

Contract for the sale and purchase of land 2017 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent		
co-agent		
vendor		
vendor's solicitor	DC Conveyancing 101 Lang Street, Kurri Kurri NSW 2327	Phone: 49375892 Fax: Ref: BV:DC:492 E:dcconveyancing@hotmail.com
date for completion	42nd day after the date of this contract	(clause 15)
land (address, plan details and title reference)	28 Hilldale Drive, Bolwarra Heights, New South Wales 2320 Registered Plan: Lot Plan Folio Identifier	
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Granny flat separate from garage	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> other: ducted air conditioner, granny flat reverse cycle air conditioner
exclusions	Outdoor sculptures, statues and large pots
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 _____ deposit to be invested NO Yes

vendor	witness
<div style="border: 1px dashed black; padding: 5px; margin: 10px auto; width: fit-content;"> GST AMOUNT (optional) The price includes GST of: \$ _____ </div>	
purchaser <input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	witness

Choices

- vendor agrees to accept a **deposit-bond** (clause 3) NO yes
proposed electronic transaction (clause 30) NO yes

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

- land tax is adjustable NO yes
GST: Taxable supply NO yes in full yes to an extent
margin scheme will be used in making the taxable supply NO yes

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

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

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address and telephone number**List of Documents****General**

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

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WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—SWIMMING POOLS

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- The purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
 - 7.1.2 the vendor *serves* notice of intention to *rescind*; and

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

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

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:

- deposit paid;
- *remittance amount* payable; and
- amount payable by the vendor to the purchaser under this contract; and

16.7.2 any other amount payable by the purchaser under this contract.

- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*; and
- 30.1.2 the purchaser serves a notice that it is an *electronic transaction within 14 days* of the contract date.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* serves a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- associated with the agreement under clause 30.1; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after receipt of the purchaser's notice under clause 30.1.2; and
 - before the receipt of a notice given under clause 30.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of receipt of the notice under clause 30.1.2 –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –

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

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

31 Foreign Resident Capital Gains Withholding

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

SPECIAL CONDITIONS

These are the special conditions to the contract for the sale of land

BETWEEN Graham Frederick Wade and Denise Frances Wade of , (Vendor)

AND of (Purchaser)

1. Notice to complete

- a. In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.
- b. If a notice to Complete is issued by the Vendor the Purchaser acknowledges and shall pay on completion and in addition to the purchase price the amount of \$275.00 to pay the legal costs and expenses incurred by the Vendor as a result of the delay.

2. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

3. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

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

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

4. Late completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

5. Agent

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

6. Mine Subsidence

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

7. Swimming pool

The property does not have a swimming pool.

8. Deposit bond

- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
 - (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the
-

vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.

- (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

9. Requisitions on Title

The purchaser acknowledges that the only form of Requisitions on title that the purchaser is entitled to make pursuant to clause 5.1 are those requisitions on title annexed.

10. Deposit

In the event: -

- (a) The purchaser defaults in the observance of any obligations hereunder which is or the performance of which has become essential; and
- (b) The purchaser has paid a deposit of less than 10% of the purchase price; and
- (c) The Vendor terminates this Agreement

Then the Vendor, as a consideration of accepting less than a 10% deposit shall be entitled to recover from the Purchaser of the amount equal to 100% of the purchase price less any deposit paid as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any other remedies available to the Vendor herein contained or implied notwithstanding any rule of Law or Equity to the contrary. This clause shall not merge on termination of this Agreement.

11. Electronic Settlement

- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
 - (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.
 - (c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and
-

invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.

- (d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
- (e) Settlement takes place when the financial settlement takes place.
- (f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- (g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
- (h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Possession and tenancies

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

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

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

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
 14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
 15. (a) Have the provisions of the Local Government Act, the Environmental Planning and Assessment Act 1979 and their regulations been complied with?
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
-

-
- (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (d) Has the vendor a Final Occupation Certificate issued under the Environmental Planning and Assessment Act 1979 for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance. In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
- (ii) when was the building work completed?
- (iii) please state the builder's name and licence number;
- (iv) please provide details of insurance under the Home Building Act 1989.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
- (b) is the swimming pool surrounded by a barrier which complies with the requirements of the Swimming Pools Act 1992?
- (c) if the swimming pool has been approved under the Local Government Act 1993, please provide details.
- (d) are there any outstanding notices or orders?
18. (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (e) Has the vendor received any notice, claim or proceedings under the Dividing Fences Act 1991 or the Encroachment of Buildings Act 1922
- Affectations**
19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
- (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
- (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
- (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
- (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
- (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
- (e) any realignment or proposed realignment of any road adjoining the property?
- (f) any contamination?
22. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and Telephone services?
- (b) If so, do any of the connections for such services pass through any adjoining land?
-

-
- (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

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

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

Mine Subsidence

30. (a) Does the property lie within a Mine Subsidence District under the provisions of the Mine Subsidence Compensation Act, 1961?
(b) Does the property form part of a subdivision of land within a Mine Subsidence District effected since 1st July 1961?
(c) Does the property form part of a subdivision of land effected since 1st July 1961, within a district proclaimed under the Mine Subsidence Act?
(d) If the property lies within a Mine Subsidence District have any improvement (whether or not requiring the consent of the Local Council) been erected since 1st July 1961?
(e) If the answer to (b) (c) and/or (d) is in the affirmative we must be satisfied that the approval of the Mine Subsidence Board was obtained and that the owner complied with any conditions or requirements imposed by the Board or the relative Act.
(f) (i) Was a conditional right to insure improvements erected prior to 1st July 1961, granted by the Mine Subsidence Board?
(ii) If so, has the owner or his predecessor in title complied with the conditions imposed by the Board?
(g) Is the Vendor aware of any claim in respect of the subject property having been made under the Mine Subsidence Compensation Act, 1961?

