

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Meeks Real Estate Pty Limited 347 Main Road CARDIFF, NSW 2285	phone: 02 4954 7447 email: sales@meeksrealestate.com.au ref: Paul Meeks - 0416 341 374
co-agent		
vendor	John Vandervliet, Helen Vandervliet 16 Amsdale Avenue, MACQUARIE HILLS, NSW 2285	
vendor's solicitor	Kilpatrick Hatton Solicitors Suite 1 163 Pacific Highway CHARLESTOWN NSW 2290	phone: (02) 4920 8300 email: lsmith@kilpatrickhatton.com.au ref: 31639
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	16 AMSDALE AVENUE MACQUARIE HILLS NSW 2285 Lot 315 DEPOSITED PLAN 244081 Folio Identifier 315/244081	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: Storage shed, garden locker, tool cupboard, timber workbench
exclusions	Timber coat rack in entry.
purchaser	
purchaser's solicitor	
price	
deposit	
balance	(10% of the price, unless otherwise stated)
contract date	(if not stated, the date this contract was made)

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify:

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

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>Johannes Cornelis Vandervliet</p> <p>_____</p> <p>Vendor</p> <p>Helen Ann Vandervliet</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>	<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>

ChoicesVendor agrees to accept a **deposit-bond**☐ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)**Manual transaction** (clause 30)☐ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable☐ NO ☐ yes**GST:** Taxable supply☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

Purchaser must make an *GSTRW payment*☐ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate 	<ul style="list-style-type: none"> <input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract
<p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance 	<p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

1.1 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>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<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>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>document of title</i>	document relevant to the title or the passing of title;
<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 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>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>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>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> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

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 –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *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 16.5.
- 3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
- bear equally any disbursements or fees; and
 - otherwise bear that party's own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 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.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must within 7 days of the contract date create and populate an *Electronic Workspace* with title data and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and populate an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 business days before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
 - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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 outgoing payments 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, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
 - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 served at the earliest time it is served, if it is served more than once; and
 - 20.6.8 served if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 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 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

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 s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 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 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.
 29.7 If the *parties* can lawfully complete without the event happening –
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal; and
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 • either *party* serving notice of the event happening;
 • every *party* who has the benefit of the provision serving notice waiving the provision; or
 • the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
 - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
 - 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
 - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
 - 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
 - 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
 - **Place for completion**
 - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
 - 30.6.1 if a special completion address is stated in this contract - that address; or
 - 30.6.2 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
 - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
 - 30.7 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.
 - 30.8 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.
 - **Payments on completion**
 - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
 - 30.10 *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 –
 - 30.10.1 the amount is to be treated as if it were paid; and
 - 30.10.2 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).
 - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
 - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
 - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
 - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

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 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

16 AMSDALE AVE MACQUARIE HILLS NSW 2250

ADDITIONAL CONDITIONS

Vendor: Johannes Cornelis Vandervliet and Helen Ann Vandervliet

Purchaser:

Property: 16 Amsdale Avenue, Macquarie Hills 2285

32. Intentionally deleted

33. Amendments to the standard contract conditions

- 33.2 Clause 7.1.1 is deleted.
- 33.3 Clause 8.1.1 is amended by deleting the words "on reasonable grounds".
- 33.4 Clause 14 is hereby varied by the addition of the following sentence after the word "liable":
 - 14.1.1 The amounts and figures for water consumption furnished by the relevant water rating authority, even if estimated or provisional, shall be conclusive for the purpose of such adjustment.
- 33.5 Clause 14.4.2 is deleted.
- 33.6 Clause 16.5 is amended by deleting the words "plus another 20% of that fee"
- 33.7 Clause 18 is hereby varied by the addition of the following clause:
 - 18.8 The Purchaser cannot make a claim or requisition or delay completion of this Contract after entering into possession of the property.
- 33.8 Clause 25.1.1 is amended by deleting the word "limited".
- 33.9 Clause 25.7 is deleted.

34. Warranty as to Agent

The Purchaser hereby indemnifies and agrees that at all times for the maximum period permitted by law to indemnify and keep indemnified the Vendor from and against any claim, commission, charge, expense, action, suit, proceedings, cost or demand of whatsoever nature by any real estate agent or employee of such real estate agent (other than the Vendor's agent named herein) who establishes that the Purchaser was introduced to the Vendor or to the property by any other agent or employee of him.

35. Deposit of less than 10%

The Vendor and the Purchaser agree that if:

- (a) The Purchaser defaults in the observance or performance of any obligation hereunder which is or the performance of which has become essential; and
- (b) The Purchaser has paid a deposit of less than ten per centum (10%) of the purchase price; and
- (c) the Vendor has terminated this Contract,

then the Vendor shall be entitled to recover from the Purchaser an amount equal to ten per centum (10%) of the purchase price less the deposit paid as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any other remedies available to the Vendor herein contained or implied notwithstanding any rule of Law or equity to the contrary. This clause shall not merge upon termination of this Contract.

36. Deposit by installments

If a cooling off period applies to this contract, the purchaser may pay the deposit holder in 2 instalments as follows:

- (a) On or before the date of this contract 0.25% of the agreed purchase price; and
- (b) In the event of the purchaser proceeding with the purchase on or before 5.00 pm on the fifth business day after the date of this contract a further 9.75% of the agreed purchase price.

37. Subject to finance

- (a) ~~With the written consent of the vendor or their representative, it is a condition of this contract that the purchaser shall obtain approval in writing of finance for the purchase of the property in accordance with this clause and The Schedule.~~
- (b) ~~The purchaser shall promptly, at the purchaser's expense:~~
 - i. ~~apply for finance in accordance with The Schedule;~~
 - ii. ~~make and pursue the finance application, pay all fees, supply all particulars, certificates and valuations, and do all other things as may reasonably be required for the purpose of the application;~~
 - iii. ~~inform the vendor regarding the progress of the finance application whenever reasonably requested to do so by or on behalf of the vendor;~~
 - iv. ~~notify the vendor in writing after receipt of written approval or refusal from the Lender.~~
- (c) ~~This clause is for the benefit of the purchaser who may, prior to rescission of this agreement, waive the benefit thereof.~~
- (d) ~~If without default on the part of the purchaser the finance approval in writing has not been obtained within the time limited in The Schedule, either party shall be entitled by notice served upon the other to rescind this agreement, provided that if the purchaser has obtained the finance approval in writing prior to service of such notice of rescission by either party, neither party shall thereafter be entitled to rescind this agreement for want of such approval.~~
- (e) ~~Upon rescission pursuant to this Clause the provisions of Clause 19 shall apply.~~
 - i. ~~In the event of a rescission under the terms of this clause, the purchaser shall forfeit to the vendor the sum equivalent to 0.25% of the purchase price being an estimate of the vendor's costs associated with the preparation of the contract and other expenses associated.~~
 - ii. ~~In order for the purchaser to rescind this Contract pursuant provision (d) above, the notice of rescission must be received by the Vendor's solicitor no later than 5.00pm on the last day the purchaser has to obtain finance approval as determined by item 3 in the Schedule below.~~

THE SCHEDULE

- 1. ~~Lender:~~
- 2. ~~Amount of Loan:~~
- 3. ~~Number of (calendar) days after making this agreement for obtaining written approval of finance: ten (10) calendar days~~

38. Release of deposit

~~The purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors such part of the deposit moneys as they shall require for the purpose of settlement, a deposit and/or stamp duty on any piece of real estate that the vendors negotiate to purchase between the date hereof and the date of settlement hereof.~~

39. Warranty by Purchaser

The Purchaser warrants to the vendor:

- (a) The purchaser is not an undischarged bankrupt and has not committed any act of bankruptcy;

- (b) The Purchaser does not require the approval or consent of the Foreign Investment Review Board to purchase the property;
- (c) The Purchaser is over the age of 18 years.

The Purchaser acknowledges that the Vendor relies on this warranty in entering into this Contract and the Purchaser will indemnify and keep indemnified the Vendor against any loss, expense, fine, damage, penalty and/or liability arising out of or as a consequence of a breach of this warranty by the Purchaser. This indemnity will not merge on completion.

40. Mine Subsidence Board

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

41. Purchaser acknowledgements

The Purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations or dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connection in respect of the property;
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land;
- (f) With the items specified as "inclusions" on the front page of this Contract that are not new;
- (g) Without any representation or warranty from or on behalf of the Vendor as to the state of repair or condition of any inclusions, the Vendor will not be responsible for any mechanical breakdown in respect of any such items;
- (h) Subject to the state of repair and condition of any inclusions as at the date of exchange subject to an reasonable wear and tear between the date hereof and the date on which the Purchaser is entitled to take possession of the property; and
- (i) Subject to title of the inclusions being passed on completion of this Contract and the Vendor shall not be required to give formal delivery in respect thereof.

