

# Contract for the sale and purchase of land 2022 edition

| TERM  | MEANING OF TERM   | eCOS ID: 111756498           | NSW DAN:                    |
|---|---|------------------------------|-----------------------------|
| vendor's agent                              | Ryder Realty Pty Ltd ACN 649 501 020<br>310/480 Pacific Highway St Leonards NSW 2065  |                              | Phone: 0422 306 129<br>Fax: |
| co-agent                                    |   |                              | Ref: Peter Horsnell         |
| vendor                                      | Michael Rex Norman<br>45 Kerns Road Kincumber NSW 2251  |                              |                             |
| vendor's solicitor                          | Conditis & Associates<br>S305 Level 3 131-133 Donnison Street GOSFORD NSW 2250  | PO BOX 1357 Gosford NSW 2250 | Phone: 02 4324 5688<br>Fax: |
| date for completion                         | 42 days after the contract date   | (clause 15)                  | Email: donh@conditis.com    |
| land  | 45 & 48 KERNS RD KINCUMBER 2251   |                              |                             |
| (Address, plan details and title reference) | Lots 7, 8, 11, 12, 13, 31, 32, and 33 in Deposited Plan 2180 being the land in Folio Identifiers 7/2180, 8/2180, 11/2180, 12/2180, 13/2180, 31/2180, 32/2180 and 33/2180                                    |                              |                             |
|   | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies  |                              |                             |
| improvements                                | <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: Shed, office and ablutions block  |                              |                             |
| attached copies                             | <input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered:  |                              |                             |
|   | <input type="checkbox"/> other documents:   |                              |                             |

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

|                       |   |                                       |  |  |
|-----------------------|---|---------------------------------------|--|--|
| inclusions            | <input type="checkbox"/> 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 |   |                                       | Phone:   |  |
|                       |   |                                       | Fax:   |  |
| Price                 | \$  |                                       | Ref:   |  |
| deposit               | \$  |                                       |  | (10% of the price, unless otherwise stated)      |
| balance               | \$  |                                       |  |  |
| 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**

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

vendor agrees to accept a **deposit-bond**

NO  yes

**Nominated Electronic Lodgment Network (ELN)** (clause 4)

PEXA

**Manual transaction** (clause 30)

NO  yes

(if yes, vendor must provide further details, including any applicable exception, 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* (residential withholding payment)

NO  yes (if yes, vendor must provide further details)

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) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's phone number:

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

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

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

Before purchasing land that includes 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:**

|   |  |
|---|--|
| <b>APA Group</b><br><b>Australian Taxation Office</b><br><b>Council</b><br><b>County Council</b><br><b>Department of Planning and Environment</b><br><b>Department of Primary Industries</b><br><b>Electricity and gas</b><br><b>Land and Housing Corporation</b><br><b>Local Land Services</b> | <b>NSW Department of Education</b><br><b>NSW Fair Trading</b><br><b>Owner of adjoining land</b><br><b>Privacy</b><br><b>Public Works Advisory</b><br><b>Subsidence Advisory NSW</b><br><b>Telecommunications</b><br><b>Transport for NSW</b><br><b>Water, sewerage or drainage authority</b> |
|---|--|

**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 by a 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"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>   |
| <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 by a party</i> ;                                |
| <i>GST Act</i>                | A New Tax System (Goods and Services Tax) Act 1999;   |
| <i>GST rate</i>               | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);  |
| <i>GSTRW payment</i>          | a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );  |
| <i>GSTRW rate</i>             | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);  |
| <i>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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>               |
| <i>solicitor</i>         | in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</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 *-serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *-serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

**13 Goods and services tax (GST)**

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

48 KERNS RD KINCUMBER 2257

## ADDITIONAL PROVISIONS

**These Additional Provisions form part of the Contract for Sale dated**

**BETWEEN: MICHAEL REX NORMAN**

**(as Vendor)**

**AND:**

**(as Purchaser)**

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### **33. Amendments to Printed Form**

33.1 The depositholder is the vendor's agent.

### **34. Completion**

34.1 Completion of this contract shall take place on or before the date for completion (see page 1).

34.2 If this conveyancing transaction does not proceed as an electronic transaction, completion shall take place at any address nominated by the vendor's solicitor.

34.3 For the purpose of clause 15, a period of fourteen (14) days after the date of service of a notice to complete is a reasonable period to allow for completion, and any time between 10.25 am and 3.35 pm on the day required for completion is a reasonable time for the vendor to require completion.

34.4 If the vendor becomes entitled to, and does issue a Notice to Complete this contract, the purchaser agrees to pay to the vendor on completion, in addition to the Price, the sum of \$440.00 to compensate the vendor for the costs the vendor's solicitor will charge the vendor in connection with the issue of the Notice to Complete.

### **35. Failure to Complete by the Date for Completion**

35.1 If completion does not take place by the date for completion and the vendor is not at fault then:

35.1.1 the purchaser must pay interest on the unpaid balance of the price at the rate of 10% per annum calculated daily from and including the date for completion to but excluding the actual day of completion;

35.1.2 the interest must be paid on completion;

- 35.1.3 the vendor is not obliged to complete unless that interest is paid;
- 35.1.4 interest payable pursuant to this clause is a genuine pre-estimate of the vendor's loss as a result of the purchaser's failure to complete in accordance with this contract;
- 35.1.5 the right to interest does not limit any other rights the vendor may have as a result of the purchaser's failure to complete in accordance with this contract.
- 35.2 If completion does not take place by the date for completion and the vendor is at fault, the vendor must give to the purchaser three (3) business days notice of the date when the vendor will be ready to complete this contract ("the postponed date for completion"). If completion does not take place by the postponed date for completion and the vendor is not at fault:
  - 35.2.1 the purchaser must pay interest on the unpaid balance of the price at the rate of 8% per annum calculated daily from and including the postponed date for completion to but excluding the actual day of completion; and
  - 35.2.2 the provisions of clause 35.1.2 to 35.1.5 shall also apply.
- 36. Condition, location and state of repair of the property etc and fencing of any adjoining land owned by the vendor**
  - 36.1 The purchaser agrees:
    - 36.1.1 the property is purchased in its existing state, condition and location;
    - 36.1.2 the purchaser has had an opportunity to inspect the property, and the services, if any, to the property, and that either the purchaser wants to make this contract with the vendor as a result of the inspections the purchaser has made, or that the purchaser does not want to make any inspections;
    - 36.1.3 the purchaser is not relying upon anything the vendor or the vendor's agent or co-agent has given to the purchaser or told the purchaser about the property or the services to the property apart from the information which has been included in this contract;
    - 36.1.4 the purchaser shall not require the vendor to perform any work to the property or the services to the property, unless the nature of the work is specified in this contract; and

- 36.1.5 the purchaser will not require the vendor to contribute to the cost of erecting, replacing or repairing any fence between the land and any adjoining land owned by the vendor after completion.

