



**SIGNING PAGE**

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

**Manual transaction** (clause 30)  NO  yes  
(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

**Land tax** is adjustable  NO  yes  
**GST: Taxable supply**  NO  yes in full  yes to an extent  
 Margin scheme will be used in making the taxable supply  NO  yes

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

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

Purchaser must make a **GSTRW payment** (GST residential withholding payment)  NO  yes (if yes, vendor must provide details)

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

**GSTRW payment (GST residential withholding payment) – 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: **Huntlee Partnership**

Supplier's ABN: **41 600 225 502**

Supplier's GST branch number (if applicable):

Supplier's business address: **Level 2, 1060 Hay Street, West Perth WA 6005**

Supplier's representative: **elee@lwpproperty.com.au**

Supplier's contact phone number: **(08) 9297 9914**

Supplier's proportion of **GSTRW payment**: \$ 1/11<sup>th</sup> of the purchase price

**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): \$ 1/11<sup>th</sup> of the purchase price

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**

- 1 property certificate for the land
- 2 plan of the land
- 3 unregistered plan of the land
- 4 plan of land to be subdivided
- 5 document to be lodged with a relevant plan
- 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- 7 additional information included in that certificate under section 10.7(5)
- 8 sewerage infrastructure location diagram (service location diagram)
- 9 sewer lines location diagram (sewerage service diagram)
- 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- 11 *planning agreement*
- 12 section 88G certificate (positive covenant)
- 13 survey report
- 14 building information certificate or building certificate given under *legislation*
- 15 occupation certificate
- 16 lease (with every relevant memorandum or variation)
- 17 other document relevant to tenancies
- 18 licence benefiting the land
- 19 old system document
- 20 Crown purchase statement of account
- 21 building management statement
- 22 form of requisitions
- 23 *clearance certificate*
- 24 land tax certificate

**Home Building Act 1989**

- 25 insurance certificate
- 26 brochure or warning
- 27 evidence of alternative indemnity cover

**Swimming Pools Act 1992**

- 28 certificate of compliance
- 29 evidence of registration
- 30 relevant occupation certificate
- 31 certificate of non-compliance
- 32 detailed reasons of non-compliance

**Strata or community title (clause 23 of the contract)**

- 33 property certificate for strata common property
  - 34 plan creating strata common property
  - 35 strata by-laws
  - 36 strata development contract or statement
  - 37 strata management statement
  - 38 strata renewal proposal
  - 39 strata renewal plan
  - 40 leasehold strata - lease of lot and common property
  - 41 property certificate for neighbourhood property
  - 42 plan creating neighbourhood property
  - 43 neighbourhood development contract
  - 44 neighbourhood management statement
  - 45 property certificate for precinct property
  - 46 plan creating precinct property
  - 47 precinct development contract
  - 48 precinct management statement
  - 49 property certificate for community property
  - 50 plan creating community property
  - 51 community development contract
  - 52 community management statement
  - 53 document disclosing a change of by-laws
  - 54 document disclosing a change in a development or management contract or statement
  - 55 document disclosing a change in boundaries
  - 56 information certificate under Strata Schemes Management Act 2015
  - 57 information certificate under Community Land Management Act 2021
  - 58 disclosure statement - off the plan contract
  - 59 other document relevant to off the plan contract
- Other**
- 60

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

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

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

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

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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.

## **PART A – SPECIAL CONDITIONS**

### **33. Additional Definitions**

In this Contract:

- (a) **Completion Date** means the later of the following dates:
  - (i) Twenty-eight (28) days from the date on which the Vendor's Solicitors notify the Purchaser in writing that the Registration Documents have been registered; and
  - (ii) on or before the expiration of forty-two (42) days from the date of this Contract.
- (b) **Construction Period** means the period commencing on the date of completion of this Contract and ending on the date that is twenty-four (24) months after the date of completion (as extended pursuant to Part N).
- (c) **Contract** includes all parts of the schedules and annexures to this Contract.
- (d) **Council** means Cessnock City Council.
- (e) **Design Guidelines** means the document annexed hereto and titled "Design Guidelines".
- (f) **Development Property** means the land known as Lot 695 in Deposited Plan 1263808 and includes any land which is subdivided from that lot.
- (g) **Draft Section 88B Instrument** means the draft section 88B instrument generally in the form annexed hereto and as possibly varied pursuant to these Special Conditions.
- (h) **Draft Subdivision Plan** means the draft plan of subdivision generally in the form annexed hereto and as possibly varied pursuant to these Special Conditions.
- (i) **Estate** means the residential development known as Huntlee of which the Development Property forms part.
- (j) **Governmental Agency** means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.
- (k) **GST** means Goods and Services Tax under the GST Act.
- (l) **Lot** means a lot in the Draft Subdivision Plan.
- (m) **LRS** means NSW Land Registry Services and its successors.
- (n) **Personal Information** means information or an opinion (including information or an opinion forming part of a database), whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
- (o) **Planning Agreements** means the planning agreements registered numbers AI468611 and AM479777.
- (p) **Planning Agreements Removal** means the removal of the Planning Agreements from the title to the Property by whatever means.

- (q) **Planning Scheme** means the Local Environmental Plan, masterplan and/or other planning instrument affecting the Development Property and the Estate from time to time, including anything disclosed in the annexed Section 10.7 Certificates.
- (r) **Practical Commencement** means the obtaining of all necessary approvals required from Council and all other relevant authorities to enable the construction of the Residence and its completion, to the satisfaction of the Vendor, to upper wall plate height in conformity with the plans and specifications approved by the Vendor and the Council.
- (s) **Price** means the purchase price shown on the front page of this Contract.
- (t) **Printed Conditions** means the conditions of sale contained in the Standard Form.
- (u) **Property** means the lot being sold to the Purchaser as described on the front page of this Contract.
- (v) **Registration Documents** means the:
  - (i) Draft Section 88B Instrument; and
  - (ii) Draft Subdivision Plan;
 as possibly varied pursuant to the Special Conditions.
- (w) **Residence** means a private dwelling house to be constructed on the Property in accordance with plans and specifications approved by the Vendor and the Council and complying with the Design Guidelines and the requirements of this Contract.
- (x) **Right of Repurchase** means the right (but not the obligation) of the Vendor to purchase contained in Part I of this Contract.
- (y) **Special Conditions** means all conditions of this Contract other than the Printed Conditions.
- (z) **Standard Form** means the Standard Form of Contract for Sale of Land – 2019 Edition.
- (aa) **Vendor's Project Engineer** means the project engineer appointed for the time being by the Vendor.

