

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	eXp Realty (Trading Name), eXp Australia Pty Ltd	email: david.cowan@expaustralia.com.au

co-agent

vendor

vendor's solicitor Cooper Williams Lawyers
Level 2 180 King Street Newcastle NSW 2300

phone: 0407 142 413
email: alana@cooperwilliams.com.au
ref: 250180

date for completion 28days after the contract date (clause 15)
land (address, 21 JEANS ST MUSWELLBROOK NSW 2333
plan details and Lot 1332 DEPOSITED PLAN 1164893
title reference) Folio Identifier 1332/1164893

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

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

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

inclusions ☒ air conditioning ☒ clothes line ☒ fixed floor coverings ☒ range hood
☒ blinds ☐ curtains ☒ insect screens ☐ solar panels
☒ built-in wardrobes ☒ dishwasher ☒ light fittings ☒ stove
☒ ceiling fans ☐ EV charger ☐ pool equipment ☐ TV antenna
☐ other:

exclusions

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>_____</p> <p>Vendor</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*
(GST residential withholding payment)☐ NO ☐ yes (if yes, vendor must provide 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 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 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
Home Building Act 1989	Other
<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 	<input type="checkbox"/> 60
Swimming Pools Act 1992	
<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 	

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 outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, 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.

21 JEANS ST MUSWELLBROOK NSW 2333

CONDITIONS OF SALE BY AUCTION

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

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

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

- (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

**THESE ARE THE FURTHER CONDITIONS TO THE CONTRACT FOR SALE AND PURCHASE
MADE**

BETWEEN [REDACTED]

AND (PURCHASER)

DATED DAY OF 2025

31. REAL ESTATE AGENCY

- 31.1 The Purchaser warrants the Purchaser was not introduced to the Vendor or the property by or through the medium of a Real Estate Agent/Agency other than the Vendor's Agent (if any).
- 31.2 In the event of any breach of the Purchaser's warranty (clause 31.1) the Purchaser must at all times indemnify the Vendor for and against any claim for commission made by any person other than the Vendor's agent together with all expenses arising out of any such claim.

32. PARTIES

If a party to this Contract:

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

then the other party may serve notice to rescind.

33. DEPOSIT

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

be an admitted debt due by the Purchaser to the Vendor payable forthwith.

33.5 This clause is supplemental to the Vendor's rights under clause 9.

34. REQUISITIONS – FORM OF

34.1 The form of requisitions to be served by the Purchaser under clause 5.1 shall be in the form of requisitions attached to this Contract and no other.

34.2 Requisitions provided for in this clause shall be deemed to have been served by the Purchaser on the date of this Contract.

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

35.1 The Vendor's rights under clause 7.1 shall arise where the Purchaser's claim exceeds 1% of the price (not 5%).

35.2 The Vendor shall have a right to rescind under clause 8 if the Vendor is unable or unwilling to comply with the requisition, regardless of the grounds (clause 8.1 is amended by the deletion of the words "on reasonable grounds").

36. WARRANTIES AND ACKNOWLEDGMENTS

36.1 The provisions set out in this Contract contain the entire agreement between the parties as at the date of this Contract notwithstanding any:

36.1.1 negotiations or discussions held; or

36.1.2 documents signed or brochures produced,
prior to the date of this Contract.

36.1 The Purchaser agrees that:

36.2.1 in entering into this Contract the Purchaser has not relied upon any warranty or representation made by or any other conduct of the Vendor or any person on behalf of the Vendor except those that are expressly provided in this Contract; and

36.2.2 the Purchaser is relying entirely upon his own enquiries relating to and inspection of the property.

36.3 Without limiting the generality of Clause 36.2 the Purchaser agrees that neither the Vendor nor anyone on behalf of the Vendor has made any representation or warranty upon which the Purchaser relies as to the fitness or suitability for any particular purpose of the property or of any financial return or income to be derived from the property.

36.4 The Purchaser accepts the property in its present state of repair and condition and subject to all latent and patent defects of quality.

37. BUILDING STRUCTURES – WORKS ORDERS/MINE SUBSIDENCE

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

Building Certificate

- 37.2 If as a result of the Purchaser's application or otherwise Council issues an Upgrading or Demolition Order in breach of the warranty provided for under the Conveyancing (Sale of Land) Regulations 2010 then the Vendor shall be entitled to treat the existence of such Upgrading or Demolition Order as objection to title to which Clause 8 of this Contract shall apply but the Purchaser's rights shall not be affected.
- 37.3 If the Local Council:
- 37.3.1 refuses to issue a Building Certificate, or fails to issue same within twenty eight (28) days of the date of making this Contract; or
 - 37.3.2 issues a Building Certificate but qualifies that Building Certificate in the letter issuing the Certificate requiring work to be done; or
 - 37.3.3 as a result of such application issues a Works Order (not being an Upgrading or Demolition Order) and the Vendor is unwilling to comply with that Works Order,
- then the Purchaser may rescind this Contract within fourteen (14) days of that event occurring but the Purchaser shall have no further or other remedy against the Vendor.
- 37.4 For the purpose of clause 37.3.3 the Vendor is unwilling to comply with a Works Order where the Vendor has failed to agree to do the work within seven (7) days of the notification of such Works Order.
- 37.5 A party shall promptly advise the other party concerning the outcome of an application for a Building Certificate under this clause.
- 37.6 A Purchaser shall not be required to comply with the Works Order issued as a result of an application for a Building Certificate (notwithstanding clause 11).

Mine Subsidence Insurance

- 37.7 If the Mine Subsidence Board issues a Certificate stating that the building structures do not have the benefit of insurance under the Mine Subsidence Compensation Act 1961 the Purchaser may rescind within fourteen (14) days of the issue of the Certificate. The Vendor shall be entitled to treat the absence of insurance as an objection to title to which clause 8 of this Contract shall apply.
- 37.8 Where the Purchaser does not have a right to rescind under this clause or does not exercise any rescission right available under this clause then the Purchaser shall complete in accordance with the Contract.

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

38. COMPLETION - ADDITIONAL CLAUSES

38. Land Tax Certificate

- 38.1.1 The Purchaser shall not be entitled to a Land Tax Certificate showing a charge is no longer effective against the land unless the Land Tax Certificate was served not less than seven (7) days before the completion date provided that the Vendor must give the Purchaser at completion an

undertaking to provide such a Certificate within seven (7) days of completion.

38.2 Notice to Complete

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

38.3 Interest

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

38.3.2 Interest shall be calculated:

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

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

39. DISCHARGE OF MORTGAGE

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

40. SWIMMING POOL

40.1 If the property contains a swimming pool, then:

40.1.1 The Vendor does not warrant that the swimming pool on the property complies with the requirements imposed by the Swimming Pools Act 1992 and the Regulations prescribed under that Act.

40.1.2 The Purchaser agrees that after completion the Purchaser will comply with the requirements of the Act and Regulations relating to access to the swimming pool, fencing and the erection of a warning notice and this special condition shall not merge upon completion of this Contract.

- 40.2 The Purchaser may not make any claim or raise any requisitions whatsoever in relation to the swimming pool or any non-compliance with the Swimming Pools Act 1992 or other relevant legislation.

41. ADJUSTMENTS

41.1.1 The purchaser acknowledges that in order for the adjustments to be correctly calculated, the purchaser or their legal representative will procure and provide to the vendor's legal representative no less than seven (7) days before the date of completion:

41.1.2 a certificate under section 603 of the Local Government Act 1993;

41.1.3 a special water meter read from the relevant authority, if applicable;

41.1.4 a section 66 certificate from Sydney Water, if applicable.

together with a settlement adjustment statement.

41.1.5 Each party agrees that if on completion an adjustment made (or allowed to be made) under this contract is overlooked or incorrectly calculated, then a party upon being requested by the other must immediately rectify the miscalculation and pay any such amount outstanding.

41.1.6 This clause shall not merge on completion.



FOLIO: 1332/1164893

SEARCH DATE	TIME	EDITION NO	DATE
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15/1/2025	9:22 AM	3	11/5/2018

LAND

LOT 1332 IN DEPOSITED PLAN 1164893
AT MUSWELLBROOK
LOCAL GOVERNMENT AREA MUSWELLBROOK
PARISH OF BROUGHAM COUNTY OF DURHAM
TITLE DIAGRAM DP1164893

FIRST SCHEDULE

[REDACTED]

(T AN331942)

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 G52796 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- 3 DP1164893 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- 4 DP1164893 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 5 DP1164893 EASEMENT TO DRAIN SEWAGE 3 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 AN331943 MORTGAGE TO MACQUARIE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

250180...

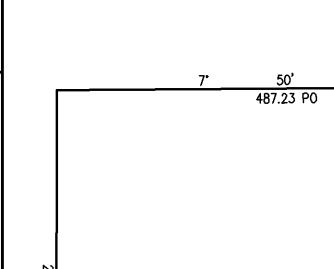
PRINTED ON 15/1/2025

SHORT LINES TABLE				
LINE	BEARING	DISTANCE		
1	312°45'	19.99		
2	110°14'10"	78.945		
3	104°09'30"	58.73		
4	99°59'20"	58.73		
5	93°47'20"	58.73		
6	88°36'10"	58.73		
7	84°08'50"	63.74		

SURVEYING & SPATIAL INFORMATION REGULATION 2006: CLAUSE 35(b) & 61(2)				
MARK	M.C.A. CO-ORDINATES	CLASS	ORDER	METHOD
PM 49793	304 439.053 6 426 355.730	B	2	—
PM 53039	302 723.080 6 425 630.792	B	2	—
PM 170355	304 116.346 6 426 352.407	C	—	GNSS
SSM 98661	302 786.791 6 426 285.683	C	4	—
SSM 159279	303 572.956 6 425 673.101	C	—	CADASTRAL TRAVERSE DP 1129000
SSM 175599	304 077.365 6 425 918.564	C	—	CADASTRAL TRAVERSE DP 1129000
SSM 172825	303 951.382 6 425 786.301	C	—	CADASTRAL TRAVERSE —
SSM 172826	303 807.502 6 425 828.716	C	—	GNSS
SSM 172827	303 664.096 6 425 777.553	C	—	CADASTRAL TRAVERSE —
SSM 172828	304 065.570 6 425 792.579	C	—	GNSS
SSM 172830	303 938.490 6 425 867.622	C	—	CADASTRAL TRAVERSE —
SSM 172832	303 815.615 6 425 745.914	C	—	GNSS

