

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Oxford Agency 40 Flinders Street, Darlinghurst NSW 2010	phone: 02 9331 2180 email: matt@oxfordagency.com.au ref: Matt Marano
co-agent		
vendor	TRACY LAM AND NATHANAE LACHLAN JOHNSTONE	
vendor's solicitor	A.B. Mezzanotte Lawyers Unit 10 30 Nelson St Fairfield NSW 2165	phone: (02) 9755 9711 email: david@mezzanottelawyers.com.au ref: JOHNSTONE & LAM
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	804 ELIZABETH ST WATERLOO NSW 2017 Lot 17 DEPOSITED PLAN 236978 Folio Identifier 17/236978	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____ Vendor</p> <p>_____ Vendor</p>	<p>Signed by</p> <p>_____ Purchaser</p> <p>_____ Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>	<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>

Choices

Vendor agrees to accept a **deposit-bond** NO yes

Nominated Electronic Lodgment Network (ELN) (clause 4)

Manual transaction (clause 30)

NO yes

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

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

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

Purchaser must make an **GSTRW payment**

NO yes (if yes, vendor must provide details)

(GST residential withholding payment)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input checked="" type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract Other <input type="checkbox"/> 60
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

<p>APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services</p>	<p>NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority</p>
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

- 1.1 In this contract, these terms (in any form) mean –
- | | |
|-------------------------------|---|
| <i>adjustment date</i> | the earlier of the giving of possession to the purchaser or completion; |
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>authorised Subscriber</i> | a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8; |
| <i>bank</i> | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union; |
| <i>business day</i> | any day except a bank or public holiday throughout NSW or a Saturday or Sunday; |
| <i>cheque</i> | a cheque that is not postdated or stale; |
| <i>clearance certificate</i> | a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion; |
| <i>completion time</i> | the time of day at which completion is to occur; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>deposit-bond</i> | a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> ● the issuer; ● the expiry date (if any); and ● the amount; |
| <i>depositholder</i> | vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent); |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>document of title</i> | document relevant to the title or the passing of title; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |
| <i>FRCGW percentage</i> | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017); |
| <i>FRCGW remittance</i> | a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ; |
| <i>GST Act</i> | A New Tax System (Goods and Services Tax) Act 1999; |
| <i>GST rate</i> | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000); |
| <i>GSTRW payment</i> | a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>); |
| <i>GSTRW rate</i> | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not); |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>legislation</i> | an Act or a by-law, ordinance, regulation or rule made under an Act; |
| <i>manual transaction</i> | a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ; |
| <i>normally</i> | subject to any other provision of this contract; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>party</i> | each of the vendor and the purchaser; |
| <i>property</i> | the land, the improvements, all fixtures and the inclusions, but not the exclusions; |
| <i>planning agreement</i> | a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; |

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

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

13 Goods and services tax (GST)

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

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
 27.4 If consent is refused, either *party* can *rescind*.
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
 27.6 If consent is not given or refused –
 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
 27.7.1 under a *planning agreement*; or
 27.7.2 in the Western Division.
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
 28.3 If the plan is not registered *within that time* and in that manner –
 28.3.1 the purchaser can *rescind*; and
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
 29.7 If the *parties* can lawfully complete without the event happening –
 29.7.1 if the event does not happen *within the time* for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 • either *party* *serving* notice of the event happening;
 • every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 • the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
 - 32.3.2 the claim for compensation is not a claim under this contract.

804 ELIZABETH ST WATERLOO NSW 2017

Conditions of sale by auction

If the *property* is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 13 of the *Property, Stock and Business Agents Regulation 2014* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

Additional clauses forming part of this contract

32 Alterations to printed form

32.1 Clause 7.1.1 of this contract is amended by deleting the words '5% of the price' and inserting '\$1' in their place.

33 Whole agreement

In entering into this contract, the purchaser does not rely upon any warranty, representation or statement (whether oral or written) made or published by the vendor or by any person on behalf of the vendor or otherwise except such as are expressly made in this contract.

34 Real estate agents

The purchaser was not introduced to the *property* or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent or co-agent, if any, specified in this contract). The purchaser will indemnify the vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the purchaser and against all claims and expenses for the defence and determination of such a claim made against the vendor. This right continues after completion.

35 Notice to complete

Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete under this contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.

36 Condition of *property*

The purchaser accepts the *property* in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in this regard.

37 Capacity

37.1 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either *party* at law or in equity had this clause not been included, if either *party* (and if more than one person comprises that first *party* then any one of them) prior to completion:

37.1.1 dies or becomes mentally ill, then the other *party* may *rescind* this contract by written notice to the first *party's* *solicitor* and thereupon this contract will be at an end and the provisions of clause 19 apply; or

37.1.2 being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first *party* will be in default under this contract.

37.2 The purchaser warrants that the purchaser has the legal capacity to enter into this contract.

38 Late completion

Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor's default) on or before the Completion date then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion of this contract pay to the vendor interest on the balance of the purchase price at the rate of twelve per cent per annum calculated on daily balances, commencing on the Completion date and continuing until completion of this contract. Further, if this contract is not completed for any reason (other than the vendor's default) on or before the Completion date then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion of this contract pay to the vendor the sum of three hundred and thirty dollars (\$330.00) to cover legal costs and other expenses incurred as a consequence of the delay. It is agreed that the interest and legal costs referred to in this clause are genuine pre-estimates of those additional expenses, to be allowed by the defaulting party as an additional adjustment on completion.

39 Swimming pool

The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* if the swimming pool on the *property* does not comply with the requirements of the Swimming Pools Act 1992.

40 GST

The purchaser warrants that the *property* will be used predominantly for residential accommodation. The purchaser will indemnify the vendor against any liability to pay GST arising from breach of this warranty. This right continues after completion.

41 The Purchaser takes title subject to the existing water, sewerage, gas and electric light installations and services, if any, and no obligation shall be taken and no requisition made by the Purchaser in respect of such installations and services on the ground that any concessions are made through other properties and that no rights or easements in respect of such installations and services exist or that such rights or easements cannot be obtained or in respect of any defects in such sewerage main or any underground or surface storm water drain or any gas or electric light installations and service pass through over or under the subject land should any manhole or vent be on the subject land.

42 The Purchaser shall not be entitled to require the Vendor prior to settlement to register any discharge of any mortgage or withdrawal of caveat affecting the said land but will accept on settlement a properly executed discharge of any such property hereby sold together with the appropriate registration fee therefore.

43 Without in any matter negating, limiting or restricting any rights or remedies which would have been available to the Vendor at law or in equity had this clause not been included herein, should the purchaser or if more than one should one of the purchasers prior to completion become bankrupt die or become mentally ill or being a company he would up or go into liquidation then the vendor may rescind this agreement by notice in writing forwarded to the solicitor named as the purchaser's solicitor in this contract or to the purchaser's legal representatives at the address shown hereon and thereupon this agreement shall be at an end and the provisions of Clause 19 shall apply.

44 Release of Deposit

The purchaser hereby agrees that should the vendor so require the purchaser will release the deposit paid herein to the Vendor on condition that such monies are used by the Vendor as a deposit to purchase another property and the payment of stamp duty and disbursements associated with such purchase. No further authority or consent will be required from the Purchaser other than as contained in this special condition.

