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Contract for the sale and purchase of land 2017 edition

TERM	MEANING OF TERM	eCOS ID: 43827614	NSW Duty:
vendor's agent	First National Real Estate David Haggarty 454 High Street MAITLAND NSW 2320		Phone: 4933 5544 Fax: 4933 1706 Ref:
co-agent			
vendor			
vendor's solicitor	RM Legal & Conveyancing 19 Clarkstone Ave CAMERON PARK NSW 2285		Phone: 0411 460 873 Fax: 4913 5332 Ref: AR:JA:18/0894
date for completion	Refer to special conditions (clause 15)		Email: amanda@rmllegalandconveyancing.com.au
land	29 RAYMOND TERRACE RD EAST MAITLAND NSW 2323		
(Address, plan details and title reference)	LOT 1 in an unregistered plan of subdivision of Lot 13 in Section 46 IN DEPOSITED PLAN 758374		
improvements	<input type="checkbox"/> Vacant Possession <input type="checkbox"/> Subject to existing tenancies <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 checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

buyer's agent

vendor

witness

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

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness



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.

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—SWIMMING POOLS

An owner of a property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

Australian Taxation Office	NSW Fair Trading
Council	NSW Public Works
County Council	Office of Environment and Heritage
Department of Planning and Environment	Owner of adjoining land
Department of Primary Industries	Privacy
East Australian Pipeline Limited	Roads and Maritime Services
Electricity and gas authority	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications authority
Local Land Services	Transport for NSW
NSW Department of Education	Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a party;
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other party;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a party, the party's <i>solicitor</i> or licensed conveyancer named in this contract or in a notice served by the party;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each party tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the party who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the parties equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- The purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion – the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the GST rate.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 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, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:

- deposit paid;
- *remittance amount* payable; and
- amount payable by the vendor to the purchaser under this contract; and

16.7.2 any other amount payable by the purchaser under this contract.

- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra cheque.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 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 fax to the *party's solicitor*, unless 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 and 2) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract;
 - or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- **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, in 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) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 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 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within that time* and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* within 7 days after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* within 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* within 7 days after either *party* serves notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*; and
- 30.1.2 the purchaser serves a notice that it is an *electronic transaction* within 14 days of the contract date.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* serves a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2, 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;
- associated with the agreement under clause 30.1; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *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*;
- 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 receipt of the purchaser's notice under clause 30.1.2; and
 - before the receipt of a notice given under clause 30.2;
- 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 receipt of the notice under clause 30.1.2 –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with title data, the date for completion and, if applicable, mortgagee details; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –

- 30.6.1 *populate the Electronic Workspace with title data;*
 30.6.2 *create and populate an electronic transfer;*
 30.6.3 *populate the Electronic Workspace with the date for completion and a nominated completion time; and*
 30.6.4 *invite the vendor and any incoming mortgagee to join the Electronic Workspace.*
- 30.7 *Normally, within 7 days of receiving an invitation from the vendor to join the Electronic Workspace, the purchaser must –*
 30.7.1 *join the Electronic Workspace;*
 30.7.2 *create and populate an electronic transfer;*
 30.7.3 *invite any incoming mortgagee to join the Electronic Workspace; and*
 30.7.4 *populate the Electronic Workspace with a nominated completion time.*
- 30.8 *If the purchaser has created the Electronic Workspace the vendor must within 7 days of being invited to the Electronic Workspace –*
 30.8.1 *join the Electronic Workspace;*
 30.8.2 *populate the Electronic Workspace with mortgagee details, if applicable; and*
 30.8.3 *invite any discharging mortgagee to join the Electronic Workspace.*
- 30.9 *To complete the financial settlement schedule in the Electronic Workspace –*
 30.9.1 *the purchaser must provide the vendor with adjustment figures at least 2 business days before the date for completion; and*
 30.9.2 *the vendor must populate the Electronic Workspace with payment details at least 1 business day before the date for completion.*
- 30.10 *At least 1 business day before the date for completion, the parties must ensure that –*
 30.10.1 *all electronic documents which a party must Digitally Sign to complete the electronic transaction are populated and Digitally Signed;*
 30.10.2 *all certifications required by the ECNL are properly given; and*
 30.10.3 *they do everything else in the Electronic Workspace which that party must do to enable the electronic transaction to proceed to completion.*
- 30.11 *If completion takes place in the Electronic Workspace –*
 30.11.1 *payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single settlement cheque;*
 30.11.2 *the completion address in clause 16.11 is the Electronic Workspace; and*
 30.11.3 *clauses 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.*
- 30.12 *If the computer systems of any of the Land Registry, the ELNO or the Reserve Bank of Australia are inoperative for any reason at the completion time agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.*
- 30.13 *If the Electronic Workspace allows the parties to choose whether financial settlement is to occur despite the computer systems of the Land Registry being inoperative for any reason at the completion time agreed by the parties –*
 30.13.1 *normally, the parties must choose that financial settlement not occur; however*
 30.13.2 *if both parties choose that financial settlement is to occur despite such failure and financial settlement occurs –*
 - *all electronic documents Digitally Signed by the vendor, the certificate of title and any discharge of mortgage, withdrawal of caveat or other electronic document forming part of the 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*
 - *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> | <i>details of the adjustments to be made to the price under clause 14;</i> |
| <i>certificate of title</i> | <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> |
| <i>completion time</i> | <i>the time of day on the date for completion when the electronic transaction is to be settled;</i> |

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

SPECIAL CONDITIONS

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

BETWEEN Shane Keating and Emma Susanne Keating
of 354 Williamstown Road, Port Melbourne, Victoria (**Vendor**)

AND

(**Purchaser**)

32 Amendments to Printed Form

32.1 The printed provisions of the 2017 Edition Contract for Sale of Land are amended as follows.

- (a) Clause 1 definition of "deposit-bond" is amended by including at the end the words "and otherwise issued or underwritten by a bank or other AAA rated institution)"
- (b) Clause 2.9 insert at the end of this clause "if this contract is completed, and otherwise to the party entitled to the deposit";
- (c) clause 3 delete the clause;
- (d) clause 4.1 delete the clause and replace with:

'The Purchaser must serve the form of the transfer within 7 days after the date on which the Vendor serves notice of the registration of the Strata Documents'.
- (e) Clause 5.2 is deleted entirely;
- (f) clause 7.1.1 delete and replace with 'no matter for what amount a claim is made';
- (g) clause 7.1.3 delete and replace with:

'The Purchaser does not serve notice waiving the claims within 7 days after that service';
- (h) clause 7.2.2 delete 'clause 2.9' and replace with 'clause 37';
- (i) clause 7.2.5 delete the clause;
- (j) Clause 8 delete the words "on reasonable grounds" in the first line of clause 8.1.1 and delete the words "and those grounds" in the first line of clause 8.1.2;

- (k) clause 10.1 delete line 1 and replace with:
"The Purchaser cannot take any Action in respect of-
- (l) Clause 14.4.2 delete and replace with "by adjusting the amount actually payable by the vendor";
- (m) clause 16.5 delete "plus another 20% of that fee";
- (n) Clause 16.8 add the words "which is a bank cheque" to the end of the clause;
- (o) Clause 20.6.8 add the following clause;

"20.6.8
For the purpose of clause 20.6.5, a document is taken to have been received when the transmission has been completed unless:
- *the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the document is taken not to have been served; or the time of dispatch is later than 5pm on a business day in the place to which the document is sent, in which case it is taken to have been served at 9am on the next business day at that place.';*
- (p) Clause 21.4 in the second line delete the words "the month" and in lieu insert "that month";
- (q) Clause 24 Is deleted entirely;
- (r) Clause 25.1.1 Delete the word "limited";
- (s) Clauses 28 & 29 are deleted entirely.

33 Dictionary and Interpretation

33.1 The following terms where appearing in this Contract have the following meanings unless the contrary intention appears:

Accredited Certifier means a certifier appointed pursuant to Part 4A of the *Environmental Planning & Assessment Act 1979*.

Action means making any objection, requisition or claim for compensation, exercising any right to rescind or terminate this Contract or seeking to delay Completion.

Builders means the builder or builders appointed by the Vendor from time to time to construct the Development.

Building means the building and improvements erected (or proposed to be erected) on the Development Site and containing the Property.

Business Day means a day on which banks are open for business in Newcastle, New South Wales but excluding Saturdays, Sundays and public holidays.

By-Laws means the by-laws to be registered with the Strata Plan a draft of which (subject to clause 47) is contained in Annexure A.

Commencement Date means 30 December 2018.

Common Property means the common property in the Strata Scheme.

Completion means completion of the sale and purchase of the Property and payment of the balance of the price and any other amount payable by the Purchaser to the Vendor in accordance with the terms of this Contract and '**Complete**' has a corresponding meaning.

Contract means the standard Contract for the Sale and Purchase of Land 2017 Edition together with these special conditions and all annexures, schedules and attachments.

Consents means any necessary consent as determined by the Vendor in its absolute discretion from any Government Agency or Council or other relevant authority.

Council means Maitland City Council.

Development means the development of the Building on the Development Site.

Development Act means the *Strata Schemes Development Act 2015* (NSW).

Development Activities means:

- (a) any form of demolition work, building work or work ancillary to or associated with demolition work or building work on the Development Site including, without limitation the installation of services and construction of roads, facilities and improvements;

- (b) any form of landscaping work or work ancillary to or associated with landscaping work on the Development Site;
- (c) any form of work other than the forms of work referred to in paragraphs (a) and (b) of this definition, which is considered necessary or desirable by the Vendor, including without limitation the right to construct and permit third parties to construct Improvements on Lots;
- (d) the use of any part of the Development Site in connection with the forms of work referred to in paragraphs (a) to (c) of this definition;
- (e) the subdivision or consolidation of land forming part of the Development Site and further subdivision of land on the Development Site; and
- (f) the creation and construction of all easements, services and rights of way, and covenants in or over the Development Site.

Development Site means the 'Development Lot' contained in the Draft Subdivision Plan in Lot 13 Section 46 DP758374.

Executive means the executive of the Owners' Corporation as constituted or elected from time to time under the Management Act.

Expert means a person nominated by the President for the time being of the Royal Australian Institute of Architects NSW Chapter at the request of either the Vendor or the Purchaser.

Extended Registration Date means 6 months after the Registration Date.

Floor Plans means the floor plans for the Property, a draft copy of which is attached as Annexure B.

Government Agency means any government, semi or local government, statutory, public or other authority having jurisdiction over the Property.

Improvements means any building works, the installation of services or landscaping undertaken on the Property, including but not limited to the construction of a serviced apartment.

Lots means a lot in the Strata Plan.

LPI means Land and Property Information.

Management Act means the *Strata Schemes Management Act 2015* (NSW).

Manager means the manager appointed by the Vendor and notified to the Purchaser before Completion.

Managing Agent means the managing agent as notified by the Vendor prior to registration of the Strata Documents.

Normal Expenses means normal operating expenses usually payable from the administrative fund of an Owners' Corporation constituted on registration of the Strata Plan.

Owners' Corporation means the Owners' Corporation constituted on registration of the Strata Plan.

Practical Completion means the completion of the Property to a stage where, except for minor omissions, defects or Special Faults, the Property can be occupied and used for its intended purpose as a residential apartment.

