

© 2019 The Law Society of New South Wales ACN 000 000 699 and The Real Estate Institute of New South Wales ACN 000 012 457  
 You can prepare your own version of pages 1 - 3 of this contract. Except as permitted under the Copyright Act 1968 (Cth) or consented to by the copyright owners (including by way of guidelines issued from time to time), no other part of this contract may be reproduced without the specific written permission of The Law Society of New South Wales and The Real Estate Institute of New South Wales.

## Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	Premier Estate Agents of 151 Lambton Road, Broadmeadow NSW 2292 Phone: (02) 4956 2605 Email: <a href="mailto:sales@premierestateagents.com.au">sales@premierestateagents.com.au</a>	
co-agent		
vendor	Dusan Ilic 33 Dawson Street, Cooks Hill NSW 2300	
vendor's solicitor	John Cobb Solicitor of P.O. Box 21 New Lambton NSW 2305 Phone: (02) 4952 1851 Fax: (02) 4952 8293 Email: <a href="mailto:cobbconvey@gmail.com">cobbconvey@gmail.com</a>	
date for completion	35 <sup>th</sup>	day after the contract date (clause 15)
land (address, plan details and title reference)	31 Invermore WALLSEND NSW 2287 Registered Plan: Lot 133 Deposited Plan 239822 Folio: 133/239822	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input checked="" type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	<input type="checkbox"/> blinds	<input 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 checked="" 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 conditioner x 2		
exclusions				
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 Lodgment Network (ELN)*** (clause 30): PEXA \_\_\_\_\_

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

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

***GSTRW payment (GST residential withholding payment) – further details***

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch 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

**General**

- 1 property certificate for the land
- 2 plan of the land
- 3 unregistered plan of the land
- 4 plan of land to be subdivided
- 5 document to be lodged with a relevant plan
- 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- 7 additional information included in that certificate under section 10.7(5)
- 8 sewerage infrastructure location diagram (service location diagram)
- 9 sewer lines location diagram (sewerage service diagram)
- 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- 11 *planning agreement*
- 12 section 88G certificate (positive covenant)
- 13 survey report
- 14 building information certificate or building certificate given under *legislation*
- 15 lease (with every relevant memorandum or variation)
- 16 other document relevant to tenancies
- 17 licence benefiting the land
- 18 old system document
- 19 Crown purchase statement of account
- 20 building management statement
- 21 form of requisitions
- 22 *clearance certificate*
- 23 land tax certificate

**Home Building Act 1989**

- 24 insurance certificate
- 25 brochure or warning
- 26 evidence of alternative indemnity cover

**Swimming Pools Act 1992**

- 27 certificate of compliance
- 28 evidence of registration
- 29 relevant occupation certificate
- 30 certificate of non-compliance
- 31 detailed reasons of non-compliance

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

- 32 property certificate for strata common property
- 33 plan creating strata common property
- 34 strata by-laws
- 35 strata development contract or statement
- 36 strata management statement
- 37 strata renewal proposal
- 38 strata renewal plan
- 39 leasehold strata - lease of lot and common property
- 40 property certificate for neighbourhood property
- 41 plan creating neighbourhood property
- 42 neighbourhood development contract
- 43 neighbourhood management statement
- 44 property certificate for precinct property
- 45 plan creating precinct property
- 46 precinct development contract
- 47 precinct management statement
- 48 property certificate for community property
- 49 plan creating community property
- 50 community development contract
- 51 community management statement
- 52 document disclosing a change of by-laws
- 53 document disclosing a change in a development or management contract or statement
- 54 document disclosing a change in boundaries
- 55 information certificate under Strata Schemes Management Act 2015
- 56 information certificate under Community Land Management Act 1989
- 57 disclosure statement - off the plan contract
- 58 other document relevant to off the plan contract

**Other**

- 59

**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:**

<b>APA Group</b>	<b>NSW Department of Education</b>
<b>Australian Taxation Office</b>	<b>NSW Fair Trading</b>
<b>Council</b>	<b>Owner of adjoining land</b>
<b>County Council</b>	<b>Privacy</b>
<b>Department of Planning, Industry and Environment</b>	<b>Public Works Advisory</b>
<b>Department of Primary Industries</b>	<b>Subsidence Advisory NSW</b>
<b>Electricity and gas</b>	<b>Telecommunications</b>
<b>Land &amp; Housing Corporation</b>	<b>Transport for NSW</b>
<b>Local Land Services</b>	<b>Water, sewerage or drainage authority</b>

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 by a 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 <sup>th</sup> 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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 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.
- 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 *servicing* 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 *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held 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 *servicing* 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 *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

**10 Restrictions on rights of purchaser**

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the Inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a party must pay the price or any other amount to the other party under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a party must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the party must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the parties agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the parties must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if within 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not serve that letter within 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*

- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 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 *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

## 20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 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 –
- |                                 |   |
|---------------------------------|---|
| <i>adjustment figures</i>       | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>     | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>          | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i>    | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                     | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>      | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>      | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ;   |
| <i>electronic transaction</i>   | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;   |
| <i>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 party 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.

31 Invermore WALLSEND NSW 2287

**CONTRACT FOR SALE**

VENDORS: Dusan Illic

PURCHASER:

**NOTICE TO COMPLETE**

33. (1)(i) For the purpose of clause 15, any Notice to Complete provided for by clause 15 shall specify fourteen (14) days as the time to be given for completion of this contract and each party agrees that this is a reasonable time for such notice.
- (ii) If the vendor becomes entitled to give a Notice to Complete then the vendor will be entitled to recover from the purchaser in addition to any other rights and claims as liquidated damages payable as an adjustment on completion the sum of \$250.00 plus GST as conveyancing costs and the parties agree that this sum is a genuine estimate of the conveyancing costs incurred by the vendor.
33. (2) If completion does not take place in accordance with clause 15 and the vendor is not at fault then:
- (i) The purchaser must pay interest on the unpaid balance of the price at the rate of 8% per annum calculated daily from and including the completion date to but excluding the actual day of completion.
- (ii) The interest must be paid on completion;
- (iii) The vendor is not obliged to complete unless the interest is paid; and
- (iv) The right to interest does not limit any other rights the vendor may have as a result of the purchaser's failure to complete in accordance with this contract

**34. BUILDING CONDITION**

- 34.1. Subject to Section 52A of the Conveyancing Act 1919 (NSW) and the Conveyancing (Sale of Land) Regulation 2010 (NSW), the property and the services to the property, if any are sold in their present condition and state of repair, subject to reasonable wear and tear and to all faults and defects, both latent or patent and the vendor is not required to make any alteration or repair to them unless that alteration or repair has resulted from actions of the vendor.
- 34.2 Subject to section 52A of the Conveyancing Act 1919 (NSW) and the Conveyancing (Sale of Land) Regulation 2010 (NSW), the purchaser must not take any action in respect of, or by reason of, any of the following matters:
- (a) the state of repair of the property;
- (b) the state of repair, condition or availability of any service to and on the property;
- (c) the presence or location of any sewer, sewer line, manhole or vent on the property;
- (d) any rainwater downpipe being connected to the sewer, and
- (e) any latent or patent defect to the property
- (f) any Contamination or other environmental damage to the property.

