



Contract for the sale and purchase of land

WESTPAC BANKING CORPORATION
(ABN 33 007 457 141) as Mortgagee exercising power of
sale under Mortgage No. AC664216 (**vendor**)

(**purchaser**)

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
Vendor's agent	First National Engage Eastlakes 603 Pacific Highway Belmont NSW 2280 chris@fnee.com.au	Phone: (02) 4947 7877 Fax: Ref:
Co-agent		
Vendor		
Vendor's solicitor	MinterEllison Level 22, Waterfront Place, 1 Eagle Street, Brisbane QLD 4000 liz.edwards@minterellison.com	Phone: 07 3119 6000 Fax: 07 3119 1000 Ref: LE IL 1396333
Date for completion	30th day after the contract date (clause 15)	
Land (address, plan details and title reference)	42 ARLINGTON Street BELMONT NORTH NSW 2280 17/28480 Lot 17 on Deposited Plan 28480	
Improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
Attached copies	documents in the List of Documents as marked or numbered: other documents: See Annexures	

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

Inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:
Exclusions	
Purchaser	
Purchaser's solicitor	
Price	\$
Deposit	\$ (10% of the price, unless otherwise stated)
Balance	\$
Contract date	(if not stated, the date this contract was made)

Buyer's agent	Phone: Fax: Ref:
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Vendor

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

Witness

Purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

Witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) ☒ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

Electronic transaction (clause 30) ☐ no ☒ YES

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

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

Land tax is adjustable ☐ NO ☒ yes
 GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent
 Margin scheme will be used in making the taxable supply ☒ NO ☐ yes

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

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

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

Cooling off period (purchaser's rights)

- 1** This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2** EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
 - 7.1.1 the total amount claimed exceeds 5% of the price;
 - 7.1.2 the vendor *serves* notice of intention to *rescind*; and
 - 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
 - 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
 - 7.2.2 the amount held is to be invested in accordance with clause 2.9;
 - 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
 - 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
 - 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
 - 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
 - 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
 - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
 - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
 - 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 Normally, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

- 14.1 Normally, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 Normally, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 Normally, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor serving a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 Normally, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title**• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

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

24 Tenancies

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

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

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

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal or caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ; |

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;

31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.

31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the *Division*).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the *Division*.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

32.4 This clause does not apply to a contract made before the commencement of the amendments to the *Division* under the *Conveyancing Legislation Amendment Act 2018*.

Contract for the sale and purchase of land

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Additional clauses for mortgagee exercising power of sale

32. Interpretation

In this contract, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (d) a reference to time is to the time in NSW;
- (e) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (f) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this contract or any part of it;
- (g) headings are for ease of reference only and do not affect interpretation;
- (h) despite clause 1 of the printed form, a term that is defined and italicised in the printed form has the same meaning in these additional clauses even if it is not italicised in these additional clauses; and
- (i) if there is any inconsistency between the printed form and any additional clauses, the additional clauses prevail.

33. Amendments to printed form

Clauses 1 to 31 are amended as follows:

- (a) **clause 1** – in the definition of:
 - (i) 'bank' delete the words 'building society, or credit union'; and
 - (ii) 'business day' add the words 'or Queensland' after the words 'NSW'; and
 - (iii) 'depositholder' delete the entire definition and replace with 'the vendor's solicitor';
- (b) **clause 2.9** – delete the reference to 'NSW' and replace with 'Australia';
- (c) **clause 2** – add the following clause:

'2.10 Nothing in clause 2.9 requires the vendor to agree to invest the deposit in accordance with that clause. If there is no agreement to invest the deposit, then the depositholder is authorised to hold the deposit in a solicitor's trust account, controlled money account or other similar (**Solicitor's Account**) which does not earn interest at call and which is established or operated by the depositholder with a bank of the depositholder's choice in Australia. The depositholder is authorised to withdraw the deposit from the Solicitor's Account or from any investment account established under clause 2.9 in a reasonable time prior to or after the date for completion and to disburse the deposit in accordance with this contract promptly following completion or to a party otherwise being entitled to it.'
- (d) **clause 3** – delete the clause;
- (e) **clause 10.1.9** – after the word 'writ' in clause 10.1.9 add the words 'other than any mortgage or charge under which the vendor is exercising its power of sale or any encumbrance which on completion will merge, be lapsed or otherwise removed from the title by the NSW Land Registry Services.';
- (f) **clause 10** – add the following clause:

'10.4 The vendor discloses all of the information appearing in the copy documents annexed to this contract even if the contract does not refer to that disclosure.';

- (g) **clause 12.1** – delete the words 'certificate or';
- (h) **clause 12.2** – delete the entire clause;
- (i) **clause 13.4** – delete the current clause and replace with 'The parties agree that this is supply is not the supply of a going concern.';
- (j) **clause 14.4.1** delete the words 'and this contract says that land tax is adjustable';
- (k) **clause 14** –add the following new clause:
 '14.9 Except in relation to the searches attached to this contract, the purchaser agrees to undertake at its expense searches to enable the adjustment of rates and water charges (and any other outgoings which may constitute a charge on the property) and provide copies of these to the vendor at least 5 business days before the date for completion to allow the parties to make relevant adjustments under clause 14. The purchaser is not entitled to seek further adjustment of any outgoings, rent and profits after completion.';
- (l) **clause 15** – insert '3.30pm on' after 'by';
- (m) **clause 16.5** – delete the words ', plus another 20% of that fee';
- (n) **clause 16.7** – delete the words 'cash (up to \$2,000) or';
- (o) **clause 16.12** – add 'unless the nominated place is within the city of Sydney';
- (p) **clause 19** – add the following clause:
 '19.3 Despite clause 19.2.3, the purchaser's only remedy for a breach of a warranty prescribed by *the Conveyancing (Sale of Land) Regulation 2017* is the remedy prescribed by that regulation.';
- (q) **clause 20.6** – add the following clause:
 '20.6.8. For the purpose of clause 20.6.5, a document is taken to have been received when the transmission has been completed unless:
 - the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the document is taken not to have been served; or
 - the time of dispatch is later than 5.00pm on a business day in the place to which the document is sent, in which case it is taken to have been served at 9.00am on the next business day at that place.';
- (r) **clause 31** – delete clause 31.2 and replace it with the following:
 '31.2 The purchaser must:
 - 31.2.1 at least 5 days before the date for completion, serve evidence of a 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; and
 - 31.2.2 pay, or forward a *settlement cheque* for, the *remittance amount* to the Deputy Commissioner of Taxation immediately after completion; and
 - 31.2.3 serve evidence of receipt by the Deputy Commissioner of Taxation of payment of the *remittance amount* within 5 days of receipt of that evidence.'
- (s) **clause 31.3** – delete the clause and replace it with 'not used'.
- (t) **clause 31.4** – amend the clause by deleting the words 'that service' and replacing with the words 'service of the last certification or variation'.