10. Electronic Settlement

- (i) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
- (j) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.
- (k) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the
-

purchaser and any discharging mortgagee to join, failing which the purchaser may do so.

- (l) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
- (m) Settlement takes place when the financial settlement takes place.
- (n) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- (o) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
- (p) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 23/803884

SEARCH DATE	TIME	EDITION NO	DATE
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2/2/2018	11:30 AM	4	24/2/1994

LAND

LOT 23 IN DEPOSITED PLAN 803884
AT BOLWARRA HEIGHTS
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF MIDDLEHOPE COUNTY OF DURHAM
TITLE DIAGRAM DP803884

FIRST SCHEDULE

GRAHAM FREDERICK WADE
DENISE FRANCES WADE
AS JOINT TENANTS (T U55868)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP801116 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 3 DP803884 RESTRICTION(S) ON THE USE OF LAND
- 4 EASEMENT(S) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM CREATED BY:
DP803884 EASEMENT TO DRAIN WATER
- 5 U55869 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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FORM 21 SECTION 88B RESTRICTION
 INSTRUMENT SETTING OUT TERMS OF EASEMENTS
 AND RESTRICTIONS AS TO USER
 INTENDED TO BE CREATED PURSUANT
 TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Sheet one of six sheets

PLAN DP803884

SUBDIVISION OF WHOLE OF THE LAND IN
 CERTIFICATE OF TITLE FOLIO
 IDENTIFIERS 10, 16 and 17/801116
 AND ALSO THE WHOLE OF THE LAND
 IN CONVEYANCES BOOK 3798 NUMBERS
 293, 294 and 295 AND 17 IN
 BEING LOTS 1, 2, 3, 4, 5, 6 AND LOTS 1/19
 SECTION A, D.P. 977972,
 LOTS 18/20 D.P. 977073,
 RESPECTIVELY COVERED BY COUNCIL
 CLERK'S CERTIFICATE NO.

FULL NAME AND ADDRESS
 OF REGISTERED PROPRIETORS
 OF LAND

BOLMARRA DEVELOPMENTS PTY.
 LIMITED, of 14 Egin Street,
 Maitland with regard to Folio
 in Certificate of Title Folio
 Identifiers 10, 16 and 17/801116.
 LOCAL ESTATES PTY. LIMITED,
 35 High Street, East Maitland
 with regard to lands in
 Conveyances Book 3798 Numbers
 293, 294 and 295.

FULL NAME AND ADDRESS
 OF MORTGAGEE

Westpac Banking Corporation,
 Colonial Centre, High Street,
 Maitland.

PART 1

- IDENTITY OF EASEMENT
 OR RESTRICTION FIRSTLY
 REFERRED TO IN THE
 ABOVEMENTIONED PLAN:
 Lots Burdened
 Lots 22/41 inclusive
 Maitland City Council.
- IDENTITY OF EASEMENT
 OR RESTRICTION SECONDLY
 REFERRED TO IN THE
 ABOVEMENTIONED PLAN:
 Lots Burdened
 Lots 22, 23, 24, 25, 26.
 The Council of the City of
 Maitland.

Restriction as to User.

Restriction as to User.

R. J. W.
Secretary

REGISTERED  21-7-1990



FORM 21, SECTION 88B RESTRICTION
 INSTRUMENT SETTING OUT TERMS OF EASEMENTS
 AND RESTRICTIONS AS TO USER
 INTENDED TO BE CREATED PURSUANT
 TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Sheet two of six sheets.

DP803884

- IDENTITY OF EASEMENT
 OR RESTRICTION THIRDLY
 REFERRED TO IN THE
 ABOVEMENTIONED PLAN
 Lots Burdened
 Lots 22/41 inclusive
 Hunter District Water Board.
- IDENTITY OF EASEMENT
 OR RESTRICTION FOURTHLY
 REFERRED TO IN THE
 ABOVEMENTIONED PLAN:
 Lots Burdened:
 Each lot excepting
 Lot 42 and 43
 Every other lot excepting Lots 42
 and 43
- IDENTITY OF EASEMENT
 OR RESTRICTION FIFTHLY
 REFERRED TO IN THE
 ABOVEMENTIONED PLAN:
 Lots Burdened:
 Lot 23, 28, 29, 33, 34
 36.
 Lot 34
 Lot 33
- IDENTITY OF EASEMENT
 OR RESTRICTION SIXTHLY
 REFERRED TO IN THE
 ABOVEMENTIONED PLAN:
 Lot Burdened:
 Lot 26, 42
 The Hunter District Water Board.

Restriction as to User.

Restriction as to User.

Restriction as to User.

Restriction as to User.

PART 2


- TERMS OF EASEMENT OR RESTRICTION FIRSTLY REFERRED TO IN THE
 ABOVEMENTIONED PLAN:
 (a) In respect of fencing in gullies or water-courses
 shall be erected or permitted to remain on any lot
 burdened unless such fence is constructed of post and
 wire or such other materials as may be approved in
 writing by the Council of the City of Maitland, which
 fencing shall not exceed 1.4 metres in height.
 (b) No building or buildings intended or designed for human
 occupation or habitation shall be erected or permitted

Easement for Water Main 3.0 wide.

Easement for Water Main 3.0 wide.

Easement for Water Main 3.0 wide.

R. J. W.
Secretary

REGISTERED  21-7-1990



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 Registrar General this day, 30th July, 1990



2

FORM 21 SECTION 88B RESTRICTION
 INSTRUMENT SETTING OUT TERMS OF EASEMENTS
 AND RESTRICTIONS AS TO USER
 INTENDED TO BE CREATED PURSUANT
 TO SECTION 88B OF THE CONVEYANCING ACT, 1919

D P 8 0 3 8 8 4

Sheet Three of Six Sheets

to remain on any allotment burdened between watercourse
 height 2.4 metres, unless approved in writing by
 the Council of the City of Maitland, which approval
 shall be withheld where the proprietor of the lot
 burdened fails to establish that such a level
 open for use in 100 years storm contour in respect of any
 gullies located within the lot burdened.

