

# Contract for the sale and purchase of land 2017 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW Duty:</b>
vendor's agent	Shultz First National Real Estate PO Box 23, TAREE NSW 2430	Phone: 6552 2322 Fax: 6551 0272 Ref: Wayne Shultz
vendor	William John Payne and Jacqueline Mary Payne 74 Alpine Drive, Tinonee, NSW 2430	
vendor's solicitor	Paton Hooke Lawyers 25 Albert Street, Taree NSW 2430 DX 7010 Taree	Phone: 02 6551 0355 Fax: 02 6551 0660 Ref: ES:KJ:30731
date for completion land (address, plan details and title reference)	42nd day after the date of this contract 74 Alpine Drive, Tinonee, New South Wales 2430 Registered Plan: Lot 6 Plan DP 604792 Folio Identifier 6/604792	(clause 15)
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input 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 \_\_\_\_\_ deposit to be invested  NO  Yes

_____	_____
vendor	witness
	<b>GST AMOUNT (optional)</b> The price includes GST of: \$ _____
_____	_____
purchaser <input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	witness

## Choices

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

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

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

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

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

<b>HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address and telephone number</b>
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## List of Documents

## General

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

## Swimming Pools Act 1992

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

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

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

## Other

- 52

## **SPECIAL CONDITIONS**

These are the Special Conditions to the Contract for the sale of: 74 Alpine Drive, Tinonee

BETWEEN: William John Payne and Jacqueline Mary Payne (referred to as "the Vendor")

AND: (referred to as "the Purchaser")

The terms of the printed Contract to which these Special Conditions are annexed shall be read subject to the Special Conditions below.

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### **32. Notice to Complete**

If this Contract is not completed by the completion date then either party shall be entitled to give to the other party a Notice to Complete to complete this Contract within not less than fourteen (14) days from the date of service of that Notice with respect to which Notice and the time fixed for completion thereby, time shall be of the essence and with respect to which it is hereby agreed between the parties that fourteen (14) days shall be a reasonable period of notice.

- (a) If the Vendor issues a Notice to Complete the Purchaser must pay the Vendor's costs of issue of the Notice to Complete amounting to \$220.00 (inclusive of GST).
- (b) If a party serves a Notice to Complete that party will be at liberty at any time to withdraw that Notice without prejudice to its continuing right to serve a further Notice.

### **33. Insolvency and Death**

Without in any manner negating or limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included herein, should either party prior to completion:

- (a) die or become mentally ill then either party may rescind this Contract by notice in writing served on the other party as permitted by this Contract whereupon this Contract shall be at an end and the provisions of Clause 19 hereof shall apply; or
- (b) being a Body Corporate have a provisional liquidator, liquidator or receiver or manager appointed or pass a resolution to appoint or consider appointing such a person, or enter into any scheme or arrangement with its creditors, then that party shall be deemed to be in default hereunder.

### **34. Particulars of Title**

The Purchaser promises and represents to the Vendor that no additional information is required for the form of Transfer.

### **35. State of Repair**

Notwithstanding any other provision hereof the Purchaser acknowledges that he buys the property relying on his own inspection, knowledge and enquiries and expressly agrees that he has satisfied himself by inquiry and/or inspection as to the quality condition description boundaries cropping and stock-carrying capacity of the property sold without reference to any statement or advertisement made or published prior to the signing of this Contract and without relying on any warranty or representation made to him on behalf of the Vendor. All improvements, if any, on the property are sold in their present

condition and state of repair infestation and/or dilapidation (and in regard to improvements, their location in relation to boundaries) and are hereby accepted by the Purchasers whether or not they comply with Local Government Act or other legislative requirements and the Purchasers shall not be entitled to make any objection requisition or claim for compensation nor shall they have any right to rescind or terminate this Contract in respect thereof.

**36. Interpretation**

In the interpretation of this Contract in the event of there being any inconsistency between the meaning of a printed term and condition hereof and that of an additional clause contained herein, then the construction of the additional clause shall prevail over and override the construction of any printed condition.

**37. Compensation**

Notwithstanding the provisions of clause 7 hereof the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purpose of Clause 8 hereof.

**38. Accuracy of Attachments**

The Vendor does not warrant the currency or accuracy of the attachments to this Contract

**39. Purchaser Warranties**

The Purchaser warrants:

- (a) That he was not introduced to the property nor the Vendor by any Agent or person acting on behalf of any Agent other than the Agent, if any, first named as the Vendors' agent on the front page of this Contract and should it be established that the Vendor shall become liable to pay commission or other expenses to any other Agent or person acting on behalf of any Agent as the result of any such introduction then the Purchaser shall indemnify the Vendor against all such claims, actions, suits, demands, costs and expenses including Solicitor/Client costs and expenses in relation thereto. This clause shall not merge on completion.
- (b) Either:
  - (i) the Purchaser does not require finance to purchase this property; or
  - (ii) the Purchaser has obtained approval for finance to purchase this property.

**40. Payment of interest and outgoings if not completed as per Contract**

It is an essential term of this Contract that, if completion does not take place on or before the completion date for any reason other than the default or delay of the Vendor:

- (a) In addition to the balance of the price and any other money payable hereunder to the Vendor on completion the Purchaser shall pay to the Vendor interest on the balance of the price and any other moneys payable hereunder to the Vendor at the rate of \$12.00 per centum per annum computed from the completion date up to and including the actual date of completion of this Contract; and
- (b) Notwithstanding anything herein contained and Clause 14.1 hereof, the date at which adjustments are to be made in respect of all rates, water, sewerage and drainage service and usage charges, land tax and all other periodic outgoings between the parties hereto shall be the completion date.

- (c) It is agreed that the amount payable pursuant to this condition is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for all rates, water, sewerage and drainage service and usage charges, land tax and all other periodic outgoings.

Nothing in this clause shall derogate from the right to make time of the essence as set out in this Contract.

**41. Registration of Documents**

The Purchaser cannot require the Vendor to register on or before completion any Discharge of Mortgage, Surrender of Lease, Withdrawal of Caveat or release of an encumbrance and if so requested by the Vendor, the Purchaser will on completion accept any such document in registrable form and will have it registered as soon as is reasonably possible.

**42. Requisitions and claims regarding fences, roads, services, survey, mines, water courses, etc**

The Purchasers shall not be entitled to make any objection requisition or claim for compensation or to rescind or terminate this Contract:

- (a) In the event of any adjoining lands or roadways being encroached upon by or fenced in with the subject land or in the event of there being any encroachment upon the subject land or in respect of any insufficiency of fencing on the subject land;
- (b) By reason of the fact that any fences are the subject of any agreement, agreements, order of any Land Board or Court or other competent authority relating to "give and take" fences and no objection shall be made by reason of the fact that any fence is a "give and take" fence;
- (c) In relation to any loss or damage to the property or any fencing or improvements thereon arising from fire storm tempest or flood or any other cause which may take place between the date hereof and completion;
- (d) In relation to any telephone or electric lines whether the property of Telstra or other public authority or third party or any posts, fittings or fixtures therefore erected on or passing over or through the property or to any easements in respect thereof or the absence of any such easements;
- (e) In relation to access to the subject land the Purchasers hereby warrant that they have satisfied themselves in this regard;
- (f) If there are any encroachments by or upon the subject land;
- (g) In the event that there are reserved roads included within the boundaries of the land sold or enclosed within fences with the land sold. Any permits to enclose roads will be transferred to the Purchasers on completion and all conditions attaching to such permits will be deemed to be fulfilled. The rent for such permits, unless the regulations governing payment of such amounts otherwise require, shall be adjusted at the date of completion and will be deemed to have been paid in advance;
- (h) If there are any roads or reservations of roads traversing the subject property and/or any gates which have been erected across any roads/s traversing the property or by reason of the fact that the Vendor does not hold any permit or authority to enclose roads within the boundaries of the lands sold or to carry

rabbit proof or any other fencing across any road dividing or adjoining the said lands or if there are roads existing which are not disclosed by this Contract.

- (i) In respect of any mining leases, authorities to enter and any exploration licences and any application for any leases, or authorities to enter or licences affecting the subject property;
- (j) In the event that any dam has been constructed on any creek or watercourse passing through the property without authority or that there are any other contraventions of the Water Act or regulations, the Vendor warrants that he is not aware of such contraventions. The Vendor will not be responsible for the absence of any licence, permit or authority for bores, pumps, dams, levee banks and other works to which the Water Act extends.

**43. Depasturing of Livestock**

Prior to completion the Vendor will not depasture any more livestock on the land sold than should normally be carried thereon in accordance with the dictates of good husbandry and in any case will not depasture any more such livestock than are at present depastured thereon together with their natural increase.

**44. Personal Guarantee where Company Purchaser**

In the event of the Purchaser being a company or corporation then the persons (being directors and substantial shareholders of the Purchaser) whose signatures appear on this Contract on behalf of the Purchaser (the details of whose full names and addresses will be shown on the Contract) hereby guarantee and, if more than one, jointly and severally the performance of the covenants and Provision herein by the Purchaser. The liability of the guarantor/s shall not be affected or discharged by the granting to the Purchaser or any other person, company or corporation of any time or other indulgence or consideration or by any variation of this Contract as between the Vendor and Purchaser or any other person, company or corporation or by an act, forbearance, neglect or default on the part of the Vendor whereby the liability would but for this Provision have been effected or discharged it being intended that the obligations and liabilities of the guarantor/s hereunder shall be absolute and unconditional in any and all circumstances. This guarantee shall be continuing and shall not be prejudiced or impaired by the liquidation or winding upon of the Purchaser.

**45. Taxation**

- (a) It is agreed that the consideration receivable for any plant (as defined by Section 42-18 of the Income Tax Assessment Act 1997) which passes with the property sold shall for the purposes of Item 1 of the table in Section 42-50(1) of that Act be the written down value as ascertained in accordance with Section 42-200 of the Act provided that the consideration for any item of plant having no residual value shall be \$1.00.
- (b) Any improvements on the property constructed after 20 September 1985 (or before that date if the property was acquired by the Vendor on or after that date) on which the Vendor has not claimed depreciation are deemed sold at the Vendor's indexed costs base (within Part IIIA of the Income Tax Assessment Act 1936) at the date of this Contract.

**46. Completion**

For the purposes of Clause 16.11 the place for completion is:

- (a) 25 Albert Street, Taree; or
- (b) That branch or settlement place of the Mortgagee closest to Taree; or
- (c) As otherwise specified by the Vendor's Solicitors.

**47. Septic**

The Purchasers acknowledge the septic system located on the property and that they shall not take any objection nor make any requisition or claim for compensation nor shall they be entitled to rescind or terminate this Contract or delay completion as a result of the septic system not being inspected by Council or having Council approval to operate.