34. No warranties by vendor

34.1 No warranties by vendor

The purchaser acknowledges that in entering into this contract the purchaser has not relied on any statement, representation or warranty (other than those implied by or deemed to have been

given by law and out of which the vendor cannot contract) by or on behalf of the vendor whether expressed or implied other than as expressly set out in this contract.

34.2 Whole agreement

The purchaser acknowledges that this contract comprises the whole agreement between the parties and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

35. Condition of Property

35.1 Acceptance by purchaser

The purchaser acknowledges that:

- (a) on or about 9 May 2022 a site survey was conducted at the Property which indicated the Property was contaminated with methylamphetamine;
 - (i) between 9 May 2022 and 23 September 2022 remediation works were undertaken at the Property (**Remediation Works**); and
 - (ii) on or about 25 September 2022 a further site survey was conducted at the Property which indicated the Property was suitable for re-occupationwhich is detailed in Annexure C.
- (b) it has inspected the property and accepts it in its condition (latent and patent) and state of repair as at the contract date; and
- (c) the vendor is a mortgagee exercising power of sale and does not have full knowledge of the property and on this basis agrees that the property is being sold 'as is';
- (d) no warranty or representation is given or made by the vendor as to the condition or fitness of the property or that any approvals of relevant authorities have been obtained or have been complied with in respect of the property,
- (e) the vendor does not represent or warrant:
 - (i) that the property complies with any law relating to the property or a requirement of any Government Agency; or
 - (ii) anything that concerns the condition of the property,
- (f) it is satisfied about the purposes for which the property may be used and about all restrictions and prohibitions on its development; and
- (g) it has obtained independent legal advice regarding the terms of this contract (or has had the opportunity to obtain and it has elected not to do so)

and the purchaser must not make any requisition, claim, delay completion, *rescind* or *terminate* in respect of these matters.

35.2 Services

The purchaser takes title subject to and is not entitled to make any requisition, claim, delay completion, rescind or terminate in respect of any of the following matters:

- (a) the nature, location, non-availability or availability of any services including the future availability and timing of installation of any services where those services are currently not available to the property;
- (b) the existence of any defects in any service; or
- (c) the terms, existence or non-existence of any easements, privileges or rights in respect of any service.

35.3 Purchaser not to take action in relation to condition of property

The purchaser may not make a claim or requisition, delay completion, rescind or terminate because of anything in connection with:

- (a) any of the matters referred to in clause 34; or
- (b) any dilapidation, infestation, defect (latent or patent) which may affect the property before completion; or the presence in or on the property of asbestos or other hazardous substances.

36. Completion

36.1 Notice to complete

If this contract is not completed by 3.30pm on the completion date, the party not in default may serve a notice to complete on the defaulting party any time after 3.30pm on the completion date. The notice:

- (a) must require the defaulting party to complete the contract not less than 14 days after service of the notice; and
- (b) may be withdrawn at any time by the party that served it, without prejudice to its right to serve a further notice under this clause 36.1.

36.2 Interest for late completion

Without limiting any other right of the vendor, if completion of this contract takes place after the completion date, it is an essential term of this contract that, on completion, the purchaser must pay interest to the vendor calculated on the unpaid balance of the price at the rate of 8% per annum on a daily basis from but excluding the completion date to and including the date on which this contract is completed. The purchaser need not pay interest for any period where the delay in completion is caused by the vendor.

37. Agent's commission

37.1 Purchaser's warranty

The purchaser:

- (a) warrants to the vendor that it has not been introduced to the sale of the property directly or indirectly through the services of any agent other than the vendor's agent or co agent (if any); and
- (b) indemnifies the vendor against any Costs incurred by the vendor, including payment of commission or any expenses to any real estate agent, which is due to the purchaser's breach of the warranty in clause 37.1(a).

37.2 Defined terms

For the purposes of this clause 37 **Costs** means:

- (a) costs, charges and expenses, including those incurred in connection with advisers, experts and consultants (including legal costs calculated on a solicitor and own client basis);
- (b) damages, liability, losses, injury (whether actual or contingent) suffered or incurred by a party; and
- (c) any fines, penalties, interest or similar item imposed by any legislation.

37.3 No merger

The provisions of this clause 37 do not merge on completion.

38. Duty

The purchaser must pay all duty payable on this contract and any document contemplated by this contract under the *Duties Act 1997*, within the time permitted by that Act. If the purchaser does not do so, the vendor may pay the duty and recover it from the purchaser. This clause does not merge on completion.

39. Proceedings against vendor

39.1 Vendor may delay completion

If:

- (a) before completion any proceedings relating to this contract are instituted by or against the vendor or the vendor acting reasonably considers it necessary to take additional action before it can exercise its power of sale (see also clause 40.4);
- (b) any caveat will not be removed from the title to the property on the registration of the transfer; or
- (c) the vendor is unable to give vacant possession of the property to the purchaser on the completion date where this contract provides for vacant possession,

the vendor may serve notice that completion will be delayed to enable the proceedings to be resolved or disposed of, the additional action to be taken, the caveat lapsed or withdrawn or vacant possession to be obtained by the vendor, as the case may be.

39.2 Consequences of delayed completion

If completion is delayed under clause 39.1:

- (a) the vendor must use reasonable endeavours to resolve the matter causing the delay; and
- (b) subject to clause 39.3, the completion date becomes the date 14 days after the vendor serves notice that it is ready willing and able to complete.

39.3 Rescission rights

If the completion date has not been determined in accordance with clause 39.2(b) within 90 days after the date of the vendor's notice delaying completion, either party may rescind this contract by serving written notice on the other, and the provisions of clause 19 will apply.

40. Mortgagee sale

40.1 Defined terms

In this clause 40, **Mortgage** means one or more of the mortgages over the property as shown in the title search attached to this contract.

40.2 Acknowledgment by purchaser

The purchaser acknowledges that the vendor is selling the property under its power of sale conferred by the Mortgage and the purchaser acknowledges that this information is disclosed for the purposes of clause 4.2.

40.3 Purchaser's obligations

The purchaser must:

- (a) not make any objection or requisition regarding default or the power of sale under the Mortgage;
- (b) not require the vendor to provide a withdrawal of any caveat registered on the title to the property on completion of this contract that will automatically be removed on registration of a transfer by mortgagee exercising power of sale;

- (c) not require the vendor to provide a release of any charge or security interest registered in accordance with the *Personal Property Securities Act 2009* (Cth). The purchaser acknowledges that registration of the transfer to the purchaser will result in the purchaser taking the property free of any such charges;
- (d) tender a transfer under clause 4 in the form of an LRS Transfer under Power of Sale (Form 01TP); and
- (e) will have no entitlement to enquire as to the disposal of any the moneys paid by it under this contract including as to any obligation of the vendor to account to the mortgagor under the Mortgage.