Project Manager means the person appointed by the Vendor to supervise the Builder and ensure completion of the Development.

Property means the lot or lots to be purchased as shown on page 1 of this Contract.

Registration Date means 30 June 2020.

Schedule of Finishes means the schedule of finishes set out in Annexure D.

Service Providers includes the Council, Hunter Water Corporation, any Governmental Agency or public authority and any company in the business of supplying services to the public.

Special Fault means a fault(s) or defect(s) in the Property which;

- (a) is structural; or
- (b) because of its nature, requires urgent attention; or
- (c) may cause danger to persons in the Property; or
- (d) makes the Property uninhabitable;

Standard Requisitions means the requisitions attached to this Contract as Annexure E.

Strata Documents means the Strata Plan, the By-Laws, and any necessary Section 88B Instrument.

Strata Plan means the strata plan to be registered pursuant to clause 46, a draft of which is attached to this Contract in Annexure F.

Strata Scheme means the strata scheme constituted on registration of the Strata Plan. **Strata Titles Legislation** means the Management Act and the Development Act, collectively. **Substitute Document** means a document served in accordance with clause 47.

Vendor's Agent means the agent shown on the front page of the Contract.

33.2 In this contract, unless the contrary intention appears:

- (a) a reference to this contract or another instrument includes any variation or replacement of any of them;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) words implying a gender imply any gender;

- (e) words implying a natural person imply a firm, a body corporate, an unincorporated association or an authority;
 - (f) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns;
 - (g) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and severally;
 - (h) an agreement, representation or warranty on the part of 2 or more persons binds them jointly and severally;
 - (i) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
 - (j) a reference to a day is a reference to a period of time commencing *at* midnight and ending 24 hours later;
 - (k) a reference to time is a reference to Sydney time; and
 - (l) a reference to anything (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually.
- 33.3 Where there is any inconsistency between the printed contract and these special conditions, these special conditions prevail.
- 33.4 Headings are inserted for convenience and do not affect the interpretation of this contract.

34 Vendor's Disclosures

34.1 General

The Vendor discloses that:

- (a) it proposes to develop the Development Site in accordance with relevant Consents and the requirements of Government Agencies, as a residential development comprising 4 residential premises and car parking and common areas as set out in this Contract and the Strata Documents; however, the development proposal may not be final and may be changed; and

the Vendor may procure:

- (i) the appointment by the Owner's Corporation of the Managing Agent for the Strata Scheme on or after registration of the Strata Documents;
- (ii) the Owners' Corporation to enter into caretaking and management agreements;
- (iii) the Owners' Corporation to grant such consents to the Vendor in its absolute discretion as it may require to enable the Vendor to effect the Development and the Development Activities on the Development Site; and
- (iv) the production of the certificate of title for the Common Property at the LPI from time to time to enable registration of plans of subdivision, plans of consolidation or to record registration of an instrument or other dealing.

34.2 Development Activities

The Vendor discloses that:

- (a) it proposes to register the Strata Plan of subdivision creating 5 strata lots including the Property, car parking and Common Property;
- (b) the number and position of the Strata Lots forming the Strata Scheme may change from that shown on the Strata Plan;
- (c) it proposes to develop the Strata Scheme as provided for in the By-laws;
- (d) it is the intention of the Vendor and a reasonable requirement of the Vendor or any successor in title to use Common Property in the manner provided in the By-Laws and to exercise the rights conferred under the By-Laws;
- (e) it is the intention of the Vendor and a reasonable requirement of the Vendor and any successor in title to exercise the rights conferred under the By-laws;
- (f) where the Vendor, a Government Agency or Service Provider reasonably determines an amendment of the By-laws or the creation of any easement, restriction, covenant or other rights are desirable or necessary, the Vendor may, before registration of Strata Documents amend the By-laws or after registration the Vendor may procure the Owners' Corporation to vary the By-laws, the schedule of unit entitlements, the Strata Plan or to create the relevant easement, restriction, covenant or right;
- (g) the unit entitlements for the Lots as shown in the Strata Documents may change;
- (h) the terms of the Strata Documents may not be been finalised and may change;
- (i) the Vendor may change the lot number for the Property or other lot in the Strata Plan prior to registration of the Strata Documents;
- (j) the Vendor may increase or reduce the number of lots within the Strata Plan or within the Strata Scheme; and
- (k) the Vendor may determine that the creation of exclusive use rights over the Common Property in favour of one or more lot owners is necessary or desirable and may procure the Owners' Corporation to give such consents as are necessary for this purpose.

34.3 Easements and Services

- (a) The Vendor discloses at the date of this Contract:
 - (i) arrangements with Service Providers for the provision of services to the Development may not be concluded;
 - (ii) the Vendor may be required by Service Providers to enter into arrangements with them including but not limited to security bonds, guarantees or other arrangements; and
 - (iii) the Vendor may be required to procure the Owners' Corporation to enter into arrangements with Service Providers to create easements over the Common Property and Lots within the Strata Scheme.
- (b) The Purchaser is aware at the date of this Contract all:

- (i) the easements, restrictions on use and positive covenants;
- (ii) dedication of land, the leases, agreements and arrangements;
- (iii) the rights and privileges;

(for the purpose of this clause collectively called 'Affectations') which the Vendor or the Owners' Corporation may create, enter into, make or grant may not have been created, entered into, made or granted.

- (c) Subject to clause (d), the Purchaser may not take any Action because of any Affectation granted.
- (d) If any Affectation detrimentally and substantially affects the Property to an extent which is other than minor, the Purchaser may rescind by written notice to the Vendor within 14 days, time of the essence, after the Vendor serves notice of the creation of the Affectation which gave the Purchaser the right to rescind.

34.4 Purchaser may not take Action

Despite any other provision in the Contract, the Purchaser may not take any Action because of any matter referred to or disclosed in clause 34 or any document attached or annexed to this Contract.

35 Representations, Warranties and Acknowledgements by Purchaser

35.1 The Purchaser acknowledges:

- (a) at the date of this Contract not all Development Activities will have been completed;
- (b) the Development may vary from the Development proposed as at the date of this Contract;
- (c) the Vendor may in its absolute discretion elect not to complete the Development or any part of it, other than as required by this Contract;
- (d) the Vendor may in its absolute discretion elect to vary or increase the number of Strata Lots, subject to obtaining all necessary Consents;
- (e) the number and configuration of the lots in the Strata Scheme may change from that shown in the Strata Plan attached to this Contract; and
- (f) the Vendor may change the number, size, location or unit entitlement of any property or any car space in the Development, subject to clause 43; and
- (g) the Vendor may change the numbering of the Property, the lot or any car space.

35.2 The Purchaser represents and warrants that the Purchaser will not make any submission, objection, claim, commence proceedings in relation to any development application by the

Vendor for the Development or any matter disclosed in clause 35.1, or do anything or omit to do anything which may obstruct, delay or prevent the Vendor completing the Development, the Development Activities or undertaking selling and leasing activities in the Development.

35.3 The Purchaser represents and warrants:

- (a) the Purchaser was not induced to enter into this Contract by and did not rely on any representations or warranties made or conduct engaged in by the Vendor, the Vendor's Agent or persons on behalf of the Vendor about the subject matter of this Contract (including without limitation, representations or warranties about the construction, nature or the fitness or suitability for any particular purpose or otherwise of the Property or the Development or about any financial return or income to be derived from the Property or the Development) except those representations and warranties set out in this Contract (including, without limitation, those in clause 35);
- (b) has relied entirely on its own enquiries relating to and inspection of the Property and the Building;
- (c) was not induced to enter into this Contract by any warranty or representation;
- (d) the Purchaser has obtained appropriate independent advice and is satisfied about:
 - (i) the Purchaser's obligations and rights under this Contract, the By-Laws;
 - (ii) the nature of the Property and the Development and the purposes for which the Property or the Development may be lawfully used;
 - (iii) the Purchaser's entitlement (if any) to claim income tax deductions under the *Income Tax Assessment Act 1936* for depreciation of any plant or equipment in the Property or in connection with the cost of construction of the Building of which the Property forms part; and
 - (iv) the Purchaser's entitlement (if any) to claim an input tax credit pursuant to the GST Act.
- (e) the Purchaser was not introduced to the Vendor or the Property directly or indirectly through or by any real estate agent other than a real estate agent referred to in item 1 on page 1; and
- (f) has, where applicable obtained the approval of all relevant governmental or semi-governmental instrumentalities (including the Foreign Investment Review Board) to enable the Purchaser to complete this Contract.

35.4 The Purchaser acknowledges the Vendor has entered into this Contract on the basis the representations and warranties contained in clauses 35.1, 35.2 and 35.3 are true and not misleading.

35.5 The Purchaser indemnifies the Vendor against any liability or loss arising from and any costs, charges and expenses incurred in connection with:

- (a) any breach of the Purchaser's representations, warranties or acknowledgments in clauses 35.1, 35.2 and 35.3; and
- (b) all actions, proceedings and expenses arising out of any such breach including, without limitation, legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is the higher.

35.6 The Purchaser warrants that:

- (a) it has been given the opportunity to obtain independent legal and financial advice in relation to the terms of this Contract, the By-Laws; and
- (b) it has voluntarily entered into this Contract.

35.7 The Purchaser further acknowledges and agrees that the Vendor has relied on the Purchaser's warranties and acknowledgements set out in this clause 35 and in clause 34 in entering into this Contract with the Purchaser.

36 Investment of Deposit

36.1 The parties direct the deposit holder:

- (a) to invest the deposit with a bank in Australia nominated by the Vendor in an interest bearing account payable at call with interest to be reinvested;
- (b) when requested by the Vendor, to withdraw the deposit and interest earned on the deposit and reinvest the sum withdrawn with another bank nominated by the Vendor;
- (c) if requested by the Vendor, to withdraw the deposit and interest earned on the deposit to be held in anticipation of Completion;
- (d) to withdraw the deposit and interest earned on the deposit on Completion, rescission or termination of this Contract (whichever occurs first); and
- (e) to pay the interest earned on the deposit:
 - (i) if this Contract is Completed or rescinded, to the parties in equal shares; or
 - (ii) if this Contract is terminated due to the default of a party, to the non-defaulting party.

36.2 **All** proper government taxes and financial charges and other charges are to be deducted from the interest earned on the deposit before payment is made under this clause 36.

36.3 The Purchaser acknowledges:

- (a) no interest is earned while the deposit or any part of it is held in the depositholder's trust account or in the Vendor's solicitor's trust account;
- (b) it may not take any Action in relation to the bank or return on the invested deposit provided the deposit is invested in accordance with clause 38.1(a); and
- (c) it may not receive any interest or its full share earned on the deposit if it fails to provide its tax file number to the depositholder by the date of this Contract.