### 34. Interpretation

In this Contract, unless the context otherwise requires:

- (a) headings and under linings are for convenience only and do not affect the interpretation of this Contract;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any governmental agency;
- (e) a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, proclamations, ordinances or by-laws varying, consolidating or replacing it, and

a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;

- (f) a covenant or agreement on the part of two or more persons binds them jointly and severally;
- (g) a reference to **dollars, A\$** or **\$** is a reference to the lawful currency of the Commonwealth of Australia;
- (h) a reference to **requisition** includes an enquiry;
- (i) the word "includes" in any form is not a word of limitation; and
- (j) the Vendor does not promise, represent or state that any documents attached to this Contract are accurate or current.
- (k) a reference to **LWP** means LWP Group Pty Limited and includes any associated entity.

### **35. Amendments to Printed Conditions**

- (a) It is hereby acknowledged and agreed that the following Printed Conditions shall be amended or deleted as set out below:
  - (i) Printed Condition 1 is amended by deleting the current definition of "depositholder" and replacing that definition with the following:

"depositholder vendor's solicitor";
  - (ii) Printed Condition 2.9 is deleted;
  - (iii) Printed Condition 3 is deleted;
  - (iv) Printed Condition 7.1.1 is deleted.
  - (v) Printed Condition 5.2 is amended by deleting "21 days" and replacing it with "7 days";
  - (vi) Printed Condition 7.2.1 is amended by deleting "10%" and replacing it with "1%";
  - (vii) Printed Conditions 10.1.8 and 10.1.9 are amended by deleting the word "substance" and replacing it with the word "existence";
  - (viii) Printed Condition 10 is amended by adding a new sub-clause 10.4 as follows:

"10.4 The Purchaser cannot require the Vendor to contribute to dividing or other fencing work in relation to any land owned by the Vendor adjoining the Property, unless otherwise provided by the Special Conditions."
  - (ix) Printed Conditions 28 and 29 inclusive are deleted.
- (b) If there is any inconsistency between the Printed Conditions and the Special Conditions, the Special Conditions prevail.

### **36. Governing Law and Jurisdiction**

- (a) This Contract is governed by the laws of the State of New South Wales and the Commonwealth of Australia applying in that State.

- (b) The parties irrevocably submit to the exclusive jurisdiction of the courts of New South Wales.

### **37. Severability**

Unenforceability of a provision of this Contract does not affect the enforceability of any other provision.

### **38. Entire Agreement**

This Contract is the entire agreement between the parties in respect of its subject matter.

### **39. Assurance**

The Vendor and Purchaser must expeditiously do all things and execute all documents necessary to give full effect to the Printed Conditions and the Special Conditions.

### **40. Privacy Act Compliance**

- (a) The Purchaser consents to the collection, use and disclosure of the Personal Information of the Purchaser by the Vendor and its related entities (collectively called **Huntlee**):
- (i) for entering into, administering and completing this Contract and any development by the Vendor referred to therein;
  - (ii) for planning and product development by Huntlee;
  - (iii) to comply with the Vendor's obligations or to enforce its rights under this Contract;
  - (iv) to owners of adjoining land to enable them to deal with the Purchaser concerning any development or other work which they wish to undertake on their land (including disclosure of Personal Information to contractors to assist adjoining land owners to comply with their obligations and to enforce their rights in relation to fencing);
  - (v) to surveyors, engineers and other parties who are engaged by Huntlee to carry out works which may affect the Property;
  - (vi) to service providers engaged by Huntlee, such as legal advisers, financial advisers, market research organisations, mail houses and delivery companies;
  - (vii) to any third party who has a right or entitlement to share in the monies paid or payable to the Vendor under this Contract; and
  - (viii) in other circumstances where Huntlee is legally entitled, obliged or required to do so, including any disclosure which is permitted or authorised under the *Privacy Act* (Cth) 1988.
- (b) The parties agree that this Special Condition 39 shall not merge on completion.

## **PART B – DEPOSIT**

### **41. Deposit**

The parties agree that the Depositholder shall be the Vendor's Solicitor. The Depositholder will not be required to invest the deposit but will hold such funds in the Depositholder's Trust

Account pending completion. Accordingly, the parties acknowledge that no interest will accrue on the deposit.

### **PART C – COMPLETION**

#### **42. Requisitions on Title**

The Purchaser acknowledges that the only form of general requisitions on the title that the Purchaser shall be entitled to raise pursuant to Printed Condition 5 shall be in the form of requisitions on title annexed hereto, which are taken to be served on the date of this Contract.

#### **43. Completion Date**

- (a) Completion of this Contract shall take place on the Completion Date.
- (b) If either party does not complete this Contract on or before 4.00 p.m. on the Completion Date then the other party shall be entitled to make time of the essence of this Contract by issuing upon the first party a Notice to Complete the Contract requiring completion on or before 4.00 p.m. on the date being not less than fourteen (14) days from the date of service of such notice.
- (c) Without affecting any other right, a party who has issued a Notice to Complete under this Contract can, at any time, revoke the same by serving a revocation notice.
- (d) In the event that completion does not take place by the Completion Date due solely to the Purchaser's fault, the Purchaser shall pay interest on the unpaid balance of the Price to the Vendor on completion and interdependent with completion, at the rate of seven (7) per cent per annum from and including the Completion Date up to and including the date of actual completion. The Purchaser shall not be entitled to require the Vendor to complete this Contract unless such interest is paid to the Vendor on completion and it is an essential term of this Contract that such interest be so paid.