40.4 Mortgagee sale pre-conditions

Despite any other provisions of this contract:

- (a) this contract is subject to the expiry of all periods of time in notices necessary (and the defaults specified in those notices of demand remaining unremedied at the date for completion) as a pre-requisite to the exercise by the vendor of its power of sale. The vendor is not obliged to complete until the expiry of all such notices or periods of demand and it being satisfied that those events have occurred and that it has complied with its obligations under legislation; and
- (b) if the vendor cannot exercise a power of sale under this clause or is not satisfied that it has complied with its obligations under legislation then the vendor may terminate this contract by notice in writing to the purchaser in which case the deposit shall be refunded to the purchaser in full and the purchaser will have no further claim against the vendor.

41. No Inclusions

41.1 Items to remain in the property

The purchaser acknowledges and agrees that despite the presence of any chattels, fixtures and fittings in the property, this contract does not include any chattels, fixtures and fittings.

41.2 Vendor makes no representations

The vendor does not represent or warrant that:

- (a) it has title to any chattels, fixtures or fittings located in the property; or
- (b) that any chattels, fixtures and fittings are in good working order or condition at the date of this contract.

The vendor will not be required to carry out repair or replacement of any chattels, fixture or fitting due to any mechanical breakdown.

41.3 Purchaser acknowledgements

The purchaser acknowledges and agrees that:

- (a) the existence of any chattels, fixtures and fittings on the property at the time of completion will not constitute a breach of the vacant possession provisions contained in this contract; and
- (b) the purchaser may not make any requisition or claim, delay completion or rescind or terminate in respect of the existence or non-existence of any chattels, fixtures and fittings on or in the property at completion.

41.4 Temporary fencing and safety barriers

Without limiting clause 41.1, where any temporary fencing ,safety barriers of the like is located on the property such items are not included in the contract and will not become the property of the purchaser. The purchaser acknowledges that such items may been erected at the request of the vendor under a hiring agreement for safety purposes and cannot be sold by the vendor. The purchaser must allow the owner of any such temporary items to enter upon the property to for the sole purpose of removing such items (and this obligation shall not merge upon completion) and

may at its own discretion and cost erect its own fencing, safety barriers or the like to ensure that the property is safe to all persons whether trespassers or invitees.

42. Capacity of the purchaser and nominees

42.1 Capacity of the buyer

The purchaser warrants to the vendor that it has the capacity to enter into and perform its obligations under this contract and that its obligations under this contract are valid, binding and enforceable against it in accordance with their terms. If the purchaser enters into this contract as trustee of a trust the purchaser is bound in its personal capacity and as trustee.

42.2 No transfer of interests by purchaser

Except the extent permitted by clause 4.3, the purchaser must not transfer its interests under this contract and cannot require a transfer of the property to a nominee without the vendor's consent.

43. Guarantee and indemnity

If the purchaser is or includes a corporation, other than a corporation listed on the Australian Stock Exchange, then the guarantee and indemnity which is attached to this contract as Annexure B must be executed by:

- (a) the sole director; or
- (b) if the purchaser has more than one director, 2 directors of the purchaser, contemporaneously with the execution of this contract.

Failure to comply with this clause 43 will constitute a failure by the buyer to comply with this contract in a material respect for the purposes of clause 9 of this contract.

GUARANTEE
(See Special Condition 43)

Guarantors:

Full Name

Address

Position

Director/Shareholder

Full Name

Address

Position

Director/Shareholder

The Guarantors:

- (a) are directors and/or shareholders of the Purchaser, a company incorporated according to law; and
- (b) acknowledge that the Vendor named in the contract has agreed (at the request of the Guarantors) to enter into this contract conditionally on this Guarantee being given by the Guarantors; and
- (c) in consideration of the Vendor agreeing to enter into this contract with the Purchaser, unconditionally, jointly and severally guarantee to the Vendor:
 - (i) due and punctual payment by the Purchaser of the Purchase Price and all other monies payable by the Purchaser (whether to the Vendor or otherwise under this contract); and
 - (ii) due performance and observance by the Purchaser of the terms and conditions of this contract, including all of the Purchaser's obligations under this contract; and
- (d) jointly and severally agree to indemnify and keep the Vendor indemnified against any loss or damage however arising which the Vendor may suffer by reason of:
 - (i) the Purchaser having exceeded its powers or being incompetent to enter into this contract; or
 - (ii) any failure of the Purchaser and/or its nominee or assignee to perform its obligations under this contract; and
- (e) agree that this Guarantee is not affected or discharged by the granting by the Vendor to the Purchaser of any time or other indulgence or other consideration or transaction where our liability as guarantors would, but for this provision, have been affected or discharged.

Signing

Guarantor

Witness

Name of Witness

Date

Guarantor

Witness

Name of Witness

Date



LAND
REGISTRY
SERVICES

Order number: 76701507
Your Reference: 1396333
20/10/22 14:04



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 17/28480

SEARCH DATE	TIME	EDITION NO	DATE
20/10/2022	2:04 PM	8	8/9/2018

LAND

LOT 17 IN DEPOSITED PLAN 28480
LOCAL GOVERNMENT AREA LAKE MACQUARIE
PARISH OF KAHIBAH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP28480

FIRST SCHEDULE

CAMERON JOHN FORBES (T AC664215)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 B158346 LAND EXCLUDES MINERALS
- 2 AC664216 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 20/10/2022

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

Dye & Durham Property Pty Ltd an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

Form: 05M
 Licence: 04-03-029
 Licensee: EDS BPA Pty Ltd

MORTGAGE

New South Wales
 Real Property Act 1900

**AC664216S**

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar-General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Office of State Revenue use only

Office of State Revenue
 NSW Treasury
 Client No: 81706691 2238
 Duty: EXEMPT Trans No: 3774/72
 Asst details: \$221 (100%)
PR \$202,000 —

(A) **TORRENS TITLE** 17/28480(B) **LODGED BY**

Delivery Box

25G

Name, Address or DX and Telephone

LLPN: 123002 H

EDS BPA Pty Ltd ABN 81 095 806 125

25 Pierson St Lockleys SA 5032

Tel: 132 558 Fax: 1300 655 674

Reference (optional):

CODE

M(C) **MORTGAGOR**

Cameron John Forbes

(D)

mortgages to the mortgagee all the mortgagor's estate and interest in the land specified above, and covenants with the mortgagee that the provisions set out in the memorandum No. 6214565 filed in the Department of Lands, Land and Property Information Division are incorporated in this mortgage. This mortgage is given for value, including the Lender, as you have requested, giving or continuing credit or not exercising rights or agreeing to do so (even conditionally).

(E)

Encumbrances (if applicable): 1.

2.

3.

(F) **MORTGAGEE**

WESTPAC BANKING CORPORATION ABN 33 007 457 141 (the "Lender")

MW

(G)

DATE

28 / 7 / 06

dd mm yyyy

(H) I certify that the mortgagor, with whom I am personally acquainted Certified correct for the purposes of the Real Property Act 1900 by the mortgagor.
 or as to whose identity I am otherwise satisfied, signed this
 mortgage in my presence.

Signature of witness:

Vicki Slater

Signature of mortgagor:

C Forbes

Name of witness:

Vicki Slater

Address of witness:

*75 Spinnaker Ridge Way
 BELMONT 2280*

**B3433508**

I certify that the mortgagee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this mortgage in my presence.