37 Bank Guarantee

- 37.1 Provided the Purchaser first obtains the express written consent from the Vendor to do so, the deposit may be paid by a Bank Guarantee, (for the purposes of this clause called '**Bond**'), with an expiry date not less than 4 weeks after the Registration Date. The Bond must be on terms acceptable to the Vendor's financier (those terms being at the sole discretion of the Vendor and/or their financier).
- 37.2 The Bond is to be provided to the Vendor either:
- (a) on the date of this contract; or
 - (b) within 14 days of the date of this Contract provided the Purchaser pays an initial deposit of \$5,000.00 to the Deposit Holder on the date of this contract. The Vendor must refund the initial deposit to the Purchaser if a Bond is provided by the Purchaser in accordance with this clause 37.
- 37.3 Where settlement has not occurred 2 months prior to the Registration Date, the Purchaser must renew the Bond to show a currency to the Extended Registration Date and provide it to the Vendor not less than one (1) month before the Registration Date.
- 37.4 The delivery to the Vendor's solicitor of a Bond which binds the issuer of the Bond to the Vendor must, subject to clause 37.1 (a) and (b), be deemed for the purposes of this Contract delivery on account of the deposit to the person or persons nominated in this Contract to receive the deposit, and the following provisions apply:
- (a) on Completion of this Contract or such other time as may be provided for, the Purchaser must pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed bank cheque; or
 - (b) if the Vendor gives the Purchaser a notice in writing claiming to forfeit the deposit under this Contract the Purchaser must pay the Vendor the amount of the deposit stipulated in the Bond within 2 business days of receiving that notice.
- 37.5 If the Purchaser does not comply with clause 37.4(a) or (b):
- (a) the Purchaser is immediately without notice, in breach of an essential obligation of this Contract; and
 - (b) the Vendor may demand payment of the amount stipulated in the Bond from the issuer of the Bond
- 37.6 The Purchaser agrees that the time provisions contained in this clause 37 are essential conditions of this Contract.

38 Guarantees

- 38.1 The provisions of this clause 38 apply if the Purchaser is a corporation other than a public company listed on an Australian stock exchange.
- 38.2 The Purchaser must ensure two natural persons who are:
- (a) over the age of eighteen (18) years; and

(b) directors and/ or substantial shareholders of the Purchaser, or where the Purchaser has a sole director, that sole director, execute and deliver to the Vendor's solicitors a Guarantee in a form acceptable to the Vendor, on or before the date of this Contract.

39 Lodgement by Purchaser of Caveat Subject to Registration

- 39.1 The Purchaser must not lodge any caveat for recording on the folio of the Register for the lot or lots to be subdivided by the Strata Plan notifying its interest under this Contract.
- 39.2 The Purchaser may lodge a caveat to be recorded on the folio of the Register for the Property after the issue of the folio of the Register for the Property following the registration of the Strata Plan.

40 Commencement Date

- 40.1 Despite any other clause to the contrary, the Vendor may at any time prior to the Commencement Date notify the Purchaser the Development cannot proceed and rescind this Contract and printed condition 19 will apply.
- 40.2 The Purchaser acknowledges this clause 40 is for the benefit of the Vendor and the rights given by it can be waived by the Vendor at any time prior to the Commencement Date.

41 Construction

- 41.1 Without prejudice to any other express or implied condition of this Contract, before Completion the Vendor will use its reasonable endeavours to cause the Development to be constructed in a proper and workmanlike manner and substantially in accordance with the plans and specifications approved by Council and/or any Government Agency.
- 41.2 The Purchaser may not take any Action if there is any difference between the Property as shown in the Strata Plans and the Property as actually constructed, including, without limitation, a difference in the lay-out of the interior of the Property, unless any difference detrimentally and substantially affects the Property to an extent which is other than minor ('Difference').
- 41.3 If a Difference detrimentally and substantially affects the Property to an extent which is other than minor, the Purchaser's only right is to rescind this Contract by written notice to the Vendor within seven (7) days of the date on which the Purchaser is notified of registration of the Strata Documents, time of the essence. If the Purchaser does not rescind within that time then the right of rescission lapses immediately.
- 41.4 Without limiting clause 41.2, if the area of the Property as shown on the Strata Plan as registered is more than 5% less than the area of the lot as shown on the draft Strata Plan, the Property is deemed to be detrimentally and substantially affected to an extent which is other than minor.
- 41.5 Subject to clauses 41.2, 41.3 and 41.4 the Vendor must do everything reasonably necessary to ensure the Property as shown on the Strata Plan is constructed in a proper and workmanlike manner substantially in accordance with the Strata Plan and the Floor Plan to a stage of Practical Completion on or before Completion.
- 41.6 Subject to clauses 41.2 and 41.3 the Purchaser may not take any Action because:

- (a) there are minor variations between the buildings and other structures shown on the Strata Plan and the Floor Plan for the Property being purchased and the buildings and other structures constructed on the Development Site, if those variations are:
 - (i) required by a Government Agency;
 - (ii) required as part of a consent condition issued by Council or by a Government Agency;
 - (iii) required by good building practice;
 - (iv) made because a building material is not available; or
 - (v) required by the Government Agency or Accredited Certifier which approved the Strata Plan; or
- (b) of any change between the buildings or other structures shown on the Strata Plan and Floor Plans and the buildings and other structures constructed on the Development Site which do not materially and adversely affect the value of the Property.

42 Finishes and Vendors Obligations to repair

42.1 Subject to clause 42.2, before Completion the Vendor must:

- (a) cause the Property to be finished substantially as specified in the Schedule of Finishes; and
- (b) cause to be installed in the Property the items substantially as specified in the Schedule of Finishes.

42.2 The Purchaser has selected the Schedule of Finishes and the colour scheme for the Property as provided by the Vendor and the Purchaser and may not change those selections.

42.3 The Vendor reserves the right without being required to give any notice to the Purchaser, to change:

- (a) any finish specified in the Schedule of Finishes to another finish of equivalent or higher quality; and
- (b) any item to be installed in the Property or the Common Property specified in the Schedule of Finishes to another item of equivalent or higher quality.

42.4 If there is any disagreement in connection with a finish or any Inclusion in the Property or whether a variation is major or minor:

- (a) the Purchaser may not take any Action; and
- (b) if the parties are unable to resolve the dispute, either the Vendor or the Purchaser must within 14 days after Completion refer the disagreement to an Expert for determination.

43 Defects and Special Faults

- 43.1 Before Completion the Purchaser may not serve notice on the Vendor of any defects or faults in the Property other than Special Faults.
- 43.2 The Purchaser must serve notice of any Special Fault on the Vendor immediately after the Purchaser becomes aware of that defect or fault. Before Completion the Vendor must repair in a proper and workmanlike manner, at the Vendor's expense, any Special Fault of which notice has been served by the Purchaser before Completion.
- 43.3 The Vendor must repair in a proper and workmanlike manner, at the Vendor's expense, within a reasonable time after the applicable notice has been served by the Purchaser, any defects or faults in the Property due to faulty materials or workmanship (including Special Faults but excluding normal maintenance, wear and tear and minor shrinkage and minor settlement cracks) which are notified in writing to the Vendor within 6 months of Completion. The Purchaser may not serve notice of defects or faults, other than Special Faults, on more than 2 occasions.
- 43.4 The Vendor must repair in a proper and workmanlike manner, at the Vendor's expense, within a reasonable time after the applicable written notice has been served on the Vendor any defects or faults in the Common Property due to faulty materials or workmanship (excluding minor shrinkage and minor settlement cracks) written notice of which is served on the Vendor by the Owners' Corporation within 6 months of Completion.
- 43.5 If the Purchaser gives notice of defects or faults including Special Faults under clause 43.2 or 43.3, either before or after Completion, then the Purchaser must give that notice to the Vendor direct or the Vendor's solicitor, but not to the Vendor's Agent.
- 43.6 If there is a dispute or difference as to the performance of this clause 43 the Purchaser will not be entitled to delay Completion and either party may refer the dispute for determination by an Expert. The Expert will act as an expert and not as an arbitrator and the Expert's decision will be final, conclusive and binding on the parties. The cost of the determination will be borne as the Expert decides and in default of a decision about costs, in equal shares.

44 Conditions Precedent to Completion

- 44.1 Completion of this Contract is subject to and conditional on:
- (a) the Vendor receiving development approval from all Relevant Authorities on terms and conditions acceptable to the Vendor in its absolute discretion on or before the Registration Date; and
 - (b) the registration at the LPI of the required Strata Documents to complete the sale of the Property to the Purchaser on or before the
-

Registration Date.

- 44.2 Subject to clause 45, if any of the conditions precedent contained in clause 44.1 are not satisfied on or before the Registration Date, either party may rescind this Contract by written notice to the other party and neither will have any claim against the other except for any antecedent breaches.
- 44.3 Where the Purchaser rescinds this Contract pursuant to clause 44.2, the Purchaser must serve the Vendor a valid written notice of rescission not later than fourteen (14) days after the Registration Date or Extended Registration Date (if a notice has been served pursuant to clause 45), as the case may be, time of the essence. If the Purchaser does not rescind within that time then the right of rescission lapses immediately.
- 44.4 The Vendor must use all reasonable endeavours to have the conditions precedent contained in clause 44.1 satisfied on or before the Registration Date.
- 44.5 If the conditions precedent contained in clause 44.1 are satisfied before the service of a written notice referred to in clause 44.3 neither party is entitled to rescind this Contract under this clause.
- 44.6 Subject to clause 45, if the conditions precedent contained in clause 44.1(b) is not satisfied by the Registration Date, then the Vendor may rescind only by complying with s 66ZL of the *Conveyancing Act, 1919*.

45 Extension of time for registration

- 45.1 Despite any other clause, the Vendor may extend the Registration Date by each day the Vendor or the Builder has been delayed by reason of:
- (a) inclement weather or conditions resulting from inclement weather;
 - (b) any civil commotion, combination of workmen strikes or lockouts affecting the progress of the Development or affecting the manufacture or supply of materials for the construction of the Property;
 - (c) any matter or thing beyond the control of the Vendor including but not limited to a delay in supply to the Vendor or the Builder or a delay experienced by the Vendor in dealing with its consultants or a delay in obtaining any necessary consents, certificates, licences, not limited to any Consents of any kind from Council or other authority or Government Agency or registering the Strata Documents;
 - (d) a delay in any Consent required for construction of the Development by Council or other Government Agency; or
 - (e) anything else beyond the Vendor's control.
- 45.2 A certificate by the Vendor's Project Manager in relation to extensions of time under this clause 45 is final, conclusive and binding on the parties in
-

the absence of manifest error. A certificate can be served on more than one occasion.

- 45.3 Extensions of time under this clause 45 cannot be claimed whereby the Registration Date is extended beyond the Extended Registration Date.

46 Requisitions

The Purchaser agrees to raise only Standard Requisitions.

47 Substitute Documents

- 47.1 At any time prior to registration of the Strata Documents, the Vendor may serve notice on the Purchaser that the Vendor wishes to substitute a document including, but not limited to, the Strata Documents (**'replaced documents'**) with a Substitute Document, a copy of which is forwarded with the notice,
- 47.2 On service of a notice pursuant to clause 47.1, the replaced document ceases to be attached to this Contract and the Substitute Document is taken to be attached to this Contract.
- 47.3 Subject to clause 47.4, the Purchaser may not take any Action as a result of a notice under clause 47.1.
- 47.4 Where the Substitute Document detrimentally and substantially affects the Property to an extent which is other than minor, the Purchaser may rescind by written notice to the Vendor within fourteen (14) days, time of the essence, after the day on which the notice under clause 47.1 is served. Where the Purchaser fails to give written notice within the fourteen (14) days the Purchaser is deemed to have accepted the Substitute Document and waives the right to rescind granted by this clause.
- 47.5 For the purpose of this clause 47, a Substitute Document will not, without limitation, be deemed to detrimentally and substantially affect the Property where the Substitute Document:
- (a) is required by a Government Agency;
 - (b) is required by the LPI;
 - (c) corrects an error which is evident on the face of the Strata Documents;
 - (d) is a modification to Common Property other than a modification which detrimentally affects the Purchaser's enjoyment of the Property;
 - (e) creates any modification to a lot in the Strata Plan other than the Property;
 - (f) creates any modification to the unit entitlement of a lot in the Strata Plan other than the Property;
-

-
- (g) creates any modification to the By-laws affecting a lot other than the Property;
 - (h) is a variation or relocation of a car parking space as shown in the Strata Plan; or
 - (i) the result of a Lot in the Strata Plan, other than the Property being subdivided or consolidated with any lot other than the Property.

