

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 132585222	NSW DAN:
vendor's agent	Lawson Group Australia Pty Ltd Unit 11, 43 Accolade Avenue Morisset NSW 2264		Phone: 02 4973 3111 Fax: Ref:
co-agent			
vendor	41 Accolade Avenue Pty Ltd atf 41 Accolade Avenue Trust ACN 672 153 481 7 21 Donaldson Street Wyong NSW 2259		
vendor's solicitor	Yara Law 25 29 Brunswick Road Terrigal NSW 2260		Phone: 0493 330 109 Fax:
date for completion	Refer to Special Condition 35.6	(clause 15)	Email: sohail@yaralaw.com.au
land	x/41 ACCOLADE AVE MORISSET 2264		
(Address, plan details and title reference)	Unit x, 41 Accolade Avenue Morisset NSW 2264 being proposed LOT x/SP (TBA), shown as Lot x in Annexure A (draft strata plan), being part of the land comprised in 610/1269060		
	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Industrial Unit		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: List of Inclusions
exclusions	
purchaser	
purchaser's solicitor	Phone: Fax:
Price	Ref:
deposit	(10% of the price, unless otherwise stated)
balance	
contract date	(if not stated, the date this contract was made)

Where there is more than one purchaser JOINT TENANTS
 tenants in common in unequal shares, specify: _____

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

buyer's agent

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

SIGNING PAGE

<p>VENDOR</p> <hr/> <p>Signed By _____</p> <p>Vendor _____</p> <p>Vendor _____</p>	<p>PURCHASER</p> <hr/> <p>Signed By _____</p> <p>Purchaser _____</p> <p>Purchaser _____</p>												
<p>VENDOR (COMPANY)</p> <hr/> <p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Signature of authorised person</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Signature of authorised person</td> </tr> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Name of authorised person</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Name of authorised person</td> </tr> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Office held</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Office held</td> </tr> </table>	Signature of authorised person	Signature of authorised person	Name of authorised person	Name of authorised person	Office held	Office held	<p>PURCHASER (COMPANY)</p> <hr/> <p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Signature of authorised person</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Signature of authorised person</td> </tr> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Name of authorised person</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Name of authorised person</td> </tr> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Office held</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Office held</td> </tr> </table>	Signature of authorised person	Signature of authorised person	Name of authorised person	Name of authorised person	Office held	Office held
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Name of authorised person	Name of authorised person												
Office held	Office held												

vendor agrees to accept a **deposit-bond**

NO yes

Nominated Electronic Lodgment Network (ELN) (clause 4)

PEXA

Manual transaction (clause 30)

NO yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

Purchaser must make an *GSTRW payment* (residential withholding payment)

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

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

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 representative:

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 *RW rate* (residential withholding rate): \$

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input checked="" type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 1989 <input checked="" type="checkbox"/> 58 disclosure statement - off the plan contract <input checked="" type="checkbox"/> 59 other document relevant to off the plan contract
<p>Home Building Act 1989</p> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover	<p>Other</p> <input checked="" type="checkbox"/> 60 Schedule of Finishes
<p>Swimming Pools Act 1992</p> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

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 residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds 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 the *Conveyancing Act 1919*, section 66X. This statement 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 before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 and Stock 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:**

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.**
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)

1.1	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>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> ● the issuer; ● the expiry date (if any); and ● the amount;
<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>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>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<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 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>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>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</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<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>populate</i>	to complete data fields in the <i>Electronic Workspace</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"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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> ;
<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).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

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 –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *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 16.5.
- 3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 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
- 4.2.2 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.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 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.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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*.

- 4.13 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 –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

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 *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within a reasonable time*.

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 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.
- 16.4 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

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 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;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

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 s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 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 14.6 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 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.

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 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 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
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 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.
- 30.8 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.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *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 –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 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).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *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.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

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 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 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 sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 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.

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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 residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds 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 the *Conveyancing Act 1919*, section 66X. This statement 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 before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 and Stock 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:**

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.**
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)

1.1	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>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> ● the issuer; ● the expiry date (if any); and ● the amount;
<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>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>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<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 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>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>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</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<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>populate</i>	to complete data fields in the <i>Electronic Workspace</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"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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> ;
<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).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

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 –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *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 16.5.
- 3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 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
- 4.2.2 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.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 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.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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*.

- 4.13 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 –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*;
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

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 *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 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.
- 16.4 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

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 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;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

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 s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 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 14.6 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 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.

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 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 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
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 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.
- 30.8 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.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *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 –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 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).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *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.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

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 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 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 sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 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.

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33. General

- 33.1 These special conditions form part of the contract for the sale and purchase of land between the vendor and purchaser as further described on the front pages of this contract.
- 33.2 If there is a conflict between these special conditions and the standard form (clauses 1 to 32) of this contract, these special conditions prevail.
- 33.3 In these special conditions, unless the context otherwise requires, the following capitalised terms have the following meaning:

Authority means any government, semi government, statutory, public or other authority having jurisdiction over the Parent Land, Property or their development and includes the Council;

Common Property means the common property the subject of the Strata Scheme;

Completion Date is the later of:

- (a) twenty-eight (28) days after the date of this contract; or
- (b) the date which is fourteen (14) days after the date the vendor serves on the purchaser notice pursuant to clause 35.6;

Council means the municipal or local authority (or its successors) with powers and authorities to grant any necessary development approvals in respect of the Parent Land;

Guarantor means the person(s) who sign this contract as guarantor (if any);

Lot or Lots means any lot or lots in the Strata Scheme;

Management Act means the *Strata Schemes Management Act 2015*;

Occupation Certificate includes an interim occupation certificate and a final occupation certificate within the meaning of the *Environmental Planning and Assessment Act 1979*, section 109H immediately before the commencement of the *Environmental Planning and Assessment Amendment Act 2017*, Schedule 6.2[9] relating to the building of which the purchaser's Lot, and any part of a building reasonably necessary for access to that Lot, form part;

Owners Corporation means the owners' corporation for the Strata Scheme;

Parent Land means all of the land covered by the Strata Plan;

Property means the Lot intended to be purchased by the purchaser as part of the Strata Scheme (and as described on the front page of this contract) including any interest in Common Property;

Registration means registration by the Registrar General (NSW);

Restricted Matters means:

- (a) the exercise of any of the vendor's rights expressly disclosed in this contract;
- (b) the carrying out of any of the vendor's obligations;
- (c) the doing of anything or the giving effect to a requirement or the satisfaction of a condition imposed by an Authority;

Schedule of Finishes means the Schedule of Finishes annexed to this contract;

Selling and Leasing Activities means selling and leasing activities in connection with the selling and leasing of lots in the Strata Scheme and the placement and maintenance on Common Property of:

- (a) signs, advertisements, boards, writing, plates, signals, illuminations, banners and insignia;
- (b) stalls or associated facilities for the use of salespersons; or
- (c) any event or function held on the Common Property (but not the Property);

Service Providers includes the Council, NBN Co, Ausgrid and any other provider of Services to the Property or Parent Land;

Services includes water, sewerage, drainage, gas, electricity, telephone or other installations, services or utilities;

Strata Documents means the Strata Plan and any necessary section 88B instrument with any changes permitted under this contract;

Strata Plan means the Strata Plan substantially in the form as attached to this contract;

Strata Scheme means the strata scheme constituted on registration of the Strata Documents;

Strata Scheme By-Laws means the by-laws to be registered with the Strata Plan a copy of which are attached to this Contract (as they may be amended from time-to-time); and

Sunset Date is until 31 December 2025, and as may be extended in accordance with clause 35.3.

- 33.4 When the terms defined in clause 1 and this clause 33 are used in these special conditions, they have the meaning as set out in those clauses, whether or not they are used in italics.
- 33.5 In this contract unless the contrary intention appears, a reference to:
- (a) the singular includes the plural and vice versa;
 - (b) any gender includes all other genders;
 - (c) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government;
 - (d) a person includes the person's executors, administrators, successors and substitutes (including persons taking by novation and assigns);
 - (e) a body or authority includes any replacement body, authority or person serving the same function or acting in the same capacity as that body or authority;
 - (f) the word "includes" in any form is not a word of limitation; and
 - (g) a reference to an Act includes any by law, ordinance, regulation or rule made under that Act and as such laws may be amended from time to time.
- 33.6 If any part of a provision or provisions of this contract are invalid or unenforceable, the validity or enforceability of the remaining part of the provision and provisions are not affected and shall be interpreted to be given full force and effect.
- 33.7 Headings are inserted for convenience of reference only and, must be ignored in the interpretation of this contract.
- 33.8 Rights and obligations under this contract which can apply after completion continue to apply after completion.
- 33.9 The vendor does not promise, represent or state that any documents attached to this contract are accurate or current, but the vendor is not aware of any inaccuracy.
- 33.10 The vendor may at any time, at its cost, assign, transfer or novate the vendor's right, title and/or interest in this contract and, upon notice from the vendor, the purchaser must provide all reasonable cooperation to allow the vendor to effect such assignment, transfer or novation.
- 33.11 This contract is governed by the laws applicable in the state of New South Wales.
- 33.12 This contract represents the entire agreement between the parties and supersedes any other communications, negotiations, arrangements, understandings and agreements between the parties, whether oral or written, in connection with the subject matter of this contract.

34. VARIATIONS TO THE STANDARD FORM OF THIS CONTRACT

The standard form of this contract is varied by:

- 34.1 deleting clauses 4.1, 5, 6, 11.2, 12, 13, 14.8, 23, 24, 28, 29, 30 and 31;
- 34.2 deleting the word "Normally" in clause 10.3;
- 34.3 inserting a new clause 10.4 as follows:

"10.4 For the purpose of Section 55(1) of the Conveyancing Act 1919, and the provisions of this contract referring to disclosure, a disclosure shall be deemed to be made if the existence of the relevant matter is disclosed in

this contract.”

- 34.4 adding after the word “serves”, the words “at least 7 days before the completion date” in clause 16.4;
- 34.5 deleting the words “FRCGW remittance payable” and “GSTRW Payment” in clause 16.5.1;
- 34.6 adding the words “provided it is also served on the party’s solicitor” at the end of clause 20.6.4.

35. REGISTRATION OF PLANS AND DOCUMENTS

- 35.1 Completion of this contract is conditional on the vendor obtaining Registration of the Strata Documents and an Occupation Certificate.
- 35.2 The vendor must use reasonable endeavours to satisfy the condition in clause 35.1 by the Sunset Date.
- 35.3 If Registration of the Strata Documents is delayed in whole or in part because of any cause, matter or thing beyond the reasonable control of the vendor, the vendor can serve a notice or notices on the purchaser extending the Sunset Date to take into account those delays, provided that the Sunset Date cannot be extended by more than twelve (12) months in total beyond the initial period.
- 35.4 If the condition in clause 35.1 has not been complied with by the Sunset Date (as may be extended pursuant to clause 35.3) either party may, after the Sunset Date but before Registration of the Strata Documents, by written notice to the other party, rescind this contract, and upon such rescission:
 - (a) the deposit must be refunded to the purchaser;
 - (b) the parties will have no further obligations or liabilities under this contract (except in respect of any prior breach); and
 - (c) the purchaser will not have any action, right, claim or demand against the vendor arising from the rescission.
- 35.5 This clause 35 is for the benefit of the vendor and the purchaser and cannot be waived by one party without the prior written consent of the other party.
- 35.6 The vendor will give the purchaser notice in writing, along with documentary evidence, as soon as practicable after satisfaction of the conditions in clause 35.1. Completion will occur on the Completion Date.
- 35.7 The purchaser must not lodge a caveat, or allow any person claiming through it or acting on its behalf to lodge a caveat, over the Parent Land or any part of it prior to Registration of the Strata Documents. The purchaser indemnifies the vendor against any loss, damage, cost or expense which the vendor may incur or suffer as a consequence of any breach by the purchaser of its obligations under this clause 35.7.

36. LATE COMPLETION AND DEFAULT

- 36.1 If either party is unable or unwilling to complete by the Completion Date, the other party shall be entitled at any time after the Completion Date to serve a notice to complete of fourteen (14) days duration from the date of service making the time for completion essential. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.
- 36.2 If the purchaser does not complete this contract by the Completion Date and, at that date the vendor is ready, willing and able to complete and serves a notice to complete on the purchaser, without prejudice to the vendor’s other rights under this contract and at law, the sum of two hundred and seventy dollars (\$270.00) (inclusive of GST) to cover legal costs and disbursements incurred by the vendor’s solicitors as a consequence of the delay and, as a genuine pre-estimate of those additional expenses, is to be allowed by the purchaser as an additional adjustment on completion and it is an essential term of this contract that such payment be so paid.
- 36.3 If for any reason whatsoever other than the default of the vendor, completion of this contract does not take place on or before the Completion Date, the Purchaser shall on completion pay to the vendor an additional consideration calculated by way of interest on the overdue amount at the rate of seven (7%) per centum per annum from the Completion Date until the date of actual completion, or termination by the vendor (whichever in fact occurs, but interest is not payable during any period that that purchaser is ready to complete and notifies the vendor accordingly). The purchaser shall not be entitled to require the vendor to complete this contract unless such interest is paid to the vendor on completion and it is an essential term of this contract that such interest be so paid. It is agreed that this amount is a genuine pre-estimate of the vendor’s loss of interest for the purchase money and liability for rates and outgoings.

- 36.4 If the vendor serves a notice of default on the purchaser under this contract, such default shall not be deemed to have been remedied until the last to occur of:
- (a) remedy by the purchaser of the default, or if the default is incapable of remedy, compensation paid to the vendor to the vendor's satisfaction; and
 - (b) payment by the purchaser to the vendor of all expenses incurred as a result of the default including legal costs and disbursements, finance costs, interest, relocation expenses and the payment of interest in accordance with this contract.

37. PURCHASER'S WARRANTIES, REPRESENTATIONS AND ACKNOWLEDGEMENTS

- 37.1 The purchaser warrants that he has not become aware of the availability of the Property for sale by virtue of the activity of any person, firm or company (other than the agent, if any, herein named) which may be entitled to charge a commission in relation to the sale of the Property and hereby agrees (if the purchaser is in breach of this warranty) to indemnify and keep indemnified the vendor against all claims by any such person, firm or company relating to the sale of the Property.
- 37.2 The purchaser represents and warrants:
- (a) the purchaser was not induced to enter into this contract by and did not rely on any representations or warranties made or conduct engaged in by the vendor, the vendor's agent or persons on behalf of the vendor about the subject matter of this contract (including without limitation, representations or warranties about the construction, nature or the fitness or suitability for any particular purpose or otherwise of the Property or the Strata Scheme, the amenity or neighbourhood in which the Property is located or about any financial return or income to be derived from the Property) except those representations and warranties set out in this contract;
 - (b) the purchaser has relied entirely on its own enquiries relating to and inspection of the Property;
 - (c) the purchaser has obtained appropriate independent advice and is satisfied about:
 - (i) the identity of the Property, the location of boundary fences and walls and the location of structures and improvements within the boundaries of the Property and adjoining properties;
 - (ii) the purchaser's obligations and rights under this contract and the Strata Scheme and any laws affecting the Property;
 - (iii) the nature, quality and state of repair of the Property and the purposes for which the Property may be lawfully used; and
 - (iv) the Purchaser's entitlement (if any) to claim income tax deductions under the *Income Tax Assessment Act 1936* for depreciation of any plant or equipment in the Property or in connection with the cost of construction of the building of which the Property forms part.
- 37.3 Subject to section 52A of the *Conveyancing Act 1919* and its associated regulations and the terms of this contract, the purchaser acknowledges and agrees that:
- (a) the Property is sold and accepted by the purchaser subject to all faults and defects (whether patent or latent) and in its state of repair, condition, contamination, dilapidation and infestation; and
 - (b) the vendor is under no liability or obligation to the purchaser to carry out any repairs, alterations or improvements to the Property.
- 37.4 On and from the Completion Date, the purchaser must comply with all of the obligations under any planning or development approval or agreement relating to the Property and must comply with the Strata Scheme By-Laws (as may be amended from time-to-time).
- 37.5 The purchaser acknowledges that the Property is sold subject to all existing Services. To the extent permitted by law, the purchaser may not make any claim, nor require the Vendor to take or refrain from taking any action, in relation to:
- (a) the nature, location, availability or non-availability of any Services;
 - (b) any defects in any Services;
 - (c) there being or not being an easement or other right in respect of any Services;
 - (d) any Service being a joint service with any other land or building;

- (e) any Service for any other land or building passing through or over the Property;
- (f) any Service installed in, on or under the Property not having been approved by an Authority; or
- (g) any sewer, vent, manhole or water or sewerage main or connection passing through, in or over the Property.