Signature of witness:



Name of witness:

Janifer Margaret Hoxie

Address of witness:

25 Pierson Street
LOCKLEYS SA 5032

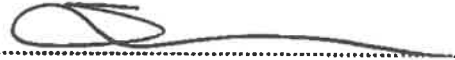
Certified correct for the purposes of the Real Property Act 1900 by the mortgagee.

Signed for and on behalf of

WESTPAC BANKING CORPORATION

ABN 33 007 457 141 by its Attorney:

Susan Christine Marie Hill



Tier Three Attorney, The Mortgage Centre
Power of Attorney registered at Land and Property
Information NSW Book 4299 No.332

DP 28480

Share of Lake Macquarie

G847907 mvt

PLAN

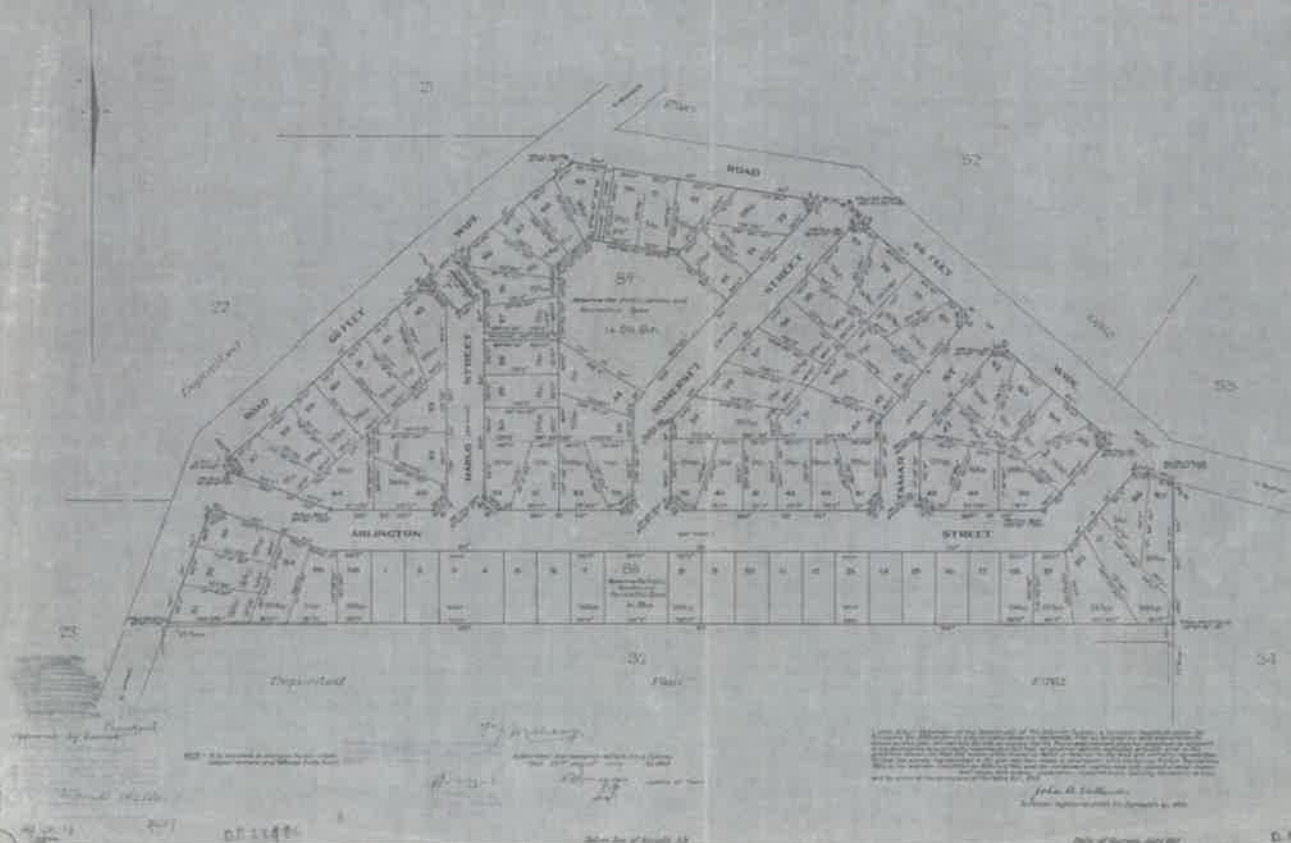
of a subdivision of Lot 33 of Deposited Plan 10072

PARISH OF KAHIBAH

COUNTY OF NORTHUMBERLAND

Scale 80 feet to an inch

This is the proposed subdivision of
Deposited Plan 28480
into 10 lots of 1000 sq ft each
1000 sq ft
1000 sq ft



D.P. 28480

CONVERSION TABLE ADDED BY REGISTRAR GENERAL'S DEPARTMENT		
DP	DATE	WGT
1	1/1	1.000
2	1/1	1.000
3	1/1	1.000
4	1/1	1.000
5	1/1	1.000
6	1/1	1.000
7	1/1	1.000
8	1/1	1.000
9	1/1	1.000
10	1/1	1.000
11	1/1	1.000
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35	1/1	1.000
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37	1/1	1.000
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41	1/1	1.000
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43	1/1	1.000
44	1/1	1.000
45	1/1	1.000
46	1/1	1.000
47	1/1	1.000
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82	1/1	1.000
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84	1/1	1.000
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88	1/1	1.000
89	1/1	1.000
90	1/1	1.000
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92	1/1	1.000
93	1/1	1.000
94	1/1	1.000
95	1/1	1.000
96	1/1	1.000
97	1/1	1.000
98	1/1	1.000
99	1/1	1.000
100	1/1	1.000