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

42. Representations and warranties negated

Subject to the provisions of Section 52A of the Conveyancing Act, 1919, the Purchaser warrants that, unless otherwise stated in this Contract, the Purchaser has not entered into this Contract in reliance on any statement, representation, promise or warranty made by the Vendor or on behalf of the Vendor including without limitation, any statement, representation, promise or warranty in respect of the nature or fitness or suitability for any purpose of the property or any financial return or income to be derived from the Property and the terms and conditions set out in this Contract contain the entire agreement in relation to the property as concluded between the parties.

The Purchaser further acknowledges that the Purchaser has not been induced to enter into this Contract by any representation, whether verbal or otherwise made by or on behalf of the Vendor which is not set out in the Contract.

43. Covenants

Notwithstanding anything in this Contract to the contrary, the Purchaser agrees not to raise any requisition or objection or make any claim for compensation or rescind or terminate this Contract in breach of any covenant relating to the property. The Purchaser is satisfied as to the terms of the covenants and has inspected the property as is satisfied as to the compliance or non-compliance with such covenants and accepts any such non-compliance. Covenant in this clause excludes any restrictive covenant.

44. Claims by the Purchaser

Notwithstanding the provisions of Clauses 5, 6 and 7 hereof the parties expressly agree that any claim (whether for compensation or not) shall be deemed to be an objection or requisition for the purpose of Clause 7 and 8 hereto entitling the Vendor to rescind this Contract.

45. Late completion

In the event that completion of this Contract shall not take place within the time allowed for completion in Clause 15 hereof, other than due to any act or omission on the part of the Vendor, the Purchaser hereby acknowledges and agrees that the Vendor is entitled to recover from the Purchaser as liquidated damages on completion of this Contract:

- (a) Interest on the balance of the purchase price payable hereunder at the rate of ten per centum (10%) per annum for the period between the expiration of the time allowed for completion pursuant to Clause 15 hereof and the actual date of completion, with such interest being calculated on a daily basis and added to the balance payable on completion;
- (b) The sum of Three Hundred and Thirty Dollars (\$330.00) to cover legal costs and other expenses incurred as a consequence of the delay as a genuine pre-estimate of those additional expenses allowed by the Purchaser as an additional adjustment on completion;
- (c) The Parties agree that payment of such sums is made on account of damages and that the Vendor shall not be required to complete this Contract unless the said sums are paid on completion;
- (d) The Vendor's rights pursuant to this clause do not limit any other rights the Vendor may have against the Purchaser as a result of the Purchaser's failure to complete this Contract in accordance with the provisions of this Contract.

46. Notice to complete

- (a) It is expressly agreed between the parties hereto that in circumstances justifying the issue of a Notice to Complete fourteen (14) days shall be deemed to be reasonable and sufficient notice for that purpose;
- (b) Further, in the circumstances justifying the issue of a Notice to Complete by the Vendor, then the Purchaser shall be liable for the sum of three hundred & thirty dollars (\$330.00) as the agreed reasonable legal expenses incurred by the Vendor as a result of having to issue such Notice to Complete.
- (c) The Purchaser's obligation to pay the sum referred to in clause 42(b) hereof is an essential term of this contract and shall in no way affect, abrogate, limit or inhibit the Vendor's right to take action for recovery of damages that may be suffered by the Vendor as a result of the Purchaser's breach of Contract.
- (d) The party serving the Notice to Complete may:
 - i. At any time, withdraw the Notice to Complete by further notice to the party in default; and
 - ii. At its option, issue a further Notice to Complete.

47. Swimming pool

If a swimming pool forms part of the property:

- (a) The Vendor does not warrant that the swimming pool complies with the requirements imposed by the Swimming Pools Act 1992 (in this clause "the Act") and the regulations prescribed under the Act;
- (b) After completion the Purchaser must comply with the requirements of the Act; and
- (c) The Purchaser cannot make claim, objection or requisition or rescind or terminate in respect of the swimming pool and any non-compliance with the Act and Regulations prescribed under the Act.

48. Survey

Where a Surveyor's Report (or copy thereof) is annexed to the Contract:

- (a) The Vendor does not warrant the accuracy or completeness of the Report; and
- (b) The purchaser will take title subject to and will not make any objection, requisition or claim for compensation or claim any right to rescind or terminate in respect of the matters disclosed or referred to in such Report.

49. Qualified and limited title

- (a) If applicable, the property the subject of this Contract for Sale shall be deemed to be held by the Vendor pursuant to the provisions of the Real Property Act, 1900 and the Purchaser shall not be entitled to make any requisition, claim for compensation or objection with regard to the said Qualified Certificate of Title and the Vendor shall not be called upon to, nor shall the Vendor be obliged to, provide any Old System Title Abstracts of Title or Chronological Index of Title or Old System Title Search Papers and the Vendor shall be entitled to treat the subject property as not being Qualified Title pursuant to part IVA of the Real Property Act, 1900 and the Purchaser shall accept the title to the subject property as being wholly pursuant to the provisions of the Real Property Act, 1900.
- (b) If applicable, notwithstanding any other provision in this Contract for Sale the Vendor shall be under no obligation to provide to the Purchaser any Abstract of Title or Old System Documents in relation to the notation of Limited Title on the subject property.

50. Sewer Diagram

- (a) The Vendor and the Purchaser acknowledges that in the event the property is connected to a sewer main service provided by the Hunter Water Corporation then the attached sewer main diagram is the only diagram available from the Hunter Water Corporation in the ordinary course of administration.
- (b) The Purchaser shall not be entitled to make any objection, requisition or claim for compensation or rescind or terminate this Contract in respect of the matter disclosed.

51. Death/mental incapacity

If at any time prior to completion the Vendor or Purchaser (or any of them) dies or becomes mentally ill or, being a company is wound up or go into liquidation, then either party may at any time thereafter rescind this Contract by notice in writing served on the other party.

52. Guarantee and indemnity if the Purchaser is a Company

- (a) If the Purchaser of the property is a Company, the Offices or persons who sign this contract on behalf of the Company or who attest the seal of the Company on this Contract:
 - i. Jointly and separately guarantee all obligations of the Purchaser under this Contract including the payment of the purchase price; and

- ii. Jointly and separately indemnify the Vendor in respect of any default of the Purchaser under this Contract.
- (b) This guarantee and indemnity is given by each guarantor as principal and not discharged or released by any release or variation of this Contract between the Vendor and the Purchaser.

53. ~~Tenancy~~

~~If a tenant is in occupation of the property and if page one (1) of this Contract provides for the Vendor to give Vacant Possession of the property on completion of this contract, then the following provisions shall apply:~~

- ~~(a) Completion of this contract is conditional upon the Vendor obtaining Vacant Possession of the property from the tenant. The Vendor will forthwith serve a notice on the tenant and will pursue that notice and the obtaining of Vacant Possession.~~
- ~~(b) Neither party will be entitled to service Notice to Complete on the other party until Vacant Possession by the tenant is available to the Vendor.~~

54. Intentionally deleted

55. Intentionally deleted

56. Requisitions

- (a) The Purchaser agrees that the only form of general Requisitions in Title the Purchaser may make pursuant to clause 5.1 shall be in the form of Requisitions on Title annexed hereto.
- (b) The Purchaser acknowledges that these Requisitions on Title are deemed to have been served on the date of this contract.
- (c) The Purchaser is not entitled to make any requisitions (other than those annexed hereto) unless such requisition arises out of something served by the Vendor after the date of this Contract.

