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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
Vendor's agent	First National Real Estate 3 Wolgan Street, Portland NSW 2847	Phone: 02 6355 5125 Fax: Ref:
Co-agent		
Vendor	LITHGOW CITY COUNCIL ABN 59 986 092 492 180 Mort Street, Lithgow NSW 2790 Pursuant to the power of section 713 of Local Government Act 1993	
Vendor's solicitor	MCANENY LAWYERS SUTHERLAND PO BOX 373 SUTHERLAND NSW 1499	Phone: 02 9545 3115 Fax: Ref: 105142 & 105602
Date for completion	42nd day after the contract date (clause 15)	
Land (address, plan details and title reference)	Atkinson Street MORTS ESTATE NSW 2790 Auto-Consol 1865-147	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
Improvements	☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
Attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

Inclusions	☐ blinds	☐ dishwasher	☐ light fittings	☐ stove
	☐ built-in wardrobes	☐ fixed floor coverings	☐ range hood	☐ pool equipment
	☐ clothes line	☐ insect screens	☐ solar panels	☐ TV antenna
	☐ curtains	☐ other:		

Exclusions		
Purchaser		
Purchaser's solicitor		
Price	$	
Deposit	$	(10% of the price, unless otherwise stated)
Balance	$	
Contract date		(if not stated, the date this contract was made)
Buyer's agent		Phone: Fax: Ref:

Vendor

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

Witness

Purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ 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 GST*RW 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):

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List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☒ 7 additional information included in that certificate under section 10.7(5)
- ☐ 8 sewerage infrastructure location diagram (service location diagram)
- ☐ 9 sewer lines location diagram (sewerage service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☒ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☒ 23 land tax certificate

Home Building Act 1989

- ☐ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 32 property certificate for strata common property
- ☐ 33 plan creating strata common property
- ☐ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 57 disclosure statement - off the plan contract
- ☐ 58 other document relevant to off the plan contract

Other

- ☐ 59

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

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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.

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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.

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

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.

3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.

4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.

5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.

6. The purchaser will usually have to pay 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.

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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 –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* 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.

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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.

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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;

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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 –

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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.

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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 *serving* a notice before completion; and

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

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

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

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

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

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

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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;

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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.

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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 earnt 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 –

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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

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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*.

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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 –

adjustment figures	details of the adjustments to be made to the price under clause 14;
certificate of title	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;
completion time	the time of day on the date for completion when the *electronic transaction* is to be settled;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
ECNL	the Electronic Conveyancing National Law (NSW);
effective date	the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*;

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

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.

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SPECIAL CONDITIONS

Conditions of sale of land by auction

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

Bidders record means the bidders record to be kept pursuant to clause 13 of the *Property, Stock and Business Agents Regulation 2014* and section 68 of the *Property, Stock and Business Agents Act 2002*:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:

    a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;

    b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;

    c) The highest bidder is the purchaser, subject to any reserve price;

    d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;

    e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;

    f) A bidder is taken to be a principal unless before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;

    g) A bid cannot be made or accepted after the fall of the hammer;

    h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

    (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;

(b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and

(c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf seller or announce 'vendor bid'.

3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

a) More than one vendor bid may be made to purchase interest of a co-owner;

b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;

c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;

d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

Additional clauses forming part of this contract

between: Lithgow City Council ABN 59 986 092 492 (*vendor*)

and: (*purchaser*)

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32 Clause 24.3.3 of this contract is deleted.

Real Estate Agents

33 The purchaser was not introduced to the property or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent, if any, specified in this contract). The purchaser will indemnify the vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the purchaser and against all claims and expenses for the defence and determination of such a claim made against the vendor. This right continues after completion.

Notice to Complete

34 Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete given by the vendor to the purchaser under this contract shall be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.

34.1 The vendor shall be at liberty at any time prior to the expiration of the Notice to withdraw the Notice without prejudice to their continuing right to give any further such notice.

Late completion Liquidated Damages

35 Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor's default) on or before the Completion date as a result of the default of the purchaser, then: -

35.1 Without prejudice and in addition to any other remedies available to the vendor, the purchaser will pay liquidated damages to the vendor on completion.

