

# Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>eCOS ID:</b>	<b>NSW DAN:</b>
vendor's agent	<b>McGrath Estate Agents Orange</b> <b>191a Lords Place, Orange NSW 2800</b>		<b>Ph: (02) 7903 0753</b> <b>Ref: Josh Fitzgerald</b> <b>Email:</b> <b>joshfitzgerald@mcgrath.com.au</b>
co-agent			
vendor	<b>Ploughmans Lane Pty Ltd ACN 651 354 693</b> <b>as trustee for the Ploughmans Unit Trust ABN 60 654 992 873</b> <b>15-17 Barrabooka Street, Clontarf NSW 2093</b>		
vendor's solicitor	<b>Hitch Advisory</b> <b>Suite 2.01, 59-75 Grafton Street,</b> <b>Bondi Junction, NSW 2022</b>		<b>Phone: 02 8123 0928</b> <b>Ref: Hayley Hewitt</b> <b>Email:</b> <b>hhewitt@hitchadvisory.com</b> (clause 15)
date for completion	<b>See Special Condition 36.1</b>		
land(address, plan details and title reference)	<b>Proposed Lot XX / 267 &amp; 293 Ploughmans Lane Orange NSW 2800</b> <b>Unregistered Plan: Lot XX in an unregistered plan to be created upon subdivision of</b> <b>Lots 3 and 4 in DP733452</b> <b>Folio Identifier: Part 3/733452 and 4/733452</b>		
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <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: Vacant land		
attached copies	documents in the List of Documents as marked or numbered: other documents:		

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

inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	<b>Phone:</b> <b>Ref:</b> <b>Email:</b>
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)
buyer's agent	

See attached execution page

vendor

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

witness

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

witness

**Choices**vendor agrees to accept a **deposit-bond** (clause 3)☒ NO ☐ yes**Nominated Electronic Network (ELN)** (clause 30)**PEXA****Electronic transaction** (clause 30)☐ NO ☒ yes(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)**

land tax is adjustable

☐ NO ☒ yes**GST:** Taxable supply☐ NO ☒ yes in full☐ yes to an extent

margin scheme will be used in making the taxable supply

☐ NO ☒ yes

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

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

Purchaser may make an *GSTRW payment* (residential withholding payment)☐ NO ☒ yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.**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: **Ploughmans Lane Pty Ltd as trustee for the Ploughmans Unit Trust**

Supplier's ABN: 60 654 992 873

Supplier's GST branch number (if applicable):

Supplier's business address: **c/- Pitcher Partners, Level 16, Tower 2 Darling Park, 201 Sussex Street, Sydney 2000.**Supplier's email address: **c/- [jake.berger@pitcher.com.au](mailto:jake.berger@pitcher.com.au)**Supplier's phone number: **c/- Pitcher Partners (02) 8236 7728**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):**7% of the purchase price, being \$**Amount must be paid: ☒ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☒ NO ☐ yes

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

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

## List of Documents

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

## SECTION 66W CERTIFICATE

I, ..... of .....  
.....  
certify as follows:-

1. I am a Solicitor/Licensed Conveyancer currently admitted to practise in New South Wales.
2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a Contract for the sale of property at **Unregistered Lot / 267 & 293 Ploughmans Lane, Orange** from **Ploughmans Lane Pty Ltd (ACN 651 354 693) as trustee for Ploughmans Unit Trust (ABN 60 654 992 873)** to ..... in order that there is no cooling off period in relation to that Contract.
3. I do not act for **Ploughmans Lane Pty Ltd (ACN 651 354 693) as trustee for Ploughmans Unit Trust (ABN 60 654 992 873)** and am not employed in the legal practice of a solicitor acting for **Ploughmans Lane Pty Ltd (ACN 651 354 693) as trustee for Ploughmans Unit Trust (ABN 60 654 992 873)** nor am I a member or employee of a firm of which a Solicitor acting for **Ploughmans Lane Pty Ltd (ACN 651 354 693) as trustee for Ploughmans Unit Trust (ABN 60 654 992 873)** is a member or employee.
4. I have explained to .....:
  1. the effect of the Contract for the purchase of that property;
  2. the nature of this Certificate;
  3. the effect of giving this Certificate to the vendor, ie. that there is no cooling off period in relation to the Contract.

DATED:

.....



Contract dated 2021

BETWEEN **PLOUGHMANS LANE PTY LIMITED ACN 651 354 693**  
**AS TRUSTEE FOR PLOUGHMANS UNIT TRUST ABN 60 654 992 873** (Vendor)

AND (Purchaser)

for the sale of: **LOT / 267 & 293 PLOUGHMANS LANE ORANGE, NSW 2800**  
(Property)

**VENDOR**

**EXECUTED by PLOUGHMANS LANE PTY LTD**  
**ACN 651 354 693 AS TRUSTEE FOR** )  
**PLOUGHMANS LANE UNIT TRUST ABN 60 654 992** )  
**873 in accordance with section 127(1) of the** )  
**Corporations Act 2001** )

\_\_\_\_\_  
Scott Anderson  
Director

**PURCHASER (individual)**

**SIGNED by** )  
 )  
in the presence of: )

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Name of Witness (please print)

\_\_\_\_\_  
Name of Purchaser (please print)

**SIGNED by** )  
 )  
in the presence of: )

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Name of Witness (please print)

\_\_\_\_\_  
Name of Purchaser (please print)



**PURCHASER** (if a Company)

**EXECUTED** by

)  
)  
in accordance with section 127(1) of the Corporations)  
Act 2001 )  
)

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Director / Secretary

\_\_\_\_\_  
Name of Director (please print)

\_\_\_\_\_  
Name of Director / Secretary (please print)

**GUARANTOR(S)**

**SIGNED** by

)  
)  
in the presence of: )

\_\_\_\_\_  
Signature of Witness

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

\_\_\_\_\_  
Name of Witness (please print)

\_\_\_\_\_  
Name of Guarantor (please print)

**SIGNED** by

)  
)  
in the presence of: )

\_\_\_\_\_  
Signature of Witness

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

\_\_\_\_\_  
Name of Witness (please print)

\_\_\_\_\_  
Name of Guarantor (please print)

**Signed by the purchaser (under power of attorney)**

I certify that I am an eligible witness and that the applicant's attorneys signed this dealing in my presence.

[See note \* below]

Certified correct for the purposes of the Real Property Act 1900 by the applicant's attorneys who signed this dealing pursuant to the power of attorney specified.



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Signature of witness

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Signature of attorney

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Name of witness

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Name of attorney

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Address of witness

Power of attorney

Book:  
No.:

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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



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

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning, Industry and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land &amp; Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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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. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

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

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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

## 7 Claims by purchaser

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

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

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
  - 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
  - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
  - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
  - 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
  - 9.2.1 for 12 months after the *termination*; or
  - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
  - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
    - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
    - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
  - 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
  - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
  - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
  - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
  - 10.1.4 any change in the *property* due to fair wear and tear before completion;
  - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
  - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

## 13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
  - 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
  - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
  - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
  - 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
  - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
  - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
    - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
    - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
  - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
  - 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
  - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
    - a breach of clause 13.7.1; or
    - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

## 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

## 16 Completion

### • Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.



**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
  - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
  - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
  - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor serving a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

**21 Time limits in these provisions**

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

**22 Foreign Acquisitions and Takeovers Act 1975**

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
  - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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

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

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

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
  - every *party* who has the benefit of the provision serving notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
  - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
  - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
  - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
  - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
  - 30.10.2 all certifications required by the *ECNL* are properly given; and
  - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
  - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
  - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
  - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                              |   |
|------------------------------|---|
| <i>adjustment figures</i>    | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>  | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>       | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>    | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                  | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>        | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>   | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>   | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;  |

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

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

### 32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.



**SPECIAL CONDITIONS** referred to in Contract dated 2021

BETWEEN **PLOUGHMANS LANE PTY LTD ACN 651 354 693**  
**AS TRUSTEE FOR PLOUGHMANS UNIT TRUST** (Vendor)

AND (Purchaser)

for the sale of: **PROPOSED LOT / 267 & 293 PLOUGHMANS LANE**  
**ORANGE, NSW 2800 TO BE CREATED UPON SUBDIVISION OF**  
**LOTS 3 AND 4 IN DP733452** (Property)

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### **33. PURPOSE AND INTERPRETATION**

- 33.1** Headings are used for convenience only and do not affect the interpretation of this Contract.
- 33.2** Insofar as any clause or Special Condition of this Contract confers rights or obligations on either party that continue after completion of this Contract, then the Vendor and Purchaser hereby declare and agree that such clause or Special Condition will not merge in the transfer on completion hereof, and will continue in full force and effect despite such completion.
- 33.3** These special conditions apply despite anything to the contrary expressed elsewhere in this Contract or in any attachment or annexure hereto.

### **34. DEFINITIONS**

- 34.1** In this contract, in addition to clause 1, the following terms have these meanings unless the context requires otherwise:

**Authority** means a body or person authorised by law to give an approval or certificate that the Vendor must obtain to perform the Vendor's obligations under this contract and includes the Council.

**Bank Guarantee** means a deposit guarantee bond or an unconditional bank guarantee issued in favour of the Vendor at the request of the Purchaser by an Australian trading bank or other recognised Australian financial institution or such other institution as approved by the Vendor, and which must be in a form and on terms acceptable to the Vendor in its absolute discretion.