**37. Real Estate Agent**

- 37.1 The vendor warrants that the vendor has not entered an exclusive agency agreement with any real estate agent other than the vendor's agent, if any.
- 37.2 The purchaser warrants that the purchaser was not introduced to the vendor or the property by a real estate agent, an employee of a real estate agent, or any other person having a connection with a real estate agent who may be entitled to commission as a result of this sale other than the vendor's agent, if any; and that the purchaser understands the vendor may be sued by a real estate agent for commission if the purchaser was introduced to the vendor or the property by any real estate agent other than the vendor's agent, if any .
- 37.3 The purchaser hereby agrees to indemnify and keep the vendor indemnified from and against any claim for commission made by a real estate agent other than the vendor's agent (if any) by which that real estate agent claims to have introduced the purchaser to the vendor or the property.
- 37.4 This indemnity includes the vendor's reasonable costs and expenses in opposing such a claim and defending any proceedings commenced against the vendor in connection with such a claim.
- 37.5 This indemnity shall continue after completion.

**38. Whole Agreement**

- 38.1 The purchaser agrees that no agreement has been made with the vendor about the property or the services to the property apart from the agreement set out in this contract.

**39. Capacity**

- 39.1 If the purchaser, or one of the purchasers dies before this contract is completed, either party can rescind.
- 39.2 If the vendor, or one of the vendors dies before this contract is completed, either party can rescind.
- 39.3 If the purchaser, or one of the purchasers becomes incapable of completing this contract by reason of a mental illness or disorder, the vendor can rescind.



- 39.4 If the vendor, or one of the vendors becomes incapable of completing this contract by reason of a mental illness or disorder, the purchaser can rescind.
- 39.5 If the purchaser or one of the purchasers is a corporation, the vendor may serve a notice terminating this contract at any time after:
- 39.5.1 a liquidator, provisional liquidator, receiver, controller or administrator is appointed with respect to the purchaser or one of the purchasers;
  - 39.5.2 a summons is presented for the winding-up of the purchaser or one of the purchasers;
  - 39.5.3 the purchaser or one of the purchasers enters into a scheme of arrangement with its creditors under the Corporations Act 2001.

#### **40 Release of Deposit**

Not used.

#### **41 Interpretation**

- 41.1 If there is any inconsistency between these additional provisions and the provisions of the contract for sale and purchase of land – 2022 edition, these additional provisions shall prevail.

#### **42 Warranty**

- 42.1 If the purchaser is a company, the person/s who sign for and on behalf of the company agree that by doing so they warrant to the vendor that they have the authority to do so, that the company is bound by this contract, and that the company will comply with the provisions of this contract.

#### **43. Trustee's Warranties**

- 43.1 If the purchaser is a trustee of a Trust, the purchaser warrants:
- 43.1.1 the purchaser is the only trustee of the Trust;
  - 43.1.2 no action has been taken or is proposed to remove the purchaser as trustee of the Trust;

- 43.1.3 the purchaser has power under the Trust Deed to enter into and observe the purchaser's obligations under this contract and the purchaser has entered into this contract in the purchaser's capacity as trustee of the Trust and for the benefit of the beneficiaries of the Trust;
- 43.1.4 the purchaser has a right to be fully indemnified out of the Trust Fund in respect of obligations incurred by the purchaser under this contract;
- 43.1.5 the Trust Fund is sufficient to satisfy the respective rights of indemnity and all other obligations in respect of which the purchaser has a right to be indemnified out of the Trust Fund;
- 43.1.6 the purchaser is not in default under the Trust Deed;
- 43.1.7 no action has been taken or is proposed to terminate the Trust; and
- 43.1.8 the purchaser and, if the purchaser is a corporation, the purchaser's directors and other officers have complied with their obligations in connection with the Trust.



FOLIO: 7/2180

| SEARCH DATE | TIME    | EDITION NO | DATE     |
|-------------|---------|------------|----------|
| 23/2/2022   | 4:56 PM | 3          | 8/9/2018 |

LAND

LOT 7 IN DEPOSITED PLAN 2180  
LOCAL GOVERNMENT AREA CENTRAL COAST  
PARISH OF KINCUMBER COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM DP2180

FIRST SCHEDULE

MICHAEL REX NORMAN

(TA AF665131)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AG519087 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

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



**LAND  
REGISTRY  
SERVICES**

**Title Search**



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 8/2180

| SEARCH DATE | TIME    | EDITION NO | DATE     |
|-------------|---------|------------|----------|
| 23/2/2022   | 4:56 PM | 3          | 8/9/2018 |

LAND

LOT 8 IN DEPOSITED PLAN 2180  
 LOCAL GOVERNMENT AREA CENTRAL COAST  
 PARISH OF KINCUMBER COUNTY OF NORTHUMBERLAND  
 TITLE DIAGRAM DP2180

FIRST SCHEDULE

MICHAEL REX NORMAN

(TA AF665131)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AG519087 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

20220261

PRINTED ON 23/2/2022

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 965(2) of the Real Property Act 1900.



**LAND  
REGISTRY  
SERVICES**

**Title Search**



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

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FOLIO: 11/2180

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| SEARCH DATE | TIME    | EDITION NO | DATE     |
|-------------|---------|------------|----------|
| 23/2/2022   | 4:56 PM | 3          | 8/9/2018 |

LAND

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LOT 11 IN DEPOSITED PLAN 2180  
 LOCAL GOVERNMENT AREA CENTRAL COAST  
 PARISH OF KINCUMBER COUNTY OF NORTHUMBERLAND  
 TITLE DIAGRAM DP2180

FIRST SCHEDULE

---

MICHAEL REX NORMAN

(TA AF665131)

SECOND SCHEDULE (2 NOTIFICATIONS)

---

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AG519087 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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

20220261

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**LAND  
REGISTRY  
SERVICES**

**Title Search**



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

---

FOLIO: 12/2180

---

| SEARCH DATE | TIME    | EDITION NO | DATE     |
|-------------|---------|------------|----------|
| 23/2/2022   | 4:56 PM | 3          | 8/9/2018 |

LAND

---

LOT 12 IN DEPOSITED PLAN 2180  
 AT KINCUMBER  
 LOCAL GOVERNMENT AREA CENTRAL COAST  
 PARISH OF KINCUMBER COUNTY OF NORTHUMBERLAND  
 TITLE DIAGRAM DP2180

FIRST SCHEDULE

---

MICHAEL REX NORMAN

(TA AF665131)

SECOND SCHEDULE (2 NOTIFICATIONS)

---

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AG519087 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

---

UNREGISTERED DEALINGS: NIL

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

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**LAND  
REGISTRY  
SERVICES**

**Title Search**



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 13/2180

| SEARCH DATE | TIME    | EDITION NO | DATE     |
|-------------|---------|------------|----------|
| 23/2/2022   | 4:56 PM | 3          | 8/9/2018 |

