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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Ray White Erskineville 77-79 Erskineville Road, Erskineville, NSW 2043	Phone: 02 8644 8888 Fax: 02 8644 8899 Email: shaun.stoker@raywhite.com
co-agent		
vendor	Chen Chen and Oliver Slocombe Hulett 71 Metropolitan Road, Enmore, NSW 2042 Australia	
vendor's solicitor	L'Orient Legal Suite 604, Level 6 265 Castlereagh Street, Sydney NSW 2000	Phone: 02 9267 3885 Email: daniel.shan@lorientlegal.com.au Fax: 02 9267 3889 Ref: DS:15156
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	71 Metropolitan Road, Enmore, New South Wales 2042 Registered Plan: Lot 76 Section 2 Plan DP 1166 Folio Identifier 76/2/1166	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other:
exclusions	
purchaser	Christopher Dumigan & Tharindu Gayangi Mudalige 21 Kent Street, Newtown
purchaser's solicitor	Lawlab Pty Limited e: conveyancing@lawlab.com.au Ph:1800 529 522 PO BOX 47 Nyngan NSW 2825
price	\$ 1,850,000
deposit	\$ 185,000 (10% of the price, unless otherwise stated)
balance	\$ 1,665,000
contract date	08-Sep-23 (if not stated, the date this contract was made)

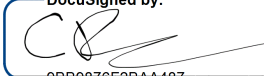
Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify:

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

buyer's agent

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

SIGNING PAGE

<div><div>VENDOR</div><div><div>Signed by</div><div><div>DocuSigned by:</div><div><div>Chen Chen</div><div>9A1660B21D214F2...</div></div></div><div>Vendor</div></div><div><div>DocuSigned by:</div><div><div>Oliver Slocombe Hulett</div><div>0CE955CB4816444...</div></div></div><div>Vendor</div></div>	<div><div>PURCHASER</div><div><div>Signed by</div><div><div>DocuSigned by:</div><div><div></div><div>9BB9870F2BAA467...</div></div></div><div>Purchaser</div></div><div><div>DocuSigned by:</div><div><div>Tharindu Gayangi Mudalige</div><div>1E881C4E4C55472...</div></div></div><div>Purchaser</div></div>
<div><div>VENDOR (COMPANY)</div><div><div>Signed by _____</div><div>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</div><div><div>_____ Signature of authorised person</div><div>_____ Signature of authorised person</div><div>_____ Name of authorised person</div><div>_____ Name of authorised person</div><div>_____ Office held</div><div>_____ Office held</div></div></div></div>	<div><div>PURCHASER (COMPANY)</div><div><div>Signed by _____</div><div>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</div><div><div>_____ Signature of authorised person</div><div>_____ Signature of authorised person</div><div>_____ Name of authorised person</div><div>_____ Name of authorised person</div><div>_____ Office held</div><div>_____ Office held</div></div></div></div>

ChoicesVendor agrees to accept a **deposit-bond**☒ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4):

PEXA

Manual transaction (clause 30)☒ NO ☐ yes

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

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable☒ NO ☐ yes**GST:** Taxable supply☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate):Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

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