47.6 If there is a dispute about whether or not a Substitute Document detrimentally and substantially affects the Property to an extent which is other than minor as provided for in this clause 47, that dispute is to be settled by an Expert (who will act as an expert and whose decision is final and binding on the parties). The cost of the Expert will be paid by the unsuccessful party.

48 Certificates and Notices - Strata

48.1 The Purchaser must submit with the transfer tendered under printed condition 4 a notice in duplicate under section 22 of the Management Act, signed by the Purchaser. The Vendor must sign both copies of the notice and on Completion insert the date of delivery of the transfer. The Vendor must give one copy of the notice to the Owners' Corporation and the other copy to the Purchaser who must, on behalf of the Vendor, send it to the Owners' Corporation.

48.2 The Vendor must serve on the Purchaser a certificate under section 184 of the Management Act in relation to the Property at least three (3) Business Days before the Completion Date. The Purchaser must reimburse the Vendor for the cost of obtaining such certificate (including any GST) on Completion.

49 Vendor to Advance Funds to Owners' Corporation

The Purchaser acknowledges:

- (a) the Vendor must advance funds by way of contribution to the Owners' Corporation for the purpose of effecting insurance and funds for maintenance levies as required by the Management Act (as amended and/or replaced); and
- (b) such amounts are outgoings and adjusted on Completion in the manner set out in printed condition 14 of this Contract on a unit entitlement basis.

50 Completion

50.1 The Completion date is the later of the following:

- (a) 42 days after the date of this Contract; or
 - (b) 21 days after the Vendor notifies the Purchaser in writing that all conditions precedent in clause 44.1 have been satisfied; and
 - (c) 14 days after the Vendor serves the Purchaser with an occupation
-

certificate for the Property in accordance with Section 109M of the *Environmental Planning and Assessment Act 1979 (NSW)*.

50.2 The Purchaser acknowledges:

- (a) written notification from the Vendor's solicitor that the conditions precedent contained in clause 44.1 have been satisfied is conclusive evidence the conditions precedent have been satisfied; and
- (b) the Purchaser may not take any Action on the validity of the notice referred to in clause 50.2(a).

51 Notice to Complete

51.1 If Completion does not occur on or before the Completion Date as a result of the breach of or default by a party, the other party may:

- (a) at any time serve a notice requiring Completion of this Contract on a specified date (being not less than 14 days ('**Notice Period**') after the date of service of that notice); and
- (b) make time of the essence for compliance with that notice.

51.2 The parties agree that the Notice Period is a proper and reasonable time.

52 Interest for Late Completion

52.1 If Completion does not take place on or before the completion date specified in clause 50.1 then the Purchaser must pay the Vendor, in cash on Completion by way of adjustment, interest calculated:

- (a) daily at the rate of 10% per annum; and
- (b) on the balance of the purchase price payable under this Contract.

in respect of the period ('**Interest Period**') commencing on the day following the Completion Date determined in accordance with clause 50 and ending on Completion.

52.2 The Purchaser may not require the Vendor to complete this Contract unless interest payable under this Contract is paid to the Vendor on Completion. It is an essential term of this Contract that the interest is paid.

52.3 Clause 52.1 does not apply in respect of any part of the Interest Period during which Completion has been delayed due to the default of the Vendor where the Vendor has been notified in writing as to that fact by the Purchaser or the Purchaser's Solicitor.

53 Encumbrances

53.1 If a mortgage or caveat is recorded on the folio of the Register for the Property the Purchaser must, on Completion, accept a discharge of that mortgage or withdrawal of that caveat, so far as it relates to the Property.

53.2 Despite clause 53.1, if a caveat lodged by or on behalf of the Purchaser, any assignee of the Purchaser's interest under this contract or any person

claiming through or under the Purchaser is recorded on the folio of the Register for the Property, the Purchaser must complete this Contract despite that caveat.

- 53.3 A discharge of mortgage or withdrawal of caveat under clause 53.1 must be in registrable form and the registration fees payable must be paid by the Vendor to the Purchaser on Completion.

54 Adjustments

- 54.1 In this clause 'Property' includes any interest in Common Property associated with lots in the Strata Plan.
- 54.2 The Vendor and the Purchaser must adjust under printed condition 14.1 a regular periodic contribution to the administrative fund and the sinking fund of the Strata Scheme and any regular payment under a By-Law of the Owners' Corporation.
- 54.3 The Vendor and the Purchaser must adjust under printed condition 14.1 on a unit entitlement basis, any Normal Expenses of the Owners' Corporation paid by the Vendor which have not been reimbursed to the Vendor at Completion.
- 54.4 Printed condition 11 does not apply to any work order, with which the Owners' Corporation must comply.
- 54.5 On registration of the Strata Plan the Vendor will cause the Owners' Corporation to effect all insurances required by the Management Act.
- 54.6 Printed condition 18.4 does not apply to any risk against which it is the responsibility of the Owners' Corporation to insure.
- 54.7 If the Property will not be separately rated in the rating year/cycle current at registration of the Strata Plan the Vendor must make an allowance to the Purchaser for its proportion of the rates from the date of registration of the Strata Plan to the date of Completion adjusted on the following amounts:
- (a) Council rates of \$1,500.00 per annum; and
 - (b) water and sewerage rates of \$250.00 per cycle,
- the Purchaser is then liable to pay the separate rate assessment in full when it is issued on or before its due date.
- 54.8 On Completion, irrespective of whether or not an assessment of land tax on the Property has issued, the Purchaser must adjust the deemed amount of \$1,000.00 per annum for land tax.
- 54.9 The Purchaser and the Vendor agree the amounts specified in clause 54.7 and 54.8 represent a fair and reasonable assessment of rates for the Property on which to adjust on the Completion Date.

55 Selling by Vendor

- 55.1 Both before and after Completion and until the Vendor completes the sale of
-

all lots in the Strata Scheme, persons authorised by the Vendor, may:

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

55.2 The Purchaser must vote against any resolution proposed for consideration by a general meeting of the Owners' Corporation the passing of which would curtail or inhibit the rights of the Vendor in this clause 55.

55.3 The Purchaser may not take any Action because of anything contained in this clause 55.

56 Death, Incapacity, Bankruptcy and Insolvency

56.1 If either party (or if that party consists of two or more persons any of those persons):

- (a) dies; or
- (b) is so intellectually, physically or psychologically disabled as to be, in the reasonable opinion of the other party, unable to complete this Contract on time; or
- (c) is declared bankrupt or enters into a scheme or arrangement with its creditors, the Vendor may rescind by giving written notice to the Purchaser's solicitor.

56.2 If the Purchaser (or if the Purchaser consists of two or more persons, any of those persons) is a body corporate and:

- (a) an application is made to a court for an order or an order is made that it be wound up;
- (b) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of it, or one of them is appointed, whether or not under an order; or
- (c) a liquidator, provisional liquidator, receiver and manager, administrator or similar person is appointed in respect of it;

then the Vendor may terminate by written notice to the Purchaser's solicitor.

56.3 Despite any other provision in this Contract or any principle of law or equity, the Purchaser is not entitled to rescind or terminate this Contract or take any Action by reason of any of the following facts:

-
- (a) that the Vendor prior to Completion has a liquidator, provisional liquidator, receiver, receiver manager, administrator, voluntary administrator, controller, controlling manager, official manager or similar office of it appointed; or
 - (b) the Vendor's mortgagee exercises any rights under any security or other arrangement between the Vendor, the Vendor's mortgagee, or anyone else, including without limitation any moratorium or any enforcement action against the Vendor or the Property.
- 56.4 If a right to rescind given by clauses in this Contract is not exercised within the period specified for its exercise then the right lapses and may not be exercised.

57 Assignment

- 57.1 The Vendor may assign, novate, transfer and/or encumber its rights, obligations and interests in this Contract at any time prior to Completion.
- 57.2 The Purchaser must not assign, novate, enter in to a contract to on-sell the Property or otherwise encumber its rights under this Contract without the prior written consent of the Vendor which may be given or declined or given on terms in the Vendor's absolute discretion.
- 57.3 The Purchaser must not;
- (a) use any marketing materials in relation to the Property or the Building prepared or commissioned by or on behalf of the Vendor without the express written consent of the Vendor; and
 - (b) use any agent, other than the Vendor's Agent, to market the Property for sale for any on-sale of the Property before Completion.

58 Trusts

- 58.1 Where the Purchaser purchases the Property as trustee, the Purchaser:
- (a) must not do anything to prejudice any right of indemnity the Purchaser has under the trust;
 - (b) warrants the Purchaser has the power under the trust to enter into this contract;
 - (c) is personally liable under this contract;
 - (d) warrants the Purchaser has a right of indemnity under the trust; and
 - (e) must not allow the variation of the trust or the advance or distribution of capital of the trust or the re-settlement of trust property.

59 Injunctive Relief

Even if damages may be an adequate remedy for a breach by the Purchaser of any of the provisions of this Contract, the Purchaser

acknowledges the Vendor may seek an injunction from a court to prevent the continuing or further breach of the provisions of this Contract.

60 Non-Merger

The parties acknowledge that the provisions of this Contract intended to have application after Completion continue to apply despite Completion.

61 Severance

Clauses which are not void or voidable may be severed from the Contract but do not effect the validity or enforceability of the remaining clauses in this Contract.

62 Governing Law

62.1 This Contract is governed by the law in force in New South Wales.

62.2 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party waives any right to object to an action being brought in those courts including, without limitation, by claiming the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

62.3 Any document in an action (including, without limitation, any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at that party's solicitors address.

63 Electronic Settlement

63.1 The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.

63.2 The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.

63.3 Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.

-
- 63.4 Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
- 63.5 Settlement takes place when the financial settlement takes place.
- 63.6 Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- 63.7 If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
- 63.8 Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

1. Electronic Settlement

- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
- (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.
- (c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.
- (d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
- (e) Settlement takes place when the financial settlement takes place.
- (f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- (g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after
-

the initial electronic failure unless otherwise agreed.

- (h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

REQUISITIONS ON TITLE

Purchaser:

Vendor: Shane Keating and Emma Susanne Keating

The following requisitions do not cover matters that are normally covered by pre contract enquiries, the law and the contract.

A vendor who supplies a deliberately false answer to a requisition is liable in damages for deceit if the answer is intended to, and does, induce the purchaser to complete. This extends not only to the original replies, but to situations where the vendor is unaware of the error when delivering answers but discovers the error before settlement and fails to disclose the truth to the purchaser.