45 Guarantee

GUARANTEE

- 45.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this contract.
- 45.2 The word *guarantor* means the two directors of the purchaser or, if the purchaser is a sole director/secretary corporation, the sole director/secretary.
- 45.3 If the guarantor has not signed this clause, the vendor may *terminate* this contract by serving a notice, but only *within* 14 days after the contract date.
- 45.4 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:
- 45.4.1 payment of all money payable by the purchaser under this contract; and
 - 45.4.2 the performance of all of the purchaser's other obligations under this contract.
- 45.5 The guarantor:
- 45.5.1 indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and
 - 45.5.2 must pay on demand any money due to the vendor under this indemnity.
- 45.6 The guarantor is jointly and separately liable with the purchaser to the vendor for:
- 45.6.1 the performance by the purchaser of its obligations under this contract; and
 - 45.6.2 any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.
- 45.7 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- 45.8 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- 45.9 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- 45.9.1 the granting of any time, waiver, covenant not to sue or other indulgence;
 - 45.9.2 the release or discharge of any person;
 - 45.9.3 an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
 - 45.9.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
 - 45.9.5 payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - 45.9.6 the winding up of the purchaser.
- 45.10 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.
- 45.11 This clause operates as a Deed between the vendor and the guarantor.

EXECUTED as a Deed.

SIGNED SEALED & DELIVERED by a
Director of the purchaser in the presence of:

.....
Signature of Witness

.....
Signature of Director

.....
Name of Witness

SIGNED SEALED & DELIVERED by a
Director of the purchaser in the presence of:

.....
Signature of Witness

.....
Signature of Director

.....
Name of Witness

Cooling-off certificate

I, _____

of _____

in the State of New South Wales, Solicitor/Barrister certify as follows:-

- (a) I am a Solicitor/Barrister currently admitted to practise in New South Wales.
- (b) I am giving this certificate in accordance with Section 66W of the Conveyancing Act, 1919 with reference to a contract for the sale of property known as _____
from _____
as vendor to _____

as purchaser in order that there is no cooling-off period in relation to that contract.

- (c) I do not act for the vendor and am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.

- (d) I have explained to _____

the purchaser:

- (i) the effect of the contract for the purchase of that property;
- (ii) the nature of this certificate;
- (iii) the effect of giving this certificate to the vendor, that is, there is no cooling-off period in relation to the contract.

Dated:

Signed: _____



FOLIO: 17/236978

SEARCH DATE	TIME	EDITION NO	DATE
9/1/2025	1:09 PM	8	7/8/2018

LAND

LOT 17 IN DEPOSITED PLAN 236978
AT WATERLOO
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP236978

FIRST SCHEDULE

TRACY LAM
NATHANAEL LACHLAN JOHNSTONE
AS JOINT TENANTS (T AN563324)

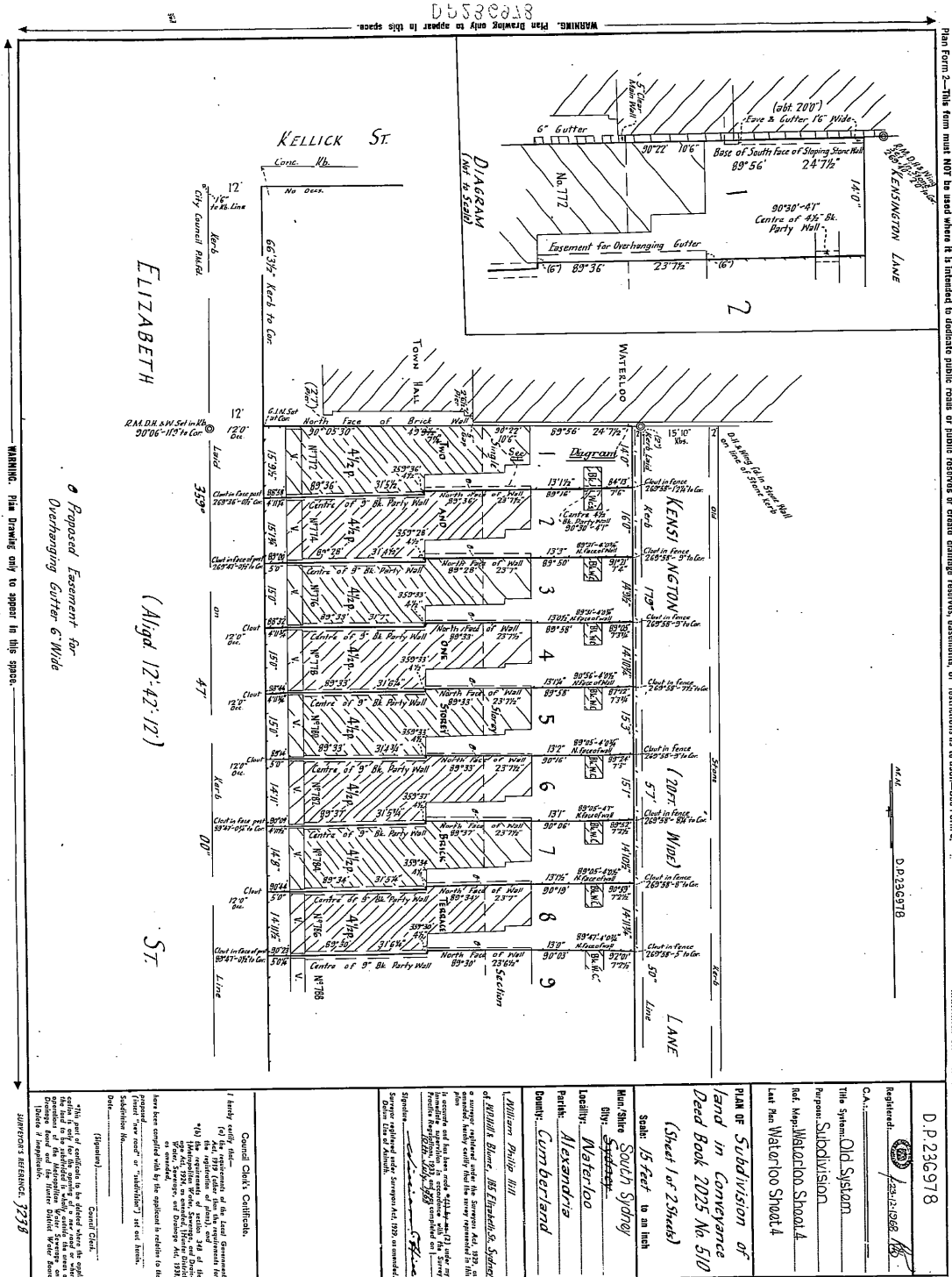
SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 Q266927 CROSS EASEMENTS (S.181B CONVEYANCING ACT, 1919)
AFFECTING THE PARTY WALL ON THE COMMON BOUNDARY OF
LOTS 17 AND 18 IN DP236978
- 3 S226891 RESTRICTION ON USER (S.27E(6) MAIN ROADS ACT, 1924)
AFFECTING THE PART OF THE LAND ABOVE DESCRIBED BEING
LOT 3 IN DP252608
- 4 AN563325 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



Plan Form 2-Title form must NOT be used where it is intended to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to user - See Form 3.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

D.P. 236978

D.P. 236978

Registered: 12/12/1988

C.A.: ...

The System: Old System

Proposed Subdivision

Lot: Waterloo Lane

Lot: Waterloo Lane

PLAN OF Subdivision of land in Conveyance Deed Book 2025 No 510 (Sheet 1 of 2 sheets)

Scale: 1/5 feet to an inch

Muni: South Sydney

City: Matricolo

Locality: Alexandria

Parish: Cumberland

County: Cumberland

William Phillip Hill

of the Surveyor-General, New South Wales, Sydney

is a surveyor, employed under the Surveyors Act, 1920, as amended, and is a duly qualified and duly sworn surveyor, and he has surveyed the land hereinafter described in accordance with the Surveyors Act, 1920, as amended, and he certifies that the survey represented in this plan is a true and correct survey of the land hereinafter described.

Surveyors registered under the Surveyors Act, 1920, as amended, whose names are on the list of Surveyors published by the Registrar-General, New South Wales, Sydney, are: ...