CONVERSION TABLE ADOPTED BY REGISTRAR GENERAL'S DEPARTMENT		
AP. 2000S CONTINUED		
FEET INCHES		METRES
129 2 1/2		89.383
132 0		89.376
135 0 1/2		89.369
138 0		89.362
141 0		89.355
144 0		89.348
147 0		89.341
150 0		89.334
153 0		89.327
156 0		89.320
159 0		89.313
162 0		89.306
165 0		89.299
168 0		89.292
171 0		89.285
174 0		89.278
177 0		89.271
180 0		89.264
183 0		89.257
186 0		89.250
189 0		89.243
192 0		89.236
195 0		89.229
198 0		89.222
201 0		89.215
204 0		89.208
207 0		89.201
210 0		89.194
213 0		89.187
216 0		89.180
219 0		89.173
222 0		89.166
225 0		89.159
228 0		89.152
231 0		89.145
234 0		89.138
237 0		89.131
240 0		89.124
243 0		89.117
246 0		89.110
249 0		89.103
252 0		89.096
255 0		89.089
258 0		89.082
261 0		89.075
264 0		89.068
267 0		89.061
270 0		89.054
273 0		89.047
276 0		89.040
279 0		89.033
282 0		89.026
285 0		89.019
288 0		89.012
291 0		89.005
294 0		88.998
297 0		88.991
300 0		88.984
303 0		88.977
306 0		88.970
309 0		88.963
312 0		88.956
315 0		88.949
318 0		88.942
321 0		88.935
324 0		88.928
327 0		88.921
330 0		88.914
333 0		88.907
336 0		88.900
339 0		88.893
342 0		88.886
345 0		88.879
348 0		88.872
351 0		88.865
354 0		88.858
357 0		88.851
360 0		88.844
363 0		88.837
366 0		88.830
369 0		88.823
372 0		88.816
375 0		88.809
378 0		88.802
381 0		88.795
384 0		88.788
387 0		88.781
390 0		88.774
393 0		88.767
396 0		88.760
399 0		88.753
402 0		88.746
405 0		88.739
408 0		88.732
411 0		88.725
414 0		88.718
417 0		88.711
420 0		88.704
423 0		88.697
426 0		88.690
429 0		88.683
432 0		88.676
435 0		88.669
438 0		88.662
441 0		88.655
444 0		88.648
447 0		88.641
450 0		88.634
453 0		88.627
456 0		88.620
459 0		88.613
462 0		88.606
465 0		88.599
468 0		88.592
471 0		88.585
474 0		88.578
477 0		88.571
480 0		88.564
483 0		88.557
486 0		88.550
489 0		88.543
492 0		88.536
495 0		88.529
498 0		88.522
501 0		88.515
504 0		88.508
507 0		88.501
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513 0		88.487
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528 0		88.452
531 0		88.445
534 0		88.438
537 0		88.431
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543 0		88.417
546 0		88.410
549 0		88.403
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555 0		88.389
558 0		88.382
561 0		88.375
564 0		88.368
567 0		88.361
570 0		88.354
573 0		88.347
576 0		88.340
579 0		88.333
582 0		88.326
585 0		88.319
588 0		88.312
591 0		88.305
594 0		88.298
597 0		88.291
600 0		88.284
603 0		88.277
606 0		88.270
609 0		88.263
612 0		88.256
615 0		88.249
618 0		88.242
621 0		88.235
624 0		88.228
627 0		88.221
630 0		88.214
633 0		88.207
636 0		88.200
639 0		88.193
642 0		88.186
645 0		88.179
648 0		88.172
651 0		88.165
654 0		88.158
657 0		88.151
660 0		88.144
663 0		88.137
666 0		88.130
669 0		88.123
672 0		88.116
675 0		88.109
678 0		88.102
681 0		88.095
684 0		88.088
687 0		88.081
690 0		88.074
693 0		88.067
696 0		88.060
699 0		88.053
702 0		88.046
705 0		88.039
708 0		88.032
711 0		88.025
714 0		88.018
717 0		88.011
720 0		88.004
723 0		87.997
726 0		87.990
729 0		87.983
732 0		87.976
735 0		87.969
738 0		87.962
741 0		87.955
744 0		87.948
747 0		87.941
750 0		87.934
753 0		87.927
756 0		87.920
759 0		87.913
762 0		87.906
765 0		87.899
768 0		87.892
771 0		87.885
774 0		87.878
777 0		87.871
780 0		87.864
783 0		87.857
786 0		87.850
789 0		87.843
792 0		87.836
795 0		87.829
798 0		87.822
801 0		87.815
804 0		87.808
807 0		87.801
810 0		87.794
813 0		87.787
816 0		87.780
819 0		87.773
822 0		87.766
825 0		87.759
828 0		87.752
831 0		87.745
834 0		87.738
837 0		87.731
840 0		87.724
843 0		87.717
846 0		87.710
849 0		87.703
852 0		87.696
855 0		87.689
858 0		87.682
861 0		87.675
864 0		87.668
867 0		87.661
870 0		87.654
873 0		87.647
876 0		87.640
879 0		87.633
882 0		87.626
885 0		87.619
888 0		87.612
891 0		87.605
894 0		87.598
897 0		87.591
900 0		87.584
903 0		87.577
906 0		87.570
909 0		87.563
912 0		87.556
915 0		87.549
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921 0		87.535
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927 0		87.521
930 0		87.514
933 0		87.507
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948 0		87.472
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954 0		87.458
957 0		87.451
960 0		87.444
963 0		87.437
966 0		87.430
969 0		87.423
972 0		87.416
975 0		87.409
978 0		87.402
981 0		87.395
984 0		87.388
987 0		87.381
990 0		87.374
993 0		87.367
996 0		87.360
999 0		87.353

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

B158346B

We, THE NEW REDHEAD ESTATE AND COAL COMPANY

LIMITED

SOUTH-WALL

must not be disclosed
transfer.)estate, strike out "in
ple," and interline the
id alteration.two or more, state
if as joint tenants
in common.the references cannot
veniently inserted, a
of annexure (obtainable
O.) may be added.
annexure must be signed
parties and their sig-
is witnessed.
references will suffice if
sole land in the grant or
ate be transferred.
t only add "and being
sec. D.P.
g the land shown
in annexed horo or
g the residue of the
a certificate (or a
red Vol. For
the consent of the
ouncil is required to
Division of the certifi-
can mentioned in
G. Act, 1919, and
pany the transfer
out if unnecessary.
ants should comply
section 89 of the
Planning Act,
which provides for the
right-of-way or other
option.
provision in addition to
ification of the
ants implied by the
may also be inserted.short note will suffice.
signed
the above func-
nes to make a declara-
who annexed sign.
ments executed
ors, sec 2.
a Transfer or Trans-
signed by a mark, the
holders must state "that
document was read over
explained to him, and
he appeared fully to
understand the same."by the same
Directors
the sameby the same
Directors
the sameby the same
Directors
the sameby the same
Directors
the sameby the same
Directors
the sameby the same
Directors
the sameby the same
Directors
the samebeing registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of One hundred and three pounds fifteen shillings

£103-15-0 (the receipt whereof is hereby acknowledged) paid to me by

HERBERT HOLTHAM LANG of Newcastle in the State of New South Wales Auctioneer and E state Agent

(herein called transferee)

do hereby transfer to the transferee

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

(a) County.	Parish.	State if Whole or Part.	Vol.	Vol.
Northumberland	Kahibah	part of the land contained Certificate of Title and part now contained in Crown Grant	1277 58 6150 100 3657	13

And the transferee covenants with the transferor

And being Lot 33as shown on Deposited Plan No. 10262

RESERVED unto the said Company its successors and assigns all seams of coal and other minerals under the land hereby transferred and the right to work the same according to the practice of Mining in the District and all necessary or proper powers rights and easements connected therewith

We, the undersigned Leonard Dodds and John Alexander the encumbrancees under

Memoranda of Encumbrance No. A250384, No. A291893 and No. A746869 HEREBY

CONSENT to the within transfer and DO HEREBY DISCHARGE the said encumbrance

so far only as regards the land comprised in the within transfer provided

that nothing herein ENCUMBRANCES, &c. REFERRED TO contained or implied

shall prejudice or effect the rights remedies or powers of the said encum-

brancees as regards the other lands and premises comprised in the said encumbrances.

