



Contract for the sale and purchase of land

WESTPAC BANKING CORPORATION
(ABN 33 007 457 141) as Mortgagee exercising power of
sale under Mortgage No. AK511712 (vendor)

(purchaser)

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
Vendor's agent	First National Engage Eastlakes 603 Pacific Highway Belmont NSW 2280 chris@fnee.com.au	Phone: 02 4947 7877 Fax: Ref:
Co-agent		
Vendor	WESTPAC BANKING CORPORATION (ABN 33 007 457 141) AS MORTGAGEE EXERCISING POWER OF SALE UNDER MORTGAGE NO. AK511712	
Vendor's solicitor	MinterEllison Level 22, Waterfront Place, 1 Eagle Street, Brisbane QLD 4000 liz.edwards@minterellison.com	Phone: (07) 3119 6000 Fax: (07) 3119 1000 Ref: LE IL 1406927
Date for completion	30th day after the contract date (clause 15)	
Land (address, plan details and title reference)	21 MASTER Street BELMONT NORTH NSW 2280 26/E/14754 Lot 26 of Section E on Deposited Plan 14754	
Improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
Attached copies	documents in the List of Documents as marked or numbered: other documents: See Annexures	

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

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

Buyer's agent	Phone: Fax: Ref:
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Vendor		Witness
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GST AMOUNT (optional)
 The price includes
 GST of: \$

Purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	Witness
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Choices

Vendor agrees to accept a **deposit-bond** (clause 3) NO yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

Electronic transaction (clause 30) no YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve within 14 days of the contract date):

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

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- GST-free because the sale is the supply of a going concern under section 38-325
- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-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 further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate):\$

Amount must be paid: AT COMPLETION at another time (specify):

Is any of the consideration not expressed as an amount in money? NO yes

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

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

List of Documents

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	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. **The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.**
7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**
8. **The purchaser should arrange insurance as appropriate.**
9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**
10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**
11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**
12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s1 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond*
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

Contract for the sale and purchase of land

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Additional clauses for mortgagee exercising power of sale

32. Interpretation

In this contract, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (d) a reference to time is to the time in NSW;
- (e) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (f) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this contract or any part of it;
- (g) headings are for ease of reference only and do not affect interpretation;
- (h) despite clause 1 of the printed form, a term that is defined and italicised in the printed form has the same meaning in these additional clauses even if it is not italicised in these additional clauses; and
- (i) if there is any inconsistency between the printed form and any additional clauses, the additional clauses prevail.

33. Amendments to printed form

Clauses 1 to 31 are amended as follows:

- (a) **clause 1** – in the definition of:
 - (i) 'bank' delete the words 'building society, or credit union'; and
 - (ii) 'business day' add the words 'or Queensland' after the words 'NSW'; and
 - (iii) 'depositholder' delete the entire definition and replace with 'the vendor's solicitor';
- (b) **clause 2.9** – delete the reference to 'NSW' and replace with 'Australia';
- (c) **clause 2** – add the following clause:

'2.10 Nothing in clause 2.9 requires the vendor to agree to invest the deposit in accordance with that clause. If there is no agreement to invest the deposit, then the depositholder is authorised to hold the deposit in a solicitor's trust account, controlled money account or other similar (**Solicitor's Account**) which does not earn interest at call and which is established or operated by the depositholder with a bank of the depositholder's choice in Australia. The depositholder is authorised to withdraw the deposit from the Solicitor's Account or from any investment account established under clause 2.9 in a reasonable time prior to or after the date for completion and to disburse the deposit in accordance with this contract promptly following completion or to a party otherwise being entitled to it.'
- (d) **clause 3** – delete the clause;
- (e) **clause 10.1.9** – after the word 'writ' in clause 10.1.9 add the words 'other than any mortgage or charge under which the vendor is exercising its power of sale or any encumbrance which on completion will merge, be lapsed or otherwise removed from the title by the NSW Land Registry Services.';
- (f) **clause 10** – add the following clause:

'10.4 The vendor discloses all of the information appearing in the copy documents annexed to this contract even if the contract does not refer to that disclosure.';

- (g) **clause 12.1** – delete the words 'certificate or';
- (h) **clause 12.2** – delete the entire clause;
- (i) **clause 13.4** – delete the current clause and replace with 'The parties agree that this is supply is not the supply of a going concern.';
- (j) **clause 14.4.1** delete the words 'and this contract says that land tax is adjustable';
- (k) **clause 14** –add the following new clause:
 '14.9 Except in relation to the searches attached to this contract, the purchaser agrees to undertake at its expense searches to enable the adjustment of rates and water charges (and any other outgoings which may constitute a charge on the property) and provide copies of these to the vendor at least 5 business days before the date for completion to allow the parties to make relevant adjustments under clause 14. The purchaser is not entitled to seek further adjustment of any outgoings, rent and profits after completion.';
- (l) **clause 15** – insert '3.30pm on' after 'by';
- (m) **clause 16.5** – delete the words ', plus another 20% of that fee';
- (n) **clause 16.7** – delete the words 'cash (up to \$2,000) or';
- (o) **clause 16.12** – add 'unless the nominated place is within the city of Sydney';
- (p) **clause 19** – add the following clause:
 '19.3 Despite clause 19.2.3, the purchaser's only remedy for a breach of a warranty prescribed by *the Conveyancing (Sale of Land) Regulation 2017* is the remedy prescribed by that regulation.';
- (q) **clause 20.6** – add the following clause:
 '20.6.8. For the purpose of clause 20.6.5, a document is taken to have been received when the transmission has been completed unless:
 - the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the document is taken not to have been served; or
 - the time of dispatch is later than 5.00pm on a business day in the place to which the document is sent, in which case it is taken to have been served at 9.00am on the next business day at that place.';
- (r) **clause 31** – delete clause 31.2 and replace it with the following:
 '31.2 The purchaser must:
 - 31.2.1 at least 5 days before the date for completion, *serve* evidence of a submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction; and
 - 31.2.2 pay, or forward a *settlement cheque* for, the *remittance amount* to the Deputy Commissioner of Taxation immediately after completion; and
 - 31.2.3 *serve* evidence of receipt by the Deputy Commissioner of Taxation of payment of the *remittance amount* within 5 days of receipt of that evidence.'
- (s) **clause 31.3** – delete the clause and replace it with 'not used'.
- (t) **clause 31.4** – amend the clause by deleting the words 'that *service*' and replacing with the words '*service* of the last certification or *variation*'.

34. No warranties by vendor

34.1 No warranties by vendor

The purchaser acknowledges that in entering into this contract the purchaser has not relied on any statement, representation or warranty (other than those implied by or deemed to have been

given by law and out of which the vendor cannot contract) by or on behalf of the vendor whether expressed or implied other than as expressly set out in this contract.

34.2 Whole agreement

The purchaser acknowledges that this contract comprises the whole agreement between the parties and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

35. Condition of Property

35.1 Acceptance by purchaser

The purchaser acknowledges that:

- (a) that on 27 August 2022 a site survey was conducted at the Property to identify the presence of methamphetamine residue (if any) and to determine the need for decontamination. The Enviroforce Report indicated that the Property was suitable for occupation which is detailed in Annexure C.
- (b) it has inspected the property and accepts it in its condition (latent and patent) and state of repair as at the contract date; and
- (c) the vendor is a mortgagee exercising power of sale and does not have full knowledge of the property and on this basis agrees that the property is being sold 'as is';
- (d) no warranty or representation is given or made by the vendor as to the condition or fitness of the property or that any approvals of relevant authorities have been obtained or have been complied with in respect of the property,
- (e) the vendor does not represent or warrant:
 - (i) that the property complies with any law relating to the property or a requirement of any Government Agency; or
 - (ii) anything that concerns the condition of the property,
- (f) it is satisfied about the purposes for which the property may be used and about all restrictions and prohibitions on its development; and
- (g) it has obtained independent legal advice regarding the terms of this contract (or has had the opportunity to obtain and it has elected not to do so)

and the purchaser must not make any requisition, claim, delay completion, *rescind* or *terminate* in respect of these matters.

35.2 Services

The purchaser takes title subject to and is not entitled to make any requisition, claim, delay completion, *rescind* or *terminate* in respect of any of the following matters:

- (a) the nature, location, non-availability or availability of any services including the future availability and timing of installation of any services where those services are currently not available to the property;
- (b) the existence of any defects in any service; or
- (c) the terms, existence or non-existence of any easements, privileges or rights in respect of any service.

35.3 Purchaser not to take action in relation to condition of property

The purchaser may not make a claim or requisition, delay completion, *rescind* or *terminate* because of anything in connection with:

- (a) any of the matters referred to in clause 34; or
- (b) any dilapidation, infestation, defect (latent or patent) which may affect the property before completion; or the presence in or on the property of asbestos or other hazardous substances.

36. Completion

36.1 Notice to complete

If this contract is not completed by 3.30pm on the completion date, the party not in default may serve a notice to complete on the defaulting party any time after 3.30pm on the completion date. The notice:

- (a) must require the defaulting party to complete the contract not less than 14 days after service of the notice; and
- (b) may be withdrawn at any time by the party that served it, without prejudice to its right to serve a further notice under this clause 36.1.

36.2 Interest for late completion

Without limiting any other right of the vendor, if completion of this contract takes place after the completion date, it is an essential term of this contract that, on completion, the purchaser must pay interest to the vendor calculated on the unpaid balance of the price at the rate of 8% per annum on a daily basis from but excluding the completion date to and including the date on which this contract is completed. The purchaser need not pay interest for any period where the delay in completion is caused by the vendor.

37. Agent's commission

37.1 Purchaser's warranty

The purchaser:

- (a) warrants to the vendor that it has not been introduced to the sale of the property directly or indirectly through the services of any agent other than the vendor's agent or co agent (if any); and
- (b) indemnifies the vendor against any Costs incurred by the vendor, including payment of commission or any expenses to any real estate agent, which is due to the purchaser's breach of the warranty in clause 37.1(a).

37.2 Defined terms

For the purposes of this clause 37 **Costs** means:

- (a) costs, charges and expenses, including those incurred in connection with advisers, experts and consultants (including legal costs calculated on a solicitor and own client basis);
- (b) damages, liability, losses, injury (whether actual or contingent) suffered or incurred by a party; and
- (c) any fines, penalties, interest or similar item imposed by any legislation.

37.3 No merger

The provisions of this clause 37 do not merge on completion.

38. Duty

The purchaser must pay all duty payable on this contract and any document contemplated by this contract under the *Duties Act 1997*, within the time permitted by that Act. If the purchaser does not do so, the vendor may pay the duty and recover it from the purchaser. This clause does not merge on completion.