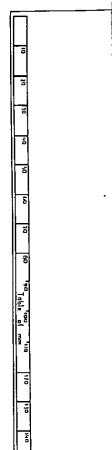
Lot	Area (sq ft)	Area (sq m)
1	1,172	0.013
2	374	0.013
3	374	0.013
4	1,172	0.013
5	1,172	0.013
6	1,172	0.013
7	1,172	0.013
8	1,172	0.013
9	1,172	0.013

Grand Clerk's Certificate

I hereby certify that ...

Witness my hand and the seal of the Registrar-General for New South Wales, Sydney, this 15th day of July, 1977

I, Grace Richard Davies, Registrar-General for New South Wales, certify that this is a true and correct copy of the original plan as registered in my custody this 15th day of July, 1977



CONVERSION TABLE ADDED IN REGISTERAL GENERAL'S DEPARTMENT

DP 236978 SH 1/2

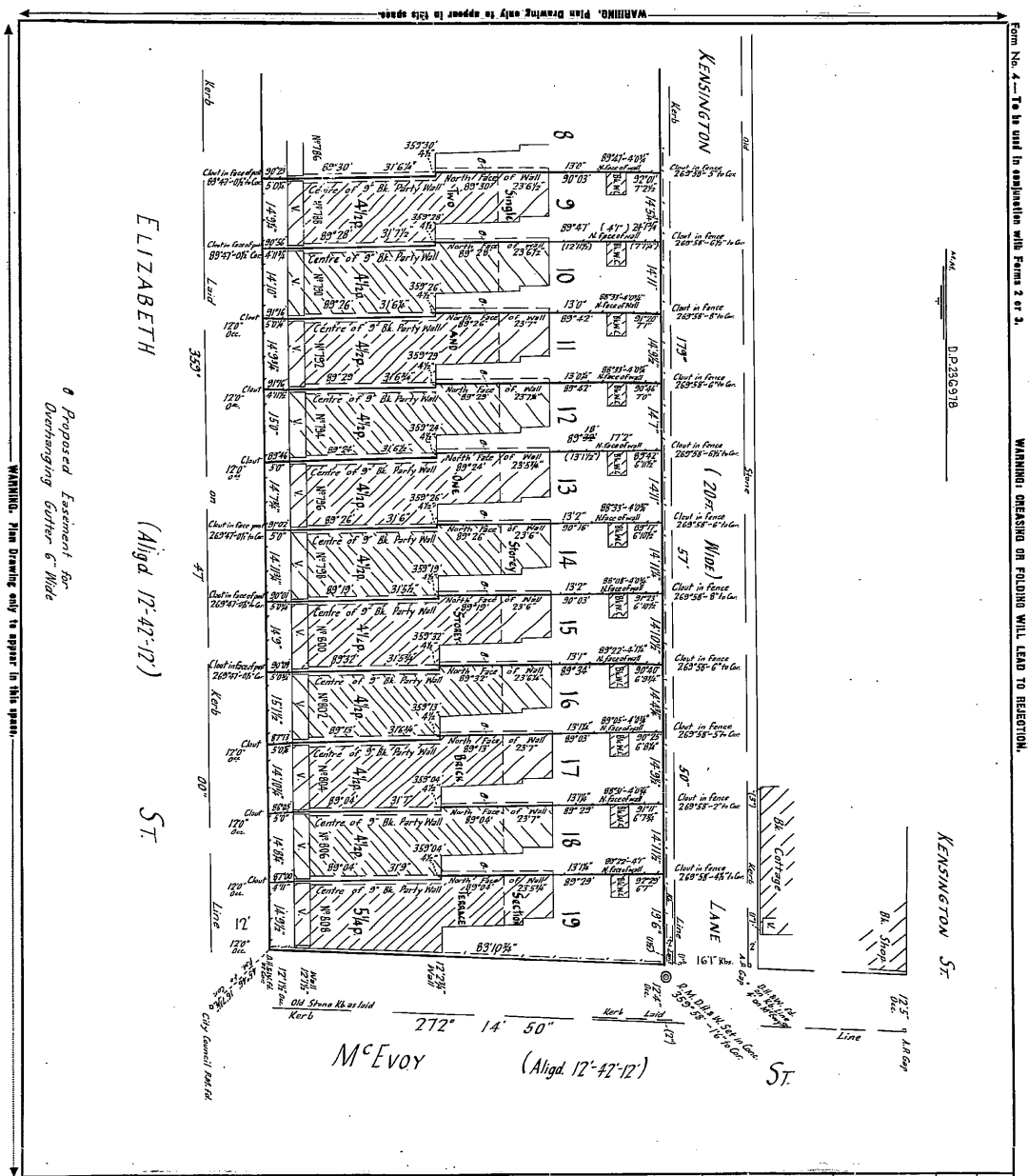
FEET INCHES	METRES
0 1/2	0.013
0 3/4	0.019
1 0	0.030
1 1/4	0.038
1 1/2	0.046
1 3/4	0.053
2 0	0.061
2 1/4	0.069
2 1/2	0.076
2 3/4	0.084
3 0	0.091
3 1/4	0.099
3 1/2	0.107
3 3/4	0.114
4 0	0.122
4 1/4	0.130
4 1/2	0.138
4 3/4	0.145
5 0	0.152
5 1/4	0.160
5 1/2	0.168
5 3/4	0.175
6 0	0.183
6 1/4	0.191
6 1/2	0.198
6 3/4	0.206
7 0	0.213
7 1/4	0.221
7 1/2	0.229
7 3/4	0.236
8 0	0.244
8 1/4	0.252
8 1/2	0.260
8 3/4	0.267
9 0	0.275
9 1/4	0.283
9 1/2	0.291
9 3/4	0.298
10 0	0.306

CONVERSION TABLE ADDED IN REGISTERAL GENERAL'S DEPARTMENT

DP 236978 SH 1/2 CONTD

AC RD P	SQ M
1	11.34
2	22.68
3	34.02
4	45.36
5	56.70
6	68.04
7	79.38
8	90.72
9	102.06
10	113.40

81232590



WARNING, Plan Drawing only to appear in this space.

WARNING, CEASING OR FOLDING WILL LEAD TO REJECTION.

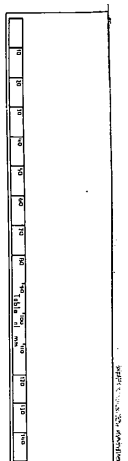
Form No. 4 - To be used in conjunction with Form 2 of 3.

D.P.236978

REGISTERED: *[Signature]*

This is Sheet... of any plan in...
 Sheets shown...
 Survey registered under Survey Act, 1925, at number...
 This is Sheet... of the plan of...
 Sheets covered by my Certificate No...
 Council Clerk.

Scale: 1/5 Feet to an inch



I, Bruce Richard Davies, Registrar General for New South Wales, certify that the above is a true and correct copy of the plan as recorded in a document, 1992, of the said File 1811/419 of 21/1/1977.