37.6 The purchaser must:

- (a) vote against any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation the passing of which would prevent, curtail or inhibit the Restricted Matters;
- (b) vote in favour of any motion or use all reasonable endeavours to procure any mortgagee of the Property to vote in favour of any motion for a resolution proposed for consideration by a meeting of the Owners Corporation to implement or give effect to the Restricted Matters; and
- (c) do all things reasonably required by the vendor to give effect to the Restricted Matters.

37.7 The purchaser acknowledges that the terms of this contract and the information exchanged between the parties in connection with this contract, including the negotiations prior to exchange, are confidential. The purchaser must not, without the prior written consent of the vendor, disclose such information to any person unless the disclosure is to:

- (a) the minimum extent required by law; or
- (b) the purchaser's employees, consultants, advisers or financiers or subsequent purchasers as is necessary to enable the parties to perform their obligations under this contract.

38. VENDOR'S DISCLOSURES

38.1 The vendor discloses at the date of this contract:

- (a) arrangements with Service Providers for the provision of services to the Parent Land may not be concluded;
- (b) the vendor may be required by Service Providers to enter into arrangements with them including but not limited to security bonds, guarantees or other arrangements for the provision of relevant services to the Parent Land and the Property; and
- (c) the vendor may be required to procure the Owners Corporation to enter into arrangements with Service Providers to create easements over Common Property and Lots within the Strata Scheme.

38.2 Until the earlier of 12 months after the Completion Date and the date the Vendor completes the sale of all of the Lots in the Strata Scheme, the Vendor and persons authorised by the Vendor may conduct Selling and Leasing Activities.

38.3 Attached to this contract are copies of the sewerage connections diagram and sewer mains diagram for the Parent Land currently available but the location of the sewer shown on the diagrams may change by registration of the Strata Plan.

38.4 The purchaser cannot make any claim or requisition or rescind or terminate the contract because of any matter disclosed or noted in clause 37 and this clause 38.

39. CHANGES TO THE STRATA DOCUMENTS

39.1 Before Registration, the vendor can make changes which are necessary or desirable to the Strata Documents including:

- (a) the total number of Lots from those shown on the Strata Plan;
- (b) the numbering of Lots from those shown on the Strata Plan;
- (c) the dimensions or areas of Lots from those shown on the Strata Plan;
- (d) the location of Lots from those shown on the Strata Plan;
- (e) the allocation of carspaces and/or handicapped carspaces;
- (f) the location of easements from those shown on the Strata Plan; and
- (g) any other changes the vendor considers to be reasonable.

- 39.2 The vendor will before Registration determine the unit entitlements for the Lots which will be shown in the Strata Plan.
- 39.3 Subject to clauses 39.4, the Purchaser cannot make a claim or requisition or rescind or terminate this contract in respect of any changes to the Strata Plan which the vendor is entitled to make.
- 39.4 If there is any change to the Strata Plan on or pending Registration which substantially and detrimentally affects the Property or results in a modification to the boundaries of the purchaser's Lot which reduces the area of the purchaser's Lot by more than 5% and the vendor:
- (a) serves a notice under clause 39.5, the purchaser can rescind but only (despite clause 19.1.1) within 7 days of service of that notice and this time is essential; or
 - (b) does not serve a notice under clause 39.5, the purchaser can rescind but only (despite clause 19.1.1) within 7 days of the vendor serving notice of Registration of the Strata Documents and this time is essential.
- 39.5 The vendor can at any time serve upon the purchaser a notice advising of amendments to the Strata Plan which in the opinion of the vendor, substantially and detrimentally affects the Property.
- 39.6 If the purchaser opts to rescind the contract pursuant to clause 39.4, then its rights upon such rescission shall be limited to the matters as set out in clause 35.4.

40. CHANGES TO DOCUMENTS

- 40.1 The vendor can:
- (a) create further easements, covenants and restrictions as to user in addition to those set out in the Strata Documents or in this contract;
 - (b) without limiting this clause, change the location of easements as set out in the Strata Plan; and
 - (c) create further by-laws or amend the Strata Scheme By-Laws which are necessary or are considered reasonable by the vendor to complete its obligations under this contract.
- 40.2 The purchaser must immediately on request by the vendor or the vendor's solicitor execute all documents and/or consents necessary to assist in obtaining the Registration of the Strata Documents and any associated section 88B instrument.
- 40.3 Subject to clause 40.4, the purchaser cannot make a claim or requisition or rescind or terminate in respect of any change or creation in relation to the matters or items specified in clause 40.1.
- 40.4 If there is any change or creation in relation to the matters or items specified in clause 40.1 which substantially and detrimentally affects the Property and the vendor:
- (a) serves a notice under clause 40.5, the purchaser can rescind but only (despite clause 19.1.1) within 7 days of service of that notice and time is essential;
 - (b) does not serve a notice under clause 40.5, the purchaser can rescind but only (despite clause 19.1.1) within 7 days of the vendor serving notice of Registration of the Strata Documents (and providing a copy thereof) and time is essential.
- 40.5 The vendor can at any time serve a notice expressed to be a notice under this clause advising of any change or creation in relation to the matters or items specified in clause 40.1 if they give or may give the Purchaser a right to rescind.
- 40.6 If the purchaser opts to rescind the contract pursuant to clause 40.4, then its rights upon such rescission shall be limited to the matters as set out in clause 35.4.

41. ADJUSTMENTS

- 41.1 The vendor warrants and covenants that all municipal rates, water rates and land taxes payable by it (if any) relating to the Property, will be paid as and when they fall due and the purchaser agrees that completion of this contract will not be deferred or delayed pending assessment or payment of such rates and taxes and the vendor shall be entitled to serve a notice to complete upon the purchaser in accordance with clause 35.6 notwithstanding that, at the time such notice is issued or any time thereafter, there is a charge upon the Property in respect of any rate or tax.
- 41.2 The vendor and the purchaser must adjust under clause 14.1 a regular periodic contribution to the

administrative fund and the sinking fund of the Strata Scheme and any regular payment under Strata Scheme By-Laws.

- 41.3 The vendor and the purchaser must adjust under clause 14.1 on a unit entitlement basis (being the proportion of the purchaser's Lot to all Lots as determined by the Strata Scheme), any normal expenses of the Owners Corporation paid by the vendor which have not been reimbursed to the vendor before the Completion Date.
- 41.4 On Registration of the Strata Scheme, the vendor will cause the Owners Corporation to effect all insurances required by the Management Act.
- 41.5 The vendor hereby authorises the purchaser to apply for a certificate under section 184 of the Management Act or section 26 of the *Community Land Management Act 1989* in relation to the purchaser's Lot and the purchaser must, if relevant to determine any settlement adjustments, apply for such certificate, at its own cost, and share a copy of such certificate with the vendor within a reasonable time before the Completion Date.
- 41.6 If at the Completion Date, separate assessments for any rates or taxes or other outgoings have not issued for the Property for the year current at the Completion Date, all adjustments between the parties must be made on the basis that the purchaser is liable for the proportion of such rates, taxes and outgoings based on its proportion of the unit entitlement in the Strata Scheme.
- 41.7 Notwithstanding anything to the contrary in this contract, the parties agree that all adjustments in relation to land tax must be adjusted on a single holding basis in respect of the Parent Land and the purchaser is liable for the land tax in relation to the Parent Land in proportion to its unit entitlement in the Strata Scheme.

42. INSOLVENCY

42.1 If the purchaser prior to the Completion Date:

- (a) being a company, resolves to go into liquidation or have a petition for winding up presented or enter into any scheme of arrangement with its creditors or should any liquidator, receiver or official manager be appointed in respect of the purchaser; or
- (b) being a natural person, dies or becomes mentally ill,

then this will constitute a breach of this contract by the purchaser in an essential respect and the vendor may at any time terminate this contract by written notice to the purchaser.

42.2 If the vendor terminates this contract under clause 42.1, the vendor will be entitled to be paid the deposit (and any deposit interest) in its own right.

43. REQUISITIONS

The purchaser waives the right to make requisitions, claims or objections.

44. SCHEDULE OF FINISHES

The parties agree the vendor can, in its discretion, substitute any item listed in the Schedule of Finishes with another item, provided that the substituted item is of the same or similar quality and value as that listed in the Schedule of Finishes.

45. MINOR DEFECTS PERIOD

45.1 The vendor shall at its own expense and cost in a proper and workmanlike manner within a reasonable time make good any defects in its works to the purchaser's Lot which defects:

- (a) arise out of faulty workmanship and/or materials; and
- (b) are notified to it in writing within a period of 90 days from the earlier of the date of the purchaser's possession of its Lot or the Completion Date.

45.2 Notwithstanding anything to the contrary in this contract, it is expressly declared that there shall be no obligation on the vendor to make good or remedy any cracking or loosening or other defects which may be caused by natural shrinkage or settlement.

46. TRANSFER DUTY

The purchaser must pay all transfer duty (including penalties and fines) payable in connection with this contract and must indemnify the vendor against any liability arising from any failure, delay or omission to make payment or make proper disclosure to Revenue NSW. This clause 44 will not merge on completion but will continue to have full force and effect.

47. GST

- 47.1 In this clause 47, except where the contrary intention appears, expressions used, and not otherwise defined in clause 1 or clause 33, have the meanings given to them in the GST Act.
- 47.2 Except as expressly set out in this contract, the consideration payable by a party for a taxable supply made by the other party under this contract represents the GST exclusive value of the taxable supply. In particular, the parties agree that the sale price specified on the front page of this contract is exclusive of GST.
- 47.3 If this contract requires a party to pay for, reimburse, or contribute to any expense or liability incurred by the other party to a third party, the amount to be paid, reimbursed or contributed will be the amount of such expense or liability (inclusive of GST) less the amount of any input tax credit to which the other party is entitled (if any) in respect of that expense or liability.
- 47.4 The parties specifically agree that the sale price specified on the front page of this contract will be increased by an amount calculated as:
- $$A \times R$$
- where:
- A is the sale price specified on the front page of this contract; and R is the rate of GST rate.
- 47.5 If the vendor is liable for GST in respect of taxable supplies made by the vendor pursuant to this contract then:
- (a) the vendor shall before completion do such things and supply such information as may reasonably be required by the purchaser to enable the purchaser to claim an input tax credit under the GST Act; and
 - (b) the purchaser must pay the vendor the increase in sale price (as noted in clause 47.4) for the supply of the Property, on the Completion Date and in relation to any other supply at the time any of the consideration for the supply is payable.
- 47.6 If the deposit is forfeited to the vendor under this contract and if the vendor is liable for any GST arising from the forfeiture, the purchaser must pay the vendor upon demand for an amount equal to the vendor's liability for GST in respect of the deposit.
- 47.7 All amounts adjusted under this contract are adjusted exclusive of GST.
- 47.8 The vendor must before making a taxable supply of 'residential premises' or 'potential residential premises' (**GSTRW Supply**) under this contract, give the Purchaser a written notice stating:
- (a) whether the purchaser will be required to pay the GSTRW payment to the Commissioner in relation to the supply made under this contract; and
 - (b) if the purchaser is required to pay the GSTRW payment, the vendor must provide, in the notice, the following information to the purchaser:
 - (i) the vendor's name and ABN;
 - (ii) the GSTRW payment that the purchaser is required to pay to the Commissioner in relation to the GSTRW Supply; and
 - (iii) the date by which the purchaser must pay the GSTRW payment to the Commissioner.
- 47.9 The purchaser must pay the GSTRW payment to the Commissioner and provide evidence of payment to the vendor promptly after completion.
- 47.10 Failure to pay the amount of any increase at the required time (whether or not the liability actually existed at that time) will not prevent the vendor later seeking to recover such amount. This clause 47 shall not merge on completion.

48. FIRB

- 48.1 The purchaser warrants that one of the following apply:

- (a) the purchaser:
 - (i) is not required to provide notice of entering into this contract or the purchase of the Property to the Foreign Investment Review Board or any other relevant Authority; and
 - (ii) does not require any consent or approval under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) or in compliance with the foreign investment policy of the Commonwealth of Australia to enter into this contract; or
- (b) the purchaser has obtained any necessary consent or approval from the Foreign Investment Review Board and any other relevant Authority to the purchase of the Property by the purchaser on the terms and conditions set out in this contract.

48.2 If the warranty in clause 48.1 is untrue in any respect, the purchaser must indemnify the vendor against any claim, liability, loss, damage, cost or expense arising (directly or indirectly) from or incurred by the vendor in having relied on this warranty when entering into this contract.

48.3 This clause 48 will not merge on completion.

49. CAPACITY

49.1 The purchaser warrants to the vendor that:

- (a) the purchaser has full legal capacity and power to enter into, exercise its rights and observe its obligations under this contract and to allow this contract to be enforced;
- (b) the purchaser's obligations under this contract are valid and binding and are enforceable against it in accordance with their terms; and
- (c) this contract does not contravene the purchaser's constituent documents (where the purchaser is incorporated) or any of the purchaser's obligations or undertakings to any other person.

49.2 Where the purchaser is a trustee of a trust, the purchaser additionally warrants and represents personally and in its capacity as trustee of the trust as follows:

- (a) the purchaser is the only trustee of the trust;
- (b) no action has been taken, or has been proposed, to remove the purchaser as trustee of the trust;
- (c) the purchaser has the power to enter into and observe its obligations under this contract, in its capacity as trustee of the trust; and
- (d) the purchaser shall, at the request of the vendor, exercise its right of indemnity against the assets of the trust for the benefit of the vendor where the vendor has an amount owed to it by the purchaser under this contract or pursuant to law.

50. INVESTMENT OF DEPOSIT

The parties hereby direct the deposit holder to invest the deposit with a bank nominated by the vendor in accordance with clause 2.9 of the standard form of this contract.

51. NOVATION

The purchaser acknowledges that it is the vendor's intention to assign and novate this contract to 41 Accolade Avenue Pty Ltd at 42 Accolade Avenue Trust ("Novatee") after the contract date but prior to the date for completion. The purchaser shall sign all necessary documents and provide any reasonable assistance to the vendor to effect such assignment and novation.

52. GUARANTEE

52.1 In consideration of the vendor entering into this contract at the request of the Guarantor, the Guarantor:

- (a) guarantees to the vendor:
 - (i) payment of all moneys payable by the purchaser; and
 - (ii) the performance by the purchaser of all other obligations under this contract; and
- (b) indemnifies the vendor against any liability, loss, damage, expense or claim incurred by the vendor arising directly or indirectly from any breach of this contract by the purchaser.

