

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	First National Real Estate David Haggarty 454 High Street, Maitland, NSW 2320	Phone: 0249 335 544 Fax: 4933 1706
co-agent		
vendor		
vendor's solicitor	Greenhills Conveyancing PO BOX 2097 GREENHILLS NSW 2323	Phone: 02 4933 3748 Fax: 02 4933 9747 Ref: CS:DC:10089 CS/LY chris@greenhillsconveyancing.com.au
date for completion land (address, plan details and title reference)	42nd day after the contract date 13 Correa Cl, Aberglasslyn, New South Wales 2320 Registered Plan: Lot 41 Plan DP 827125 Folio Identifier 41/827125	(clause 15)
improvements	<input checked="" 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: Pergola	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: Garden shed, ceiling fans (6), Automatic garage doors & remotes (2), Air conditioners (3) & remotes (2)
exclusions	Trampoline, Swing set
purchaser	
purchaser's solicitor	Phone:
price	\$
deposit	\$
balance	\$
	(10% of the price, unless otherwise stated)
contract date	(if not stated, the date this contract was made)

buyer's agent

vendor

GST AMOUNT (optional)

The price includes
GST of: \$

witness

purchaser

JOINT TENANTS tenants in common in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) NO yes**Nominated Electronic Lodgment Network (ELN)** (clause 30):

PEXA

Electronic transaction (clause 30) no YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)**

Land tax is adjustable

 NO yes

GST: Taxable supply

 NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

 NO yes

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

 not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b)) by a vendor who is neither registered nor required to be registered for GST (section 9-5(d)) GST-free because the sale is the supply of a going concern under section 38-325 GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-0 input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make a **GSTRW payment**
(GST residential withholding payment) NO yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within 14 days* of the contract date.**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of **GSTRW payment**:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate):Amount must be paid: AT COMPLETION at another time (specify):Is any of the consideration not expressed as an amount in money? NO yes

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

- 13.8.1 this sale is not a taxable supply in full; or
 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
 • the person who owned the land owned no other land;
 • the land was not subject to a special trust or owned by a non-concessional company; and
 • if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
 14.6.1 the amount is to be treated as if it were paid; and
 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
 The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
 • **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
 16.4 The legal title to the *property* does not pass before completion.

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

ADDITIONAL CONDITIONS FORMING PART OF CONTRACT FOR THE SALE OF LAND**Vendor: Craig Stephen Marshall & Amanda Lee Marshall****Property: 13 Correa CI Aberglasslyn , , New South Wales 2320**

1. a) Notwithstanding any rule of law or equity to the contrary, it is expressly agreed between the parties that any notice to complete given by one party to the other under this contract shall be sufficient as to time if a period of 14 days from the date of service of the Notice is allowed for completion.
 - b) If the Vendor becomes entitled to give a Notice to Complete then the Vendor will be entitled to recover from the Purchaser in addition to any other rights and claims as liquidated damages payable as an adjustment on completion the sum of \$150.00 plus GST as conveyancing costs and the parties agree that this sum is a genuine pre-estimate of the conveyancing costs incurred by the Vendor.
2. The Purchaser acknowledges that they accept the property in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 as to which the Purchaser shall not make any requisition, objection or claim for compensation nor be entitled to rescind or terminate this Agreement.
3. The inclusions, furnishings and chattels ("inclusions") listed in this contract are included in the purchase and the purchase price. The Purchaser:
 - a) Acknowledges that none of the inclusions are new; and
 - b) Acknowledges that the vendor has not made and does not make any representation or warranty as to the state of repair or condition of the inclusions; and
 - c) Shall accept the inclusions on the date on which the Purchaser is entitled to possession of the property in the state of repair and condition that the inclusions are now in, subject to reasonable wear and tear between the date of this Contract and the date upon which the Purchaser becomes entitled to possession of the property under this contract.
 - d) Title to the inclusion shall pass on completion of this contract and the Vendor shall not be required to give formal delivery of the inclusions to the purchaser. The vendor shall not be responsible for any mechanical breakdown in respect of any of the inclusions or all of them.
4. Subject to Clause 10 hereof, Section 52A(2)(b) of the Conveyancing Act 1919 and to the Regulations thereunder and to the Conveyancing (Sale of Land) Regulation 1995 the purchaser agrees that:
 - a) the purchaser buys the property relying on the purchaser's own knowledge, inspection and enquiries and does not rely on any alleged warranties or representations made by or on behalf of the vendor;
 - b) any warranties by or on behalf of the vendor, express or implied, as to any purpose for which the property or as to any purchase for which any building which is or may be erected on the property can be used are hereby expressly negated; and
 - c) no objection or requisition or claim for compensation shall be made by the purchaser in respect of, nor shall the purchaser be entitled to rescind this contract by reason of any of the following matters:
 - i. the presence of any sewer, manhole or vent on the property;
 - ii. any rainwater downpipe being connected to the sewer;
 - iii. any latent or patent defect in the property.
5. Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, should either party (and if more than one person comprises that first party then any one of them) prior to completion:
 - a) die or become mentally ill (as defined in the Mental Health Act) or be declared bankrupt (or if a company go into liquidation, then either party may rescind this Contract by notice in writing to the other party's Solicitor or the other party if they are not represented by a solicitor and thereupon this Contract shall be at an end and the provisions of clause 19 shall apply; or
 - b) being a company have a petition for its winding up presented or enter into any scheme of arrangement with its creditors or have a liquidator receiver or official manager of it appointed, then the party shall be in default under this Contract.

6. If the purchaser shall not complete this purchase by the agreed completion date, at a time when the vendor is ready, willing and able to complete on or after that completion date, then the purchaser shall pay to the Vendor on completion in addition to the balance of purchase money, an amount calculated at eight percent (8%) per annum interest on the balance of purchase money, computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which the sale shall be completed. It is further agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings. The vendor shall not be obliged to complete this Contract unless the amount payable under this clause is tendered.
7. The Purchaser warrants that they have not been introduced to the Vendor or the property by any Agent other than the Agent, if any, noted on the front page of the Contract. The Purchaser shall indemnify the vendor in respect of any suit, action, claim or demand made or brought by any commission agent claiming commission arising from any such introduction in breach of this warranty. The clause shall not merge on completion.
8. If the vendor on making this contract agrees to accept a deposit of less than 10% of the purchase price, then notwithstanding any other provision in this Contract, the deposit referred to on the front page will remain at ten per cent (10%) of the purchase price and shall be paid by instalments as follows:-
 - a) five per cent (5%) of the purchase price on the making of this Contract in accordance with clauses 2.1 and 2.2 of this Contract;
 - b) five per cent (5%) of the purchase price by bank cheque to the vendor or as the vendor's solicitor shall direct in writing, upon the earlier of:
 - i. the happening of any event which entitles the vendor to forfeit the deposit paid and claim further relief under clause 9. If that occurs the vendor shall, in addition, be entitled to sue the purchaser for this unpaid instalment and recover it as a liquidated debt;
 - ii. the completion date

The purchaser acknowledges that the vendor has agreed to accept the deposit by Instalments at the purchaser's request in earnest of the bargain, this Contract and its performance by the purchaser. The purchaser acknowledges it is an essential term of this contract that the vendor be entitled to recover from the purchaser the full ten per cent (10%) deposit should the purchaser's default under this contract be such as to entitle the vendor to forfeit all of the deposit paid or payable by the purchaser.