[Signature]

CONVERSION TABLE ADDED IN REGISTAR GENERAL'S DEPARTMENT	
DP 236978 SH 2/2	SH 2/2
FEET INCHES	METRES
0 1/2	0.13
1 1/2	0.25
2 1/2	0.38
3 1/2	0.51
4 1/2	0.64
5 1/2	0.77
6 1/2	0.90
7 1/2	1.03
8 1/2	1.16
9 1/2	1.29
10 1/2	1.42
11 1/2	1.55
12 1/2	1.68
13 1/2	1.81
14 1/2	1.94
15 1/2	2.07
16 1/2	2.20
17 1/2	2.33
18 1/2	2.46
19 1/2	2.59
20 1/2	2.72
21 1/2	2.85
22 1/2	2.98
23 1/2	3.11
24 1/2	3.24
25 1/2	3.37
26 1/2	3.50
27 1/2	3.63
28 1/2	3.76
29 1/2	3.89
30 1/2	4.02
31 1/2	4.15
32 1/2	4.28
33 1/2	4.41
34 1/2	4.54
35 1/2	4.67
36 1/2	4.80
37 1/2	4.93
38 1/2	5.06
39 1/2	5.19
40 1/2	5.32
41 1/2	5.45
42 1/2	5.58
43 1/2	5.71
44 1/2	5.84
45 1/2	5.97
46 1/2	6.10
47 1/2	6.23
48 1/2	6.36
49 1/2	6.49
50 1/2	6.62
51 1/2	6.75
52 1/2	6.88
53 1/2	7.01
54 1/2	7.14
55 1/2	7.27
56 1/2	7.40
57 1/2	7.53
58 1/2	7.66
59 1/2	7.79
60 1/2	7.92
61 1/2	8.05
62 1/2	8.18
63 1/2	8.31
64 1/2	8.44
65 1/2	8.57
66 1/2	8.70
67 1/2	8.83
68 1/2	8.96
69 1/2	9.09
70 1/2	9.22
71 1/2	9.35
72 1/2	9.48
73 1/2	9.61
74 1/2	9.74
75 1/2	9.87
76 1/2	10.00
77 1/2	10.13
78 1/2	10.26
79 1/2	10.39
80 1/2	10.52
81 1/2	10.65
82 1/2	10.78
83 1/2	10.91
84 1/2	11.04
85 1/2	11.17
86 1/2	11.30
87 1/2	11.43
88 1/2	11.56
89 1/2	11.69
90 1/2	11.82
91 1/2	11.95
92 1/2	12.08
93 1/2	12.21
94 1/2	12.34
95 1/2	12.47
96 1/2	12.60
97 1/2	12.73
98 1/2	12.86
99 1/2	12.99
100 1/2	13.12

CONVERSION TABLE ADDED IN REGISTAR GENERAL'S DEPARTMENT	
DP 236978 SH 2/2 CONV'D	SH 2/2 CONV'D
FEET INCHES	METRES
2 1/2	0.76
3 1/2	1.07
4 1/2	1.38
5 1/2	1.69
6 1/2	2.00
7 1/2	2.31
8 1/2	2.62
9 1/2	2.93
10 1/2	3.24
11 1/2	3.55
12 1/2	3.86
13 1/2	4.17
14 1/2	4.48
15 1/2	4.79
16 1/2	5.10
17 1/2	5.41
18 1/2	5.72
19 1/2	6.03
20 1/2	6.34
21 1/2	6.65
22 1/2	6.96
23 1/2	7.27
24 1/2	7.58
25 1/2	7.89
26 1/2	8.20
27 1/2	8.51
28 1/2	8.82
29 1/2	9.13
30 1/2	9.44
31 1/2	9.75
32 1/2	10.06
33 1/2	10.37
34 1/2	10.68
35 1/2	10.99
36 1/2	11.30
37 1/2	11.61
38 1/2	11.92
39 1/2	12.23
40 1/2	12.54
41 1/2	12.85
42 1/2	13.16
43 1/2	13.47
44 1/2	13.78
45 1/2	14.09
46 1/2	14.40
47 1/2	14.71
48 1/2	15.02
49 1/2	15.33
50 1/2	15.64
51 1/2	15.95
52 1/2	16.26
53 1/2	16.57
54 1/2	16.88
55 1/2	17.19
56 1/2	17.50
57 1/2	17.81
58 1/2	18.12
59 1/2	18.43
60 1/2	18.74
61 1/2	19.05
62 1/2	19.36
63 1/2	19.67
64 1/2	19.98
65 1/2	20.29
66 1/2	20.60
67 1/2	20.91
68 1/2	21.22
69 1/2	21.53
70 1/2	21.84
71 1/2	22.15
72 1/2	22.46
73 1/2	22.77
74 1/2	23.08
75 1/2	23.39
76 1/2	23.70
77 1/2	24.01
78 1/2	24.32
79 1/2	24.63
80 1/2	24.94
81 1/2	25.25
82 1/2	25.56
83 1/2	25.87
84 1/2	26.18
85 1/2	26.49
86 1/2	26.80
87 1/2	27.11
88 1/2	27.42
89 1/2	27.73
90 1/2	28.04
91 1/2	28.35
92 1/2	28.66
93 1/2	28.97
94 1/2	29.28
95 1/2	29.59
96 1/2	29.90
97 1/2	30.21
98 1/2	30.52
99 1/2	30.83
100 1/2	31.14

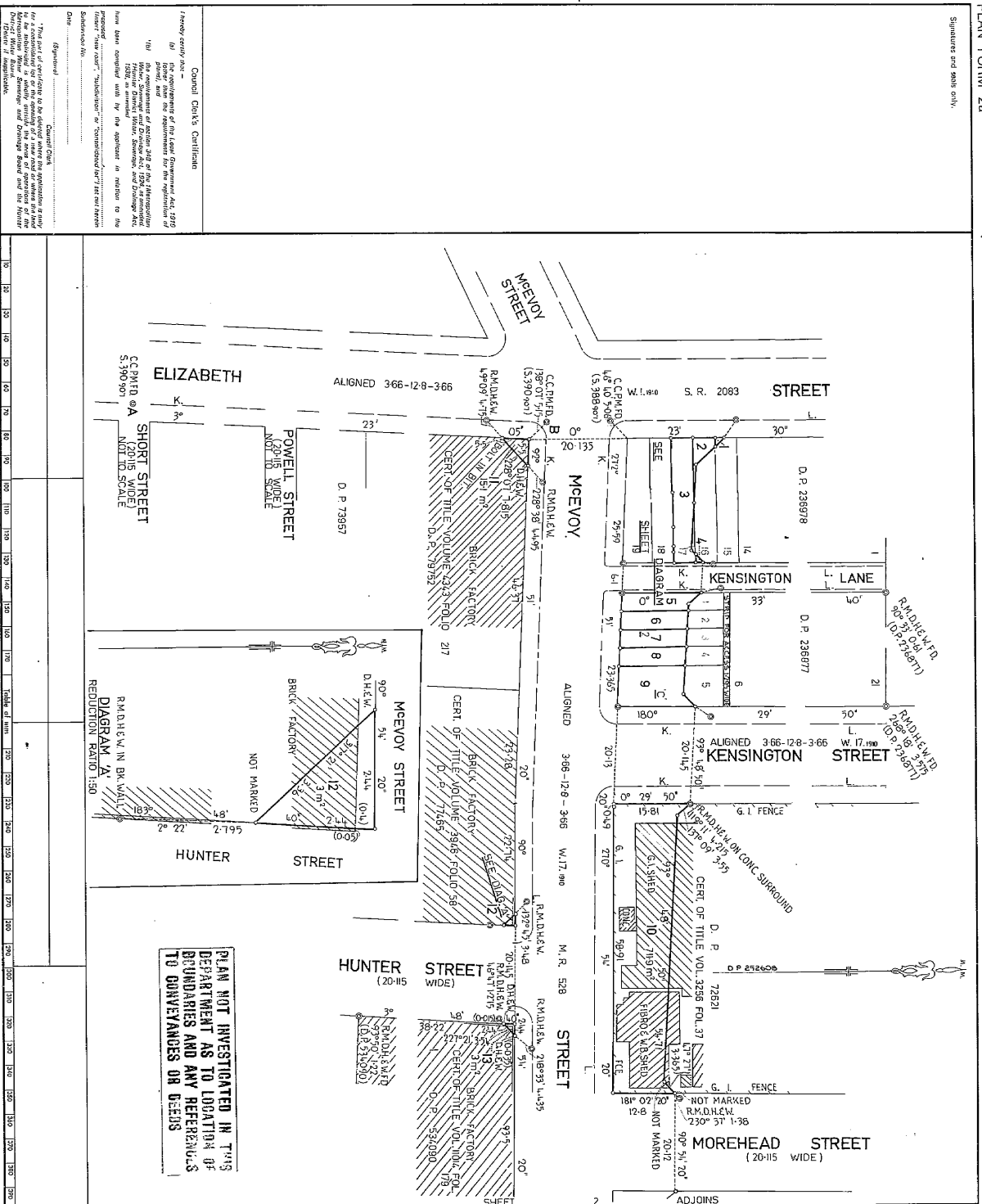


D P 525008 1/5

PLAN FORM 2a

Signatures and seals only.