**Completion Date** means the date for completion of this Contract specified in clause 36.1.



**Contaminant** means a substance at a concentration above the concentration at which the substance is normally present in, on or under (respectively) land in the same locality, being a presence that presents a risk of harm to human health or any other aspect of the environment (including asbestos); and **Contamination** has a corresponding meaning.

**COVID-19 Pandemic** means the COVID-19 coronavirus pandemic as established by the World Health Organisation, and includes all regulations, sanctions, travel restrictions, forced closures or other pandemic protocols or unforeseen circumstances imposed by any Government Authority in respect of or in connection to the COVID-19 coronavirus pandemic.

**Council** means Orange City Council.

**Deposited Plan** means such version of the draft plan of subdivision substantially in the form of *Annexure 2* (as amended or varied or otherwise affected from time to time in accordance with the provisions of this Contract).

**Development Approval** means all necessary development consents (as defined in the *Environmental Planning and Assessment Act 1979*) consenting to the development of the Development Site substantially in the form of the development application DA-406/2021 and the Draft Deposited Plan, as varied, modified or replaced from time to time, in each case on terms satisfactory to the Vendor (in its absolute discretion).

**Development Approval Sunset Date** means 12 months after the date of this Contract.

**Development Site** means the land to be subdivided, being Lots 3 and 4 in Deposited Plan 733452 (folio identifier 3/733452 and 4/733452).

**Draft Section 88B Instrument** means such version of the draft instrument setting out terms of easements intended to be created or released and of restriction(s) as to use intended to be created pursuant to section 88B of the *Conveyancing Act 1919*, generally in the form of *Annexure 3* (as amended or varied or otherwise affected from time to time in accordance with the provisions of this Contract).

**Government Authority includes:**

- (a) a government or government department or other body (including Council);
- (b) a government, semi-governmental or judicial person; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

**LRS** means the NSW Office of Land Registry Services.

**Plans** means the Deposited Plan and Draft Section 88B Instrument substantially in the form annexed to this Contract and the instruments and any associated documents (as amended, varied or otherwise affected from time to time in accordance with the provisions of this Contract).

**Property** means the proposed lot or lots in the Deposited Plan being the subject of this Contract.

**Services** means water, sewerage, drainage, gas, electricity, telephone, internet, or other installations, services and utilities

**Service Date** means the date that the Purchaser's solicitor is served with notice that the Plans have been registered at LRS.

**Sunset Date** means the date which is 24 months after the date of this Contract, subject to any extension provided under this Contract.

**34.2** In this Agreement unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;
- (c) headings are used for convenience only and do not affect the interpretation of this Agreement;
- (d) a reference to a thing includes a reference to a part of that thing;
- (e) a reference to a document includes the document as modified from time to time and any document replacing it;
- (f) if something is to be done on a day that is not a Business Day then that thing must be done on the next or following Business Day;
- (g) the word "person" includes a natural person and any body or entity whether incorporated or not;
- (h) the word "month" means calendar month and the word "year" means twelve months;
- (i) the words "in writing" include any communication sent by letter or facsimile transmission;
- (j) a reference to any statute, proclamation, rule, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, regulation or ordinance replacing it. A reference to a specified section, clause, paragraph, schedule or item is to the same in any statute, proclamation, rule, regulation or ordinance that is for the time being in force;
- (k) wherever "include" or any form of that word is used it must be construed as if it were followed by (without being limited to);
- (l) money amounts are stated in Australian currency unless otherwise specified;

- (m) reconstituted renamed or replaced or has its powers or functions in any relevant respect removed ("defunct body") means the agency or body that performs most closely the functions of the defunct body; and
- (n) references to a party to this Agreement include that party's successors and permitted assigns.

### **35. AMENDMENTS TO THE PRINTED FORM**

**35.1** The standard printed conditions of the Contract for the Sale and Purchase of Land 2019 Edition (the "Printed Conditions") to which these Special Conditions are attached are amended as follows:

- (a) The section headed "Inclusions" on the front page of the Contract is deleted;
- (b) Clause 4.1 is substituted as follows: "the Purchaser must serve the form of transfer within 5 business days after the Service Date";
- (c) Clause 5.2.1 is substituted as follows: "If it arises out of this contract or it is a general question about the property or the title - *within* 5 business days after the Service Date";
- (d) Clause 5.2.2 is amended by replacing "21" with "5";
- (e) Clause 7.1.1 is deleted;
- (f) Clause 7.1.3 is amended by replacing "14" with "7";
- (g) Clause 7.2.1 is amended by replacing "10%" with "1%";
- (h) Clause 8.1.1 is amended by deleting the words "on reasonable grounds";
- (i) Clause 8.1.2 is amended by deleting the words "and those grounds";
- (j) Clause 8.2.2 is deleted;
- (k) Line 1 of clause 10.1 is substituted as follows: "The Purchaser cannot make a claim or requisition, delay completion, rescind or terminate in respect of -";
- (l) The word "substance" appearing in Clauses 10.1.8 and 10.1.9 is replaced with the word "existence".
- (m) Clause 13 is deleted;
- (n) Clause 14.4 is deleted;
- (o) Clause 16.7 is amended by deleting the words "cash (up to \$2,000.00) or";

- (p) Clause 16.8 is deleted;
- (q) Clause 19.2.3 is amended by replacing “a party” with “the Vendor”;
- (r) Clause 19.2.4 is amended by replacing “a party” with “the Vendor”;
- (s) Clause 22.2 is amended by adding the words, “and the Purchaser indemnifies the Vendor and must compensate the Vendor for any and all consequential loss of profit, damage, penalty, fine, or legal costs, incurred by the Vendor as a result of that breach”;
- (t) Clause 22 is amended by adding the following sub-Clause 22.3, “The provisions of this Clause 22 will not merge on completion of this Contract.”;
- (u) Clause 23 is deleted;
- (v) Clause 28 is deleted;
- (w) Clause 29 is deleted;
- (x) Clause 30.9.2 is deleted.

## **36. COMPLETION**

### **36.1 Due date for completion**

Completion of this Contract will take place on the date that is the later of:

- (a) 42 days after the date of this Contract; or
- (b) 21 days after the Service Date.

### **36.2 Notice to Complete**

- (a) If this Contract is not completed by the Completion Date either party, not being in default under this Contract, will be entitled to serve a notice to complete fixing the time for completion, which time will be of the essence of the Contract. It is agreed that such notice will be deemed to be sufficient as to time if a period of not less than 14 days from the date of service of the notice is allowed for completion provided that the Vendor will be at liberty at any time to withdraw the notice without prejudicing any right to give any further such notice.
- (b) If the Vendor serves a valid notice to complete on the Purchaser then on Completion the Purchaser must pay \$400.00 plus GST for the Vendor’s legal costs of issuing the notice.

- (c) If the Purchaser cancels an appointment to complete this Contract after necessary arrangements have been made by the Vendor then the Purchaser will pay \$200.00 plus GST on Completion for each cancellation.

### **36.3 Interest**

If as a result of the delay or default of the Purchaser completion of this Contract does not take place by the Completion Date then:

- (a) in addition to the purchase price, the Purchaser must pay to the Vendor on completion or termination (whichever occurs first) interest on the balance purchase price at the rate of 9% per annum calculated from and including the Completion Date to but excluding the actual date of completion;
- (b) it is an essential term of this contract that interest must be paid on and as a condition of completion of this contract;
- (c) it is agreed by the parties that interest payable under this clause is a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete in accordance with this contract;
- (d) despite anything contained in this clause, the Vendor will be entitled to exercise all or any of its rights consequent upon the Purchaser's failure to complete in accordance with this contract and nothing herein contained will prejudice the exercise of any such rights; and
- (e) the Vendor can, by serving notice upon the Purchaser at any time before completion, elect to fix the Completion Date as the adjustment date.

### **36.4 Encumbrances**

- (a) The Purchaser hereby agrees not to require the Vendor to register prior to completion a discharge of any mortgage or withdrawal of caveat and the Purchaser hereby agrees to accept upon completion a registrable form of discharge of mortgage and/or any withdrawal of caveat together with the registration fees thereon.
- (b) Despite clause 36.4(a), if a caveat is lodged by or on behalf of the Purchaser, or any person claiming through or under the Purchaser is recorded against the title to the Property, the Purchaser must complete this contract despite that caveat.

- (c) The Vendor is not obliged to remove any charge on the Property for any rate, tax or outgoing until and simultaneous with completion of this contract. The Vendor will not be deemed to be unable or unwilling or not ready to complete this Contract by reason of the existence of any charge on the Property for any rate, tax or outgoing and will be entitled to serve a notice to complete on the Purchaser despite that, at the time such notice is issued or at any time thereafter, there is a charge on the Property for any rate, tax or outgoing.

## **37. COMPLETION SUBJECT TO CONDITIONS**

### **37.1 Completion conditional**

Completion of this Contract is subject to and conditional upon:

- (a) the Vendor becoming the registered proprietor of the Development Site; and
- (b) the Vendor obtaining the Development Approval; and
- (c) the registration of the Plans (as varied in accordance with this Contract) at LRS.

### **37.2 Vendor as registered proprietor**

- (a) The Purchaser acknowledges that the Vendor is not the registered proprietor of the Development Site as at the Contract date.
- (b) The Vendor will use its reasonable endeavours to become the registered proprietor of the Development Site on or before 30 June 2022.
- (c) If the Vendor is not the registered proprietor of the Development Site by 30 June 2022 for any reason whatsoever then, subject to clause 37.2(d), either party may rescind this Contract by notice in writing to the other party, whereupon the provisions of clause 19 will apply.
- (d) The right of rescission granted under clause 37.2(c) will cease immediately upon the registration of the Vendor as proprietor.