9. If a survey report of the property is annexed to this Contract, the purchaser acknowledges having inspected the survey and agrees that no objection, requisition or claim for compensation shall be made on any matter referred to in the survey. The Vendor makes no warranty as to the accuracy or correctness of the survey report.
10. Deposit Guarantee Bond
 - a) The parties agree that in the event the vendor agrees to accept a deposit bond, it may be accepted provided the deposit bond:
 - i. is underwritten by QBE Insurance (Australia) Ltd;
 - ii. is for an amount equal to the 10% Deposit or the balance of the 10% Deposit in accordance with the Contract;
 - iii. must be valid for the period of the Contract;
 - iv. contains the name of the Vendor to whom the guaranteed amount is to be paid on demand;
 - v. contains the name of the Purchaser and makes reference to the Contract and the sale of the property.
 - b) the Guarantee will be dealt with as if it were a cash deposit under this Contract, and the Vendor is entitled to immediately draw upon the Guarantee in any circumstances where the Vendor is entitled to the deposit; and
 - c) at settlement the purchaser must pay to the vendor in addition to all other moneys payable under this contract, the full purchase price (less any deposit held by the agent) and the Vendor will return the original Guarantee to the Purchaser.

11. If the Title of the land is Limited title then;
- a) Clause 25.1.1 is to be amended by deleting the words "limited".
 - b) the Vendor is under no obligation to serve an Abstract of Title with respect to Limited title.
 - c) the Vendor acknowledges the Purchaser is buying the property based upon the existing occupation. In the event that there is any discrepancy between the existing occupation and the land as depicted in the Deposited Plan annexed to the Contract then the Purchaser shall at their own sole cost and expense cause to be registered with the New South Wales Department of Lands a plan of delimitation.
12. Notwithstanding the provisions of Clauses 6 and 7 of the printed form of Contract, the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of Clauses 7 and 8 of the printed form of Contract, entitling the Vendor to rescind the Contract.
13. a) The vendor and the purchaser may agree to adjust the water usage charges on the basis of any estimate of water usage charges calculated in accordance with the average daily consumption for the last meter reading period as advised by the relevant water authority and such adjustment shall be final and conclusive and no further adjustment of water usage charges shall take place after completion.
14. If the property is within a Mine Subsidence District then, purchaser may rescind the 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 Mines Subsidence Board in respect of any damage to the land and/or improvements arising from mine subsidence, and written communication from the Mines Subsidence Board to that effect shall be conclusive for the purposes of this Provision.
15. a) This Contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument.
- b) Execution by either or both of the parties to the Contract of a facsimile or email copy of this Contract and transmission by facsimile or email of a copy of the Contract executed by that party or that party's conveyancer/solicitor to the other party or the other party's conveyancer/solicitor shall constitute a valid and binding execution of this Contract by such part or parties.
 - c) For the purposes of the Electronic Transactions Act, 1999 (Cth) and Electronic Transactions Act, 2000 (NSW) each of the parties consent to receiving and sending the Contract electronically.
16. If completion does not take place at the first or any subsequent scheduled date due to the default of the purchaser or any mortgagee for the purchaser, then as an essential condition of this contract, the purchaser shall pay all fees including agency fees and re-certification fees, incurred by the vendor or any mortgagee of the vendor, in relation to any rearrangement of completion.
17. If applicable, the purchaser acknowledges that if there are solar panels installed on the roof of the dwelling constructed on the property being sold, then the parties agree as follows;
- a) Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchaser;
 - b) The purchaser agrees that they will negotiated with the current energy supplier or an energy supplier of their choice with respect to feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and
 - c) The vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.
18. The vendor discloses that Hunter Water Corporation will not provide a Sewer Lines Location Diagram for the subject property and the purchaser cannot make any objection, requisition, claim for compensation, rescind or terminate this contract in respect to such disclosure.
19. The purchaser agrees that they will only be entitled to raise Requisitions on Title in the form annexed to this contract. the vendor will supply answers only based on those Requisitions on Title attached hereto.

20. Execution by DocuSign

- a) In this Clause, DocuSign means the secure electronic signature technology system operated by DocuSign Inc.
- b) The parties acknowledge and agree that prior to the signing of this Contract both the Seller and the Buyer consented to the Contract being electronically signed using DocuSign;
- c) This Contract may be validly created by counterparts electronically signed by each party using DocuSign, or one contract signed by a party using DocuSign and the other contract wet signed by a party and they shall together, be deemed to constitute one and the same instrument;
- d) It is agreed that the delivery of a counterpart of the Contract bearing an electronic signature rather than a 'wet' signature shall be deemed to bind the party whose signature is so represented;
- e) For the avoidance of doubt, no witnessing of a party's signature is required;
- f) The parties agree to be bound by copies of this Contract which has been electronically signed using DocuSign in accordance with this Special Condition;
- g) The parties agree that they will be bound by, have complied with and will comply with the Electronic Transactions (NSW) Act 2000, in relation to the execution of this Contract.

21. **Covid 19 Virus Outbreak – Completion date**

- a) This Clause applies whilst ever the Federal, NSW State or Local Government area in which the property is situated, is managing the Covid 19 outbreak as a Health Emergency or a State Emergency:
 - i) In the event any party to the Contract is required to undertake self-isolation or quarantine such party will notify the other party immediately AND in the event that completion cannot take place by the due date for completion, due to self-isolation or quarantine, then the completion date is extended by 21 days.
 - ii) In the event any party is admitted to hospital as a consequence of Covid-19 Coronavirus, such party will notify the other party as soon as possible AND in the event that completion cannot take place by the due date, due to such hospitalization, then the completion date is extended by 21 days from the date of the party's discharge from hospital.
- b) Where completion of the Contract has been extended in accordance with this clause, no amount pursuant to Special Condition 6 shall be payable during the period referred to in Clause 21 a) i & ii.
- c) The parties agree that a Notice to complete shall not be issued during the period referred to in Clause 21 a) i & ii.
- d) It is an essential term of this Contract that if the vendor is seeking the benefit of this clause, they shall thoroughly disinfect the property prior to completion. For the purpose of clarity, thoroughly disinfect includes, but is not limited to, professionally cleaning the carpets, cleaning the air conditioning filters and using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and hard floor surfaces.

REQUISITIONS ON TITLE

Re: Marshall Proposed Sale
Property: 13 Correa Cl Aberglasslyn , NSW 2320

TO: Greenhills Conveyancing

FROM:

Possession & Tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?
(b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
(c) Please specify any existing breaches.
(d) All rent should be paid up to or beyond the date of completion.
(e) Please provide details of any bond together with the Rental Bond Board's reference number.
(f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*).
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
(a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
(b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
8. When and where may the title documents be inspected?
9. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

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

Survey & Building

14. 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.
15. 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.
 16. (a) Have the provisions of the *Local Government Act*, the *Planning and Assessment Act 1979* and their regulations been complied with?
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed;
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
 17. 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?
 18. 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?
 19. (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

20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract.
21. 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?
22. 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?
23. (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?
24. 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

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

Requisitions & Transfer

26. 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.
27. 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.
28. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
29. The purchaser reserves the right to make further requisitions prior to completion.
30. 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.