#### **44. Rates**

- (a) If separate assessments of Council, water and sewerage rates have not been issued as at completion in respect of the Property, then the Purchaser hereby agrees to accept the sum of:
  - (i) \$2,000.00 as being the Council rates for the current rating year at completion; and
  - (ii) \$250.00 as being the sewerage and water rates for the current rating quarter at completion;as the amounts to be adjusted in relation to the Property and no regard will be taken of the actual assessments.
- (b) Adjustments will take place on the basis that the Council rates and sewerage and water rates have been paid by the Vendor and the Purchaser shall pay a proportion thereof to the Vendor in accordance with the provisions of Printed Condition 14.
- (c) Upon adjustment taking place on the basis set out in Special Condition 43(a), the Vendor will and does hereby undertake to pay any assessment subsequent to the issue thereof in respect of the Property for:
  - (i) Council rates for the current rating year; and
  - (ii) sewerage and water rates for the current rating quarter;

as at the date of completion of this Contract.

#### **45. Liabilities After Completion**

- (a) The Purchaser indemnifies the Vendor against any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which the Vendor suffers or incurs or is liable for in respect of any act or omission occurring after the date of completion concerning the Property, except to the extent caused or contributed to by the Vendor.
- (b) The provisions of this Special Condition 45 shall not merge on completion of this Contract.

#### **46. Rights to Continue After Completion**

Without limiting Printed Condition 20.8, rights and warranties under the provisions of this Contract which apply after the Completion Date continue to apply after the Completion Date.

### **PART D – PURCHASER’S WARRANTIES AND ACKNOWLEDGMENTS**

#### **47. Existing Planning Laws**

The Purchaser purchases the Property subject to any restrictions on its use or development pursuant to the *Environmental Planning and Assessment Act* (NSW) 1979 and the Planning Scheme.

#### **48. Purchaser Accepts Property**

- (a) The Purchaser releases the Vendor from and against all claims, actions, demands and proceedings that may be made against the Vendor in respect of any alleged contamination of the Property, including any remediation works which may be required by the Environmental Protection Authority (or its successor) or the Department of Environment, Energy and Science (or its successor) and the Purchaser forever indemnifies and agrees to keep indemnified the Vendor in relation thereto, except (in the case of the indemnity) to the extent caused or contributed to by the Vendor.
- (b) The provisions of this Special Condition 48 shall not merge on completion of this Contract.

#### **49. Exclusion of Warranties**

- (a) The Purchaser warrants that notwithstanding any negotiations or discussions or brochures produced or website images made available, it has not entered into this Contract in reliance on any statement, representation, promise or warranty made by the Vendor or on its behalf and not included in this Contract, including any statement, representation, promise or warranty in respect of:
  - (i) the neighbourhood in which the Property is located and the aspect of the Property;
  - (ii) the suitability of the Property and improvements for any use;
  - (iii) any rights or privileges relating to the Property; and
  - (iv) any financial return or income to be derived from the Property.

- (b) The Purchaser further warrants that it has relied entirely on enquiries relating to an inspection of the Property made by or on behalf of the Purchaser and that it has sought independent legal advice on and is satisfied as to the obligations and rights of the Purchaser under this Contract.
- (c) The Purchaser purchases the Property in the Property's state of condition and repair as at completion and subject to all latent and patent defects.

#### **50. Existing Services**

- (a) The Purchaser shall take title subject to such existing and future water, sewerage, drainage, gas, electricity and other installations and services as may be constructed or installed with the approval of the relevant Governmental Agency, and shall not make any objection, requisition or claim for compensation, nor be entitled to rescind or terminate this Contract in respect thereof, including on the ground that any connection passes through any other property or that any connection to any other property passes through the Property.
- (b) Should any water or sewerage main or any underground or surface stormwater pipe pass through, over or under, or should any sewer manhole or vent be on the Property, the Purchaser shall not make any objection, requisition or claim any compensation, nor be entitled to rescind or terminate this Contract in respect thereof.

#### **51. Purchaser's Acknowledgment**

- (a) The Purchaser acknowledges that the title to the Property may be affected or amended (including by changes to the Registration Documents) by any one or more of the following matters:
  - (i) leases, easements, agreements, covenants, restrictions as to user, arrangements, positive covenants or dedications including in favour of any electricity provider, the Council or any other Governmental Agency; or
  - (ii) the creation of any leases, easements, covenants or restrictions as to user including easements, covenants or restrictions as to user in favour of adjoining land owned and/or leased by the Vendor.
- (b) Subject to the Purchaser's rights under Special Condition 51(d), the Purchaser shall make no objection, requisition or claim for compensation, nor be entitled to rescind or terminate this Contract in respect of those matters, including any changes to the Registration Documents referred to in Special Condition 51(a).
- (c) The Vendor can, at any time, serve upon the Purchaser a notice advising of any such changes to the Registration Documents or as to the matters contemplated by Special Condition 51(a), which, in the opinion of the Vendor, may materially adversely affect the Property so as to preclude the construction and use of a dwelling house on the Property.
- (d) If there is any change to the Registration Documents or the existence of a matter contemplated by Special Condition 51(a) which materially adversely affects the Property so as to preclude the construction and use of a dwelling house on the Property, and the Vendor:
  - (i) serves a notice under Special Condition 51(c), the Purchaser can rescind, but only (despite Printed Condition 19.1.1) within fourteen (14) days of service of that notice and this time is essential; or