- 35.1 The purchaser acknowledges that the subject of this sale is land and fixtures only and does not include any chattels unless specifically noted in this contract. In particular, the parties agree that all fixtures, fittings and other items that belong to any tenant are expressly excluded from the property which is the subject of this contract.
- 35.2 To the extent that this sale includes any fittings and inclusions the vendor does not warrant the state of repair or condition of any fittings and inclusions nor does it warrant that they are in working order. The fittings and inclusions are included on the basis that they are accepted by the purchaser as they stand and with all defects and defaults as at completion.
- 35.3 The purchaser agrees that the vendor is not liable for and releases the vendor from liability or loss arising from, and costs, charges and expenses incurred in connection with damage to, mechanical breakdown of, or fair wear and tear to any fittings and inclusions included in the sale which occurs after the date of the contract. The purchasers agree they have completed a thorough inspection of the premises and accept the property and all inclusions and fixtures therein in their existing state of repair and condition and will not make any objection, requisition or claim for compensation in relation to the state of repair of any part of the premises or in relation to any inclusion or fixture contained therein.
36. Clause 14.1 of this agreement is hereby varied by adding the following sentence at the end thereof after the word "liable" The amounts and figures for water consumption furnished by the relevant water rating authority, even if estimated or provisional, shall be conclusive for the purpose of such apportionment and adjustment.
37. The purchaser may rescind this agreement if the owner of the improvements on the land is not entitled, as at the date of this agreement to claim compensation from the Mines Subsidence Board in respect of any damage to the land and/or improvements arising from mine subsidence, and written communication from the Mines Subsidence Board to that effect shall be conclusive for the purposes of this condition.
38. If any party
- (1) Being an individual dies or becomes incapable because of unsoundness of mind of managing his or her own affairs or is declared bankrupt or enters into any scheme or makes any assignment for the benefit of his or her creditors; or
  - (2) Being a company, resolves to go into liquidation or enters into any scheme or arrangement with its creditors under the relevant provisions of the Corporate Law or any similar legislation or if a liquidator, receiver or provisional liquidator or official manager is appointed to the party;
- Then either party may, by notice in writing to the other, rescind this agreement and if the party giving notice is not otherwise in default the provisions of Clause 19 of this agreement shall apply to such rescission.

39. If the deposit is paid by deposit power bond the following conditions apply

- (1) In this contract, the word "Guarantee" means the Deposit Power Guarantee issued to the Vendor at the request of the purchaser hereinafter called the guarantor and in, and to the effect of, the form annexed hereto and marked "B"
- (2) The delivery of the Guarantee no later than the time the deposit is required to be paid under this contract to the vendor's solicitor nominated in this contract to hold the deposit as stakeholder shall to the extent to the amount guaranteed under the Guarantee, be deemed to be payment of the deposit in accordance with this contract.
- (3) On completion of this contract, the purchaser shall pay to the vendor, in addition to all other moneys payable under this contract, the amount stipulated in the Guarantee, either by way of cash or unendorsed bank cheque.
- (4) If the vendor serves on the purchaser a notice of termination, then to the extent that the amount has not already been paid the Guarantor under the Guarantee shall forthwith pay the deposit ( or so much thereof as has not been paid) to the vendor's solicitor
- (5) The vendor acknowledges that payment by the Guarantor under the Guarantee shall, to the extent of the amount paid, satisfy the purchaser's obligation to pay the deposit under the previous paragraph

40. Despite any other provision of this agreement, if:-

- (1) The purchaser defaults in the observance or performance of any obligation hereunder which is or the performance of which has become essential; and
- (2) The purchaser has paid a deposit of less than ten per centum (10%) of the purchase price; and
- (3) The vendor has terminated the contract,

Then the vendor shall be entitled to recover from the purchaser an amount equal to ten per centum (10%) of the purchase price less the deposit paid as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any other remedies available to the vendor herein contained or implied notwithstanding any rule of law or equity to the contrary. This clause shall not merge upon termination of this contract.

41. Estate Agent and Commission

- (1) The purchaser warrants that the Purchaser was not introduced to the vendor or the property by any real estate agent (or employee of a person connected with a real estate agent) other than the vendor's agent (if any) named in this contract.

(2) The purchaser indemnifies the vendor against any claim for commission which might be made by any agent resulting from an introduction forming a breach of the warranty given in 41.1, and also against all actions, proceedings, expenses and legal costs and disbursements (on a solicitor and client basis) in respect of such claim

(3) It is agreed that the indemnity referred to in clause 41.2 is a continuing indemnity not merging on completion.

#### 42. Electronic Signatures

- (1) The parties agree to accept, for the purposes of exchange of Contracts, signatures by either the vendors or purchasers which are facsimile, photocopy or any other form of electronic signatures and to comply with clauses 42.2 and 42.4.
- (2) The parties agree to provide to the other parties within ten (10) business days after the date of this Contract, a cover page bearing original signatures
- (3) The parties agree that the cover page of Contract bearing original signatures must be dated the same date as this Contract
- (4) The parties agree that they shall not make a requisition, objection, claim or delay completion due to the manner of execution of this Contract as at the exchange date.

#### 43. Conditions of Sale By Auction

The term for the conduct of an auction are set out in the attachment head Conditions of Sale by Auction if any.

44. The purchaser agrees that the deposit herein is to be released upon a request from the vendor for use by the vendor without restriction as to its application.

45. The vendor discloses and the Purchaser acknowledges that Hunter Water Corporation do not provide sewer lines location diagrams (sewerage service diagrams) and that they issue only Service Location Plans (diagrams) showing the location of the Corporations sewer main. The Purchaser agrees that no right of rescission, objection, requisition or claim shall arise in this regard.



## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Dusan Ilic  
Purchaser:  
Property: 31 Invermore Close, Wallsend  
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 or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are 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

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the property for land tax purposes for the current year?

### Survey and building

13. 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.
14. 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.
15.
  - (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*.

16. 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?
17. 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?
- 18.
- (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**

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. 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?
21. 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?
- 22.
- (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?
23. 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**

24. 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**

25. 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.
26. 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.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. 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

# InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 133/239822

SEARCH DATE	TIME	EDITION NO	DATE
1/7/2021	11:37 AM	5	22/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO. CONTROL OF THE RIGHT TO DEAL IS HELD BY NEWCASTLE PERMANENT BUILDING SOCIETY LIMITED.

LAND

LOT 133 IN DEPOSITED PLAN 239822  
AT ELERMORE  
LOCAL GOVERNMENT AREA NEWCASTLE  
PARISH OF KAHIBAH COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM DP239822

FIRST SCHEDULE

DUSAN ILIC (T AE737112)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES MINERALS
- 3 C439184 EASEMENT FOR TRANSMISSION LINE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND 10 FEET WIDE SHOWN IN DP328666
- 4 C439184 EASEMENT FOR DRAINAGE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN AS SITE OF NATURAL WATERCOURSE IN DP333017
- 5 J48823 EASEMENT TO LET DOWN THE SURFACE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING LOT 1 IN DP203743
- 6 L519517 RIGHTS TO MINE
- 7 DP239822 RESTRICTION(S) ON THE USE OF LAND  
M127969 VARIATION
- 8 AE737113 MORTGAGE TO NEWCASTLE PERMANENT BUILDING SOCIETY LIMITED