57. Conflict

If there is a conflict or inconsistency between these Additional Conditions and the printed clauses of this Contract, these Additional Conditions shall prevail to the extent of such conflict or inconsistency.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Re: Vandervliet Proposed Sale

Property: 16 Amsdale Avenue, Macquarie Hills NSW 2285

Dated: 21 October 2024

Possession & Tenancies

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

Title

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

Adjustments

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

Survey & Building

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

- (d) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
- 15. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
- 16. If a swimming pool is included in the property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 17.
 - (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

- 18. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
- 19. Is the vendor aware of:
 - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
- 20. Has the vendor any notice or knowledge that the property is affected by the following:
 - (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
- 21.
 - (a) Does the property have the benefit of water, sewerage, drainage, electricity gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the property?
- 22. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

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

Requisitions & Transfer

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



FOLIO: 315/244081

SEARCH DATE	TIME	EDITION NO	DATE
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21/10/2024	9:10 AM	2	26/10/2023

LAND

LOT 315 IN DEPOSITED PLAN 244081
AT CARDIFF
LOCAL GOVERNMENT AREA LAKE MACQUARIE
PARISH OF KAHIBAH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP244081

FIRST SCHEDULE

JOHANNES CORNELIS VANDERVLIEET
HELEN ANN VANDERVLIEET
AS JOINT TENANTS (CN AA479618)

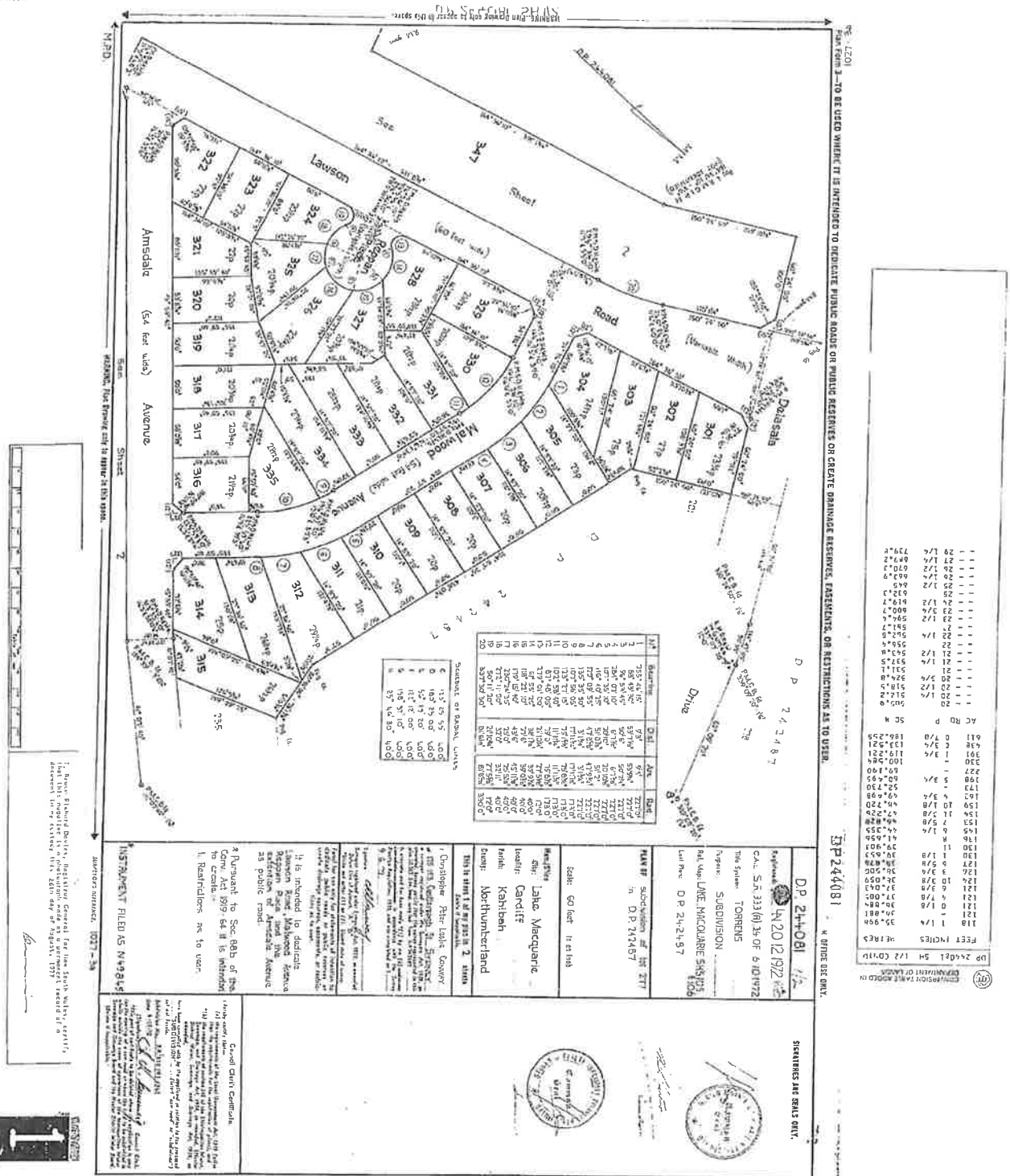
SECOND SCHEDULE (5 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 D354923 COVENANT
3 F451827 RIGHTS TO MINE
4 DP242337 RESTRICTION(S) ON THE USE OF LAND
5 DP244081 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



UNIVERSITY OF JORDAN
FACULTY OF ENGINEERING
DEPARTMENT OF CIVIL ENGINEERING

CONCRETE TALLADE AIN
EXPERIMENTAL LABORS

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FEET INCHES

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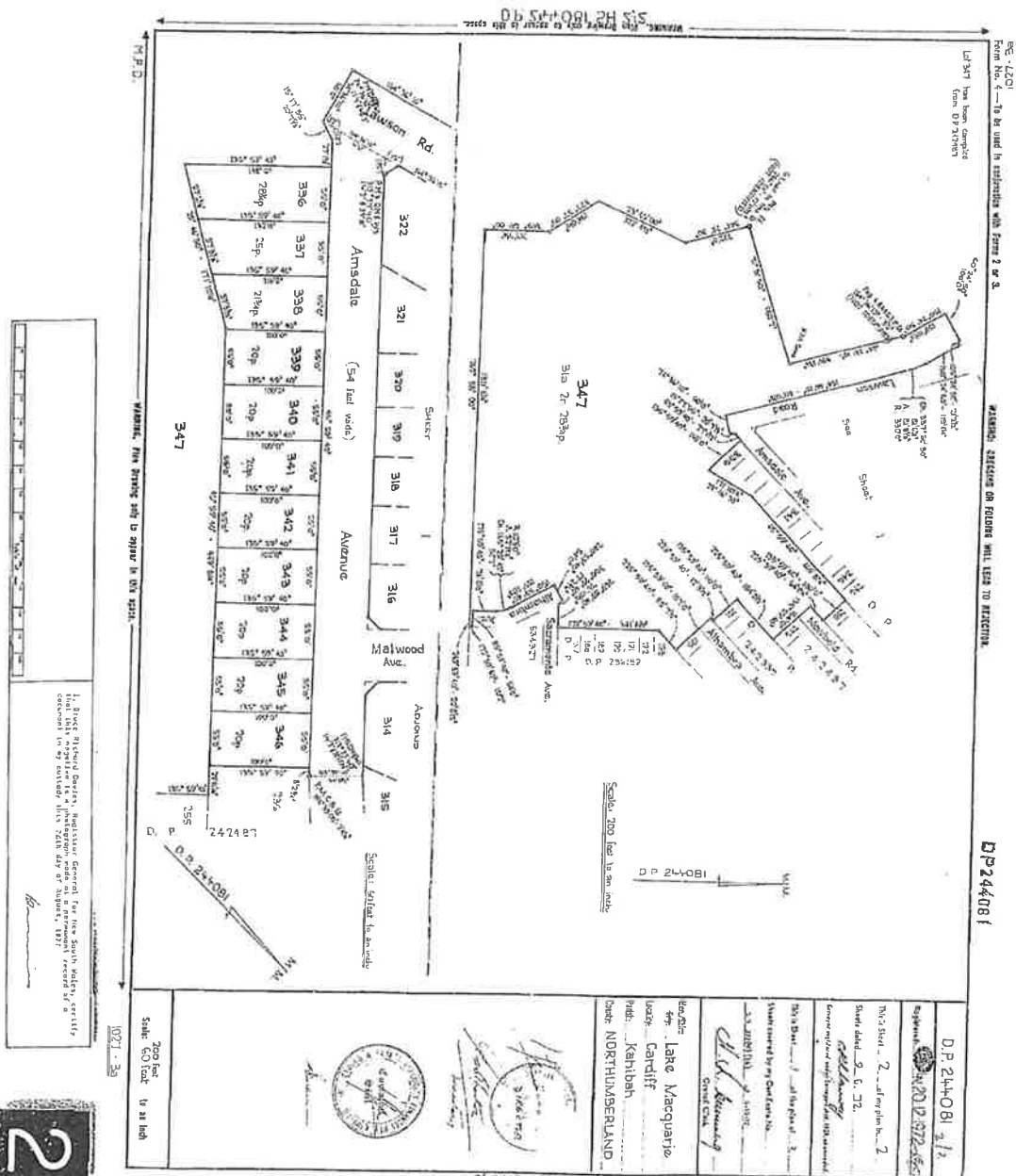
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PLAN IN THE LAND TITLES OFFICE													
AMENDMENTS AND/OR ADDITIONS MADE ON													
This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 28th May, 1990													

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

N 0 4 9 0 4 5

150 no for 2/1/72

PART 1

Sheet 1 of 3 Sheets.

Plan: D.P. DP244081

Subdivision of Lot 277 in Deposited Plan No. 242487 covered by Council Clerk's Certificate No. 58 793 (C) (74)

Full Name and Address of Proprietor of Land

Herald Finance Corporation Pty. Ltd., 175-183 Castlereagh Street, Sydney.