39. Proceedings against vendor

39.1 Vendor may delay completion

If:

- (a) before completion any proceedings relating to this contract are instituted by or against the vendor or the vendor acting reasonably considers it necessary to take additional action before it can exercise its power of sale (see also clause 40.4);
- (b) any caveat will not be removed from the title to the property on the registration of the transfer; or
- (c) the vendor is unable to give vacant possession of the property to the purchaser on the completion date where this contract provides for vacant possession,

the vendor may serve notice that completion will be delayed to enable the proceedings to be resolved or disposed of, the additional action to be taken, the caveat lapsed or withdrawn or vacant possession to be obtained by the vendor, as the case may be.

39.2 Consequences of delayed completion

If completion is delayed under clause 39.1:

- (a) the vendor must use reasonable endeavours to resolve the matter causing the delay; and
- (b) subject to clause 39.3, the completion date becomes the date 14 days after the vendor serves notice that it is ready willing and able to complete.

39.3 Rescission rights

If the completion date has not been determined in accordance with clause 39.2(b) within 90 days after the date of the vendor's notice delaying completion, either party may rescind this contract by serving written notice on the other, and the provisions of clause 19 will apply.

40. Mortgagee sale

40.1 Defined terms

In this clause 40, **Mortgage** means one or more of the mortgages over the property as shown in the title search attached to this contract.

40.2 Acknowledgment by purchaser

The purchaser acknowledges that the vendor is selling the property under its power of sale conferred by the Mortgage and the purchaser acknowledges that this information is disclosed for the purposes of clause 4.2.

40.3 Purchaser's obligations

The purchaser must:

- (a) not make any objection or requisition regarding default or the power of sale under the Mortgage;
- (b) not require the vendor to provide a withdrawal of any caveat registered on the title to the property on completion of this contract that will automatically be removed on registration of a transfer by mortgagee exercising power of sale;
- (c) not require the vendor to provide a release of any charge or security interest registered in accordance with the *Personal Property Securities Act 2009* (Cth). The purchaser acknowledges that registration of the transfer to the purchaser will result in the purchaser taking the property free of any such charges;
- (d) tender a transfer under clause 4 in the form of an LRS Transfer under Power of Sale (Form 01TP); and

- (e) will have no entitlement to enquire as to the disposal of any the moneys paid by it under this contract including as to any obligation of the vendor to account to the mortgagor under the Mortgage.

40.4 Mortgagee sale pre-conditions

Despite any other provisions of this contract:

- (a) this contract is subject to the expiry of all periods of time in notices necessary (and the defaults specified in those notices of demand remaining unremedied at the date for completion) as a pre-requisite to the exercise by the vendor of its power of sale. The vendor is not obliged to complete until the expiry of all such notices or periods of demand and it being satisfied that those events have occurred and that it has complied with its obligations under legislation; and
- (b) if the vendor cannot exercise a power of sale under this clause or is not satisfied that it has complied with its obligations under legislation then the vendor may terminate this contract by notice in writing to the purchaser in which case the deposit shall be refunded to the purchaser in full and the purchaser will have no further claim against the vendor.

41. No Inclusions

41.1 Items to remain in the property

The purchaser acknowledges and agrees that despite the presence of any chattels, fixtures and fittings in the property, this contract does not include any chattels, fixtures and fittings.

41.2 Vendor makes no representations

The vendor does not represent or warrant that:

- (a) it has title to any chattels, fixtures or fittings located in the property; or
- (b) that any chattels, fixtures and fittings are in good working order or condition at the date of this contract.

The vendor will not be required to carry out repair or replacement of any chattels, fixture or fitting due to any mechanical breakdown.

41.3 Purchaser acknowledgements

The purchaser acknowledges and agrees that:

- (a) the existence of any chattels, fixtures and fittings on the property at the time of completion will not constitute a breach of the vacant possession provisions contained in this contract; and
- (b) the purchaser may not make any requisition or claim, delay completion or rescind or terminate in respect of the existence or non-existence of any chattels, fixtures and fittings on or in the property at completion.

41.4 Temporary fencing and safety barriers

Without limiting clause 41.1, where any temporary fencing ,safety barriers of the like is located on the property such items are not included in the contract and will not become the property of the purchaser. The purchaser acknowledges that such items may be erected at the request of the vendor under a hiring agreement for safety purposes and cannot be sold by the vendor. The purchaser must allow the owner of any such temporary items to enter upon the property to for the sole purpose of removing such items (and this obligation shall not merge upon completion) and may at its own discretion and cost erect its own fencing, safety barriers or the like to ensure that the property is safe to all persons whether trespassers or invitees.

42. Capacity of the purchaser and nominees

42.1 Capacity of the buyer

The purchaser warrants to the vendor that it has the capacity to enter into and perform its obligations under this contract and that its obligations under this contract are valid, binding and enforceable against it in accordance with their terms. If the purchaser enters into this contract as trustee of a trust the purchaser is bound in its personal capacity and as trustee.

42.2 No transfer of interests by purchaser

Except the extent permitted by clause 4.3, the purchaser must not transfer its interests under this contract and cannot require a transfer or the property to a nominee without the vendor's consent.

43. Guarantee and indemnity

If the purchaser is or includes a corporation, other than a corporation listed on the Australian Stock Exchange, then the guarantee and indemnity which is attached to this contract as Annexure B must be executed by:

- (a) the sole director; or
- (b) if the purchaser has more than one director, 2 directors of the purchaser, contemporaneously with the execution of this contract.

Failure to comply with this clause 43 will constitute a failure by the buyer to comply with this contract in a material respect for the purposes of clause 9 of this contract.

GUARANTEE
(See Special Condition 43)

Guarantors:

Full Name _____
Address _____

Position _____
Director/Shareholder

Full Name _____
Address _____

Position _____
Director/Shareholder

The Guarantors:

- (a) are directors and/or shareholders of the Purchaser, a company incorporated according to law; and
- (b) acknowledge that the Vendor named in the contract has agreed (at the request of the Guarantors) to enter into this contract conditionally on this Guarantee being given by the Guarantors; and
- (c) in consideration of the Vendor agreeing to enter into this contract with the Purchaser, unconditionally, jointly and severally guarantee to the Vendor:
 - (i) due and punctual payment by the Purchaser of the Purchase Price and all other monies payable by the Purchaser (whether to the Vendor or otherwise under this contract); and
 - (ii) due performance and observance by the Purchaser of the terms and conditions of this contract, including all of the Purchaser's obligations under this contract; and
- (d) jointly and severally agree to indemnify and keep the Vendor indemnified against any loss or damage however arising which the Vendor may suffer by reason of:
 - (i) the Purchaser having exceeded its powers or being incompetent to enter into this contract; or
 - (ii) any failure of the Purchaser and/or its nominee or assignee to perform its obligations under this contract; and
- (e) agree that this Guarantee is not affected or discharged by the granting by the Vendor to the Purchaser of any time or other indulgence or other consideration or transaction where our liability as guarantors would, but for this provision, have been affected or discharged.

Signing

Guarantor

Guarantor

Witness

Witness

Name of Witness

Name of Witness

Date

Date



**LAND
REGISTRY
SERVICES**

Order number: 75337299
Your Reference: 1406927
18/07/22 11:50



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 26/E/14754

SEARCH DATE	TIME	EDITION NO	DATE
18/7/2022	11:50 AM	7	8/9/2018

LAND

LOT 26 OF SECTION E IN DEPOSITED PLAN 14754
LOCAL GOVERNMENT AREA LAKE MACQUARIE
PARISH OF KAHIBAH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP14754

FIRST SCHEDULE

OWEN DOUGLAS CULLEN (T AK511711)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 SUBJECT TO ALL RIGHTS AFFECTING THE LAND ABOVE DESCRIBED BY LEASE B230972
- 3 AK511712 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 18/7/2022

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

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

Form: 05M
 Licence: 05-11-658
 Licensee: Softdocs
 MSA (NSW)

MORTGAGE
 New South Wales
 Real Property Act 1900



AK511712L

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the use of this form for the establishment and maintenance of the Real Property Act Register. The Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

Folio Identifier 26/E/14754

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any MAKHOUL LEGAL CORP. PTY LTD T/AS MORTGAGE SETTLEMENTS AUSTRALIA, Solicitors PO Box 66, North Ryde BC, SYDNEY NSW 1670 Tel: 8719 4000 LLPN:123862D Reference (optional): MRA:2358426	CODE M
1074M		

(C) MORTGAGOR

Owen Douglas Cullen

mortgages to the mortgagee all the mortgagor's estate and interest in the above land, and covenants with the mortgagee that the provisions set out in the annexure and/or memorandum specified below are incorporated in this mortgage:

(D)

- Annexure N/A hereto;
- Memorandum No.AF645292 filed pursuant to section 80A Real Property Act 1900.

(E)

Encumbrances (if applicable):

(F) MORTGAGEE

WESTPAC BANKING CORPORATION (ABN 33 007 457 141) 275 Kent Street Sydney NSW 2000 Australian Credit Licence number 233714
TENANCY:

(G)

DATE

6 / 6 / 16

(H) I certify that I am an eligible witness and that the mortgagor signed this dealing in my presence. Certified correct for the purposes of the Real Property Act 1900 by the mortgagor.
 [See note* below].

Signature of witness: *[Signature]*
 Name of witness: *x Victoria Cullen*
 Address of witness: *x 252B Brunel Rd*
Adelinstown 2289.

Signature of mortgagor: *[Signature]*

Certified correct for the purposes of the Real Property Act 1900 by the person whose signature appears below.