- (ii) does not serve a notice under Special Condition 51(c), the Purchaser can rescind, but only (despite Printed Condition 19.1.1) within fourteen (14) days of the Vendor serving notice of the registration of the Registration Documents upon the Purchaser and this time is essential.
- (e) The Purchaser acknowledges that other than as contained in this Contract no representations, inducements or warranties have been made by the Vendor or its agent, co-agent or representatives in relation to the Property and if they have that they are hereby negated.
- (f)
  - (i) The Purchaser acknowledges that:
    - (A) a Service Location Plan from a Government Agency or other authority is not available in relation to the Property; and
    - (B) a Drainage Diagram from a Government Agency or other authority is not available in relation to the Property.
  - (ii) The Purchaser shall not be entitled to make any objection, requisition or claim for compensation nor be entitled to rescind or terminate this Contract because a Service Location Plan and Drainage Diagram are not attached to this Contract.
- (g) The Purchaser acknowledges that on completion, whilst the Property will be connected to an operating sewage system, the system may incorporate various temporary holding tanks located within the Estate pending completion of the connection to the main sewer. Such holding tanks will need to be pumped out periodically and waste transported off-site by tankers. The Vendor discloses and the Purchaser acknowledges that there may be some odour associated with such activities.
- (h)
  - (i) The Vendor discloses and the Purchaser acknowledges that the Vendor has engaged a contractor to provide recycled water to each Lot in the Development Property.
  - (ii) The Vendor's contractor will develop a system which will collect and treat all wastewater from Lots within the Development Property and utilise this resource to provide a recycled water connection to each Lot in the Development Property for use in toilets, washing machines and irrigation (**Recycled Water System**).
  - (iii) The Recycled Water System will ensure that residential dwellings do not require a rainwater tank to meet BASIX requirements.
  - (iv) The Purchaser acknowledges and agrees that the Purchaser will comply with the Vendor's contractors' relevant infrastructure requirements, at the Purchaser's own expense, to enable the Property to be connected to the Recycled Water System.
  - (v) The Purchaser acknowledges that it is aware of and accepts the information contained in the Huntlee Water Utilities Scheme Brochure which is annexed to this Contract.
- (i) The Purchaser acknowledges that it is aware that prior to registration of the Registration Documents, the Vendor may register one (1) or more plans and section 88B instruments affecting the Development Property.
- (j) The Purchaser acknowledges that it is aware of the existence and contents of the Planning Agreements.

- (k) Except for the right of rescission contained in Special Condition 51(d), the Purchaser shall not make any objection, requisition or claim, nor rescind or terminate this Contract, nor delay completion in respect of the matters referred to in this Special Condition 51.

## **52. Design Guidelines**

- (a) The Purchaser acknowledges that:
  - (i) it has read and understood the Design Guidelines before entering into this Contract;
  - (ii) the terms and conditions set out in the Design Guidelines form part of this Contract and are binding on the Purchaser as if they were set out in full in these Special Conditions;
  - (iii) the Purchaser must rely on its own enquiries, investigations and advice in relation to the obligations set out in the Design Guidelines;
  - (iv) the Vendor discloses and the Purchaser acknowledges that the Design Guidelines set out detailed guidelines for the construction of buildings on the Property;
  - (v) under the Design Guidelines, the plans and specifications for the Residence must be approved by LWP before the same are lodged for approval with the Council.
- (b) The Purchaser acknowledges that the Vendor's requirements as prescribed in the Design Guidelines are in addition to the statutory requirements of Council and any other local authorities or Government agency. The Vendor does not warrant that the Council will approve any proposed development application that may be lodged by the Purchaser even if such application satisfies the Design Guidelines.
- (c) Where applicable, the terms and conditions set out in the Design Guidelines may be incorporated into the Draft Section 88B Instrument to be registered with the Draft Subdivision Plan in accordance with this Contract.
- (d) The Purchaser shall not be entitled to make any objection, requisition or claim for compensation nor be entitled to rescind or terminate this Contract nor delay completion in relation to:
  - (i) the Design Guidelines;
  - (ii) any amendments which may be made to the Draft Section 88B Instrument to incorporate any matters referred to in the Design Guidelines; or
  - (iii) any departure from the Design Guidelines agreed to by the Vendor in relation to any Lot.
- (e) If there is any conflict or inconsistency between the terms of this Contract and the Design Guidelines, then the terms of the Design Guidelines will take precedence to the extent of that conflict or inconsistency.
- (f) The provisions of this Special Condition 52 shall not merge on completion of this Contract.

## **53. Real Estate Agent**

- (a) The Purchaser warrants that, except for the estate agents referred to in this Contract, the Purchaser has not been introduced to the Property or to the Vendor by any other

estate agent or employee of another estate agent in circumstances which could give rise to a claim against the Vendor for commission or expenses in relation to the sale of the Property.

- (b) The Purchaser agrees to indemnify and keep indemnified the Vendor against all claims, actions, suits, demands, costs and expenses as a consequence of a breach of this warranty and this Special Condition 53 shall not merge on completion.

#### **54. Purchaser's Caveat**

- (a) The Purchaser acknowledges that it may be necessary for the Vendor to register a number of plans and dealings in relation to the Property and that the presence of caveats on the Vendor's title has the potential to cause cost and delay.
- (b) The Purchaser agrees that the Purchaser will not lodge any caveat at the LRS to protect the Purchaser's interest under this Contract pending completion.
- (c) If at the Completion Date, a caveat is lodged in respect of any assignee of the Purchaser's interest under this Contract or in respect of any person claiming through or under the Purchaser, the Purchaser must complete this Contract despite such caveat.
- (d) If the Purchaser is in breach of this Special Condition 54, the Purchaser must pay on demand the amount advised by the Vendor as the damages suffered by the Vendor up to the date on which the caveat is withdrawn.
- (e) The Purchaser appoints each partner of the Vendor's Solicitors severally as its attorney for the purpose of withdrawing any such caveat, including signing any withdrawal of such caveat. This appointment is given for valuable consideration received and is irrevocable.
- (f) The Vendor's rights under this Special Condition are in addition to any other rights the Vendor may have against the Purchaser for breach of Contract.
- (g) This Special Condition 54 shall not merge on completion.