### **37.3 Development Approval**

- (a) The Vendor will use its reasonable endeavours to obtain (or cause to be obtained) the Development Approval from the Council.
- (b) If the Vendor has not received the Development Approval by the Development Approval Sunset Date then:

- (1) the Vendor may by notice in writing to the Purchaser before the Development Approval Sunset Date, extend the Development Approval Sunset Date; or
- (2) where the Vendor has not served a notice under clause 37.3(b)(1) then either party may rescind this Contract by notice in writing to the other party, whereupon the provisions of clause 19 will apply.
- (c) If the right of rescission granted under clause 37.3(b)(2) is not exercised by a party before the issue of the Development Approval then that right of rescission will lapse and this Contract shall remain binding in all respects as though the right of rescission had not been included.

#### **37.4 Late registration of Plans**

- (a) The Vendor will use all reasonable endeavours to have the Plans registered by the Sunset Date.
- (b) If the Plans are not registered by the Sunset Date then, subject to any extension provided by this Contract:
  - (1) within 10 Business Days after the Sunset Date (and this time is essential) the Purchaser may rescind this Contract by written notice to the Vendor, provided that this right of rescission will cease following registration of the Strata Plan; or
  - (2) the Vendor may rescind this contract in accordance with the provisions of section 66ZL of the *Conveyancing Act 1919*.
- (c) If a party exercises a right of rescission under clause 37.4(b), the provisions of clause 19 shall apply.

#### **37.5 Extending the Sunset Date**

- (a) Despite any other provision of this Contract, the Vendor may, by written notice to the Purchaser or their Solicitor, extend the Sunset Date by each day that the Vendor or its builders have been delayed by reason of:
  - (1) inclement weather or conditions resulting from inclement weather;
  - (2) any civil commotion, combination of strikes or lock-outs;
  - (3) any delay in any approval for development (including but not limited to the Development Approval) by any Authority (including any variation, modifications or amendment to any such approval);

- (4) disputes with neighbours;
  - (5) any delay by any Authority in approving, signing or registering any document including the Plans or any related document whether such Plan is in accordance with the Plan annexed to this Contract or amended in accordance with this Contract; or
  - (6) any cause, matter or thing beyond the control of the Vendor or its builders (including but not limited to as a consequence of the COVID-19 Pandemic).
- (b) The notice referred to in clause 37.5(a) will define the period by which the Sunset Clause is to be extended and the cause(s) of the need for such extension
  - (c) Extensions of time under this clause will not extend the Sunset Date by more than seven (7) months.

### **38. PROPERTY BEING SOLD**

#### **38.1 Property sold subject to**

The Property is sold subject to:

- (a) any easement, restriction on the use of land, covenant, and/or right of carriageway that are registered on the title to the Development Site or Property at the date of this Contract;
- (b) any proposed easement, restriction on the use of land, covenant and/or right of carriageway that are shown in the Deposited Plan and accompanying Draft Section 88B Instrument;
- (c) any easement, restriction on the use of land, covenant and/or right of carriageway that the Vendor has to give, or accept, to comply with a condition of development approval or requirement of an Authority;
- (d) any easements the Vendor is reasonably required to give to an Authority or service providers (for example, Council and electricity suppliers);
- (e) any other encumbrance provided for in this Contract or in the Development Consent.

#### **38.2 Variation of Draft Plans**

- (a) The Vendor discloses that the measurements, dimensions, boundary positions and lot numbers shown on the Deposited Plan are provisional.
- (b) Before registration of the Plans the Vendor reserves the right to:



- (1) make changes to the Plans which the Vendor, acting reasonably, considers necessary, or desirable, including but not limited to:
  - (A) any alterations in the total number of lots in the Deposited Plan,
  - (B) any alteration to the numbering of lots;
  - (C) any variations in the size, dimensions or area of any lot on the Deposited Plan;
  - (D) the creation of additional lots,
  - (E) the location of lots;
  - (F) the creation of any substations leases;
  - (G) the creation or location of any easements from those shown on the Deposited Plan; and/or
  - (H) the addition of any part or parts of the Development Site not shown as part of the lot sold by this Contract to any other lot or lots or any alteration in any rights of carriageways or otherwise contemplated in the Deposited Plan.
- (2) vary or modify the Deposited Plan and/or the Draft Section 88B Instrument (as contemplated in clause 38.1); and
- (3) give, accept or create any easements, restrictions, covenants and/or rights of carriageway which are additional to those referred to in clause 38.1,

which are referred to in this Contract as a “**Document Variation**”.

- (c) The Vendor can serve notice on the Purchaser of any Document Variation which, in the opinion of the Vendor, detrimentally affects the Property to an extent that is other than minor.
- (d) The Purchaser cannot make a claim or requisition or rescind or terminate or delay completion in respect of any Document Variation which is minor in nature. For the purposes of this clause, a minor variation includes a variation in dimension or area of not more than five percent (5%).
- (e) If a Document Variation detrimentally affects the property to an extent that is other than minor the Purchaser may rescind this contract in accordance with clause 39.1.

- (f) The Purchaser cannot make a claim or requisition or rescind or terminate or delay completion in respect of, or by reason of, any of the following matters:
  - (1) the state of repair or condition of any service to and/or on the Property;
  - (2) any sewer, vent, manhole or water or sewerage main or connection passing through, in or over the Property;;
  - (3) any latent or patent defect in the Property;
  - (4) the nature, location, availability or non-availability of any Services;
  - (5) any defects in any Services;
  - (6) there being or not being an easement or other right in respect of any Services;
  - (7) any Service being a joint service with any other land or building;
  - (8) any Service for any other land or building passing through or over the Property;  
or
  - (9) any Service installed in, on or under the Property not having been approved by an Authority.

### **38.3 Environmental Liability**

- (a) The Purchaser acknowledges that it has inspected the Development Site and purchases the Property subject to any Contamination in, on or under the Property or the Development Site.
- (b) The Purchaser acknowledges and agrees that on and from the date of completion of this Contract:
  - (1) the Purchaser assumes full liability and responsibility for any Contamination in, on or under or emanating from the Property; and
  - (2) to the full extent permitted by law, the Purchaser may not make any claim, and releases and discharges the Vendor and its officers, agents and employees from any obligation, duty or liability to the Purchaser (or any person claiming through or on behalf of the Purchaser), arising (directly or indirectly) from or in connection with any Contamination in, on or under or emanating from the Property.
- (c) The provisions of this clause shall not merge on completion of this Contract.

### **38.4 Vendor disclosure**

The Vendor discloses that:

- (a) the address of the Property at completion may be different from the address of the Property shown in this Contract as street numbers for the Development Site have not yet been determined by Council; and
- (b) the lot number may not be identical to the lot number for the Property shown in this Contract.

## **39. RESCISSION RIGHTS**

### **39.1 Rescission rights for Document Variations**

If there is a Documentation Variation that detrimentally affects the Property to an extent that is other than minor and the Vendor:

- (a) serves a notice under clause 38.2(c), the Purchaser can rescind this Contract whereupon the provisions of clause 19 will apply, but only within 10 days of service of that notice and this time is essential; or
- (b) does not serve a notice under clause 38.2(c), the Purchaser can rescind this Contract whereupon the provisions of clause 19 will apply, but only within 10 days of the Service Date and this time is essential.

### **39.2 Death or Insolvency**

Without in any manner negating limiting or restricting any rights or remedies which would have been available at law or in equity had this clause not been included herein should the Purchasers or any one of them prior to completion:

- (a) die or become mentally ill;
- (b) be declared bankrupt or enter into any scheme to make any assignment for the benefit of creditors; or
- (c) being a company:
  - (1) before completion resolves to enter into liquidation or provisional liquidation;
  - (2) has a summons presented for its winding-up;
  - (3) enters into any scheme of arrangement with its creditors under part 5.1 of the *Corporations Act 2001*;

- (4) has any liquidator, provisional liquidator, receiver, controller or administrator appointed to itself or in respect of any of its assets,

then the Vendor may (but is not obliged to) rescind this Contract by notice in writing forwarded to the other or their solicitor and thereupon this contract will be at an end and the provisions of clause 19 will apply.

### **39.3 Development Consent - Vendor can rescind**

- (a) The Vendor discloses that Council issued the Development Consent.
- (b) The Vendor may rescind this Contract by written notice to the Purchaser if, despite the Vendor's use of all reasonable endeavours any application pursuant to section 96 of the *Environmental Planning and Assessment Act 1979* to modify any development consent given by Council is not approved by Council within 6 months after the date of this Contract.
- (c) The Vendor's right to rescind pursuant to clause 39.3(a) must be exercised by the Vendor within 6 months after the right accrues.

### **39.4 Exercise of certain rights to rescind**

If a right to rescind given under this Contract is not exercised within the period specified for its exercise, it lapses immediately and may not be exercised.

### **39.5 Limit to Rights**

The Purchaser will not claim any compensation or damages with respect to anything described in clause 39 whether or not the Purchaser rescinds this Contract.

## **40. ADJUSTMENTS OF RATES AND TAXES**

### **40.1 Council Rates**

If at completion no separate assessment for council rates for the Property for the year current at completion has been issued then:

- (a) no regard is to be had to the actual assessment when it issues;
- (b) the Purchaser agrees to accept \$2,500.00 per annum as the amount payable for the council rates for the Property for the rating year current at completion which amount must be adjusted (on the basis that it is paid) on completion in accordance with clause 14; and

- (c) the Vendor must pay or procure the payment of the actual separate assessment for council rates which may be issued for the Property for the year current at completion when such assessment is issued.

