

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Premier Real Estate Broadmeadow 151 Lambton Road, Broadmeadow NSW 2292 Email: sales@premierestateagents.com.au	Phone: 02 4956 2605 Ref: Vlado Zvicer
co-agent		
vendor	Andrew John Peel and Tamara Michelle Orr 260 McCaffrey Drive, Rankin Park NSW 2287	
vendor's solicitor	First State Conveyancing 2/225 Victoria Street, Taree NSW 2430 PO Box 1039, Taree NSW 2430 Email: jessica@firststateconveyancing.com.au	Phone: 1800 180 102 Ref: JH:210253
date for completion	42nd day after the date of this contract (clause 15)	
land (address, plan details and title reference)	260 McCaffrey Drive, Rankin Park NSW 2287 Lot 42 in Deposited Plan 211288 Folio Identifier 42/211288	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Shed	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input checked="" type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: Air Conditioning, Automatic Garage Door Opener, Ceiling fans		

exclusions **Deck Heater, Deck Speakers, Home Theatre Speakers**

purchaser

purchaser's solicitor

price \$

deposit \$ _____ (10% of the price, unless otherwise stated)

balance \$

contract date (if not stated, the date this contract was made)

buyer's agent

vendor

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

witness

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3)

☐ NO ☐ yes

Nominated Electronic Lodgement Network (ELN) (clause 30):

Electronic transaction (clause 30)

☐ no ☒ YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):

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

Land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an *GSTRW payment* (residential withholding payment)

☒ NO ☐ yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.

GSTRW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: \$

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *GSTRW* rate (residential withholding rate): \$

Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes 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.

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. EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
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, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

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:

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications 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 will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer 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.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<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>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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* or by payment by electronic funds transfer 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.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *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 – to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –

12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or

12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –

13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but

13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 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.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 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;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; 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 Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 - 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 email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; 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 *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) 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 disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 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) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 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 an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, 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;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; 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 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*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 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 the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- 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 the effective date* –
- 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;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before 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 13.13.2 to 13.13.4, 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 computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 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
 - 30.13.2 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 –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
 - certificate of title* 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;
 - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
 - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
 - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
 - ECNL* the Electronic Conveyancing National Law (NSW);
 - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
 - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
 - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties'* *Conveyancing Transaction*;

<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>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing 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 *FRCGW remittance* 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 *FRCGW remittance*.
- 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.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

FIRST STATE CONVEYANCING

ADDITIONAL PROVISIONS TO CONTRACT FOR SALE

BETWEEN: Andrew John Peel and Tamara Michelle Orr
VENDOR

AS

AND: AS PURCHASER

PROPERTY: 260 McCaffrey Drive, Rankin Park NSW 2287

ADDITIONAL PROVISIONS

- 33.1 In the event of either parties failure to complete this Contract on or prior to the completion date referred to on the front page herein, the other party shall be entitled to serve on the defaulting party a Notice to Complete making time of the essence. Both the Vendor and the purchaser agree that fourteen (14) days shall be reasonable notice for the purpose of any Notice to Complete.
- 33.2 The Parties further agree that in the event that such notice issues by the Vendor, the Purchaser shall allow on completion to the Vendor the sum of \$330.00 (including GST), the payment of which is an essential term of this Contract.
34. The purchaser acknowledges that they have inspected the property and any and all structures on the property and accepts them in their present condition and state of repair with all defects latent and patent. The Purchaser further acknowledges that they cannot require the Vendor to repair or replace any defect or damage to the property existing as at the date of this Contract. The purchaser agrees and acknowledges that they do not rely on any warranty or representation by the vendor or made on the vendors behalf as to the position, condition or state of repair of the land or the structures or as to the use to be made of the land and structures. The Purchaser will not make any objection, requisition, claim for compensation or delay settlement in relation to the position, condition or state of repair, or legislation relating to the services to the subject property (if any) or in respect of the land and the structures. The Purchaser shall not require the carrying out of any work or expenditure of any money by the vendor on or in respect of the land or the structures.
35. The inclusions listed herein are included in the purchase and the purchase price. The purchaser acknowledges:
- (a) that unless otherwise stated, none of the said inclusions are new;
 - (b) that the Vendor has not made and does not make any representation or warranty as to the state of repair and condition of such items, and
 - (c) they accept all of the said inclusions on the date on which the Purchaser is entitled to possession of the property hereunder in the state of repair and condition that same are now in, with reasonable wear and tear between the date hereof and the date on which the Purchaser is entitled to possession of the property hereunder excepted.

Title to such inclusions shall pass on completion of this agreement and the Vendor shall not be required to give formal delivery in respect thereof. The Vendor shall not be responsible for any mechanical breakdown in respect of any of the inclusions.

- (d) they accept the improvements in their present position, condition and state of repair and subject to any defects whether latent or patent (except latent defects in title) and any dilapidation, contamination or infestation.
36. The Purchaser acknowledges that the provisions of this Contract constitute the full and complete agreement between the parties. The Purchaser further acknowledges that they enter into this agreement not relying upon any warranties or representations made to them by or on behalf of the Vendor that are not contained in the Contract.
37. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the parties at Law or in Equity had this Special Condition not been included herein, should either party, prior to completion, being either the purchaser or Vendor or any one or more of them shall:-
- (a) die; or
- (b) become mentally incapacitated
- then either party may, by notice in writing to the other parties Licensed Conveyancer or Solicitor, rescind this Contract whereupon the provisions of Clause 19 hereof shall apply.
38. Should the purchaser be declared a bankrupt, assign their estate for the benefit of creditors, or, being a company, go into liquidation or enter into a creditors petition, then the Vendor may, by notice in writing to the other parties Licensed Conveyancer or Solicitor, rescind this Contract whereupon the provisions of Clause 19 herein shall apply
39. The Purchasers shall not be entitled to make any objection, requisition or claim for compensation or to rescind or terminate this Contract:
- (a) If it should be found that the existing fences or any of them, or any parts thereof are off correct boundaries;
- (b) In relation to any telephone or electricity lines whether the property of Telstra, Country Energy or any other Public Authority or third party or any posts, fittings or fixtures therefore erected on or passing over or through the property or to any easements in respect thereof or the absence of any such easements;
- (c) In relation to access to the subject land the Purchasers hereby warrant that they have satisfied themselves in this regard; and
- (d) If there are any encroachments by or upon the subject land.
- (e) After they have taken possession in accordance with the provisions of printed clause 18 of the Contract.
40. If the purchaser does not complete this Contract by the completion date, and provided the Vendor is ready, willing and able to complete the Contract, the Purchaser shall pay to the Vendor on completion, in addition to the balance of the purchase money, an amount calculated at 10% per annum interest on the balance of the purchase money computed at a daily rate from the completion date referred to on the front page of this agreement up to and including the actual date of completion. It is agreed between the parties that the amount payable pursuant to this provisions is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and other outgoings.

41. In the event of any inconsistency between Pages 4-19 of the 2019 NSW Contract for Sale of Land herein attached and these additional provisions it is expressly agreed that these additional provisions shall apply in respect of such inconsistency.
42. Pages 4-19 of the 2019 NSW Contract for Sale of Land herein attached are amended as follows:-
- (a) Clause 7.1.1 is amended to read:
- 7.1.1 the total amount claimed exceeds 1% of the price.*
- (b) In clause 12.2.2 add the words after the words "Contract date" on the second line :-
- "PROVIDED THAT if any work order as defined herein or notice is issued as the result of such application, and such work order or notice was not in existence as at the date of this Contract, THEN the purchaser shall be responsible for and shall be liable for the cost of compliance with such work order or notice and shall not be entitled to delay completion of the sale."*
- (c) Clause 16.8 is deleted; and
- (d) Clause 25 is amended by removal of the words 'Qualified Title' and 'Limited Title'.
43. The Purchaser irrevocably authorises the release of the deposit paid by them to pay a deposit to secure the Vendors subsequent purchase, provided that the deposit shall be held in the trust account of a stakeholder, being a Licensed Conveyancer, Solicitor or Real Estate Agent and shall not be further released for any remoter transaction.
44. In the event that the Purchaser pays less than 10% of the purchase price as deposit pursuant to clause 2 of this contract and if the Purchaser commits a breach entitling the vendor to terminate the contract then the whole of the 10% deposit will become due and payable notwithstanding that this contract is not completed.
- This clause will not merge on completion and the Vendor will be entitled to sue for recovery of so much of the 10% deposit that remains outstanding.
45. In the event that this contract is exchanged under the provisions of Section 66S (cooling off period), the deposit referred to on the front page shall be paid by the purchaser as follows:
- (a) 0.25% of the purchase price on the date this contract was made; and
- (b) The remainder of the 10% deposit at any time before 5.00pm on the expiry of the cooling off period.
46. The purchaser agrees that the only form of general Requisitions on the title the purchaser may make pursuant to Clause 5 of the contract shall be in the form annexed to this contract.
47. This contract may be executed:
- (a) In any number of counterparts and all the counterparts together shall make one instrument
- (b) Electronically by either or both parties or by exchanging electronic copies of original signatures on this contract.

This contract may be validly created and exchanged by counterparts with each party's signature (electronic or otherwise) sent electronically to each other party by email or facsimile.

The parties acknowledge that the electronic version of this contract signed by either party will be the true and original version of the contract and no other version will be provided unless otherwise agreed between the parties in writing.

The parties agreed to be bound by the electronic version of this contract which has been signed and exchanged in accordance with this provision and the purchaser may not object to or delay the completion date because of anything contained in this provision.

The parties agree that they will be bound by, have complied with and will comply with the Electronic Transactions Act 2000 (NSW) in relation to execution of this contract.

48. The parties agree that settlement of this matter is to occur online electronically through PEXA (Property Exchange Australia Ltd). Should the purchaser serve a notice under printed condition 30.2 the provisions of clause 30.3 do not apply and the purchaser shall pay to the vendor an amount of \$275.00 (inclusive of GST) on settlement, being an additional legal costs incurred by the vendor as a consequence of the purchaser not settling the matter electronically, which sum is to be allowed by the purchaser in favour of the vendor as an additional adjustment on completion.
49. It is an essential term of this Contract that in the event that settlement does not take place at the agreed scheduled time due to the default of the purchaser or the purchaser's mortgagee or legal representative and through no fault of the vendor, in addition to any other monies payable by the purchase of completion of this contract, the purchaser must pay an additional \$165.00 (inclusive of GST) on settlement, being legal costs incurred by the vendor as a consequence of the cancelled or re-arranged settlement, which sum is to be allowed by the purchaser in favour of the vendor as an additional adjustment on completion.
- 50.1 The purchaser warrants that the purchaser was not introduced to the Vendor or the property by a Real Estate Agent other than the Real Estate Agent, if any, disclosed on the front page of the contract. The purchaser agrees to indemnify the Vendor against any claim for commission, including the Vendor's costs of defending any such claim, which may be made by any Real Estate Agent who asserts that he introduced the Purchaser to the Vendor or that the sale was otherwise brought about by his intervention;
- 50.2 This warranty and indemnity will not merge on completion;
- 50.3 The Vendor warrants that they have not entered into an exclusive agency agreement as at the date hereto with any agent other than the agent named on the front page of the Contract.
51. The purchaser acknowledges that Hunter Water Corporation does not make available individual dwelling internal lot connection diagrams in the ordinary course of administration. For the purpose of satisfying the Conveyancing Sale of Land Regulation 2017, Schedule 1 the Service Location Plan attached to this contract is sufficient.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: **Andrew John Peel and Tamara Michelle Orr**
Purchaser:
Property: 260 McCaffrey Drive, Rankin Park NSW 2287
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*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (b) have any orders been made by the Residential Tenancies 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.
7. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
8. When and where may the title documents be inspected?
9. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

10. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
11. 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?

Survey and building

12. 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.
 13. 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.
 14.
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* 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* 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*.
 15. 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?
 16. If a swimming pool is included in the property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
-

17. (a) To whom do the boundary fences belong?
(b) Are there any party walls?
(c) If the answer to (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* or the *Encroachment of Buildings Act 1922*?

Affectations

18. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
19. 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?
20. 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?
21. (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?
22. 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

23. 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

24. 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.
25. 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.
26. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
27. The purchaser reserves the right to make further requisitions prior to completion.
28. 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 completion date.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 42/211288

SEARCH DATE	TIME	EDITION NO	DATE
18/2/2021	1:35 PM	8	7/12/2017

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 42 IN DEPOSITED PLAN 211288
AT NEW LAMBTON
LOCAL GOVERNMENT AREA NEWCASTLE
PARISH OF KAHIBAH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP211288

FIRST SCHEDULE

TAMARA MICHELLE ORR
ANDREW JOHN PEEL
AS JOINT TENANTS (T AM951535)

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 C181792 EASEMENT FOR TRANSMISSION LINE APPURTENANT TO THE
LAND ABOVE DESCRIBED AFFECTING THE SITE OF EASEMENT
FOR TRANSMISSION POWER LINE 10 FEET WIDE SHOWN IN PLAN
IN C181792
- 3 C439184 EASEMENT FOR DRAINAGE APPURTENANT TO THE LAND ABOVE
DESCRIBED AFFECTING THE SITE OF THE NATURAL
WATERCOURSE SHOWN IN PLAN IN C439184
- 4 F570079 EASEMENT TO LET DOWN THE SURFACE AS MORE FULLY SET
OUT THEREIN
- 5 F570079 COVENANT
- 6 F570079 LAND EXCLUDES MINERALS
- 7 J95254 COVENANT
- 8 L227983 COVENANT
- 9 AM951536 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

210253

PRINTED ON 18/2/2021

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

[illegible]

WARNING: Plan Drawing only to appear in this space.

