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Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
Vendor's agent	FIRST NATIONAL REAL ESTATE DAVID HAGGARTY 454 HIGH STREET, MAITLAND NSW 2320	Phone: 02 4933 6544 Fax: 02 4933 1706 Ref:
Co-agent Vendor		

Vendor's solicitor	HILLS SOLICITORS 447 HIGH STREET, MAITLAND NSW 2320 DX 21602 MAITLAND	Phone: (02) 4933 5111 Fax: (02) 4934 1602 Ref: LRK:180781
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Date for completion 35th day after the contract date (clause 15)

Land (address, plan details and title reference) 13 PARKLANDS ROAD, LARGS NSW 2320
FOLIO IDENTIFIER: 340/1097077

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

Attached copies documents in the List of Documents as marked or numbered:
 other documents:

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

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

Buyer's agent Phone:
 Fax:
 Ref:

Vendor	GST AMOUNT (optional) The price includes GST of: \$	Witness
Purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	Witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) NO yes
 Proposed **electronic transaction** (clause 30) no YES

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

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

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

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- GST-free because the sale is the supply of a going concern under section 38-325
- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-0
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *RW payment* (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.

RW payment (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 vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

Amount purchaser must pay – price multiplied by the *RW 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 type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input checked="" 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 document relevant to off-the-plan sale
<input type="checkbox"/> 26 evidence of alternative indemnity cover	Other
Swimming Pools Act 1992	<input type="checkbox"/> 58
<input type="checkbox"/> 27 certificate of compliance	
<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.

13 PARRAMATTA ROAD
NSW 2150
LANDS

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, 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:

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

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it 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 stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
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.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>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, objection or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i>);
<i>RW 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>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 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

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

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW 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 *RW 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 *RW payment*.
- 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 lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• **Purchaser**

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount* payable;
 - *RW 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 Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *servicing* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 served if it is served by the *party* or the *party's solicitor*;

20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 served if it is sent by 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 12, 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 s23 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 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract; or

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration 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 a proposed *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 it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, 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, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after 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; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| ECNL | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ENCL</i> ; |
| <i>populate title data</i> | to complete data fields in the <i>Electronic Workspace</i> ; and the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

13 PARKLANDS Road LARGS
NSW 2320

**THESE ARE THE FURTHER CONDITIONS TO THE CONTRACT FOR SALE AND PURCHASE MADE
BETWEEN TREVOR JOHN WALTON AND REGINALD JOHN LINGWOOD (VENDOR)
AND (PURCHASER)**

32. REAL ESTATE AGENCY

- 32.1 The Purchaser warrants the Purchaser was not introduced to the Vendor or the property by or through the medium of a Real Estate Agent/Agency other than the Vendor's Agent (if any).
- 32.2 In the event of any breach of the Purchaser's warranty (clause 32.1) the Purchaser must at all times indemnify the Vendor for and against any claim for commission made by any person other than the Vendor's agent together with all expenses arising out of any such claim.

33. PARTIES

If a party to this Contract:

- 33.1.1 is a corporation and before completion is placed under external management; or
- 33.1.2 is an individual who before completion dies or becomes incapable because of unsoundness of mind to manage his own affairs,

then the other party may serve notice to rescind.

34. DEPOSIT

- 34.1 The Purchaser agrees and acknowledges that notwithstanding the particulars the Deposit to be paid under this Contract is that amount as represents 10% of the Purchase Price. In the event that the amount disclosed on the Particulars is less than 10% of the Purchase Price, then that amount so disclosed shall be part only of the deposit but shall be that amount of the Deposit to be paid upon the making of this agreement.
- 34.2 Any amount of the Deposit not paid upon the making of this agreement shall be payable by the Purchaser to the Vendor upon completion or if this Contract is terminated by the Vendor due to the Purchaser's default, upon termination.
- 34.3 Where this Contract has been terminated by the Vendor due to the Purchaser's default, the Vendor shall be entitled to forfeit that amount paid in respect of the Deposit and to demand from the Purchaser the balance in respect of the 10% of the Purchase Price.
- 34.4 Where a part deposit has been paid on account of the 10% of the Purchase Price, the deficiency being the difference between the Deposit (10%) and the part Deposit shall be an admitted debt due by the Purchaser to the Vendor payable forthwith.
- 34.5 This clause is supplemental to the Vendor's rights under clause 9.

35. REQUISITIONS – FORM OF

- 35.1 The form of requisitions to be served by the Purchaser under clause 5.1 shall be in the form of requisitions attached to this Contract and no other.
- 35.2 Requisitions provided for in this clause shall be deemed to have been served by the Purchaser on the date of this Contract.

36. CLAIMS FOR COMPENSATION AND VENDOR'S RIGHT TO RESCIND

- 36.1 The Vendor's rights under clause 7.1 shall arise where the Purchaser's claim exceeds 1% of the price (not 5%).
- 36.2 The Vendor shall have a right to rescind under clause 8 if the Vendor is unable or unwilling to comply with the requisition, regardless of the grounds (clause 8.1 is amended by the deletion of the words "on reasonable grounds").

37. WARRANTIES AND ACKNOWLEDGMENTS

- 37.1 The provisions set out in this Contract contain the entire agreement between the parties as at the date of this Contract notwithstanding any:
 - 37.1.1 negotiations or discussions held; or
 - 37.1.2 documents signed or brochures produced,prior to the date of this Contract.
- 37.2 The Purchaser agrees that:
 - 37.2.1 in entering into this Contract the Purchaser has not relied upon any warranty or representation made by or any other conduct of the Vendor or any person on behalf of the Vendor except those that are expressly provided in this Contract; and
 - 37.2.2 the Purchaser is relying entirely upon his own enquiries relating to and inspection of the property.
- 37.3 Without limiting the generality of Clause 37.2 the Purchaser agrees that neither the Vendor nor anyone on behalf of the Vendor has made any representation or warranty upon which the Purchaser relies as to the fitness or suitability for any particular purpose of the property or of any financial return or income to be derived from the property.
- 37.4 The Purchaser accepts the property in its present state of repair and condition and subject to all latent and patent defects of quality.

38. BUILDING STRUCTURES – WORKS ORDERS/MINE SUBSIDENCE

- 38.1 The Purchaser warrants that any application to be made by the Purchaser to the Local Council for a Building Certificate or the Mine Subsidence Board for a Certificate under Section 15B will be made within fourteen (14) days of the date of the making of this Agreement.

Building Certificate

- 38.2 If as a result of the Purchaser's application or otherwise Council issues an Upgrading or Demolition Order in breach of the warranty provided for under the Conveyancing (Sale of Land) Regulations 2010 then the Vendor shall be entitled to treat the existence of such Upgrading or Demolition Order as objection to title to which Clause 8 of this Contract shall apply but the Purchaser's rights shall not be affected.

38.3 If the Local Council:

- 38.3.1 refuses to issue a Building Certificate, or fails to issue same within twenty eight (28) days of the date of making this Contract; or
- 38.3.2 issues a Building Certificate but qualifies that Building Certificate in the letter issuing the Certificate requiring work to be done; or
- 38.3.3 as a result of such application issues a Works Order (not being an Upgrading or Demolition Order) and the Vendor is unwilling to comply with that Works Order,

then the Purchaser may rescind this Contract within fourteen (14) days of that event occurring but the Purchaser shall have no further or other remedy against the Vendor.