NOTATIONS

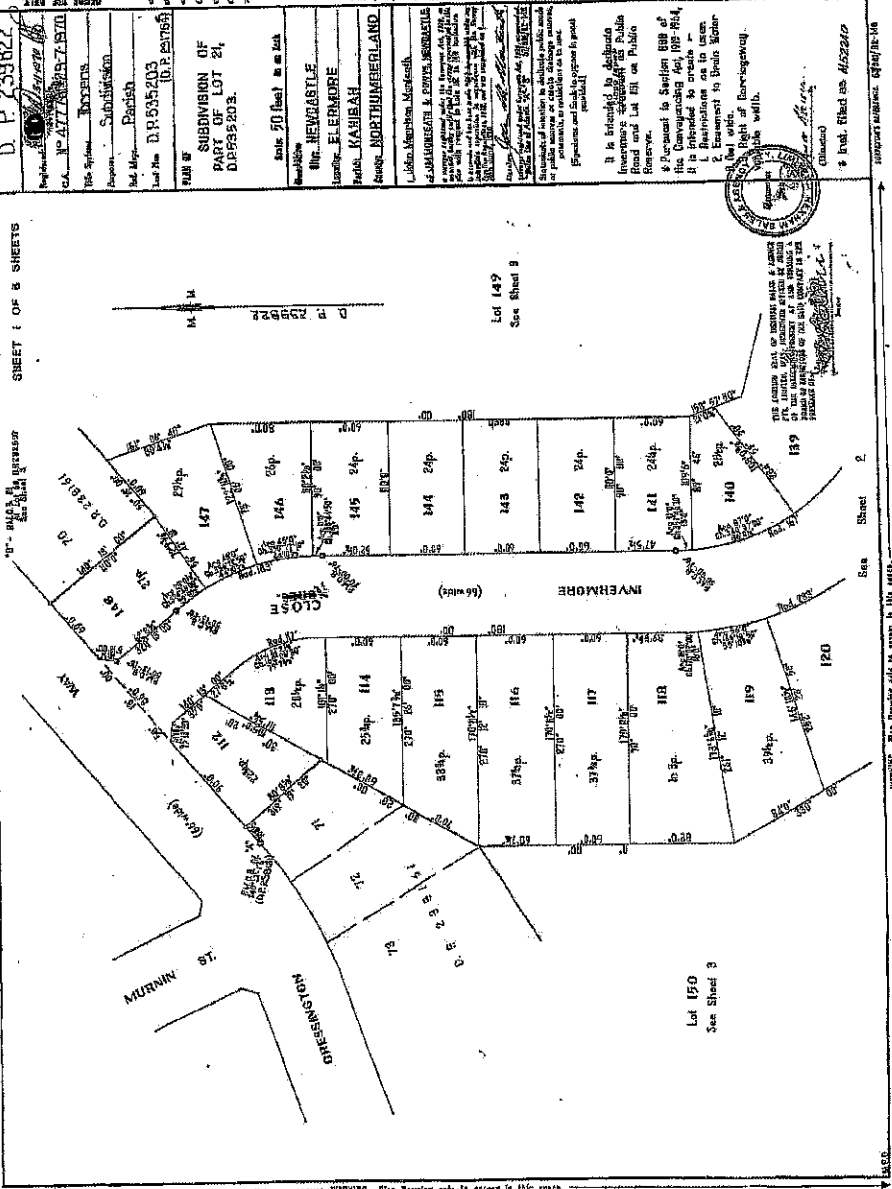
UNREGISTERED DEALINGS: NIL

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

Ilic

PRINTED ON 1/7/2021

From Form 3 - TO BE USED WHERE IT IS UNDESIRABLE TO DEDICATE PUBLIC RIGHTS OR PUBLIC RESOURCES OR CREATE DRAINAGE RESERVES, EASEMENTS, OR RESTRICTIONS AS TO USE.

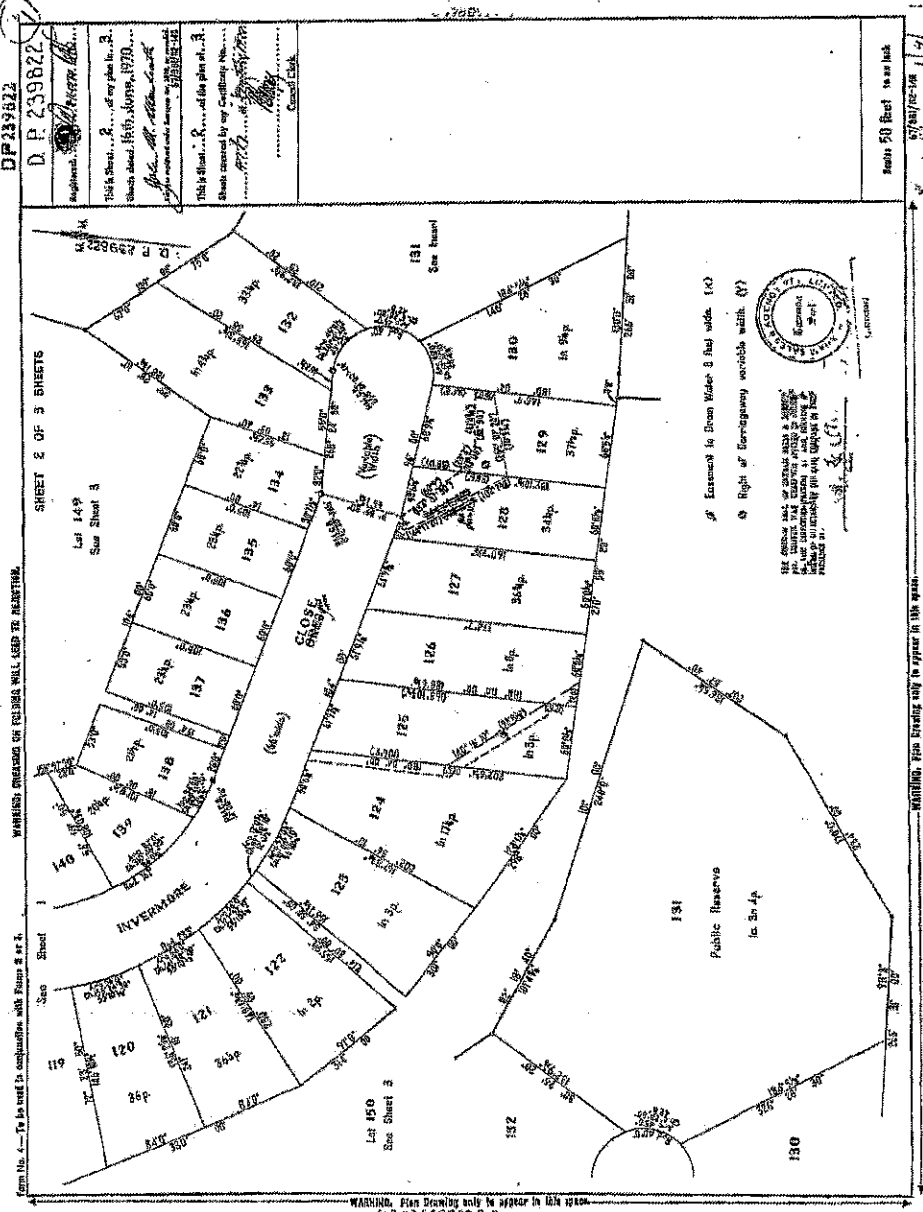


CONVERSION TABLE ADDED BY  
REGISTERED CIVIL ENGINEER

FEET	METERS
1	0.3048
2	0.6096
3	0.9144
4	1.2192
5	1.5240
6	1.8288
7	2.1336
8	2.4384
9	2.7432
10	3.0480
11	3.3528
12	3.6576
13	3.9624
14	4.2672
15	4.5720
16	4.8768
17	5.1816
18	5.4864
19	5.7912
20	6.0960
21	6.4008
22	6.7056
23	7.0104
24	7.3152
25	7.6200
26	7.9248
27	8.2296
28	8.5344
29	8.8392
30	9.1440
31	9.4488
32	9.7536
33	10.0584
34	10.3632
35	10.6680
36	10.9728
37	11.2776
38	11.5824
39	11.8872
40	12.1920
41	12.4968
42	12.8016
43	13.1064
44	13.4112
45	13.7160
46	14.0208
47	14.3256
48	14.6304
49	14.9352
50	15.2400
51	15.5448
52	15.8496
53	16.1544
54	16.4592
55	16.7640
56	17.0688
57	17.3736
58	17.6784
59	17.9832
60	18.2880
61	18.5928
62	18.8976
63	19.2024
64	19.5072
65	19.8120
66	20.1168
67	20.4216
68	20.7264
69	21.0312
70	21.3360
71	21.6408
72	21.9456
73	22.2504
74	22.5552
75	22.8600
76	23.1648
77	23.4696
78	23.7744
79	24.0792
80	24.3840
81	24.6888
82	24.9936
83	25.2984
84	25.6032
85	25.9080
86	26.2128
87	26.5176
88	26.8224
89	27.1272
90	27.4320
91	27.7368
92	28.0416
93	28.3464
94	28.6512
95	28.9560
96	29.2608
97	29.5656
98	29.8704
99	30.1752
100	30.4800

