

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Century 21 Masterpiece Shop 12/101 Waterloo Road Macquarie Park, NSW 2113	Phone: 02 9427 8999 Email: josh@c21masterpiece.com.au
co-agent	<i>Love Realty</i>	
vendor	<i>91 Main road, Bealaroo NSW 2284.</i> [REDACTED]	
vendor's solicitor	GEA Lawyers Suite 201, 7 Railway Street, Chatswood NSW 2067	Phone: 02 8065 8988 Email: help@gealawyers.com.au Fax: 02 8065 8696 Ref: 23-0220
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	346a The Esplanade, Speers Point, 2284 Registered Plan: Lot 2 Plan DP 1288114 Folio Identifier 2/1288114	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
	<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$			(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>VENDOR</p> <p>Signed by _____</p> <p>Vendor _____</p> <p>Vendor _____</p>	<p>PURCHASER</p> <p>Signed by _____</p> <p>Purchaser _____</p> <p>Purchaser _____</p>
<p>VENDOR (COMPANY)</p> <p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>	<p>PURCHASER (COMPANY)</p> <p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>

Choices

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

Nominated Electronic Lodgment Network (ELN) (clause 4): _____

Manual transaction (clause 30) NO yes

(if yes, vendor must provide further details, including any applicable 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 a **GSTRW payment** (GST residential withholding payment) NO yes (if yes, vendor must provide further details)

If the further 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 address (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

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

<p>HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number</p>

SECTION 66W CERTIFICATE

I, _____ of _____, certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **346a The Esplanade, Speers Point**, from **Ben Yau** to _____ in order that there is no cooling off period in relation to that contract;
3. I do not act for **Ben Yau** and am not employed in the legal practice of a solicitor acting for **Ben Yau** nor am I a member or employee of a firm of which a solicitor acting for **Ben Yau** is a member or employee; and
4. I have explained to :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

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:**

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

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

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

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by –

2.4.1 giving cash (up to \$2,000) to the *depositholder*;

2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or

2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or

2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

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

• Purchaser

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 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 *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 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.

346A THE ESPLANADE, SPEERS POINT 2207

SPECIAL CONDITIONS

This page and the following 6 pages contain special conditions forming part of the contract for sale of land between the Vendor and the Purchaser as described on the front page of this contract.

33 Interpretations and Definitions

- 33.1 Any reference to "Contract" means the printed form Contract as amended by these Special Conditions.
- 33.2 If there is any conflict or inconsistency between these Special Conditions and the standard printed provisions of this Contract, these Special Conditions will prevail.

34 Amendments to Standard Contract

34.1 Clauses 1 to 32 inclusive of this Contract are amended as follows:

- (1) Clause 5.1 and 5.2 – delete;
- (2) Clause 7.1.1 - delete;
- (3) Clause 10.1 - insert the words "delay completion" after the word "requisition";
- (4) Clauses 10.1.8 and 10.1.9 - delete the word "substance" and insert instead existence;
- (5) Clause 10.3 - insert the words "delay completion" after the word "requisition";
- (6) Clause 14.4 - delete the words "must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but" and further delete the word "other";
- (7) Clause 14.4.2 - delete and insert instead:

"14.4.2 - The amount to be adjusted for land tax is being the amount of land tax actually payable in respect of the property by virtue of the ownership by the Vendor";
- (8) Clause 23.2.9 - insert the words "arising from anything" before the word "disclosed";
- (9) Clauses 23.13 and 23.14 - delete;
- (10) Clause 24.1.2 replace the two instances of the word "vendor" with "purchaser" and the one instance of the word "purchaser" with "vendor";
- (11) Clause 24.3 (which includes Clauses 24.3.1, 24.3.2 and 24.3.3) – delete in its entirety;
- (12) Clause 24.4.2 - delete;
- (13) Clause 24.4.3 – insert at the beginning "insofar the vendor has in its possession" and at first bullet point, delete "at least 2 business days before the date for completion" with "on the date of completion";
- (14) Clauses 25 - 29 inclusive - delete.
- (15) Clause 30.11 – delete in its entirety.

35 Purchaser's Acknowledgements

- 35.1 The Purchaser acknowledges that it accepts the property and inclusions in their present state of repair and condition including any latent or patent defects, dilapidations and infestations, and any fair wear and tear and depreciation occurring between the date of this Contract and completion.
- 35.2 The Purchaser acknowledges that it has inspected the property and made independent enquiries

regarding the property prior to entering into this Contract.

35.3 The Purchaser acknowledges that it has not relied upon any statement, representation or warranty made by or on behalf of the Vendor except those expressly set out in this Contract.

35.4 Subject to any relevant legislation, the Purchaser cannot make any requisition or claim, delay completion, rescind or terminate this Contract in respect of any matters referred to in this clause including, without limitation:

- (a) the state of repair and condition of the property and inclusions;
- (b) the nature, location or availability of any service;
- (c) any encumbrances affecting or benefiting the property;
- (d) any fencing for the property;
- (e) any encroachments upon/ by the property by/upon neighbouring properties;
- (f) any improvements to the property which may not have been approved by the relevant authority;
- (g) the suitability for use of the property and the development potential of the property;
- (h) Any orders or notices issued by any authority in respect of the property.

36 Attachments to Contract

36.1 The Vendor does not warrant the accuracy or completeness of any document attached to this Contract.

36.2 The purchaser must rely on its own independent enquiries in respect of any document attached to this Contract and may not make a claim or requisition, delay completion, rescind or terminate this Contract in respect of any document attached to this Contract.

37 Warranty as to Agent

37.1 The Purchaser warrants to the Vendor that it has not been introduced to the Property directly or indirectly by any agent other than the Vendor's Agent on the front page of this Contract.

37.2 The Purchaser hereby agrees to indemnify the Vendor in respect of any claim/s made by any agent other than the Vendor's Agent against the Vendor which arises out of a breach of the Purchaser's warranty in this clause.

37.3 This special condition shall not merge on completion.

38 Requisitions on Title

38.1 The Purchaser agrees that it is only entitled to making requisitions in the form attached to this Contract within 7 days from the date of this Contract.

38.2 The Vendor is not obliged to reply to any requisitions unless the Purchaser complies with this clause.

39 Payment of Deposit by Instalments

39.1 This clause applies only if the Vendor has agreed to accept a deposit that is less than ten percent (10%) of the Purchase Price on exchange. The Deposit is payable by the Purchaser as follows:

- (a) 5% of the Purchase Price on the making of this Contract; and

- (b) the balance of the 10% of the Purchase Price upon completion or default by the Purchaser whichever is the earlier,

and time is of the essence in this regard.

- 39.2 In the event that the Purchaser fails to complete this Contract or in circumstances where the Vendor becomes entitled to terminate this Contract, the Vendor shall have the right to recover from the Purchaser any deposit or monies not paid by the Purchaser under this Contract.

40 Deposit Bond or Bank Guarantee

- 40.1 Deleted.

41 Completion and Notice to Complete

- 41.1 Completion of this Contract must take place by 3.30 pm on the Completion Date.
- 41.2 In the event that either party fails to complete this Contract by the Completion Date, the party that is ready, willing and able to complete shall be entitled at any time thereafter to serve a notice to complete upon the other party making time for completion essential and requiring the other party to complete within a period of not less than 14 days from the date of service of the notice. The parties agree that the notice period of 14 days is reasonable and sufficient to render the time for completion essential.
- 41.3 The party serving the notice is entitled to withdraw or extend the notice at any time and subsequently issue a further notice. The party serving the notice is also entitled to recovering from the other party a sum of \$350.00 +GST, being legal fees payable for issuing such notice.
- 41.4 Notwithstanding clause 2.9 of this Contract, if this Contract is terminated by either party under a notice to complete, the party terminating the Contract is entitled to receiving the deposit together with all interest earned on the deposit.

42 Interest on Late Completion

- 42.1 If this Contract is not completed on or before the Completion Date and the delay is caused by the Purchaser, then the Purchaser must pay to the Vendor interest on the balance of the Purchase Price at the rate of 12% per annum from the Completion Date up to and including the day this Contract is completed.
- 42.2 The parties agree that the 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 on the Completion Date.
- 42.3 The Vendor may fix the Completion Date as the adjustment date.

