

# Contract for the sale of land – 2005 edition

## TERM

## MEANING OF TERM

Vendor's agent

**Pearl Beach Real Estate**  
**1 Pearl Parade, PEARL BEACH, NSW 2256**

**Phone: 4341 7555**  
**Fax: 4341 9665**  
**Ref: Michael Sheppard**

Co-agent

Vendor

**Adrian Ross Lockwood**  
**24 Gannet Road, PEARL BEACH, NSW 2256**

Vendor's Solicitor

**East Coast Conveyancing Central Coast Branch**  
**284 Main Road, Toukley NSW 2263**  
**DX 22607 Toukley**

**Phone: 02 4397 1788**  
**Fax: 02 4397 2908**  
**Ref: EH:CC26309**

Completion date

**42nd day after the date of this contract (clause 15)**

Land

(Address, plan details  
and title reference)

**24 Garnet Road, PEARL BEACH, New South Wales 2256**  
**Registered Plan: Lot 61 Plan DP14817**  
**Folio Identifier 61/14817**

Improvements

☒ VACANT POSSESSION ☐ subject to existing tenancies  
☒ HOUSE ☒ garage ☒ carport ☐ home unit ☐ carspace ☐ none  
☒ other: Shed

Attached copies

☒ Documents in the List of Documents as marked or as numbered:  
☐ Other documents:

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

Inclusions

☒ blinds ☐ curtains ☒ insect screens ☒ stove  
☒ built-in wardrobes ☐ dishwasher ☒ light fittings ☐ pool equipment  
☒ clothes line ☐ fixed floor coverings ☐ range hood ☒ TV antenna  
☒ other: Ceiling Fans

Exclusions

**Pot Belly Stove**

Purchaser

Purchaser's solicitor

Price

\$

Deposit

\$

(10% of the price, unless otherwise stated)

Balance

\$

Contract date

(if not stated, the date this contract was made)

Vendor

Witness

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

Purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

Witness

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

**Land tax** is adjustable

☐ NO ☐ yes

**GST:** Taxable supply

☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

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

<p><b>General</b></p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)</p> <p><input type="checkbox"/> 7 section 149(5) information included in that certificate</p> <p><input type="checkbox"/> 8 sewerage connections diagram</p> <p><input checked="" type="checkbox"/> 9 sewer mains diagram</p> <p><input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 12 survey report</p> <p><input type="checkbox"/> 13 section 317A certificate (certificate of compliance)</p> <p><input type="checkbox"/> 14 building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 insurance certificate (Home Building Act 1989)</p> <p><input type="checkbox"/> 16 brochure or note (Home Building Act 1989)</p> <p><input type="checkbox"/> 17 section 24 certificate (Swimming Pools Act 1992)</p> <p><input type="checkbox"/> 18 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 19 other document relevant to tenancies</p> <p><input type="checkbox"/> 20 old system document</p> <p><input type="checkbox"/> 21 Crown tenure card</p> <p><input type="checkbox"/> 22 Crown purchase statement of account</p> <p><input type="checkbox"/> 23 <del>Statutory declaration regarding vendor duty</del></p>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <p><input type="checkbox"/> 24 property certificate for strata common property</p> <p><input type="checkbox"/> 25 plan creating strata common property</p> <p><input type="checkbox"/> 26 strata by-laws not set out in <i>legislation</i></p> <p><input type="checkbox"/> 27 strata development contract or statement</p> <p><input type="checkbox"/> 28 strata management statement</p> <p><input type="checkbox"/> 29 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 30 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 31 plan creating neighbourhood property</p> <p><input type="checkbox"/> 32 neighbourhood development contract</p> <p><input type="checkbox"/> 33 neighbourhood management statement</p> <p><input type="checkbox"/> 34 property certificate for precinct property</p> <p><input type="checkbox"/> 35 plan creating precinct property</p> <p><input type="checkbox"/> 36 precinct development contract</p> <p><input type="checkbox"/> 37 precinct management statement</p> <p><input type="checkbox"/> 38 property certificate for community property</p> <p><input type="checkbox"/> 39 plan creating community property</p> <p><input type="checkbox"/> 40 community development contract</p> <p><input type="checkbox"/> 41 community management statement</p> <p><input type="checkbox"/> 42 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 43 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 44 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)</p>
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### WARNINGS

- 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
 

AGL Gas Networks Limited	Government Business & Government Procurement	Public Works Dept
Council	Heritage Office	Roads & Traffic Authority
County Council	Infrastructure Planning and Natural Resources	Rural Lands Protection Board
East Australian Pipeline Limited	Land & Housing Corporation	Sustainable Energy Development
Education & Training Dept	Mine Subsidence Board	Telecommunications authority
Electricity authority	Owner of adjoining land	Water, sewerage or drainage authority
Environment & Conservation Dept	Primary Industries Department	
Fair Trading	RailCorp	

If you think that any of these matters affects the property, tell your solicitor.
- A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 1987 or the Retail Leases Act 1994.
- If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
- If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
- 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.
- The purchaser will usually have to pay stamp duty on this contract. ~~The sale will also usually be a vendor duty transaction.~~ If duty is not paid on time, a party may incur penalties.
- If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
- The purchaser should arrange insurance as appropriate.

### 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 Guidelines).

### AUCTIONS

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

## **ADDITIONAL PROVISIONS**

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### **1 Purchaser's warranty as to real estate agent**

- 1.1 The purchaser warrants that the purchaser was not introduced to the property or the Vendor by a Real Estate Agent other than the Real Estate Agent, if any, disclosed on the front page of the contract and the purchaser agrees to indemnify the Vendor against any claim for commission, including the Vendor's costs of defending any such claim, which arises as a result of the purchaser's breach of this warranty.
- 1.2 This warranty and indemnity will not merge on completion;
- 1.3 The Vendor warrants that he has not entered into a sole or exclusive agency agreement as at the date hereto with any agent other than the agent named on the front page of the contract.