Plan Drawing only to appear in this space



MPD

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

D.M.R. FILE 413.131

D.M.R. PLAN: 0828 4553008

Council Clerk's Certificate
 I hereby certify that the requirements of the Local Government Act, 1979 have been complied with in respect of the application for the registration of the proposed road shown on the plans and that the requirements of section 241 of the Registration of Land Act, 1958 in relation to the proposed road have been complied with by the applicant in relation to the proposed road.

Registered
 Council Clerk
 Dated: 24/06/1992

Registered
 Council Clerk
 Dated: 24/06/1992

Registered
 Council Clerk
 Dated: 24/06/1992

PLAN NOT INVESTIGATED IN THIS DEPARTMENT AS TO LOCATION OF BOUNDARIES AND ANY REFERENCES TO CONVEYANCES OR DEEDS

I, Jack Howard Warren, Registrar General for New South Wales, certify that this plan is a true and correct copy of the original as deposited on the 27th day of August, 1976.

Johnstone

D P 252608

Registered 15-8-1976

TITLE SYSTEM: TORRENS

PURPOSE: PROPOSED ROAD

REG. MAP: WATERLOO SHS 4th DP 23621 DP 236977¹ DP 17465 DP 236978² DP 174752 DP 234090

PLAN OF RE-ALIGNMENT IN ACCORDANCE WITH THE PROVISIONS OF THE MAIN ROADS ACT, 1924, IN CONNECTION WITH THE PROPOSED WIDENING OF PART OF MCEVOY STREET (M R 528)

Reduction Ratio: 1:500

Lengths given in metres.

Localities: WATERLOO SOUTH SYDNEY

Main Roads: ALEXANDRIA CUMBERLAND

Parish: TORRENS

County: CUMBERLAND

This is sheet 1 of 2 in plan in 2 sheets.

Drawn by: TERENCE MICHAEL CLARK

Checked by: TERENCE MICHAEL CLARK

Approved by: TERENCE MICHAEL CLARK

Scale: 1:500

Author: TERENCE MICHAEL CLARK

Date: 24/06/1992

APPROVED:

[Signature]

FOR DEPUTY REGISTRAR GENERAL
 DEPARTMENT OF MAIN ROADS

1. LOTS 1 TO 14, INCLUSIVE, DELINEATED HEREON TOGETHER WITH LOTS 18 & 19 DP 236978 WILL ULTIMATELY BE REQUIRED FOR ROAD AND THERE WILL BE NO OBJECTIONS TO SUCH LOTS BEING SHOWN AS ROAD ON ANY CERTIFICATE OF TITLE FOR ACQUISITION OF LANDS AFTER

2. LOTS 1 TO 14, INCLUSIVE, DELINEATED HEREON TOGETHER WITH LOTS 18 & 19 DP 236978 ARE TO BE RE-ALIGNED

3. LOT 10 DELINEATED HEREON IS EXCLUDED FROM RE-ALIGNMENT

4. LOTS 1 TO 14, INCLUSIVE, DELINEATED HEREON TOGETHER WITH LOTS 18 & 19 DP 236978 WILL ULTIMATELY BE REQUIRED FOR ROAD AND THERE WILL BE NO OBJECTIONS TO SUCH LOTS BEING SHOWN AS ROAD ON ANY CERTIFICATE OF TITLE FOR ACQUISITION OF LANDS AFTER