38.4 For the purpose of clause 38.3.3 the Vendor is unwilling to comply with a Works Order where the Vendor has failed to agree to do the work within seven (7) days of the notification of such Works Order.

38.5 A party shall promptly advise the other party concerning the outcome of an application for a Building Certificate under this clause.

38.6 A Purchaser shall not be required to comply with the Works Order issued as a result of an application for a Building Certificate (notwithstanding clause 11).

Mine Subsidence Insurance

38.7 If the Mine Subsidence Board issues a Certificate stating that the building structures do not have the benefit of insurance under the Mine Subsidence Compensation Act 1961 the Purchaser may rescind within fourteen (14) days of the issue of the Certificate. The Vendor shall be entitled to treat the absence of insurance as an objection to title to which clause 8 of this Contract shall apply.

38.8 Where the Purchaser does not have a right to rescind under this clause or does not exercise any rescission right available under this clause then the Purchaser shall complete in accordance with the Contract.

38.9 For the purpose of this clause and the Contract generally the meanings "Building Certificate" and "Upgrading and Demolition Order" are as defined in the Conveyancing (Sale of Land) Regulations 2010.

39 COMPLETION - ADDITIONAL CLAUSES

39.1 Notice to Complete

After the completion date, any Notice to Complete served by a party under clause 15 may provide for a period of fourteen (14) days which period the parties agree is sufficient.

39.2 Interest

39.2.1 If completion does not occur by the completion date then at settlement (as an essential term of this Contract) the Purchaser shall pay to the Vendor interest.

39.2.2 Interest shall be calculated:

- (a) at the post judgement rate mentioned under the Uniform Civil Procedure Rules Part 36.7 calculated on daily rests;
- (b) on the balance of purchase price (price less any deposit paid);
- (c) in respect of the interest period.

- 39.2.3 The interest period is that period commencing on the day following the completion date and ending on completion but excluding any part of that period during which completion has been delayed due to the fault of the Vendor.

40 DISCHARGE OF MORTGAGE

The Purchaser shall not be entitled to require the Vendor prior to settlement to register a Discharge of Mortgage affecting the subject property or to withdraw any Caveat affecting such land and upon completion the Purchaser shall accept from the Vendor a proper form of Discharge of Mortgage or Withdrawal of Caveat as the case may be in registrable form (other than a Caveat lodged by or on behalf of the Purchaser). The Vendor shall allow the Purchaser the registration fees payable on any such Discharge of Mortgage or Withdrawal of Caveat and, if appropriate, reasonable agency fees. The Purchaser shall make no requisition requiring the registration of such Discharge of Mortgage or Withdrawal of Caveat prior to completion nor claim compensation in respect of any unforeseeable delay (such as the death of the Mortgagee or Caveator) in obtaining the execution of any such Discharge of Mortgage or Withdrawal of Caveat.

41 SPECIAL COMPLETION ADDRESS

- 41.1 The special completion address shall be the Vendor's Solicitors address unless the Vendor's Mortgagee declines.
- 41.2 Where the Vendor's first Mortgagee has a place of business at the locality where the Vendor's Solicitors carry on business, that place shall be the special completion address.

42 SWIMMING POOL

- 42.1 If the Contract relates to land on which there is situated a swimming pool within the meaning of the *Swimming Pools Act 1992* to which that Act applies, the Vendor discloses that annexed to this Contract is one of the following documents in respect to the swimming pool:-
- (a) A valid Certificate of Compliance issued under Section 22D of the Act.
 - (b) A relevant Occupation Certificate within the meaning of that Act, and evidence that the swimming pool is registered under Part 3A of that Act, a relevant Occupation Certificate is an Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* that is less than three years old and that authorises the use of the swimming pool.
 - (c) A valid Certificate of Non-compliance issued under Clause 18BA of the Swimming Pools Regulation 2008.
- 42.2 The Purchaser cannot make a claim, objection, requisition, rescind, terminate or delay settlement in respect of any matter or thing contained in this clause.

CONDITIONS OF SALE BY AUCTION

If the property is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.



**LAND
REGISTRY
SERVICES**

Order number: 53568200
Your Reference: 180781/WALTON&LINGWOOD/LRK/CP
08/10/18 09:59



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 340/1097077

SEARCH DATE	TIME	EDITION NO	DATE
8/10/2018	9:59 AM	5	21/9/2016

LAND

LOT 340 IN DEPOSITED PLAN 1097077
AT LARGS
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF MIDDLEHOPE COUNTY OF DURHAM
TITLE DIAGRAM DP1097077

FIRST SCHEDULE

REGINALD JOHN LINGWOOD
TREVOR JOHN WALTON
AS JOINT TENANTS

(T AE127061)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 BK 1008 NO 612 LAND EXCLUDES MINERALS
- 3 DP1081531 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 4 DP1097077 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 8/10/2018

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

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

PLAN FORM 2
SIGNATURE AND SEALS ONLY

Executed By
Mina Proprietors (S) Pty Ltd
Aust 1063807458

Purpose: Green Division
At Richard
Alexander McDonald
Director

MUNICIPALITY OF MANTLAND, DISTRICT OF THE TORRENS
I, THE ATTORNEY GENERAL, HEREBY CERTIFY THAT THIS PLAN IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS REGISTERED IN THE OFFICE OF THE REGISTRAR OF DEEDS AND THAT THE ORIGINAL PLAN IS AVAILABLE FOR INSPECTION BY ANY PERSON AT ANY TIME.
THE REGISTRAR'S SIGNATURE IS NOT REQUIRED FOR THIS PLAN TO BE VALID.
DATE: 15/02/2006

Department of Land and Water Conservation Approval

(Unaltered Order) is approving this plan early in respect of the fact that all necessary approvals in respect to the situation of the land shown herein have been given.

Subdivision Certificate

I hereby certify that the provisions of section 88B of the Subdivision Act 1988 have been complied with in relation to the proposed subdivision.