11828-250

1. Identity of easement directly referred to in above-mentioned Plan.

Restrictions as to User.

Schedule of Lots etc. affected.

Lots Burdened

Lots, Name of Road or Authority benefited

Each lot in the Plan herein firstly mentioned excepting Lot 347.

Each other lot in the plan herein firstly mentioned excepting Lot 347.

PART 2

1. Terms of Restrictions as to User firstly referred to in above-mentioned Plan.

- (a) No building or buildings shall be erected on each lot burdened having therein any asbestos or fibre cement sheeting or any other material of a similar nature.
- (b) No main building shall be erected on each lot burdened with an internal floor area of less than 950 square feet and such building shall be constructed wholly of new materials.
- (c) No more than one main building shall be erected on each lot burdened and such building shall not be used or permitted to be used other than as a private dwelling.
- (d) No building shall be erected on each lot burdened having a main roof of asbestos cement or fibre cement or fibre glass or any other material of a similar nature.
- (e) No building shall be erected on each lot burdened having a roof of corrugated tin, iron or steel.
- (f) No building shall be erected on each lot burdened having a roof of aluminium or steel decking of any nature if such roof shall have a pitch greater than 3 degrees to the horizontal.
- (g) No fence shall be erected on each lot burdened closer to any street than the house building line as fixed by the responsible Shire or Municipal Council.

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

N49845

PART 2

Sheet 3 of 3 Sheets

DP244081 D.P.

Subdivision of Lot 277 in Deposited Plan 242487 covered by Council Clerk's Certificate No. 58 793 (C) (74)

Full Name and Address of Proprietor of Land

Herald Finance Corporation Pty. Ltd., 175-183 Castlereagh Street, Sydney.

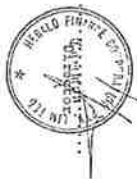
The Name of the person empowered to release vary or modify these restrictions is the Herald Finance Corporation Pty. Limited so long as it remains the registered proprietor of any lot in the Deposited Plan hereinbefore referred to and thereafter in respect of any lot by the registered proprietor of the lot or lots having common boundary with the lot for which a release variation or modification of these restrictions is required.

The Common Seal of HERALD FINANCE CORPORATION PTY. LIMITED was here-

unto duly affixed pursuant to a resolution of the Board of Directors in the presence of:

Secretary

The Common Seal of STOCKS & REALTY SECURITY FINANCE CORPORATION PTY. LIMITED was hereunto duly affixed pursuant to a resolution of the Board of Directors in the presence of:





PLAN IN THE LAND TITLES OFFICE											
AMENDMENTS AND/OR ADDITIONS MADE ON											
10	20	30	40	50	60	70	Table of mm	110	120	130	140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 28th May, 1990

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

PART 2
 Sheet 2 of 3 Sheets.

Plan: D.P.

DP244081

Subdivision of Lot 277 in Deposited
 Plan 242487 covered by Council Clerk's
 Certificate No. 5 R 393 (S) (79)

Full Name and Address
 of Proprietor of Land

Herald Finance Corporation Pty. Ltd.,
 175-183 Castlereagh Street, Sydney.

1. Terms of Restrictions as to User finally
 referred to in the above-mentioned Plan. (cont.)

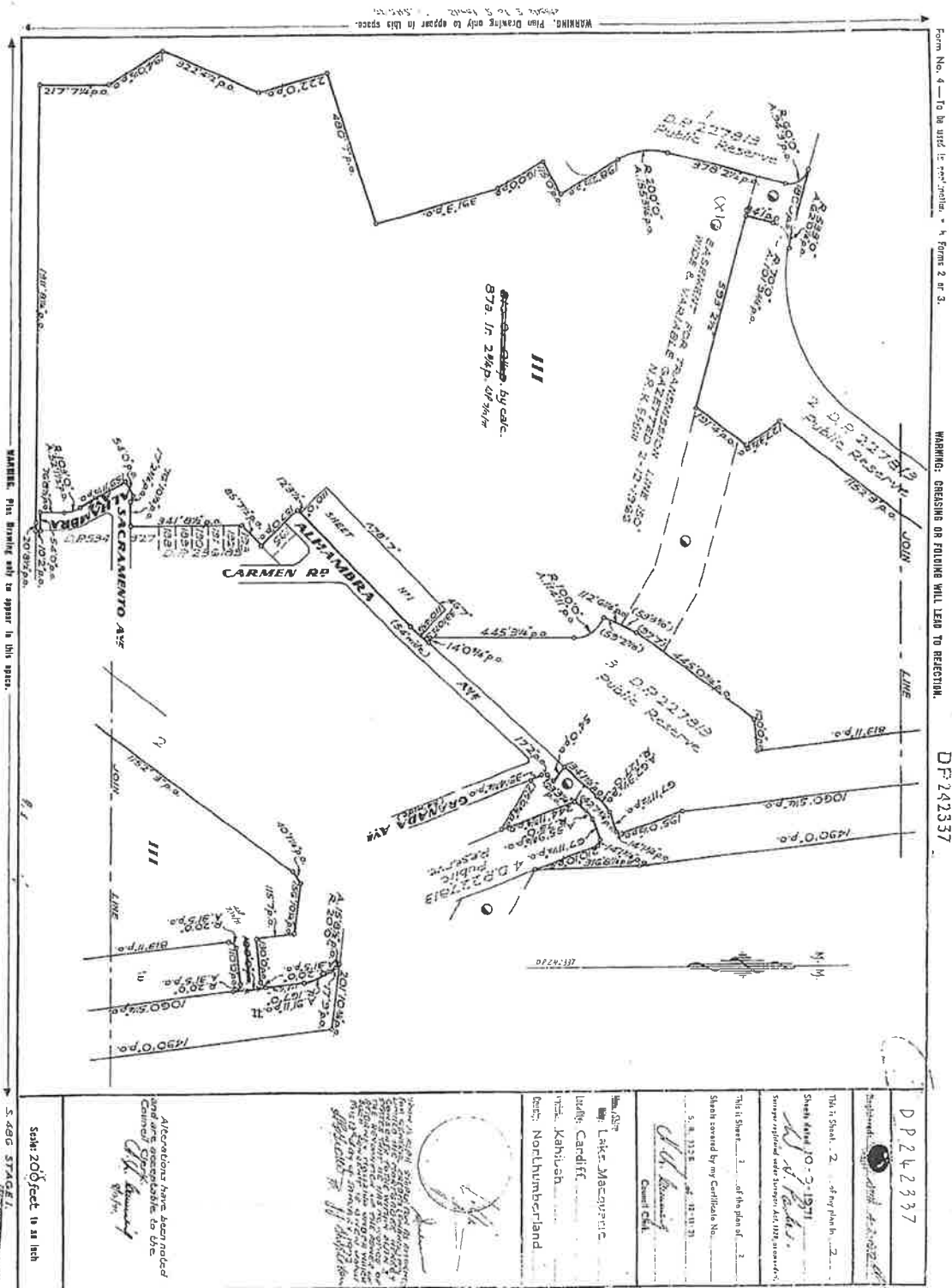
- (h) No privy shall be erected on each lot burdened in a conspicuous place or position and if the same is visible from the road or other lots in the subdivision it shall be screened.
- (i) No main building shall be erected on each lot burdened unless the same shall be connected to the sewer.
- (j) No earth stone gravel or trees shall be removed or excavated from each lot burdened except where such removal or excavation is necessary for the erection of a building or structure or for the safety of the occupants or the prospective occupants thereof.
- (k) No advertisement hoarding sign or matter of any description shall be erected or displayed on each lot burdened without the prior consent of the Herald Finance Corporation Pty. Limited and the Herald Finance Corporation Pty. Limited shall have the right to remove any such advertising hoarding sign or matter without redress.
- (l) No existing dwelling shall be re-erected upon or bodily moved onto and re-established upon any lot.
- (m) No outbuildings, carts, garages or caravans shall be erected or brought upon any lot after or concurrently with the erection of the main building.
- (n) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the Herald Finance Corporation Pty. Limited without the consent of Herald Finance Corporation Pty. Limited its successors or assigns other than Purchasers on Sale but such consent shall not be withheld if such fence is erected without expense to the Herald Finance Corporation Pty. Limited and the same is erected in favour of any person dealing with the Purchaser or its assigns and such fence shall be deemed to have been given in respect of every such fence for the time being erected. Provided however that this consent to regard to fencing shall be binding on the Purchaser his executors administrators and assigns only during the ownership of the said adjoining land by the Herald Finance Corporation Pty. Limited its successors or assigns other than Purchasers on Sale.
- (o) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