CONVERSION TABLE ADDED BY  
REGISTERED CIVIL ENGINEER

FEET	METERS
1	0.3048
2	0.6096
3	0.9144
4	1.2192
5	1.5240
6	1.8288
7	2.1336
8	2.4384
9	2.7432
10	3.0480
11	3.3528
12	3.6576
13	3.9624
14	4.2672
15	4.5720
16	4.8768
17	5.1816
18	5.4864
19	5.7912
20	6.0960
21	6.4008
22	6.7056
23	7.0104
24	7.3152
25	7.6200
26	7.9248
27	8.2296
28	8.5344
29	8.8392
30	9.1440
31	9.4488
32	9.7536
33	10.0584
34	10.3632
35	10.6680
36	10.9728
37	11.2776
38	11.5824
39	11.8872
40	12.1920
41	12.4968
42	12.8016
43	13.1064
44	13.4112
45	13.7160
46	14.0208
47	14.3256
48	14.6304
49	14.9352
50	15.2400
51	15.5448
52	15.8496
53	16.1544
54	16.4592
55	16.7640
56	17.0688
57	17.3736
58	17.6784
59	17.9832
60	18.2880
61	18.5928
62	18.8976
63	19.2024
64	19.5072
65	19.8120
66	20.1168
67	20.4216
68	20.7264
69	21.0312
70	21.3360
71	21.6408
72	21.9456
73	22.2504
74	22.5552
75	22.8600
76	23.1648
77	23.4696
78	23.7744
79	24.0792
80	24.3840
81	24.6888
82	24.9936
83	25.2984
84	25.6032
85	25.9080
86	26.2128
87	26.5176
88	26.8224
89	27.1272
90	27.4320
91	27.7368
92	28.0416
93	28.3464
94	28.6512
95	28.9560
96	29.2608
97	29.5656
98	29.8704
99	30.1752
100	30.4800



2

Scale 50 Feet = 1 inch

DATE: 11/18/1977

REGISTERED CIVIL ENGINEER

1977

WARNING: THIS SHEET IS TO BE USED IN CONJUNCTION WITH FORM NO. 4.

FORM NO. 4 - TO BE USED IN CONJUNCTION WITH FORM 3 OR 4.

WARNING: DIMENSIONS ON THIS SHEET WILL KEEP TO ALTERNATE.

REGISTERED CIVIL ENGINEER

1977



N 52240

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO  
USE INTENDED TO BE CREATED PURSUANT TO SECTION  
86B OF THE CONVEYANCING ACT, 1919.**

Sheet 1 of three sheets

**PART 1.**

Plan **DP239822**

Full name and address of  
PROPRIETOR OF THE LAND

Subdivision covered by Council  
Class C Certificate No. 4777 of  
1970.

Horsham Sales & Agency Pty.  
Limited.

1. Identity of easement  
or restriction firstly  
referred to in above-  
mentioned plan:

**Schedule of lots, etc. affected**

**Lots burdened**

112 to 130 inclusive  
132 to 148 inclusive

Benefited

112 to 130 inclusive  
132 to 148 inclusive

2. Identity of easement  
or restriction secondly  
referred to in above-  
mentioned plan:

**Schedule of lots, etc. affected**

**Lots burdened**

124  
125  
126

The Council of the City of  
Newcastle

3. Identity of easement  
or restriction thirdly  
referred to in above-  
mentioned plan:

**Schedule of lots, etc. affected**

**Lots burdened**

128  
129

Superficial

**PART 2.**

1. Terms of restriction as in here, firstly, referred to in above  
mentioned plan:

1. Not more than one main building shall be erected on each lot.
2. No other building shall be erected on any lot, other than a single private dwelling house, provided that this restriction shall not prevent the use of any part of any such building by a medical practitioner or dentist in the practice of his profession.
3. No outbuilding shall be erected on any lot until after or concurrently with the erection of a main building.

This is sheet 1 of three sheets

Secretary

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO  
USE INTENDED TO BE CREATED PURSUANT TO SECTION  
86B OF THE CONVEYANCING ACT, 1919.**

Sheet 3 of three sheets

registered proprietors for the lots being of lots 128, 129 and 130 in the following manner:

- (a) As to the portion of the right of easement existing over lot 128 by the registered proprietors of lots 128 and 129 and 130 equally.
- (b) As to the portion of the right of easement existing over lot 129 by the registered proprietors of lots 129 and 130 equally.

That in any maintenance work which is required to be effected in respect of the easement, the registered proprietors of any lot 128, 129 or 130 or by any person using such right of easement with the approval of the registered proprietor of any of the lots aforesaid the cost of such maintenance or repair shall be borne by such registered proprietor. PROVIDED further that in the event of any dispute arising between the registered proprietors of lots 128, 129 and 130 as to the type of material which should be used in the maintenance of the easement, the dispute shall be referred to an arbitrator or as to whom such arbitrator or referee should be named shall be resolved by the decision of a Consulting Surveyor or Civil Engineer appointed by the registered proprietors of the lots aforesaid.

Name of person empowered to release, vary or modify restriction referred to in the above mentioned plan:

Horsham Sales & Agency Pty. Limited

Name of person empowered to release, vary or modify restriction secondly referred to in the above mentioned plan:

The Council of the City of Newcastle and  
Horsham Sales & Agency Pty. Limited

Name of person empowered to release, vary or modify conditions to which the right of easement is hereby referred to in above mentioned plan:

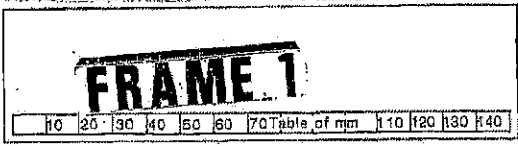
Horsham Sales & Agency Pty. Limited

THE COMMON SEAL OF HORSHAM SALES & AGENCY PTY. LIMITED was hereunto affixed by resolution of the Directors at the meeting of



Secretary

Director



This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.

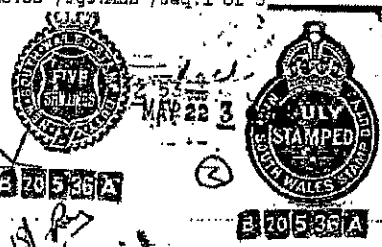


15th January, 1938





*176*  
*2-2-5*  
 MAY 25 12 21 PM '35  
 25 MAY 1935



NEW SOUTH WALES  
 MEMORANDUM OF TRANSFER  
 (REAL PROPERTY ACT, 1900)

PLAN REFILED IN  
 PLAN ROOM AS E.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 Transferrer 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) DO I hereby transfer to the said Transferee ALL such its Estate and Interest in ALL THE land mentioned in the Schedule following:-

*cc. lally. conlter*

Country	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 Transferrer 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 Shiras of Lake Macquarie and Garro 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 Transferrer Company shall deem suitable the water pumped or otherwise removed or issuing from the Transferrer Company's Wallsend Colliery TOGETHER with the right for the Transferrer 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 DO I 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 Transferrer 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 Transferrer 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 Transferrer 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 Transferrer Company in writing but such consent shall not be necessary whenever any such fence shall be erected and maintained without expense to the said Transferrer 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 1919-1932 it is hereby

*Alison*  
 57/100

6130181

Municipality/Shire of Wallsend C439184 ①

# Certificate of New Road or Subdivision

LOCAL GOVERNMENT ACT, 1919, SEC. 37, ORDINANCE No. 32 FORM 1

No. 4/1931

COUNCIL CHAMBERS,

Wallsend

16/2/1931

19

Name) The Castle Wallsend Coal Company  
(Surname First)

Address) Wallsend.