FOLIO: 6/604792

SEARCH DATE	TIME	EDITION NO	DATE
5/2/2018	3:55 PM	5	30/3/2006

LAND

LOT 6 IN DEPOSITED PLAN 604792  
AT TINONEE  
LOCAL GOVERNMENT AREA MID-COAST  
PARISH OF TINONEE COUNTY OF GLOUCESTER  
TITLE DIAGRAM DP604792

FIRST SCHEDULE

WILLIAM JOHN PAYNE  
JACQUELINE MARY PAYNE  
AS JOINT TENANTS (T Y121478)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 G349328 EASEMENT FOR TRANSMISSION LINE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM  
2361146 EASEMENT VESTED IN NEW SOUTH WALES ELECTRICITY TRANSMISSION AUTHORITY
- 3 DP604792 EASEMENT FOR PIPELINE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 R532560 COVENANT
- 5 AC210224 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

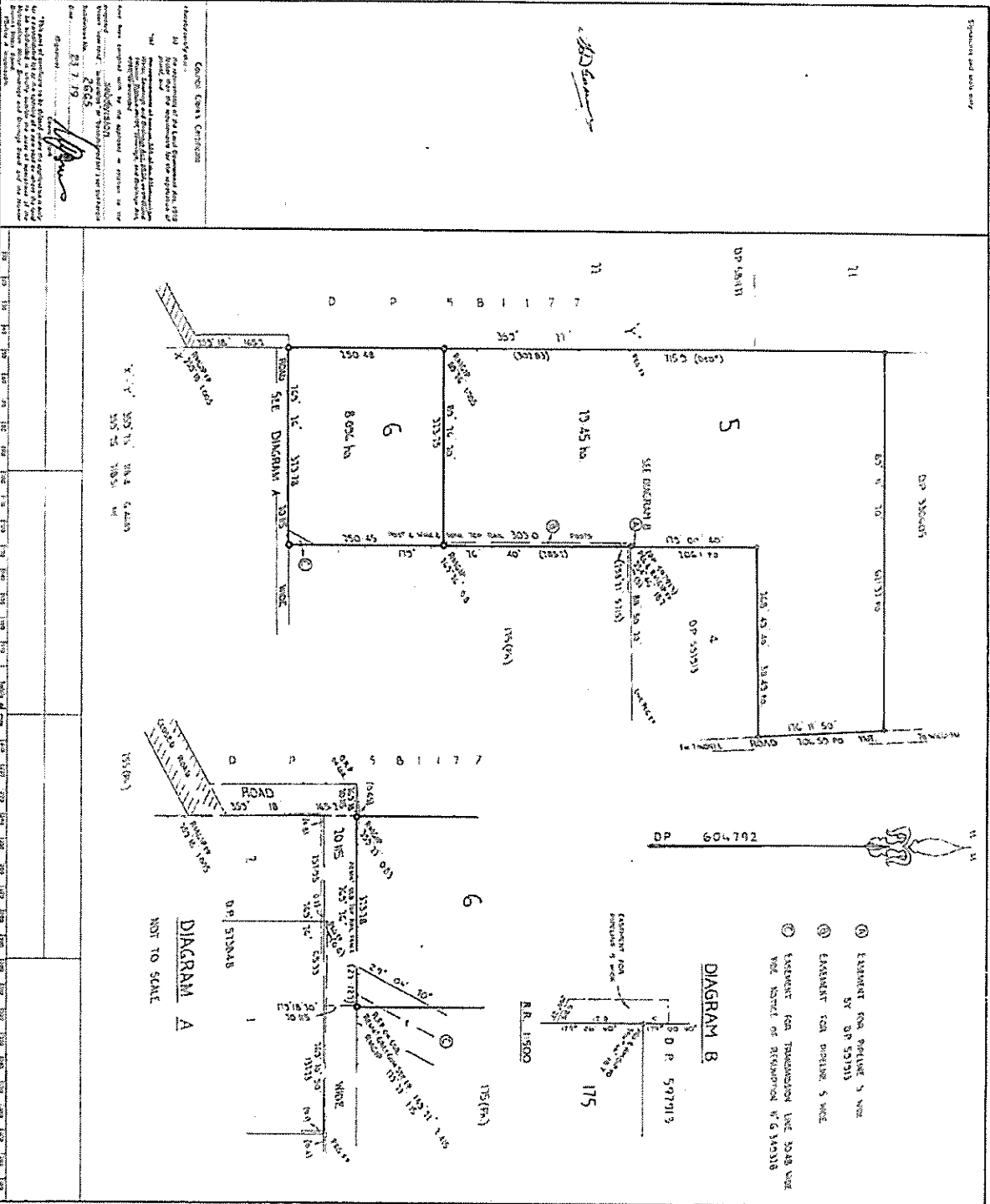
\*\*\* END OF SEARCH \*\*\*



PLAN FORM 2

PLAN DRAWING ONLY TO APPEAR ON THIS SPACE

DEFENCE USE ONLY



**D P 604792**

REGISTRATION NO. 11/10/1979

C.A. N° 2665 of 23.7.1979

TRANSFER: TORRENS

PURPOSE: SUBDIVISION

ADD. MAP: PARISH 4

LOT: DP 497913

PLAN OF SUBDIVISION OF LOT 3 DP 597913 CT. NO. 1514 FOL. 81

ADDRESS: PLOT 1 ADDA, LENGTHY HILLS

MAP: M 5000

LOCALITY: THORNEL

PARISH: GLENELGER

DATE OF PLAN: 1979

PREPARED BY: [Signature]

APPROVED BY: [Signature]

REGISTRATION NO. 11/10/1979

C.A. N° 2665 of 23.7.1979

TRANSFER: TORRENS

PURPOSE: SUBDIVISION

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MAP: M 5000

LOCALITY: THORNEL

PARISH: GLENELGER

DATE OF PLAN: 1979

PREPARED BY: [Signature]

APPROVED BY: [Signature]

WARNING: CREASING OR FOLDING WILL LEAD TO MISFECTION

NOT TO SCALE

DIAGRAM A

DIAGRAM B

1. That the Registrar of Land, Registrar General for the State of Victoria, do hereby certify that this certificate is a true and correct copy of the original as filed in the office of the Registrar of Land on the 27th day of October, 1979.

REGISTRATION NO. 11/10/1979

C.A. N° 2665 of 23.7.1979

TRANSFER: TORRENS

PURPOSE: SUBDIVISION

ADD. MAP: PARISH 4

LOT: DP 497913

PLAN OF SUBDIVISION OF LOT 3 DP 597913 CT. NO. 1514 FOL. 81

ADDRESS: PLOT 1 ADDA, LENGTHY HILLS

MAP: M 5000

LOCALITY: THORNEL

PARISH: GLENELGER

DATE OF PLAN: 1979

PREPARED BY: [Signature]

APPROVED BY: [Signature]



SCHEDULE (Contd.)

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
		Parish	County		
Pt. Por. 106 (being land in plan annexed to Transfer No. C754704)		Tinonee	Gloucester	Part C.T. 5019	168. X ✓
Being the land delineated on the plan hereunto annexed marked "E".					
		Parish	County		
Pt. Por. 259 ✓		Tinonee ✓	Gloucester	Part C.G. 3427	180 ✓
Being the land delineated on the plan hereunto annexed marked "F".					
Pt. Por. 196 ✓		Tinonee ✓	Gloucester	Part C.G. 4637	219 ✓ ✓
Being the land delineated on the plan hereunto annexed marked "G"					
		Parish	County		
Pt. Pors. 164 and 165		Tinonee	Gloucester	Part C.T. 928	235 ✓ ✓
Pt. Por. 176		"	"	" C.G. 1248	208 ✓ ✓
Pt. Por. 175		"	"	" C.G. 132	187 ✓ ✓
Being the land delineated on the plan hereunto annexed marked "H".					

DATED this *twenty ninth* day of *July* in the year of Our Lord One thousand nine hundred and fiftyfive.

SIGNED by the said ARTHUR MERIOT }  
 SIMPSON in the presence of:

*Ross Smith*

*A. Ross Smith*

The Registrar General,  
 SYDNEY.

[Published in Government Gazette No. 31 of 1st April, 1935.]

**ELECTRICITY COMMISSION ACT, 1936.—PUBLIC WORKS ACT, 1912.**

**WARAH-TARE ELECTRICITY TRANSMISSION LINE.**

**Acquisition of Easement.**

APPLICATION by The Electricity Commission of New South Wales having been made that an easement or right to use the surface and the subsoil or under-surface of the land described in the Schedule hereto be appropriated or resumed for the construction and maintenance of an electricity transmission line, IT IS HEREBY NOTIFIED AND DECLARED by His Excellency the Governor, acting with the advice of the Executive Council, that an easement or right as aforesaid over so much of the land as is Crown land is hereby appropriated and an easement or right as aforesaid over so much of the said land as is private property is hereby resumed under Division 1 of Part V of the Public Works Act, 1912, for the purpose aforesaid; AND IT IS HEREBY NOTIFIED that the said easement or right is vested in The Electricity Commission of New South Wales.

Dated at Sydney, this 21st day of March, 1935.

J. NORTHCOTT, Governor.

J. B. BENSILAW, Minister for Local Government.

**SCHEDULE.**

All that piece or parcel of land situate in the Shire of Manning, parish of Talawahl, county of Gloucester, being that part of the land shown in plan annexed to Dealing D733,439 lying within strips of land 75.75 links wide on both sides of the centre line of the transmission line which intersects the northern boundary of the said land shown in plan annexed to Dealing D733,409 at a point bearing 80 degrees 45 minutes and distant 4 chains 90.5 links from the north-western corner of that land and bears 202 degrees 17 minutes 30 seconds through a point on the western boundary of the said land,—and said to be in the possession of Herbert Mulligan.

Also, all that piece or parcel of land situate as aforesaid being that part of portion 35 comprised in Certificate of Title, volume 3870, folio 79, lying within strips of land 75.75 links wide on both sides of the centre line of the transmission line which intersects the northern boundary of the land shown in plan annexed to Dealing D733,409, at a point bearing 80 degrees 45 minutes and distant 4 chains 90.5 links from the north-western corner of that land and bears 22 degrees 17 minutes 30 seconds through a point on the north-eastern boundary of the said portion 35,—and said to be in the possession of William Stanton Holden.

Also, all that piece or parcel of land situate as aforesaid being that part of portion 31 lying within strips of land 75.75 links wide on both sides of the centre line of the transmission line which intersects the southernmost south-western boundary of the said portion 31 at a point bearing 237 degrees 44 minutes 40 seconds and distant 6 chains 18.3 links from the southernmost corner of that portion and bears 22 degrees 17 minutes 30 seconds through a point on the eastern boundary of the said portion 31,—and said to be in the possession of Thomas Phillip Holden.

Also, all that piece or parcel of land situate as aforesaid being that part of portion 107 lying within strips of land 75.75 links wide on both sides of the centre line of the transmission line which intersects the easternmost northern boundary of the said portion 107 at a point bearing 270 degrees and distant 11 chains 10.4 links from the easternmost north-eastern corner of that portion and bears thence 162 degrees 22 minutes for a distance of 3 chains 70.9 links and thence 135 degrees 58 minutes 49 seconds through a point on the southern boundary of the said portion 107,—and said to be in the possession of John Wylie Parker.

Also, all that piece or parcel of land situate as aforesaid being that part of portion 108 lying within strips of land 75.75 links wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said portion 108 at a point bearing 270 degrees and distant 11 chains 10.4 links from the south-eastern corner of that portion and bears north-westerly through a point on the western boundary of that portion bearing 180 degrees and distant 24 chains 59.3 links from the northernmost corner of that portion,—and said to be in the possession of John Wylie Parker.

Also, all that piece or parcel of land situate as aforesaid being that part of portion 107 lying within strips of land 75.75 links wide on both sides of the centre line of the transmission line which intersects the western boundary of portion 106 at a point bearing 180 degrees and distant 24 chains 59.3 links from the northernmost corner of that portion and bears thence 342 degrees 22 minutes for a distance of 3 chains 85.2 links and thence 310 degrees 44 minutes 30 seconds through a point on the western boundary of the said portion 107,—and said to be in the possession of John Wylie Parker.

