

Wyong  
Shire  
Council  
CENTRAL COAST

## Australian Chinese Theme Park



## Contract for the sale of land – 2005 edition

TERM		MEANING OF TERM
Vendor's agent	Without the intervention of an Agent	Phone Fax
Co-agent		
Vendor	WYONG SHIRE COUNCIL (ACN 47 054 613 735) 2 HELY, STREET, NSW 2259, AUSTRALIA	
Vendor's Solicitor	Legal and Risk Unit, Wyong Shire Council  2 Hely Street Wyong, NSW 2259, Australia DX: 7306 WYONG	Phone 02 4350 5590 Fax 02 4351 2098 Ref: Brian Glendenning
Completion date	2 December 2015 (clause 15)	
Land (Address, plan details and title reference)	WARREN ROAD, WARNERVALE, 2259 Lot 1 in an Unregistered Plan (copy attached), being part of Lot 3 in DP1007500	
Tenancy	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
Improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace other:	
Attached copies	<input checked="" type="checkbox"/> Documents in the List of Documents as marked or as numbered: 1, 2 (DP1007500), 4 (Trehy Ingold Neate 20680-SL01 Rev A), 8, 8 and 10 (S607207, E966983, S594481 & DP1130374) <input type="checkbox"/> Other documents:	

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

Inclusions	<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> TV antenna
	other:			

Exclusions

Purchaser: AUSTRALIA CHINA THEME PARK PTY LTD (ACN 99 153 644 298)  
UNIT 4, 5 PURCHASE STREET, PARRAMATTA NSW 2150

Purchaser's solicitor: \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Price: \$ 11,000,000.00  
Deposit: \$ 100,000.00  
Balance: \$ 10,900,000.00

Contract date: 2.12.12 (If not stated, the date this contract was made)

(note Special Condition 50)  
(10% of the price, unless otherwise stated)



Vendor: \_\_\_\_\_ Witness: \_\_\_\_\_

<p>Purchaser: _____</p> <p>Australian China Theme Park Pty Ltd, Pursuant to s127 of Corporations Act 2006</p> <p>Tax information (the parties promise this is correct as far as each party is aware) Act 2006</p> <p>Land tax is adjustable <input type="checkbox"/> NO <input type="checkbox"/> YES</p> <p>GST: Taxable supply <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES</p> <p>Margin scheme will be used in making the taxable supply <input type="checkbox"/> NO <input type="checkbox"/> YES</p>	<p><b>GST AMOUNT (optional)</b> The price includes GST of: \$ 1,000,000.00 (note Special Condition 50)</p>	<p>Fengyuan Li, Director</p> <p>Witness: _____</p>
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- 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-C
  - input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 24 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 25 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 26 strata by-laws not set out in <i>legislation</i>
<input checked="" type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 27 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 28 strata management statement
<input checked="" type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)	<input type="checkbox"/> 29 leasehold strata - lease of lot and common property
<input type="checkbox"/> 7 section 149(5) information included in that certificate	<input type="checkbox"/> 30 property certificate for neighbourhood property
<input checked="" type="checkbox"/> 8 sewerage connections diagram	<input type="checkbox"/> 31 plan creating neighbourhood property
<input type="checkbox"/> 9 sewer mains diagram	<input type="checkbox"/> 32 neighbourhood development contract
<input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 33 neighbourhood management statement
<input type="checkbox"/> 11 section 88G certificate (positive covenant)	<input type="checkbox"/> 34 property certificate for precinct property
<input type="checkbox"/> 12 survey report	<input type="checkbox"/> 35 plan creating precinct property
<input type="checkbox"/> 13 section 317A certificate (certificate of compliance)	<input type="checkbox"/> 36 precinct development contract
<input type="checkbox"/> 14 building certificate given under <i>legislation</i>	<input type="checkbox"/> 37 precinct management statement
<input type="checkbox"/> 15 insurance certificate (Home Building Act 1989)	<input type="checkbox"/> 38 property certificate for community property
<input type="checkbox"/> 16 brochure or note (Home Building Act 1989)	<input type="checkbox"/> 39 plan creating community property
<input type="checkbox"/> 17 section 24 certificate (Swimming Pools Act 1982)	<input type="checkbox"/> 40 community development contract
<input type="checkbox"/> 18 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 41 community management statement
<input type="checkbox"/> 19 other document relevant to tenancies	<input type="checkbox"/> 42 document disclosing a change of by-laws
<input type="checkbox"/> 20 old system document	<input type="checkbox"/> 43 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 21 Crown tenure card	<input type="checkbox"/> 44 document disclosing a change in boundaries
<input type="checkbox"/> 22 Crown purchase statement of account	<input type="checkbox"/> 45 certificate under Management Act - section 109 (Strata Schemes) or section 26 (Community Land)
<input type="checkbox"/> 23 Statutory declaration regarding <i>vendor duty</i>	

## WARNINGS

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

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

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

## DISPUTES

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

## AUCTIONS

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

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### WARNING SWIMMING POOLS

An owner of property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

### WARNING SMOKE ALARMS

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

### IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

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

### COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

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

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

In this contract, these terms (in any form) mean -

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> );
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in section 4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and drawn on its own funds by - <ul style="list-style-type: none"> <li>• a <i>bank</i>; or</li> <li>• a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; or</li> </ul> if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other <i>cheque</i> ;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice served by the <i>party</i> ;
<i>terminate</i>	terminate this contract for breach;
<i>vendor duty</i>	vendor duty imposed under Chapter 4 of the Duties Act 1997;
<i>within</i>	in relation to a period, at any time before or during the period;
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road.

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 Normally, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit only by unconditionally giving cash (up to \$2,000) or a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 and 3 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each party tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the party who becomes entitled to it) with a bank, credit union or permanent building society, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the parties equally, after deduction of all proper government taxes and financial institution charges and other charges.

## 3 Payment of vendor duty out of the deposit

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

## 4 Transfer

- 4.1 Normally, the purchaser must serve the form of transfer at least 14 days before the completion date.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must serve it.
- 4.3 If the purchaser serves a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 4.5 If this sale is exempt from vendor duty -
- 4.5.1 the vendor can (but does not have to) serve an application for exemption from vendor duty in the form satisfactory to the Office of State Revenue within 7 days after the contract date;
- 4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is served on the contract date; and
- 4.5.3 if the vendor complies with clause 4.5.1 -
- the purchaser must have the form of transfer marked by the Office of State Revenue in relation to vendor duty before serving the form of transfer; and
  - on completion the vendor must pay to the purchaser \$33.