43 Swimming Pool

- 43.1 This clause applies only if the property has a swimming pool:
 - a) The Vendor does not warrant that the swimming pool on the property complies with Swimming Pool Act 1992 and the relevant regulations.
 - b) The Purchaser acknowledges that it shall rectify any non-compliance and comply with the Act and regulations after completion.
 - c) The Purchaser must not make any objection, requisition or claim, delay completion, rescind or terminate this Contract in respect of any matter raised under this clause.
 - d) This clause shall not merge on completion.

44 Corporate Purchaser

- 44.1 If the Purchaser is a company, the Purchaser must provide a Deed of Guarantee and Indemnity

duly executed by the Guarantor/s (being the director/s of the company), in the form attached to this Contract.

- 44.2 This clause and the provisions of the Deed of Guarantee and Indemnity is an essential term of this Contract and do not merge on completion of this Contract.

45 Payment of Land Tax

- 45.1 If there is any outstanding land tax on the property, the Purchaser agrees, and hereby authorises the Deposit holder, to release from the Deposit sufficient money to pay the land tax to enable a clear land tax certificate to be obtained prior to completion.

46 Errors in Adjustment of Outgoings

- 46.1 Both parties agree that if any adjustment of outgoings made under this Contract is incorrect, both parties will do all things necessary to rectify such error/s within a reasonable time.
- 46.2 This condition shall not merge on completion.

47 Charges and outstanding

- 47.1 The Vendor will not be obliged to remove any charges on the property in respect of rates and taxes until completion of this Contract.
- 47.2 The Vendor shall be entitled to serve a notice to complete on the Purchaser notwithstanding the existence of any charges on the property prior to completion.

48 Facsimile transmission

- 48.1 A document served under this Contract by facsimile transmission is deemed to have been received under clause 20.6.5 when the transmission has been completed except where the time of dispatch is later than 5.00 pm on a business day in the place to which the notice is sent, then the notice is deemed to have been received at 9.00 am on the next business day at that place.

49 Foreign Acquisitions

- 49.1 In the event that the Foreign Acquisitions and Takeovers Act 1975 (Cth) applies to the Purchaser and to this Contract, the Purchaser must indemnify the Vendor for any loss, damage or other civil financial disadvantage to which the Vendor may suffer by reason of the Purchaser's breach of that Act in relation to this Contract.
- 49.2 This clause shall not merge on completion.

50 Incapacity

- 50.1 Without in any manner negating, limiting or restricting any rights or remedies available to either party at law or in equity, the parties agree that if the Purchaser:
- (a) being an individual, dies or loses mental capacity to manage its own affairs; or
 - (b) being a company, resolves to go into liquidation or enters into any arrangement with its creditors under the Corporations Act 2001 or if a liquidator, receiver is appointed to the Purchaser;
- then the Vendor may by notice in writing to the Purchaser rescind this Contract and the provisions of clause 19 shall apply.

51 Consumer Credit Code

- 51.1 The Purchaser warrants to the Vendor that credit is not required to pay for the Property, or that the Purchaser has before the date of this Contract obtained approval for credit to finance the purchase of the Property on terms which are reasonable and acceptable to the Purchaser.
- 51.2 The Purchaser agrees and acknowledges that this Contract cannot be terminated pursuant to section 124 of the Consumer Credit Code.

52 Severability

- 52.1 If any provision in this Contract is invalid or enforceable, then this Contract shall be read as if such provision is severed from this Contract without affecting the validity or enforceability of the remaining provisions of this Contract.

53 Whole Agreement

- 53.1 The parties acknowledge that the terms and conditions in this Contract contain the entire agreement between the parties as at the date of this Contract and the Purchaser acknowledges that it has not been induced to entering into this Contract by any representation made by or on behalf of the Vendor which is not included in this Contract.

54 Non-merger

- 54.1 The provisions of this Contract having application after completion continue to apply despite completion.

55 Governing Law and Jurisdiction

- 55.1 The Contract is governed by the law of New South Wales in Australia, and the parties irrevocably submit to the jurisdiction of the Courts of New South Wales.

56 Release of Deposit

- 56.1 The Purchaser hereby unconditionally and irrevocably authorises the Depositholder to release the whole or part of the Deposit paid under this Contract to the Vendor prior to completion.

DIRECTOR'S GUARANTEE AND INDEMNITY

Guarantor means
director/secretary corporation, the sole director/secretary)

(being two of the directors of the Purchaser or, if the Purchaser is a sole

In consideration of the Vendor entering this Contract at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the Vendor:

- (a) the payment of all money payable by the Purchaser under this Contract; and
- (b) the performance of all the Purchaser's other obligations under this Contract.

2 The Guarantor agrees to the Vendor the payment of all money by the Purchaser on the dates specified in the Contract and the Guarantor must pay that money to the Vendor on the due dates if required by the Vendor

3 If the purchaser does not

- (a) pay all money payable by the Purchaser; or
- (b) comply with any of the purchaser's obligations under this contract,

on time, the Guarantor must on demand pay that money and all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this guarantee and indemnity to the vendor and/or or comply with those obligations or both, as the case may be, whether or not the vendor has demanded that the purchaser pay or comply and irrespective of whether the Contract has been completed or title has been transferred to the Purchaser provided that upon payment the Vendor will transfer the property to the Purchaser in accordance with the Contract..

4 As an additional obligation of the Guarantor which the Vendor may enforce separately from the guarantee, the Guarantor

- (a) indemnifies the Vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the Vendor in connection with or arising from any breach or default or attempted breach or default by the Purchaser of its obligations under this Contract whether or not the vendor or the Guarantor knew or should have known about a fact or circumstance that gives rise to a claim under this indemnity; and
- (b) must pay on demand any money due to the Vendor under this indemnity.

It is not necessary for the vendor to incur expense or make a payment before enforcing this indemnity

5 The Guarantor is jointly and severally liable with the Purchaser to the Vendor for

- (a) the Purchaser's performance of its obligations under this Contract;
- (b) any damage incurred by the Vendor as a result of the Purchaser's failure to perform its obligations under this Contract, or the termination of this Contract by the Vendor.

6 The Guarantor must pay interest on any amount payable by it under this guarantee and indemnity, which it does not pay on time on demand or at times the vendor specifies, from when the amount becomes due until it is paid. Interest is calculated on daily balances at the rate of 10% per annum and is capitalised on the last day of each month if unpaid

7 Until the Vendor has received all money payable to it under the Contract, and the Purchaser and the Guarantor have performed all their obligations under this Contract, neither the Purchaser nor the Guarantor may:

- (a) claim or receive the benefit of a dividend or distribution, a payment of the estate or assets, or a payment in the liquidation, winding up or bankruptcy of a person liable jointly with the Purchaser or Guarantor to the Vendor or liable under a security for money payable by the Purchaser of the Guarantor; or
- (b) prove in an estate or in relation to an asset in a liquidation, winding-up or bankruptcy in competition with the Vendor unless the amount the Vendor is entitled to will not be reduced as a result.

8 If the Vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the Guarantor's obligations under this guarantee and indemnity.

9 The Guarantor's obligations under this Clause are not released, discharged or otherwise affected by, without limitation the following

- (a) the Vendor releases or enters into a composition with the Purchaser;
- (b) a payment made to the Vendor is later avoided;
- (c) the Vendor assigns or transfers the benefit of this Contract
- (d) the grant of any time, waiver, or covenant not to sue or other indulgence;
- (e) the vendor's acquiescence, delay or mistake;

- (f) the release (including without limitation a release as part of a novation) or discharge of any person;
- (g) an arrangement, composition or compromise entered into by the Vendor, the purchaser, the Guarantor or any other person;
- (h) an extinguishment, failure, loss, release, discharge, abandonment impairment, compound, composition or compromise, in whole or in part of any document or agreement;
- (i) any moratorium or other suspension of a right, power, authority or discretion or remedy conferred on the Vendor by this Contract, a statute, a court or otherwise;
- U) payment to the Vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
- (k) the winding-up of the Purchaser,
- (l) the variation, assignment, or termination of this contract.

10 This guarantee and this indemnity are independent of and in addition to any other guarantee or security the vendor holds and may not be terminated by the Guarantor. They continue until the vendor unconditionally releases the Guarantor in writing or until all of the Guarantor's obligations under the guarantee and the indemnity are complied with.

EXECUTED as a Deed.