Signed at Sydney the

Said Leonard

Dodds

WHO IS PERSONALLY KNOWN TO ME

Signed in my presence by the said
John Alexander who is personally
known to me

H.C. Anderson

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

W.H.T. Baker

Baker

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

Herbert Holtham Lang

Transferee

Office of the Registrar-General / Sra: Dye Durham / Ket: mortgages under Mortgage No. release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at this day of 192 Mortgagee.
Signed in my presence by who is personally known to me.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY
(To be signed at the time of executing the within instrument.)

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

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

Signed at the day of 192
Signed at the place and on the date above-mentioned, in the presence of—

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at the day of one thousand nine hundred and twenty the attesting witness to this instrument, and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

Any person made before either Registrar-General, Deputy Registrar-General, Notary Public, J. J. Commissioner for Affidavits. Not required if the instrument itself is made or acknowledged before one of these parties.

DEED OF TRANSFER of 20 acres 22 rods Lot 33. D. P. 10262

LODGED BY W. H. BAKER AND CHAMPINDALL Solicitors, Newcastle.

Siire Lake Macquarie Municipality Parish Kahibah County Northumberland Excepting & Reserving Coal etc Herbert Holtham Lang. Transferee.

MOS. KENY LAW STATION

Particulars entered in Register Book, Vol. 124 Fol. 58. 3654 13.
INDEXED 15 DEC 1924
BY 16 DEC 1924
either at 11 o'clock in the fore noon

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

Nature.	No.	Reg'd Propr., M't'gor, etc
	B	158346



PROGRESS RECORD

Initials	Date
CP	14/12/23
Received from Records	21/12/23
Draft written	21/12/23
Draft examined	21/12/23
Diagram prepared	21/12/23
Diagram examined	21/12/23
Draft forwarded	21/12/23
Supt. of Engrossers	29 DEC 1924
Cancellation Clerk	
Vol. 3680	Fol. 85
Diagram Fees	
Additional Folios	

If the parties be resident without the State, but in any other part of the British Dominions the instrument must be signed or acknowledged before the local Council or Recorder of Title of such possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales or Commissioner for taking affidavits, the New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.
If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.
If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy, or Legation Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Registration fee 12/6 for endorsement on first certificate, and 2/6 for each additional certificate included in the Transfer, and 1/6 for every new Certificate of Title issued. Additional Certificate fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.
Tenants in common must receive separate Certificates.
If part only of the land is transferred a new Certificate must issue, but the old Certificate



24 October 2022

DYE & DURHAM PROPERTY PTY LTD
PO Box A2151
SYDNEY SOUTH NSW 1235

Our Ref:154648
Your Ref:
76701507:114963454:
153050
ABN 81 065 027 868

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

Fee Paid: 133.00
Receipt No: 12389293
Receipt Date: 20 October 2022

DESCRIPTION OF LAND

Address: 42 Arlington Street, BELMONT NORTH NSW 2280
Lot Details: Lot 17 DP 28480
Parish: Kahibah
County: Northumberland

For: MORVEN CAMERON
GENERAL MANAGER

A handwritten signature in black ink, appearing to read "J. Hayes".

ADVICE PROVIDED IN ACCORDANCE WITH SUBSECTION (2)

1 Names of Relevant Planning Instruments and Development Control Plans

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

Lake Macquarie Local Environmental Plan 2014

Lake Macquarie Development Control Plan 2014

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 4 Koala habitat protection 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 6 Bushland in urban areas

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 7 Canal estate development

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

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Industry and Employment) 2021 –

Chapter 3 Advertising and signage

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 2 State and regional development

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 4 Concurrences and consents

State Environmental Planning Policy (Precincts—Central River City) 2021 –

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts—Eastern Harbour City) 2021 –

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts—Regional) 2021

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts—Western Parkland City) 2021 –

Chapter 2 State significant precincts

State Environmental Planning Policy (Primary Production) 2021 –

Chapter 2 Primary production and rural development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 3 Hazardous and offensive development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 4 Remediation of land

State Environmental Planning Policy (Resources and Energy) 2021 –

Chapter 2 Mining, petroleum production and extractive industries

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 2 Infrastructure

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 3 Educational establishments and child care facilities

State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development

- (2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

Lake Macquarie Draft Development Control Plan 2014

- (3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if —

- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
- (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

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

2 Zoning and land use under relevant Local Environmental Plans

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

- (a) (i) The identity of the zone applying to the land.
- R2 Low Density Residential
- under Lake Macquarie Local Environmental Plan 2014
- (ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.
- Exempt development as provided in Schedule 2; Home-based child care; Home occupations
- (iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.
- Bed and breakfast accommodation; Boarding houses; Boat sheds; Building

identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Hostels; Kiosks; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Sewage reticulation systems; Sewage treatment plants; Shop top housing; Tank-based aquaculture; Water recreation structures; Water recycling facilities; Water supply systems

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

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

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

NOTE: The Department of Planning and Environment is currently exhibiting the translation of existing Business and Industrial zones into the new Employment zones. To view the detail and make a submission please visit the department's [Planning Portal](#).

- (b) Whether additional permitted uses apply to the land,
No
- (c) Whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.
There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.
- (d) Whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,
No
- (e) Whether the land is in a conservation area (however described).
No
- (f) Whether an item of environmental heritage (however described) is situated on the land.

Local Environmental Plan 2014 Schedule 5 Part 1 Heritage Items

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

Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas

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

Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites.

Local Environmental Plan 2014 Schedule 5 Part 4 Landscape Items

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

Local Environmental Plan 2004 Schedule 4 Part 1 Heritage Items

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

Local Environmental Plan 2004 Part 11 Clause 150 Environmental Heritage

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

NOTE: An item of environmental heritage, namely Aboriginal heritage, listed within the Aboriginal Heritage Information Management System (AHIMS), may affect the land. Aboriginal objects are protected under the National Parks and Wildlife Act 1974. If Aboriginal objects are found during development, works are to stop and the Office of Environment and Heritage (OEH) contacted immediately. For further information and to access the AHIMS registrar, refer to <http://www.environment.nsw.gov.au>

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

(a) Nil

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

(b) Whether draft additional permitted uses apply to the land

No

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

There are no development standards applying to the land that fix minimum land

dimensions for the erection of a dwelling house.

- (d) Whether the land is in a draft area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,
No
- (e) Whether the land is in a draft conservation area (however described).
No
- (f) Whether a draft item of environmental heritage (however described) is situated on the land.
No

3 Contributions Plans

- (1) The name of each contributions plan applying to the land, including draft contributions plan,
Lake Macquarie City Council Development Contributions Plan - Charlestown Contributions Catchment - 2015
The Lake Macquarie City Council Section 7.12 Contributions Plan – Citywide 2019
- (2) The name of the area, if the land is in a special contributions area under the Act,
Nil

4 Complying development

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

Housing Code

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

Low Rise Housing Diversity Code

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

Housing Alterations Code

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

Commercial and Industrial Alterations Code

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

Commercial and Industrial (New Buildings and Additions) Code

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

Subdivisions Code

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

Rural Housing Code

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

Greenfield Housing Code

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

General Development Code

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

Demolition Code

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

Fire Safety Code

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

Container Recycling Facilities Code

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

5 Exempt development

The extent to which the land is land on which exempt development may be carried out under each of the codes for exempt development because of the provisions of clauses 1.16(1)(b1)–(d) or 1.16A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Note: If a lot is not specifically listed in this section then, Exempt development under this Code **MAY** be carried out on the lot.