- 52.2 This guarantee and indemnity is a principal obligation of the Guarantor and is not collateral to any other obligation.
- 52.3 The liabilities of a Guarantor are not affected by:
- (a) the granting to the purchaser or to any other person of any time, waiver, indulgence, consideration or concession or the discharge or release of the purchaser;
 - (b) the death, bankruptcy or liquidation of the purchaser, the Guarantor or any one of them;
 - (c) reason of the vendor becoming a party to or bound by any compromise, assignment of Property or scheme of arrangement or composition of debts or scheme or reconstruction by or relating to the purchaser, the Guarantor or any other person.
 - (d) the vendor exercising or refraining from exercising any of the rights, powers or remedies conferred on the vendor by law or by any contract or arrangement with the purchaser, the Guarantor or any other person or any guarantee, bond, covenant, mortgage or other security; or
 - (e) the vendor obtaining a judgement against the purchaser, the Guarantor or any other person for the payment of the moneys payable under this contract.
- 52.4 This guarantee and indemnity will continue notwithstanding:
- (a) the vendor has exercised any of the vendor's rights under this contract including any right of termination;
 - (b) the purchaser is wound up; or
 - (c) this guarantee and indemnity is for any reason unenforceable either in whole or in part.
- 52.5 This guarantee and indemnity:
- (a) is of a continuing nature and will remain in effect until final discharge of the guarantee or indemnity is given by the vendor to the Guarantor;
 - (b) may not be considered wholly or partially discharged by the payment of the whole or any part of the amount owed by the purchaser to the vendor; and
 - (c) extends to the entire amount that is now owed or that may become owing at any time in the future to the vendor by the purchaser pursuant to or contemplated by this contract including any interest, costs or charges payable to the vendor under this contract.
- 52.6 If any payment made to the vendor by or on behalf of the purchaser or the Guarantor is subsequently avoided by any statutory provision or otherwise:
- (a) that payment is to be treated as not discharging the Guarantor's liability for the amount of that payment; and
 - (b) the vendor and the Guarantor will be restored to the position in which each would have been and will be entitled to exercise all rights which each would have had if that payment had not been made.
- 52.7 The vendor can proceed to recover the amount claimed as a debt or damages from the Guarantor without having instituted legal proceedings against the purchaser and without first exhausting the vendor's remedies against the purchaser.
- 52.8 It is an essential term of this contract that the Guarantor signs this contract.

Signed by:

Name of Guarantor

Signature of Guarantor _____

Name of Witness:

Signature of Witness: _____



FOLIO: 610/1269060

SEARCH DATE	TIME	EDITION NO	DATE
26/2/2024	2:17 PM	3	22/2/2024

LAND

LOT 610 IN DEPOSITED PLAN 1269060
AT MORISSET
LOCAL GOVERNMENT AREA LAKE MACQUARIE
PARISH OF MANDOLONG COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1269060

FIRST SCHEDULE

41 ACCOLADE AVENUE PTY LTD (T AT853742)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1001919 RESTRICTION(S) ON THE USE OF LAND
- 3 DP1269060 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (4) IN THE S.88B INSTRUMENT
- 4 DP1269060 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (5) IN THE S.88B INSTRUMENT
- 5 AT853743 MORTGAGE TO PERPETUAL CORPORATE TRUST LIMITED

NOTATIONS

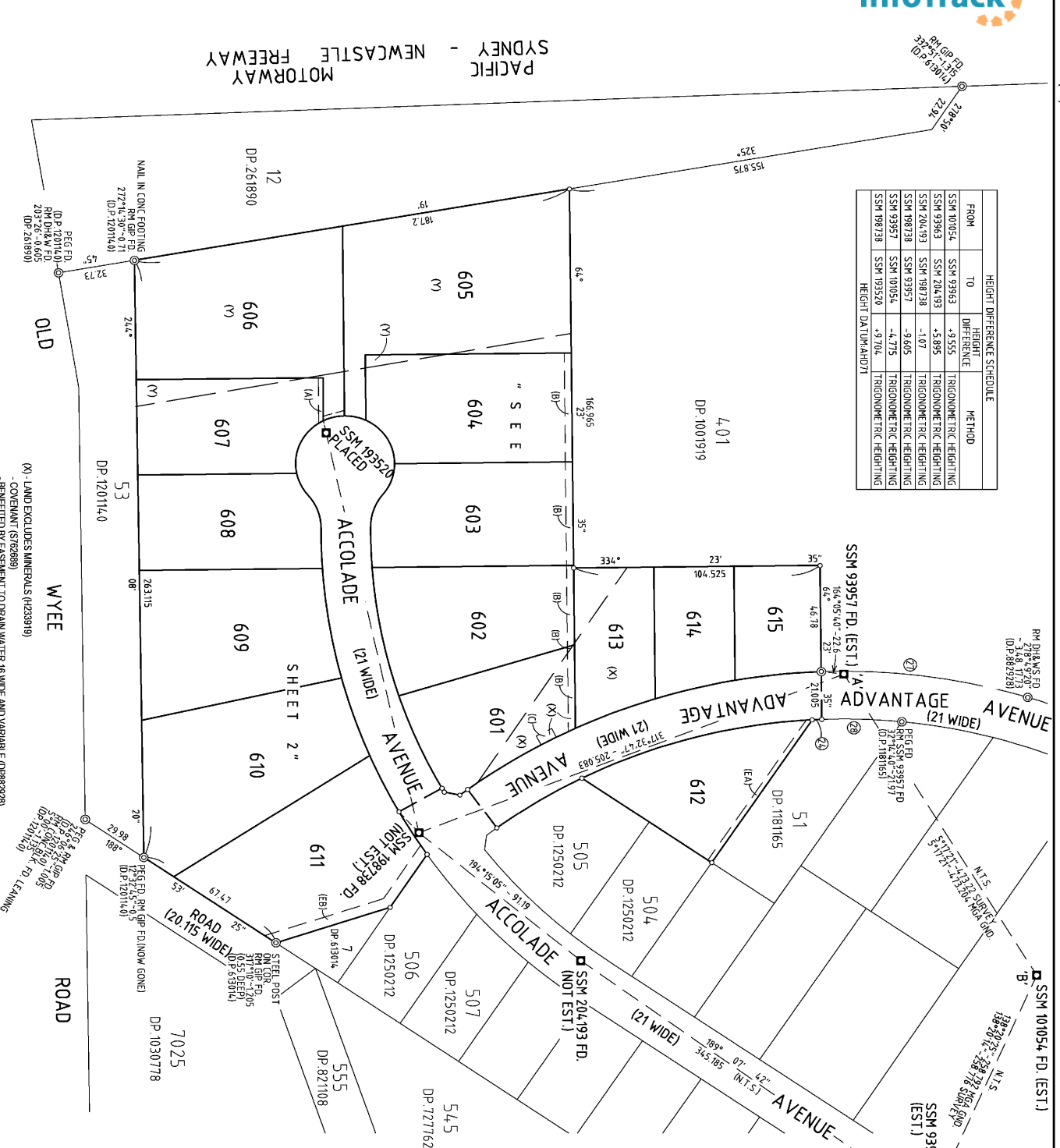
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 10054	SSM 93963	+9.555	TRIGONOMETRIC HEIGHTING
SSM 93963	SSM 204.193	+5.895	TRIGONOMETRIC HEIGHTING
SSM 204.193	SSM 198738	-1.07	TRIGONOMETRIC HEIGHTING
SSM 198738	SSM 93957	-9.605	TRIGONOMETRIC HEIGHTING
SSM 93957	SSM 10054	-4.775	TRIGONOMETRIC HEIGHTING
SSM 198738	SSM 193520	+9.704	TRIGONOMETRIC HEIGHTING

HEIGHT DATUM: AHD71



SCHEDULE OF SHORT LINES

No	BEARING	DISTANCE	ARC	RADIUS
24	152°23'55"	4.07	4.07	24.95
27	346°56'50"	190.705	192.01	270.5
28	156°45'15"	33.995	34.02	249.5

CC-ORDINATES SCHEDULE

MARK	EASTING	NORTHING	CLASS	PU	METHOD	STATE
S.S.M.93957	357 346.394	6 334.199 014	C	N/A	SCIMS	FOUND
S.S.M.93963	357 562.003	6 334.476 814	D	N/A	SCIMS	FOUND
S.S.M.10054	357 390.010	6 334.670.129	B	N/A	SCIMS	FOUND
S.S.M.198738	357 485	6 334.048	U	N/A	SCIMS	FOUND
S.S.M.204.193	357 507	6 334.136	U	N/A	SCIMS	FOUND
S.S.M.193520	357 344.47	6 333.941.34	U	N/A	CADASTRAL TRAVERSE	PLACED

DATE OF SCIMS COORDINATES: 11 / 09 / 2020 MGA ZONE: 56
 MGA DATUM: GDA 2020 COMBINED SCALE FACTOR: 0.999963

HEIGHT SCHEDULE

MARK	AHD VALUE	CLASS	PU	HEIGHT DATUM VALIDATION	STATE
SSM 10054	10.919	LC	0.02	SCIMS ADOPTED	FOUND
SSM 93963	20.477	LC	0.02	FROM SCIMS-DATUM VALIDATION	FOUND
SSM 204.193	26.369	U	N/A	-	FOUND
SSM 198738	25	U	N/A	-	FOUND
SSM 93957	20	U	N/A	-	FOUND
SSM 193520	35.075	U	N/A	-	PLACED

DATE OF SCIMS COORDINATES: 11 / 09 / 2020
 HEIGHT DATUM: AHD 71

(A) EASEMENT TO DRAIN WATER 2 WIDE

(B) EASEMENT TO DRAIN WATER 3 WIDE

(C) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH

(EA) EASEMENT TO DRAIN WATER 2 WIDE (DP 1250212)

(EB) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 4.5 WIDE (DP 1250212)

(X) - LAND EXCLUDES MINERALS (H23919)

- COVENANT (S762889)

- BENEFITED BY EASEMENT TO DRAIN WATER 16 WIDE AND VARIABLE (DP982928)

(Y) COVENANT (L353640)

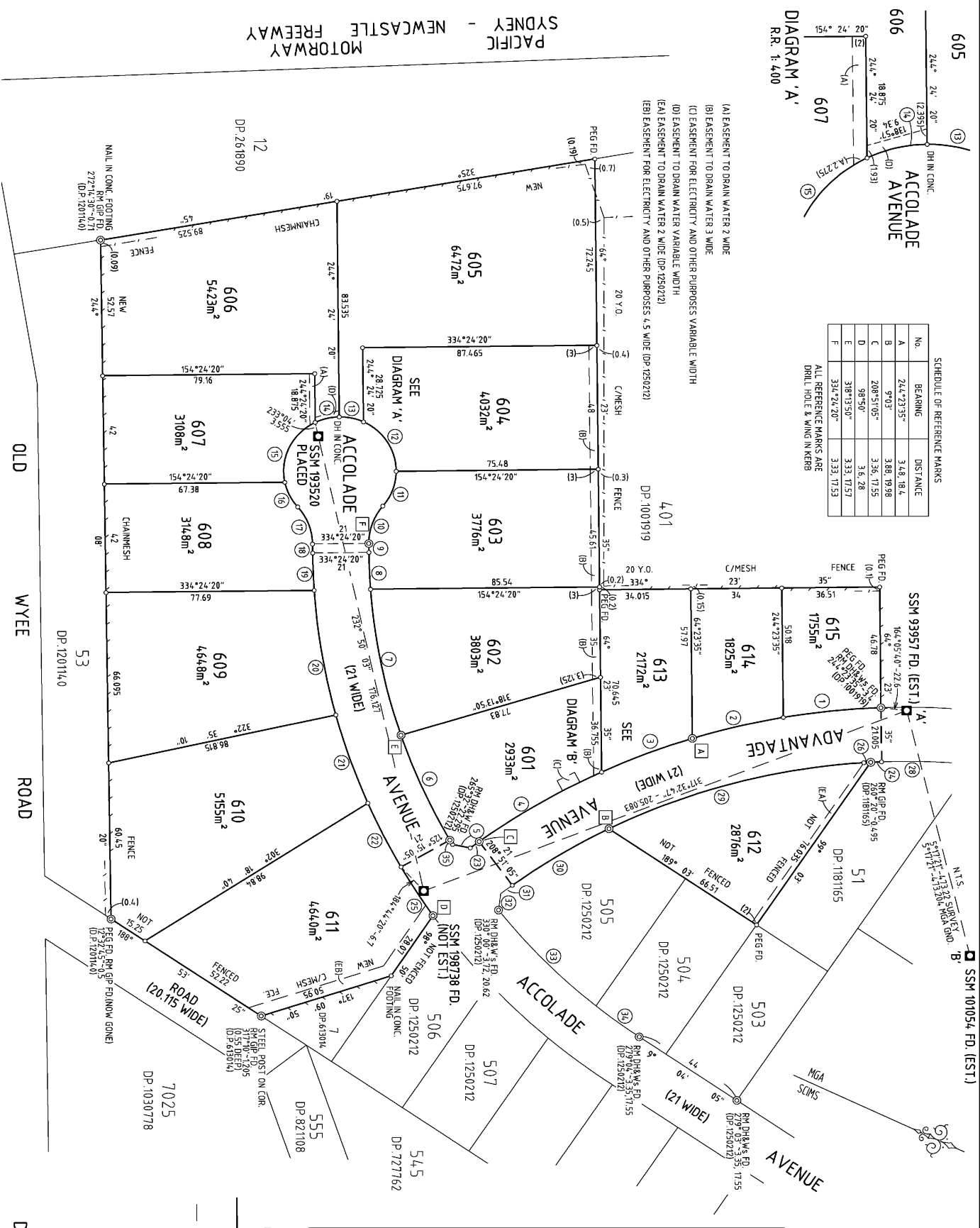
SURVEYOR: TRENOR JAMES CARTER
 Name: TRENOR JAMES CARTER
 Date: 6 NOVEMBER 2020
 Reference: 240001-DP-001-E

PLAN: PLAN OF SUBDIVISION OF LOT 500
 DP: 1269060

L.G.A.: LAKE MACQUARIE
 Locality: MORRISSET
 Reduction Ratio: 1: 1000
 Longitude: in metres

REGISTERED
 02.12.2020

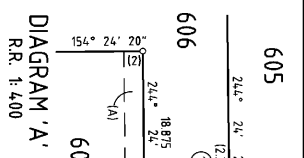
DP1269060



SCHEDULE OF REFERENCE MARKS

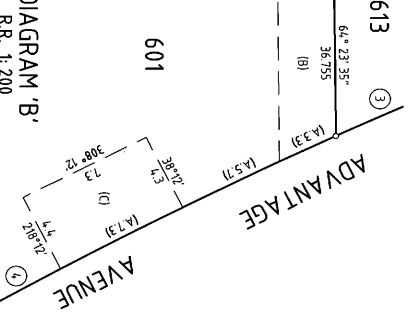
No.	BEARING	DISTANCE
A	244°23'35"	31.48 18.4
B	9°03'	3.88 19.98
C	208°51'05"	3.36 17.55
D	99°50'	3.6 2.8
E	318°13'50"	3.33 17.53
F	334°24'20"	3.33 17.53