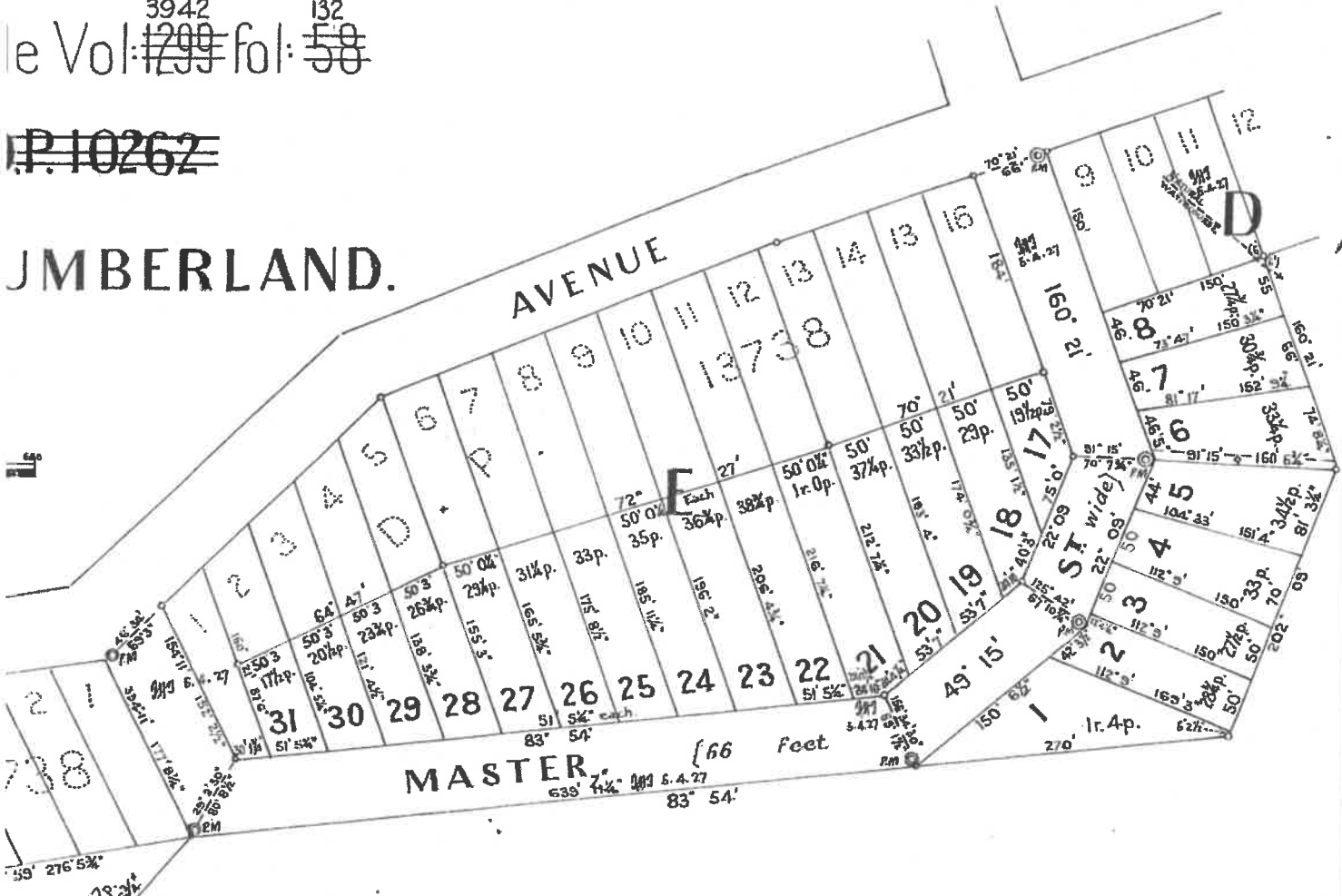
Signature: *[Signature]*
 Sam Makhou/Charbel Zoghaib
 Solicitor for the mortgagee

DP 14754 ^(E)

le Vol: ~~1299~~ fol: ~~58~~

~~IP: 10262~~

IMBERLAND.



(Signature)
 Plan approved by Council

Restrictive covenants, if any, will be embodied in the transfer of each lot shown in this subdivision

It is proposed to dedicate all streets in the public. It is intended to grant an easement for drainage to the Council over the site proposed in lots 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31.

Covered by Council Clerk's Certificate N° 224 of 1926

(Signature)
 Council Clerk.

(Signature)
 James H. Hiddalton
 Surveyor

declared before me at Newcastle
 nuary A.D. 1927.

(Signature)

I, Tom Hoppingstone Turner of Newcastle Licensed Surveyor, specially licensed under the Real Property Act, 1900, do hereby solemnly declare (a) that all boundaries and measurements shown on this plan are correct (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented (c) that all physical objects indicated actually exist in the positions shown (d) that the whole of the material facts in relation to the land are correctly represented (e) that the survey has been made under my immediate supervision and I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

(Signature)
 Licensed Surveyor.

Date of survey November 1926.



Shire of LAKE MACQUARIE.

PLAN

B470410 23.2.27

of part of land comprised in Certificate of Title

being part of portion 125 ^{127 & 140} and part of D.P.

PARISH OF KAHIBAH COUNTY OF NORTHUM

WOMMARA ESTATE

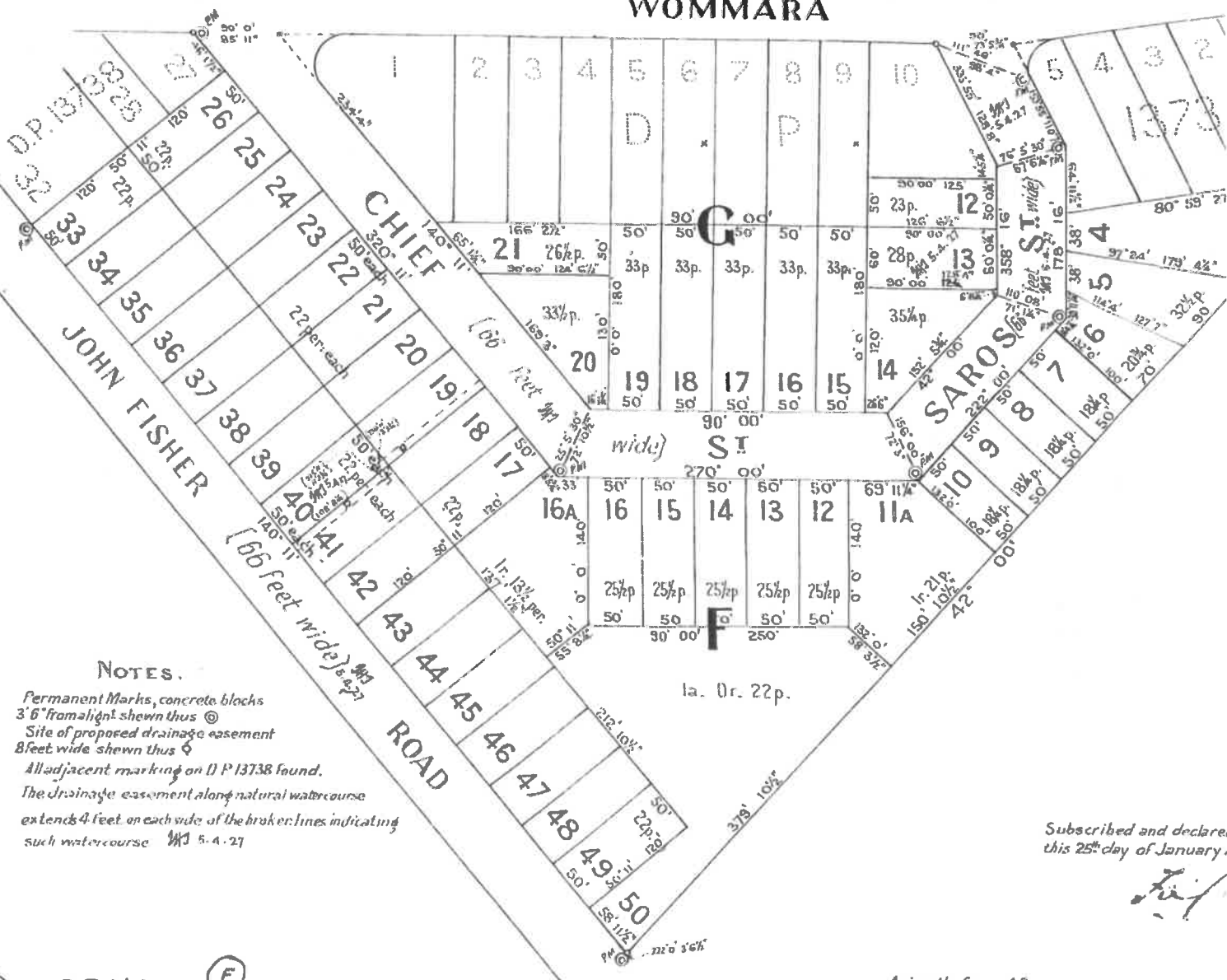


40' PM

90° 0'

PH OR

WOMMARA



NOTES.

- Permanent Marks, concrete blocks 3' 6" from align: shewn thus ⊙
- Site of proposed drainage easement 8 feet wide shewn thus ◊
- All adjacent marking on DP 13738 found.
- The drainage easement along natural watercourse extends 4 feet on each side of the broken lines indicating such watercourse M 5.4.27

1a. Dr. 22p.

Subscribed and declare, this 25th day of January.

DP14754 (E)

Azimuth from AB.

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 14754		
FEET	INCHES	METRES
3	0 3/4	1.01
3	4 1/2	1.08
6	-	1.83
6	2 1/2	1.89
6	0 1/4	2.04
8	4 1/4	2.595
8	5 3/4	2.905
11	2 3/4	3.43
12	4 1/4	3.745
14	5 1/4	4.3
16	1 3/4	4.92
24	4 1/4	7.425
24	10	7.32
26	6	8.075
30	0 3/4	9.355
30	1 1/4	9.175
30	11 1/4	9.43
35	-	10.66
38	-	11.29
40	3	12.27
42	5 1/2	12.89
44	-	13.41
46	-	14.02
46	1 1/2	14.06
46	5	14.15
50	-	15.24
50	0 1/4	15.245
50	3	15.325
51	5 1/4	15.60
53	7	16.33
55	-	16.765
55	8 1/4	16.775
55	11 7/8	17.065
58	3 1/2	17.765
58	11 1/2	17.97
60	-	18.29
60	0 1/4	18.295
64	11 1/2	19.0
65	1 1/4	19.045
66	-	20.115
67	6 1/4	20.58
67	10 3/4	20.635
69	1 1/2	21.07
69	3	21.105
69	10 7/8	21.505
69	11 1/4	21.515
70	-	21.335
70	7 3/4	21.535
71	1 1/4	21.67
72	3	22.02
72	10 1/2	22.21
74	8 1/4	22.765
75	-	22.86
75	5 3/4	23.005
77	2 1/2	23.145
80	8 1/2	23.6
81	5 1/4	24.77
85	11	26.185
87	6	26.67
90	-	27.43
98	4	29.27
100	-	30.48
109	2 1/4	31.03
109	8 1/4	31.13
110	7	31.705
120	-	36.575
121	4 1/2	36.995
124	6 1/2	37.96
125	-	38.1
127	6 1/2	38.37
127	7	38.885
128	4	39.125
128	8	39.22
130	-	39.625
132	-	40.235
135	1 1/2	41.185
137	1 1/2	41.795

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 14754 CONTINUED		
FEET	INCHES	METRES
138	8 3/4	42.16
140	-	42.67
140	6 3/4	42.895
140	11	43.92
150	-	45.72
150	3 1/4	45.8
150	6 1/2	45.885
150	10 1/2	45.985
151	4	46.125
152	2 1/2	46.295
152	8 3/8	46.465
152	8 3/4	46.475
152	7 1/4	46.565
158	5	47.52
160	6 3/4	48.94
160	5 3/4	50.44
166	2 1/2	50.65
169	3	51.89
174	8 3/4	53.03
178	8 1/2	53.85
177	8 1/4	54.16
179	4 1/4	54.67
180	-	54.86
184	-	56.98
185	11 1/4	56.67
198	4	58.93
196	2	59.79
206	4 3/4	62.71
212	7 1/4	64.8
212	10 1/2	64.88
216	7 1/4	66.02
220	11	67.34
222	-	67.67
225	11	68.86
234	4	71.42
250	-	76.2
270	-	82.3
276	5 3/4	84.27
379	10 1/2	115.79
637	7	194.34
752	1 5/8	241.44