### **2 Liquidated damages**

- 2.1 In the event that the Purchaser does not complete this contract on or before the completion date, and provided the Vendor is ready and willing to complete the contract, then the Purchaser shall from that date pay interest on the purchase price at the rate of 10% pa until completion.
- 2.2 The sum of \$330.00 on account of the additional legal fees incurred by the Vendor because of the delay;
- 2.3 The Purchaser acknowledges that the payment of the liquidated damages referred to herein is contemporaneous with the payment of the purchase price on settlement. It is agreed that the amount payable pursuant to this condition is a genuine pre-estimate of the Vendors' loss of interest for the purchase money and liability for rates and outgoings.

### **3 Time under notice**

The parties agree that 14 days shall be reasonable notice for the purpose of any notice served by either party, including a notice to complete, making time of the essence.

### **4 Present condition and state of repair**

The property together with the improvements thereon is sold in its present state of repair and condition and the Purchaser acknowledges that he buys the property not relying upon any warranties or representations made to him by or on behalf of the Vendor not contained in the Contract. The Purchaser shall not call upon the Vendor to carry out any repairs to the property, or to any furnishings and chattels, comply with a work order made after the date hereof nor effect any treatment for pest infestation.

**5 Death, mental incapacity or assignment of estate**

If the Purchaser or Vendor or any one or more of them shall die or become mentally incapacitated prior to completion of this Contract then either party may by notice in writing to the other party's Licensed Conveyancer or Solicitor rescind this contract whereupon the provisions of this contract as to rescission shall apply.

**6 Claims by the purchaser**

Notwithstanding the provisions of clauses 6 and 7 hereof, the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of Clause 7 and 8 entitling the vendor to rescind this contract.

**7 Deposit**

7.1 With the prior written consent of the Vendor, notwithstanding any other clause in this contract to the contrary, the parties agree that it is an essential term of this contract the deposit be paid in the following manner:

7.1.1 The sum being equal to 5% of the purchase price, on the making of this Contract; and

7.1.2 The sum being equal to 5%, representing the balance of the 10% deposit, on or before the Completion date.

7.2 Despite any other provision in this Contract the deposit herein will be ten per centum (10%) of the Contract price. Should the vendor elect to accept a lesser sum as at the date of exchange of contracts then the same shall be deemed to be an initial deposit only and the balance of the ten per centum (10%) of that deposit will be payable upon completion PROVIDED THAT no default on the part of the purchaser occurs in respect of any condition or obligation of the purchaser pursuant to this agreement.

7.3 Should the purchaser default prior to completion then notwithstanding any other right or remedy which the vendor may have the balance of the said deposit shall be then payable forthwith.

**8 Deposit Bond**

8.1 The delivery of the Bond, on or before the date of this agreement, to the person nominated in the agreement to hold the deposit shall, to the extent of the amount guaranteed under the Bond, be deemed for the purposes of this agreement to be payment of the deposit in accordance with this agreement.

8.2 On completion of this contract, the purchaser shall pay to the vendor, in addition to all other moneys payable under this contract, the amount stipulated in the Bond, either by way of cash or unendorsed bank cheque.

8.3 If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit, then to the extent that the amount has not already been paid by the Guarantor under the Bond, the Purchaser shall forthwith pay the deposit (or so much of it as has not been paid) to the person nominated in this agreement to hold the deposit.

8.4 The Vendor acknowledges that payment by the Guarantor under the Bond shall to the extent of the amount paid, be in satisfaction of the purchaser's obligation to pay the deposit under Clause 8.3 above.

8.5 Clause 16.8 is amended to provide for 6 cheques.

## **9 Requisitions on Title**

The Purchaser agrees that the only form of general Requisitions on Title the Purchaser may make pursuant to Clause 5 shall be in the form of the Requisitions on Title annexed hereto.

## **10 Release of Deposit**

The purchaser acknowledges and hereby authorizes the vendor's agent to release such of the deposit as is required by the vendors for the payment of a deposit and/or stamp duty upon the purchase of other real estate. The Vendor warrants that the said deposit monies will only be paid to any Agent or Solicitors trust account or to the Office of State Revenue pending completion of the vendor's purchase.

## **RESIDENTIAL PROPERTY REQUISITIONS ON TITLE**

**Vendor:**           **Adrian Ross Lockwood**

**Purchaser:**

**Property:**       **24 Garnet Road, PEARL BEACH**

**Dated:**

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### **Possession and tenancies**

- 1      Vacant possession of the property must be given on completion unless the Contract provides otherwise.
- 2      Is anyone in adverse possession of the property or any part of it?
- 3      (a)     What are the nature and provisions of any tenancy or occupancy?  
         (b)     If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.  
         (c)     Please specify any existing breaches.  
         (d)     All rent should be paid up to or beyond the date of completion.  
         (e)     Please provide details of any bond together with the Rental Bond Board's reference number.  
         (f)     If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
- 4      Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the Landlord and Tenant (Amendment) Act 1948.)
- 5      If the tenancy is subject to the Residential Tenancies Act 1987:
  - (a)     has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
  - (b)     have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

### **Title**

- 6      Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
- 7      On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
- 8      When and where may the title documents be inspected?
- 9      Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### **Adjustments**

- 10     All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.

- 11 Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
- (a) to what year has a return been made?
  - (b) what is the taxable value of the property for land tax purposes for the current year?

**Survey and building**

- 12 Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
- 13 Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
- 14
- (a) Have the provisions of the Local Government Act, the Environmental Planning and Assessment Act 1979 and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the Environmental Planning and Assessment Act 1979 for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance under the Home Building Act 1989.
15. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
16. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the Swimming Pools Act 1992?
  - (c) if the swimming pool has been approved under the Local Government Act 1993, please provide details.
  - (d) are there any outstanding notices or orders?
- 17.
- (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the Dividing Fences Act 1991 or the Encroachment of Buildings Act 1922?