Also, all that piece or parcel of land situate as aforesaid being that part of portion 112 lying within strips of land 75.75 links wide on both sides of the centre line of the transmission line which intersects the western boundary of the said portion 112 at a point bearing 180 degrees and distant 8 chains 4.2 links from the northernmost corner of that portion and bears

130 degrees 44 minutes 30 seconds through a point on the eastern boundary of the said portion 112,—and said to be in the possession of the Bank of New South Wales.

Also, all that piece or parcel of land situate in the Shire of Manning, parish of Tinonee and county of Gloucester, being that part of portion 106 comprised in Certificate of Title, volume 1100, folio 174, lying within strips of land 75.75 links wide on both sides of the centre line of the transmission line which intersects the south-western boundary of the said portion 106 at a point bearing 132 degrees 12 minutes and distant 4 chains 72 links from the south-western corner of that portion and bears 5 degrees 47 minutes through a point on the generally southern side of the reserved road 1 chain wide passing through the said portion 106,—and said to be in the possession of Henry James Hudson.

Also, all that piece or parcel of land situate as last aforesaid, being that part of the land shown in plan annexed to Dealing G754,704, lying within strips of land 75.75 links wide on both sides of the centre line of the transmission line which intersects the southern boundary of portion 259 at a point bearing 270 degrees 5 minutes and distant 4 chains 59 links from the south-eastern corner of that portion and bears 183 degrees 45 minutes through a point on the southern boundary of the land shown in the said plan annexed to Dealing G754,704,—and said to be in the possession of Ruby Isabella Murray.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portion 230 lying within strips of land 75.75 links wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said portion 230 at a point bearing 260 degrees 54 minutes and distant 4 chains 58 links from the south-eastern corner of that portion and bears 6 degrees 26 minutes through a point on the eastern boundary of the said portion 230,—and said to be in the possession of Richard Alexander Clarke.

Also, all that piece or parcel of land situate as last aforesaid, being part of portion 196: Commencing at the north-western corner of the said portion 196; and bounded thence on the north by part of the northern boundary of that portion bearing 80 degrees 75.37 links; on the south-east by a line bearing 185 degrees 30 minutes to the western boundary of the said portion 196; and on the west by part of that boundary bearing north to the point of commencement,—and said to be in the possession of R. I. Murry.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portion 256 lying within strips of land 75.75 links wide on both sides of the centre line of the transmission line which intersects the generally south-eastern boundary of the said portion 256 at a point bearing 224 degrees 2 minutes and distant 15 chains 20.2 links from the south-eastern corner of that portion; and bears thence 5 degrees 31 minutes for a distance of 15 chains 07.4 links; and thence 28 degrees 50 minutes 20 seconds through a point on the generally northern boundary of the said portion 256,—and said to be in the possession of Frederick Oswald Lambert.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portions 248, 255 and 268 lying within strips of land 75.75 links wide on both sides of the centre line of the transmission line which intersects the western boundary of portion 165 at a point bearing 359 degrees 15 minutes and distant 2 chains 89.9 links from the south-western corner of that portion; and bears thence 209 degrees 5 minutes 30 seconds for a distance of 5 chains 45.6 links, 208 degrees 59 minutes 20 seconds 21 chains 11 links; and thence 208 degrees 53 minutes 30 seconds through a point on the southernmost southern boundary of the said portion 256,—and said to be in the possession of Isabella Irene Murray.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portions 164 and 165 lying within strips of land 75.75 links wide on both sides of the centre line of the transmission line which intersects the western boundary of the said portion 165 at a point bearing 359 degrees 18 minutes and distant 2 chains 89.9 links from the south-western corner of that portion and bears 29 degrees 5 minutes 30 seconds through a point on the northern boundary of the said portion 164,—and said to be in the possession of F. O. Lambert.

Also, all that piece or parcel of land situate as last aforesaid, being part of portion 176: Commencing at the south-eastern corner of the said portion 176; and bounded thence on the south by part of the southern boundary of that portion bearing 269 degrees 27 minutes 7 chain 24.9 links; on the north-west by a line bearing 29 degrees 5 minutes 30 seconds to the eastern boundary of the said portion 176; and on the east by part of that boundary bearing south to the point of commencement,—and said to be in the possession of Hector Gallan.

And also, all that piece or parcel of land situate as last aforesaid, being that part of portion 175 lying within strips of land 75.75 links wide on both sides of the centre line of the transmission line which intersects the eastern boundary of the said portion 175 at a point bearing 178 degrees 53 minutes and distant 6 chains 54.2 links from the north-eastern corner of that portion; and bears thence 217 degrees 54 minutes 30 seconds for a distance of 34 chains 91.1 links; and thence 239 degrees 5 minutes 30 seconds through a point on the western boundary of the said portion 175,—and said to be in the possession of G. E. Wynter. (M.S. 53-2,151) (399)

705 715 717

John  
John & Co.  
5019/174  
Plan B

5019/5  
Plan E

362/130  
Plan F

463/219  
Plan G

Open  
By plan

Plan  
By plan

928-235

124/120

132/15

150/125

501/150

4590/100

501/150

405/100

Sydney: A. H. Pettifer, Government Printer—1935.

This is the copy Gazette Notification referred to in the annexed Certificate.

Witness *Rosamund*

*A. H. Pettifer*

*Agreement*  
*7/11/35*  
*A. H. Pettifer*

G 349328

No. ....

LODGED by  
 State Crown Solicitor,  
 237 Macquarie Street,  
 Sydney.

NOTICE OF RESUMPTION  
of Easement.

The Electricity Commission  
 of New South Wales.

A2 11/1/55

*8 Plans (Attached)*  
*J. H. Pell*  
 13/1/55

M.F.D.

Particulars entered in Register Book,  
 as per schedule  
 Vol. Fol.

Schedule Referred To

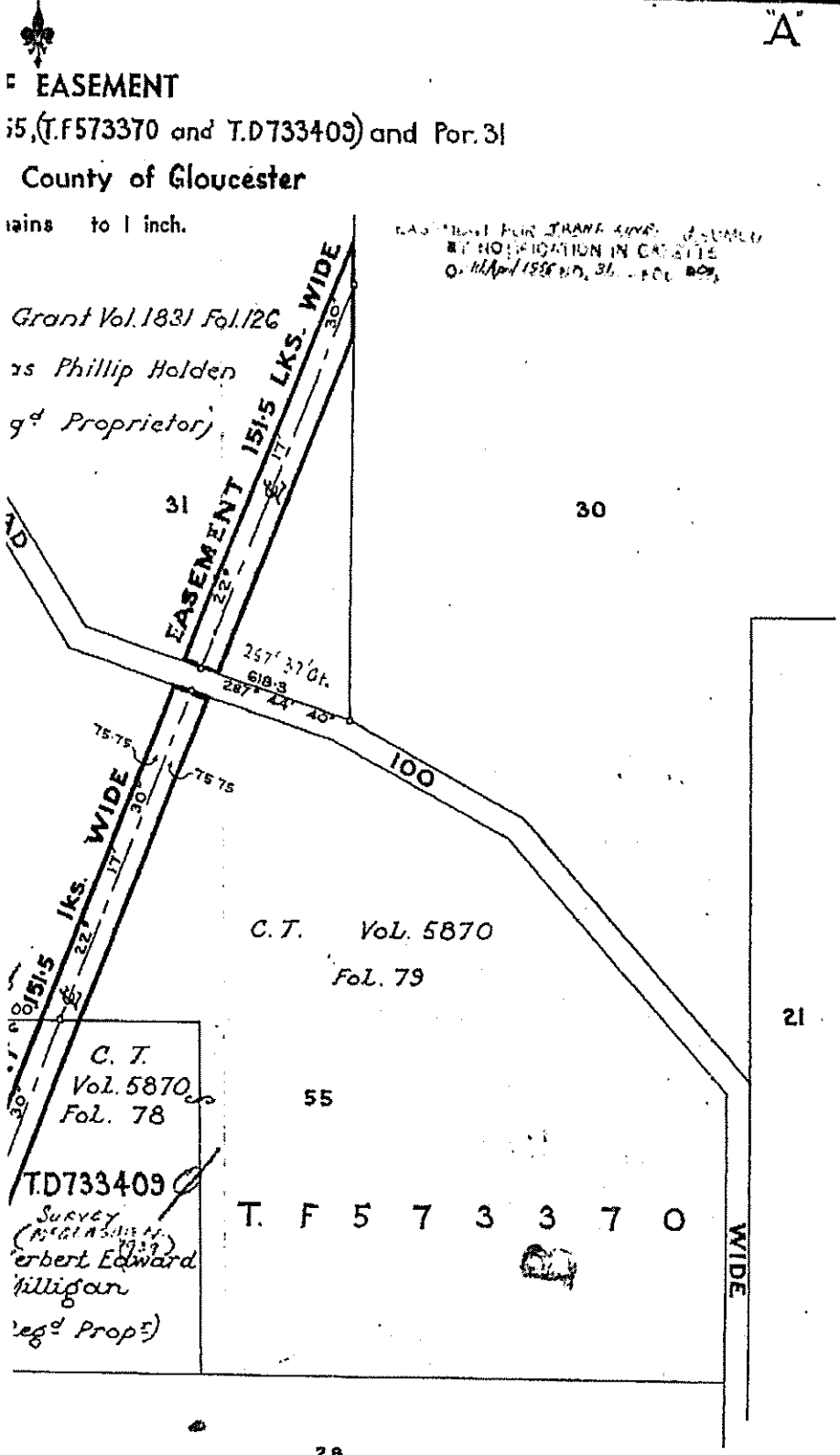
Vol.	Fol.	Vol.	Fol.	Vol.	Fol.
122	187		5019	174	
928	335	P	5052	57	
1228	209		5870	78	P
1831	126		5876	77	
3627	180				
4590	68				
4655	206				
4827	219	P			
5019	168				

the 19.55  
 (1st day of December) at minutes 22 o'clock in the noon.  
 C 899353 (D)  
 O 173895  
 O 855174  
 O 873626  
 O 945471  
 O 573372  
 O 921377

*J. H. Pell*  
 Registrar-General



(4) Notice re: 3627/100



**EASEMENT**  
 (T.F573370 and T.D733409) and Por. 31  
 County of Gloucester

Scale to 1 inch.