All properties

1. Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property and inclusions free of encumbrances and with vacant possession?
2. Are there any encroachments by or upon the property?
3. Has the construction and use of the improvements erected on the property been approved by the responsible authorities and comply with their requirements?
4. Is the vendor aware of anything that affects the use of the property that is not immediately apparent to the purchaser on normal inspection?
5. Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the property?

If strata/community title

1. Has the initial period expired?
2. Are there any proposed resolutions or proposed charges or levies not discoverable by inspection of the books of the owners corporation, the community, and precinct or neighbourhood associations?

If rural

1. Are there any notices from neighbours or any public authorities requiring compliance?
 2. All agreements written, oral or by usage not disclosed in the contract relating to such matters as farming, grazing, share farming, agistment, sharing of plant and facilities, use of water, passage through the property should be disclosed and must be terminated, and plant and equipment not the subject of the sale removed from the property prior to completion.
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3. Are there any give and take fences?
 4. Are there any agreements with neighbours relating to fencing?
 5. Are there any licences or agreements relating to pipelines, soil conservation or timber harvesting?
 6. Has the vendor any water licence or rights under the Water Management Act 2000?
 7. Are there any access roads or tracks to this property or to adjoining properties through this property that are not public roads?
 8. Are there any enclosure permits that attach to the property?
 9. Are there any notices or issues outstanding relating to stock diseases, chemical pollution or noxious weeds?
 10. Are there any matters that specifically affect the property under legislation relating to Native Title, Aboriginal Land Rights, threatened species, native vegetation conservation or National Parks and Wildlife?
 11. Is there any application to the Crown for purchase or conversion of a holding?
 12. Is there any amount due to the Crown by way of rent or balance of purchase money on any part of the property?

If company title

1. Please provide evidence that the company has approved the sale of the shares to the purchaser which will be registered in the share register on presentation following settlement.
2. Have there been or are there any proposed changes to the constitution of the company that affect the right of occupation by the purchaser and the use and enjoyment of the hereditaments?
3. The financial records and books of the company will be inspected and must prove satisfactory and establish that the company is free of debt, that all levies on shareholders have been made and paid and that there is no action suit or proceeding by or against the company.
4. A copy of the constitution of the company must be provided together with copies of the minutes of the last general meeting and copies of any resolutions that might adversely affect the use and enjoyment of the property by the purchaser.

RM Legal & Conveyancing
PO Box 516
Wallsend NSW 2287
21/02/2018



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 13/46/758374

SEARCH DATE	TIME	EDITION NO	DATE
13/2/2018	5:31 AM	5	27/5/2015

LAND

LOT 13 OF SECTION 46 IN DEPOSITED PLAN 758374
AT EAST MAITLAND
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF MAITLAND COUNTY OF NORTHUMBERLAND
(FORMERLY KNOWN AS ALLOTMENT 13 OF SECTION 46)
TITLE DIAGRAM CROWN PLAN 96.790

FIRST SCHEDULE

DENSTA INVESTMENTS PTY LIMITED (T AI971506)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 AJ520579 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

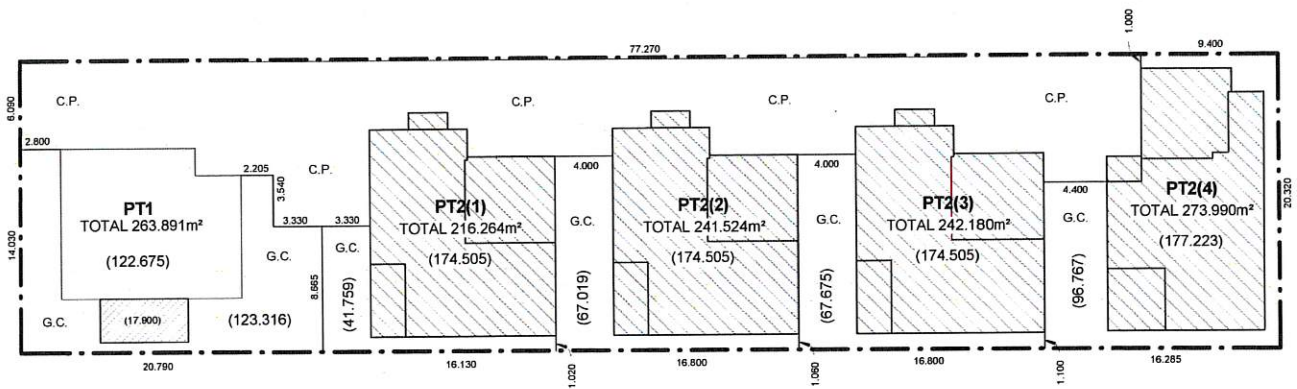
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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: 13/02/2018 05:31:23





DRAFT SUBDIVISION PLAN

1 : 250

maitland
city council
Approved Plans
NO. DA 17-719
DEVELOPMENT APPLICATION
25/07/2017

agcad
building designers
LEVEL 1, 450 HIGH ST
MAITLAND, NSW, 2320
T: (02) 4933 9400 F: (02) 4933 9499

EMAIL: AGCAD@BIGPOND.NET.AU
WEBSITE: www.agcad.com.au
LEVEL 1, 450 HIGH ST
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T: (02) 4933 9400 F: (02) 4933 9499

HIA Green Smart
ACCREDITED
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4	REVISED PLANS ISSUED TO COUNCIL	ZTM	21.7.17
3	REVISED PLANS ISSUED TO COUNCIL	ZTM	18.7.17
2	ISSUED FOR COUNCIL LODGEMENT	ZTM	18.4.17
1	PLANS ISSUED TO CLIENT FOR COMMENT	ZTM	8.2.17
ISSUE	DESCRIPTION	BY:	DATE:

CLIENT: **DENTA GROUP**
ADDRESS: **LOT 13, D.P.758374, 29 RAYMOND TERRACE ROAD, EAST MAITLAND**

SHEET NAME: **DRAFT SUBDIVISION PLAN**
JOB NUMBER: **16-108** SCALE: **@ A3**
DRAWN: **ZTM** ISSUE: **4**
CHECKED: **AJG** DATE: **21.7.17**

S06

25/07/2017 2:41:16 PM

**PROPOSED MULTI-UNIT DEVELOPMENT
LOT 13, D.P.758374, 29 RAYMOND
TERRACE ROAD, EAST MAITLAND
FOR DENTA GROUP**

DRAWING SCHEDULE			
SHEET NO.	SHEET NAME	ISSUE DATE	REVISION
S01	COVER PAGE - SITE ANALYSIS	21.7.17	4
S02	SITE PLAN - BULK EARTHWORKS	21.7.17	4
S03	LANDSCAPE PLAN - TURNING	21.7.17	4
S04	FLOOR PLANS	21.7.17	4
S05	ELEVATIONS	21.7.17	4
S06	DRAFT SUBDIVISION PLAN	21.7.17	4



NORTH EAST PERSPECTIVE
1:1



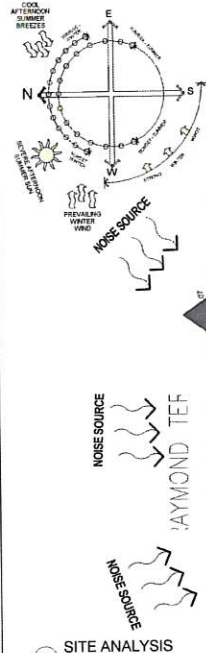
NORTH WEST PERSPECTIVE
1:1



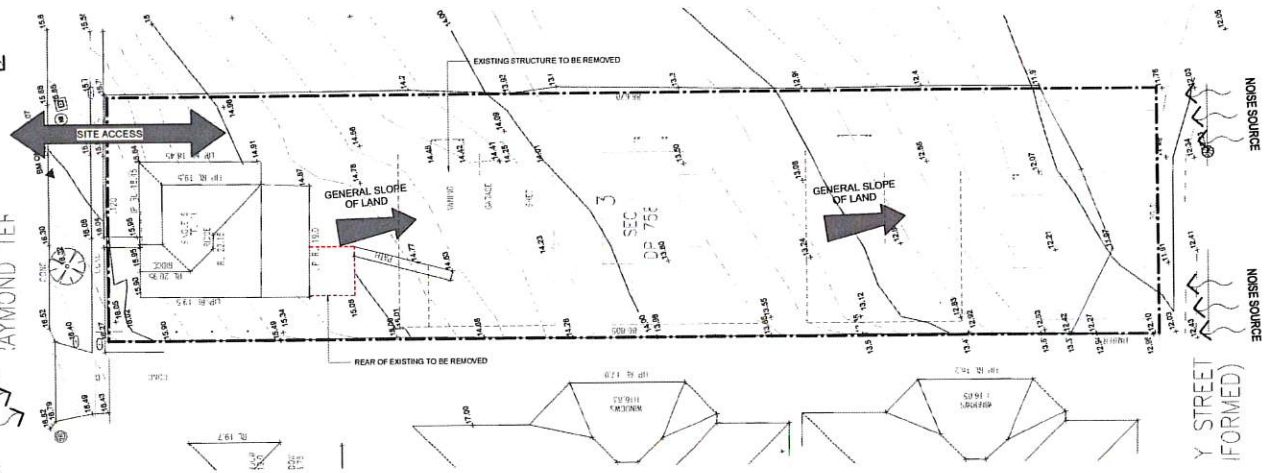
SOUTH EAST PERSPECTIVE
1:1



SOUTH WEST PERSPECTIVE
1:1



maitland
city council
Approved Plans
NO. DA 17-719
DEVELOPMENT APPLICATION
25/07/2017



NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMIT	21.7.17	AGCAD
2	REVISIONS	21.7.17	AGCAD
3	REVISIONS	21.7.17	AGCAD
4	REVISIONS	21.7.17	AGCAD

Green Smart ACCREDITED

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maitland, nsw 2320

agcad
building designers

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f. (02) 4933 5499
e. info@agcad.com.au
web www.agcad.com.au