SOURCE: M.C.A. ZONE 36 CO-ORDINATES ADOPED FROM S.C.I.M.S. AS AT 7TH MAY 2012

Surveyor: BRETT DOUGLAS KITTEL		PLAN OF SUBDIVISION OF LOT 20 DP 24649, LOTS 5 AND 6 DP 245039 & LOT 1244 DP 11518566
Date of Survey: 17/8/12		
Surveyor's Ref: 05/144/13		
PP DP 1164893		
X/05_144_1305144_13.DP_F.dwg		

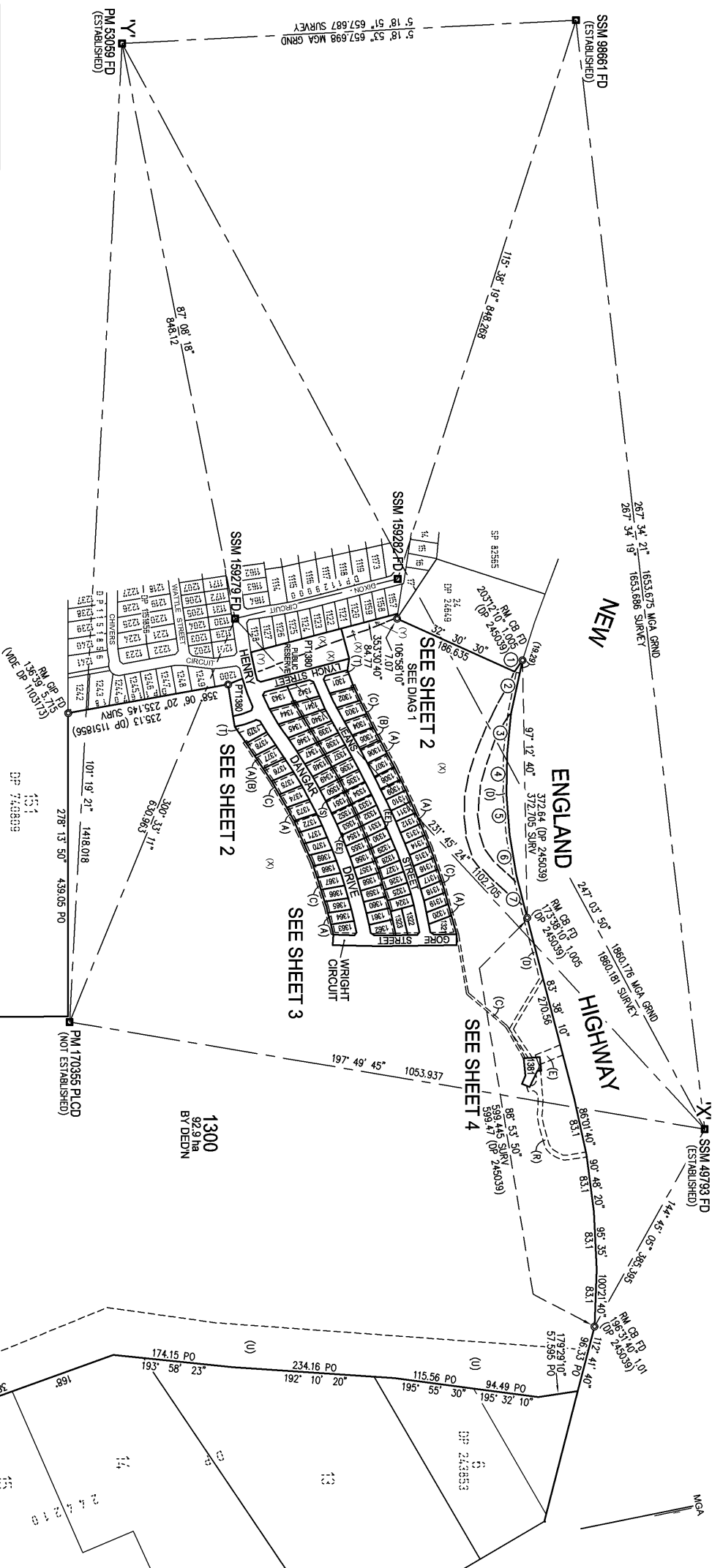
9. LOTS 5		
LGA: MUSWELLBROOK		
Locality: MUSWELLBROOK		
Subdivision No. 315		
Lengths are in metres. Reduction Ratio 1:4000		

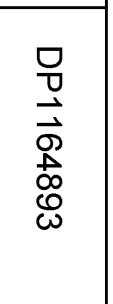
Registered:		DP1164893	
14.9.2012			

A survey map showing several land parcels. The parcels are labeled with their respective dimensions and identifiers. The dimensions are: 195.535 PO, 191' 34' 20", 20', 197' 1", 57' 35.6, 26' 35.6, and 20' 35 PO. The parcels are also labeled with the letters (E), (S), and (D). The map includes a dashed line representing a boundary or road.

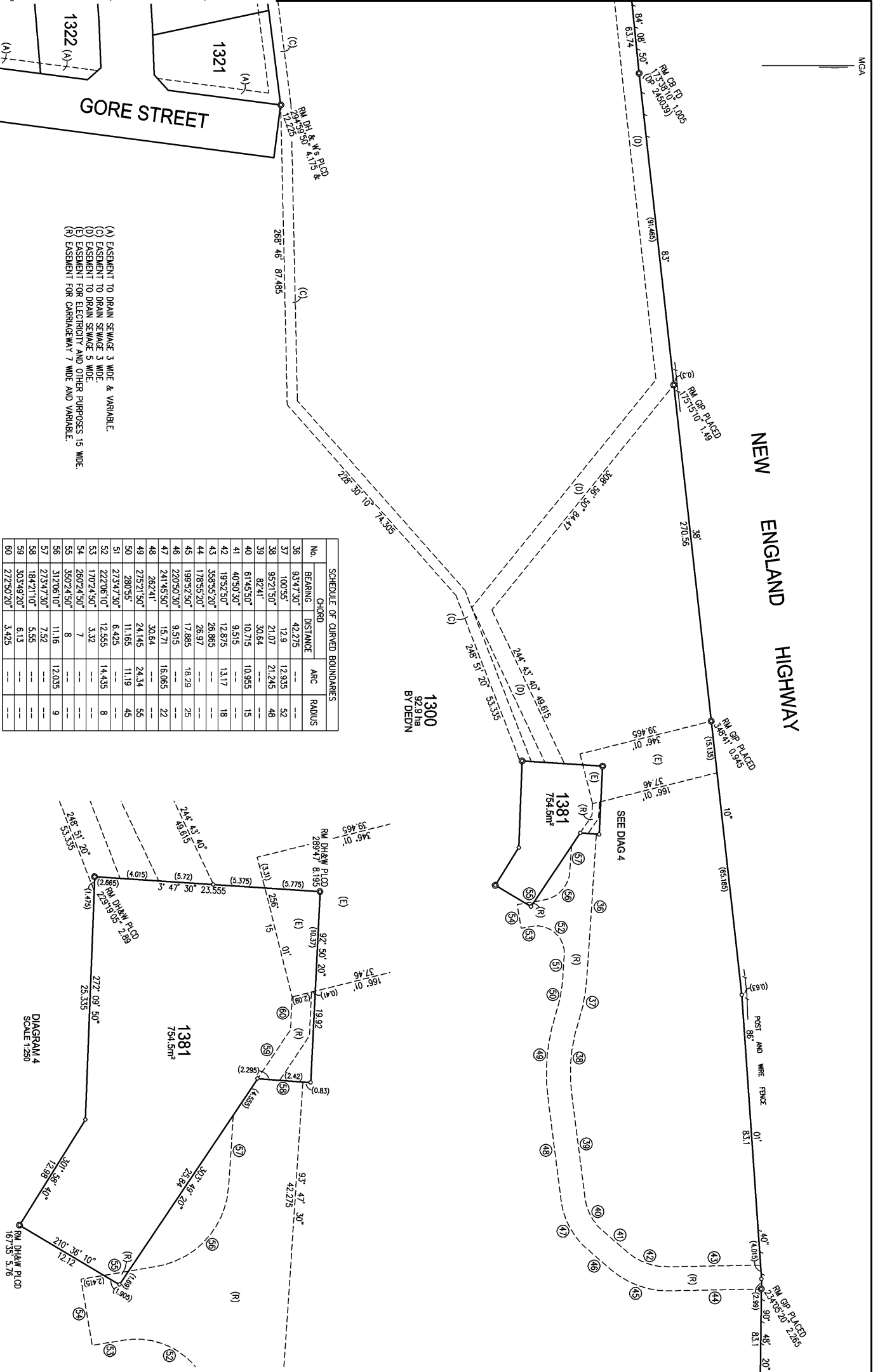
DP1164893

(E)