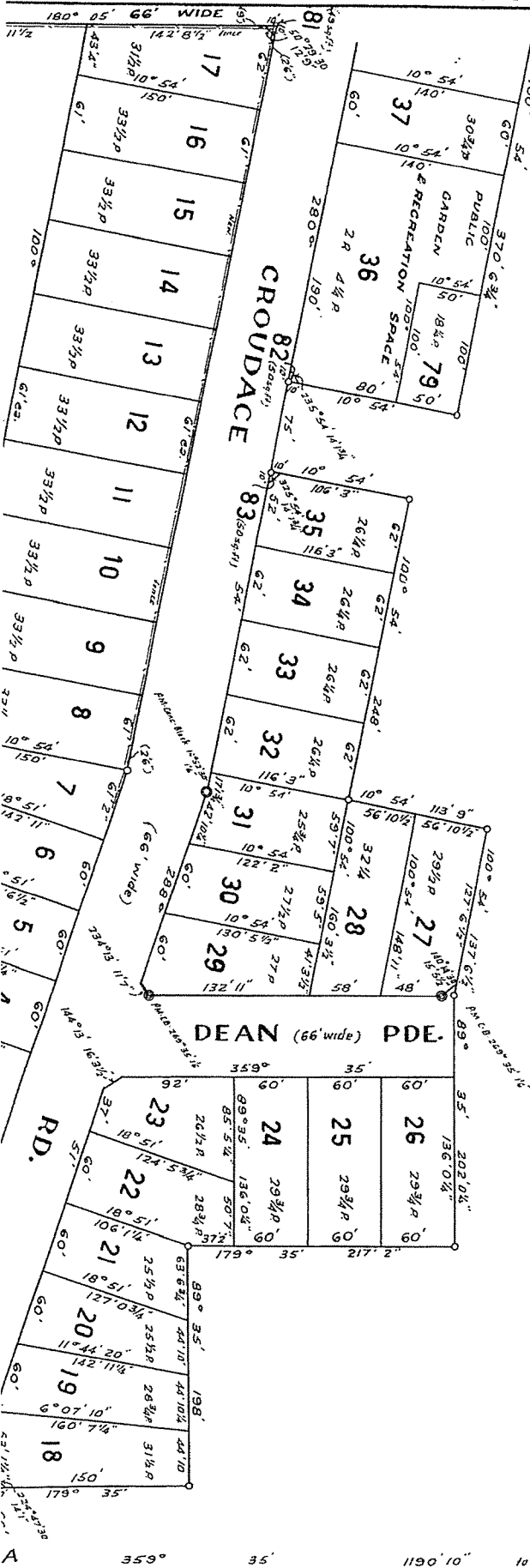
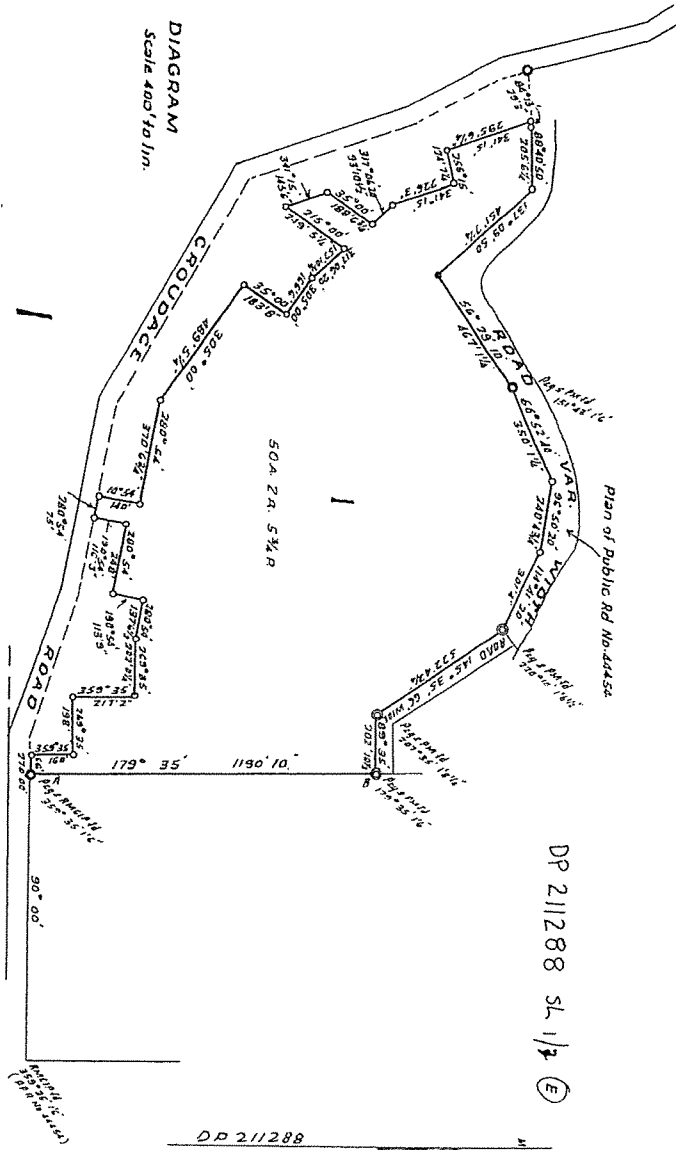


DIAGRAM
Scale 400' to 1 in.



DP 211288 SL 1/2 E

DP 211288

A

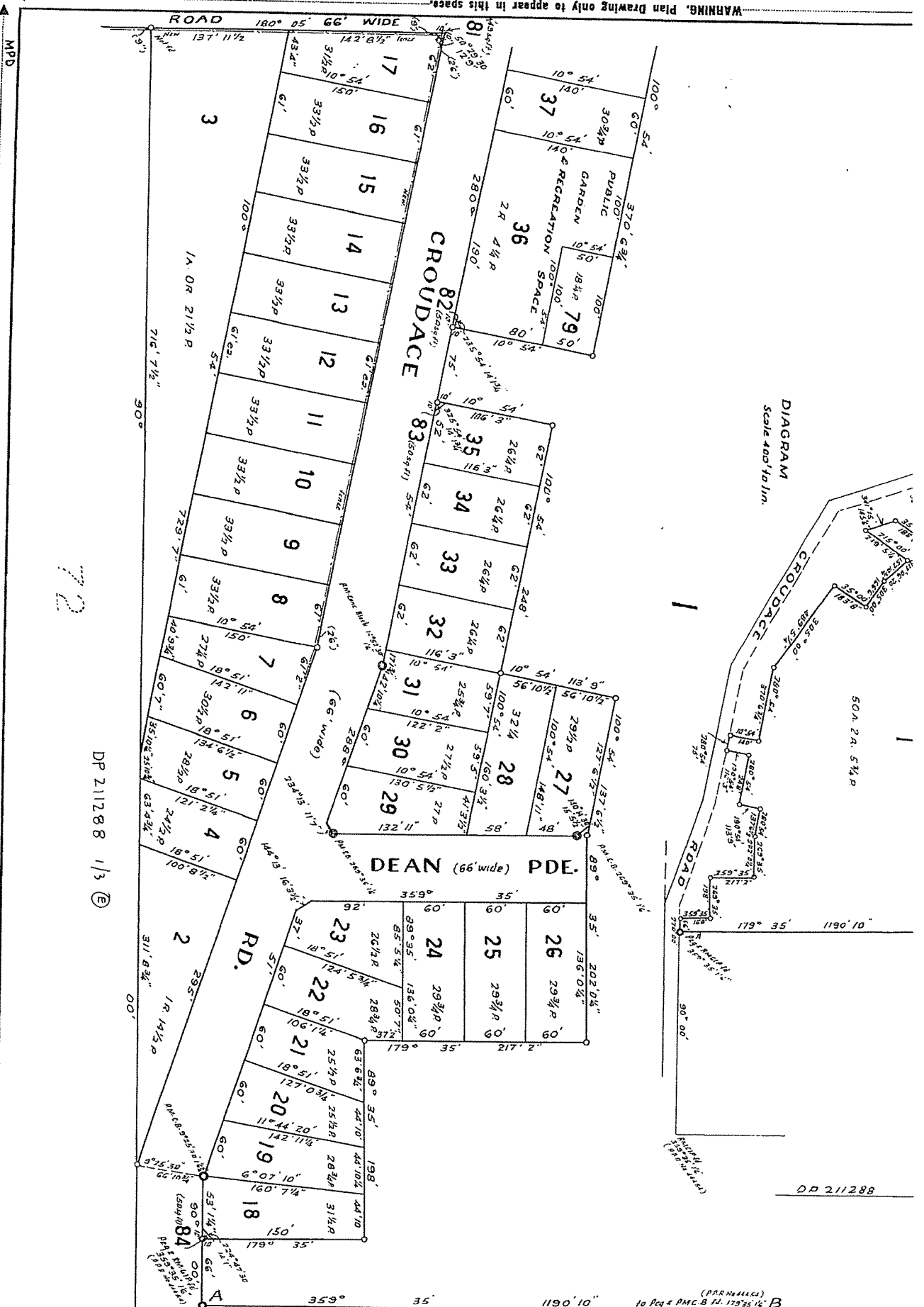
359°

35'

1190' 10"

(NARRATIVE) 10 Pgs + PMC B 11. 175' 25' 16" B

WARNING. Plan Drawing only to appear in this space.



WARNING. Plan Drawing only to appear in this space.

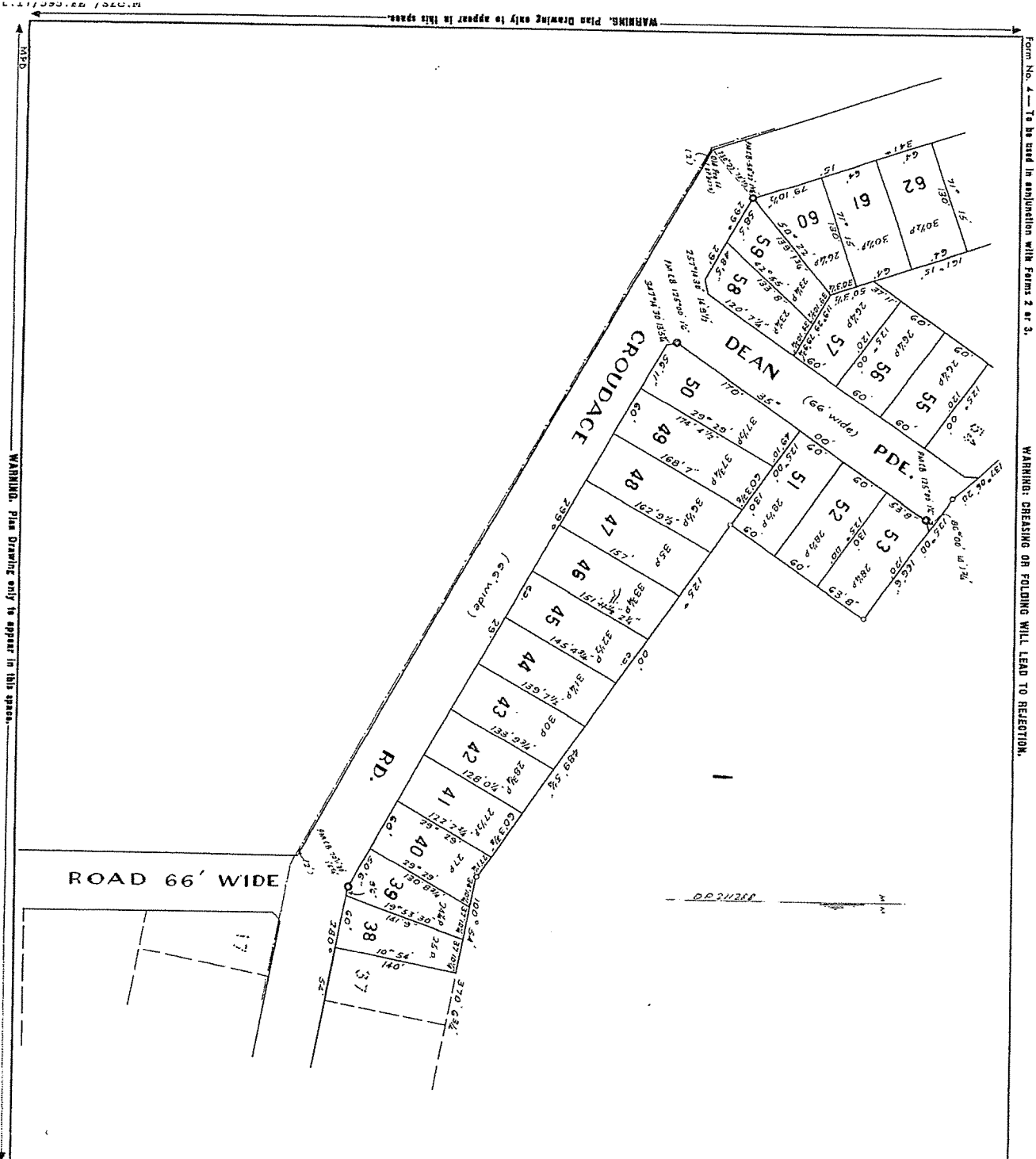
MPD

72

DP 211288 1/3 (E)