### **Affectations**

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

### **Capacity**

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

### **Requisitions and transfer**

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



Information Provided Through  
InfoTrack  
Ph. 1800 738 524  
Fax. 1800 738 533

## Title Search

InfoTrack  
An Approved LPI NSW  
Information Broker

### LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 61/14817

SEARCH DATE	TIME	EDITION NO	DATE
28/7/2015	4:33 PM	6	1/12/2009

LAND

LOT 61 IN DEPOSITED PLAN 14817  
LOCAL GOVERNMENT AREA GOSFORD  
PARISH OF PATONGA COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM DP14817

FIRST SCHEDULE

ADRIAN ROSS LOCKWOOD (T AF159028)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AF159029 MORTGAGE TO BENDIGO AND ADELAIDE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.



I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 26th day of October, 1979

AMENDMENTS OR ADDITIONS NOTED ON PLAN  
IN REGISTRAR GENERAL'S OFFICE.

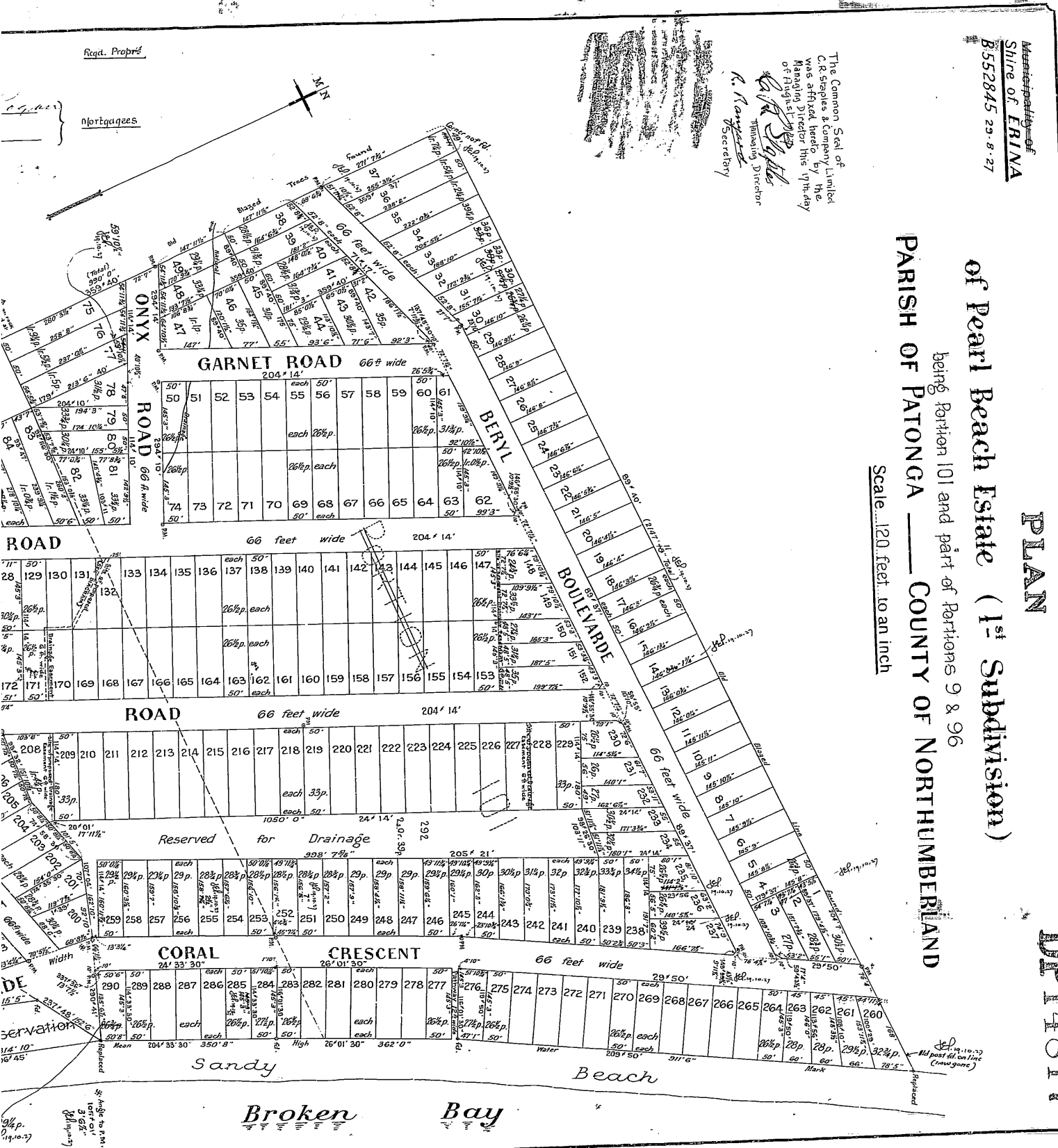
Plan Form No. 1 (for Deposited Plan)

Municipality of  
Shire of ERINA  
B552845 23.8.27

The Common Seal of  
C.R. Staples & Company Limited  
was affixed hereto by the  
Managing Director this 17th day  
of August 1979  
*C.R. Staples*  
Managing Director  
*A. R. Ransford*  
Secretary

**PLAN**  
of Pearl Beach Estate (1<sup>st</sup> Subdivision)  
being Portion 101 and part of Portions 9 & 96  
PARISH OF PATONGA COUNTY OF NORTHUMBERLAND

Scale 120 feet to an inch



I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 26th day of October, 1979

AGREEMENTS OR ADDITIONS NOTED ON PLAN  
IN REGISTRAR GENERAL'S OFFICE.