Name) as above

Address)

D (Particulars) nil

SECTION (Particulars) part of the land in C.T. Vol. 2548 Fol 64  
ph Kahibeh City 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, particularly set out on the accompanying plan ~~deposited with the Council's Seal~~ and "Covered by Council Clerk's Certificate No. 4 of 1931 /"

*[Signature]*  
Town Wallsend Shire 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 21 Volume 3227 Folio 205, Volume 2930 Folio 147, Volume 3981 Folio 196 Volume 2558 Folio 119, Volume 3555 Folio 161, Volume 3503 Folio 143, Volume 3361 Folio 140, Volume 3435 Folio 151, Volume 3567 Folio 229 Volume 3553 Folio 230, Volume 3636 Folio 164, Volume 3661 Folio 77 Volume 3637 Folio 84, Volume 3604 Folio 114, Volume 3704 Folio 176, Volume 382 1 Folio 179, Volume 3788 Folio 25, Volume 3855 Folio 63, Volume 3856 Folio 211, Volume 3980 Folio 206, Volume 4070 Folio 47, Volume 4087 Folio 237, Volume 4082 Folio 48, Volume 4048 Folio 130 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

INCUMBRANCES &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 1936

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

*St. R. G. ...*  
*J. Wilson*  
*J. ...*  
*M. ...*  
Transferors

*Allison*  
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 Transferor who is personally known to me

*St. R. G. ...*  
*...*  
*...*

*James Boyd Duncan*  
Transferree

L 6115  
57967

6

no. C.A. 991921..... Lodged by  
 (Name) *Stanley Abbott*  
 (Address) *275 George St*  
*Sydney*  
 K.M.P. PART OF PLAN of  
 2 Acres 2 rods  $2\frac{1}{4}$  perches  
 lot 17 A 20 17677 and land adjoining  
 Municipality *Welland*  
 Parish *Katholac* County *Northumberland*  
*James Bays* Registrar General  
*Transference*

Particulars entered in Register Book Vol. 4548.  
 Vol. 1541  
 the 14th day of June 1938  
 at minutes 10  
 in the fore noon  
 Registrar General

*Plan of C. Abbott*



INDEXED  
 19 JUN 1938

PROGRESS REPORT	Initials	Date
Sent to Survey Branch		
Received from Records	<i>W.S.</i>	
Draft written	<i>W.S.</i>	12/6
Draft examined	<i>W.S.</i>	15/6
Diagram prepared	<i>W.S.</i>	18/6
Diagram examined	<i>W.S.</i>	18/6
Draft forwarded	<i>W.S.</i>	18/6
Supt. of Engravers	<i>W.S.</i>	25/6/38
Cancellation Clerk		

Vol. 4770 Fol. 81

folios

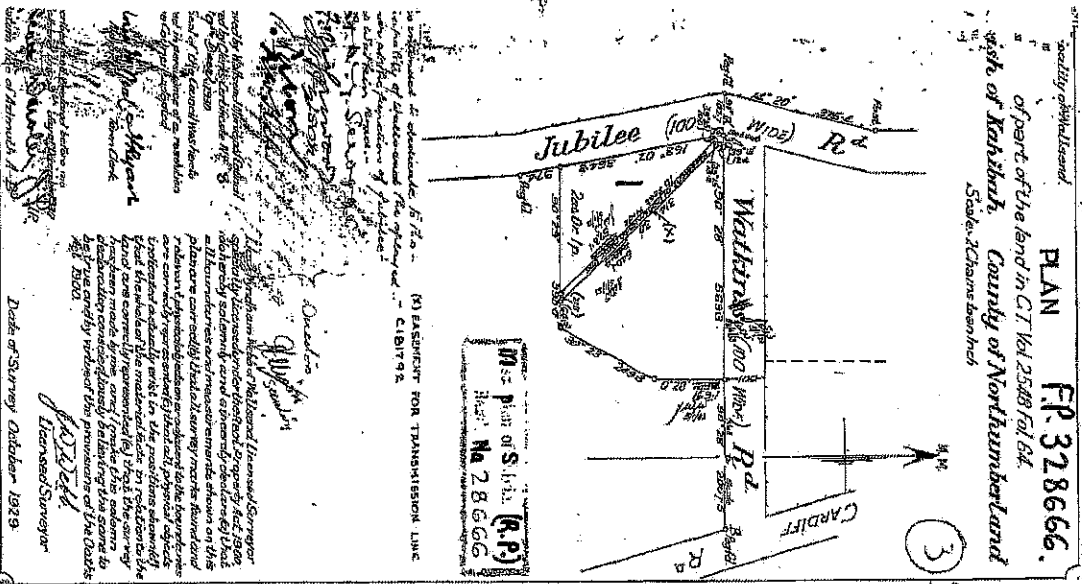
DOCUMENTS LODGED WITH  
 Nature No. Ref. Engr. Mfrs, etc.

*C.A. 991921*

James Bays



AMERICAN LAND AND SURVEYING COMPANY  
 PLAN IN REGISTRATION OFFICE OF THE REGISTER GENERAL FOR NEW SOUTH WALES, CERTIFY  
 THAT THIS NEGATIVE IS A PHOTOGRAPH MADE AS A PERMANENT RECORD OF A  
 DOCUMENT IN MY CUSTODY THIS 11TH DAY OF JULY, 1980



*This is the plan marked 'A' referred to in (Interim/Interim) Notice of Intention to Surrender*  
 Dated 10/10/79  
 by the Registrar General for New South Wales  
 Robert P. Woods  
 John Olsen  
 Misses Stanger

DP 328666		COMMISSIONER GENERAL OF LANDS DEPARTMENT OF LANDS	
FEET	INCHES	METRES	
10	-	3.048	
LINKS		METRES	
10		2.012	
12.4		2.494	
15.2		3.098	
51.8		4.385	
64.3		5.235	
97.4		7.992	
150		12.803	
192.7		16.827	
159.1		12.993	
299.3		20.660	
34.918		20.117	
58.151		34.519	
394.3		73.286	
389.4		72.428	
523.1		105.231	
592.3		108.491	
2007.5		114.525	
AC RD	P	403.885	
2	I		
		819	



J 48823  
 New South Wales



*Home of W  
 done for  
 2/6/62*

22 AUG

**MEMORANDUM OF TRANSFER**

(REAL PROPERTY ACT, 1900.)

FEE SIMPLE.

*210  
 11-5-62*

THE NEWCASTLE WALLSEND COAL COMPANY/ 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

---TEN SHILLINGS---

(£-10/-) (the receipt whereof is hereby acknowledged)

paid to it by

PRICE ESTATES PTY. LIMITED

(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.	Fol.
Northumberland	Newcastle	Whole Part and being Lot as shown on Deposited Plan No. 203743	9046	51

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

- (a) That the land to which the benefit of the first of the foregoing covenants is appurtenant is the land comprised in Lots in Deposited Plan Number 203743 of the land comprised in Certificates of Title Volume 7693 folio 27
- (b) 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 7693 Folio 27
- (c) That the land to which the benefit of the foregoing easement is appurtenant is the residue of the land in Certificates of Title Volume 7693 Folio 27

*✓ Am. Q  
 ✓*

*Am. Am.*



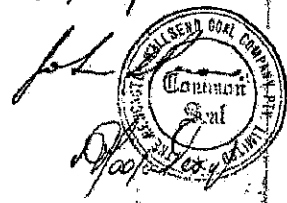
ENCUMBRANCES, &c., REFERRED TO.  
RESERVATIONS to the Crown as contain in the original Grant or Grants and also noted on  
the said Certificate of Title.

IN WITNESS whereof the Common Seal of The Newcastle Wallsend Coal Company was  
hereto affixed at Sydney the 22 day of February 1967

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

*A. B. Long*  
Acting Secretary

A person duly authorised by the Board  
of Directors to attest the affixing  
of the Common Seal.