Grant Vol. 1831 Fol. 126  
 as Phillip Holden  
 9<sup>th</sup> Proprietor

EASEMENT FOR TRANSFORMER  
 BY NOTIFICATION IN CASE 115  
 On 11 April 1988 Vol. 36 - Fol. 809

C. T.  
 Vol. 5870  
 Fol. 78  
 T.D733409  
 Survey  
 (REGISTERED)  
 Herbert Edward  
 Milligan  
 (reg<sup>d</sup> Prop<sup>r</sup>)

T. F 5 7 3 3 7 0

*Requisition*  
 Surveyor registered under the Surveyors Act, 1929  
 Date: 7/1/52

DEPT. OF RAILWAYS, NEW SOUTH WALES ELECTRICAL BRANCH	Dwn.	R.T.A.	Passed	R.W. MACKAY
	Ycd.	R.T.R.	1/1/52	per <i>[Signature]</i> 13-1-53
	Chd.	M.A.C.		CHIEF ELECTRICAL ENGINEER
132 KV TRANSMISSION LINE WARATAH TO TAREE				LE 68286

Signatures of parties to be made in this margin

This is the plan referred to as annexure to the \_\_\_\_\_ from \_\_\_\_\_ to the Commissioner for Railways \_\_\_\_\_ day of \_\_\_\_\_

Solicitor for Railways

S.B. 1448792

G 349328 (No. of Eplans)

Shire of Manning

NEGATIVE ORIGINAL

PLAN OF  
being part of land in Part  
Parish of Talawahl

Scale: 5 ct

Part of Section "A"  
29<sup>th</sup> July 1881  
Robert Simpson

Crown  
Thom  
(Re.  
RO

26

ROAD

T. F 5 7 3 3 7 0  
No p 120

15

55

William Stanton Holder  
(Reg<sup>d</sup> Prop<sup>r</sup>)

100  
WIDE

85° 55' 00"

2012 CT  
2011-1

85° 45' 00"  
490

ROAD 100

83

WIDE  
EASEMENT  
202  
H A  
(R

plan agrees with  
gazette A 111

Centre Line of Transmission Line shown thus: ————

This margin to be left free from notation

58.1479

G349328 (No 7 of 8 plans) 1989199

Shire of Manning

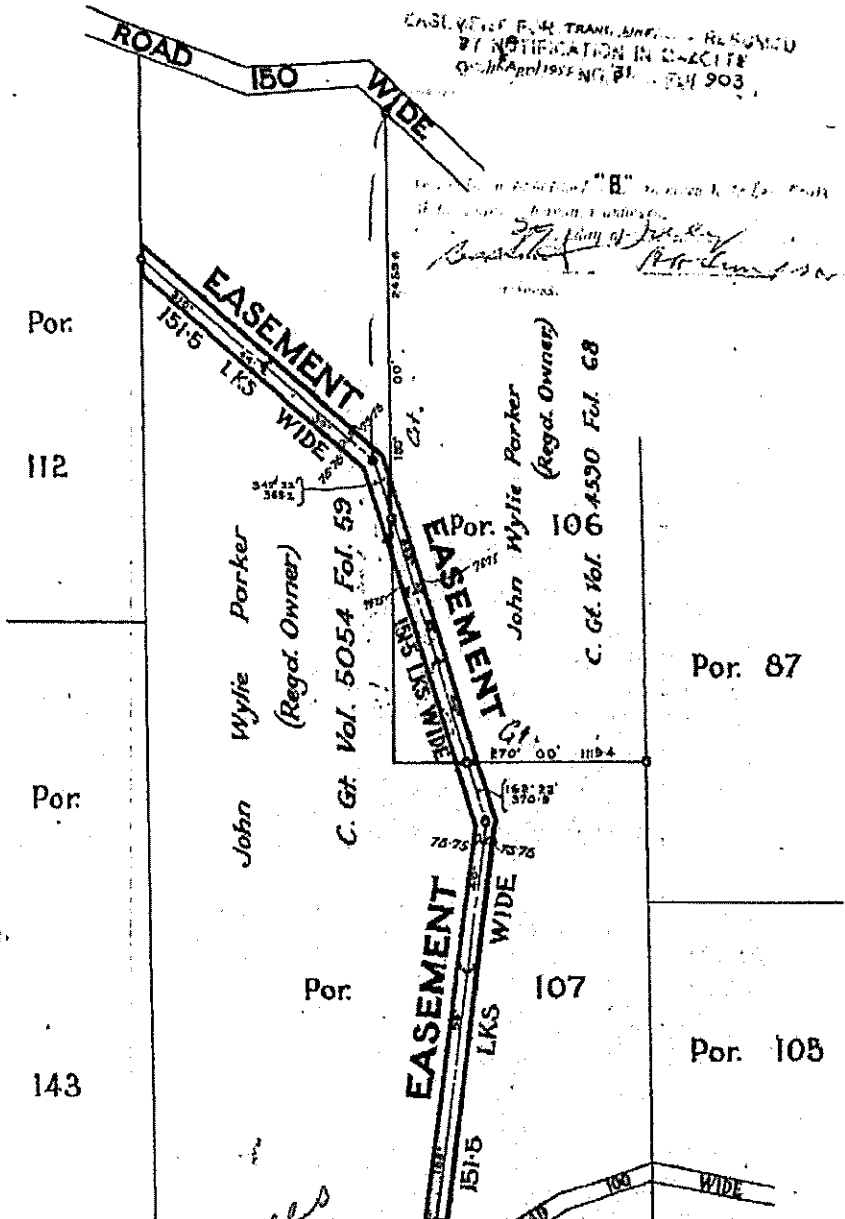
"B"

**PLAN OF EASEMENT**

being parts of portions 106 and 107

Parish of Talawahl County of Gloucester

Scale: 8 Chains to 1 inch.



ENSLAVED FOR TRANSMISSION REASONED  
 21 NOTIFICATION IN GAZETTE  
 GAZETTE NO. 31. FEB 903.

"B" ...  
 ...  
 ...

This margin to be left free from notation

Signatures of parties to be made in this margin

Solicitor for Railways

*Plan agrees  
 with gazette  
 132  
 As of 1/11/55*

Surveyors registered under the Surveyors Act, 1929  
 Date: 1/11/55

Centre line of Transmission Line shown thus

DEPT. OF RAILWAYS, NEW SOUTH WALES ELECTRICAL BRANCH	Dep.	J.D.H.	Passed	R.V. MACKAY per CHIEF ELECTRICAL ENGINEER
	Tod.	J.D.H.		
132KV TRANSMISSION LINE WARATAH to TAREE	OKd.	R.V.		LE 68124

This is the plan referred to as annexure to the  
 from \_\_\_\_\_ to the Commissioner for Railways  
 dated the \_\_\_\_\_ day of \_\_\_\_\_

Witness \_\_\_\_\_



G349328 (No 6 of 8 plans) 24891 85

Shire of Manning

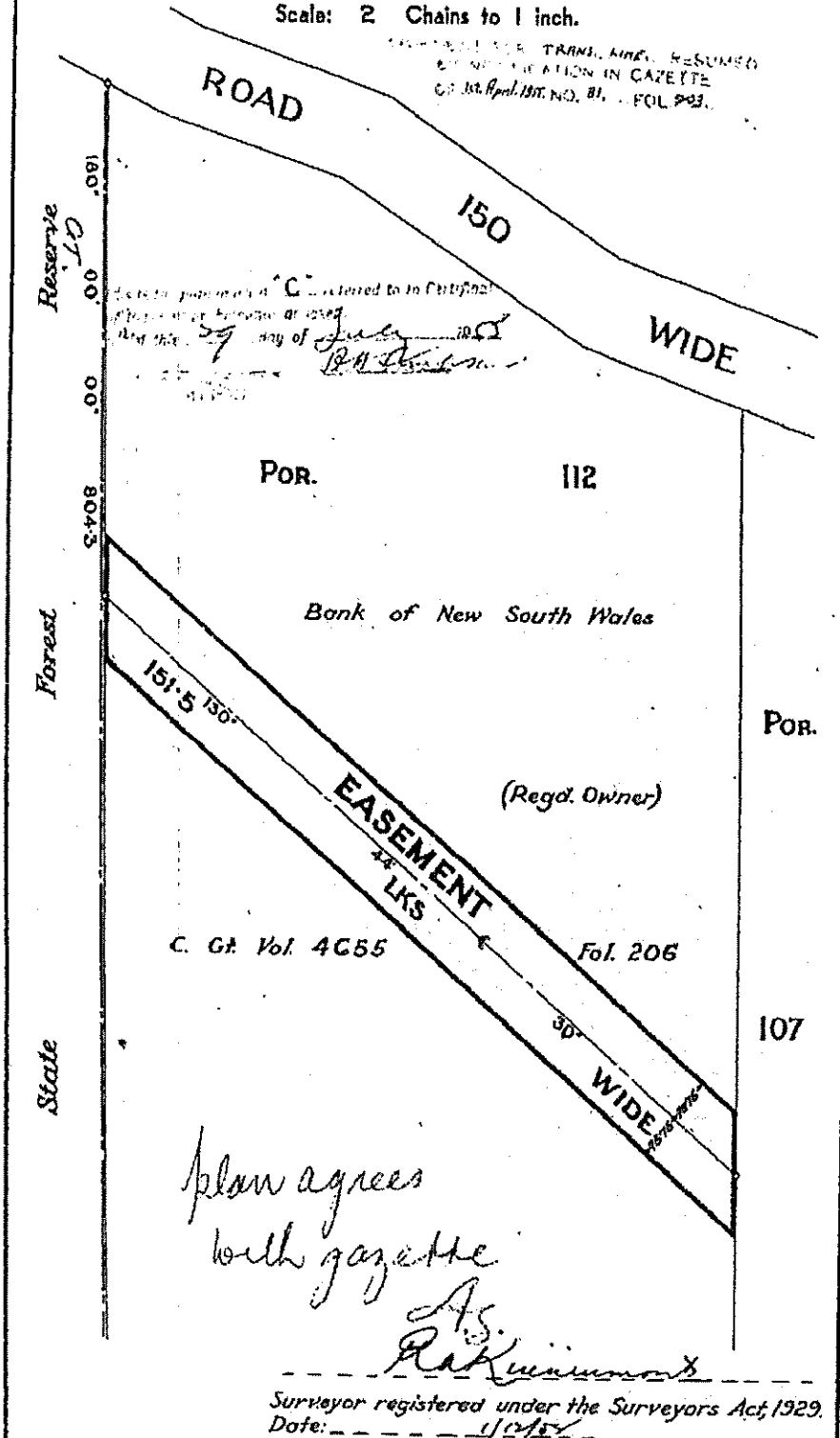
**PLAN OF EASEMENT**

being part of portion 112

Parish of Talawahl County of Gloucester

Scale: 2 Chains to 1 inch.

TRANS. LINE. RESUMED  
 BY NOTIFICATION IN GAZETTE  
 OF 1st April 1911, NO. 81, VOL. 903.



This margin to be left free from notation

Signatures of parties to be made in this margin

Solicitor for Railways

This is the plan referred to as annexure to the \_\_\_\_\_  
 from \_\_\_\_\_ to the Commissioner for Railways  
 dated the \_\_\_\_\_ day of \_\_\_\_\_

Witness \_\_\_\_\_

*plan agrees  
 with gazette*

*A.S.  
 R. Kinnear*

Surveyor registered under the Surveyors Act, 1929.  
 Date: 1/1/11

Centre line of Transmission Line shown thus: \_\_\_\_\_

DEPT. OF RAILWAYS, NEW SOUTH WALES ELECTRICAL BRANCH	Drw.	J.A.H.	Passed	R.W. MACKAY per 2/1/11-1/1/11 CHIEF ELECTRICAL ENGINEER
	Ted.	J.A.H.		
	Chk.	R.V.K.		
132 kV TRANSMISSION LINE WARATAH TO TAREE				LE 6 8 1 2 5