NO 14 B 2 A

D P 525008 1/5

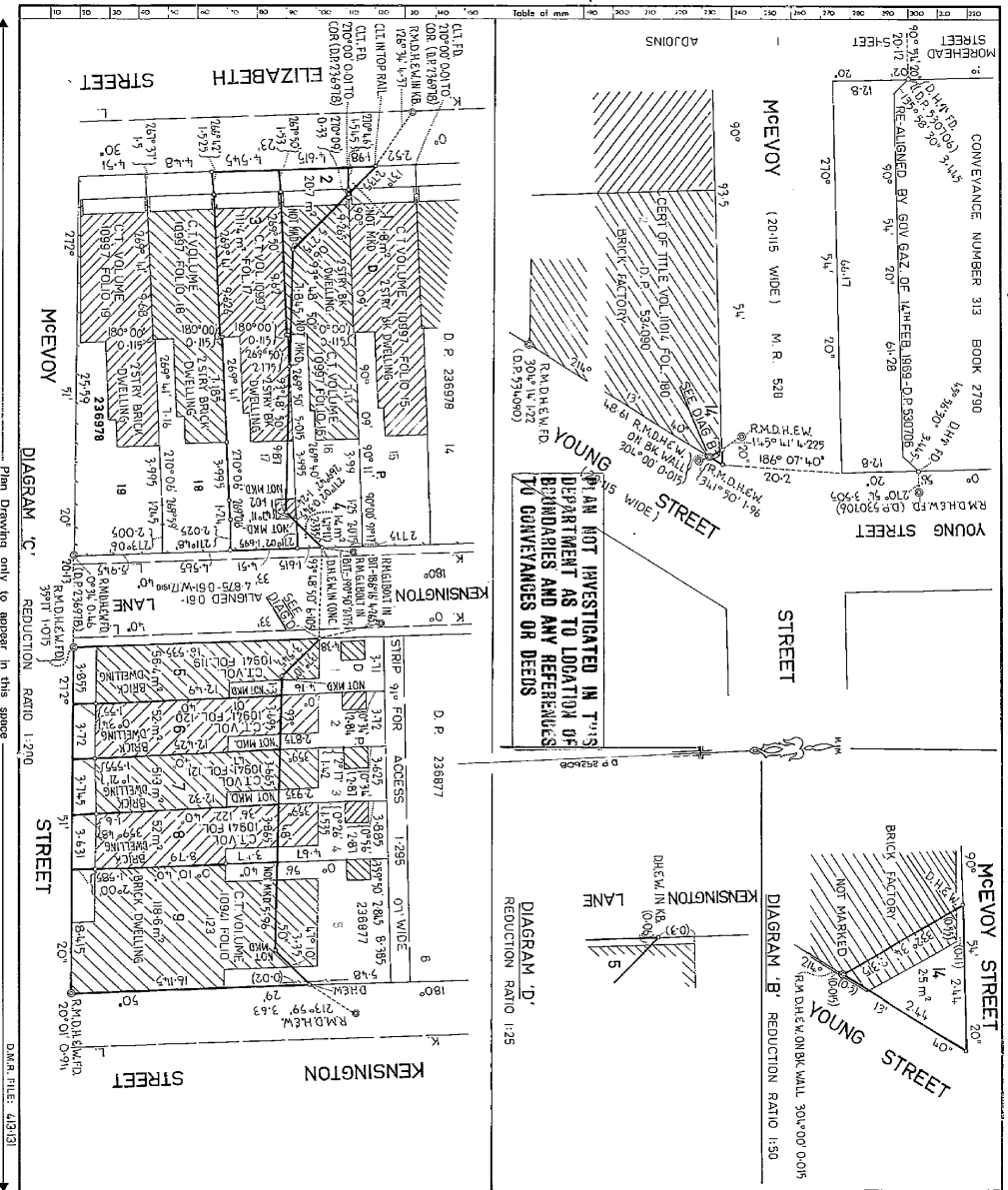
14/12

D b 525008 515

PLAN FORM 3a To be used in conjunction with Plan Form 2

WARNING: CHASING OR FOLDING WILL LEAD TO REJECTION

D.P. 252608 /



<p>D P 252608</p> <p>Registered 15-8-1976</p> <p>This is sheet 2 of my plan in 2 sheets dated 5th DECEMBER, 1974.</p> <p><i>Johnstone</i> 1975</p> <p>Surveyor registered under Surveyors Act 1920.</p> <p>This is done of the plan of Sites covered by my Certificate No. of</p>	
<p>County: SOUTH SYDNEY</p> <p>Localities: WATERLOO</p> <p>Parish: ALEXANDRIA</p> <p>County: CUMBERLAND</p>	
<p>Statements of Invention - Continued:</p>	
<p>Reduction Ratio 1:500</p> <p>Lengths are in metres</p>	<p>DNMR FILE: 41313</p> <p>DNMR PLAN: 0238 4135008</p>

D b 525008 515

17 4112

I, Jack Raymond Watson, Registrar General for New South Wales, certify that this negative is a photocograph made as a permanent record of a docu . . . In my custody this 27th day of August, 1976.

Johnstone



SOUTH WALES

MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900

01266927
 OFFICE USE ONLY
 1 EX
 S s 833
 318
 333
 4

Where new restrictive covenants are imposed, or easements created, or where the form is otherwise amended, Form 17A should be used.
 Typewriting and handwriting should be clear, legible and in permanent black non-erasing ink. No alterations should be made by erasure. The words recited must be typed through and verified by signature of initials in the margin.
 (a) Full name, address, and occupation of transferor.
 (b) If a less estate strike out in fee simple and add appropriate estate.
 (c) A short note will suffice. The encumbrances not yet registered particulars sufficient for identification must be furnished.
 (d) Insert appropriate words. If desired, this space may be used in the case of a transfer by direction.
 (e) Name, address, and occupation of transferee. If more than one transferee state whether joint tenants or tenants in common. Unless otherwise stated tenants in common will be presumed to hold in equal shares.
 (f) Insert lot and plan number, position etc. sections 327 and 327AA of the Real Property Act, 1900.
 (g) Further proof of execution will not normally be required if signed or acknowledged before any of the following persons, not being a party to the dealing, in which the transferor is known:
 If executed in New South Wales: bank manager, barrister, clerk of petty sessions, commissioned officer in the Defence Force of the Commonwealth of Australia, commissioner for taking affidavits, headmaster of a school, judge, justice of peace, magistrate, mayor, or other chief officer of any local government corporation, medical practitioner, member of the Parliament of the Commonwealth or of a State, member of the police force of the Commonwealth or of a State or a Territory, minister of religion, notary public, postmaster, soldier, town or shire clerk or other executive officer administering local government.
 If executed in any part of the Commonwealth of Australia or its Territories or in any part of the British Commonwealth: any of the persons referred to above, and in addition, an Australian or British Consul or Officer exercising his functions in the part, Governor, Government Resident, Chief Secretary, or Registrar of Titles of the part.
 If executed in foreign country - an Australian or British Consul or Officer exercising his functions in that country, commissioned officer in the Defence Force of the Commonwealth of Australia, commissioner for taking affidavits, judge, justice of the peace, magistrate, mayor, or other chief officer of any local government corporation, officer in charge of a police station, notary public, town or shire clerk or other executive officer administering local government.
 Repeat attestation clause &c., if necessary.
 Section 117 Real Property Act, 1900, requires that this certificate be signed by the transferee or, where his signature cannot be obtained without difficulty and delay, by his solicitor or co-occupancy by his own name, which should be typewritten and signed below his signature, and not that of his firm. Any person who negligently certifies is liable to the penalties provided by section 117.
 May be witnessed by any responsible person not being a party to this dealing.

(a) **TIERRA DEL FUEGO PTY. LIMITED**
 hereinafter referred to as the TRANSFEROR

being registered proprietor of an estate in fee simple^(b)
 in the land hereinafter described, subject to the following encumbrances and interests

(a) Reservations and conditions, if any, contained in Crown Grant.

In consideration of **TWENTY EIGHT THOUSAND FIVE HUNDRED DOLLARS** (\$ 28,500. 00)
 (the receipt whereof is hereby acknowledged), paid to the transferor by^(a) **BARRY CLARKE**

hereby transfers to
 (a) **BARRY CLARKE** of 1a McEvoy Street, Waterloo, Company Director
 hereinafter referred to as the TRANSFEREE

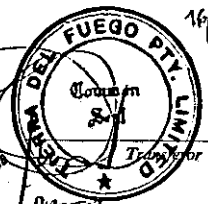
an estate in fee simple^(b)
 in the land described in the following schedule

Reference to title		Whole or Part	Description of land if part only ^(c)	County	Parish
Volume	Folio				
10997	18	WHOLE	TOGETHER WITH cross easements by the operation of Section 181B of the Conveyancing Act 1919 as amended in respect of the party walls erected on the boundary of the property hereby transferred and Lot 17 in D.P. 236978 being the whole of the land contained in Certificate of Title Volume 10997 Folio 17 and in respect of the party wall erected on the common boundary between the land hereby transferred and Lot 19 in D.P. 236978 being the whole of the land contained in Certificate of Title Volume 10997 Folio 19.	CUMBERLAND	ALEXANDRIA

P 243 246 WILL

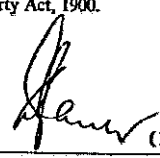
Dated at **SYDNEY NSW** this **25TH** day of **May** 1977

(a) Signed in my presence by the transferor who is personally known to me
 THE COMMON SEAL OF
Tierra Del Fuego
 Signature of witness
PTY. LIMITED WAS HEREUNTO
 RECEIVED BY
NONE OF THE ABOVE OFFICERS
 THE BOARD AND IN THE
 PRESENCE OF:
 Qualification of witness **G. J. HALL**
SECRETARY

(b) 
Barry Clarke
 DIRECTOR

(c) Accepted and certified correct for the purposes of the Real Property Act, 1900.


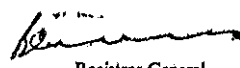

(a) Signed in my presence by the transferee who is personally known to me
 Signature of witness
 Name of witness (BLOCK LETTERS)
 Address of witness


(D.R. Jarrett)
 Solicitor for Transferee

RULE UP ALL BLANKS

368-115

10266927

DEPARTMENTAL USE ONLY		TO BE COMPLETED BY LODGING PARTY	
TRANSFER		Lodged by	
		Address:	
		Phone No.:	
Checked <i>M/L</i>	REGISTERED	Documents lodged herewith	
Passed	<u>31-5-1978</u>	1. _____	2. _____
Signed	 Registrar General 	3. _____	4. _____
		Received Documents	Receiving Clerk

*Haveater in caveat
 P243346 has converted
 to this dealing.
 (however not as
 to creation
 of trust - see memo) 30.5.78*

AUTHORITY FOR USE OF INSTRUMENT OF TITLE(k)

Authority is hereby given for the use of _____
 (insert reference to certificates, grants or dealings) lodged
 in connection with _____ for the
 (insert number of plan or dealing)
 registration of this dealing and for delivery to _____

(BLOCK LETTERS)

 Signature

 Name (BLOCK LETTERS)

(k) Unless the instrument of title has been lodged by the person lodging the dealing, or its use has been authorized previously, the authority must be furnished by the person otherwise entitled to delivery of the certificate of title, grant &c.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY
 (To be signed at the time of executing the within dealing)

The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____
 Miscellaneous Register under the authority of which he has just executed the within dealing.