Septic sewerage disposal

31. Is there a separate sewerage disposal system on the property? If so, please supply evidence of registration of it with the local Council (required as of 30 June, 1999). If there is no septic disposal system and there is a house on the property, please supply details of the effluent disposal system used and evidence of registration with the local Council.



FOLIO: 41/827125

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
10/5/2022	2:44 PM	8	19/1/2022

LAND

LOT 41 IN DEPOSITED PLAN 827125
AT RUTHERFORD
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF GOSFORTH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP827125

FIRST SCHEDULE

CRAIG STEPHEN MARSHALL
AMANDA LEE ROBSON
AS JOINT TENANTS (T AM890294)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A475081 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- 3 DP827125 RESTRICTION(S) ON THE USE OF LAND
- 4 AR813421 MORTGAGE TO SUNCORP-METWAY LIMITED

NOTATIONS

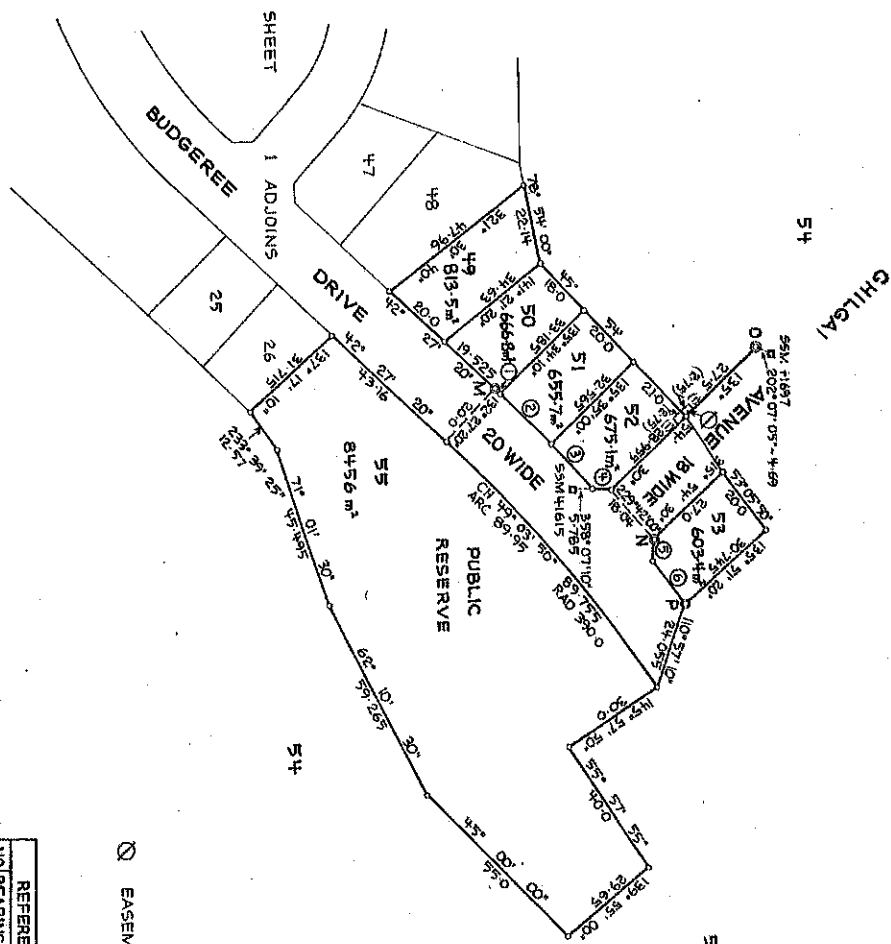
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

10089 Marshall

PRINTED ON 10/5/2022

16	20	24	28	32	36	40	44	48	52	56	60	64	68	72	76	80	84	88	92	96	100	104	108	112	116	120	124	128	132	136	140	144	148	152	156	160	164	168	172	176	180	Table of mm	220	230	240	250	260	270	280	290	300	310	320	330	340	350	360	370	380	390	400
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⊙ EASEMENT FOR ELECTRICITY SUBSTATION

NO	BEARING	DISTANCE	FROM
M	31°27' 20"	4.34	DH-WA IN KERS
N	49°42' 00"	4.36	DH-WA IN KERS
O	22°57' 00"	4.275	DH-WA IN KERS
P	315° 58' 00"	4.465	DH-WA IN KERS

LINE	BEARING	DISTANCE	RADIUS	ARC
1	222° 35' 50"	2.0	410.0	2.0
2	323° 08' 00"	20.0	410.0	20.0
3	323° 42' 00"	16.82	410.0	16.82
4	2° 02' 00"	5.915		
5	43° 34' 30"	5.915		
6	232° 38' 20"	16.0	410.0	16.0

RI MATANEA UNDER MOUNTAIN NO. ERS66317 ELECTRIC
 BRANCHES SPAR PARTIAL HARBOUR CABLES TO THE
 BUSHY PAIN 24 SUBSTATION

Handwritten signatures and notes:
 Mr. Charles Little
 M. J. ...
 M. J. ...
 M. J. ...

Reduction Ratio: 1:1000
 SUPERVISOR'S REFERENCE: 9/1038

For use where space is insufficient in any detail on Plan Form 2

Surveyor/Registrar under Statutory Act 1992

This is sheet 2 of the plan of 3
 filed and approved by my Certificate No. 133/19/2004
 of 30-11-1992

