



## Choices

vendor agrees to accept a **deposit-bond** (clause 3)  
**proposed electronic transaction** (clause 30)

NO  yes  
 NO  yes

## 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)

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

N/A

## List of Documents

## General

- 1 property certificate for the land  
 2 plan of the land  
 3 unregistered plan of the land  
 4 plan of land to be subdivided  
 5 document that is to be lodged with a relevant plan  
 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)  
 7 section 149(5) information included in that certificate  
 8 sewerage infrastructure location diagram (service location diagram)  
 9 sewer lines location diagram (sewerage service diagram)  
 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract  
 11 section 88G certificate (positive covenant)  
 12 survey report  
 13 building certificate given under *legislation*  
 14 insurance certificate (Home Building Act 1989)  
 15 brochure or warning (Home Building Act 1989)  
 16 lease (with every relevant memorandum or variation)  
 17 other document relevant to tenancies  
 18 old system document  
 19 Crown purchase statement of account  
 20 building management statement  
 21 form of requisitions  
 22 *clearance certificate*  
 23 land tax certificate

## Swimming Pools Act 1992

- 24 certificate of compliance  
 25 evidence of registration  
 26 relevant occupation certificate  
 27 certificate of non-compliance  
 28 detailed reasons for non-compliance

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

- 29 property certificate for strata common property  
 30 plan creating strata common property  
 31 strata by-laws  
 32 strata development contract or statement  
 33 strata management statement  
 34 leasehold strata - lease of lot and common property  
 35 property certificate for neighbourhood property  
 36 plan creating neighbourhood property  
 37 neighbourhood development contract  
 38 neighbourhood management statement  
 39 property certificate for precinct property  
 40 plan creating precinct property  
 41 precinct development contract  
 42 precinct management statement  
 43 property certificate for community property  
 44 plan creating community property  
 45 community development contract  
 46 community management statement  
 47 document disclosing a change of by-laws  
 48 document disclosing a change in a development or management contract or statement  
 49 document disclosing a change in boundaries  
 50 information certificate under Strata Schemes Management Act 2015  
 51 information certificate under Community Land Management Act 1986

## Other

- 52 Statutory Declaration change of name with marriage

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—SWIMMING POOLS**

An owner of a 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.

### 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.

### 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 Model and Guidelines).

### AUCTIONS

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

**WARNINGS**

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

Australian Taxation Office  
 Council  
 County Council  
 Department of Planning and Environment  
 Department of Primary Industries  
 East Australian Pipeline Limited  
 Electricity and gas authority  
 Land & Housing Corporation  
 Local Land Services  
 NSW Department of Education

NSW Fair Trading  
 NSW Public Works  
 Office of Environment and Heritage  
 Owner of adjoining land  
 Privacy  
 Roads and Maritime Services  
 Subsidence Advisory NSW  
 Telecommunications authority  
 Transport for NSW  
 Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

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>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>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>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a <i>notice served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

## 2 Deposit and other payments before completion

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

**3 Deposit-bond**

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
  - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
  - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
  - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
  - 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
  - 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

**4 Transfer**

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
  - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 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.

**5 Requisitions**

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

**6 Error or misdescription**

- 6.1 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 *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
  - 7.1.2 the vendor *serves* notice of intention to *rescind*; and

- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.
- 8 Vendor's rights and obligations**
- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*, or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or



- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the GST rate.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 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 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 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 a *party* 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* –
- 16.7.1 the price less any:

- deposit paid;
  - *remittance amount* payable; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by 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 prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* 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, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 and 2) 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 clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change' in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract;
  - or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is 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.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice 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 an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 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. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) 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 under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

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

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and

- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the 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 date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
  - every *party* who has the benefit of the provision serving notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*; and
- 30.1.2 the purchaser serves a notice that it is an *electronic transaction* *within 14 days* of the contract date.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* serves a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- associated with the agreement under clause 30.1; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after receipt of the purchaser's notice under clause 30.1.2; and
  - before the receipt of a notice given under clause 30.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of receipt of the notice under clause 30.1.2 –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –



- 30.6.1 *populate the Electronic Workspace with title data;*  
 30.6.2 *create and populate an electronic transfer;*  
 30.6.3 *populate the Electronic Workspace with the date for completion and a nominated completion time; and*  
 30.6.4 *invite the vendor and any incoming mortgagee to join the Electronic Workspace.*
- 30.7 *Normally, within 7 days of receiving an invitation from the vendor to join the Electronic Workspace, the purchaser must –*  
 30.7.1 *join the Electronic Workspace;*  
 30.7.2 *create and populate an electronic transfer;*  
 30.7.3 *invite any incoming mortgagee to join the Electronic Workspace; and*  
 30.7.4 *populate the Electronic Workspace with a nominated completion time.*
- 30.8 *If the purchaser has created the Electronic Workspace the vendor must within 7 days of being invited to the Electronic Workspace –*  
 30.8.1 *join the Electronic Workspace;*  
 30.8.2 *populate the Electronic Workspace with mortgagee details, if applicable, and*  
 30.8.3 *invite any discharging mortgagee to join the Electronic Workspace.*
- 30.9 *To complete the financial settlement schedule in the Electronic Workspace –*  
 30.9.1 *the purchaser must provide the vendor with adjustment figures at least 2 business days before the date for completion; and*  
 30.9.2 *the vendor must populate the Electronic Workspace with payment details at least 1 business day before the date for completion.*
- 30.10 *At least 1 business day before the date for completion, the parties must ensure that –*  
 30.10.1 *all electronic documents which a party must Digitally Sign to complete the electronic transaction are populated and Digitally Signed;*  
 30.10.2 *all certifications required by the ECNL are properly given; and*  
 30.10.3 *they do everything else in the Electronic Workspace which that party must do to enable the electronic transaction to proceed to completion.*
- 30.11 *If completion takes place in the Electronic Workspace –*  
 30.11.1 *payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single settlement cheque;*  
 30.11.2 *the completion address in clause 16.11 is the Electronic Workspace; and*  
 30.11.3 *clauses 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.*
- 30.12 *If the computer systems of any of the Land Registry, the ELNO or the Reserve Bank of Australia are inoperative for any reason at the completion time agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.*
- 30.13 *If the Electronic Workspace allows the parties to choose whether financial settlement is to occur despite the computer systems of the Land Registry being inoperative for any reason at the completion time agreed by the parties –*  
 30.13.1 *normally, the parties must choose that financial settlement not occur; however*  
 30.13.2 *if both parties choose that financial settlement is to occur despite such failure and financial settlement occurs –*  
  - *all electronic documents Digitally Signed by the vendor, the certificate of title and any discharge of mortgage, withdrawal of caveat or other electronic document forming part of the Lodgment Case for the Electronic transaction shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the certificate of title; and*
  - *the vendor shall be taken to have no legal or equitable interest in the property.*
- 30.14 *A party who holds a certificate of title must act in accordance with any Prescribed Requirement in relation to the certificate of title but if there is no Prescribed Requirement, the vendor must serve the certificate of title after completion.*
- 30.15 *If the parties do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the Electronic Workspace, the party required to deliver the documents or things –*  
 30.15.1 *holds them on completion in escrow for the benefit of; and*  
 30.15.2 *must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.*
- 30.16 *In this clause 30, these terms (in any form) mean –*
- |                             |   |
|-----------------------------|---|
| <i>adjustment figures</i>   | <i>details of the adjustments to be made to the price under clause 14;</i>  |
| <i>certificate of title</i> | <i>the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;</i> |
| <i>completion time</i>      | <i>the time of day on the date for completion when the electronic transaction is to be settled;</i>   |