Subdivision

Section 88B of the Subdivision Act 1988

Consent Authority: Division of City Council

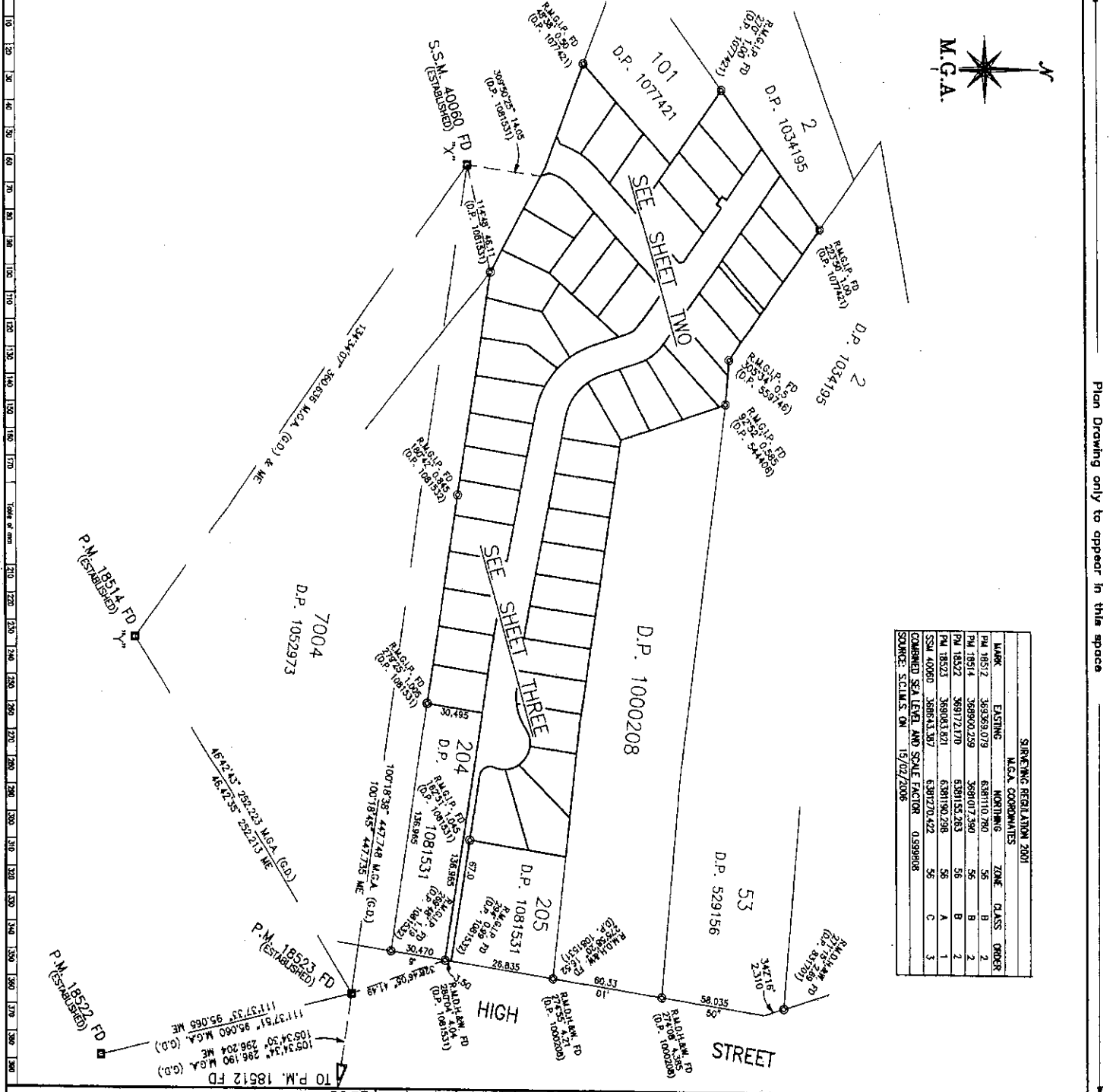
Date of endorsement: 5.7.06

Subdivision Certificate no.: 041556

File no.: DP 1097077-1556

Note: This plan is to be lodged electronically in Land and Property Information. If a physical copy of the plan is required, it must be provided by the Registrar-General.

* Refer whether to register



SIRRENING REGULATION 2001				
MARK	EXISTING	NORTHING	ZONE	CLASS ORDER
PA 11512	365389.079	638110.780	35	B 2
PA 11514	368900.239	638107.380	35	B 2
PA 18522	369172.770	638115.283	35	B 2
PA 18523	369003.821	6381190.298	35	A 1
SSM 40060	368643.307	6381270.422	35	C 3

COMBINED SEAL LEVEL AND SCALE FACTOR 0.999008

SOURCE: SCLINKS ON 15/02/2006

DP1097077

Registered (11-B-2006)
Title System: TORENS
Purpose: SUBDIVISION
Ref. Map: MATLAND SH 14
DP1097077, DP922519
Last Plan: DP1091573
PLAN OF SUBDIVISION OF LOTS 201, 202 & 203 D.P. 1091531

Lengths are in metres. Reaction Ratio 1: 1500

L G A: MANTLAND
Locality: LARCS
Parish: MIDDLEHOPE
County: DURHAM

This is sheet 1 of my plan in 3 sheets
(Delete if inapplicable)
Surrey Regulation 2001
RANKING PLAN DILET
P.O. BOX 55 EAST WARTLAND 2231

Plans used in preparation of survey/compilation:
D.P. 1091531
D.P. 1000208
D.P. 831201
D.P. 1077421
D.P. 539748
D.P. 574450

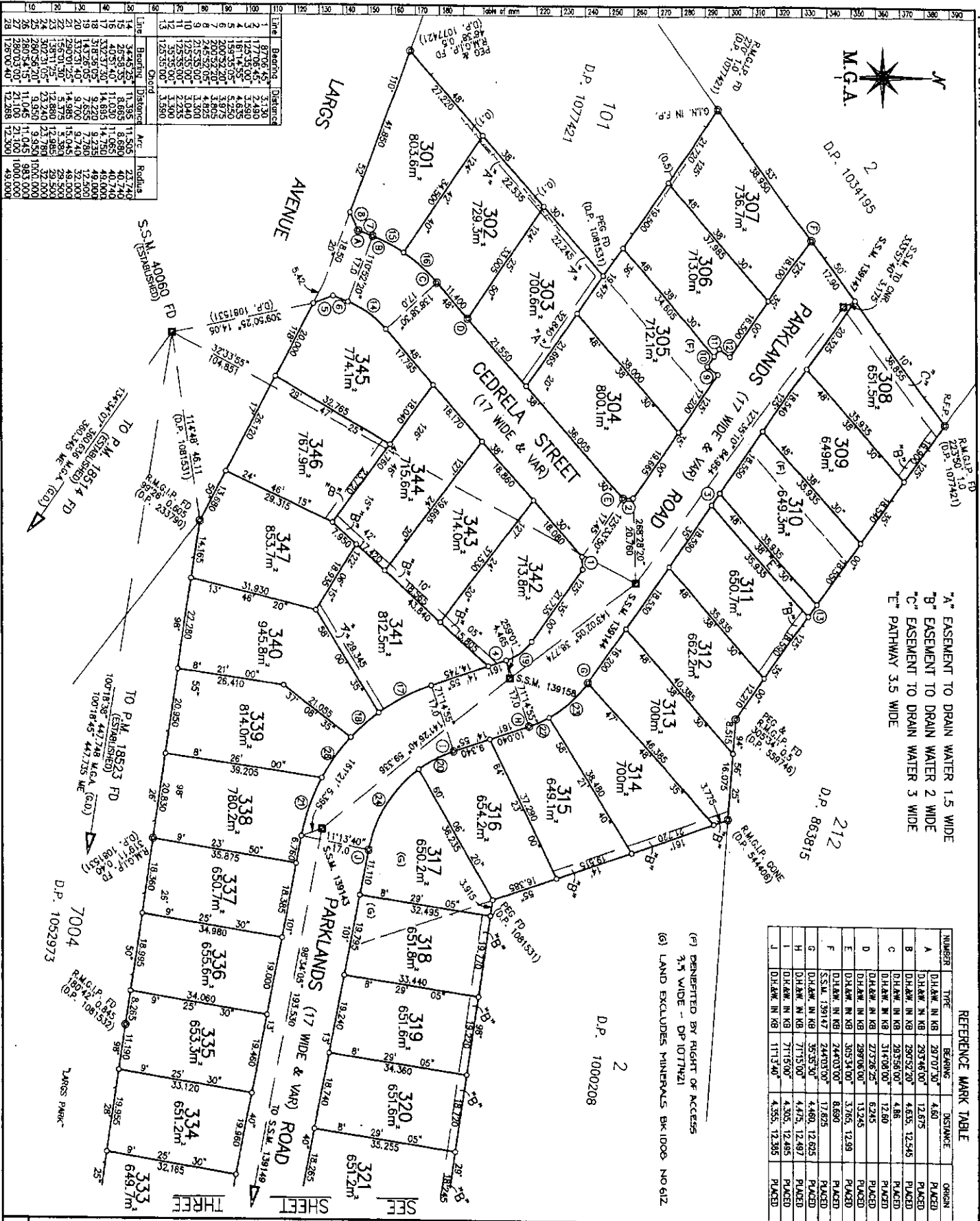
PLEASE FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-64 AS AMENDED, IT IS INTENDED TO CREATE:-