### **PART E – CONDITIONS PRECEDENT**

#### **55. Registration of Registration Documents and removal of Planning Agreements**

- (a) Completion of this Contract is conditional upon the registration of the Registration Documents at the LRS and the Planning Agreements Removal within 36 months from the date of the Contract.
- (b) If the registration of the Registration Documents and the Planning Agreements Removal is not effected within 36 months from the date of the Contract, then either party shall be entitled to rescind the Contract and in such event, the provisions contained in Printed Condition 19 shall apply. The Purchaser acknowledges and agrees that the only right or remedy available to the Purchaser in these circumstances is the right of rescission and the Vendor will not be liable to pay to the Purchaser any damages, costs or expenses. Either party may rescind this Contract by serving written notice on the other party. A party cannot rescind under this Special Condition after registration of the Registration Documents and the Planning Agreements Removal.
- (c) The Vendor will use reasonable endeavours to procure the registration of the Registration Documents at the LRS and the Planning Agreements Removal.
- (d) (i) The Vendor is at liberty to vary any or all of the Registration Documents from their draft form as annexed to this Contract, including:

- (A) the total number of Lots;
  - (B) the numbering of Lots;
  - (C) the dimensions or area of Lots;
  - (D) the location of Lots;
  - (E) the location of easements; or
  - (F) the location and dedication of roads.
- (ii) Subject to Special Condition 55(f) and Special Condition 51(d), the Purchaser cannot make any objection, requisition or claim any compensation, nor be entitled to rescind or terminate this Contract in respect of any change to the Registration Documents.
  - (iii) The Purchaser acknowledges that Special Condition 55(f) does not apply in the event that such variations are required to enable the Vendor to comply with the requirements or conditions of any development consent for the Development Property or the Estate, Council, the LRS or any other authority or Government Agency.
- (e) The Vendor can, at any time, serve upon the Purchaser a notice advising of variations to the Draft Subdivision Plan, which, in the opinion of the Vendor, relate to matters set out in Special Condition 55(f).
  - (f) If there is any variation to the Draft Subdivision Plan relating to:
    - (i) the location of the Property which materially adversely affects the Property; or
    - (ii) the area of the Property which results in a reduction in area of more than 5% from that shown in the Draft Subdivision Plan,and the Vendor:
    - (iii) serves a notice under Special Condition 55(e), the Purchaser can rescind, but only (despite Printed Condition 19.1.1) within fourteen (14) days of service of that notice and this time is essential; or
    - (iv) does not serve a notice under Special Condition 55(e), the Purchaser can rescind, but only (despite Printed Condition 19.1.1) within fourteen (14) days of the Vendor serving notice of registration of the Registration Documents upon the Purchaser and this time is essential.
  - (g) Despite the time limit for registration of the Registration Documents and the Planning Agreements Removal referred to in Special Condition 55(a) and prior to the expiry of such time limit, the Vendor shall from time to time be entitled by written notice to the Purchaser to extend such time limit by each day that the Vendor or its contractors have been delayed by reason of:
    - (i) inclement weather or conditions resulting from inclement weather;
    - (ii) any civil commotion, combination of workmen or strikes or lock-outs affecting the progress of the Estate affecting the manufacture or supply of materials for the construction of the Estate;

- (iii) any delay in any approval required for the construction of the Estate by the proper authority or authorities provided the Vendor has taken all reasonable steps to obtain such approval;
- (iv) damage and/or delay by fire or explosion or earthquake lightning storm or tempest;
- (v) or in consequence of proceedings being taken or threatened by or disputes with adjoining or neighbouring owners;
- (vi) any delay for which the Vendor's contractors are entitled to an extension of time under the terms of a relevant contract; or
- (vii) any other cause beyond the control of the Vendor.

**AND** the parties agree that the Vendor's Project Engineer for the time being shall be solely entitled to determine the Vendor's entitlement to extensions of time to the said period referred to in Special Condition 55(a) and that such engineer shall act as an expert and not as an arbitrator and his decision shall be final and binding on the parties.

- (h) Except for the right of rescission contained in Special Condition 55(f), the Purchaser shall make no objection, requisition or claim for compensation, nor be entitled to rescind or terminate this Contract, nor delay completion in respect of the matters referred to in this Special Condition 55.

## **PART F – INTEGRATED DEVELOPMENT**

### **56. Estate Development**

The Vendor will be undertaking the development of the Estate in stages. The Vendor is under no obligation to stage the development in any particular order or to complete any later stages of the development of the Estate. The Purchaser acknowledges that variations to the Registration Documents may occur as a consequence of the finalisation of plans for, and/or registration of, the subdivision of other stages within the Estate.

### **57. Future Development Options**

The Purchaser acknowledges that:

- (a) any concept plans, brochures and other information relating to the development of the Estate, including website images made available (**Concept Documents**) which the Purchaser may have been shown by the Vendor or the Vendor's Agent or otherwise seen before signing this Contract do not constitute a promise or representation on the part of the Vendor that the Estate or any part of it will be developed in the manner illustrated in the Concept Documents or at all;
- (b) the Vendor is continuing to consider options for the Development Property and the Estate and may in its absolute discretion decided to proceed with development of only part of it;
- (c) certain parts of the Estate which are intended for community use may be dedicated to the Council however, the Council may decide not to accept dedication of all of such public lands and following completion certain areas may continue to be owned and managed by the Vendor or some other entity; and

- (d) to the extent that any part or all of Development Property or Estate might be developed for any purpose, the Vendor has given no promises or representations as to the timing of any such works.

#### **58. Planning Approvals**

The Purchaser acknowledges that the Vendor may apply for a development consent or an amendment to the Planning Scheme in connection with any use or development proposed for the Estate. The Purchaser will not:

- (a) object, or assist in or encourage any objection, to any application by or on behalf of the Vendor for a development consent or amendments to development consents for development or use of the Estate or any part of it; or
- (b) oppose, or assist or encourage the opposition of, any amendment to the Planning Scheme proposed by or on behalf of the Vendor to enable development or use of the Estate.

#### **59. Development Activities**

The Purchaser will make no objection either to any works being conducted on other lots within the Estate or to the dust and noise and other discomforts which might arise therefrom, and will not institute or prosecute any action or proceedings for injunctions or damages arising out of or consequent upon those works or to the dust and noise and other discomforts which might arise therefrom.