**LAND**

LOT 13 IN DEPOSITED PLAN 2180  
 LOCAL GOVERNMENT AREA CENTRAL COAST  
 PARISH OF KINCUMBER COUNTY OF NORTHUMBERLAND  
 TITLE DIAGRAM DP2180

**FIRST SCHEDULE**

MICHAEL REX NORMAN

(TA AF665131)

**SECOND SCHEDULE (2 NOTIFICATIONS)**

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AG519087 MORTGAGE TO WESTPAC BANKING CORPORATION

**NOTATIONS**

UNREGISTERED DEALINGS: NIL

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

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**LAND  
REGISTRY  
SERVICES**

**Title Search**



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 31/2180

| SEARCH DATE | TIME    | EDITION NO | DATE     |
|-------------|---------|------------|----------|
| 23/2/2022   | 4:58 PM | 3          | 8/9/2018 |

LAND

LOT 31 IN DEPOSITED PLAN 2180  
 LOCAL GOVERNMENT AREA CENTRAL COAST  
 PARISH OF KINCUMBER COUNTY OF NORTHUMBERLAND  
 TITLE DIAGRAM DP2180

FIRST SCHEDULE

MICHAEL REX NORMAN

(TA AF665131)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AGS19087 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

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**LAND  
REGISTRY  
SERVICES**

**Title Search**



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

---

FOLIO: 32/2180

---

| SEARCH DATE | TIME    | EDITION NO | DATE     |
|-------------|---------|------------|----------|
| 23/2/2022   | 4:55 PM | 3          | 8/9/2018 |

LAND

---

LOT 32 IN DEPOSITED PLAN 2180  
 LOCAL GOVERNMENT AREA CENTRAL COAST  
 PARISH OF KINCUMBER COUNTY OF NORTHUMBERLAND  
 TITLE DIAGRAM DP2180

FIRST SCHEDULE

---

MICHAEL REX NORMAN

(TA AF665131)

SECOND SCHEDULE (2 NOTIFICATIONS)

---

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AG519087 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

---

UNREGISTERED DEALINGS: NIL

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

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**LAND  
REGISTRY  
SERVICES**

**Title Search**



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 33/2180

| SEARCH DATE | TIME    | EDITION NO | DATE     |
|-------------|---------|------------|----------|
| 23/2/2022   | 4:56 PM | 3          | 8/9/2018 |

LAND

LOT 33 IN DEPOSITED PLAN 2180  
 LOCAL GOVERNMENT AREA CENTRAL COAST  
 PARISH OF KINCUMBER COUNTY OF NORTHUMBERLAND  
 TITLE DIAGRAM DP2180

FIRST SCHEDULE

MICHAEL REX NORMAN

(TA AF665131)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AG519087 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

20220261

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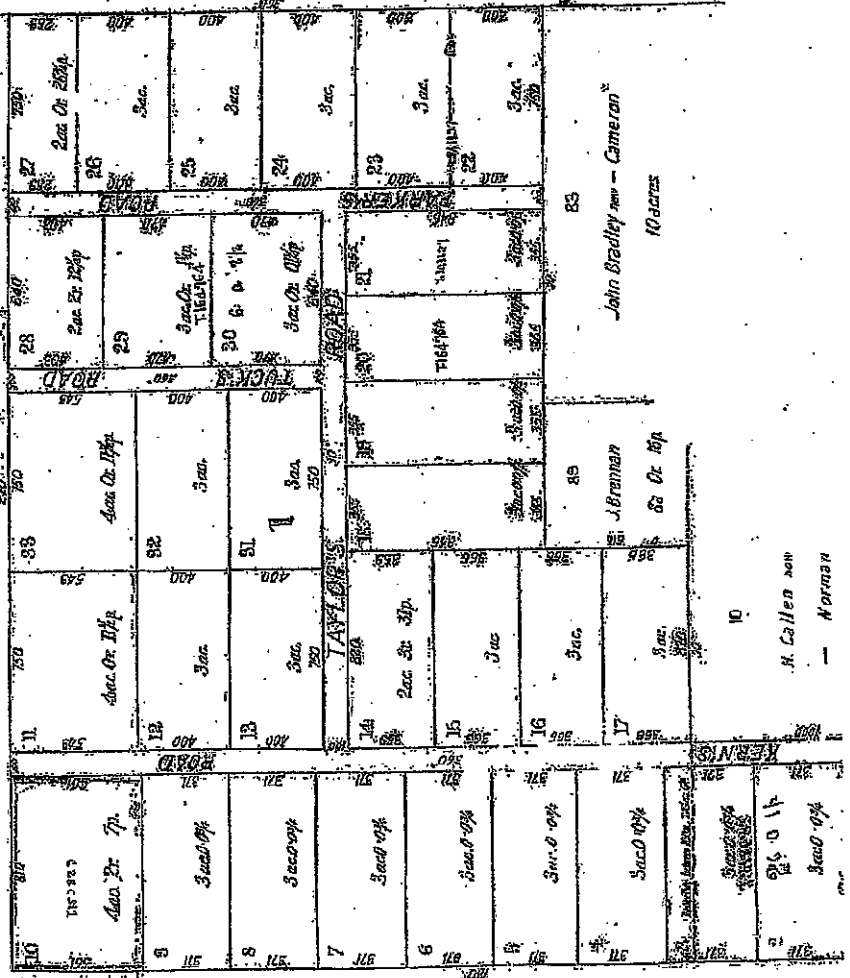
DP218U

PLAIN

COSTORD HOMESTEADS

being a subdivision of John Kern's 100 ac. and 3 acs. Oak 160 grants Parish of Kincumber County of Northumberland 1868.

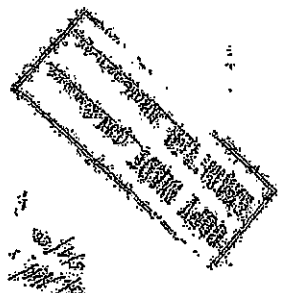
100 ac. Grant to John Kerns 24 September 1857 160 ac. Grant to Thomas Humphreys 1868