CONVERSION TABLE ADAPTED FROM REGISTAR GENERAL DE SEDEMANTE		
OP. 16617	FEET INCHES	METRES
1	0 3/4	0.02
1	4 3/8	0.413
1	10	0.56
3	6 1/2	1.08
4	-	1.22
4	3 3/4	1.36
4	10 3/4	1.475
6	3 1/4	1.83
6	7 1/4	2.015
6	11 3/4	2.095
8	-	2.44
8	6 1/2	2.96
9	11 1/2	3.035
10	-	3.05
10	4 1/2	3.15
12	1 1/2	3.28
13	5 1/4	4.085
13	7 1/2	4.185
14	5 1/2	4.405
16	3	4.995
16	10	5.13
17	4	6.285
17	11 1/2	6.475
18	1	6.735
20	1	7.285
23	10 3/4	7.285
25	3 3/4	7.365
25	-	7.65
25	3 3/8	7.895
26	1 1/4	7.985
26	5 3/4	8.07
27	9	8.475
31	2	9.45
32	5 1/2	9.895
35	4 1/2	10.77
35	10 1/4	10.81
36	10 8/75	11.1
36	5 1/2	11.595
39	3	12.015
39	3	12.115
40	10 1/2	12.46
40	8 3/4	12.75
41	10	12.75
42	6 1/2	13.07
42	10 1/2	13.075
43	3 1/4	13.105
43	3 1/4	13.265
43	7 1/2	13.785
44	11 3/4	13.785
45	-	13.715
45	7 1/4	13.9
46	4 1/2	14.15
46	4 1/2	14.275
47	10 1/2	14.35
47	7 1/4	14.57
48	6	14.935
49	9 1/4	15.11
49	9 1/2	15.185
49	10 1/4	15.235
50	11 3/4	15.24
50	0 1/8	15.265
50	1	15.265
50	1 1/8	15.265

[illegible][illegible]

FETI INCHES		METERS	
154	- 1/2	46.94	
155	7 1/4	47.65	
156	9 1/8	47.74	
157	1 1/2	47.80	
158	1 1/2	47.85	
159	6 1/4	47.90	
160	5 1/4	48.0	
161	5 1/4	48.0	
162	5 1/4	48.0	
163	5 1/4	48.0	
164	5 1/4	48.0	
165	5 1/4	48.0	
166	5 1/4	48.0	
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169	5 1/4	48.0	
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186	5 1/4	48.0	
187	5 1/4	48.0	
188	5 1/4	48.0	
189	5 1/4	48.0	
190	5 1/4	48.0	
191	5 1/4	48.0	
192	5 1/4	48.0	
193	5 1/4	48.0	
194	5 1/4	48.0	
195	5 1/4	48.0	
196	5 1/4	48.0	
197	5 1/4	48.0	
198	5 1/4	48.0	
199	5 1/4	48.0	
200	5 1/4	48.0	

CD 14917 CONTINUED		
FEET	INCHES	NET RES
204	7	52.35
205	8	52.39
206	9	52.43
207	10	52.47
208	11	52.51
209	12	52.55
210	1	52.59
211	2	52.63
212	3	52.67
213	4	52.71
214	5	52.75
215	6	52.79
216	7	52.83
217	8	52.87
218	9	52.91
219	10	52.95
220	11	52.99
221	12	53.03
222	1	53.07
223	2	53.11
224	3	53.15
225	4	53.19
226	5	53.23
227	6	53.27
228	7	53.31
229	8	53.35
230	9	53.39
231	10	53.43
232	11	53.47
233	12	53.51
234	1	53.55
235	2	53.59
236	3	53.63
237	4	53.67
238	5	53.71
239	6	53.75
240	7	53.79
241	8	53.83
242	9	53.87
243	10	53.91
244	11	53.95
245	12	53.99
246	1	54.03
247	2	54.07
248	3	54.11
249	4	54.15
250	5	54.19
251	6	54.23
252	7	54.27
253	8	54.31
254	9	54.35
255	10	54.39
256	11	54.43
257	12	54.47
258	1	54.51
259	2	54.55
260	3	54.59
261	4	54.63
262	5	54.67
263	6	54.71
264	7	54.75
265	8	54.79
266	9	54.83
267	10	54.87
268	11	54.91
269	12	54.95
270	1	54.99
271	2	55.03
272	3	55.07
273	4	55.11
274	5	55.15
275	6	55.19
276	7	55.23
277	8	55.27
278	9	55.31
279	10	55.35
280	11	55.39
281	12	55.43
282	1	55.47
283	2	55.51
284	3	55.55
285	4	55.59
286	5	55.63
287	6	55.67
288	7	55.71
289	8	55.75
290	9	55.79
291	10	55.83
292	11	55.87
293	12	55.91
294	1	55.95
295	2	55.99
296	3	56.03
297	4	56.07
298	5	56.11
299	6	56.15
300	7	56.19
301	8	56.23
302	9	56.27
303	10	56.31
304	11	56.35
305	12	56.39
306	1	56.43
307	2	56.47
308	3	56.51
309	4	56.55
310	5	56.59
311	6	56.63
312	7	56.67
313	8	56.71
314	9	56.75
315	10	56.79
316	11	56.83
317	12	56.87
318	1	56.91
319	2	56.95
320	3	56.99
321		

AC	NO	P	S	M
-	24	3/4		526
-	25			527.6
-	26.2			528.7
-	26.2			529.8
-	26.1/2			530.9
-	26	3/4		532.0
-	27	3/4		533.1
-	27	1/4		534.2
-	27	1/4		535.3
-	27	3/4		536.4
-	27	1/2		537.5
-	27	3/4		538.6
-	27	1/4		539.7
-	27	1/4		540.8
-	28	3/4		541.9
-	28	1/2		543.0
-	28	1/4		544.1
-	29	3/4		545.2
-	29	1/4		546.3
-	29	1/2		547.4