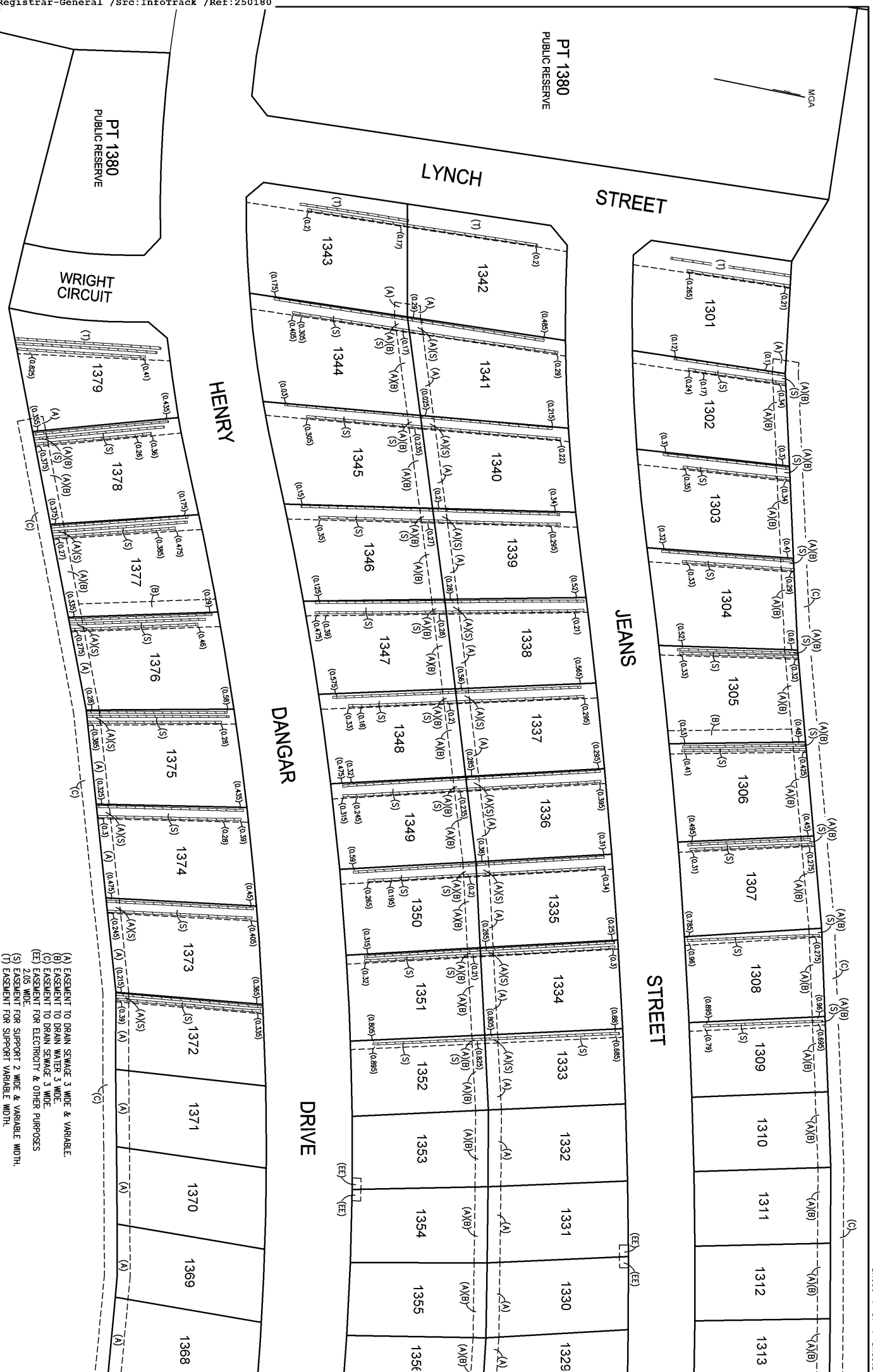
Surveyor: BRETT DOUGLAS KITTEL
 Date of Survey: 17/8/12
 Surveyor's Ref: 05/144/13
 PP DP 1164893

PLAN OF SUBDIVISION OF LOT 20 DP 24649, LOTS 5
 AND 6 DP 245039 & LOT 1244 DP 1151895.

LGA: MUSWELLBROOK
 Locality: MUSWELLBROOK
 Subdivision No: 315
 Lengths are in metres. Reduction Ratio 1:600

Registered:
 14.9.2012

DP1164893

PT 1380
PUBLIC RESERVEPT 1380
PUBLIC RESERVEWRIGHT
CIRCUIT

HENRY

DANGAR

DRIVE

JEANS

STREET

Surveyor: BRETT DOUGLAS KITTEL
 Date of Survey: 17/8/12
 Surveyor's Ref: 05/144/13
 PP DP 1164893
 X/05_144_1305/14_13_DP_F.dwg

PLAN OF SUBDIVISION OF LOT 20 DP 24649, LOTS 5
 AND 6 DP 245039 & LOT 1244 DP 1151896.

LGA: MUSWELLBROOK
 Locality: MUSWELLBROOK
 Subdivision No: 315
 Lengths are in metres. Reduction Ratio 1:600

Registered:
 14.9.2012

DP1164893

PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

IT IS INTENDED TO DEDICATE WRIGHT CIRCUIT, LYNCH STREET, JEANS STREET, GORE STREET AND THE EXTENSION HENRY DANGAR DRIVE TO THE PUBLIC AS PUBLIC ROAD.

IT IS INTENDED TO DEDICATE LOT 1380 AS PUBLIC RESERVE

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

1. EASEMENT TO DRAIN WATER 3 WIDE (B)
2. RESTRICTIONS ON THE USE OF LAND
3. RESTRICTIONS ON THE USE OF LAND
4. EASEMENT FOR SUPPORT 2 WIDE AND VARIABLE (S)
5. EASEMENT FOR SUPPORT VARIABLE WIDTH (T)
6. RESTRICTIONS ON THE USE OF LAND
7. EASEMENT TO DRAIN SEWAGE 3 WIDE AND VARIABLE (A)
8. EASEMENT TO DRAIN SEWAGE 3 WIDE (C)
9. EASEMENT TO DRAIN SEWAGE 5 WIDE (D)
10. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.05 WIDE (EE)
11. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 30 WIDE (E)
12. RIGHT OF CARRIAGEWAY 7 WIDE AND VARIABLE (R)
13. RESTRICTION ON THE USE OF LAND

Use PLAN FORM 6A

for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify
(Authorised Officer)

that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:.....

Date:.....

File Number:.....

Office:.....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed.....SUBDIVISION..... set out herein
(insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

Consent Authority: Muswellbrook Shire Council.....

Date of Endorsement: 24.8.12.....

Accreditation no: N/A.....

Subdivision Certificate no: 3.5.....

File no: DA263/2004 - STAGE 13.....

* Delete whichever is inapplicable.

DP1164893

Registered: 14.9.2012

Title System: Torrens

Purpose: Subdivision

PLAN OF SUBDIVISION OF LOT 20 DP24649, LOT 5 DP245039, LOT 6 DP245039 & LOT 1244 DP1151856

LGA: Muswellbrook

Locality: Muswellbrook

Parish: Broughan

County: Durham

Surveying & Spatial Regulation, 2006

I, Brett Douglas Kittel - Pulver Cooper & Blackley.....
of 98 Lawes Street, East Maitland.....
a surveyor registered under the *Surveying Act & Spatial Information Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying & Spatial Regulation, 2006* and was completed on: 17/8/2012.....
The survey relates to connections, Lots 1301 to 1379, 1380, 1381 only (Lot 1300 is partly compiled).

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature: Brett Kittel Dated: 29/8/12
Surveyor registered under the *Surveying Act, 2002*

Datum Line: 'X'-'Y'.....

Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP24649
DP245039
DP1103173
DP1129000
DP1156107

(If insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE:05/144/13

PP DP1164893

9/08/12

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

PLAN OF SUBDIVISION OF LOT 20 DP24649, LOT 5
DP245039, LOT 6 DP245039 & LOT 1244 DP1151856

DP1164893

Registered:



14.9.2012

Subdivision Certificate No:

315

Date of Endorsement:

24.8.12

THE COMMON SEAL of
EASTBROOK ESTATE PTY
LIMITED ACN 106 651 049 was hereunto
affixed duly in the presence of:

Director/Secretary

PETER BRIAN ICKLOW

Director

ALFRED MICHAEL VINCENT ATTARD

THE COMMON SEAL of
EASTBROOK PASTORAL PTY
LIMITED ACN 106 847 027 was hereunto
affixed duly in the presence of:

Director/Secretary

PETER BRIAN ICKLOW

Director

ALFRED MICHAEL VINCENT ATTARD

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

PLAN OF SUBDIVISION OF LOT 20 DP24649, LOT 5
DP245039, LOT 6 DP245039 & LOT 1244 DP1151856

DP1164893

Registered:



14.9.2012

Subdivision Certificate No:

315

Date of Endorsement:

24.8.12

Execution by Australia and New Zealand banking Group Limited:

Dated at Sydney this 27th Day of AUGUST 2012
 Executed by Australia and New Zealand Banking Group
 Limited (ACN 005 357 522)
 signed by its Attorney Anthony Robins.
 who certifies that he is Manager Property & Construction
 Finance pursuant to Power of Attorney Registered
 No. 564 Book 4388

Signed in the presence of

(Signature)

Florence Lai

(Print Name)

Analyst

(Title)

Execution by Abacus Muswellbrook Pty Ltd:

EXECUTED pursuant to
s.127 Corporations Act

 LEONARD CLYDE LLOYD
 DIRECTOR


 ELLIS NEVILLE VAREJES
 COMPANY SECRETARY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

PLAN OF SUBDIVISION OF LOT 20 DP24649, LOT 5
DP245039, LOT 6 DP245039 & LOT 1244 DP1151856

DP1164893

Registered:



14.9.2012

Subdivision Certificate No:

315

Date of Endorsement:

24.8.12

EXECUTED for and on behalf of AUSGRID)

ABN 67 505 337 385 Katherine Margaret Gunton)

its duly constituted Attorney pursuant)

to Power of Attorney registered Book 4528)

No. 401 in the presence of:-)

Attorney

Witness

Bridget DUNE THOMPSON

Name of Witness

570 George Street
Sydney NSW 2000

Address of Witness

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
 INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE
 OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
 SECTION 88B CONVEYANCING ACT 1919.**

(Sheet 1 of 17 Sheets)

Plan: **DP1164893**

Plan of Subdivision of Lot 20 DP24649, Lot 5
 DP245039, Lot 6 DP245039 & Lot 1244
 DP1151856 covered by Subdivision Certificate
 No. 315 Dated: 24.8.12

Full name and address of the owner of
 the land:
 (Part formerly in Lot 1244
 DP1151856)

Eastbrook Estate Pty Limited
 ACN 106 651 049
 12/33 Ryde Road
 Pymble NSW 2075

Full name and address of the owner of
 the land:
 (Part formerly in Lot 20 DP24649,
 Lot 5 DP245039 & Lot 6 DP245039)

Eastbrook Pastoral Pty Limited
 ACN 106 847 027
 12/33 Ryde Road
 Pymble NSW 2075

Full name and address of the
 mortgagee of the land:

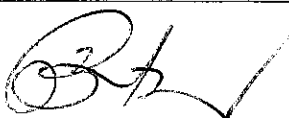
Australia and New Zealand Banking Group Limited
 ACN 005 357 522
 Level 18, 20 Martin Place,
 Sydney NSW 2000

Full name and address of the
 mortgagee of the land:

Abacus Muswellbrook Pty Ltd
 ACN 124 859 249

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to Drain Water 3 Wide (B)	1302 1303 1304 1305 1344 1345 1346 1347 1348 1349 1350 1351 1352 1353 1354 1355 1356	1301 1301, 1302 1301 to 1303 incl. 1301 to 1304 incl. 1343 1343, 1344 1343, 1345 1343 to 1346 incl. 1343 to 1347 incl. 1343 to 1348 incl. 1343 to 1349 incl. 1343 to 1350 incl. 1343 to 1351 incl. 1343 to 1352 incl. 1343 to 1353 incl. 1343 to 1354 incl. 1343 to 1355 incl.