- EASEMENT TO DRAIN WATER 1.5 WIDE
- EASEMENT TO DRAIN WATER 2 WIDE
- EASEMENT TO DRAIN WATER 3 WIDE
- RESTRICTION ON THE USE OF LAND

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Plan Drawing only to appear in this space



Line	Bearing	Distance	Area	Notes
1	344.525	11.505	23.748	
2	203.835	8.685	14.740	
3	17.064	2.440	0.030	
4	125.350	3.880	0.740	
5	17.064	2.440	0.030	
6	185.145	4.635	0.970	
7	209.520	3.220	0.600	
8	245.520	1.805	0.330	
9	245.520	1.805	0.330	
10	125.350	3.880	0.740	
11	125.350	3.880	0.740	
12	35.350	1.300	0.260	
13	125.350	3.880	0.740	
14	344.525	11.505	23.748	
15	203.835	8.685	14.740	
16	17.064	2.440	0.030	
17	125.350	3.880	0.740	
18	17.064	2.440	0.030	
19	185.145	4.635	0.970	
20	209.520	3.220	0.600	
21	245.520	1.805	0.330	
22	245.520	1.805	0.330	
23	125.350	3.880	0.740	
24	125.350	3.880	0.740	
25	35.350	1.300	0.260	
26	125.350	3.880	0.740	
27	344.525	11.505	23.748	
28	203.835	8.685	14.740	
29	17.064	2.440	0.030	
30	125.350	3.880	0.740	
31	17.064	2.440	0.030	
32	185.145	4.635	0.970	
33	209.520	3.220	0.600	
34	245.520	1.805	0.330	
35	245.520	1.805	0.330	
36	125.350	3.880	0.740	
37	125.350	3.880	0.740	
38	35.350	1.300	0.260	
39	125.350	3.880	0.740	
40	344.525	11.505	23.748	



- 1" EASEMENT TO DRAIN WATER 1.5 WIDE
- 2" EASEMENT TO DRAIN WATER 2 WIDE
- 3" EASEMENT TO DRAIN WATER 3 WIDE
- 4" PATHWAY 3.5 WIDE

REFERENCE MARK TABLE

NUMBER	TYPE	BEARING	DISTANCE	ORIGIN
A	D.I.A.W. IN 89	297.0750°	4.60	PLACED
B	D.I.A.W. IN 89	297.4610°	12.675	PLACED
C	D.I.A.W. IN 89	297.5270°	4.635	PLACED
D	D.I.A.W. IN 89	293.5610°	4.88	PLACED
E	D.I.A.W. IN 89	314.0810°	12.80	PLACED
F	D.I.A.W. IN 89	297.0625°	6.245	PLACED
G	D.I.A.W. IN 89	305.3410°	3.765	PLACED
H	D.I.A.W. IN 89	297.0625°	13.245	PLACED
I	D.I.A.W. IN 89	244.0370°	8.690	PLACED
J	D.I.A.W. IN 89	244.0370°	17.625	PLACED
K	D.I.A.W. IN 89	367.5930°	4.480	PLACED
L	D.I.A.W. IN 89	271.1500°	4.475	PLACED
M	D.I.A.W. IN 89	771.1500°	4.305	PLACED
N	D.I.A.W. IN 89	771.1500°	4.305	PLACED
O	D.I.A.W. IN 89	111.340°	4.355	PLACED

(F) DEDICATED BY RIGHT OF ACCESS
3.5 WIDE - DP 1077421
(G) LAND EXCLUDES MINERALS BK 1006 NO 612

Reduction Ratio: 1: 500

Supervisor's Reference: 11794

DP1097077

Registered (1-8-2006)

This is sheet 2 of my plan in 3 sheets dated

Advised: updated under the Survey Act 2002
This sheet 2 of my plan in 3 sheets covered by Standard Practice No. 04155-0 of S.T.O.C.

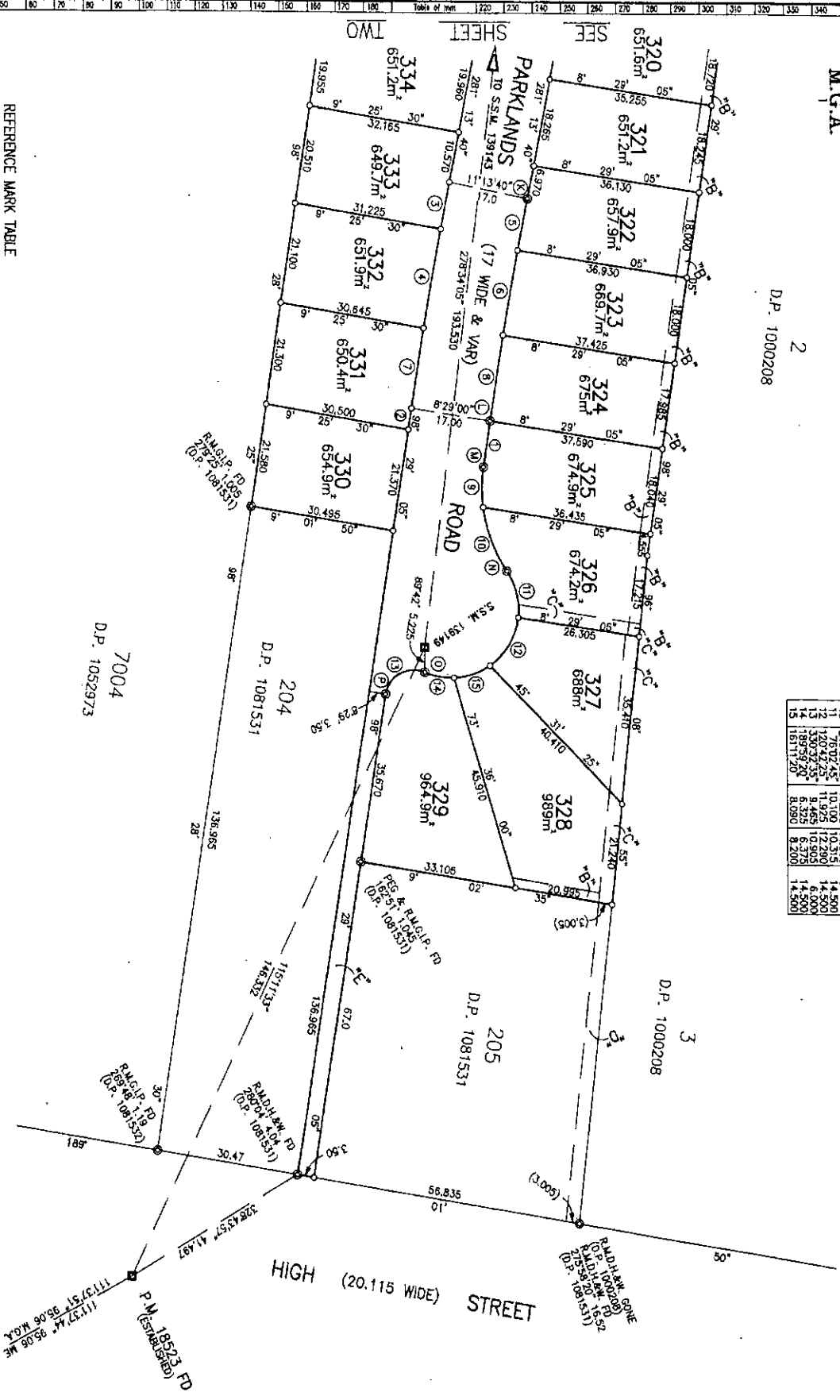
IT IS INTENDED TO RELEASE...
1. RIGHT OF ACCESS 3.5 WIDE
(D.P. 1081531)
#2. RIGHT OF ACCESS 17 WIDE & VARIABLE
(D.P. 1077421)
IT IS INTENDED TO DEDICATE PARKLANDS ROAD, CEDRELA STREET & PATHWAY'S TO THE PUBLIC AS ROAD



