

# Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Coastside First National Real Estate</b> <b>Shop 4/20-26 Addison Street, Shellharbour City</b> <b>Centre, NSW 2529</b>	<b>Phone: 4295 5033</b> <b>Fax: 4295 5066</b> <b>Ref: Rachel Hutchinson</b>
co-agent		
vendor	<b>Cassie Jane Field</b> <b>26 Saddleback Cres, Kembla Grange, New South Wales 2526</b>	
vendor's solicitor	<b>Wollongong Legal</b> <b>Suite 1, Level 1, 71-73 Burelli Street,</b> <b>Wollongong NSW 2500</b> <b>PO Box 5439, Wollongong NSW 2520</b>	<b>Phone: (02) 4225 8611</b> <b>Email:</b> <b>lauren@wollongonglegal.com.au</b> <b>Fax: (02) 4225 8699</b> <b>Ref: LS:CC:22119</b>
date for completion	<b>42nd day after the contract date</b>	(clause 15)
land (address, plan details and title reference)	<b>26 Saddleback Cres, Kembla Grange, New South Wales 2526</b> <b>Registered Plan: Lot 113 Plan DP 1230416</b> <b>Folio Identifier 113/1230416</b>	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input checked="" type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

vendor

**GST AMOUNT (optional)**

The price includes  
GST of: \$

witness

purchaser

☐ JOINT TENANTS    ☐ tenants in common    ☐ in unequal shares

witness

**Choices**Vendor agrees to accept a **deposit-bond** (clause 3)☒ NO☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 30)

PEXA

**Electronic transaction** (clause 30)☐ no☒ YES

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

**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☐ NO☒ yes**GST:** Taxable supply☒ NO☐ yes in full☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO☐ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☒ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make an *GSTRW* payment☒ NO☐ yes (if yes, vendor must provide further details)

(GST residential withholding payment)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW* payment:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW* rate (residential withholding rate):Amount must be paid: ☒ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☒ NO☐ yes

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

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

## List of Documents

<p><b>General</b></p> <p><input type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input 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 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 checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</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 checked="" type="checkbox"/> 14 building information certificate or 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 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 checked="" type="checkbox"/> 24 insurance certificate</p> <p><input type="checkbox"/> 25 brochure or 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 type="checkbox"/> 57 disclosure statement - off the plan contract</p> <p><input type="checkbox"/> 58 other document relevant to the 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**

**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.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 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*.

## ADDITIONAL PROVISIONS

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**33. Inconsistency with additional provisions**

If there is inconsistency between the terms of any additional provisions and the terms of the printed form of the Contract, then the parties agree that the terms of the additional provisions shall prevail and apply.

**34. Amendments to contract**

- 34.1. Clause 7.1.1 is amended by replacing 5% with 1%.
- 34.2. Clause 7.2.1 is amended by replacing 10% with 1%.
- 34.3. Clause 14.4.2 is deleted.
- 34.4. Clause 25.2 is deleted.

**35. Entire agreement**

The purchaser acknowledges that the provisions of this Contract constitute the full and complete understanding between the parties and there is no other understanding, agreement, warranty or representation whether express or implied in any way extending, defining or otherwise relating to the provisions of this Contract or binding on the parties with respect to any matters to which this Contract relates.

**36. Amendments to the contract**

Each of the parties warrant to the other party that their solicitor/conveyancer has authority to make amendments to this Contract prior to the making of this Contract.

**37. Purchaser acknowledgments**

- 37.1. The Purchaser acknowledges that they are purchasing the property:
  - 37.1.1. in its present condition and state of repair, subject to fair wear and tear;
  - 37.1.2. subject to all defects latent or patent which relate to the quality of the property;
  - 37.1.3. subject to any infestations and dilapidations;
  - 37.1.4. subject to all existing services; and
  - 37.1.5. as a result of their own enquiries and inspections and not as a result of any representations made by or on behalf of the Vendor.
- 37.2. The Purchaser agrees to not make any objection, requisition or claim for compensation arising out of any of the matters covered by this clause.
- 37.3. The Purchaser shall not require the Vendor to contribute to the costs of, or carry out any work required by any financial institution, Local Government Authority or otherwise.

**38. Caveat**

The purchaser shall not lodge a Caveat against the title to the land.

**39. Late completion**

- 39.1. Provided the Purchaser is not prevented from completing this Contract by the Completion Date due to the Vendor's refusal or inability to complete, then in addition to the balance of the purchase price, the Purchaser shall pay to the Vendor on completion:
- 39.1.1. Interest on the balance of the purchase price outstanding at the rate of 8% per annum calculated from (but not including) the date provided for completion herein up to and including the date completion actually takes place; and
  - 39.1.2. The additional sum of \$220.00 (GST inclusive) on account of legal costs and expenses incurred by the Vendor as a result of the Purchaser's delay.
- 39.2. It is acknowledged by the Purchaser that the monies referred to in clause 39.1 above are recoverable by the Vendor as liquidated damages being a genuine pre-estimate of the loss suffered and expenses incurred by the Vendor as a consequence of the Purchaser's delay or default.
- 39.3. In the event that any of the monies referred to in clause 39.1 above are payable by the Purchaser, such monies shall be paid on and as a condition precedent to completion.

**40. Notice to complete**

- 40.1. If completion does not occur on or before the completion date, at any time either party (not then being in default under this Contract) may serve on the other a Notice to Complete, requiring completion of this Contract on a specified date being not less than 14 days after the date of service of the Notice to Complete.
- 40.2. If a party serves a Notice to Complete on the other, that party shall be permitted to serve notice on the other prior to expiration of the Notice to Complete to:
- 40.2.1. extend the time in which the other is required to settle; or
  - 40.2.2. withdraw
- the said Notice to Complete.
- 40.3. If the Vendor has served a Notice to Complete, an additional sum of \$165.00 (GST inclusive) on account of legal costs and expenses incurred by the Vendor is payable by the Purchaser and the Purchaser shall not be entitled to require the Vendor to complete this Contract unless such payment is paid to the Vendor on completion and it is an essential term of the Contract.

**41. Death, mental illness and liquidation**

- 41.1. Should either party, or any person included in that term, die or be declared mentally ill prior to completion then either party may rescind the Contract and the provision of clause 19 of the Contract shall apply.
- 41.2. Should the Purchaser or any person or company included in that term be declared bankrupt, then the Purchaser shall be deemed to be in default and the provision of clause 9 shall apply.

**42. Real estate agent**

The Purchaser warrants that the Purchaser was not introduced to the Vendor or the property by any real estate agent except the agent (if any) named on the front page of this Contract. The Purchaser indemnifies the Vendor (and if more than one each of them) against any claim for commission which might be made by any other agent resulting from an introduction which the Purchaser has not disclosed in breach of this warranty and against all costs and any expenses incidental to defending any such claim. It agreed that these indemnities shall be continuing indemnities not merging on completion.

**43. Deleted**

**44. Deposit bond**

- 44.1. In the event that the Vendor accepts from the Purchaser a Deposit Bond or Bank Guarantee for the deposit payable pursuant to this Contract. The Purchaser must provide to the Vendor the original Deposit Bond or Bank Guarantee on or before exchange.
- 44.2. On completion of this Contract the Purchaser must pay to the Vendor, in addition to all other moneys payable under this Contract, the amount stipulated in the Deposit Bond or Bank Guarantee by way of bank cheque. The Vendor will then release the original Deposit Bond or Bank Guarantee to the Purchaser.
- 44.3. If the Vendor serves a notice of termination in accordance with clause 9 of this Contract, the Issuer of the Deposit Bond or Bank Guarantee must pay the 10% deposit (or so much thereof has not been paid) to the Vendor in a timely manner. If the stipulated amount has not already been paid by the Issuer, the Purchaser shall forthwith pay the amount to the Vendor by bank cheque.

**45. Place of settlement**

In the event that the Purchaser requires that we attend to a paper settlement, the Purchaser agrees to pay the Vendor's legal fees and other expenses incurred as a result. It is agreed that the sum of \$165.00 (GST inclusive) is a genuine pre-estimate of the Vendor's additional expenses incurred and that sum will be allowed by the Purchaser as an adjustment on completion.

**46. Finance warranty**

- 46.1. The Purchaser warrants that either:
  - 46.1.1. no finance is required; or
  - 46.1.2. satisfactory arrangements have been made for finance to assist the Purchaser with the acquisition of the property.
- 46.2. The Purchaser shall not terminate this Contract by reason of the unavailability of finance on completion and the Purchaser acknowledges that as a result of making this disclosure the Purchaser cannot and will not terminate this Contract pursuant to any relevant legislation.