(c) No building, buildings or structures (which term shall
 include any swimming pool) shall be erected,
 constructed or permitted to remain on any lot burdened in a
 gully or other place where the Council of the City of
 Maitland, which approval shall be withheld where the
 proprietor of the lot burdened fails to establish that
 such buildings have been constructed above the level of
 one in 20 years storm contour in respect of any gullies
 located within the lots burdened.

2. TERMS OF EASEMENT OR RESTRICTION SECONDLY REFERRED TO IN
 THE ABOVEMENTIONED PLAN:

(a) No access shall be constructed nor shall access be
 obtained to or from the land burdened on or over Lot
 42 or Lot 23 in D.P. 801116.

(b) The proprietors of the lot burdened shall cause a fence
 or fences to be constructed between the land burdened
 and Lot 42 or Lot 23 in D.P. 801116 such fence to be
 located adjacent to the toe of the landscaped bund wall
 on or prior to construction of a dwelling on the land
 burdened and shall at all times keep and maintain such
 fence in good order and repair through or across the
 alignment of such fence to or onto Lot 42 or Lot 23 in
 D.P. 801116. The Council of the City of Maitland shall
 not be required to contribute to or pay any costs or
 expenses pertaining to the construction and maintenance
 of such fence.

(c) The proprietor of the lot burdened shall not
 detrimentally interfere with or alter the landscaped
 bund wall located adjacent to the boundary of Lot 2 or
 Lot 23 in D.P. 801116 and in particular shall not cause
 or permit lawns to be grown or extended onto this area
 and shall not fertilise or cause fertiliser to be
 applied thereto and shall not mow the surface of such
 bund wall.

3. TERMS OF EASEMENT OR RESTRICTION THIRDLY REFERRED TO IN THE
 ABOVEMENTIONED PLAN:

(a) No main building or buildings designed or intended for
 use for human occupation shall be erected or permitted
 to remain erected on any land burdened prior to the
 installation on the lot burdened of a waste water
 transfer system of a two tank design fitted with a
 discharge pump providing transfer to the Board's
 sewer main (such pump to be able to provide a 20 metre
 head at a discharge of 0.04 litres per second).

Paul X UA
Secretary

Paul X UA
Secretary



REGISTERED 27.7.1990

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FORM 21 SECTION 88B RESTRICTION
 INSTRUMENT SETTING OUT TERMS OF EASEMENTS
 AND RESTRICTIONS AS TO USER
 INTENDED TO BE CREATED PURSUANT
 TO SECTION 88B OF THE CONVEYANCING ACT, 1919

D P 8 0 3 8 8 4

Sheet Four of Six Sheets.

(b) No sewage or water effluent shall be disposed of or
 removed from the land burdened other than the
 pressurised sewer main provided by the Hunter District
 Water Board.

(a) No main building or buildings shall be erected on each
 lot burdened other than with external walls of brick
 and/or brick veneer and/or glass and/or timber and/or
 stone PROVIDED the proportion of brick and/or brick
 veneer shall not be less than thirty five percentum
 (35%) of the total area of the external walls. Timber
 shall not be used in external walls except in
 conjunction with all or any of the following
 materials and the proportion shall not exceed twenty
 percentum (25%) of the total area of the external
 walls.

(b) No building, buildings or outbuilding shall be
 permitted to remain erected on each lot burdened having
 external walls comprised of asbestos cement, fibro
 cement, vinyl cladding or any like or similar building
 material.

(c) No main building shall be erected or permitted to
 remain erected on each lot burdened having a total
 internal floor area of less than 150 square metres and
 exclusive of car accommodation, external landings and
 porches:

(d) No main building or buildings shall be used or
 permitted to be used other than for residential
 accommodation.

(e) No buildings shall be erected on such lot burdened
 having a roof of other than tiles whether terracotta or
 cement or of colourbond type material PROVIDED THAT any
 such colourbond material shall have a low reflective
 index decking PROVIDED FURTHER that a building may have
 a roof of aluminium or steel decking where the pitch of
 such roof is not greater than three degrees to the
 horizontal.

(f) No buildings or buildings other than a main building
 shall be erected or permitted to remain on each lot
 burdened where the peak or highest point of such roof
 above the natural ground level exceed 6.1 metres.

(g) No building or buildings shall be erected on each lot
 burdened having a roof or walls of corrugated galvanised
 iron PROVIDED this restriction shall not apply to
 bullnosed verandahs.

(h) No main building or buildings designed for human
 occupation shall be erected or permitted to remain
 erected closer than 20 metres from a public road
 without the consent in writing of the Council of the
 City of Maitland.

Paul X UA
Secretary

Paul X UA
Secretary



REGISTERED 27.7.1990

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 record of a document in the custody of the
 Registrar General this day, 30th July, 1990



3

FORM 21 SECTION 88B RESTRICTION

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

DPBC3884

Sheet Five of Six Sheets

- (l) No earth, stone, gravel or tree shall be removed or excavated from any lot burdened except where section of a building, structure or excavation is necessary which shall be replaced and swimming pool. No lot shall be permitted to be, appear or remain in an excavated or quarried state unless same has been fully landscaped.
- (j) No structure of a temporary character basement, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.
- (k) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain in any lot burdened.
- (l) With the exception of vehicles used in connection with the carrying of a dwelling on any lot burdened no motor truck, lorry or semi-trailer with a load carrying capacity exceeding five tonnes shall be parked or permitted to remain on any lot burdened.
- (m) No obnoxious noise or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (n) No fence shall be erected on any lot burdened to divide from any adjoining land owned by local, Estates Pty. Limited or Bowerra Developments Pty. Limited without the consent of those persons whose consent shall not be withheld if those persons are not registered proprietors of the land. This restriction shall remain in force only during such time as those persons are the registered proprietor of any land in the plan.
- (o) Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting same.