#### **40.2 Land Tax**

If at completion a separate assessment of land tax has not issued for the Property for the year current at completion then:

- (a) no regard is to be had to the actual assessment when it issues;
- (b) the Purchaser agrees to accept \$1,500.00 per annum as the amount payable for the land tax for the Property for the land tax year current at completion which amount must be adjusted (on the basis that it is paid) on completion in accordance with clause 14; and
- (c) the Vendor must pay or procure the payment of the actual separate assessment for land tax which may be issued for the Property for the year current at completion when such assessment is issued.

#### **41. GST – MARGIN SCHEME**

- (a) In this Clause 41:
  - (1) GST Law has the meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999*; and
  - (2) expressions which are not defined, but which have a defined meaning in GST Law, have the same meaning.
- (b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this contract are inclusive of GST.
- (c) The Vendor and Purchaser agree that the margin scheme is to apply to the taxable supply of the real property supplied in this contract.

**42. REAL ESTATE AGENT**

- (a) The Purchaser(s) warrants that the Purchaser(s) was not introduced to the Vendor by a real estate agent other than the Vendor's agent. The Purchaser(s) agrees to indemnify the Vendor against any claim for commission (including the Vendor's costs of defending such claim) that may be made by any real estate agent other than the Vendor's agent. The Vendor warrants the Agent herein is the only Agent the Vendor has signed an exclusive agency agreement in respect of the Property.
- (b) This clause does not merge on completion of this Contract but will remain in effect for the benefit of the Vendor.

**43. SIGNAGE**

- (a) The Purchaser acknowledges that:
  - (1) the Vendor is entitled to and intends to place on the property advertising signage;
  - (2) the Purchaser will not be entitled to make any claim or requisition in relation to the signage or require the Vendor to remove the signage prior to forty-two (42) days after completion of this Contract;
  - (3) the signage will remain at all time the property of the Vendor;
  - (4) the Purchaser will not damage the signage nor allow the signage to be damaged, and will not remove the signage from the property until after forty-two (42) days after completion of this Contract; and
  - (5) the signage will be removed from the property by the Vendor within forty-two (41) days after completion of this Contract.
- (b) The provisions of this clause will not merge on completion of this Contract.

**44. NO CAVEAT BY PURCHASER**

- (a) The Purchaser must not lodge a caveat over the Development Site. If a caveat is lodged in breach of this clause, the Purchaser irrevocably authorises the Vendor to, on the Purchaser's behalf, make any necessary application for the removal of the caveat.

- (b) The Purchaser may lodge a caveat over the property hereby sold after the Vendor notifies the Purchaser that the Deposited Plan is registered, and a folio has been issued for the property.
- (c) If a caveat is lodged by or on behalf of the Purchaser, or any person claiming through or under the Purchaser is recorded against the title to the property, the Purchaser must complete this contract despite that caveat.

## **45. OTHER MATTERS**

### **45.1 Claim for compensation**

Despite anything to the contrary in this contract, the parties expressly agree that any claim for compensation whether under clause 7 or otherwise will be deemed to be an objection or requisition for the purpose of clause 8.

### **45.2 Service of notices**

Fourteen (14) days will be reasonable and sufficient notice for all purposes under this Contract including in respect of completion thereof, and time may be specified to be of the essence accordingly.

### **45.3 Requisitions on Title**

For the purpose of clause 5.1 the requisitions or general questions about the Property or the title:

- (a) must be in the form of the requisitions attached to this Contract at *Annexure 4*; and
- (b) are taken to have been served by the Purchaser on the contract date.

### **45.4 Replacement of documents**

- (a) The Vendor may prior to registration of the Plans serve notice on the Purchaser that it wishes to replace any or all of the draft documents or Plans annexed to this Contract.
- (b) From the date of receipt of such notice by the Purchaser's solicitor the replacement documents or plans will be taken to have replaced the original documents or plans annexed to this contract.
- (c) Subject to the rights of the Purchaser under clause 39.1, the Purchaser cannot make a claim or requisition or rescind or terminate or delay completion in respect of the replacement documents or plans.

#### 45.5 Statutory provisions

- (a) These special conditions will be read subject to any rights granted to the Purchaser pursuant to Section 52A of the *Conveyancing Act* 1919 (the **Act**) and the regulations under the Act (**Conveyancing Legislation**).
- (b) If any provision of this contract purports to or has the effect of excluding, modifying or restricting the operation of the Conveyancing Legislation, this contract will be read and construed as if that provision is severed from this contract and the invalidity of that provision will not affect or render invalid or unenforceable the remaining provisions of this contract.

#### 45.6 Annexures

The Vendor does not warrant the accuracy or completeness of any document or plan attached or annexed to or referred to in an attachment or annexure to this Contract.

#### 46. ACKNOWLEDGMENTS BY THE PURCHASER

The Purchaser acknowledges and agrees:

- (a) This contract contains the entire agreement between the Purchaser and the Vendor at the contract date despite any:
  - (1) negotiations or discussions held; or
  - (2) documents or brochures produced or signed; or
  - (3) website images made available; or
  - (4) display suite available for inspection,
 before the contract date.
- (b) The Purchaser has not, in entering into this contract, relied on any warranty or representation made by or any other conduct of;
  - (1) the Vendor; or
  - (2) any person on behalf of the Vendor,
 except those expressly provided in this contract or in legislation.
- (c) The Purchaser is relying entirely upon the Purchaser's own enquiries relating to:
  - (1) the fitness or suitability for any particular purpose of the Property;



- (2) the Purchaser's obligations and rights under this contract; and
- (3) any financial return, income and investment advice despite:
  - (A) any forecast or feasibilities; and
  - (B) information relating directly or indirectly to the purchase of the Property by the Purchaser as an investment on any basis whatsoever,
 provided to the Purchaser by or on behalf of the Vendor.
- (d) Subject to the Purchaser's rights under clauses 37 and 38, the Purchaser:
  - (1) accepts the Property in the Property's state of repair and condition at the Completion Date and subject to all latent and patent defects; and
  - (2) cannot make a claim or requisition or rescind or terminate in respect of:
    - (A) the state of repair or condition of the Property at the Completion Date; or
    - (B) any latent or patent defects; or
    - (C) any other matter referred to in this clause.

#### 47. FIRB

- (a) The Purchaser warrants to the Vendor that:
  - (1) the Purchaser is not a Foreign Person as defined in the *Foreign Acquisitions and Takeovers Act 1975* (Cth) (**FIRB Act**) and that the FIRB Act does not apply to the Purchaser nor to this sale, or
  - (2) if the Purchaser is a Foreign Person as defined in the FIRB Act and the FIRB Act does apply to the Purchaser and/or to this sale, the Purchaser has obtained the approval of the Treasurer of the Commonwealth of Australia to the Purchaser's acquisition of the Property.
- (b) If the FIRB Act does apply to the Purchaser or to this sale and the Purchaser is in breach of the warranty contained in this clause, such breach will constitute a breach of an essential term of this contract entitling the Vendor to terminate, and the Purchaser indemnifies the Vendor and must compensate the Vendor for any and all consequential loss of profit, damage, penalty, fine or legal costs incurred by the Vendor as a result of that breach.

- (c) The provisions of this clause will not merge on completion of this contract.

#### 48. CREDIT CODE

- (a) The Purchaser expressly warrants to the Vendor that it either holds a current loan approval in an amount and upon terms that it considers to be reasonable and fully satisfactory and sufficient to enable completion of this contract within the time stipulated and upon terms and conditions set out herein or does not require finance to complete this contract.
- (b) The Purchaser acknowledges that the Vendor relies upon this warranty in entering into this contract and that the Vendor may enter into future contractual obligations on or after the date of this contract in reliance upon this warranty.
- (c) The Purchaser further acknowledges that it will remain liable to the Vendor for all damage arising from breach of this warranty despite any rights that the Purchaser may have pursuant to the provisions of the *Uniform Credit Code*.

#### 49. PURCHASER'S GUARANTEE

##### 49.1 Guarantee

- (a) The provisions of this clause apply if the Purchaser is a corporation.

- (b) In this clause **Guarantor** means:

Name	Address

- (c) In consideration of the Vendor entering into this contract at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the Vendor:
- (1) the payment of all money payable by the Purchaser under this contract; and
  - (2) the performance of all the Purchaser's other obligations under this contract.

- (d) If the Purchaser fails to perform its obligations under this contract in full and on time, the Guarantor must immediately on demand from the Vendor cause the Purchaser to perform its obligations under this contract, or, if the Purchaser does not immediately perform those obligations, the Guarantor must perform the obligations of the Purchaser.

#### **49.2 Indemnity**

The Guarantor indemnifies the Vendor against any claim, loss, liability, cost or expense which the Vendor pays or is liable for in relation to the failure of the Purchaser to perform an obligation under this contract or the failure of the Guarantor to cause the Purchaser to perform an obligation under this contract.

#### **49.3 Extent of guarantee and indemnity**

This clause applies and the obligations of the Guarantor remain unaffected despite:

- (a) an amendment of this contract, whether with or without the Guarantor's knowledge or consent;
- (b) a rule of law or equity to the contrary;
- (c) an Insolvency Event affecting any person or the death of any person;
- (d) a change in the constitution, membership, or partnership of any person; or
- (e) the occurrence of any other thing with might otherwise release, discharge or otherwise affect the obligations of the Guarantor under this contract.