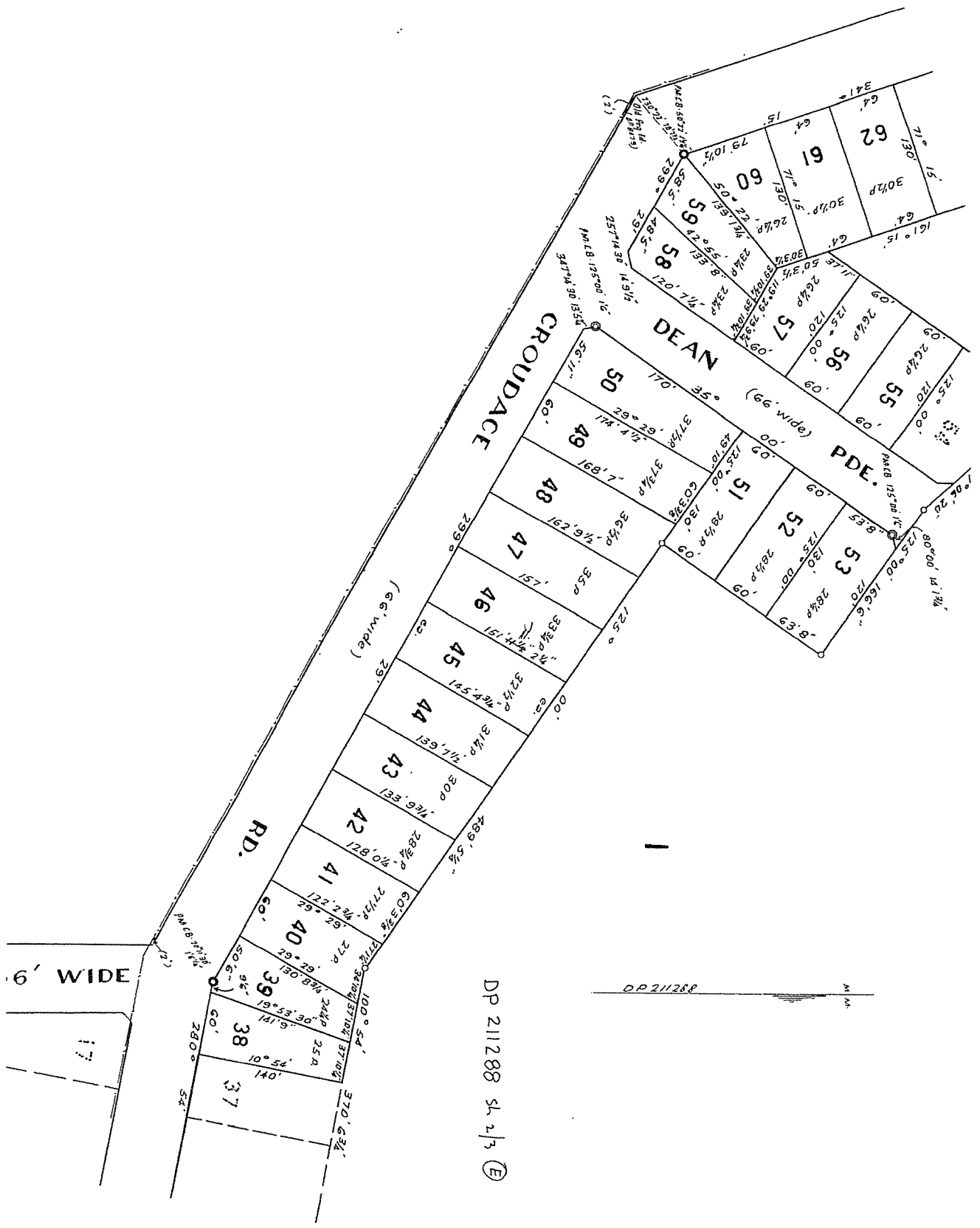
DP 211288

(PARTIAL) to Page PMc.B 12. 179° 35' 16" B



WARNING: Plan Drawing only to appear in this space.

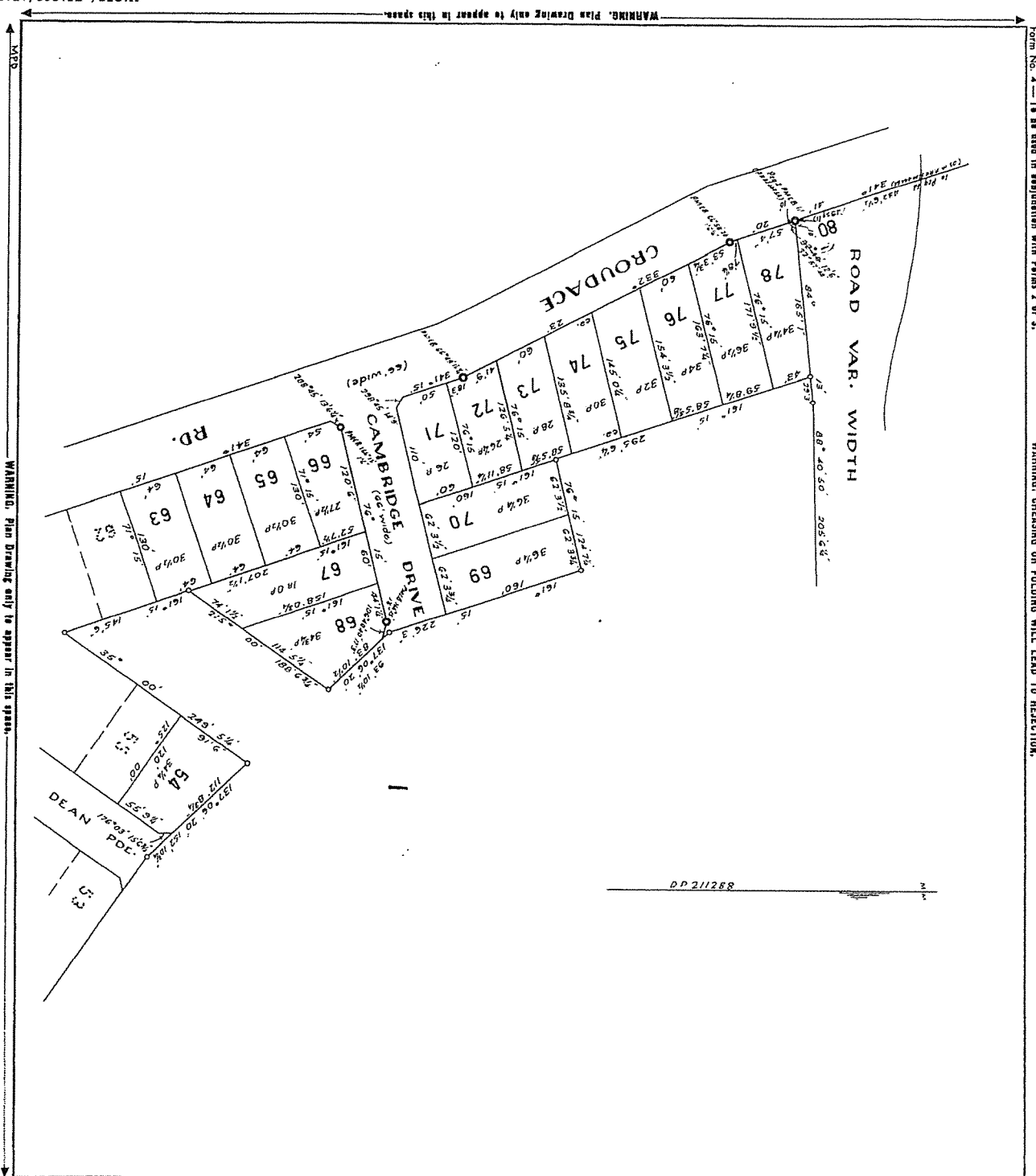
<p>Ⓔ DP211288</p>	
<p>Registered: <i>26762</i></p>	<p>This is Sheet 2 of my plan in 3.</p>
<p>Survey dated 3rd November, 1961</p>	<p>Sheets covered by my Certificate No. <i>2741-1961</i></p>
<p>This is Sheet <i>2</i> of the plan of <i>2741-1961</i></p>	<p>Survey registered under Statutory Act 1925, at London</p>
<p>at <i>2741-1961</i></p>	<p>Council Clerk.</p>
<p>Scale: 60 ft. to an inch</p>	<p>17</p>



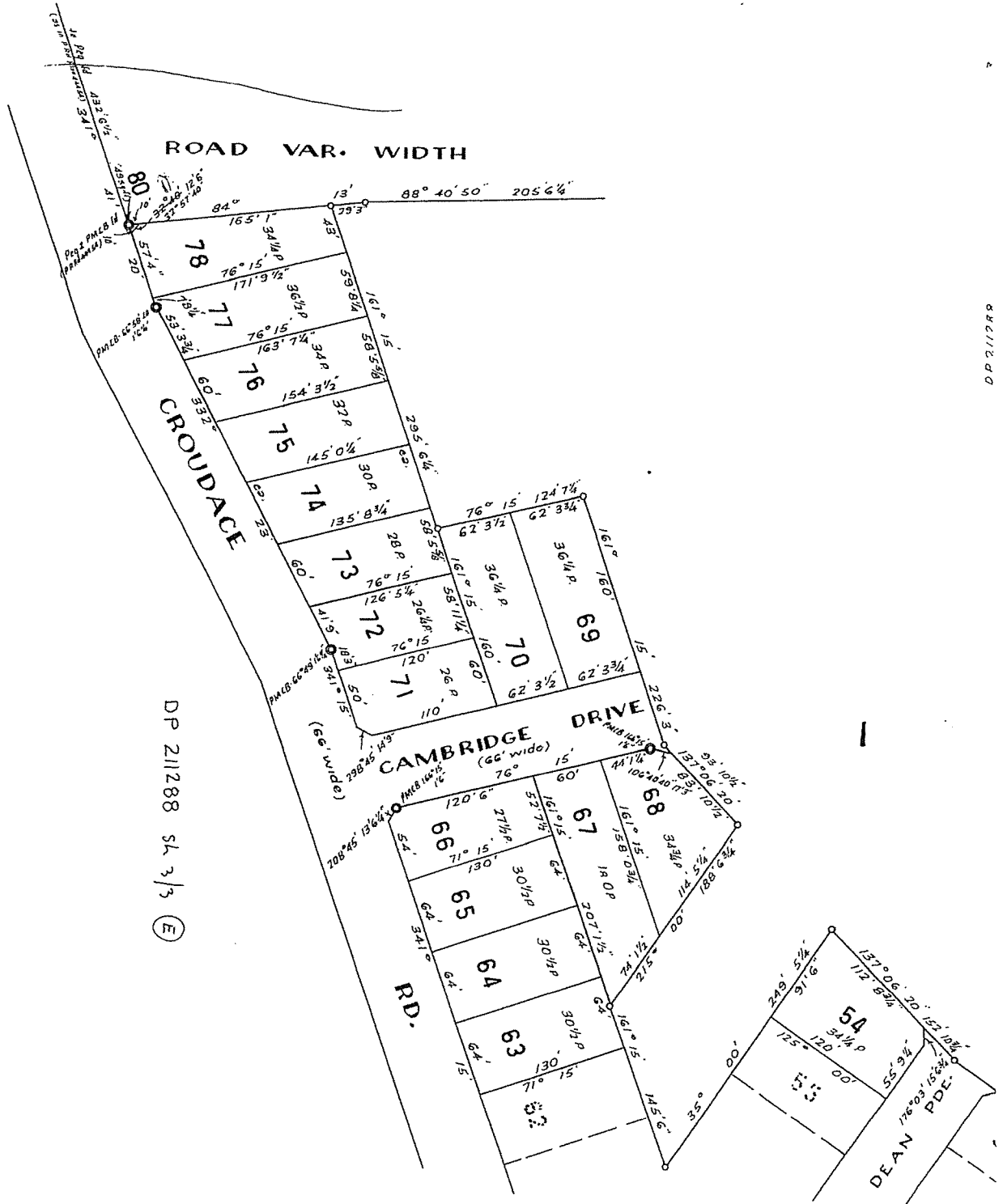
DP 211288 SL 2/3 E

DP 211288

1



E DP211288	
Registered:	26-742
This is Sheet... of my plan in... Sheet dated... November 1961	
This is Sheet... of the plan of... Sheet covered by my Certificate No... of... Council Clerk	
Scale: 60 ft. to an inch	



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

SIGNATURES AND SEALS ONLY.