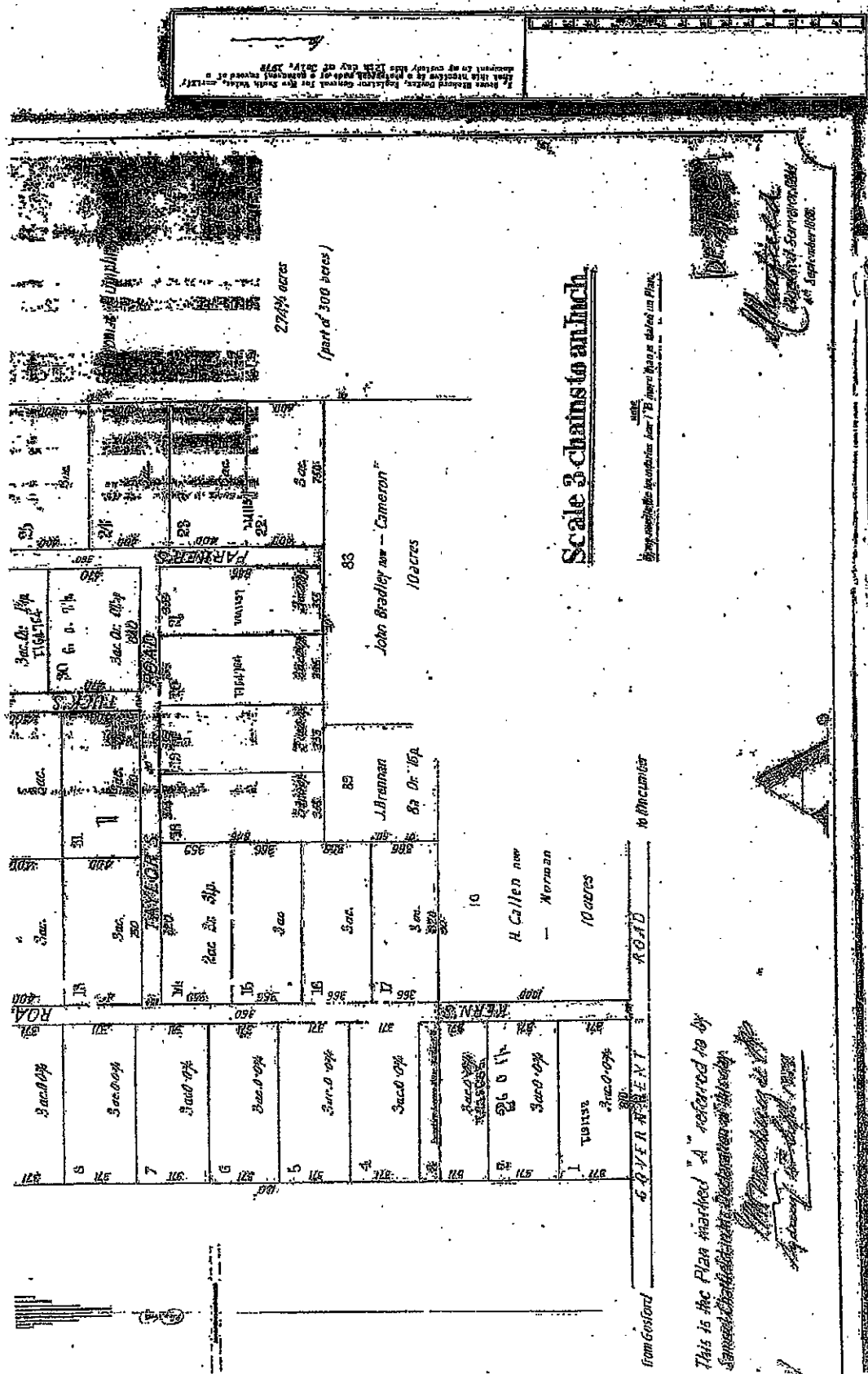


Thomas Humphreys

2.74% acs

(part of 300 acs)





CONVERSION TABLE FROM INCHES TO METRES  
 DEPARTMENT OF LANDS

| INCHES | METRES   |
|--------|----------|
| 1 1/2  | 38.100   |
| 2      | 50.800   |
| 2 1/2  | 63.500   |
| 3      | 76.200   |
| 3 1/2  | 88.900   |
| 4      | 101.600  |
| 4 1/2  | 114.300  |
| 5      | 127.000  |
| 5 1/2  | 139.700  |
| 6      | 152.400  |
| 6 1/2  | 165.100  |
| 7      | 177.800  |
| 7 1/2  | 190.500  |
| 8      | 203.200  |
| 8 1/2  | 215.900  |
| 9      | 228.600  |
| 9 1/2  | 241.300  |
| 10     | 254.000  |
| 10 1/2 | 266.700  |
| 11     | 279.400  |
| 11 1/2 | 292.100  |
| 12     | 304.800  |
| 12 1/2 | 317.500  |
| 13     | 330.200  |
| 13 1/2 | 342.900  |
| 14     | 355.600  |
| 14 1/2 | 368.300  |
| 15     | 381.000  |
| 15 1/2 | 393.700  |
| 16     | 406.400  |
| 16 1/2 | 419.100  |
| 17     | 431.800  |
| 17 1/2 | 444.500  |
| 18     | 457.200  |
| 18 1/2 | 469.900  |
| 19     | 482.600  |
| 19 1/2 | 495.300  |
| 20     | 508.000  |
| 20 1/2 | 520.700  |
| 21     | 533.400  |
| 21 1/2 | 546.100  |
| 22     | 558.800  |
| 22 1/2 | 571.500  |
| 23     | 584.200  |
| 23 1/2 | 596.900  |
| 24     | 609.600  |
| 24 1/2 | 622.300  |
| 25     | 635.000  |
| 25 1/2 | 647.700  |
| 26     | 660.400  |
| 26 1/2 | 673.100  |
| 27     | 685.800  |
| 27 1/2 | 698.500  |
| 28     | 711.200  |
| 28 1/2 | 723.900  |
| 29     | 736.600  |
| 29 1/2 | 749.300  |
| 30     | 762.000  |
| 30 1/2 | 774.700  |
| 31     | 787.400  |
| 31 1/2 | 800.100  |
| 32     | 812.800  |
| 32 1/2 | 825.500  |
| 33     | 838.200  |
| 33 1/2 | 850.900  |
| 34     | 863.600  |
| 34 1/2 | 876.300  |
| 35     | 889.000  |
| 35 1/2 | 901.700  |
| 36     | 914.400  |
| 36 1/2 | 927.100  |
| 37     | 940.800  |
| 37 1/2 | 953.100  |
| 38     | 965.800  |
| 38 1/2 | 978.100  |
| 39     | 991.800  |
| 39 1/2 | 1004.100 |
| 40     | 1016.800 |
| 40 1/2 | 1029.100 |
| 41     | 1041.800 |
| 41 1/2 | 1055.100 |
| 42     | 1068.800 |
| 42 1/2 | 1081.100 |
| 43     | 1096.800 |
| 43 1/2 | 1111.100 |
| 44     | 1124.800 |
| 44 1/2 | 1135.100 |
| 45     | 1148.800 |
| 45 1/2 | 1161.100 |
| 46     | 1174.800 |
| 46 1/2 | 1185.100 |
| 47     | 1198.800 |
| 47 1/2 | 1211.100 |
| 48     | 1224.800 |
| 48 1/2 | 1235.100 |
| 49     | 1248.800 |
| 49 1/2 | 1261.100 |
| 50     | 1274.800 |
| 50 1/2 | 1285.100 |
| 51     | 1298.800 |
| 51 1/2 | 1311.100 |
| 52     | 1324.800 |
| 52 1/2 | 1335.100 |
| 53     | 1348.800 |
| 53 1/2 | 1361.100 |
| 54     | 1374.800 |
| 54 1/2 | 1385.100 |
| 55     | 1398.800 |
| 55 1/2 | 1411.100 |
| 56     | 1424.800 |
| 56 1/2 | 1435.100 |
| 57     | 1448.800 |
| 57 1/2 | 1461.100 |
| 58     | 1474.800 |
| 58 1/2 | 1485.100 |
| 59     | 1498.800 |
| 59 1/2 | 1511.100 |
| 60     | 1524.800 |
| 60 1/2 | 1535.100 |
| 61     | 1548.800 |
| 61 1/2 | 1561.100 |
| 62     | 1574.800 |
| 62 1/2 | 1585.100 |
| 63     | 1598.800 |
| 63 1/2 | 1611.100 |
| 64     | 1624.800 |
| 64 1/2 | 1635.100 |
| 65     | 1648.800 |
| 65 1/2 | 1661.100 |
| 66     | 1674.800 |
| 66 1/2 | 1685.100 |
| 67     | 1698.800 |
| 67 1/2 | 1711.100 |
| 68     | 1724.800 |
| 68 1/2 | 1735.100 |
| 69     | 1748.800 |
| 69 1/2 | 1761.100 |
| 70     | 1774.800 |
| 70 1/2 | 1785.100 |
| 71     | 1798.800 |
| 71 1/2 | 1811.100 |
| 72     | 1824.800 |
| 72 1/2 | 1835.100 |
| 73     | 1848.800 |
| 73 1/2 | 1861.100 |
| 74     | 1874.800 |
| 74 1/2 | 1885.100 |
| 75     | 1898.800 |
| 75 1/2 | 1911.100 |
| 76     | 1924.800 |
| 76 1/2 | 1935.100 |
| 77     | 1948.800 |
| 77 1/2 | 1961.100 |
| 78     | 1974.800 |
| 78 1/2 | 1985.100 |
| 79     | 1998.800 |
| 79 1/2 | 2011.100 |
| 80     | 2024.800 |
| 80 1/2 | 2035.100 |
| 81     | 2048.800 |
| 81 1/2 | 2061.100 |
| 82     | 2074.800 |
| 82 1/2 | 2085.100 |
| 83     | 2098.800 |
| 83 1/2 | 2111.100 |
| 84     | 2124.800 |
| 84 1/2 | 2135.100 |
| 85     | 2148.800 |
| 85 1/2 | 2161.100 |
| 86     | 2174.800 |
| 86 1/2 | 2185.100 |
| 87     | 2198.800 |
| 87 1/2 | 2211.100 |
| 88     | 2224.800 |
| 88 1/2 | 2235.100 |
| 89     | 2248.800 |
| 89 1/2 | 2261.100 |
| 90     | 2274.800 |
| 90 1/2 | 2285.100 |
| 91     | 2298.800 |
| 91 1/2 | 2311.100 |
| 92     | 2324.800 |
| 92 1/2 | 2335.100 |
| 93     | 2348.800 |
| 93 1/2 | 2361.100 |
| 94     | 2374.800 |
| 94 1/2 | 2385.100 |
| 95     | 2398.800 |
| 95 1/2 | 2411.100 |
| 96     | 2424.800 |
| 96 1/2 | 2435.100 |
| 97     | 2448.800 |
| 97 1/2 | 2461.100 |
| 98     | 2474.800 |
| 98 1/2 | 2485.100 |
| 99     | 2498.800 |
| 99 1/2 | 2511.100 |
| 100    | 2524.800 |