#### **49.4 Principal and independent obligation**

- (a) This clause is:
  - (1) a principal obligation and is not to be treated as ancillary or collateral to any other right or obligation; and
  - (2) independent of and not in substitution for or affected by any other security interest or guarantee or other document or agreement which the Vendor may hold concerning an obligation of the Purchaser.
- (b) The Vendor may enforce this clause against the Guarantor:
  - (1) without first having to resort to any other guarantee; and

- (2) whether or not it has first given notice, made a demand or taken steps against the Purchaser or any other person.

#### **49.5 No competition by Guarantor**

- (a) Subject to paragraph (b), the Guarantor must not, either directly or indirectly, prove in, claim or receive the benefit of a distribution, dividend or payment from an Insolvency Event affecting the Purchaser until the obligations of the Purchaser under this contract have been fully performed and the Guarantee has been finally discharged.
- (b) If required by the Vendor, the Guarantor must prove in a liquidation of the Purchaser or otherwise participate in another Insolvency Event of the Purchaser for amounts owed to the Guarantor.
- (c) The Guarantor must hold in trust for the Vendor, amounts recovered by the Guarantor from an Insolvency Event or under a security interest from the Purchaser to the extent of the unsatisfied liability of the Guarantor under this clause.

#### **49.6 Continuing guarantee and indemnity**

This clause is a continuing obligation of the Guarantor, despite a settlement of account or the occurrence of any other thing, and remains fully effective until:

- (a) the obligations of the Purchaser under this contract have been performed; and
- (b) the guarantee has been finally discharged by the Vendor.

#### **49.7 Insolvency Event**

**“Insolvency Event”** means the occurrence of any one or more of the following events in relation to any person:

- (a) a liquidator or provisional liquidator is appointed, and the appointment is not terminated within 21 days of it being made;
- (b) an administrator or a Controller is appointed to any of its assets and the appointment is not terminated within 21 days of it being made;
- (c) it enters into an arrangement or composition with one or more of its creditors, or an assignment for the benefit of one or more of its creditors;

- (d) it proposes a winding-up or dissolution or reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors;
- (e) a notice is issued under sections 601AA or 601AB of the *Corporations Act 2001* and not withdrawn or dismissed within 21 days;
- (f) a writ of execution is levied against it or a material part of its property which is not dismissed within 21 days;
- (g) anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the above paragraphs of this definition.

## **50. DEPOSIT**

The Vendor and the Purchaser hereby authorise the Vendor's Agent as stakeholder to place the deposit referred to in the Particulars of this Agreement upon investment with such institution as is nominated by the Vendor's Agent and to withdraw the deposit upon completion of this contract or if this contract is rescinded or terminated for any reason by either party then all interest earned on such deposit will be paid as follows:-

- (a) to the Vendor and Purchaser in equal shares if this contract is completed;
- (b) to the Purchaser if this contract is terminated due to the default of the Vendor;
- (c) to the Vendor if this contract is terminated due to the default of the Purchaser,

PROVIDED ALWAYS that in the event of any dispute arising in respect of the payment of the deposit or interest earned thereon the Vendor's Agent or Solicitor, as applicable, will pay all disputed moneys to the Supreme Court of New South Wales under the rules thereof.

## **51. MISCELLANEOUS**

- 51.1** Any matter referred to in page 2 and 3 of this contract, or in these special conditions, will be deemed to have been disclosed by the Vendor in substance, if (inter alia) it is described or referred to in a letter, plan or certificate in this contract and the Vendor makes no warranty or representation as to the accuracy or completeness of any such letter, plan or certificate.
- 51.2** In addition to the provisions of clause 21 hereof service of any notice or document under or relating to this contract may be made by email transmission notice will be deemed to be given or made when the transmission has been completed except where:

- (a) the sender's email indicates a malfunction in transmission, or the recipient immediately notifies sender of an incomplete transmission, in that case the email transmission will be deemed not to have been given or made; or
- (b) the time of dispatch is not before 17:30 (local time) on a day that business is generally carried on in the place to which such notice is sent, in which case the notice will be deemed to have been received at the commencement of business on the next such day in that place.

**51.3** The Purchaser acknowledges that if prior to the signing of this contract by or on behalf of the Purchaser documents or copies of documents of the kind referred to in S52A of the *Conveyancing Act* 1919 were attached to this contract at the request of the Vendor by or on behalf of the Purchaser or the Solicitor for the Purchaser the person so attaching such documents or copies of documents did so as the agent of the Vendor.

**51.4** Each of the provisions of this contract will be severable from each other and the invalidity, illegality or unenforceability of any provision herein contained will not prejudice or in any way affect or impair the validity or enforceability of the remaining provisions hereof.

**51.5** In the event of any inconsistency or conflict between these Special Conditions and printed the printed conditions 1 - 32, then these Special Conditions, to the extent of any such inconsistency or conflict, will prevail.

## **52. NO ASSIGNMENT**

The Vendor may assign any of its rights or benefits under this contract for sale without the consent of the Purchaser provided that it procures from its assignee a Deed confirming the terms of this contract. The Purchaser may only assign its rights under this Contract with the Vendor's consent. The Vendor may give or refuse its consent including with terms, in its absolute discretion.

## **53. VENDOR'S MARKETING MATERIALS**

The Purchaser must not use any of the Vendor's marketing material for selling or leasing the Property.

## **54. SELLING AND LEASING BY VENDOR**

Both before and after completion the vendor and its agents may:

- (a) conduct selling and leasing activities on the Development Site;

- (b) place and maintain, on or about the Development Site (but not the Property) signs in connection with those selling and leasing activities; and
- (c) place and maintain, on or about the Development Site (but not the Property) offices and other facilities for sales people.

## 55. TRUSTEE VENDOR

- (a) Despite any other provision of this Contract, the Trustee enters into this Contract as trustee of the Trust and in no other capacity.
- (b) Any liability or obligation of the Trustee arising under or in connection with this Contract:
  - (1) is limited; and
  - (2) can be enforced against the Trustee only,  
to the extent to which it can be satisfied out of the property of the Trust out of which the Trustee is actually indemnified for the liability under the Trust Deed which created the Trust.
- (c) The limitation of the Trustee's liability under this clause applies despite any other provision of this Contract and extends to all liabilities and obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Contract.
- (d) Despite any other provision of this Contract:
  - (1) the limitation of the Trustee's liability under this clause shall, subject to sub-clause 55(d)(2), not apply to any obligation or liability of the Trustee to the extent that it is not satisfied because there is a reduction in the extent of the Trustee's indemnification out of the assets of the Trust as a result of the Trustee's fraud, negligence or breach of trust; and
  - (2) nothing in this clause shall make the Trustee liable to any claim for an amount greater than the amount which the Purchaser would have been able to claim and recover from the assets of the Trust in relation to the relevant liability if the Trustee's right of indemnification out of the assets of the Trust had not been prejudiced by fraud, negligence or breach of trust.
- (e) The Vendor represents and warrants to the Purchaser that:
  - (1) the execution and delivery of and performance by the Vendor (in its capacity as trustee of the Trust constituted under the Trust Deed) of this Contract complies with the Trust Deed and does not constitute a breach of any applicable law, by which the Vendor is bound and that would prevent the Vendor from entering into and performing its obligations under this Contract; and
  - (2) the Vendor has full power and capacity to enter into and perform its obligations under this Contract.

(f) For the purpose of this clause:

- (1) **Trust** means the Ploughmans Unit Trust;
- (2) **Trust Deed** means the trust deed dated 4 November 2021 constituting the Trust; and
- (3) **Trustee** means the Vendor in its capacity as trustee of the Trust or any substitute or replacement trustee of the Trust from time to time.



# Disclosure Statement – Off the Plan Contracts

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

<b>VENDOR</b>	PLOUGHMANS LANE PTY LTD (ACN 651 354 693) as trustee for PLOUGHM
<b>PROPERTY</b>	Proposed lot / 267 and 293 Ploughmans Lane, Orange NSW 2800

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

DETAILS					
Completion	See Special Condition 36.1	Refer to clause(s):	See Special Condition 36.1		
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Refer to clause(s):	See Special Condition 37.5
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	See Special Condition 36.2 and 36.3		
Has development approval been obtained?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Development Approval No:	APPLICATION - DA406/2021		
Has a principal certifying authority been appointed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Provide details:			
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	See Special Condition 37.2, 37.3, 37.4 and 39.3		

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

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Ploughmans Lane Pty Ltd ATF The Ploughmans Unit Trust  
Purchaser:  
Property:  
Dated:

---

### Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
  - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
  - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the property for land tax purposes for the current year?

### Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
  - (a) Have the provisions of the Local Government Act, the Environmental Planning and Assessment Act 1979 and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?

