

# Contract for the sale and purchase of land 2017 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW Duty:</b>
vendor's agent	<b>David Haggarty First National</b> 454 High Street, Maitland, NSW 2320	Phone: 4933 5544 Fax: 4933 1706
co-agent		
vendor		
vendor's solicitor	<b>Evans &amp; Wislang</b> 2 Princeton Avenue, KOTARA NSW 2289 PO Box 93, KOTARA NSW 2289	Phone: 02 4952 5344 Fax: 02 4952 5399 Ref: TW:KG:39284 E:toni@evansandwislang.com.au
date for completion land (address, plan details and title reference)	<b>35th day after the date of this contract</b> 64 Bligh Street, Telarah, New South Wales 2320 Registered Plan: Lot 31 Section M Plan DP 5763 Folio Identifier 31/M/5763	(clause 15)

improvements  VACANT POSSESSION  subject to existing tenancies  
 HOUSE  garage  carport  home unit  carspace  storage space  
 none  other:

attached copies  documents in the List of Documents as marked or as 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 checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input checked="" type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: Air-conditioner, Fans, Garage door remote control, Garden shed, Whiz bins		
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$			
balance	\$	(10% of the price, unless otherwise stated)		
contract date	(if not stated, the date this contract was made)			

buyer's agent deposit to be invested  NO  Yes

\_\_\_\_\_  
**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)  
**proposed electronic transaction** (clause 30)

- NO       yes  
 NO       yes

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

land tax is adjustable

- NO       yes

GST: Taxable supply

- NO       yes in full

yes to an extent

margin scheme will be used in making the taxable supply

- NO       yes

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

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

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

**List of Documents**

**General**

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

**Swimming Pools Act 1992**

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

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

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

**Other**

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**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—SWIMMING POOLS**

An owner of a property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

### COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, EXCEPT in the circumstances listed in paragraph 3.
3. There is NO COOLING OFF PERIOD:
  - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
  - (b) if the property is sold by public auction, or
  - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
  - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

### DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal or mediation (for example mediation under the Law Society Mediation Model and Guidelines).

### AUCTIONS

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

**WARNINGS**

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

Australian Taxation Office	NSW Fair Trading
Council	NSW Public Works
County Council	Office of Environment and Heritage
Department of Planning and Environment	Owner of adjoining land
Department of Primary Industries	Privacy
East Australian Pipeline Limited	Roads and Maritime Services
Electricity and gas authority	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications authority
Local Land Services	Transport for NSW
NSW Department of Education	Water, sewerage or drainage authority

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

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

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

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

In this contract, these terms (in any form) mean –

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

**2 Deposit and other payments before completion**

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

**3 Deposit-bond**

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

**4 Transfer**

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

**5 Requisitions**

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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 The purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

**7 Claims by purchaser**

- The purchaser can make a claim (including a claim under clause 6) before completion only by *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 *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a *service* for the *property* being a joint *service* or passing through another *property*, or any *service* for another *property* passing through the *property* ('*service*' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water *service*);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or



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

- 13.8.1 this sale is not a taxable supply in full; or  
 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –  
 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and  
 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –  
 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;  
 14.4.2 by adjusting the amount that would have been payable if at the start of the year –  
 • the person who owned the land owned no other land;  
 • the land was not subject to a special trust or owned by a non-concessional company; and  
 • if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –  
 14.6.1 the amount is to be treated as if it were paid; and  
 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**  
 The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –  
 16.7.1 the price less any;

- deposit paid;
  - *remittance amount* payable; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by fax to the *party's solicitor*, unless it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 and 2) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
  - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

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

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each party must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- ## 25 Qualified title, limited title and old system title
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and

- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

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



- 30.6.1 populate the *Electronic Workspace* with title data;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, within 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must within 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with mortgagee details, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 30.9.2 the vendor must populate the *Electronic Workspace* with payment details at least 1 *business day* before the date for completion.
- 30.10 At least 1 *business day* before the date for completion, the parties must ensure that –
- 30.10.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the ECNL are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.
- 30.13 If the *Electronic Workspace* allows the parties to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the parties –
- 30.13.1 normally, the parties must choose that financial settlement not occur; however
- 30.13.2 if both parties choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the parties do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the party required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                             |  |
|-----------------------------|--|
| <i>adjustment figures</i>   | 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>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i>
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

### 31 Foreign Resident Capital Gains Withholding

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

**1 Real Estate Agents**

The Purchaser was not introduced to the property or the Vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendors agent, if any, specified in this contract). The Purchaser will indemnify the Vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the Purchaser and against all claims and expenses for the defence and determination of such a claim made against the Vendor. This right continues after completion

**2 Notice to complete**

2.1 Despite any rule of law or equity to the contrary, the Vendor and the Purchaser agree that any notice to complete under this contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.

2.2 In the event that the Vendor issues a notice to complete pursuant to 2.1 then the Purchaser agrees to pay the sum of \$200.00 plus GST to the Vendor's solicitor on completion to reimburse the Vendor for the cost of issuing the notice to recover any other damages.

2.3 In the event that the vendor issues a notice to complete and such notice to complete requires settlement after 31 December, regardless of whether the Contract provides for land tax adjustment, the purchaser will pay on settlement in addition to the purchaser price Land Tax adjusted on a daily basis for the year in which the matter settles.

**3 Condition of property**

The Purchaser accepts the property in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the Purchaser cannot make a claim or requisition or rescind or terminate in this regard.

**4 Capacity**

Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, if either party (and if more than one person comprises that first party then any one of them) prior to completion:

4.1 dies or becomes mentally ill, then the other party may rescind this contract by written notice to the first party's conveyancer and thereupon this contract will be at an end and the provisions of clause 19 apply; or

4.2 Being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this contract.

**5 Late completion**

Provided that the Vendor is ready, willing and able to give title to the Purchaser, if this contract is not completed for any reason (other than the Vendor's default) on or before the completion date then in addition to any other right which the Vendor may have under this contract or otherwise the Purchaser will on completion of this contract pay to the Vendor interest on the balance of the purchase price at the rate of 10% per annum calculated on daily balances, commencing on the completion date and continuing until completion of this contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion.

**6 GST**

The Purchaser warrants that the property will be used predominately for residential accommodation. The Purchaser will indemnify the Vendor against any liability to pay GST arising from breach of this warranty. This right continues after completion.

**7 Claims by the Purchaser**

7.1 Notwithstanding the provisions of clauses 6 and 7 hereof, the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purpose of clauses 7 and 8 hereto entitling the Vendor to rescind this contract.

**8 Deposit Bond**

In the event of the Vendor accepting the payment of the deposit by way of a bond, the following shall apply;

- (i) The expression "Bond" in this contract means a Deposit Guarantee Bond issued to the Vendor at the request of the Purchaser by a Guarantor (either named in this contract or otherwise agreed between the Vendor and the Purchaser).
- (ii) The delivery to the Vendor's Solicitor of a Bond which binds the Guarantor to the Vendor shall, subject to (a) and (b) of this sub-clause be deemed for the purposes of this contract to be payment of the guaranteed amount at the time of such delivery on account of the deposit to the person or persons nominated in the contract to receive the deposit, and the following provisions shall apply: -
  - (a) On completion of this Contract or at such other time as may be provided for the deposit to be accounted for to the Vendor, the Purchaser shall pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed bank cheque; or
  - (b) If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit, then such service shall operate as a demand upon the Purchaser for payment forthwith of the deposit (or so

much thereof as has not been paid) and upon failure of the Purchaser to pay the same within two (2) clear business days of service of such notice the Vendor shall be entitled to demand payment from the Guarantor in accordance with the provisions of the Bond, and the provisions of this Contract in relation to the deposit shall then apply as though this Contract had just been made and required payment of the deposit within two (2) clear business days of demand on the Guarantor.

**9 Requisitions on Title**

- 9.1 The Purchaser agrees that the only form of general Requisitions on the title the Purchaser may make pursuant to Clause 5 of the contract shall be in the form annexed hereto.
- 9.2 The Purchaser acknowledge that these Requisitions on title must be served on the Vendor in accordance with Clause 5 of the contract.