6 Affected building notices and building product rectification orders

- (1) (a) Whether there is any affected building notice of which the council is aware that is in force in respect of the land.
- No, Council **has not** been notified that an affected building notice is in force in respect of this land.
- (b) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with,

and

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

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

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

- (2) In this section -

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

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

7 Land reserved for acquisition

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

No

8 Road widening and road realignment

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

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

No

- (b) any environmental planning instrument.

No

- (c) any resolution of the Council.

No, other road widening proposals may affect this land and if so, will be noted on the Section 10.7 Subsection (5) certificate.

9 Flood related development controls information

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

No

- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.
No

- (3) In this section -
flood planning area has the same meaning as in the Floodplain Development Manual.
Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.
probable maximum flood has the same meaning as in the Floodplain Development Manual.

10 Council and other public authority policies on hazard risk restrictions

- (1) Whether or not the land is affected by a **POLICY** that restricts the development of the land because of the likelihood of:

- (a) land slip or subsidence

Yes

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

- (b) bushfire

No

- (c) tidal inundation

No

- (d) acid sulfate soils

Yes

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

development contact the Council on 02 4921 0333.

- (e) contaminated or potentially contaminated land

Yes

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

- (f) aircraft noise

No

- (g) salinity

No

- (h) any other risk (other than flooding).

No

- (2) In this section —

adopted policy means a policy adopted —

- (a) by the council, or

- (b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

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

11 Bush Fire Prone Land

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

12 Loose-fill asbestos insulation

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

maintained under that Division

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

13 Mine subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

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

NOTE: The advice in section 13 above relates only to a Mine Subsidence District. Further information relating to underground mining which may occur outside Mine Subsidence Districts should be sought. Underground mining information can be found on the Subsidence Advisory NSW website.

14 Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.
Nil
- (2) The date of any subdivision order that applies to the land.
Not Applicable
- (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

15 Property Vegetation Plans

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

16 Biodiversity stewardship sites

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

17 Biodiversity Certified Land

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

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

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

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

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

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

Nil

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

20 Conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, a statement setting out terms of a kind referred to in the Policy, clause 88(2) that have been imposed as a condition of development consent granted after 11 October 2007 in relation to the land.

Nil

21 Site compatibility certificates and conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.

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

- (2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

Nil

- (3) Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

Council is not aware of any conditions of a development consent referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

- (4) In this section—

former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

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

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

- (a) The land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No

- (b) The land to which the certificate relates is subject to a management order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

- (c) The land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,

No

- (d) The land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

- (e) The land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No

ADVICE PROVIDED IN ACCORDANCE WITH SUBSECTION (5)

NOTE: SECTION 10.7(6) OF THE ACT STATES THAT A COUNCIL SHALL NOT INCUR ANY LIABILITY IN RESPECT OF ANY ADVICE PROVIDED IN GOOD FAITH PURSUANT TO SUBSECTION (5).

22 Clearing and lopping of trees

The land is NOT affected by the requirements, under Lake Macquarie Local Environmental Plan 2014 and Lake Macquarie Local Environmental Plan 2004, for the clearing and lopping of trees.

23 Easements

The land is NOT affected by a proposed easement in favour of Lake Macquarie City Council.

As to affectation by existing easements, a search of the relevant Title of the land should be undertaken.

24 Outstanding Notice/Order

The land is AFFECTED by an outstanding notice/order issued under the following Act:

- Local Government Act, 1993

NOTE: The applicant may seek additional information relating to the notice/order by applying for an Outstanding Notices/Orders Certificate.

25 Earthquake

An earthquake was experienced throughout most of the city area on 28/12/89. Prospective purchasers should make their own enquiries as to whether buildings/structures on the land sustained any structural damage.

26 Lake Macquarie City Local Strategic Planning Statement (2019)

Council has prepared a strategy to provide direction for future land use planning in the City in collaboration with the community, the Lake Macquarie City Local Strategic Planning Statement 2019 (the LSPS). A copy of the LSPS is available from Council.

27 Voluntary Planning Agreement

The land is not affected by a Voluntary Planning Agreement.