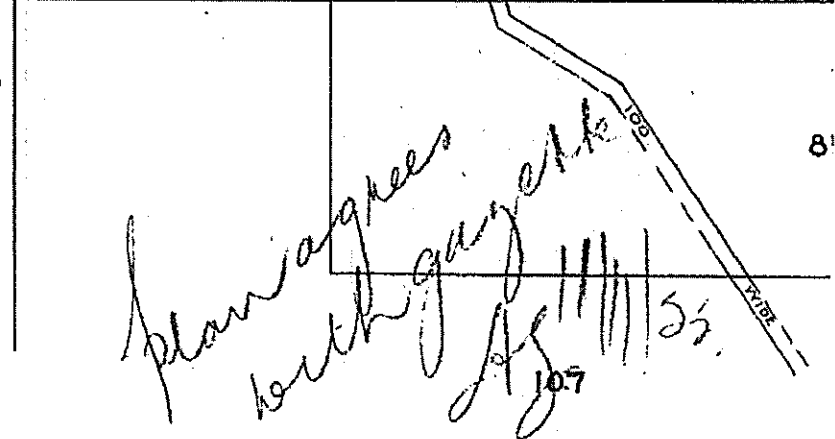
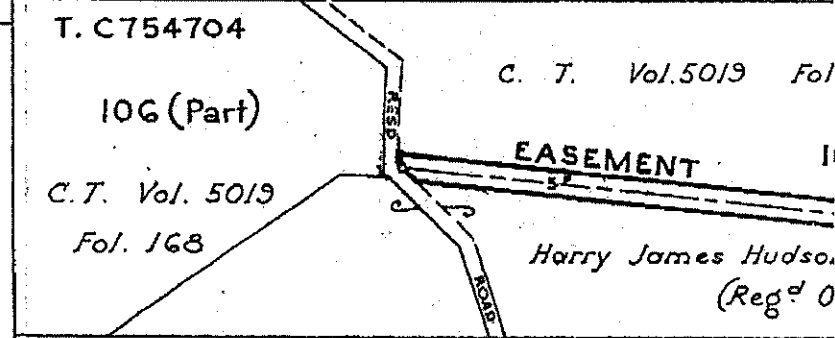
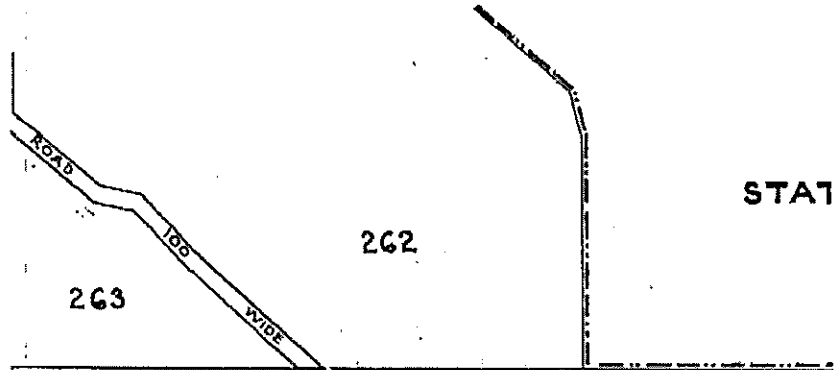
G349328 (No. of plans)

Shire of Manning

PLAN OF  
being part of  
Parish of Tinonee

Scale: 8 chd

This plan is a plan "D" entered in the Certificate  
of Title for the land described  
being the 29<sup>th</sup> of 106  
*Robert B. Thompson*



Centre Line of Transmission Line shown thus: — — — — —

This margin to be left free from notation

58 14878

**EASEMENT**

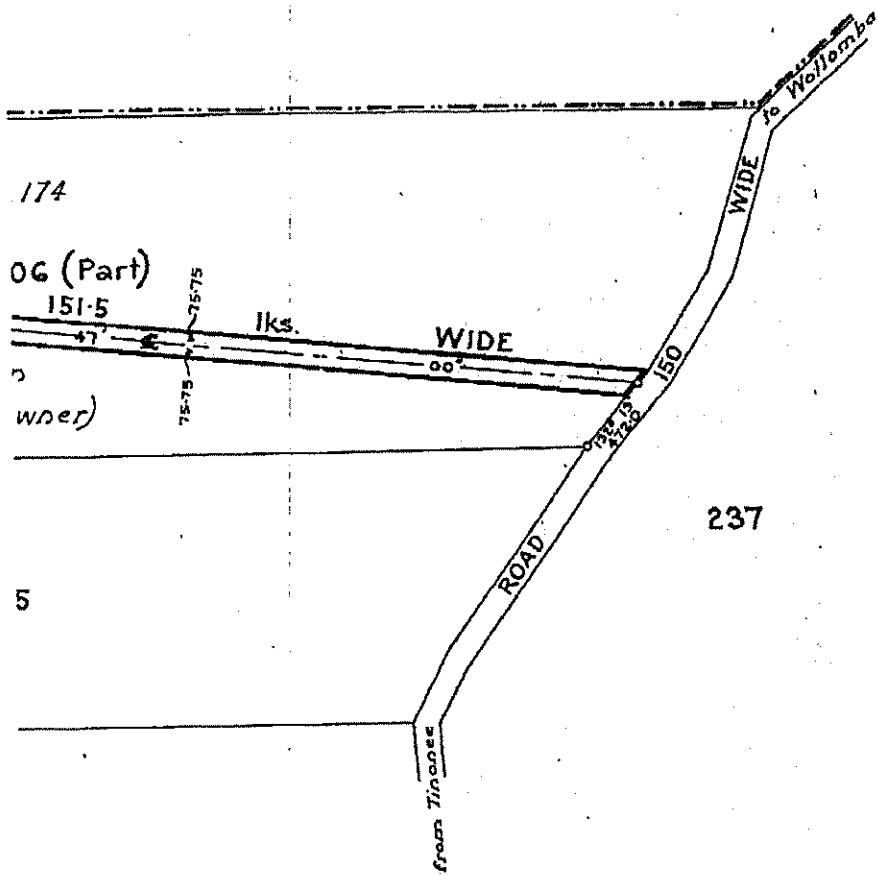
Portion 106

County of Gloucester

Ins to 1 inch.

AGREEMENT FOR TRANSFER AND  
 BY NOTIFICATION IN GRANT OF  
 DE. 10/10/1954

'E FOREST N<sup>o</sup>298



*R. K. ...*  
 Surveyor registered under the Surveyors Act, 1929  
 Date: 31/10/54

DEPT. OF RAILWAYS, NEW SOUTH WALES ELECTRICAL BRANCH	Dir.	RTR	Passed	R.W. MACKAY per
	Tel.	RTR		2/10 22.12.54 CHIEF ELECTRICAL ENGINEER
	Ckd.	RTR		LE 68130

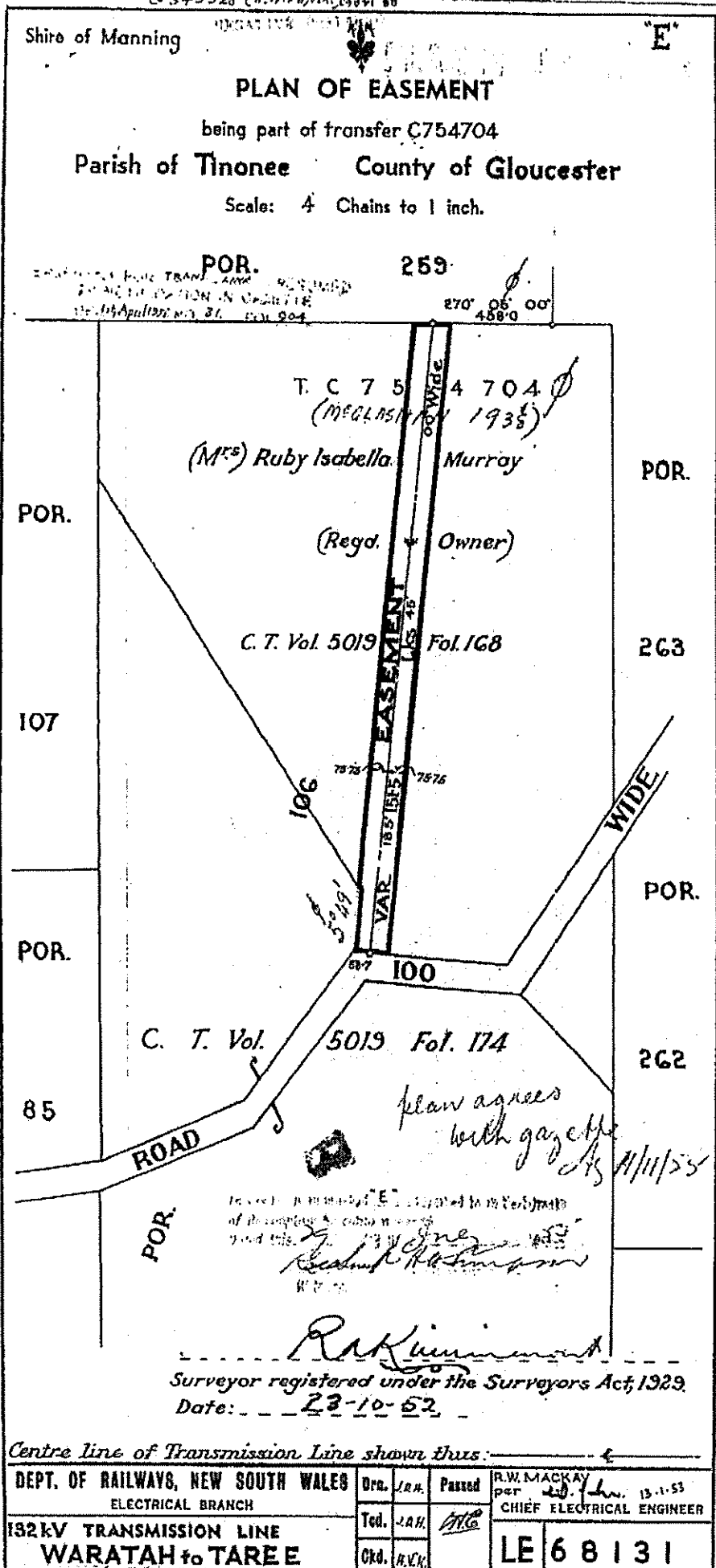
Signatures of parties to be made in this margin

Solicitor for Railways

This is the plan referred to as annexure to the  
 from to the Commissioner for Railways  
 dated the day of