**47. Purchaser is ordinarily resident in Australia**

47.1. The Purchaser (and if more than one, each of them) warrants:

- 47.1.1. that they are an ordinarily resident in Australia as defined in the Foreign Acquisitions and Takeovers Act 1975 (Cth);
- 47.1.2. that the provisions of the Foreign Acquisitions and Takeovers Act requiring the obtaining of consent to this transaction do not apply to them and to this purchase;
- 47.1.3. that no notifications, consents and/or approvals are required to be obtained by them from the Foreign Investment Review Board.

**48. Requisitions on title**

The Vendor shall not be required to answer requisitions other than the requisitions in the form annexed.

**49. Guarantee**

49.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this contract.

49.2 The word guarantor means each director of the purchaser as at the date of this contract.

49.3 If each any director of the purchaser has not signed this clause as a guarantor, the vendor may terminate this contract by serving a notice, but only within 14 days after the contract date.

49.4 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:

49.4.1 payment of all money payable by the purchaser under this contract; and

49.4.2 the performance of all of the purchaser's other obligations under this contract.

49.5 The guarantor:

49.5.1 indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and

49.5.2 must pay on demand any money due to the vendor under this indemnity.

49.6 The guarantor is jointly and separately liable with the purchaser to the vendor for:

49.6.1 the performance by the purchaser of its obligations under this contract; and

49.6.2 any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.

49.7 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.

49.8 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.

- 49.9 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- 49.9.1 the granting of any time, waiver, covenant not to sue or other indulgence;
  - 49.9.2 the release or discharge of any person;
  - 49.9.3 an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
  - 49.9.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
  - 49.9.5 payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
  - 49.9.6 the winding up of the purchaser.
- 49.10 The deed constituted by this clause binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.
- 49.11 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.
- 49.12 This clause operates as a deed between the vendor and the guarantor.

<p><b>SIGNED:</b> _____</p> <p><b>NAME:</b> _____ Director</p>	<p><b>SIGNED:</b> _____</p> <p><b>NAME:</b> _____ Director/Secretary</p>
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## 50. Counterparts and Electronic Signature

- 50.1 This contract may be executed:
- 50.1.1 in a number of counterparts and all the counterparts together make one instrument; and/or
  - 50.1.2 electronically by both parties using Docusign or by exchanging electronic copies of original signatures on this Contract.
- 50.2 This Contract may be validly created and exchanged by counterparts with each party's signature (electronic or otherwise) sent electronically to each other party by email or facsimile.
- 50.3 The parties acknowledge that the electronic version of this Contract signed by both parties will be the true and original version for the purposes of this transaction and that no other version will be provided unless otherwise agreed between the parties in writing.
- 50.4 The parties agree to be bound by the electronic version of this Contract which has been signed and exchanged in accordance with this clause and the Purchaser may not make a claim because of anything contained in this clause.
- 50.5 The parties agree that they will be bound by, have complied with and will comply with the *Electronic Transactions Act 2000* (NSW) and any terms and conditions of Docusign, in relation to the execution of this Contract.



## 51. Covid-19

For the benefit of both parties, should either party:

- a. Contract the Covid-19 virus;
- b. Be placed in isolation in the property;
- c. Be directed to self-isolate in the property; or
- d. Need to care for an immediate member of their household or family in the property

then the parties agree that the following provisions shall apply:

- i. the other party cannot issue a Notice to Complete on the party until such time that the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property;
- ii. the party seeking the benefit of this clause must provide suitable documentation to evidence the need for isolation immediately upon diagnosis;
- iii. completion shall take place within seven (7) days from the date from which the party is permitted to leave the property;
- iv. the party seeking the benefit of this clause shall do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion; and
- v. it is an essential term of this contract that the party seeking the benefit of this clause shall thoroughly disinfect the property prior to completion. For the purpose of clarity, thoroughly disinfect includes, but is not limited to, vacuuming carpets, cleaning air conditioning filters, and using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows appliances and mop floors.

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
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 (NSW)*)? If so, please provide details.
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 NSW Civil and Administrative Tribunal for an order?
  - (b) have any orders been made by the NSW Civil and Administrative 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 and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal 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 any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoings 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?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

### Survey and building

14. 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.
15. 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.
16.
  - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* 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 Information Certificate or 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 (as referred to in the former s109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in s6.4 of that Act 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 or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
- 17.
- (a) 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?
  - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to Requisition 19(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 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?
- Affectations/Benefits**
- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
    - (i) whether there are any existing breaches by any party to it;
    - (ii) whether there are any matters in dispute; and
    - (iii) whether the licensor holds any deposit, bond or guarantee.
  - (b) In relation to such licence:
    - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
    - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. 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?
22. 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) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
- 23.
- (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?
24. 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**
25. 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**

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
28. 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.
29. 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.
30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
31. The purchaser reserves the right to make further requisitions prior to completion.
32. 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 the completion date.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 113/1230416

SEARCH DATE	TIME	EDITION NO	DATE
17/3/2022	4:23 PM	4	23/6/2020

LAND

LOT 113 IN DEPOSITED PLAN 1230416  
AT KEMBLA GRANGE  
LOCAL GOVERNMENT AREA WOLLONGONG  
PARISH OF KEMBLA COUNTY OF CAMDEN  
TITLE DIAGRAM DP1230416

FIRST SCHEDULE

CASSIE JANE FIELD (T AN601546)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1230416 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (2) IN THE S.88B INSTRUMENT
- 3 DP1230416 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (3) IN THE S.88B INSTRUMENT
- 4 DP1230416 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (8) IN THE S.88B INSTRUMENT
- 5 DP1230416 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (9) IN THE S.88B INSTRUMENT
- 6 DP1230416 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (10) IN THE S.88B INSTRUMENT
- 7 DP1230416 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (11) IN THE S.88B INSTRUMENT
- 8 AQ193007 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

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Received: 17/03/2022 16:23:07

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CL70 & 71									
MARK	MGA CO-ORDINATES		CLASS	ORDER	METHOD	AHD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION
	EASTING	NORTHING							
TS 1084.3	294 323.38	6 183 270.405	A	1	FROM SCIMS	47.181	LC	1.3	FOUND
PM 16655	294 819.325	6 182 496.823	A	1	FROM SCIMS	22.929	LB	1.2	FOUND
PM 16658	296 448.907	6 182 578.685	A	1	FROM SCIMS	17.317	LB	1.2	FOUND
SSM 24905	295 571.506	6 183 415.476	B	U	FROM SCIMS	4.0	U	U	FOUND
SSM 194364	295 997.64	6 183 739.3	U	U	CAD TRAV	31.38	U	U	PLACED
SSM 194365	295 962.13	6 183 498.31	U	U	CAD TRAV	25.99	U	U	PLACED
SSM 194366	295 985.83	6 183 509.81	U	U	CAD TRAV	27.530	U	U	PLACED