<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

## **SPECIAL CONDITIONS**

**These are the special conditions to the Contract for the sale of land**

**BETWEEN Brooke Ann Bow and Lucas Miles Bow (Vendor)**  
**AND (Purchaser)**

### **1. Electronic communication**

---

In addition to the provisions contained in Clause 20.6 hereof, a notice or document shall be sufficiently served for the purpose of this Agreement if the notice or document is sent by facsimile transmission ("fax") or electronic mail ("email") and in any such case shall be deemed to be duly given or made when the fax or email has been completed or sent except where:

- (a) The sender's machine or device indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete fax or email in which case the fax or email shall be deemed not to have been given or made, or
- (b) The time of dispatch is not before 5:00 pm (Sydney time) on the day on which business is generally carried on in the place to which such notices is sent, in which case the notice shall be deemed to have been received at the commencement of business on the next such day in that place.

### **2. Notice to complete**

---

In the event of either party failing to complete this Contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within fourteen (14) days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this Contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this Contract.

If the Purchaser does not complete this Contract by the completion date and, at that date the Vendor is ready, willing and able to complete and the Vendor issues at notice to complete, the sum of three hundred and thirty dollars (\$330.00) (inclusive of GST) to cover legal costs and disbursements incurred by the Vendor's conveyancer in drafting and serving a notice to complete is to be allowed by the Purchaser as an additional adjustment on completion and it is an essential term of this Contract that such payment is so paid.

### **3. Notice to Perform**

---

Should an event arise entitling either party to issue at Notice to Perform upon the other, then the parties agree that the period of seven (7) days from the service of such a Notice making time of the essence shall be a proper and reasonable time.

### **4. Death or incapacity**

---

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this Contract by notice in writing forwarded to the other party

and thereupon this Contract shall be at an end and -the provisions of Clause 19 hereof shall apply.

**5. Work Order**

---

If a work order (other than an upgrading or demolition order as defined in the Conveyancing (Sale of Land) Regulation 2010) ("the work order") issues after the date of this Contract and the Vendor does not, within seven (7) days of notification to the Vendor of the work order, give the Purchaser notice that the Vendor is willing to comply with the work order, then the Purchaser may rescind this Contract.

Either party who receives notification of the work order will within seven (7) days of such receipt forward a copy of the work order, or otherwise provide full particulars of the work order, to the other party.

If the Vendor gives notice to the Purchaser pursuant to this special condition Clause, the Vendor will fully comply with the work order prior to completion.

**6. Investment of Deposit unless TFNs Provided**

---

The parties acknowledge that the depositor shall not be required to invest the deposit pursuant to Clause 2.9 unless both the Vendor and Purchaser advise the depositor in writing of the requirement for the investment of the deposit and of their respective tax file numbers. The parties acknowledge that they are aware that the depositor is not responsible for finding the highest rate of interest payable on the investment of the deposit.

**7. Exclusion of Pre-Contractual Representations**

---

7.1 This Contract constitutes the entire agreement between the Vendor and the Purchaser relating to the sale of the property.

The parties have not entered into and are not bound by any collateral or other agreement, apart from this Contract.

The parties are not bound by any warranty, representation, collateral agreement or implied term under the general law or imposed by legislation unless:

- (a) Such warranty, representation, agreement or term is contained in the express terms of this Contract; or
- (b) It is an implied term or warranty imposed by statute which is mandatory and cannot be excluded by the parties' agreement.

7.2 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 (including by any estate agent acting on behalf of the Vendor):

- (a) The inspection of and investigations relating to the land made by or on behalf of the Purchaser;
- (b) The warranties and representations expressly contained in this Contract;
- (c) The skill and judgment of the Purchaser, its consultants and representatives; and

- (d) Opinions or advice obtained by the Purchaser independently of the Vendor or the Vendor's agents or employees.

**8. Fittings and Inclusions**

---

The Purchaser acknowledges that the subject of this sale is land and fixtures only and does not include any chattels unless specifically noted in this Contract. In particular, the parties agree that all fixtures, fittings and other items that belong to the Vendor (and/or tenants if applicable) are expressly excluded from the property which is the subject of this Contract.

To the extent that this sale includes any fittings and inclusions the Vendor does not warrant the state of repair or condition of any fittings and inclusions nor does it warrant that they are in working order. The fittings and inclusions are sold on a 'walk in, walk out' basis and must be accepted by the Purchaser as they stand and with all defects and defaults as at completion.

Pending completion, the Vendor will be entitled to use and operate the fittings and inclusions.

The Purchaser agrees that the Vendor is not liable for and releases the Vendor from liability or loss arising from, and costs, charges and expenses incurred in connection with damage to, mechanical breakdown of, or fair wear and tear to any fittings and inclusions included in the sale which occurs after the date of this Contract.

**9. Purchaser acknowledgements**

---

The Purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The Purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this special condition Clause.

**10. Late completion**

---

In the event that completion is not effected on the nominated day due to the Purchaser's default, the Purchaser shall pay to the Vendor on completion, in addition to the balance of the purchase price, ten per centum (10%) interest per annum calculated daily on the balance of the purchase price from the date nominated for

completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the Purchaser is ready, willing and able to complete and the Vendor is not.

**11. Claims**

---

Notwithstanding the provisions of Clauses 6 and 7, the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of Clauses 7 and 8 entitling the Vendor to rescind this Contract.

The Purchaser further acknowledges the wording, 'on reasonable grounds' has been deleted from standard provision of this Contract.

**12. Agent**

---

The Purchaser warrants that they were not introduced to the Vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the Vendors agent, if any, referred to in this Contract, and the Purchaser agrees that they will at all times indemnify and keep indemnified the Vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the Purchasers breach of this warranty, and it is hereby agreed and declared that this special condition Clause shall not merge in the transfer upon completion, or be extinguished by completion of this Contract, and shall continue in full force, and effect, notwithstanding completion.

**13. Smoke detectors**

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The property has smoke detectors installed.

**14. Swimming pool**

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There is no pool.

**15. Deposit bond**

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- (a) The word bond means the deposit bond issued to the Vendor at the request of the Purchaser by the bond provider.
- (b) Subject to the following special condition Clauses the delivery of the bond on exchange to the person nominated in this Contract to hold the deposit or the Vendor's solicitor will be deemed to be payment of the deposit in accordance with this Contract.
- (c) The Purchaser must pay the amount stipulated in the bond to the Vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the Vendor.
- (d) If the Vendor serves on the Purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the Purchaser must immediately pay the deposit

or so much of the deposit as has not been paid to the person nominated in this Contract to hold the deposit.