This is the Plan marked "A" referred to by  
 Samuel Charles in his Declaration of Intention  
 dated 15th December 1888  
 signed by me at  
 15th December 1888

from Gisford  
 to Murchison  
 ROAD



InfoTrack Pty Ltd  
GPO Box 4029  
SYDNEY NSW 2001

## **SECTION 10.7(2) AND (5) PLANNING CERTIFICATE**

*Under Section 10.7 of the Environmental Planning and Assessment Act, 1979*

|                              |  |
|------------------------------|--|
| <b>Fee paid:</b>             | \$156.00   |
| <b>Receipt No:</b>           | 18747018   |
| <b>Receipt Date:</b>         | 17 May 2023  |
| <b>Property Address:</b>     | 45 Kerns Road, KINCUMBER NSW 2251  |
| <b>Property Description:</b> | Lot 7 DP 2180, Lot 8 DP 2180, Lot 11 DP 2180, Lot 12 DP 2180, Lot 13 DP 2180, Lot 31 DP 2180, Lot 32 DP 2180, Lot 33 DP 2180 |
| <b>Property Owner</b>        | M R Norman   |
| <b>Certificate No:</b>       | 62121  |
| <b>Reference No:</b>         | 20220261:242777  |
| <b>Date of issue:</b>        | 17-May-2023  |

The information contained within this certificate relates to the land.



**Wyong Office:** 2 Hely St / PO Box 20 Wyong NSW 2259

**Gosford Office:** 91-99 Mann Street, Gosford

**P** 02 4306 7900 | **E** [ask@centralcoast.nsw.gov.au](mailto:ask@centralcoast.nsw.gov.au) | **W** [centralcoast.nsw.gov.au](http://centralcoast.nsw.gov.au) | ABN 73 149 644 003

**ADVICE PROVIDED PURSUANT TO S.10.7(2) OF THE ENVIRONMENTAL  
PLANNING AND ASSESSMENT ACT 1979**

|          |   |
|----------|---|
| <b>1</b> | <b>NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS</b> |
|----------|---|

**(1) Environmental Planning Instruments and Development Control Plans which apply to the land**

Interim Development Order 122 gazetted 30/03/79 (as amended)

Central Coast Development Control Plan 2022

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

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

State Environment Planning Policy No. 65 – Design Quality of Residential Apartment Development

State Environment Planning Policy (Primary Production) 2021

State Environment Planning Policy (Transport and Infrastructure) 2021

State Environment Planning Policy (Biodiversity and Conservation) 2021

State Environment Planning Policy (Resilience and Hazards) 2021

State Environment Planning Policy (Industry and Employment) 2021

State Environment Planning Policy (Resources and Energy) 2021

State Environment Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Housing) 2021

**(2) Proposed Environmental Planning Instruments and Draft Development Control Plans which will apply to the land and is or has been the subject of community consultation or public exhibition**

Proposed State Environmental Planning Policy (Transport and Infrastructure) 2021

Proposed State Environment Planning Policy (Building Sustainability Index: BASIX) 2004

Standard Instrument (Local Environmental Plans) Order 2006

Proposed State Environmental Planning Policy (Housing) 2021

Proposed State Environment Planning Policy (Planning Systems) 2021

|          |  |
|----------|--|
| <b>2</b> | <b>ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS</b> |
|----------|--|

**(a) Identity of the Zone**

Lot 33 DP 2180

7(A) CONSERVATION IDO 122

**(b) For each of the environmental planning instruments referred to in clause 1, please refer to the attached land use table to determine (i), (ii) and (iii) listed below:**

(i) development that may be carried out within the zone without the need for development consent,

(ii) development which may not be carried out within the zone except with development consent and

(iii) development which is prohibited within the zone.