Signed sealed and delivered by
(the Guarantor) in the presence of

Signature of witness

Name of witness (BLOCK LETTERS)

Address of witness

CONDITIONS OF SALE BY AUCTION

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

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) Subject to subclause (2A), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (2A) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
 - (a) More than one vendor bid may be made to purchase the interest of a co-owner.

- (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
- (3) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:

The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:

- (a) if that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or
- (b) if that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.



FOLIO: 2/1288114

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
19/4/2023	1:43 PM	2	4/1/2023

LAND

LOT 2 IN DEPOSITED PLAN 1288114
AT SPEERS POINT
LOCAL GOVERNMENT AREA LAKE MACQUARIE
PARISH OF KAHIBAH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1288114

FIRST SCHEDULE

BEN YAU

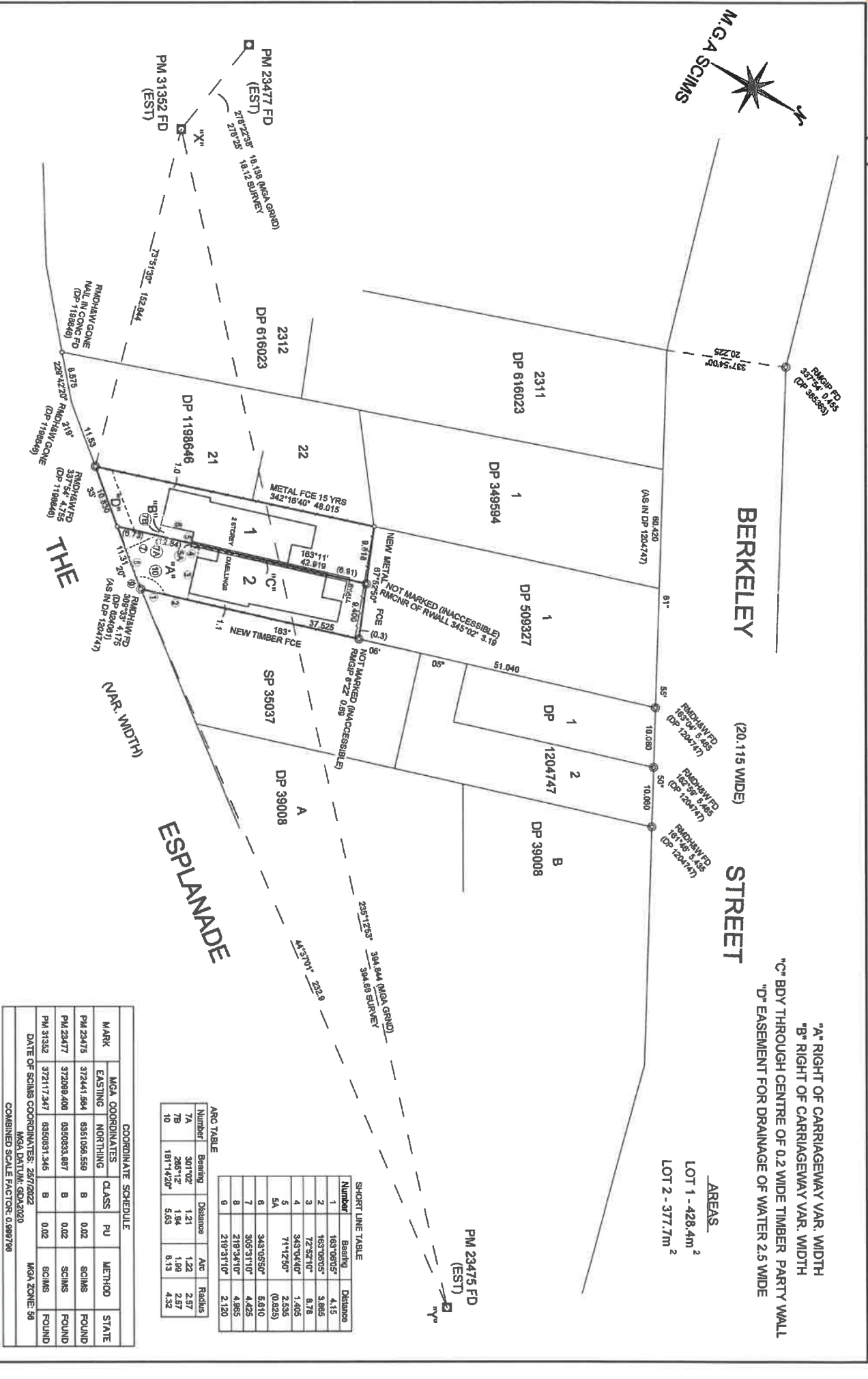
SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 630095 LAND EXCLUDES MINERALS
- 3 AK107913 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
- * 4 AP90041 CAVEAT BY LYA FINANCIAL SERVICES PTY LTD
- 5 DP1288114 RIGHT OF CARRIAGEWAY VARIABLE WIDTH REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1288114 RIGHT OF CARRIAGEWAY VARIABLE WIDTH REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1288114 EASEMENT FOR DRAINAGE OF WATER 2.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1288114 CROSS EASEMENTS FOR PARTY WALLS (S. 88BB CONVEYANCING ACT, 1919) AFFECTING THE PARTY WALL(S) SHOWN IN THE TITLE DIAGRAM

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



BERKELEY STREET
(20.115 WIDE)

STREET

ESPLANADE
(VAR. WIDTH)

"A" RIGHT OF CARRIAGEWAY VAR. WIDTH
 "B" RIGHT OF CARRIAGEWAY VAR. WIDTH
 "C" BDY THROUGH CENTRE OF 0.2 WIDE TIMBER PARTY WALL
 "D" EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE

AREAS
 LOT 1 - 428.4m²
 LOT 2 - 377.7m²

SHORT LINE TABLE

Number	Bearing	Distance
1	163°06'05"	4.15
2	163°06'05"	3.885
3	72°52'10"	8.76
4	343°04'40"	1.405
5	71°12'50"	2.555 (0.825)
6	343°06'50"	6.610
7	305°31'10"	4.425
8	219°34'10"	4.865
9	219°31'10"	2.120

ARC TABLE

Number	Bearing	Distance	Arc	Radius
7A	301°02'	1.21	1.22	2.67
7B	206°12'	1.94	1.96	2.67
10	181°42'0"	5.63	6.13	4.32

COORDINATE SCHEDULE

MARK	MGA COORDINATES	CLASS	PU	METHOD	STATE
PM 23475	372441.584	B	0.02	SCIMS	FOUND
PM 23477	372088.408	B	0.02	SCIMS	FOUND
PM 31352	372117.347	B	0.02	SCIMS	FOUND

DATE OF SCIMS COORDINATES: 28/7/2022
 MGA DATUM: GDA2010
 COMBINED SCALE FACTOR: 0.999798
 MGA ZONE: 96


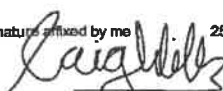

Surveyor:
 CRAIG WILLS
 Date of Survey: 28/7/2022
 Surveyor's Ref: 14860DP

PLAN OF SUBDIVISION OF LOT 2
 DP 509327


LGA: LAKE MACQUARIE
 Locality: SPEERS POINT
 Subdivision No:
 Lengths are in metres. Reduction Ratio: 1:400

Registered
 20/10/2022

DP1288114

PLAN FORM 6_E (2020)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 6 sheet(s)
<p>Registered:  20/10/2022</p> <p>Title System: TORRENS</p>	<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP1288114</h1>	
<p>PLAN OF SUBDIVISION OF LOT 2 DP 509327</p>	<p>LGA: LAKE MACQUARIE Locality: SPEERS POINT Parish: KAHIBAH County: NORTHUMBERLAND</p>	
<p style="text-align: center;">Survey Certificate</p> <p>I, CRAIG WILLS of SCDW SURVEYING PTY LTD a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 25-Jul-2022</p> <p>(b) Partial Survey</p> <p>(c) Compilation</p> <p>Datum Line: X-Y Type: Urban <input checked="" type="checkbox"/> Rural <input type="checkbox"/></p> <p>Electronic signature affixed by me  25/7/22 Signature: _____ Dated: 25-Jul-2022 Surveyor Identification No: 8900 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p>	<p style="text-align: center;">Crown Lands NSW Western Lands Office Approval</p> <p>_____ (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: _____ Date: _____ File Number: _____ Office: _____</p>	
<p>Plans used in the preparation of survey.</p> <p>DP 509327 DP 1204747 DP 1198646 DP 349594 DP 624061</p>	<p style="text-align: center;">Subdivision Certificate</p> <p>I, David Pavitt, Authorised Person, certify that the provisions of section 6.15 of the <i>Environment Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature </p> <p>Consent Authority: Lake Macquarie City Council Date of Endorsement: 19 August 2022 Subdivision Certificate number: SC/57/2022 File number: DA/758/2016/A</p> <p>Electronic signature of me, David Pavitt affixed by me, on 19 August 2022</p>	
<p>Surveyor's Reference: 14880DP</p>	<p style="text-align: center;">Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p style="text-align: right;">Signatures, Seals and Section 88B Statements should appear on the following sheet(s)</p>	

PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 6 sheet(s)

Registered:  20/10/2022 Office Use Only

Office Use Only

DP1288114

PLAN OF SUBDIVISION
OF LOT 2 DP 509327

Subdivision Certificate number: SC/57/2022
Date of Endorsement: 19 August 2022

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

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

1. RIGHT OF CARRIAGEWAY VAR. WIDTH "A"
2. RIGHT OF CARRIAGEWAY VAR. WIDTH "B"
3. EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE "D"

If space is insufficient use additional annexure sheet

Surveyor's Reference: 14860DP

PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 6 sheet(s)

Registered:  20/10/2022 Office Use Only

Office Use Only

DP1288114

PLAN OF SUBDIVISION
 OF LOT 2 DP 509327


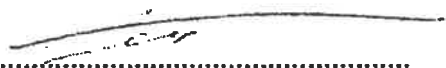
Subdivision Certificate number: **SC/57/2022**
 Date of Endorsement: 19 August 2022

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

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
1		346	THE ESPLANADE		SPEERS POINT
2		346A	THE ESPLANADE		SPEERS POINT

If space is insufficient use additional annexure sheet

Surveyor's Reference: 14860DP

PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 4 of 6 sheet(s)
Registered:  20/10/2022	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 2 DP 509327	<h1>DP1288114</h1>	
Subdivision Certificate number: SC/57/2022	This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 2017• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
Date of Endorsement: 19 August 2022		
<div style="border-top: 1px dotted black; margin-bottom: 10px;"></div> <p>BEN YAU</p>		
<small>If space is insufficient use additional annexure sheet</small>		
Surveyor's Reference: 14860DP		

PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 5 of 6 sheet(s)

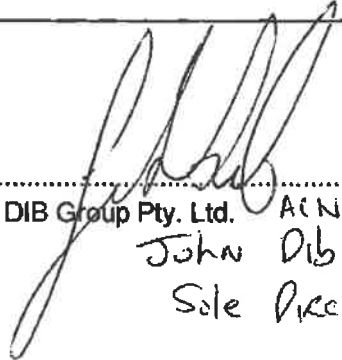
Registered:  20/10/2022 Office Use Only

Office Use Only
DP1288114

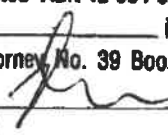
PLAN OF SUBDIVISION
OF LOT 2 DP 509327

Subdivision Certificate number:
Date of Endorsement:

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




Cavator under Caveat Dealing No. AP731538
executed by DIB Group PTY LTD ACN 002889474
in accordance with s127 of the Corporations Act 2001

.....
DIB Group Pty. Ltd. ACN 002 889 474
John Dib
Sole Director / Secretary

Mortgages under Mortgage No. AK107913
Signed at Chatswood this 9th day of May
20 22 for National Australia Bank Limited ABN 12 004 044 937
by DAVID ZHANG its duly
appointed Attorney under Power of Attorney No. 39 Book 4512
Attorney Signature, Level 3 Attorney 
Witness Signature Titus Wang
Witness Name TITUS WANG
Witness Address Level 13, Tower B
799 Pacific Highway, Chatswood NSW 2067

If space is insufficient use additional annexure sheet

Surveyor's Reference: 14860DP

PLAN FORM 6_E (2020) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 6 of 6 sheet(s)
Registered:  20/10/2022	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 2 DP 509327		DP1288114
Subdivision Certificate number: SC/57/2022 Date of Endorsement: 19 August 2022		
This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.		
Caveator under caveat dealing no. AP90041. Executed by LYA Financial Services Pty. Ltd. ACN 627 770 334 in accordance with s127 of the Corporations Act 2001.		
 LYA Financial Services Pty. Ltd. Sole director and secretary CHANG LIU		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 14860DP		

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

Plan: DP1288114

Plan of SUBDIVISION
OF LOT 2 DP 509327

covered by Subdivision Certificate No. SC/57/2022
dated 19 August 2022

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

BEN YAU
346 THE ESPLANADE SPEERS POINT 2284

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Right of carriage way var width	2	1
2	Right of carriage way var width	1	2
3	EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE	1	2


.....
Attesting Witness

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

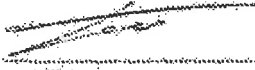
Plan of SUBDIVISION OF LOT 2 DP 509327

Plan: **DP1288114**

covered by Subdivision Certificate No. SC/57/2022
dated 19 August 2022

Part 2 (Terms)


Statutory Terms are adopted for all statutory interest(s).


.....
BEN YAU

WITNESS NAME Craig Davidson

WITNESS SIGNATURE 

WITNESS ADDRESS 8 Manton Avenue, Newington NSW 2127


.....
Attesting Witness

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

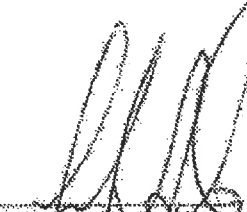
Plan: **DP1288114**

Plan of SUBDIVISION OF LOT 2 DP 509327

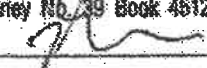
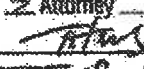
covered by Subdivision Certificate No. **SCI5712022**
dated **19 August 2022**

Part 2 (Terms)

Statutory Terms are adopted for all statutory interest(s).


DIB Group Pty Ltd ACN 002889474
John DIB
Sole Executive Director

Caveator under Caveat Dealing No. AP731538
executed by DIB Group PTY LTD ACN 002889474
in accordance with s127 of the Corporations Act 2001

Mortgagee under Mortgage No. **AK107913**
Signed at **Chatswood** this **9th** day of **May**
2022 for National Australia Bank Limited ABN 12 004 044 937
by **DAVID ZHANG** its duly
appointed Attorney under Power of Attorney No. **39** Book **4512**
Attorney Signature, Level **3** Attorney 
Witness Signature 
Witness Name **TITUS WANG**
Witness Address **Level 13, Tower B**
799 Pacific Highway, Chatswood NSW 2067


.....
Attesting Witness

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

Plan: **DP1288114**

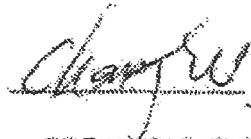
Plan of SUBDIVISION OF LOT 2 DP 509327

covered by Subdivision Certificate No. **SC/57/2022**
dated **19 August 2022**

Part 2 (Terms)

Statutory Terms are adopted for all statutory interest(s).

Caveator under caveat dealing no. AP90041. Executed by LYA Financial Services Pty. Ltd.
ACN 627 770 334 in accordance with s127 of the Corporations Act 2001.



LYA Financial Services Pty. Ltd.

Sole director and secretary
CHANG LIU



Attesting Witness

(Sheet 4 of 4 Sheets)



Transfer
Endorsement
Certificate

30/9/11
29/9/11

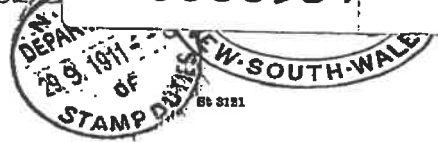


MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)

630095



630095T



FEE SIMPLE

27 OCT. 1911 4 P.M.

Name, residence, occupation, or other designation, in full, of transferor. I, Sir James Reading Fairfax of Sydney Knight.

If a less estate, strike out "in fee simple," and interline the required alteration. being registered as the proprietor of an "Estate in fee simple" in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon, in consideration of Thirty nine pounds Sterling. (£ 39:0:0)

Name, residence, occupation, or other designation, in full, of transferee. paid to me by Edith Isabella Hall, wife of Alfred Francis Hall, Licensed Surveyor, Newcastle.