Witness

S.B. 14878c

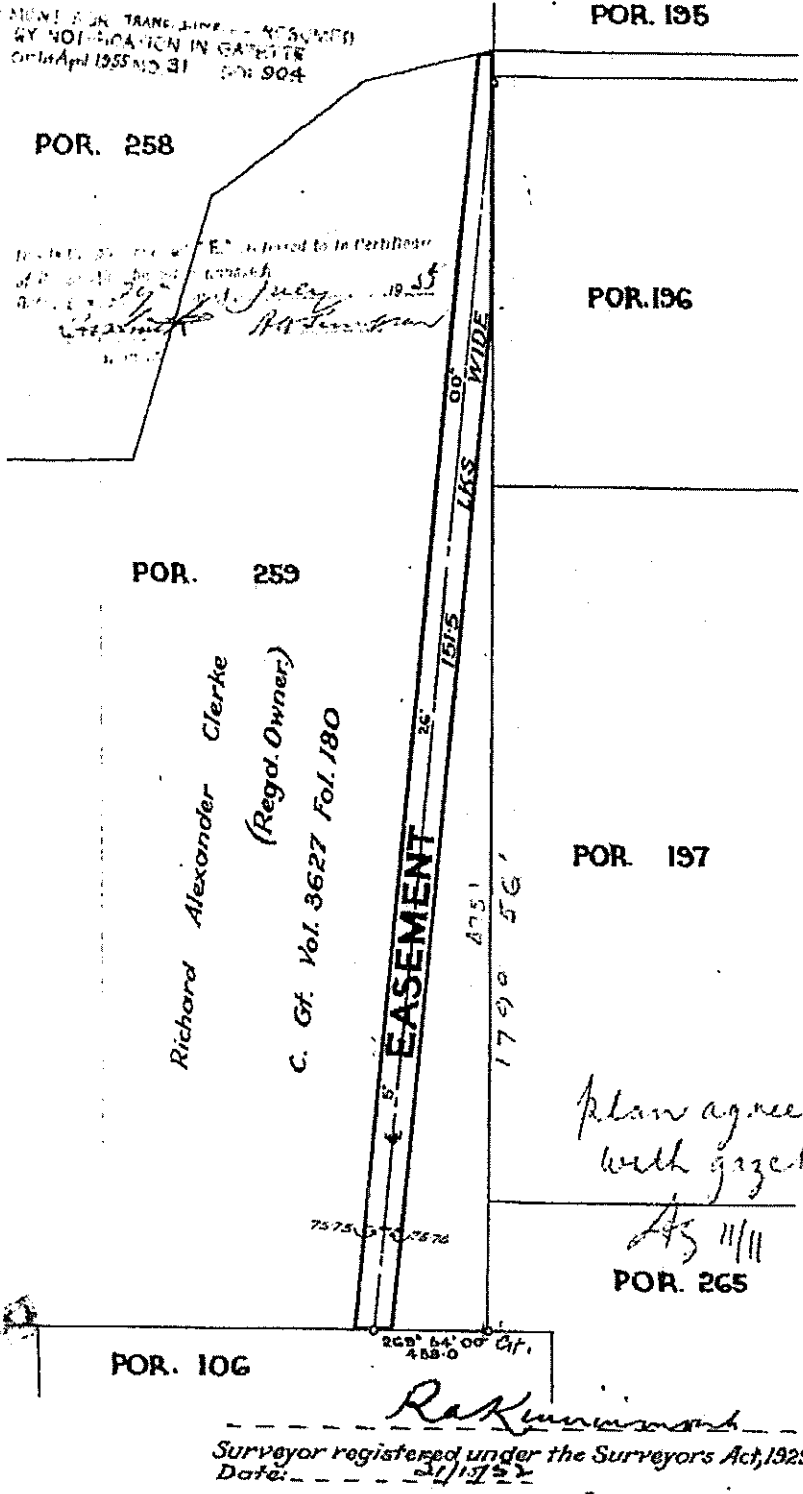


Shire of Manning  
**PLAN OF EASEMENT**

being part of portion 259  
 Parish of Tinonee County of Gloucester

Scale: 5 Chains to 1 inch.

NOTED FOR TRANSMISSION LINE AS SHOWN BY NOTIFICATION IN GAZETTE dated April 1955 No. 31 Vol. 904



This margin to be left free from notation

Signatures of parties to be made in this margin

Solicitor for Railways

This is the plan referred to as annexure to the \_\_\_\_\_  
 from \_\_\_\_\_ to the Commissioner for Railways  
 dated the \_\_\_\_\_ day of \_\_\_\_\_

Witness \_\_\_\_\_

Centre line of Transmission Line shown thus: \_\_\_\_\_

DEPT. OF RAILWAYS, NEW SOUTH WALES ELECTRICAL BRANCH	Drn.	J.M.H.	Passed	R.W. MACKAY per CHIEF ELECTRICAL ENGINEER
	Ycd.	J.M.H.		
	Okd.	R.V.X.		
132kV TRANSMISSION LINE WARATAH to TAREE				LE 68132

Shire of Manning

**PLAN OF EASEMENT**

being part of Portion 196

Parish of Tinonee County of Gloucester

Scale: 4 Chains to 1 inch.

GAZETTED FOR TRANS. LINE  
 BY NOTIFICATION IN GAZETTE  
 OF 24 April 1952, 31. 1952

*Handwritten notes and signatures at the top of the plan.*

Por. 258

Por. 195

90° 00' 00"  
78.27

ROAD 100 WIDE

Crown Grant  
 Vol. 4837 Fol. 219

EASEMENT

Por. 196

(Mrs) Ruby Isabella Murray  
 (Reg<sup>d</sup> Proprietor)

Por. 259

Por. 197

*Agrees with  
 gazette*

*Re R. K. ...*

Surveyor registered under Surveyors Act, 1929  
 Date: 3/1/52

This margin to be left free from notation

Signatures of parties to be made in this margin

Solicitor for Railways

This is the plan referred to as annexure to the  
 from \_\_\_\_\_ to the Commissioner for Railways  
 dated the \_\_\_\_\_ day of \_\_\_\_\_

Witness

DEPT. OF RAILWAYS, NEW SOUTH WALES ELECTRICAL BRANCH	Drn.	RTR	Passed	R.W. MACKAY per: <i>[Signature]</i> 13-1-53
	Tod.	RTR	<i>[Signature]</i>	CHIEF ELECTRICAL ENGINEER
	Ckd.	RTR		LE 6 8 1 3 3
132KV TRANSMISSION LINE WARATAH TO TAREE				

Shire of Manning

**PLAN OF EASEMENT**

being part of Pors. 164, 165, 175 & 176

Parish of Tinonee County of Gloucester

Scale: 8 Chains to 1 inch.

EASEMENT FOR TRANS. LINE. RESERVED BY NOTIFICATION IN GAZETTE OF 21/1/1955 NO. 31. FOR 928.

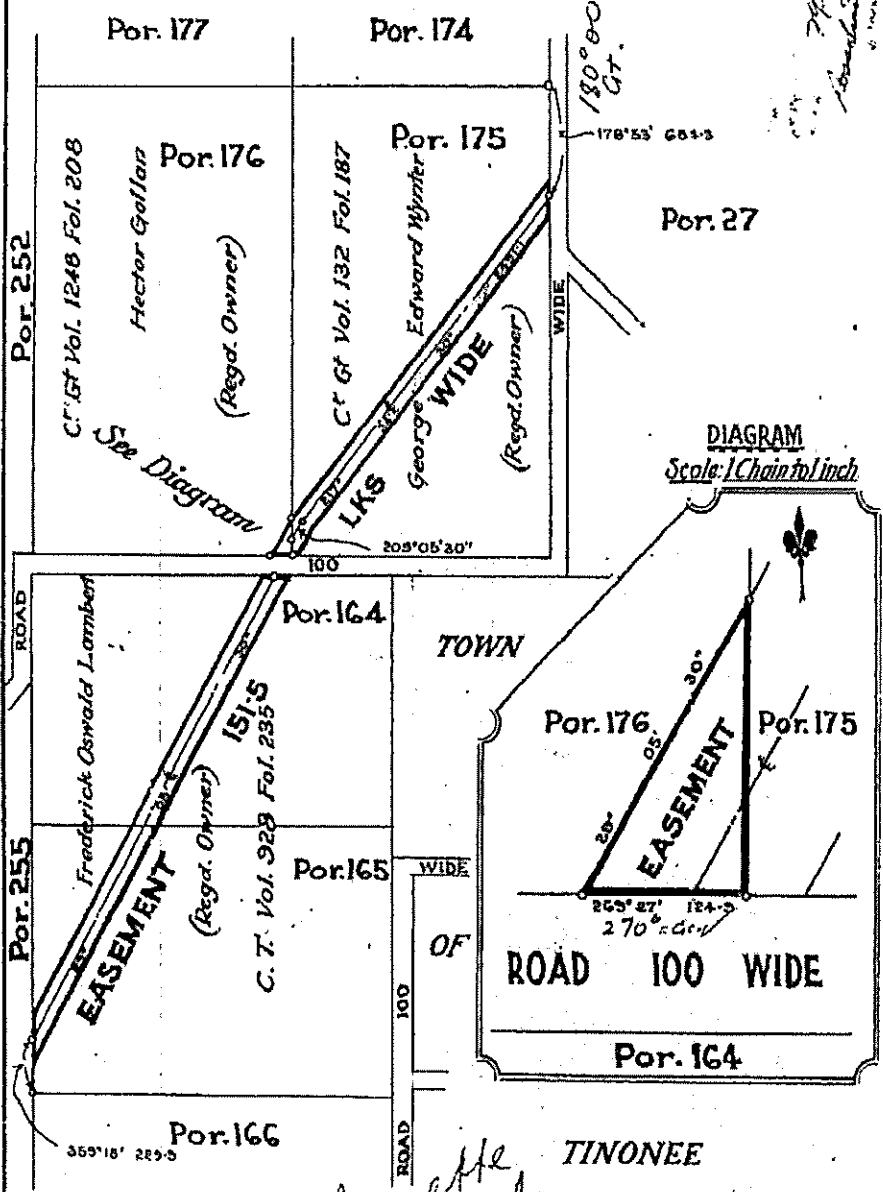
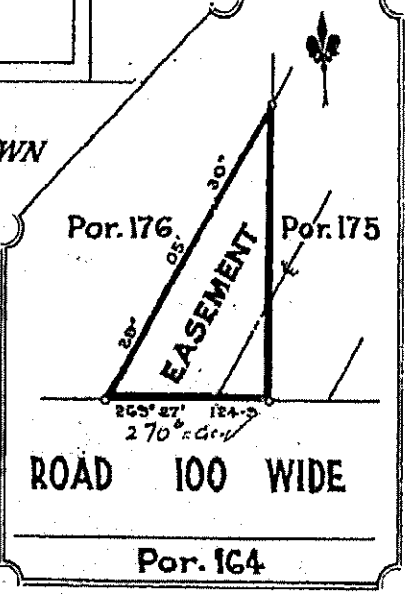


DIAGRAM  
Scale: 1 Chain to 1 inch



This margin to be left free from notation

Signatures of parties to be made in this margin

Solicitor for Railways

*Plan agrees with gazette As R. J. Cunningham*

Surveyor registered under the Surveyors Act 1929  
 Date: 18/9/55

Centre line of Transmission Line shown thus: ————

DEPT. OF RAILWAYS, NEW SOUTH WALES ELECTRICAL BRANCH 132 KV TRANSMISSION LINE WARATAH to TAREE	Des.	JAH	Passed	R.W. MACKAY per. <i>[Signature]</i> CHIEF ELECTRICAL ENGINEER LE 67588
	Ted.	JAH	<i>[Signature]</i>	
	Chd.	JAH		

This is the plan referred to as annexure to the \_\_\_\_\_  
 from \_\_\_\_\_ to the Commissioner for Railways  
 dated the \_\_\_\_\_ day of \_\_\_\_\_

Witness



# REQUEST

Real Property Act 1900



2361146 B

(A) **STAMP DUTY**  
If applicable.

Office of State Revenue use only

(B) **TITLE**  
Show no more than 20.

<b>SEE SCHEDULE</b>	
---------------------	--

(C) **REGISTERED DEALING**  
If applicable.

<b>SEE SCHEDULE</b>
---------------------

(D) **LODGED BY**

L.T.O. Box	Name, Address or DX and Telephone	Dealing Code
1170R	<b>PETER HOPLEY</b> 9 MARTIN STREET ROSELANDS, NSW, 2196	<i>OVER</i>
REFERENCE (max 15 characters):		

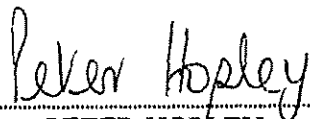
(E) **APPLICANT**

**THE NEW SOUTH WALES ELECTRICITY TRANSMISSION  
AUTHORITY**


(F) **REQUEST**

**REQUESTS:**

The Registrar - General pursuant to Section 46C of the Real Property Act 1900, to record the **NEW SOUTH WALES ELECTRICITY TRANSMISSION AUTHORITY** as the proprietor of the estate and interest in the easements defined in the Schedule hereto, in respect of which the Electricity Commission of New South Wales is registered as proprietor, such estate and interest having been transferred to the New South Wales Electricity Transmission Authority by virtue of Clause 4 (1) of Schedule 2 to the Electricity Transmission Authority Act, 1994.