Signed at _____
 the _____ day of _____ 19 _____

 Signature of attorney

 Signature of witness

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS(l)

I certify that _____
 the attesting witness to this dealing, appeared before me at _____
 the _____ day of _____ 19 _____

and declared that he personally knew _____

the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said _____

is his own handwriting and that he was of sound mind and freely and voluntarily signed the same.

 Signature

 Name (BLOCK LETTERS)

 Qualification

(l) Not required where dealing attested in accordance with note (a)(1). In other cases to be signed by one of the persons referred to in note (a).

D



No.
C11 P1:04

Lodgment
Endorsement

S226891

PM reading
\$ 21
J+V

REQUEST TO ENTER NOTIFICATION OF RESTRICTION ON USER-
MAIN ROADS ACT, 1924

①

HARRY MUDIE Deputy Chief
~~I, GEOFFREY CLIFFORD SHELTON,~~ Principal Legal Officer, Department of Main Roads,

HEREBY CERTIFY that -

- (1) the printed sheet hereunto annexed and marked "A" is a true copy of a Gazette notification published in the Government Gazette of the ... Thirty first ... day of ... October ... 1980 ... notifying that ~~x~~ plans of a proposal to cause the alignment of portion of ... Main Road No. 528 - McEvoy Street at Waterloo ... in the Municipality of South Sydney
- to be re-aligned pursuant to Division 1 of Part VB of the Main Roads Act, 1924, and to apply the re-alignment method of acquisition to the land affected by such re-alignment was approved by the Governor on the ... Seventeenth ... day of ... September ... 1980;
- (2) notice has been served upon the owners of land affected by the re-alignment and upon the Council of the area; and
- (3) ~~x~~ plans of the re-alignment (Nos. 0528.413.SS.0108 and 0528.413.SS.0109) have been lodged in the Office of the Registrar General and registered as Deposited Plans 252608 and 252609 respectively

AND HEREBY REQUEST that you enter in the register book a notification of the restrictions on user imposed by Section 27E(6), Main Roads Act, 1924, in respect of the land set out in the annexure hereto marked "B".

IT IS HEREBY CERTIFIED that this instrument is correct for the purposes of the Real Property Act, 1900.

DATED this ... 2nd ... day of ... December ... 1980...

HARRY MUDIE Deputy Chief
SIGNED by ~~GEOFFREY CLIFFORD SHELTON,~~
Principal Legal Officer,
Department of Main Roads, in the
presence of:

Pete Wreck

Sherlock

To: The Registrar General,
SYDNEY.

No.

(2)



LODGED BY THE DEPARTMENT OF MAIN ROADS

REQUEST TO NOTE

RESTRICTION ON USER.

Checked G. O'BY THAPI	Particulars entered in Register Book Vol..... Fol..... the day of 19.. at o'clock in the noon Registrar General.
Passed DC 51 13/1/81	
S.D.B.	
Signed by	

Consents P243346 f K 909134¹ ^{H407079} do not present regn.

Registered 20-2-1981

REGISTRAR GENERAL


10997-15 ✓
JP 23-2-81

3

APPLICATION FOR REGISTRATION IN THE REGISTER
OF CAUSES, WRITS AND ORDERS AFFECTING LAND.
CONVEYANCING ACT, 1919, SECTIONS 185-187.

To the Registrar-General,

I, VINCENT RAYMOND CHERNICH of 309 Castlereagh Street, Sydney, Acting Deputy Principal Surveyor and Property Officer to the Commissioner for Main Roads hereby apply for registration in the Register of Causes, Writs and Orders affecting land in the name of The Church of England Property Trust Diocese of Sydney of the following - Notice of Realignment under Section 27E of the Main Roads Act by notification in Government Gazette No. 161 of 31st October, 1980, of part of the land in Conveyance Registered No. 92 Book 370, situated in the Municipality of South Sydney, Parish of Alexandria, County of Cumberland, and being Lot 1 in Deposited Plan 252609 which said Notice restricts the user of the land above described.

Dated this 2nd day of December, 1980.

V.R. Chernich
Acting Deputy Principal Surveyor
and Property Officer,
Department of Main Roads,
309 Castlereagh Street,
Sydney.

5

"A"



[Published in Government Gazette No. 161 of 31st
October, 1980.]

MAIN ROADS ACT, 1924

NOTIFICATION OF APPROVAL OF GOVERNOR TO PLAN OF A
PROPOSAL FOR REALIGNMENT UNDER DIVISION I OF PART
VII OF THE MAIN ROADS ACT, 1924, AT WATERLOO IN THE
MUNICIPALITY OF SOUTH SYDNEY

IN pursuance of the provisions of section 27B of the Main
Roads Act, 1924, The Commissioner for Main Roads hereby
notifies that plans showing the proposed realignment of Parts
of Main Road No. 528—McEvoy Street at Waterloo in the
Municipality of South Sydney and the lands affected and pro-
posed to be acquired by the realignment method of acquisition,
being the lands described in the Schedule below, have been
approved by His Excellency the Governor with the advice of
the Executive Council and that copies of such plans, being
Deposited Plans 252608 and 252609 and numbered (respec-
tively) as 0528.413.SS.0108 and 0528.413.SS.0109 in the
Department of Main Roads may be inspected at the Depart-
ment of Main Roads and at the South Sydney Council Cham-
bers, Alexandria.

SCHEDULE

Lots 1 to 9 inclusive, lots 11 to 14 inclusive, Deposited Plan
252608 and lots 18 and 19, Deposited Plan 236978, also shown
on Deposited Plan 252608. Lots 1, 8 and 9, Deposited Plan
252609.

Signed and sealed at Sydney, this 16th day of October, one
thousand nine hundred and eighty.

I, BRIAN JOSEPH SEXTON, The
Commissioner for Main Roads,
have hereto affixed the Official
Seal of The Commissioner for
Main Roads in the presence of:

(L.S.)

B. J. SEXTON,

M. A. LLOYD, Secretary.
(D.M.R. Papers: 413.1341)

(5439)

D. Watt, Government Printer, New South Wales—1980

This is the annexure marked "A" referred to in the annexed
Request to Enter Notification of Restriction on User dated
this 2nd day of December one
thousand nine hundred and eighty.

Handwritten signature
Pet. Wick

7

County	Parish	Reference to Title			Description
		Whole or Part	Volume	Folio	
Cumberland	Alexandria	Part	5106	114	Lot 8, Deposited Plan 252609
"	"	"	11802	76	Lot 9, Deposited Plan 252609
"	"	"	10997	15	Lot 1, Deposited Plan 252608
"	"	"	10997	16	Lots 2 and 4, Deposited Plan 252608
"	"	"	10997	17	Lot 3, Deposited Plan 252608
"	"	Whole	10997	18	Lot 18, Deposited Plan 236978 shown also on Deposited Plan 252608
"	"	"	10997	19	Lot 19, Deposited Plan 236978 shown also on Deposited Plan 252608
"	"	Part	10941	119	Lot 5, Deposited Plan 252608
"	"	"	10941	120	Lot 6, Deposited Plan 252608
"	"	"	10941	121	Lot 7, Deposited Plan 252608
"	"	"	10941	122	Lot 8, Deposited Plan 252608
"	"	"	10941	123	Lot 9, Deposited Plan 252608
"	"	"	13959	235	Lot 11, Deposited Plan 252608
"	"	"	3946	58	Lot 12, Deposited Plan 252608
"	"	"	11014	179	Lot 13, Deposited Plan 252608
"	"	"	11014	180	Lot 14, Deposited Plan 252608

This is the annexure marked "B" referred to in the annexed Request to Enter Notification of Restriction on User dated this 2nd day of December One thousand nine hundred and eighty.