**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
 INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE
 OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
 SECTION 88B CONVEYANCING ACT 1919.**

(Sheet 2 of 17 Sheets)

Plan: DP1164893

Plan of Subdivision of Lot 20 DP24649, Lot 5
 DP245039, Lot 6 DP245039 & Lot 1244
 DP1151856 covered by Subdivision Certificate
 No. 315 Dated: 24.8.12

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
		1357 1358 1359 1360 1361 1362 1378 1377	1343 to 1356 incl. 1343 to 1357 incl. 1343 to 1358 incl. 1343 to 1359 incl. 1343 to 1360 incl. 1343 to 1361 incl. 1379 1378, 1379
2	Restrictions on the Use of Land	1301 to 1379 inclusive	Every other lot except 1300, 1380 and 1381
3	Restrictions on the Use of Land	1301 to 1379 inclusive	Every other lot except 1300, 1380 and 1381
4	Easement for Support 2 wide and variable width (S)	1302 1303 1304 1305 1306 1307 1308 1309 1333 1334 1335 1336 1337 1338 1339 1340 1341 1344 1345 1346 1347 1348	1301 1302 1303 1304 1305 1306 1307 1308 1334, 1351, 1352 1335, 1350, 1351 1336, 1349, 1350 1337, 1348, 1349 1338, 1347, 1348 1339, 1346, 1347 1340, 1345, 1346 1341, 1344, 1345 1342, 1343, 1344 1341, 1342, 1343 1340, 1341, 1344 1339, 1340, 1345 1338, 1339, 1346 1337, 1336, 1347

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
 INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE
 OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
 SECTION 88B CONVEYANCING ACT 1919.**

(Sheet 3 of 17 Sheets)

Plan: DP1164893

Plan of Subdivision of Lot 20 DP24649, Lot 5
 DP245039, Lot 6 DP245039 & Lot 1244
 DP1151856 covered by Subdivision Certificate
 No. 315 Dated: 24.8.12

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
		1349 1350 1351 1352 1372 1373 1374 1375 1376 1377 1378	1336, 1337, 1348 1335, 1336, 1349 1334, 1335, 1350 1333, 1334, 1351 1373 1374 1375 1376 1377 1378 1379
5	Easement for Support variable width (T)	1301, 1342, 1343, 1379	Muswellbrook Shire Council
6	Restrictions on the Use of Land	1301 1302 1303 1304 1305 1306 1307 1308 1309 1333 1334 1335 1336 1337 1338 1339 1340 1341 1342 1343 1344 1345	1302 1301, 1303 1302, 1304 1303, 1305 1304, 1306 1305, 1307 1306, 1308 1307, 1309 1308 1334, 1352 1333, 1335, 1351 1334, 1336, 1350 1335, 1337, 1349 1336, 1338, 1348 1337, 1339, 1347 1338, 1340, 1346 1339, 1341, 1345 1340, 1342, 1344 1341, 1343 1342, 1344 1341, 1343, 1345 1340, 1344, 1346

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
 INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE
 OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
 SECTION 88B CONVEYANCING ACT 1919.**

(Sheet 4 of 17 Sheets)

Plan: DP1164893

Plan of Subdivision of Lot 20 DP24649, Lot 5
 DP245039, Lot 6 DP245039 & Lot 1244
 DP1151856 covered by Subdivision Certificate
 No. 315 Dated: 24.8.12

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
		1346 1347 1348 1349 1350 1351 1352 1372 1373 1374 1375 1376 1377 1378 1379	1339, 1345, 1347 1338, 1346, 1348 1337, 1347, 1349 1336, 1348, 1350 1335, 1349, 1351 1334, 1350, 1352 1333, 1351 1373 1372, 1374 1373, 1375 1374, 1376 1375, 1377 1376, 1378 1377, 1379 1378
7	Easement to Drain Sewage 3 Wide and variable (A)	1301 to 1379 inclusive	Muswellbrook Shire Council
8	Easement to Drain Sewage 3 Wide (C)	1300	Muswellbrook Shire Council
9	Easement to Drain Sewage 5 Wide (D)	1300	Muswellbrook Shire Council
10	Easement for Electricity and other purposes 2.05 wide (EE)	1330, 1331, 1353, 1354	Ausgrid ABN 67 505 337 385
11	Easement for Electricity and other purposes 15 wide (E)	1300, 1381	Ausgrid ABN 67 505 337 385
12	Right of Carriageway 7 wide and variable (R)	1300 1381	Ausgrid ABN 67 505 337 385 Muswellbrook Shire Council Ausgrid ABN 67 505 337 385

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE
OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B CONVEYANCING ACT 1919.**

(Sheet 5 of 17 Sheets)

Plan: DP1164893

Plan of Subdivision of Lot 20 DP24649, Lot 5
DP245039, Lot 6 DP245039 & Lot 1244
DP1151856 covered by Subdivision Certificate
No. 315 Dated: 28.8.12

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
13	Restriction on the Use of Land	1310 to 1326 inclusive	Muswellbrook Shire Council

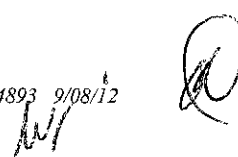
Part 2 (Terms)

1. Terms of restrictions on the use of land numbered two in the plan

- (a) No main building shall be erected on the Lot Burdened having a flat roof unless the design thereof be firstly approved by Eastbrook and as to what constitutes a flat roof shall be determined by Eastbrook whose decision shall be final and binding.
- (b) No building shall be erected on the Lot Burdened having a roof of :
 - (i) corrugated tin, iron, steel or aluminium unless it is non reflective, or
 - (ii) fibre cement, asbestos cement, fibre glass or any other material of a similar nature.
- (c)
 - (i) No fence shall be erected on the Lot Burdened closer to the street than the house building line as fixed by the Council,
 - (ii) Any fence erected on the front alignment of the Lot Burdened for a distance equal to such building line shall not exceed 0.76 metres in height.
- (d) No trees standing on the Lot Burdened shall be lopped, topped, ring barked or removed without the prior consent of the Council.
- (e) No advertisement hoarding sign or sign offering land only for sale or any other similar structure will be erected or permitted to remain on the Lot Burdened nor shall any Lot Burdened or building erected thereon be used for the display of any advertisement sign or notice, provided that this restriction shall not prevent the display of a builder's sign no larger than 1.90 x 1.20. If the Registered Proprietor or any one acting on behalf of the Registered Proprietor places a sign on the Lot Burdened in contravention of this restriction Eastbrook shall be entitled to remove the sign and the Registered Proprietor grants to Eastbrook a licence to enter on to the Lot Burdened for this purpose.
- (f) No main building shall be erected on the Lot Burdened which has a floor area, including car accommodation, of less than 140 square metres.



PPN DP1164893 9/08/12



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE
OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B CONVEYANCING ACT 1919.**

(Sheet 6 of 17 Sheets)

Plan: DP1164893

Plan of Subdivision of Lot 20 DP24649, Lot 5
DP245039, Lot 6 DP245039 & Lot 1244
DP1151856 covered by Subdivision Certificate
No. 315 Dated: 24.8.12

- (g) No garage or outbuilding shall be erected or permitted to remain on the Lot Burdened except until after or concurrently with the erection of any main building.
- (h) (i) No main building shall be erected on the Lot Burdened unless it has an attached garage and such garage shall have a minimum floor area of 15 square metres.
- (ii) No carport may be erected on the Lot Burdened.
- (iii) No shed other than a garden shed as referred to in clause 3 (s) may be erected or permitted to remain on the Lot Burdened unless it:
- is approved by Council,
 - is only used for purposes approved by Council, and in any event not for any commercial purposes,
 - has a floor area which does not exceed 30 square metres,
 - is of a height to the top of the side wall which does not exceed 2.7 metres,
 - is of the same colour as per the fencing requirements described in paragraph (m)(iii) of these restrictions, and
 - has no extensions or additions erected to it.
- (iv) Not more than one shed of the kind permitted under clause 3 (i)(iii) may be erected or permitted to remain upon the Lot Burdened.
- (v) No "lean to" addition or extension to any approved shed upon the Lot Burdened shall be erected or permitted to remain.
- (i) No garage or shed on the Lot Burdened shall be used as or be converted for use as a habitable area. For the purpose of this restriction a habitable area shall be defined as any room capable of being lived in and shall include kitchens, bedrooms, bathrooms, living rooms, dining rooms, rumpus rooms and sunrooms or the like either singularly or in combination with each other or with other rooms.
- (j) (1) Subject to paragraph 1 (j) (2) unless Registered Proprietor obtains the prior written consent of Eastbrook the Registered Proprietor shall not:
- (i) construct more than one dwelling on the Lot Burdened,



PPN DP1164893 9/08/12



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE
OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B CONVEYANCING ACT 1919.**

(Sheet 7 of 17 Sheets)

Plan: DP1164893

Plan of Subdivision of Lot 20 DP24649, Lot 5
DP245039, Lot 6 DP245039 & Lot 1244
DP1151856 covered by Subdivision Certificate
No. 315 Dated: 24.8.12

- (ii) construct any building of the nature known as semi-detached duplex on the Lot Burdened,
- (iii) use or permit to be used the Lot Burdened for any purpose other than as a private dwelling,
- (iv) alter a building on the Lot Burdened in such a way as to create a further dwelling on the Lot Burdened,
- (v) subdivide the Lot Burdened, or
- (vi) operate or permit to be operated upon or about the Lot Burdened a childcare centre, kindergarten or other similar activity.
- (2) The restrictions in paragraphs 1 (j) (1) (i) and (ii) do not apply to Lots 1321, 1322, 1362 and 1363
- (k) No main building on the Lot Burdened shall be used or occupied for residential purposes until completion of the construction of garaging or other vehicle accommodation.
- (l)
 - (i) No fence shall be constructed with fibre cement or asbestos cement or fibreglass or any other material of a similar nature.
 - (ii) No paling fence shall be constructed, and the determination of Eastbrook as to what constitutes a paling fence shall be final and binding.
 - (iii) No fence, including posts and trim, shall be constructed of a height not exceeding 1.8 metres, with steel sheeting unless the sheeting is of a dark green colour, being Cottage Green in colourbond sheeting as produced by Bluescope, or an equivalent colour as approved by Eastbrook.
 - (iv) No fence shall be erected on the boundary of any Lot Burdened which is adjacent to an open area or park area unless that fence is:
 - of a height of not less than 1.8 metres, and
 - made of black chain wire.
 - (v) If the Lot Burdened is a corner lot with two street frontages then the Registered Proprietor shall not:



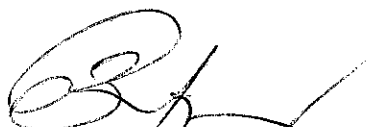
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE
OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B CONVEYANCING ACT 1919.**

(Sheet 8 of 17 Sheets)

Plan: DP1164893

Plan of Subdivision of Lot 20 DP24649, Lot 5
DP245039, Lot 6 DP245039 & Lot 1244
DP1151856 covered by Subdivision Certificate
No. 315 Dated: 24.8.12

- erect a fence of any kind on the street frontage which is the front area of the dwelling, or
- erect any fence on the street frontage which is the side of the dwelling unless such side fence is:
 - (A) constructed of brick,
 - (B) of a height not less than 1.8 metres,
 - (C) set back from the front building line of the dwelling (at its point most distant from the front street) by not less than 1 metre, and
 - (D) established not less than 450mm from the boundary so as to enable the establishment of a planting strip along the side boundary upon the Lot Burdened between the fence and the street boundary.
- (m) No motor vehicle weighing over three tonnes shall be garaged, stored or permitted to remain on the Lot Burdened or the roadway adjacent to the Lot Burdened.
- (n) The Registered Proprietor shall not undertake any landscaping of the Lot Burdened unless such landscaping is carried out in accordance with the design requirements for landscaping for the Estate as provided by Eastbrook which landscaping must be completed:
 - (i) as to the front grounds of the Lot Burdened - within six months of completion of construction of a dwelling, and
 - (ii) as to the rear grounds of the Lot Burdened - within twelve months of completion of the construction of a dwelling.
- (o) The width of any constructed driveway at the point the driveway crosses from the Lot Burdened to public land adjacent to the street shall not exceed four (4) metres.
- (p) The Registered Proprietor shall not establish any letterbox on the Lot Burdened unless the letterbox is in the form of the standard design for the Estate as issued by Eastbrook from time to time.
- (q) No water tank shall be located on the Lot Burdened unless the water tank is:
 - (i) located within the Lot Burdened in a position approved by Eastbrook, and



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE
OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B CONVEYANCING ACT 1919.**

(Sheet 9 of 17 Sheets)

Plan: DP1164893

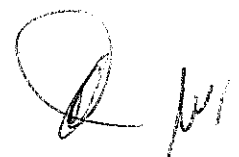
Plan of Subdivision of Lot 20 DP24649, Lot 5
DP245039, Lot 6 DP245039 & Lot 1244
DP1151856 covered by Subdivision Certificate
No. 315 Dated: 28.8.12

- (ii) of a colour which is Cottage Green in colourbond sheeting as produced by Bluescope, or an equivalent colour as approved by Eastbrook.
 - (r) The Registered Proprietor shall not erect a garden shed on the Lot Burdened unless the garden shed is:
 - (i) of a size approved by Eastbrook,
 - (ii) located within the Lot Burdened in a position approved by Eastbrook, and
 - (iii) constructed of such materials and of such design as are approved by Eastbrook.
- If the garden shed as approved by Eastbrook is constructed of colourbond sheeting it shall be of a colour which is Cottage Green as produced by Bluescope, or an equivalent colour as approved by Eastbrook.
- (s) No fence shall be erected on the Lot Burdened to divide it from any adjoining land in the Estate owned by Eastbrook without the consent of Eastbrook but such consent shall not be withheld if such fence is erected without expense to Eastbrook. This restriction shall remain in force in respect of a Lot Burdened only during such time as Eastbrook is the registered proprietor of any land immediately adjoining the Lot Burdened.
 - (t) This restriction on use of land does not apply to that part of lots 1330, 1331, 1353, 1354 burdened by the Easement for Electricity & other purposes 2.05 wide (EE) numbered ten in this plan benefitting Ausgrid

The corporation which is empowered to and has the right to release vary or modify or enforce these restrictions without the consent or concurrence of any Registered Proprietor is Eastbrook for the period commencing upon the date of registration of the Plan and terminating on the date upon which Eastbrook ceases to be the registered proprietor of any lot in Stage 13.

Any release variation or modification of these restrictions in respect of a Lot Burdened shall be made and done in all respects at the cost and expense of the Registered Proprietor.

In addition to the lots benefited by these restrictions on the use of land, during the period specified in the preceding paragraph Eastbrook shall be entitled to the benefit of these restrictions and may bring proceedings to enforce these restrictions notwithstanding that at the time of commencement of any such proceedings it may not itself be the proprietor of any lot benefited by these restrictions.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE
OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B CONVEYANCING ACT 1919.**

(Sheet 10 of 17 Sheets)

Plan: DP1164893

Plan of Subdivision of Lot 20 DP24649, Lot 5
DP245039, Lot 6 DP245039 & Lot 1244
DP1151856 covered by Subdivision Certificate
No. 315 Dated: 24.8.12

2. Terms of restrictions on the use of land numbered three in the plan

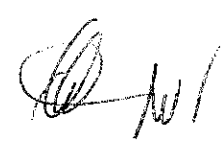
- (a) The Registered Proprietor shall not seek approval from Council for, and shall not establish a dwelling upon the Lot Burdened unless a water tank of a kind approved by Council is established on the Lot Burdened in connection with the establishment of the dwelling.
- (b) No fence, including posts and trim, shall be constructed with steel sheeting unless the sheeting is of dark green colour, being Cottage Green in colourbond sheeting as produced by Bluescope, or an equivalent colour as approved by Eastbrook.
- (c) No fence may be established on the Lot Burdened, or a boundary thereof, which is closer to the street frontage of the Lot Burdened than the distance between the front boundary of the Lot Burdened and the front of the dwelling erected thereon less 1 metre.

3. Terms of easement for support 2 wide and variable (S) numbered four in the plan.

- 3.1 The owners of the lots burdened grant to the owners of the lots benefited the right for the lot benefited and all improvements, structures and fixtures constructed, erected or installed on the lot benefited at any time, including any walls, support columns, slabs, foundations and footings, to be supported by the lot burdened to the extent that the lot benefited derives support from the retaining wall and other improvements on the lot burdened.
- 3.2 The owner of the lot burdened must:
 - (a) not do anything which will detract from the support of the lot benefited; and
 - (b) at its own cost, maintain and repair the support that the lot burdened provides the lot benefited by, amongst other things, ensuring that the support is regularly inspected, maintained, repaired and kept in a sound and safe structural condition.
- 3.3 If the owner of the lot burdened does not maintain the support provided by the lot burdened to the lot benefited as required under clause 3.2, the owner of the lot benefited may, at the cost of the owner of the lot burdened, do anything reasonably necessary for the purpose of exercising its rights under this easement, including:
 - (a) carrying out work on the lot burdened to ensure that support is maintained to the lot benefited; and
 - (b) entering the lot burdened with or without tools and equipment and remaining there for any reasonable period of time for that purpose.
- 3.4 In exercising its rights under this easement, the owner of the lot benefited must:
 - (a) ensure all work is done properly;
 - (b) cause as little damage as is practicable to the lot burdened and any improvement on it;
 - (c) restore the lot burdened as nearly as is practicable to its former condition;



PPN DP1164893 9/08/12



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
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OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B CONVEYANCING ACT 1919.**

(Sheet 11 of 17 Sheets)

Plan: DP1164893

Plan of Subdivision of Lot 20 DP24649, Lot 5
DP245039, Lot 6 DP245039 & Lot 1244
DP1151856 covered by Subdivision Certificate
No. 315 Dated: 28.8.12


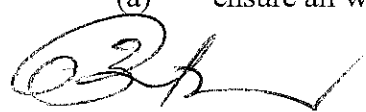
- (d) make good any collateral damage; and
- (e) comply with statute law pertaining to the use of the lot burdened for the permitted purpose under this easement.

- 3.5 Except when urgent work is required, the owners of the lots benefited must;
- (a) give the owners of the lots burdened reasonable notice of intention to enter the lots burdened; and
 - (b) only enter the lots burdened during times reasonably agreed with the owners of the lots burdened.

- 3.6 The obligation on the owner of the lot burdened to comply with the terms of this easement is subject to and conditional on the owner of the lot benefited complying with its obligations granted in favour of the owner of the lot burdened (if any) under the restriction on the use of land numbered six in the Plan.

4. Terms of easement for support variable width (T) numbered five in the plan.

- 4.1 The owners of the lots burdened grant the authority benefited the right for the land owned by the authority benefited to be supported by the lot burdened to the extent that the land owned by the authority benefited derives support from the retaining wall and other improvements on the lot burdened.
- 4.2 The owner of the lot burdened must:
- (a) not do anything which will detract from the support of the land owned by the authority benefited; and
 - (b) at its own cost, maintain and repair the support that the lot burdened provides the land owned by the authority benefited by, amongst other things, ensuring that the support is regularly inspected, maintained, repaired and kept in a sound and safe structural condition.
- 4.3 The authority benefited must not do anything which will detract from the stability of the retaining wall constructed on the lot burdened.
- 4.4 If the owner of the lot burdened does not maintain the support provided by the lot burdened to the land owned by the authority benefited as required under clause 3.2, the authority benefited may, at the cost of the owner of the lot burdened, do anything reasonably necessary for the purpose of exercising its rights under this easement, including:
- (a) carrying out work on the lot burdened to ensure that support is maintained to the land owned by the authority; and
 - (b) entering the lot burdened with or without tools and equipment and remaining there for any reasonable period of time for that purpose.
- 4.5 In exercising its rights under this easement, the authority benefited must:
- (a) ensure all work is done properly;



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
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SECTION 88B CONVEYANCING ACT 1919.**

(Sheet 12 of 17 Sheets)

Plan: DP1164893

Plan of Subdivision of Lot 20 DP24649, Lot 5
DP245039, Lot 6 DP245039 & Lot 1244
DP1151856 covered by Subdivision Certificate
No. 315 Dated: 24.8.12

- (b) cause as little damage as is practicable to the lot burdened and any improvement on it;
- (c) restore the lot burdened as nearly as is practicable to its former condition;
- (d) make good any collateral damage; and
- (e) comply with statute law pertaining to the use of the lot burdened for the permitted purpose under this easement.