If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband. the receipt whereof I hereby acknowledge,

If to two or more, state whether as joint tenants or tenants in common. do hereby transfer to the said Edith Isabella Hall.

Area, in acres, rods, or perches. ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing 1 rood 30 2/10 poles situate in at Lake Macquarie Parish of Kahibah County of Northumberland

"The whole" or "part," as the case may be. being part of the land comprised in Certificate of Title "Crown Grant," or "Certificate of Title." dated 17th February 1909 registered volume No.1949 folio 85

Strike out if not appropriate. These references will suffice, if the whole land in the grant or certificate be transferred. But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description of plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:— "as delineated in the plan hereon [or "annexed hereto"] or "described as follows, viz.":— Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances. And also in the pieces of land as follows:— being lot 25, section P, Speer's Point Fourth Subdivision, and shown on deposited plan Number 5537 Reserving unto the Transferor all mines of coal and other minerals lying in and under the said land with all necessary and proper rights powers and easements in connection therewith

[Rule up all blanks before signing.]

The form when filled in should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

2 M. P.D.

OF ENCUMBRANCES, &c., REFERRED TO.

p See note "c," page 1.
A very short note of
the particulars will
suffice.

Reserving unto the Crown all mines of Gold and Silver.

[Rule up all blanks before signing.]

20 If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferrer is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form.
This applies only to instruments signed within the State.
If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place.
If the Transferrer or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

In witness whereof, I have hereunto subscribed my name, at Sydney
the Nineteenth (19th) day of September in the year
of our Lord one thousand nine hundred and eleven

Signed in my presence by the said
James Reading Fairfax by his
Attorney Thomas James Thompson

WHO IS PERSONALLY KNOWN TO ME

T. J. Thompson

Signed^a

JAMES R. FAIRFAX,
BY HIS ATTORNEY,

T. J. Thompson
Transferrer.*

21 Repeat attestation for additional parties if required.

NS 1251

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

I, Thomas James Thompson of Sydney
in the State of New South Wales Stock and Share Broker
do hereby solemnly declare and affirm:—

1. That I am the Attorney of Sir James Reading
Fairfax of Sydney, aforesaid Knight, acting under
Deed Poll or Power of Attorney, dated the fourth day
of September one thousand nine hundred and six a
copy whereof is filed in the Land Titles Office Sydney
as Number 6344.
2. I have received no notice actual, or, constructive
express, or implied of the revocation of the said Deed
Poll or Power of Attorney.

And I make this solemn declaration as to the matters aforesaid according to the law in this behalf made and subject to the punishment by law provided for any wilfully false statement in any such declaration.

Taken and declared at Sydney
this 19th day of September 1911
Before me

R. J. King J.P.

T. J. Thompson

Dated

1911.

Statutory Declaration.

BY

J. J. Thompson/Kosy

NORFON, SMITH & CO.

W. H. Hume & Co., Printers, Bond Street, Sydney.

hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

correct for the purposes of the Real Property Act.

Signed in my presence, by the said

Edith Isabella Hall.

WHO IS PERSONALLY KNOWN TO ME

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

Edith I. Hall.
Transferee.

(* The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See note "o" in margin.)
N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

FORM OF DECLARATION BY ATTESTING WITNESS.*

Appeared before me, at _____, the _____

day of _____, one thousand nine hundred and _____

the attesting witness to this instrument, and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said _____

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

- q May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.
- r Name of witness and residence.
- s Name of Transferee.
- t Name of Transferee.

* Registrar-General, Deputy, Notary Public, J.P., or Commissioner for Affidavits.

Lot 25 Sec P. & S. 5537
at Lake Macquarie
reserving coal & other minerals

Lodged by

(Name) Thompson & Nott

(Address) 118 Pitt St

Mr J.R. Fairfax

Transferrer.

Edith Isabella Hall

Transferee.

Particulars entered in the Register Book, Vol. 1949
Folio 85.

the 27th day of October, 1911,
at ~~minutes~~ 4 o'clock
in the afternoon.

W. R. Williams
Registrar General


1888A 1-NOV-1911

NOV. 1	911
1	158
8	CP
5-11-11	

Word

1600

2200

20 NOV 1911

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-

No Transfer can be registered until the fees are paid.
If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to save this expense, if it be intended to make several Transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.
Tenants in common must receive separate Certificates. 20s. will be required for each additional Certificate.
The fees on transfer are 10s. and 20s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1872, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
The Transfer is complete from the moment it is recorded.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.



Form: 05M
 Licence: 05-12-710
 Licensee: National Australia Bank Limited

MORTGAGE
 New South Wales
 Real Property Act, 1900

AK107913E

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

Office of State Revenue use only.

2627 421198008 S3 E2

Land Mortgaged
 Insert current
 title reference of
 land being
 mortgaged
 e.g. Identifier
 6/278946

**LAND
 MORTGAGED**

2/509327

LODGED BY

Delivery Box 45A	LLPN: 123011G NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 Reference (optional): 15LD3502
------------------------	---

Mortgagor
 State Christian
 Name(s) and
 Surname(s) in full
 of each Mortgagor.

MORTGAGOR

Ben. Yau.....

acknowledge giving this mortgage and incurring obligations and giving rights under it for valuable consideration received from the mortgagee (*Bank*) specified below and agree with the *Bank* that the provisions set out in the Schedule below are incorporated in this mortgage AND MORTGAGES to the *Bank* all the estate and interest of the mortgagor in the land specified above.
 Encumbrances (if applicable):

1. 2. 3.

Encumbrances
 State only the
 registered number
 of any mortgage,
 lease, charge or
 writ to which the
 mortgage is subject.
 Rights of
 carriage way,
 covenants, etc. are
 not to be shown.

MORTGAGEE

M	NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937	MM
---	--	----

THIS IS THE SCHEDULE REFERRED TO IN THIS MORTGAGE

The Mortgagor (*you*) agrees with the Bank as follows:

1. The provisions in the memorandum filed in the Department of Lands, Land and Property Information Division as Number AG363688(memorandum) are incorporated in this mortgage.

THE SCHEDULE HEREIN BEFORE REFERRED TO (continued)

2. You acknowledge that you received, read and understood a copy of this mortgage before signing this mortgage. A reference to "this mortgage" in the cover sheet, this Schedule, the memorandum or in any annexure to this mortgage is a reference to the mortgage constituted by the cover sheet, this Schedule, the memorandum and any such annexure.
3. You have entered into this mortgage for the purposes of securing to the *Bank* the payment of the *amount owing* (as defined in the memorandum).
4. This mortgage is not executed by you as a result of any representation, promise or statement by the *Bank* or anyone on behalf of the *Bank*, other than any representation, promise or statement expressly or by implication contained in this mortgage. This mortgage is not entered into on any condition not expressed or implied in this mortgage.
5. If the wording of the memorandum is inconsistent with this Schedule, this Schedule prevails.

DATE 16 / 11 / 2015
 dd mm yyyy

I certify I am an eligible witness and that the mortgagor signed this mortgage in my presence [see note* below].

Certified correct for the purposes of the Real Property Act 1900 by the Mortgagor.



Signature of Witness

Signature of Mortgagor

NAB Chenxin Li
 Name of Witness
Suite 301, Level 3
22-28 Edgeworth David Avenue
Hornsby NSW 2077

Signature of Mortgagor

Companies Executing without using a Common Seal

Executed by

Certified correct for the purpose of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person (s) whose signature (s) appear (s) below pursuant to the authority specified. Authority: Section 127 of the Corporations Act 2001.

by being signed by:

Signature
Full name
Address
Office held (Director, Secretary or Sole Director and Sole Company Secretary)

Signature
Full name
Address
Office held (Director, Secretary or Sole Director and Sole Company Secretary)

Companies Executing by using a Common Seal

The Common Seal of

--

was affixed in the presence of:

Certified correct for the purpose of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person (s) whose signature (s) appear (s) below.
 Authority: Section 127 of the Corporations Act 2001.

--

Signature
Full name
Address
Office held (Director, Secretary or Sole Director and Sole Company Secretary)

Signature
Full name
Address
Office held (Director, Secretary or Sole Director and Sole Company Secretary)

I certify I am an eligible witness and that an authorised officer of the mortgagee signed this mortgage in my presence [see note* below].