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

The purchaser can make a claim (including a claim under clause 6) before completion only by *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; and
  - 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse.

## 8 Vendor's right to rescind

The vendor can *rescind* if –

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

## 9 Purchaser's default

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



## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

## 13 Goods and services tax (GST)

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

## 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must adjust land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Completion date

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

## 16 Completion

### • Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If the purchaser serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

### • Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque*, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to the purchaser under this contract).
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

### • Place for completion

- 16.11 *Normally*, the parties must complete at the completion address, which is
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

## 17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –

- 17.2.1 this contract says that the sale is subject to existing tenancies; and  
 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 Normally, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion -  
 18.2.1 let or part with possession of any of the *property*;  
 18.2.2 make any change or structural alteration or addition to the *property* or  
 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion -  
 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and  
 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor -  
 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and  
 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate mentioned in Schedule J of the Supreme Court Rules 1970.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the party can exercise the right -  
 19.1.1 only by *serving* a notice before completion; and  
 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 Normally, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* -  
 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;  
 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;  
 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and  
 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is  
 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);  
 20.6.2 served if it is served by the *party* or the *party's solicitor*;  
 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;  
 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;  
 20.6.5 served if it is sent by fax to the *party's solicitor*, unless it is not received;  
 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and  
 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another party of doing something is an obligation to pay -  
 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or  
 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, and 17 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* includes a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on page 1) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clause 2 (deposit).
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract -
- 'change', in relation to a scheme, means -
- a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 'common property' includes association property for the scheme or any higher scheme;
- 'contribution' includes an amount payable under a by-law;
- 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 'the property' includes any interest in common property for the scheme associated with the lot;
- 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are normal expenses, due to fair wear and tear, disclosed in this contract or covered by moneys held in the sinking fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- 23.5 The parties must adjust under clause 14.1 -
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract -
- 23.6.1 the vendor is liable for it if it was levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
- 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
- 23.6.3 the purchaser is liable for all other contributions levied after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if -
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme -
- a proportional unit entitlement for the lot is not disclosed in this contract; or
  - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each party can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision.
- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- 23.18 If a general meeting of the owners corporation is convened before completion -
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* -
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion -
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if -
- any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
  - a disclosure statement required by the Act was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Act.
- 24.4 If the *property* is subject to a tenancy on completion -
- 24.4.1 the vendor must allow or transfer -
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose;
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose; and
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser -
- a proper notice of the transfer addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given to the tenant under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 24.5 Rights under this clause continue after completion, whether or not other rights continue.

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

- 25.1 This clause applies only if the land (or part of it) -  
 25.1.1 is under qualified, limited or old system title; or  
 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must serve a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document -  
 25.4.1 shows its date, general nature, names of parties and any registration number; and  
 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title -  
 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);  
 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;  
 25.5.3 normally, need not include a Crown grant; and  
 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title -  
 25.6.1 in this contract 'transfer' means conveyance;  
 25.6.2 the purchaser does not have to serve the form of transfer until after the vendor has served a proper abstract of title; and  
 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title -  
 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);  
 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and  
 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the parties must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under legislation).
- 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after service of the purchaser's part.
- 27.4 If consent is refused, either party can rescind.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a party, then that party can rescind *within 7 days* after receipt by or service upon the party of written notice of the conditions.
- 27.6 If consent is not given or refused -  
 27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can rescind;  
 or  
 27.6.2 *within 30 days* after the application is made, either party can rescind.
- 27.7 If the legislation is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The completion date becomes the later of the completion date and 14 days after service of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under legislation.

28.3. if the plan is not registered *within* that time and in that manner -

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2.

28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.

28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to a plan that is to be registered before the plan is registered.

## 29. Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party serves* notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening -

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party serves* notice of the refusal;

29.7.3 the completion date becomes the later of the completion date and 21 days after the earliest of -

- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision;
- the end of the time for the event to happen.

29.8 If the *parties* cannot lawfully complete without the event happening -

29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;

29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;

29.8.3 the completion date becomes the later of the completion date and 21 days after either *party serves* notice of the event happening.

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

WARNERVALE 2259

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS:** The *Conveyancing Act 1919* (section 52A) and the *Conveyancing (Sale of Land) Regulation 2010* create significant rights and obligations affecting this Contract. You should refer to these provisions in conjunction with the preparation and signature of this Contract.

**30 Status of special conditions**

- 30.1 The preceding conditions of the Contract (clauses 1 - 29.9 inclusive) shall be read subject to the following special conditions (clauses 30 – 50.1 inclusive). If there is a conflict between the preceding conditions of the Contract (clauses 1-29.9 inclusive) and the following special conditions (clauses 30 – 50.1 inclusive), then the special conditions shall prevail.
- 30.2 Should any of the following special conditions be held contrary to law, void or unenforceable, then any such special condition shall be read down to the minimum extent necessary for its preservation. In the event that special condition cannot be read down then it shall be severed from this Contract and the other conditions shall remain of full force and effect.
- 30.3 The "contra proferentem" rule will not apply to the following special conditions. For avoidance of doubt, the identity of the party responsible for drafting these special conditions shall not affect the construction of these special conditions.

**31 No binding Contract prior to exchange**

- 31.1 The parties agree that, unless the parties expressly waive this requirement in writing, this Contract shall not be binding on the parties at law or in equity until: -
- 31.1.1 a counterpart copy of this Contract executed by the Purchaser has been delivered to the Vendor (or to the Vendor's solicitor), and vice-versa; or
- 31.1.2 there exists a single copy of this Contract executed by both parties, whichever is the earliest.

**32 Exclusion of Pre-Contractual Representations**

- 32.1 This Contract constitutes the entire agreement between the Vendor and the Purchaser relating to the sale of the property.
- 32.2 The parties have not entered into and are not bound by any collateral or other agreement, apart from this Contract.
- 32.3 The parties are not bound by any warranty, representation, collateral agreement or implied term under the general law or imposed by legislation unless:
- 32.3.1 such warranty, representation, agreement or term is contained in the express terms of this Contract; or
- 32.3.2 it is an implied term or warranty imposed by statute which is mandatory and cannot be excluded by the parties' agreement.
- 32.4 The Purchaser acknowledges that the Purchaser, when entering into this Contract, relied exclusively on the following matters independently of any statements, inducements or representations made by or on behalf of the Vendor:-
- 32.4.1 the inspection of and investigations relating to the land made by or on behalf of the Purchaser, such investigations including but not limited to investigations concerning the effect of consents and approvals granted or issued in respect of the property under the *Environmental Planning and Assessment Act 1979*;
- 32.4.2 the warranties and representations expressly contained in this Contract;
- 32.4.3 the skill and judgment of the Purchaser, its consultants and its representatives; and
- 32.4.4 opinions or advice obtained by the Purchaser independently of the Vendor or of the Vendor's councillors, employees or delegates.