35.2 In addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion of this contract pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum calculated on daily balances, commencing on the

Completion date and continuing until completion of this Contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part balance of purchase money due and payable on completion, and a further sum of $330.00 (including GST) for the vendor's additional legal costs associated with the purchaser's failure to complete on time.

35.3 The liquidated damages payable under 35.2 are agreed by the parties to be a genuine pre-estimate of the vendor's actual damages.

Settlement Costs

36 In the event the vendor is required by the purchaser to attend settlement at a place other than at the vendors Solicitors office or that of the vendors discharging Mortgagee or their agent/ the purchaser shall pay the vendors costs incurred by such attendance. The purchaser agrees the vendors costs noted at $88.00

36.1 If the purchaser's representative, for whatsoever reason, falls to attend when arranged or cancels settlement on the completion date without giving the vendor's Solicitor notice of at least one (1) day, the purchaser will, at the actual settlement, pay to the vendor's Solicitor or representative the sum of $88.00 (including GST) together with any of the vendor's agency fees incurred in respect of the said cancelled settlement.

Property sold in present condition

37 The Purchaser acknowledges that in entering into this Contract he has relied upon his own enquiries relating to the property and on his own inspection of the property and the Purchaser further acknowledges that he accepts the property and all improvement thereon and any chattels or things included in this Contract in their present condition, subject to fair wear and tear.

Capacity

38 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, if either party (and if more than one person comprises that first party then any one of them) prior to completion:

38.1 dies or becomes mentally ill, then the other party may rescind this contract by written notice to the first party's solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply; or

38.2 being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this contract.

Swimming Pool

39 The purchaser cannot make any objection, requisition or claim or rescind or terminate if the swimming pool on the property does not comply with the requirements of the Swimming Pools Act 1992.

Reduced deposit

40 The vendor agrees to accept the deposit of $ in lieu of the ten percent (10%) deposit only whilst the Purchaser continues to perform his obligations pursuant to the Contract for Sale. Immediately upon any default by the Purchaser the balance of the ten percent (10%) deposit will become payable and the Vendors rights pursuant to clause 9.1 hereof shall be to recover a deposit equivalent to ten percent (10%) of the purchase price.

41 **Deposit Power Guarantee**

In the event that the Vendor agrees to accept a Deposit Power Guarantee the following Conditions shall apply: -

(a) The delivery of the Guarantee no later than the time the deposit is required to be paid under this Contract to the "Deposit Holder" nominated in this Contract to hold the deposit as stakeholder shall, to the extent of the amount guaranteed under the Guarantee, be deemed to be payment of the deposit in accordance with this Contract.

(b) On completion of this Contract, the Purchaser shall pay to the Vendor, in addition to all other monies payable under this Contract, the amount stipulated in the Guarantee, either by way of cash or unendorsed bank cheque.

42 **Requisitions on Title**

The purchaser agrees that the only form of requisitions on title that the purchaser may make pursuant to clause 5 shall be those requisitions contained and annexed to this contract.

43 **Exclusion of pre-contractual representations**

(a) This contract constitutes the entire agreement between the Vendor and the Purchaser relating to the sale of the property. The parties have not entered into and are not bound by any collateral or other agreement, apart from this contract.

The parties are not bound by any warranty, representation, collateral agreement or implied term under the general law or imposed by legislation unless:

i. such warranty, representation, agreement or term is contained in the express terms of this contract; or
ii. it is an implied term or warranty imposed by statute which is mandatory and cannot be excluded by the parties' agreement.

(b) The Purchaser acknowledges that the Purchaser, when entering into this contract relied exclusively on the following maters independently of any statements, inducements or representations made by or on behalf of the Vendor (including by any estate agent acting on behalf Vendor):

i. the inspection of and investigations relating to the land made by or on behalf of the Purchaser;
ii. the warranties and representations expressly contained in this contract;
iii. the skill and judgment of the Purchaser, its consultants and representatives; and
iv. opinions or advice obtained by the Purchaser independently of the Vendor or of the Vendor's agents or employees.

44 **Inspections by the purchaser**

(a) The Purchaser acknowledges that the Vendor:

i. is exercising power of sale under the *Local Government Act 1993*;
ii. has never occupied the property; and
iii. does not have any direct knowledge of the property.