DATE OF SCIMS COORDINATES & AHD VALUES: 07/05/2018

MGA ZONE: 56

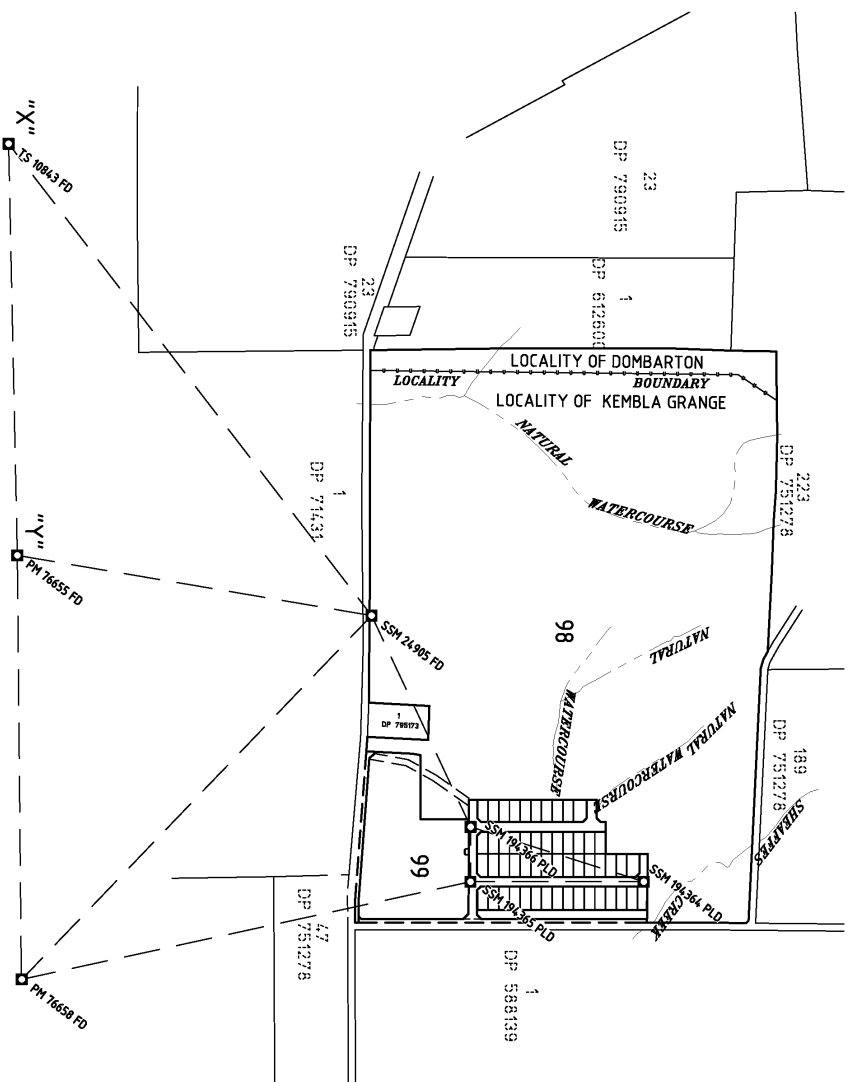
MGA DATUM: GDA94

HEIGHT DATUM: AHD71

COMBINED SCALE FACTOR 1.000102 ZONE 56

HEIGHT DIFFERENCE SCHEDULE & PM/SSM CONNECTIONS					
FROM	TO	MGA GROUND	SURVEY	HEIGHT DIFFERENCE	METHOD
TS 1084.3	PM 16655	14,720.07 - 918.827	14,722.07 - 918.83	-24.252	TRIGONOMETRIC HEIGHTING
TS 1084.3	SSM 24905	83,222.13 - 1256.435	83,222.07 - 1256.408	-12.806	TRIGONOMETRIC HEIGHTING
PM 16655	SSM 24905	39,183.36 - 1187.179	39,183.30 - 1187.189	+11.446	TRIGONOMETRIC HEIGHTING
PM 16655	PM 16658	87,072.67 - 1631.441	87,072.38 - 1631.438	-5.612	TRIGONOMETRIC HEIGHTING
SSM 24905	PM 16658	133,383.47 - 1212.23	133,383.44 - 1212.392	-17.058	TRIGONOMETRIC HEIGHTING
PM 16658	SSM 194365	-	332,366.40 - 1840.465	+17.713	TRIGONOMETRIC HEIGHTING
SSM 24905	SSM 194366	-	73,774.07 - 328.175	-6.845	TRIGONOMETRIC HEIGHTING
SSM 193366	SSM 194365	-	98,34.95 - 77.185	-2.440	TRIGONOMETRIC HEIGHTING
SSM 194366	SSM 194364	-	25,983.25 - 255.27	+3.850	TRIGONOMETRIC HEIGHTING
SSM 194365	SSM 194364	-	8,222.50 - 243.585	+6.290	TRIGONOMETRIC HEIGHTING

HEIGHT DATUM: AHD71



PLAN FORM 2 (A2)

DP1230416

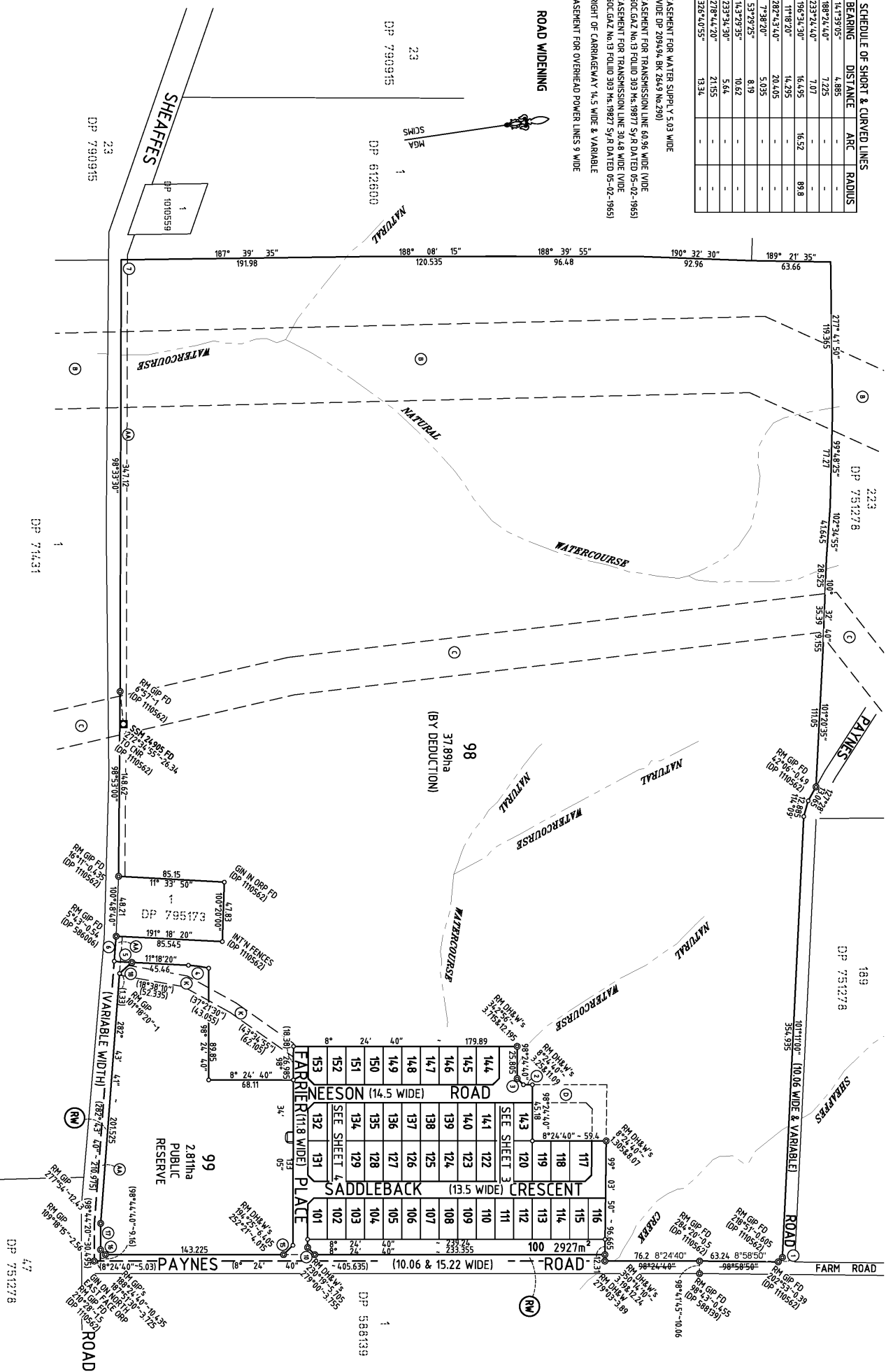
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 2 of 4 sheets

SCHEDULE OF SHORT & CURVED LINES			
No.	BEARING	DISTANCE	ARC RADIUS
1	141°39'05"	4.885	-
2	188°24'40"	7.225	-
3	233°24'40"	7.07	-
4	196°34'30"	16.435	89.8
5	11°18'20"	14.295	-
6	282°43'40"	20.405	-
7	7°38'20"	5.035	-
8	53°29'25"	8.19	-
9	143°29'35"	10.62	-
10	233°34'30"	5.64	-
11	278°42'20"	21.555	-
12	328°40'55"	13.34	-

- (A) EASEMENT FOR WATER SUPPLY 5.03 WIDE (WIDE DP 209496, BK 2649 No.290)
- (B) EASEMENT FOR TRANSMISSION LINE 60.96 WIDE (WIDE GOC/GAZ No.3 FOLIO 303 No.19877 SYR DATED 05-02-1965)
- (C) EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (WIDE GOC/GAZ No.3 FOLIO 303 No.19877 SYR DATED 05-02-1965)
- (D) RIGHT OF CARRIAGEWAY 14.5 WIDE & VARIABLE
- (E) EASEMENT FOR OVERHEAD POWER LINES 9 WIDE