The persons having the right to release, vary or modify these restrictions is LOCAL ESTATES PTY. LIMITED for each period as they are the registered proprietors and in the plan or for a period of three years from the date of registration of the plan, whichever is the later.

TERMS OF EASEMENT OR RESTRICTION SIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

- (a) Full and free right, title, liberty and license for the Hunter District Water Board, its successors, and assigns to construct lay maintain repair and renew cleanse inspect replace and divert or alter the position of a watermain or pipeline with the apparatus and appurtenances thereof in or under the surface of the land burdened and to carry and convey water through the said watermain and pipeline and

Rmk x Oa
Secretary

Paul Alexander
Secretary



REGISTERED 27.7.1990

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FORM 21 SECTION 88B RESTRICTION

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

DPBC3884

Sheet Six of Six Sheets.

- (a) The purposes aforesaid or any of them by its officers servants and/or contractors with or without motor or other vehicles horses or other animals plant and machinery to enter upon and break open the surface of the land burdened and to deposit soil temporarily on the land burdened but subject to a liability to replace the soil and to restore the surface of the said land burdened in a proper and workmanlike manner as soon as the operations are completed but to be no liability upon the land burdened which has or may be erected or any structures of any kind placed over or under the area of the land burdened.



Paul Alexander
Secretary

Paul Alexander
Secretary



As Mortgagee under Mortgages No. Y350021 and Book 3798 No. 236 Westpac Banking Corporation hereby consents to the within section being a contribution by its Attorney who hereby states that at the time of executing this instrument no notice of revocation has been received of the Power of Attorney registered in the office of the Registrar General No. 274 Book 3733 under the authority of which he has executed this Section 88B instrument.

Signed Sealed and Delivered for and on behalf of Westpac Banking Corporation by Paul Alexander Solicitor.

Officer in Charge Hunter Regional Securities who is personally known to me.
Hugh William Redman
Hugh William Redman Bank Officer Newcastle



REGISTERED 27.7.1990

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PLAN FORM 2
SIGNATURE AND SEALS ONLY

David Morrison
David Morrison
David Morrison
Surveyor
S.A. 1000

WESTPAC BANKING CORPORATION
by its Attorney
who hereby states that at the time of executing this instrument no notice of revocation has been received of the Power of Attorney registered in the office of the Registrar General No. 274 Book 3725 under the authority of which this instrument has been executed.
HUNTER REGIONAL SECURITIES CENTRE
Officer in Charge Regional Securities

As Mortgage under Mortgage No. Y530021 Westpac Banking Corporation hereby consents to the within Plan or Subdivision.
Signed Sealed and Delivered for and on behalf of WESTPAC BANKING CORPORATION
by Debra Marie Matthews
its duly constituted Attorney who is personally known to me
Debra Marie Matthews