Instrument pursuant to Regulation 57D Conveyancing Act
 registered, 1971, setting out the terms of easements or
 restrictions as to user created by registration of the
 instrumented Deposited Plan. 14 20 12 1972

N 0 4 9 8 4 5
 Gale & Keadan

[illegible]

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CONVERSION TABLE (DO NOT
REPRODUCE OR TRANSMIT)
FEDERAL BUREAU OF INVESTIGATION
FD-262 (Rev. 5-81)

UNIT FACTORS

RESULTS

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CONVERSION TABLE ADDED IN
REGISTER OFFICIALS DEPARTMENT
OP 242337 SM 2/2 CUNTO

AMENDMENTS AND/OR ADDITIONS MADE ON
PLAN IN THE LAND TITLES OFFICE

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day, 2 August, 1949



M 603007

INSTEADMENT SAVING OFF TERMS OF CASUALTIES AND RESTRICTIONS AS TO USE
 INTENDED TO BE CREATED IMMEDIATELY TO SECTION 105 OF THE COMPANIES
 ACT, 1919

Shot 1 of 2 Shots

PAINT

Par: DF 242337

Full Name and Address of Proprietor of Lend

Locality of occurrence of
reproduction: Gravelly talus
to limestone and sand

Schedule of Lots, etc., affected

Leta Fundered *

Each Job

Table 2

lots, news, or road, or authority would be
every other lot except lot 111

Terms of Publication as to what is being referred to in paragraph 20000 plan

- (a) No building or buildings shall be erected on such lot bordered having exterior walls of flat masonry or fibro cement sheathing or any other material of a similar nature.
- (b) No rein building shall be erected on each lot bordered with an internal floor area of less than 500 square feet and such building shall be constructed wholly of new materials.
- (c) No more than one main building shall be erected on each lot bordered and such building shall not be used or permitted to be used other than as a private dwelling.
- (d) No building shall be erected on each lot bordered having a main roof of masonry, cement or fibro cement or fibro glass or any other material of a similar nature.
- (e) No building shall be erected on each lot bordered having a roof of corrugated iron, iron or steel.
- (f) No building shall be erected on each lot bordered having a roof of aluminium or steel or any other material of a similar nature having a pitch greater than 3 degrees to the horizontal.
- (g) No fence shall be erected on each lot bordered closer to any street than the house building line as fixed by the representative shire or municipal council.
- (h) No pitry shall be erected on each lot bordered in a conspicuous place or position and of the same or within five feet of the road or other lots in the subdivision it shall be erected.
- (i) No main building shall be erected on each lot bordered unless the same shall be connected to the sewer.
- (j) No earth store or wall or fence shall be removed or excavated from each lot bordered except when such removal or excavation is necessary for the erection of building or structure or for the use of the occupants or the prospective occupants thereof.
- (k) No advertisement bearing sign or matter of any description shall be erected or displayed on each lot bordered without the prior consent of the World Finance Corporation Pty. Limited and the World Finance Corporation Pty. Limited shall have the right to remove any such advertising bearing sign or matter without payment.

* See annexed memorandum

W

INTENDED TO BE CREATED PHYSICIAN AND PATIENTS AS TO USE
ACT, 1919

Sheet 2 of 2 Shots:

TABLE 1

(n) No outbuilding tents R

(n) Do you have any comments?

cannot by the firm
Sammie Connors

but much
Here'd be

[illegible]

(c) Any restriction or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

the 10¢ for which a melon was sold. The Herald Tribune proposition, limited no longer to the registered proprietors of any lot in the Associated Plant Interests referred to and therefore in support of any lot in the registered proprietors of the lot or lots being owned by persons with the 10¢ for which a melon was sold. The proposition of the Associated Plant Interests is limited to the 10¢ for which a melon was sold.

The General Fund of L'ITALI FINANCE CORPORATION, ITA. INCORP. was heretofore daily affixed pursuant to a resolution of the Board of Directors in the presence of:



JOHN JOSEPH STAVELAND, AS AGRICULTURAL CHEMISTS
PHILADELPHIA, LIMITED, THE NATIONAL FIREARMS CONCERNED
IN THE VARIOUS INSTANCES DURING THE YEARS OF SUP-
PLIES AND RESERVATIONS AS TO USE AND TRADE THAT HE
HAS NO NOTICE OF THE RESERVATION OF THE POWER OF
ATTORNEY NO. 92140 UNDER WHICH SUCH COMPANY IS
DATED THIS TENTH DAY OF JANUARY, 1972.

Mortgage under Mortgage M330661

M 603007

D.P. 242337.

Instrument pursuant to Regulation 520 Conveyancing
Act Regulations, 1961, setting out the terms of
easements or restrictions as to user created by
registration of the within-mentioned Deposited Plan.

2-2-1972.

J. F. Gale, Clerk

5

1/17/74 (10/10/1974)

AMENDMENTS AND/OR ADDITIONS MADE ON
PLAN IN THE LAND TITLES OFFICE

10 20 30 40 50 60 70 Table of mm 110 120 130 140

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day

2 August, 1989



2

D.P. 242337

MEMORANDUM REFERRED TO INSTRUMENT NO. M603007
Doc. N977410
M603007-10-1975

DEED OF VARIATION
\$ = 08.00

DEED OF VARIATION
One thousand nine hundred and

seventy five by HEROLD FINANCE CORPORATION PTY. LIMITED a duly incorporated

Company having its registered office at 175-183 Castlereagh Street Sydney

in the State of New South Wales being the Company which executed an

Instrument setting out terms of easements and restrictions as to user intended

to be created pursuant to Section 633 of the Conveyancing Act 1919 in respect

of a subdivision covered by the Council Covenants Certificate No. S.R.335 RA

which instrument was registered at the Land Titles Office under dealing

number M603007 and whereby the restrictions as to user were created by the

registration of Deposited Plan No.242337 WHEREAS the said Deposited Plan

No.242337 containing Lots 101 to 110 being residential lots and Lot 111 being

a residue lot AND WHEREAS at the time of the preparation of the said

Instrument registered under dealing number M603007 it was intended that the

lots burdened by the restrictions as to user therein set forth should be

Lots 101 to 110 inclusive and that each lot in the said plan of subdivision

registered as Deposited Plan No.242337 should have the benefit of the said

restrictions as to user AND WHEREAS by a clerical error in the preparation

of the said Instrument registered under dealing number M603007 in the

Schedule to Part I it was recited that the "lots burdened" were "each lot"

and that the "lots, name of road or Authority benefited" was "every other lot

except Lot 111" NOW THIS DEED WITNESSETH that in consideration of the premises

and to rectify the clerical error which occurred in the preparation of the

said Instrument registered under dealing number M603007 the Schedule to Part I

of the said Instrument is hereby varied and amended to read as follows:-

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Lots, name of road or Authority benefited

Every other lot except

Each lot

Lot 111

THE COMMON SEAL OF HEROLD FINANCE CORPORATION PTY. LIMITED was hereunto duly affixed by authority of the Board and in the presence of:-

Secretary



D.P. 242337

WE, the registered proprietors and mortgagees of Lots 101 to 110 Deposited Plan No.242337 having the benefit of Restrictions as to user created by registration of the said Deposited Plan No.242337 by Section 88B Instrument M603007 hereby consent to the within Deed of Variation (amendment).

SIGNED, SEALED AND DELIVERED by
GARY JOHN VERO and JACQUE ANN
VERO who are personally known
to me:-

JOHN C. J.P.

THE COMMON SEAL OF HEROLD FINANCE CORPORATION PTY. LIMITED was hereunto duly affixed under the authority of a resolution of the Board of the presence of and is attested by two of its Directors and the Secretary whose signatures are set opposite thereto

WITNESSED AND DELIVERED by
HEROLD FINANCE CORPORATION PTY. LIMITED
personally known to me:-

JOHN C. J.P.

THE COMMON SEAL OF HEROLD FINANCE CORPORATION PTY. LIMITED was hereunto duly affixed under the authority of a resolution of the Board of the presence of and is attested by two of its Directors and the Secretary whose signatures are set opposite thereto

JOHN C. J.P.

JOHN C. J.P.

SIGNED, SEALED AND DELIVERED by
JOHN THOMAS EVANS and JANE EILEEN EVANS who are personally known
to me:-

JOHN C. J.P.

SIGNED, SEALED AND DELIVERED by
JOHN THOMAS EVANS and JANE EILEEN EVANS who are personally known
to me:-

JOHN C. J.P.

AMENDMENTS AND/OR ADDITIONS MADE ON										
10	20	30	40	50	60	70	Table of mm	110	120	130

PLAN IN THE LAND TITLES OFFICE

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day
2 August, 1999.

3

D.P. 242337.