ALL REFERENCE MARKS ARE DRILL HOLE & WING IN KERB


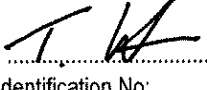


SCHEDULE OF SHORT LINES

No	BEARING	DISTANCE	ARC	RADIUS
1	149°04'35"	36.67	36.695	270.5
2	144°29'40"	34.88	34.905	270.5
3	133°57'00"	36.3	36.325	270.5
4	124°28'30"	53.055	53.1	270.5
5	168°27'35"	6.74	6.74	229.5
6	40°49'15"	44.58	44.65	229.5
7	53°37'00"	51.7	51.855	229.5
8	62°37'20"	14.285	14.29	229.5
9	244°24'20"	3.47	-	-
10	84°51'25"	15.375	15.705	22
11	265°15'30"	14.395	14.695	21
12	212°30'00"	22.7	23.985	21
13	167°05'35"	9.225	9.3	21
14	141°43'00"	9.225	9.3	21
15	97°00'45"	25.865	27.865	21
16	30°45'00"	10.69	10.81	22
17	223°57'00"	15.375	15.705	22
18	244°24'20"	3.47	-	-
19	67°44'35"	14.53	14.535	250.5
20	55°28'45"	48.905	48.98	250.5
21	45°43'40"	36.76	36.295	250.5
22	36°24'45"	21.655	21.67	250.5
23	118°24'20"	4.16	4.16	270.5
24	152°22'55"	4.07	4.07	249.5
25	327°44'50"	22.295	22.305	250.5
26	151°37'05"	2.52	-	-
27	156°45'15"	33.995	34.02	249.5
28	139°56'15"	98.55	99.205	249.5
29	123°41'45"	4.22	4.226	249.5
30	118°13'45"	5.415	5.415	249.5
31	118°13'45"	5.415	5.415	249.5
32	72°27'05"	6.4	-	-
33	20°35'15"	51.975	52.09	229.5
34	119°42'30"	20.705	20.11	229.5
35	35°40'	2.0	2	229.5



SURVEYOR TRENOR JAMES CARTER	PLAN HEADING PLAN OF SUBDIVISION OF LOT 500	REGISTERED 02.12.2020
Name: 6 NOVEMBER 2020	DP:1269060	
Reference: 240001-DP-001-E		
L.G.A.: LAKE MACQUARIE	Locality: MORISSET	
	Reduction Ratio 1: 1000	
	Langth in metres	
		DP1269060

PLAN FORM 6 (2020)	DEPOSITED PLAN ADMINISTRATION SHEET	SHEET 1 OF 4 SHEET(S)
Office Use Only Registered:  02.12.2020 Title System: TORRENS		Office Use Only <h1 style="text-align: center;">DP1269060</h1>
PLAN OF SUBDIVISION OF LOT 500 DP.1250212		LGA: LAKE MACQUARIE Locality: MORISSET Parish: MANDOLONG County: NORTHUMBERLAND
<p style="text-align: center;">Survey Certificate</p> I, <u>TREVOR JAMES CARTER</u> of <u>ADW JOHNSON PTY LIMITED</u> 7/335 HILLSBOROUGH ROAD, WARNERS BAY, NSW 2282 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on <u>6 NOVEMBER 2020</u> , or *(b) The part of the land shown in the plan (*being/*excluding** was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: <u>'A' - 'B'</u> Type: *Urban/*Rural The terrain is *Level Undulating / *Steep Mountainous. Signature:  Dated: <u>30/11/20</u> Surveyor Identification No: <u>749</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:
Plans used in the preparation of survey / compilation. D.P.261890 D.P.613014 D.P.882928 D.P.1001919 D.P.1181165 D.P.1201140 D.P.1250212		<p style="text-align: center;">Subdivision Certificate</p> I, <u>DAVID WILLIAM TAVITT</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Registration number: Consent Authority: <u>LAKE MACQUARIE CITY COUNCIL</u> Date of endorsement: <u>30 NOVEMBER 2020</u> Subdivision Certificate number: <u>SC/117/2020</u> File number: <u>DA/991/2008/B</u> *Strike through if inapplicable.
Surveyor's Reference: 240001-DP-001-E		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. <p style="text-align: center;">IT IS INTENDED TO DEDICATE THE EXTENSIONS OF ACCOLADE AND ADVANTAGE AVENUES TO THE PUBLIC AS PUBLIC ROAD.</p> If space insufficient continue on PLAN FORM 6A Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 2 OF 4 SHEET(S)

Registered:



02.12.2020

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 500
 DP.1250212

DP1269060

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate Number: . . . *SC/117/2020* . . .

Date of Endorsement: . . . *30 NOV 6 2020* . . .

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO:

(A) CREATE:-

1. EASEMENT TO DRAIN WATER 2 WIDE (A)
2. EASEMENT TO DRAIN WATER 3 WIDE (B)
3. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (C)
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND
6. EASEMENT TO DRAIN WATER VARIABLE WIDTH (D)

(B) RELEASE:-

1. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP.1181165)
2. EASEMENT TO DRAIN WATER 5 WIDE (DP.1250212)
3. EASEMENT TO DRAIN WATER 6 WIDE (DP.1181165) (PARTIAL RELEASE)

CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
601	34	ACCOLADE	AVENUE	MORISSET
602	36	ACCOLADE	AVENUE	MORISSET
603	38	ACCOLADE	AVENUE	MORISSET
604	40	ACCOLADE	AVENUE	MORISSET
605	42	ACCOLADE	AVENUE	MORISSET
606	49	ACCOLADE	AVENUE	MORISSET
607	47	ACCOLADE	AVENUE	MORISSET
608	45	ACCOLADE	AVENUE	MORISSET
609	43	ACCOLADE	AVENUE	MORISSET
610	41	ACCOLADE	AVENUE	MORISSET
611	39	ACCOLADE	AVENUE	MORISSET
612	61	ADVANTAGE	AVENUE	MORISSET
613	64	ADVANTAGE	AVENUE	MORISSET
614	62	ADVANTAGE	AVENUE	MORISSET
615	60	ADVANTAGE	AVENUE	MORISSET

If space insufficient use additional annexure sheet

Surveyor's Reference: 240001-DP-001-E

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 3 OF 4 SHEET(S)

Registered:



02.12.2020

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 500
DP.1250212

DP1269060

Subdivision Certificate Number: . . . SC/117/2020 . . .
Date of Endorsement: . . . 30 NOVEMBER 2020 . . .

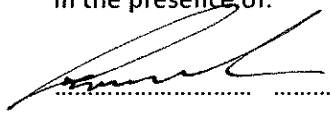
This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Owner:

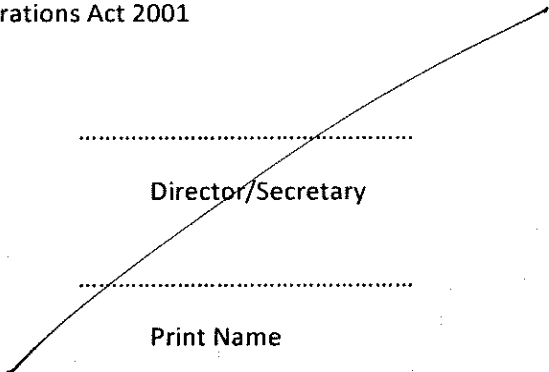
Executed by M1 Mega LF Pty Ltd ACN 633 440 892
pursuant to Section 127 of the Corporations Act 2001

In the presence of:


.....
SOE Director / SECRETARY

PAUL DAVID LAMBESS


Print Name


.....
Director/Secretary
.....
Print Name

If space insufficient use additional annexure sheet

Surveyor's Reference: 240001-DP-001-E

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** SHEET 4 OF 4 SHEET(S)

Registered:  02.12.2020 Office Use Only

Office Use Only
DP1269060

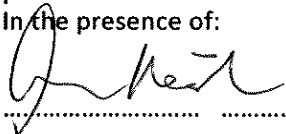
**PLAN OF SUBDIVISION OF LOT 500
DP.1250212**

This sheet is for the provision of the following information as required:
• A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
• Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
• Signatures and seals- see 195D *Conveyancing Act 1919*
• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate Number: *Sc. /117/2020.....*
Date of Endorsement: *30 NOVEMBER 2020..*

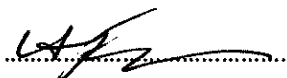
Mortgagee:

Executed by MC Morisset Pty Ltd ACN 641 360 198
pursuant to Section 127 of the Corporations Act 2001
In the presence of:


.....

Director
Adrian Redlich
.....

Print Name


.....

~~Director/Secretary~~
Anne Forbes-Harper
.....

Print Name

If space insufficient use additional annexure sheet

Surveyor's Reference: 240001-DP-001-E

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

Lengths are in metres

(Sheet 1 of 7 Sheets)

Plan:

DP1269060

Plan of Subdivision of Lot 500 D.P.
 1250212.
 covered by Subdivision Certificate
 No. *SC/117/2020*

Full Name and Address of
 the Owner of the land:

M1 Mega LF Pty Ltd
 ACN 633 440 892
 50 Hunter Street
 Newcastle NSW 2300

Full Name and Address of
 the Mortgagee of the land:

MC Morisset Pty Ltd
 ACN 641 360 198
 Level 24 477 Collins Street
 Melbourne VIC 3000

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to Drain Water 2 wide (A)	607	605 and 606
2	Easement to Drain Water 3 wide (B)	601 602 603 604	602, 603, 604 and 605 603, 604 and 605 604 and 605 605
3	Easement for Electricity and Other Purposes variable width (C).	601	Alpha Distribution Ministerial Holding Corporation ABN 67505337385
4	Restriction on the Use of Land	601 to 615 inclusive	Lake Macquarie City Council
5	Restriction on the Use of Land	Each lot	Every other lot
6	Easement to Drain Water variable width (D)	606	605

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

Lengths are in metres

(Sheet 2 of 7 Sheets)

Plan:

DP1269060

Plan of Subdivision of Lot 500 D.P.
1250212.
covered by Subdivision Certificate
No. *SC/117/2020*

PART 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Right of Carriageway variable width (DP 1181165)	500/1250212	Lake Macquarie City Council
2	Easement to Drain Water 5 wide (DP 1250212)	500/1250212	Lake Macquarie City Council
3	Easement to Drain Water 6 wide (DP 1181165) (Partial Release)	51/1181165	Part of 500/1250212 as regards to Lots 601 to 615 inclusive

PART 2 (Terms)

1. TERMS OF EASEMENT FOR ELECTRICITY AND OTHER PURPOSES NUMBERED 3 IN THE PLAN.

An easement is created on the terms and conditions set out in memorandum registered number AK980903. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

2. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 4 IN THE PLAN

No development shall take place on any of the lots hereby burdened unless it includes a stormwater detention system that achieves a restricted peak flow of not more than as listed in the table below in respect to that lot.

Lot 601	0.016	m3/s
Lot 602	0.021	m3/s
Lot 603	0.021	m3/s
Lot 604	0.023	m3/s
Lot 605	0.036	m3/s
Lot 606	0.031	m3/s
Lot 607	0.017	m3/s
Lot 608	0.017	m3/s
Lot 609	0.026	m3/s
Lot 610	0.032	m3/s
Lot 611	0.018	m3/s
Lot 612	0.009	m3/s
Lot 613	0.019	m3/s
Lot 614	0.012	m3/s
Lot 615	0.010	m3/s

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

Lengths are in metres

(Sheet 3 of 7 Sheets)

Plan:

DP1269060

Plan of Subdivision of Lot 500 D.P.
1250212.
covered by Subdivision Certificate
No. *SC/117/2020*

3. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 5 IN THE PLAN

No fence shall be erected on any lot hereby burdened to divide it from any adjoining lot owned by M1 Mega LF Pty Ltd without the consent of M1 Mega LF Pty Ltd, but such consent shall not be required if any fence is erected without expenses to M1 Mega LF Pty Ltd, and provided that such consent shall be deemed to have been given in respect of any fence erected at the date of registration of this instrument.

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE EASEMENTS AND RESTRICTION NUMBERED 1, 2, 4 AND 6 IN THE PLAN

Lake Macquarie City Council

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE EASEMENT NUMBERED 3 IN THE PLAN

Alpha Distribution Ministerial Holding Corporation.

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE RESTRICTION NUMBERED 5 IN THE PLAN

M1 Mega LF Pty Ltd its successors in title or assigns for such time as it remains the registered proprietor of any lot or lots in the said plan or any lots into which any of such may subsequently be subdivided or consolidated with other land and thereafter by the person or persons in whom the legal estate in fee simple is for the time being vested in any lots in the plan (other than public areas) having a common boundary with the lot burdened PROVIDED that any release variation or modification shall, if approved, be effected in all respects at the cost and expense of the person or persons requesting the release, variation or modification



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

Lengths are in metres

(Sheet 4 of 7 Sheets)

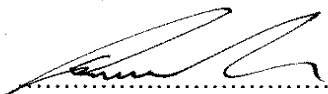
Plan:

DP1269060

Plan of Subdivision of Lot 500 D.P.
1250212.
covered by Subdivision Certificate
No. *SC/117/2020*

Owner:

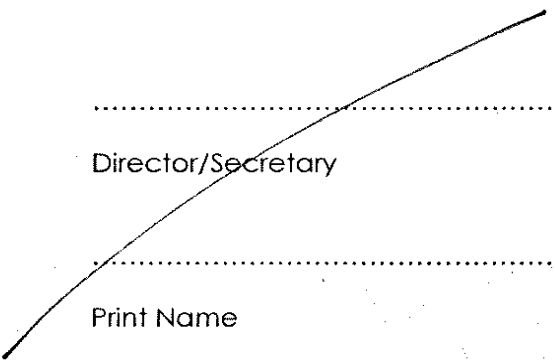
Executed by **M1 Mega LF Pty Ltd ACN 633 440 892**
pursuant to Section 127 of the Corporations Act 2001
In the presence of:


.....

SOLE Director / *SECRETARY*

PAUL DAVID LAMBESS
.....

Print Name


.....

Director/Secretary

.....

Print Name

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

Lengths are in metres

(Sheet 5 of 7 Sheets)

Plan:
DP1269060

Plan of Subdivision of Lot 500 D.P.
1250212.
covered by Subdivision Certificate
No. SC/117/2020

Mortgagee:

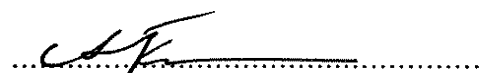
Executed by **MC Morisset Pty Ltd ACN 641 360 198**
pursuant to Section 127 of the Corporations Act 2001
In the presence of:



Director

Adrian Redlich

Print Name



Director/Secretary

Anne Forbes-Harper

Print Name

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

Lengths are in metres

(Sheet 6 of 7 Sheets)

Plan:

DP1269060

Plan of Subdivision of Lot 500 D.P.
1250212.
covered by Subdivision Certificate
No. *SC/117/2020*

Council:

Executed for and on behalf of **Lake Macquarie
City Council** by its authorised delegate pursuant
to s.377 Local Government Act 1993

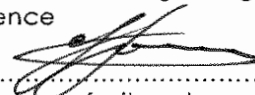


.....
(signature of delegate)

DAVID WILLIAM DAVITT

.....
(name of delegate)

I certify that I am an eligible witness
and that the delegate signed in my
presence



.....
(signature of witness)

GREGORY PETER JONES

.....
(name of witness)

**180 MAIN ROAD,
SPEERS POINT,
NSW 2284**

.....
(address of witness)



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

Lengths are in metres

(Sheet 7 of 7 Sheets)

Plan:

DP1269060

Plan of Subdivision of Lot 500 D.P.
1250212.
covered by Subdivision Certificate
No. *SC117/2020*

Certified correct for the purposes of the Real Property Act 1900 by the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorneys who signed this dealing pursuant to the power of attorney specified.

Signed, sealed and delivered for
ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044
ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023
ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032
ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078
Blue Asset Partner Pty Ltd ACN 615 217 493

on behalf of Alpha Distribution Ministerial Holding Corporation pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015 by its attorneys under power of attorney registered book 4734 no. 366

sign here ►



Attorney

sign here ►



Attorney

print name

Nigel Lowry

print name

Rob Amphlett Lewis

Date electronic
signature affixed

19 November 2020

Date electronic
signature affixed

19 November 2020

I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note*below]

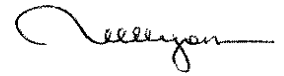
I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note*below]

sign here ►



Witness

sign here ►



Witness

print name

Sharon Daley

print name

Colette Elysee-Lyons

print address

24 Campbell St, Sydney

print address

24 Campbell Street, Sydney

Date electronic
signature affixed

19 November 2020

Date electronic
signature affixed

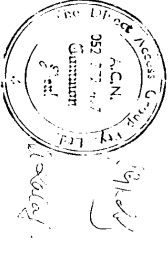
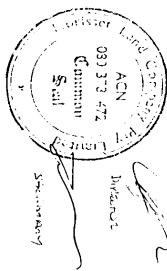
19 November 2020

*s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.