Agreeing by the Sewall and Condit in accordance with the
provisions of Section 321 of the local Government Act, 1910,
Date, 27th November 1961.
Subscriber No. 2754
Cecil Clark

1910
1911
1912
1913
1914
1915
1916
1917
1918
1919
1920
1921
1922
1923
1924
1925
1926
1927
1928
1929
1930
1931
1932
1933
1934
1935
1936
1937
1938
1939
1940
1941
1942
1943
1944
1945
1946
1947
1948
1949
1950
1951
1952
1953
1954
1955
1956
1957
1958
1959
1960
1961
1962
1963
1964
1965
1966
1967
1968
1969
1970
1971
1972
1973
1974
1975
1976
1977
1978
1979
1980
1981
1982
1983
1984
1985
1986
1987
1988
1989
1990
1991
1992
1993
1994
1995
1996
1997
1998
1999
2000
2001
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
2025
2026
2027
2028
2029
2030
2031
2032
2033
2034
2035
2036
2037
2038
2039
2040
2041
2042
2043
2044
2045
2046
2047
2048
2049
2050
2051
2052
2053
2054
2055
2056
2057
2058
2059
2060
2061
2062
2063
2064
2065
2066
2067
2068
2069
2070
2071
2072
2073
2074
2075
2076
2077
2078
2079
2080
2081
2082
2083
2084
2085
2086
2087
2088
2089
2090
2091
2092
2093
2094
2095
2096
2097
2098
2099
2100
2101
2102
2103
2104
2105
2106
2107
2108
2109
2110
2111
2112
2113
2114
2115
2116
2117
2118
2119
2120
2121
2122
2123
2124
2125
2126
2127
2128
2129
2130
2131
2132
2133
2134
2135
2136
2137
2138
2139
2140
2141
2142
2143
2144
2145
2146
2147
2148
2149
2150
2151
2152
2153
2154
2155
2156
2157
2158
2159
2160
2161
2162
2163
2164
2165
2166
2167
2168
2169
2170
2171
2172
2173
2174
2175
2176
2177
2178
2179
2180
2181
2182
2183
2184
2185
2186
2187
2188
2189
2190
2191
2192
2193
2194
2195
2196
2197
2198
2199
2200
2201
2202
2203
2204
2205
2206
2207
2208
2209
2210
2211
2212
2213
2214
2215
2216
2217
2218
2219
2220
2221
2222
2223
2224
2225
2226
2227
2228
2229
2230
2231
2232
2233
2234
2235
2236
2237
2238
2239
2240
2241
2242
2243
2244
2245
2246
2247
2248
2249
2250
2251
2252
2253
2254
2255
2256
2257
2258
2259
2260
2261
2262
2263
2264
2265
2266
2267
2268
2269
2270
2271
2272
2273
2274
2275
2276
2277
2278
2279
2280
2281
2282
2283
2284
2285
2286
2287
2288
2289
2290
2291
2292
2293
2294
2295
2296
2297
2298
2299
2300
2301
2302
2303
2304
2305
2306
2307
2308
2309
2310
2311
2312
2313
2314
2315
2316
2317
2318
2319
2320
2321
2322
2323
2324
2325
2326
2327
2328
2329
2330
2331
2332
2333
2334
2335
2336
2337
2338
2339
2340
2341
2342
2343
2344
2345
2346
2347
2348
2349
2350
2351
2352
2353
2354
2355
2356
2357
2358
2359
2360
2361
2362
2363
2364
2365
2366
2367
2368
2369
2370
2371
2372
2373
2374
2375
2376
2377
2378
2379
2380
2381
2382
2383
2384
2385
2386
2387
2388
2389
2390
2391
2392
2393
2394
2395
2396
2397
2398
2399
2400
2401
2402
2403
2404
2405
2406
2407
2408
2409
2410
2411
2412
2413
2414
2415
2416
2417
2418
2419
2420
2421
2422
2423
2424
2425
2426
2427
2428
2429
2430
2431
2432
2433
2434
2435
2436
2437
2438
2439
2440
2441
2442
2443
2444
2445
2446
2447
2448
2449
2450
2451
2452
2453
2454
2455
2456
2457
2458
2459
2460
2461
2462
2463
2464
2465
2466
2467
2468
2469
2470
2471
2472
2473
2474
2475
2476
2477
2478
2479
2480
2481
2482
2483
2484
2485
2486
2487
2488
2489
2490
2491
2492
2493
2494
2495
2496
2497
2498
2499
2500
2501
2502
2503
2504
2505
2506
2507
2508
2509
2510
2511
2512
2513
2514
2515
2516
2517
2518
2519
2520
2521
2522
2523
2524
2525
2526
2527
2528
2529
2530
2531
2532
2533
2534
2535
2536
2537
2538
2539
2540
2541
2542
2543
2544
2545
2546
2547
2548
2549
2550
2551
2552
2553
2554
2555
2556
2557
2558
2559
2560
2561
2562
2563
2564
2565
2566
2567
2568
2569
2570
2571
2572
2573
2574
2575
2576
2577
2578
2579
2580
2581
2582
2583
2584
2585
2586
2587
2588
2589
2590
2591
25

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

FUEL INCHES		METERS	
-	9	0.229	
1	6 1/4	0.497	
1	6 1/2	0.464	
1	6 3/4	0.476	
1	6 1/4	0.516	
2	6	0.762	
6	1	1.094	
11	7	3.048	
10	7	3.031	
11	7	3.048	
10	1	4.212	
10	1 3/4	4.712	
5	5 1/2	4.712	
16	3 1/2	4.966	
17	1 3/4	5.262	
25	10 3/4	7.992	
25	10 1/4	10.928	
37	-	11.276	
37	2	11.328	
40	9 3/4	12.949	
50	7	15.416	
52	1 1/2	15.050	
52	10 1/2	17.326	
58	-	17.678	
59	5	18.151	
59	7	18.151	
60	-	18.200	
60	7	18.466	
61	2	18.584	
62	-	18.698	
63	6 3/4	19.523	
65	3 3/4	19.376	
66	-	20.117	
66	10 3/4	20.320	
68	-	20.384	
68	5	26.091	
85	5 1/4	28.042	
93	-	28.042	
95	10 1/2	30.480	
100	3	30.969	
100	3 1/2	31.622	
106	3	32.341	
106	3	32.385	
113	9	34.671	
115	3	35.933	
121	2 1/4	36.938	
121	2	37.484	
122	3 3/4	37.858	
126	7 1/4	38.729	
127	0 3/4	38.729	
127	6 1/2	38.875	
129	6 1/2	39.548	
130	3 1/2	39.764	
132	11 1/2	41.008	
132	11 1/2	41.923	
136	6 1/2	41.923	
137	6 1/2	42.050	
137	11 1/2	42.672	
140	-	43.490	
142	8 1/2	43.990	
142	11 1/4	44.367	
146	11	44.396	
146	6	45.390	
150	-	45.720	

CONVERSION TABLE ADDED IN

OP	FLY	INCHES	ST	1/3	CONTO	METRS
	152	10	3/4			46.603
	150	5	1/2			48.768
	160	7	1/4			48.992
	166	6				50.749
	183	5	3/4			55.982
	188	6				57.844
	198	-				60.380
	202	0	1/4			61.576
	203	10	1/2			61.836
	205	6	1/4			62.663
	217	3				66.182
	226	3				68.273
	248	5	3/4			70.273
	249	5	1/4			75.050
	295	5	1/4			89.916
	295	6	1/4			90.075
	301	8				91.846
	311	8	3/4			92.013
	370	6	3/4			112.947
	431	7	1/4			137.649
	467	5	1/4			142.573
	489	5	1/4			149.181
	522	3				159.286
	716	7	1/2			210.257
	1190	10				352.966
SC	88	P			SC	M
	-	16	1/4		461.6	
	-	25	1/2		631.7	
	-	33	3/4		841.3	
	-	38	1/4		663.9	
	-	26	1/2		670.5	
	-	27			682.9	
	-	37	1/4		688.2	
	-	55	1/2		720.6	
	-	28	3/4		721.2	
	-	39	1/2		746.1	
	-	29	3/4		752.5	
	-	30	1/2		771.4	
	-	38	3/4		782.5	
	-	33	1/4		815.7	
	-	35	1/2		847.3	
	-	14	1/2		1376	
	-	2			2151	
	-	21	1/2		4591	
AC	NO	P			HA	
	5	2	5/4		2.25	
	30	2	5/4		20.45	
SO	FT				SO	M
	49				4.6	
	50				4.6	

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

FLEET INCHES		METERS	
	W/S		W/S
1	6	0.457	
1	6 1/4	0.464	
1	7 1/4	0.469	
2	6	0.510	
3	6 1/4	0.610	
14	1 3/4	4.315	
14	9 1/2	4.509	
27	1 1/4	8.261	
30	3 1/4	9.227	
30	10 1/4	10.664	
39	1 1/4	11.259	
39	5 3/4	12.160	
39	10 1/4	14.757	
49	10	15.159	
50	3 1/2	15.359	
50	6	15.392	
50	10	15.398	
50	10	15.398	
50	5	17.405	
50	5	10.268	
60	3 3/8	10.374	
60	3 3/8	10.374	
60	3	10.406	
63	0	20.157	
64	7	20.157	
64	7 1/2	20.157	
79	9	24.357	
79	10 1/2	24.356	
85	6	29.108	
120	6	36.576	
120	7 1/4	36.760	
122	7 3/4	37.225	
130	0 1/4	39.051	
130	6 3/4	39.046	
133	1 3/4	40.553	
133	8	40.782	
133	9 3/4	40.786	
139	5 3/4	42.414	
139	9 1/4	42.414	
140	7 1/2	42.621	
180	7	42.621	
180	9	43.205	
183	4 3/4	44.317	
183	5 3/4	44.317	
183	2 1/4	46.002	
183	2 1/2	47.054	
183	3 1/2	47.054	
183	5 1/2	51.584	
186	7	51.795	
186	6	51.816	
190	4 1/2	53.150	
190	5 3/4	53.150	
190	5 3/4	112.947	
359	5 3/4	149.161	
AC RD	P	SG M	
-	23 1/4	590.1	
-	24 1/4	613.4	
-	25	632.3	
-	26 1/4	663.9	
-	27	692.2	
-	28 1/4	714.5	
-	28 1/2	720.6	
-	28 3/4	727.2	
-	30 1/2	759.8	
-	30 1/4	769.1	
-	33 1/2	822	
-	35 1/2	853.6	
-	35	853.6	
-	35 1/2	923.2	
-	37	946.5	
-	37 3/4	954.6	

CONVERSION TABLE ADDED IN
RECEIVED AS GENERAL'S DEPARTMENT

FEET INCHES		METERS	
UP	DOWN	UP	DOWN
1	6	0.257	0.457
1	6 1/4	0.464	0.464
6	7 1/4	2.013	2.013
7	8 1/4	2.343	2.343
10	9	3.048	3.048
10	9 1/4	3.148	3.148
14	9 3/4	4.123	4.123
14	9	4.496	4.496
15	6 3/4	4.744	4.744
17	3	5.256	5.256
18	3	5.363	5.363
20	3	5.415	5.415
26	3	6.715	6.715
43	4 1/4	13.106	13.106
44	1 1/4	13.443	13.443
50	-	15.240	15.240
52	7 1/2	16.040	16.040
53	3 3/4	16.250	16.250
54	-	16.459	16.459
57	1 1/4	17.071	17.071
57	-	17.478	17.478
58	5 5/8	17.021	17.021
58	7 5/8	17.576	17.576
58	11 3/4	17.964	17.964
59	8 1/4	18.198	18.198
60	-	18.468	18.468
60	1 1/2	18.565	18.565
62	3 3/4	19.507	19.507
64	-	19.507	19.507
64	-	20.117	20.117
66	-	22.593	22.593
74	1 1/2	22.565	22.565
93	10 1/2	27.062	27.062
93	10 1/2	27.062	27.062
93	10 1/2	27.062	27.062
112	6 3/4	30.350	30.350
112	6 3/4	30.350	30.350
114	5 1/4	30.681	30.681
120	-	35.576	35.576
120	6	37.179	37.179
124	7 1/4	38.258	38.258
126	5 1/4	38.258	38.258
135	6 3/4	41.270	41.270
145	0 1/4	41.202	41.202
145	6	44.346	44.346
152	10 3/4	46.603	46.603
154	3 1/2	47.028	47.028
154	3 1/2	48.174	48.174
160	-	48.174	48.174
163	7 1/4	49.667	49.667
163	7 1/4	50.531	50.531
171	9 1/2	52.362	52.362
188	6 3/4	57.474	57.474
188	6 3/4	62.643	62.643
200	3 1/2	64.921	64.921
227	5 1/4	76.029	76.029
249	5 1/4	90.075	90.075
295	6 1/2	131.039	131.039
432	6 1/2	1012	1012

CONVERSION TABLE ADDED IN

SO FT	SO M
4.9	4.6

Mar. 50
126



New South

MEMORANDUM FOR THE PRESIDENT
SUBJECT: [Illegible]
DATE: [Illegible]
BY: [Illegible]

(REAL PROPERTY ACT, 1900) 1181134

~~6145100~~

FEE SIMPLE.

THE NEWCASTLE WALLSEND COAL COMPANY a Company duly incorporated by Act of Parliament and carrying on business at Sydney and elsewhere in the State of New South Wales (herein called Transferror Company) 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

SIXTY FIVE POUNDS (£65: 0: 0) (the receipt whereof is hereby acknowledged)
paid to it by JOHN ATKINSON BENNETT OLSEN of Wallasey, Boiler Maker and
ORLENA OLSEN his wife (hereinafter called the Directing parties) AND IN
further consideration of one hundred and sixty three pounds seventeen shil-
lings and sixpence (£163 17 6) (the receipt whereof is hereby acknowledged)
said Robert Selby Bonds of Wallasey, the Clerk of the said Company, to the
said directing parties testified by their executing these presents
(herein called the "Company")

Doth hereby transfer to the said Transferee
ALL such its Estate and Interest in ALL the land mentioned in the Schedule following:

County	Parish	State if whole or part	Vol.	Page
Northumberland	Kahibah	being the whole of the land being the bounded section as shown on the annexed plan No. 1 and marked A	2548	64

PLAN REFILED IN
PLAN ROOM ASTR
928666.