**(c) Whether additional permitted uses apply to the land**

Additional Permitted Uses **do not** apply to this land.

**(d) Development Standards applying to the land that fix minimum land dimensions for the erection of a dwelling-house**

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling-house on the land. However there are minimum lot sizes applying to the subdivision of land, and in some zones the entitlement to erect a dwelling-house, or carry out other types of residential development, is linked to that minimum lot size.

**(e) Land includes or comprises critical habitat**

No

**(f) Land is in a conservation area**

No

**(g) Item of environmental heritage is situated on the land**

None

|          |                           |
|----------|---------------------------|
| <b>3</b> | <b>CONTRIBUTION PLANS</b> |
|----------|---------------------------|

Central Coast Council Regional Section 7.12 Development Contributions Plan 2019.

|          |                              |
|----------|------------------------------|
| <b>4</b> | <b>COMPLYING DEVELOPMENT</b> |
|----------|------------------------------|

**Whether or not the land is land on which complying development can be carried out under each of the codes for complying development because of the provisions of clause 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*?**

**HOUSING CODE**

Complying Development under the Housing Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

**RURAL HOUSING CODE**

Complying development under the Rural Housing Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

**LOW RISE HOUSING DIVERSITY CODE**

Complying Development under the Low Rise Housing Diversity Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

**GREENFIELD HOUSING CODE**

Greenfield Housing Code **is not** applicable to this land.

**HOUSING ALTERATIONS CODE**

Complying development under the Housing Alterations Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

**GENERAL DEVELOPMENT CODE**

Complying development under the General Development Code **may** be carried out on the



land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

#### **INDUSTRIAL AND BUSINESS ALTERATIONS CODE**

Complying development under the Industrial and Business Alterations Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

#### **INDUSTRIAL AND BUSINESS BUILDINGS CODE**

Complying development under the Industrial and Business Buildings Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

#### **CONTAINER RECYCLING FACILITIES CODE**

Complying Development under the Container Recycling Facilities Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

#### **SUBDIVISIONS CODE**

Complying Development under the Housing Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

#### **DEMOLITION CODE**

Complying development under the Demolition Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

#### **FIRE SAFETY CODE**

Complying development under the Fire Safety Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental

Planning Policy (Exempt and Complying Development Codes) 2008.

### **AGRITOURISM AND FARM STAY ACCOMMODATION CODE**

Complying development under the Agricultural and Farm Stay Accommodation Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

|          |                           |
|----------|---------------------------|
| <b>5</b> | <b>EXEMPT DEVELOPMENT</b> |
|----------|---------------------------|

**Whether or not the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because of that Policy, clause 1.16(1) (b1)–(d) or 1.16A.**

#### **GENERAL EXEMPT DEVELOPMENT CODE**

Exempt development under the General Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

#### **ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE**

Exempt development under the Advertising and Signage Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

#### **TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE**

Exempt development under the Temporary Uses and Structures Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

|          |  |
|----------|--|
| <b>6</b> | <b>AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS (<i>BUILDING PRODUCT SAFETY ACT 2017</i>)</b> |
|----------|--|

1(a) Is there any affected building notice of which the council is aware that is in force in respect of the land?

No

1(b) Is there any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with?

No

- 1(c) Is there any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding?

No

In this section—

**affected building notice** has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4.

**building product rectification order** has the same meaning as in the *Building Products (Safety) Act 2017*

|          |                                      |
|----------|--------------------------------------|
| <b>7</b> | <b>LAND RESERVED FOR ACQUISITION</b> |
|----------|--------------------------------------|

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

Nil

|          |   |
|----------|---|
| <b>8</b> | <b>ROAD WIDENING AND ROAD ALIGNMENT</b> |
|----------|---|

- (a) DIVISION 2 OF PART 3 OF THE *ROADS ACT 1993*

The land is not affected by road realignment or road widening under the above.

- (b) ENVIRONMENTAL PLANNING INSTRUMENT

The land is not affected by road realignment or road widening under the above.

- (c) COUNCIL RESOLUTIONS

The land is not affected by road realignment or road widening under the above.

|          |   |
|----------|---|
| <b>9</b> | <b>FLOOD RELATED DEVELOPMENT CONTROLS</b> |
|----------|---|

- (1) The land or part of the land **is** within the flood planning area and **is** subject to flood related development controls.

- (2) The land or part of the land **is** between the flood planning area and the probable maximum flood and **is** subject to flood related development controls.

- (3) In this section—

**flood planning area** has the same meaning as in the Floodplain Development

Manual.

**Floodplain Development Manual** means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

**probable maximum flood** has the same meaning as in the Floodplain Development Manual.

10

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

This land is affected by a policy adopted by the council or other public authority that restricts the development of the land because of the likelihood of risk restrictions. This land is affected because:

Chapter 3.7 Geotechnical Requirements of Central Coast Development Control Plan 2022 applies to the land and the land may be subject to slip. When considering a development application, each circumstance will be considered, and development may be restricted.

The information currently available to Council indicates that **all** of the land is bushfire prone land (as defined in the Act).

The information currently available to Council indicates that **some** of the land is bushfire prone land (as defined in the Act).

In this section—

**adopted policy** means a policy adopted—

- (a) by the council, or
- (b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

11

**BUSH FIRE PRONE LAND**

The information currently available to Council indicates that **all** of the land is bushfire prone land (as defined in the Act).

The information currently available to Council indicates that **some** of the land is bushfire prone land (as defined in the Act).

12

**LOOSE-FILL ASBESTOS INSULATION**

This land does not include any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division. That register lists residential premises that contain or have contained loose-fill asbestos insulation.

|           |                        |
|-----------|------------------------|
| <b>13</b> | <b>MINE SUBSIDENCE</b> |
|-----------|------------------------|

The land **IS NOT WITHIN** a Mine Subsidence District declared under section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

|           |                                      |
|-----------|--------------------------------------|
| <b>14</b> | <b>PAPER SUBDIVISION INFORMATION</b> |
|-----------|--------------------------------------|

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

Nil

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

Not applicable

Words and expressions used in this clause have the same meaning as they have in Part 10 of the *Environmental Planning and Assessment Regulation 2021* and Schedule 7 of the *Environmental Planning and Assessment Act 1979*.

|           |                                  |
|-----------|----------------------------------|
| <b>15</b> | <b>PROPERTY VEGETATION PLANS</b> |
|-----------|----------------------------------|

Council **has not** been notified by Local Land Services – Greater Sydney that the land is subject to a property vegetation plan approved under Part 4 of the *Native Vegetation Act 2003*.

|           |                                       |
|-----------|---------------------------------------|
| <b>16</b> | <b>BIODIVERSITY STEWARDSHIP SITES</b> |
|-----------|---------------------------------------|

Council **has not** been notified by the Director-General of the Department of Planning and Environment that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act, 2016*.