THE COMMON SEAL OF THE GREATER
SOUTHERN BANK OF ALABAMA
SOCIETY LIMITED HAS BEEN AFFIXED ONLY
TO THE RESOLUTION OF THE BOARD IN THE
presence of and is attested by two
of its Directors and the Secretary
whose signatures are set opposite
thereto

SIGNED SEALED AND DELIVERED BY
ANDREW GEORGE McDONALD and JAMES
MCDONALD who are personally known
to me:-
Johns J.P.

Mortgage under Mortgage No. M356093
in respect of Lot 104 in D.P. 242337

Registered Proprietors of
Lot 105 in D.P. 242337

Signed at Sydney this 6th day of
March 1990 by its duly appointed Attorney
under Power of Attorney No. 10683 Macquarie
Registrar and noted at the Land Titles Office who
attests to the validity of the execution of the
above instrument.

Mortgage under Mortgage No. M64300
in respect of Lot 105 in D.P. 242337

Registered Proprietors of
Lot 105 in D.P. 242337

THE COMMON SEAL OF THE GREATER
SOUTHERN BANK OF ALABAMA
SOCIETY LIMITED HAS BEEN AFFIXED ONLY
TO THE RESOLUTION OF THE BOARD IN THE
presence of and is attested by two
of its Directors and the Secretary
whose signatures are set opposite
thereto

SIGNED SEALED AND DELIVERED BY
ANDREW GEORGE McDONALD and JAMES
MCDONALD who are personally known
to me:-
Johns J.P.

SIGNED SEALED AND DELIVERED BY
ANDREW GEORGE McDONALD and JAMES
MCDONALD who are personally known
to me:-
Johns J.P.

Mortgage under Mortgage No. M978679
in respect of Lot 105 in D.P. 242337

Registered Proprietors of
Lot 107 in D.P. 242337

Registered Proprietors of
Lot 108 in D.P. 242337

M603007

SIGNED SEALED AND DELIVERED BY
DAVID PHILLIP MORRIS and JANE
MORRIS who are personally known
to me:-
Johns J.P.

THE COMMON SEAL OF B.M.P. MORTGAGE
FINANCIAL CREDIT LIMITED HAS BEEN
AFFIXED ONLY TO THE RESOLUTION OF THE
Board of Directors in the
presence of:-
Director

Secretary

SIGNED SEALED AND DELIVERED BY
KIM DINK AND DEN LEVY and JULIE
LEVY who are personally known
to me:-
Johns J.P.

Registered Proprietors of
Lot 110 in D.P. 242337

Signed at Sydney this 6th day of
March 1990 by its duly appointed Attorney
under Power of Attorney No. 10683 Macquarie
Registrar and noted at the Land Titles Office who
attests to the validity of the execution of the
above instrument.

Mortgage under Mortgage No. M659317
in respect of Lot 110 in D.P. 242337

AMENDMENTS AND/OR ADDITIONS MADE ON
PLAN IN THE LAND TITLES OFFICE

10 20 30 40 50 60 70 Table of mm 110 120 130 140

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day 2 August 1990



D354928

New South Wales



Fees:

Lodgment

Endorsement

Certificate

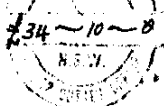
B11543G

MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900.)

B11543G

FEE SIMPLE



THE NEWCASTLE WALLSEND COAL COMPANY a Company duly incorporated by Act of Parliament and carrying on business at Sydney and elsewhere in the State of New South Wales (herein called Transferror Company) being registered as the proprietor of an Estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens, and interests as are notified hereunder in consideration of four thousand five hundred and ninety nine pounds
(24599-0-0) (the receipt whereof is hereby acknowledged)

FILED IN
PLAN ROOM AS F.P.
434744

paid to it by Arthur Richard Thomas of burlewis in the said
State Mine Manager (herein called "Transferee")

Doth hereby transfer to the said Transferee

ALL such its Estate and Interest in ALL THE land mentioned in the Schedule following:

County	Parish	State if whole or part	Vol.	Fol.
Northumberland	Kahibah	Part and being Lot the land shown in the plan approved here and marked thereon as being the land shown on Deposited Plan No. 2548	2548	66

RESERVING to the said Transferror Company and its sequels in title and assigns all Coal and other minerals not including any minerals reserved to the Crown lying under the land hereby transferred TOGETHER with all necessary and proper underground rights of way and other underground rights powers and easements enable it or them to get win work and convey all Coal minerals and other minerals belonging to it or them from and to the workings of its or their mines within the Municipality of Wallsend and the Shires of Lake Macquarie and Tarengo AND the said Transferee Doth hereby for himself his heirs executors administrators and assigns and transferees or other the registered proprietor for the time being of the land hereby transferred covenant with the said Transferror Company its and their sequels in title and assigns or other the registered proprietor for the time being of the land adjoining the land hereby transferred as follows THAT the said Transferror Company its sequels in title or assigns or other the registered proprietor for the time being of the land adjoining the land hereby transferred shall not be liable to the said Transferee his sequels in title or assigns or other the registered proprietor or proprietors for the time being of the land hereby transferred for any pitfalls or subsidences which may have already or which may hereafter take place on or under the land hereby transferred or on any other land adjacent thereto or for any damage or nuisance occasioned thereby AND THAT the said Transferee his sequels in title or assigns or other the registered proprietor or proprietors for the time being of the land hereby transferred will for the benefit of the adjoining land of the said Transferror Company abstain from using the land hereby transferred for any purpose requiring the erection of any fence dividing the land hereby transferred from such adjoining land without first obtaining the consent of the said Transferror Company in writing but such consent shall not be necessary whenever any such fence shall be erected and maintained without expense to the said Transferror Company AND THAT he or she will not carry on or permit to be carried on upon the land hereby transferred or any part thereof any chemical works or any noxious noisome dangerous or offensive trade business occupation or calling AND LASTLY pursuant to Section 88 of the "Conveyancing Act 1919-1982" it is hereby declared (a) That the land to which the benefit of the last two preceding covenants are intended to be appurtenant is the residue of the land comprised in Certificate of Title Volume 2548 folio 66; (b) That the land which is subject to the burden of such covenants and the foregoing easements is the whole of the land comprised in this Transfer; (c) That the land to which the benefit of the foregoing easements are intended to be appurtenant is the residue of the land comprised in Certificates of Title Volume 2548 folios 64, 65 and 66 and Certificates of Title Volume 45 folio 17, Volume 862 folio 232, Volume 8827 folio 205, Volume 2930 folio 147, Volume 2981 folio 196, Volume 2998 folio 119, Volume 3355 folio 161, Volume 3503 folio 143, Volume 3381 folio 140, Volume 3435 folio 151, Volume 3567 folio 225, Volume 3553 folio 230, Volume 3686 folio 164, Volume 3651 folio 77, Volume 3637 folio 84, Volume 3804 folio 114, Volume 3704 folio 176, Volume 3821 folio 179, Volume 3788 folio 25, Volume 3855 folio 63, Volume 3855 folio 211, Volume 3980 folio 206, Volume 4070 folio 47, Volume 4087 folio 227, Volume 4082 folio 46, Volume 4048 folio 123

All memorandums and documents have
been placed before the
Subsequent classes should be
detected

Volume 5215 folios 110 and 111

Volume 4144 folio 220, Volume 4141 folio 232, Volume 4253 folio 153, Volume 4238 folio 179, Volume 4367 folio 165, Volume 4402 folio 205, and the whole of the land comprised in Certificate of Title Volume 3441 folio 133, Conveyance Book 1313 number 272.
(4) That the said The Newcastle Wallsend Coal Company or its successors are the parties by whom or by whose consent the said covenants and foregoing easements may be released varied or modified.

ENCUMBRANCES, &c., REFERRED TO.

RESERVATIONS to the Crown as contained in the original Grant or Grants and also noted on the said Certificate of Title.

IN WITNESS whereof the Common Seal of The Newcastle Wallsend Coal Company was hereto affixed at Sydney the *twenty second* day of *March* 19*43*.

The Common Seal of The Newcastle Wallsend Coal Company was hereunto affixed by order of the Directors present at and forming a Board of Directors of the said Company in the presence of

St. Mary's Church

Freda J. Wood

John Wilson

John Wilson

John Wilson

Transferrors.

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

Signed in my presence by the Transferree
WHO IS PERSONALLY KNOWN TO ME

John Wilson

John Wilson

Transferree.

PLAN REFILED IN
PLAN ROOM AS E.P.
434744

No. **0222486**

Lodged by

(Name) **E. R. Payne**

(Address) **32 Perth Avenue,
East Liverpool.**

MEMORANDUM OF TRANSFER of

Part of ~~24~~ **Acres** **roods** **perches**

subject to covenant.

Shire **Lake Macquarie**

Parish **Lalor** County **Northumberland**

Arthur Richard Thomas Transferree.