Signature of Witness

**EVA HAN
 ASSOCIATE**

Name of Witness

NAB
Suite 301, Level 3
22-28 Edgeworth David Avenue
Hornsby NSW 2077

Address of Witness

Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee.



A duly authorised officer of the Mortgagee

**JIE ZHOU
 BUSINESS BANKING
 MANAGER**

Authorised Officer's name

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

System Document Identification

Form Number:08X-e
Template Number:X_nsw09
ELN Document ID:9764093

Land Registry Document Identification

CAVEAT
New South Wales
Section 74F Real Property Act 1900

AP90041

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

WARNING: Care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.

LODGED BY:

Responsible Subscriber: BRIGHTSTONE LEGAL ABN 71613245846
Address: St Martins Tower
L35, SE 3501, 31 Market ST
Sydney 2000
Telephone:
PEXA Subscriber Number: 23428
Customer Account Number: 502957E
Document Collection Box: 1W
Client Reference: 191271

LAND TITLE REFERENCE

2/509327

CAVEATOR

LYA FINANCIAL SERVICES PTY LTD ACN 627770334
Registered company
SE QG 11
8 Quay ST
Haymarket NSW 2000

NAME AND ADDRESS FOR SERVICE OF NOTICES ON THE CAVEATOR

Street Address
BRIGHTSTONE LEGAL
SE 3501, L 35
St Martins Tower
31 Market ST
Sydney NSW 2000

REGISTERED PROPRIETOR AFFECTED BY THIS CAVEAT

BEN YAU
346 THE ESPLANADE
SPEERS POINT NSW 2284

Based on the claim to an Estate or Interest in Land in the land specified, the Caveator prohibits the Registrar General from taking the actions specified in this Caveat.

ACTION PROHIBITED BY THIS CAVEAT

1. The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the Caveator.
2. The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the Caveator.
4. The granting of any possessory application with respect to the land in the Torrens Title referred to above.
7. The recording in the Register of a Writ affecting the estate or interest claimed by the Caveator.

ESTATE OR INTEREST CLAIMED

Estate In Fee Simple
By virtue of: Agreement
Dated: 27/02/2019

Between LYA FINANCIAL SERVICES PTY LTD
And BEN YAU

Details Supporting The Claim:An interest given and granted by the registered proprietor as guarantor to an agreement with the land as security

The Caveator, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, has a good and valid claim to the estate or interest claimed as specified in this Caveat.

This Caveat, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, does not require the leave of the Supreme Court.

This Caveat, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, does not require the written consent of the Registered Proprietor Of Estate or possessory applicant (as applicable) for the purposes of section 74O Real Property Act 1900.

The Caveator, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, has provided the correct address of the Registered Proprietor as specified in this Caveat.

SIGNING

Signing Party Role: Receiving

I certify that:

1. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.
3. The Certifier has taken reasonable steps to verify the identity of the caveator.

Party Represented by Subscriber:

LYA FINANCIAL SERVICES PTY LTD

Signed By: Xiu Hui Chow
PEXA Signer Number:59001

Signer Capacity:Practitioner Certifier
Digital Signing Certificate Number:38156

Signed for Subscriber: BRIGHTSTONE LEGAL PTY LTD ABN 71613245846
BRIGHTSTONE LEGAL

Subscriber Capacity:Representative Subscriber
PEXA Subscriber Number:23428
Date: 27/02/2019

Customer Account Number:502957

21 April 2023

INFOTRACK PTY LTD
PO Box 4029
SYDNEY NSW 2001

Our Ref: 158700
Your Ref: 23-
0220:162422
ABN 81 065 027 868

**PLANNING CERTIFICATE UNDER THE
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

Fee Paid: 53.00
Receipt No: 12687088
Receipt Date: 19 April 2023

DESCRIPTION OF LAND

Address: 346A The Esplanade, SPEERS POINT NSW 2284
Lot Details: Lot 2 DP 1288114
Parish: Kahibah
County: Northumberland

For: MORVEN CAMERON
GENERAL MANAGER



ADVICE PROVIDED IN ACCORDANCE WITH SUBSECTION (2)

1 Names of Relevant Planning Instruments and Development Control Plans

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

Lake Macquarie Local Environmental Plan 2014

Lake Macquarie Development Control Plan 2014

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 4 Koala habitat protection 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 6 Bushland in urban areas

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 7 Canal estate development

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

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Industry and Employment) 2021 –

Chapter 3 Advertising and signage

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 2 State and regional development

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 4 Concurrences and consents

State Environmental Planning Policy (Precincts—Central River City) 2021 –

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts-Eastern Harbour City) 2021 –

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts-Regional) 2021

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts—Western Parkland City) 2021 –

Chapter 2 State significant precincts

State Environmental Planning Policy (Primary Production) 2021 –

Chapter 2 Primary production and rural development

State Environmental Planning Policy (Resilience and Hazards) 2021 –
Chapter 2 Coastal management

State Environmental Planning Policy (Resilience and Hazards) 2021 –
Chapter 3 Hazardous and offensive development

State Environmental Planning Policy (Resilience and Hazards) 2021 –
Chapter 4 Remediation of land

State Environmental Planning Policy (Resources and Energy) 2021 –
Chapter 2 Mining, petroleum production and extractive industries

State Environmental Planning Policy (Transport and Infrastructure) 2021 –
Chapter 2 Infrastructure

State Environmental Planning Policy (Transport and Infrastructure) 2021 –
Chapter 3 Educational establishments and child care facilities

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

- (2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

Lake Macquarie Draft Development Control Plan 2014

- (3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if —
- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
 - (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.
- (4) In this section, proposed environmental planning instrument includes a planning proposal for a Local Environmental Plan or a Draft environmental planning instrument.

2 Zoning and land use under relevant Local Environmental Plans

- (1) The following answers (a) to (f) relate to the instrument (see 1(1) above).

(a)

- (i) The identity of the zone applying to the land.

R2 Low Density Residential

under Lake Macquarie Local Environmental Plan 2014

- (ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.
Exempt development as provided in Schedule 2; Home-based child care; Home occupations
- (iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.
Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Hostels; Kiosks; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Sewage reticulation systems; Sewage treatment plants; Shop top housing; Tank-based aquaculture; Water recreation structures; Water recycling facilities; Water supply systems
- (iv) The purposes for which the Instrument provides that development is prohibited within the zone.
Any other development not specified in item (ii) or (iii)

NOTE: The advice in sections (a) above relates only to restrictions that apply by virtue of the zones indicated. The Lake Macquarie LEP 2014 includes additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.

NOTE: On 26 April 2023, Business and Industrial zones will be replaced by Employment zones within standard instrument local environmental plans. The Department of Planning and Environment exhibited in May 2022 details of how each Local Environmental Plan that includes a Business or Industrial zone will be amended to include Employment zones. The exhibition detail can be viewed on the [Planning Portal](#).

- (b) Whether additional permitted uses apply to the land,
No
- (c) Whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.
There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.
- (d) Whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,

No

- (e) Whether the land is in a conservation area (however described).

No

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

Local Environmental Plan 2014 Schedule 5 Part 1 Heritage Items

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 1 Heritage items.

Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas.

Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites.

Local Environmental Plan 2014 Schedule 5 Part 4 Landscape Items

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 4 Landscape items.

Local Environmental Plan 2004 Schedule 4 Part 1 Heritage Items

There are no heritage items listed for this land within Local Environmental Plan 2004 Schedule 4 Part 1.

Local Environmental Plan 2004 Part 11 Clause 150 Environmental Heritage

There are no heritage items listed for this land within Local Environmental Plan 2004 Part 11 Clause 150 – South Wallarah Peninsula.

Local Environmental Plan 2014 Heritage Map

The land is not identified as a Village Precinct on the Heritage Map.

NOTE: An item of environmental heritage, namely Aboriginal heritage, listed within the Aboriginal Heritage Information Management System (AHIMS), may affect the land. Aboriginal objects are protected under the National Parks and Wildlife Act 1974. If Aboriginal objects are found during development, works are to stop and the Office of Environment and Heritage (OEH) contacted immediately. For further information and to access the AHIMS registrar, refer to <http://www.environment.nsw.gov.au>

- (2) The following answers relate to the Draft Instrument (see 1(2) above).