D.P. 1000208

Line	Bearing	Distance	Ac	Radius
1	280°35'20"	2.820	0.150	1000.000
2	280°34'15"	1.045	11.045	983.000
3	280°33'30"	18.005	18.005	983.000
4	278°57'50"	15.800	16.800	1000.000
5	278°57'50"	15.800	16.800	1000.000
6	278°57'50"	15.800	16.800	1000.000
7	278°57'50"	15.800	16.800	1000.000
8	278°57'50"	15.800	16.800	1000.000
9	278°57'50"	15.800	16.800	1000.000
10	278°57'50"	15.800	16.800	1000.000
11	278°57'50"	15.800	16.800	1000.000
12	278°57'50"	15.800	16.800	1000.000
13	278°57'50"	15.800	16.800	1000.000
14	278°57'50"	15.800	16.800	1000.000
15	278°57'50"	15.800	16.800	1000.000

Line	Bearing	Distance
1	278°57'50"	2.723
2	278°57'50"	4.501



REFERENCE MARK TABLE

NUMBER	TYPE	BEARING	DISTANCE	ORIGIN
K	D.H.A.W. IN KG	111°3'40"	4.34	12.505
L	D.H.A.W. IN KG	87°9'00"	4.305	12.475
M	D.H.A.W. IN KG	87°9'00"	4.300	12.510
N	D.H.A.W. IN KG	317°04'30"	4.530	PLACED
O	S.S.W. 139148	317°04'20"	23.995	PLACED
P	D.H.A.W. IN KG	136°00'00"	4.640	PLACED
	S.S.W. 139149	89°42'00"	5.225	PLACED
	D.H.A.W. IN KG	288°14'00"	1.925	PLACED
	D.H.A.W. IN KG	387°09'00"	2.755	PLACED

Plan Drawing only to appear in this space

DP1097077

Registered 11-B-2006

This is sheet 3 of my plan in 3 sheets

Surveyor registered under the Surveying Act, 2002
 This is sheet 3 of the plan of 5 sheets
 covered by Surveyor Certificate No. 041550
 of S.T.06

Professional Engineer/Architect/Quantity Surveyor
 For use where space is insufficient it may print on Plan Form 2

Reduction Ratio 1: 600

Surveyor's Reference: 11794

Instrument setting out terms of Easement or Profits a Pendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88b Conveyancing Act 1919

(Sheet 1 of 5)

Plan: **DP1097077**

Plan of Subdivision of Lots 201, 202 & 203 Deposited Plan 1081531

Covered by General Manager's Certificate No. **041556**.

Full name and address of the owner of the land:

Impala Properties (N.S.W) Pty Ltd
 23A / 5 Inglewood Place
 Baulkham Hills NSW 2153
 P.O. Box 7305
 Baulkham Hills B.C. NSW 2153

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit a pendre, restriction or positive covenant to be created and referred to in the plan.	Burdened Lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement to Drain Water 1.5 wide	Lot 303 Lot 302 Lot 341	Lots 302, 301 Lots 301 Lots 347
2.	Easement to Drain Water 2.0 wide	Lot 342 Lot 343 Lot 344 Lot 346 Lot 328 Lot 327 Lot 326	Lots 343, 344, 346, 345 Lots 344, 346, 345 Lots 346, 345 345 Lots 329 Lots 326, 325, 324, 323, 322, 321, 320, 319, 318, 317 Lots 325, 324, 323, 322, 321, 320, 319, 318, 317

Instrument setting out terms of Easement or Profits a Pendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88b Conveyancing Act 1919

(Sheet 2 of 5)

Plan: **DP1097077**

Plan of Subdivision of Lots 201, 202 & 203 Deposited Plan 1081531

Covered by General Manager's Certificate No. **041556**

		Lot 325 Lot 324 Lot 323 Lot 322 Lot 321 Lot 320 Lot 319 Lot 318 Lot 313 Lot 314 Lot 315 Lot 311 Lot 308 308 328	Lots 324, 323, 322, 321, 320, 319, 318, 317 Lots 323, 322, 321, 320, 319, 318, 317 Lots 322, 321, 320, 319, 318, 317 Lots 321, 320, 319, 318, 317 Lots 320, 319, 318, 317 Lots 319, 318, 317 Lots 318, 317 Lot 317 Lots 314, 315, 316 Lots 315, 316 Lot 316 Lot 312 Lot 309 Maitland City Council Lot 327, 326, 325, 324, 323, 322, 321, 320, 319, 318, 317 & Maitland City Council
3.	Easement to Drain Water 3 wide		

Instrument setting out terms of Easement or Profits a Pendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88b Conveyancing Act 1919

(Sheet 3 of 5)

Plan: **DP1097077**

Plan of Subdivision of Lots 201, 202 & 203 Deposited Plan 1081531

Covered by General Manager's Certificate No. **041556**

4.	Restriction on the use of land	327	Lot 326, 325, 324, 323, 322, 321, 320, 319, 318, 317 & Maitland City Council
		326	Maitland City Council
		Each Every Lot	Every other Lot

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit a pendre, restriction or positive covenant to be created and referred to in the plan.	Burdened Lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Right of access 3.5 wide, 17 wide & variable - DP 1081531	Lot 201 D.P. 1081531	Maitland City Council
2	Right of access 17 wide & variable - DP 1077421	Lot 102 D.P. 1077421 Lot 201 DP 1081531	Maitland City Council

Part 2 (Terms)

Terms of the Restriction numbered 4 in the plan.