INCOMP-Metway Limited
 A/CN 010 831 722
 By its duly constituted
 Attorney under Power
 of Attorney Book
 3859 No. 372
Phillip Reginald Payne Level 1

Phillip Reginald Payne

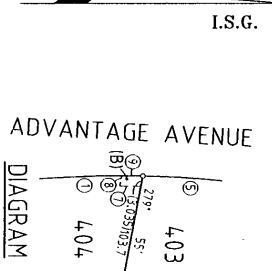


SIGNED AT MANTLAND THIS 13th DAY OF 1999 FOR NATIONAL AUSTRALIA BANK LIMITED BY GARY LEE ITS DUTY APPOINTED ATTORNEY UNDER POWER OF ATTORNEY NO. 599 BOOK 3854
Gary Lee
 MANAGER
 WITNESS

Crown Lands Office Approval
 Approved Officer
 Date of endorsement: 11.05.99

Subdivision Certificate no. 094.425
 Date of endorsement: 11.05.99
 Registrar-General
 Date of endorsement: 11.05.99

Office of the Registrar-General / Src: InfoTrack / Ref: Unit 3 Accolade Avenue
 110-6-2



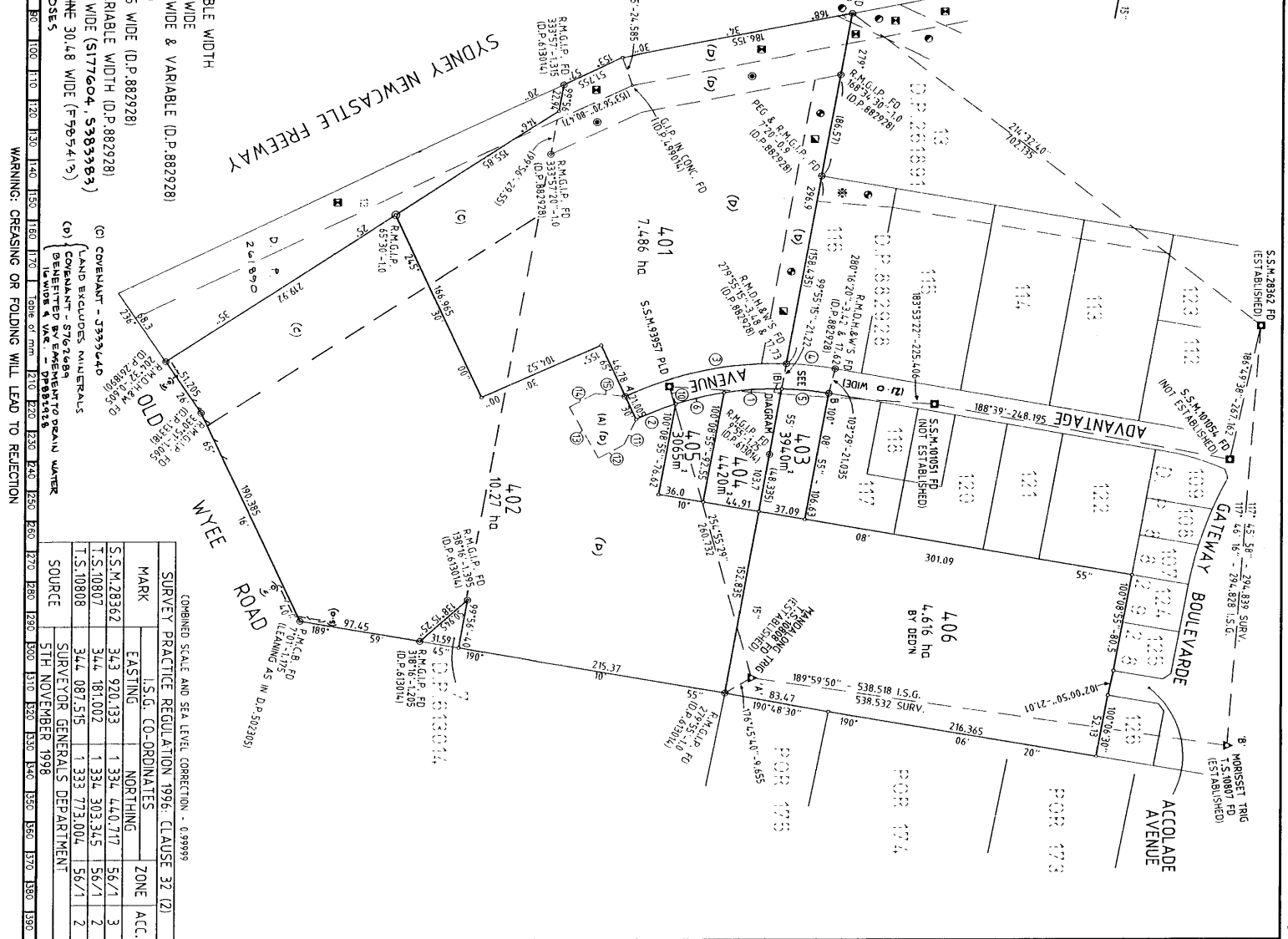
REFERENCE MARKS PLACED

LINE BEARING	FROM	DISTANCE
1. 125°50'	D.H.W.	3.2
2. 125°30'	D.H.W.	12.4
3. 124°20'	D.H.W.	12.4
4. 124°20'	D.H.W.	12.4
5. 124°20'	D.H.W.	12.4
6. 124°20'	D.H.W.	12.4
7. 124°20'	D.H.W.	12.4
8. 124°20'	D.H.W.	12.4
9. 124°20'	D.H.W.	12.4
10. 124°20'	D.H.W.	12.4
11. 124°20'	D.H.W.	12.4
12. 124°20'	D.H.W.	12.4
13. 124°20'	D.H.W.	12.4
14. 124°20'	D.H.W.	12.4
15. 124°20'	D.H.W.	12.4

SHORT LINE AND ARC TABLE

LINE BEARING	DISTANCE	ARC	RADIUS
1. 125°50'	45.98	45.945	248.5
2. 125°51'	33.992	34.02	248.5
3. 125°52'	22.005	22.01	248.5
4. 125°53'	10.018	10.015	248.5
5. 125°54'	3.031	3.03	248.5
6. 125°55'	0.044	0.045	248.5
7. 125°56'	0.007	0.007	248.5
8. 125°57'	0.001	0.001	248.5
9. 125°58'	0.000	0.000	248.5
10. 125°59'	0.000	0.000	248.5
11. 126°00'	0.000	0.000	248.5
12. 126°01'	0.000	0.000	248.5
13. 126°02'	0.000	0.000	248.5
14. 126°03'	0.000	0.000	248.5
15. 126°04'	0.000	0.000	248.5

- (A) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
- (B) EASEMENT TO DRAIN WATER 3 WIDE
- (C) EASEMENT TO DRAIN WATER 16 WIDE & VARIABLE (D.P. 882928)
- (D) POSITIVE COVENANT (D.P. 882928)
- (E) EASEMENT TO DRAIN WATER 19.5 WIDE (D.P. 882928)
- (F) EASEMENT FOR PIPELINE VARIABLE WIDTH (D.P. 882928)
- (G) EASEMENT FOR PIPELINE 24.985 WIDE (S177604, S883983)
- (H) EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (F9054173)
- (I) COVENANT - S339240
- (J) COVENANT - S162489
- (K) COVENANT - S162489
- (L) COVENANT - S162489
- (M) COVENANT - S162489
- (N) COVENANT - S162489
- (O) COVENANT - S162489
- (P) COVENANT - S162489
- (Q) COVENANT - S162489
- (R) COVENANT - S162489
- (S) COVENANT - S162489
- (T) COVENANT - S162489
- (U) COVENANT - S162489
- (V) COVENANT - S162489
- (W) COVENANT - S162489
- (X) COVENANT - S162489
- (Y) COVENANT - S162489
- (Z) COVENANT - S162489



Registered: 7-6-1999
 C.A. No 099-025 OF 11.5.1999
 The System: TORRENS
 Purpose: SUBDIVISION
 Ref: U3627-3 #
 Last Plan: DP 502305, DP 613014, DP 882928

PLAN OF SUBDIVISION OF LOT 5 & 6 D.P. 613014, LOT 2 D.P. 502305 & LOT 129 D.P. 882928

Lengths are in metres. Reduction Ratio 1:2500

LAKE MACQUARIE CITY
 LAKE MACQUARIE CITY
 MANDOLONG
 NORTHUMBERLAND

This is sheet 1 of my plan in sheets (delete if applicable)

SIGNATURE: MICHAEL JOHN DELBRIDGE
 D.P. 882928 D.P. 15318
 D.P. 613014 D.P. 261890
 D.P. 502305
 D.P. 499014

PLANT FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

(1) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
 (2) EASEMENT TO DRAIN WATER 3 WIDE
 (3) RESTRICTION ON USE OF LAND

(B) IT IS INTENDED TO DEDICATE THE EXTENSION OF ADVANTAGE AVENUE TO THE PUBLIC AS ROAD

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED**

Lengths are in metres

(Sheet 1 of 4 Sheets)

DP1001919

Subdivision of Lots 5 and 6
DP 613014, Lot 2 DP 502305 and Lot
129 DP 882928

**Full Name and Address of
The Owner of the land:**

Morisset Land Company Pty Limited
A.C.N. 080 378 472
Unit 1, 11 Glenwood Drive
THORNTON NSW 2322

The Direct Access Group Pty Limited
A.C.N. 052 372 497
Unit 1, 19 Kenrick Street
THE JUNCTION NSW 2291

**Full Name and Address of
The Mortgagee of the land:**

National Australia Bank Limited
A.C.N. 004 044 937
Suite 1, Caroline Place
MAITLAND NSW 2320

Suncorp-Metway Limited
A.C.N. 010 831 722
Level 3, 414 Hunter Street
NEWCASTLE NSW 2300

PART 1

1. **Identity of Easement to be created
and firstly referred to in the plan** Right of Carriageway variable width.

SCHEDULE OF LOTS ETC AFFECTED

LOTS BURDENED

402

AUTHORITY BENEFITED

Lake Macquarie City Council



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED**

Lengths are in metres

(Sheet 2 of 4 Sheets)

DP1001919

Subdivision of Lots 5 and 6
DP 613014, Lot 2 DP 502305 and Lot
129 DP 882928

2. **Identity of Easement to be created
and secondly referred to in the plan** Easement to Drain Water 3 wide .

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

404

LOTS BENEFITED

403

3. **Identity of Restriction to be created
and thirdly referred to in the plan** Restriction on the Use of Land.

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

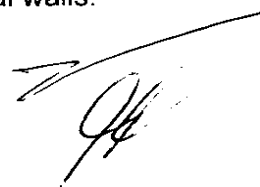
Each lot

AUTHORITY BENEFITED

Every other lot

PART 2

- 1 **Terms of Restriction on the Use of Land thirdly referred to in the
abovementioned plan.**
- (a) No fence will be erected on each Lot burdened to divide it from any adjoining land owned by Morisset Land Company Pty Limited or The Direct Access Group Pty Limited or both of them without the consent of Morisset Land Company Pty Limited & The Direct Access Group Pty Limited which consent will not be unreasonably withheld if such fence is erected without expense to Morisset Land Company Pty Limited or The Direct Access Group Pty Limited and provided that this restriction shall remain in force only during such period as Morisset Land Company Pty Limited or The Direct Access Group Pty Limited is the Registered Proprietor of any land in the plan or any land immediately adjoining the land in the plan, whichever is the later.
- (b) No building may without the prior written consent of Morisset Land Company Pty Limited & The Direct Access Group Pty Limited be erected or permitted to remain erected on any Lot burdened with external walls:



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED**

Lengths are in metres

(Sheet 3 of 4 Sheets)

DP1001919

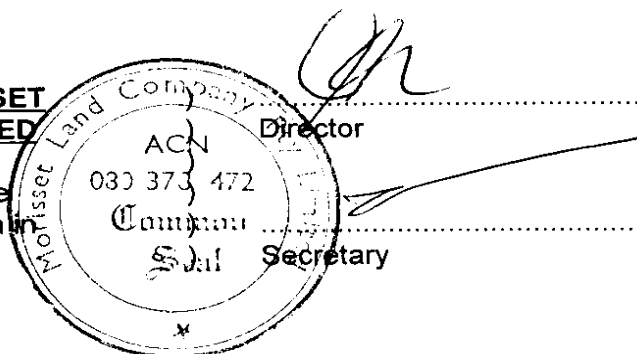
Subdivision of Lots 5 and 6
DP 613014, Lot 2 DP 502305 and Lot 129
DP 882928

- (i) of any sheeting or cladding of metal, fibrous concrete or timber unless such walls are painted;
- (ii) of any masonry construction including but not limited to brick, concrete, lightweight concrete or stone unless such walls are face brick, exposed aggregate or painted.
- (c) That there will not be carried on upon any Lot burdened the business of an automobile wrecker unless all wrecks and workings are enclosed within a building.
- (d) That there will not be carried upon any Lot burdened the business of a scrap metal dealer unless all wrecks and workings are enclosed within a building.
- (e) No noxious, noisome or offensive trade or business will be conducted or carried out on any Lot burdened.

Name of person empowered to release, vary or modify the easement and restrictions on use thirdly referred to in the abovementioned plan.

Morisset Land Company Pty Limited A.C.N. 080 378 472 & The Direct Access Group Pty Limited A.C.N. 052 372 497 jointly whilst both remain the registered proprietor of any land in Lot 5 in DP 613014, Lot 6 in DP 613014 and Lot 2 in DP 502305 and Lot 129 DP 882928 and if one remains the registered proprietor of any such land then such right shall vest in the one which remains the registered proprietor of such land and if neither owns any such land then such right shall vest in Lake Macquarie Council.