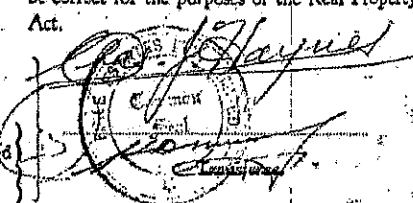
Transferor

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

WHICH IS PERSONALLY KNOWN TO ME -  
THE COMMON SEAL of PRICE ESTATES  
PTY. LIMITED was hereunto affixed  
by authority of the Board of  
Directors in the presence of:

*K. Maguire*  
Secretary



**J 48823**

Lodged by  
 (Name) WICKENS WATERS & EDGAR  
LAW STATIONERS  
67, CASTLEBACH  
 (Address) NPS 87

INDEXED  
**MEMORANDUM OF TRANSFER**  
*copy to vol 51*  
*with all relevant material to all items*  
*to be sent*

Checked by MH  
**PARTICULARS ENTERED IN REGISTER BOOKS**  
 Volumes 9046 Folios 51  
5215 11a  
 Passed (in S.D.B.) by 22nd  
 the 22nd day of January, 1963 at  
— minutes past 12 o'clock in the noon  
 Signed by J. J. J. J.  
 REGISTRAR GENERAL

**DOCUMENTS LODGED HERewith**  
 To be filled in by person lodging dealing.

1. <u>CH</u>	Received Docs. Nos.
2.	
3.	
4.	
5.	Receiving Clerk
6.	
7.	



**PROGRESS RECORD.**

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		<u>27/1/63</u>
Draft examined		<u>27/1/63</u>
Diagram prepared		
Diagram examined		<u>27/1/63</u>
Draft forwarded		<u>27/1/63</u>
Supt. of Engrs. Sects.		
Cancellation Clerk		
Vol. <u>9046</u>	Fol. <u>51 A</u>	
Diagram Fees		
Additional Folios		

EX 6

*Plax J 48823 to follow*  
*Retain 9046/51A*  
*Nov 21 1963*


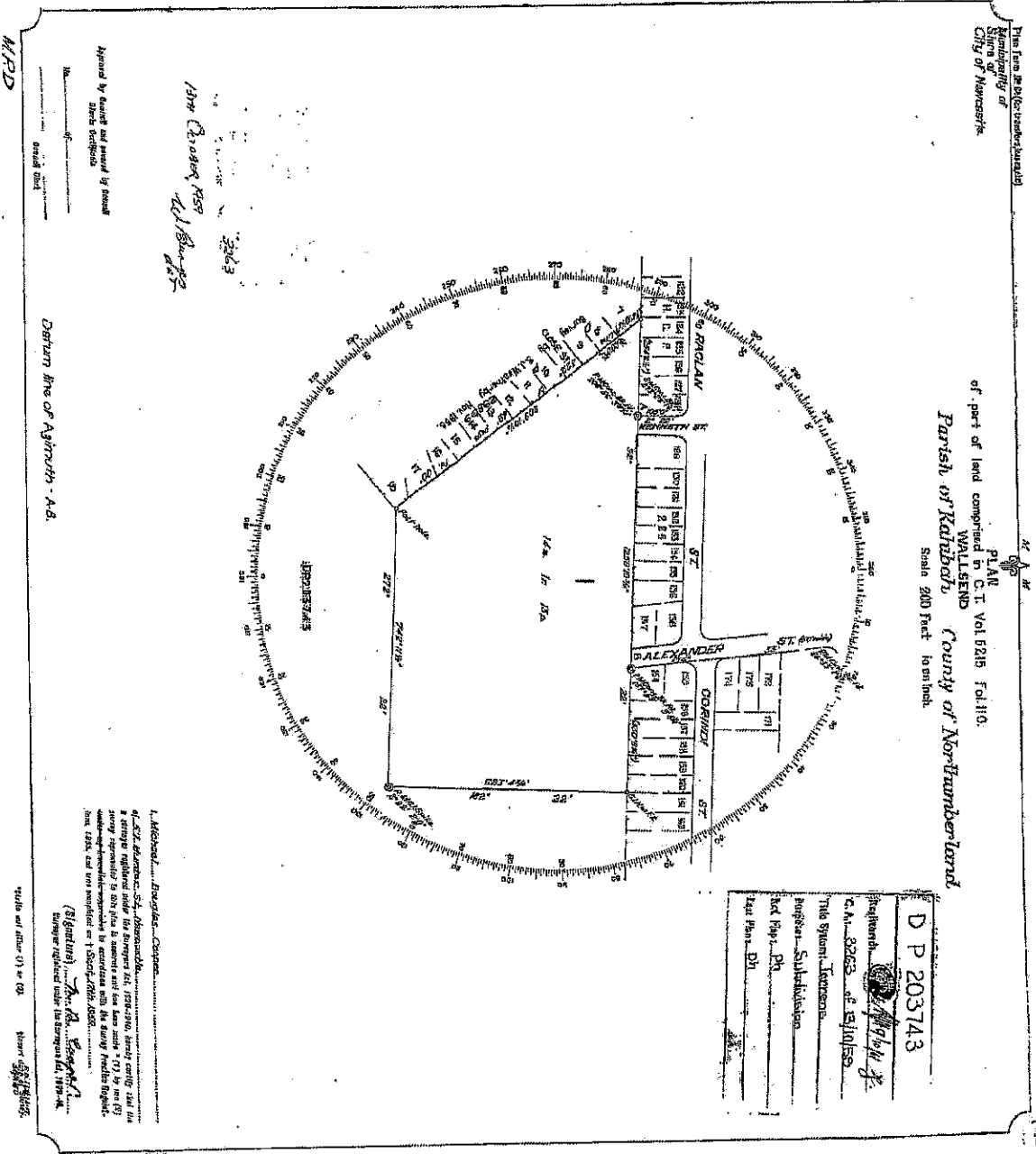
*for list of documents...*  
*...*

**B**

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 30th June, 1991

DP 203743  
 The Spon. Imenson  
 Supt. Subdivision  
 and Plans, D.I.

I, Michael Douglas Cooper, Registrar General, do hereby certify that the aforesaid plan is a true and correct copy of the original plan as submitted to me for registration and that the same is now on file in my office.

(Signature) M. Douglas Cooper  
 Registrar General, Wellington, N.Z.

Scale and other (1) to (2) shown on drawing.

This is the plan marked " " referred to in \_\_\_\_\_  
 Dated \_\_\_\_\_

CONVERSION TABLE ADDED BY REGISTRAR GENERAL'S DEPARTMENT	
DP 203743	
FEET INCHES	METRES
1 0	0.457
2 0	0.914
3 0	1.371
4 0	1.828
5 0	2.285
6 0	2.742
7 0	3.199
8 0	3.656
9 0	4.113
10 0	4.570
11 0	5.027
12 0	5.484
13 0	5.941
14 0	6.398
15 0	6.855
16 0	7.312
17 0	7.769
18 0	8.226
19 0	8.683
20 0	9.140
21 0	9.597
22 0	10.054
23 0	10.511
24 0	10.968
25 0	11.425
26 0	11.882
27 0	12.339
28 0	12.796
29 0	13.253
30 0	13.710
31 0	14.167
32 0	14.624
33 0	15.081
34 0	15.538
35 0	15.995
36 0	16.452
37 0	16.909
38 0	17.366
39 0	17.823
40 0	18.280
41 0	18.737
42 0	19.194
43 0	19.651
44 0	20.108
45 0	20.565
46 0	21.022
47 0	21.479
48 0	21.936
49 0	22.393
50 0	22.850
51 0	23.307
52 0	23.764
53 0	24.221
54 0	24.678
55 0	25.135
56 0	25.592
57 0	26.049
58 0	26.506
59 0	26.963
60 0	27.420
61 0	27.877
62 0	28.334
63 0	28.791
64 0	29.248
65 0	29.705
66 0	30.162
67 0	30.619
68 0	31.076
69 0	31.533
70 0	31.990
71 0	32.447
72 0	32.904
73 0	33.361
74 0	33.818
75 0	34.275
76 0	34.732
77 0	35.189
78 0	35.646
79 0	36.103
80 0	36.560
81 0	37.017
82 0	37.474
83 0	37.931
84 0	38.388
85 0	38.845
86 0	39.302
87 0	39.759
88 0	40.216
89 0	40.673
90 0	41.130
91 0	41.587
92 0	42.044
93 0	42.501
94 0	42.958
95 0	43.415
96 0	43.872
97 0	44.329
98 0	44.786
99 0	45.243
100 0	45.700
1 0	46.157
1 1	46.614
1 2	47.071
1 3	47.528
1 4	47.985
1 5	48.442
1 6	48.899
1 7	49.356
1 8	49.813
1 9	50.270
2 0	50.727
2 1	51.184
2 2	51.641
2 3	52.098
2 4	52.555
2 5	53.012
2 6	53.469
2 7	53.926
2 8	54.383
2 9	54.840
3 0	55.297
3 1	55.754
3 2	56.211
3 3	56.668
3 4	57.125
3 5	57.582
3 6	58.039
3 7	58.496
3 8	58.953
3 9	59.410
4 0	59.867
4 1	60.324
4 2	60.781
4 3	61.238
4 4	61.695
4 5	62.152
4 6	62.609
4 7	63.066
4 8	63.523
4 9	63.980
5 0	64.437
5 1	64.894
5 2	65.351
5 3	65.808
5 4	66.265
5 5	66.722
5 6	67.179
5 7	67.636
5 8	68.093
5 9	68.550
6 0	69.007
6 1	69.464
6 2	69.921
6 3	70.378
6 4	70.835
6 5	71.292
6 6	71.749
6 7	72.206
6 8	72.663
6 9	73.120
7 0	73.577
7 1	74.034
7 2	74.491
7 3	74.948
7 4	75.405
7 5	75.862
7 6	76.319
7 7	76.776
7 8	77.233
7 9	77.690
8 0	78.147
8 1	78.604
8 2	79.061
8 3	79.518
8 4	79.975
8 5	80.432
8 6	80.889
8 7	81.346
8 8	81.803
8 9	82.260
9 0	82.717
9 1	83.174
9 2	83.631
9 3	84.088
9 4	84.545
9 5	85.002
9 6	85.459
9 7	85.916
9 8	86.373
9 9	86.830
100 0	87.287