(b) The Purchaser has inspected the property or been given the opportunity to inspect the property and is satisfied regarding all defects both latent and patent.

(c) The Purchaser acknowledges that in entering into this contract, the Purchaser:

i. does not rely on any representations, inducements or warranties made by the Vendor or its agents or representatives, except those expressly set out in this contract;
ii. has relied entirely on the Purchaser's enquiries relating to the property;
iii. accepts the property in its present state of repair or condition including, but not limited to, its suitability for the purposes of the Purchaser, the improvements erected on the property, any contamination relating to, caused by, or affecting the property or any proposed work to be done to the property;
iv. accepts the property subject to the encumbrances disclosed in the contract, except for any encumbrances to be discharged on completion; and
v. cannot require the Vendor either before or after completion to repair or replace any defect or damage to the property existing as at the date of this contract or to comply with or pay for any costs arising from any

work order, including any *work* order issued before the date of this contract.

(d) The Purchaser accepts the property subject to the disclosures contained in this clause and must not make any objection, requisition or claim for compensation or rescind or terminate this contract or delay completion because of any matter arising either directly or indirectly from the matters disclosed or referred to in this clause.

45 **Acknowledgment of non-compliance**

(a) The Vendor discloses that it is not aware whether the improvements comply with all relevant legislation.

(b) The Vendor discloses that it is not aware whether there is any encroachment by or on the property.

(c) The Purchaser must make its own enquiries and satisfy itself regarding all aspects disclosed in this clause and the Purchaser accepts the property subject to the disclosures contained in this clause and must not make any objection, requisition or claim for compensation or rescind or terminate this contract or delay completion because of any matter arising either directly or indirectly from the matters disclosed in this clause.

46 **Furnishing, fittings and property**

(a) The subject matter of this sale is land and fixtures only and does not include any furnishings, fittings, good or personalty on the property. The Purchaser must not require the Vendor to remove any furnishings, fittings, goods, rubbish or personalty at any time. The Purchaser must not make any objection, requisition or claim for compensation nor delay completion because there are any such furnishings, fittings, goods, personalty or rubbish on the property on completion or which remain there after completion.

(b) The Purchaser acknowledges that the Vendor will not prior to completion:

i. mow any lawns or remove any garden refuse and other rubbish from the property;
ii. if any services to the property are disconnected, do anything or pay any amounts for the reconnection of those services; and
iii. provide any keys or remote-control devices which may be missing for any lock/door/window on the property.

47 **Smoke alarms**

(a) The Vendor does not warrant that any building erected on the land complies with the *Environmental Planning and Assessment Regulation 2000* (NSW)

(Regulation) which requires the installation of smoke alarms or heat alarms in certain buildings or parts of buildings,

(b) The Purchaser must make its own enquiries as to whether any building erected on the property complies with the Regulation and accepts the property and must complete the contract whether or not the Regulation has been complied with.

(c) The Purchaser must not make any objection, requisition or claim for compensation or seek to delay completion, rescind or terminate this contract because of any matter disclosed in this clause.

48 **Council exercising power of sale**

(a) If any proceedings to set aside this contract or restrain completion of it are commenced in any court of competent jurisdiction or if any order is made setting aside this contract or restraining completion of it, the Vendor may by written notice to the Purchaser rescind this contract and the provisions of clause 19 will apply. The Vendor's decision will be final and binding on the Purchaser.

(b) If the Vendor exercising power of sale decides it is prevented from completing this contract by the completion date for any reason (and the Vendor's decision will be final and binding on the Purchaser), the Vendor may by written notice to the Purchaser rescind this contract and the provisions of clause 19 will apply.

(c) Despite anything else contained in this contract, the Purchaser agrees that if the Vendor is restricted or prohibited through any means in giving title in accordance with this contract by the completion date, then the completion date may be extended at any timer including without limitation after the completion date (by the Vendor giving written notice), for such period of time as the Vendor may reasonably require in all of the circumstances to give title to the Purchaser. However, if the Vendor is not able to deliver title and effect completion within 4 months of the date of this contract, then either par ty may rescind this contract by notice in writing to the other and clause 19 will apply.