Registered: DP 827125
 7-12-1992

Plan 2 sheet 2 of 3 part 3 3 sheets

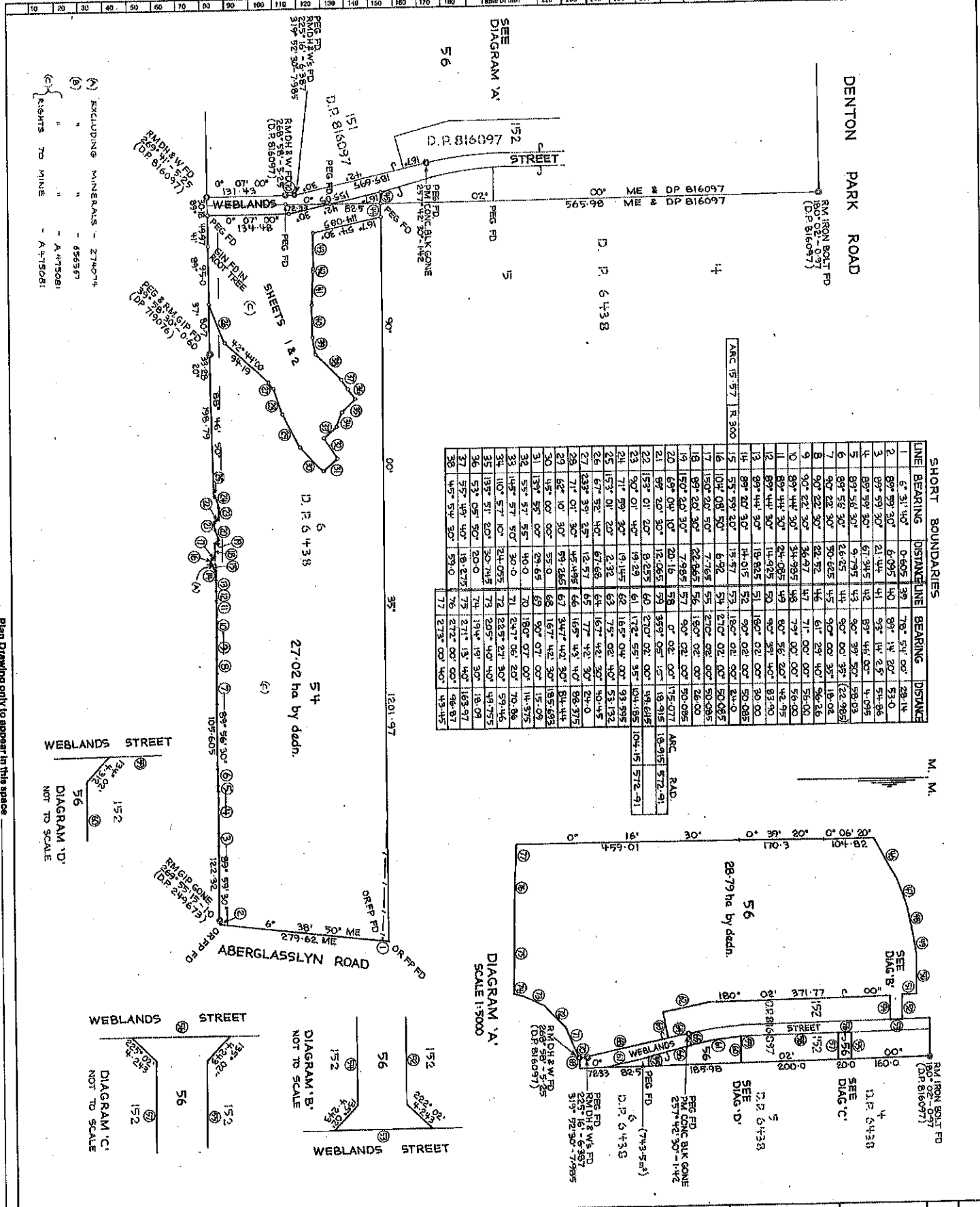
Handwritten signature:

CHIEF CLERK

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY



SHORT BOUNDARIES

LINE	BEARING	DISTANCE	BEARING	DISTANCE	
1	6° 31' 40"	0.605	90°	78° 51' 00"	28.14
2	89° 59' 30"	6.095	40°	97° 14' 20"	53.0
3	89° 59' 30"	21.44	41°	93° 14' 25"	54.36
4	89° 59' 30"	67.345	42°	89° 44' 00"	4.095
5	89° 56' 30"	9.795	43°	90° 39' 50"	58.03
6	89° 56' 30"	28.25	44°	90° 00' 35"	122.985
7	90° 22' 30"	50.625	45°	90° 00' 35"	18.02
8	90° 22' 30"	28.25	46°	61° 23' 40"	56.316
9	90° 22' 30"	36.97	47°	71° 00' 00"	56.00
10	89° 44' 30"	54.925	48°	79° 00' 00"	56.00
11	89° 44' 30"	24.025	49°	80° 56' 20"	42.75
12	89° 44' 30"	14.025	50°	80° 56' 20"	83.90
13	89° 44' 30"	18.825	51°	180° 02' 00"	30.00
14	89° 20' 30"	14.015	52°	90° 02' 00"	50.085
15	55° 59' 20"	15.57	53°	120° 02' 00"	24.0
16	104° 08' 50"	6.92	54°	210° 02' 00"	50.085
17	150° 20' 50"	7.765	55°	270° 02' 00"	50.085
18	89° 20' 30"	22.565	56°	180° 02' 00"	26.00
19	150° 20' 30"	7.985	57°	90° 02' 00"	50.085
20	69° 04' 10"	20.16	58°	0° 02' 00"	15.077
21	89° 20' 30"	12.065	59°	359° 05' 15"	18.915
22	153° 01' 20"	8.225	60°	210° 02' 00"	104.15
23	90° 01' 40"	19.425	61°	172° 55' 35"	104.185
24	71° 59' 30"	19.145	62°	185° 04' 00"	93.995
25	153° 01' 20"	2.32	63°	75° 02' 40"	53.192
26	67° 52' 40"	67.68	64°	167° 42' 30"	40.445
27	233° 39' 25"	12.57	65°	77° 42' 30"	24.0
28	71° 01' 30"	45.485	66°	165° 49' 40"	88.315
29	68° 10' 30"	99.265	67°	347° 42' 30"	84.44
30	45° 00' 00"	55.0	68°	167° 42' 30"	185.693
31	133° 59' 00"	29.65	69°	90° 07' 00"	15.09
32	55° 51' 55"	40.0	70°	180° 07' 00"	14.375
33	145° 51' 50"	30.0	71°	241° 06' 20"	70.86
34	110° 57' 10"	24.025	72°	225° 21' 30"	57.445
35	135° 51' 20"	30.745	73°	205° 40' 40"	49.755
36	53° 05' 50"	20.0	74°	194° 19' 30"	18.09
37	55° 49' 40"	18.275	75°	211° 13' 40"	183.97
38	45° 54' 30"	59.0	76°	273° 00' 00"	49.87
39			77°	273° 00' 40"	49.445

- (A) EXCLUDING MINERALS - 274074
- (B) " " " " - 65657
- (C) " " " " - A475081
- (D) RIGHTS TO MINE - A475081

Plan Drawing only to appear in this space

DP 827125

Registered: 2007-12-1992

This is sheet 3 of my plan n 3 sheets

Surveyor Registered under Surveyors Act 1992

This is sheet 3 of the plan of 3 sheets covered by my Certificate No. 13915/90044 of 30-11-1992

[Signature]
 Council Clerk

For use where space is insufficient in my plan on Plan Form 2

Reduction Ratio 1:4000

Surveyor's Reference 91/038

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**

Lengths are in metres

Sheet One of Ten Sheets

PART 1

PLAN **DP827125**

Subdivision covered by Council
Clerk's Certificate No: 90044
of 30/11/92 of Lot 6 DP 6483,
Lot 107 DP 248739, Lot 1033
DP 590702 and Lot 151 in DP
816097

FULL NAME AND ADDRESS
OF PROPRIETOR OF LAND

WEBLANDS ESTATE PTY
LIMITED (ACN 000 755 493) a
Company having it's registered
office at 133 King St,
Newcastle 2300

FULL NAME AND ADDRESS OF
MORTGAGEE OF THE LAND

Westpac Banking
Corporation Colonial Centre,
High Street, Maitland

1. **IDENTITY OF EASEMENT
FIRSTLY REFERRED TO IN
THE ABOVEMENTIONED PLAN**

Easement to Drain Water
2.5 wide

Schedule of Lots Affected

Lots Burdened

2
3
4
5
6
7
8
9

Lots Benefited

1
1 & 2
1, 2 & 3
1, 2, 3, & 4
1, 2, 3, 4, & 5
1, 2, 3, 4, 5 & 6
1, 2, 3, 4, 5, 6, 7 & 8
9, 10, 11 & 12