*CS*

*3/29 24/5*

~~And the transferee shall not be liable for~~

Reserving thereout all mines veins seams and beds of coal ironstone and other minerals not including the mineral reserved to the Crown lying in and under the subject land together with all necessary and proper rights underground right of way and other underground powers and easements to enable them to win work and conveyance, and the Transferee covenants with the Transferor that the Transferee shall not be liable for any pitfalls or subsidence or for any damage or nuisance occasioned thereby.

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 88 of the Conveyancing Act, 1919.

And for the purposes of Section 88A of the Conveyancing Act 1919 as amended it is hereby agreed and declared as follows:-

1. The land to which the benefit of the restriction is appurtenant is the land referred to in an application for a new Certificate of Title Dealing Number LL342. *SDB 10/4*
2. The land which is subject to the burden of the restrictions is the land hereby transferred.

*3/29 24/5*

ENCUMBRANCES & C., REFERRED TO

1. Reservations and conditions, if any, contained in the Crown Grants above referred to.
2. Easement for Transmission Line created by Transfer No. C181792 appurtenant to the part of the land above described formerly comprised in Certificate of Title Volume 5215 Folio 110 affecting the piece of land shown as "easement for transmission power line 10 feet wide" in plan lodged with Transfer No. C181792.
3. Easement for drainage created by Transfer No. C439184 appurtenant to the part of the land above described formerly comprised in Certificate of Title Volume 5215 Folio 110 affecting the piece of land shown as "easement for transmission power line 10 feet wide" in plan lodged with Transfer No. C439184.
4. Easement created by Transfer No. G655377 and as more fully set out therein appurtenant to the part of the land above described formerly comprised in Certificate of Title Volume 5215 Folio 111 affecting Lot 29 in Deposited Plan 29152.
5. Easement created by Transfer No. G627862 and as more fully set out therein affecting the piece of land shown as "Transmission Line Easement 100' wide" in the plan hereon.
6. Easement to let down the surface created by Transfer No. J48821 appurtenant to the part of the land above described formerly comprised in Certificate of Title Volume 5215 Folio 110 affecting Lot 1 in Deposited Plan 203743.
7. Rights to mine all coal and other minerals appurtenant to the part of the land above described formerly comprised in Certificate of Title Volume 5215 Folio 111 as set out in Transfer No. J481059.
8. Easement to drain water affecting the part of the land above described shown in plan hereon as "Easement to Drain Water 15 feet wide" created by the registration of Deposited Plan 231754. See K662339.

*Encumbrance*

*Encumbrance*

*CS*

ENCUMBRANCES & C. REFERRED TO

A very short note will suffice.  
x 1165

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.

*(Exemption 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 have 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.)*

*(Exemption may be proved where the parties are residents 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.)*

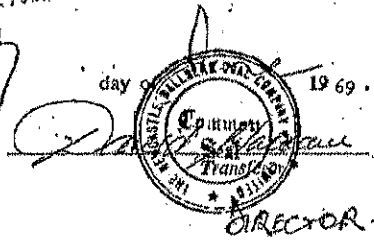
*(b) In the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.*

*(c) In any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, 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, Charge 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 Commissioner's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent 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 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.*

*\* 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 Perucon the 27 day of January 1969  
 Signed in my presence by the transferor

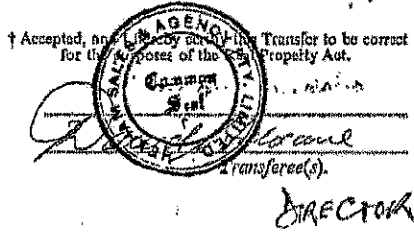


WHO IS PERSONALLY KNOWN TO ME

[Signature]  
 THE COMMON SEAL OF THE NEWCASTLE WALLSEND COAL COMPANY PTY. LIMITED WAS HERETO AFFIXED BY ORDER OF THE DIRECTORS PRESENT AT AND FORMING A BOARD OF DIRECTORS OF THE SAID COMPANY IN THE PRESENCE OF

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME  
 THE COMMON SEAL OF HEXHAM SALES & AGENCY PTY. LIMITED WAS HERETO AFFIXED BY ORDER OF THE DIRECTORS PRESENT AT AND FORMING A BOARD OF DIRECTORS OF THE SAID COMPANY IN THE PRESENCE OF



**MEMORANDUM AS TO NON-REVOCAION 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 same 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, 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 Transferor cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferor or is subject to a mortgage, encumbrance or lease, the Transferees 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.



M 127969

1038 FLOODED  
21 JUN 1971

21 JAN 4

NEW SOUTH WALES  
M 2 53  
\$=03.00  
STAMP DUTY

JAN 8 AM 10 09

Handwritten notes and scribbles, including a large '3' and some illegible text.

To:

The Registrar General,

Re: Deposited Plan 239822

Hexham Sales & Agency Pty. Limited hereby request that the instrument setting out terms of easements and restrictions as to user intended to be created pursuant to Section 88B of the Conveyancing Act 1919 be amended in the following manner -

PART 2

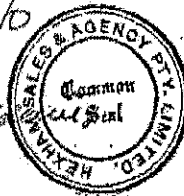
1. Paragraph 10 to be amended by deleting the words "at a cost of" appearing in the first line and inserting in place thereof the words "having a value".
2. To delete paragraph No. 14 entirely and to insert in place thereof the following -  
"No fence along the street frontage of any lot nor any side fence for a distance of 20' from the front boundary shall be higher than 1'6". No fence erected along any street frontage shall be a paling fence."

dated this

11th day of December 1970

THE COMMON SEAL OF HEXHAM SALES & AGENCY PTY. LIMITED was hereunto affixed by resolution of the Directors in the presence of

*David Hall*  
Director



*[Signature]*  
Secretary

Variations by deed  
may be noted  
*[Signature]*  
13-9-1971

Please see S.L. 2.