**10 Mine Subsidence**

The Purchaser may rescind this contract if the owner of the improvements on the land is not entitled, as at the date of this Contract, to claim compensation from the Mine Subsidence Board in respect of any damage to the land and/or improvements arising from mine subsidence, and written communication from the Mine Subsidence Board to that effect shall be conclusive for the purposes of this condition.

- 11 Notwithstanding any other provision in this Contract for Sale, in the event that the title is Limited Title but not Qualified Title, the Vendor shall be under no obligation to provide to the Purchaser any Abstract of Title or Old System Documents in relation to the subject property.

**12 Deposit**

- 12.1 The parties acknowledge that the deposit is 10% of the purchase price and it is an essential term of this Contract that the Purchaser pays the deposit to the Vendor as follows:

- 12.1.1 as to 0.25% of the purchase price on the date of this Contract; and  
12.1.2 as to the balance of the deposit remaining to make up 10% of the price on or before 5.00pm on the 5<sup>th</sup> business day after the date of this Contract.

- 12.2 If the Contract is terminated in circumstances which entitle the Vendor to have the deposit forfeited to them, the balance of the deposit will become immediately due and payable by the Purchaser to the Vendor.

**13. General Warranties**

- 13.1 The provisions set out in this contract contain the entire agreement between the parties as at the date of this Contract notwithstanding and negotiations or discussions held, or any documents signed or brochures produced prior to the date of this contract.
- 13.2 The Purchaser agrees that in entering this Contract the Purchaser is relying upon his own enquiries relating to and inspection of the property.
- 13.3 The Purchaser agrees that in entering this Contract the Purchaser has not relied upon any conduct, warranty or representation made by or on behalf of the Vendor except those that are expressly provided in this Contract.
- 13.4 The Purchaser agrees that neither the Vendor nor any person on behalf of the Vendor, has made any representation or warranty upon which the Purchaser relies as to the fitness or suitability for any particular purpose of the property or of any financial return or income to be derived from the property.
14. The Vendor does not warrant that any swimming pool (including any swimming pool fencing) on the property complies with the requirements imposed by the Swimming Pools Act 1992 and the Regulations prescribed under that Act or any other Act or Regulations relating to swimming pools all of which are referred to as the "Swimming Pool Legislation".

The Purchaser shall not be entitled to make any objection, requisition or claim for compensation should it be established that the swimming pool and swimming pool fencing does not comply with the provision of the Swimming Pool Legislation.

Clause 11.1 of the Contract is amended to the extent that it is the Purchaser who shall comply with any Notice or Order made by the Local Council or other Statutory Authority relating the swimming pool and swimming pool fencing whether or not such Notice was given or Order was made prior to the date hereof.

15. The vendor and the purchaser agree that the clauses of the printed form of Contract are amended as follows:
- 15.1 Clause 16.5 – delete "plus another 20% of that fee".
- 15.2 Clause 20.6.5 – insert the words "or by email" after the words "by fax".
- 15.3 Clause 23.9.1 shall be deleted.
- 15.4 Clause 23.13 – delete "7" and replace with "3".

16. The parties acknowledge and agree that the execution of this Contract by the parties may be effected by the use of either facsimile or photocopies signatures (hereinafter called "the manner of the parties execution of the Contract").

The parties agree that they shall not make any requisition, objection or claim (whether for compensation or not), nor claim any right to terminate or rescind this Contract, or delay the completion of this Contract due to the manner of the parties execution of the Contract.

The parties agrees to provide to the other parties a counterpart of this Contract containing the original signatures of the parties (hereinafter called "the further counterpart of the Contract") within ten (10) days after the date of this Contract.

The parties further acknowledge and agree that the further counterpart of the Contract shall bear the date of this Contract (hereinafter called "the date of the further counterpart of the Contract").

The parties further agree that they shall not make any requisition, objection or claim (whether for compensation or not), nor claim any right to terminate or rescind this Contract, or delay the completion of this Contract due to the date of the further counterpart of the Contract.

**17. Directors Guarantees**

If the purchaser is a Company, the officers or persons who sign this Contract on behalf of the company or who attests the Seal of the company on this Contract;

- a. Jointly and separately guarantees all obligations of the purchaser under this Agreement including the payment of the purchase price; and
- b. Jointly and separately indemnifies the vendor's in respect of any default of the purchaser under this Agreement; and

This guarantee and indemnity is given by each guarantor as principal and is not discharged or released by any release or variation of this Agreement between the vendors and the purchaser.

18. Should the purchaser become entitled to rescind this Contract for breach of the warranty in clause 16 of part 5 of the Conveyancing (Sale of Land) Regulations 2010, the vendor is also entitled to rescind the Contract. In the event of the rescission by the vendor in accordance with this clause the provisions of clause 19 of this Contract will apply.

19. The purchaser acknowledges that if there is currently a tenant in the property and this Contract requires vacant possession, in order for vacant possession of the property to be delivered to the purchaser, the vendor is required to give the tenant, in writing, 30 days notice that the tenant is required to vacate the property ("the Notice"). The vendor agrees to cause the real estate agent to serve the Notice on the tenant. In the event the tenant does not vacate the property within the 30 day period specified in the Notice, the Completion date is extended by a reasonable period of time to allow the vendor to deliver vacant possession of the property.

20. The parties acknowledge and agree that where the property is within the area serviced by Hunter Water Corporation (HWC), HWC does not make Sewer Lines Location Diagram available in the ordinary course of administration.

**Sale subject to Finance**

**THIS CLAUSE FORMS PART OF THE CONTRACT FOR SALE OF LAND**

**Finance**

- (a) It is a condition of this agreement that the Purchaser shall obtain approval of finance from a bank or financial institution for the purchase of the property in accordance with this clause and the Finance Schedule.
- (b) The Purchaser shall promptly, at the Purchaser's expense:
  - (i) apply for finance in accordance with the Finance Schedule within 24 hours of the date of this Contract;
  - (ii) make and pursue the finance application, pay all fees, supply all particulars, certificates and valuations and do all other things as may be reasonably required for the purpose of the application; and
  - (iii) inform the vendors regarding the progress of the finance application whenever reasonably requested to do so by or on behalf of the Vendor and provide such evidence in support as requested by the Vendor.
- (c) This clause is for the benefit of the Purchaser who may, prior to rescission of this Contract, waive the benefit thereof.
- (d) Should the purchaser fail to exercise their right of rescission by 5pm on the last day of the time limited in the Finance Schedule then this Contract will be deemed to be unconditional.
- (e) If without default on the part of the Purchaser the finance approval in writing has not been obtained in accordance with this clause within the time limited in the Schedule either party shall be entitled by notice served upon the other to rescind this Contract provided that if the Purchaser has obtained the finance approval in writing prior to service of such notice of rescission by either party, neither party shall thereafter be entitled to rescind this Contract for want of such approval.
- (f) Upon rescission pursuant to this clause the provisions of clause 19 shall apply except that the Vendor shall be entitled to an amount of 0.25% of the purchase price (which may at the option of the Vendor, be paid from the deposit) towards the Vendor's legal costs and disbursements.
- (g) Should the schedule below not be completed this clause does not apply.

**FINANCE SCHEDULE**

Lender:

Amount of Loan: \$

Security: Registered first mortgage over the land described as "land" in this Contract.

Time Limits: Number of days after the making of this Contract for obtaining written approval of finance is seven (7) days.