**16. Deposit payable during cooling off period**

---

If a cooling off period applies to this Contract, the Purchaser may pay the deposit holder in two (2) instalments as follows:

- (a) On or before the date of this Contract 0.25% of the agreed purchase price; and
- (b) In the event of the Purchaser proceeding with the purchase on or before 5.00 pm on the fifth business day after the date of this Contract a further 9.75% of the agreed purchase price.

Payment of the deposit shall be essential in this respect.

**17. Release of Deposit**

---

The deposit referred to herein shall be released if required for the Vendor's use as a deposit on their purchase providing such deposit shall only be paid to the trust account of a Licensed Agent, Solicitor or Licensed Conveyancer providing that such deposit shall not be further released without the Purchaser's expressed consent.

**18. Mine Subsidence**

---

Notwithstanding anything to the contrary herein expressed or implied, if at any time prior to completion the Purchaser obtains from the Mine Subsidence Board a written communication substantially to the effect that the owner of the improvements erected on the property is not entitled to claim compensation in respect of any damage to the land and / or improvements arising from subsidence then the Purchaser may be notice in writing to the Vendor rescind this agreement whereupon the provisions of Clauses 19 hereof shall apply.

**19. Abstracts of Title / Old System Documents**

---

The Vendor is not obliged to provide abstracts of title or old system documents that are not in the control or possession of the Vendor.

**20. Requisitions on Title**

---

The Purchaser agrees that the only form of general Requisitions on Title the Purchaser may make pursuant to Clause 5 shall be in the form of Requisitions on Title annexed hereto.

**21. Completion subject to finance**

---

21.1 It is a condition of this Contract that the Purchaser shall obtain approval in writing of finance for the purchase of the property in accordance with this special condition Clause and Schedule.

---

21.2 The Purchaser shall promptly at the Purchaser's expense:

- (a) Apply for finance in accordance with the Schedule;
- (b) make and pursue the finance application, pay all fees, supply all particulars, certificates and valuation and do all other things as may be reasonably be required for the purpose of the application;
- (c) Inform the Vendor regarding the progress of the finance application whenever reasonably requested to do so by or on behalf of the Vendor;
- (d) Notify the Vendor in writing after receipt of written approval or refusal from the lender.

21.3 This special condition Clause is for the benefit of the Purchaser who may, prior to rescission of this Contract, waive the benefit thereof.

21.4 If without default on the part of the Purchaser the finance approval in writing has not been obtained in accordance with this special condition Clause within the time limited in the Schedule either party shall be entitled by notice served upon the other to rescind this Contract provided that if the Purchaser has obtained the finance approval in writing prior to service of such notice of rescission by either party, neither party shall thereafter be entitled to rescind this Contract for want of such approval.

21.5 Upon rescission pursuant to this special condition Clause the provisions of Clause 19 shall apply except that the Vendor shall be entitled to the sum equivalent to 0.25% of the Purchase Price (which may at the option of the Vendor be paid from the deposit) towards the Vendor's legal costs and disbursements.

### SCHEDULE

**LENDER:**

**AMOUNT OF LOAN:**

**SECURITY:** Registered first mortgage over the land described in the Term as "land".

**NUMBER OF DAYS AFTER THE MAKING OF THIS CONTRACT FOR OBTAINING WRITTEN APPROVAL OF FINANCE IS:** 10 calendar days.

## **22. Amendments to printed form of Contract**

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22.1 Clause 7.1.1 is amended by deleting the words, "5% of the price" and inserting "\$1" in their place.

22.2 Clause 7.1.3 is amended by replacing 14 with 7.

22.3 Clause 7.2.1 is amended by replacing 10% with 5%.

22.4 Clause 14.4.2 is deleted.

22.5 In Clause 16.5 delete the words "plus another 20% of that fee".

22.6 Clause 16.8 is deleted.

22.7 Clause 24.3.3 is deleted.

22.8 Clause 29 is deleted.



**23. Transfer**

---

In the event that the Transfer is not delivered to the Vendor's licensed conveyancer on or before seven (7) days prior to the completion date, the Vendor shall be entitled to, but is not required to, prepare the Transfer in readiness for completion and the Purchaser shall pay to the Vendor the sum of \$150.00 (plus GST if applicable) at settlement to cover the legal costs of preparing the Transfer.

**24. Guarantee for corporate Purchaser**

---

24.1 In the event that the Purchaser is a Company, it is an essential condition of this Contract that all Directors of the Purchaser execute the Guarantee in this special condition Clause.

24.2 In consideration of the Vendor Contracting with the corporate Purchaser, \_\_\_\_\_ and \_\_\_\_\_ ("the guarantors") as evidenced by the Guarantors' execution hereof, hereby guarantee the performance by the Purchaser of all of the Purchaser's obligations under the Contract and indemnify the Vendor against any cost or loss whatsoever arising as a result of the default by the Purchaser in performing its obligations under this Contract for whatever reason. The Vendor may seek to recover any loss from the Guarantor before seeking recovery from the Purchaser and any settlement or compromise with the Purchaser will not release the Guarantors from the obligation to pay any balance that may be owing to the Vendor. This Guarantee is binding on the Guarantors, their Executors, Administrators and Assigns and the benefit of the Guarantee is available to any Assignee of the benefit of this Contract by the Vendor.

SIGNED by \_\_\_\_\_ )

The Guarantor(s) in the presence of: \_\_\_\_\_ )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

**25. Conditions by sale by Auction**

---

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

Bidders record means the bidders record to be kept pursuant to Clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002:

25.1 The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:

- (a) The Vendor's reserve price must be given in writing to the auctioneer before the auction commences;
- (b) A bid for the Vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the Vendor;
- (c) The highest bidder is the Purchaser, subject to any reserve price;
- (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
- (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the Vendor;
- (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
- (g) A bid cannot be made or accepted after the fall of the hammer;
- (h) As soon as practicable after the fall of the hammer the Purchaser is to sign the agreement (if any) for sale.

25.2 The following conditions, in addition to those prescribed by special condition subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

- (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
- (b) Subject to special condition subclause 3, the auctioneer may make only one Vendor bid at an auction for the sale of residential property or rural land and no other Vendor bid may be made by the auctioneer or any other person; and
- (c) Immediately before making a Vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'Vendor bid'.

25.3 The following conditions, in addition to those prescribed by special condition subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

- (a) More than one Vendor bid may be made to purchase interest of a co-owner;
- (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;

- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
- (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

**26. Deposit**

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26.1 The Deposit payable pursuant to Clause 2 of this Contract is 10% of the Purchase Price.

26.2 The Vendor agrees to accept from the Purchaser upon entry into this contract payment of the deposit in instalments as follows:

- (a) The sum of \$\_\_\_\_\_ on the date of exchange hereof; and
- (b) the sum of \$\_\_\_\_\_ on the earlier of the date of completion or termination by the vendor pursuant to Clause 9 of the Contract and in this respect time is of the essence.