RESERVING to the said Transferor Company and its sequels in title and assigns or Coal and other minerals not including any minerals reserved to the Crown lying in and under the land hereby transferred TOGETHER with all necessary and proper rights underground rights of way and other underground rights powers and easements to enable it or them to get win work and convey all Coal minerals and other materials belonging to it or them from and to the workings of its or their mines within the Municipality of Wallsend and the Shires of Lake Macquarie and Tarro AND the said Transferee Doth hereby for himself his heirs executors administrators and assigns and transferees or other the registered proprietor for the time being of the land hereby transferred covenant with the said Transferor Company its and their sequels in title and assigns or other the registered proprietor for the time being of the land adjoining the land hereby transferred as follows (THAT the said Transferor Company its sequels in title or assigns or other the registered proprietor for the time being of the land adjoining the land hereby transferred shall not be liable to the said Transferee his sequels in title or assigns or other the registered proprietor or proprietors for the time being of the land hereby transferred for any pitfalls or subsidences which may have already or which may hereafter take place on or under the land hereby transferred or on any other land adjacent thereto or for any damage or nuisance occasioned thereby) AND THAT the said Transferee his sequels in title or assigns or other the registered proprietor or proprietors for the time being of the land hereby transferred will for the benefit of the adjoining land of the said Transferor Company abstain from using the land hereby transferred for any purpose requiring the erection of any fence dividing the land hereby transferred from such adjoining land without first obtaining the consent of the said Transferor Company in writing but such consent shall not be necessary whenever any such fence shall be erected and maintained without expense to the said Transferor Company AND THAT he or they will not carry on or permit to be carried on upon the land hereby transferred or any part thereof any chemical works or any noxious noisome dangerous or offensive art trade business occupation of pulling AND LASTLY purdant to Section 88 of the "Conveyancing Act 1919" it is hereby declared (a) That the land to which the benefit of the last two preceding covenants are intended to be appurtenant is the residue of the land as shown on the plan of the land in Title Volume 2548 Folio 64 (b) That the land which is subject to the burden of such covenants is the whole of the land comprised in this Transfer; (c) That the said Transferor Company its sequels in title or assigns are the parties by whom or by whose consent the said covenants may be released varied or modified. (d) That the land to which the benefit of the foregoing easements are intended to be appurtenant is the residue of the land comprised in Certificate of Title Volume 2548 Folios 64, 65

and 66 and Certificates of Title Volume 45 folio 17, Volume 862 Folio 232, Volume 3827 folio 206, Volume 2950 folio 147, Volume 2981 folio 196, Volume 2998 folio 319, Volume 3355 folio 161, Volume 3503 folio 143, Volume 3381 folio 140, Volume 3435 folio 151, Volume 3567 folio 229, Volume 3553 folio 230, Volume 3686 folio 164, Volume 3651 folio 77, Volume 3637 folio 84, Volume 3804 folio 114, Volume 3704 folio 176, Volume 3821 folio 179, Volume 3788 folio 25, Volume 3855 Volume 3855 folio 211, Volume 3980 folio 206, Volume 4070 folio 47, Volume folio 237, Volume 4082 folio 46, Volume 4048 folio 120, Volume 4144 folio Volume 4141 folio 232, Volume 4253 folio 153, Volume 4258 folio 179, Volume folio 179, Volume 4367 folio 165, Volume 4402 folio 205, and the whole of land comprised in Certificate of Title Volume 3441 folio 133, Conveyance 1313 number 272. (e) That the land which is subject to the burden of the said easements is the whole of the land comprised in this transfer. (f) That the said Transferrer Company its sequels in title or assigns are the parties by whom or by whose consent the said easements may be released varied or modified.)
See annexure "A"

ENCUMBRANCES, &c., REFERRED TO.

RESERVATIONS to the Crown as contained in the original Grant or Grants and also noted on the said Certificate of Title.

IN WITNESS whereof the Common Seal of The Newcastle Wallsend Coal Company was hereto affixed at Sydney the *Eighth* day of *September* 1937

The Common Seal of The Newcastle Wallsend Coal Company was hereunto affixed by order of the Directors present at and forming a Board of Directors of the said Company in the presence of

St. John, Skerrett
W. T. Wilson
J. Cairns
Thos. Allan

Wilson
Secretary

Transferrors.

We direct the within transfer

SIGNED in my presence by the said
JOHN ATKINSON BENNETT OLSEN and
CRISTINA OLSEN who are personally
known to me.

J. B. Olsen
C. Olsen

Alan St. John
Secy Sydney

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Signed in my presence by the Transferee
WHO IS PERSONALLY KNOWN TO ME

Robert S. Dadds
W. A. W. W. W.

Robert S. Dadds
Transferee.

ANNEXURE "A"

Reserving to the Transferror Company the right to maintain on the said land for such time as the Transferror Company shall require the poles carrying the transmission power line cables together with such cables at present erected on the said land AND TOGETHER WITH full right and liberty for the Transferror Company its servants work-men agents and all other persons authorised by it from time to time and at all times to enter upon the said land with or without horses and other animals carts and other vehicles poles cables wire tools and all necessary implements for the purpose of repairing maintaining and/or renewing the said poles and cables with power to fell any trees that the Transferror Company may consider may cause damage to the cables or otherwise and generally to do any work necessary for any of the purposes mentioned.

And the said Transferee doth hereby for himself his heirs executors administrators and assigns and transferees or other the registered proprietor for the time being of the land hereby transferred covenant with the said Transferror Company its and their sequels in title and assigns or other the registered proprietor for the time being of the land adjoining the land hereby transferred as follows:-

(a) That the Transferror Company its sequels in title and assigns or other the registered proprietor for the time being of the lands adjoining the lands sold as aforesaid shall not be liable to the Transferee his sequels in title or assigns or other the registered proprietor for the time being of the land transferred for any costs and/or damages whatsoever arising out of anything relating to or in any way connected with the said poles and/or power line cables.

(b) That no fence or other structure of any description whatever or wire or rope shall be attached to the said poles.

(c) That all trees growing within a reasonable distance of the said poles shall either be felled or kept cut back sufficiently to avoid falling on or coming in contact with the said Cables.

PURSUANT to Section 88 of the Conveyancing Act 1919-1930 IT IS HEREBY DECLARED

(1) (a) That the land to which the benefit of the preceding covenants and restrictions are intended to be appurtenant is the residue of the land as shown in Certificate of Title Volume 2548 Folio 64.

(b) That the land which is subject to the burden of such covenants and restrictions is the whole of the land comprised in this Transfer.

(c) The persons having the right to release, vary or modify the covenants and restrictions other than the persons having in the absence of agreement to the contrary the right by law to release vary or modify the covenants or restrictions is the Transferror Company.

(d) The persons whose consent to a release variation or modification of the covenants and restrictions is the Transferror Company.

PURSUANT TO Section 88 of the Conveyancing Act 1919-1930 IT IS HEREBY DECLARED

2. (a) That the land to which the benefit of the preceding easements are intended to be appurtenant is the residue of the land as shown in Certificate of Title Volume 2548 Folio 64.

(b) That the land which is subject to the burden of such easements is the whole of the land comprised in this Transfer.

(c) The persons having the right to release vary or modify the easements other than the persons having absence of agreement to the contrary the right by law to release vary or modify the easements is the Transferror Company

(d) The persons whose consent to a release variation or modification of the easement is the Transferror Company.

Agnes P. Plummer
Robert S. Danks
John O'Brien

Robert S. Danks

John O'Brien
O'Brien

3

Municipality/Share of Wallsend C181792

Certificate of New Road or Subdivision

LOCAL GOVERNMENT ACT, 1919, SEC. 327, ORDINANCE No. 32 FORM 1.

Certificate No. 8/1930 COUNCIL CHAMBERS,

Wallsend

19th December, 1930

APPLICANT

(Name) Newcastle Wallsend Coal Company

(Surname First)

(Address) Wallsend

(Name) -----

(Address) as above

NEW ROAD (Particulars) -----

addition to Jubilee road and Watkins road.

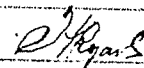
SUBDIVISION (Particulars) part of the land in C.T. Vol 2548 Fol 64


CERTIFICATE

"I hereby certify that the requirements of the Local Government Act, 1919, (other than requirements for the registration of plans) have been complied with by the above-named applicant in relation to the proposed subdivision above described,

(Insert New Road or Sub-Division)

and more particularly set out on the accompanying plan bearing the Council's Seal and marked "Covered by Council Clerk's Certificate No. 8 of 1930"


Town Clerk



C181792

No. ~~C148490~~

Lodged by

(Name)

ALAN T. STEWART

Solicitor,

7 Wynja.

(Address)

SYDNEY.

MEMORANDUM OF TRANSFER of

2 Acres 1 roods perches

Part of 2560 acres (No. 9484)

Julien & Watkins Road

Wallsend

Parish of Kibler County Northumberland

Subject of allodial title under right of

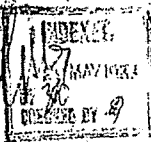
Robert Selby & Sons Transferree.

Particulars entered in Register Book, Vol. 2548

Fol. 64

the 26th day of May 1933 192
at minutes 4 o'clock
in the afternoon.

Register



PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch ..	STH	26/5/33
Received from Records ..	STH	31/5/33
Draft written ..	STH	31/5/33
Draft examined ..	STH	31/5/33
Diagram prepared ..	STH	31/5/33
Diagram examined ..	STH	31/5/33
Draft forwarded ..	STH	31/5/33
Supt. of Engrossers ..	STH	31/5/33
Cancellation Clerk ..	STH	31/5/33
Vol. 4578	147	
Diagram Fees ..		
Additional Folios ..		

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., N/V'gor, etc.

25 MAY 1936



B 20536A

B 20536A

NEW SOUTH WALES

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)

 PLAN REFILED IN
 PLAN ROOM AS F.P.
333017

THE NEWCASTLE WALLSEND COAL COMPANY a Company duly incorporated by Act of Parliament and carrying on business at Sydney and elsewhere in the State of New South Wales (herein called Transferror Company) 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 Seventy five pounds seven shillings and twopence (£75.7.2) (the receipt whereof is hereby acknowledged paid to it by JAMES BAYS DUNCAN of South Wallsend Painter (herein called Transferee) DOETH hereby transfer to the said Transferee ALL such its Estate and Interest in ALL THE land mentioned in the Schedule following:-

County	Parish	State if whole or part	Vol.	Fol.
Northumberland	Kahibah	Part and being firstly Lot 17A on Deposited Plan No. 17677 and secondly the land edged red as shown on the plan annexed hereto and marked "A"	2548	64

RESERVING to the said Transferror Company and its sequels in title and assigns firstly all Coal and other minerals not including any minerals reserved to the Crown lying in and under the land hereby transferred TOGETHER with all necessary and proper rights underground rights of way and other underground rights powers and easements to enable it or them to get win work and convey all Coal minerals and other materials belonging to it or them from and to the workings of its or their mines within the Municipality of Wallsend and the Shires of Lake Macquarie and Tarro AND secondly the right from time to time and at all times to convey and/or drain into and upon the site of the natural water course on the land hereby transferred the present position of which is shown on the said plan and by such method as the Transferror Company shall deem suitable the water pumped or otherwise removed or issuing from the Transferror Company's Wallsend Colliery TOGETHER with the right for the Transferror Company its servants and workmen to enter upon the said land from time to time with all necessary plant and material and with or without horses and other animals carts and other vehicles laden or unladen for the purpose of performing any necessary work in connection with the conveying and/or draining the said water into and upon the site of the natural watercourse AND the said Transferee DOETH hereby for himself his heirs executors administrators and assigns and transferees or other the registered proprietor for the time being of the land hereby transferred covenant with the said Transferror Company its and their sequels in title and assigns or other the registered proprietor for the time being of the land adjoining the land hereby transferred as follows THAT the said Transferror Company its sequels in title or assigns or other the registered proprietor for the time being of the land adjoining the land hereby transferred shall not be liable to the said Transferee his sequels in title or assigns or other the registered proprietor or proprietors for the time being of the land hereby transferred for any pitfalls or subsidences which may have already or which may hereafter take place on or under the land hereby transferred or on any other land adjacent thereto or for any damage or nuisance occasioned thereby AND THAT the said Transferee his sequels in title or assigns or other the registered proprietor or proprietors for the time being of the land hereby transferred will for the benefit of the adjoining land of the said Transferror Company abstain from using the land hereby transferred for any purpose requiring the erection of any fence dividing the land hereby transferred from such adjoining land without first obtaining the consent of the said Transferror Company in writing but such consent shall not be necessary whenever any such fence shall be erected and maintained without expense to the said Transferror Company AND THAT he or they will not carry on or permit to be carried on upon the land hereby transferred or any part thereof any chemical works or any noxious noisome dangerous or offensive art trade business occupation or calling AND LASTLY pursuant to Section 88 of the Conveyancing Act 1912-1932 it is hereby

A

0139181

Municipality/Shire of Wallsend

C138151

icate of New Road or Subdivision

LOCAL GOVERNMENT ACT, 1919, SEC. 327, ORDINANCE No. 12 FORM L

No. 4/1231

COUNCIL CHAMBERS.