#### **60. Further Construction**

- (a) The Purchaser acknowledges that the Vendor will be carrying out other development works within the Estate which may include the construction of one or more new buildings and major demolition work. The timing of the commencement and completion of these works will be determined by the Vendor in its absolute discretion.
- (b) As long as the Vendor takes reasonable steps to minimise inconvenience to the Purchaser in any development works on the Estate, but not so long as to prolong or delay completion of those works, the purchaser will make no objection either to the development works or to the dust and noise and other discomforts which might arise therefrom and will not institute or prosecute any action or proceedings for injunctions or damages arising out of or consequent upon the development works or to the dust and noise and other discomforts which might arise therefrom.

#### **61. Purchaser's Acknowledgment**

The Purchaser acknowledges that the Vendor will not be under any liability to the Purchaser in respect of any claims, demands, actions, proceedings, losses, costs, expenses and damages arising directly or indirectly from the use, development or occupation of the Development Property or the Estate and the Purchaser releases the Vendor against any such claims, demands, actions, proceeding, losses, costs, expenses and damages.

#### **62. Non-Merger**

Without limiting any other condition, Special Conditions 56 to 62 inclusive will not merge on completion of this Contract and will bind any executor, permitted assign, estate, administrator, liquidator or successor in title of the Purchaser. The Purchaser agrees that it must be a condition or term of any contract of sale or transfer of the Property by the Purchaser that any purchaser or transferee and their successors in title are bound by and abide by the terms and obligations set out in Special Condition 56 to 62 inclusive, and for this purpose must procure

that such purchaser or transferee executes a deed of covenant with the Vendor in a form approved by the Vendor's Solicitors, pursuant to which such purchaser or transferee agrees to be bound by the terms and obligations set out in this Part F.

## **PART G – SELLING ACTIVITIES**

### **63. Selling and Leasing Activities**

- (a) The Purchaser acknowledges that both before and after completion the Vendor and persons authorised by the Vendor (acting reasonably) are entitled to and will:
- (i) conduct selling activities on the Estate (but not the Property);
  - (ii) place and maintain in, on and about the Estate (but not the Property) signs in connection with those selling activities;
  - (iii) place and maintain in, on and about the Estate (but not the Property) an office or other facility or both for salespersons,

and the Purchaser shall not be entitled to make any objection, requisition or claim for compensation, nor be entitled to rescind or terminate, nor delay completion of this Contract in respect of any of these matters.

- (b) The covenants in this Special Condition 63 shall continue until the Vendor completes the sale of all lots in the Estate.
- (c) The provisions of this Special Condition 63 shall not merge on completion of this Contract.

### **64. Restriction on Re-Sale**

The Purchaser expressly acknowledges and agrees that the Purchaser will not, without the prior written consent of the Vendor (which consent may be withheld in the Vendor's absolute discretion), advertise or list the Property or the Purchaser's benefits under this Contract for sale, sell, transfer, mortgage or otherwise encumber or in any other way whatsoever deal with the Property or any part of it or the Purchaser's rights or interest in or under this Contract prior to completion of this Contract.

### **65. No Assignment**

The whole or any part of this Contract must not be assigned by the Purchaser without the prior written consent of the Vendor, which consent may be withheld in the Vendor's absolute discretion.

## **PART H – BUILDING REQUIREMENTS AND RE-SALE**

### **66. Practical Commencement of Residence**

- (a) The Purchaser understands, acknowledges and agrees with the Vendor that the Vendor has a real and genuine interest in ensuring that the Purchaser commences, and achieves, construction of the Residence on the Property by expiry of the Construction Period for the benefit of all owners of other lots in the Estate.
- (b) The Purchaser agrees that the Purchaser will commence and achieve construction of the Residence at least to the stage of Practical Commencement by the expiry of the Construction Period.

## **67. Restriction on Re-Sale Prior to Construction of Residence**

- (a) The Purchaser must not sell or otherwise dispose of the Property before the Residence has been constructed without first offering the Property for sale to the Vendor by notice in writing (**Purchaser's Offer**).
- (b) The Vendor will have a period of fourteen (14) days after receipt of the Purchaser's Offer to accept such offer by serving notice in writing on the Purchaser (**Acceptance Notice**).
- (c) If the Vendor serves the Acceptance Notice on the Purchaser, within the said time period, then the provisions of Special Condition 70(a)(i) and (ii) will apply in respect of the sale of the Property by the Purchaser to the Vendor.
- (d) If the Vendor does not serve the Acceptance Notice on the Purchaser within the said time period, then the Purchaser shall be free for a further period of forty-two (42) days to sell the Property to any third party at a price not less than and on terms no more favourable to the third party than those contained in the Purchaser's Offer and subject to the remaining provisions of this Contract.
- (e) If the Purchaser does not sell the Property to a third party as provided for in Special Condition 67(d), this Special Condition 67 will continue to apply.

## **68. No Re-Sale Without Consent**

- (a) Despite any other provision of this Contract, the Purchaser must not sell or otherwise dispose of the Property or any interest therein, before the Residence has been constructed, without the prior written consent of the Vendor which may be withheld in the absolute discretion of the Vendor.
- (b) The Vendor may make it a condition of granting its consent to any sale, transfer or other disposal of the Property that the proposed buyer, transferee or acquirer of the interest in the Property, first execute a deed of covenant in a form approved by the Vendor's Solicitors pursuant to which such person agrees to be bound by the conditions contained in Part H and Part I of this Contract.

## **PART I – RIGHT OF RE-PURCHASE**

### **69. Grant of Right of Re-Purchase**

- (a) Despite any other provision of this Contract, the Purchaser grants to the Vendor the Right of Re-Purchase for a price equal to the purchase price payable by the Purchaser pursuant to this Contract.
- (b) The Vendor may exercise its Right of Re-Purchase if:
  - (i) Practical Commencement of the Residence is not effected by the expiry of the Construction Period;
  - (ii) the Vendor gives notice to the Purchaser that Practical Commencement has not been effected by the expiry of the Construction Period and the Vendor requires the Purchaser to effect Practical Commencement within ninety (90) days of the date of service of the said notice; and
  - (iii) Practical Commencement has not been effected within the said ninety (90) day period.