**33 Amendments to preceding conditions**

- 33.1 The preceding conditions of this Contract are amended in accordance with the subclauses of this clause 33.1:
- 33.1.1 Clauses 2.1 – 2.9 (inclusive) are deleted, and the parties note clause 38.
- 33.1.2 Clause 5.3 is amended by deleting "a reasonable time" and substituting "within 28 days of the Purchaser first becoming aware of the matter giving rise to the entitlement to make the requisition".
- 33.1.3 Clause 7.1.1 is amended by deleting "5%" and substituting "1%".
- 33.1.4 Clause 7.2.1 is amended by deleting "10%" and substituting "1%".
- 33.1.5 Clause 10.1.6 is amended by inserting "or any obligation imposed by any consent or approval issued by any consent authority pursuant to the *Environmental Planning and Assessment Act 1979*" after the phrase "Crown grant".
- 33.1.6 Clause 15 is deleted, and the parties note clause 34.
- 33.1.7 Clause 16.5 is amended by deleting the words ", plus another 20% of that fee".
- 33.1.8 Clause 16.8 is deleted.
- 33.1.9 Clauses 16.11, 16.12 and 16.13 are deleted, and the parties note clause 35.
- 33.1.10 Clause 18 is deleted.
- 33.1.11 Clause 22 is deleted and the parties note clause 48.



33.1.12 Clause 23 is deleted.

33.1.13 Clause 28.2 is amended by deleting "6 months" and substituting "18 months".

**34 Default in completion**

34.1 Should completion not occur on or before the Completion date then either party shall be entitled to serve on the other party a Notice to Complete requiring completion of the Contract on a date not less than fourteen days from the date of service. As and from the date of service of a Notice to Complete, the time allowed for completion shall be of the essence of the Contract and Clause 21.6 shall not apply.

34.2 Should the Purchaser not complete by the completion date, without default by the Vendor, then the Vendor is entitled to recovery from the Purchaser, as liquidated damages payable on completion: -

34.2.1 Interest on the balance of purchase money at the rate of 12.5% per annum calculated at a daily rate from the original completion date to the actual date of completion.

34.2.2 The sum of \$320.00, being an agreed estimate of the costs and other expenses incurred or likely to be incurred by the Vendor in consequence of the delay.

**35 Completion address**

35.1 The parties must complete at such place in New South Wales as may be nominated in writing by the Vendor and the Vendor shall not be liable to reimburse the Purchaser for any costs incurred by the Purchaser in consequence of the location of the place so nominated. If no place is nominated then the parties shall complete at the Vendor's solicitor's address.

35.2 If the Purchaser requests that completion occur at a specified place, and the Vendor agrees, then the Purchaser shall pay to the Vendor the Vendor's reasonable costs of completing at that place, including any costs charged to the Vendor by any settlement agent or any other third party.

**36 Requisitions on title**

36.1 If the zoning of the land is such that one or more of the standard forms of requisitions on title distributed by the Law Society of New South Wales is intended to apply to the land, then the Purchaser may not rely on the Vendor's response, or failure to respond, to any alternative requisitions in order to make any claim or rescind this Contract. For the avoidance of doubt the standard forms referred to in this clause include those forms styled:

36.1.1 *Requisitions on Commercial Property - 2006;*

36.1.2 *Requisitions on Strata Title (Residential) Property - 2006;*

36.1.3 *Requisitions on Rural Land - 2006;* and

36.1.4 *Requisitions on Residential Property - 2006,*

and any forms substituted for or superseding those forms.

36.2 If the zoning of the land is such that Clause 36.1 does not apply (for example if the land is zoned solely for industrial use), then the Purchaser may not rely on the Vendor's response, or failure to respond, to requisitions of the following nature in order to make any claim or rescind this Contract: -

36.2.1 Requisitions concerning the connection of rainwater/stormwater pipes to a sewer or other conduit;

36.2.2 Requisitions concerning third party claims against the Vendor which have not attached to the land; and

36.2.3 Requisitions purporting to require the provision of certificates relating to the land, including building, occupation and insurance certificates, unless otherwise required by the Contract or for the purpose of calculating settlement figures.

**37 Warranty as to agent**

37.1 The Purchaser warrants that the Purchaser was not introduced to the Vendor or the property by any real estate agent and the Purchaser indemnifies the Vendor: -

37.1.1 against any claim for commission which might be made by an agent resulting from an introduction forming a breach of such warranty; and

37.1.2 against all costs and expenses incidental to defending any such claim.

37.2 The indemnities in clause 37.1 shall continue after termination of this Contract and shall not merge on completion.

**38 Deposit**

38.1 The Purchaser must pay the deposit of \$100,000.00 by way of the following four payments, where the time allowed for payment is of the essence of the Contract and to which clause 21.6 shall not apply:

38.1.1 \$10,000.00 to be paid on the Contract date; and

38.1.2 \$30,000.00 to be paid on or before 2 March 2013; and

38.1.3 \$30,000.00 to be paid on or before 2 December 2013; and

38.1.4 \$30,000.00 to be paid on or before 2 December 2014.

38.2 Each of the payments referred to in clause 38.1 are to be paid to the Vendor by way of a *settlement cheque* (as defined in clause 1 of the Contract).

- 38.3 If the Purchaser fails to comply with any of its obligations under clause 38.1 then:
- 38.3.1 The whole of the deposit becomes immediately due to the Vendor as at the date of such failure; and
- 38.3.2 In addition to the recovery of any unpaid part of the deposit, the Vendor is entitled to recover from the Purchaser, as liquidated damages payable to the Vendor interest at the rate of 12.5% per annum (calculated at a daily rate) on the balance of any unpaid part of the deposit from the date of that failure.
- 38.4 If any of the deposit is not paid on time the Vendor may *terminate*. This right to terminate is lost as soon as the deposit and any other amount due to the Vendor under clause 38.3 is paid in full.
- 38.5 The Purchaser agrees that notwithstanding any other provision in this Contract:
- 38.5.1 All deposit monies received by the Vendor are irrevocably released to the Vendor upon the receipt of those monies by the Vendor and may be thereafter retained by the Vendor without any requirement for any further authority or consent from the Purchaser other than as contained in this clause 38.5.1; and
- 38.5.2 In the event this Contract is terminated or rescinded any part of the deposit that has not been paid to the Vendor as at the date of termination or rescission becomes immediately payable and due to the Vendor by the Purchaser.