Wallsend

16/2/1931

19

BY

(Name) The castle Wallsend Coal Company
(Surname First)

(Address) Wallsend.

(Name)

as above

(Address)

D (Particulars)

nil

SION (Particulars)

part of the land in C.T. Vol. 2548 Fol 64

ph Karibeh

Cty Northumberland

B

CERTIFICATE

I hereby certify that the requirements of the Local Government Act, 1919, (other than
requirements for the registration of plans) have been complied with by the above-named
in relation to the proposed subdivision above described,
(Insert New Road or Sub-Division)

particularly set out on the accompanying plan ~~xxxxxx~~ xxxxxx ~~xxxxxx~~ xxxxxx
"Covered by Council Clerk's Certificate No. 4 of 1931"

W. H. H. H.

Town/Ship Clerk

C439184

declared (a) That the land to which the benefit of the last two preceding covenants are intended to be appurtenant is the residue of the land comprised in Certificate of Title Volume 2548 Folio 64 (b) That the land which is subject to the burden of such covenants and the foregoing easements is the whole of the land comprised in this Transfer (c) That the land to which the benefit of the foregoing easements are intended to be appurtenant is the residue of the land comprised in Certificates of Title Volume 2548 Folios 64, 65 and 66 and Certificates of Title Volume 45 Folio 17, Volume 862 Folio 23, Volume 3227 Folio 205, Volume 2930 Folio 147, Volume 2981 Folio 196, Volume 2998 Folio 119, Volume 3355 Folio 161, Volume 3503 Folio 143, Volume 3381 Folio 140, Volume 3435 Folio 151, Volume 3567 Folio 229, Volume 3553 Folio 230, Volume 3636 Folio 164, Volume 3651 Folio 77, Volume 3637 Folio 84, Volume 3804 Folio 114, Volume 3704 Folio 176, Volume 3821 Folio 179, Volume 3788 Folio 25, Volume 3855 Folio 63, Volume 3855 Folio 211, Volume 3980 Folio 206, Volume 4070 Folio 47, Volume 4087 Folio 237, Volume 4032 Folio 46, Volume 4048 Folio 120, Volume 4144 Folio 220, Volume 4141 Folio 232, Volume 4253 Folio 153, Volume 4238 Folio 179, Volume 4367 Folio 165, Volume 4402 Folio 205, and the whole of the land comprised in Certificate of Title Volume 3441 Folio 133, Conveyance Book 1313 number 2 72. (d) That the said The Newcastle Wallsend Coal Company or its successors are the parties by whom or by whose consent the said covenants and foregoing easements may be released varied or modified

ENCUMBRANCES &c., REFERRED TO

Reservations to the Crown as contained in the original Grant or Grants and also noted on the said Certificate of Title

IN WITNESS whereof the Common Seal of The Newcastle Wallsend Coal Company was hereto affixed at Sydney the *thirtieth* day of *April* 1956

The Common Seal of The Newcastle Wallsend Coal Company was hereto affixed by order of the Directors present at and forming a Board of Directors of the said Company in the presence of

H. A. J. Morgan
J. T. Wilson
J. Wilson
H. W. Stok
Transferors

Alison
Secretary

Accepted and I hereby certify this Transfer to be correct for the purposes of the Real Property Act

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

J. H. Jones

James Boyd Duncan

James Boyd Duncan

James Boyd Duncan
Transferree

57967
 No. C.4391914....
 Folio 2 of 2
 2 Acres 2 perches 3/4
 Lot 17A 20/17677 and land adjoining
 Shire of Wellington
 Municipality of Wellington
 Parish of Kaitake County of Northland
 James Briggs
 Transferee
 Registered by
 (Name) Humphrey Webb
 (Address) 276 George St.
 Sydney

Particulars entered in Register Book Vol. 2548.
 Fol. 641
 the 19th day of June 1936
 at 10 minutes of 10 o'clock
 in the fore noon
 Per Registrar General

Plan of L.C. Co.

INDEXED
 19 JUN 1936
 PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records	622	
Draft written	691	12/6
Draft examined	76	15/6
Diagram prepared	93	14/6
Diagram examined	76	14/6
Draft forwarded	76	18/6
Supt. of Engravers	76	25/6
Cancellation Clerk		

 Vol. 4770 Fol. 81

folios

DOCUMENTS LOANED FROM
 No. Regd. Propr.
 1156-30, etc.

12437/1



F570079X

MEMORANDUM OF TRANSFER

(REAL PROPERTY)

5215 110

FEE SIMPLE

THE NEWCASTLE WALLSEND COAL COMPANY a Company duly incorporated by act of Parliament of the State of New South Wales (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 THREE HUNDRED AND EIGHTY THREE POUNDS SIX SHILLINGS AND THREEPENCE (£383.6.3) (the receipt whereof is hereby acknowledged) paid to it by THOMAS LEWIS of Wallsend (the receipt whereof is hereby acknowledged) and in consideration of the sum of ONE THOUSAND ONE HUNDRED AND FIFTY POUNDS (£1150) paid to the said Thomas Lewis by LAMBTON CENTRAL COLLIERIES PTY. LIMITED (herein called the Transferee) DOTH HEREBY with the consent and by the direction of the said Thomas Lewis testified by his execution hereof: BOTH

(herein called "Transferee")

Doth hereby transfer to the said Transferee

All such its Estate and Interest in ALL THE land mentioned in the Schedule following:

County	Parish	State if whole or part	Vol.	Folio
Northumberland	Kahibah	Part and being <u>Lot the land shown on the plan annexed as above in hereto and marked "A" and then in Deposited Plan No. 377607</u>	5215	110

PLAN REFILED
PLAN ROOM A8

377607

EXCEPTING thereout all Coal and other minerals lying in the said land other than minerals reserved to the Crown AND RESERVING to the Transferor full and free right and liberty in the course of or as the result of mining operations to let down the surface of the land hereby transferred and the buildings and other improvements thereon without being liable to make any compensation for any damage done or nuisance occasioned thereby to the Transferee or the Lessees or tenants of the Transferee AND the Transferee DOTH HEREBY covenant with the Transferor THAT the Transferee will not use the land hereby transferred for any purpose requiring the erection of any fence dividing the land hereby transferred from the adjoining land of the Transferor without first obtaining the consent in writing of the Transferor PROVIDED that such consent as aforesaid shall not be necessary when any fence as aforesaid shall be erected and maintained without expense to the Transferor AND that the Transferee will not carry on or permit or suffer to be carried on upon the land hereby transferred or any part thereof any chemical works or any noxious or offensive art trade business occupation or calling AND IT IS HEREBY DECLARED

- That the land to which the benefit of the first of the foregoing covenants is appurtenant is the land comprised in residue of the Deposited Plan No. 377607 Certificate of Title Volume 5215 Folio 110.
- That the land to which the benefit of the second of the foregoing covenants is appurtenant is the residue of the land comprised in Certificate of Title Volume 5215 Folio 110
- That the land to which the benefit of the foregoing easement is appurtenant is the residue of the land in Certificates of Title Volume 5215 Folio 110

PLAN REFILED IN PLAN ROOM AS DP377607

ENCUMBRANCES, &c., REFERRED TO.

RESERVATIONS to the Crown as contain in the original Grant or Grants and also noted on the said Certificate of Title.

IN WITNESS whereof the Common Seal of The Newcastle Wallsend Coal Company was hereto affixed at Sydney the 5th day of July 1957.

The Common Seal of The Newcastle Wallsend Coal Company was hereunto affixed by order of the Directors present at and forming a Board of Directors of the said Company in the presence of

Thomas Wilson
Secretary

Mr. Wilson
Mr. Hales
J. G. G. G.
E. J. G. G.

Transferor

T. Lewis

Signed in my presence by Thomas Lewis who is personally known to me

I Direct this Transfer.

Thomas Wilson
Mr. Hales
Mr. G. G. G.
Mr. J. G. G.

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Johnstone

Transferees and Directors.

THE COMMON SEAL of LAMBTON CENTRAL COLLIERIES PTY. LIMITED was affixed hereto by the authority of the Directors in the presence of:

Thomas Wilson
Secretary.



F 570079

No.

Lodged by

(Name)

(Address)

INDEXED	MEMORANDUM OF TRANSFER <i>Permitting oil & gas minerals being easement to be down to surface Subject to comment</i>
Checked by <i>W. H. Bell</i>	PARTICULARS ENTERED IN REGISTER BOOK Volume <i>5215</i> Folio <i>110</i>
Passed (in S.D.B.) by	the <i>23rd</i> day of <i>July</i> 19 <i>52</i> at
Signed by	<i>minutes past 12 o'clock in the noon</i> <i>J. H. Bell</i> REGISTRAR GENERAL

DOCUMENTS LODGED HEREWITH
To be filled in by person lodging dealing.

1	Received Docs. Nos.
2	
3	
4	
5	Receiving Clerk
6	
7	

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written	<i>W. H. Bell</i>	<i>12/1</i>
Draft examined		
Diagram prepared	<i>W. H. Bell</i>	<i>16-7-52</i>
Diagram examined		
Draft forwarded	<i>W. H. Bell</i>	<i>17/7</i>
Supt. of Engrs.	<i>W. H. Bell</i>	<i>17/7</i>
Cancellation Clerk	<i>W. H. Bell</i>	<i>17/7</i>
Vol. <i>6338</i>	<i>30</i>	
Diagram Fees		
Additional Polios		

EXTRA FEES
10/-
JUL 28 1952
EVEN FALLS

Certificate of New Road or Subdivision

LOCAL GOVERNMENT ACT, 1919, SEC. 327, ORDINANCE No. 32 FORM 1.

Certificate No. 1171

CITY HALL,

NEWCASTLE, N.S.W.

24th. July, 19 46.

APPLICANT

(Name) THE COLLIERY SUPERINTENDENT.
(Surname First)

(Address) THE NEWCASTLE WALLSEND COAL
COMPANY.

F 570079

WALLSEND.

OWNER

(Name) THE NEWCASTLE WALLSEND COAL COMPANY.

(Address) WALLSEND.

NEW ROAD (particulars of) NIL.

SUBDIVISION (particulars of) Land in C.T.Vol. 5215. Fol. 110. being
part of Portion 9 (Ph.). Croudace Road,
South Wallsend.

CERTIFICATE

I hereby certify that the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans) have been complied with by the above-named applicant in relation to the proposed subdivision above described, and more particularly set out on the accompanying plan ~~herein~~ ~~marked~~ and marked "Covered by Town Clerk's Certificate No. 1171 of 24th. July, 1946."

Official Receipt No. 47959.

Amount 10/-d.

Date 29. 10. 45.

[Signature]
Town Clerk



(Trusts must not be disclosed in the transfer.)
Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.

R.P. 13A. No. **J 95254**

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



Fees:— £ s. d.
Lodgment : :
Endorsement : :
Certificate : :
Stamp Duty : :
£ 3.10

CITY OF NEWCASTLE PROPERTY INVESTMENTS LIMITED

(herein called transferor)

a If a less estate, strike out "in fee simple" and interline the required alteration.

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 ~~which is the same consideration shown in the receipt whereof is hereby acknowledged~~ **EIGHTY EIGHT THOUSAND POUNDS (£88,000) with other amounts** paid to it by

COPACARANA PROPERTIES PTY. LIMITED

do hereby transfer to

b Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

COPACARANA PROPERTIES PTY. LIMITED

(herein called transferee)

c The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being Lot etc. D.P. " or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. Fol. "

(Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.)

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
<u>NORTHUMBERLAND</u>	<u>KAHIBAH</u>	<u>PART</u>	<u>6538</u>	<u>30</u>	BEING the residue of the land in Certificate of Title Vol. 6538 Fol. 30 after excluding thereout Lots 1, 56, 79, 80, 82, 83 and 84 in D.P. No. 211288.
<u>NORTHUMBERLAND</u>	<u>KAHIBAH</u>	<u>PART</u>	<u>4640</u>	<u>185</u>	BEING the residue of Lot 77 in D.P. No. 8479 after excluding thereout Lot 81 in D.P. 211288. *

* BEING LOT 2-17 and 25-26. BEING LOTS 8-35 and 37-38 incl 25-28-32.

(5)

J 9554

And the transferee covenant(s) with the transferor doth hereby covenant for itself its successors and assigns with the transferor its successors and assigns for the benefit of any adjoining land owned by the transferee, viz. Lot 72 in Deposited Plan No. 8479, but only during the ownership thereof by the Transferor its successors and assigns (other than purchasers on sale) that no fence shall be erected on the land hereby transferred to divide it from such adjoining land without the consent of the transferor its successors or assigns but such consent shall not be withheld if such fence is erected without expense to the transferor its successors or assigns And in favour of any person dealing with the transferee or its assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

Strike out if unnecessary, or suitably adjust,
(i) If any easements are to be created or any exceptions to be made; or
(ii) If the statutory covenants implied by the Act are intended to be varied or modified.
Covenants should comply with the provisions of Section 53 of the Conveyancing Act, 1919-1924.

And this restriction may be released varied or modified by the owner or owners for the time being of Lot 72 in Deposited Plan No. 8479.

The benefit of the foregoing covenant shall be appurtenance to the said Lot 72 in Deposited Plan No. 8479.