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



Dye & Durham Property Pty Ltd

42 ARLINGTON

BELMONT NORTH NSW

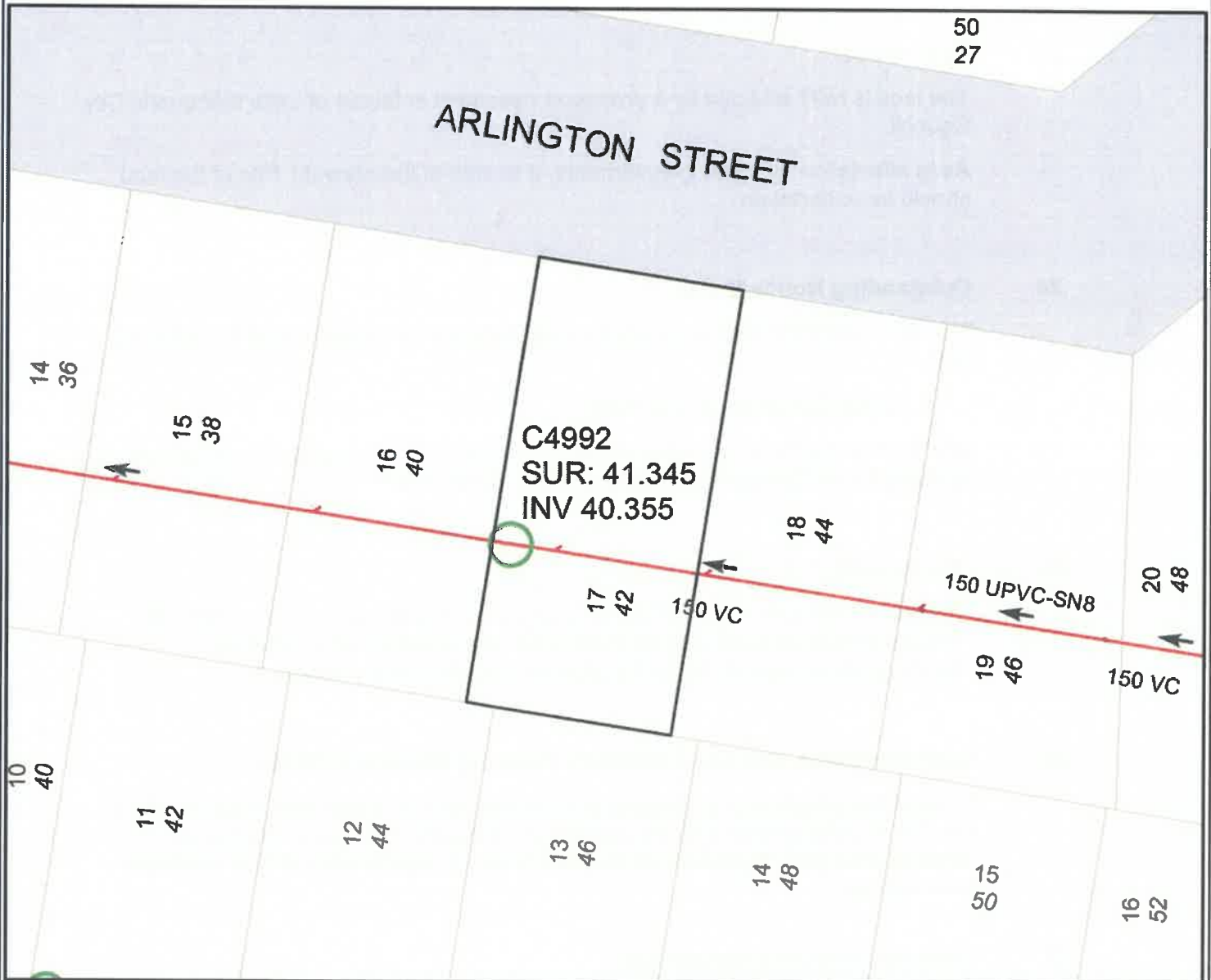
APPLICATION NO.: 1853288

APPLICANT REF: U 76701507:114963455

RATEABLE PREMISE NO.: 9174300719

PROPERTY ADDRESS: 42 ARLINGTON ST BELMONT NORTH 2280

LOT/SECTION/DP:SP: 17//DP 28480



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

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

IMPORTANT:

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

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

Date: 20/10/2022

Scale at A4: 1:500

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

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



Revenue

Enquiry ID	3805995
Agent ID	81290352
Issue Date	21 Oct 2022
Correspondence ID	1753968278
Your reference	76701507

DYE & DURHAM PTY LTD
GPO Box 2746
BRISBANE QLD 4001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D28480/17	42 ARLINGTON ST BELMONT NORTH 2280	\$320 333

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2022 tax year.

Yours sincerely,

Scott Johnston
Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.

ANNEXURE C



Date: 00:56 25-09-2022

Client: Decon Solutions

Property: 42 ARLINGTON STREET, BELMONT NORTH, NSW

Test Type: Post Validation Assessment

The following results have been reported following decontamination and remediation work at 42 ARLINGTON STREET. Following decontamination work the analysis of the samples from the above address has shown the traces of methamphetamine are below the guideline set out in Australian Clandestine Drug Laboratory Remediation Guidelines.

Room	Code	Date Sampled	
		09-05-2022 Detailed Assessment	23-09-2022 Validation Test
Open Plan Kitchen/Dining 1	OKD1A	3.20µg	<0.02µg
	OKD1B	84.00µg	-
Bedroom 1	BDR1A	74.00µg	<0.02µg
Bathroom 1	BTM1A	50.00µg	<0.02µg
Toilet 1	TOI1A	2.40µg	<0.02µg
Bedroom 2	BDR2A	44.00µg	<0.02µg
Storage Area 1	STO1A	0.72µg	<0.02µg
Storage Area 2	STO2A	0.35µg	-
Storage Area 3	STO3A	0.09µg	-
Storage Area 4	STO4A	0.18µg	-
Storage Area 5	STO5A	<0.02µg	-
Storage Area 6	STO6A	0.62µg	<0.02µg
Field Blank	FBA	*	<0.02µg

* (Analysis not completed)

Please see the Field Sampling Technician's report and analysis report from Safeworks Laboratories (Queensland) for more information on the sampling, result interpretation and any next steps.

We would like to thank you for choosing ENVIRO FORCE PTY LTD to assist in testing the property for methamphetamine.

Kind regards



Client Name: Enviro Force Pty Ltd
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SWL Queensland
 Unit 4/57 Miller Street
 MURARRIE QLD 4172

SURFACE TESTING REPORT

Episode: **689915**

Issued: 27 Sept 2022

Collection Date/Time: 25 Sept 2022
 Receipt Date: 26 Sept 2022

Sample Container: 50mL Centrifuge Tube
 Sample Matrix: Swabs
 Number of Samples Received: 8
 Seal ID: A340620473
 Sample Site Address: 42 Arlington St. Belmont North

Sample Type: Individual Results

SWL ID	689915-FB1	689915-1.1	689915-1.2	689915-1.3	689915-1.4
	FBA	OKD1A	BDR1A	BTM1A	TOI1A
Analyte	CAS Number	Results (µg/sample)			
Methamphetamine	537-46-2	<0.02	<0.02	<0.02	<0.02
Amphetamine	300-62-9	<0.02	<0.02	<0.02	<0.02
Ephedrine	24221-86-1	<0.02	<0.02	<0.02	<0.02
Pseudoephedrine	90-82-4	<0.02	<0.02	<0.02	<0.02

SWL ID	689915-1.5	689915-1.6	689915-1.7		
	BDR2A	STO1A	STO6A		
Analyte	CAS Number	Results (µg/sample)			
Methamphetamine	537-46-2	<0.02	<0.02	<0.02	
Amphetamine	300-62-9	<0.02	<0.02	<0.02	
Ephedrine	24221-86-1	<0.02	<0.02	<0.02	
Pseudoephedrine	90-82-4	<0.02	<0.02	<0.02	

Method Summary:

SWL-LCMS-015 Method – Sulfuric Acid extraction followed by concentration and LCMSMS confirmation.

Limit of Reporting 0.02µg/sample. Samples analysed as received.

The Uncertainty of Measurement is ±10% of the reported result (95% Confidence Interval).

— Please contact Sampler or Sampling Company for results interpretation —

Site Address:	42 ARLINGTON STREET, BELMONT NORTH, NSW
Assessment Type:	Validation Test
Lab Report Number:	689915
Enviro Force Job Number:	11804
Issued To:	Decon Solutions
Validation Date:	25/09/2022
Areas Sampled and Cleared:	Open Plan Kitchen/Dining 1, Bedroom 1, Bathroom 1, Toilet 1, Bedroom 2, Storage Area 1, Storage Area 2, Storage Area 3, Storage Area 4, Storage Area 5, Storage Area 6

This certificate confirms that the analysis of samples collected by Enviro Force on the above date found levels of methamphetamine contamination under the safe guideline of $0.5\mu\text{g}/100\text{cm}^2$. Methamphetamine contamination levels below $0.5\mu\text{g}/100\text{cm}^2$ are deemed safe by the Australian Governments Clandestine Drug Laboratory Remediation Guidelines (2011) and the Code of Practice (2019). Therefore, based on the samples taken, the above property is safe for inhabitation.



Reviewed By:

Sergio Toro,



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