4.6 Except when urgent work is required, the authority benefited must:

- (a) give the owners of the lots burdened reasonable notice of intention to enter the lots burdened; and
- (b) only enter the lots burdened during times reasonably agreed with the owners of the lots burdened.

5. Terms of restrictions on the use of land numbered six in the plan

5.1 The owners of the lots burdened must not commence construction of a dwelling on the lot burdened or install a slab, foundations or footings on the lot burdened unless it has obtained a report from a practising geotechnical engineer certifying that the carrying out of the proposed works and the works as completed will not:

- (a) interfere with the support the lot burdened offers a lot benefited; or
- (b) detract from the stability of any retaining wall constructed within a lot benefited.

5.2 The owners of the lots burdened must not:

- (a) do anything;
- (b) allow anything to occur or be done;
- (c) carry out any minor works; or
- (d) plant a tree or a shrub,

in a manner which may detract from the stability of any retaining wall located on a lot benefited.

6. Terms of Easement for Electricity and other Purposes 2.05 wide (EE) numbered ten in the plan.

An easement is created on the terms and conditions set out in memorandum registered number AG823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
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SECTION 88B CONVEYANCING ACT 1919.**

(Sheet 13 of 17 Sheets)

Plan: DP1164893

Plan of Subdivision of Lot 20 DP24649, Lot 5
DP245039, Lot 6 DP245039 & Lot 1244
DP1151856 covered by Subdivision Certificate
No. 315 Dated: 24-8-12

7. Terms of Easement for Electricity and other Purposes 15 wide (E) numbered eleven in the plan.

An easement is created on the terms and conditions set out in memorandum registered number AG823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

8. Terms of Right of Carriageway 7 wide and variable (R) numbered twelve in the plan.

A Right of Carriageway within the meaning of Part 1 Schedule 4A of the Conveyancing Act 1919 together with a right to park vehicles within the Right of Carriageway.

9. Terms of restriction on the use of land numbered thirteen in the plan

No habitable building(s) shall be permitted to be constructed unless in accordance with the recommendations for noise attenuation measures contained in Appendix C of Spectrum Acoustics Noise Assessment dated 26 August 2009 and lodged with Council, approved with development consent 263/2004 as amended or varied.

Definitions

In this Instrument:

"Council" means Muswellbrook Shire Council.

"dwelling" includes any building or part of a building designed for or suitable for separate self contained occupancy.

"Eastbrook" shall mean Eastbrook Estate Pty Limited & Eastbrook Pastoral Pty Limited their successors nominees or assigns other than purchasers on sale.

"Estate" means the Eastbrook Links Estate being the total residential development of Eastbrook upon land within which the Lot Burdened is located.

"Lot Burdened" means a lot burdened by this restriction on the use of land and includes each and every part of such a lot.

"Plan" shall mean the plan of subdivision to which this instrument relates.

"Registered Proprietor" means the registered proprietor from time to time of the Lot Burdened.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
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(Sheet 14 of 17 Sheets)

Plan: DP1164893

Plan of Subdivision of Lot 20 DP24649, Lot 5
DP245039, Lot 6 DP245039 & Lot 1244
DP1151856 covered by Subdivision Certificate
No. 315 Dated: 26.5.12

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE
EASEMENTS NUMBERED ONE, FOUR AND FIVE AND THE RESTRICTIONS ON THE USE
OF LAND NUMBERED SIX IN THE PLAN.

Muswellbrook Shire Council. The cost and expense of any release, variation or modification shall
be borne by the person or corporation requesting the same in all respects.

NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY THE RESTRICTIONS
ON THE USE OF LAND NUMBERED TWO IN THE PLAN.

Eastbrook Pastoral Pty Limited

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE
RESTRICTIONS ON THE USE OF LAND NUMBERED THREE AND THIRTEEN AND THE
EASEMENTS NUMBERED SEVEN, EIGHT AND NINE IN THE PLAN.

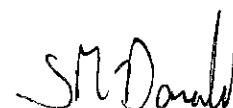
Muswellbrook Shire Council

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE
EASEMENTS NUMBERED TEN AND ELEVEN IN THE PLAN.

Ausgrid

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE RIGHT OF
CARRIAGEWAY NUMBERED TWELVE IN THE PLAN.

Ausgrid and Muswellbrook Shire Council



Authorised Person
Muswellbrook Shire Council



PPN DP1164893 9/08/12



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
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(Sheet 15 of 17 Sheets)

Plan: DP1164893

Plan of Subdivision of Lot 20 DP24649, Lot 5
DP245039, Lot 6 DP245039 & Lot 1244
DP1151856 covered by Subdivision Certificate
No. 315 Dated: 27.8.12

**THE COMMON SEAL of
EASTBROOK ESTATE PTY
LIMITED** ACN 106 651 049 was hereunto
affixed duly in the presence of:

)
)
)
)



Director/Secretary **PETER BRIAN ICKLOW**



Director
ALFRED MICHAEL VINCENT ATTARD

**THE COMMON SEAL of
EASTBROOK PASTORAL PTY
LIMITED** ACN 106 847 027 was hereunto
affixed duly in the presence of:


)
)
)
)



Director/Secretary **PETER BRIAN ICKLOW**



Director
ALFRED MICHAEL VINCENT ATTARD



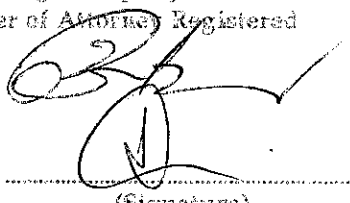
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
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OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
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(Sheet 16 of 17 Sheets)

Plan: **DP1164893**

Plan of Subdivision of Lot 20 DP24649, Lot 5
DP245039, Lot 6 DP245039 & Lot 1244
DP1151856 covered by Subdivision Certificate
No. 315 Dated: 28.8.12

Execution by Australia and New Zealand Banking Group Limited

Dated at Sydney this 27th Day of August 2012
Executed by Australia and New Zealand Banking Group
Limited (ACN 003 357 522)
signed by its Attorney Anthony Robbins
who certifies that he is Manager Property & Construction
Finance pursuant to Power of Attorney Registered
No. 564 Book 4388

Signed in the presence of
(Signature)
Florence Levi
(Print Name)
Analyst
(Title)

Execution by Abacus Muswellbrook Pty Ltd

EXECUTED pursuant to
s.127 Corporations Act



LEONARD CLYDE LLOYD
DIRECTOR


ELLIS NEVILLE VAREJES
COMPANY SECRETARY

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE
OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
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(Sheet 17 of 17 Sheets)

Plan: DP1164893

Plan of Subdivision of Lot 20 DP24649, Lot 5
DP245039, Lot 6 DP245039 & Lot 1244
DP1151856 covered by Subdivision Certificate
No. 315 Dated: 24.8.12

EXECUTED for and on behalf of **AUSGRID**)
ABN 67 505 337 385 by its duly constituted)
Attorney pursuant to Power of Attorney)
registered Book **4528** No. **401**)
in the presence of:-)

.....
Witness

.....
Name of Witness

570 George Street
Sydney NSW 2000

.....
Address of Witness

.....
Attorney
Katherine Margaret Gunton

REGISTERED



14.9.2012

.....



R.P. 13. No. 1-864731
New South Wales.
MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)



FEES:—
Lodgment 1/100
Endorsement 12
Certificate 12
Grant 1/100
Stamp 1/100
Total 1/100

(Trusts must not be disclosed in the transfer.)

WE, NEVILLE ASBURY HALLIDAY of Muswellbrook in the State of New South Wales Solicitor, EDWARD CAMPBELL HUMPHRIES of Muswellbrook aforesaid Company Director and CLIFFORD VALENTINE PARKINSON of Muswellbrook aforesaid Real Estate Agent as joint tenants (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 the sum of seven thousand nine hundred and twenty pounds (\$7922.74) (the receipt whereof is hereby acknowledged) paid to --- by the transferors by ANDREW JONAS LOFBERG of Pymble Studmaster and his wife LORNA MAY LOFBERG of the same address (herein called transferees)

do hereby transfer to the said transferees as joint tenants
ALL such our 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.	Fol.		
Durham	Brougham	Part	6564	146	Being Lots 2, 3, 5, and 12 in Plan lodged with the Registrar General for registration as a Deposited Plan by Dealing No. FV75624 and Lots 19 and 20 on Plan also lodged with the Registrar General for registration as a Deposited Plan by Dealing No. FV75623.	

And the transferee covenants with the transferor

Excepting and reserving unto the Transferors all mines veins and seams of coal and ironstone and all other mines minerals and metals lying and being within or under the land hereby transferred and all rents and royalties to be derived therefrom as more fully set out in Annexure "A" hereto.

ENCUMBRANCES, &c., REFERRED TO.

Reservations of Mines of Gold and Silver in the Crown
Grant of Portion 2 of the said Parish

Signed at Muswellbrook the 12th day of December 1999

Signed in my presence by the transferor
NEVILLE ASBURY HALLIDAY
WHO IS PERSONALLY KNOWN TO ME

Signed in my presence by the transferor EDWARD CAMPBELL HUMPHRIES who is personally known to me:

SIGNED in my presence by the transferor CLIFFORD VALENTINE PARKINSON who is personally known to me:

Signed in my presence by the transferees ANDREW JONAS LOFBERG and LORNA MAY LOFBERG who are personally known to me

N. Asbury Halliday
Transferor.*
E. Campbell Humphries
Transferor.*
C. Valentine Parkinson
Transferor.*
A. J. Lofberg
Transferee(s).
L. M. Lofberg
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.

No. 864731

LODGED BY
CONSENT OF MORTGAGEE!
(N.B.—Before execution read marginal note.)

PHONE NW 5524
REED, HANIGAN & TURNER
LAW STATIONERS
10 CASTLEBAY ST. SYDNEY

I,

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

This consent 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.