S. Marshall

REGISTERED  7-12-1992

[Signature]

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

Lengths are in metres

Sheet Two of Ten Sheets

D.P 027125

10	11 & 12
11	12
14	13
15	13 & 14
16	13, 14 & 15
17	13, 14, 15 & 16
18	13, 14, 15, 16 & 17
19	13, 14, 15, 16, 17 & 18
20	13, 14, 15, 16, 17, 18 & 19
54	13, 14, 15, 16, 17, 18, 19, 20

**2. IDENTITY OF RESTRICTION
SECONDLY REFERRED TO IN
ABOVEMENTIONED PLAN**

Restriction as to User

Schedule of Lots Affected

Lots Burdened

Lots, name of road or Authority
Benefited

20, 21, 22, 23, 24, 25 & 26

The Council of the City of
Maitland

**3. IDENTITY OF EASEMENT
OR RESTRICTION THIRDLY
REFERRED TO IN ABOVEMENTIONED
PLAN**

Restrictions as to User

Schedule of Lots Affected

Lots Burdened

Lots, name of road or Authority
Benefited

Each Lot excepting Lot 33

Every other Lot

S. Marshall

REGISTERED



7-12-92

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

Lengths are in metres

Sheet Three of Ten Sheets

DP 827125

4. **IDENTITY OF EASEMENT
OR RESTRICTION FOURTHLY
REFERRED TO IN ABOVEMENTIONED
PLAN**

Restrictions as to User

Schedule of Lots Affected

Lots Burdened

Lots Benefited

33

Every other Lot

5. **IDENTITY OF EASEMENT
OR RESTRICTION FIFTHLY
REFERRED TO IN ABOVEMENTIONED
PLAN**

Easement for Electricity
Substation

Schedule of Lots Affected

Lots Burdened

Lots Benefited

52, 54

Shortland Electricity

PART 2

2. Terms of Easement or Restrictions as to User of land Secondly referred to in the abovementioned Plan

- (a) No dwelling shall be erected constructed or permitted to remain erected on any Lot burdened with a floor level lower than 500mm above the 1:100 year storm level without the approval in writing of the Council of the City of Maitland.

S. Medicine

REGISTERED  7-12-92

[Signature]

**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 827125

Lengths are in metres

Sheet Four of Ten Sheets

3. Terms of Restriction as to User Thirdly 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 brick veneer and/or stone and/or concrete and/or glass and/or timber and/or compressed fibre cement board provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 60% 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 30% of the total area of the external walls. Compressed Fibre Cement Board shall not be used in external walls except in gable ends and in the case of a two storey building in the walls of the upper storey where the proportion shall not exceed 50% of the total area of the external walls. PROVIDED all materials shall be new materials.
- (b) No main building shall be erected or be permitted to remain erected on each Lot burdened, having a total floor area of less than 112 square metres exclusive of car accommodation, external landings and patios.
- (c) No more than one main building shall be erected on each Lot burdened and such building shall not be used or permitted to be used other than as a private dwelling.
- (d) No building shall be erected or permitted to remain erected on any Lot burdened having a roof of other than tiles (either terracotta or cement) or colourbonded (not painted) metal sheeting with a low reflective index PROVIDED FURTHER that a building may have a roof of low reflective index aluminium, or steel decking where:
- (i) the pitch of such roof is not greater than five degrees (5) to the horizontal; and
- (ii) such roofing shall not be less than thirty percentum (30%) of the total roofing area.
- (e) Corrugated galvanised iron shall not be used as a roof or wall material.
- (f) No carport shall be erected or permitted to remain erected on any Lot

S. Mackinnon

REGISTERED



7-12-92

**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. 827125

Lengths are in metres

Sheet Five of Ten Sheets

burdened unless such carport is constructed as part of the main building or constructed so that such carport is screened from any street to which such lot has a frontage.

- (g) No earth, stone, gravel or tree shall be removed or excavated from any Lot burdened except where such removal or excavation is necessary for the erection of a building. No Lot shall be permitted to be, appear or remain in an excavated or quarried state unless same has been fully landscaped.
- (h) No structure of a temporary character, basement, tent, shack, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any Lot burdened.
- (i) 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.
- (j) 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 2.5 tonne shall be parked or permitted to remain on any Lot burdened.
- (k) No obnoxious noise or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any Lot burdened.
- (l) No privy shall be erected or permitted to remain on any Lot burdened in a conspicuous place or position and no privy shall be located so as to be visible from a road or from other lots in the subdivision without being screened.
- (m) No run off water from any building, impervious surface or other material or structure laid or constructed on any Lot burdened shall be permitted to run outside the boundaries of that Lot except onto a public street or into or through the inter-allotment drainage system within the easement for drainage shown on the Plan of Subdivision creating the said Lot.

S. Medicine

[Signature]



**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. 827125

Lengths are in metres

Sheet Six of Ten Sheets

- (n) No fuel storage tanks (except for oil-heating purposes) shall be placed upon or permitted to remain on any Lot burdened.
- (o) No fence shall be erected on any Lot burdened to divide from any adjoining land owned by Weblands Estate Pty Limited without the consent of Weblands Estate Pty Limited but such consent shall not be withheld if such fence is erected without expense to Weblands Estate Pty Limited.
- (p) No fence shall, without the prior written consent of Weblands Estate Pty Limited be erected or permitted to remain on any Lot burdened closer to any street than the house building line PROVIDED THAT in the event of the lot having a frontage to more than one street, than a fence may be erected along one only of the street boundaries but no closer to the other street boundary than the house building line. Any such fence so erected shall be constructed of brick of the same style, texture and colour as is used in the construction of the dwelling erected on each such lot and shall be of a maximum of 1.70 metres above the footpath level as fixed by the Maitland City Council.
- (q) No paling fence shall be erected or permitted to remain on any Lot burdened, provided that:
- (i) a lapped and capped timber fence shall not for the purpose of this clause, be deemed to be a paling fence; and
- (ii) subject to (i) determination by Weblands Estate Pty Limited as to what constitutes a paling fence for the purpose of this clause and as to whether a particular fence or type of fence constructed or proposed to be constructed constitutes a paling fence shall be final and binding.
- (r) No advertising matter or hoarding sign of any description, excepting signs advertising the sale of the Lot, shall be erected or displayed on each lot burdened without the prior written consent of Weblands Estate Pty Limited and Weblands Estate Pty Limited shall have the right to remove any such advertising hoarding sign or matter without notice.