AC NO	P	SG M
-	29 5/4	1/22.5
-	30 1/4	1/26.5
-	30 1/2	1/27.5
-	30 1/2	1/71.4
-	51 1/4	7/90.4
-	51 1/2	1/96.7
-	31 3/4	8/93
-	32 3/4	8/99.4
-	32 1/4	8/155.7
-	32 5/4	8/80.5
-	33 1/4	8/81.4
-	33 1/2	8/111.5
-	34 1/2	8/122.6
-	34 3/4	8/78.9
-	35 1/2	8/89.2
-	35 3/4	9/94.2
-	36	9/10.5
-	36 3/4	9/22.5
-	37 1/4	9/42.2
-	39 1/4	9/42.2
-	39 1/2	9/56.1
-	1	10/29.1
-	3/4	10/31
-	1 1/4	10/37
-	1 1/4	10/43
-	1 1/2	10/50
-	1 2 1/4	10/69
-	1 4 3/4	11/32
-	1 5	11/36
-	1 5 1/4	11/44
-	1 5 1/2	11/51
-	1 5 3/4	11/56
-	1 7 1/4	11/95
-	1 7 1/2	12/01
-	1 7 3/4	12/08
-	1 8	12/14
-	1 8 1/4	12/20
-	1 9 1/4	12/46
-	1 10	12/55
-	39	9/60

2

IN REGISTRATION OFFICE  
MEASUREMENTS OR ADDITIONS NOTED ON PLAN  
I, Bruce Richard Davies, Registrar General for New South Wales, certify that this register is a photograph made as a permanent record of a document in my custody this 26th day of October, 1979

DP 14017

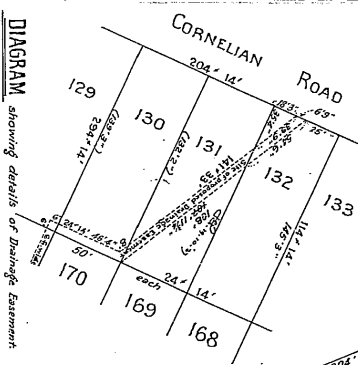
This Plan of Subdivision is Approved by:-

Regd. Proprietor

Mortgages

Permanent Marks (Concrete Blocks) shown thus P.M.  
Covered by Council Clerk's Certificate of  
No. of  
Council Clerk.  
Datum line of Kilmath A-B.

DIAGRAM showing details of Drainage Statement



Public Reservation for  
Reserved  
Hawk's Nest  
Look-out

ROAD

GARNET ROAD

ONX ROAD 66 ft wide

66 feet wide

ROAD

66 feet wide

Reserved for Drainage

CORAL

Broken

It is intended to dedicate the new Roads, Lane & Pathway absolutely to the Public. Restrictive Covenants (if any) will be embodied in the Transfers.  
It is intended to grant to the Council, Statements, for Drainage, over the Strips of Land marked as Strips of Proposed Drainage.

Subscribed and declared before me at Sydney this 4th day of July, A.D. 1927.  
A. G. Davies, Registrar General

Witness my hand and seal this 4th day of July, 1927.

Witness my hand and seal this 4th day of July, 1927.  
A. G. Davies, Registrar General

Licensed Surveyor

July, August 1925.  
August 1926.

\* Added in R.G.O.  
\* Lot No 292 added in  
Reg. Gen. Dept. 20.2.20.



Gosford City Council

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www.facebook.com/GosfordCityCouncil  
www.twitter.com/gosford\_council  
ABN 78 303 458 861

## PLANNING CERTIFICATE

This Planning Certificate is issued in accordance with Section 149 of the *Environmental Planning and Assessment Act, 1979*

Certificate No:	137734
Certificate Date:	29 July 2015
Address:	24 Garnet Road PEARL BEACH
Lot Description:	LOT: 61 DP: 14817
Parish:	Patonga
County:	Northumberland
Assessment No:	203827
Receipt No:	
Parcel No:	5673
Applicants Reference:	CC26309
Applicants Email:	

## Part 2 - Environmental Planning and Assessment Regulation 2000

### 1 NAMES OF RELEVANT PLANNING INSTRUMENTS and DCPS

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

Gosford Local Environmental Plan 2014

#### ***Specific Site State Environmental Planning Policies***

State Environmental Planning Policy No. 71 - Coastal Protection

#### ***General Site State Environmental Planning Policies***

ZONE R2 LOW DENSITY RESIDENTIAL UNDER GOSFORD LOCAL ENVIRONMENTAL PLAN 2014

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (Affordable Rental Housing) 2009

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

State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

State Environmental Planning Policy (Major Development) 2005

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

State Environmental Planning Policy (Housing for Seniors or People with a Disability)

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

State Environmental Planning Policy No. 64 - Advertising and Signage

State Environmental Planning Policy No. 62 - Sustainable Aquaculture

State Environmental Planning Policy No. 55 - Remediation of Land

State Environmental Planning Policy No. 50 - Canal Estate Development

State Environmental Planning Policy No. 44 - Koala Habitat Protection

State Environmental Planning Policy No. 36 - Manufactured Home Estates

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

State Environmental Planning Policy No. 32 - Urban Consolidation (Redevelopment of Urban Land)

State Environmental Planning Policy No. 30 - Intensive Agriculture

State Environmental Planning Policy No. 21 - Caravan Parks

State Environmental Planning Policy No. 19 - Bushland in Urban Areas

Sydney Regional Environmental Plans No. 9 - Extractive Industry (No 2-1995)

- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

Draft State Environmental Planning Policy (Competition) 2010

- (3) The name of each development control plan that applies to the carrying out of development on the land.

Gosford Development Control Plan 2013

## **2 ZONING AND LAND USE UNDER RELEVANT LOCAL ENVIRONMENTAL PLANS**

- (a) to (d) is the zoning of the land and the land use table for each of the zones listed, including existing and proposed Local Environmental Plans in landuse tables.