The Common Seal of **MORISSET
LAND COMPANY PTY LIMITED**
A.C.N. 080 378 472 was
hereunto affixed in accordance
with the Articles of Association in
the presence of:



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED**

Lengths are in metres

(Sheet 4 of 4 Sheets)

DP1001919

Subdivision of Lots 5 and 6
DP 613014, Lot 2 DP 502305 and Lot 129
DP 882928

The Common Seal of **THE DIRECT
ACCESS GROUP PTY LIMITED**
A.C.N. 052 372 497 was
hereunto affixed in accordance
with the Articles of Association in
the presence of:



M. Kelly
.....
Director

A. Kelly
.....
Secretary

The Common Seal of **NATIONAL
AUSTRALIA BANK LIMITED**
A.C.N. 004 044 937
Was hereunto affixed in accordance
With the Articles of Association in
The presence of:

.....
Director

.....
Secretary

SIGNED AT MAITLAND THIS ...
OF ...
AUSTRALIA BANK LIMITED BY GARY LEE
ITS DULY APPOINTED ATTORNEY UNDER
POWER OF ATTORNEY
NO. 549 BOOK 3859
Gary Lee
MANAGER
WITNESS
Paul Hickey
WITNESS

Paul Hickey

The Common Seal of **SUNCORP-
METWAY LIMITED**
A.C.N. 010 831 722
was hereunto affixed in accordance
with the Articles of Association in
the presence of:

[Signature]
.....
Director

.....
Secretary

By its duly constituted attorney
under Power of Attorney
Book 3859 No. 372

REGISTERED 7-6-1999

[Signature]

19 January 2024

INFOTRACK PTY LTD
PO Box 4029
SYDNEY NSW 2001

Our Ref:164501
Your Ref: UNIT 3
ACCOLADE AV:176931
ABN 81 065 027 868

**PLANNING CERTIFICATE UNDER THE
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

Fee Paid: 67.00
Receipt No: 13153984
Receipt Date: 18 January 2024

DESCRIPTION OF LAND

Address: 41 Accolade Avenue, MORISSET NSW 2264
Lot Details: Lot 610 DP 1269060
Parish: Mandolong
County: Northumberland

For: MORVEN CAMERON
GENERAL MANAGER



ADVICE PROVIDED IN ACCORDANCE WITH SUBSECTION (2)

1 Names of Relevant Planning Instruments and Development Control Plans

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

Lake Macquarie Local Environmental Plan 2014

Lake Macquarie Development Control Plan 2014

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 4 Koala habitat protection 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 6 Bushland in urban areas

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 7 Canal estate development

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

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Industry and Employment) 2021 –

Chapter 3 Advertising and signage

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 2 State and regional development

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 4 Concurrences and consents

State Environmental Planning Policy (Precincts—Central River City) 2021 –

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts-Eastern Harbour City) 2021 –

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts-Regional) 2021

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts—Western Parkland City) 2021 –

Chapter 2 State significant precincts

State Environmental Planning Policy (Primary Production) 2021 –

Chapter 2 Primary production and rural development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 3 Hazardous and offensive development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 4 Remediation of land

State Environmental Planning Policy (Resources and Energy) 2021 –

Chapter 2 Mining, petroleum production and extractive industries

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 2 Infrastructure

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 3 Educational establishments and child care facilities

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

- (2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

Lake Macquarie Draft Development Control Plan 2014

- (3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if —
- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
 - (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.
- (4) In this section, proposed environmental planning instrument includes a planning proposal for a Local Environmental Plan or a Draft environmental planning instrument.

2 Zoning and land use under relevant Local Environmental Plans

- (1) The following answers (a) to (f) relate to the instrument (see 1(1) above).

(a)

- (i) The identity of the zone applying to the land.

E4 General Industrial

under Lake Macquarie Local Environmental Plan 2014

- (ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.

Building identification signs; Business identification signs

- (iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.
- Depots; Freight transport facilities; Garden centres; General industries; Goods repair and reuse premises; Hardware and building supplies; Industrial retail outlets; Industrial training facilities; Light industries; Local distribution premises; Medical centres; Neighbourhood shops; Oyster aquaculture; Take away food and drink premises; Tank-based aquaculture; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4
- (iv) The purposes for which the Instrument provides that development is prohibited within the zone.
- Advertising structures; Air transport facilities; Amusement centres; Boat launching ramps; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Community facilities; Correctional centres; Eco-tourist facilities; Educational establishments; Entertainment facilities; Exhibition homes; Exhibition villages; Extensive agriculture; Extractive industries; Farm buildings; Forestry; Function centres; Funeral homes; Health services facilities; Heavy industrial storage establishments; Heavy industries; Highway service centres; Home businesses; Home occupations; Home-based child care; Information and education facilities; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Pond-based aquaculture; Public administration buildings; Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Residential accommodation; Restricted premises; Rural industries; Tourist and visitor accommodation; Water recreation structures

NOTE: The advice in sections (a) above relates only to restrictions that apply by virtue of the zones indicated. The Lake Macquarie LEP 2014 includes additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.

- (b) Whether additional permitted uses apply to the land,
No
- (c) Whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.
There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.
- (d) Whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,
No
- (e) Whether the land is in a conservation area (however described).

No

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

Local Environmental Plan 2014 Schedule 5 Part 1 Heritage Items

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 1 Heritage items.

Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas.

Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites.

Local Environmental Plan 2014 Schedule 5 Part 4 Landscape Items

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 4 Landscape items.

Local Environmental Plan 2004 Schedule 4 Part 1 Heritage Items

There are no heritage items listed for this land within Local Environmental Plan 2004 Schedule 4 Part 1.

Local Environmental Plan 2004 Part 11 Clause 150 Environmental Heritage

There are no heritage items listed for this land within Local Environmental Plan 2004 Part 11 Clause 150 – South Wallarah Peninsula.

Local Environmental Plan 2014 Heritage Map

The land is not identified as a Village Precinct on the Heritage Map.

NOTE:

An item of environmental heritage, namely Aboriginal heritage, listed within the Aboriginal Heritage Information Management System (AHIMS), may affect the land. Aboriginal objects are protected under the National Parks and Wildlife Act 1974. If Aboriginal objects are found during development, works are to stop and the Office of Environment and Heritage (OEH) contacted immediately. For further information and to access the AHIMS registrar, refer to <http://www.environment.nsw.gov.au>

- (2) The following answers relate to the Draft Instrument (see 1(2) above).

- (a) Nil

NOTE: The advice in section (a) above relates only to restrictions that apply by virtue of the zones indicated. The Draft instrument may include additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.

- (b) Whether draft additional permitted uses apply to the land
No
- (c) Whether any draft development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.
There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.
- (d) Whether the land is in a draft area of outstanding biodiversity value under *the Biodiversity Conservation Act 2016*,
No
- (e) Whether the land is in a draft conservation area (however described).
No
- (f) Whether a draft item of environmental heritage (however described) is situated on the land.
No

3 Contributions Plans

- (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.
Lake Macquarie City Council Development Contributions Plan - Morisset Contributions Catchment - 2012
The Lake Macquarie City Council Section 7.12 Contributions Plan – Citywide 2019
- (2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4, and the name of the Ministerial planning order in which the region is identified.
Yes,
The subject land is within The Lower Hunter Region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies.
- (3) If the land is in a special contributions area to which a continued 7.23 determination

applies,

Nil

- (4) In this section continued 7.23 determination means a 7.23 determination that -
- (a) has been continued in force by the Act, Schedule 4, Part 1, and
 - (b) has not been repealed as provided by that part.

NOTE: The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

4 Complying development

The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) or (4), and 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Low Rise Housing Diversity Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Housing Alterations Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Commercial and Industrial Alterations Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Commercial and Industrial (New Buildings and Additions) Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Subdivisions Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Rural Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Greenfield Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

General Development Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Demolition Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Fire Safety Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Container Recycling Facilities Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

5 Exempt development

The extent to which the land is land on which exempt development may be carried out under each of the codes for exempt development because of the provisions of clauses 1.16(1)(b1)–(d) or 1.16A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Note: If a lot is not specifically listed in this section then, Exempt development under this Code **MAY** be carried out on the lot.

6 Affected building notices and building product rectification orders

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

No, Council **has not** been notified that an affected building notice is in force in respect of this land.

- (b) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with.

A building rectification order **is not** in force in respect of this land.

- (c) Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

A notice of intention to make a building product rectification order **has not** been given in respect of this land.

- (2) In this section -

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

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

7 Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Section 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

No

8 Road widening and road realignment

Whether the land is affected by any road widening or realignment under:

- (a) Division 2 of Part 3 of the *Roads Act 1993*.

No

- (b) any environmental planning instrument.

No

- (c) any resolution of the Council.

No, other road widening proposals may affect this land and if so, will be noted on the Section 10.7 Subsection (5) certificate.

9 Flood related development controls information

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

No

- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

No

- (3) In this section -

flood planning area has the same meaning as in the Flood Risk Management Manual.

Flood Risk Management Manual means the *Flood Risk Management Manual*, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

probable maximum flood has the same meaning as in the Flood Risk Management Manual.

10 Council and other public authority policies on hazard risk restrictions

- (1) Whether or not the land is affected by a **POLICY** that restricts the development of the land because of the likelihood of:
- (a) land slip or subsidence
Yes
Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by Council's geotechnical areas map. The map is available for viewing at the Council. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.
 - (b) bushfire
Yes
 - (c) tidal inundation
No
 - (d) acid sulfate soils
Yes
Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by the Acid Sulfate Soils Map. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.
 - (e) contaminated or potentially contaminated land
Yes
Council has adopted a policy that may restrict the development of Contaminated or Potentially Contaminated land. This policy is implemented when zoning, development, or land use changes are proposed. Council does not hold sufficient information about previous use of the land to determine whether the land is contaminated. Consideration of Council's adopted Policy located in the applicable DCP noted in Clause 1(3) above, and the application of provisions under relevant State legislation is recommended.
 - (f) aircraft noise
No
 - (g) salinity
No
 - (h) any other risk (other than flooding).
No

(2) In this section —

adopted policy means a policy adopted —

- (a) by the council, or
- (b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

NOTE: The absence of a council policy restricting development of the land by reason of a particular natural hazard does not mean that the risk from that hazard is non-existent.

11 Bush Fire Prone Land

Note: If a lot is not specifically listed in this section then, **NONE** of that lot is bush fire prone land.

Lot 610 DP 1269060 - ALL of the land is bush fire prone land.

12 Loose-fill asbestos insulation

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

No. Council **has not** been notified that a residential premises erected on this land has been identified in the NSW Fair Trading Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

13 Mine subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

The land IS WITHIN a declared Mine Subsidence District under section 20 of the Coal Mine Subsidence Compensation Act 2017. Development in a Mine Subsidence District requires approval from Subsidence Advisory NSW. Subsidence Advisory NSW provides compensation to property owners for mine subsidence damage. To be eligible for compensation, development must be constructed in accordance with Subsidence Advisory NSW approval. Subsidence Advisory NSW has set surface development guidelines for properties in Mine Subsidence Districts that specify building requirements to help prevent potential damage from coal mine subsidence.

NOTE: The advice in section 13 above relates only to a Mine Subsidence District. Further information relating to underground mining which may occur outside Mine Subsidence Districts should be sought. Underground mining information can be found on the Subsidence Advisory NSW website.

14 Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.
Nil
- (2) The date of any subdivision order that applies to the land.
Not Applicable
- (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

15 Property Vegetation Plans

The land IS NOT subject to a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force).

16 Biodiversity stewardship sites

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

NOTE: Biodiversity stewardship agreements include biobanking agreements under the [Threatened Species Conservation Act 1995](#), Part 7A that are taken to be biodiversity stewardship agreements under the [Biodiversity Conservation Act 2016](#), Part 5.

17 Biodiversity Certified Land

This land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

NOTE: Biodiversity certified land includes land certified under the [Threatened Species Conservation Act 1995](#), Part 7AA that is taken to be certified under the [Biodiversity Conservation Act 2016](#), Part 8.

18 Orders under *Trees (Disputes Between Neighbours) Act 2006*

Has an order been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry

out work in relation to a tree on the land (but only if the council has been notified of the order).

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

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

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

Nil

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

20 Conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, a statement setting out terms of a kind referred to in the Policy, clause 88(2) that have been imposed as a condition of development consent granted after 11 October 2007 in relation to the land.

Nil

21 Site compatibility certificates and conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.

Council is not aware of any site capability certificate for any proposed development on the land.

- (2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

Nil

- (3) Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

Council is not aware of any conditions of a development consent referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

- (4) In this section—

former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

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:

Matters arising under the Contaminated Land Management Act 1997 (s59 (2))

- (a) The land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,
No
- (b) The land to which the certificate relates is subject to a management order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,
No
- (c) The land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,
No
- (d) The land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,
No
- (e) The land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.
No



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS

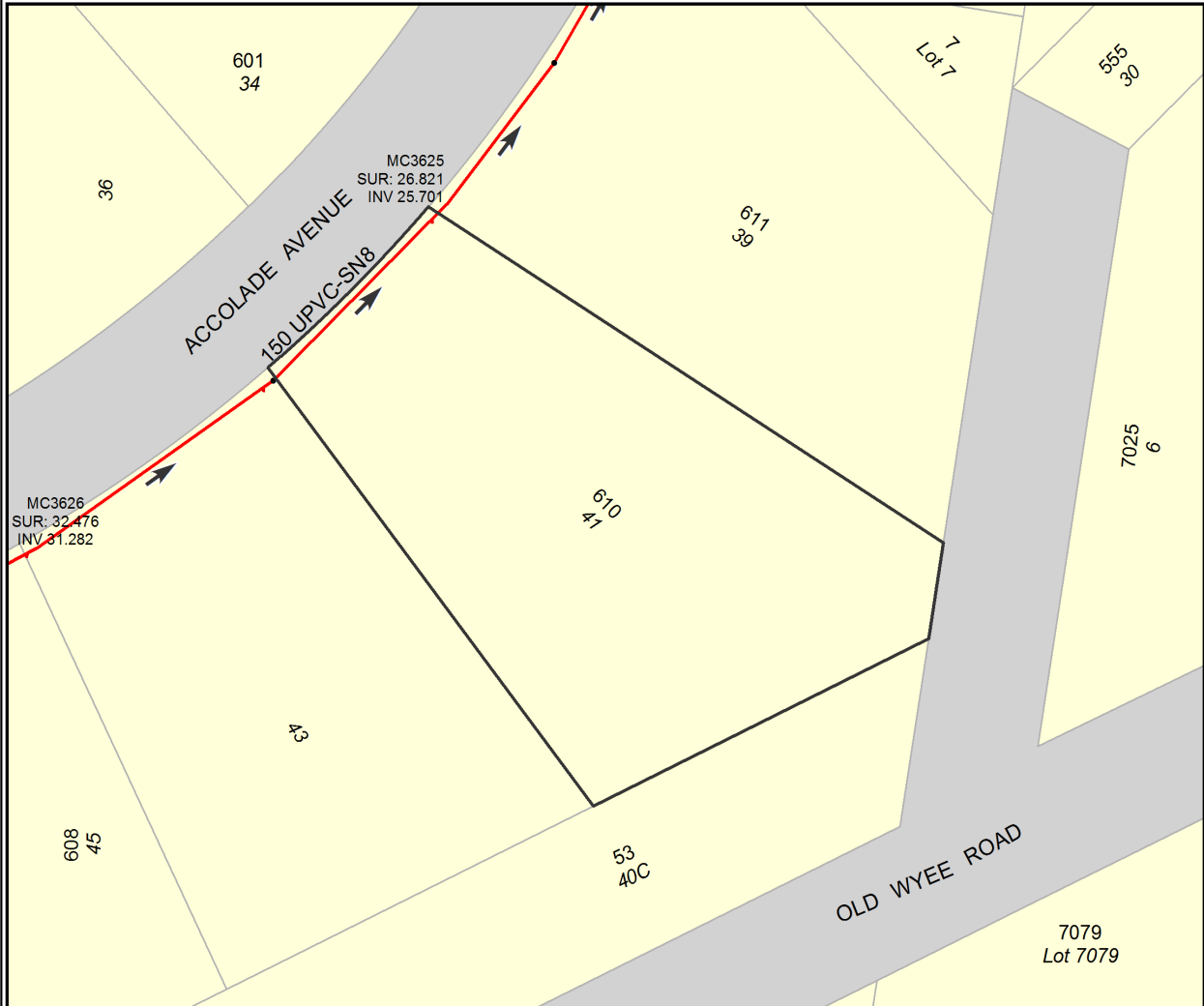


InfoTrack
41 ACCOLADE
MORISSET NSW

APPLICATION NO.: 2178828
APPLICANT REF: M Unit 3 Accolade Avenue
RATEABLE PREMISE NO.: 9999912165

PROPERTY ADDRESS: 41 ACCOLADE AVE MORISSET 2264

LOT/SECTION/DP:SP: 610//DP 1269060



SEWER POSITION APPROXIMATE ONLY.
SUBJECT PROPERTY BOLD.
ALL MEASUREMENTS ARE METRIC.

IF A SEWERMAIN IS LAID WITHIN THE BOUNDARIES OF THE LOT, SPECIAL REQUIREMENTS FOR THE PROTECTION OF THE SEWERMAIN APPLY IF DEVELOPMENT IS UNDERTAKEN. IN THESE CASES, IT IS RECOMMENDED THAT YOU SEEK ADVICE ON THE SPECIAL REQUIREMENTS PRIOR TO PURCHASE. PHONE 1300 657 657, FOR MORE INFORMATION.