(M) ROAD WIDENING



Surveyor: LARRY DEAN WARD  
Date of Survey: 25/05/18  
Surveyor's Ref: 78107 01 LOTIF\_RECA  
2018M7100 (787) PARTIAL SURVEY

PLAN OF SUBDIVISION OF LOT 401 DP 1110562

LGA: WOLLONGONG  
Locality: KEMBLA GRANGE  
Subdivision No: SC 2018/71  
Lengths are in metres. Reduction Ratio 1:2000

Registered  
30.07.2018

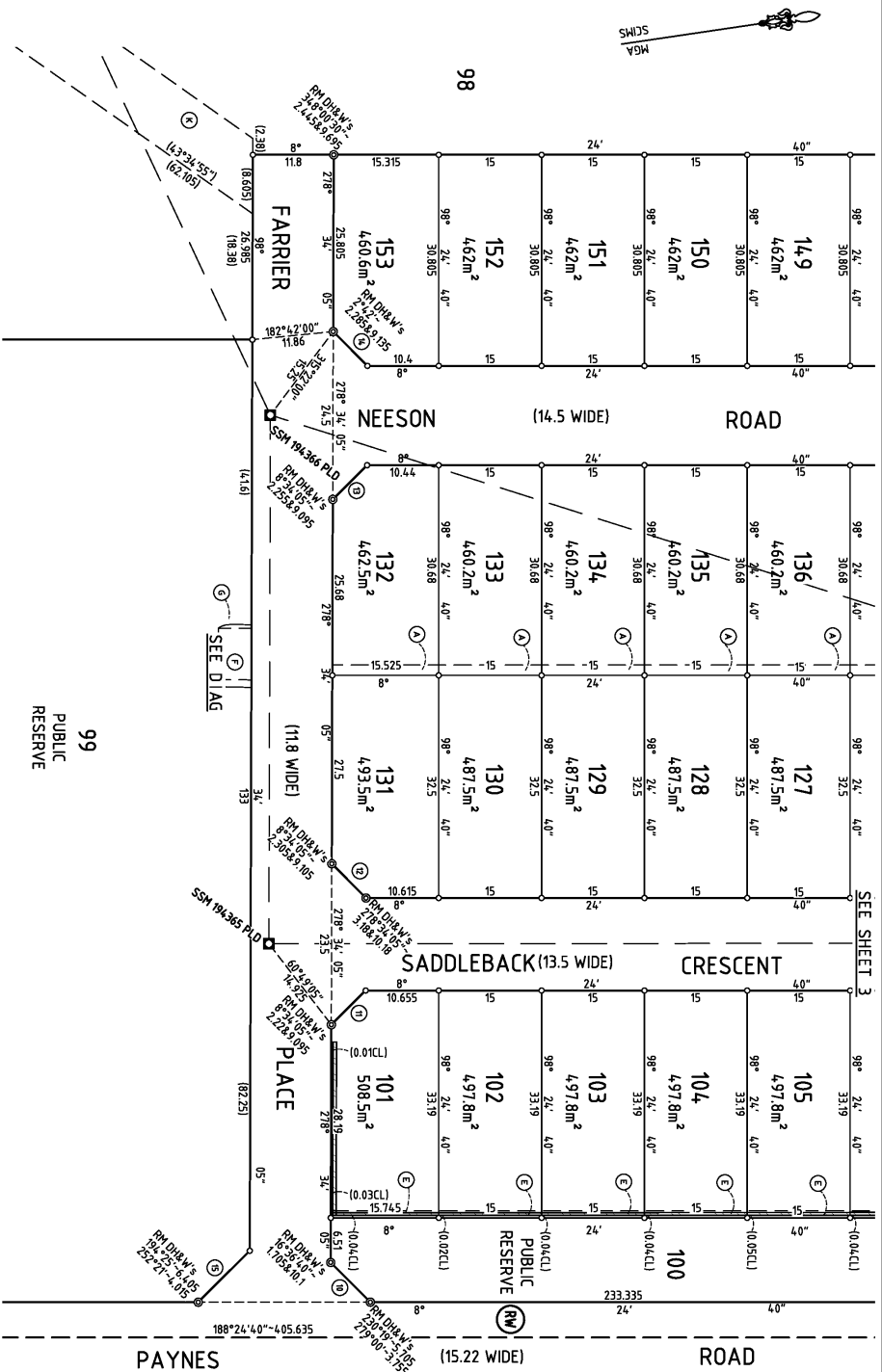
DP1230416



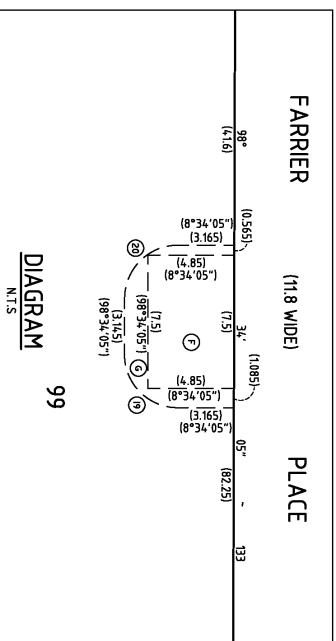


WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SCHEDULE OF SHORT & CURVED LINES			
No.	BEARING	DISTANCE	ARC RADIUS
10	S3°23'25"	8.19	-
11	N43°29'25"	7.08	-
12	S33°29'25"	7.08	-
13	S33°29'25"	7.08	-
14	S33°29'25"	7.06	-
15	N43°29'35"	10.62	-
19	S33°24'05"	4.245	4.71
20	S33°24'05"	4.245	4.71
			3



- Ⓐ EASEMENT TO DRAIN WATER 15 WIDE
  - Ⓑ RESTRICTION ON THE USE OF LAND 10 WIDE (SITE) (NO.2)
  - Ⓒ EASEMENT FOR PADMOUNT SUBSTATION 4.75 WIDE
  - Ⓓ RESTRICTION ON THE USE OF LAND (NO.6)
  - Ⓔ EASEMENT FOR OVERHEAD POWER LINES 9 WIDE
  - Ⓜ ROAD WIDENING
- ALL WALLS SHOWN ARE CONCRETE BLOCK RETAINING WALLS  
CL DENOTES WALL CLEAR OF BOUNDARY




Surveyor: LARRY DEAN WARD  
Date of Survey: 25/05/18  
Surveyor's Ref: 78107 01 LOT F\_REQA  
2018M7100 (787) PARTIAL SURVEY

PLAN OF SUBDIVISION OF LOT 401 DP 11110562


LGA: WOLLONGONG  
Locality: KEMBLA GRANGE  
Subdivision No: SC 2018/71  
Lengths are in metres. Reduction Ratio 1:500

Registered  
30.07.2018

DP1230416

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 6 sheet(s)	
<p>Office Use Only</p> <p>Registered:  30.07.2018</p> <p>Title System: TORRENS</p>			<p>Office Use Only</p> <p><b>DP1230416</b></p>		
<p><b>PLAN OF SUBDIVISION OF LOT 401 DP 1110562</b></p>			<p>LGA: WOLLONGONG</p> <p>Locality: KEMBLA GRANGE / DOMBARTON</p> <p>Parish: KEMBLA</p> <p>County: <del>CUMBERLAND</del> CAMDEN <i>A.R.</i></p>		
<p><b>Survey Certificate</b></p> <p>I, LARRY DEAN WARD of SMEC AUSTRALIA PTY LTD PO BOX 232, CAMPBELLTOWN NSW 2560 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on ..... or</p> <p>*(b) The part of the land shown in the plan (excluding the western parts of Lot 98 ) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on 25/05/2018 the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: "X" - "Y"</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep Mountainous:</p> <p>Signature: <i>[Signature]</i> Dated: 26/6/18</p> <p>Surveyor Identification No: 2204</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.</p> <p>**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>			<p><b>Crown Lands NSW/Western Lands Office Approval</b></p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>		
<p><b>Subdivision Certificate</b></p> <p>I, <i>NATHAN M. BRYANT</i> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <i>N. M. Bryant</i></p> <p>Accreditation number: .....</p> <p>Consent Authority: <i>WOLLONGONG CITY COUNCIL</i></p> <p>Date of endorsement: 9.7.18</p> <p>Subdivision Certificate number: <i>SC 2018/71</i></p> <p>File number: <i>DA - 2016/410/A</i></p> <p>*Strike through if inapplicable.</p>					
<p>Plans used in the preparation of survey/compilation.</p> <p>DP 588139</p> <p>DP1110562</p>			<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land <i>A.R. SAPPHIRE ROAD</i></p> <p>IT IS INTENDED TO DEDICATE FARRIER PLACE, NEESON ROAD AND SADDLEBACK CRESCENT TO THE PUBLIC AS PUBLIC ROAD. <i>^</i></p> <p>IT IS INTENDED TO DEDICATE THAT LAND SHOWN HEREON AS ROAD WIDENING SUBJECT TO AN EASEMENT FOR WATER SUPPLY 5.03 WIDE (DP209494 BK 290 No. 2649) TO THE PUBLIC AS PUBLIC ROAD.</p> <p><i>BK 2649 No. 290 A.R.</i></p>		
<p>Surveyor's Reference: 78107.01.L01</p> <p>2018M7100(787) Partial Survey</p>			<p>Cont Sheet 2</p> <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>		