  
 PETER HOPLEY  
 Authorised Agent of  
 New South Wales Electricity  
 Transmission Authority

CHECKED BY (office use only)

<i>016</i> 
---



TOMAGO - TAREE 132KV TRANSMISSION LINE

INDEX	PLAN	TITLE & DESCRIPTION			METHOD OF CREATION			DEALING	
102	P712	LOT 256	DP 753202	FI 256 / 753202 ✓	R.GG 1.4.1955	NO 31	FOL. 903		AB
103	P691	LOT 6	DP 261992	FI 6 / 261992 ✓	R.GG 1.4.1955	NO 31	FOL. 904		EA
		LOT 7	DP 261992	FI 7 / 261992 ✓	R.GG 1.4.1955	NO 31	FOL. 904		EA
		LOT 9	DP 261992	FI 9 / 261992 ✓	R.GG 1.4.1955	NO 31	FOL. 904		EA
104	P692	LOT 1	DP 573848	FI 1 / 573848 ✓	R.GG 1.4.1955	NO 31	FOL. 904	G349328	EA
		LOT 2	DP 612015	FI 2 / 612015 ✓	R.GG 1.4.1955	NO 31	FOL. 904	G349328	EA
		LOT 4	DP 612015	FI 4 / 612015 ✓	R.GG 1.4.1955	NO 31	FOL. 904	G349328	EA
		LOT 6	DP 604792	FI 6 / 604792 ✓	R.GG 1.4.1955	NO 31	FOL. 904	G349328	EA
		LOT 175	DP 753202	FI 175 / 753202 ✓	R.GG 1.4.1955	NO 31	FOL. 904	G349328	EA
106	P3311	LOT 5	DP 259248	FI 5 / 259248 ✓	R.GG 30.3.1961	NO 38	FOL. 967		EA
		LOT 22	DP 713007	FI 22 / 713007 ✓	GRANT of EASEMENT			BOOK 2955 NO 339	LB
107	P3310	LOT 4	DP 613055	FI 4 / 613055 ✓	R.GG 30.3.1961	NO 38	FOL. 967	H955012	EA
		LOT 16	DP 613588	FI 16 / 613588 ✓	R.GG 30.3.1961	NO 38	FOL. 967	H955012	EA
		<del>LOT 5</del>	<del>DP 263657</del>	<del>FI 5 / 263657</del>	<del>R.GG 30.3.1961</del>	<del>NO 38</del>	<del>FOL. 967</del>	<del>H955012</del>	
		LOT 13	DP 773291	FI 13 / 773291 ✓	R.GG 30.3.1961	NO 38	FOL. 967	H955012	EA
		LOT 4	DP 617608	FI 4 / 617608 ✓	R.GG 30.3.1961	NO 38	FOL. 967	H955012	EA
108	P3309	LOT 85	DP 818028	FI 85 / 818028 ✓	TRANSFER and GRANT			Z986598	EA
109	P3477	LOT 2	DP 849295	FI 2 / 849295 ✓	R.GG 30.3.1961	NO 38	FOL. 967	H955012	EA
		LOT 2	DP 849295	FI 2 / 849295 ✓	TRANSFER and GRANT			I462662	EA
		LOT 81	DP 31683	FI 81 / 31683 ✓	R.GG 30.3.1961	NO 38	FOL. 967	H955012	EA
		* Not shown - title							

(G)

STANDARD EXECUTION

Certified correct for the purposes of the Real Property Act 1900.  
Signed in my presence by the Applicant who is personally known to me.

DATE ..... 30th July 1996 .....

*Elizabeth Mitchell*  
.....  
Signature of Witness

ELIZABETH MITCHELL

.....  
Name of Witness (BLOCK LETTERS)

4 NORTH LIVERPOOL ROAD, HECKENBERG, NSW, 2168

.....  
Address of Witness

*Kevin Hopley*  
.....  
Signature of Applicant

Authorised Agent of  
New South Wales Electricity  
Transmission Authority

EXECUTION INCLUDING STATUTORY DECLARATION

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this Application correct for the purposes of the Real Property Act 1900. Made and subscribed at .....  
in the State of ..... on ..... 19 ..... in the presence of

.....  
Signature of Witness

.....  
Name of Witness (BLOCK LETTERS)

.....  
Address and Qualification of Witness

.....  
Signature of Applicant







R 532560



79 NOV 9 11 AM  
 SOUTH WALES  
 STAMP DUTY

SOUTH WALES

MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900

OFFICE USE ONLY

G	C/K
\$	21

This form is for use where the above form of transfer is available.  
 Typewriting and handwriting should be clear, legible and in permanent black non-copying ink. No alterations should be made by erasure; the words corrected must be ruled through and verified by signature or initials in the margin.

(a) Full name, address and occupation of transferor.

(a) HECTOR WILLIAM GOLIAR of 16 Bobin Road, Sadleir, Clerk

hereinafter referred to as the TRANSFEROR

(b) If a fee estate other than fee simple and add appropriate words.

being registered proprietor of an estate in fee simple<sup>(b)</sup>  
 in the land hereinafter described, subject to the following encumbrances and interests

(c) A short note will suffice. If an encumbrance is not yet registered, particulars sufficient for identification must be furnished.

(c) Reservations and conditions if any contained in Crown Grant.  
 Easement for transmission line affecting the south east corner of Lot 6 as shown on design plan.  
 Easement for pipeline 5 wide appurtenant to the subject Lot 6 over Lot 5 upon registration of the proposed plan of subdivision, connecting with easement for water over Lot 5 aforesaid.

in consideration of EIGHTEEN THOUSAND DOLLARS (\$ 18,000.00 )

(d) Insert appropriate words. If omitted, this space may be used in a case of a transfer by direction.

(d) (the receipt whereof is hereby acknowledged), paid to the transferor by<sup>(d)</sup>  
IAN CHARLES BARBERIE hereby transfers to

(e) Full name, address and occupation of transferee. If more than one transferee state whether joint tenants or tenants in common. Unless otherwise stated tenants in common will be presumed to hold in equal shares.

(e) IAN CHARLES BARBERIE of 18 Victoria Street, Taree BUSINESS PROPRIETOR

hereinafter referred to as the TRANSFEEE

an estate in fee simple<sup>(b)</sup>

in the land described in the following schedule

Reference to title		Whole or Part	Description of land if part only <sup>(d)</sup>	County	Parish
Volume	Folio				
13714	81	PART	Lot 6 in D.P. 604792	GLOUCESTER	TINGOEE

(f) Insert lot and plan number, section etc. See also sections 227 and 227AA Local Government Act, 1919.

CIT WITH D.P. 604792.

X  
 This being a duplicate of record certified in  
 State of New South Wales 1987 and 42

13987-42  
 23/11  
 Cancelled  
 13714-81  
 20/11

6 1188 87 437-3

RULE UP ALL BLANKS

6

The Transferee for himself his executors administrators and assigns hereby covenants with the transferors his executors administrators and assigns for the benefit of the adjoining land owned by the transferor namely Lot 5 in Deposited Plan but only during the ownership thereof by the transferor his executors administrators or assigns other than purchasers on sale that no fence shall be erected on the land hereby transferred to divide it from such adjoining lands without the consent of the transferor his executors administrators and assigns but such consent shall not be withheld if such fence be erected without expense to the transferor his executors administrators or assigns and in favour of any person dealing with the transferor or his executors administrators and assigns such consent shall be deemed to have been given in respect of every fence for the time being erected.

The benefit of the foregoing covenant shall be appurtenant to Lot 5 in the said plan of subdivision.

The burden of the foregoing covenant is upon the land hereby transferred.

The said covenant may be released varied or modified by the transferor (so long as he remains the registered proprietor of any adjoining land) and thereafter by the person or persons in whom the legal estate in fee simple is for the time being vested in the land having a common boundary with the land hereby transferred.

(g) Here insert any conditions, restrictions, covenants or exceptions intended to be included, drawn and restrictive covenants and comply with section 85 of the Conveyancing Act, 1919. If the space provided is insufficient, additional sheets of the same size and quality of paper as this form should be used. A heading margin of 11 inches and outer margin of not less than 1 inch should be preserved. Each additional sheet must be signed by the purchaser in the witness where.





R 532560 #

DEPARTMENTAL USE ONLY		<b>TO BE COMPLETED BY LODGING PARTY</b> <b>CALDWELL &amp; CO</b> Lodged by: <b>LAW STATIONERS</b> 92 PITT STREET, SYDNEY PHONE 233-1011 Address: Phone No. <b>DX 340 SYDNEY</b> <b>28A</b> Documents lodged herewith:	
TRANSFER		Subject to Covenant REGISTERED 29-11-1979 Signed _____ Registrar General	
Checked <i>[Signature]</i>		1. <i>Letter</i>	
Paid		2. <i>ACT</i>	
Signed <i>RHS AS</i>		3. <i>Del 29-11-79</i>	
		4.	
		Received Documents _____	Receiving Clerk _____
<b>AUTHORITY FOR USE OF INSTRUMENT OF TITLE<sup>(1)</sup></b> Authority is hereby given for the use of _____ _____ lodged (insert reference to certificate, grants or dealings) in connection with _____ for the (insert number of plan or dealing) registration of this dealing and for delivery to _____ _____ (BLOCK LETTERS) _____ Signature _____ Name (BLOCK LETTERS)			
<b>MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY</b> (To be signed at the time of executing the within dealing) The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within dealing. Signed at _____ the _____ day of _____ 19 _____ _____ Signature of attorney _____ Signature of witness			
<b>CERTIFICATE OF J.D. &amp; Co. TAKING DECLARATION OF ATTESTING WITNESSES<sup>(2)</sup></b> I certify that _____ the attesting witnesses to this dealing, appeared before me at _____ the _____ day of _____ 19 _____ and declared that he personally knew _____ _____ the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said _____ _____ is his own handwriting and that he was of sound mind and freely and voluntarily signed the same. _____ Signature _____ Name (BLOCK LETTERS) _____ Qualification			

(1) Unless the instrument of title has been lodged by the person lodging the dealing, or it has been lodged previously, the authority must be furnished by the person otherwise entitled to delivery of the certificate of title, section 24.

(2) Not required where dealing attested in accordance with note (b) in other cases to be signed by one of the persons referred to in note (a).

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## **Certificate under Section 149** **Environmental Planning & Assessment Act 1979**

Property Key:	16508	Cert No:	20181422
Ref:	30731:ES:KJ:9795	Page No:	1
Date:	8 February 2018	Debtor/Receipt No:	

Paton Hooke Lawyers Pty Ltd  
PO Box 770  
TAREE NSW 2430

Property Description: 74 Alpine Drive Tinonee NSW 2430  
**Lot 6 DP 604792**

### **Information Provided Pursuant to Section 149(2) of the Act**

This certificate contains information that Council is aware of through its records and environmental plans, along with data supplied by the State Government and other external agencies. The details contained in this certificate are limited to that required by section 149(2) of the Environmental Planning and Assessment Act 1979 and Regulations 2000.

The accuracy and currency of details provided by agencies external to Council have not been verified by Mid-Coast Council and should be verified by the applicant.

### **1 Names of Relevant Planning Instruments and DCPs**

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

#### **Local Environmental Plans(s):**

Greater Taree Local Environmental Plan 2010 applies to the carrying out of development on the land.