(d) The Purchaser acknowledges and agrees that any rescission of this contract by the Vendor pursuant to this clause:

i. will not be a breach of this contract; and
ii. the Purchaser waives any rights it may have to claim for damages, costs or expenses arising directly or indirectly from any rescission of this contract by the Vendor pursuant to this clause.

49 **Caveats and writs**

(a) The Vendor discloses that under the *Local Government Act 1993* and specifically section 723 thereof:

i. the Vendor is not required to provide to the Purchaser a withdrawal of any caveat which is registered on the title to the property;
ii. the Vendor is not required to provide a cancellation of any writ which is registered on the title to the property;
iii. the Vendor is not required to provide a Discharge of any Mortgage or other charge registered on the title to the property.

(b) The Purchaser must not make any objection, requisition or claim for compensation or rescind or terminate this contract or delay completion because of the matters disclosed in this clause.

50 **Environmental liability**

(a) **No Vendor's Warranty** — No representation or warranty is given by the Vendor in relation to:
i. any Activity on or before completion;
ii. the existence or extent of Contamination emanating from, on, in, under or over the or any Affected Land;
iii. the status of compliance with any Environmental Law applicable (now or after completion) to the property or any Affected Land;
iv. Liabilities for any Activity or Contamination on or before completion with respect to the property or Affected Land; or
v. the extent to which the property or Affected Land is the subject of or cause of harm to the Environment.

(b) **Purchaser relies on own enquiries** — The Purchaser relies on its own inspections and enquiries and has, to the extent required, effected tests to satisfy itself in relation to all issues relating to the Environment.

(c) **Environmental Laws** includes any Law relating to any aspect of the Environment;

(d) **Law** includes any law (including common and criminal laws) directive, Act of Parliament, statute, enactment, legislation, order, ordinance, regulation, rule, by-law, proclamation, notice, Authority approval, statutory instrument, proclamation or delegated or subordinate legislation of the Commonwealth or of any State or Territory of Australia or any Municipal Government or of any Authority; and

(e) **Liability** or **Liabilities** means all threatened or actual actions, proceedings, demands, notices, costs and expenses (investigation costs, clean-up costs, rehabilitation costs, remediation costs and all legal and consultants expenses incurred), loss or damage.

51 **Amendment by solicitor**

Each party hereto authorises his, her or their solicitor or any employee of that solicitor up until the date of this contract to make alterations to this contract including the addition of annexures after execution up until the date of this contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same

and any annexure so added shall form part of this contract as if the same was annexed prior to the contract being executed.

52 **Completion**

Completion of this contract shall take place on or before the due date for completion specified on the front page of this contract PROVIDED THAT if completion does not take place as aforesaid:

(a) either party may give to the other a written notice requiring completion of this contract to take place at the expiration of fourteen (14) days after receipt of such notice and in this regard the time nominated for completion shall be deemed to be of the essence of this agreement. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.

The said notice shall be deemed to have been received by the other party forty-eight (48) hours after the same shall have been posted by prepaid post to such party at the address shown or forwarded through the services of the Australian Document Exchange Pty Limited to the delivery box of the solicitor for the respective party; and

(b) if the Purchaser shall not complete this purchase by the completion date, without default by the Vendor, the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchaser money, an amount calculated as interest on the balance of purchase money at the rate of 10% per annum, computed at a daily rate from the day immediately after the completion date to the day on which this sale shall be completed. It is agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.

53 **Company**

If the Purchaser is a company then that person or those persons who have signed this agreement either as Directors of the Purchaser company or on behalf of the Purchaser company or as separate guarantors hereby acknowledge that the Vendor has entered into this contract only on the basis that the Director(s) or other person(s) who have signed this contract do hereby themselves personally guarantee the Purchaser's performance of this contract. In consideration of the Vendor entering into this contract, such person or persons as have affixed their signatures to this contract as guarantors or as a Director or a Secretary or for and on behalf of the Purchaser company, do hereby in their own right guarantee to the Vendor the performance and observance by the Purchaser of all terms, conditions and provisions contained in this contract and on the part of the Purchaser to be performed and observed. It is agreed that this guarantee shall not be affected or vitiated in any way by any time or other indulgence given by the Vendor to the Purchaser. It is further agreed that this guarantee shall bind the said person or persons, their executors, administrators and

assigns jointly and each of them severally and the contents of this clause shall not merge on completion.