**27. Aboriginal claims**

---

In the event that the property is subject to a claim under the Aboriginal Land Rights Act 1983 not disclosed herein or prior to completion a claim is made then either party may rescind this contract whereupon the provisions of clause 19 hereof shall apply.

**28. Contamination**

---

- (a) The purchaser accepts the property in its present condition and state of repair and latent or patent defects including any contamination by any hazardous substances.
- (b) The purchaser will make no objection, requisition or claim for compensation nor have any right of rescission or termination arising from the existence of any contaminants in or on the property.

**29. Solar panels**

---

The purchaser acknowledges that if there are solar panels installed on the roof of the dwelling constructed on the property hereby sold, and the parties agree as follows:

- (a) Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchaser;
- (b) The purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels

and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and

- (c) The vendor make no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

**30. Electronic Settlement**

---

- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
- (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.
- (c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.
- (d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
- (e) Settlement takes place when the financial settlement takes place.
- (f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- (g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
- (h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

**31. Vendor Disclosure Documents**

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The purchaser acknowledges the Hunter Water Corporation Service Location Plan attached to the contract and, that a further sewer lines location diagram is not available from Hunter Water Corporation for attachment to the contract.

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

### Possession and tenancies

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

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

### Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
  - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979 (NSW)* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?

- (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

#### **Affectations**

20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
  - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
  - (e) any realignment or proposed realignment of any road adjoining the Property?
  - (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - (b) If so, do any of the connections for such services pass through any adjoining land?
  - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

#### **Capacity**

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

#### **Requisitions and transfer**

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
28. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



LAND  
REGISTRY SERVICES  
**Title Search**



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

-----

FOLIO: 15/790843

-----

SEARCH DATE	TIME	EDITION NO	DATE
24/4/2018	4:43 PM	8	15/12/2009

LAND

-----

LOT 15 IN DEPOSITED PLAN 790843  
AT CARDIFF  
LOCAL GOVERNMENT AREA LAKE MACQUARIE  
PARISH OF KAHIBAH COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM DP790843

FIRST SCHEDULE

-----

BROOKE ANN MAJORIBANKS (T AF195209)

SECOND SCHEDULE (4 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 F451827 EASEMENT TO LET DOWN THE SURFACE IN THE ORDINARY  
COURSE OF MINING APPURTENANT TO THE LAND ABOVE  
DESCRIBED AFFECTING THE LAND SHOWN IN PLAN WITH F451827
- 3 DP790843 RESTRICTION(S) ON THE USE OF LAND
- 4 AF195210 MORTGAGE TO COMMUNITY CPS AUSTRALIA LIMITED

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

# NEW SOUTH WALES Statutory Declaration

I, Brooke Ann Bow  
(FULL NAME OF DECLARANT / PERSON MAKING THE DECLARATION)

of 25 Lawson Road, Macquarie Hills 2285  
(ADDRESS OF DECLARANT / PERSON MAKING THE DECLARATION)

.....Postcode.....

in the State/Territory of NSW

Insert your occupation(s) Travel Consultant

do solemnly and sincerely declare that

My maiden name was Brooke Ann Marjoribankes  
and this is the name in which 25 Lawson Rd,  
Macquarie Hills was purchased. I got married on  
24<sup>th</sup> March 2013 and am now known as  
Brooke Ann Bow.



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

Declared at Glendale in the State/Territory of NSW  
this 30 day of April 2018

D. Bow

(SIGNATURE OF DECLARANT / PERSON MAKING THE DECLARATION)

Brocke Bow

(NAME OF DECLARANT / PERSON MAKING THE DECLARATION)

before me

C. Adams

(SIGNATURE OF WITNESS / PERSON BEFORE WHOM THE DECLARATION IS MADE)

CATHERINE IRENE ADAMS

(NAME OF WITNESS / PERSON BEFORE WHOM THE DECLARATION IS MADE)

20 CRAWFORD RD

(ADDRESS OF WITNESS / PERSON BEFORE WHOM THE DECLARATION IS MADE)

COORANBONGA

Postcode 2265

BANK OFFICER 16 YRS

(TITLE OR QUALIFICATION OF WITNESS / PERSON BEFORE WHOM THE DECLARATION IS MADE)

I ..... a .....  
(NAME OF AUTHORISED WITNESS) (INSERT QUALIFICATION TO BE THE AUTHORISED WITNESS)

certify the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person or ~~I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering.~~
2. I have known the person for at least 12 months or ~~I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on was.~~

.....  
(DESCRIBE IDENTIFICATION DOCUMENT RELIED ON)

C. Adams

(SIGNATURE OF AUTHORISED WITNESS)

30-4-18

(DATE)







R.P. 13 No. 401  
 New South Wales.  
**MEMORANDUM OF TRANSFER**  
 (REAL PROPERTY ACT, 1900.)  
 012451

FEE:-  
 Lodgment 1/-  
 Endorsement 1/-  
 Certificate 1/-  
 Plans 1/-  
 \$5-5-0

(Trusts must not be disclosed in the transfer.)  
 Copying or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black or blue-black ink-copying ink.  
 If two or more state whether as joint tenants or tenants in common.  
 If all the references could be conveniently inserted a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their attorneys.  
 If part only of the land is transferred a Certificate of Title is to be transferred and a plan of the land shown in the plan annexed hereto.  
 Where the content of the local council is required to be subdivided the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.  
 Strike out if unnecessary. Covenants should comply with Section 38 of the Conveyancing Act, 1919. Here also should be set forth any right-of-way or easement or exception.  
 Any provision for addition to or modification of the covenants implied by the Act may also be inserted.  
 If the space provided is insufficient a form of annexure of the same size and quality of paper as this instrument should be used.  
 A very short note will suffice.  
 If executed within the State this instrument should be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, or a Commissioner for Affidavits to whom the Transferee is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the instrument on the back of the form.  
 As to instruments executed elsewhere, see back of form.  
 Repeat attestation if necessary.  
 If the Transferee or Transferees signs by a name the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

**ARTHUR RICHARD THOMAS** of Hamilton Mine Manager (formerly of Cardiff Colliery Proprietor and Later of Curlewis Mine Manager) (herein called transferor) being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of **Two hundred and five pounds**

(£205. 0. 0) (the receipt whereof is hereby acknowledged) paid to me by **ARTHUR LEO WILLIAMS** of Speers Point Orchardist (herein called transferee) do hereby transfer to the said transferee ALL such my Estate and Interest in the surface and the subsoil and strata underlying the surface to a depth of 50 feet therefrom ALL the land mentioned in the schedule following:  
 do hereby transfer to the said transferee

And such Estate and Interest in ALL the land mentioned in the schedule following :-

County.	Parish.	Reference to T <sup>(a)</sup> (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Folio.	
Northumberland	Kahibah	Part	4993	244	That Part of the land shown in plan of survey annexed hereto.
Northumberland	Kahibah	Part	5490	37	Being that part of the land shown on the plan of subdivision annexed hereto.