Zone R2 Low Density Residential under Gosford Local Environmental Plan 2014

PERMITTED WITHOUT CONSENT

Home occupations; Recreation areas

PERMITTED WITH CONSENT

Bed and breakfast accommodation; Boarding houses; Boat sheds; Child care centres; Community facilities; Dwelling houses; Group homes; Home-based child care; Home industries; Hospitals; Neighbourhood shops; Places of public worship; Respite day care centres; Roads; Secondary dwellings; Seniors housing

PROHIBITED

Any development not specified in Permitted without consent or Permitted with consent

- (e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land, if so, the minimum land dimensions so fixed,

No.

- (f) whether the land includes or comprises critical habitat,

None

- (g) whether the land is in a conservation area (however described),

No.

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

No.

## **2A ZONING AND LAND USE UNDER SEPP (SYDNEY REGIONAL GROWTH CENTRES) 2006**

Not applicable



### **3 COMPLYING DEVELOPMENT**

#### **General Housing Code**

Complying development under the General Housing Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

#### **Rural Housing Code**

Complying development under the Rural Housing Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

#### **Housing Alterations Code**

Complying development under the Housing Alterations Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

#### **General Development Code**

Complying development under the General Development Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

#### **Subdivision Code**

Complying development under the Subdivision Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

#### **Demolition Code**

Complying development under the Demolition Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

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

Complying development under the Commercial and Industrial (New Buildings and Additions) Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

#### **Commercial and Industrial Alterations Code**

Complying development under the Commercial and Industrial Alterations Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

#### **Fire Safety Code**

Complying development under the Fire Safety Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

## **4 COASTAL PROTECTION**

The Council has not been notified that by the relevant NSW Government Department that the land is affected by Sections 38 and 39 or Parts 4C, 4D of the Coastal Protection Act, 1979.

Further Council has not been notified that annual charges apply under 4B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works.

### **4A Information relating to beaches and coasts**

- (1) whether an order has been made under part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.

No.

- (2) (a) whether the council has been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and

(b) if works have been so placed - whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

None.

### **4B Annual Charges for coastal protection services under *Local Government Act 1993***

None

## **5 MINE SUBSIDENCE**

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of The Mine Subsidence Compensation Act, 1961.

## **6 ROAD WIDENING AND ROAD RE-ALIGNMENT**

Whether or not the land is affected by any road widening or road alignment.

The land is not affected by Road Widening Proposals.

## **7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS**

***(No, unless a message is listed below)***

Chapter 6.4 of Gosford Development Control Plan (Geotechnical Requirements) applies to the land and the land may be subject to slip. When considering a development application, each circumstance will be considered and development may be restricted.

## **7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION**

Is development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling house or residential flat buildings (excluding group homes or seniors housing) subject to flood related development controls.

No.

Is development on the land or part of the land for any other purpose subject to flood related development controls.

No.

## **8 LAND RESERVED FOR ACQUISITION**

No.

## **9 CONTRIBUTION PLANS**

None.

## **9A BIODIVERSITY CERTIFIED LAND**

Is the land biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*)?

No.

## **10 BIOBANKING AGREEMENTS**

Is land to which a biobanking agreement under Part 7A of the *Threatened Special Conservation Act 1995* relates.

No.

## **11 BUSHFIRE PRONE LAND**

All or part of the land is shown as bush fire prone on Council's records. Further details of any applicable restrictions on development of the land may be obtained from the Duty Building Surveyor on (02) 4325 8222.

## **12 PROPERTY VEGETATION PLANS**

Has Council been notified by the person or body that approved the plan that the land is land to which a property vegetation plan under the *Native Vegetation Act 2003* applies?

No.

## **13 ORDERS UNDER TREES (DISPUTE BETWEEN NEIGHBOURS) ACT 2006**

Has Council been notified that an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land?

No.

**14 DIRECTIONS UNDER PART 3A**

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

No.

**15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING**

**15(a) IS COUNCIL AWARE OF A CURRENT SITE COMPATIBILITY CERTIFICATE (SENIORS HOUSING) IN RESPECT OF PROPOSED DEVELOPMENT ON THE LAND?**

*If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies.*

No.

**15(b) ARE THERE ANY CONDITIONS IMPOSED BY A CONSENT AUTHORITY IN TERMS OF CLAUSE 18 (2) OF STATE ENVIRONMENTAL PLANNING POLICY (HOUSING FOR SENIORS OR PEOPLE WITH A DISABILITY) 2004 AFTER 11 OCTOBER 2007?**

No.

**16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE**

No.

**17 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

**17(1) IS COUNCIL AWARE OF A CURRENT SITE COMPATIBILITY CERTIFICATE (AFFORDABLE RENTAL HOUSING) IN RESPECT OF PROPOSED DEVELOPMENT ON THE LAND?**

No.

**17(2) ARE THERE ANY CONDITIONS IMPOSED BY A CONSENT AUTHORITY IN TERMS OF CL 17 (1) OR 37 (1) OF STATE ENVIRONMENTAL PLANNING POLICY (AFFORDABLE RENTAL HOUSING) 2009?**

No.

**18 PAPER SUBDIVISION INFORMATION**

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

None

- (2) The date of any subdivision order that applies to the land.

Nil

## 19 SITE VERIFICATION CERTIFICATE

There is no current site verification certificate, of which the Council is aware in respect of the land.

### Note

#### 1 **CONTAMINATED LAND MANAGEMENT ACT 1997 NOTICES UNDER SECTION 59(2)**

- (a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No.

- (b) that the land to which the certificate relates is subject to a management order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No.

- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,

No.

- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No.

- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No.

#### 2 **NATION BUILDING AND JOB PLAN (STATE INFRASTRUCTURE DELIVERY) ACT 2009 EXEMPTION UNDER SECTION 23 OR AUTHORISATION UNDER SECTION 24 OF THE ACT.**

No.