# EVANS & WISLANG

SOLICITORS & CONVEYANCERS

PO BOX 93  
KOTARA NSW 2289

2 PRINCETON AVENUE  
KOTARA NSW 2289

RE: Worth & Scott Proposed Sale

PROPERTY: 64 Bligh Street, Telarah

1.	In these requisitions "property" means land together with improvements and fixtures, "land" means land without improvements and fixtures, "improvements" means improvements and fixtures.
2.	When the transaction between our clients is a mortgage, these requisitions should apply by substituting "mortgagor" for "Vendor" and "mortgagee" for "Purchaser".
3.	The replies provided will be regarded as remaining correct and applicable up to the date of the completion of the transaction between our respective clients. If you become aware before completion that any of these replies are inaccurate, you will undertake to inform us of that fact before completion and to furnish in writing the reply considered by you to be appropriate.
4.	At the time of completion the Vendor is to be seised or registered as proprietor in fee simple free from all covenants, encumbrances and caveats except that all mortgages and charges (if any) to be discharged at or prior to completion.
5.	Rates, taxes and similar periodical payments are to be paid at the time of completion and apportionment made.
6.	If the Contract so provides vacant possession is to be given on completion, otherwise notices to Tenants under the Tenant and Landlord Act are to be handed over on completion.
7.	Searches, survey and inspections must result satisfactorily.
8.	If the land is under the Real Property Act, Section 57 of the Conveyancing Act must be complied with otherwise subsection 2(e) of Section 53 of the Conveyancing Act must be complied with and all deeds and documents relating solely to the subject land handed over on settlement.
9.	Has the Vendor notice or is he aware of: a. Any resumption of compulsory acquisitions affecting the land or of any proposal to do so; b. Any liability or order under the Dividing Fences Act 1991 or any notice to or by the Vendor thereunder or application pending in respect thereof; c. Any requirements of or work performed or being performed or proposed by any Local Government, Water & Sewerage, Public Health, Pastures Protection Board or other component authority which would involve the performance of work or the expenditure of money in connection with the land sold; d. Any prohibition of or restrictions as to the use of the land by virtue of closing order statute, proclamation or otherwise; e. Any statutory charge or sum of money recoverable from the owner for the time being of the land (eg, for curbing and guttering); f. The proposed performance of any work or works which would give rise to any such charge of sum of money as is referred to in paragraph (e); g. Any easement, drain, profit, encumbrance or legal charge affecting the subject land and not disclosed by the Certificate or Abstract of Title; h. Any restrictive covenants affecting the subject land and not disclosed by the Certificate of Abstract of Title; i. Any Mining Authority or Mining Lease or application therefore affecting the subject land; j. Any realignment of the street to which the subject land has frontage; k. Any pending suit reacting to the title of the subject land or other claim adverse to that of the Vendor; l. Anything in the nature of a nuisance affecting the subject land; m. The land being affected by Section 40 of the Housing Act; n. Any adverse possession or occupation of the land or any part thereof; o. Any encroachments by or upon the subject land; p. Any notice or requirement of any statutory or public authority affecting the land or improvements thereon which have not been complied with.
10.	a. Is the Vendor liable to render a return for State Land Tax purpose? If so, has the last return due been rendered? b. Is the Vendor liable to pay State Land Tax? If so, has tax been assessed and paid in respect

	of land held at 31 December last?
11.	Is the Vendor under any disability by reason of infancy, bankruptcy or otherwise howsoever.
12.	When and where may the title deeds be inspected?
13.	Has the Vendor (1) a survey certificate and/or (2) Building Certificate that he will hand over on loan pending completion.
14.	Is the Vendor aware of any latent defect in the subject land which prevents or diminishes reasonable use thereof and in particular whether any covered drain sewer or water channel intersects the subject land?
15.	Has any relevant Plan of Subdivision been approved and registered?
16.	Is the Vendor aware of any agreement with or conditions imposed by any town or county planning authority providing for a building to be demolished wholly or partly without compensation or providing for restricted compensation for injury caused by any town or county planning scheme or in any way affecting the land or any improvements thereon or the user thereof?
17.	Are there any outstanding liabilities to the Water and Sewerage authority for sewerage connections or similar work?
18.	Are the water, sewerage, drainage and gas connections wholly within the boundaries of the subject land? If not, appropriate assignable rights to retain same in their existing position must be evidenced and assigned to the Purchaser.
19.	Are there any continuing breaches of Water and Sewerage By-laws (eg discharge of roof water into sewer) or of the Local Government Building Ordinances?
20.	Has the Vendor cause to be made, or is he aware, of any: <ul style="list-style-type: none"> <li>a. Improvement to the land; or</li> <li>b. Additions or alterations to any improvements on the land or;</li> <li>c. Connections or installations, including water, sewerage, drainage, gas or electricity without the consent of the relevant authorities where such consent is required?</li> </ul>
21.	<ul style="list-style-type: none"> <li>a. Does the property lie within a Mine Subsidence District under the provisions of the Mines Subsidence Compensation Act, 1961?</li> <li>b. Does the property form part of a subdivision of land with a Mine Subsidence District affected since 1 July 1961?</li> <li>c. Does the property form part of a subdivision of land affected prior to 1 July 1961, within a district proclaimed under the Mines Subsidence Act?</li> <li>d. If the property lies within a Mines Subsidence District have any improvements (whether or not requiring the consent of the Local Council) been erected since 1 July 1961?</li> <li>e. If the answer to b, c and/or d is in the affirmative we must be satisfied that the approval of the Mine Subsidence Board was obtained and that the owner complied with any conditions or requirements imposed by the Board or the relative Act.</li> <li>f. <ul style="list-style-type: none"> <li>i. Was a conditional right to insure improvements erected prior to 1 July 1961, granted by the Mines Subsidence Board?</li> <li>ii. If so, has the owner or his predecessor in title complied with the conditions imposed by the Board?</li> </ul> </li> <li>g. Is the Vendor aware of any claim in respect of the subject property having been made under the Mine Subsidence Compensation Act, 1961?</li> </ul>
22.	Are there any goods, fittings or fixtures which are attached to the subject land sold which are subject to any hire purchase agreement, or not owned by the Vendor for any other reason?
23.	Is any wall a party wall? If so, the benefit of any agreement relating thereto must be assigned to the Purchaser.
24.	Was the dwelling built within the last seven (7) years, or have there been additions or alterations to the property within that time?
25.	Does the Vendor consider himself entitled to remove any of the fittings and fixtures in and about the property including stoves, copper, light fittings, shades, globes, fly-proof doors or windows, clothes lines, TV antenna or similar fittings?
26.	<p>If the subject property includes a swimming pool:</p> <ul style="list-style-type: none"> <li>a. Was its construction commenced before or after 1 August 1992?</li> <li>b. Has the construction of the swimming pool been approved under the Local Government Act 1919? If so, please supply details of such approval.</li> <li>c. Are the access requirements specified in the Swimming Pools Act, 1992 and the Regulations under such Act complied with in respect of the swimming pool?</li> <li>d. Is any safety fence of the swimming pool (under the Swimming Pools Act, 1992 and Regulations) also (in whole or in part) a dividing fence of the property under the Dividing Fences Act 1991?</li> <li>e. Has the Vendor a certificate under Section 30 of the Swimming Pools Act, 1992 in respect of the swimming pool that he will hand over on loan pending completion?</li> </ul>
27.	.a. Was the property the subject of a registered Lease under Section 5A of the Landlord and



	Tenant (Amendment) Act, 1948 as at 1 January 1969?
b.	What are the nature and extent of the rights of the person(s) in possession of the subject property?
c.	If the Vendor asserts possession by the tenant then the following must be answered:
	I. Who is the tenant and what are the rental and the terms of the tenancy?
	II. If the premises comprise a residence or if a residence is the subject of a separate tenancy, has any "wealthy tenant" procedure been commenced against the tenant?
	III. Who resides with the name tenant in the subject premises (particulars of relationship and age are to be given if known).
	IV. Will the Vendor hand over his last Valuer General Valuation of the subject property?
	V. Any 17A agreement relevant to the tenancy should be handed over on completion.
	VI. Is the property affected by any order of or applicable to the Fair Rents Board? If so, give dates and details.
	VII. What was the rent payable on 1 January 1969?
28.	Particulars of tenancies (including date of commencement) to be handed over and original handed over on settlement.
29.	Is the Vendor aware of any defects in any retaining walls.
30.	Has any order or any application for an order been made under the Trees (Disputes Between Neighbours) Act 2006 which requires work to be carried out in relation to any tree on the property?