And the transferee covenants with the transferor Reserving to the transferor and his sequels in title as appurtenant to the mines veins beds and seams of coal and other minerals comprised in Certificates of Title Volume 4993 Folio 244 and Volume 5490 Folio 37 full and free right liberty and license in the ordinary course of mining operations which may be conducted under the land transferred to cause subsidence of the surface of the land transferred and thereby let do the surface thereof without being liable for any damage thereby caused.

PLAN OFFICED IN  
 PLAN ROOM AS F.P.  
**375870**

**ENCUMBRANCES, &c. REFERRED TO,**

Reservation of gold and silver as in Crown Grant and covenant as contained in Transfer D354923 as regards land in Certificate of Title Volume 5490 Folio 37 Reservation of gold and silver (and rights and covenant contained in Transfer C680429 as regards land in Certificate of Title Volume 4993 Folio 244.)

Signed at Newcastle the 26th day of February 1951.

Signed in my presence by the transferor  
 WHO IS PERSONALLY KNOWN TO ME  
*John Oxley*  
 Signed  
*PRISH*  
 Transferor.

Signed in my presence by the transferee  
 WHO IS PERSONALLY KNOWN TO ME  
*John Oxley*  
 Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.  
*A. L. Williams*  
 Transferee(s)

If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-avocation on back of form signed by the attorney before a witness.  
 Section 37 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £500 and to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name and the date of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose liability on the party signing under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must sign personally.  
 No alterations should be made by signature. The words referred should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

F451827  
 No.

LODGED BY **L. M. ALLEN & Co**  
*Law Stationers & Printers*  
 BUILDERS EX. CHAMBERS  
 72 CASTLE REACH ST., SYDNEY

**CONSENT OF MORTGAGEE**  
 (N.B.—Before execution read marginal note.)

I, \_\_\_\_\_ mortgagee under Mortgage No. \_\_\_\_\_  
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgagee should execute a formal discharge where the land transferred is the whole of the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
 Signed in my presence by \_\_\_\_\_

who is personally known to me.

Mortgagee.

**MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.**

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. \_\_\_\_\_ Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
 Signed in the presence of \_\_\_\_\_

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

**CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.**

Appeared before me at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, nine hundred and \_\_\_\_\_, and declared that he personally knew and whose signatures thereon he has attested; and that the name purporting to be such signature of the said \_\_\_\_\_ is \_\_\_\_\_ own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these.

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH	
	<i>4 copies submitted to Dept of Lands &amp; Water</i>	To be filled in by person lodging dealing.	
Checked by	Particulars entered in Register Book.	1	Received
Passed (in S.D.B.) by	Volume 5490 Folio 37	2	Docs
Signed by	4993 244	3	Non
	The 25 day of March 1952 at	4	
	minutes past 12 o'clock in the noon.	5	
	<i>J. H. Pelt</i>	6	
	Registrar-General	7	Receiving Clerk.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

**PROGRESS RECORD**

	Initials	Date
Sent to Survey Branch...		
Received from Records...		
Draft written ...	<i>[Signature]</i>	20/10/51
Draft examined...	<i>[Signature]</i>	21/10/51
Diagram prepared	<i>[Signature]</i>	22/10/51
Diagram examined	<i>[Signature]</i>	23/10/51
Draft forwarded	<i>[Signature]</i>	24/10/51
Supt. of Engineers	<i>[Signature]</i>	25/10/51
Cancellation Clerk	<i>[Signature]</i>	26/10/51

VOL. 6506 VOL. 150

**EXECUTION OUTSIDE NEW SOUTH WALES.**  
 If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Dominion, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or some other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.  
 If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) 15/- if accompanied by the relevant title or evidence of production thereof, (b) 4/- otherwise. This fee includes lodgment of the first Certificate. In addition the following fees are payable:—(a) 1/- for each additional Certificate included in the Transfer, (b) 1/- for each new Certificate of Title issued, (c) 3/- when the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 2/- where partial discharge of a mortgage is effected on the Transfer, (f) 1/- for each additional lot to which the Certificate extends and follows, (g) as approved, in cases involving more than one simple diagram of any diagram other than a simple diagram.

Towns in operation must receive separate Certificates.  
 If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

K 1146 5457-W  
 ? Cave & Frasers

Que. of reg. of (L.S.)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
 AS TO BEEN APPROVED TO BE CREATED INSTANTLY TO  
 SECTION 88B OF THE CONVEYANCING ACT, 1912**

Lengths are in metres. Sheet 1 of 6 sheets

Plan: **DP 790843**  
 subdivision covered by Council  
 Clerk's Certificate No. 1/157/1992

Full name & address of  
 Proprietor of the land:  
 BERRY PARK PTY. LIMITED  
 OF 55 RALPH STREET,  
 CARLTON, N.S.W. 2290

Full name & address of  
 Mortgagee of the land:  
 Mortgagee-Bankings-Corporation  
 60-62-64-66-68-70  
 STURDY - N.S.W. - 2000

1. Identity of easement firstly  
 referred to in the above-  
 mentioned plan. Easement to drain water 2 wide

**Schedule of Lots affected**

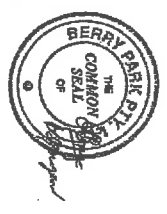
**Lots Burdened**  
 45  
 46  
 47  
 48  
 49  
 50  
 19

2. Identity of easement secondly  
 referred to in the above-  
 mentioned plan. Easement to drain water 3 wide

**Schedule of Lots affected**

**Lots Burdened**  
 29  
 13

3. Identity of easement thirdly  
 referred to in the above-  
 mentioned plan. Easement to drain water 2 wide



REGISTERED **26-7-1987**

10	20	30	40	50	60	70	80	90	100
Portable of mm									
110	120	130	140	150	160	170	180	190	200

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
 AS TO BEEN APPROVED TO BE CREATED INSTANTLY TO  
 SECTION 88B OF THE CONVEYANCING ACT, 1912**

Lengths are in metres. Sheet 2 of 6 sheets

Plan: **DP 790843**  
 subdivision covered by Council  
 Clerk's Certificate No. 1/157/1992

Full name & address of  
 Proprietor of the land:  
 BERRY PARK PTY. LIMITED  
 OF 55 RALPH STREET,  
 CARLTON, N.S.W. 2290

Full name & address of  
 Mortgagee of the land:  
 Mortgage-Bankings-Corporation  
 60-62-64-66-68-70  
 STURDY - N.S.W. - 2000

4. Identity of easement firstly  
 referred to in the above-  
 mentioned plan. Right of Carriageway 3.3 wide

**Schedule of Lots affected**

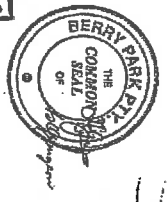
**Lots Burdened**  
 26  
 27  
 28  
 29

5. Identity of restriction firstly  
 referred to in the above-  
 mentioned plan. Restriction as to Use

**Schedule of Lots affected**

**Lots Burdened**  
 23  
 22

**Lots Burdened**  
 Each Lot  
 Every other lot



REGISTERED **26-7-1987**

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 27 July, 1989



**INSTRUMENT SERVING OUR NEEDS OF RESIDENTS AND RESTRICTIONS  
AS TO USER INTENDED TO BE CREATED PURSUANT TO  
SECTION 99B OF THE CONVEYANCES ACT, 1912**

Lengths are in metres. Sheet 3 of 6 sheets

**PART 2**

Plan: DPT90843 Subdivision covered by Council  
Clark's Certificate No. 1/191/1990.