17. If a swimming pool is included in the property:
  - (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
18.
  - (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to Requisition (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

#### **Affectations**

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
  - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
  - (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
  - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
  - (e) any realignment or proposed realignment of any road adjoining the property?
  - (f) any contamination?
22.
  - (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - (b) If so, do any of the connections for such services pass through any adjoining land?
  - (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

#### **Capacity**

24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

#### **Requisitions and transfer**

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



FOLIO: 3/733452

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
16/11/2021	12:30 PM	3	23/7/1990

LAND

----

LOT 3 IN DEPOSITED PLAN 733452  
AT WEST ORANGE  
LOCAL GOVERNMENT AREA ORANGE  
PARISH OF ORANGE COUNTY OF WELLINGTON  
TITLE DIAGRAM DP733452

FIRST SCHEDULE

-----

WAYNE NOEL CONNOR  
GAIL ELIZABETH CONNOR  
AS JOINT TENANTS (T W566747)

SECOND SCHEDULE (4 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP733452 RESTRICTION(S) ON THE USE OF LAND
- 3 W566747 COVENANT
- \* 4 AR165689 CAVEAT BY DEVELOPED PTY LTD

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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



FOLIO: 4/733452

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
16/11/2021	12:30 PM	8	22/9/2018

LAND

----

LOT 4 IN DEPOSITED PLAN 733452  
AT WEST ORANGE  
LOCAL GOVERNMENT AREA ORANGE  
PARISH OF ORANGE COUNTY OF WELLINGTON  
TITLE DIAGRAM DP733452

FIRST SCHEDULE

-----

THOMAS ANTHONY BUNWORTH  
GWENDA JANETTE BUNWORTH  
AS JOINT TENANTS (T 3313412)

SECOND SCHEDULE (5 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP733452 RIGHT OF CARRIAGEWAY VARIABLE WIDTH AFFECTING PART  
OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN THE  
TITLE DIAGRAM
- 3 DP733452 RIGHT OF CARRIAGEWAY VARIABLE WIDTH APPURTENANT TO  
THE LAND ABOVE DESCRIBED
- 4 DP733452 RESTRICTION(S) ON THE USE OF LAND
- 5 9148279 MORTGAGE TO MEMBERS EQUITY BANK LIMITED (SEE  
AG787943)

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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



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

Lengths are in metres

Page 3 of 4 Pages

PLAN DP 733452

PART 2

Plan of subdivision of lot 51 in  
Deposited Plan 703819 and part of  
lot 6 in Deposited Plan 8207  
covered by Council Clerts  
Certificate No 3712 of 2.5.1986

- (i) No pigs hells or stallions shall  
be kept on each lot burdened.
- (j) No intensive housing or keeping of  
birds or animals on each lot burdened  
shall be allowed without the prior  
approval of the Council of the City  
of Orange.
- (k) No animals shall be kept on each lot  
burdened unless such lot is fenced  
with a fence of standard not less  
than 3 posts and 2 barbed wire and  
netting or ringlock or hingejoint.
- (l) No building of any nature shall be  
erected on each lot burdened within  
ten (10) metres on any boundary of  
that lot.
- (m) No residential building or other  
building requiring or intending  
connection to waste water or septic  
tank disposal system shall be erected  
on each lot burdened within the  
distance denoted 'A' on the plan of subdivision  
denoted 'A' on the plan of subdivision  
D.P.
- (N) No septic tanks or waste water or  
effluent disposal trenches shall be  
constructed or maintained on each lot  
burdened on areas denoted 'A' or 'B'  
on the plan of subdivision  
D.P.

Name of Authority empowered to release vary or modify the restriction firstly  
referred to in the abovementioned plan

The Council of the City of Orange

Name of persons empowered to release vary or modify the restriction secondly,  
thirdly, fourthly and fifthly referred to in the abovementioned plan

Proprietors of the lots benefited

Name of body empowered to release vary or modify the restriction sixthly  
referred to in the abovementioned plan

The Bathurst-Orange Development  
Corporation or its successors of the  
non Council of the City of Orange  
the Council of the City of Orange

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

Lengths are in metres

Page 4 of 4 Pages

PLAN DP 733452

PART 2

Plan of subdivision of lot 51 in  
Deposited Plan 703819 and part of  
lot 6 in Deposited Plan 8207  
covered by Council Clerts  
Certificate No 3712 of 2.5.1986

Signed in my presence by  
John Raymond Roberts  
who is personally know to me

Signed for the Bathurst-Orange  
Development Corporation, Proprietors

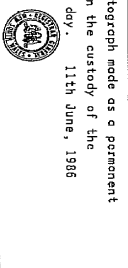
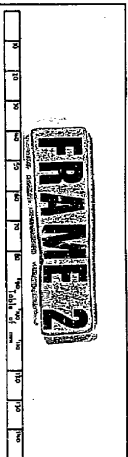
*J. Roberts*  
Signature of Witness

*John A. Roberts*  
Delegate of the Corporation

Name of Witness

PROFECT MANAGER  
Qualification of Witness

DP 733452  
Registered 11.6.1986



This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day. 11th June, 1986

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919  
Lengths are in metres  
Page 1 of 4 Pages

PLAN DP 733452

DP 733452

Full name and address of  
registered proprietor of the  
land  
Nashurst-Orange Development  
Corporation 24/ Anson Street  
Orange  
2, 5  
Easement to drain water 2.5 wide

PART 1

Plan of subdivision of lot 51 in  
Deposited Plan 703819 and part of  
lot 6 in Deposited Plan 8207  
covered by Council Clerks  
of 2.5, 1986  
Certificate No 3212

1. Identity of easement  
fifty referred to in  
the above-mentioned plan

Lot burdened

Name of Authority benefited

2. Identity of easement  
secondly referred to in  
the above-mentioned plan

Council of the City of Orange  
Right of Carriageway variable width

Lot burdened

Lot benefited

3. Identity of easement  
thirdly referred to in  
the above-mentioned plan

Right of Carriageway variable width

Lot burdened

Lot benefited

4. Identity of easement  
fourthly referred to in  
the above-mentioned plan

Right of Carriageway 2.75 wide,  
6 wide and variable width

Lot burdened

Lot benefited

5. Identity of easement  
fifthly referred to in  
the above-mentioned plan

Right of Carriageway 2.75 wide,  
6 wide and variable width

Lot burdened

Lot benefited

6. Identity of easement  
sixthly referred to in  
the above-mentioned plan

Restriction as to user

Lot burdened

Lot benefited

7. Identity of easement  
seventhly referred to in  
the above-mentioned plan

Lot benefited

1 to 7 inclusive

Every other lot

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS AS TO USER  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919  
Lengths are in metres  
Page 2 of 4 Pages

DP 733452

PART 2

Plan of subdivision of lot 51 in  
Deposited Plan 703819 and part of  
lot 6 in Deposited Plan 8207  
covered by Council Clerks  
of 2.5, 1986  
Certificate No 3212

1. Terms of easement firstly referred to in the above-mentioned plan  
As provided in schedule IV A of the  
Conveyancing Act 1919

2. Terms of easement secondly thirdly fourthly and fifthly referred to  
in the above-mentioned plan  
As provided in schedule VIII of the  
Conveyancing Act 1919

3. Terms of restriction sixthly referred to in the above-mentioned plan

(a) Each lot burdened shall not be used  
for purposes other than residential purposes  
without the prior approval of the  
Council of the City of Orange in  
accordance with the then current  
Planning and Environment Legislation  
of Orange.

(b) No residential building shall be  
erected on each lot burdened having  
external wall (not including windows  
and doors) constructed of material  
other than brick or masonry or other  
external building cladding as may be  
approved by the Council of the City  
of Orange.

The roof to such residential building  
shall not be of factory produced  
uncoated galvanised sheeting.

(c) No other buildings shall be erected on  
each lot burdened in any form of masonry or  
uncoated galvanised sheeting or constructed  
of material other than normally  
accepted building materials.

(d) Except during the course of construction  
of buildings no machinery, metal building type  
tiles bricks or any placed or stored on  
each lot burdened.

(e) Vehicular access to each lot burdened  
shall not be other than directly from  
Ploughman's Lane.

(f) No trees more than 4 metres in height  
shall be removed from each lot burdened  
without the prior approval of the Council  
of the City of Orange.

(g) No unregistered vehicles car bodies or  
refuse shall be placed or stored on  
each lot burdened.

(h) No advertising hoarding or signs, except  
during the construction of buildings,  
shall be displayed or erected on each lot  
without the prior approval of the Council  
of the City of Orange.

FRAME 1

This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day, 11th June, 1986





RP 13A

NEW SOUTH WALES

STAMP DUTY

DEPARTMENT OF FINANCE

S  
T  
A  
M  
P  
\$1.00

CHIEF COMMISSIONER



W566747

# TRANSFER

(INCLUDING EASEMENT/COVENANTS)

REAL PROPERTY ACT, 1900  
(See Instructions for Completion on back of form)

CB 12x  
\$ 35c R10/2

DESCRIPTION  
OF LAND  
Note (a)

## LAND being transferred

Torrens Title Reference	If Part Only, Delete Whole and Give Details	Location
Identifier 3/733452	WHOLE	Ph. Orange Cty. Wellington

TENEMENTS

PANEL

Note (b)

This panel also to be  
completed for  
covenants by transferor

## Servient Tenement (Land burdened by easement)

## Dominant Tenement (Land benefited by easement)

Torrens Title Reference	Torrens Title Reference	Torrens Title Reference	Torrens Title Reference

TRANSFEROR  
Note (c)

BATHURST-ORANGE DEVELOPMENT CORPORATION

OFFICE USE ONLY

N

Note (d)

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 60,000.00  
and transfers an estate in fee simple in the land being transferred above described to the TRANSFEREE

TRANSFEREE  
Note (c)

WAYNE NOEL CONNOR of 6 Torpy Street, Orange, Plasterer  
and GAIL ELIZABETH CONNOR of the same address, his wife

OFFICE USE ONLY

ST2

TENANCY  
Note (e)

as joint tenants/tenants-in-common.