FOLIO: 31/M/5763

SEARCH DATE	TIME	EDITION NO	DATE
7/2/2018	4:22 PM	5	5/5/2017

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO. CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND

LOT 31 OF SECTION M IN DEPOSITED PLAN 5763
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF GOSFORTH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP5763

FIRST SCHEDULE

VANESSA GAYE WORTH
KIMBERLEY RAE SCOTT
AS JOINT TENANTS

(T AM358095)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 616622 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
3 AM358096 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

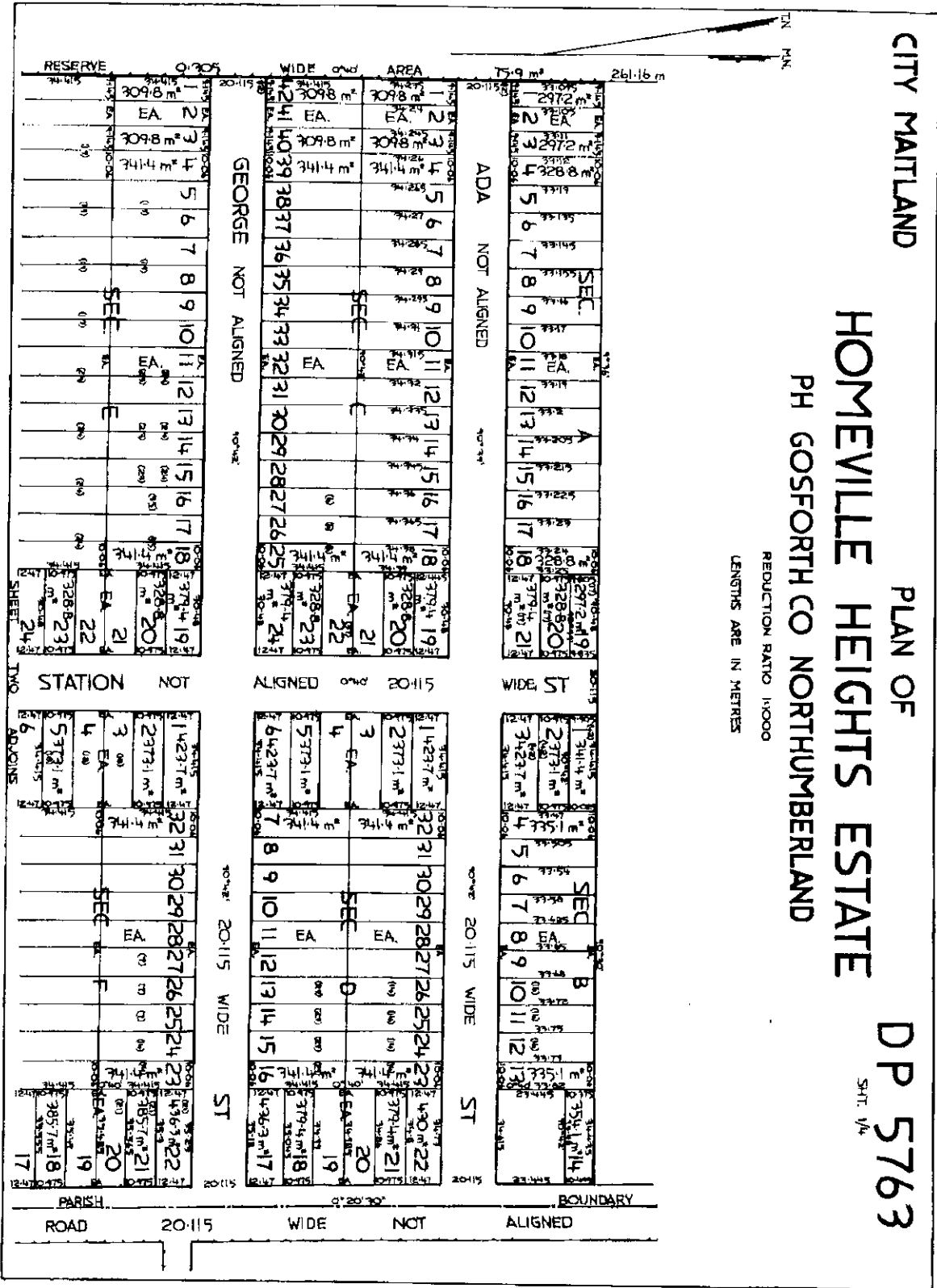
CITY MAITLAND

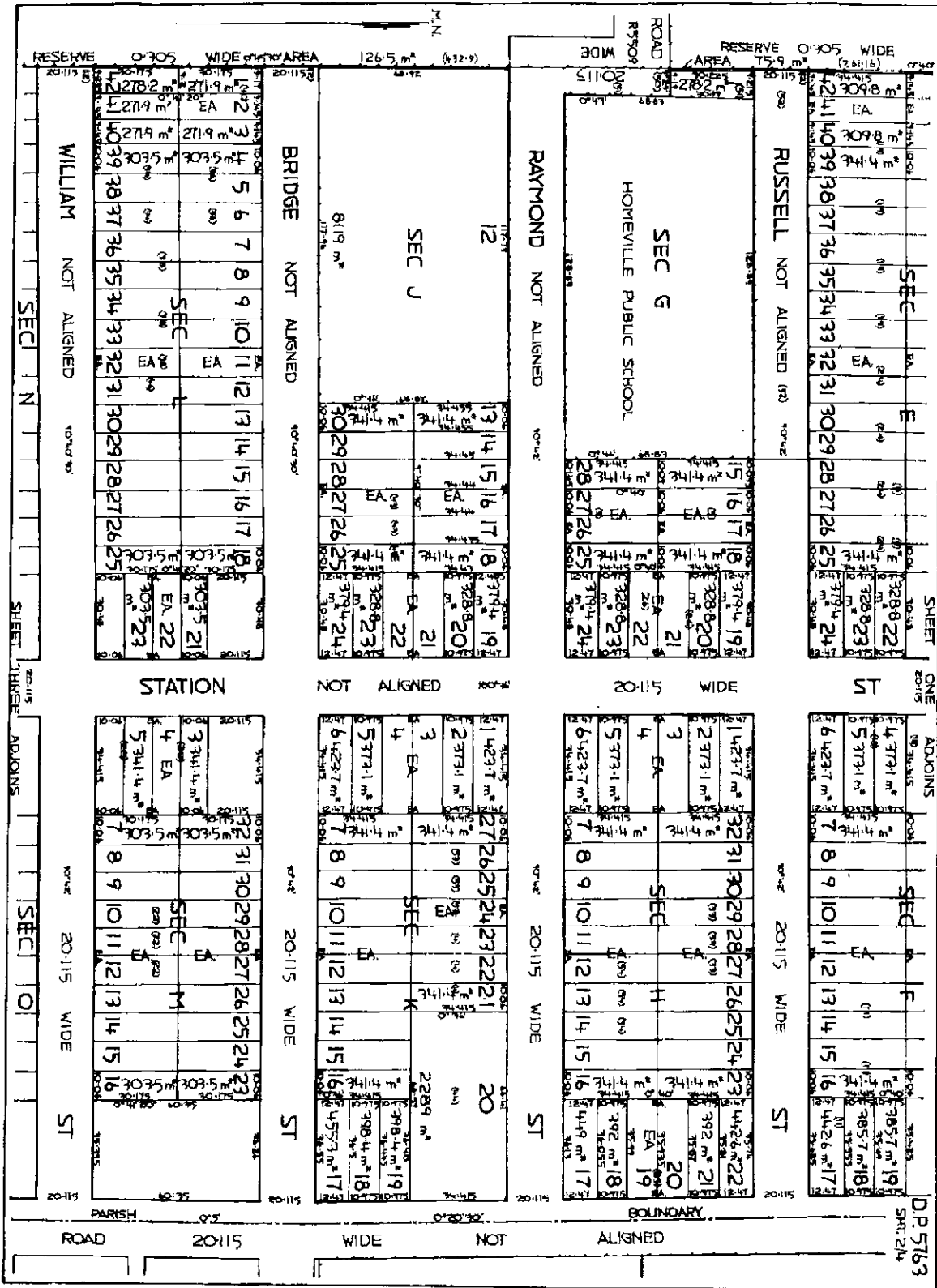
PLAN OF  
 HOMEVILLE HEIGHTS ESTATE

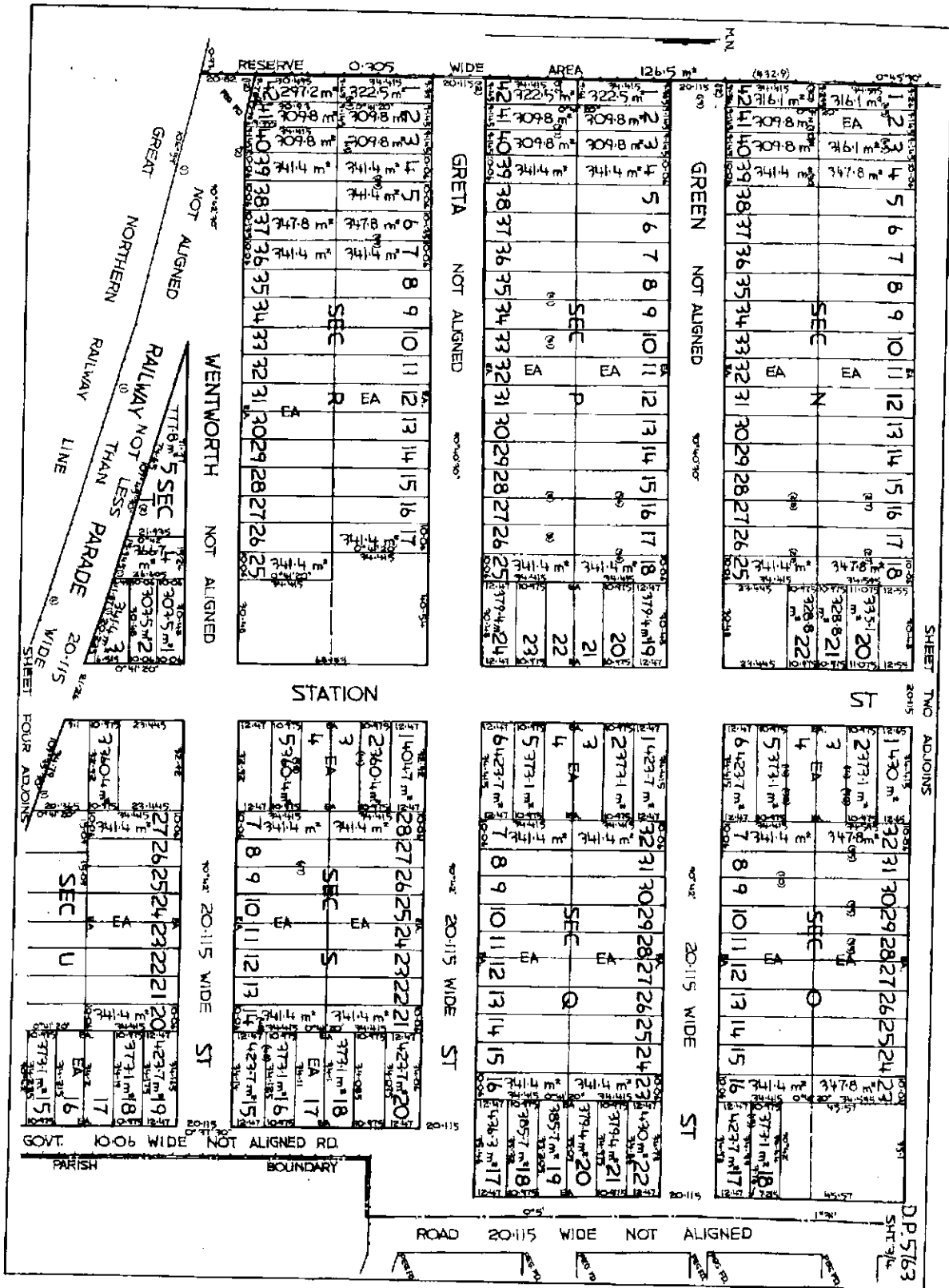
PH GOSFORTH CO NORTHUMBERLAND

DP 5763  
 SHT 1/4

REDUCTION RATIO 1:1000  
 LENGTHS ARE IN METRES







SHEET TWO ADJOINS

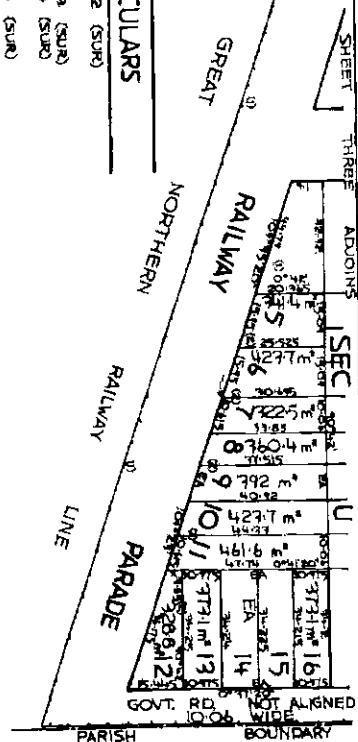
DP 5763  
SHT 3/4

D.P. 5763  
 SHT. 4A

NOTES

NO	LOT	SEC	PARTICULARS
(1)	PT-3	T	LAND ACQUIRED BY THE CHIEF
(2)	UDAD	U	CONTR FOR RYS & TMS WIDE LTR/MA
(3)	PT-4	G	WIDE HIGHWAY RE SHOWN OF RD.
(4)	PT-27	K	F.R. 164571 (SUR)
(5)	164571	G	F.R. 164571 (SUR)
(6)	25-27	C	F.R. 314022
(7)	25-27	F	F.R. 314022
(8)	24-28	P	F.R. 314024
(9)	25-28	E	F.R. 314024
(10)	0169	E	F.R. 314024 (SUR)
(11)	19-17	F	F.R. 314025
(12)	19-17	F	F.R. 314025
(13)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(14)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(15)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(16)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(17)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(18)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(19)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(20)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(21)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(22)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(23)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(24)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(25)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(26)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(27)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(28)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(29)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(30)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(31)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(32)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(33)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(34)