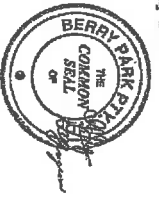
Full name & address of  
Proprietor of the land: Berry Park Pty. Limited  
C/- 59 Ridley Street,  
GARDENBORO, N.S.W. 2290

Full name & address of  
Mortgagee of the land: Mortgage Banking Corporation  
69 Market Street,  
GARDENBORO, N.S.W. 2290

Terms of Restrictions are to User fitfully referred to in above mentioned  
Plan.

- (a) No main building shall be erected or be permitted to remain erected on each lot burdened, having a total floor area of less than 100 square metres in the case of Lots 1 to 9 inclusive, 100 square metres in the case of Lots 10 to 24 inclusive and 120 square metres in the case of Lots 25 to 50 inclusive, exclusive of any accommodation, external landings and porches.
- (b) No more than one main dwelling shall be erected on each lot burdened and such dwelling shall not be used or be permitted to be used other than as a private residence for one family unit.
- (c) No building shall be erected or permitted to remain on each lot burdened unless constructed of brick or brick veneer unless the erection of such a building is prohibited by the rules Subdelegation Corporation Board.
- (d) No building shall be erected or permitted to remain on any lot burdened having a roof of asbestos cement or fibre cement or fibre glass or any other material of a similar nature or appearance.
- (e) No building shall be erected or permitted to remain on any lot burdened having a roof of corrugated tin or iron or steel however this clause shall not preclude the use of perforated colour-bonded, non-reflective, non-glass metal materials.
- (f) No earth, stone or gravel shall be removed or accumulated from any lot burdened except where such removal or accumulation is necessary for the erection of a building or other works. No lot shall be permitted to be, appear or remain in an excavated or quarried state.
- (g) No advertisement bearing sign or printed matter of any description shall be erected or displayed or permitted to remain on any lot burdened.

REGISTERED *dp 26-7-1989*



10	20	30	40	50	60	70	80	90	100	110	120	130	140
----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----

**INSTRUMENT SERVING OUR NEEDS OF RESIDENTS AND RESTRICTIONS  
AS TO USER INTENDED TO BE CREATED PURSUANT TO  
SECTION 99B OF THE CONVEYANCES ACT, 1912**

Lengths are in metres. Sheet 4 of 6 sheets

**PART 2 CONT.**

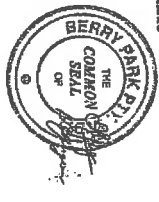
Plan: DPT90843 Subdivision covered by Council  
Clark's Certificate No. 1/191/1990.

Full name & address of  
Proprietor of the land: Berry Park Pty. Limited  
C/- 59 Ridley Street,  
GARDENBORO, N.S.W. 2290

Full name & address of  
Mortgagee of the land: Mortgage Banking Corporation  
69 Market Street,  
GARDENBORO, N.S.W. 2290

- (1) No structure of a temporary character, basement, tank, flagpole, garage, trailer, canopy, caravan or any other building shall be used at any time as a dwelling house on any lot burdened.
- (2) No run off water from any building, hydroplan surface or other material or structure laid or constructed on any lot burdened shall be permitted to run outside the boundaries of that lot except into or through the inter-attachment drainage system within the easement for drainage shown on the plan of subdivision covering the said lot or to a gutter or storm water pipeline in the street provided that where no inter attachment drainage system exists the said run-off water must be conveyed to the stormwater system by underground pipe.
- (3) No main building shall be occupied until fully completed and the terms of covenants (a) & (d) satisfied. Full completion shall be evidenced by a final inspection notice issued by the Local Council.
- (4) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened. Any building erected on any lot burdened shall be of new materials.
- (5) No roadways, roadways or offensive occupation, trade, business, manufacturing or premises shall be conducted or carried out on any lot burdened.
- (6) With the exception of vehicles used in the connection with the erection of a dwelling on any lot burdened no motor truck, lorry or semi-trailer with a load carrying capacity exceeding one (1) tonne shall be parked or permitted to remain on any lot burdened.
- (7) No fuel storage tanks (except for oilheating purposes) shall be placed upon or permitted to remain on any lot burdened.
- (8) No fence shall be erected on each lot burdened unless without expenses to Berry Park Pty. Limited.

REGISTERED *dp 26-7-1989*



This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 27 July, 1989



INSTRUMENT SERVING FOR PURPOSES OF RESERVATIONS AND RESTRICTIONS  
AS TO USER AUTHORIZED TO BE CREATED PURSUANT TO  
SECTION 809 OF THE CONVEYANCING ACT, 1918

Lengths are in inches. Sheet 5 of 6 sheets

PART 2 cont.

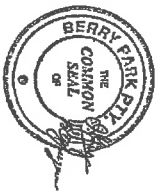
Plan: D.0.790843  
Subdivision covered by Control  
Clerk's Certificate No. 11672

Full name & address of  
Proprietor of the land:  
Berry Park Pty. Limited  
c/o 50 Rialto Street,  
CARVERTON, N.S.W. 2230

Full name & address of  
Proprietor of the land:  
Berry Park Pty. Limited  
c/o 50 Rialto Street,  
CARVERTON, N.S.W. 2230

- (p) No fencing shall be erected upon or permitted to remain upon the street frontage of any lot burdened unless approved of in writing by Berry Park Pty. Limited or its nominee.
- (q) No new boundary fence shall be erected or permitted to remain on any lot burdened constructed of fibrous cement, asbestos cement, fibre glass corrugated tin, iron or steel unless approved of in writing by Berry Park Pty. Limited or its nominee.
- (r) No paling fence shall be erected or permitted to remain on any lot burdened, provided that lapped and capped wire painted or stained timber fence shall not, for the purpose of this clause, be deemed to be a paling fence.
- (s) No car accommodation shall be erected or be permitted to remain on the lot burdened except under the main roof of the building erected upon the lot unless such car accommodation is erected with materials the same as the main building in the case of lots 1 to 9 inclusive.
- (t) No lot burdened shall have erected upon it nor shall there be permitted to remain erected on any such lot any main building having less than five (5) paved or sealed car spaces and having not less than two (2) of such car spaces in the form of either garages and/or carports in the case of lots 1 to 9 inclusive, three paved or sealed car spaces in the case of lots 10 to 24 inclusive and two paved or sealed car spaces in the case of lots 25 to 50 inclusive.
- (u) No main roof of any building shall be permitted having pitch or less than 10 degrees to the horizontal.
- (v) No building shall be erected or be permitted to remain erected on any lot burdened with a solar hot water service unless the storage tank is located within the building or externally at ground level on the rear elevation of the building and the hot water service panels shall be situated to the rear of the same place as the roof.