IMPORTANT:
IF THIS PLAN INDICATES A SEWER CONNECTION IS AVAILABLE OR PROPOSED FOR THE SUBJECT PROPERTY, IT IS THE INTENDING OWNERS RESPONSIBILITY TO DETERMINE WHETHER IT IS PRACTICABLE TO DISCHARGE WASTEWATER FROM ALL PARTS OF THE PROPERTY TO THAT CONNECTION.

ANY INFORMATION ON THIS PLAN MAY NOT BE UP TO DATE AND THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR ITS ACCURACY.

Date: 18/01/2024

Scale at A4: 1:1,000

CADASTRAL DATA © LPI OF NSW
CONTOUR DATA © AAMHatch
© Department of Planning

SEWER/WATER/RECYCLED WATER
UTILITY DATA
© HUNTER WATER CORPORATION

Approved Form 7	Strata Plan By-laws	Sheet 1 of 4 sheets
Registered:		Office Use Only

Instrument setting out the details of by-laws to be created upon registration of a strata plan

1. Vehicles

- A. An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.
- B. The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

2. Obstruction of common property

- A. An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis

3. Damage to common property

- A. An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- B. An approval given by the owners corporation under By-Law 3.A cannot authorise any additions to the common property.
- C. This by-law does not prevent an owner or person authorised by an owner from installing:
 - I. any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - II. any screen or other device to prevent entry of animals or insects on the lot, or
 - III. any sign to advertise the activities of the occupier of the lot, or
 - IV. any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- D. Any such locking or safety device, screen, other device or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the owners corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of the building.
- E. Despite section 62 of the Strata Schemes Management Act, the owner of a lot must:
 - I. maintain and keep in a state of good and serviceable repair any installation referred to in clause By-Law 3.C that forms part of the common property and that services the lot, and
 - II. repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or sign referred to in By-Law 3.C that forms part of the common property and that services the lot.

4. Children on common property

- A. An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to remain on common property, unless accompanied by an adult exercising effective control.

5. Behaviour of invitees

- A. An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier

Approved Form 7	Strata Plan By-laws	Sheet 2 of 4 sheets
Registered:		Office Use Only

do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

6. Depositing rubbish and other material on common property

- A. An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the written approval of the owners corporation.

7. Cleaning windows and door

- A. An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:
- I. the owners corporation resolves that it will keep the glass or specified part of the glass clean, or
 - II. that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

8. Garbage disposal

- A. An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
- I. must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - II. must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - III. for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - IV. when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in By-Law 8.A.I, and
 - V. must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - VI. must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- B. An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- I. must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - II. must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled
- C. An owner or occupier of a lot must:

Approved Form 7	Strata Plan By-laws	Sheet 3 of 4 sheets
Registered:		Office Use Only

- I. comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
- II. notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- D. The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.
- E. This by-law does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

9. Appearance of lot

- A. The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

10. Change in use of lot to be notified

- A. An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot).

11. Preservation of fire safety

- A. The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

12. Prevention of hazards

- A. The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

13. Provision of amenities or services

- A. The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - I. security services,
 - II. promotional services,
 - III. cleaning,
 - IV. garbage disposal and recycling services,
 - V. electricity, water or gas supply,
 - VI. telecommunication services (for example, cable television).
- B. If the owners corporation makes a resolution referred to in By-Law 13.A. to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the

Approved Form 7	Strata Plan By-laws	Sheet 4 of 4 sheets
Registered:		Office Use Only

conditions on which, it will provide the amenity or service.

14. Compliance with planning and other requirements

- A. The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

15. Service of documents on owner of lot by owners corporation

- A. A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

Execution by Registered Proprietors

Executed for and on behalf of **41 ACCOLADE AVENUE PTY LTD ATF 41 ACCOLADE AVENUE TRUST**
pursuant to Section 127 of the Corporations Act 2001 (Cth) by its authorised officers:

Name:
Office Held:

Name:
Office Held:

Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

VENDOR	
PROPERTY	

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	No Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	No Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	No Yes If Yes, please specify scheme type:

DETAILS					
Completion			Refer to clause(s):		
Is there a sunset date?	No Yes	Can this date be extended?	No Yes	Refer to clause(s):	
Does the purchaser pay anything more if they do not complete on time?	No Yes	Provide details, including relevant clause(s) of contract:			
Has development approval been obtained?	No Yes	Development Approval No:			
Has a principal certifying authority been appointed?	No Yes	Provide details:			
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	No Yes	Provide details, including relevant clause(s) of contract:			

ATTACHMENTS (s66ZM(2) of the Conveyancing Act 1919)	
The following prescribed documents are included in this disclosure statement (select all that apply).	
draft plan s88B instrument proposed to be lodged with draft plan proposed schedule of finishes draft strata by-laws draft strata development contract	draft community/precinct/neighbourhood/management statement draft community/precinct/neighbourhood/development contract draft strata management statement draft building management statement

Proposed light industrial development
comprising (13) units



No.41 Accolade Avenue, Morisset NSW

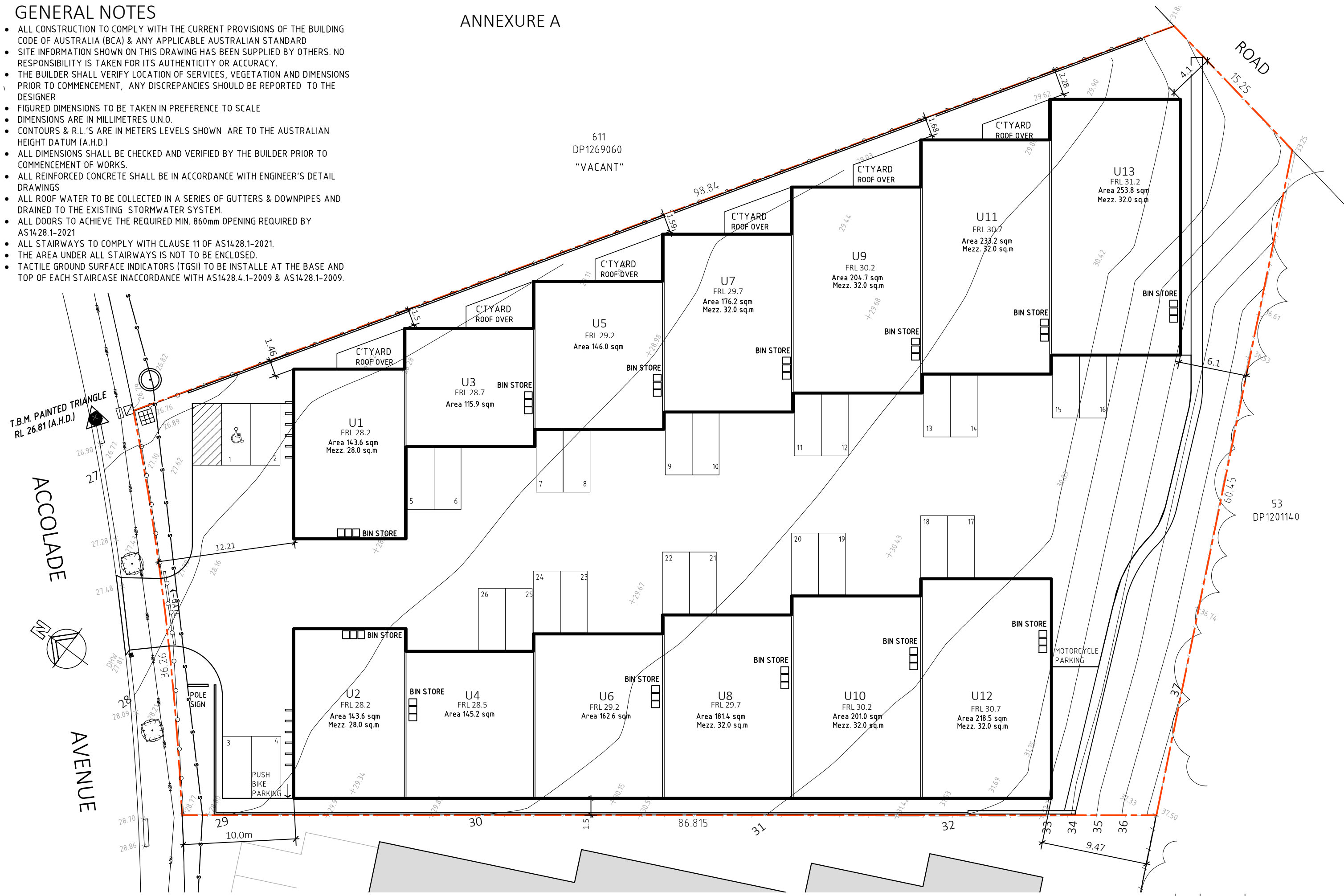
DRAWING LIST

- A01 SITE PLAN
- A02 GROUND FLOOR PLAN
- A03 FIRST FLOOR PLAN
- A04 ROOF PLAN
- A05 ELEVATIONS
- A06 ELEVATIONS
- A07 SECTIONS

GENERAL NOTES

ANNEXURE A

- ALL CONSTRUCTION TO COMPLY WITH THE CURRENT PROVISIONS OF THE BUILDING CODE OF AUSTRALIA (BCA) & ANY APPLICABLE AUSTRALIAN STANDARD
- SITE INFORMATION SHOWN ON THIS DRAWING HAS BEEN SUPPLIED BY OTHERS. NO RESPONSIBILITY IS TAKEN FOR ITS AUTHENTICITY OR ACCURACY.
- THE BUILDER SHALL VERIFY LOCATION OF SERVICES, VEGETATION AND DIMENSIONS PRIOR TO COMMENCEMENT, ANY DISCREPANCIES SHOULD BE REPORTED TO THE DESIGNER
- FIGURED DIMENSIONS TO BE TAKEN IN PREFERENCE TO SCALE
- DIMENSIONS ARE IN MILLIMETRES U.N.O.
- CONTOURS & R.L.'S ARE IN METERS LEVELS SHOWN ARE TO THE AUSTRALIAN HEIGHT DATUM (A.H.D.)
- ALL DIMENSIONS SHALL BE CHECKED AND VERIFIED BY THE BUILDER PRIOR TO COMMENCEMENT OF WORKS.
- ALL REINFORCED CONCRETE SHALL BE IN ACCORDANCE WITH ENGINEER'S DETAIL DRAWINGS
- ALL ROOF WATER TO BE COLLECTED IN A SERIES OF GUTTERS & DOWNPIPES AND DRAINED TO THE EXISTING STORMWATER SYSTEM.
- ALL DOORS TO ACHIEVE THE REQUIRED MIN. 860mm OPENING REQUIRED BY AS1428.1-2021
- ALL STAIRWAYS TO COMPLY WITH CLAUSE 11 OF AS1428.1-2021.
- THE AREA UNDER ALL STAIRWAYS IS NOT TO BE ENCLOSED.
- TACTILE GROUND SURFACE INDICATORS (TGS) TO BE INSTALLED AT THE BASE AND TOP OF EACH STAIRCASE IN ACCORDANCE WITH AS1428.4.1-2009 & AS1428.1-2009.



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			Date JULY 2023					
						Revision		A01
						Scale 1:300 @ A3		

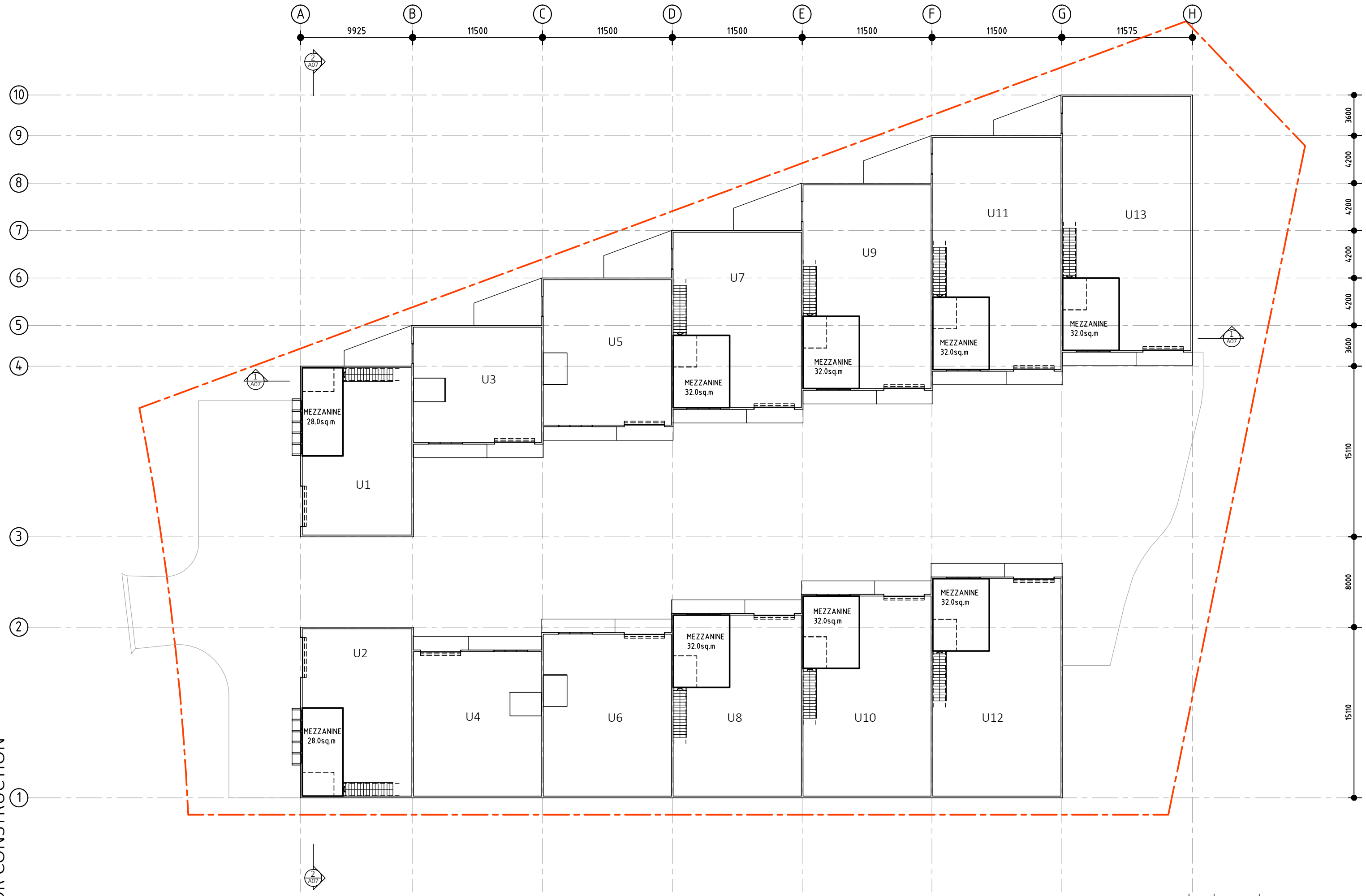
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			Date JULY 2023			Revision