(a) Nil

NOTE: The advice in section (a) above relates only to restrictions that apply by virtue of the zones indicated. The Draft instrument may include additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.

(b) Whether draft additional permitted uses apply to the land

No

(c) Whether any draft development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

(d) Whether the land is in a draft area of outstanding biodiversity value under *the Biodiversity Conservation Act 2016*,

No

(e) Whether the land is in a draft conservation area (however described).

No

(f) Whether a draft item of environmental heritage (however described) is situated on the land.

No

3 Contributions Plans

(1) The name of each contributions plan applying to the land, including draft contributions plan,

Lake Macquarie City Council Development Contributions Plan - Glendale Contributions Catchment - 2015

The Lake Macquarie City Council Section 7.12 Contributions Plan – Citywide 2019

(2) The name of the area, if the land is in a special contributions area under the Act,

Nil

4 Complying development

The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) or (4), and 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 2 DP 1288114

Complying development under the Housing Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

Note: If the lot is only affected by the “heritage conservation area” exemption, then complying development under the Housing Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Low Rise Housing Diversity Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 2 DP 1288114

Complying development under the Low Rise Housing Diversity Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

Note: If the lot is only affected by the “heritage conservation area” exemption, then complying development under the Low Rise Housing Diversity Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Housing Alterations Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 2 DP 1288114

Complying development under the Housing Alterations Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Commercial and Industrial Alterations Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 2 DP 1288114

Complying development under the Commercial and Industrial Alterations Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Commercial and Industrial (New Buildings and Additions) Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 2 DP 1288114

Complying development under the Commercial and Industrial (New Buildings and Additions) Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Subdivisions Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 2 DP 1288114

Complying development under the Subdivisions Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Rural Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 2 DP 1288114

Complying development under the Rural Housing Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

Note: If the lot is only affected by the “heritage conservation area” exemption, then complying development under the Rural Housing Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Greenfield Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 2 DP 1288114

Complying development under the Greenfield Housing Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

Note: If the lot is only affected by the “heritage conservation area” exemption, then complying development under the Greenfield Housing Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

General Development Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 2 DP 1288114

Complying development under the General Development Code **MAY NOT** be carried out on

part of the lot because the lot is partly affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Demolition Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 2 DP 1288114

Complying development under the Demolition Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Fire Safety Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 2 DP 1288114

Complying development under the Fire Safety Code **MAY NOT** be carried out on part of the land because the lot is partly affected by specific lot exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Container Recycling Facilities Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 2 DP 1288114

Complying development under the Container Recycling Facilities Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

5 Exempt development

The extent to which the land is land on which exempt development may be carried out under each of the codes for exempt development because of the provisions of clauses 1.16(1)(b1)–(d) or 1.16A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Note: If a lot is not specifically listed in this section then, Exempt development under this Code **MAY** be carried out on the lot.

6 Affected building notices and building product rectification orders

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

No, Council **has not** been notified that an affected building notice is in force in respect of this land.

- (b) Whether there is 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, and

A building rectification order **is not** in force in respect of this land.

- (c) Whether 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.

A notice of intention to make a building product rectification order **has not** been given in respect of this land.

- (2) In this section -

Affected building notice has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017*

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

7 Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Section 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

No

8 Road widening and road realignment

Whether the land is affected by any road widening or realignment under:

- (a) Division 2 of Part 3 of the *Roads Act 1993*.

No

- (b) any environmental planning instrument.

No

- (c) any resolution of the Council.

No, other road widening proposals may affect this land and if so, will be noted on the Section 10.7 Subsection (5) certificate.

9 Flood related development controls information

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

No

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

No

- (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

- (1) Whether or not the land is affected by a **POLICY** that restricts the development of the land

because of the likelihood of:

- (a) land slip or subsidence

Yes

Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by Council's geotechnical areas map. The map is available for viewing at the Council. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.

- (b) bushfire

No

- (c) tidal inundation

No

- (d) acid sulfate soils

Yes

Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by the Acid Sulfate Soils Map. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.

- (e) contaminated or potentially contaminated land

Yes

Council has adopted a policy that may restrict the development of Contaminated or Potentially Contaminated land. This policy is implemented when zoning, development, or land use changes are proposed. Council does not hold sufficient information about previous use of the land to determine whether the land is contaminated. Consideration of Council's adopted Policy located in the applicable DCP noted in Clause 1(3) above, and the application of provisions under relevant State legislation is recommended.

- (f) aircraft noise

No

- (g) salinity

No

- (h) any other risk (other than flooding).

No

(2) 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.

NOTE: The absence of a council policy restricting development of the land by reason of a particular natural hazard does not mean that the risk from that hazard is non-existent.

11 Bush Fire Prone Land

Note: If a lot is not specifically listed in this section then, **NONE** of that lot is bush fire prone land.

12 Loose-fill asbestos insulation

If the land includes 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

No. Council **has not** been notified that a residential premises erected on this land has been identified in the NSW Fair Trading Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

13 Mine subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

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

NOTE: The advice in section 13 above relates only to a Mine Subsidence District. Further information relating to underground mining which may occur outside Mine Subsidence Districts should be sought. Underground mining information can be found on the Subsidence Advisory NSW website.

14 Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies

to the land or that is proposed to be subject to a consent ballot.

Nil

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

Not Applicable

- (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

15 Property Vegetation Plans

The land IS NOT subject to a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force).

16 Biodiversity stewardship sites

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

17 Biodiversity Certified Land

This land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

18 Orders under *Trees (Disputes Between Neighbours) Act 2006*

Has an order been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land (but only if the council has been notified of the order).

The land IS NOT subject to an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

19 Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works

Whether the owner (or any previous owner) of the land has 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 (within the meaning of section 553B of that Act).

Nil

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 the commencement of section 553B of the Local Government Act 1993.

20 Conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, a statement setting out terms of a kind referred to in the Policy, clause 88(2) that have been imposed as a condition of development consent granted after 11 October 2007 in relation to the land.

Nil

21 Site compatibility certificates and conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.

Council is not aware of any site capability certificate for any proposed development on the land.

- (2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

Nil

- (3) Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

Council is not aware of any conditions of a development consent referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

- (4) In this section—

former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

NOTE: 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:

Matters arising under the Contaminated Land Management Act 1997 (s59 (2))

- (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



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack
346A THE
SPEERS POINT NSW