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10	20	30	40	50	60	70	80	90	100	110	120	130	140
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Portable of mm

INSTRUMENT SERVING FOR PURPOSES OF RESERVATIONS AND RESTRICTIONS  
AS TO USER AUTHORIZED TO BE CREATED PURSUANT TO  
SECTION 809 OF THE CONVEYANCING ACT, 1918

Lengths are in inches. Sheet 6 of 6 sheets

PART 2 cont.

Plan: D.0.790843  
Subdivision covered by Control  
Clerk's Certificate No. 11672

Full name & address of  
Proprietor of the land:  
Berry Park Pty. Limited  
c/o 50 Rialto Street,  
CARVERTON, N.S.W. 2230

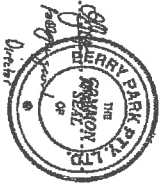
Full name & address of  
Proprietor of the land:  
Berry Park Pty. Limited  
c/o 50 Rialto Street,  
CARVERTON, N.S.W. 2230

- (w) No auxiliary building such as awnings, tool sheds or similar structures shall be erected or permitted to remain on any lot burdened with the exception of one (1) only awning which does not exceed two (2) square metres of floor area and one (1) only garden locker, the design and building materials of which have been approved in writing by Berry Park Pty. Limited or its nominee and which does not exceed 2.5 metres in any dimension.

Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the persons requesting same.

The person or persons having the right to release, vary or modify these restrictions is Berry Park Pty. Limited or its nominee or assignee or transferee and shall no longer be in evidence or shall no longer be the registered proprietor of any of the land covered in the plan of subdivision and there shall be no such person or company no restriction then the registered proprietors of any estate (s) of the lots in the subdivision shall have the power to release vary or modify these restrictions.

BERRY PARK PTY. LIMITED by its duly  
authorized Attorney HILARY ROSS GIBSON  
under Delegated Power of Attorney  
Book 3761 No. 489



REGISTERED  2671989

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 27 July, 1989





2 May 2018

INFOTRACK PTY LTD  
DX 578  
SYDNEY

Our Ref: 117974  
Your Ref:  
18/0152:69304  
ABN 81 065 027 868

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

Fee Paid: 53.00  
Receipt No: 9789267  
Receipt Date: 1 May 2018

**DESCRIPTION OF LAND**

**Address:** 25 Lawson Road, MACQUARIE HILLS NSW 2285  
**Lot Details:** Lot 15 DP 790843  
**Parish:** Kahibah  
**County:** Northumberland

For: MORVEN CAMERON  
GENERAL MANAGER



Our Ref: Your Ref:

**ADVICE PROVIDED IN ACCORDANCE WITH SUBSECTION (2)**

**1 Names of Relevant Planning Instruments and Development Control Plans**

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

Lake Macquarie Local Environmental Plan 2014

State Environmental Planning Policy No. 19 – Bushland in Urban Areas

State Environmental Planning Policy No. 21 – Caravan Parks

State Environmental Planning Policy No. 33 – Hazardous and Offensive Development

State Environmental Planning Policy No. 44 – Koala Habitat Protection

State Environmental Planning Policy No. 50 – Canal Estate Development

State Environmental Planning Policy No. 55 – Remediation of Land

State Environmental Planning Policy No. 62 - Sustainable Aquaculture

State Environmental Planning Policy No. 64 – Advertising and Signage

State Environmental Planning Policy (Affordable Rental Housing) 2009

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

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

State Environmental Planning Policy - (Housing for Seniors or People with a Disability) 2004 (This SEPP applies to the land to the extent provided by Clause 4 of the SEPP)

State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (State Significant Precincts) 2005

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

Lake Macquarie Local Environmental Plan 2014 (Amendment No. F2014/01451)

Draft State Environmental Planning Policy (Infrastructure) Amendment (Review) 2016

- (3) The name of each development control plan that applies to the carrying out of development on the land.

Lake Macquarie Development Control Plan 2014

- (4) In this clause, proposed environmental planning instrument includes a planning proposal for a Local Environmental Plan or a Draft environmental planning instrument.

## **2 Zoning and land use under relevant Local Environmental Plans**

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

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

R2 Low Density Residential

under Lake Macquarie Local Environmental Plan 2014

- (ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.

Exempt development as provided in Schedule 2; Home-based child care; Home occupations

- (iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.

Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Hostels; Kiosks; Neighbourhood shops; Places of public worship; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing;

Sewage reticulation systems; Sewage treatment plants; Shop top housing; Water recreation structures; Water recycling facilities; Water supply systems

- (iv) The purposes for which the Instrument provides that development is prohibited within the zone.

Any other development not specified in item (ii) or (iii)

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

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

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

- (c) Whether the land includes or comprises critical habitat.

No

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

No

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

**Local Environmental Plan 2014 Schedule 5 Part 1 Heritage Items**

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

**Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas**

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

**Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites**

There are no items listed for this land under Local Environmental Plan 2014

Schedule 5 Part 3 Archaeological sites.

**Local Environmental Plan 2014 Schedule 5 Part 4 Landscape Items**

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

**Local Environmental Plan 2004 Schedule 4 Part 1 Heritage Items**

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

**Local Environmental Plan 2004 Part 11 Clause 150 Environmental Heritage**

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

**NOTE:** An item of environmental heritage, namely Aboriginal heritage, listed within the Aboriginal Heritage Information Management System (AHIMS), may affect the land. The applicant should contact the Office of Environment and Heritage (OEH) for more information.

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

(a) Nil

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

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

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

(c) Whether the land includes or comprises critical habitat.

No

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

No

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

No

### 3 Complying development

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

#### **General Housing Code**

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

#### **Housing Alterations Code**

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

#### **Commercial and Industrial Alterations Code**

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

#### **Commercial and Industrial (New Buildings and Additions) Code**

**Note:** If a lot is not specifically listed in this section then, complying development under the Commercial and Industrial (New Buildings and Additions) Code **MAY** be carried out on any part of that lot.

#### **Subdivisions Code**

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

#### **Rural Housing Code**

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

**General Development Code**

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

**Demolition Code**

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

**Fire Safety Code**

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

**4 Coastal Protection**

(Repealed 3 April 2018)

**4A Information relating to beaches and coasts**

(Repealed 3 April 2018)

**4B Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

Whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Nil

**NOTE:** “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

**5 Mine subsidence**

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 20 of the Coal Mine Subsidence Compensation Act 2017.

The land is within a proclaimed Mine Subsidence District under the *Coal Mine Subsidence Compensation Act 2017*. The approval of the Mines Subsidence Board is required for all subdivision and building, except for certain minor structures. Surface development controls are in place to prevent damage from old, current, or future mining. It is strongly recommended prospective purchasers consult with the Mine Subsidence Board regarding mine subsidence and any surface development guidelines. The Board can assist with information, mine subsidence, and advise whether existing structures comply with the requirements of the *Act*.

**6 Road widening and road realignment**

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

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

No

- (b) any environmental planning instrument.

No

- (c) any resolution of the Council.

No, other road widening proposals may affect this land and if so, will be noted on the SECTION 149(5) certificate.