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 6 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p><b>Registered:</b>  30.07.2018</p> <p><b>PLAN OF SUBDIVISION OF LOT 401 DP 1110562</b></p> <p>Subdivision Certificate number: <u>SC 2018/71</u></p> <p>Date of Endorsement: <u>9.7.18</u></p>	<p style="text-align: right;">Office Use Only</p> <p style="font-size: 2em; text-align: center;"><b>DP1230416</b></p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li> <li>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
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Cont. from Sheet 1

IT IS INTENDED TO DEDICATE LOTS 99 AND 100 TO THE PUBLIC AS PUBLIC RESERVE.

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. RESTRICTION ON THE USE OF LAND (E) (1 WIDE) *A-R*
3. RESTRICTION ON THE USE OF LAND
4. RIGHT OF CARRIAGEWAY 14.5 WIDE & VARIABLE (D)
5. EASEMENT FOR PADMOUNT SUBSTATION 4.75 WIDE (F)
6. RESTRICTION ON THE USE OF LAND (G)
7. EASEMENT FOR OVERHEAD POWER LINES 9 WIDE (K)
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
10. RESTRICTION ON THE USE OF LAND
11. RESTRICTION ON THE USE OF LAND

**INFORMATION SUPPLIED BY COUNCIL TO COMPLY WITH  
SURVEYING & SPATIAL INFORMATION REGULATIONS 2017 CLAUSE 60**

Lot	Street Number	Street Name	Street Type	Locality
98	160	SHEAFFES	ROAD	KEMBLA GRANGE
99	120	SHEAFFES	ROAD	KEMBLA GRANGE
100	N/A	PAYNES	ROAD	KEMBLA GRANGE
101	2	SADDLEBACK	CRESCENT	KEMBLA GRANGE
102	4	SADDLEBACK	CRESCENT	KEMBLA GRANGE
103	6	SADDLEBACK	CRESCENT	KEMBLA GRANGE
104	8	SADDLEBACK	CRESCENT	KEMBLA GRANGE
105	10	SADDLEBACK	CRESCENT	KEMBLA GRANGE
106	12	SADDLEBACK	CRESCENT	KEMBLA GRANGE
107	14	SADDLEBACK	CRESCENT	KEMBLA GRANGE
108	16	SADDLEBACK	CRESCENT	KEMBLA GRANGE

Continued on Sheet 3

If space is insufficient use additional annexure sheet

Surveyor's Reference: 78107.01.L01

2018M7100(787) Partial Survey

**PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 6 sheet(s)

Registered:



30.07.2018

Office Use Only

Office Use Only

**PLAN OF SUBDIVISION OF LOT 401 DP  
1110562**

# DP1230416

Subdivision Certificate number: Sc 2018/71Date of Endorsement: 9.7.18

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

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

Continued from Sheet 2

**INFORMATION SUPPLIED BY COUNCIL TO COMPLY WITH  
SURVEYING & SPATIAL INFORMATION REGULATIONS 2017 CLAUSE 60**

Lot	Street Number	Street Name	Street Type	Locality
109	18	SADDLEBACK	CRESCENT	KEMBLA GRANGE
110	20	SADDLEBACK	CRESCENT	KEMBLA GRANGE
111	22	SADDLEBACK	CRESCENT	KEMBLA GRANGE
112	24	SADDLEBACK	CRESCENT	KEMBLA GRANGE
113	26	SADDLEBACK	CRESCENT	KEMBLA GRANGE
114	28	SADDLEBACK	CRESCENT	KEMBLA GRANGE
115	30	SADDLEBACK	CRESCENT	KEMBLA GRANGE
116	32	SADDLEBACK	CRESCENT	KEMBLA GRANGE
117	29	SADDLEBACK	CRESCENT	KEMBLA GRANGE
118	27	SADDLEBACK	CRESCENT	KEMBLA GRANGE
119	25	SADDLEBACK	CRESCENT	KEMBLA GRANGE
120	23	SADDLEBACK	CRESCENT	KEMBLA GRANGE
121	21	SADDLEBACK	CRESCENT	KEMBLA GRANGE
122	19	SADDLEBACK	CRESCENT	KEMBLA GRANGE
123	17	SADDLEBACK	CRESCENT	KEMBLA GRANGE
124	15	SADDLEBACK	CRESCENT	KEMBLA GRANGE
125	13	SADDLEBACK	CRESCENT	KEMBLA GRANGE
126	11	SADDLEBACK	CRESCENT	KEMBLA GRANGE
127	9	SADDLEBACK	CRESCENT	KEMBLA GRANGE
128	7	SADDLEBACK	CRESCENT	KEMBLA GRANGE
129	5	SADDLEBACK	CRESCENT	KEMBLA GRANGE
130	3	SADDLEBACK	CRESCENT	KEMBLA GRANGE
131	1	SADDLEBACK	CRESCENT	KEMBLA GRANGE
132	2	NEESON	ROAD	KEMBLA GRANGE

Continued on Sheet 4

If space is insufficient use additional annexure sheet

Surveyor's Reference: 78107.01.L01

2018M7100(787) Partial Survey

PLAN FORM 6A (2017)

## DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 6 sheet(s)

Registered:



30.07.2018

Office Use Only

Office Use Only

**PLAN OF SUBDIVISION OF LOT 401 DP  
1110562**

# DP1230416

Subdivision Certificate number: SC 2018/71Date of Endorsement: 9.7.18

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

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

Continued from Sheet 3

**INFORMATION SUPPLIED BY COUNCIL TO COMPLY WITH  
SURVEYING & SPATIAL INFORMATION REGULATIONS 2017 CLAUSE 60**

Lot	Street Number	Street Name	Street Type	Locality
133	4	NEESON	ROAD	KEMBLA GRANGE
134	6	NEESON	ROAD	KEMBLA GRANGE
135	8	NEESON	ROAD	KEMBLA GRANGE
136	10	NEESON	ROAD	KEMBLA GRANGE
137	12	NEESON	ROAD	KEMBLA GRANGE
138	14	NEESON	ROAD	KEMBLA GRANGE
139	16	NEESON	ROAD	KEMBLA GRANGE
140	18	NEESON	ROAD	KEMBLA GRANGE
141	20	NEESON	ROAD	KEMBLA GRANGE
142	22	NEESON	ROAD	KEMBLA GRANGE
143	24	NEESON	ROAD	KEMBLA GRANGE
144	19	NEESON	ROAD	KEMBLA GRANGE
145	17	NEESON	ROAD	KEMBLA GRANGE
146	15	NEESON	ROAD	KEMBLA GRANGE
147	13	NEESON	ROAD	KEMBLA GRANGE
148	11	NEESON	ROAD	KEMBLA GRANGE
149	9	NEESON	ROAD	KEMBLA GRANGE
150	7	NEESON	ROAD	KEMBLA GRANGE
151	5	NEESON	ROAD	KEMBLA GRANGE
152	3	NEESON	ROAD	KEMBLA GRANGE
153	1	NEESON	ROAD	KEMBLA GRANGE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 78107.01.L01

2018M7100(787) Partial Survey

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 6 sheet(s)

Registered:



30.07.2018

Office Use Only

Office Use Only

**PLAN OF SUBDIVISION OF LOT 401 DP  
1110562**

# DP1230416

Subdivision Certificate number: SC 2018/71Date of Endorsement: 9.7.18

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

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

EXECUTED by **KEMBLA GRANGE ESTATE****PTY LTD ABN 67 615 841 015**in accordance with Section 127(1) of the  
Corporations Act 2001 in the presence of

*Robert G. Molino*  
Director

ROBERT G. MOLINO  
Name (BLOCK LETTERS)