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(35)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(36)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(37)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(38)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(39)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(40)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(41)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(42)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(43)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(44)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(45)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(46)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(47)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(48)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(49)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED
(50)	23-24	D	ACQUIRED BY CHEATH N/A DISPOSED

NO	LOT	SEC	PARTICULARS
(51)	16-16	L	F.R. 317062 (SUR)
(52)	16-16	L	F.R. 317062 (SUR)
(53)	16-16	L	F.R. 317062 (SUR)
(54)	16-16	L	F.R. 317062 (SUR)
(55)	16-16	L	F.R. 317062 (SUR)
(56)	16-16	L	F.R. 317062 (SUR)
(57)	16-16	L	F.R. 317062 (SUR)
(58)	16-16	L	F.R. 317062 (SUR)
(59)	16-16	L	F.R. 317062 (SUR)
(60)	16-16	L	F.R. 317062 (SUR)
(61)	16-16	L	F.R. 317062 (SUR)
(62)	16-16	L	F.R. 317062 (SUR)
(63)	16-16	L	F.R. 317062 (SUR)
(64)	16-16	L	F.R. 317062 (SUR)
(65)	16-16	L	F.R. 317062 (SUR)
(66)	16-16	L	F.R. 317062 (SUR)
(67)	16-16	L	F.R. 317062 (SUR)
(68)	16-16	L	F.R. 317062 (SUR)
(69)	16-16	L	F.R. 317062 (SUR)
(70)	16-16	L	F.R. 317062 (SUR)
(71)	16-16	L	F.R. 317062 (SUR)
(72)	16-16	L	F.R. 317062 (SUR)
(73)	16-16	L	F.R. 317062 (SUR)
(74)	16-16	L	F.R. 317062 (SUR)
(75)	16-16	L	F.R. 317062 (SUR)
(76)	16-16	L	F.R. 317062 (SUR)
(77)	16-16	L	F.R. 317062 (SUR)
(78)	16-16	L	F.R. 317062 (SUR)
(79)	16-16	L	F.R. 317062 (SUR)
(80)	16-16	L	F.R. 317062 (SUR)



PRIOR: H. 11172  
 EXMID: 30-1172

SGND: F.H. REUS  
 DATED: MARCH 1904  
 AZIMUTH TAKEN FROM  
 P.A. 15449  
 ASSUMED MAGNETIC  
 VARIATION 9° 30' E

30/6/822

Act No 200 of 1911, R 1911, 3, 22 PM



MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1908



25 JUL 1911 4 PM

Title  
Mortgages  
Cautions

FOR SINGLE

Name, residence, occupation, or other description of full transferee

I, SOUTH GRETA COLLIERY (NO LIABILITY) a company duly incorporated and carrying on business at Sydney in the State of New South Wales

If a less estate, estate or interest is transferred, the transferee shall be deemed to take the same subject to the registered encumbrances, and to the registered mortgages, (See page 2.)