PRIOR  
ENCUMBRANCES  
Note (f)

subject to the following PRIOR ENCUMBRANCES 1. .... 2. .... 3. ....

Note (g)

AND the TRANSFEROR:-

- (i) ~~On the basis of the Torrens Title Reference of the land being transferred~~  
(ii) ~~Covenants to be observed by the TRANSFEREE in accordance with the provisions of the Real Property Act, 1900~~

Note (g)

AND the TRANSFEREE COVENANTS with the TRANSFEROR as set out in SCHEDULE THREE hereto

DATE OF TRANSFER

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION  
Note (h)

Signed in my presence by the Transferor who is personally known to me.

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

Note (h)

Signed in my presence by the Transferee who is personally known to me.

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

Solicitor for the Transferee

TO BE COMPLETED  
BY LODGING PARTY  
Notes (i) and (j)

LODGED BY		LOCATION OF DOCUMENTS	
B S. + NIVEN		Herewith.	
201N		In R.G.O. with	
Delivery Box Number		Produced by	
Extra Fee	Checked by	REGISTERED	-19
	332	ON	CV
13 OCT 1925		Registrar General	

RP 13A

SCHEDULE THREE HEREINBEFORE REFERRED TO

B

Notes (n) and (l)

The Transferee hereby covenants with

AND the Transferees for themselves their respective executors administrators and assigns for the benefit of the adjoining lands in Deposited Plan No. 733452 but only during the ownership thereof of the Transferor and its assigns other than purchasers on sale covenant with the Transferor and its assigns that no fences shall be erected on the land hereby transferred to divide it from such adjoining lands without the consent in writing of the Transferor and its assigns but such consent shall not be withheld if such fence is erected without expense to the Transferor and its assigns and in favour of any person dealing with the Transferees their respective executors administrators or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

AND IT IS HEREBY INDICATED as to the hereinbefore mentioned restrictions:-

- (i) The land to which the benefit of the said restrictions hereby created is appurtenant within the meaning of Section 88 Sub-Section 1(a) of the Conveyancing Act, 1919 (as amended) is the land comprised in the adjoining lots in Deposited Plan No. 733452.
- (ii) The land which is to be subject to the burden of the said restrictions within the meaning of Section 88 Sub-Section 1(b) of the said Act is the land hereby transferred.
- (iii) The persons having the right to release, vary or modify the said restrictions within the meaning of Section 88 Sub-Section 1(c) of the said Act is the Transferor.
- (iv) There are no persons whose consent to release variation or modification of the said restrictions within the meaning of Section 88 Sub-Section 1(d) of the said Act is stipulated for.

*J. H. W.*

④

System Document Identification

Land Registry Document Identification

Form Number:08X-e  
Template Number:x\_nsw11  
ELN Document ID:557970018

CAVEAT  
New South Wales  
Section 74F Real Property Act 1900

AR165689

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

WARNING: Care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.

LODGED BY:

Responsible Subscriber: RAMSDEN LAW RAMSDEN LAWYERS ABN 21621228280  
Address: Corporate Centre One  
L5, 2 Corporate CT  
Bundall 4217  
Email: enquiries@ramsdenlaw.com.au  
ELNO Subscriber Number: 2015  
Customer Account Number: 502246  
Document Collection Box: 1W  
Client Reference: 210170\_Develope

LAND TITLE REFERENCE

3/733452

CAVEATOR

DEVELOPED PTY LTD ACN 145963248  
Registered company  
15 - 17 Barrabooka ST  
CLONTARF NSW 2093

NAME AND ADDRESS FOR SERVICE OF NOTICES ON THE CAVEATOR

Street Address  
RAMSDEN LAWYERS  
L 5  
Corporate Centre One  
2 Corporate CT  
Bundall QLD 4217

REGISTERED PROPRIETOR AFFECTED BY THIS CAVEAT

GAIL ELIZABETH CONNOR  
293 PLOUGHMANS LANE  
ORANGE NSW 2800  
WAYNE NOEL CONNOR  
293 PLOUGHMANS LANE  
ORANGE NSW 2800

Based on the claim to an Estate or Interest in Land in the land specified, the Caveator prohibits the Registrar General from taking the actions specified in this Caveat.

ACTION PROHIBITED BY THIS CAVEAT

1. The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the Caveator.
2. The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the Caveator.
4. The granting of any possessory application with respect to the land in the Torrens Title referred to above.
7. The recording in the Register of a Writ affecting the estate or interest claimed by the Caveator.

ESTATE OR INTEREST CLAIMED

Estate In Fee Simple

**By virtue of:** Agreement

**Between** DEVELOPED PTY LTD  
**And** GAIL ELIZABETH CONNOR  
WAYNE NOEL CONNOR

**Details Supporting The Claim:** Call Option Deed dated 12 March 2021

---

The Caveator, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, has a good and valid claim to the estate or interest claimed as specified in this Caveat.

This Caveat, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, does not require the leave of the Supreme Court.

This Caveat, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, does not require the written consent of the Registered Proprietor Of Estate or possessory applicant (as applicable) for the purposes of section 74O Real Property Act 1900.

The Caveator, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, has provided the correct address of the Registered Proprietor as specified in this Caveat.

---

## SIGNING

**Signing Party Role:** Receiving

I certify that:

1. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.
3. The Certifier has taken reasonable steps to verify the identity of the caveator or his, her or its administrator or attorney.

**Party Represented by Subscriber:**

DEVELOPED PTY LTD

**Signed By:** Belinda Maria Northam

**Signer Capacity:** Practitioner Certifier

**ELNO Signer Number:** 8058

**Digital Signing Certificate Number:**

**Signed for  
Subscriber:**

RAMSDEN LAW PTY LTD ABN 21621228280

RAMSDEN LAW  
RAMSDEN LAWYERS

**Subscriber Capacity:** Representative Subscriber

**ELNO Subscriber Number:** 2015

**Customer Account Number:** 502165

**Date:** 22/06/2021

D21/77524  
PR10145 -

30 November 2021

Info Track  
GPO Box 4029  
SYDNEY NSW 2001

Dear Sir/Madam

<b>Sewer Diagram Issued</b>	<b>SD 1017/2021(1)</b>
	<b>LOT: 3 DP: 733452 CA: 3212 - 293 Ploughmans Lane ORANGE</b>
<b>Owner</b>	<b>Mr WN &amp; Mrs GE Connor</b>
<b>Your Reference</b>	<b>2866: Ploughmans Lane Pty Ltd</b>

Enclosed please find the Sewer Diagram in respect of the abovementioned premises as requested in your application, which was received by Council on 29/11/2021.

If you require further information, please contact Hayden Taylor on 02 6393 8238.

Yours faithfully



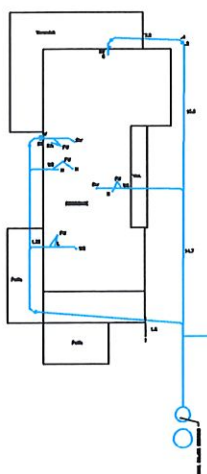
Melissa Maccallum  
**MANAGER BUILDING & ENVIRONMENT**  
enc

PROCCERHANS LANE

SH 1.25  
C0042

SH 1.25  
C0042

SH 1.25  
C0042



REFERENCE

- Only
- Inspection Chamber
- Manhole
- Boundary Flag
- Inspection Shaft
- NOTE: This diagram is for the sewerage system only. It does not show the water supply system. The diagram must be taken to the sewerage authority for approval.



ORANGE CITY COUNCIL  
CIVIC CENTRE  
BRICK STREET  
ORANGE

SCALE  
1:800

DRAWN:  
ISSUED: 30 FEBRUARY 2021  
ISSUED: 30 NOVEMBER 2021  
APPROVED: *Theresa Maccollum*  
Manager Building and Environment  
DATE: 30 NOVEMBER 2021

SEWER SERVICE DIAGRAM  
PLUMBING CODE OF AUSTRALIA (PCA) 2012  
OWNER: V N & G E CONNOR  
PREMISES: 293 PLUGHANS LANE  
LOT/D.P.: 3/733452  
FILE No.: PR10145  
LOCALITY: CALARE  
PLAN No.: A3

D21/74890  
PR10144 -

18 November 2021

Info Track  
GPO Box 4029  
SYDNEY NSW 2001

Dear Sir/Madam

<b>Sewer Diagram Issued</b>	<b>SD 976/2021(1)</b>
<b>Owner</b>	<b>LOT: 4 DP: 733452 CA: 3212 - 267 Ploughmans Lane ORANGE</b>
<b>Your Reference</b>	<b>Mr TA &amp; Mrs GJ Bunworth</b>
	<b>2866: Ploughmans Lane Pty Ltd</b>

Enclosed please find the Sewer Diagram in respect of the abovementioned premises as requested in your application, which was received by Council on 17/11/2021.

If you require further information, please contact Hayden Taylor on 02 6393 8238.