- (c) The Vendor may (but is not obliged) to exercise the Right of Re-Purchase by further notice in writing to the Purchaser within fourteen (14) days after the expiration of the time period referred to in Special Condition 69(b)(ii).
- (d) The Vendor acknowledges and agrees that the Vendor will not exercise its Right of Re-Purchase if the Purchaser has made or can satisfy the Vendor that the Purchaser either has or is prepared to make, a bona fide attempt to comply with its obligations under this Part to effect Practical Commencement of the Residence within a time which the Vendor believes, in the circumstances is reasonable.
- (e) In addition to the grounds set out in sub-clause (b) the Vendor may also exercise its Right of Re-Purchase if:
  - (i) the Purchaser, being a company enters into liquidation whether compulsory or voluntary;
  - (ii) a receiver, a receiver and manager, or an agent in possession is appointed in respect of any property of the Purchaser;
  - (iii) a mortgagee takes possession of any property of the Purchaser;
  - (iv) any execution or process is made against the Property or the property of the Purchaser; or
  - (v) the Purchaser being a natural person commits an act of bankruptcy or is declared bankrupt.

#### **70. Sale and Settlement – Right of Re-Purchase**

- (a) Upon exercise of the Right of Re-Purchase by the Vendor:
  - (i) the Purchaser shall sell the Property and the Vendor shall purchase the Property on the terms and conditions set out in the Contract for Sale of Land – 2019 Edition, or if that edition has been superseded, by the then current edition of the Contract for Sale of Land prepared by The Law Society of New South Wales and the Real Estate Institute of New South Wales;
  - (ii) the completion date will be the date that is forty-two (42) days after the date of exercise of the Right of Re-Purchase by the Vendor;
  - (iii) the amount payable on settlement shall be the purchase price paid by the Purchaser pursuant to this Contract less the Vendor's costs (including legal costs) of and incidental to the exercise of the Right of Re-Purchase and completion of the purchase (including any stamp duty) which shall be payable by the Purchaser on demand by the Vendor or may be deducted by the Vendor from the amount otherwise due by the Vendor to the Purchaser.
- (b) The purchase price for the Property will be equal to the amount paid by the Purchaser to the Vendor notwithstanding that there are any improvements made or fixed to the Property which have been undertaken or erected thereon by the Purchaser.
- (c) The Purchaser shall remain liable for the payment of all rates, taxes and other outgoings assessed or charged in relation to the Property for the whole of the financial year in which settlement of the re-purchase occurs and there shall be no apportionment of rates, taxes and other outgoings to the Purchaser.

- (d) In substitution for the rights granted to the Vendor pursuant to Special Condition 69(a), the Vendor may in the name of the Purchaser sell the Property by public sale and in that event the Vendor for valuable consideration received is irrevocably authorised by the Purchaser to act as the agent and attorney of the Purchaser to effect a sale of the Property at the best price then obtainable and the Purchaser shall be entitled to receive the net amount available from such sale after the payment or deduction of the reasonable selling expenses incurred by the Vendor.
- (e) If the Vendor exercises its Right of Re-Purchase in accordance with this Contract and there are any partially constructed improvements on the Property, then the Vendor may (in its absolute discretion) procure the removal of such improvements from the Property provided that all costs associated with such removal shall be borne by the Purchaser.

#### **71. Appointment of Attorney**

In the event that the Purchaser is in default of any provision in this Contract, the Purchaser for valuable consideration received irrevocably appoints the Vendor to be the attorney for the Purchaser and in the Purchaser's name and on the Purchaser's behalf execute, complete and perform all:

- (a) actions capable of being executed or performed in the name of the Purchaser; and
- (b) instruments and documents to be executed by or on behalf of the Purchaser, including any document or contract required of and incidental to this Part I.

#### **PART J – ADDITIONAL RIGHTS**

#### **72. Vendor's Additional Rights**

If the Purchaser has a right to rescind this Contract for any reason, the Vendor may serve a notice requiring the Purchaser to either rescind or reaffirm this Contract in any relevant rescission period specified in this Contract, or if none is specified, within a reasonable time. If the Purchaser does not either rescind or reaffirm this Contract within the relevant rescission period, or within such reasonable time, then the Vendor may rescind this Contract.

#### **PART K – GST INCLUSIVE**

#### **73. GST**

The Price includes GST (if any) which is payable in connection with the supply of the Property.

#### **PART L – CHARGE**

#### **74. Charge**

The Purchaser agrees to indemnify and keep indemnified the Vendor in respect of all loss and damage suffered by the Vendor as a result of any breach by the Purchaser of its obligations under Part H of this Contract and charges the Property with the due performance by the Purchaser of its obligations thereunder and in addition with all liability suffered by or incurred by the Vendor as a result of any such breach and all liability arising out of the indemnity referred to in this clause.

#### **PART M – LEASEBACK TO VENDOR**

#### **76. Lease back to Vendor**

- (a) The Vendor and the Purchaser agree that the Property will be leased by the Vendor to the Purchaser as and from completion on the terms and conditions set out in the lease which is attached to this Contract ("lease") and this Contract is conditional upon the grant and acceptance of the lease. The Commencing date of the lease is the date of completion, and the terminating date is the date which is 3 years after that date.
- (b) The parties agree that they will at or prior to Completion do all things and execute all documents in relation to the grant of the lease and its acceptance and registration of the lease with LRS.

**PART N – EXTENTION OF CONSTRUCTION PERIOD**

The parties agree that the Construction Period commences on the terminating date of the last lease of the Property from the Purchaser to the Vendor and expires 2 years after that date.