#### **State Environmental Planning Policies:**

State Environmental Planning Policy No 14 – Coastal Wetlands  
State Environmental Planning Policy No 15 – Rural Landsharing Communities  
State Environmental Planning Policy No 21 – Caravan Parks  
State Environmental Planning Policy No 26 – Littoral Rainforests  
State Environmental Planning Policy No 30 – Intensive Agriculture  
State Environmental Planning Policy No 32 – Urban Consolidation (Redevelopment of Urban Land)  
State Environmental Planning Policy No 33 – Hazardous and Offensive Development  
State Environmental Planning Policy No 36 – Manufactured Home Estates  
State Environmental Planning Policy No 44 – Koala Habitat Protection  
State Environmental Planning Policy No 50 – Canal Estate Development  
State Environmental Planning Policy No 55 – Remediation of Land

State Environmental Planning Policy No 62 – Sustainable Aquaculture  
State Environmental Planning Policy No 64 – Advertising and Signage  
State Environmental Planning Policy No 65 – Design Quality of Residential Flat Development  
State Environmental Planning Policy No 71 – Coastal Protection  
State Environmental Planning Policy (Affordable Rental Housing) 2009  
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004  
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017  
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008  
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004  
State Environmental Planning Policy (Infrastructure) 2007  
State Environmental Planning Policy (Major Development) 2005  
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007  
State Environmental Planning Policy (Rural Lands) 2008  
State Environmental Planning Policy (State and Regional Development) 2011  
State Environmental Planning Policy (Temporary Structures) 2007  
State Environmental Planning Policy (Urban Renewal) 2010  
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017. This Policy applies to the specifically designated non-rural zones under clause 5 of the Policy.  
Draft State Environmental Planning Policy (Infrastructure) Amendment (Review) 2016

- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the Council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

The land IS affected by draft Coastal Management SEPP 2016 (whole of lot).

The land MAY be affected by a general amendment package to Greater Taree LEP 2010.

- (3) The name of each development control plan that applies to the carrying out of development on the land.

Development Control Plan 2010 applies to the carrying out of development on the land.

## **2 Zoning and Land Use under Relevant LEPs**

- (a) the identity of the zone/s applying to the land:

R5 Large Lot Residential

- (b) the purposes for which Greater Taree Local Environmental Plan 2010 provides that development may be carried out within the zone without the need for development consent,

See Part 2 (Permitted or Prohibited Development), Part 3 (Exempt & Complying Development) and Schedule 2 (Exempt Development) of the Greater Taree Local Environmental Plan 2010,

- (c) the purposes for which Greater Taree Local Environmental Plan 2010 provides that development may not be carried out within the zone except with development consent,

See Part 2 (Permitted or Prohibited Development), Part 3, (Exempt & Complying Development), Schedule 1 (Additional Permitted Uses) and Schedule 3 (Complying Development) of the Greater Taree Local Environment Plan 2010,

- (d) the purposes for which Greater Taree Local Environment Plan 2010 provides that development is prohibited within the zone,

See Part 2 (Prohibited Development) of the Greater Taree Local Environment Plan 2010.

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

There are NO development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

- (f) whether the land includes or comprises critical habitat,

The land DOES NOT comprise critical habitat.

- (g) whether the land is in a conservation area (however described),

The land is NOT in a conservation area.

- (h) whether an item of environmental heritage (however described) is situated on the land.

There are NO items of environmental heritage situated on the land.

## **2A Zoning and Land Use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006**

Not applicable.

## **3 Complying Development**

- (1) Whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (c), (d) and (e) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

- (2) If complying development may not be carried out on that land because of the provisions of clauses 1.17A (c), (d) and (e) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, the reasons why it may not be carried out under that clause.

### **Rural Housing Code**

- (1) Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Rural Housing Code may be carried out on the land.

*Disclaimer: This certificate only addresses matters raised in Clauses 1.17A (c), (d) and (e) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under*

*the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.*

**Housing Code**

- (1) Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Housing Code **may** be carried out on the land.

*Disclaimer: This certificate only addresses matters raised in Clauses 1.17A (c), (d) and (e) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.*

**General Development Code**

- (1) Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, General Development code **may** be carried out on the land.

*Disclaimer: This certificate only addresses matters raised in Clauses 1.17A (c), (d) and (e) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.*

**Housing Alterations Code**

- (1) Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Housing Alterations Code **may** be carried out on the land.

*Disclaimer: This certificate only addresses matters raised in Clauses 1.17A (c), (d) and (e) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.*

**Commercial and Industrial Alterations Code**

- (1) Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Commercial and Industrial Alterations code **may** be carried out on the land.

*Disclaimer: This certificate only addresses matters raised in Clauses 1.17A (c), (d) and (e) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.*

**Commercial and Industrial (New Buildings and Additions) Code**

- (1) Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Commercial and Industrial (New Buildings and Additions) code **may** be carried out on the land.

*Disclaimer: This certificate only addresses matters raised in Clauses 1.17A (c), (d) and (e) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.*

#### **Subdivision Code**

- (1) Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Subdivision code **may** be carried out on the land.

*Disclaimer: This certificate only addresses matters raised in Clauses 1.17A (c), (d) and (e) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.*

#### **Demolition Code**

- (1) Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Demolition Code **may** be carried out on the land.

*Disclaimer: This certificate only addresses matters raised in Clauses 1.17A (c), (d) and (e) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.*

#### **Fire Safety Code**

- (1) Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Fire Safety code **may** be carried out on the land.

*Disclaimer: This certificate only addresses matters raised in Clauses 1.17A (c), (d) and (e) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.*

## **4 Coastal Protection**

Whether or not the land is affected by the operation of section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that the council has been so notified by the Department of Finance, Services and Innovation.

The land IS NOT covered by any notice received by Council from the Department of Finance, Services and Innovation stating that the land is affected by Section 38 or 39 of the Coastal Protection Act, 1979.

### **4A Certain Information Relating to Beaches and Coasts**

- (1) In relation to a coastal council – whether an order has been made under Part 4D of the Coastal Protection Act 1979 in relation to temporary coastal protection works (within the

meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.

No order has been made on the land (or on public land adjacent to that land) under Part 4D of the Coastal Protection Act 1979.

(2) In relation to a coastal council:

(a) whether the council has been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and

Council HAS NOT been notified under section 55X of the Coastal Protection Act 1979 that temporary coastal protection works have been placed on the land (or on public land adjacent to that land).

(b) if works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

Not applicable

(3) (Repealed)

#### **4B Annual Charges under Local Government Act 1993 for Coastal Protection Services that Relate to Existing Coastal Protection Works**

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

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

#### **5 Mine Subsidence**

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*.

The land IS NOT within a mine subsidence district within the meaning of Section 15 of the Mine Subsidence Compensation Act, 1961.

#### **6 Road Widening and Road Realignment**

Whether or not the land is affected by any road widening or road realignment under:

(a) Division 2 of Part 3 of the Roads Act 1993, or

(b) Any environmental planning instrument, or

(c) Any resolution of the council.

The land IS NOT affected by any road widening or road realignment under either Division 2 of Part 3 of the Roads Act 1993; any environmental planning instrument; or any resolution of Council.

## 7 Council and other Public Authority Policies on Hazard Risk Restrictions

Whether or not the land is affected by a policy:

- (a) adopted by council, or
- (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

The land IS NOT affected by a policy adopted by Council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

The land IS NOT affected by a policy adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in the planning certificates issued by the Council, that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk.

### 7A Flood Related Development Controls Information

- (1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

Development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) IS NOT subject to flood related development controls.

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

Development on the land or part of the land for any other purpose IS NOT subject to flood related development controls.

- (3) Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

## 8 Land Reserved for Acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.

Greater Taree LEP 2010 DOES NOT make provision for the acquisition of the land by a public authority as referred to in S27 of the Act.



## 9 Contributions Plans

The name of each contributions plan applying to the land.

The Greater Taree Section 94 Contributions Plan 2016 applies to this land if developed for residential purposes (includes urban and rural subdivisions and dwellings). See plan for exceptions.

The Greater Taree Section 94A Contributions Plan 2016 applies to this land if developed for industrial, commercial, tourist and visitor accommodation and all other non-residential development costing more than \$200,000. See plan for exceptions.

## 9A Biodiversity Certified Land

If the land is biodiversity certified land (within the meaning of Part 7AA of the Threatened Species Conservation Act 1995).

The land IS NOT biodiversity certified land (within the meaning of Part 7AA of the Threatened Species Conservation Act 1995).

## 10 Biobanking Agreements

If the land is land to which a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 relates, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Director-General of the Department of Environment, Climate Change and Water).

The land IS NOT subject to a biobanking agreement under Part 7A of the Threatened Species Conservation 1995.

## 11 Bushfire Prone Land

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.

The land or part thereof IS shown as bushfire prone land on the map marked 'Greater Taree LGA - Bushfire Prone Land Map', endorsed by the NSW Rural Fire Service.

## 12 Property Vegetation Plans

If the land is land to which a property vegetation plan under the Native Vegetation Act 2003 applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

A property vegetation plan under the Native Vegetation Act 2003 DOES NOT apply to the land.

## 13 Orders under Trees (Disputes Between Neighbours) Act 2006

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

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

#### 14 Directions under Part 3A

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

Part 3A of the Environmental Planning and Assessment Act 1979 has been repealed.

#### 15 Site Compatibility Certificates and Conditions for Seniors Housing

If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies:

- (a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include
  - (i) the period for which the certificate is current, and
  - (ii) that a copy may be obtained from the head office of the Department of Planning, and
- (b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

There is NO current site compatibility certificate (seniors housing) of which Council is aware, in respect of proposed development on the land.

#### 16 Site Compatibility Certificates for Infrastructure

A statement of whether there is a valid site compatibility certificate (infrastructure), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (a) the period for which the certificate is valid, and
- (b) that a copy may be obtained from the head office of the Department of Planning.

There is NO valid site compatibility certificate (infrastructure), of which Council is aware, in respect of proposed development on the land.

#### 17 Site Compatibility Certificates and Conditions for Affordable Rental Housing

- (1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (a) the period for which the certificate is current, and
- (b) that a copy may be obtained from the head office of the Department of Planning.

- (2) A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

There is NO current site compatibility certificate (affordable rental housing), of which Council is aware, in respect of proposed development on the land.

### 18 Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.
- (2) The date of any subdivision order that applies to the land.

There is NO development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

There is NO subdivision order that applies to the land.

### 19 Site verification certificates

A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:

- (a) the matter certified by the certificate, and

**Note.** A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*.

- (b) the date on which the certificate ceases to be current (if any), and
- (c) that a copy may be obtained from the head office of the Department of Planning and Infrastructure.

There is NO current site verification certificate, of which council is aware, in respect of the land.

### 20 Loose-fill asbestos insulation

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

There is NO residential dwelling erected on this land that has been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

Contact NSW Fair Trading for more information.

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

- (a) that the land (or part of the land) to which the certificate relates is significantly contaminated land within the meaning of that Act,

The land to which the certificate relates IS NOT significantly contaminated land within the meaning of that Act.

- (b) that land to which the certificate relates is subject to a management order within the meaning of that Act,

The land to which the certificate relates IS NOT subject to a management order within the meaning of that Act.

- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act,

The land to which the certificate relates IS NOT the subject of an approved voluntary management proposal within the meaning of that Act.

- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act,

The land to which the certificate relates IS NOT subject to an ongoing maintenance order within the meaning of that Act.

- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act,

The land to which the certificate relates IS NOT the subject of a site audit statement within the meaning of that Act.

**For further information, please contact the Customer Service Department (02) 6591 7222**

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—SWIMMING POOLS**

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

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

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

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

#### 14 Adjustments

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

#### 15 Date for completion

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

#### 16 Completion

##### • Vendor

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

##### • Purchaser

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

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

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

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

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

## 24 Tenancies

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

## 25 Qualified title, limited title and old system title

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



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

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

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

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

### 31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

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

31.2 The purchaser must –

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

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

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

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