AC	RD	P	SO	M
-	-	17 1/2	442.6	
-	-	18 1/4	461.6	
-	-	19 1/2	493.2	
-	-	20 1/2	518.5	
-	-	20 3/4	524.8	
-	-	22	556.4	
-	-	23	581.7	
-	-	23 3/4	605.7	
-	-	25 1/2	645	
-	-	26 1/2	678.3	
-	-	26 3/4	676.6	
-	-	27 1/2	695.6	
-	-	27 3/4	701.9	
-	-	28	704.2	
-	-	28 3/4	727.2	
-	-	29	733.3	
-	-	29 1/4	739.8	
-	-	30 3/4	777.8	
-	-	31 1/4	790.4	
-	-	32 1/2	822	
-	-	33	834.7	
-	-	33 1/4	841	
-	-	33 1/2	847.3	
-	-	34 1/2	872.6	
-	-	35	880.2	
-	-	35 1/4	891.6	
-	-	36 3/4	924.8	
-	-	37 1/4	949.2	
-	-	38 3/4	980.1	
-	-	1	1012	
-	-	1	1113	
-	-	1 13 1/2	1358	
-	-	1 17	1442	

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 14754 CONTINUED			
AC	RD	P	SO
-	1	21	1543
-	3	30	3794
1	-	22	4603



Subject
Comments
Total
M

MEMORANDUM OF LEASE
REAL PROPERTY ACT, 1900.
OR DUPLICATES



Name, residence, occupation or other designation of Lessee.

THE NEW REDHEAD ESTATE AND COAL COMPANY LIMITED a Company duly incorporated of Sydney in the State of New South Wales herein after called the Landlord

B 230972

B 230972

If a less estate, strike out "in fee simple" and interline required alteration.
All subsisting encumbrances must be noted hereon (see page 2.)
Name, &c., of Lessee.

being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon: Do hereby lease unto:

Acres, roads, and portions.

THE BROKEN HILL PROPRIETARY COMPANY LIMITED a Company duly incorporated in Victoria and having its registered office at Melbourne hereinafter called the Tenant/ALL THOSE mines seams deposits or beds of minerals other than gold and silver but including coal and All that piece of land containing shale in and under ALL THAT piece of land situated in the Parish of Kahibah County of Northumberland

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

being the whole of the land comprised in Certificates of Title that is to say:-

Crown Grant, or Certificate of Title.

registered volume - folio

These references will not be valid unless they refer to a Certificate of Title or a Surveyor's description and plan will then follow with this reference. It is intended to refer to the plan of the land to which the lease is granted, and the same shall be referred to in the lease.

COUNTY	PARISH	VOL	FOLIO	VOLUME	FOLIO
Northumberland	Kahibah	3109	272	257	117
"	"	3669	13	95	21
<i>Portions of which are now comprised in Vol 3153 fol 108, Vol 3530 fol 153, Vol 3530 fol 154, Vol 3669 fol 37 and Vol 3690 fol 2</i>					

the surface of the lands and the minerals in and under the lands described and comprised in Lease No. 145035.

all the minerals in and under measured portions 70 and 75 (including the mineral rights reserved to the Crown) and also all the minerals in and under the parcels of land 13609 fol 153 and 13609 fol 154

All of which mines seams deposits or beds of minerals other than gold and silver are unless inconsistent with the context to be included in the expression "the demised minerals" whenever herein after used.

There are included in the said demise and for the purposes thereof and for all other purposes connected with the due and proper working of the said demised minerals and disposing of the produce thereof the liberties following:-

(1) To search for win work get raises carry away and dispose of the same for the tenant's own use and benefit the demised minerals but so that in the course of such working the Tenant shall not damage any part of the surface of the said lands and in the course of working the surface is damaged the Tenant shall pay compensation as hereinafter mentioned

(2) To enter upon the lands described in the said Certificates of Title other than such parts thereof as have been sold by the Landlord and to mark out an area or areas extending to all sixty acres as a site or sites for the erection of shafts spoil bank or spoil banks and the erection of all machinery engines boilers works buildings and other necessary works in respect of the said mines seams deposits or beds of minerals for the term of

The plan lodged hereon with the Registrar-General has been attached to this document.

lord is or are used solely by the Tenant for the carriage of coal and other traffic and is not operated from a railway station as next hereinafter mentioned then the cost of manning and working or otherwise operating the same shall be wholly borne by the Tenant but if such junction or junctions shall be manned and worked or otherwise operated from a railway station on the railway line of the Landlord or is not used solely for the Tenant's traffic then such junction or junction shall be manned and worked or otherwise operated by the employees of the said Railway Commissioners and/or the Landlord or its assigns and the cost of manning and working or otherwise operating the same shall be borne by the Landlord and Tenant in the proportion of one third by the Tenant and two thirds by the Landlord. A certificate under the hand of the said Railway Commissioners or some person deputed by them and/or of the auditors of the Landlord or its assigns of the cost of working and manning or otherwise working the said junction or junctions in the event of its or their being worked by the Landlord or its assigns shall be conclusive and binding on the Landlord and Tenant and the Tenant upon service upon it at its registered office of such certificate shall forthwith pay one third of the sum appearing by the said certificate to be the said cost. Provided always and it is further agreed that if the said junction or junctions can be and shall be manned worked or otherwise operated under the system known as the "Intermediate Staff" then the cost of so working and manning or otherwise operating the said junction shall be wholly borne by the Tenant and it is expressly agreed that if and so long as the said railway of the Landlord is operated or worked by the said Railway Commissioners the said Tenant will comply with and observe all the requirements of the said Commissioners or prescribed by the said Commissioners in or about the working or operating the railway erected by the Tenant and/or the said junction or junctions but the Tenant shall not be obliged to carry out structural alterations

(6) To make a road or roads not exceeding one chain wide across the surface of the land of the Landlord from the said colliery or collieries to join by the most direct and practicable route the nearest or most convenient road or roads to Newcastle and/or Belmont and/or Redhead

(7) To drive make and use below the surface of the lands such shafts adits drifts tunnels airways watercourses drains inclined planes tram and other ways and to erect any machinery or apparatus for ventilating or draining the demised mines and generally to do and perform all such other acts and things below such surface as the Tenant shall find necessary or convenient

(8) To lay down or erect and to maintain under through or over the land of the Landlord pipes conduits poles or wires for the purpose of conveying air water or electric power from or to any of the surface areas selected by the Tenant from any other land and from time to time to enter upon and open up the said land and to repair and replace such pipes conduits poles or wires. Provided always and it is agreed that the Tenant shall not lay down the said pipes conduits poles or wires under or through any lot or lots which may form any portion of land bona fide of the Landlord

(9) To use without any charge in the nature of way, passageway, or otherwise all underground railways tramways roads passages and ways for the passage or conveyance of men horses waggons skips and other vehicles minerals and materials to and from one part to another part of the said land or to or from any other property through the mines hereby demised and the levels and workings of and for that purpose to make all necessary and proper cuttings or inlets drifts and passages into or from such adjoining mines

(10) To erect upon the said site or sites for a colliery or collieries so selected as aforesaid dwelling houses for agents managers employees or workmen of the Tenant but not for colliers miners or other persons engaged in hewing or working the said coal or rendering the same merchantable

(11) The railway or railways that may be built or erected by the Tenant in terms of the liberty heretofore granted may be used for the carriage of minerals gotten from the said mine and of minerals gotten from any adjoining or adjacent mines and also for the carriage of stores and materials and also for the carriage of coal or other minerals produced at such mines colliery or collieries

and for no other purpose except by the consent in writing of the Landlord first had and obtained

(12) To make spoil banks on the said lands marked out for a site or sites for the said colliery or collieries and to use such spoil bank or spoil banks for the deposit only of spoil of the demised minerals or any other minerals brought to the surface through a shaft or shafts sunk on the said land

(13) If during this demise the seam of coal be lost or if the Tenant desires to obtain further or better information with regard to the coal measures supposed to be in and under the said land then and in such case the Tenant may upon giving to the Landlord notice in writing three calendar months prior to commencing the boring of the said land go in and upon the said land with all necessary carts horses vehicles machinery effects and things and put down or drill upon the said land in a skilful and workmanlike manner and with as little damage to the surface as possible and without involuntary intermission a bore or bores to such depth and in such manner and at such place or places not being in and upon any land bona fide sold by the Landlord nor within the excepted area mentioned and referred to in sub-clause 2 of clause 1 as may be deemed necessary or expedient. The Tenant shall in doing or performing the said work use the most up to date and approved appliances and shall continue from day to day the said bore in manner aforesaid until the same is completed or abandoned. Upon the completion or abandonment of the said bore the Tenant shall forthwith restore to its original and natural level state and condition the site used for boring and all roads or ways of access used or made by the Tenant to and from the site of the said bore and all other rights in this clause conferred shall cease and determine

(14) To remove from that portion of the Landlord's said land more particularly shown on the plan hereon and therein edged red all sand thereon and to use the same for the purpose of filling in the workings of the colliery or collieries of which the demised minerals shall form part but for no other purpose. Provided always and it is agreed that the liberty hereby given shall cease and determine if the Tenant shall not within a period of ten years from the date hereof give notice in writing to the Landlord addressed to it at its registered office for the time being of its intention to remove the said sand. Provided always and it is further agreed that the said liberty is subject to the following conditions and conditions that is to say:-

(a) No sand shall be removed from any portion of the Landlord's said land until the Tenant shall mark out an area not exceeding one hundred acres of the Landlord's said land and notify the Landlord of such marking out

(b) Upon the said area not exceeding one hundred acres being so marked out the Tenant shall be at liberty to remove all the sand thereon to a depth of not less than seven feet above high water mark so as to leave the surface of the said land as nearly level as reasonably possible

(c) Upon the sand being removed from not less than eighty acres of any area as aforesaid the Tenant shall notify the Landlord in writing of such removal and of the Tenant's desire to hand over to the Landlord that portion of the land from which the sand has been removed and thereupon the liberty hereby granted to the Tenant shall cease and determine. Provided always and it is agreed that the Tenant shall be allowed by the Landlord to go in and over such area and with men locomotives motors trucks skips horses carts motor lorries and other vehicles in such directions as may be agreed upon and to maintain and use in and over such area reasonable access by rail trap and/or other means of transit and conveyance in order to remove sand from any other part of the Landlord's said land.