- a) No fence shall be erected on any lot burdened to divide from any adjoining land owned by Impala Properties Pty. Limited without the consent of the company but such consent shall not be withheld if such fence is erected without expense to Impala Properties Pty. Limited PROVIDED THAT this restriction shall remain in force only during such time as that company is the registered proprietor of any land in the Plan.
- b) No caravan, trailer, mobile home, transportable home, demountable dwelling, garage, shed, temporary structure or other moveable or transportable structure providing residential or accommodation facilities

**Instrument setting out terms of Easement or Profits a Pendre
intended to be created or released and of Restrictions on the Use of
Land or Positive Covenants intended to be created pursuant to
Section 88b Conveyancing Act 1919**

(Sheet 4 of 5)

DP1097077

Plan of Subdivision of Lots 201, 202 &
203 Deposited Plan 1081531

Covered by General Manager's Certificate
No. 041556

shall be brought onto, erected upon or remain on the lot to be used as a dwelling or residence whether temporary or otherwise by or for any person or persons until after completion of the main building.

- c) No dwelling shall be built or constructed on any lot that does not have a habitable dwelling space of at least 120 square metres, including garaging under the main roof.

- d) No fence shall
 - (i) Exceed 1.87 metres in height, or
 - (ii) Be constructed of materials and style other than
 - Brick
 - Masonry
 - Timber
 - Brushwood
 - Pickets
 - Wrought Iron
 - Colourbond

Such other materials as may be approved by Impala Properties Pty Ltd in it's sole and absolute discretion.

- e) No motor truck, lorry or semi trailer with a load carrying capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened unless the same is used in connection with the erection of a dwelling on the relevant lot burdened.

The name of the person or authority empowered to release, vary or modify the Restrictions on the use of land thirdly referred to in the above mentioned Plan is Impala Properties Pty Limited for such period as it the registered proprietor of any land in the plan of for such a period of three years form the date of registration of the Plan, whichever is the later.

**Instrument setting out terms of Easement or Profits a Pendre
intended to be created or released and of Restrictions on the Use of
Land or Positive Covenants intended to be created pursuant to
Section 88b Conveyancing Act 1919**

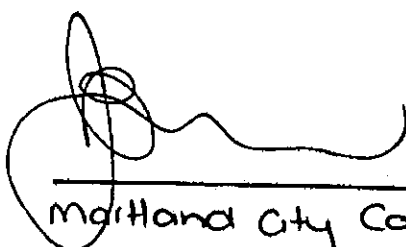
(Sheet 5 of 5)

Plan: **DP1097077**

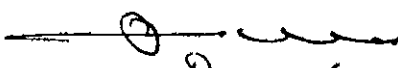
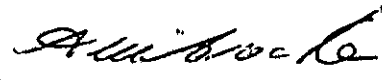
Plan of Subdivision of Lots 201, 202 &
203 Deposited Plan 1081531

Covered by General Manager's Certificate
No. **041556**


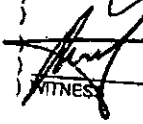
Signatures and seals:


06/07/06
Marlband City Council
Authorised Person

Executed By
Lupala Properties (NSW) Pty Ltd
A/CN 106 804 488.


Damon Green Director

Alexandra McRae Director

SUNCORP METWAY Ltd A.C.N.
010 831 722 BY ITS ATTORNEY,
DEBBIE OGBORNE
WHO CERTIFIES THAT THEY ARE A
LEVEL II ATTORNEY PURSUANT
TO POWER OF ATTORNEY BOOK
3859 NO. 372 OF WHICH THEY HAVE
RECEIVED NO NOTICE OF
REVOCATION
SIGNED IN MY PRESENCE BY
THE SAID ATTORNEY WHO IS
PERSONALLY KNOWN TO ME



WITNESSES

PERSONALLY KNOWN TO ME
THE SAID ATTORNEY WHO IS
SIGNED IN MY PRESENCE BY
RECEIVED NO NOTICE OF
REVOCATION
3859 NO. 372 OF WHICH THEY HAVE
TO POWER OF ATTORNEY BOOK
LEVEL II ATTORNEY PURSUANT
WHO CERTIFIES THAT THEY ARE A
DEBBIE OGBORNE
010 831 722 BY ITS ATTORNEY,
SUNCORP METWAY Ltd A.C.N.

REGISTERED  11-8-2006

SIGNATURES, AND SEALS ONLY

EXECUTED BY INAPALA PROPERTIES (NSW) PTY LIMITED ACN 106 804 468

RUSSELL GREEN DIRECTOR

ALEX McCracken DIRECTOR

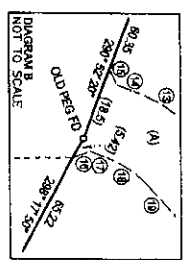
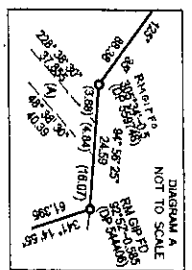
Department of Lands Approval

In approving this plan I certify that all necessary approvals in regard to the allocation of the land shown hereon have been given.

Signature: _____
 Date: _____
 Title: _____
 Office: _____

Subdivision Certificate No. 2713376
 Date of Endorsement: 15.3.05
 Subdivision Certificate No. 2713376
 Date of Endorsement: 15.3.05

Subdivision Certificate No. 2713376
 Date of Endorsement: 15.3.05
 Subdivision Certificate No. 2713376
 Date of Endorsement: 15.3.05