CLIENT: DENTA GROUP

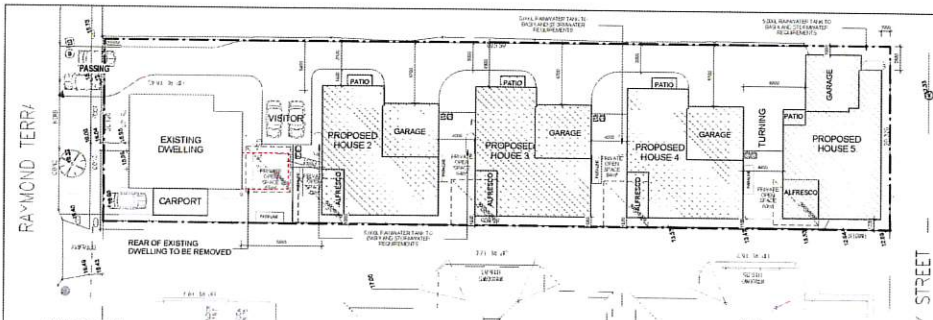
DESIGNER: **AGCAD DESIGN**

DATE: ZTM SCALE: As Indicated DATE: FEB 17 CHECKED: AJG

ADDRESS: LOT 13, D.P.758374, 29 RAYMOND TERRACE ROAD, EAST MAITLAND

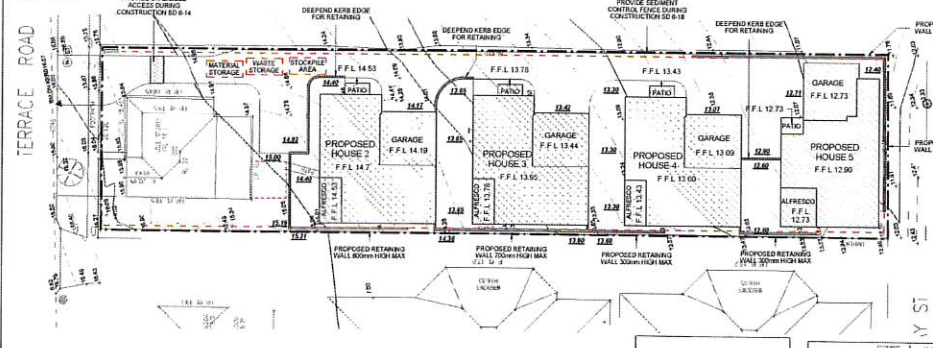
SHEET TITLE: COVER PAGE - SITE ANALYSIS

JOB NUMBER: 16-108 SHEET NUMBER: S01 ISSUE: 4



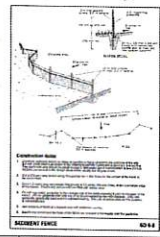
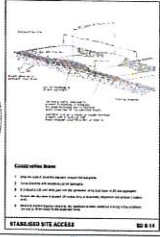
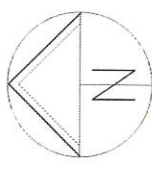
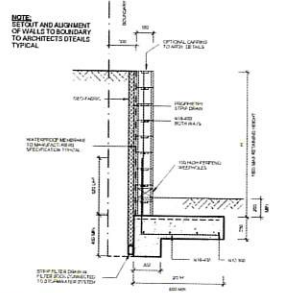
SITE DETAILS	
LOT AREA	100.00 m ²
GROSS FLOOR AREA	100.00 m ²
UNIT FLOOR AREA	100.00 m ²
PER	100.00 m ²
UNIT AREA INCL GARAGE AND PATIO	100.00 m ²
DRIVEWAYS, PATHS, PAVING AREA	100.00 m ²
SITE COVERAGE PERCENTAGE	100.00%
CONDITIONED FLOOR AREA	100.00 m ²
UNCONDITIONED FLOOR AREA	100.00 m ²
ROOF AREA	100.00 m ²

SITE PLAN
1:200



BULK EARTHWORKS PLAN
1:200

TO BE DETERMINED BY SUPERVISING ENGINEER



SEDIMENTATION CONTROL NOTES

1. SITE WORKERS ARE NOT TO START UNTIL THE DESIGNER HAS BEEN NOTIFIED BY THE DESIGNER AND THE DESIGNER HAS PROVIDED A SEDIMENTATION CONTROL PLAN TO THE DESIGNER.

2. THE DESIGNER SHALL PROVIDE A SEDIMENTATION CONTROL PLAN TO THE DESIGNER.

3. THE DESIGNER SHALL PROVIDE A SEDIMENTATION CONTROL PLAN TO THE DESIGNER.

4. THE DESIGNER SHALL PROVIDE A SEDIMENTATION CONTROL PLAN TO THE DESIGNER.

5. THE DESIGNER SHALL PROVIDE A SEDIMENTATION CONTROL PLAN TO THE DESIGNER.

RETAINING WALL SCHEDULE				HT OF 1M BLOCK	HT OF 2M BLOCK
Y	BASE	'Y' BARS	'X' BARS		
+1000	900	N12 AT 400	N12 AT 400	800	-
1000	900	N18 AT 400	N18 AT 400	1000	-
1800	1300	N20 AT 400	N18 AT 400	1800	-
800-2200	1400	N20 AT 400	N18 AT 400	1400	600
+2200	1500	N20 AT 400	N18 AT 400	1400	800

NO.	REVISION	DATE	BY	CHECKED
1	ISSUED FOR PERMIT	25/07/2017	AGCAD	AGCAD
2	ISSUED FOR PERMIT	25/07/2017	AGCAD	AGCAD
3	ISSUED FOR PERMIT	25/07/2017	AGCAD	AGCAD
4	ISSUED FOR PERMIT	25/07/2017	AGCAD	AGCAD

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maitland, nsw 2320

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www.agcad.com.au

CLIENT: DENTA GROUP

DESIGNER: AGCAD DESIGN

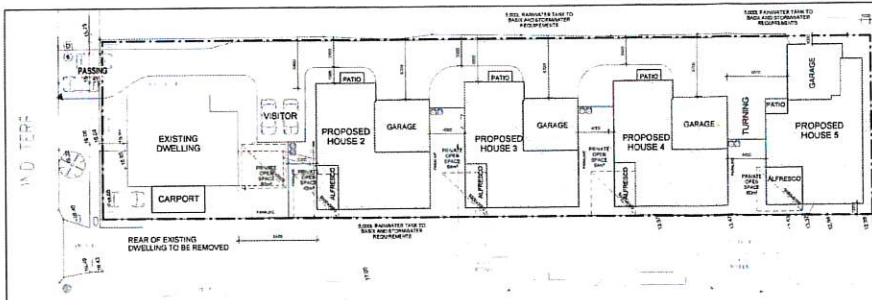
TEAM: ZTM SCALE: As indicated DATE DESIGNED: FEB17 CHECKED: AGJ

ADDRESS: LOT 13, D.P.758374, 29 RAYMOND TERRACE ROAD, EAST MAITLAND

SHEET TITLE: SITE PLAN - BULK EARTHWORKS

JOB NUMBER: 16-108 SHEET NUMBER: S02 ISSUE: 4

21/07/2017 2:32:52 PM

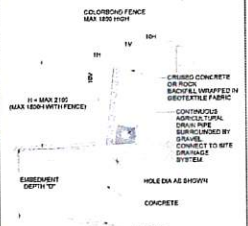


SITE PLAN
1:200

SITE DETAILS

CONTRIBUTOR	NO.
SITE AREA	TOTAL SITE AREA
SPECIAL LIMIT FLOOR AREAS	FLOORING - 100mm PROPOSED (TOTAL) 800 SQM
UNTY FLOOR AREAS	FLOORING - 200mm
FIN	HOUSE 1 - 100mm
	HOUSE 2 - 100mm
	HOUSE 3 - 100mm
	HOUSE 4 - 100mm
	HOUSE 5 - 100mm
FIN AREA INCL. GARAGE AND PATIO	FIN AREA INCL. GARAGE AND PATIO (NOT INCL. GARAGE FLOOR OR PERIMETERS)
UNCONCRETED FLOOR AREA	HOUSE 1 - 100mm
	HOUSE 2 - 100mm
	HOUSE 3 - 100mm
	HOUSE 4 - 100mm
	HOUSE 5 - 100mm
ROOF AREA	HOUSE 1 - 100mm
	HOUSE 2 - 100mm
	HOUSE 3 - 100mm
	HOUSE 4 - 100mm
	HOUSE 5 - 100mm

TO BE DETERMINED BY SUPERVISING ENGINEER



"KOPPERS" LOG RETAINING WALL DETAIL
(FOR CLAY SUBGRADE, WITH CRUSHED ROCK BACKFILL)

RETAINING WALL DETAILS

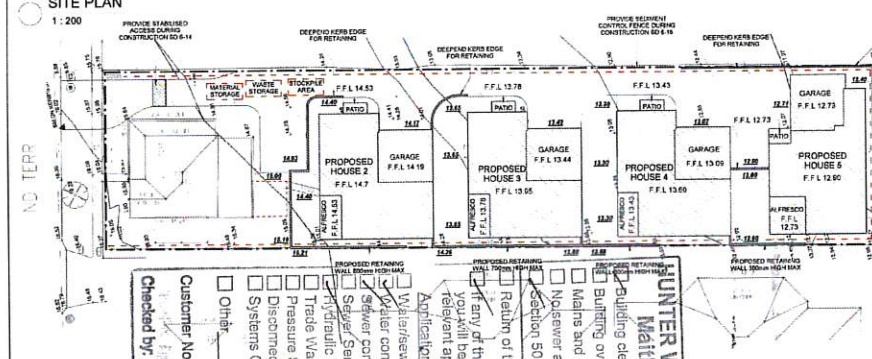
WALL HEIGHT (m)	POST DIA (mm)	HOLE DIA (mm)	POST CENTRES (mm)	POST EMBEDMENT DEPTH (mm)
200-300	125	300	1200	400
400-500	125	300	1200	500
600-700	125	300	1200	550
700-799	125	300	1200	600
800-899	150	400	1200	800
1000-1099	150	400	1200	1000
1200-1299	150	400	1200	1200
1400-1499	200	400	1200	1300
1600-1699	225	400	1200	1500
1800-2000	250	400	1200	1700

SEDIMENTATION CONTROL NOTES

ALL WORKS TO BE EITHER:
 - "KOPPER" ROUNDLOG BLEEKER (18x75mm) OR
 - TRUSS HALF ROUND BRUSH OR
 - 60mm SLAB WALLS OR
 - 200mm TREATED PINE BLEEKER
 - POSTS 60mm TALL SPACED AT 200mm OC
 - ALL TREATED PINE TO BE UNY GRADE H4
 - WALL BACKFILL TO BE CRUSHED ROCK OR RECYCLED CONCRETE (30mm 25mm SIZES)
 - FORM POSTS MAY BE USED IN LIEU OF SINGLE POSTS
 - REFER TO ENGINEER FOR DETAILS
 - IF A FENCE IS TO BE INSTALLED AT THE TOP OF THE WALL, THE MEMBER SIZE SHOULD BE GREATER THAN THAT REQUIRED, i.e. FOR A 1200mm WALL USE MEMBER SIZE FOR A 1500mm WALL. FENCES CAN BE CONSTRUCTED IN THE STRANDING MANNER WITH POSTS EMBEDDED IN CONCRETE FOOTINGS IN THIS CASE. WALL HEIGHT IS LIMITED TO 1800mm.
 - MAXIMUM ALLOWABLE SLOPE BEHIND THE WALL IS 1V:1H IF BACKFILL SLOPES ARE GREATER THAN THIS THEN WALL LAYOUTS WILL BE REDUCED TO SUPPORTED AGAINST SUBSIDIANCE OR COLLAPSE OF THE WALL. REFER TO THE ENGINEER FOR DETAILS.
 - ALL WORKS ARE TO BE IN ACCORDANCE WITH THE "KOPPER" DESIGN GUIDE, CANTLEBY RETAINING WALLS - KOPPER ROUNDLOG POSTS, DECEMBER 2005 EDITION.