N1998





**HARRIS WHEELER WILLIAMS & MCKENZIE**

SOLICITORS & NOTARIES

CABLE & TELEGRAPHIC ADDRESS: "SIRRAH"

M. L. WHEELER, O.B.E., NOTARY PUBLIC,  
N. D. WHEELER  
I. S. MCKENZIE  
H. K. WILLIAMS  
T. H. DUNN

WHEN REPLYING PLEASE QUOTE

OUR REF: TP.DC  
YOUR REF:

ADDRESS MAIL

P.O. BOX 500 F, NEWCASTLE, 2300.

LYNDHURST CHAMBERS  
BOLTON & KING STREETS  
NEWCASTLE, 2300.

TELEPHONE: 2-402; (8 LINES)

ALSO AT 105 TUDOR STREET, HAMILTON.  
TELEPHONE: 61-8481.

1

29th December, 1970.

The Registrar General,  
Prince Albert Road,  
SYDNEY. 2000

*May be accepted  
(for investigations)  
Further evidence  
may be necessary  
later [Signature]*

Dear Sir,

Re: Hexham Sales & Agency Pty. Limited  
D.P. 239822

We enclose a request for variation of the instrument setting out the terms of easements and restrictions as to user intended to be created pursuant to Section 88B of the Conveyancing Act 1919 as amended which was lodged with the above deposited plan.

We confirm that none of the lots contained in the above deposited plan have been transferred. However, two contracts for sale have been exchanged in respect of certain lots but in each case there was annexed to the contract a summary of the restrictions as to user intended to be created upon the registration of the deposited plan including the amendments referred to in the enclosed request.

Yours faithfully,  
HARRIS WHEELER WILLIAMS & MCKENZIE

Enc.

*[Handwritten signature]*

B

①



**City of  
Newcastle**

# Planning Certificate

Section 10.7, Environmental Planning and Assessment Act 1979

**To:** John Cobb Solicitor  
PO Box 21  
NEW LAMBTON NSW 2305

**Certificate No:** PL2021/03526  
**Fees:** \$53.00  
**Receipt No(s):** D001951184

**Your Reference:** JC:AC5721

**Date of Issue:** 21/06/2021

<b>The Land:</b> Lot 133 DP 239822 31 Invermore Close Wallsend 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 21/06/2021. 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](http://www.newcastle.nsw.gov.au) or [www.legislation.nsw.gov.au](http://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 effectation 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.

**Bush fire:** Under clause 5.11 Bush fire hazard reduction of the Newcastle LEP 2012, bush fire hazard reduction work authorised by the Rural Fires Act 1997 may be carried out on any land without development consent.  
*NOTE: The Rural Fires Act 1997 also makes provision relating to the carrying out of development on bush fire prone land.*

*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, either in whole or in part IS 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.

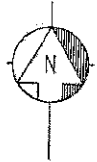
*Note: There are no matters prescribed by section 59(2) of the Contaminated Land Management Act 1997 to be disclosed, however if other contamination information is held by the Council this may be provided under a section 10.7(5) certificate.*

Issued without alterations or additions, 21/06/21  
Authorised by

**JEREMY BATH**  
**CHIEF EXECUTIVE OFFICER**



SERVICE LOCATION PLAN



APPLICATION NUMBER: 9108862793

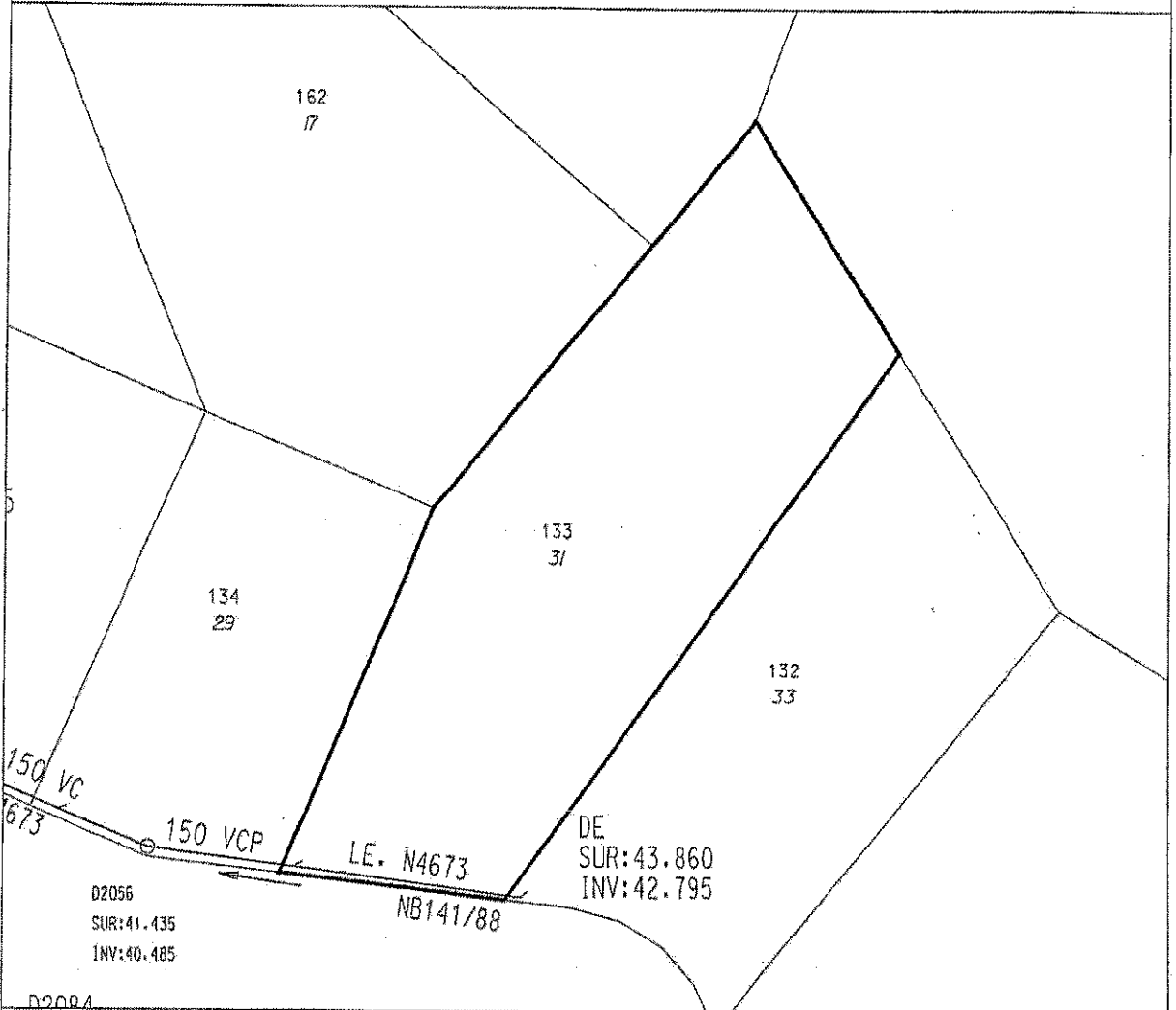
APPLICANT REF: JRD:SLK:6249

APPLICANT NAME: MASON LAWYERS

PREMISE NO.: 7755210579

PROPERTY ADDRESS: 31 INVERMORE CL WALLSEND 2287

LOT/SECTION/DP: 133//239822



D2084

SEWER POSITION APPROXIMATE ONLY.  
 SUBJECT PROPERTY BOLDDED.  
 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 A COMMERCIAL DEVELOPMENT (RETAIL, MEDIUM DENSITY, RESIDENTIAL, ETC) IS UNDERTAKEN. IN THESE CASES, IT IS RECOMMENDED THAT YOU SEEK ADVICE ON THE SPECIAL REQUIREMENTS PRIOR TO PURCHASE. PHONE 1300 657 657

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

Date:  
 08-DEC-2007

Scale:  
 1:500

(C) CADASTRAL/CONTOUR DATA  
 LAND INFORMATION CENTRE

(C) SEWER/WATER UTILITY DATA  
 HUNTER WATER CORPORATION