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Contract for the sale and purchase of land 2022 edition

IERIVI	WEANING OF TERM		NSW	DAN:	
vendor's agent	Century 21 All Aspects Realty Rouse Hill Rouse Hill Town Centre, Shop GR053, Civic Way, Rouse Hill NSW 2155 Email: sszymon@century21.com.au		Phone: Fax: Ref:	9629 9955 9629 9755 Sasha Szymon	
vendor	David Glen O'Connor and Amity Louise O'Connor 7 Empress Avenue, Rouse Hill NSW 2155				
vendor's solicitor	Carmalt Conveyancing 9 Highgate Circuit, North Kellyville NSW 2155 Email: vanessa@carmaltconveyancing.com.au			Phone: Ref:	02 8814 6400 VC:23/00859
date for completion	10 weeks after the contract date (clause 15)				
land (address, plan details and title reference)	7 Empress Avenue, Rouse Hill NSW 2155 Lot 1705 in Deposited Plan 1029934 Folio Identifier 1705/1029934				
improvements	☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space☐ none ☐ other: Pool				
attached copies	☑ documents in the List of Documents as marked or as numbered:☐ other documents:				
A real estate agen	nt is permitted by legis	alation to fill up the iter	ns in this box in a sa	le of resi	idential property.
inclusions	air conditioning	oxtimes clothes line		igs 🖂 r	ange hood
	blinds	□ curtains		\boxtimes s	solar panels
		⊠ dishwasher		\boxtimes s	stove
	□ ceiling fans	☐ EV charger	□ pool equipment		ΓV antenna
	other:				
exclusions					
purchaser					
purchaser's solicitor					
price	\$				
deposit	\$		(10% of the price, un	less othe	erwise stated)
balance	\$				
contract date			(if not stated, the o	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

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

Choices

Vendor agrees to accept a <i>deposit-bond</i> Nominated <i>Electronic Lodgement Network (ELN)</i> (clau	⊠ NO □ yes					
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 goin						
,,,,						
 □ 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) 						
D 1 00TDW						
Purchaser must make an <i>GSTRW payment</i> (GST residential withholding payment)	⋈ NO					
C	f the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.					
GSTRW payment (GST residenti	al withholding payment) – details					
Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.						
Supplier's name:						
Supplier's ABN:						
Supplier's GST branch number (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 de	tails for each supplier.					
Amount purchaser must pay – price multiplied by the GS7	TRW rate (residential withholding rate): \$					
Amount must be paid: \Box AT COMPLETION \Box at another	er time (specify):					
Is any of the consideration not expressed as an amount in	n money? □ NO □ yes					
If "yes", the GST inclusive market value of the non-	monetary consideration: \$					
Other details (including those required by regulation or the ATO forms):						

List of Documents

General		Strata or community title (clause 23 of the contract)		
⊠ 1	property certificate for the land	☐ 33 property certificate for strata common property		
⊠ 2	plan of the land	☐ 34 plan creating strata common property		
□ 3	unregistered plan of the land	☐ 35 strata by-laws		
□ 4	plan of land to be subdivided	☐ 36 strata development contract or statement		
☐ 5 document to be lodged with a relevant plan		☐ 37 strata management statement		
⊠ 6 section 10.7(2) planning certificate under		☐ 38 strata renewal proposal		
	Environmental Planning and Assessment Act	☐ 39 strata renewal plan		
	1979	☐ 40 leasehold strata - lease of lot and common		
	additional information included in that certificate under section 10.7(5)	property		
	sewerage infrastructure location diagram	☐ 41 property certificate for neighbourhood property		
	(service location diagram)	☐ 42 plan creating neighbourhood property		
⊠ 9 s	sewer lines location diagram (sewerage service	☐ 43 neighbourhood development contract		
(diagram)	☐ 44 neighbourhood management statement		
	document that created or may have created an	☐ 45 property certificate for precinct property		
	easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	☐ 46 plan creating precinct property		
-	planning agreement	☐ 47 precinct development contract		
	section 88G certificate (positive covenant)	☐ 48 precinct management statement		
	survey report	☐ 49 property certificate for community property		
	building information certificate or building	☐ 50 plan creating community property		
	certificate given under legislation	☐ 51 community development contract		
□ 15	occupation certificate	☐ 52 community management statement		
	lease (with every relevant memorandum or	☐ 53 document disclosing a change of by-laws		
	variation) other document relevant to tenancies	 54 document disclosing a change in a development or management contract or statement 		
		☐ 55 document disclosing a change in boundaries		
□ 18 licence benefiting the land□ 19 old system document		\square 56 information certificate under Strata Schemes		
	Crown purchase statement of account	Management Act 2015		
	building management statement	 57 information certificate under Community Land Management Act 2021 		
	form of requisitions	□ 58 disclosure statement - off-the-plan contract		
⊠ 23	clearance certificate	☐ 59 other document relevant to off-the-plan contract		
⊠ 24	land tax certificate	Other		
Home	Building Act 1989	□ 60		
□ 25	insurance certificate			
□ 26	brochure or warning			
□ 27	evidence of alternative indemnity cover			
Swimming Pools Act 1992				
☐ 28 certificate of compliance				
⊠ 30	relevant occupation certificate			
□ 31	certificate of non-compliance			
□ 32 (detailed reasons of non-compliance			

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