NOTES

1. ALL WORKS TO BE EITHER:
 - "KOPPER" ROUNDLOG BLEEKER (18x75mm) OR
 - TRUSS HALF ROUND BRUSH OR
 - 60mm SLAB WALLS OR
 - 200mm TREATED PINE BLEEKER
 2. POSTS 60mm TALL SPACED AT 200mm OC
 3. ALL TREATED PINE TO BE UNY GRADE H4
 4. WALL BACKFILL TO BE CRUSHED ROCK OR RECYCLED CONCRETE (30mm 25mm SIZES)
 5. FORM POSTS MAY BE USED IN LIEU OF SINGLE POSTS
 6. REFER TO ENGINEER FOR DETAILS
 7. IF A FENCE IS TO BE INSTALLED AT THE TOP OF THE WALL, THE MEMBER SIZE SHOULD BE GREATER THAN THAT REQUIRED, i.e. FOR A 1200mm WALL USE MEMBER SIZE FOR A 1500mm WALL. FENCES CAN BE CONSTRUCTED IN THE STRANDING MANNER WITH POSTS EMBEDDED IN CONCRETE FOOTINGS IN THIS CASE. WALL HEIGHT IS LIMITED TO 1800mm.
 8. MAXIMUM ALLOWABLE SLOPE BEHIND THE WALL IS 1V:1H IF BACKFILL SLOPES ARE GREATER THAN THIS THEN WALL LAYOUTS WILL BE REDUCED TO SUPPORTED AGAINST SUBSIDIANCE OR COLLAPSE OF THE WALL. REFER TO THE ENGINEER FOR DETAILS.
 9. ALL WORKS ARE TO BE IN ACCORDANCE WITH THE "KOPPER" DESIGN GUIDE, CANTLEBY RETAINING WALLS - KOPPER ROUNDLOG POSTS, DECEMBER 2005 EDITION.



BULK EARTHWORKS PLAN
1:200

mailland
 Approved Plans
 No. DA 17-719
 DEVELOPMENT APPLICATION
 22/09/2017

UNTER WATER CORPORATION
Maitland Customer Centre

Building clear of Sewermain
 Buildings over/adjacent to sewer SSS form sub
 Mains and boundaries subject to alterations
 No/sewer available
 Section 50 Application taken and fee paid
 Return of the plans to HWC unnecessary
 If any of the following applications have been received, you will be required to return to HWC and make relevant applications) and pay the applicable Applications

Water/sewer not yet available for connection
 Water connection (Council approved Plans)
 Sewer Service Access Change
 Hydraulic Drawings (Plans required)
 Trade Waste
 Pressure Sewer Connection
 Disconnection of Sewer Systems On the Applicable
 Return Water Meter

Checked by: _____ Date: 27/11/17
 Customer No: _____
 Other: _____

1:100 on A4

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 Maitland, NSW 2320
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 Tel: (02) 4933 8489
 info@agcad.com.au
 www.agcad.com.au

agcad
 building designers

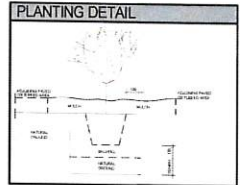
CLIENT: DENTA GROUP
 DESIGNER: AGCAD DESIGN
 ADDRESS: LOT 13, D.P. 788374, 20 RAYMOND TERRACE ROAD, EAST MAITLAND
 SHEET TITLE: SITE PLAN - BULK EARTHWORKS
 JOB NUMBER: 16-108
 SHEET NUMBER: S02
 ISSUE: 2
 DATE: FEB 17
 SCALE: As indicated

Merrya paniculata (Orange Jessamine) in this location to be replaced with ground covers to ensure the distance not impeded (see condition 17 - DA consent 17-719)

Driveway planting to 2m in height along eastern driveway (see condition 17 - DA consent 17-719)

Note - marking not indicative of landscape planting width - this should be scaled with the development application

Additional landscaping areas highlighted (see condition 17 DA consent 17-719)

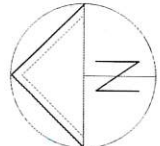


LANDSCAPE NOTES

All trees and shrubs to be planted in accordance with the following conditions:
 1. All trees and shrubs to be planted in accordance with the following conditions:
 2. All trees and shrubs to be planted in accordance with the following conditions:
 3. All trees and shrubs to be planted in accordance with the following conditions:
 4. All trees and shrubs to be planted in accordance with the following conditions:
 5. All trees and shrubs to be planted in accordance with the following conditions:
 6. All trees and shrubs to be planted in accordance with the following conditions:
 7. All trees and shrubs to be planted in accordance with the following conditions:
 8. All trees and shrubs to be planted in accordance with the following conditions:
 9. All trees and shrubs to be planted in accordance with the following conditions:
 10. All trees and shrubs to be planted in accordance with the following conditions:

PLANTING SCHEDULE

PLANT SPECIES	PLANT SIZE	NO.
Merrya paniculata	1.5m	1
Other plants	As indicated	As indicated



LANDSCAPE PLAN
1:200

MYNDON TERRACE

TURNING - ENTRY
1:200

TERRACE ROAD

TURNING - EXIT
1:200

TERRACE ROAD

NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR TENDERS	17/02/2017	AGCAD	AGCAD
2	ISSUED FOR DA	17/02/2017	AGCAD	AGCAD
3	ISSUED FOR DA	17/02/2017	AGCAD	AGCAD
4	ISSUED FOR DA	17/02/2017	AGCAD	AGCAD
5	ISSUED FOR DA	17/02/2017	AGCAD	AGCAD

HIA Green Smart ACCREDITED

1:100 on A1

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 E: info@agcad.com.au
 W: www.agcad.com.au

CLIENT: DENTA GROUP

DESIGNER: AGCAD DESIGN

DATE: 27/02/2017

SCALE: As Indicated

DATE CHECKED: FEB 17

CHECKED BY: AJG

ADDRESS: LOT 13, D.P.758374, 29 RAYMOND TERRACE ROAD, EAST MAITLAND

SHEET TITLE: LANDSCAPE PLAN - TURNING

JOB NUMBER: 16-108

SHEET NUMBER: S03

ISSUE: 4

DATE: 27/02/2017 2:30:00 PM

maitland
city council

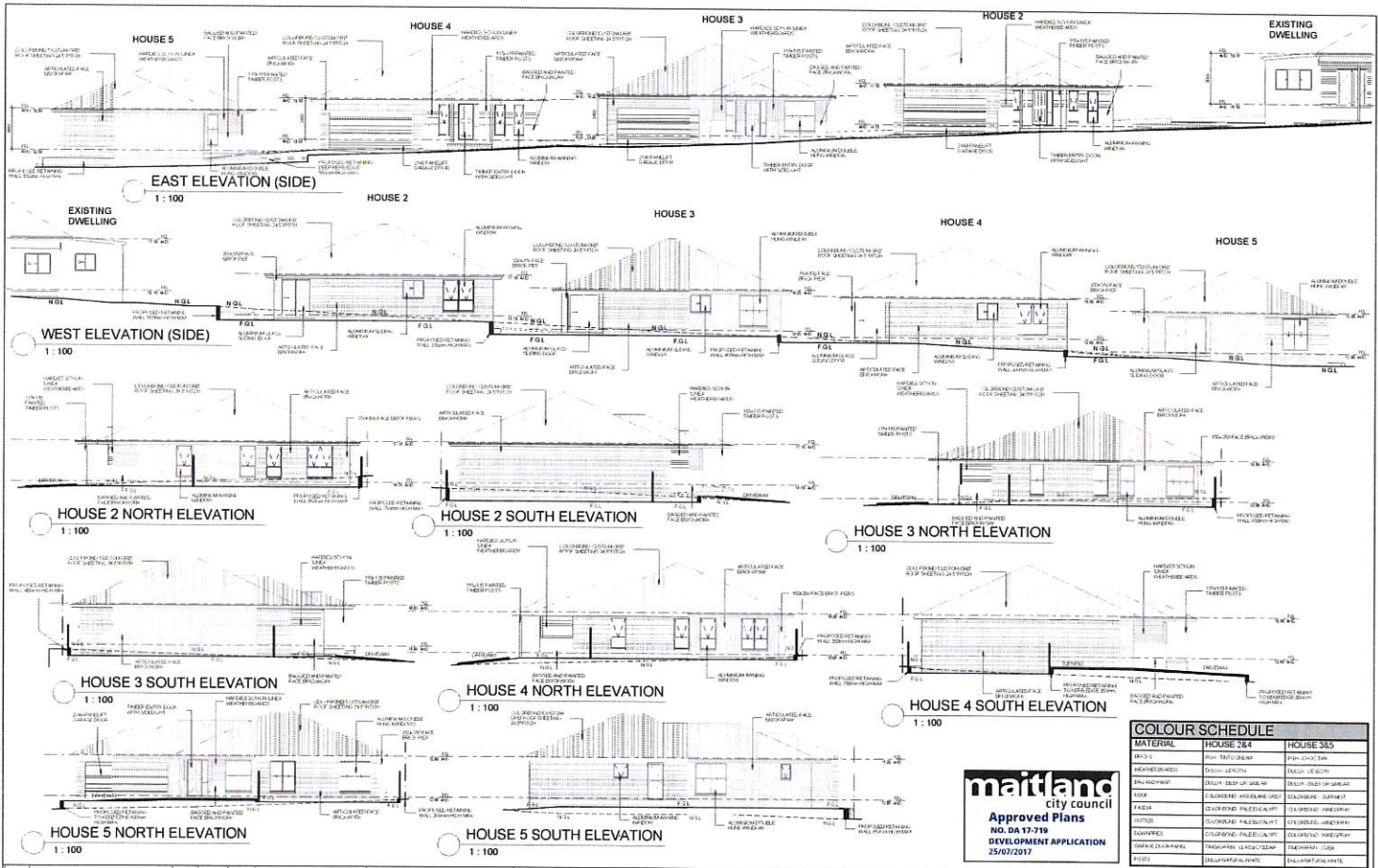
Approved Plans
NO. DA 17-719
DEVELOPMENT APPLICATION
25/07/2017