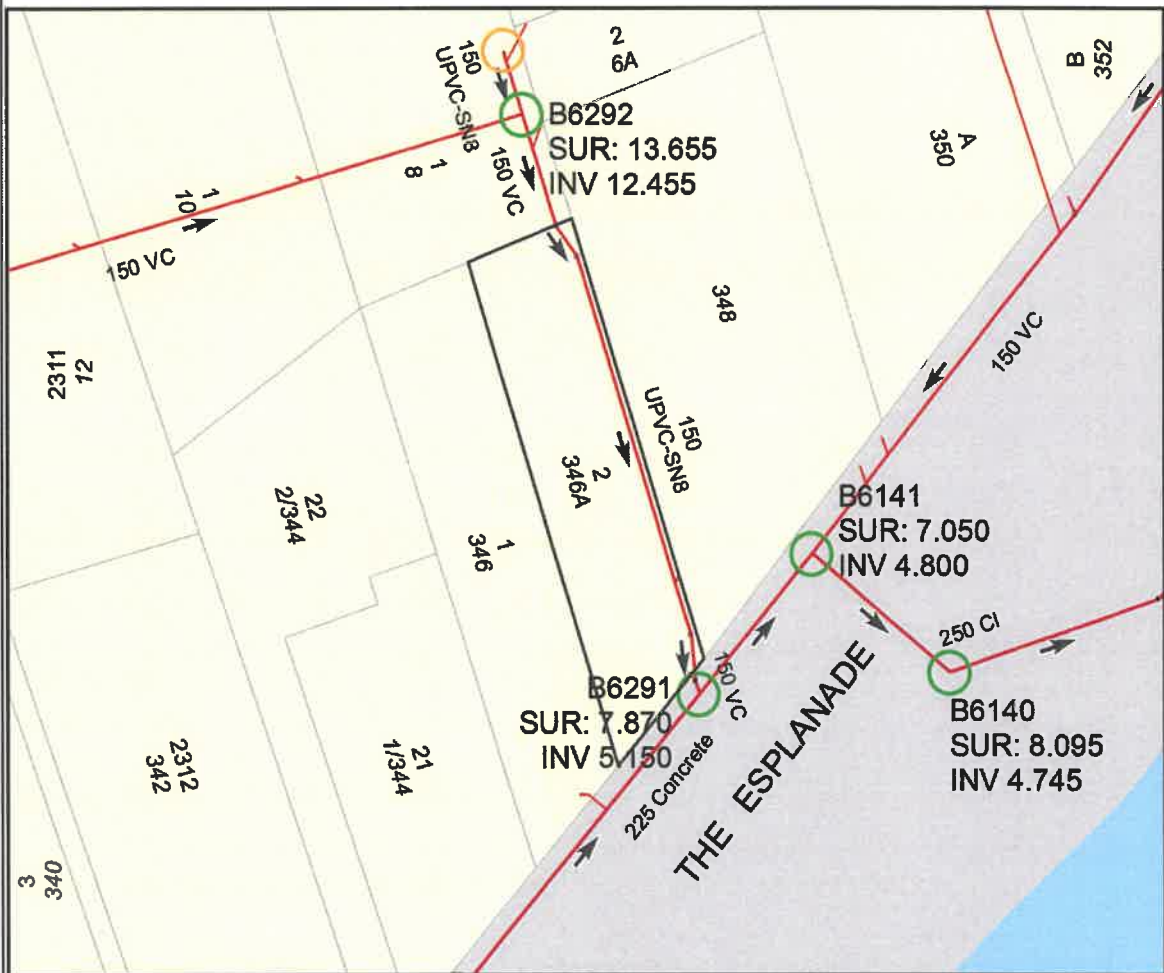
APPLICATION NO.: 1982311

APPLICANT REF: M 23-0220

RATEABLE PREMISE NO.: 9999932631

PROPERTY ADDRESS: 346A THE ESPLANADE SPEERS POINT 2284

LOT/SECTION/DP:SP: 2//DP 1288114



SEWER POSITION APPROXIMATE ONLY.
SUBJECT PROPERTY BOLDED.
ALL MEASUREMENTS ARE METRIC.

IF A SEWERMAIN IS LAID WITHIN THE BOUNDARIES OF THE LOT, SPECIAL REQUIREMENTS FOR THE PROTECTION OF THE SEWERMAIN APPLY IF DEVELOPMENT IS UNDERTAKEN. IN THESE CASES, IT IS RECOMMENDED THAT YOU SEEK ADVICE ON THE SPECIAL REQUIREMENTS PRIOR TO PURCHASE. PHONE 1300 657 657, FOR MORE INFORMATION.

IMPORTANT:

IF THIS PLAN INDICATES A SEWER CONNECTION IS AVAILABLE OR PROPOSED FOR THE SUBJECT PROPERTY, IT IS THE INTENDING OWNERS RESPONSIBILITY TO DETERMINE WHETHER IT IS PRACTICABLE TO DISCHARGE WASTEWATER FROM ALL PARTS OF THE PROPERTY TO THAT CONNECTION.

ANY INFORMATION ON THIS PLAN MAY NOT BE UP TO DATE AND THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR ITS ACCURACY.

Date: 19/04/2023

Scale at A4: 1:500

CADASTRAL DATA © LPI OF NSW
CONTOUR DATA © AAMHatch
© Department of Planning

SEWER/WATER/RECYCLED WATER
UTILITY DATA
© HUNTER WATER CORPORATION



Hunter Water Corporation
ABN 46 228 513 446

PO Box 5171
HRMC NSW 2310
36 Honeysuckle Drive
NEWCASTLE NSW 2300
1300 657 657
enquiries@hunterwater.com.au
www.hunterwater.com.au

26/04/2023

Info Track
GPO Box 4029
SYDNEY NSW 2001

Dear Sir / Madam,

APPLICATION ADDRESS: 346a The Esplanade Speers Point

YOUR REFERENCE: 23-0220

We have processed your inquiry dated 19/04/2023 and advise that approval was given to build over/adjacent to the existing 150mm sewermain located within the development lot. Approval was subject to conditions outlined in the "[Building Over Sewer Assets Policy](#)". The developer has met the requirements of Hunter Water under Section 50 of the Act and a Compliance Certificate was issued on 10/11/2020.

In regard to possible future problems, which could arise as a result of the building being over the sewermain, you are advised that the statutory powers of entry for constructing and maintaining sewer mains under the Hunter Water Act, 1991 would apply.

Hunter Water's normal policy in regard to repairing a sewermain in this situation would be to carry out the repairs in the most practical manner. Hunter Water would take all reasonable care to minimise damage to the building.

Hunter Water's liability for compensation would be subject to the provision of the Act.

If you have any enquiries, please see our [website](#) or contact your designated officer below.

Contact: Elly Durer - Development Services
Telephone: 1300 657 657
Email: elly.durer@hunterwater.com.au
Web: [Building & Developing](#)

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
 - (a) Have the provisions of the Local Government Act, the Environmental Planning and Assessment Act 1979 and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;

- (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the property:
- when did construction of the swimming pool commence?
 - is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - If the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - are there any outstanding notices or orders?
- 18.
- To whom do the boundary fences belong?
 - Are there any party walls?
 - If the answer to Requisition (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

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

Capacity

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

Requisitions and transfer

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

System Document Identification

Form Number:08X-e
Template Number:X_nsw09
ELN Document ID:9764093

Land Registry Document Identification

CAVEAT
New South Wales
Section 74F Real Property Act 1900

AP90041

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

WARNING: Care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.

LODGED BY:

Responsible Subscriber: BRIGHTSTONE LEGAL ABN 71613245846
Address: St Martins Tower
L35, SE 3501, 31 Market ST
Sydney 2000
Telephone:
PEXA Subscriber Number: 23428
Customer Account Number: 502957E
Document Collection Box: 1W
Client Reference: 191271

LAND TITLE REFERENCE

2/509327

CAVEATOR

LYA FINANCIAL SERVICES PTY LTD ACN 627770334
Registered company
SE QG 11
8 Quay ST
Haymarket NSW 2000

NAME AND ADDRESS FOR SERVICE OF NOTICES ON THE CAVEATOR

Street Address
BRIGHTSTONE LEGAL
SE 3501, L 35
St Martins Tower
31 Market ST
Sydney NSW 2000

REGISTERED PROPRIETOR AFFECTED BY THIS CAVEAT

BEN YAU
346 THE ESPLANADE
SPEERS POINT NSW 2284

Based on the claim to an Estate or Interest in Land in the land specified, the Caveator prohibits the Registrar General from taking the actions specified in this Caveat.

ACTION PROHIBITED BY THIS CAVEAT

1. The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the Caveator.
2. The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the Caveator.
4. The granting of any possessory application with respect to the land in the Torrens Title referred to above.
7. The recording in the Register of a Writ affecting the estate or interest claimed by the Caveator.

ESTATE OR INTEREST CLAIMED

Estate In Fee Simple

By virtue of: Agreement

Dated: 27/02/2019

Between LYA FINANCIAL SERVICES PTY LTD

And BEN YAU

Details Supporting The Claim:An interest given and granted by the registered proprietor as guarantor to an agreement with the land as security

The Caveator, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, has a good and valid claim to the estate or interest claimed as specified in this Caveat.

This Caveat, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, does not require the leave of the Supreme Court.

This Caveat, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, does not require the written consent of the Registered Proprietor Of Estate or possessory applicant (as applicable) for the purposes of section 74O Real Property Act 1900.

The Caveator, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, has provided the correct address of the Registered Proprietor as specified in this Caveat.

SIGNING

Signing Party Role: Receiving

I certify that:

1. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.
3. The Certifier has taken reasonable steps to verify the identity of the caveator.

Party Represented by Subscriber:

LYA FINANCIAL SERVICES PTY LTD

Signed By: Xiu Hui Chow

PEXA Signer Number:59001

Signer Capacity:Practitioner Certifier

Digital Signing Certificate Number:38156

**Signed for
Subscriber:**

BRIGHTSTONE LEGAL PTY LTD ABN 71613245846

BRIGHTSTONE LEGAL

Subscriber Capacity:Representative Subscriber

PEXA Subscriber Number:23428

Customer Account Number:502957

Date: 27/02/2019