Particulars entered in Register Book, Vol. 2548

Fol. **66**

the **2nd** day of **March**, 19**45**,

at **12** minutes **12** o'clock

noon.

Registrar General.

PROGRESS RECORD.

	Initials.	Date.
Received by Survey Branch	HB	17/3
Received from Records	HB	17/3
Draft written	HB	8.3.45
Draft examined	HB	14.3.45
Diagram prepared	HB	4.4.45
Diagram examined	HB	12.4.45
Draft forwarded	HB	17/4
Copy of Engrossers	HB	19.4.45
Cancellation Clerk	HB	10.5.45
Vol. 5490	Fol. 37	
Diagram Fees		
Additional Folios		

EXTRA FEES
 Diagram **2/6**
 Extra Folios **6/**

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

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



R.P. 13. No. 40151
New South Wales.
MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)
0124514

FEES:— £ s. d.
Lodgment 1 5 0
Endorsement 1 5 0
Certificate 1 5 0

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black or blue-black ink-copying ink.

The land to be transferred should be described in the margin, and the transfer should be made in the margin.

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

If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their solicitors.

If part only of the land is transferred in a Certificate of Title it is to be transferred as a "part" and not as a "lot" etc. D.P. being the land shown in the plan annexed hereto, and being the residue of the land in certificate (or grant) registered Vol. Fol. Where the content of the local council is required for subdivision the certificate and plan mentioned in the L.C. Act, 1919, should accompany the transfer.

Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-1943. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure of the same size and quality of paper as this instrument should be used.

A very short note will suffice.

If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Oaths, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.

Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

ARTHUR RICHARD THOMAS of Hamilton Mine Manager (formerly of Cardiff Colliery Proprietor and Later of Curlewis Mine Manager) (herein called transferor) being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of Two hundred and five pounds

(£205. 0. 0) (the receipt whereof is hereby acknowledged) paid to me by **ARTHUR LEO WILLIAMS** of Speers Point Orchardist (herein called transferee) do hereby transfer to the said transferee ALL such my Estate and Interest in the surface and the subsoil and strata underlying the surface to a depth of 50 feet therefrom ALL the land mentioned in the schedule following:

do hereby transfer to the said transferee

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

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Folio.	
Northumberland	Kahibah	Part	4993	244	That Part of the land shown in plan of survey annexed hereto.
Northumberland	Kahibah	Part	5490	37	Being part of the land shown on the plan of subdivision annexed hereto.

And the transferee covenants with the transferor Reserving to the transferor and his sequels in title as appurtenant to the mines veins beds and seams of coal and other minerals comprised in Certificates of Title Volume 4993 Folio 244 and Volume 5490 Folio 37 full and free right liberty and license in the ordinary course of mining operations which may be conducted under the land transferred to cause subsidence of the surface of the land transferred and thereby let do the surface thereof without being liable for any damage thereby caused.

PLAN REFILED IN PLAN ROOM AS F.P. 375870

ENCUMBRANCES, &c. REFERRED TO:

Reservation of gold and silver as in Crown Grant and covenant as contained in Transfer D354923 as regards land in Certificate of Title Volume 5490 Folio 37 Reservation of gold and silver and rights and covenant contained in Transfer C680429 as regards land in Certificate of Title Volume 4993 Folio 244.)

Signed at Newcastle the 26th day of February 19 51.
Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

John Oxley
Signed

ARTHUR RICHARD THOMAS
Transferor.

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

John Oxley
Signed

ARTHUR LEO WILLIAMS
Transferee(s).

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

* N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

REGD. OFF. 11105 ALBERT STREET SYDNEY, NEW SOUTH WALES.

F451827

LODGED BY **L. M. ALLEN & Co**

CONSENT OF MORTGAGEE¹
(N.B.—Before execution read marginal note.)

Law Stationers Co.
111 DUNDAS ST. SYDNEY

I,

mortgagee under Mortgage No. _____
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at _____ this _____ day of _____ 19____
Signed in my presence by _____

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within transfer.¹

Signed at _____ the _____ day of _____ 19____
Signed in the presence of— _____

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS²

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

¹ This content is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgagee should execute a formal discharge where the land transferred is the whole of the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

² Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

³ To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH
<i>P2</i>	<i>of mortgage instrument & draft of 50th Reg. Gen. Stat. & other docs</i>	To be filled in by person lodging dealing.
Checked by <i>[Signature]</i>	Particulars entered in Register Book.	Received Docs.
Passed (in S.D.B.) by <i>[Signature]</i>	Volume <i>5490</i> Folio <i>37</i> <i>4993</i> <i>244</i>	Nos.
Signed by <i>[Signature]</i>	On the <i>25th</i> day of <i>March</i> 19 <i>52</i> at _____ minutes past <i>12</i> o'clock in the _____ noon.	Receiving Clerk.
	<i>J. H. Pells</i> Registrar-General	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

	Initialed	Date
Sent to Survey Branch...		
Received from Records...		
Draft written ...	<i>[Signature]</i>	<i>30/10/51</i>
Draft examined...	<i>[Signature]</i>	<i>21/11/51</i>
Diagram prepared ...	<i>[Signature]</i>	<i>12/12/51</i>
Diagram examined ...	<i>[Signature]</i>	<i>13/12/51</i>
Draft forwarded ...	<i>[Signature]</i>	<i>13/12/51</i>
Supt. of Engrossers ...	<i>[Signature]</i>	<i>13/12/51</i>
Cancellation Clerk ...	<i>[Signature]</i>	<i>13/12/51</i>
VOL. 6506	FOL. 120	

K 1166 51437-W

EXECUTION OUTSIDE NEW SOUTH WALES.
If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) 15/-, if accompanied by the relevant title or evidence of production thereof, (b) 1/- otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer, (b) 1/- to 10/- for each new Certificate of Title issued, (c) 5/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 2/6 where partial discharge of a mortgage is endorsed on the Transfer, (f) 2/6 for each additional folio where the Certificate exceeds two folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.



23 October 2024

INFOTRACK PTY LTD
PO Box 4029
SYDNEY NSW 2001

Our Ref: 171350
Your Ref: 31639:192841
ABN 81 065 027 868

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

Fee Paid: 67.00
Receipt No: 13647454
Receipt Date: 21 October 2024

DESCRIPTION OF LAND

Address: 16 Amsdale Avenue, MACQUARIE HILLS NSW 2285
Lot Details: Lot 315 DP 244081
Parish: Kahibah
County: Northumberland

For: MORVEN CAMERON
GENERAL MANAGER

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

ADVICE PROVIDED IN ACCORDANCE WITH SUBSECTION (2)

1 Names of Relevant Planning Instruments and Development Control Plans

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

Lake Macquarie Local Environmental Plan 2014

Lake Macquarie Development Control Plan 2014

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 4 Koala habitat protection 2021

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

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

State Environmental Planning Policy (Housing) 2021 -

Chapter 2 Affordable housing

State Environmental Planning Policy (Housing) 2021 –

Chapter 3 Diverse housing

State Environmental Planning Policy (Housing) 2021 –

Chapter 4 Design of residential apartment development

State Environmental Planning Policy (Industry and Employment) 2021 –

Chapter 3 Advertising and signage

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 2 State and regional development

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 4 Concurrences and consents

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

Chapter 2 State significant precincts

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

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts-Regional) 2021

Chapter 2 State significant precincts

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

Chapter 2 State significant precincts

State Environmental Planning Policy (Primary Production) 2021 –

Chapter 2 Primary production and rural development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 3 Hazardous and offensive development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 4 Remediation of land

State Environmental Planning Policy (Resources and Energy) 2021 –

Chapter 2 Mining, petroleum production and extractive industries

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 2 Infrastructure

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 3 Educational establishments and child care facilities

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

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

Lake Macquarie Local Environmental Plan 2014 (Amendment No. RZ/4/2023) – Housing Diversity

Lake Macquarie Draft Development Control Plan 2014

- (3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if —
- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
 - (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.
- (4) In this section, proposed environmental planning instrument includes a planning proposal for a Local Environmental Plan or a Draft environmental planning instrument.

2 Zoning and land use under relevant Local Environmental Plans

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

- (a) (i) The identity of the zone applying to the land.
- R2 Low Density Residential
- under Lake Macquarie Local Environmental Plan 2014
- (ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.
- Exempt development as provided in Schedule 2; Home-based child care; Home occupations
- (iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.
- Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Hostels; Kiosks; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Sewage reticulation systems; Sewage treatment plants; Shop top housing; Tank-based aquaculture; Water recreation structures; Water recycling facilities; Water supply systems
- (iv) The purposes for which the Instrument provides that development is prohibited within the zone.
- Any other development not specified in item (ii) or (iii)

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

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

- (e) Whether the land is in a conservation area (however described).