(d) From time to time as the sand is removed from any area so marked out as aforesaid or from any portion thereof not being less than eighty acres in one lot a further or other area of not more than one hundred acres of the Landlord's said land shall be marked out in manner aforesaid and the Tenant shall or may exercise the liberty hereby granted but subject to the same conditions and restrictions as are herein contained with respect to the said area not exceeding one hundred acres so first marked out as aforesaid and so that the Tenant's operations shall not at any one time cover a total area of more than one hundred acres.

Notwithstanding the liberty hereby granted the Landlord shall be at liberty to use the said land for or for colliery sand filling purposes and the Tenant shall not be entitled to use the said land provided the

doing it shall not interfere with the removal by the Tenant of the said sand or damage or interfere with any railway tramway roadway plant or machinery on or erected on the said area. Provided always and it is agreed that if the quantity of sand so removed by the Landlord shall materially affect the quantity of sand upon the Landlord's said land then and in such case the Landlord shall grant the Tenant a liberty to remove from some other part of the land of the Landlord outside of the Landlord's said land described or referred to in the said plan but conveniently situated for the purposes of the Tenant a quantity of sand equal to that removed by it. The area selected by the Tenant from which it proposes to remove the said sand outside of the Landlord's said land shall be notified in writing by it to the Landlord and shall be within the area shown by green hatching on the said plan. The conditions herein contained as regards the removal of sand from the Landlord's said lands shall apply mutatis mutandis to any area selected by the Tenant as aforesaid.

(f) The liberty hereby granted shall apply to one shaft that may be sunk upon the lands hereby demised but if the Tenant shall sink another shaft upon the said lands hereby demised then and in such case the liberties hereby granted shall be extended so as to apply to such further shaft and these presents shall in that case be read and construed as if the same had been herein repeated as regards the said other shaft.

2. There are excepted and reserved to the Landlord out of this demise the following:-

(1) Such quantities of coal if any and of such width for ribs and barriers round the boundaries of the mine hereby demised as may be agreed upon between the Landlord and the Tenant or their respective mining agents.

(2) Timber and other trees growing on the said lands with the right to fell and remove the same except any timber on any surface area to be selected or used by the Tenant hereunder.

3. To hold the said premises from and inclusive of the sixth day of December one thousand nine hundred and twentyfour for the term of fifty years (determinable as hereinafter provided) with the right of renewal hereinafter contained.

4. The Tenant shall during the said term pay to the Landlord the following rents and royalties:-

(1) During the first two years of the said term the rent of a pepper-corn (if demanded) during the third year the rent of five hundred pounds. During the fourth year the rent of one thousand pounds. During the fifth year the rent of one thousand five hundred pounds. During the sixth year the rent of two thousand pounds. And during the seventh year and every subsequent year of the said term the rent of two thousand and five hundred pounds. Such respective certain rents to be paid without any deduction by equal half-yearly payments on the sixteenth day of June and the sixteenth day of December in every year (the first half-yearly payments of the said rent of five hundred pounds to be made on the sixteenth day of June one thousand nine hundred and twentyfour) which rents shall entitle the Tenant to work and get in each year from and out of the demised mines such a quantity of demised minerals as the royalty hereinafter mentioned would produce a rent equal in amount to the said certain rent for that year but so that the said certain rent shall be paid whether such quantity shall be in fact got or not.

(2) In respect of all demised minerals gotten from or out of the demised mines in excess of the quantity which the Tenant is hereinbefore authorized to work and get in respect of the said respective certain rents a royalty of threepence per ton reckoning two thousand two hundred and forty pounds to the ton of demised minerals gotten from or out of the mines hereby demised such royalty to be paid half yearly on the sixteenth day of June and the sixteenth day of December in each year in respect of the demised minerals gotten during the preceding half year. Provided always and it is agreed that no royalty shall be paid by the Tenant to the Landlord for any coal supplied free of cost to its employees or used by the Tenant in or about the working or winning the demised minerals and/or operating the said collieries.

(3) A royalty by way of way-leave rent of two pence for every ton of coal (reckoning two thousand two hundred and forty pounds brought to surface from any adjoining colliery) in



mines in or under any mineral leases held by the Tenant in or from the Crown situated and being under the Pacific Ocean and lying East of the boundary of the said lands of the Landlord through the mines hereby demised under the authority of these presents and carried over the Landlord's said railway every payment of such royalty to be made on the half yearly rent day after such way-leave shall have been exercised and to include the royalty for all such coal from adjoining or neighboring mines so brought and carried as aforesaid during the preceding half year

(4) Provided always and it is agreed that if the Landlord shall receive from the Commissioners for Railways any sum per ton in respect of any haulage of minerals hauled by the said Commissioners over the railway line of the Landlord then and in such case the Landlord if such sum is twopence or more per ton of minerals shall not require payment by the Tenant of the said way-leave rent but if the said sum per ton received by the Landlord from the said Commissioners shall be less than twopence per ton then and in such case the Tenant shall pay to the Landlord the difference between the sum so received and the said sum of twopence

5. If in any year of the said term the Tenant shall not get out of the demised mines a sufficient quantity of demised minerals to produce for that year at the rate above mentioned a royalty equal in amount to the certain rent hereby reserved in respect of such year and in the next succeeding year the Tenant shall get a quantity of demised minerals more than sufficient to produce a royalty exceeding in amount such certain rent then so much of such excess as shall be required to make up the preceding deficiency shall be excluded from the computation of such royalty in such year. But the excess of any preceding year shall not be applied to make good the deficiency of any subsequent year. Provided always and it is agreed that the rent hereby reserved shall entitle the Tenant to the carriage or haulage of all minerals gotten or won from the said mine or from the lands under the Pacific Ocean hereinbefore referred to over the railway of the Landlord erected on the said lands of the Landlord free of payment to the Landlord of way-leave rent and shall entitle the Tenant to such carriage or haulage of minerals gotten elsewhere as aforesaid subject to such way-leave as aforesaid but always subject in both cases to the payment of the freight from time to time charged by the said Commissioners for Railways. If the Railway of the Landlord shall at any time or from time to time during the said term be operated by some person or firm or any company or corporation other than the said Commissioners for Railways then and in such case the freight to be charged for the haulage or carriage of the minerals of the Tenant shall be at the same rate as if the said railway were the property of or operated by the Commissioners for Railways for the carriage or haulage of similar minerals on the New South Wales Government Railway over the same distance which the minerals of the Tenant are hauled or carried over the railway of the Landlord but so that with regard to any traffic carried over both the Landlord's railway and the Government Railway the rate to be charged by the Landlord or its assigns shall be based on a proportion of the through rate and so that the rate to be charged by the Landlord shall bear the same ratio to the through rate as the length of the Landlord's railway over which the mineral shall be carried shall bear to the through distance.

6. The Tenant for itself and its assigns and to the intent that the obligations may continue throughout the term hereby created hereby covenants with the Landlord as follows:-

(1) To pay the reserved rents and royalties on the days and in manner aforesaid.

(2) To bear pay and discharge all existing and future rates and taxes assessments duties impositions outgoings and burdens whatsoever (except Land Tax) imposed or charged upon the demised premises or the produce thereof and for any land by the Tenant selected or marked out for a site or sites for a colliery or collieries or for any railway or railways built or erected by the Tenant as aforesaid or any buildings machinery or works thereon except such charges or impositions as the Tenant is or may hereafter be by law exempted from and except any rates levied in respect of the surface of the lands comprised in the said Certificates of Title other than such portions of the said surface as may be selected by the Tenant as aforesaid. Provided always that the Landlord shall upon demand refund to the Tenant one tenth of the amount so paid by the Tenant under this covenant.

(3) To at all times during the said term after the demised minerals shall have been commenced to be worked fairly and continuously work the colliery of which the said demised minerals shall form part in the best and most efficient manner and according to the practice of efficient mining so far as is reasonably practical unless prevented by the Act of God the strike or other causes or by any connection restraint of Government stress of weather or on railways accident to railway plant or rolling stock collision or other perils of the sea or of navigation or accidents to breakdowns fire explosion strike lockout combination of workmen

foregoing causes or occurrences and beyond the control of the Tenant during the execution of repairs and so that the Tenant shall be at liberty to work the seams in such order as they shall think fit and that it shall not be liable to work more than one seam at the same time nor any demised minerals which in the Tenant's opinion are not workable at a profit

(4) To raise the slack that may be produced in the demised mines so as to preserve the said mines clean and not exposed to damage by fire and as far as is reasonably practicable to keep the said mines free and clear from dust or take other effective measures to prevent danger arising from dust

(5) To effectually fence off from the adjoining lands with good and substantial rails or wire and posts at least four feet in height or with some other sufficient fence all the pits shafts railways tramways reservoirs quarries clay pits and other works used for the purpose of working the demised minerals so as to protect the adjoining lands and the persons crops goods and cattle of the owners or occupiers thereof from injury and to keep such fences in good and substantial repair

(6) Not to interfere with or damage the surface of any part of the said lands or any buildings fences walls watercourses trees crops cattle or other property thereon unless such interference or damage may be occasioned by the reasonable working of the demised mines in accordance with the provisions of these presents And in case of any such damage to pay to the Landlord and/or to the owner tenant or occupier of the premises affected proper compensation for the damage so occasioned

(7) To keep the Landlord indemnified against all actions proceedings claims and demands in respect of any such injury or damage as is referred to in sub-clause (6) of this clause or any other loss damage or liability in respect of or arising out of the working of the demised mines Provided that if any claim shall hereafter be made by any person firm or company against the Landlord in respect of which under this provision the Tenant shall be liable to indemnify the Landlord then and in such case the Landlord shall forthwith give notice to the Tenant of such claim and permit and allow the Tenant at its own cost but in the name of the Landlord to compromise defend or settle any such claim or any action or suit arising thereout

(8) That all furnaces ovens chimneys brickworks and other erections to be erected on any part of the said lands selected for a site or sites for a colliery or collieries under the authority of these presents shall be respectively constructed on the most approved principle in use at the time when the same respectively shall be erected

(9) All pits and shafts that may be made or sunk under the authority of these presents shall be made sunk and constructed in a substantial proper and workmanlike manner

(10) To keep all pits shafts adits drifts pillars watercourses air-courses buildings workshops erections railways tramways roads engines fixed machinery and other works used in connection with the demised mines in good and substantial repair condition and working order except so far as the same shall cease to be required for the effectual working of the demised minerals and shall not be necessary or convenient for the working of any adjoining or neighboring mines and minerals of the Tenant and to keep all the Tenant's railways tramways and other roads supplied with proper culverts and drains so as to prevent the adjoining lands of the Landlord from being injured or prejudiced in consequence of the overflow of water from such ways or roads