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 by memorandum underwritten or endorsed hereon, in consideration of SIX THOUSAND POUNDS

(£ 6000:0:0)

If the consideration is not pecuniary, state in substance the consideration

Name, residence, occupation, or other description in full of transferee

paid for by HOMEVILLE HEIGHTS ESTATE LIMITED a Company duly incorporated and carrying on business in New South Wales

If a widow, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

the receipt whereof I hereby acknowledge

If a less estate, estate or interest is transferred, the transferee shall be deemed to take the same subject to the registered encumbrances, and to the registered mortgages, (See page 2.)

do hereby transfer to the said 'Homeville Heights Estate Limited'

Area, in acres, rods, or perches.

ALL THE Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing

Part or town and county.

situate in the Parishes of Gosforth and Midland and

"The whole" or "part" as the case may be.

being part of the land comprised in Certificate of Title

"Crown Grant" or "Certificate of Title."

dated 15th March 1910 registered volume No. 2043 folio 133

State and if not incorporated, the residence and occupation of the transferee. If the whole land is the subject of the certificate or title, the transferee shall be deemed to take the same subject to the registered encumbrances, and to the registered mortgages, (See page 2.)

And being lots Two to Twenty one Section A lots One to Thirteen inclusive Section B Three lots One to Sixteen and Nineteen to Twenty one inclusive Section C One to Sixteen and Nineteen to Twenty one inclusive Section D One to Sixteen and Nineteen to Twenty one inclusive Section E lots Two to Thirty inclusive Section F lots One to Sixteen and Nineteen to Twenty one inclusive Section G lots One to Sixteen and Nineteen to Twenty one inclusive Section H lots One to Sixteen and Nineteen to Twenty one inclusive Section I lots One to Sixteen and Nineteen to Twenty one inclusive Section J lots One to Sixteen and Nineteen to Twenty one inclusive Section K lots One to Sixteen and Nineteen to Twenty one inclusive Section L lots One to Sixteen and Nineteen to Twenty one inclusive Section M lots One to Sixteen and Nineteen to Twenty one inclusive Section N lots One to Sixteen and Nineteen to Twenty one inclusive Section O lots One to Sixteen and Nineteen to Twenty one inclusive Section P lots One to Sixteen and Nineteen to Twenty one inclusive Section Q lots One to Sixteen and Nineteen to Twenty one inclusive Section R lots One to Sixteen and Nineteen to Twenty one inclusive Section S lots One to Sixteen and Nineteen to Twenty one inclusive Section T lots One to Sixteen and Nineteen to Twenty one inclusive Section U all on Deposited plan Number 5763 Lots One to Nine Eighteen Twenty two to Thirty three and Thirty four and Ninety inclusive on Deposited plan Number 5763 also the One foot reserve shown on Deposited plan Number 5763

SEE REQUISITION PAPER 2/11/11

Five Seven and Eight Ten to Fourteen and Twenty four to Thirty two inclusive Section M lots One to Fourteen and Twenty nine to Thirty two and Thirty five to Forty two inclusive Section N lots Two to Sixteen and Twenty three to Thirty two Section O lots One to Forty two inclusive Section P lots One to Nineteen and Twenty four to Thirty two inclusive Section Q lots One to Seventeen Twenty five to Thirty seven and Thirty nine to Forty two inclusive Section R lots Seven to Eighteen and Twenty to Twenty eight inclusive Section S lots Two to Five Section T lots Five to Twenty six inclusive Section U all on Deposited plan Number 5763 Lots One to Nine Eighteen Twenty two to Thirty three and Thirty four and Ninety inclusive on Deposited plan Number 5763 also the One foot reserve shown on Deposited plan Number 5763

Rule on all plans before signature

MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO.

See note "a" page 1. A very short note of the particulars will follow.

SUBJECT to reservations contained in Crown Grant and Excepting and reserving to the (South Greta Colliery (No Liability) its successors and assigns <sup>as herein described</sup> all mines and minerals in and under the said lands hereby transferred) with full liberty and power at all times to enter upon the said lands or any part thereof to search for dig raise and carry away the said coal ironstone and other minerals PROVIDED ALWAYS and it is hereby expressly agreed and declared that the above reservation is upon condition that no damage be done to the surface of the land hereby transferred and it is further agreed and declared that the covenants provisions stipulations and reservations contained in this Memorandum are intended to run with the land and to bind all persons who hereafter having dealings in respect thereof

(Rule up all blanks before signing.)

In witness whereof, I have hereunto subscribed my name the second day of March 1911 of our Lord one thousand nine hundred and eleven

Signed in my presence by the said THE COMMON SEAL OF SOUTH GRETA COLLIERY (No Liability) was hereunto affixed this second day of March 1911 by John Robert Ash Signed and John Joseph Smith

arrived here in the presence of John Robert Ash SECRETARY

It is the duty of the Registrar to see that the instrument is duly registered and that the same is in conformity with the provisions of the Act in that behalf made. This applies only to instruments which are required to be registered by the Act. It is the duty of the Registrar to see that the instrument is in conformity with the provisions of the Act in that behalf made. This applies only to instruments which are required to be registered by the Act. It is the duty of the Registrar to see that the instrument is in conformity with the provisions of the Act in that behalf made. This applies only to instruments which are required to be registered by the Act.

If signed by other than the person named in the instrument, the signature must be proved, and an affidavit duly sworn, accompanied by such evidence as may be required, must be filed with the instrument.



For the signature of the Transferor here to be valid, the attestation is valid and unless the instrument contains some special agreement by the Transferor, his signature will be dispensed with in case where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a copy of the instrument and for this reason it is essential that the signature should, if possible, be obtained.

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

Signed in my presence by the said  
**THE COMMON SEAL OF HOMEVILLE**  
**HEWITTS ESTATE LIMITED** was

hereunto affixed this  
*Eight* day of *March*  
191*2* by *Jamies Bembick* and  
*John George North*  
two of the Directors of the  
said Company whose names are  
affixed hereto in the presence  
or

*M. H. Chestnut*  
*Quincy*

*Transferree.*  
\* The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See note "c" in margin.  
N.B.—Section 117 requires that the above Certificate be signed by Transferor or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £20; also, to damage recoverable by parties injured.

*Jas Bembick*  
*Wm G. North*

**FORM OF DECLARATION BY ATTESTING WITNESS.**

Appeared before me, at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, one thousand nine hundred and \_\_\_\_\_

the attesting witness to this instrument, and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said

is his own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

May be made before either Registrar, Clerical Officer, Solicitor General, or Commissioner for Affidavits. It is essential that the witness should be known to the parties.

Register Office, Equity, Money & Bills, 25, Abchurch Lane, London, E.C. 4.

Ref:204 /Src:M

No. 61662-2 Memorandum of Transfer of

Several lots and the 1st reserve  
on DP 5763  
and also several lots on DP 5788  
Plus of Beemock  
Plus of Gosforth & Chauland  
Co. Northumberland

(Subject to municipal reservations & conditions)

South Greta Colliery Co. Limited Transferred  
Bonsville Heights Estate Limited Transferred

Particulars entered in the Register Book, Vol. 7043  
Folio 183

the 28th day of July 1911  
at 14 minutes of 4 o'clock

in the after noon

*Notaries*  
Deputy Registrar General

	DATE	INITIALS	REMARKS
FILED 28 JUL 1911			
SENT TO DRAFTING BRANCH	27.3.11	W.L.	29.5.11 W.L.
RECORDED FROM RECORDS	27.3.11	W.L.	30.5.11 W.L.
DRAFT WRITTEN	26.4.11	W.L.	
DRAFT EXAMINED		W.L.	
RETURNED TO RECORDS	25.5.11	W.L.	
RETURNED FROM RECORDS	20.5.11	W.L.	
CERTIFICATE ENGROSSED	27.5.11	W.L.	
DIAGRAM COMPLETE	16.5.11	W.L.	
CERTIFICATE EXAMINED	25.5.11	W.L.	
ACCOUNTANT	27.5.11	W.L.	
DEPUTY REGISTRAR GENERAL	27.5.11	W.L.	

vt. 2177

*7 Dec 11*  
*of Dec 1.11*

IN WITNESS WHEREOF the Deputy Registrar General has hereunto set his hand and seal at the City of London, this 28th day of July 1911.