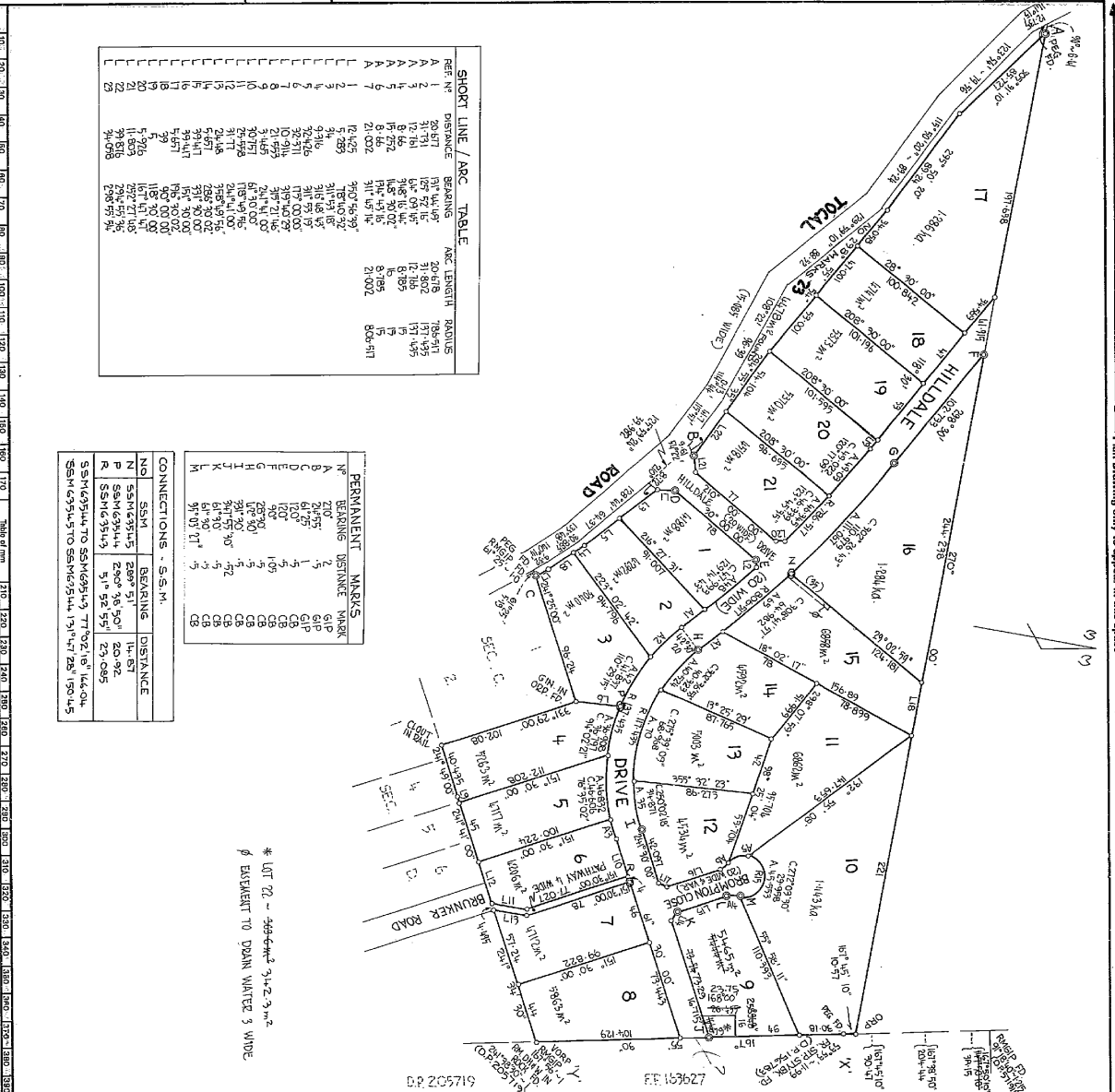
Crown Lands Office Approval

Local Authority Approval
Council Clerk's Certificate

I hereby certify that:
1. The requirements of the Land Management Act, 1958 have been met.
2. The requirements of the Land Management Act, 1958 have been met.
3. The requirements of the Land Management Act, 1958 have been met.
4. The requirements of the Land Management Act, 1958 have been met.
5. The requirements of the Land Management Act, 1958 have been met.
6. The requirements of the Land Management Act, 1958 have been met.
7. The requirements of the Land Management Act, 1958 have been met.
8. The requirements of the Land Management Act, 1958 have been met.
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12. The requirements of the Land Management Act, 1958 have been met.
13. The requirements of the Land Management Act, 1958 have been met.
14. The requirements of the Land Management Act, 1958 have been met.
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16. The requirements of the Land Management Act, 1958 have been met.
17. The requirements of the Land Management Act, 1958 have been met.
18. The requirements of the Land Management Act, 1958 have been met.
19. The requirements of the Land Management Act, 1958 have been met.
20. The requirements of the Land Management Act, 1958 have been met.
21. The requirements of the Land Management Act, 1958 have been met.
22. The requirements of the Land Management Act, 1958 have been met.

SURVEYOR'S REFERENCE: 89 / 0145

Plan Drawing only to appear in this space



REF. NO.	BEARING	DISTANCE	AREA
1	178° 51'	20.619	788.91
2	127° 52'	31.802	171.495
3	127° 52'	31.802	171.495
4	127° 52'	31.802	171.495
5	127° 52'	31.802	171.495
6	127° 52'	31.802	171.495
7	127° 52'	31.802	171.495
8	127° 52'	31.802	171.495
9	127° 52'	31.802	171.495
10	127° 52'	31.802	171.495
11	127° 52'	31.802	171.495
12	127° 52'	31.802	171.495
13	127° 52'	31.802	171.495
14	127° 52'	31.802	171.495
15	127° 52'	31.802	171.495
16	127° 52'	31.802	171.495
17	127° 52'	31.802	171.495
18	127° 52'	31.802	171.495
19	127° 52'	31.802	171.495
20	127° 52'	31.802	171.495
21	127° 52'	31.802	171.495
22	127° 52'	31.802	171.495

NO.	SSM	BEARING	DISTANCE
N	SSM42915	289° 51'	14.87
P	SSM42914	290° 38' 30"	20.92
R	SSM42913	51° 52' 55"	24.085
S	SSM42912	77° 02' 18"	14.04
T	SSM42911	134° 47' 28"	150.45

NO.	SSM	BEARING	DISTANCE
A	SSM42915	289° 51'	14.87
B	SSM42914	290° 38' 30"	20.92
C	SSM42913	51° 52' 55"	24.085
D	SSM42912	77° 02' 18"	14.04
E	SSM42911	134° 47' 28"	150.45

WARNING: CHEASING OR FOLDING WILL LEAD TO REJECTION

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OFFICE USE ONLY
DP 801116

Registered
CANO 153/15851063 of 20-2-1990
Title System: TORENS
Purpose: SUBDIVISION
Field Map: PARISH
Last File: DP 979972 #
PLAN OF SUBDIVISION OF LOTS 5 & 6
DP 702210 & LOT 34-D DP
715397.

Lengths are in metres. Reduction Ratio: 1:2000
Maitland
City
Localities: BOLNARRA HEIGHTS
Parishes: MIDDLEHOPE
County: DURHAM

Plats used in preparation of survey/compilation:
D.P. 102210 - D.P. 715397

IT IS INTENDED TO DEDICATE HILDALE DRIVE AND BOLNARRA CLOSE AND PUBLIC BOUNDS.
PURSUANT TO SECTION 94B OF THE DOWNSHANGING ACT 1988 AS AMENDED IT IS HEREBY TO BE CREATED.
1-4. IDENTIFICTIONS AS TO USED
5. EXEMPTION TO DRAIN WATER 5 WIDE

PLAN AMENDED IN L.T.O. AT SURVEYOR'S REQUEST

FORM 21 SECTION 88B RESTRICTION
INSTRUMENT SETTING OUT TERMS OF EASEMENTS
AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT
TO SECTION 88B OF THE CONVEYANCING ACT, 1919

DP 0116

Sheet one of five sheets.

FULL NAME AND ADDRESS
OF REGISTERED PROPRIETORS
OF LAND
POLMARRA DEVELOPMENTS PTY.
LIMITED, of 14 Elgin Street,
Maitland.
WESTPAC BANKING CORPORATION,
Colonial Centre Building,
High Street, Maitland.