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.

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

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

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.*

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

* 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>Res. minerals</i> <i>Snapping mines etc</i>	To be filled in by person lodging dealing.
Checked by _____	Particulars entered in Register Book, Volume <i>6564</i> Folio <i>166</i> <i>6799</i> " <i>96</i>	Received _____ Docs. _____ Nos. _____ Receiving Clerk. _____
Passed (in S.D.B.) by _____	the <i>22nd</i> day of <i>April</i> 19 <i>54</i> at _____ minutes past <i>10</i> o'clock in the _____ noon.	
led by _____		

PROGRESS RECORD.

	Initials	Date
to Survey Branch...		
ived from Records...		
Written ...	<i>JS</i>	<i>25.5.54</i>
Diagram prepared...	<i>JS</i>	<i>11.5.</i>
Diagram examined...	<i>JS</i>	<i>14/7/59</i>
Draft forwarded	<i>JS</i>	<i>22/7</i>
Supt. of Engrs. Clerk	<i>JS</i>	<i>27/7</i>
Cancellation Clerk	<i>JS</i>	<i>28.7</i>
VOL. <i>6840</i> Fol. <i>245</i>		

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 Receiver 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 Consul 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) 2s. if accompanied by the relevant title or evidence of production thereof, (b) 1s. 6d. 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) 1s. 10/- for each new Certificate of Title issued, (c) 5/- where the Transfer contains covenant purporting to affect the user of any land, (d) 12/- 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 ten 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.

DF 864732 to follow

G 52796

F 864731

"A"

This the annexure "A" referred to in the Transfer
dated the 12th day of December 1952
between NEVILLE ASBURY HALLIDAY, EDWARD CAMPBELL HUMPHRIES
and CLIFFORD VALENTINE PARKINSON (transferors) and ANDREW
JONAS LOFBERG and LORNA MAY LOFBERG (transferees)

EXCEPTING AND RESERVING unto the Transferors their executors administrators
and assigns all mines veins and seams of coal and ironstone and all other
mines minerals and metals other than minerals reserved to the Crown lying and
being within or under the said land and all rents and royalties to be derived
therefrom together with full right and liberty for the Transferors their
executors administrators and assigns and their agents workmen and lessees and
all other persons by their authority now or hereafter given at any time and
from time to time to search for dig raise carry away and dispose of the said
coal ironstone and other minerals metals and for such purpose to sink drive
erect make and use all such pits shafts adits drifts waterways airways
buildings railways and tramways and other roads engines machinery and other
works upon through over across and under the said land and with full right

for such purposes as aforesaid of ingress egress and regress upon and over
the said land, *subject to compensation to the transferees for all damage*
done to the surface by the said lands

DATED the 12 day of December 1952

SIGNED in my presence by the transferror
NEVILLE ASBURY HALLIDAY who is personally
known to me: *Stephens*

SIGNED in my presence by the transferror
EDWARD CAMPBELL HUMPHRIES who is
personally known to me: *Stephens*

SIGNED in my presence by the transferror
CLIFFORD VALENTINE PARKINSON who is
personally known to me: *Stephens*

SIGNED in my presence by the transferees
ANDREW JONAS LOFBERG and LORNA MAY LOFBERG
who are personally known to me:

W. Halliday

E. C. Humphries

C. V. Parkinson

A. J. Lofberg
L. M. Lofberg

For and in presence of
Shirley
(Sd/-)

REED, HANIGAN & LUNN
LAW STATIONERS
10 CANNING STREET
SYDNEY

**PLANNING CERTIFICATE UNDER
SECTION 10.7 (2) & (5) ENVIRONMENTAL PLANNING
AND ASSESSMENT ACT 1979**

Enquiries Planning
Contact 02 6549 3700
Receipt no.
Your reference 250180

Date: 20 December 2024

Assessment: 120287

Cert No: 20090101

**InfoTrack
GPO Box 4029
SYDNEY NSW 2001**

Owner (as recorded by Council)

[REDACTED]

Property Description: 21 Jeans Street MUSWELLBROOK NSW 2333
LOT: 1332 DP: 1164893

Land to which the certificate relates

The information contained in this certificate relates only to the lot or lots described on this certificate. Separate planning certificates can be obtained upon application for the other lots, those certificates may contain different information than is contained in this certificate.

This certificate provides information on how the relevant parcel of land may be developed, including the planning policies that may apply to development of the land, on the date the certificate is issued.

DISCLAIMER

The information provided in this certificate is based on Council's NSW government datasets, historical records and advice from various external authorities, as at the date the certificate is issued. While this data is provided with all due care and in good faith, Council disclaims all liability for any omissions or inaccuracies. The recipient of this certificate is strongly advised to conduct their own independent research and verification and specific inquiries should be made where there is any doubt regarding the applicability or accuracy of the information provided.

CERTIFICATE UNDER SECTION 10.7(2) ENVIRONMENTAL PLANNING & ASSESSMENT ACT

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

STATE ENVIRONMENTAL PLANNING POLICIES

The following State Environmental Planning Policies apply to land within the Muswellbrook Shire LGA:

SEPP (Biodiversity and Conservation) 2021 – This policy contains:

- Planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application.
- The land use planning and assessment framework for koala habitat (Chapter 4).

SEPP (Exempt and Complying Development Codes) 2008 – The policy provides exempt and complying codes that have State-wide application, identifying types of development that are of minimal environmental impact that may proceed without development consent, but may require a complying development certificate.

SEPP (Housing) 2021 - This policy supports the development of diverse housing types, including affordable housing and purpose-built rental housing, reinforce the importance of designing housing for

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climate, hazards and to reflect the locality it is being built in, and to mitigate the loss of affordable rental housing.

SEPP (Industry and Employment) 2021 – This policy contains planning provisions for advertising signage in NSW.

SEPP (Planning Systems) 2021 – This policy:

- Identifies State or Regionally significant development, State significant infrastructure, and critical State significant infrastructure (Chapter 2).
- Provides consideration of development delivery plans by local Aboriginal land councils (Chapter 3).
- Allows the Planning Secretary to elect to be the concurrence authority for certain development (Chapter 4).

SEPP (Precincts - Regional) 2021 – This policy contains planning provisions for precinct planning for a specified geographic area. The precincts in this SEPP are located outside the Greater Sydney Region Plan.

SEPP (Primary Production) 2021 – This policy contains planning provisions:

- To manage primary production and rural development including supporting sustainable agriculture.
- For the protection of prime agricultural land of state and regional significance as well as regionally significant mining and extractive resources.

SEPP (Resilience and Hazards) 2021 – This policy contains planning provisions:

- To manage hazardous and offensive development (Chapter 3).
- To provide a state-wide planning framework for the remediation of contaminated land and to minimise the risk of harm (Chapter 4).

SEPP (Resources and Energy) 2021 – This policy contains planning provisions:

- For mining, petroleum production and extractive material resource proposals in NSW.
- The locations where open cut mining and coal seam gas projects are prohibited.
- To facilitate the development of extractive resources in proximity to the population of the Sydney.

SEPP (Sustainable Buildings) 2022 – This policy contains planning provisions:

- To encourage the design and delivery of sustainable buildings.
- To minimise the consumption of energy.
- To reduce greenhouse gas emissions.
- To minimise the consumption of mains-supplied potable water.

The provisions apply to residential development (Chapter 2) and non-residential development (Chapter 3).

SEPP (Transport and Infrastructure) 2021 – This policy contains planning provisions:

- For infrastructure, such as hospitals, roads, railways, emergency services, water supply and electricity delivery (Chapter 2).
- For child-care centres, schools, TAFEs and Universities (Chapter 3).

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Further details regarding these State Environmental Planning Policies and the circumstances in which they may apply to the subject and can be found on the Department of Planning's website.

REGIONAL PLANNING INSTRUMENTS

Hunter Regional Plan 2041
Upper Hunter Strategic Land Use Regional Plan 2012

LOCAL PLANNING INSTRUMENTS

The provisions of Muswellbrook Local Environmental Plan 2009 apply to this land.

Employment Zones Reform

On 26 April 2023, Business and Industrial zones were replaced by Employment zones within standard instrument local environmental plans.

A two-year transitional arrangement exists to continue land use permissibility where the translation to employment zones altered the land use permissibility. Until 26 April 2025, a land use that was permissible with consent under a former zone (for instance, the B2 Local Centre zone) that will not be permissible under the translated zone, will continue to be permissible through the transitional provision.

DEVELOPMENT CONTROL PLANS

The provisions of Muswellbrook Development Control Plan 2009 apply to this land.

2. ZONING AND LAND USE

LOCAL ENVIRONMENTAL PLANS

PLANNING INSTRUMENT	Muswellbrook Local Environmental Plan 2009
LAND USE ZONING	R1 General Residential

PERMITTED WITHOUT CONSENT

Home occupations

PERMITTED WITH CONSENT

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Hostels; Kiosks; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Sewage reticulation systems; Shop top housing; Tank-based aquaculture; Water recycling facilities; Water supply systems

PROHIBITED

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Any development not specified above.

ADDITIONAL PERMITTED USES

The subject site does NOT have any additional permitted uses that apply to the land.

MINIMUM LAND DIMENSIONS FOR THE ERECTION OF A DWELLING

Under the provisions of the Muswellbrook Local Environmental Plan 2009, the minimum subdivision lot size IS NOT TO BE LESS than 600m².

WHETHER THE LAND IS IN AN AREA OF OUTSTANDING BIODIVERSITY VALUE UNDER THE BIODIVERSITY CONSERVATION ACT 2016

Council does not have sufficient information to ascertain whether the subject land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*. Please contact the Biodiversity Conservation Trust for further information regarding these records.

WHETHER THE LAND IS IN A CONSERVATION AREA

The subject land is not within a conservation area.

WHETHER AN ITEM OF ENVIRONMENTAL HERITAGE IS SITUATED ON THE LAND

The land is NOT affected by any known or listed heritage item.

3. CONTRIBUTION PLANS

The Muswellbrook Section 94 Contributions Plan 2001 and Muswellbrook Section 94A Contributions Plan 2010 applies to the subject site.

The land is not within a special contributions area under the EP&A Act, Division 7.1.