No

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

Local Environmental Plan 2014 Schedule 5 Part 1 Heritage Items

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

Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas

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

Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites

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

Local Environmental Plan 2014 Schedule 5 Part 4 Landscape Items

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

Local Environmental Plan 2004 Schedule 4 Part 1 Heritage Items

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

Local Environmental Plan 2004 Part 11 Clause 150 Environmental Heritage

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

Local Environmental Plan 2014 Heritage Map

The land is not identified as a Village Precinct on the Heritage Map.

NOTE:

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

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

- (a) Nil

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

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

3 Contributions Plans

- (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.
Lake Macquarie City Council Development Contributions Plan - Glendale Contributions Catchment - 2015
The Lake Macquarie City Council Section 7.12 Contributions Plan – Citywide 2019
- (2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4, and the name of the Ministerial planning order in which the region is identified.
Yes,
The subject land is within The Lower Hunter Region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies.
- (3) If the land is in a special contributions area to which a continued 7.23 determination applies,

Nil

- (4) In this section continued 7.23 determination means a 7.23 determination that -
- (a) has been continued in force by the Act, Schedule 4, Part 1, and
 - (b) has not been repealed as provided by that part.

NOTE: **The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.**

4 Complying development

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

Housing Code

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

Low Rise Housing Diversity Code

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

Housing Alterations Code

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

Commercial and Industrial Alterations Code

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

Commercial and Industrial (New Buildings and Additions) Code

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

Subdivisions Code

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

Rural Housing Code

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

Greenfield Housing Code

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

General Development Code

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

Demolition Code

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

Fire Safety Code

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

Container Recycling Facilities Code

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

5 Exempt development

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

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

6 Affected building notices and building product rectification orders

- (1) (a) Whether there is any affected building notice of which the council is aware that is in force in respect of the land.

No, Council **has not** been notified that an affected building notice is in force in respect of this land.

- (b) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with.

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

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

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

- (2) In this section -

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

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

7 Land reserved for acquisition

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

No

8 Road widening and road realignment

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

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

No

- (b) any environmental planning instrument.

No

- (c) any resolution of the Council.

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

9 Flood related development controls information

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

No

- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

No

- (3) In this section -
flood planning area has the same meaning as in the Flood Risk Management Manual.

Flood Risk Management Manual means the *Flood Risk Management Manual*, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

probable maximum flood has the same meaning as in the Flood Risk Management Manual.

10 Council and other public authority policies on hazard risk restrictions

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

- (a) land slip or subsidence

Yes

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

(b) bushfire

No

(c) tidal inundation

No

(d) acid sulfate soils

Yes

Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by the Acid Sulfate Soils Map. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.

(e) contaminated or potentially contaminated land

Yes

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

(f) aircraft noise

No

(g) salinity

No

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

No

(2) In this section —

adopted policy means a policy adopted —

(a) by the council, or

(b) by another public authority, if the public authority has notified the council that the

policy will be included in a planning certificate issued by the council.

NOTE:

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

11 Bush Fire Prone Land

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

12 Loose-fill asbestos insulation

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

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

13 Mine subsidence

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

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

NOTE:

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

14 Paper subdivision information

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

Nil

(2) The date of any subdivision order that applies to the land.

Not Applicable

- (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

15 Property Vegetation Plans

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

16 Biodiversity stewardship sites

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

NOTE: Biodiversity stewardship agreements include biobanking agreements under the [Threatened Species Conservation Act 1995](#), Part 7A that are taken to be biodiversity stewardship agreements under the [Biodiversity Conservation Act 2016](#), Part 5.

17 Biodiversity Certified Land

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

NOTE: Biodiversity certified land includes land certified under the [Threatened Species Conservation Act 1995](#), Part 7AA that is taken to be certified under the [Biodiversity Conservation Act 2016](#), Part 8.

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

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

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

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

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

Nil

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

20 Conditions for seniors housing

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

Nil

21 Site compatibility certificates and conditions for affordable rental housing

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

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

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

Nil

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

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

- (4) In this section—

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

22 Water or sewerage services

Whether water or sewerage services are, or are to be, provided by a utility, other than a public water utility, under the Water Industry Competition Act 2006.

No

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

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

- (a) The land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,
No

- (b) The land to which the certificate relates is subject to a management order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,
No

- (c) The land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,
No

- (d) The land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,
No

- (e) The land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.
No



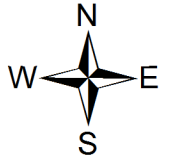
HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

16 AMSDALE

MACQUARIE HILLS NSW

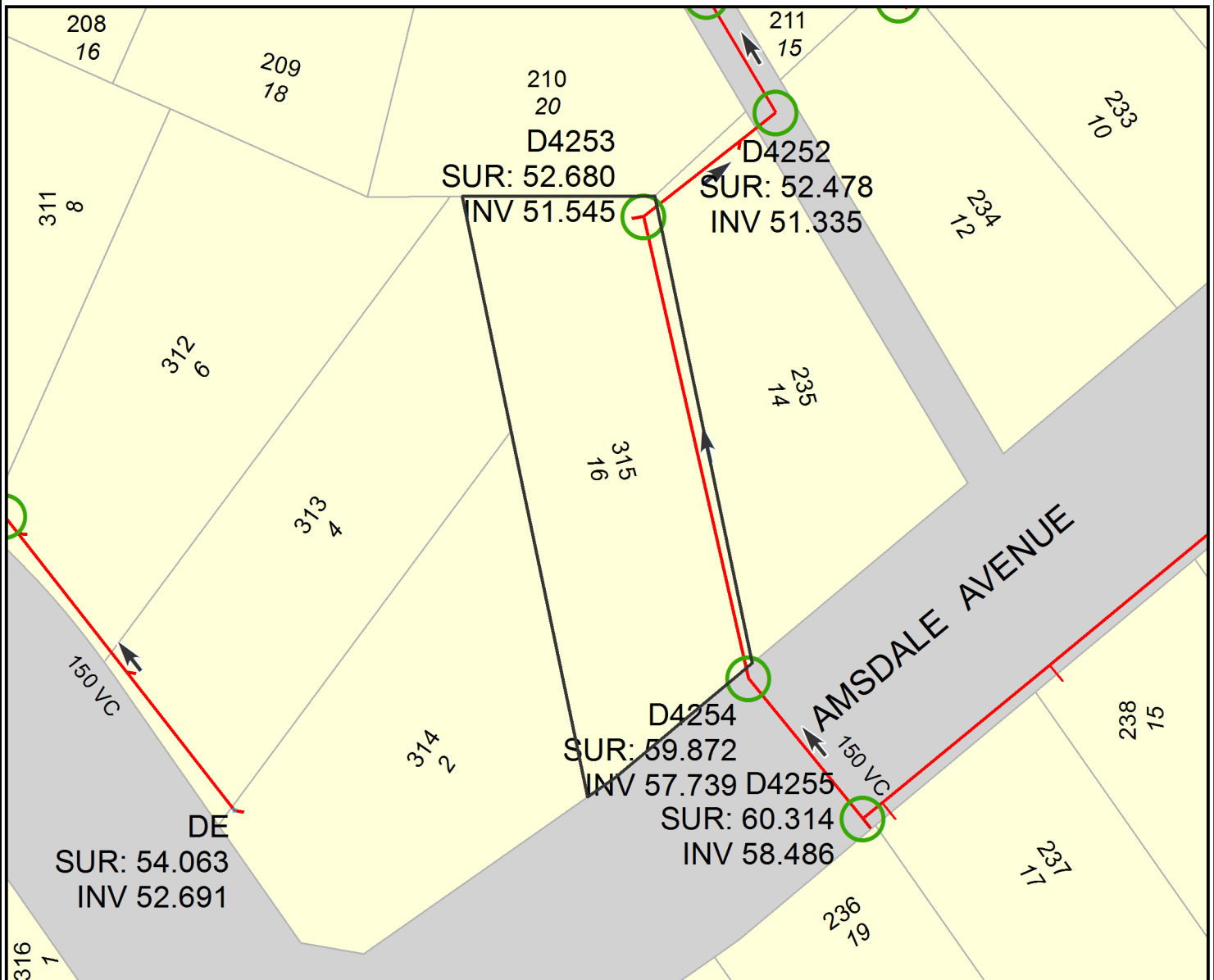
APPLICATION NO.: 2408159

APPLICANT REF: M 31639

RATEABLE PREMISE NO.: 4015400104

PROPERTY ADDRESS: 16 AMSDALE AVE MACQUARIE HILLS 2285

LOT/SECTION/DP:SP: 315//DP 244081



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

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

IMPORTANT:

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

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

Date: 21/10/2024

Scale at A4: 1:500

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CONTOUR DATA © AAMHatch
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SEWER/WATER/RECYCLED WATER
UTILITY DATA
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