HOUSE 2 WINDOW / DOOR SCHEDULE

NO	OPEN	DESCRIPTION	TYPE	AREA	MATERIAL	GLAZING	U-VALUE	SHGC	SHADING	U-VALUE	SHGC	SHADING
1		1000mm x 1500mm	Window	1.50	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
2		1200mm x 1800mm	Window	2.16	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
3		1500mm x 2100mm	Window	3.15	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
4		2000mm x 2400mm	Window	4.80	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
5		2400mm x 2700mm	Window	6.48	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
6		2700mm x 3000mm	Window	8.10	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
7		3000mm x 3300mm	Window	9.72	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
8		3300mm x 3600mm	Window	11.34	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
9		3600mm x 3900mm	Window	12.96	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
10		3900mm x 4200mm	Window	14.58	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
11		4200mm x 4500mm	Window	16.20	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
12		4500mm x 4800mm	Window	17.82	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
13		4800mm x 5100mm	Window	19.44	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
14		5100mm x 5400mm	Window	21.06	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
15		5400mm x 5700mm	Window	22.68	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
16		5700mm x 6000mm	Window	24.30	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
17		6000mm x 6300mm	Window	25.92	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
18		6300mm x 6600mm	Window	27.54	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
19		6600mm x 6900mm	Window	29.16	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
20		6900mm x 7200mm	Window	30.78	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
21		7200mm x 7500mm	Window	32.40	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
22		7500mm x 7800mm	Window	34.02	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
23		7800mm x 8100mm	Window	35.64	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
24		8100mm x 8400mm	Window	37.26	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
25		8400mm x 8700mm	Window	38.88	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
26		8700mm x 9000mm	Window	40.50	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
27		9000mm x 9300mm	Window	42.12	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
28		9300mm x 9600mm	Window	43.74	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
29		9600mm x 9900mm	Window	45.36	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
30		9900mm x 10200mm	Window	46.98	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
31		10200mm x 10500mm	Window	48.60	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
32		10500mm x 10800mm	Window	50.22	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
33		10800mm x 11100mm	Window	51.84	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
34		11100mm x 11400mm	Window	53.46	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
35		11400mm x 11700mm	Window	55.08	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
36		11700mm x 12000mm	Window	56.70	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
37		12000mm x 12300mm	Window	58.32	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
38		12300mm x 12600mm	Window	59.94	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
39		12600mm x 12900mm	Window	61.56	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
40		12900mm x 13200mm	Window	63.18	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
41		13200mm x 13500mm	Window	64.80	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
42		13500mm x 13800mm	Window	66.42	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
43		13800mm x 14100mm	Window	68.04	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
44		14100mm x 14400mm	Window	69.66	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
45		14400mm x 14700mm	Window	71.28	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
46		14700mm x 15000mm	Window	72.90	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
47		15000mm x 15300mm	Window	74.52	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
48		15300mm x 15600mm	Window	76.14	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
49		15600mm x 15900mm	Window	77.76	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
50		15900mm x 16200mm	Window	79.38	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
51		16200mm x 16500mm	Window	81.00	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
52		16500mm x 16800mm	Window	82.62	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
53		16800mm x 17100mm	Window	84.24	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
54		17100mm x 17400mm	Window	85.86	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
55		17400mm x 17700mm	Window	87.48	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
56		17700mm x 18000mm	Window	89.10	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
57		18000mm x 18300mm	Window	90.72	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
58		18300mm x 18600mm	Window	92.34	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
59		18600mm x 18900mm	Window	93.96	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
60		18900mm x 19200mm	Window	95.58	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
61		19200mm x 19500mm	Window	97.20	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
62		19500mm x 19800mm	Window	98.82	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
63		19800mm x 20100mm	Window	100.44	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
64		20100mm x 20400mm	Window	102.06	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
65		20400mm x 20700mm	Window	103.68	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
66		20700mm x 21000mm	Window	105.30	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
67		21000mm x 21300mm	Window	106.92	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
68		21300mm x 21600mm	Window	108.54	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
69		21600mm x 21900mm	Window	110.16	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
70		21900mm x 22200mm	Window	111.78	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
71		22200mm x 22500mm	Window	113.40	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
72		22500mm x 22800mm	Window	115.02	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
73		22800mm x 23100mm	Window	116.64	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
74		23100mm x 23400mm	Window	118.26	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
75		23400mm x 23700mm	Window	119.88	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
76		23700mm x 24000mm	Window	121.50	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
77		24000mm x 24300mm	Window	123.12	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
78		24300mm x 24600mm	Window	124.74	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
79		24600mm x 24900mm	Window	126.36	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
80		24900mm x 25200mm	Window	127.98	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
81		25200mm x 25500mm	Window	129.60	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
82		25500mm x 25800mm	Window	131.22	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
83		25800mm x 26100mm	Window	132.84	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
84		26100mm x 26400mm	Window	134.46	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
85		26400mm x 26700mm	Window	136.08	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
86		26700mm x 27000mm	Window	137.70	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
87		27000mm x 27300mm	Window	139.32	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
88		27300mm x 27600mm	Window	140.94	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
89		27600mm x 27900mm	Window	142.56	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
90		27900mm x 28200mm	Window	144.18	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
91		28200mm x 28500mm	Window	145.80	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
92		28500mm x 28800mm	Window	147.42	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
93		28800mm x 29100mm	Window	149.04	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
94		29100mm x 29400mm	Window	150.66	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
95		29400mm x 29700mm	Window	152.28	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
96		29700mm x 30000mm	Window	153.90	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
97		30000mm x 30300mm	Window	155.52	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
98		30300mm x 30600mm	Window	157.14	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
99		30600mm x 30900mm	Window	158.76	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
100		30900mm x 31200mm	Window	160.38	UPVC	Clear	0.25	0.55	None	0.25	0.55	None

HOUSE 3 WINDOW / DOOR SCHEDULE

NO	OPEN	DESCRIPTION	TYPE	AREA	MATERIAL	GLAZING	U-VALUE	SHGC	SHADING	U-VALUE	SHGC	SHADING
1		1000mm x 1500mm	Window	1.50	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
2		1200mm x 1800mm	Window	2.16	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
3		1500mm x 2100mm	Window	3.15	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
4		2000mm x 2400mm	Window	4.80	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
5		2400mm x 2700mm	Window	6.48	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
6		2700mm x 3000mm	Window	8.10	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
7		3000mm x 3300mm	Window	9.72	UPVC	Clear	0.25	0.55	None	0.25	0.55	None
8		3300mm x 3600mm	Window	11.34	UPVC	Clear	0.25	0.55	None	0.25	0.55	None



COLOUR SCHEDULE		
MATERIAL	HOUSE 2&4	HOUSE 3&5
BRICKS	Pink BRICKS	Pink BRICKS
WALLS	White	White
ROOF	Grey	Grey
SCREENS	White	White
DOORS	White	White
WINDOWS	White	White
POSTS	White	White

maitland
city council
Approved Plans
No. DA 17-719
DEVELOPMENT APPLICATION
25/07/2017

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	25/07/2017
2	REVISED PER PLAN CHANGES	25/07/2017
3	REVISED PER PLAN CHANGES	25/07/2017
4	REVISED PER PLAN CHANGES	25/07/2017
5	REVISED PER PLAN CHANGES	25/07/2017

HIA Green Smart
ACCREDITED

Scale: 1:100 on A1

Level 1, 450 high street
Maitland, NSW 2320

1 (02) 4933 9400
1 (02) 4933 9499

info@agcad.com.au
www.agcad.com.au

CLIENT: DENTA GROUP

DESIGNER: AGCAD DESIGN

DATE: FEB 17

SCALE: 1:100

CHECKED: AJG

ADDRESS: LOT 13, D.P. 758374, 29 RAYMOND TERRACE ROAD, EAST MAITLAND

SHEET TITLE: ELEVATIONS

JOB NUMBER: 16-108

SHEET NUMBER: S05

ISSUE: 4

21/07/2017 2:29:11 PM

S149 Planning Certificate

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979 (AS AMENDED)



APPLICANT InfoTrack
ecertificates@infotrack.com.au

Certificate No 18/503
Certificate Date 13/02/2018
Fee Paid 53.00
Receipt No 17938
No. of Pages Page 1 of 7

Your Reference 18/0894

PROPERTY LOT 13 SEC 46 DP758374
29 RAYMOND TERRACE ROAD
EAST MAITLAND

PARISH Maitland

PROPERTY NO 23468

IMPORTANT: Please read this certificate carefully.

This certificate contains important information about the land described above.

Please check for any item, which could be inconsistent with the proposed use or development of the land. If there is anything you do not understand, please contact the Council by phone on (02) 49349700, or personally at Council's office at 285-287 High Street Maitland.

The information provided in this certificate relates only to the land described above. If you require information about adjoining or nearby land, or about the Council's development policies or codes for the general area, contact Council's Planning & Environment Department.

All information provided is correct as at the date issued on this certificate. However, it is possible for changes to occur at any time after issue of this certificate. We recommend that you only rely upon a very recent certificate.

The following responses are based on the Council's records and / or information from sources outside the Council. The responses are provided with all due care and in good faith, however the Council cannot accept responsibility for any omission or inaccuracy arising from information outside the control of the Council.

Furthermore, while this certificate indicates the general effect of the zoning of the abovementioned land, it is suggested that the applicable planning instruments be further investigated to determine any additional requirements.

Copies of Maitland City Council's Local Environmental Planning Instrument, Development Control Plans and Policies are available for purchase from Council's Customer Service Centre.



PART 1: MATTERS PROVIDED PURSUANT TO SECTION 149 (2)**1. Local Environmental Plans (LEP)**

Maitland LEP 2011, published 16 December 2011, applies to the land.

2. Exhibited draft Local Environmental Plans

No draft Local Environmental Plans that have been on public exhibition under the Act are applicable to the land.

3. Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

4. Development Control Plans prepared by the Director-General

The Council has not been notified of any Development Control Plan applying to the land that has been prepared by the Director-General under section 51A of the Act.

5. State Environmental Planning Policies

The Minister for Planning has notified that the following State Environmental Planning Policies shall be specified on certificates under Section 149 of the Environmental Planning and Assessment Act, 1979.

The land is affected by the following State Environmental Planning Policies:

State Environmental Planning Policy No. 21 - Caravan Parks

State Environmental Planning Policy No. 30 - Intensive Agriculture

State Environmental Planning Policy No. 33 - Hazardous And Offensive Development

State Environmental Planning Policy No. 36 - Manufactured Home Estates

State Environmental Planning Policy No. 44 - Koala Habitat Protection

State Environmental Planning Policy No. 50 - Canal Estate Development

State Environmental Planning Policy No. 55 - Remediation Of Land

State Environmental Planning Policy No. 64 - Advertising And Signage

State Environmental Planning Policy No. 65 - Design Quality Of Residential Flat Development

State Environmental Planning Policy No. 70 - Affordable Housing (Revised Schemes)

State Environmental Planning Policy - Major Development 2005

State Environmental Planning Policy - State And Regional Development 2011

State Environmental Planning Policy - Affordable Rental Housing 2009

State Environmental Planning Policy - Building Sustainability Index: Basix 2004

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

State Environmental Planning Policy - Educational Establishments And Child Care Facilities 2017

State Environmental Planning Policy - Infrastructure 2007

State Environmental Planning Policy - Mining, Petroleum Production And Extractive Industries 2007

State Environmental Planning Policy - Rural Lands 2008

State Environmental Planning Policy - Housing For Seniors Or People With A Disability 2004

State Environmental Planning Policy - (Miscellaneous Consent Provisions) 2007

State Environmental Planning Policy - Vegetation In Non Rural Areas 2017

6. Draft State Environmental Planning Policies

The following draft State Environmental Planning Policy(s) applying to the land is, or has been, the subject of community consultation or on public exhibition under the Act.

Draft State Environmental Planning Policy - Advertising And Signage

The draft policy will amend the existing SEPP64 to:

(1) Repeal clause 16(4)(b) to ensure advertising in transport corridors is permissible with consent (2) Insert a new clause to prohibit advertising on parked trailers on roads and road related areas (3) To require development consent to display advertising on trailers that are parked on private land, viewable from a road or road related area, and (4) Update terms and conditions and rephrase Clause 6.

Draft State Environmental Planning Policy - (Infrastructure) Amendment (Review) 2016

The draft policy amends the existing SEPP by including new provisions for health services facilities, correctional centres, emergency and police services, public administration buildings, and council services on operational lands. The draft policy coincides with the development of the new State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017.

Draft State Environmental Planning Policy - Koala Habitat Protection

The proposed amendment to the SEPP will update the controls to better protect koala habitat. The update will bring the SEPP into line with the current planning system and support councils to prepare comprehensive plans of management. The amendments will also improve the application of the SEPP by recognising the extent of tree species important to koalas.

7. Zoning and land use under relevant LEPs

Maitland LEP 2011, published 16 December 2011, identifies the zone applying to the land as:

R1 General Residential

The following development control table(s) give the objectives of the zone, the description of the zone and identify development allowed or prohibited in each zone. Development consent where required, must be obtained from the Council.

R1 General Residential

1) Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

2) Permitted without consent