**The following additional information is issued under Section 149(5) of the *Environmental Planning and Assessment Act, 1979***

Council has fixed a foreshore building line on all lands fronting any harbour, bay, ocean, lake, estuary, lagoon or tidal river and creek.

If this land adjoins land or roads over which there is an easement for services to drain water, to drain sewage or where services, drainage, sewerage or other utilities have been installed and easements have not been created, foundations may be required such as will ensure the stability of any improvements on the subject land against any influence from use of the easement or installations over the adjoining land or roads.

**Note: This Certificate is issued without Alteration and Erasure.**

---



Telephone (02) 4325 8222

Please Quote 21188526  
Sandra Gallagher  
30 July 2015

Gosford City Council

49 Mann Street (PO Box 21)  
Gosford NSW 2250  
DX 7211 Gosford

Telephone: 02 4325 8222  
goscity@gosford.nsw.gov.au  
gosford.nsw.gov.au  
facebook.com/GosfordCityCouncil  
twitter.com/gosford\_council

ABN: 78 303 458 861

InfoTrack Pty Ltd  
GPO Box 4029  
SYDNEY NSW 2001  
ecertificates@infotrack.com.au

Dear Sir/Madam,

**Your Ref:** CC26309  
**Property:** LOT: 61 DP: 14817 24 Garnet Road PEARL BEACH

Council acknowledges receipt of your application for a sewer mains (external) diagram and/or drainage (internal) diagram for the above property.

Attached is a copy of the diagram/s requested.

Please note that the diagram/s provided is/are not to scale.

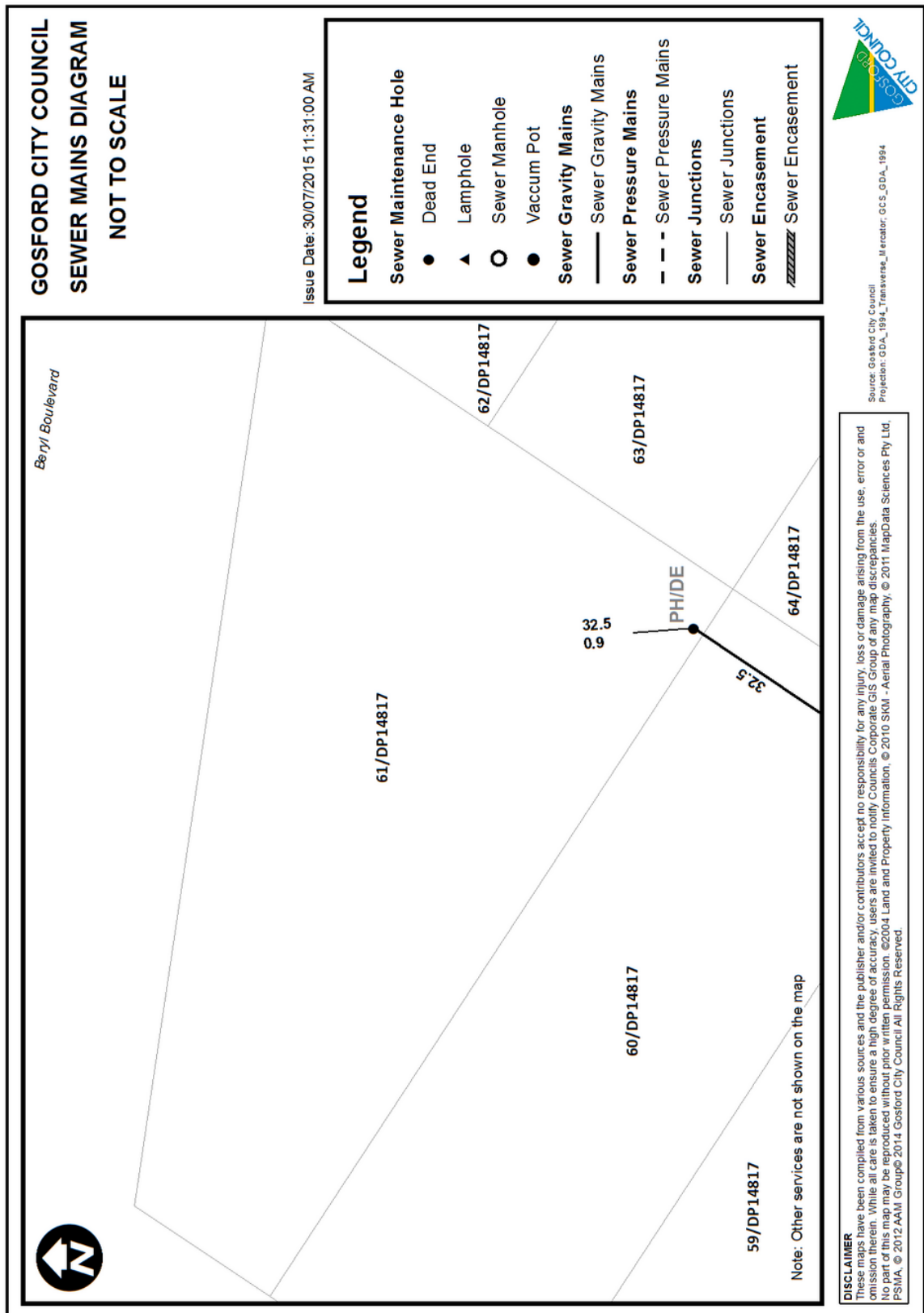
The location of the drainage lines are approximates only. If you wish to establish the exact location of a sewer main or property service line, an investigation is required, at the owner/s expense.

If you require written confirmation that the building/structure has been constructed over a sewer main with Council approval, a written request is required. Please address the request to: Gosford City Council, Attention: Water & Sewerage Engineering Assessment Officer. Please note: a scheduled fee applies to this request.

Yours sincerely

A handwritten signature in black ink, appearing to be "Sandra Gallagher".