The burden of the foregoing covenant is upon the land hereby transferred.

ENCUMBRANCES, &c., REFERRED TO

Reservations, easements, exception, covenants and conditions as contained in and endorsed on the said Certificates of Title including:-

- (a) Reservations of all mines of gold and of silver;
- (b) Easement for Transmission Line appurtenant to the land in Certificate of Title Volume 6538 Folio 30 over the piece of land 10' wide hatched in red over yellow colour in Certificate of Title Volume 5215 Folio 100 as reserved in Transfer No. G181792;
- (c) Easement for drainage appurtenant to the land in Certificate of Title Volume 5215 Folio 110 over the natural water courses hatched blue over yellow colour, as noted on Certificate of Title Volume 5215 Folio 110 as reserved in Transfer No. C439184;
- (d) Exception of coal and other minerals as reserved in Transfer No. F570079;
- (e) Easement of let down surface as contained in Transfer No. F570079;
- (f) Covenant contained in Transfer No. F570079; ✓
- (g) Reservations of coal and other minerals as contained in Transfer No. J267497. ✓

If the Transferee or Transferees sign by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferee is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 168 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:-

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Deeds 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 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 such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and 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.

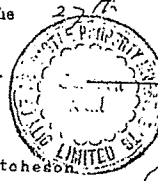
Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

Signed at Newcastle

the 27th day of June 1962

Signed in my presence by the transferor
THE COMMON SEAL OF CITY OF
~~XXXXXXXXXXXXXXXXXXXX~~
NEWCASTLE PROPERTY INVESTMENTS
LIMITED was hereunto affixed
by authority of the Directors
previously given and in the
presence of Robert Edward Black Hatcheson
duly authorised in that behalf

SECRETARY



Transferor.*

John Dean
Director
Kenneth H. Dean
Director

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act



Signed in my presence by the transferor
THE COMMON SEAL OF COPACABANA
~~XXXXXXXXXXXXXXXXXXXX~~
PROPERTIES PTY. LIMITED was
hereunto affixed by authority
of the Directors and in the
presence of

Acting Secretary

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum where by 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—

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

* 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 is signed or acknowledged before one of these parties.

Appeared before me at the day of one thousand
nine hundred and the attesting witness to this instrument
and declared that he personally knew the person
signing the same, and whose signature thereto 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.

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected 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.

16357RP1

No. **J 95254**

LODGED BY HICKSON LAKEMAN & HOLCOMBE
SOLICITORS
13-15 O'CONNELL ST.
SYDNEY.

FEES.

The Fees, which are payable on lodgment, are as follows:—
(a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £2 2s. 6d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 6s. is made for every Certificate of Title or Crown Grant after the first.
(b) A supplementary charge of 10s. is made in each of the following—
(i) where a restrictive covenant is imposed; or
(ii) a new easement is created; or
(iii) a partial discharge of mortgage is endorsed on the transfer.
(c) Where a new Certificate of Title must issue the scale charges are—
(i) £2 for every Certificate of Title not exceeding 16 folios and without diagram;
(ii) £2 10s. 6d. for every Certificate of Title not exceeding 16 folios with one simple diagram;
(iii) as approved where more than one simple diagram, or an extensive diagram will appear.
Where the engrossing exceeds 16 folios, an amount of 6s. per folium, extra fee is payable.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____
Received Docs.
Nos.
Receiving Clerk.

PARTIAL DISCHARGE OF MORTGAGE.
(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 discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or 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.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

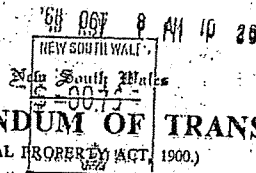
INDEXED	MEMORANDUM OF TRANSFER <i>Covenant</i>
Checked by <i>[Signature]</i>	Particulars entered in Register Book. Vol. <u>4640</u> Folio <u>185</u> " <u>6538</u> " <u>30</u>
Passed (in S.D.B.) by <i>[Signature]</i>	the <u>17th</u> day of <u>August</u> 19 <u>62</u> at <u>50</u> minutes past <u>2</u> o'clock in the <u>after</u> noon.
Signed by <i>[Signature]</i>	<i>[Signature]</i> Registrar-General

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		
Vol.		Fol.



No. 227983



R.P. 13A

Fees:—

Lodgment
Endorsement

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

I, COPACABANA PROPERTIES PTY. LIMITED,
11 Loftus Street, Sydney.

This form may be used where new restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

All blanks should be ruled up before signing.

a If a less estate, strike out "in fee simple" and interline the required alteration.

(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 THOUSAND SEVEN HUNDRED AND SEVENTY DOLLARS (\$2,770.00) (the receipt whereof is hereby acknowledged) paid to 16 by

JEREMY EDWARD ALAN & CHRISTINE ANN PLATT

do hereby transfer to

b Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

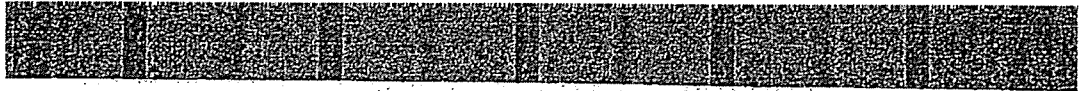
JEREMY EDWARD ALAN PLATT of 5/61 Ridge Street, Marawether, Metallurgist,
& CHRISTINE ANN PLATT, his wife as Joint Tenants.
(herein called transferee)

The description may refer to the defined residue of the land in a certificate of title (e.g. "And being residue after transfer number 11" or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section D.P. 11").

Unless authorised by Reg. 53, Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

ALL such Estate and Interest in ALL THE land mentioned in the schedule following:—

County	Parish	Reference to Title			Description of Land (if parcel only)
		Whole or Part	Vol.	Fol.	
NORTHUMBERLAND	KAHIBAH	WHOLE	9273	107	53/2713



And the transferee covenant(s) with the transferor^d

And the Transferees doth for themselves their executors administrators and assigns covenant with the Transferor its successors and assigns:-

(a) That the land hereby transferred or any part or parts thereof shall not be used as a quarry and no soil or earth removed therefrom except in the normal course of building preparations and landscaping.

(b) No business trade or manufacture shall be carried on upon the said land that shall be a nuisance or annoyance to the adjoining owners.

(c) That no fences shall be erected on the land hereby transferred to divide it from the adjoining land without the consent of the Transferor or its successors in title other than the Transferees on sale but such consent shall not be withheld if such fence is erected without expense to the Transferor or its successors in title and in favour of any person dealing with the Transferees or their assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

(d) That not more than one main building shall be erected on any one lot of land and such main building shall be constructed in a proper and workmanlike manner and shall be used for residential purposes only and shall be constructed solely of new material and no existing house shall be re-erected or bodily moved and re-established on the subject land provided always that after the expirations of twenty four (24) calendar months from the erection of such building the approval of the Transferor shall be deemed to have been duly given and the conditions of this particular covenant complied with.

(e) That no building shall be erected on the lot or lots hereby transferred or any part thereof until the designed location of such building or erection shall have been approved in writing by the Transferor or its successors in title and such building shall be constructed of such materials as the Mines Subsidence Board and the Transferors shall approve.

(f) That no privy shall be erected in a conspicuous place or position and if the same is visible from the road or other lots in the subdivision it shall be screened.

The benefit of the foregoing covenants shall be appurtenant to the land in Deposited Plan No. 211288 and each and every lot therein other than the land hereby transferred.

^d Strkes out if unnecessary, or suitably adjust.

(3) If any easements ^{to} be created or any exception to be made, or

(4) If the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

ENCUMBRANCES, &c., REFERRED TO.

^e A very short note will suffice.

K 1165-2

Reservations and conditions, as contained in the Crown Grant.
Easement for Transmission Line created by Transfer No. C181792.
Easement for drainage created by Transfer No. C439184.
Easement to let down the surface created by Transfer No. F570079.
Covenants Created by Transfers Nos. F570079, and J95254.

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or 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 a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

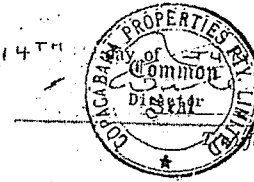
(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent) and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Consulate in Singapore or of Secretary at the Australian Military Mission in Berlin or of Assistant General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London, who should affix his seal of office, or the attesting witness may make a declaration of the due attestation 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.

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

A 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 is signed or acknowledged before one of these parties.

Signed at SYDNEY the 14th day of February 1968.
 THE COMMON SEAL of COPACARANA PROPERTIES PTY. LIMITED was hereunto duly affixed
 Signed in my presence by the transferor
 WHO IS PERSONALLY KNOWN TO ME
 by the authority of the directors
 previously given and in the presence
 of:

Secretary



Signed in my presence by the transferee
 JEREMY EDWARD ALAN & CHRISTINE ANN
 WHO IS PERSONALLY KNOWN TO ME PLATT
 are

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum where by 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— _____

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

Appeared before me, at _____, the _____ day of _____, one thousand _____, and declared that he personally knew _____, the person signing the same, and whose signature thereto 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.

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 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; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party making under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected 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.



Lodged by *Lambert & Co*
 Address
 Phone No.

No. 227083

PARTIAL DISCHARGE OF MORTGAGE
 (N.B.—Before execution read marginal note.)

I, *[Signature]* mortgagee under Mortgage No. *[Number]*
 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 discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate or Title Crown Grant or is the whole of the land in the mortgage.

Dated at *[Location]* this *[Day]* day of *[Month]* 19 *[Year]*
 Signed in my presence by *[Signature]*
 who is personally known to me

[Signature] Mortgagee.

DOCUMENTS LODGED HERewith
 To be filled in by person lodging dealing

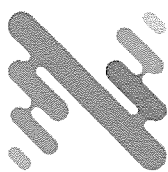
- | | |
|----------|-----------------|
| 1. _____ | Received Docs. |
| 2. _____ | |
| 3. _____ | Nos. |
| 4. _____ | |
| 5. _____ | Receiving Clerk |
| 6. _____ | |
| 7. _____ | |

Indexed	MEMORANDUM OF TRANSFER <i>[Signature]</i>
Checked by <i>[Signature]</i>	Particulars entered in Register Book <i>[Signature]</i> 7.11.1968
Passed (in S.D.B.) by <i>[Signature]</i>	at <i>[Signature]</i>
Signed by <i>[Signature]</i>	<i>[Signature]</i> Registrar General

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrs.		
Cancellation Clerk		
Vol. _____	Fol. _____	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.



City of
Newcastle

Planning Certificate

Section 10.7, Environmental Planning and Assessment Act 1979

To: Infotrack
GPO Box 4029
SYDNEY NSW 2001

Certificate No: PL2021/00938
Fees: \$53.00
Receipt No(s): D001817547

Your Reference: 210253

Date of Issue: 22/02/2021

The Land: Lot 42 DP 211288 260 Mccaffrey Drive Rankin Park NSW 2287

Advice provided on this Certificate:

Advice under section 10.7(2): see items 1 – 21

IMPORTANT: Please read this certificate carefully

This certificate contains important information about the land.

Please check for any item which could be inconsistent with the proposed use or development of the land. If there is anything you do not understand, phone our **Customer Contact Centre** on (02) 4974 2000, or come in and see us.

The information provided in this certificate relates only to the land described above. If you need information about adjoining or nearby land, or about the City of Newcastle (CN) development policies for the general area, contact our **Customer Contact Centre**.

All information provided is correct as at 22/02/2021. However, it's possible for changes to occur within a short time. We recommend that you only rely upon a very recent certificate.

WARNING:

This certificate DOES NOT contain additional advice provided under section 10.7(5). We have not provided this additional advice because it was not requested or paid for by the applicant. We recommend that you obtain a full certificate.

City of Newcastle

PO Box 489
NEWCASTLE 2300

Phone: (02) 4974 2000
Facsimile: (02) 4974 2222

Customer Contact Centre

Ground floor,
12 Stewart Avenue
Newcastle West NSW 2300

Office hours:

Mondays to Fridays 8.30 am to 5.00 pm

Part 1:

Advice provided under section 10.7(2)

ATTENTION: The explanatory notes appearing in italic print within Part 1 are provided to assist understanding, but do not form part of the advice provided under section 10.7(2). These notes shall be taken as being advice provided under section 10.7(5).

1. Names of relevant planning instruments and DCPs

The following environmental planning instruments, proposed environmental planning instruments and development control plans apply to the land, either in full or in part.

State Environmental Planning Policy No. 1 - Development Standards

State Environmental Planning Policy No. 21 - Caravan Parks

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

State Environmental Planning Policy No. 36 - Manufactured Home Estates

State Environmental Planning Policy (Koala Habitat Protection) Amendment (Maps) 2020

State Environmental Planning Policy No. 50 - Canal Estate Development

State Environmental Planning Policy No. 55 - Remediation of Land

State Environmental Planning Policy No. 64 - Advertising and Signage

State Environmental Planning Policy No. 65 - Design Quality of Residential Flat Development

State Environmental Planning Policy No. 70 - Affordable Housing (Revised Schemes)

State Environmental Planning Policy (Housing For Seniors or People with a Disability) 2004

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

State Environmental Planning Policy (State Significant Precincts) 2005

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

State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

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

State Environmental Planning Policy (Affordable Rental Housing) 2009

State Environmental Planning Policy (Urban Renewal) 2010

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

State Environmental Planning Policy (Concurrences) 2018

State Environmental Planning Policy (Primary Production and Rural Development) 2019

Newcastle Local Environmental Plan 2012

Newcastle Development Control Plan 2012

2. Zoning and land use under relevant LEPs

Newcastle Local Environmental Plan 2012

Zoning: The Newcastle Local Environmental Plan 2012 identifies the land as being within the following zone(s):

Zone R2 Low Density Residential

Note: Refer to www.newcastle.nsw.gov.au or www.legislation.nsw.gov.au website for LEP instrument and zoning maps.