Note: Biodiversity stewardship agreements include biobanking agreements under the *Threatened Species Conservation Act 1995*, Part 7A that are taken to be biodiversity stewardship agreements under the *Biodiversity Conservation Act 2016*, Part 5.

|           |                                    |
|-----------|------------------------------------|
| <b>17</b> | <b>BIODIVERSITY CERTIFIED LAND</b> |
|-----------|------------------------------------|

The land **is not** biodiversity certified land within the meaning of Part 8 of the *Biodiversity Conservation Act, 2016*.

Note: Biodiversity certified land includes land certified under the *Threatened Species*

---

*Conservation Act 1995, Part 7AA that is taken to be certified under the Biodiversity Conservation Act 2016, Part 8.*

|    |  |
|----|--|
| 18 | <b>ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006</b> |
|----|--|

Council **has not** been notified of an Order issued under the Trees (Disputes between Neighbours) Act 2006.

NOTE: This advice is based on information provided by the Land and Environment Court

|    |  |
|----|--|
| 19 | <b>ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS</b> |
|----|--|

The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works.

In this section—

**existing coastal protection works** has the same meaning as in the *Local Government Act 1993*, section 553B.

**Note—**

Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

|    |                                    |
|----|------------------------------------|
| 20 | <b>WESTERN SYDNEY AEROTROPOLIS</b> |
|----|------------------------------------|

Not applicable to Central Coast Local Government Area

|    |   |
|----|---|
| 21 | <b>DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING</b> |
|----|---|

Council **is not** aware of there being a current Site Compatibility Certificate (seniors housing) issued by the Director-General of the Department of Planning and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning and Environment.

|    |   |
|----|---|
| 22 | <b>SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING</b> |
|----|---|

Council **is not** aware of there being a valid Site Compatibility Certificate (affordable rental housing) issued by the Director-General of the Department of Planning and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning and Environment.

**NOTE**

**CONTAMINATED LAND MANAGEMENT ACT 1997**

The following matters are prescribed by section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

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

No

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

No

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

No

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

No

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

No

**ADVICE PROVIDED PURSUANT TO S.10.7(5) OF THE ENVIRONMENTAL  
PLANNING AND ASSESSMENT ACT 1979**

**NOTE:** SECTION 10.7(6) OF THE ACT STATES THAT A COUNCIL SHALL NOT INCUR ANY LIABILITY IN RESPECT OF ANY ADVICE PROVIDED IN GOOD FAITH PURSUANT TO SUBSECTION (5).

For any enquiries regarding this Certificate, please contact Council's Customer Contact Centre on 02 4306 7900.

A handwritten signature in black ink, consisting of a stylized 'E' with a diagonal line through it, and a horizontal line above it.

Tim Ennis  
**Signed on Behalf of Central Coast Council**



**LAND USE TABLE**

**ZONE NO. 7 (A) CONSERVATION AND SCENIC PROTECTION  
(CONSERVATION)**

**INTERIM DEVELOPMENT ORDER NO. 122**

Objectives of the zone

The objectives of Zone No. 7(A) are:

- (a) the conservation and rehabilitation of areas of high environmental value;
- (b) the preservation and rehabilitation of areas of high visual and scenic quality in the natural landscape;
- (c) the provision and retention of suitable habitats for flora and fauna;
- (d) the prohibition of development on or within proximity to significant ecosystems, including rainforests and estuarine wetlands;
- (e) the provision and retention of areas of visual contrast within the City, particularly the "backdrop" created by the retention of the ridgelines in their natural state;
- (f) the provision of opportunities for informal recreational pursuits, such as bushwalking and picnics, in appropriate locations;
- (g) the minimisation or prohibition of development so that the environmental and visual qualities of the natural areas are not eroded by the cumulative impact of incremental, individually minor developments;
- (h) the minimisation or prohibition of development in areas that are unsuitable for development by virtue of soil erosion, land slip, slope instability, coastal erosion or bushfire hazard.

**1 DEVELOPMENT THAT DOES NOT REQUIRE CONSENT**

Development (other than exempt development) for the purpose of:  
home occupations; recreation areas.  
Exempt development.

**2 DEVELOPMENT THAT NEEDS CONSENT**

Development (other than exempt development) for the purpose of:  
agriculture; bed and breakfast accommodation; dams; dwelling-houses; roads;  
Subdivision.

**3 PROHIBITED DEVELOPMENT**

Any development not included in Item 1 or 2.



ABN 73 149 644 003  
24 February 2022

InfoTrack Pty Ltd  
GPO Box 4029  
SYDNEY NSW 2001

Dear Sir/Madam

**Property:** Lot 7 DP 2180, Lot 8 DP 2180, Lot 9 DP 2180, Lot 11 DP 2180,  
Lot 12 DP 2180, Lot 13 DP 2180, Lot 31 DP 2180, Lot 32 DP 2180,  
Lot 33 DP 2180  
45 Kerns Road, KINGCUMBER NSW 2251  
**Your Reference:** 20220261:199940

Reference is made to your request for a Sewer Mains Diagram.

Please be advised that sewer is not available to the subject allotment.

If you have any further enquiries regarding this matter, please contact Customer Contact on 1300 463 954.