(11) To permit the Landlord or its agents with or without miners surveyors workmen or other persons (not exceeding three persons in the whole at any one time and so that the working of the said mines be not unduly or injuriously obstructed) at all reasonable times to enter upon inspection and examine the said mines and premises hereby demised and every part thereof for the purpose of ascertaining the condition thereof and the manner of working and managing the same and the quantity of coal got on for any other reasonable purposes and to take plans and measurements of the workings in the said mines and for the purpose aforesaid to use free of charge all the shafts pits machinery and plant in or upon and for the time being used in connection with the demised mines and to have all necessary assistance from the miners workmen and others in the employment of the Tenant And in case upon any such inspection any want or defect or improper working shall be found in the said mines and premises then upon notice given by the Landlord the Tenant will forthwith amend and make good the same or in default the Landlord his agents surveyors and workmen and remedy such want or defect in the usual and proper manner and the cost of the said mines or any part thereof for the purpose aforesaid thereof shall be repayable by the Tenant



rate of five pounds per centum per annum until the time of repayment

(12) On the *seventeenth* day of *December* and afterwards on each of the said half yearly rent days or within twentyone days there after at their own expense to make and deliver to the Landlord or his agent a correct account in writing signed by and if so required by the Landlord verified by the statutory declaration of some responsible officer or servant of the Tenant of the weight of all coal gotten from the demised mine during the preceding half year so as to show the coal gotten from the said mine on which royalty shall be payable by the Tenant to the Landlord Provided always and it is agreed and declared that for the purpose of computing the royalty payable on so much of the coal gotten from the said mine as shall be hauled or carried over the railway line of the Landlord the receipts of or a certificate from the said Railway Commissioners of the weight of coal so hauled shall be conclusive evidence between the Tenant and the Landlord Provided always that should minerals gotten from the said colliery include demised minerals and minerals gotten from land other than that covered by this demise then the quantity of minerals for the purpose of ascertaining the amount of royalty shall be apportioned between the respective lands or the owners thereof in proportion to the skip-weights of such minerals as ascertained at the said colliery

(13) The Landlord may appoint a check clerk or clerks to check the coal gotten and won from the said mine and brought to the surface and the Tenant shall give to the Landlord or its clerk or clerks all and every reasonable assistance and facilities to check the coal so gotten and won

(14) The Tenant shall make and keep at the said colliery or collieries a correct plan with measurements of the workings of the demised mines and permit the Landlord or his agent from time to time but not oftener than once in three calendar months to inspect the same and also to make and deliver as aforesaid an account of the weight of all minerals which in such preceding half year shall have been brought through or upon the demised mines or the surface of the said land selected for a site or sites for a colliery or collieries from any adjoining mines of the Tenant such accounts to be conclusive as regards the Tenant unless some error therein shall be notified by them in writing to the Landlord or his agent within two calendar months after delivery thereof (And subject as aforesaid all plans books accounts vouchers papers and writings which the Tenant shall make or obtain concerning the demised mines or any adjacent mines from which coal is brought by outstroke or instroke as aforesaid shall but only so far as is necessary for the purpose of ascertaining the amount of royalty payable hereunder be open at all reasonable times to the inspection of the Landlord or his agent who may take extracts from the same

(15) Not to assign underlet or part with the possession of the demised premises or any part thereof without first obtaining the written consent of the Landlord such consent however not to be unreasonably withheld in the case of a responsible person firm or company

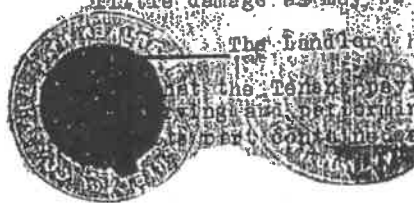
(16) So soon as any pit or shaft now or hereafter sunk or made in the said land selected for a site or sites for a colliery or collieries shall become useless or unnecessary in consequence of the mine or seam becoming exhausted or from any other cause then when required by the Landlord or its agent but not otherwise to fill up or arch over such pit or shaft with bricks or other proper construction in a secure and workmanlike manner

(17) To conform to and observe all the provisions of the Coal Mines Regulation Acts or any amendments or statutory modifications thereof or any regulations made thereunder and all other statutes or statutory rules for the time being in force so far as they respectively affect the demised premises and are binding upon the Tenant and to keep the Landlord indemnified against all penalties damages proceedings costs and expenses incurred through non-observance thereof

(18) At the expiration or other sooner determination of the term and subject to the right of removal hereinafter contained to deliver up to the Landlord all the premises then comprised in this lease in such state and condition as shall be consistent with the due performance of the covenants and agreements herein contained. Provided always that the Tenant will be at liberty at any time during the said term or extended term or within six months after the expiration or determination thereof to remove the whole or any part of the buildings erections railways machinery plant fixtures or other things from the demised premises subject to the same having been erected by them doing as little damage as may be to such premises

The Landlord hereby covenante with the Tenant as follows:-

That the Tenant's full rents and royalties hereby reserved and the same being reserved covenants and stipulations herein shall be lawfully hold and enjoy the mines premises



liberties and powers hereby demised and granted during the said term without any interruption by the Landlord or any person fully claiming under or in trust for it

(2) So long as the said railway line of the Landlord shall be operated or worked by the Commissioners for Railways or by the Landlord or its assigns the Landlord shall and will during this demise at its own cost maintain the said railway line in good and proper order and condition. Provided always that if the Commissioners for Railways shall request the Landlord to provide further or better means facilities or works to carry the traffic offered for carriage on the existing railway of the Landlord or any railway or railways substituted therefor or if in the opinion of the said Commissioners the said railway is inadequate to carry the said traffic or if increased facilities or further works for carrying the said traffic are rendered necessary the Landlord shall provide the said further or better means facilities or works subject however to the obligations of the Tenant as provided by the terms of a certain Option Agreement dated the tenth day of December one thousand nine hundred and twentyfour and made between the Landlord and the Tenant

8. It is hereby expressly agreed as follows:-

(1) If and whenever any of the rents or royalties hereby reserved or any part thereof shall be in arrear for thirty days (whether the same shall have been legally demanded or not) the Landlord may (as an additional remedy and without prejudice to the power of distress and other the rights and remedies to which he would be entitled) enter into and upon any of the mine lands works and premises hereby demised or which shall for the time being be held or occupied by the Tenant under the liberties hereby granted or any adjoining or neighboring mines collieries lands or works for the time being held occupied or used by the Tenant together or in connection with the demised premises and may seize and distrain and sell as Landlords may do for rent in arrear all or any of the coal then got and the engines machinery plant horses implements and chattels belonging to the Tenant within under or upon the premises so entered upon and out of the moneys arising from the sale of any such distress may retain and pay all arrears of the said rents and royalties and also the costs and expenses incident to any such distress and sale rendering the surplus (if any) to the Tenant

(2) If any part of the rents and royalties hereby reserved shall be unpaid for fortytwo days after becoming payable (whether formally demanded or not) or if the Tenant shall at any time during the term hereby granted cease to work the demised minerals for a period of six successive calendar months (such cessation not being due to any of the causes mentioned in clause 6 sub-clause 2) hereof or the Tenant while the demised premises or any part thereof remain vested in them shall go into liquidation whether voluntary (save for the purpose of amalgamation or reconstruction) or compulsory or in the case of an assign of the Tenant not being a corporation shall become bankrupt or make any assignment for the benefit of or enter into any arrangement for composition with his or their creditors or if any covenant on the Tenant's part herein contained shall not be performed or observed and the Tenant shall continue to fail to perform or observe the same for a period of three calendar months after notice shall have been given to it by the Landlord to perform or observe such covenant then and in any of the said cases it shall be lawful for the Landlord at any time thereafter upon the demised mines and premises or any part of them in the name of the whole to re-enter and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any breach of the Tenant's covenants herein contained

(3) If the mines vein or seam of demised minerals hereby demised and gettable to profit shall be wholly exhausted before the expiration of the term hereby granted or if at any time during the said term the mines hereby demised shall become unworkable by reason of incursion of water or other inevitable accident not due to improper working or any default of the Tenant then and in any of such cases the Tenant may determine the tenancy by giving to the Landlord three calendar months' previous notice in writing to that effect and thereupon provided the Tenant shall pay to the Landlord on the determination pay the rents and royalties and observe and comply with the covenants on their part hereinbefore reserved and contained in the present demise and everything herein contained shall be void save in respect of anything which ought to be observed upon the determination of the tenancy



(4) Subject to the preceding clause hereof if after the establishment of the said colliery or collieries the Tenant shall be desirous of determining the tenancy hereby created it may upon giving to the Landlord five years previous notice in writing to that effect determine the said tenancy provided that the Tenant shall up to the time of such determination pay the rents and royalties and perform and observe the covenants on its part hereinbefore reserved and contained the present demise and everything herein contained shall cease and be void save in respect of anything which ought to be performed and observed upon the determination of the tenancy

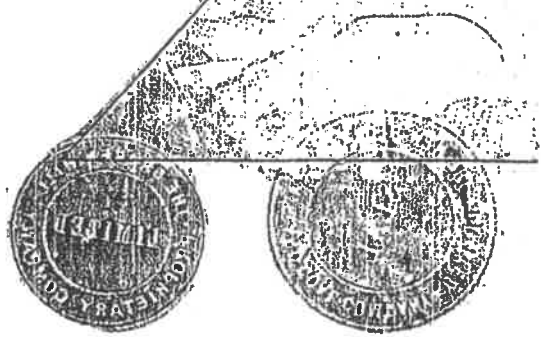
20/10/45
C 745 45
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(5) So soon as the Tenant selects any surface area in pursuance of the powers hereinbefore contained in Clause 1 (2) (4) and (6) the Landlord shall execute and the Tenant shall accept Memorandum of Lease or Leases thereof under the provisions of the Real Property Act for the balance then unexpired of the period of this demise and the whole of the covenants powers and provisions herein contained shall so far as practicable be deemed to be included in such lease or leases

#

(6) If the Tenant shall pay the rent royalty and other payments herein reserved and shall perform and observe all the covenants conditions and agreements herein contained and on the part of the Lessee to be paid performed and observed and shall twelve calendar months prior to the termination of this demise give to the Landlord notice in writing that it desires a further lease of the said premises then and in such case the Landlord shall grant to the Tenant a further lease of the said premises for a further term of fifty years at the said certain rent and subject to the same liberties covenants conditions and provisions as are herein contained save and except this provision

(7) Every notice requiring to be served hereunder shall be sufficiently served in the case of the Tenant if forwarded to it by post by prepaid letter or left at its registered office for the time being or at the office where the business of working the demised mines is being carried on and shall be sufficiently served on the Landlord if delivered to it or forwarded to it by post or left at its registered office or if there be none such at its last known address in New South Wales or on the agent of the Landlord if delivered to him personally or forwarded to him by post by prepaid letter or left at his place of business for the time being. A notice sent by post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent.



THE BROKEN HILL PROPRIETARY COMPANY LIMITED

do hereby accept this lease as tenant, subject to the conditions, restrictions, and covenants above set forth.