This clause 38.5 shall continue after termination or rescission of this Contract.

### 39 Acceptance of present condition

- 39.1 The Purchaser acknowledges that it is purchasing the property in its present condition and state of repair (both patent and latent) and subject to any infestation, contamination and dilapidation, and whether or not affected by insect or pest and whether or not any of the improvements upon the property are subject to or insured under the provisions of the *Builders Licensing Act 1971* (NSW), the *Home Building Act 1989* (NSW) or the *Building Services Corporation Act 1989* (NSW), and the Purchaser will raise no objection, requisition or claim for compensation in respect of such matters. For the purposes of this clause 39.1 the term "contamination" has the same meaning as in s. 5(1) of the *Contaminated Land Management Act 1987*.

### 40 Survey report

- 40.1 If a survey report of the property is annexed to this Contract, the Purchaser acknowledges having inspected the survey report and agrees that no objection, requisition or claim for compensation shall be made in relation to any matter referred to in the survey report.

### 41 Status of Purchaser

- 41.1 Without in any manner negating limiting or restricting any rights or remedies available to either party at law or in equity had this clause not been included, should the Purchaser become insolvent or appoint or suffer the appointment of a receiver, receiver/manager, voluntary administrator or liquidator, then the Vendor may rescind at any time thereafter.

### 42 Status of Vendor

- 42.1 The Purchaser shall not raise any objection or make any claim or requisition or be entitled to rescind by reason that:
- 42.1.1 the Vendor is presently or may in future become insolvent or subject to external administration; and/or
- 42.1.2 the Vendor is proposed to be the subject of amalgamation with any other local council.

### 43 Title

- 43.1 A sufficient statement of the Vendor's title shall be deemed to be included in the description of the property on the first page of the Contract and such statement shall have been deemed to have been given at the date of making this Contract.

### 44 Corporate purchaser

- 44.1 In the event of the Purchaser purporting to be a company, each of the persons in the presence of whom the common seal of the Purchaser purports to have been affixed (or, in the event the Contract is not signed under common seal, each person who signs on behalf of the Purchaser):
- 44.1.1 warrants that the company has been incorporated and exists at law and agrees that he or she shall be personally liable under this Contract, both jointly and severally, as if he or she been named as a Purchaser; and
- 44.1.2 guarantees (jointly and severally) the due performance of the Purchaser in relation to its obligations pursuant to the terms of this Contract in every respect as if he or she had personally entered into this Contract himself/herself.

### 45 Sale not subject to finance

- 45.1 The Purchaser agrees and acknowledges that it shall not be entitled to terminate this Contract on any ground relating to non-availability of credit or finance.

### 46 Boundary Fence

- 46.1 No objection, requisition or claim for compensation shall be made by the Purchaser if it should be found that any boundary of the property is not fenced or that any boundary fence or wall shall not be upon or within such boundary.

**47 Completion**

47.1 Where a Notice to Complete is issued, the parties agree that compliance with the time for completion of this Contract as stipulated in that Notice is an essential term of this Contract.

**48 Foreign Acquisitions and Takeovers Act 1975**

48.1 The Purchaser warrants that

48.1.1 as at the date of this Contract the Commonwealth Treasurer had not issued any order under the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* to the Purchaser or any of its directors or shareholders that would have the effect of prohibiting the Purchaser from entering in to this Contract or meeting its obligations under this Contract; and

48.1.2 the Purchaser is not a "foreign person" for the purposes of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*; and

48.1.3 the purchase of the property by the Purchaser does not require approval under the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*.

The warranties provided by this clause 48.1 shall continue after completion, termination or rescission of this Contract.

48.2 The Purchaser indemnifies the Vendor against any loss, damage, penalty, claim or costs incurred or suffered as a result of any breach of the warranties provided by the Purchaser to the Vendor. The indemnities provided by this clause 48.2 shall continue after completion, termination or rescission of this Contract.

48.3 Notwithstanding any other provision of this Contract, the Purchaser acknowledges that the Vendor intends to notify the Foreign Investment Review Board of the terms of this Contract and may provide to that Board any information that the Board may require concerning this Contract and matters related to this Contract. The Purchaser cannot make any claim or requisition in respect to the Vendor's dealings with the Foreign Investment Review Board concerning this Contract.

48.4 The Purchaser must notify the Vendor of any order given to it by the Commonwealth Treasurer under Part II of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* and provide the Vendor with a copy of each such order within 24 hours of any such order being served on the Purchaser. Time is of the essence of the Contract and to which clause 21.6 shall not apply

48.5 The Purchaser must not, without the prior written consent of the Vendor, enter into any arrangement that would entitle the Commonwealth Treasurer to issue an order to the Purchaser or any of the Purchaser's shareholders under Part II of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* to the Purchaser.

48.6 If the Purchaser has obtained all necessary approvals under the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* in respect to any arrangement subject to clause 48.5 then the Vendor can not unreasonably refuse to give its consent to the Purchaser entering in to that arrangement.

48.7 If the Purchaser has not obtained all necessary approvals under the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* in respect to any arrangement subject to clause 48.5 then the Vendor can, in its absolute discretion, refuse to give its consent to the Purchaser entering in to that arrangement.

48.8 The Vendor may terminate this Contract if the Purchaser fails to comply with its obligations under clauses 48.1, 48.2, 48.4 and 48.5.

**49 Termination**

49.1 Notwithstanding any other provision in this Contract, the Purchaser may at any time prior to the Completion date terminate this Contract by giving the Vendor written notice of such termination not less than 14 days prior to such termination.

**50 GST**

50.1 The parties acknowledge that the Contract Price of \$11,000,000.00 set out on page 1 of this Contract includes GST of \$1,000,000.00.

The parties agree to the foregoing special conditions (clauses 30 – 50.1 inclusive)

Vendor \_\_\_\_\_

Vendor's witness \_\_\_\_\_



\_\_\_\_\_  
DIRECTOR, Purchaser

\_\_\_\_\_  
Purchaser's witness

DIRECTOR  
Australian China Theme Park Pty. Ltd  
Pursuant to s127 of the Corporations  
Act 2001 (Cth).