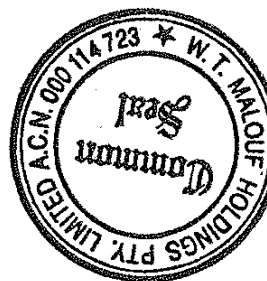
*[Signature]*

MICHAEL J. MALOUF  
Director

**MORTGAGE TO W T MALOUF HOLDINGS PTY LIMITED**

*[Signature]*  
MICHAEL J. MALOUF  
DIRECTOR


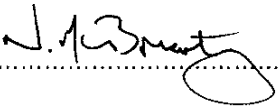

*Raelyn Malouf*  
Raelynn Malouf  
Director



If space is insufficient use additional annexure sheet

Surveyor's Reference: 78107.01.L01

2018M7100(787) Partial Survey

PLAN FORM 6A (2017) <b>DEPOSITED PLAN ADMINISTRATION SHEET</b>		Sheet 6 of 6 sheet(s)
<div style="display: flex; justify-content: space-between; align-items: center;"> <div> <b>Registered:</b>  <b>30.07.2018</b> </div> <div style="text-align: right; font-size: small;">Office Use Only</div> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <b>PLAN OF SUBDIVISION OF LOT 401 DP 1110562</b> </div> <div style="margin-top: 10px;"> Subdivision Certificate number: <u>SC 2018/71</u>  Date of Endorsement: <u>9.7.18</u> </div>	<div style="text-align: center; font-size: 2em; font-weight: bold; margin-bottom: 20px;">DP1230416</div> <div style="font-size: small;"> This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li> <li>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul> </div>	
<p>Wollongong City Council by its authorised delegate pursuant to s.377 Local Government Act 1993</p> <div style="margin-top: 20px;">  <span style="float: right;">(Signature of delegate)</span> </div> <div style="margin-top: 10px;"> <u>NATHAN MCBRIARTY</u> <span style="float: right;">(Name of delegate)</span> </div> <p style="margin-top: 20px;">I certify that I am an eligible witness and that the delegate signed in my presence</p> <div style="margin-top: 20px;">  <span style="float: right;">(Signature of Witness)</span> </div> <div style="margin-top: 10px;"> <u>MATHEW CARDEN</u> <span style="float: right;">(Name of Witness)</span> </div> <div style="margin-top: 20px;"> <u>41 Brerly Street Wollongong</u> <span style="float: right;">(Address of Witness)</span> </div>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 78107.01.L01      2018M7100(787) Partial Survey		



**Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 1 of 11 sheets)

Plan:

**DP1230416**

Plan of Subdivision of Lot 401 DP 1110562  
 covered by Subdivision Certificate No. SC 2018/71  
 dated the 9<sup>th</sup> day of July 2018

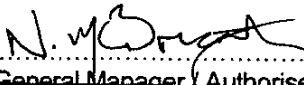
**Full name and address of  
 the owner of the land:**

Kembla Grange Estate Pty Ltd  
 ABN 67 615 841 015  
 Ground Floor, 91 Bourke Street  
 WOOLLOOMOOLOO NSW 2011

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement to Drain Water 1.5 Wide (A)	123	140-143 inclusive & Part of Lot 98 designated "M"
		132	133-139 inclusive
		133	134-139 inclusive
		134	135-139 inclusive
		135	136-139 inclusive
		136	137-139 inclusive
		137	138 & 139
		138	139
		140	141-143 inclusive & Part of Lot 98 designated "M"
		141	142, 143 & Part of Lot 98 designated "M"
		142	143 & Part of Lot 98 designated "M"
		143	Part of Lot 98 designated "M"

APPROVED BY WOLLONGONG CITY COUNCIL

  
 General Manager / Authorised Officer

78107.01.L01.88B\_VerG  
 25/05/18

**Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 2 of 11 sheets)

Plan:

**DP1230416**

Plan of Subdivision of Lot 401 DP 1110562 covered by  
 Subdivision Certificate No. *SC 2018/71*  
 dated the *9<sup>th</sup>* day of *July* 2018

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
2	Restriction on the Use of Land (E) <i>(1 WIDE) A.Q.</i>	101-116 inclusive	Wollongong City Council
3	Restriction on the Use of Land	101-149 inclusive	Wollongong City Council
4	Right of Carriageway 14.5 wide & variable (D)	Part of 98	Wollongong City Council
5	Easement for Padmount Substation 4.75 wide (F)	99	Epsilon Distribution Ministerial Holding Corporation
6	Restriction on the Use of Land (G)	Part of 99	Epsilon Distribution Ministerial Holding Corporation
7	Easement for Overhead Power Lines 9 Wide (K)	98 & 99	Epsilon Distribution Ministerial Holding Corporation
8	Restriction on the Use of Land	101-116 inclusive	Wollongong City Council
9	Restriction on the Use of Land	101-153 inclusive	Kembla Grange Estate Pty Ltd

APPROVED BY WOLLONGONG CITY COUNCIL

*N. McKinnon*  
 General Manager / Authorised Officer

**Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 3 of 11 sheets)

Plan:

**DP1230416**

Plan of Subdivision of Lot 401 DP 1110562 covered by  
Subdivision Certificate No. *SC 2018/71*  
dated the *9th* day of *July* 2018

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
10	Restriction on the Use of Land	101-106 inclusive, 110-121 inclusive, 126-137 inclusive & 149-153 inclusive	Wollongong City Council
11	Restriction on the Use of Land	101-153 inclusive	Wollongong City Council

**Part 2 (Terms)**

**1. Terms of easement, profit à prendre, restriction, or positive covenant numbered 1 in the plan.**

An Easement to Drain Water in the terms set out in Part 3 of Schedule 8 of the Conveyancing Act, 1919 (as amended).

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 1 in the plan.**

Wollongong City Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

**2. Terms of easement, profit à prendre, restriction, or positive covenant numbered 2 in the plan.**

No building, erection of Structures, excavation, filling or alteration of surface levels will be permitted on the restricted area of land marked (E) on the plan, UNLESS

- 2.1 the Structures, excavation, filling or alteration of surface levels have been designed by a qualified Civil/Structural Engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities;

APPROVED BY WOLLONGONG CITY COUNCIL .....

*N. J. Bryant*  
General Manager / Authorised Officer

**Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 4 of 11 sheets)

**Plan:**

**DP1230416**

Plan of Subdivision of Lot 401 DP 1110562 covered by  
Subdivision Certificate No. SC 2018/71  
dated the 9<sup>th</sup> day of July 2018

- 2.2 the Structures to be designed so as not to impose any additional dead load on the retaining wall and are to be self supporting;
- 2.3 the Structures are supported directly onto rock/shale strata and the Structures are supported below the foundations of the adjacent retaining wall designed and certified by a suitably qualified Structural engineer;
- 2.4 the Structure is founded below the zone of influence of the retaining wall, AND
- 2.5 No vehicles, including construction vehicles, are to enter upon the restriction site marked (E) on the plan unless such entry is certified by a suitably qualified structural engineer;
- 2.6 the Structure, excavation or filling is approved by the Wollongong City Council;
- 2.7 If the owners of the lot burdened do not comply with clauses 2.1, 2.2, 2.3, 2.4 or 2.5, the owners of the lot burdened indemnify the owners of the lot benefited against any action, proceedings, loss, damage, claim, demand, liability, cost or expense suffered or incurred in respect of any and every accident, happening, injury or damage caused, contributed or occasioned by the failure of the owner of the lot burdened to comply with the terms of this restriction on user.

**Structure** means all improvements and includes buildings, walls, retaining walls, fences, pools and plant and equipment.

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 2 in the plan.**

Wollongong City Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.


**3. Terms of easement, profit à prendre, restriction, or positive covenant numbered 3 in the plan.**

The lots burdened are filled lots and footings must be designed by a suitably qualified Civil and/or Structural Engineer.

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 3 in the plan.**

Wollongong City Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the release, variation or modification.

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General Manager / Authorised Officer

78107.01 L01.88B\_VerG  
25/05/18

**Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 5 of 11 sheets)

**Plan:**

**DP1230416**

Plan of Subdivision of Lot 401 DP 1110562 covered by  
Subdivision Certificate No. *SC 2018/71*  
dated the *9th* day of *July* 2018

**4. Terms of easement, profit à prendre, restriction, or positive covenant numbered 4 in the plan**

A Right of Carriageway in the terms set out in Part 1 of Schedule 4A of the Conveyancing Act, 1919 (as amended).

**Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 4 in the plan**

Wollongong City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

**5. Terms of easement, profit à prendre, restriction, or positive covenant numbered 5 in the plan**

The terms set out in Memorandum No AK104621 registered at *Land Registry Services* *A.R.*  
NSW are incorporated into this document, subject to changing "Endeavour Energy" to  
"Epsilon Distribution Ministerial Holding Corporation".