Dated this fourth day of June one thousand nine hundred and twenty five

THE COMMON SEAL of THE NEW RED-

Signed by the said HEAD ESTATE & COAL COMPANY LIMITED was herewith affixed by

Frank Johnson and R. F. Sayers who is personally known to me, in my presence,

forming a Board of Directors in the presence of

C. O. Tucker Secretary.

Frank Johnson
R. F. Sayers
Lessor



Under the signature of the Lessor by itself or acknowledged before the Registrar General, or his Deputy, or a Notary Public, J.P., or Commissioner for Affidavits, the witness must appear before one of the above functionaries to make a Declaration in the annexed form A.

This applies to instruments signed within the State. As to those signed elsewhere, see the Act, section 107. If a signature be by a mark, the attestation must state that the instrument was read over or fully explained to the party, and that he appeared fully to understand the same.

Signed by the said COMMON SEAL of THE BROKEN HILL PROPRIETARY COMPANY LIMITED was

herewith affixed in the presence of

William Jamieson Secretary.

Accepted, and Lease to be correct for the Property Act, 1900



Repeat attestation for additional parties, if required.

See note "a" page 1. This, when filled up, should be signed by the Lessor. A very short note of the particulars will suffice.

CAUTION.—Section 117 which requires the above to be signed by the Lessor or his Solicitor (see note a in margin), renders persons certifying falsely or negligently subject to a penalty of £50, besides damages to any parties injured.

MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO.

Mines of Gold and Silver and reservations in Crown Grants Reservation of Roads A 48349 Lease No. 145025 to G. W. Stokes and Kenneth Burns Encumbrance No. A 250384 Encumbrance No. A 291893 Encumbrance No. A 746869 Caveat No. B 93494

The Common Seal of the Broken Hill Estate and Coal Company Limited was herewith affixed by Frank Johnson and R. F. Sayers forming a Board of Directors in my presence.

Frank Johnson
R. F. Sayers



DECLARATION BY ATTESTING WITNESS.

Appeared before me at Broken Hill the fourth day of June 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 Frank Johnson and R. F. Sayers is his own handwriting; and that he was of sound mind, and freely and voluntarily signed the same.

May be taken either Registrar General, his Deputy, a Notary, a J.P., or a Commissioner for Affidavits. Not required if the instrument itself be signed or acknowledged before one of these, see note c.

Name of witness and residence. Name of Lessor. Name of Lessee.

N.B.—If by the signing of two or more Lessors before different witnesses, the necessary attestation is made, more than one signature can be entered on the space opposite (if not otherwise occupied) to the name of the Lessor, and the attestation is sufficient.

Vol. B 230972

Memorandum of Lease of

All mines seams deposits or beds of minerals other than gold and silver but including coal and shale in and under

Lodged by

(Name) LEAVER & ALDWORTH

Several parcels of land in

(Address) 2 Martin Place SYDNEY

Dist. Kahlabah
Co Northumberland.

The New Redhead Estate and Coal Company Limited.

Lessor:

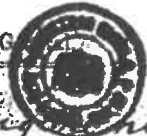
The Broken Hill Proprietary Company Limited.

Lessee:

Particulars entered in the Register Book, Vol. B 230972

Vol. Fol. 95 21
264 114
1399 551
3139 1088
3539 1539 1754
the day of October 1926
12 o'clock in the noon.

Registrar General



We the undersigned being the holder of the...
No 250384 1291893 and
No 746869 hereby consent to this lease

[Faded handwritten text and signatures]

[Handwritten signatures]

As to Transfer of Lease see foot note.

FORM OF SURRENDER.

I, the registered proprietor of the Lease created by the within Instrument, do hereby, in consideration of...
I hereby surrender all my estate or interest therein, to the Lessor or other the present owner of the reversion thereon expectant
in witness whereof I have hereto subscribed my name this... day of...
Signed

Part of the land within described...
No 746869
L. V. Bell
REGISTRAR GENERAL



Note: A separate form for the surrender of Lease can be obtained at the Land Titles Office, Sydney.

Rectangular stamp with text: No. 6 80044. Received by the Registrar General...
Produced: 25th May 1931 and entered in the...
at 12 o'clock in the... noon.
Handwritten signature: *[Signature]*
REGISTRAR GENERAL



18 July 2022

DYE & DURHAM PROPERTY PTY LTD
PO Box A2151
SYDNEY SOUTH NSW 1235

Our Ref:152196
Your Ref:
75337299:113203189:
146321
ABN 81 065 027 868

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

Fee Paid: 133.00
Receipt No: 12221025
Receipt Date: 18 July 2022

DESCRIPTION OF LAND

Address: 21 Master Street, BELMONT NORTH NSW 2280
Lot Details: Lot 26 Sec E DP 14754
Parish: Kahibah
County: Northumberland

For: MORVEN CAMERON
GENERAL MANAGER

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

ADVICE PROVIDED IN ACCORDANCE WITH SUBSECTION (2)

1 Names of Relevant Planning Instruments and Development Control Plans

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

Lake Macquarie Local Environmental Plan 2014

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 4 Koala habitat protection 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 6 Bushland in urban areas

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 7 Canal estate development

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

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Industry and Employment) 2021 –

Chapter 3 Advertising and signage

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 2 State and regional development

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 4 Concurrences and consents

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

Chapter 2 State significant precincts

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

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts-Regional) 2021

Chapter 2 State significant precincts

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

Chapter 2 State significant precincts

State Environmental Planning Policy (Primary Production) 2021 –

Chapter 2 Primary production and rural development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 3 Hazardous and offensive development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 4 Remediation of land

State Environmental Planning Policy (Resources and Energy) 2021 –

Chapter 2 Mining, petroleum production and extractive industries

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 2 Infrastructure

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 3 Educational establishments and child care facilities

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

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

Nil

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

Lake Macquarie Development Control Plan 2014

- (4) In this clause, proposed environmental planning instrument includes a planning proposal for a Local Environmental Plan or a Draft environmental planning instrument.

2 Zoning and land use under relevant Local Environmental Plans

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

- (a) (i) The identity of the zone applying to the land.

R2 Low Density Residential

under Lake Macquarie Local Environmental Plan 2014

- (ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.

Exempt development as provided in Schedule 2; Home-based child care; Home occupations

- (iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.

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

- (iv) The purposes for which the Instrument provides that development is prohibited within the zone.

Any other development not specified in item (ii) or (iii)

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

NOTE: The Department of Planning and Environment is currently exhibiting the translation of existing Business and Industrial zones into the new Employment zones. To view the detail and make a submission please visit the department's [Planning Portal](#).

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

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

- (c) Whether the land includes or comprises critical habitat.

No

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

No

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

Local Environmental Plan 2014 Schedule 5 Part 1 Heritage Items

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

Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas

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

Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites

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

Local Environmental Plan 2014 Schedule 5 Part 4 Landscape Items

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

Local Environmental Plan 2004 Schedule 4 Part 1 Heritage Items

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

Local Environmental Plan 2004 Part 11 Clause 150 Environmental Heritage

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

NOTE:

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

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

(a) Nil

NOTE:

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

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

There are no development standards applying to the land that fix minimum land dimensions for

the erection of a dwelling house.

(c) Whether the land includes or comprises critical habitat.

No

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

No

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

No

3 Complying development

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

Housing Code

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

Low Rise Housing Diversity Code

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

Housing Alterations Code

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

Commercial and Industrial Alterations Code

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

Commercial and Industrial (New Buildings and Additions) Code

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

Subdivisions Code

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

Rural Housing Code

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

Greenfield Housing Code

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

General Development Code

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

Demolition Code

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

Fire Safety Code

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

Container Recycling Facilities Code

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

4 Coastal Protection

(Repealed 3 April 2018)

4A Information relating to beaches and coasts

(Repealed 3 April 2018)

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

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

Nil

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

5 Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 20 of the Coal Mine Subsidence Compensation Act 2017.

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

NOTE: **The advice in section (5) above relates only to a Mine Subsidence**

District. Further information relating to underground mining which may occur outside Mine Subsidence Districts should be sought. Underground mining information can be found on the Subsidence Advisory NSW website.

6 Road widening and road realignment

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

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

No

- (b) any environmental planning instrument.

No

- (c) any resolution of the Council.

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

7 Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

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

that restricts the development of the land because of the likelihood of:

- (a) land slip or subsidence

Yes

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

- (b) bushfire

No

- (c) tidal inundation

No

- (d) acid sulfate soils

Yes

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

- (e) contaminated or potentially contaminated land

Yes

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

- (f) any other risk (other than flooding).

No

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

7A Flood related development controls information

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

No

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

No

(3) In this clause -

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

8 Land reserved for acquisition

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

No

9 Contributions Plans

The name of each contributions plan applying to the land.

Lake Macquarie City Council Development Contributions Plan - Charlestown Contributions Catchment - 2015

The Lake Macquarie City Council Section 7.12 Contributions Plan – Citywide 2019

9A Biodiversity Certified Land

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

10 Biodiversity stewardship sites

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

10A Native vegetation clearing set asides

The land does not contain a set aside area under section 60ZC of the Local Land Services Act 2013.

11 Bush Fire Prone Land

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

12 Property Vegetation Plans

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

13 Orders under Trees (Disputes Between Neighbours) Act 2006

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

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

14 Directions under Part 3A

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

Nil

15 Conditions for seniors housing

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

Nil

16 Site compatibility certificates for infrastructure, schools or TAFE establishments

Whether there is a valid site compatibility certificate (infrastructure, schools or TAFE establishments), of which the council is aware, in respect of proposed development on the

land.

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

17 Site compatibility certificates and conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.

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

- (2) If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, a statement setting out terms of a kind referred to in the Policy, clause 21(1) or 40(1) that have been imposed as a condition of development consent in relation to the land.

Nil

18 Paper subdivision information

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

Nil

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

Not Applicable

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of Environmental Planning and Assessment Regulation 2000.

19 Site verification certificates

Whether there is a current site verification certificate, of which the council is aware, in respect of the land.

No

- (a) The matter certified by the certificate

Not Applicable

- (b) The date on which the certificate ceases to be current

Not Applicable

- (c) A copy of the certificate (if any) may be obtained from the head office of the Department of Planning and Infrastructure.

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

20 Loose-fill asbestos insulation

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

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

21 Affected building notices and building product rectification orders

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

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

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

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

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

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

- (3) In this clause:

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

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

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

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

- (a) The land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No

- (b) The land to which the certificate relates is subject to a management order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

- (c) The land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,

No

- (d) The land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

- (e) The land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No

ADVICE PROVIDED IN ACCORDANCE WITH SUBSECTION (5)

NOTE: SECTION 10.7(6) OF THE ACT STATES THAT A COUNCIL SHALL NOT INCUR ANY LIABILITY IN RESPECT OF ANY ADVICE PROVIDED IN GOOD FAITH PURSUANT TO SUBSECTION (5).