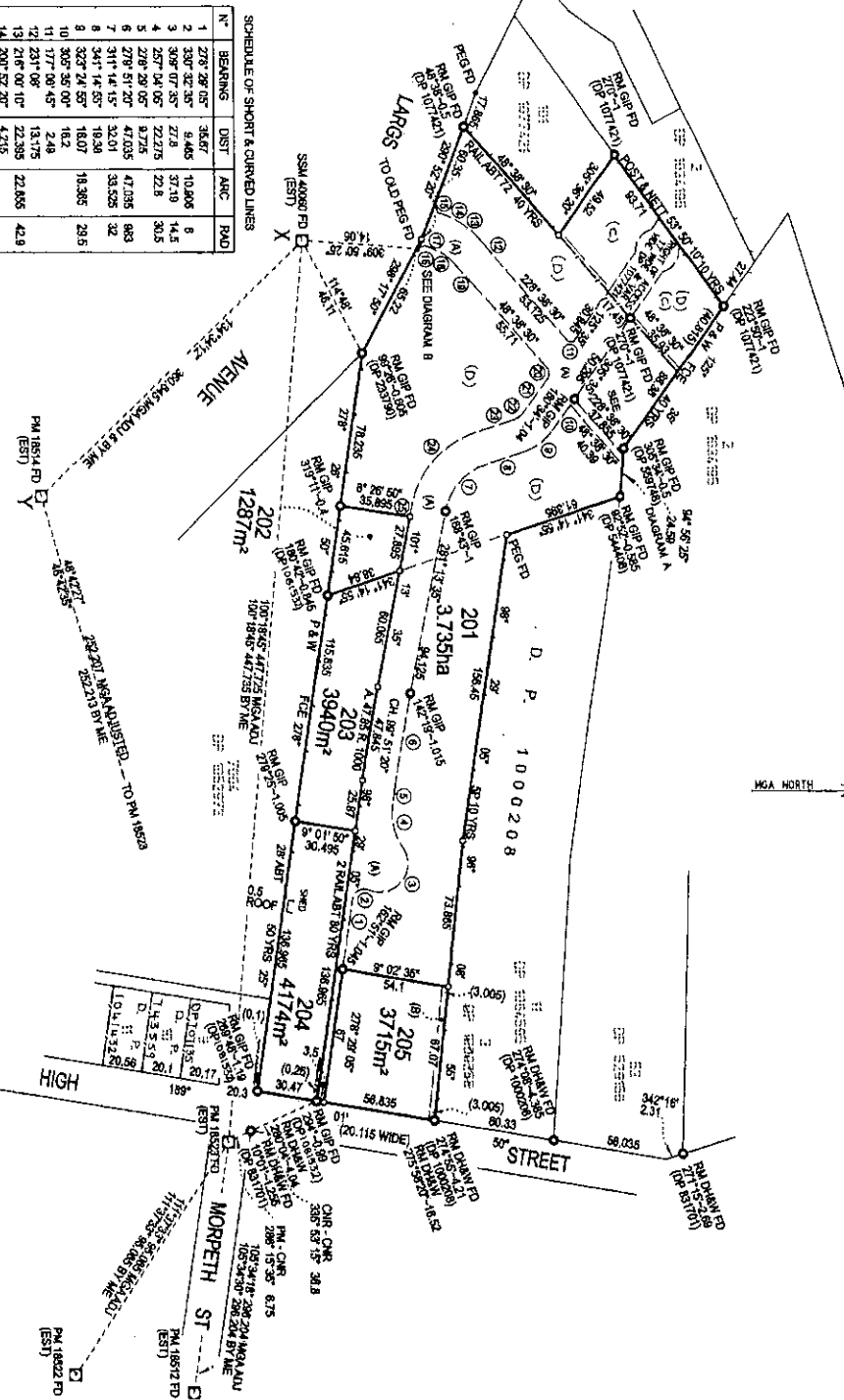
(A) RIGHT OF ACCESS 3.5 WIDE, 17 WIDE AND VARIABLE
 (B) RIGHT OF ACCESS 3 WIDE EASEMENT TO DRAIN WATER 3 WIDE

(C) BENTENED BY RIGHT OF ACCESS 3.5 WIDE - DP 1077421
 (D) LAND EXCLUDES MINERAL - BK 1008 NO 612

MARK	EASTING	NORTHING	CLASS	OWNER
PM 18912	389 386.078	6 381 116.823	B	U
PM 18914	388 800.254	6 381 077.409	B	U
PM 18922	389 172.168	6 381 165.282	B	U
PM 10322	389 080.851	6 381 198.321	B	U
SSM 40000	388 642.383	6 381 270.455	C	U

SOURCE SCIMS 7 JANUARY 2005
 CSF 0169000

N°	BEARINGS	DIST	ARC	PLAD
1	Z78° 28' 05"	36.67	10.006	8
2	S30° 32' 35"	9.405	37.18	14.5
3	S30° 07' 35"	Z7.8	22.8	30.5
4	S27° 04' 05"	22.275		
5	Z78° 29' 05"	9.275	47.035	88.3
6	Z78° 51' 20"	47.035	33.525	32
7	S11° 14' 15"	18.30		
8	S32° 24' 55"	18.07	18.385	29.5
9	S30° 35' 00"	16.2		
10	S30° 35' 00"	16.2		
11	S17° 00' 45"	2.49		
12	Z31° 08'	13.175	22.805	42.9
13	Z16° 00' 10"	4.215		
14	Z00° 52' 20"	4.245		
15	Z45° 52' 20"	4.31		
16	S38° 35' 05"	4.53		
17	Z0° 52' 20"	4.53		
18	S4° 15' 45"	11.59	11.885	25
19	S7° 39' 10"	11.59		
20	S7° 06' 45"	3.13		
21	S25° 35' 00"	21.735		
22	S43° 24' 55"	7.660	7.78	12.5
23	S17° 14' 15"	19.38		
24	S17° 14' 15"	48.015		
25	S101° 43' 35"	8.165	51.33	49



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1081531

Registered of DL 5.3.005

The System: TORRENS

Proposed Subdivision

Field map: MANTLAND SH. 14

Lot map: DP-5291556, DP-5544006, DP-1081531, DP-559746, DP-1077421, DP-233790 (DP-92519)

PLAN OF SUBDIVISION OF LOT 51 DP 5291556, LOT 54 IN DP 5444006, LOT 1 DP 1081531, LOT 87 DP 559746, LOT 84 DP 233790 & LOT 102 DP 1077421.

L.G.A.: MANTLAND

Locality: LARGS

Parish: MIDDLEHOPE

County: DURHAM

This is sheet 1 of 1 of this plan.

Surveying Regulation, 2001

Surveyor's Declaration

Surveyor's Declaration

Surveyor's Declaration

Surveyor's Declaration

Surveyor's Declaration

Surveyor's Declaration

Surveyor's Declaration

Surveyor's Declaration

Surveyor's Declaration

Surveyor's Declaration

Surveyor's Declaration

Surveyor's Declaration

Surveyor's Declaration

Surveyor's Declaration

Surveyor's Declaration

Surveyor's Declaration

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

Sheet 1 of 3

DP1081531

Plan of Subdivision of Lot 51 DP 529156, Lot 54 in DP 544406, Lot 1 DP/081532, Lot 67 DP 559746, Lot 64 DP 233790 & Lot 102 DP1077421.

**FULL NAME AND ADDRESS
OF THE OWNER OF THE
LAND**

IMPALA PROPERTIES (NSW) PTY
LIMITED ACN 106 804 488 of Unit 23, 5
Inglewood Place, Baulkham Hills.

PART 1

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Right of Access 3.5 wide, 17 wide and variable	201	Maitland City Council
2	Easement to drain water 3 wide	205	201

PART 2 (TERMS)

1. TERMS OF RIGHT OF ACCESS 3.5 WIDE, 17 WIDE & VARIABLE

Terms set out in Part 14 Schedule 8 of the Conveyancing Act 1919.

This right of access shall cease and be automatically extinguished upon registration of any plan of subdivision over the land burdened or any part of that land.

Lynette Puffe
Gordon Puffe

[Signature]
[Signature]
[Signature]

DP1081531

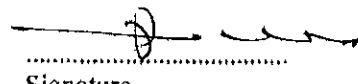
INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Sheet 2 of 3

PLAN

Plan of Subdivision of Lot 51 DP 529156, Lot 54 in DP 544406, Lot 1 DP 1081532, Lot 67 DP 559746, Lot 64 DP 233790 & Lot 102 DP 1077421.