**Name of Person empowered to release, vary or modify restriction, positive covenant or easement numbered 5 in the plan**

Epsilon Distribution Ministerial Holding Corporation.

**6. Terms of easement, profit à prendre, restriction, or positive covenant numbered 6 in the plan.**

**6.1 Definitions**

- (a) **"120/120/120 fire rating"** and **"60/60/60 fire rating"** mean the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/ integrity failure/ insulation failure calculated in accordance with Australian Standard 1530.
- (b) **"building"** means a substantial structure with a roof and walls and includes any projections from the external walls.
- (c) **"erect"** includes construct, install, build and maintain.

APPROVED BY WOLLONGONG CITY COUNCIL

*N. McQuinn*  
General Manager / Authorised Officer

**Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 6 of 11 sheets)

**Plan:**

**DP1230416**

Plan of Subdivision of Lot 401 DP 1110562 covered by  
Subdivision Certificate No. *SC 2018/71*  
dated the *9<sup>th</sup>* day of *July* 2018

- (d) **"restriction site"** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan (G).

6.2 No building shall be erected or permitted to remain within the restriction site unless:

- (a) the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating and
- (b) the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- (c) and the owner provides the authority benefited with an engineer's certificate to this effect.

6.3 The fire ratings mentioned in clause 6.2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

**6.4 Lessee of Endeavour Energy's Distribution System**

- (a) Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
- (b) The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 6 in the plan.**

Epsilon Distribution Ministerial Holding Corporation.

APPROVED BY WOLLONGONG CITY COUNCIL

*N. McKinnon*  
General Manager / Authorised Officer

**Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 7 of 11 sheets)

**Plan:**

**DP1230416**

Plan of Subdivision of Lot 401 DP 1110562 covered by  
Subdivision Certificate No. SC 2018/71  
dated the 9<sup>th</sup> day of July 2018

- 7. Terms of easement, profit à prendre, restriction, or positive covenant numbered 7 in the plan.**

The terms set out in Memorandum No AK104602 registered at Land & Property Information NSW are incorporated into this document, subject to changing "Endeavour Energy" to "Epsilon Distribution Ministerial Holding Corporation".

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 7 in the plan.**

Epsilon Distribution Ministerial Holding Corporation.

- 8. Terms of easement, profit à prendre, restriction, or positive covenant numbered 8 in the plan.**

No fence shall be erected on each lot burdened on that lots common boundary with the adjoining Public Reserve, Lot 100, other than a slatted fence to a maximum height of 1.8 metres.

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 8 in the plan.**

Wollongong City Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

- 9. Terms of easement, profit à prendre, restriction, or positive covenant numbered 9 in the plan.**


No Building or buildings or fence shall be erected or be permitted to remain erected on each lot burdened unless it complies with the Kembla Grange Estate Design Guideline dated 30-11-2016.

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 9 in the plan.**

(a) Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the release, variation or modification.

(b) The person having the right to release, vary or modify these restrictions is Kembla Grange Estate Pty Limited for such period as it is the registered proprietor of land in the plan and thereafter the owners of the lot benefited.

APPROVED BY WOLLONGONG CITY COUNCIL

  
General Manager / Authorised Officer

**Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 8 of 11 sheets)

Plan:

**DP1230416**

Plan of Subdivision of Lot 401 DP 1110562 covered by  
Subdivision Certificate No. *SC 2018/71*  
dated the *9<sup>th</sup>* day of *July* 2018

**10. Terms of easement, profit à prendre, restriction, or positive covenant numbered 10 in the plan.**

10.1 No building may be erected on any lot burdened unless that building has been designed to meet the construction standards (and any other measures) required by:

- (a) NSW RFS Planning and Bushfire Protection;
- (b) Australian Standard: Construction of Buildings in Bushfire prone Areas (AS3959);
- (c) Travers Schedule 1 - Bushfire Protection Measures (ref: A16030\_BF001 dated 24 March 2016); and
- (d) Bushfire Protection Assessment prepared by Travers Bushfire and Ecology (ref: A16058B:JT:EB; dated 24/03/16), titled - Bushfire Protection Assessment Proposed Residential Subdivision Stage 1 Lot 401 DP 1110562, 160 Sheaffes Road, Kembla Grange.

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 10 in the plan.**

Wollongong City Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

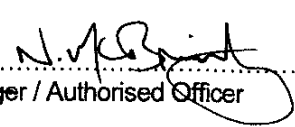
**11. Terms of easement, profit à prendre, restriction, or positive covenant numbered 11 in the plan.**

11.1 No building or structure to be erected on each lot burdened unless an on-site stormwater detention system has been constructed on Lot 99.

**Name of authority empowered to release, vary or modify restriction, positive covenant or easement numbered 10 in the plan.**

Wollongong City Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

APPROVED BY WOLLONGONG CITY COUNCIL

  
General Manager / Authorised Officer

78107.01 L01.88B\_VerG  
25/05/18



Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 9 of 11 sheets)

Plan:

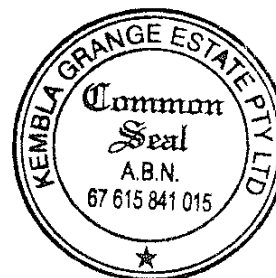
**DP1230416**

Plan of Subdivision of Lot 401 DP 1110562 covered by  
Subdivision Certificate No. SC 2018/71  
dated the 9<sup>th</sup> day of July 2018

EXECUTED by **KEMBLA GRANGE ESTATE**

**PTY LTD ABN 67 615 841 015**

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



*[Signature]*  
Director

*[Signature]*  
Director/Secretary

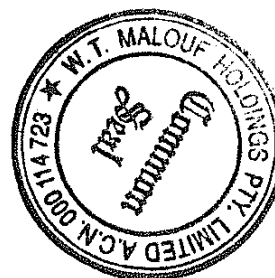
*ROBERT G. MOCARD*  
Name (BLOCK LETTERS)

*MICHAEL J. MALOUF*  
Name (BLOCK LETTERS)

**AM275983 MORTGAGE TO W T MALOUF HOLDINGS PTY LIMITED**

*[Signature]*

*Michael J. Malouf*  
DIRECTOR



*Rachyn Malouf*  
Rachyn Malouf  
Director

APPROVED BY WOLLONGONG CITY COUNCIL

*N. McBratney*  
General Manager / Authorised Officer

Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 10 of 11 sheets)

Plan:

**DP1230416**

Plan of Subdivision of Lot 401 DP 1110562 covered by  
Subdivision Certificate No. *SC 2018/71*  
dated the *9<sup>th</sup>* day of *July* 2018

I certify that the attorney signed this instrument in my presence.

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for **Endeavour Energy Network Asset Partnership (ABN 30 586 412 717)** on behalf of **Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)** pursuant to section 36 of the *Electricity Network Assets (Authorised Transactions) Act 2015* (NSW)

Signature of witness:



Name of witness:

NATASHA ISSAC

Address of witness:  
c/- Endeavour Energy  
51 Huntingwood Drive  
Huntingwood NSW 2148

Signature of attorney:



Name and position of attorney:

Helen Smith  
Manager Property & Fleet

Power of attorney:

Book ~~4727~~ No ~~524~~  
*34 883*

Signing on behalf of:

Endeavour Energy Network Asset  
Partnership ABN 30 586 412 717

Endeavour Energy reference:

URS17237

Date of signature:

4 June 2018

APPROVED BY WOLLONGONG CITY COUNCIL .....