*Section 52A, Conveyancing Act 1919*  
*Clause 4 (Schedule 1, Item 15), Conveyancing (Sale of Land) Regulation 2005*

## **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.



LPI On-Line

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Information provided through Tri-Search an approved LPI NSW Information Broker

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 3/1007500

SEARCH DATE	TIME	EDITION NO	DATE
16/11/2012	1:31 PM	3	8/9/2008

LAND

LOT 3 IN DEPOSITED PLAN 1007500  
 AT WARNERVALE  
 LOCAL GOVERNMENT AREA WYONG  
 PARISH OF MUNMORAH COUNTY OF NORTHUMBERLAND  
 PARISH OF WYONG COUNTY OF NORTHUMBERLAND  
 TITLE DIAGRAM DP1007500

FIRST SCHEDULE

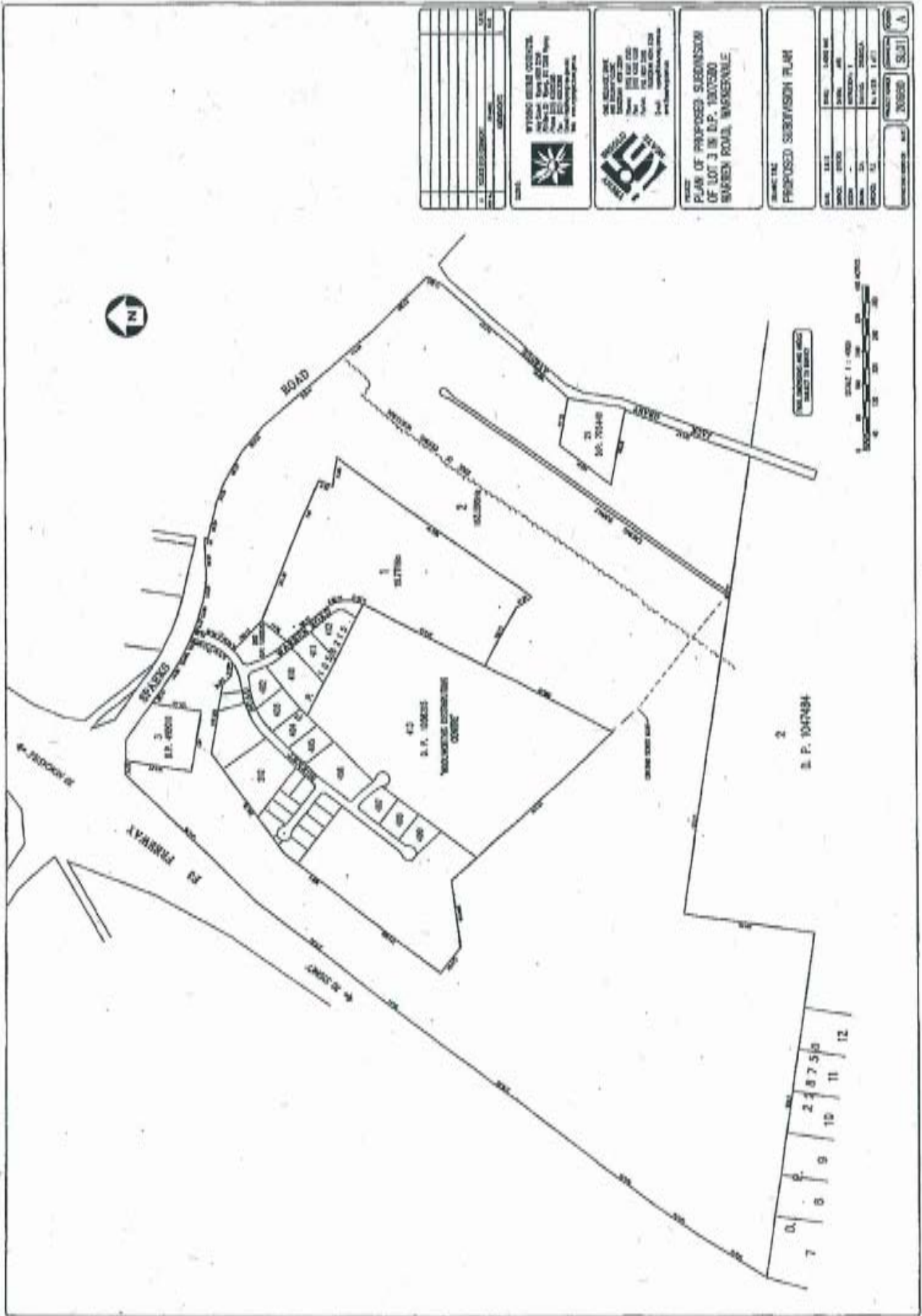
THE COUNCIL OF THE SHIRE OF WYONG

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM - SEE CROWN GRANT(S)
- 2 EXCEPTING LAND BELOW A DEPTH FROM THE SURFACE OF 15.24 METRES AFFECTING THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 3 LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT 1989) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 S607207 PIPELINE EASEMENT AFFECTING THE PART OF THE LAND WITHIN DESCRIBED SHOWN SO BURDENED IN SHEET 55 IN DP499011
- 5 E966983 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 S594481 PIPELINE EASEMENT AFFECTING PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN SHEET 51 IN DP499014
- 7 E966984 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1130374 EASEMENT FOR GAS MAIN AND ASSOCIATED APPARATUS 5 METRES WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1130374

NOTATIONS

DP1164758 NOTE: PLAN OF PROPOSED EASEMENT  
 UNREGISTERED DEALINGS: NIL



NO.	DESCRIPTION	DATE	BY

**WYNDY GIBBS CONSULTANTS**  
 100 WEST 10TH AVENUE  
 SUITE 100  
 WYNDY GIBBS CONSULTANTS  
 100 WEST 10TH AVENUE  
 SUITE 100  
 WYNDY GIBBS CONSULTANTS



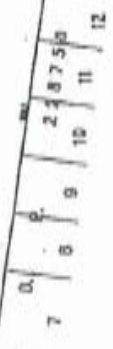
**PLAN OF PROPOSED SUBDIVISION  
 OF LOT 3 IN D.P. 1807280  
 WARREN ROAD, WAVERUNVILLE**