EXECUTED by **IMPALA
PROPERTIES (NSW) PTY
LIMITED ACN 106 804 488**
by its * director and secretary/
*two directors/ *sole director &
secretary whose signatures and
names appear opposite


.....
Signature


.....
Signature

RUSSELL GREEN
.....

ALEXANDER MCCRACKEN
.....

Name

Name

*Director

*Director

*Secretary

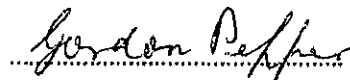
*Secretary

*Sole Director & Secretary

*Sole Director & Secretary

*Make appropriate deletions

SIGNED by
GORDON PEPPER
in the presence of:


.....


.....

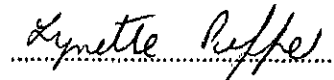
Signature of Witness

THOMAS GAURIC ADAM
.....

Name of Witness *SOLIC*

76 PORT STEPHENS ST
RAYMOND TERRACE

SIGNED by
LYNETTE ANNE PEPPER
in the presence of:


.....


.....

Signature of Witness

THOMAS GAURIC ADAM
.....

Name of Witness

DP1081531

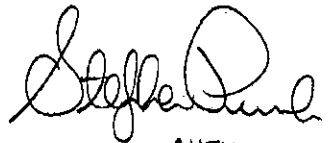
INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT
1919

Sheet 3 of 3

PLAN

Plan of Subdivision of Lot 51 DP 529156, Lot
54 in DP 544406, Lot 1 DP 1081532, Lot
67 DP 559746, Lot 64 DP 233790 & Lot 102
DP1077421.

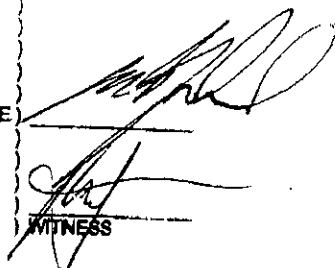
EXECUTION BY *SUNCORP-METWAY LTD ACN 010 831 722*



EXECUTION BY *MAITLAND CITY COUNCIL*

AUTHORISED PERSON

SUNCORP METWAY LTD. A.C.N.
010 831 722 BY ITS ATTORNEY.
MARK IRELAND
WHO CERTIFIES THAT THEY ARE A
LEVEL II ATTORNEY PURSUANT
TO POWER OF ATTORNEY BOOK
3859 NO. 372 OF WHICH THEY HAVE
RECEIVED NO NOTICE OF
REVOCATION
SIGNED IN MY PRESENCE BY
THE SAID ATTORNEY WHO IS
PERSONALLY KNOWN TO ME



WITNESS

REGISTERED  26.5.2005

to be hereby assured with full liberty and power at all times to
sell or show the said lands or any part thereof to search for and
raise make profitable and carry away the said coal and other
minerals and with full liberty and power to make such
and maintain and use all such pits shafts levels drains
courses and reservoirs and to construct and maintain and use all such
spoil banks railroads tramroads and new roads bridges buildings
engines machinery and conveniences whatsoever and for to all such things
and through or over the said lands of any part thereof as may be necessary
or convenient for all or any of the purposes aforesaid making from time to time
nevertheless to the said purchaser his heirs and assigns full and entire
lessor and towards reasonable compensation for all damage done and
occasions to the said lands TO HAVE and to hold the said lands
and hereditaments and all and singular them the premises herebefore
expressed to be hereby granted and released with the said covenants
conditions and to the use of the said purchaser his heirs and assigns
And each of them the said vendors as to his respective individual full
share of the lands and hereditaments hereby conveyed and intended to
be conveyed in the premises recited do hereby and from time to time
do hereby cede and assign for himself and himself and his heirs and
respective executors and administrators covenants with the said purchaser
his heirs and assigns in manner following that is to say that the said
said matter of things by the said vendors of the said John James
James and James respectively or any person named under their
respective names or done to be contrary they the said vendors and
the said John James James and James have and have in themselves
respectively good right and absolute power by their power
to grant and release the said hereditaments and premises herebefore
said thereof with the appurtenances unto the said purchaser his heirs
executors administrators and assigns to the full and entire use and
And it shall be lawful for the said purchaser his heirs executors
administrators and assigns at all times hereafter peaceably and
quietly to enter upon and occupy the premises and to erect and build
and to use and to cause to be used and to take the rents and
profits thereof for ever and that the said purchaser his heirs executors
administrators and assigns shall have full power to sue and to be sued
in law by the said vendors and the said John James James and
respectively or any person named under their names or done to be
in or out of their respective and that the said vendors and
change and successions of the said vendors and the said John James
James and the said John James James and James respectively
their respective heirs executors and administrators and assigns
hereditaments and appurtenances and that the said vendors and
them respectively well and lawfully have and have in themselves
hereafter at the request and cost of the said purchaser his
heirs executors administrators and assigns full and entire power
lawful act and of assent in the law for ever to make any conveyance
hereditaments and premises and any part thereof to the use and
said by the said purchaser his heirs executors administrators and
be devised or required And the said vendors and the said John James
James and James covenants with the said purchaser his heirs
the said John James James and James respectively or any person named
second part of the said deed of the said vendors and the said John
and each of them the said vendors and the said John James James
respective covenants with the said purchaser his heirs and assigns
respective the said vendors and the said John James James and
and their respective heirs and assigns well and lawfully have and
purchaser his heirs and assigns at the request and cost of the
at such place or places within the said state or territories and
for deeds and writings in and to the said state or territories
for the manifestation of the said deed of the said vendors and
to the like request and cost of the said purchaser his heirs
substantially as the said deed of the said vendors and the said
and in the premises recited and in all things therein contained
unaltered TO HAVE and to hold the said lands and hereditaments

1842. May 20th
Signed and sealed Blossom of the said part Required
1843. June 25th
Deed Poll, on above Release and Assignment of the said
the seal of the said Henry Ball Required
1844. June 25th
Lease and Release the said James Mitchell and part
Second part and said George Picheur and
Required fourth August 18th 1844
1850 March
Release and Assignment said to 6 James Mitchell
1850 March
Deed Poll on above Release and Assignment of the
seal of the said William Ball Required
1855 June 20th
Warranty said Andrew Harg of the said part and
of the other part Required
1854 July
Release endorsed on above Warranty of the said
part and Andrew Harg the said part Required
1890 July
Letter of Administration of will of said Andrew Harg
1897 December
Declaration by Harg by George Picheur and
Declaration of Percy Stary identifying John's
1912
Declaration of Percy Stary identifying John's
mentioned in said will of Andrew Harg
1913
Plan of subdivision of 3 sections, one and
Second Part

1839
1843
1844
1852
1863
1873
Signed, sealed and delivered by the said Isabella Dummore Harg Mackenzie
George Picheur
George Gardenier
Wickham Lodge
Isabella
And by the said Mary Dummore Harg
George Picheur
George Gardenier
Wickham Lodge
Isabella
And by the said John Dummore Harg
George Picheur
George Gardenier
Wickham Lodge
Isabella
Received of and from the within named parties
Witness to the signature of Isabella Dummore Harg Mackenzie
George Picheur
Witness to the signature of Mary Dummore Harg
George Picheur
Witness to the signature of John Dummore Harg
George Picheur

(S)
(LS)
(LS)