B. McNamee

REGISTERED



7-12-92

**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. 827125.

Lengths are in metres

Sheet Seven of Ten Sheets

4. Terms of Restriction as to User 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 brick veneer and/or stone and/or concrete and/or glass and/or timber and/or compressed fibre cement board provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 60% 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 30% of the total area of the external walls. Compressed Fibre Cement Board shall not be used in external walls except in gable ends and in the case of a two storey building in the walls of the upper storey where the proportion shall not exceed 50% of the total area of the external walls. PROVIDED all materials shall be new materials.
- (b) No main building shall be erected or be permitted to remain erected on each Lot burdened, having a total floor area of less than 112 square metres exclusive of car accommodation, external landings and patios.
- (c) Not more than one main residential dwelling shall be erected on any lot PROVIDED that multiple occupancy of a residential dwelling on any lot may be permitted provided:
- (i) Each building shall have a total internal floor area of not less than sixty (60) square metres exclusive of car accommodations, external landings and patios, in respect of each separate dwelling;
- (ii) Each building shall comply with all other covenants hereto.
- (d) No building shall be erected or permitted to remain erected on any Lot burdened having a roof of other than tiles (either terracotta or cement) or colourbonded (not painted) metal sheeting with a low reflective index PROVIDED FURTHER that a building may have a roof of low reflective index aluminium, or steel decking where:
- (i) the pitch of such roof is not greater than five degrees (5) to the horizontal; and

B. Marshall

REGISTERED  7-12-92

[Signature]

**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 827125

Lengths are in metres

Sheet Eight of Ten Sheets

- (ii) such roofing shall not be less than thirty per centum (30%) of the total roofing area.
- (e) Corrugated galvanised iron shall not be used as a roof or wall material.
- (f) No carport shall be erected or permitted to remain erected on any Lot burdened unless such carport is constructed as part of the main building or constructed so that such carport is screened from any street to which such lot has a frontage.
- (g) No earth, stone, gravel or tree shall be removed or excavated from any Lot burdened except where such removal or excavation is necessary for the erection of a building. No Lot shall be permitted to be, appear or remain in an excavated or quarried state unless same has been fully landscaped.
- (h) No structure of a temporary character, basement, tent, shack, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any Lot burdened.
- (i) 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.
- (j) 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 2.5 tonne shall be parked or permitted to remain on any Lot burdened.
- (k) No obnoxious noise or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any Lot burdened.
- (l) No privy shall be erected or permitted to remain on any Lot burdened in a conspicuous place or position and no privy shall be located so as to be visible from a road or from other lots in the subdivision without being screened.
- (m) No run off water from any building, impervious surface or other material

REGISTERED



A 7-12-92

B. Merivine

[Signature]

D.P 0827125.

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

Lengths are in metres

Sheet Nine of Ten Sheets

or structure laid or constructed on any Lot burdened shall be permitted to run outside the boundaries of that Lot except onto a public street or into or through the inter-allotment drainage system within the easement for drainage shown on the Plan of Subdivision creating the said Lot.

- (n) No fuel storage tanks (except for oil-heating purposes) shall be placed upon or permitted to remain on any Lot burdened.
- (o) No fence shall be erected on any Lot burdened to divide from any adjoining land owned by Weblands Estate Pty Limited without the consent of Weblands Estate Pty Limited but such consent shall not be withheld if such fence is erected without expense to Weblands Estate Pty Limited.
- (p) No fence shall, without the prior written consent of Weblands Estate Pty Limited be erected or permitted to remain on any Lot burdened closer to any street than the house building line PROVIDED THAT in the event of the lot having a frontage to more than one street, than a fence may be erected along one only of the street boundaries but no closer to the other street boundary than the house building line. Any such fence so erected shall be constructed of brick of the same style, texture and colour as is used in the construction of the dwelling erected on each such lot and shall be of a maximum of 1.70 metres above the footpath level as fixed by the Maitland City Council.
- (q) No paling fence shall be erected or permitted to remain on any Lot burdened, provided that:
 - (i) a lapped and capped timber fence shall not for the purpose of this clause, be deemed to be a paling fence; and
 - (ii) subject to (i) determination by Weblands Estate Pty Limited as to what constitutes a paling fence for the purpose of this clause and as to whether a particular fence or type of fence constructed or proposed to be constructed constitutes a paling fence shall be final and binding.
- (r) No advertisement hoarding sign or matter of any description shall be erected or displayed on each lot burdened without the prior written consent of Weblands Estate Pty Limited and Weblands Estate Pty Limited shall have the right to remove any such advertising hoarding sign or matter without notice.

REGISTERED  A 7-12-92

B. Marshall
[Signature]

D.P. 827125

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

Lengths are in metres

Sheet Ten of Ten Sheets

5. Terms of Easement Fifthly referred to in the abovementioned Plan

Reserving to and in favour of the Shortland County Council for the purpose of enabling the supply of electricity full right and liberty:-

- (a) To install and maintain a padmount substation and to lay and maintain cables and connections on or beneath the surface of that part of the land delineated on the plan and therein referred to as "Easement for Electricity Substation".
- (b) For the purpose aforesaid for the said Shortland County Council and or by it's authorised servants from time to time and at all reasonable times to enter into and upon the said land and to pass and repass over the same for all purposed whatsoever connected with the rights created by paragraph (a) hereof.

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 person having the right to release, vary or modify these restrictions is Weblands Estate Pty Limited for such period as it is the Registered Proprietor of any land in the Plan or for the period of five years from the date of registration of the Plan whichever is the later and thereafter the Registered Proprietors of all lots directly adjoining the Lot burdened.

The Common Seal of Weblands Estate Pty Limited was affixed hereto pursuant to its articles and in the presence of:-



[Handwritten signature]
[Handwritten signature]

Signed Sealed and Delivered for and on behalf of WESTPAC BANKING CORPORATION ARBN 007 457 141

by *[Signature]* its duly constituted Attorney who is personally known to me

WESTPAC BANKING CORPORATION
ARBN 007 457 141
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. 474 Book 974 under the authority of which this instrument has been executed.

- * Branch / Office
- * Manager
- * Deputy Manager
- * Assistant Manager
- * Officer-in-Charge Regional Securities
- * District Commercial Manager
- * Commercial Manager
- * District Operations Controller
- * Assistant District Operations Controller

REGISTERED 7-12-92

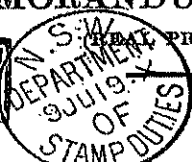
* Delete as applicable



A475081S

A475081

MEMORANDUM OF TRANSFER



REAL PROPERTY ACT, 1900.)



SEE SIMPLE.

Name, residence, occupation, or other designation, in full, of transferor.

A475081

I, AUBREY ARTHUR KING of West Maitland Medical Practitioner.

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

All subsisting encumbrances must be noted hereon. (See page 2.)

If the consideration be not pecuniary, state its nature concisely.

being registered as the proprietor of an Estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon, in consideration of seven hundred and eighty five pounds sixteen shillings (£785/16/-)

Name, residence, occupation, or other designation, in full, of transferee.

paid to me by JOSEPH PASSFIELD of Rutherford near West Maitland *Boiler Down*

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

the receipt whereof I hereby acknowledge;

If to two or more, state whether as joint tenants or tenants in common.

do hereby transfer to the said JOSEPH PASSFIELD

Area in acres, rods, or perches.

All my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing
seven ty nine acres two rods twelve perches
situate in SHIRE of Cessnock Parishes of Maitland and Gosforth

Parish or town and county.

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

being part of the land comprised in Certificate of Title

"Crown grant," or "Certificate of Title."

dated 19th March 1912 registered volume No2237 folio 22

Strikes out if not appropriate.

*And also in the pieces of land as follows:-

These references will suffice, if the whole land in the grant or certificate be transferred.

and being Lot 6 of plan No 6438 deposited in the Land Titles Office.