**PROPOSED SUBDIVISION PLAN**

NO.	DESCRIPTION	DATE	BY



2  
 S. P. 1807284





PLAN FORM 3

WARNING: CHANGING OR FOLLOWING WILL LEAD TO REJECTION

To be used in conjunction with Plan Form 2

DP1007500

Prepared by: **W. J. J. 1999**

Date: **8/14/1999**

Project: **Sparks**

Plan No: **2**

Scale: **1" = 100'**

Date: **13-10-1999**

Author: **W. J. J.**

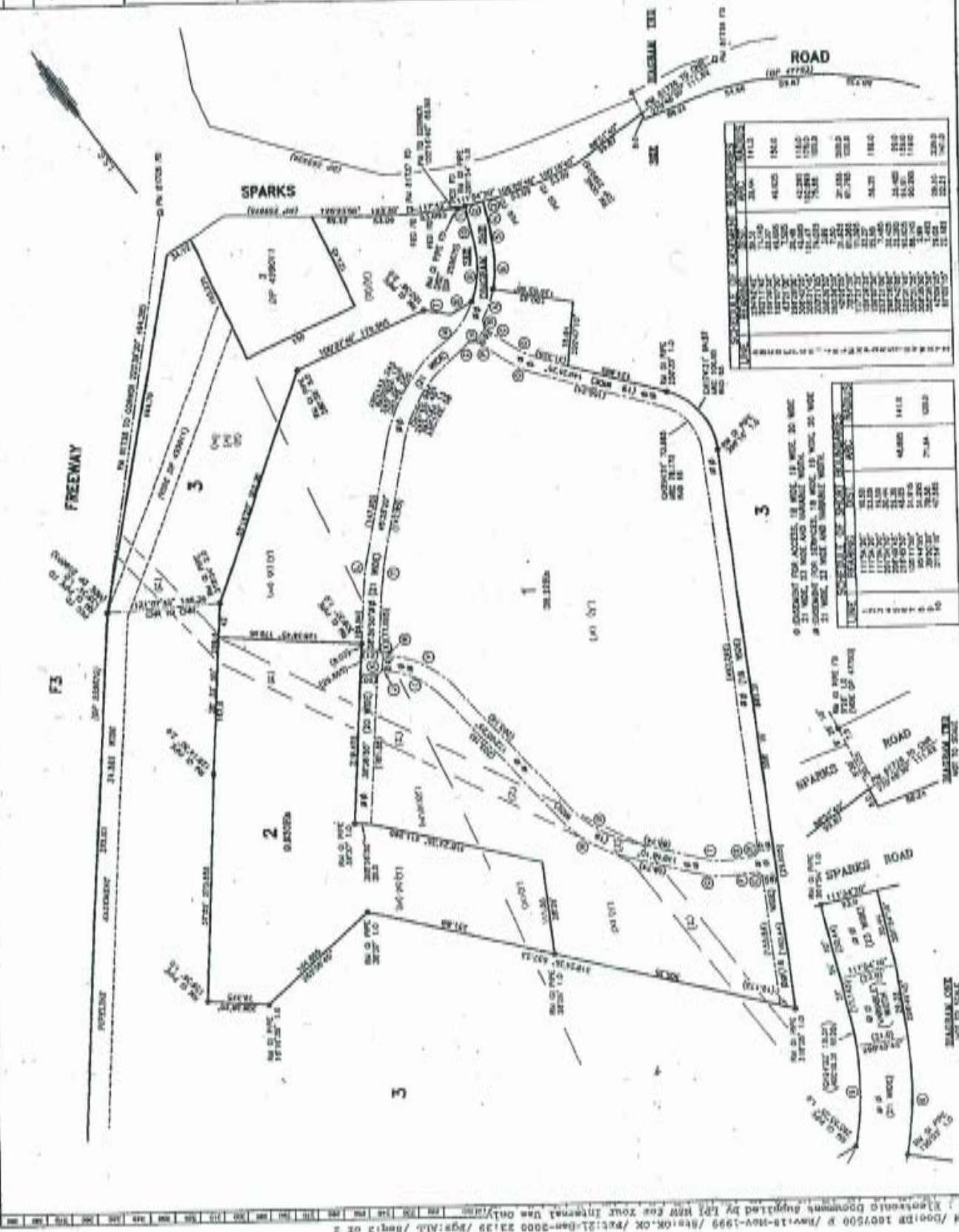


TABLE 1: SUMMARY OF PROPERTY DATA

TRACT NO.	AREA (SQ. FT.)	AREA (AC.)	PERCENTAGE OF TOTAL AREA
1	111,111	2.54	1.12
2	111,111	2.54	1.12
3	111,111	2.54	1.12
4	111,111	2.54	1.12
5	111,111	2.54	1.12
6	111,111	2.54	1.12
7	111,111	2.54	1.12
8	111,111	2.54	1.12
9	111,111	2.54	1.12
10	111,111	2.54	1.12
11	111,111	2.54	1.12
12	111,111	2.54	1.12
13	111,111	2.54	1.12
14	111,111	2.54	1.12
15	111,111	2.54	1.12
16	111,111	2.54	1.12
17	111,111	2.54	1.12
18	111,111	2.54	1.12
19	111,111	2.54	1.12
20	111,111	2.54	1.12
21	111,111	2.54	1.12
22	111,111	2.54	1.12
23	111,111	2.54	1.12
24	111,111	2.54	1.12
25	111,111	2.54	1.12
26	111,111	2.54	1.12
27	111,111	2.54	1.12
28	111,111	2.54	1.12
29	111,111	2.54	1.12
30	111,111	2.54	1.12
31	111,111	2.54	1.12
32	111,111	2.54	1.12
33	111,111	2.54	1.12
34	111,111	2.54	1.12
35	111,111	2.54	1.12
36	111,111	2.54	1.12
37	111,111	2.54	1.12
38	111,111	2.54	1.12
39	111,111	2.54	1.12
40	111,111	2.54	1.12
41	111,111	2.54	1.12
42	111,111	2.54	1.12
43	111,111	2.54	1.12
44	111,111	2.54	1.12
45	111,111	2.54	1.12
46	111,111	2.54	1.12
47	111,111	2.54	1.12
48	111,111	2.54	1.12
49	111,111	2.54	1.12
50	111,111	2.54	1.12