A02

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MASON DEVELOPMENT GROUP

Ref.No. 2307_0424
Date JULY 2023

Location 41 ACCOLADE AVENUE
MORISSET NSW

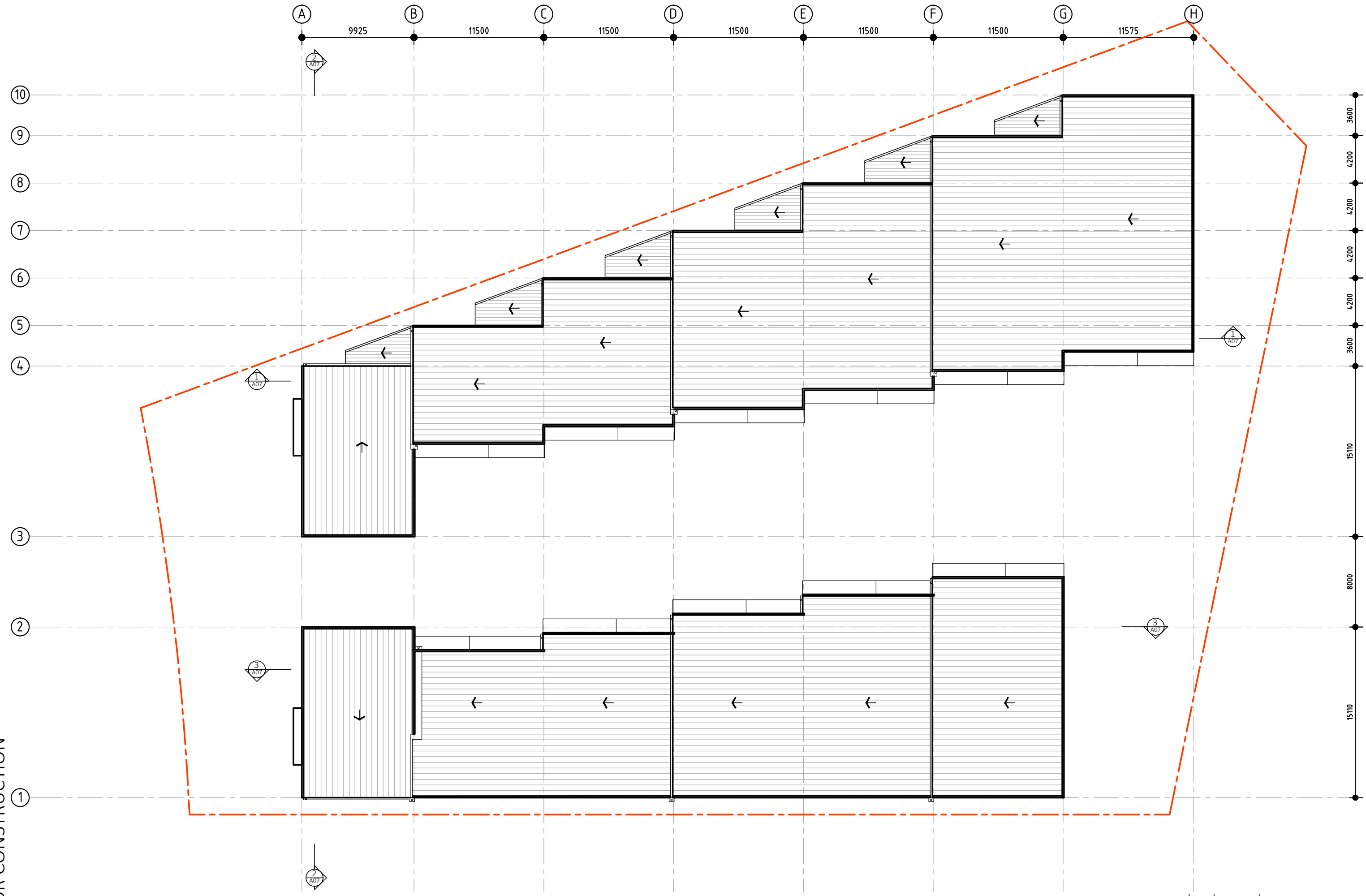
Drawing FIRST FLOOR PLAN

Rev.	Date	Description

Scale 1:300 @ A3

A03

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Ref.No. 2307_0424
Date JULY 2023

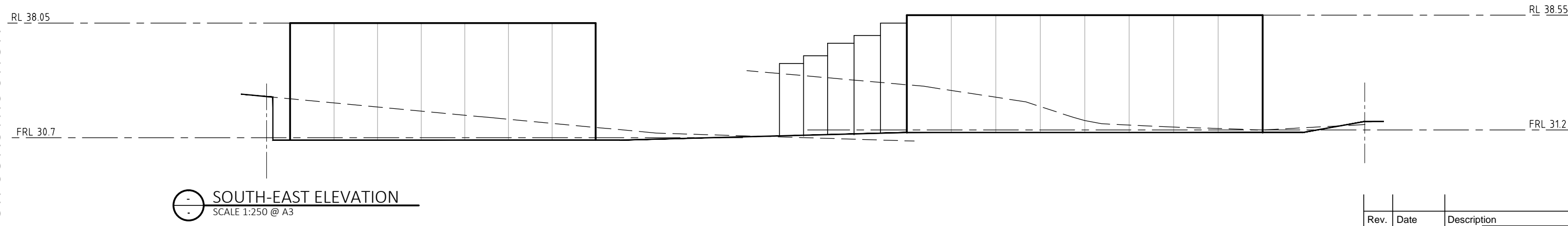
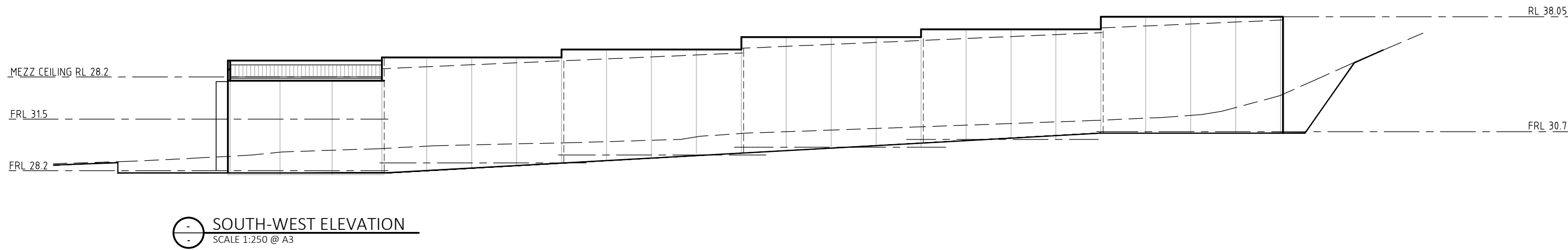
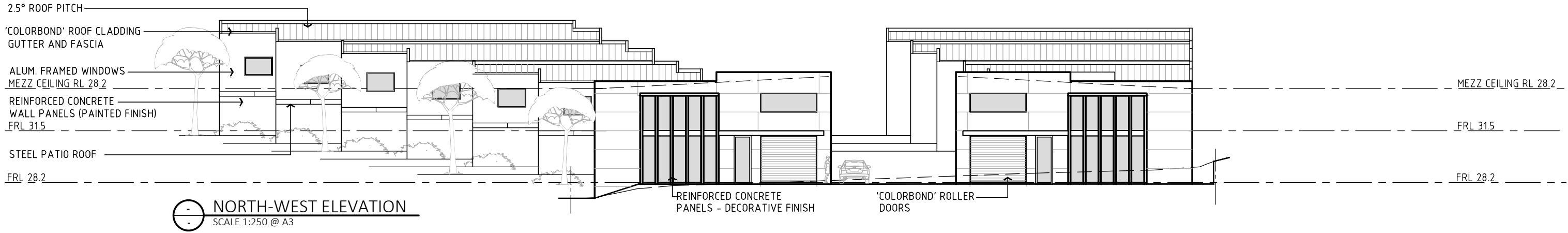
Location 41 ACCOLADE AVENUE
MORISSET NSW

Drawing
ROOF PLAN

Rev.	Date	Description

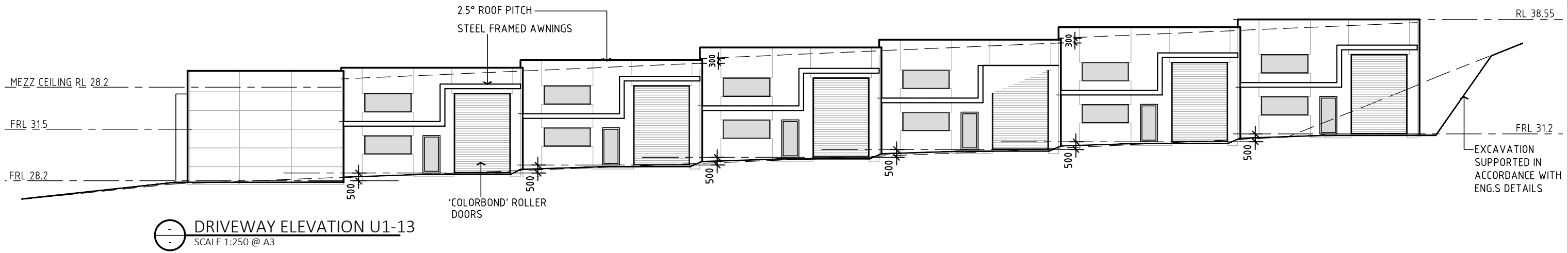
Scale 1:300 @ A3

A04



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			Date JULY 2023			Revision		
						Scale 1:250 @ A3	A05	



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MASON DEVELOPMENT GROUP

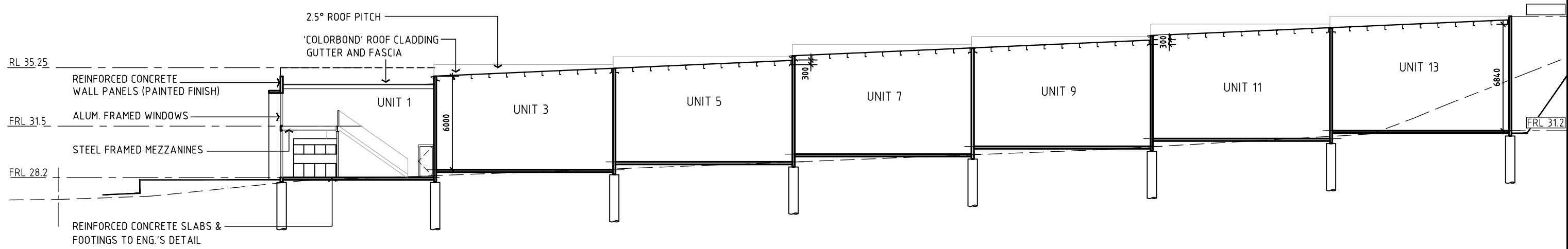
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Date JULY 2023

Location 41 ACCOLADE AVENUE
MORISSET NSW

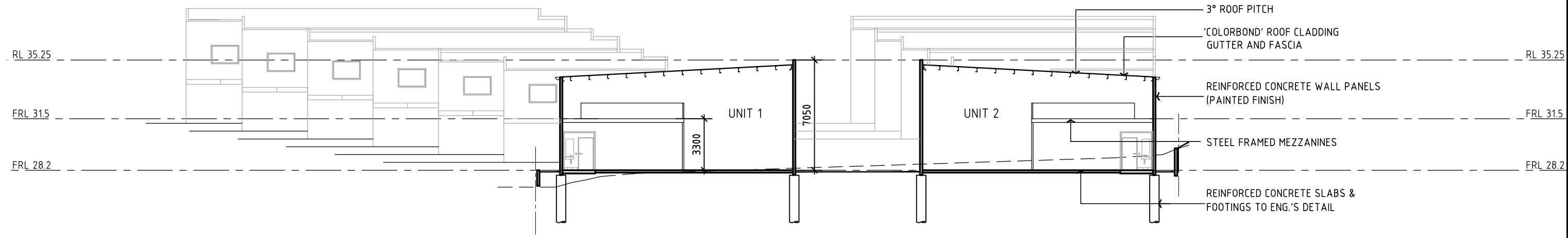
Drawing

ELEVATIONS

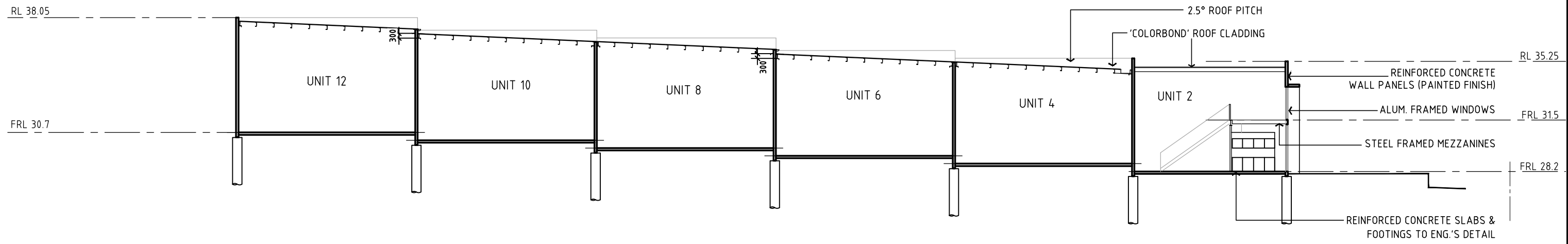
Rev.	Date	Description
Revision		A06
Scale 1:250 @ A3		



SECTION 1-1
SCALE 1:250 @ A3



SECTION 2-2
SCALE 1:250 @ A3



SECTION 3-3
SCALE 1:250 @ A3

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MASON DEVELOPMENT GROUP

Ref.No. 2307_0424
Date JULY 2023

Location 41 ACCOLADE AVENUE
MORISSET NSW

Drawing SECTIONS

Rev.	Date	Description
Revision		
Scale 1:250 @ A3		

A07

41 Accolade Avenue, Morisset

Inclusions list

Unit	Ground Floor (sqm)	Mezz (sqm)	Courtyard (sqm)	Courtyard sqm's approx only
1	143.6	28.0	16.0	
2	143.6	28.0		
3	115.9		16.0	
4	145.2			
5	146.0		16.0	
6	162.6			
7	176.2	32.0	16.0	
8	181.4	32.0		
9	204.7	32.0	16.0	
10	201.0	32.0		
11	233.2	32.0	16.0	
12	218.5	32.0		
13	253.8	32.0		
Total	2,325.7	280.0	96.0	

All units

- Double-glazed windows+ entry door
- Kitchenette, up-spec with stone benchtop
- Automated roller door.
- Accessible-compliant bathroom + shower.
- LED lighting
- NBN, 3-phase power.
- 3-phase instant hot water (pending site power allowance)

Common Property

- Automated gates (keypads, timer, laser)
- Mineral-stained precast concrete panels.

Units 1 and 2:

- Polished concrete exposed aggregate vertical louvres

Units 1, 3, 5, 7, 9, 11.

- Covered rear courtyard area - exit door, concrete floor

No.41 ACCOLADE AVE. MORRISSET



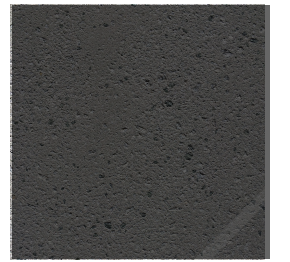
ROOF SHEETING GUTTER AND FASCIA
'COLORBOND SHALE GREY'



FEATURE PRE-CAST PANELS
SANDBLASTED CONCRETE



WINDOWS
BLACK POWDER COAT



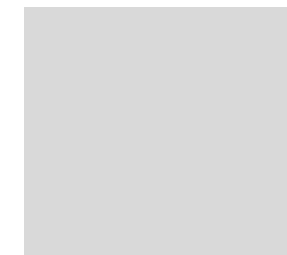
PRE-CAST PANELS
OFF-FORM CONCRETE
APPLIED BLACK MINERAL STAIN



ALUMINIUM COMPOSITE PANEL (ACP) AWNINGS
ALUCOBOND 'BLACK GREY' OR EQUIV.
(REFER TO WEBSITE FOR ACTUAL COLOUR)



WALLS
KEIM 9592 (50%)



ROLLER DOORS
COLORBOND 'SHALE GREY'