**7 Council and other public authority policies on hazard risk restrictions**

Whether or not the land is affected by a policy:

- (i) adopted by the Council, or  
(ii) adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council,

that restricts the development of the land because of the likelihood of:

- (a) land slip or subsidence

Yes

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

- (b) bushfire

No



(c) tidal inundation

No

(d) acid sulfate soils

Yes

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

(e) contaminated or potentially contaminated land

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

(f) any other risk (other than flooding).

No

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

#### **7A Flood related development controls information**

(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

No

(2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No

(3) Words and expressions in this clause have the same meanings as in the standard instrument set out in the *Standard Instrument (Local Environmental Plans) Order 2006*.

**8 Land reserved for acquisition**

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

No

**9 Contributions Plans**

The name of each contributions plan applying to the land.

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

**9A Biodiversity Certified Land**

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

**10 Biodiversity stewardship sites**

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

**10A Native vegetation clearing set asides**

The land does not contain a set aside area under section 60ZC of the Local Land Services Act 2013.

**11 Bush Fire Prone Land**

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

**12 Property Vegetation Plans**

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

NOTE: The advice provided in this section is based on notification by the Hunter Local Land Services of the approval of a plan. Further information about property vegetation plans should be obtained from that Authority.

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

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

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

**14 Directions under Part 3A**

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

Nil

**15 Site compatibility certificates and conditions for seniors housing**

(a) Whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land.

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

(b) Any terms of a kind referred to in clause 18 (2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

Nil

**16 Site compatibility certificates for infrastructure, schools or TAFE establishments**

Whether there is a valid site compatibility certificate (infrastructure, schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land.

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

the land.

**17 Site compatibility certificates and conditions for affordable rental housing**

- (1) Whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.

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

- (2) Any terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

Nil

**18 Paper subdivision information**

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

Nil

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

Not Applicable

**Note** Words and expressions used in this clause have the same meaning as they have in Part 16C of Environmental Planning and Assessment Regulation 2000.

**19 Site verification certificates**

Whether there is a current site verification certificate, of which the council is aware, in respect of the land.

No

- (a) The matter certified by the certificate

Not Applicable

- (b) The date on which the certificate ceases to be current

Not Applicable

- (c) A copy of the certificate (if any) may be obtained from the head office of the Department of Planning and Infrastructure.

Note A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

**20 Loose-fill asbestos insulation**

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division

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

**21 Affected building notices and building product rectification orders**

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

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

- (2) (a) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

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

- (b) Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

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

- (3) In this clause:

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

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

**NOTE:** The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

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

- (a) The land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,  
No
- (b) The land to which the certificate relates is subject to a management order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,  
No
- (c) The land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,  
No
- (d) The land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,  
No
- (e) The land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.  
No



# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

N/A

N/A/

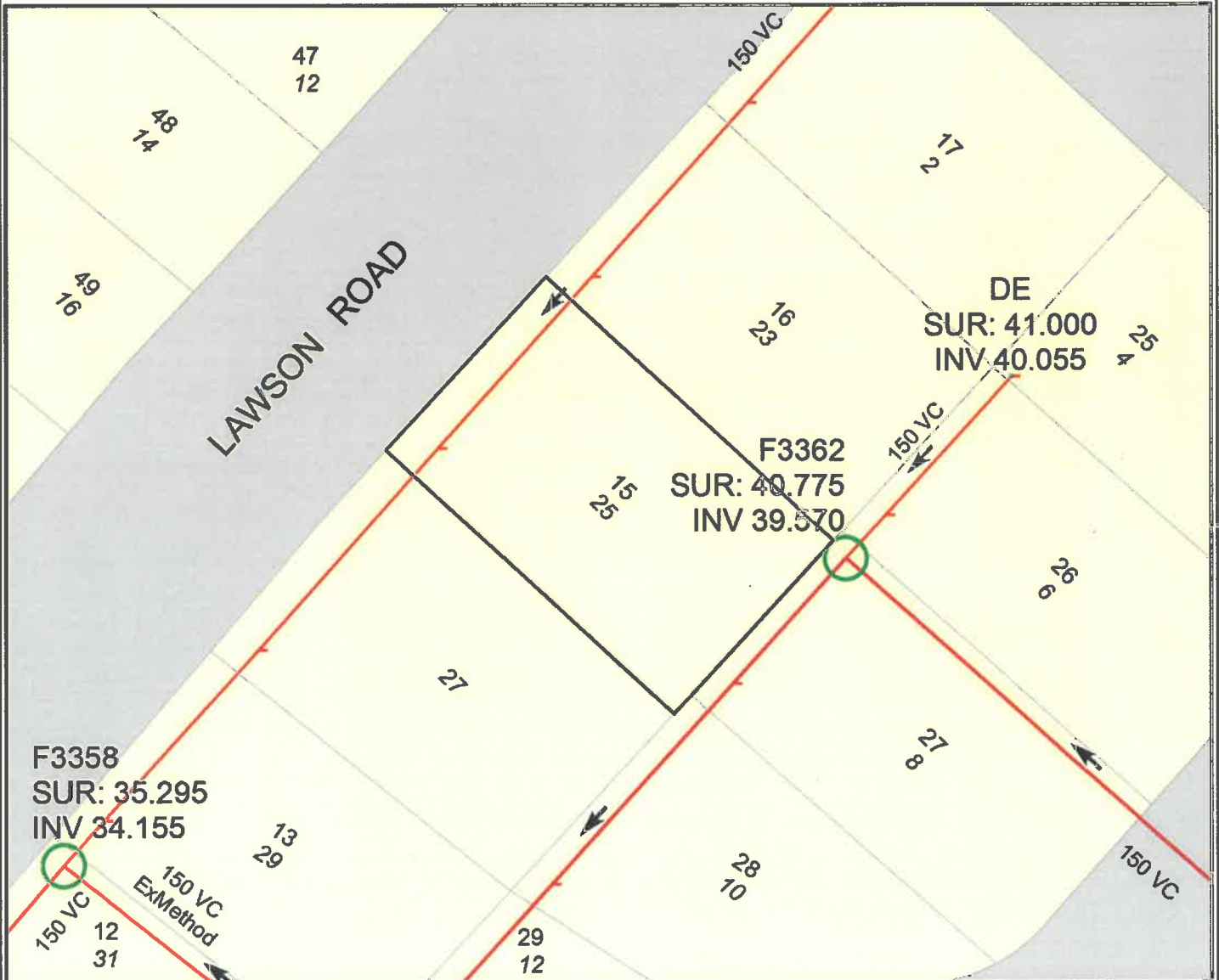
APPLICATION NO.: 3076677547

APPLICANT REF: M 18/0152

RATEABLE PREMISE NO.: 4450610548

PROPERTY ADDRESS: 25 LAWSON RD MACQUARIE HILLS 2285

LOT/SECTION/DP:SP: 15/ /DP 790843



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

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

**IMPORTANT:**

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

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

Date: 1/05/2018

Scale at A4: 1:500

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CONTOUR DATA © AAMHatch  
© Department of Planning

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