Lodged by

(Name) \_\_\_\_\_ DATE \_\_\_\_\_  
(Address) \_\_\_\_\_

# S149 Planning Certificate

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979 (AS AMENDED)



APPLICANT InfoTrack  
ecertificates@infotrack.com.au

Certificate No 18/443  
Certificate Date 08/02/2018  
Fee Paid 53.00  
Receipt No 13687  
No. of Pages Page 1 of 7

Your Reference 39284

PROPERTY LOT 31 SEC M DP5763  
64 BLIGH STREET  
TELARAH

PARISH Gosforth

PROPERTY NO 11234

---

**IMPORTANT: Please read this certificate carefully.**

This certificate contains important information about the land described above.

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, please contact the Council by phone on (02) 49349700, or personally at Council's office at 285-287 High Street Maitland.

The information provided in this certificate relates only to the land described above. If you require information about adjoining or nearby land, or about the Council's development policies or codes for the general area, contact Council's Planning & Environment Department.

All information provided is correct as at the date issued on this certificate. However, it is possible for changes to occur at any time after issue of this certificate. We recommend that you only rely upon a very recent certificate.

The following responses are based on the Council's records and / or information from sources outside the Council. The responses are provided with all due care and in good faith, however the Council cannot accept responsibility for any omission or inaccuracy arising from information outside the control of the Council.

Furthermore, while this certificate indicates the general effect of the zoning of the abovementioned land, it is suggested that the applicable planning instruments be further investigated to determine any additional requirements.

Copies of Maitland City Council's Local Environmental Planning Instrument, Development Control Plans and Policies are available for purchase from Council's Customer Service Centre.



**PART 1: MATTERS PROVIDED PURSUANT TO SECTION 149 (2)****1. Local Environmental Plans (LEP)**

Maitland LEP 2011, published 16 December 2011, applies to the land.

**2. Exhibited draft Local Environmental Plans**

No draft Local Environmental Plans that have been on public exhibition under the Act are applicable to the land.

**3. Development Control Plan prepared by Council**

Maitland Development Control Plan 2011 applies to the land.

**4. Development Control Plans prepared by the Director-General**

The Council has not been notified of any Development Control Plan applying to the land that has been prepared by the Director-General under section 51A of the Act.

**5. State Environmental Planning Policies**

The Minister for Planning has notified that the following State Environmental Planning Policies shall be specified on certificates under Section 149 of the Environmental Planning and Assessment Act, 1979.

The land is affected by the following State Environmental Planning Policies:

***State Environmental Planning Policy No. 21 - Caravan Parks***

***State Environmental Planning Policy No. 30 - Intensive Agriculture***

***State Environmental Planning Policy No. 33 - Hazardous And Offensive Development***

***State Environmental Planning Policy No. 36 - Manufactured Home Estates***

***State Environmental Planning Policy No. 44 - Koala Habitat Protection***

***State Environmental Planning Policy No. 50 - Canal Estate Development***

***State Environmental Planning Policy No. 55 - Remediation Of Land***

***State Environmental Planning Policy No. 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 - Major Development 2005***

***State Environmental Planning Policy - State And Regional Development 2011***

***State Environmental Planning Policy - Affordable Rental Housing 2009***

***State Environmental Planning Policy - Building Sustainability Index: Basix 2004***

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

***State Environmental Planning Policy - Educational Establishments And Child Care Facilities 2017***

*State Environmental Planning Policy - Infrastructure 2007*

*State Environmental Planning Policy - Mining, Petroleum Production And Extractive Industries 2007*

*State Environmental Planning Policy - Rural Lands 2008*

*State Environmental Planning Policy - Housing For Seniors Or People With A Disability 2004*

*State Environmental Planning Policy - (Miscellaneous Consent Provisions) 2007*

*State Environmental Planning Policy - Vegetation In Non Rural Areas 2017*

## 6. Draft State Environmental Planning Policies

The following draft State Environmental Planning Policy(s) applying to the land is, or has been, the subject of community consultation or on public exhibition under the Act.

### *Draft State Environmental Planning Policy - Advertising And Signage*

The draft policy will amend the existing SEPP64 to:

(1) Repeal clause 16(4)(b) to ensure advertising in transport corridors is permissible with consent (2) Insert a new clause to prohibit advertising on parked trailers on roads and road related areas (3) To require development consent to display advertising on trailers that are parked on private land, viewable from a road or road related area, and (4) Update terms and conditions and rephrase Clause 6.

### *Draft State Environmental Planning Policy - (Infrastructure) Amendment (Review) 2016*

The draft policy amends the existing SEPP by including new provisions for health services facilities, correctional centres, emergency and police services, public administration buildings, and council services on operational lands. The draft policy coincides with the development of the new State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017.

### *Draft State Environmental Planning Policy - Koala Habitat Protection*

The proposed amendment to the SEPP will update the controls to better protect koala habitat. The update will bring the SEPP into line with the current planning system and support councils to prepare comprehensive plans of management. The amendments will also improve the application of the SEPP by recognising the extent of tree species important to koalas.

## 7. Zoning and land use under relevant LEPs

Maitland LEP 2011, published 16 December 2011, identifies the zone applying to the land as:

### **R1 General Residential**

The following development control table(s) give the objectives of the zone, the description of the zone and identify development allowed or prohibited in each zone. Development consent where required, must be obtained from the Council.

### **R1 General Residential**

#### 1) Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

#### 2) Permitted without consent

Home occupations

**3) Permitted with consent**

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Group homes; Home-based child care; Home industries; Hostels; Hotel or motel accommodation; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Serviced apartments; Shop top housing; Any other development not specified in item 2 or 4

**4) Prohibited**

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers dwellings; Service stations; Sewerage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies

**8. Land dimensions to permit the erection of a dwelling-house on the land**

Maitland LEP 2011 does not contain a development standard specifying the land dimensions required to permit the erection of a dwelling-house on the land.

**9. Critical Habitat**

No Local Environmental Plan or draft Local Environmental Plan identifies the land as including or comprising critical habitat.

**9A. Biodiversity Certified Land**

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

**10. Conservation Area/Item of Environmental Heritage**

The land is not in a Heritage Conservation Area. The land does not contain an item of Environmental Heritage.

**11. Directions Under Part 3A**

There is no direction by the Minister under Section 75P(2)(c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 (other than a project of a class prescribed by the regulations) of the Act does not have effect.

**12. Coastal Protection**

The Council has not received any notification from the Department of Finance, Services and Innovation that the land is affected by the operation of section 38 or 39 of the Coastal Protection Act 1979.

### 13. Mine Subsidence Compensation Act 1961

The land has not been proclaimed to be within a Mine Subsidence District under the meaning of section 15 of the Mine Subsidence Compensation Act 1961.

### 14. Road widening or realignment

The land is not affected by any road widening or re-alignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993; or (b) any environmental planning instrument; (c) any resolution of the council.

### 15. Council and other public authority policies on hazard risk restrictions

All land within the Maitland Local Government Area has the potential to contain acid sulfate soils. Clause 7.1 in the Maitland Local Environmental Plan 2011 generally applies. Development consent is required where works described in the Table to this clause are proposed on land shown on the Maitland Local Environmental Plan 2011 Acid Sulfate Soils Map as being of the class specified for those works.

### 16. Bushfire Prone Land

The land is not mapped as 'bushfire prone land'.

### 17. Flood Related Development Controls

Development on this land or part of this land for the purposes of dwelling houses, attached dwellings, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) **is not** subject to flood related development controls contained within cl. 7.3 of the Maitland Local Environmental Plan 2011 and s. B3 of the Maitland Development Control Plan 2011.

Development on this land or part of this land for any other purpose **is not** subject to flood related development controls contained within cl. 7.3 of the Maitland Local Environmental Plan 2011 and s. B3 of the Maitland Development Control Plan 2011.

Information given in relation to flooding is based upon Councils adopted 1:100 ARI (Average Recurrent Interval) flood event.

The Maitland Local Environmental Plan 2011 identifies the flood planning level (FPL) as the level of a 1:100 ARI flood event plus 0.5m freeboard.