Administration Assistant  
**Regulatory Services**

**LOT: 61 DP: 14817 24 Garnet Road PEARL BEACH**



## 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.

## 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.

## 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.

For example, as purchaser you should be satisfied that finance will be available at the time of completing the purchase (even if settlement might occur many months after signing this contract – in particular, if you are buying off the plan).

## 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.

**WARNING  
SMOKE ALARMS**

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  - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in; or
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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.

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>	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
<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>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> );
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in section 4 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>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ,
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and drawn on its own funds by – <ul style="list-style-type: none"> <li>• a <i>bank</i>; or</li> <li>• a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; or</li> </ul>
<i>solicitor</i>	if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other <i>cheque</i> ; in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>terminate</i>	terminate this contract for breach;
<i>vendor duty</i>	vendor duty imposed under Chapter 4 of the Duties Act 1997;
<i>within</i>	in relation to a period, at any time before or during the period;
<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.

## 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 only by unconditionally giving cash (up to \$2,000) or 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 and 3 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 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*, credit union or permanent building society, 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 Payment of vendor duty out of the deposit

- 3.1 This clause applies only if this contract says the deposit can be used to pay vendor duty.
- 3.2 If the amount held by the *depositholder* (disregarding the value of any bond or guarantee) exceeds the amount of *vendor duty*, the *parties* direct the *depositholder* to release the amount of *vendor duty* on the following terms -
  - 3.2.1 the *depositholder* is to draw a *cheque* ("the vendor duty cheque") in favour of the Office of State Revenue and in a form acceptable to the Office of State Revenue for payment of *vendor duty*;
  - 3.2.2 the *depositholder* is not to draw that *cheque* earlier than 14 days before the completion date; and
  - 3.2.3 the receipt of a letter from the vendor's *solicitor* requesting the vendor duty cheque will be sufficient authority for the *depositholder* to draw and release that cheque.
- 3.3 The vendor's *solicitor* will use the vendor duty cheque for the sole purpose of payment of the *vendor duty* relating to this transaction.
- 3.4 If this contract is not completed in circumstances that there is, or may be, no liability for *vendor duty* -
  - 3.4.1 if the vendor duty cheque has been forwarded to the vendor's *solicitor* but has not been used to pay *vendor duty*, that cheque must be returned immediately to the *depositholder* for cancellation;
  - 3.4.2 if the vendor duty cheque has been used to pay *vendor duty* -
    - the amount of *vendor duty* is repayable upon demand;
    - the vendor must lodge an application for refund of *vendor duty*; and
    - the vendor irrevocably authorises the Office of State Revenue to pay to the *depositholder* the refund of *vendor duty*;
  - 3.4.3 each *party* must do whatever else is necessary to ensure that the *party* whose funds were used to pay *vendor duty* receives the refund; and
  - 3.4.4 rights under this clause continue even if the contract has been *rescinded* or *terminated*.

## 4 Transfer

- 4.1 *Normally*, the purchaser must *serve* the form of transfer at least 14 days before the completion date.
- 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.
- 4.5 If this sale is exempt from *vendor duty* -
  - 4.5.1 the vendor can (but does not have to) *serve* an application for exemption from *vendor duty* in the form satisfactory to the Office of State Revenue *within 7 days* after the contract date;
  - 4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is *served* on the contract date; and
  - 4.5.3 if the vendor complies with clause 4.5.1 -
    - the purchaser must have the form of transfer marked by the Office of State Revenue in relation to *vendor duty* before *serving* the form of transfer; and
    - on completion the vendor must pay to the purchaser \$33.

## 5 Requisitions

- If the purchaser is or becomes entitled to make a *requisition*, the purchaser can make it only by *serving* it -
  - 5.1 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 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
  - 5.3 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 *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion -

- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay -
  - 7.1.1 the total amount claimed exceeds 5% of the price;
  - 7.1.2 the vendor *serves* notice of intention to *rescind*; and
  - 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed -
  - 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
  - 7.2.2 the amount held is to be invested in accordance with clause 2.9;
  - 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
  - 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
  - 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held; 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.

## 8 Vendor's right to rescind

The vendor can *rescind* if -

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -
  - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
  - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
  - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
  - 10.1.4 any change in the *property* due to fair wear and tear before completion;
  - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
  - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
  - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
  - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
  - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage 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 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 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, pay an expense of another party or pay an amount 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 amount; but
  - 13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding 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 completion date, 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, 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.

## 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 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 adjust 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 Completion date

The *parties* must complete by the completion date 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 the purchaser 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*, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to 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 mentioned in Schedule J of the Supreme Court Rules 1970.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

## 19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right -

- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* -

- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

## 20 Miscellaneous

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

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is

- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by 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, and 17 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* includes a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on page 1) 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 clause 2 (deposit).
- 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**
- 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 -
- 'change', in relation to a scheme, means -
- a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified 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;
- 'common property' includes association property for the scheme or any higher scheme;
- 'contribution' includes an amount payable under a by-law;
- '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;
- 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 'the *property*' includes any interest in common property for the scheme associated with the lot;
- '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 sinking 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.
- 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 levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
- 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
- 23.6.3 the purchaser is liable for all other contributions levied 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.
- 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.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot 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* a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.



- 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.
- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 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.
- 23.18 If a general meeting of the owners corporation is convened before completion -
- 23.18.1 it the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
  - 23.18.2 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 -
    - any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
    - a disclosure statement required by the Act 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 Act.
- 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;
    - 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; and
  - 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 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 to the tenant 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.
- 24.5 Rights under this clause continue after completion, whether or not other rights continue.

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

- 27.1 This clause applies only if the land (or part of it) 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 completion date becomes the later of the completion date 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.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to a 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;
- 29.7.3 the completion date becomes the later of the completion date 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;
  - 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 completion date becomes the later of the completion date 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.