The following is an extract from the zoning provisions contained in Newcastle Local Environmental Plan 2012:

Zone R2 Low Density Residential

- **Objectives of zone**

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To accommodate a diversity of housing forms that respects the amenity, heritage and character of surrounding development and the quality of the environment.

- **Permitted without consent**

Environmental protection works; Home occupations

- **Permitted with consent**

Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Emergency services facilities; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Hospitals; Neighbourhood shops; Oyster aquaculture; Pond based aquaculture; Recreation areas; Residential accommodation; Respite day care centres; Roads; Tank-based aquaculture; Tourist and visitor accommodation

- **Prohibited**

Backpackers' accommodation; Hostels; Rural workers' dwellings; Serviced apartments; Any other development not specified in, permitted without consent or permitted with consent

Minimum land dimensions for erection of a dwelling-house: The Newcastle Local Environmental Plan 2012 contains development standards relating to minimum land dimensions for the erection of a dwelling house. Refer to clause 4.1 Minimum subdivision lot size and Part 4 Principle development standards of the Newcastle LEP 2012 for provisions relating to minimum lot sizes for residential development.

Critical habitat: The Newcastle Local Environmental Plan 2012 does not identify the land as including or comprising critical habitat.

Heritage conservation area: The land is not within a heritage conservation area under the Newcastle Local Environmental Plan 2012.

Heritage items: There are no heritage items listed in the Newcastle Local Environmental Plan 2012 situated on the land.

3. Complying development

Note Other requirements: The advice below for all Complying Development Codes, is limited to identifying whether or not the **land**, the subject of the certificate, is land on which complying development may be carried out because of Clauses 1.17A(1)(c) to (e), (2), (3) & (4), 1.18 (1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (the Codes SEPP).

To ascertain the extent to which the complying development may or may not be carried out on the land, maps are available on City of Newcastle (CN) web pages.

Housing Code

Complying development under the Housing Code MAY be carried out on this land.

Rural Housing Code

Complying development under the Rural Housing Code MAY be carried out on this land.

Low Rise Housing Diversity Code

Complying development under the Low Rise Housing Diversity Code MAY be carried out on this land.

Greenfield Housing Code

Complying development under the Greenfield Housing Code MAY be carried out on this land.

Inland Code

Complying development under the Inland Code MAY be carried out on this land.

Housing Alterations Code

Complying development under the Housing Alterations Code MAY be carried out on this land.

General Development Code

Complying development under the General Development Code MAY be carried out on this land.

Commercial and Industrial Alterations Code

Complying development under the Commercial and Industrial Code MAY be carried out on this land.

Commercial and Industrial (New Buildings and Additions) Code

Complying development under the Commercial and Industrial (New Buildings and Additions) Code MAY be carried out on this land.

Container Recycling Facilities Code

Complying development under the Container Recycling Facilities Code MAY be carried out on this land.

Subdivision Code

Complying development under the Subdivision Code MAY be carried out on this land.

Demolition Code

Complying development under the Demolition Code MAY be carried out on this land.

Fire Safety Code

Complying development under the Fire Safety Code MAY be carried out on this land.

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

The land IS NOT subject to an agreement for annual charges under section 496B of the Local Government Act 1993 for coastal protection services (within the meaning of section 553B of that Act).

5. Coal Mine Subsidence Compensation Act 2017

The land IS WITHIN a declared Mine Subsidence District under section 20 of the Coal Mine Subsidence Compensation Act 2017. Development in a Mine Subsidence District requires approval from Subsidence Advisory NSW. Subsidence Advisory NSW provides compensation to property owners for mine subsidence damage. To be eligible for compensation, development must be constructed in accordance with Subsidence Advisory NSW approval. Subsidence Advisory NSW has set surface development guidelines for properties in Mine Subsidence Districts that specify building requirements to help prevent potential damage from coal mine subsidence.

NOTE: The above advice is provided to the extent that City of Newcastle (CN) has been notified by Subsidence Advisory NSW.

6. Road widening or realignment

NOTE: The Roads and Maritime Services (RMS) may have proposals that are not referred to in this item. For advice about affectation by RMS proposals, contact the Roads and Maritime Services, Locked Mail Bag 30 Newcastle 2300. Ph: 131 782.

The land IS NOT AFFECTED by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993.

The land IS NOT AFFECTED by any road widening or road realignment under an environmental planning instrument.

The land IS NOT AFFECTED by road widening or road realignment under a resolution of the Council.

7. Policies on hazard risk restrictions

Except as stated below, the land is not affected by a policy referred to in Item 7 of Schedule 4 of the Environmental Planning and Assessment Regulation 2000 that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

Potential acid sulfate soils: Works carried out on the land must be undertaken in accordance with Clause 6.1 Acid sulfate soils of the Newcastle Local Environmental Plan 2012.

Land Contamination: Council has adopted a policy of restricting development or imposing conditions on properties affected by Land Contamination. Refer to the Newcastle Development Control Plan 2012, which is available to view and download from City of Newcastle's website.

NOTE: The absence of a policy to restrict development of the land because of the likelihood of a particular risk does not imply that the land is free from that risk. City of Newcastle (CN) considers the likelihood of natural and man-made risks when determining development applications under section 4.15 of the Environmental Planning and Assessment Act 1979. Detailed investigation carried out in conjunction with the preparation or assessment of a development application may result in CN either refusing development consent or imposing conditions of consent on the basis of risks that are not identified above.

7A. Flood related development controls information

Our current information indicates the property is not flood prone land as defined in the Floodplain Development Manual: the management of flood liable land, April 2005 published by the NSW Government.

8. Land reserved for acquisition

The land is not identified for acquisition by a public authority (as referred to in section 3.15 of the Act) by any environmental planning instrument or proposed environmental planning instrument applying to the land.

9. Contributions plans

The following contribution plan/s apply to the land.

Section 7.12 Newcastle Local Infrastructure Contributions Plan 2019: Effective 9 September 2019.

The Plan specifies section 7.12 contributions that may be imposed as a condition of development consent.

NOTE: Contributions plans are available on our website or may be inspected or purchased at our Customer Contact Centre.

9A. Biodiversity certified land

The land IS NOT biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

10. Biodiversity stewardship sites

The land IS NOT land (of which CN is aware) under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

10A. Native vegetation clearing set asides

The land IS NOT land (of which CN is aware) that contains a set aside area under section 60ZC of the Local Land Services Act 2013.

11. Bush fire prone land

The land IS NOT bush fire prone land for the purposes of the Environmental Planning and Assessment Act 1979.

12. Property vegetation plans

Not applicable. The Native Vegetation Act 2003 does not apply to the Newcastle local government area.

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

CN HAS NOT been notified that an order has been 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

The land IS NOT AFFECTED by a direction by the Minister in force under section 75P (2) (c1) of the Act.

15. Site compatibility certificates and conditions for seniors housing

(a) The land IS NOT AFFECTED by a current site compatibility certificate (of which CN is aware) issued under the State Environmental Planning Policy (Housing for Seniors and People with a Disability) 2004.

(b) The land IS NOT AFFECTED by any terms of kind referred to in clause 18(2) of the 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.

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

The land IS NOT AFFECTED by a valid site compatibility certificate (of which CN is aware) issued under the State Environmental Planning Policy (Infrastructure) 2007.

17. Site compatibility certificates and conditions for affordable rental housing

The land IS NOT AFFECTED by a valid site compatibility certificate (of which CN is aware) issued under the State Environmental Planning Policy (Affordable Rental Housing) 2009.

18. Paper subdivision information

The land IS NOT AFFECTED by any development plan that applies to the land or that is proposed to be subject to a consent ballot.

19. Site verification certificates

The land IS NOT AFFECTED by a current site verification certificate (of which CN is aware) issued under the State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

20. Loose-fill asbestos insulation

CN HAS NOT been notified that 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 of loose-fill asbestos insulation, that is required to be maintained under that Division.

21. Affected building notices and building product rectification orders

The land IS NOT AFFECTED by any affected building notice of which CN is aware that is in force in respect of the land.

The land IS NOT AFFECTED by an outstanding notice of intention to make a building product rectification order of which CN is aware.

The land IS NOT AFFECTED by any building product rectification order that has not been fully complied with, of which CN is aware that is in force in respect of the land.

An 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: *There are no matters prescribed by section 59(2) of the Contaminated Land Management Act 1997 to be disclosed, however if other contamination information is held by the Council this may be provided under a section 10.7(5) certificate.*

Issued without alterations or additions, 22/02/21
Authorised by

JEREMY BATH
CHIEF EXECUTIVE OFFICER



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/

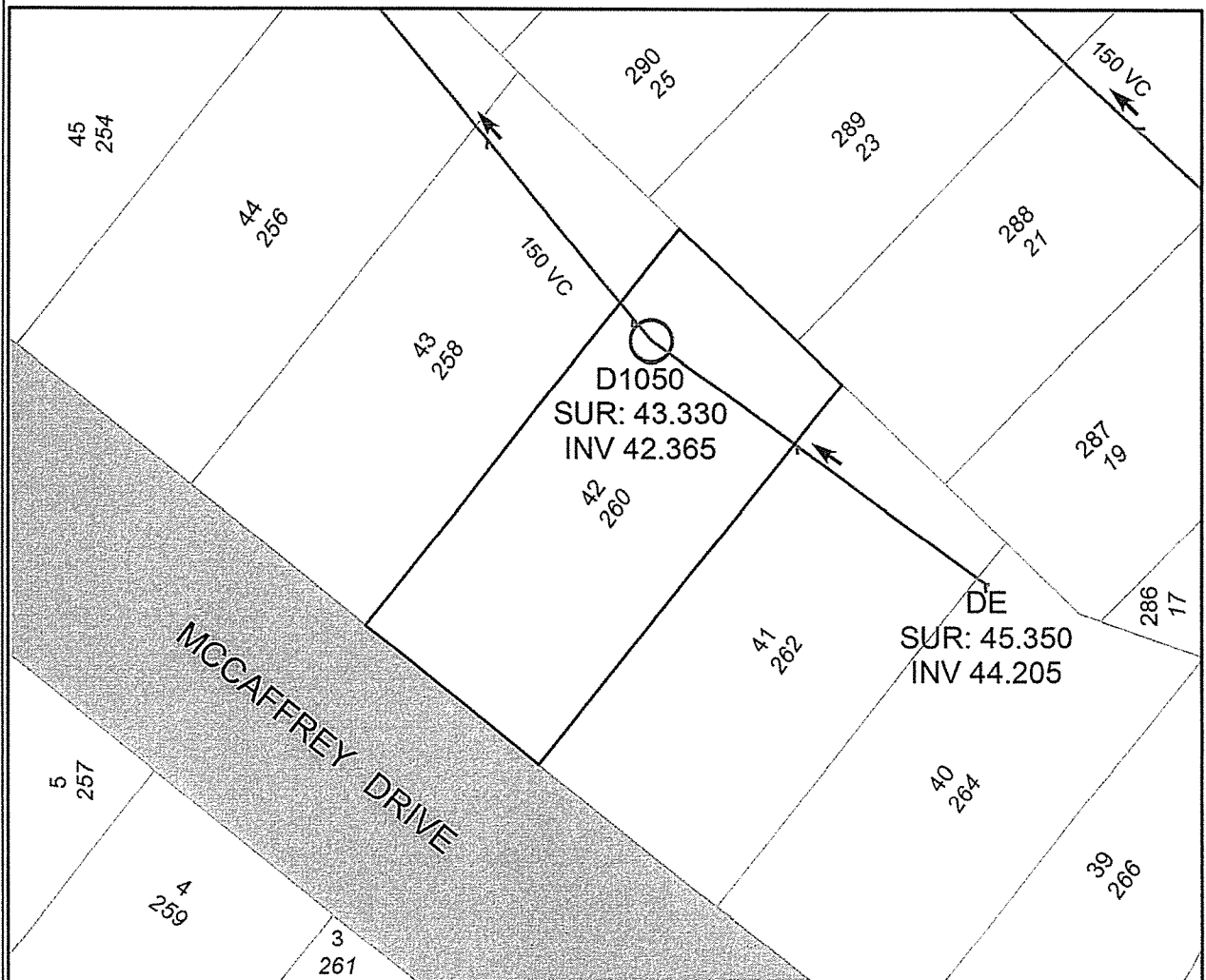
APPLICATION NO.: 1269619823

APPLICANT REF: M 17/595:FE

RATEABLE PREMISE NO.: 4260310626

PROPERTY ADDRESS: 260 MCCAFFREY DR RANKIN PARK 2287

LOT/SECTION/DP:SP: 42/ /DP 211288



SEWER POSITION APPROXIMATE ONLY.
SUBJECT PROPERTY BOLD.
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: 22/08/2017

Scale at A4: 1:500

CADASTRAL DATA © LPI OF NSW
CONTOUR DATA © AAMHatch
© Department of Planning

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