4. COMPLYING DEVELOPMENT

Restrictions **may** apply to the land, but it may not apply to all of the land. Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Complying development may not be carried out:

Where the - land is, or is part of, a wilderness area (within the meaning of the <i>Wilderness Act 1987</i>).
Where the land is within an environmentally sensitive area.
Where the land comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located.
Where the land is subject to an interim heritage order under that Act or on which is located an item that is so subject, or
Where the subject lot contains land that comprises, or on which there is, a draft heritage item.
Where the land is reserved for a public purpose by an environmental planning instrument.
Where the land is identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

5. EXEMPT DEVELOPMENT

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Restrictions **may** apply to the land, but it may not apply to all of the land. Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

- (a) There are NO affected building notices in force in relation to the land.
- (b) There are NO 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, and
- (c) There are NO 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.

7. LAND RESERVED FOR ACQUISITION

There are NO environmental planning instruments; deemed environmental planning instruments or draft environmental planning instruments applying to the land that provide for the acquisition of the land by a public authority, as referred to in section 27 of the Environmental Planning and Assessment Act 1979.

8. ROAD WIDENING AND ROAD REALIGNMENT

The subject land IS NOT affected by any road widening or road realignment under: (a) Division 2 of Part 3 of the Roads Act 1993, or (b) Any environmental planning instrument, or (c) Any resolution of the council.

9. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

The land is not categorised as Flood Prone land under an adopted flood study. Development on the land or part of the land may still be subject to flood related development controls if there is a waterway on the land. See Section 13 of Muswellbrook DCP 2009 for more information.

10. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Council has adopted Muswellbrook DCP 2009 to identify requirements that need to be addressed when planning new development on land, with regard to bush fire, contamination and flooding risks.

11. BUSH FIRE PRONE LAND

The land IS NOT bush fire prone land.

12. LOOSE-FILL ASBESTOS INSULATION

There are NO residential premises located on this land that are listed on the register that are required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.

13. MINE SUBSIDENCE

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The land IS NOT WITHIN a Mine Subsidence District proclaimed under section 15 of the Mine Subsidence Compensation Act, 1961.

14. PAPER SUBDIVISION INFORMATION

There is NOT an adopted development plan or subdivision order that applies to the land.

15. PROPERTY VEGETATION PLANS

Council has NOT been notified of the existence of such a plan or if the land is land to which a property vegetation plan under the Native Vegetation Act 2003 applies.

16. BIODIVERSITY STEWARDSHIP SITES

Council has NOT been notified that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016.

17. BIODIVERSITY CERTIFIED LAND

The land IS NOT biodiversity certified under the Biodiversity Conservation Act 2016.

18. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

Council has NOT been notified of any 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 THE LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES

The Coastal Management Act 2016 DOES NOT apply to this council area.

20. WESTERN SYDNEY AEROTROPOLIS

State Environmental Planning Policy (Precincts – Western Parkland City) 2021 DOES NOT apply to this council area.

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

There is NOT a current site compatibility certificate (of which the council is aware), issued under clause 25 of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land.

22. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

There is NOT a current site compatibility certificate for affordable rental housing (of which the council is aware), issued under clause 39 of State Environmental Planning Policy (Housing) 2021 in respect of proposed development on the land.

The accuracy and currency of the details provided by agencies external to Council have not be verified by Muswellbrook Shire Council and should be verified by the applicant.

23. WATER OR SEWERAGE SERVICES

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Water or sewerage services are NOT provided to the land under the *Water Industry Competition Act 2006*.

ADDITIONAL MATTERS THAT MUST BE SPECIFIED UNDER SECTION 59(2) UNDER THE CONTAMINATED LAND MANAGEMENT ACT 1997

The land to which this certificate relates is NOT within land declared to be significantly contaminated land under the Contaminated Land Management Act 1997 at the date when the certificate is issued.

The land to which the certificate relates is **NOT** subject to a management order under the *Contaminated Land Management Act 1997*.

The land to which the certificate relates is **NOT** the subject of an approved voluntary management proposal under the *Contaminated Land Management Act 1997*.

The land to which the certificate relates is **NOT** subject to an ongoing maintenance order under the *Contaminated Land Management Act 1997*.

The land to which the certificate relates is **NOT** the subject of a site audit statement under the *Contaminated Land Management Act 1997*.

POTENTIAL CONTAMINATION

The information under Section 59(2) of the CLM Act 1997 refers to land that has been notified to the NSW EPA as being potentially significantly contaminated - it does not necessarily mean the site is not contaminated.

Council maintains a local register of *potentially* contaminated land based on historical records and previous land uses. Under [State Environmental Planning Policy \(Resilience and Hazards\) 2021, NSW Legislation](#), and Muswellbrook DCP 2009, new development on land may require further investigation to confirm:

1. whether the site is contaminated; and
2. if the land is contaminated, whether the land is suitable in its contaminated state (or will be suitable, after remediation) for the purpose for which any development is proposed to be carried out; and
3. if the land requires remediation to be made suitable for the purpose for which any development is proposed to be carried out, it is satisfied that the land will be remediated before the land is used for that purpose.

If the site to which this planning certificate relates has been identified as being potentially contaminated on Council's local register below, any additional information relating to the lot (if any) may be provided in a Section 10.7(5) certificate.

The subject site has NOT been identified as being potentially contaminated on Council's Local Contamination Register, however, the Muswellbrook Development Control Plan 2009 provisions for contamination may still apply to the site.

ADDITIONAL INFORMATION PURSUANT TO SECTION 10.7(5) OF THE ACT

Council is unaware of any other relevant matters that may affect the land.

Date: 20 December 2024

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For further information, please contact
Planning, Environment & Regulatory Services
on (02) 6549 3700.

S Pope
Director Environment and Planning



Enquiries
Please ask for Belinda Wild
Direct 02 6549 3745
Our reference 20090102
Your reference 250180

23 January 2025

InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Dear Sir/Madam

Application for Drainage Diagram
21 Jeans Street MUSWELLBROOK NSW 2333 - LOT: 1332 DP: 1164893

Please find attached a copy of the drainage diagram for the above property as requested.

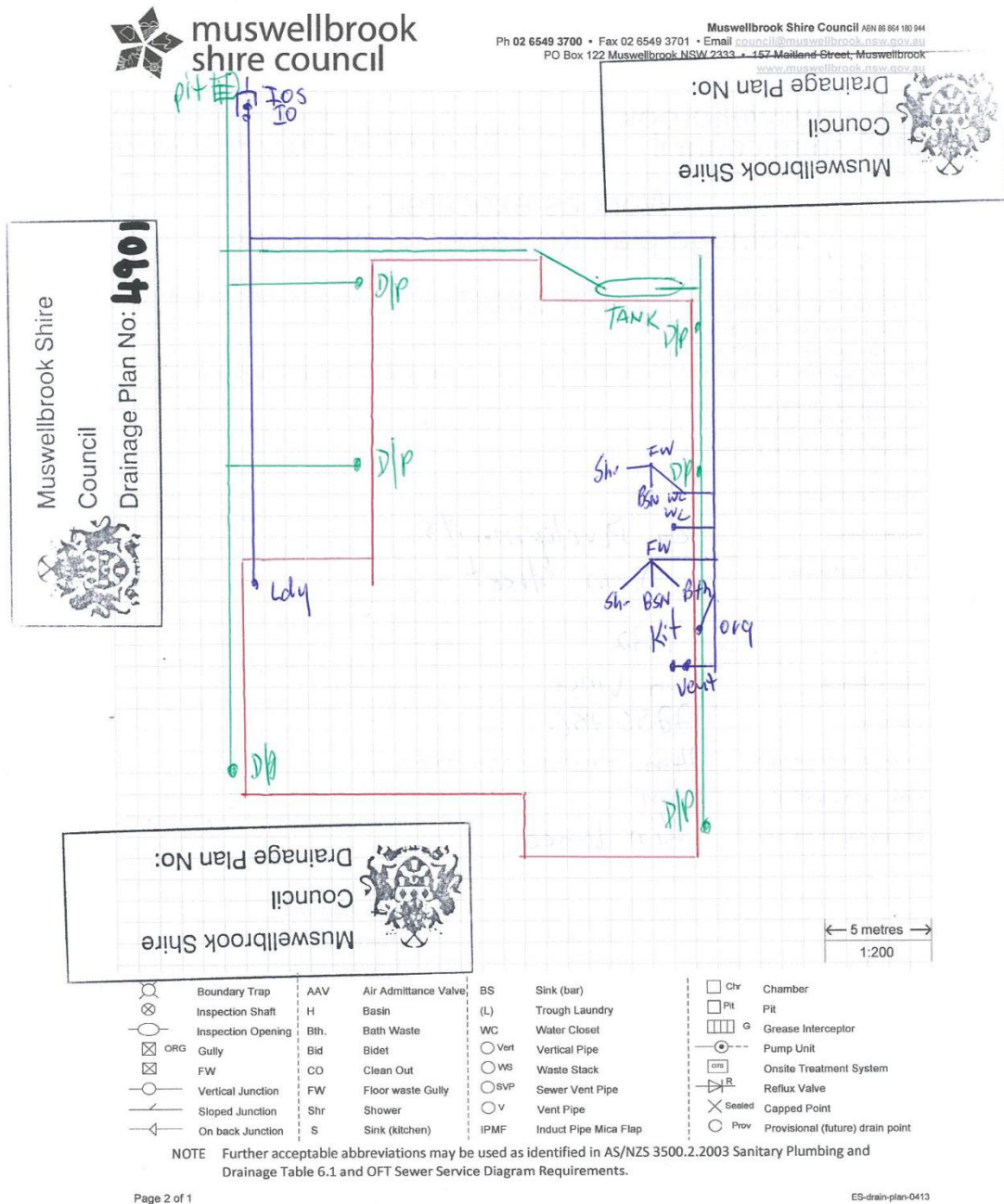
Should you have any further enquiries please contact Planning and Regulatory Services on 02 6549 3745.

Yours faithfully



Belinda Wild
Administration Officer

CDC 63/2013- 21 Jeans Street



Disclaimer: No responsibility is taken for any errors or omissions that may be contained within this map and associated data. No guarantee is given to the accuracy of the information contained with this map

Note: The exact location of drainage indicated on this plan should be verified on site.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: [REDACTED]
Purchaser:
Property: 21 Jeans Street, Muswellbrook

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 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 or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

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

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?

17. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 18.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

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

Capacity

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

Requisitions and transfer

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