54 **Utility services**

(a) With the exception of any drainage and/or sewer location diagram annexed to the Contract, the Vendor discloses, and the Purchaser acknowledges that the Vendor has no knowledge of the services for electricity, gas, stormwater, sewer and telecommunications ("Utility Services") currently servicing the property.

(b) The Purchaser shall not make any objection, requisition or claim for compensation in respect to the existence or location of Utility Services.

55 **Sale Price less than $10,000.00**

Should the sale price of the land be less than or equal to $10,000.00, the Purchaser agrees to pay the full sale price as a deposit in lieu of the 10% deposit on the day of the auction, and contracts will be exchanged on this same day. The deposit will be held by the nominated real estate agent until the calculations of rates and charges owing to the date of the settlement are finalised.

56 **Amendments to Clause 17**

Clause 17.1 be deleted and replaced with:

Vacant possession is the responsibility of the purchaser. Vendor is not required to give vacant possession on completion.

Clause 17.2 be amended as follows:

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 this contract is not required to disclose the provisions of tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation)

Clause 17.3 be amended as follows:

The purchaser is to exercise due diligence and carry out any searches and or inspections, at their expense, to ensure it meets with their requirements prior to auction. The purchaser cannot claim compensation (before or after completion) from the vendor or *rescind* if any of the land affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 *Landlord and Tenant (Amendment) Act 1948*). The purchaser can commence proceedings at their own expense to obtain vacant possession affected by any protected or unknown tenancies or squatters.

NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: AUTO CONSOL 1865-147

SEARCH DATE	TIME	EDITION NO	DATE
5/5/2021	4:10 PM	-	-

VOL 1865 FOL 147 IS THE CURRENT CERTIFICATE OF TITLE

LAND

LAND DESCRIBED IN SCHEDULE OF PARCELS
AT MORTS ESTATE
LOCAL GOVERNMENT AREA LITHGOW CITY
PARISH OF MARRANGAROO COUNTY OF COOK
TITLE DIAGRAM SEE SCHEDULE OF PARCELS

FIRST SCHEDULE

ARTHUR DIDIER DU BOISE
GUY VASSALL EBSWORTH
JOHN ARTHUR LORD
AS JOINT TENANTS

SECOND SCHEDULE (1 NOTIFICATION)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)

NOTATIONS

NOTE: CERTIFICATE OF TITLE VOL 1865 FOL 147 IS PARTIALLY CANCELLED

UNREGISTERED DEALINGS: NIL

SCHEDULE OF PARCELS	TITLE DIAGRAM
LOT 38 IN DP6360	DP6360
LOTS 14-28 IN DP1136445	DP1136445
LOTS 36-37 IN DP1172337	DP1172337.

*** END OF SEARCH ***

PRINTED ON 5/5/2021

* 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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CERTIFICATE ORDER SUMMARY