TABLE 2: SUMMARY OF EASEMENT DATA

TRACT NO.	EASEMENT TYPE	AREA (SQ. FT.)	AREA (AC.)	PERCENTAGE OF TOTAL AREA
1	ACCESS	111,111	2.54	1.12
2	ACCESS	111,111	2.54	1.12
3	ACCESS	111,111	2.54	1.12
4	ACCESS	111,111	2.54	1.12
5	ACCESS	111,111	2.54	1.12
6	ACCESS	111,111	2.54	1.12
7	ACCESS	111,111	2.54	1.12
8	ACCESS	111,111	2.54	1.12
9	ACCESS	111,111	2.54	1.12
10	ACCESS	111,111	2.54	1.12
11	ACCESS	111,111	2.54	1.12
12	ACCESS	111,111	2.54	1.12
13	ACCESS	111,111	2.54	1.12
14	ACCESS	111,111	2.54	1.12
15	ACCESS	111,111	2.54	1.12
16	ACCESS	111,111	2.54	1.12
17	ACCESS	111,111	2.54	1.12
18	ACCESS	111,111	2.54	1.12
19	ACCESS	111,111	2.54	1.12
20	ACCESS	111,111	2.54	1.12
21	ACCESS	111,111	2.54	1.12
22	ACCESS	111,111	2.54	1.12
23	ACCESS	111,111	2.54	1.12
24	ACCESS	111,111	2.54	1.12
25	ACCESS	111,111	2.54	1.12
26	ACCESS	111,111	2.54	1.12
27	ACCESS	111,111	2.54	1.12
28	ACCESS	111,111	2.54	1.12
29	ACCESS	111,111	2.54	1.12
30	ACCESS	111,111	2.54	1.12
31	ACCESS	111,111	2.54	1.12
32	ACCESS	111,111	2.54	1.12
33	ACCESS	111,111	2.54	1.12
34	ACCESS	111,111	2.54	1.12
35	ACCESS	111,111	2.54	1.12
36	ACCESS	111,111	2.54	1.12
37	ACCESS	111,111	2.54	1.12
38	ACCESS	111,111	2.54	1.12
39	ACCESS	111,111	2.54	1.12
40	ACCESS	111,111	2.54	1.12
41	ACCESS	111,111	2.54	1.12
42	ACCESS	111,111	2.54	1.12
43	ACCESS	111,111	2.54	1.12
44	ACCESS	111,111	2.54	1.12
45	ACCESS	111,111	2.54	1.12
46	ACCESS	111,111	2.54	1.12
47	ACCESS	111,111	2.54	1.12
48	ACCESS	111,111	2.54	1.12
49	ACCESS	111,111	2.54	1.12
50	ACCESS	111,111	2.54	1.12



INSTRUMENT SETTING OUT TERMS OF EASEMENTS  
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B CONVEYANCING ACT 1919

LENGTHS ARE IN METRES

(Sheet 1 of 3 Sheets)

DP1007500

**PART 1**

Subdivision of Part Lot 1, Part Lot 2,  
Part Lot 3 and Part Lot 4 in DP  
239691, Lots 13 and 15 in DP 255821,  
Lot 1 in DP 259075, Part Lot 24 in DP  
539361, Lot 12 in DP 605250, Lot 101  
in DP 716736, Lot 23 in DP 773449,  
Lot 2 in DP 854018 and Lot 1 in DP  
855093

Full name and address of proprietor  
of the land

Wyong Shire Council of  
16 Hely Street Wyong

1. Identity of easement  
firstly referred to in the  
abovementioned plan

Easement for access  
18 wide, 19 wide, 20 wide  
21 wide, 23 wide and variable width

Schedule of lots etc affected

Lots burdened

Authority Benefited

1

Wyong Shire Council

2. Identity of easement secondly  
referred to in the  
abovementioned plan

Easement for access  
18 wide, 19 wide, 20 wide,  
21 wide, 23 wide and variable width

Schedule of lots etc affected

Lots burdened

Lots Benefited

1

2  
3

3. Identity of easement  
thirdly referred to in  
the abovementioned plan

Easement for services  
18 wide, 19 wide, 20 wide  
21 wide, 23 wide and variable width

18

- 2 -

INSTRUMENT SETTING OUT TERMS OF EASEMENTS  
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B CONVEYANCING ACT 1919

**DP1007500**

(Sheet 2 of 3 sheets)

Schedule of lots etc effected

<u>Lots burdened</u>	<u>Name of Authority Benefited</u>
1	Wyong Shire Council

**PART 2**

1. Terms of Easement firstly referred to in the abovementioned plan

Full and free right for Wyong Shire Council, its authorised delegates, its servants, agents and contractors and every other person authorised by it, to go, pass and repass at all times and for all purposes with or without vehicles and without any restriction over the lot burdened and in particular but without limitation for the haulage of extracted materials by heavy transport from Lot 2.

2. Terms of Easement secondly referred to in the abovementioned plan

Full and free right for the registered proprietor of the lot benefited, his authorised delegates, his servants, agents and contractors and every other person authorised by him, to go, pass and repass at all times and for all purposes with or without vehicles and without any restriction over the lot burdened and in particular but without limitation for the haulage of extracted materials by heavy transport from Lot 2.

3. Terms of Easement thirdly referred to in the abovementioned plan

Full and free right for Wyong Shire Council, its authorised delegates, its servants, agents and contractors and every other person authorised by it, to provide services including the supply of water, gas, electricity, telephone, drainage and discharge of sewage, sullage and other fluid wastes through the lot burdened but only within the site of this easement.

8

- 3 -

INSTRUMENT SETTING OUT TERMS OF EASEMENTS  
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B CONVEYANCING ACT 1919

(Sheet 3 of 3 Sheets)

DP1007500

Wyong Shire Council may do anything reasonably necessary for this purpose including entering the lot burdened; taking anything on to the lot burdened and carrying out necessary work such as constructing, placing, repairing and maintaining pipes, poles, wires, cables, conduits, structures and equipment.

In exercising these powers Wyong Shire Council must ensure all work is done properly; cause as little inconvenience as practicable to the owner or any occupier for the time being of the lot burdened; cause as little damage as is practicable to the lot burdened and any improvement on it and restore the lot burdened as nearly as is practicable to its former condition.

THE COMMON  
SHIRE COUNCIL  
affixed



and attested to

*[Signature]*  
.....

*[Signature]*  
.....

*[Signature]*  
.....  
Accepted Wyong Shire Council

REGISTERED  18.11.1999





INSTRUMENT SETTING OUT TERMS OF EASEMENTS  
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B CONVEYANCING ACT 1919

LENGTHS ARE IN METRES

(Sheet 1 of 3 Sheets)

**DP1007500**

**PART 1**

Subdivision of Part Lot 1, Part Lot 2,  
Part Lot 3 and Part Lot 4 in DP  
239691, Lots 13 and 15 in DP 255821,  
Lot 1 in DP 259075, Part Lot 24 in DP  
539361, Lot 12 in DP 605250, Lot 101  
in DP 716736, Lot 23 in DP 773449,  
Lot 2 in DP 854018 and Lot 1 in DP  
855093

Full name and address of proprietor  
of the land

Wyong Shire Council of  
16 Hely Street Wyong

1. Identity of easement  
firstly referred to in the  
abovementioned plan

Easement for access  
18 wide, 19 wide, 20 wide  
21 wide, 23 wide and variable width