Yours faithfully

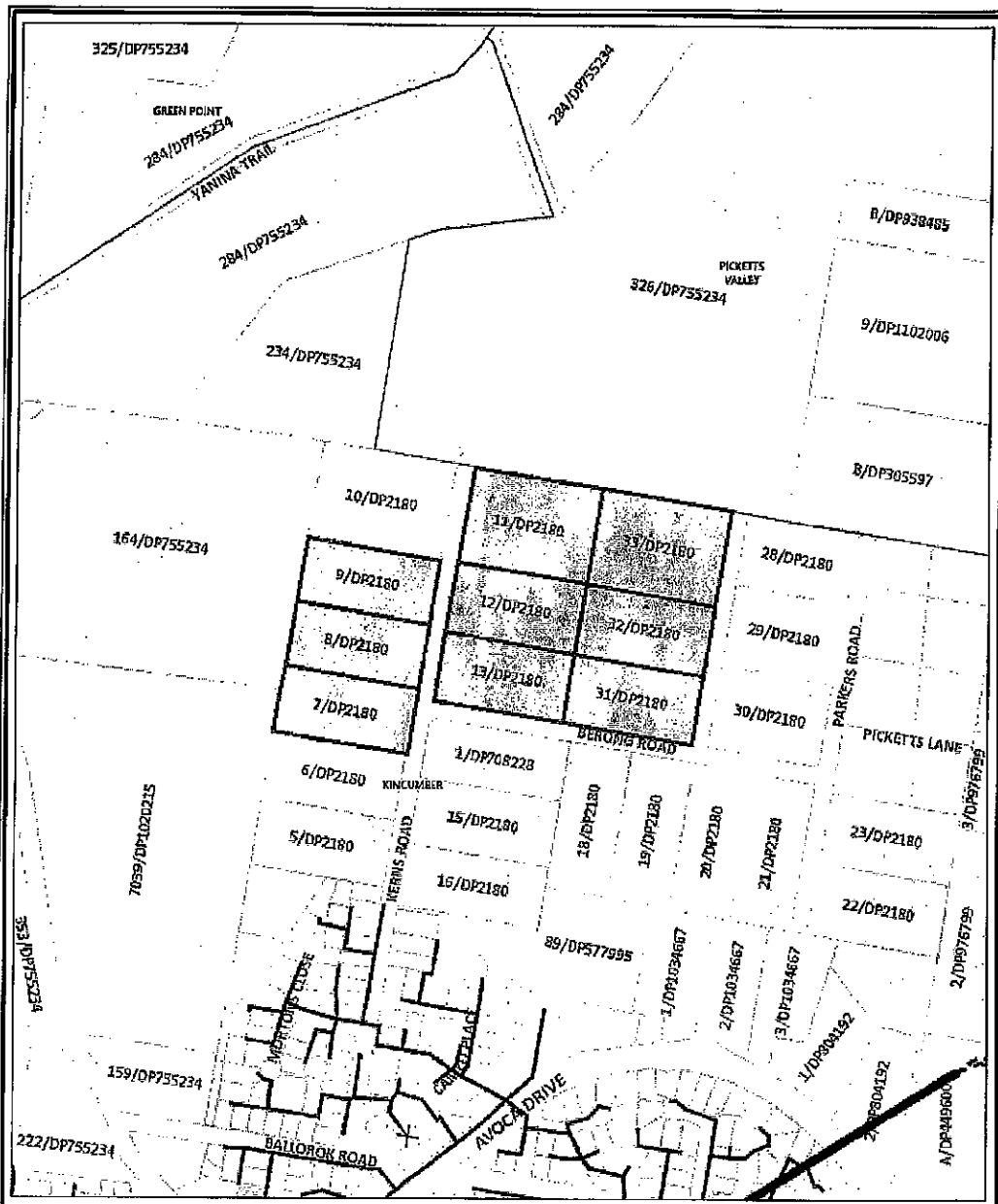
*M Walsh*

M Walsh  
**Signed on Behalf of Central Coast Council**

Attach



**Wyong Office:** 2 Hely St / PO Box 20 Wyong NSW 2259 | **P** 1300 463 954 **DX 7306**  
**Gosford Office:** 49 Mann St / PO Box 21 Gosford NSW 2250 | **P** 1300 463 954  
**E** [ask@centralcoast.nsw.gov.au](mailto:ask@centralcoast.nsw.gov.au) | **W** [www.centralcoast.nsw.gov.au](http://www.centralcoast.nsw.gov.au) | ABN 73 149 644 003



**Warning Note for Underground Plant Locations**

This plan may not have been updated to take into account changes to structures, walls, fences or structures as a result of the installation of the services. The plan is not to scale and all measurements are approximate only. The services and lines are required to be as shown by the plan and any other information on the plan. Where there is a need for any other information to be obtained, the applicant should contact the Council or the relevant authority to obtain the necessary information. The Council is not responsible for any damage or loss caused by any person who uses the plan for any purpose other than that for which it was intended. Any person who uses the plan for any other purpose is doing so at their own risk.

This document is a copy of the Council's Records kept by the Council and Planning Information. It is a record of the Council's records and is not a legal document. Any person who uses this document for any purpose other than that for which it was intended is doing so at their own risk. The Council is not responsible for any damage or loss caused by any person who uses this document for any purpose other than that for which it was intended.



**Central Coast Council  
Sewer Mains Diagram**  
Not to Scale  
Issue Date: 24/02/2022

- Legend**
- Access Obstruction
  - Dead End
  - ▲ Lumps
  - Sewer Manhole
  - Vacuum Pot
  - ✦ Valve
  - Private Pump Station
  - ⊞ Pump Station
  - Treatment Plant
  - Reducible Main
  - Trunk Main
  - Publication Main (As shown)
  - Ejector Main
  - Private Mains
  - Rising Main
  - VSD/M MMS
  - (Rising Main (As shown))
  - ⊞ Sewer Encasement
  - ✕ Abandoned Main
  - ✕ Main Not In Line
  - Applicant's Land



ABN 73 149 644 003

**Your Ref:** 20220261:199940

24 February 2022

InfoTrack Pty Ltd  
GPO Box 4029  
SYDNEY NSW 2001

Dear Sir/Madam

**45 Kerns Road, KINCUMBER NSW 2251**  
**Lot 7 DP 2180, Lot 8 DP 2180, Lot 9 DP 2180, Lot 11 DP 2180, Lot 12 DP 2180, Lot 13**  
**DP 2180, Lot 31 DP 2180, Lot 32 DP 2180, Lot 33 DP 2180**

Reference is made to your request for a Sewer Connection Plan for the above mentioned allotment.

Please be advised that Council staff have carried out a thorough search of its records and is unable to locate a sewer connection plan.

If you have any further enquiries regarding this matter, please contact Customer Contact on 1300 463 954.

Yours faithfully

*M Walsh*

M Walsh  
**Signed on Behalf of Central Coast Council**

Attachment:



**Wyang Office:** 2 Hely St / PO Box 20 Wyong NSW 2259 | **P** 1300 463 954 **DX 7306**

**Gosford Office:** 49 Mann St / PO Box 21 Gosford NSW 2250 | **P** 1300 463 954

**E** [ask@centralcoast.nsw.gov.au](mailto:ask@centralcoast.nsw.gov.au) | **W** [www.centralcoast.nsw.gov.au](http://www.centralcoast.nsw.gov.au) | ABN 73 149 644 003



MR MICHAEL NORMAN  
C/- PAUL BOLTON  
155 THE ENTRANCE ROAD  
ERINA NSW 2250

Our reference: 7134742727209

Phone: 13 28 66

25 November 2022

## Your foreign resident capital gains withholding clearance certificate

- > Purchasers are not required to withhold and pay an amount
- > Provide a copy to the purchaser and retain a copy for your records

Hello MICHAEL,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

|                              |                                      |
|------------------------------|--------------------------------------|
| Notice number                | 2410748849552                        |
| Vendor name                  | MICHAEL NORMAN                       |
| Clearance Certificate Period | 25 November 2022 to 27 November 2023 |

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
Emma Rosenzweig  
Deputy Commissioner of Taxation

### NEED HELP

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](http://ato.gov.au/FRCGW)

### CONTACT US

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.