But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:-

"as delineated in the plan hereon (or annexed hereto) or described as follows, viz.:-"

Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

[Rule up all blanks before signing.]

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

The form when filled in should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

[Price, 6d.]

See volume overleaf

AD

A very short note of the particulars will suffice.

Reservations and conditions contained in Crown Grant of said lands.

The said Aubrey Arthur King shall not be bound to join in the erection or maintenance of any dividing fence.

(The coal and other minerals in and under the ^{above described} ~~said~~ land are reserved to the said Aubrey Arthur King for an Estate in fee simple together with all necessary rights powers and easements for searching for working winning getting and carrying away the same.)

[Rule up all blanks before signing.]

m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form.

This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place. If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

n Repeat attestation for additional parties if required.

St 521

In witness whereof, I have hereunto subscribed my name, at *West Maitland* the *thirteenth* day of *June* in the year of our Lord one thousand nine hundred and nineteen

Signed in my presence by the said

AUBREY ARTHUR KING
WHO IS PERSONALLY KNOWN TO ME

Geo. E. Cooke m

Signed *D. J. Cartland*

Aubrey Arthur King
Transferor.

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

Act.

For the signature of the Transferee hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Joseph Passfield
.....

Transferee.

Signed in my presence by the said

JOSEPH PASSFIELD

WHO IS PERSONALLY KNOWN TO ME

*and I certify that
Name was first
read over and explained
to him the nature
and effect thereof and
he appeared to understand
nature thereof*

[Signature]

(*The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See note "c" in margin.)

N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at *West Maitland*, the *first*

day of *July*, one thousand nine hundred and *nineteen*

George Ernest Crooke of West Maitland Clerk
the attesting witness to this instrument, and declared that he personally knew

Aubrey Arthur King
the person signing the same, and whose signature thereto he has attested; and that the

name purporting to be such signature of the said *Aubrey Arthur King*

is his own handwriting, and that he was of

sound mind, and freely and voluntarily signed the same.

[Signature]
.....

- q May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.
- r Name of witness and residence.
- s Name of Transferee.
- t Name of Transferee.

ii Registrar-General, Deputy, Notary Public, J.P., or Commissioner

Lodged by

(Name).....

(Address).....



21. Lot 6 D.P. 6438
 near West Macintland
 Sh. Bessnock
 Pokes Gosforth + the aitland
 (Reserving ^{Coal} ^{other} Minerals etc)

A. A. King

Transferor.

Joseph Passfield

Transferee.

A 475081

Particulars entered in the Register Book, Vol. 2237

Folio 22

CHECK SLIP

the 14th day of July, 1919,
 at 51 minutes past 2 o'clock
 in the afternoon.

[Signature]
 Registrar General.

	DATE	INITIALS
SENT TO SURVEY BRANCH	17-7-19	AB
RECEIVED FROM RECORDS	20-9-19	STG
DRAFT WRITTEN	21 JUL 1919	CS
DRAFT EXAMINED	"	CS
DIAGRAM COMPLETE	18-7-19	CS
DIAGRAM EXAMINED	"	CS
DRAFT FORWARDED	20-8-19	CS
RETD. TO RECORDS (REQUISITION)		
RETD. TO RECORDS (REGISTRY)		
RETURNED FROM RECORDS		
CERTIFICATE EXAMINED		
SUPT. OF ENGINEERING	28-7-19	AB
DEP. REGISTRAR GENERAL		

VOL. 2956 FOL. 25

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-
 No Transfer can be registered until the fees are paid.
 If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s. 1 but to save this expense, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.
 Tenants in common must receive separate Certificates. 20s. will be required for each additional Certificate.
 The fees on transfer are 10s. and 20s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1870, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
 The Transfer is complete from the moment it is recorded.
 Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

Certificate No.: PC/2022/1431

Certificate Date: 11/05/2022

Fee Paid: \$53.00

Receipt No.: 1276803

10089 Marshall

Your Reference:

SECTION 10.7 PLANNING CERTIFICATE

Environmental Planning and Assessment Act, 1979 as amended

APPLICANT:	Infotrack ecertificates@infotrack.com.au
PROPERTY DESCRIPTION:	13 Correa Close ABERGLASSLYN NSW 2320
PARCEL NUMBER:	29668
LEGAL DESCRIPTION:	Lot 41 DP 827125

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 Council by phoning (02) 4934 9700, or personally at Council's Administration Building 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 of issue of this Certificate, however it is possible for changes to occur at any time after the 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 from Council's [website](#).

PART 1: MATTERS PROVIDED PURSUANT TO SECTION 10.7 (2)

1. Local Environmental Plan (LEP)

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

Exhibited draft Local Environmental Plans

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

Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

Development Control Plan 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.

State Environmental Planning Policies

The Minister for Planning has notified that the following State Environmental Planning Policies (SEPPs) shall be specified on Certificates under Section 10.7 of the Environmental Planning and Assessment Act, 1979.

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

- SEPP (Biodiversity and Conservation) 2021
- SEPP (Industry and Employment) 2021
- SEPP (Primary Production) 2021
- SEPP (Planning Systems) 2021
- SEPP (Housing) 2021
- SEPP Building Sustainability Index: BASIX 2014
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Resources and Energy) 2021
- SEPP (Transport and Infrastructure) 2021
- SEPP (Resilience and Hazards) 2021

Draft State Environmental Planning Policies

No draft State Environmental Planning Policy(s) applying to the land is, or has been publicised the subject of community consultation or on public exhibition under the Act.

2. Zoning and land use under relevant LEPs

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

R1 General Residential

The following development information gives the objectives of the zone, the description of the zone and identifies development allowed or prohibited in each zone. Development consent where required, must be obtained from the Council.

R1 General Residential

a) Purpose/Objective

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

b) Permitted with Consent

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

c) Permitted without Consent

Home occupations

d) Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sewage 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.

e) Land dimensions to permit the erection of a dwelling house on the land

For the land zoned R1 General Residential the 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.

f) Critical Habitat

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

g) Conservation Area

The land IS NOT in a Heritage Conservation Area.

h) Item of Environmental Heritage

The land does NOT contain an item of Environmental Heritage.

3. Complying Development

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

Complying development under the **Low Rise Medium Density Housing Code** may be carried out on the land. Complying development under the **Greenfield Housing Code** may be carried out on the land, but only if the land is identified on the *Greenfield Housing Code Area Map* issued by the NSW Department of Planning and Environment.

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

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

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

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

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

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

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

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

Complying development under the **Container Recycling Facilities Code** may not 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.

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

The owner (or any previous owner) of the land has NOT consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

5. Coal Mine Subsidence Compensation Act 2017

The land has NOT been proclaimed to be within a Mine Subsidence District under the meaning of section 20 of the Coal Mine Subsidence Compensation Act 2017.

6. Road widening and road realignment

- a) The land is NOT affected by road widening under Division 2 of Part 3 of the Roads Act 1993.
- b) The land is NOT affected by any environmental planning instrument
- c) The land is NOT affected by any road-widening or realignment under any resolution of the Council

The information above relates to Council's road proposals only. Other authorities, including Roads and Maritime Services, may have proposals, which have not been set out.

7. 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 of 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 LEP 2011 Acid Sulfate Soils Map as being of the class specified for those works.