FULL NAME AND ADDRESS
OF MORTGAGEE:
WESTPAC BANKING CORPORATION,
Colonial Centre Building,
High Street, Maitland.

PART 1

1. IDENTITY OF EASEMENT
OR RESTRICTION FIRSTLY
REFERRED TO IN THE
ABOVEMENTIONED PLAN:
Restriction to User

2. IDENTITY OF EASEMENT
OR RESTRICTION SECONDLY
REFERRED TO IN THE
ABOVEMENTIONED PLAN:
Restriction as to User.

3. IDENTITY OF EASEMENT
OR RESTRICTION THIRDLY
REFERRED TO IN THE
ABOVEMENTIONED PLAN:
Restriction as to User.

REGISTERED
NS 16-3-1990

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FORM 21 SECTION 88B RESTRICTION
INSTRUMENT SETTING OUT TERMS OF EASEMENTS
AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT
TO SECTION 88B OF THE CONVEYANCING ACT, 1919

DP 0116

Sheet Two of five sheets.

4. IDENTITY OF EASEMENT
OR RESTRICTION FOURTHLY
REFERRED TO IN THE
ABOVEMENTIONED PLAN:
Restriction as to User.

5. IDENTITY OF EASEMENT
OR RESTRICTION FIFTHLY
REFERRED TO IN THE
ABOVEMENTIONED PLAN:
Easement to drain water 3 wide.

PART 2

1. TERMS OF EASEMENT OR RESTRICTION FIRSTLY REFERRED TO IN THE
ABOVEMENTIONED PLAN:
(a) No fence other than a front or front boundary fence shall be erected of permitted to remain on any lot burdened unless such fence is constructed, approved in writing by the Council of the City of Maitland, which fencing shall not exceed 1.4 metres in height.
(b) No building or buildings intended or designed for human occupation or habitation shall be erected or permitted on any allotment burdened below Australian height datum 20.0 metres, unless approved in writing by the Council of the City of Maitland, which approval shall be withheld where the proprietor of the lot burdened fails to establish that such buildings have been or are intended to be constructed above the level of the one in 100 years storm contour in respect of any gulleys located within the lot burdened.
(c) No building, buildings or structures (which term shall include any swimming pool) shall be erected, constructed or permitted on any lot burdened below Australian height datum 20.0 metres, unless approved in writing by the Council of the City of Maitland, which approval shall be withheld where the proprietor of the lot burdened fails to establish that such buildings have been constructed above the level of

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NS 16-3-1990

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19th MARCH, 1990





DPC0116

FORM 21 SECTION 88B RESTRICTION
INSTRUMENT SETTING OUT TERMS OF EASEMENTS
AND RESTRICTIONS AS TO USE
INTENDED TO BE CREATED PURSUANT
TO SECTION 88B OF THE CONVEYANCING ACT, 1919
Sheet Three of Five Sheets.

2. TERMS OF EASEMENT OR RESTRICTION SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

(a) No access shall be constructed nor shall access be obtained to or from the land burdened on or over Lot 23.

(b) The proprietors of the lot burdened shall cause a fence or fences to be constructed between the land burdened and Lot 23 such fence to be located adjacent to the toe of the landscaped bund wall on or prior to construction of a dwelling on the land burdened and shall at all times keep and maintain such fence in good order and condition so as to prevent vehicular access of any nature through or across the alignment of such fence to or onto Lot 23. The Council of the City of Malabo shall not be required to contribute to or pay any costs or expenses pertaining to the construction and maintenance of such fence.

(c) The proprietor of the lot burdened shall not detrimentally interfere with or alter the landscaped bund wall located adjacent to the boundary of Lot 23 and in particular shall not cause or permit lawns to be grown or extended onto this area and shall not fertilise or cause fertiliser to be applied thereto and shall not mow the surface of such bund wall.

3. TERMS OF EASEMENT OR RESTRICTION THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

(a) No main building or buildings designed or intended for use for human occupation shall be erected or permitted to remain erected on any land burdened prior to the installation of a two tank design fitted with a discharge system of a sewer main providing transfer to the Board's sewer main (such pump to be able to provide a 20 metres head at a discharge of 0.04 litres per second).

(b) No sewage or water effluent shall be disposed of or removed from the land burdened other than to the pressurised sewer main provided by the Hunter District Water Board.

4. TERMS OF EASEMENT OR RESTRICTION FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

(a) No main building or buildings shall be erected on each lot burdened other than with external walls of brick and/or concrete and/or glass and/or timber and/or stone PROVIDED the proportion of brick and/or brick

DPC0116

FORM 21 SECTION 88B RESTRICTION
INSTRUMENT SETTING OUT TERMS OF EASEMENTS
AND RESTRICTIONS AS TO USE
INTENDED TO BE CREATED PURSUANT
TO SECTION 88B OF THE CONVEYANCING ACT, 1919
Sheet Four of Five Sheets.

(b) veneer shall not be less than thirty five percentum (35%) of the total area of the external walls. Timber shall not be used in external walls except in conjunction with all or any of the abovementioned materials and the proportion shall not exceed twenty five percentum (25%) of the total area of the external walls.

(c) No building, buildings or outbuilding shall be permitted to remain erected on any lot burdened having external walls comprised of concrete, fibro cement, vinyl cladding or any like or similar building material.

(d) No main building or buildings shall be used or permitted to be used other than for residential accommodation.

(e) No buildings shall be erected on each lot burdened having a roof of other than tiles whether terracotta or cement or fibro material PROVIDED THAT any such building shall have a low reflective roof of aluminium or steel decking where the pitch of such roof is not greater than three degrees to the horizontal.