**LEASE**  
New South Wales  
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

**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.

**STAMP DUTY**

Revenue NSW use only

(A) **TORRENS TITLE**

Property leased  
/ being Lot in Deposited Plan

(B) **LODGED BY**

Document Collection Box  <b>182P</b>	Name, Address or DX, Telephone, and Customer Account Number if any	<b>CODE</b>  <b>L</b>
	Tel: Reference:	

(C) **LESSOR**

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable):

(E) **LESSEE**

HUNTLEE PTY LIMITED (ACN 143 744 745)  
  
**TENANCY:**

(F)

(G)

- TERM** 3 years
- COMMENCING DATE**
- TERMINATING DATE**
- With an **OPTION TO RENEW** for a period of two further periods each of 1 year set out in clause 12 of N.A.
- With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
- Together with and reserving the **RIGHTS** set out in clause N.A. of N.A.
- Incorporates the provisions or additional material set out in **ANNEXURE(S)** "A" hereto.
- Incorporates the provisions set out in N/A No. N.A.
- The **RENT** is set out in clause No. 2 of Annexure "A" to Lease

**DATE**

(H) I certify I am an eligible witness and that the lessor signed this dealing in my presence.  
[See note\* below].

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

Signature of witness:

Signature of lessor:

Name of witness:  
Address of witness:

I certify that I am an eligible witness and that the lessee's attorney signed this dealing in my presence.  
[See note\* below].

Certified correct for the purposes of the Real Property Act 1900 by the lessee's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of witness:

Signature of attorney:

Name of witness:  
Address of witness:

Attorney's name: Stephen Thompson  
Signing on behalf of: Huntlee Pty Limited  
Power of attorney-Book: 4659  
-No.: 71

**(I) STATUTORY DECLARATION\***

I solemnly and sincerely declare that—

- 1. The time for the exercise of option to \_\_\_\_\_ in expired lease No. \_\_\_\_\_ has ended; and
- 2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at \_\_\_\_\_ in the State of New South Wales on \_\_\_\_\_  
in the presence of \_\_\_\_\_ of \_\_\_\_\_,  
 Justice of the Peace (J.P. Number: \_\_\_\_\_)  Practising Solicitor  
 Other qualified witness [specify] \_\_\_\_\_,

- # who certifies the following matters concerning the making of this statutory declaration by the person who made it:
- 1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
  - 2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was a \_\_\_\_\_ [Omit ID No.1]

Signature of witness: \_\_\_\_\_ Signature of applicant: \_\_\_\_\_

\* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

Annexure "A" to LEASE

Parties:

as Lessor and HUNTLEE PTY LIMITED (ACN 143 744 745) as

Lessee

Dated:

1. The property leased ("Property") is leased by the Lessor to the Lessee for the term of three year commencing on the Commencing Date and terminating on the Terminating Date.
2. The rent payable by the Lessee to the Lessor is \$12,500.00 inclusive of GST (if any) per annum. The rent is payable annually in advance with the first instalment of rent being payable on the Commencing Date.
3. The Property may be used by the Lessee for such purposes as the Lessee thinks fit in relation to the Caphilly Display Village and the Huntlee Estate generally. Without limiting the foregoing, the Lessor agrees that the Lessee may use the Property for the purposes of public and private vehicle parking, product display, signage, amenities, and events and all other reasonable uses consistent with the Lessee's sales and marketing operations for the Huntlee Estate and the promotion of the Caphilly Display Village, including constructing and deconstructing structures, landscaping, services and other improvements which the Lessee wishes to make to or erect upon the Property.
4. The Lessee must sign all documents reasonably required by the Lessor relating to the use of the Property by the Lessee.
5. The Lessee must keep current at all times during the Term a policy of public risk insurance applicable to the Property and the activities carried out thereon by the Lessee for an amount of not less than \$20 million noting the interest of the Lessor as owner.
6. The Lessee is entitled to use and connect and disconnect all services to the Property, including without limitation water, gas, electricity, sewerage, telephone, internet and other communications.
7. The Lessor agrees that all the improvements to and erected upon the Property by the Lessee (including road base) are in the nature of the tenant's fittings and will be removed from the Property by the Lessee at the cost of the Lessee at or prior to the end of term. After such removal the Lessee will make the Property good and return the Property to a standard consistent with similar vacant lots in the vicinity of the Property, within a period of 60 days after the Terminating Date.
8. The Lessor must bear and pay all rates taxes and outgoings in relation to the Property.
9. Each party will bear their own costs of and incidental to this lease.
10. The covenants, powers and provisions implied in leases by virtue of section 84, 84A, 85 and 86 of the Conveyancing Act do not apply to this lease and are expressly negatised.
11. If the Lessor is registered for GST it must provide to the Lessee a Tax Invoice in respect of the rent at the time the rent is payable.

12. During the Term the Lessee will and may peaceably possess and enjoy the Property without any interruption or disturbance from the Lessor or any other person or persons lawfully claiming by from or under the Lessor.

13. On each anniversary of the Commencing Date ("review date") (including in respect of any renewed lease), the rent will be reviewed such that the rent payable by the Lessee for the year following each review date will be determined by multiplying the rent payable at the rate per annum for the first year of the Term of this Lease by a fraction, the numerator of which will be the Price Index applicable on the review date and the denominator of which will be the price index applicable on the Commencing Date.

14. Price index in this clause means the All Groups Consumer Price Index applicable to Sydney kept by the Commonwealth statistician and in the event of such Price Index being discontinued or abolished or calculated on a different basis, then there shall be substituted for the Price Index such other index as the Lessee determines in its discretion.

15. The Lessee shall have an option to renew this Lease for two further periods of one year each (maximum of 5 years, including the term of this Lease) on the same terms and conditions as are set out in this Lease (except for this clause in the second renewed lease), with the rent calculated as provided for in clause 13, such options to be exercised by written notice by the Lessee to the Lessor not less than 60 days prior to the end of the Term of this Lease (or 60 days prior to the end of the term of the first Lease for a further term of one year) and shall come into existence upon and by virtue of the exercise of the option without further documentation, however if either party requires that a lease for an option term be signed, then the parties agree to do so.