The Council has adopted by resolution a policy on contaminated land which may restrict the development of the land to which this certificate relates. This policy is implemented when zoning or land use changes are proposed on lands which:

- are considered to be contaminated; or
- which have previously been used for certain purposes; or
- which have previously been used for certain purposes but Council's records do not have sufficient information about previous use of the land to determine whether the land is contaminated; or
- have been remediated for a specific use.

Consideration of Council's adopted policy and the application of provisions under relevant State legislation is warranted.

7A. Flood Related Development Controls

The land or part of the land IS NOT within the flood planning area and subject to flood related development controls.

The land or part of the land IS NOT between the flood planning area and the probable maximum flood and subject to flood related development controls.

The Maitland LEP 2011 identifies the flood planning level (FPL) as the level of a 1:100 ARI flood event plus 0.5m freeboard. The probable maximum flood has the same meaning as the Floodplain Development Manual.

8. 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 3.15 of the Act.

9. Contribution Plans

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

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

Contributions Plans may be viewed on Council's website or inspected and purchased at Council's Customer Service Centre.

9A. Biodiversity Certified Land

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

10. Biodiversity Stewardship Sites

The 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*.

10A. 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*.

11. Bushfire Prone Land

The land is NOT identified as being bushfire prone land.

12. Property vegetation plans

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

13. Order under Trees (Disputes between Neighbours) Act 2006

Council has NOT received notification from the Land and Environment Court of NSW that the land is affected by an Order under Trees – (Disputes Between Neighbours) Act 2006.

14. 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.

15. Site Compatibility Certificate and Conditions for Seniors Housing

a) 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 and People with a Disability) 2004 has been issued for the land.

b) Conditions of Development Consent since 11 October 2007

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

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

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.

17. Site compatibility certificates and conditions for affordable rental housing

Council is unaware if a Site Compatibility Certificate (Affordable Rental Housing) has been issued in accordance with State Environmental Planning Policy (Affordable Rental Housing) 2009.

18. Paper subdivision information

There is no development plan that applies to the:

- 1) Land or that is proposed to be subject to a consent ballot
- 2) There is no subdivision order that applies to the land.

19. Site verification certificates

Council is not aware of any current site verification certificate in respect of the land.

20. Loose-fill asbestos insulation

There are no premises on the subject land listed on the register.

21. Affected building notices and building product rectification orders

The Council is NOT aware of any affected building notice which is in force in respect of the land.

The Council is NOT aware of any building product rectification order which is in force in respect of the land and that has not been fully complied with.

The Council is NOT aware of any notice of intention to make a building product rectification order being given in respect of the land and that is outstanding.

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

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 the 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.
-

David Evans
General Manager

285 - 287 High Street
Maitland NSW 2320

t 02 4934 9700
f 02 4933 3209

info@maitland.nsw.gov.au
maitland.nsw.gov.au

All correspondence should be directed to: General Manager P.O. Box 220 Maitland NSW 2320



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

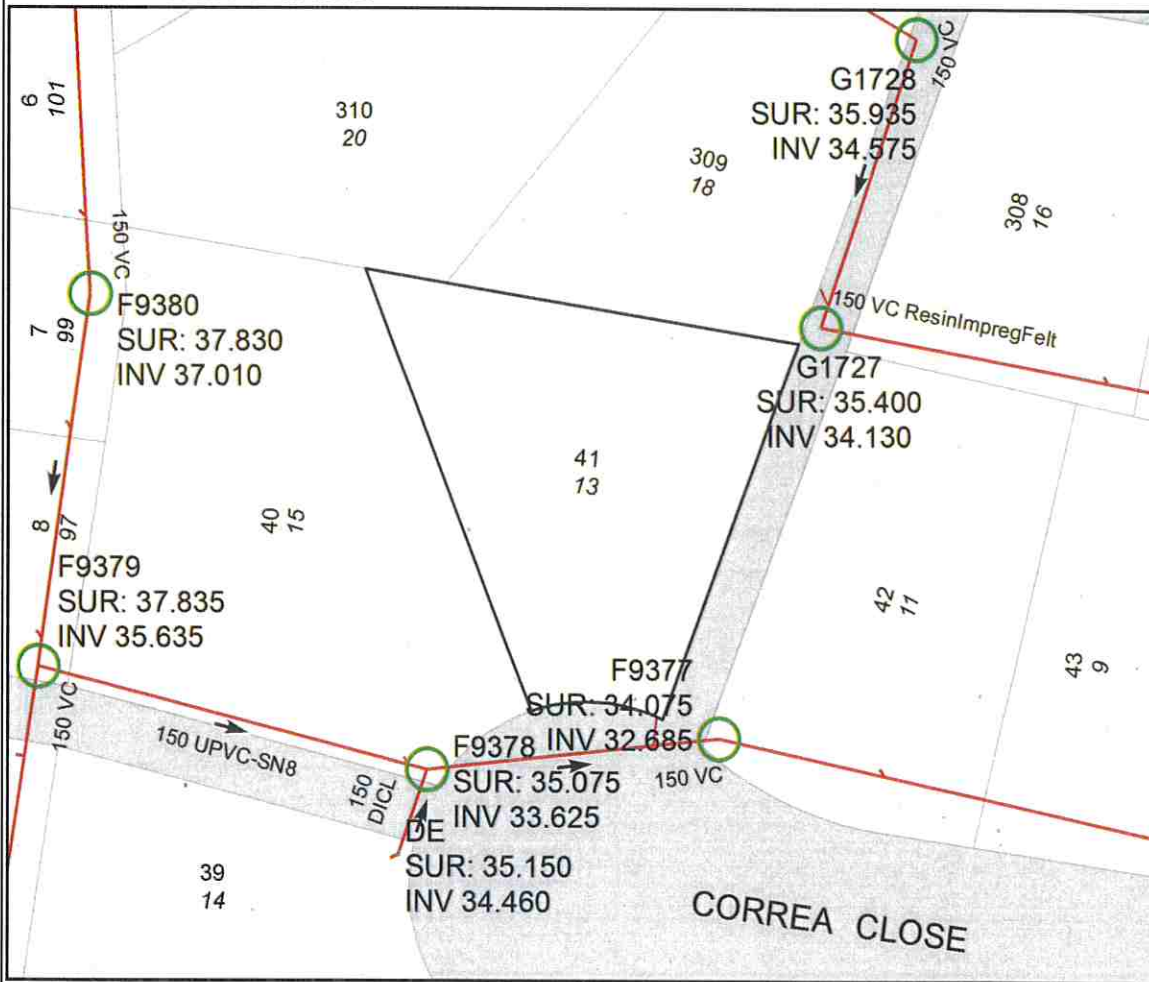
APPLICANT'S DETAILS



InfoTrack
13 CORREA
ABERGLASSLYN NSW

APPLICATION NO.: 1719159
APPLICANT REF: M 10089 Marshall
RATEABLE PREMISE NO.: 5801710089

PROPERTY ADDRESS: 13 CORREA CL ABERGLASSLYN 2320
LOT/SECTION/DP:SP: 41//DP 827125



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

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

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

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

Date: 12/05/2022

Scale at A4: 1:500

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

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