[Handwritten Signature]
 Peter Wick

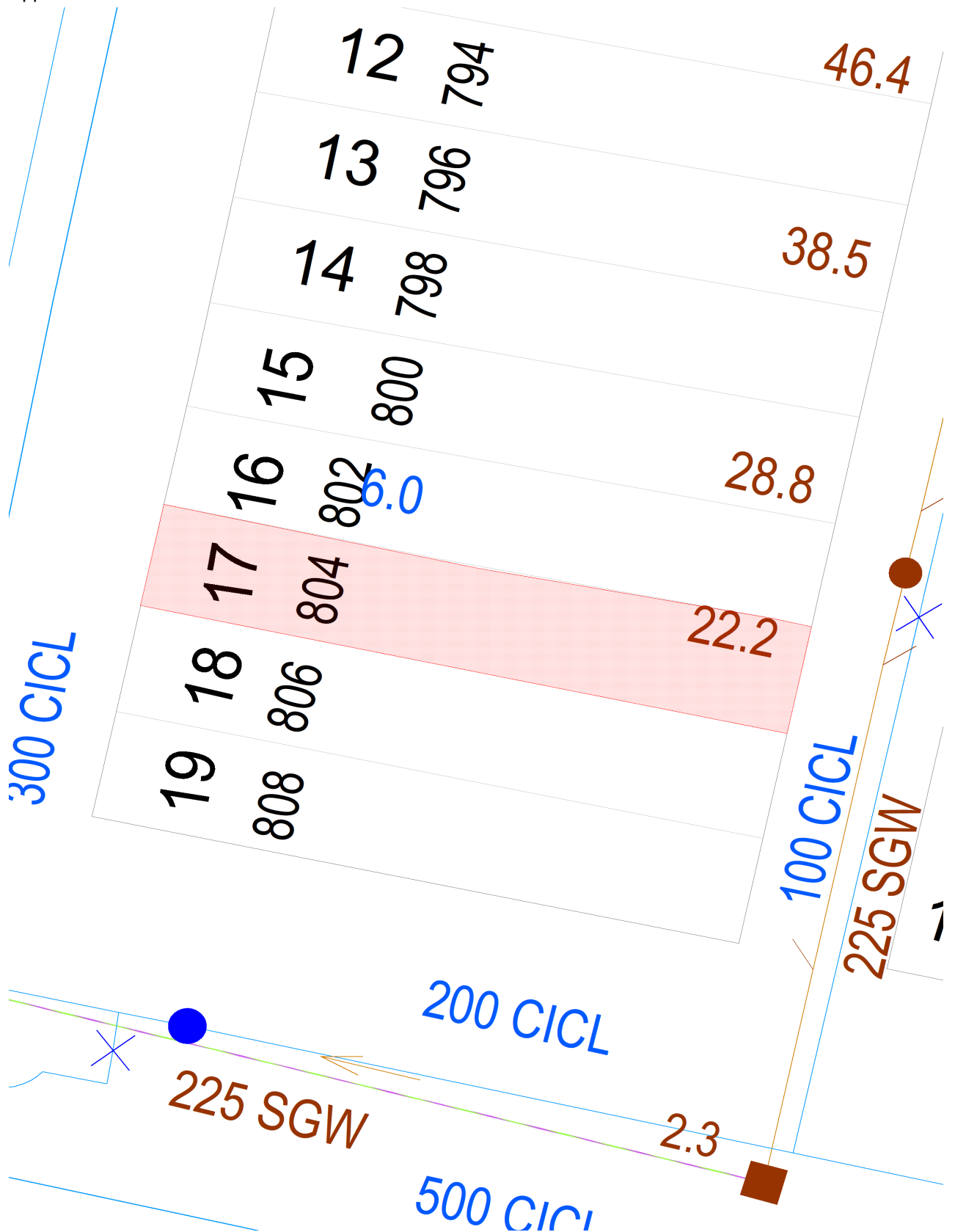
 Pending

This page is a temporary placeholder for the City of Sydney Council: Section 10.7 (2) Certificate - 17/236978 which will be removed and replaced with the certificate once available from the authority.

Ordered: 09/01/2025 01:09:59 PM

Order ID: 152841023

Service Location Print
Application Number: 8003988974



Document generated at 09-01-2025 01:30:06 PM

Disclaimer

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

Asset Information

Legend

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

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Pipe Types

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

Further Information

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

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

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

Disclaimer

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Sewer Service Diagram

Application Number: 8003988981

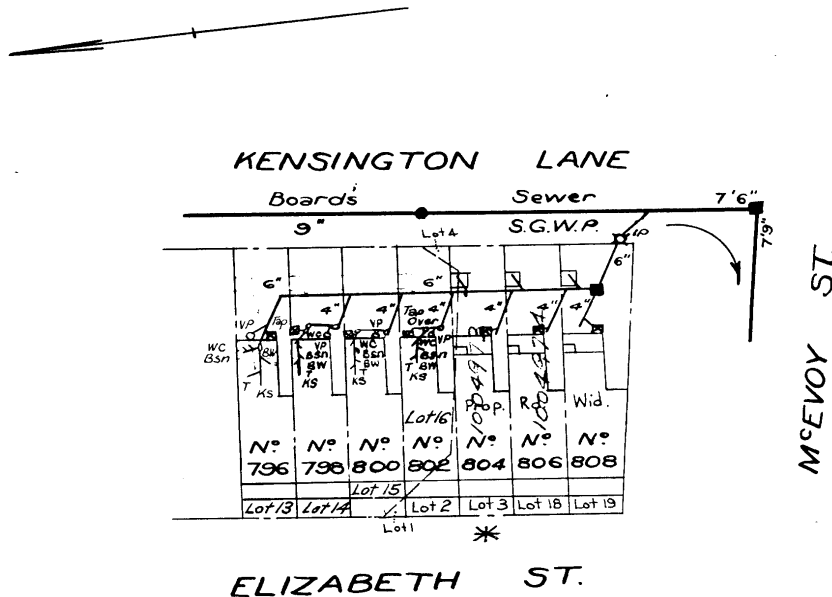
METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
SEWERAGE SERVICE DIAGRAM 1004973
 Municipality of *South Sydney* No. 295561

SYMBOLS AND ABBREVIATIONS

□ Boundary Trap	■ R.V. Reflux Valve	I.P. Induct Pipe	Bsn. Basin
■ Pit	→ Cleaning Eye	M.F. Mica Flap	Shr. Shower
▨ G.I. Grease Interceptor	○ VERT. Vertical Pipe	T. Tubs	W.I.P. Wrought Iron Pipe
⊠ Gully	○ V.P. Vent. Pipe	K.S. Kitchen Sink	C.I.P. Cast Iron Pipe
⊞ P.T. P. Trap	○ S.V.P. Soil Vent. Pipe	W.C. Water Closet	F.W. Floor Waste
⊞ R.S. Reflux Sink	○ D.C.C. Down Cast Cowl	B.W. Bath Waste	W.M. Washing Machine

SCALE: 40 FEET TO AN INCH.

SEWER AVAILABLE
 Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer.



RATE No. _____ W.C.s. _____ U.C.s. _____ 19 _____
 SHEET No. **925** OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE		PLUMBING	
W.C.	Supervised by	BRANCH OFFICE	Supervised by
Bth	Date	Date	Date
Shr	Inspector	Outfall	Inspector
Bsn.	Examined by	HL	570 186
K.S.	Chief Inspector	LL	
T.	Tracing Checked	Drainer	
Pig.		Plumber	
Dge. Int.		Boundary Trap	
Dge. Ext.		is/ required	

Disclaimer

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