(f) No buildings or buildings other than a main building shall be erected or permitted to remain on each lot burdened where the apex or highest point of such roof above the natural ground level exceed 6.1 metres.

(g) No building or buildings shall be erected on each lot burdened having a roof or tiles of corrugated galvanised iron PROVIDED this restriction shall not apply to ballroom verandahs.

(h) No main building or buildings designed for human occupation shall be erected or permitted to remain erected closer than 20 metres to a public road or where such allotment has a frontage to two public roads not less than 20metres from one public road and ten metres from the other public road provided that a building may be erected closer to a public road with the consent in writing of the Council of the City of Malabo.

(i) No earth, stone, gravel or tree shall be removed or excavated from any lot burdened except where such removal or excavation is for the erection of a building, structure or facility which term shall include tennis courts and swimming pool. No lot shall be permitted to be, appear or remain in an excavated or

REGISTERED MS 16-3-1990

Handwritten signature

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REGISTERED MS 16-3-1990

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FORM 21 SECTION 88B RESTRICTION
INSTRUMENT SETTING OUT TERMS OF EASEMENTS
AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT
TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Sheet Five of Five Sheets.

- (J) No structure of a temporary character basement, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.
- (K) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain in any lot burdened.
- (L) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened no motor truck, lorry or semi-trailer with a load carrying capacity exceeding five tonnes shall be parked or permitted to remain on any lot burdened.
- (M) No obnoxious noise or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (N) No fence shall be erected on any lot burdened to divide from any adjoining land owned by Bolwarra Developments Pty. Limited without the consent of those persons but such consent shall not be withheld if such fence is erected without expense to Bolwarra Developments Pty. Limited PROVIDED this restriction shall remain in force only during such time as those persons are the registered proprietor of any land in the plan.
- (O) Any release, variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting same.

The persons having the right to release, vary or modify these restrictions is BOLWARRA DEVELOPMENTS PTY. LIMITED for such period as they are the registered proprietor of any land in the plan or for a period of three years from the date of registration of the plan, whichever is the later.

Westpac Banking Corporation as mortgagee hereby consents to the within instrument.

Signed Sealed and Delivered for and on behalf of WESTPAC BANKING CORPORATION by Bruce Ian Waddie duly constituted Attorney who is personally known to me

[Signature]

Branch: Hunter Commercial Banking Centre
Commercial Manager

WESTPAC BANKING CORPORATION
by its Attorney
who hereby states that at the time of executing this instrument no notice of revocation has been received of the Power of Attorney registered in the office of the Registrar General No. 2746 Book 3739 under the authority of which this instrument has been executed
[Signature]
Attest
[Signature]
Registrar General



REGISTERED MS 16-3-1990

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S149 Planning Certificate

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979 (AS AMENDED)



APPLICANT InfoTrack
ecertificates@infotrack.com.au

Certificate No 18/379
Certificate Date 02/02/2018
Fee Paid 53.00
Receipt No 12223
No. of Pages Page 1 of 7

Your Reference 492

PROPERTY LOT 23 DP803884
28 HILLDALE DRIVE
BOLWARRA HEIGHTS

PARISH Middlehope

PROPERTY NO 17582

IMPORTANT: Please read this certificate carefully.

This certificate contains important information about the land described above.

Please check for any item, which could be inconsistent with the proposed use or development of the land. If there is anything you do not understand, please contact the Council by phone on (02) 49349700, or personally at Council's office at 285-287 High Street Maitland.

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

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

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

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

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



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

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

2. Exhibited draft Local Environmental Plans

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

3. Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

4. Development Control Plans prepared by the Director-General

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

5. State Environmental Planning Policies

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

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

State Environmental Planning Policy No. 21 - Caravan Parks

State Environmental Planning Policy No. 30 - Intensive Agriculture

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

State Environmental Planning Policy No. 36 - Manufactured Home Estates

State Environmental Planning Policy No. 44 - Koala Habitat Protection

State Environmental Planning Policy No. 50 - Canal Estate Development

State Environmental Planning Policy No. 55 - Remediation Of Land

State Environmental Planning Policy No. 64 - Advertising And Signage

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

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

State Environmental Planning Policy - Major Development 2005

State Environmental Planning Policy - State And Regional Development 2011

State Environmental Planning Policy - Affordable Rental Housing 2009

State Environmental Planning Policy - Building Sustainability Index: Basix 2004

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

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

State Environmental Planning Policy - Infrastructure 2007

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

State Environmental Planning Policy - Rural Lands 2008

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

State Environmental Planning Policy - (Miscellaneous Consent Provisions) 2007

State Environmental Planning Policy - Vegetation In Non Rural Areas 2017

6. Draft State Environmental Planning Policies

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

Draft State Environmental Planning Policy - Advertising And Signage

The draft policy will amend the existing SEPP64 to:

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

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

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

Draft State Environmental Planning Policy - Koala Habitat Protection

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

7. Zoning and land use under relevant LEPs

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

R5 Large Lot Residential

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

R5 Large Lot Residential

1) Objectives of zone

- To provide residential housing in a rural setting while preserving, and minimising impacts on, environmentally sensitive locations and scenic quality.
- To ensure that large residential lots do not hinder the proper and orderly development of urban areas in the future.
- To ensure that development in the area does not unreasonably increase the demand for public services or public facilities.

- To minimise conflict between land uses within this zone and land uses within adjoining zones.