22 Clearing and lopping of trees

The land is NOT affected by the requirements, under Lake Macquarie Local Environmental Plan 2014 and Lake Macquarie Local Environmental Plan 2004, for the clearing and lopping of trees.

23 Easements

The land is NOT affected by a proposed easement in favour of Lake Macquarie City Council.

As to affectation by existing easements, a search of the relevant Title of the land should be undertaken.

24 Outstanding Notice/Order

The land is NOT AFFECTED by an outstanding notice/order issued under any of the following Acts:

- Local Government Act, 1993
- Environmental Planning & Assessment Act, 1979
- Swimming Pools Act, 1992
- Biosecurity Act, 2015
- Protection of the Environment Operations Act, 1997

25 Earthquake

An earthquake was experienced throughout most of the city area on 28/12/89. Prospective purchasers should make their own enquiries as to whether buildings/structures on the land sustained any structural damage.

26 Lake Macquarie City Local Strategic Planning Statement (2019)

Council has prepared a strategy to provide direction for future land use planning in the City in collaboration with the community, the Lake Macquarie City Local Strategic Planning Statement 2019 (the LSPS). A copy of the LSPS is available from Council.

27 Voluntary Planning Agreement

The land is not affected by a Voluntary Planning Agreement.



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



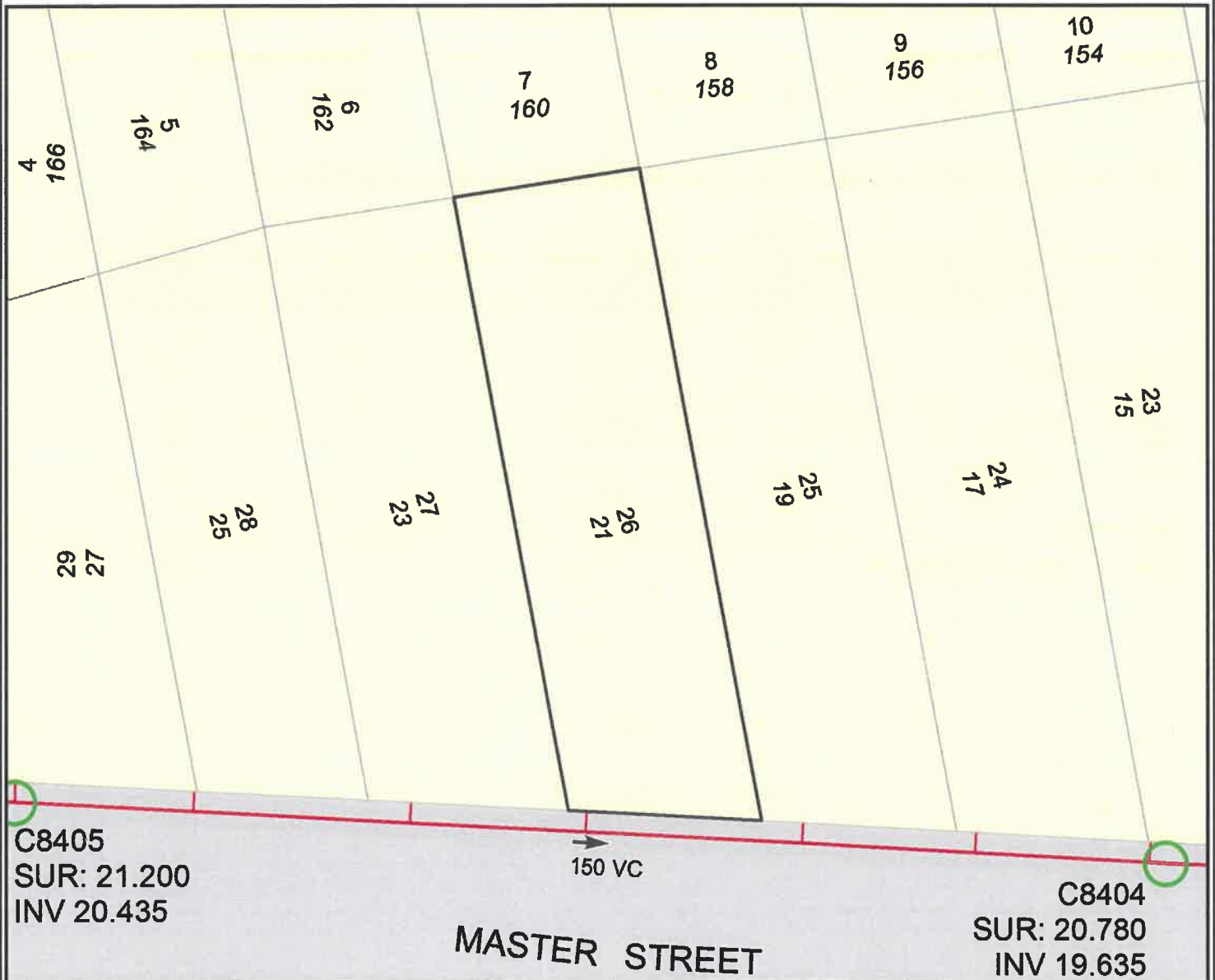
Dye & Durham Property Pty Ltd
21 MASTER
BELMONT NORTH NSW

APPLICATION NO.: 1776848

APPLICANT REF: U 75337299:113203190

RATEABLE PREMISE NO.: 3157300513

PROPERTY ADDRESS: 21 MASTER ST BELMONT NORTH 2280
LOT/SECTION/DP:SP: 26/E/DP 14754



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

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

IMPORTANT:

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

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

Date: 18/07/2022

Scale at A4: 1:500

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

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



Revenue

Enquiry ID 3760148
Agent ID 81290352
Issue Date 19 Jul 2022
Correspondence ID 1749605000
Your reference 75337299

GLOBALX INFORMATION PTY LTD
GPO Box 2746
BRISBANE QLD 4001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.*

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D14754/26/E	21 MASTER ST BELMONT NORTH 2280	\$333 667

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2022 tax year.

Yours sincerely,

Scott Johnston
Chief Commissioner of State Revenue

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.

Annexure C



Accreditation No. 18874

Client Name: Enviro Force Pty Ltd
Contact Name: Sonny Sarajevo
Client Address: Suite 100, 42 Manilla St EAST BRISBANE
Phone: 1300 373 785
Email: admin@enviroforce.com.au

Ph: 1300 SWLABS
Fax: (03) 9550 3810
Email: info@swlabs.com.au

SWL Melbourne
103/45 GILBY ROAD
MT WAVERLEY VIC 3149

Issued: 01 Sep 2022

SURFACE TESTING REPORT

Episode: **554017**
Collection Date/Time: 27 Aug2022
Receipt Date: 01 Sep 2022

Sample Container: 50mL Centrifuge Tube
Sample Matrix: Swabs
Number of Samples Received: 18
Seal ID: A340620334
Sample Site Address: 21 Master st BELMONT NORTH

Sample Type: Laboratory composite sample of 9 swabs (Sites 1-9)

Analyte	CAS Number	μ g/sample ⁽¹⁾	Theoretical Maximum Level ⁽²⁾
Methamphetamine	537-46-2	<0.02	<0.18
Amphetamine	300-62-9	<0.02	<0.18
Ephedrine	24221-86-1	<0.02	<0.18
Pseudoephedrine	90-82-4	<0.02	<0.18

Sample Type: Laboratory composite sample of 8 swabs (Sites 10-17)

Analyte	CAS Number	μ g/sample ⁽¹⁾	Theoretical Maximum Level ⁽²⁾
Methamphetamine	537-46-2	<0.02	<0.16
Amphetamine	300-62-9	<0.02	<0.16
Ephedrine	24221-86-1	<0.02	<0.16
Pseudoephedrine	90-82-4	<0.02	<0.16

Method Summary:

SWL-LCMS-015 Method – Sulfuric Acid extraction followed by concentration and LCMSMS confirmation.

Limit of Reporting 0.02 μ g/sample. Samples analysed as received.

The Uncertainty of Measurement is \pm 10% of the reported result (95% Confidence Interval).

— Please contact Sampler or Sampling Company for results interpretation —

(1) Pooled average result for all swabs

(2) "Theoretical Maximum Level" shows the maximum result for a single swab in the pooled sample. (μ g/sample x number of swabs in composite sample).

Date: 13:35 27-08-2022
 Client: Westpac C/- Legal Stream
 Property: 21 MASTER STREET, BELMONT NORTH, NSW
 Test Type: Laboratory Composite

We are pleased to report the analysis of the samples taken at 21 MASTER STREET on 27-08-2022 found **no traces of methamphetamine residue present.**

Room	Sample Code	Result
Office 1	OFF1A-Office 1	<0.18µg
Kitchen 1	KTN1A-Kitchen 1	
Laundry 1	LDY1A-Laundry 1	
Bathroom 1	BTM1A-Bathroom 1	
Lounge 1	LNG1A-Lounge 1	
Lounge 1	LNG1B-Lounge 1	
Garage 1	GAR1A-Garage 1	
Dining Room 1	DNR1A-Dining Room 1	
Bedroom 1	BDR1A-Bedroom 1	
Bedroom 1	BDR1B-Bedroom 1	
Ensuite 1	ENS1A-Ensuite 1	<0.16µg
Bedroom 2	BDR2A-Bedroom 2	
Bedroom 3	BDR3A-Bedroom 3	
Bathroom 2	BTM2A-Bathroom 2	
Bedroom 4	BDR4A-Bedroom 4	
Lounge 2	LNG2A-Lounge 2	
Studio 1	STU1A-Studio 1	
Field Blank	FBA	<0.02µg

** (Analysis not completed)*

Please see the Field Sampling Technician's report and analysis report from Safeworks Laboratories (Melbourne) for more information on the sampling, result interpretation and any next steps.

We would like to thank you for choosing ENVIRO FORCE PTY LTD to assist in testing the property for methamphetamine.

Kind regards



NSW SWIMMING POOL REGISTER

Certificate of Compliance

Section 22D - Swimming Pools Act 1992

Pool No:	25e3969b
Property Address:	21 MASTER STREET BELMONT NORTH
Expiry Date:	28 October 2025
Issuing Authority:	Karl Edward George Mortensen - Registered Certifier - bdc2469

Complied with AS1926.1 (2012).

The swimming pool at the above property complies with Part 2 of the *Swimming Pools Act 1992*. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act 1992*.

This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the *Swimming Pools Act 1992*.

The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B(3) of the *Swimming Pools Act 1992*.

Please remember:

- **Children should be supervised by an adult at all times when using your pool**
- **Regular pool barrier maintenance**
- **Pool gates must be closed at all times**
- **Don't place climbable articles against your pool barrier**
- **Remove toys from the pool area after use**