Yours faithfully



Melissa Maccallum  
**MANAGER BUILDING & ENVIRONMENT**  
enc

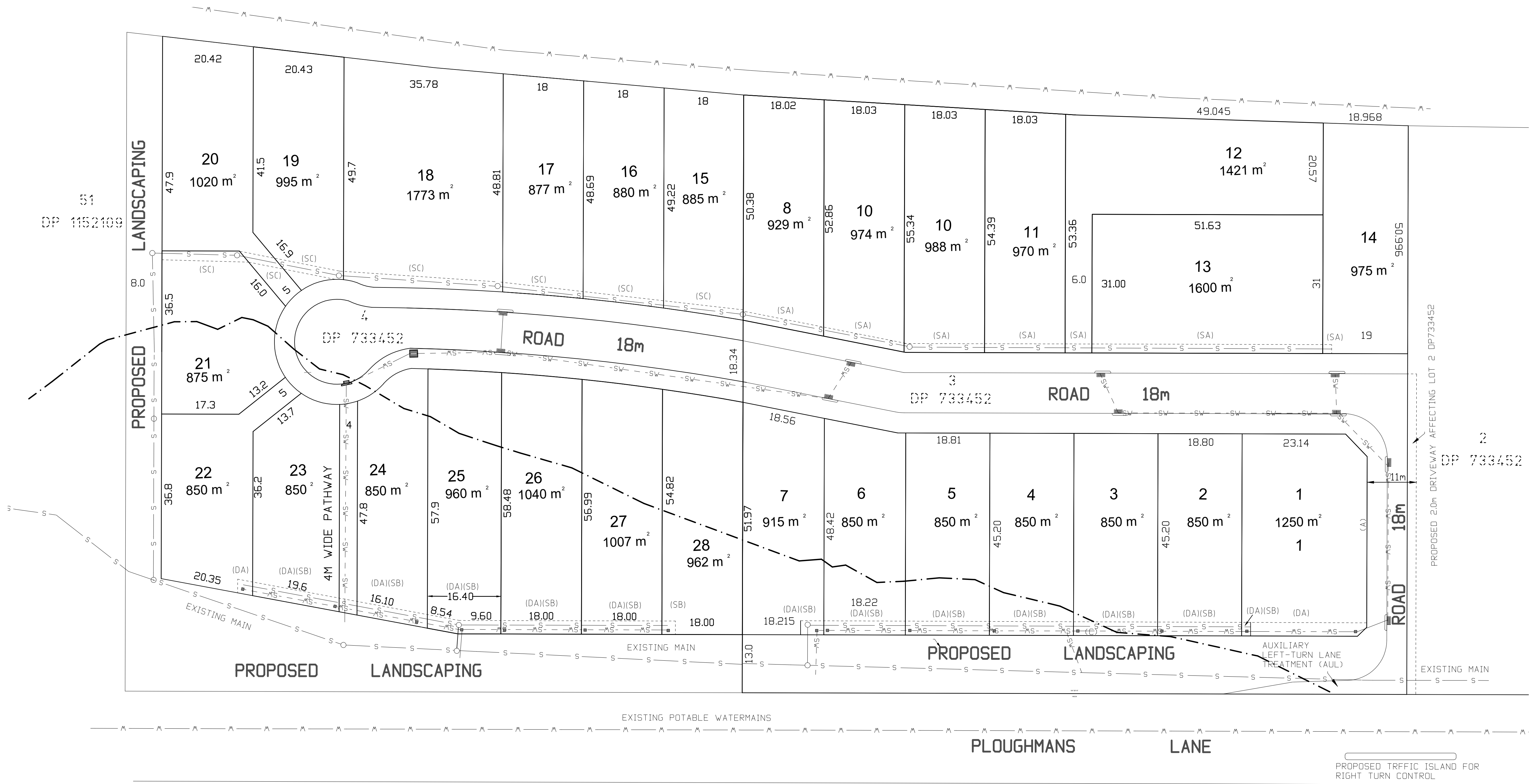






**LEGEND**

— SW — PROPOSED STORMWATER MAINS  
— S — PROPOSED SEWER MAINS  
— W — POTABLE WATERMAINS



NOTE:  
(1) ALL DIMENSIONS AND AREAS ARE CALCULATED FROM AERIAL MAPPING, THEREFORE ARE APPROXIMATE UNTIL CADASTRAL BOUNDARIES AND EXISTING SITE FEATURE ARE ESTABLISHED.  
(2) EXISTING PORTABLE WATERMAIN AND EXISTING SEWERMAIN ARE AN INDICATIVE LOCATION FROM COUNCIL RECORDS.

(SA) EASEMENT TO DRAIN SEWAGE 2 WIDE.  
(DA) EASEMENT TO DRAIN WATER 3 WIDE.  
(SB) EASEMENT TO DRAIN SEWAGE 3 WIDE.  
(SC) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH.

APPROXIMATE 1% AEP FLOOD LEVEL FROM COUNCIL RECORDS

SERVICES SHOWN ON THIS PLAN HAVE BEEN DETERMINED BY SURFACE INSPECTION ONLY. OTHER SERVICES MAY EXIST WITHIN THE SITE. SERVICE AUTHORITIES MUST BE CONTACTED PRIOR TO THE COMMENCEMENT OF ANY SITE WORKS TO DETERMINE THE EXACT LOCATION OF SUCH SERVICES.

THIS PLAN DOES NOT DEFINE BOUNDARIES  
CONTOUR INTERVAL 0.5m

REVISIONS	B	PRELIMINARY ISSUE	A.Z	15.07.21		CLIENT: DEVELOPED PTY LTD  ADDRESS: 15-17 BARRABOOKA STREET, ORANGE	 <b>CARPENTER, COLLINS &amp; CRAIG</b> CONSULTING SURVEYORS, ENGINEERS, SUBDIVISION DESIGN & MANAGEMENT 11 McNamara Street, P.O. Box 665, Orange, NSW 2800 Telephone: (02) 6363 1111 email: admin@cccsurvey.com.au	SURVEYOR: HEIGHT DATUM: HORIZ. DATUM: ORIGIN:  ROT'N ANG: SCALE: 1:500	DATE: 27-04-2021 DRAWN: A.Z DESIGNED: A.Z  CHECKED: APPROVED:	<b>PROPOSED SUBDIVISION OF LOT 3&amp;4 DP733452 293 PLOUGHMANS LANE, ORANGE PROPOSED SUBDIVISION LAYOUT AERIAL OVERLAY VERSION2</b>				REV. <b>D</b>
	C	LOTS ADJUSTED	DC	4.8.21										
	D	EASEMENTS UPDATED	DC	2.12.21										
NO.	DESCRIPTION		DRAWN	DATE	APP.					DO NOT SCALE	JOB No. 10116	DWG No. 10116SUB	SHEET 2 OF 3	A1

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 3 Sheets

**Plan**

Plan of Subdivision of Lot 3 & 4 in  
DP 733452.

Subdivision Certificate

No. .... Dated .....

**Full Names and addresses of the  
Registered Proprietors of the land.**

**Developed Pty Ltd**  
15-17 Barrabooka Street  
Clontarf, NSW  
2093.

**PART 1**

Number of item shown in the intention panel on the plan.	Identity of Easement, profit a' prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots or parcels:	Benefited lots, roads, bodies or Prescribed Authorities:
1	Easement to Drain Water 3 Wide. (DA)	1	Orange City Council
		2	1 & Orange City Council
		3	1, 2 & Orange City Council.
		4	1-3 Inc & Orange City Council.
		5	1-4 Inc & Orange City Council.
		6	1-5 Inc & Orange City Council.
		7	1-6 Inc & Orange City Council.
		23	22
		24	23 & 22
		25	24,23 & 22
		27	28
		26	27 & 28

**Plan**

Plan of Subdivision of Lot 3 & 4  
DP 733452.

		25	26, 27 & 28
2	Easement to Drain Sewage 2 Wide. (SA)	8-14 Inc	Orange City Council
3	Easement to Drain Sewage 3 Wide. (SB)	1-7 Inc 22-28 Inc	Orange City Council
4	Easement to Drain Sewage Variable Width. (SC)	15-21 Inc	Orange City Council
5	Restriction on the use of land	1-28 Inc	Orange City Council
6	Restriction on the use of land	1-7 Inc 22-28 Inc	Orange City Council

**PART 2 - TERMS****1. Terms of Restriction on the Use of Land numbered 5 in the plan**

No fence shall be erected on any lot burdened to divide it from any adjoining lot owned by Developed Pty Ltd without it's consent, but such consent shall not be withheld if such fence is erected without expense to the above-mentioned owners provided that this restriction shall remain in force only during such time as the above named is the registered proprietor of any lot in the plan or any lot adjoining the land in the plan.

**2. Terms of Restriction on the Use of Land numbered 6 in the plan**

No structures are to be placed on the lots, or landscaping works carried out on the lots in a manner that affects the continued operation of the interlot drainage system.

**The name of the Authority empowered to release vary or modify the terms of this agreement is Orange City Council.**

**Plan**Plan of Subdivision of Lot 3 & 4  
DP 733452.

<b>SIGNATURE OF REGISTERED PROPRIETOR:</b>	
Certified correct for the purpose of the Real Property Act 1900 by the registered proprietor named below:	
EXECUTED by DEVELOPED PTY LTD ACN XXXXXX..... Authority: s.127 Corporations Act 2001	
..... Scott Anderson Director  ..... XXXXXXXXXXXXX Director	..... Signature of Witness  ..... Print Name of Witness  .....  ..... Print Address of Witness

Orange City Council by its authorised delegate pursuant to s.377 Local Government Act 1993

.....  
**Signature of Authorised Officer**

.....  
**Name of Authorised Officer**

.....  
**Authority of Officer**  
**Signing on behalf of**  
**Orange City Council**

I certify that the person signing above, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this document in my presence.

.....  
**Signature of Witness**

.....  
**Name of Witness (Block Letters)**

.....  
**Address of Witness**