2) Permitted without consent

Home occupations

3) Permitted with consent

Bed and breakfast accommodation; Building identification signs; Business identification signs; Dual occupancies; Dwelling houses; Home-based child care; Home industries; Neighbourhood shops; Roads; Any other development not specified in item 2 or 4

4) Prohibited

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

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

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

9. Critical Habitat

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

9A. Biodiversity Certified Land

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

10. Conservation Area/Item of Environmental Heritage

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

11. Directions Under Part 3A

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

12. Coastal Protection

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

13. Mine Subsidence Compensation Act 1961

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

14. Road widening or realignment

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

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

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

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

16. Bushfire Prone Land

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

17. Flood Related Development Controls

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

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

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

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

18. Land reserved for acquisition

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

19. Contribution Plans

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

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

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

20. Property Vegetation Plans

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

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

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

22. Conditions Affecting Seniors Housing

1) Site Compatibility Certificate

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

2) Conditions of Development Consent since 11 October 2007

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

23. Site Compatibility Certificates for Infrastructure

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

24. Complying Development

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

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

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

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

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

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

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

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

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

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

25. Contaminated Land

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

26. Site compatibility certificates and conditions for affordable rental housing

- (1) Site Compatibility Certificate

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

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

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


28. Biodiversity Stewardship Sites

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

29. Native Vegetation clearing set asides

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

David Evans - General Manager

Per: 

End of Certificate



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657



APPLICATION NUMBER: 8428748083

APPLICANT REF: M 492

APPLICANT NAME: InfoTrack

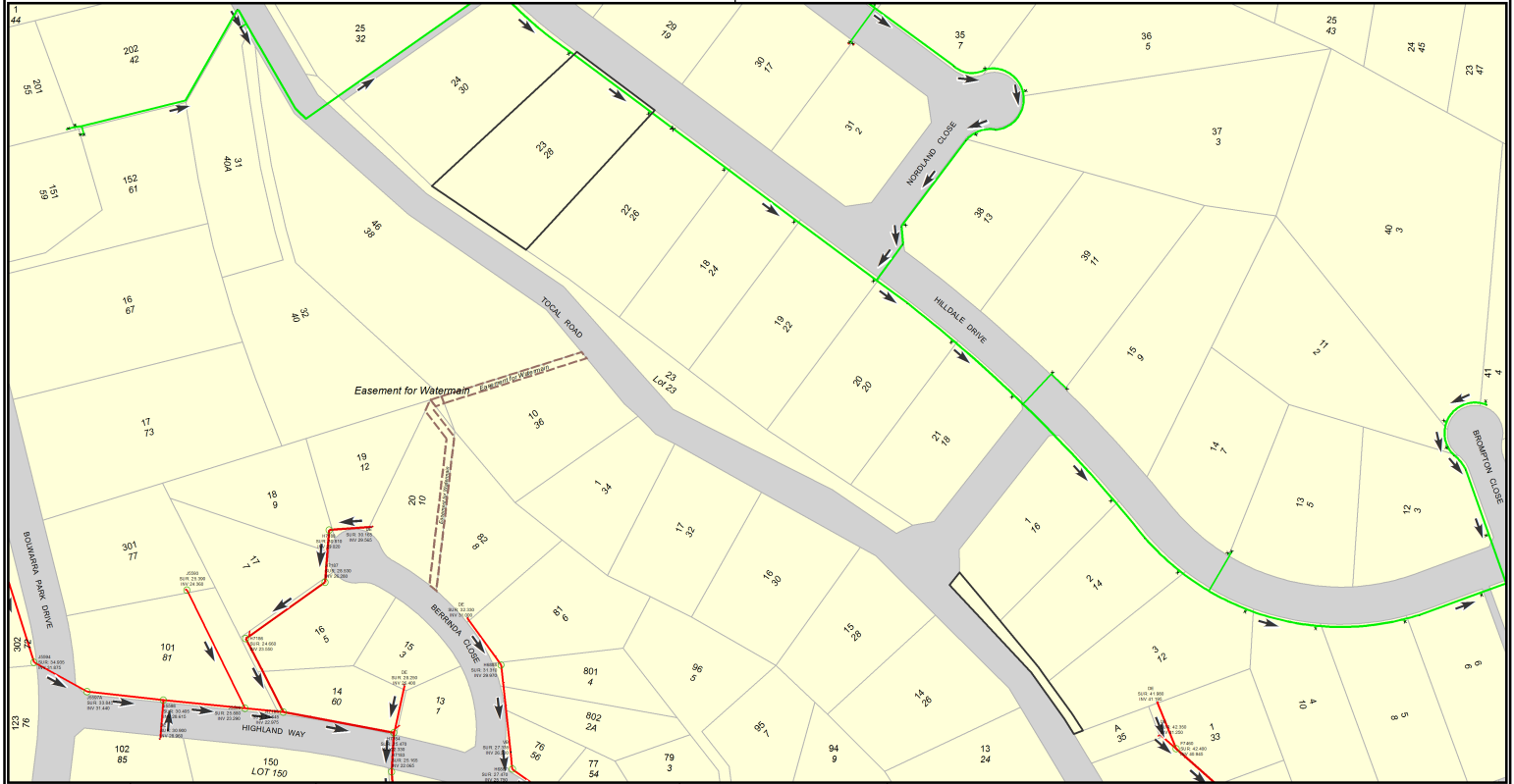
N/A

RATEABLE PREMISE NO.: 2533610356

N/A

PROPERTY ADDRESS: 28 HILDALE DR BOLWARRA HEIGHTS 2320

LOT/SECTION/DP: SP



<p>Date: 2/02/2018</p>	<p>CADASTRAL DATA © LPI OF NSW CONTOUR DATA © AAM/hatch © Department of Planning</p>	<p>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.</p>	<p>SEWER POSITION APPROXIMATE ONLY. SUBJECT PROPERTY BOLDED. ALL MEASUREMENTS ARE METRIC.</p>	<p>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.</p>
<p>Scale: at A3 1:2,000</p>	<p>SEWER WATER/RECYCLED WATER UTILITY DATA © HUNTER WATER CORPORATION</p>			