### 18. Land reserved for acquisition

No environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the land provides for the acquisition of the land by a public authority, as referred to in section 27 of the Act.

### 19. Contribution Plans

The following contribution plan(s) apply to the land:

- Maitland S94 Contributions Plan (City wide) 2006
- Maitland S94A Levy Contributions Plan 2006
- Maitland City Wide Section 94 Contributions Plan 2016

Contributions plans may be inspected and purchased at Council's Customer Service Centre.

## 20. Property Vegetation Plans

The Council has not received any notification from Hunter Local Land Services that the land is affected by a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force).

## 21. Order under Trees (Disputes Between Neighbours) Act 2006.

Council has not received notification from the Land and Environment Court of New South Wales that the land is affected by an Order Under Trees (Disputes Between Neighbours) Act 2006.

## 22. Conditions Affecting Seniors Housing

### 1) Site Compatibility Certificate

Council is unaware of whether a current site compatibility certificate issued under clause 25 of the State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 has been issued for the land.

### 2) Conditions of Development Consent since 11 October 2007

No development consent has been granted for the development permitted by State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 after 11 October 2007.

## 23. Site Compatibility Certificates for Infrastructure

Council is unaware of whether a valid site compatibility certificate has been issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 for the land.

## 24. Complying Development

Complying development under the **General Housing Code** may be carried out on the land.

Complying development under the **Rural Housing Code** may not be carried out on the land as it is not within an applicable zone.

Complying development under the **Housing Alterations Code** may be carried out on the land.

Complying development under the **General Development Code** may be carried out on the land.

Complying development under the **Commercial and Industrial Alterations Code** may be carried out on the land.

Complying development under the **Commercial and Industrial (New Buildings and Additions) Code** may not be carried out on the land as it is not within an applicable zone.

Complying development under the **Subdivisions Code** may be carried out on the land.

Complying development under the **Demolition Code** may be carried out on the land.

Complying development under the **Fire Safety Code** may be carried out on the land.

**Note:** Despite the above provisions, if only part of a lot is subject to an exclusion or exemption under Clause 1.17A or Clause 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) Amendment (Commercial and Industrial Development and Other Matters) 2013, complying development may be carried out on that part of the lot that is not affected by the exclusion or exemption.



**25. Contaminated Land**

- (a) The land to which this certificate relates is not significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.
- (b) The land to which this certificate relates is not subject to a management order within the meaning of the Contaminated Land Management Act 1997.
- (c) The land to which this certificate relates is not the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.
- (d) The land to which this certificate relates is not subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.
- (e) Council has not been provided with a site audit statement, within the meaning of the Contaminated Land Management Act 1997, for the land to which this certificate relates.

**26. Site compatibility certificates and conditions for affordable rental housing**

- (1) Site Compatibility Certificate

Council is unaware if a current site compatibility certificate (affordable rental housing) has been issued in accordance with State Environmental Planning Policy (Affordable Rental Housing) 2009.

**27. Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009**

Council is unaware of whether an Order or an Authorisation has been issued under Section 23 and 24 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009, for the carrying out of development on the land.

**28. Biodiversity Stewardship Sites**

The Council is not aware if the land is a biodiversity stewardship site under a biodiversity stewardship agreement under part 5 of the Biodiversity Conservation Act 2016.

**29. Native Vegetation clearing set asides**

The Council is not aware if the land contains a set aside area under 60ZC of the Local Land Services Act 2013.

**David Evans - General Manager**

Per: 

**End of Certificate**



# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

N/A

N/A

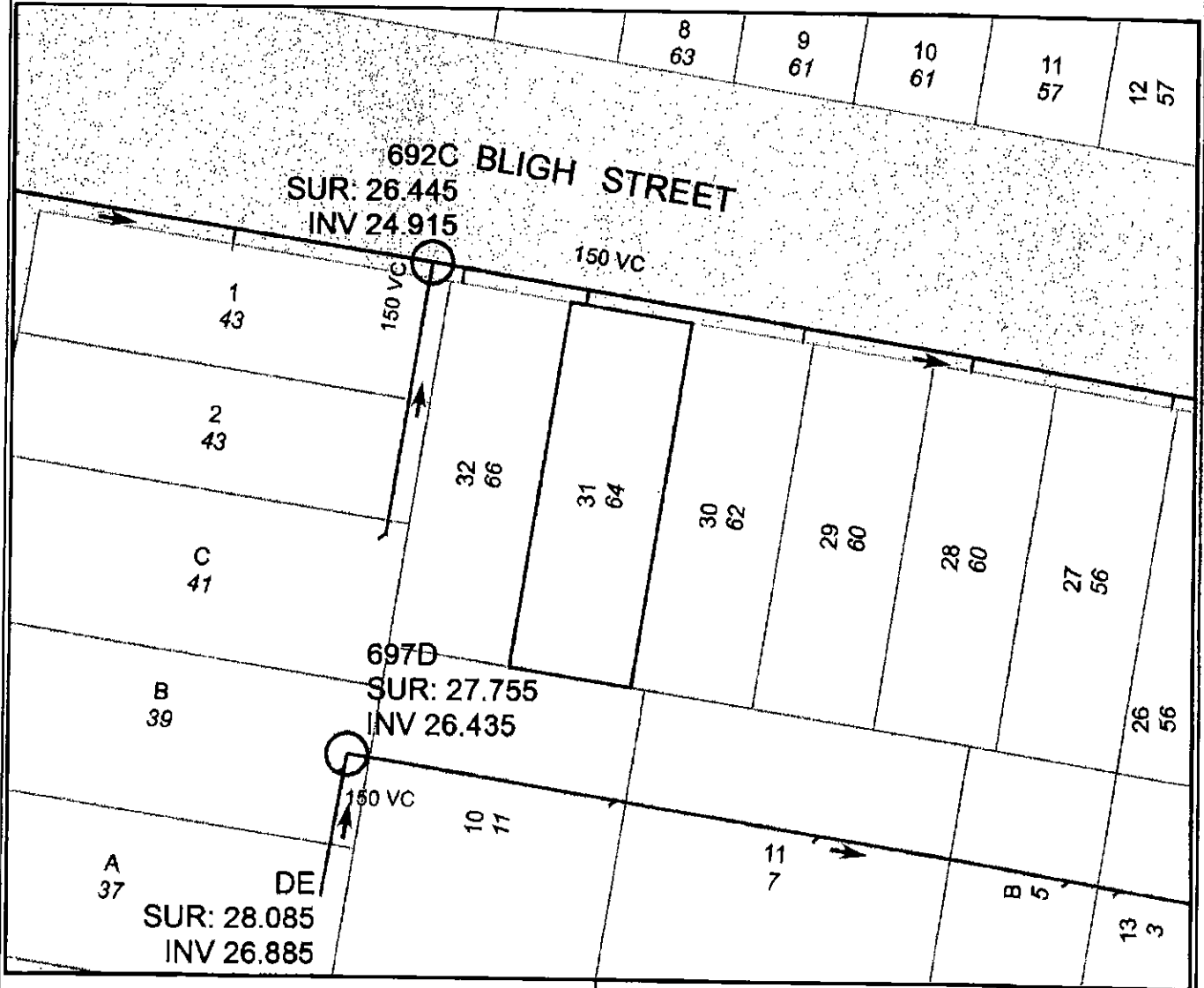
APPLICATION NO.: 4473627871

APPLICANT REF: M 204

RATEABLE PREMISE NO.: 4168800614

PROPERTY ADDRESS: 64 BLIGH ST TELARAH 2320

LOT/SECTION/DP:SP: 31/M/DP 5763



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

IF A SEWERMAIN IS LAID WITHIN THE BOUNDARIES OF THE LOT, SPECIAL REQUIREMENTS FOR THE PROTECTION OF THE SEWERMAIN APPLY IF DEVELOPMENT IS UNDERTAKEN. IN THESE CASES, IT IS RECOMMENDED THAT YOU SEEK ADVICE ON THE SPECIAL REQUIREMENTS PRIOR TO PURCHASE. PHONE 1300 667 667, FOR MORE INFORMATION.

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

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

Date: 23/01/2017

Scale at A4: 1:500

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CONTOUR DATA © AAMHatch  
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UTILITY DATA  
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