General Manager / Authorised Officer

**Instrument setting out Terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 11 of 11 sheets)

Plan:

**DP1230416**

Plan of Subdivision of Lot 401 DP 1110562 covered by  
Subdivision Certificate No. SC 2018/71  
dated the 9th day of July 2018

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

N. McBriarty (Signature of delegate)

NATHAN MCBRIARTY (Name of delegate)

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

llllllllll (Signature of Witness)

MATHEW CARDEN (Name of Witness)

41 Brelli Street Wollongong (Address of Witness)

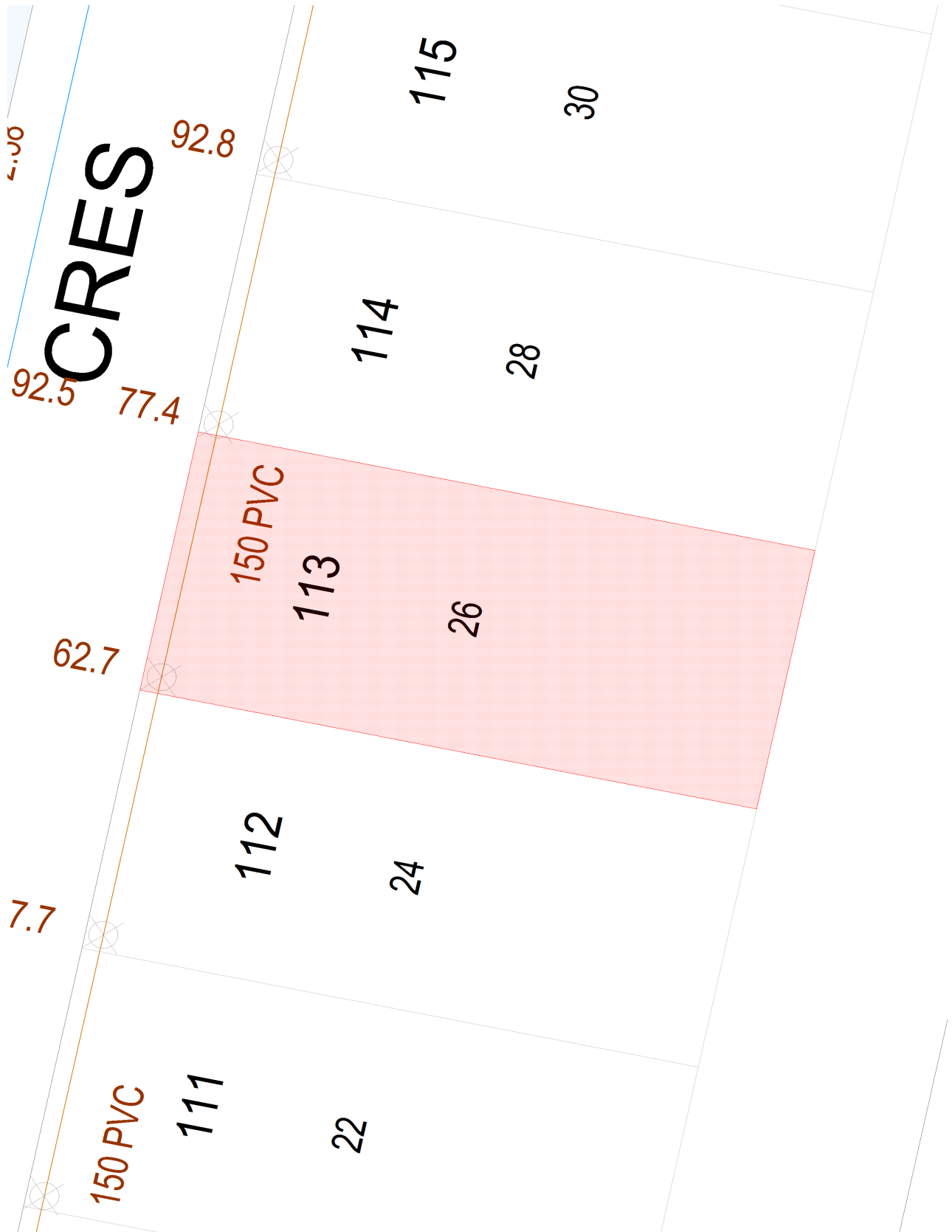
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General Manager / Authorised Officer



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25/05/18

# Service Location Print

Application Number: 8001510902



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## Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

# Asset Information

## Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
		Private Mains	
		Potable Water Main	
		Recycled Water Main	
		Sewer Main	
		Symbols for Private Mains shown grey	

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## Pipe Types

<b>ABS</b>	Acrylonitrile Butadiene Styrene	<b>AC</b>	Asbestos Cement
<b>BRICK</b>	Brick	<b>CI</b>	Cast Iron
<b>CICL</b>	Cast Iron Cement Lined	<b>CONC</b>	Concrete
<b>COPPER</b>	Copper	<b>DI</b>	Ductile Iron
<b>DICL</b>	Ductile Iron Cement (mortar) Lined	<b>DIPL</b>	Ductile Iron Polymeric Lined
<b>EW</b>	Earthenware	<b>FIBG</b>	Fibreglass
<b>FL BAR</b>	Forged Locking Bar	<b>GI</b>	Galvanised Iron
<b>GRP</b>	Glass Reinforced Plastics	<b>HDPE</b>	High Density Polyethylene
<b>MS</b>	Mild Steel	<b>MSCL</b>	Mild Steel Cement Lined
<b>PE</b>	Polyethylene	<b>PC</b>	Polymer Concrete
<b>PP</b>	Polypropylene	<b>PVC</b>	Polyvinylchloride
<b>PVC - M</b>	Polyvinylchloride, Modified	<b>PVC - O</b>	Polyvinylchloride, Oriented
<b>PVC - U</b>	Polyvinylchloride, Unplasticised	<b>RC</b>	Reinforced Concrete
<b>RC-PL</b>	Reinforced Concrete Plastics Lined	<b>S</b>	Steel
<b>SCL</b>	Steel Cement (mortar) Lined	<b>SCL IBL</b>	Steel Cement Lined Internal Bitumen Lined
<b>SGW</b>	Salt Glazed Ware	<b>SPL</b>	Steel Polymeric Lined
<b>SS</b>	Stainless Steel	<b>STONE</b>	Stone
<b>VC</b>	Vitrified Clay	<b>WI</b>	Wrought Iron
<b>WS</b>	Woodstave		

## Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

**For general enquiries please call the Customer Contact Centre on 132 092**

**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

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# Sewer Service Diagram

Application Number: 8001510901

SEWERAGE SERVICE DIAGRAM			
MUNICIPALITY OF WOLLONGONG CITY		SUBURB OF <u>KEMBLA GRANGE</u>	
LOT NO <u>115</u>	HOUSE NO <u>26</u>	STREET <u>SADDOLEBACK CRESCENT</u>	SSD NO. _____
SCALE <u>1:200</u>			
SYMBOLS AND ABBREVIATIONS			
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <p><b>INDICATES - DRAINAGE FITTINGS</b></p> <ul style="list-style-type: none"> <li> MANHOLE</li> <li> CHAMBER</li> <li> LAMP HOLE</li> <li> BOUNDARY TRAP</li> <li> INSPECTION SHAFT</li> <li> PIT</li> <li> GREASE INTERCEPTOR</li> <li> DRYWATER TREATMENT SYSTEM</li> <li> TERMINAL MANHOLE SHAFT</li> <li> MAINTENANCE SHAFT</li> </ul> </div> <div style="width: 30%;"> <p><b>INDICATES - PLUMBING FIXTURES &amp; OR FITTINGS</b></p> <ul style="list-style-type: none"> <li> CLEAN OUT</li> <li> VENT PIPE</li> <li> TROUGH LAUNDRY</li> <li> SINK KITCHEN</li> <li> WATER CLOSET</li> <li> BATH WASTE</li> <li> DASH</li> <li> AIR ADMITTANCE VALVE</li> <li> SOIL VENT PIPE</li> </ul> </div> <div style="width: 30%;"> <p><b>INDICATES - PLUMBING FIXTURES &amp; OR FITTINGS</b></p> <ul style="list-style-type: none"> <li> BIDET</li> <li> SHOWER</li> <li> DISHWASHING MACHINE</li> <li> FLOOR WASTE GULLY</li> <li> CLOTHES-WASHING MACHINE</li> <li> SINK BATH</li> <li> SINK LABORATORY</li> <li> LP PRODUCER</li> <li> WASTE STACK</li> </ul> </div> <div style="width: 30%;"> <p><b>INDICATES - PLUMBING FITTINGS</b></p> <ul style="list-style-type: none"> <li> MANHOLE</li> <li> PUMP UNIT</li> <li> BOUNDARY VALVE</li> <li> BOUNDARY VALVE WITH PRV</li> <li> ALARM CONTROL PANEL</li> <li> LP STOP VALVE</li> <li> LP AIR VALVE</li> <li> HSV FLOW MONITOR</li> <li> VACUUM CHAMBER</li> <li> FLUSHING POINT</li> </ul> </div> </div>			
LICENCE NO <u>174936</u> PERMIT / COC NO <u>E143614</u> SIGNATURE <u>[Signature]</u>		LICENCE NO _____ PERMIT / COC NO _____ SIGNATURE _____ DATE _____	
<div style="display: flex; align-items: center; justify-content: center; height: 200px;"> </div> <p style="margin-top: 10px;">SADDOLEBACK CRESCENT</p>			

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## Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.