Schedule of lots etc affected

Lots burdened

Authority Benefitted

1

Wyong Shire Council

2. Identity of easement secondly  
referred to in the  
abovementioned plan

Easement for access  
18 wide, 19 wide, 20 wide,  
21 wide, 23 wide and variable width

Schedule of lots etc affected

Lots burdened

Lots Benefitted

1

2  
3

3. Identity of easement  
thirdly referred to in  
the abovementioned plan

Easement for services  
18 wide, 19 wide, 20 wide  
21 wide, 23 wide and variable width

18

- 2 -

INSTRUMENT SETTING OUT TERMS OF EASEMENTS  
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B CONVEYANCING ACT 1919

DP1007500

(Sheet 2 of 3 sheets)

Schedule of lots etc effected

Lots burdened

Name of Authority Benefited

1

Wyong Shire Council

**PART 2**

1. Terms of Easement firstly referred to in the abovementioned plan

Full and free right for Wyong Shire Council, its authorised delegates, its servants, agents and contractors and every other person authorised by it, to go, pass and repass at all times and for all purposes with or without vehicles and without any restriction over the lot burdened and in particular but without limitation for the haulage of extracted materials by heavy transport from Lot 2.

2. Terms of Easement secondly referred to in the abovementioned plan

Full and free right for the registered proprietor of the lot benefited, his authorised delegates, his servants, agents and contractors and every other person authorised by him, to go, pass and repass at all times and for all purposes with or without vehicles and without any restriction over the lot burdened and in particular but without limitation for the haulage of extracted materials by heavy transport from Lot 2.

3. Terms of Easement thirdly referred to in the abovementioned plan

Full and free right for Wyong Shire Council, its authorised delegates, its servants, agents and contractors and every other person authorised by it, to provide services including the supply of water, gas, electricity, telephone, drainage and discharge of sewage, sullage and other fluid wastes through the lot burdened but only within the site of this easement.

*(Handwritten mark)*

- 3 -

INSTRUMENT SETTING OUT TERMS OF EASEMENTS  
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B CONVEYANCING ACT 1919

(Sheet 3 of 3 Sheets)

**DP1007500**

Wyong Shire Council may do anything reasonably necessary for this purpose including entering the lot burdened; taking anything on to the lot burdened and carrying out necessary work such as constructing, placing, repairing and maintaining pipes, poles, wires, cables, conduits, structures and equipment.

In exercising these powers Wyong Shire Council must ensure all work is done properly: cause as little inconvenience as practicable to the owner or any occupier for the time being of the lot burdened: cause as little damage as is practicable to the lot burdened and any improvement on it and restore the lot burdened as nearly as is practicable to its former condition.

THE COMMON  
SHIRE COUNCIL  
affixed *JK*



and attested to

*[Signature]*  
.....

*[Signature]*  
.....

*[Signature]*  
.....  
Accepted Wyong Shire Council

REGISTERED  *JK* 19.11.1999



AP  
 19/6/81  
 M.P.D.

6.00



5607207

OFFICE USE ONLY

AP P / 1 of 1 - M.P.D.  
21

APPLICATION  
 IN PURSUANCE TO  
 SECTION 46C REAL PROPERTY ACT, 1900.

DESCRIPTION  
 OF LAND

Torrens Title Reference	If part only, delete WHOLE and give details	Parish	County	Sheet No. of Plan
	WHOLE			
VOL. 10308 FOL 227	Part	Pitt Town	Cumberland	15
VOL. 3010 FOL 21	Part	Tuggarah	Northumberland	52
VOL. 3396 FOL 87	Part	Munmorah	Northumberland	53
VOL. 2064 FOL 10	Part	Tuggarah	Northumberland	52
VOL. 2220 FOL 32	Part	Tuggarah	Northumberland	52
VOL. 13765 FOL 210	Part	Munmorah	Northumberland	53
VOL. 11012 FOL 102	Part	Wyong	Northumberland	53

19/6/81  
 M.P.D.

OFFICE USE ONLY  
 N NIL

APPLICANT

LAWRENCE LACHLAN BANKS Secretary for the time being of  
 THE AUSTRALIAN GAS LIGHT COMPANY

OFFICE USE ONLY  
 J. M. 310  
 401  
 19/6/81

(hereinafter referred to as the applicant) in consequence of the License granted to me under Section 14 of the Pipelines Act, 1987, hereby request the Registrar General to give effect to the vesting of the easements notified in Government Gazette No. 153 of 16 November, 1979 (folio 5733) a true copy of which is annexed hereto, and make all recordings in the Register so far as it relates to the land shown in Deposited Plan 499011 which is comprised in the Certificates of Title related to above and on Sheet 2 of the Schedule annexed.

DATE OF APPLICATION 19/6/81

I hereby certify this application to be correct for the purposes of the Real Property Act, 1900.

EXECUTION

Signed in my presence by the applicant who is personally known to me

*Janeice Cave*  
 Signature of Witness

JANEICE CAVE  
 Name of Witness (Block letters)

SECRETARY  
 6139 ALBERT ST.  
 MORGANBY  
 Address and Occupation of Witness

*J. M. Banks*  
 Signature of Applicant  
 Mr Banks

TO BE COMPLETED  
 BY LODGING PARTY

LODGED BY WILLIAMS BROTHERS - CMPS ENGINEERS B.O. Box 369, Chatswood, N.S.W. 2067 Phone 4129555. Delivery Box Number		LOCATION OF DOCUMENTS CT OTHER Herewith In R.G.O. with Produced by
Extra Fee \$ 30.15	Checked by [Signature]	REGISTERED 03-10-1981 [Signature] Registrar General

OFFICE USE ONLY

Sent with original  
 [Signature]

This is the annexure referred to as sheet 2 in application by Lawrence Lachlan Banks

dated the 19<sup>th</sup> day of June 1987

The above is a copy of the original plan as shown in the office of the Registrar of Land.

Torrens Title Reference	If Part Only, Delete Whole and Give Details	Parish	County	Sheet No of Plan
	WHOLE			
VOL.9359 FOL.89	Part	Wyong and Munmorah	Northumberland	54/55
VOL.9425 FOL.158	Part	Munmorah	Northumberland	55
VOL.9425 FOL.159	Part	Munmorah	Northumberland	55
VOL.11014 FOL.68	Whole	Munmorah	Northumberland	56
(Formerly part of VOL.11343 FOL.224)	Part			
VOL.10446 FOL.112	Part	Tuggarah	Northumberland	52

*[Handwritten Signature]*

*[Handwritten Signature]*