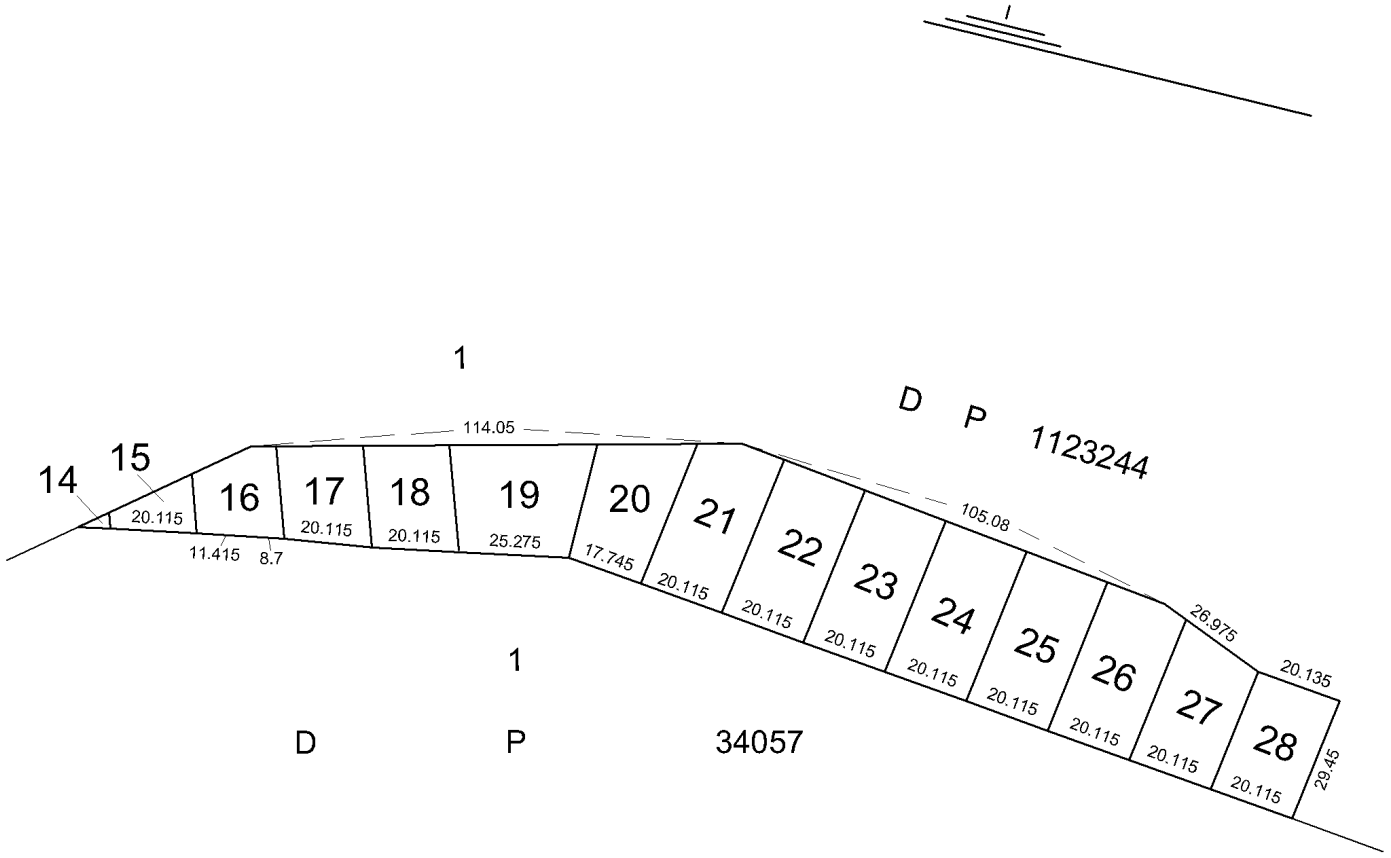
Transaction Details

Date: 07/07/2021 16:54
Order No. 69090563
Certificate No: 104956000
Your Reference: 105142 contract
Certificate Ordered: NSW LRS - Copy of Plan - Deposited Plan 1136445
Available: Y
Size (KB): 21
Number of Pages: 1
Scan Date and Time: 24/02/2009 12:01

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e-departmental

Full dimensions and/or area(s) are not available for all lots. Any division of the land herein may necessitate the lodgement of a plan of survey.



DP 1136445

Registered : 23.2.2009

Title System : TORRENS

Purpose : DEPARTMENTAL

Ref. Map : U1990-23

Last Plan : DP5126

PLAN OF LAND COMPRISED IN

VOL. 1865 FOL. 147 BEING PARTS

OF LOTS 14 TO 28 SEC S IN DP5126

Lengths are in metres. Reduction Ratio - NTS

LPI Ref. : TCB43/50

Sheet 1 of 1 sheets

L. G. A. : LITHGOW CITY

LOCALITY : MORTS ESTATE

PARISH : MARRANGROO

COUNTY : COOK

LOT	PRIOR IDENTITY

THIS PLAN HAS BEEN PREPARED TO PROVIDE AN UNIQUE IDENTITY FOR THE LAND IN THE CERTIFICATE OF TITLE REFERRED TO ABOVE.

IT IS NOT A CURRENT PLAN IN THE TERMS OF 7A OF THE CONVEYANCING ACT, 1919.

Req:R144814 /Doc:DP 1136445 P /Rev:24-Feb-2009 /NSW LRS /Pgs:ALL /Prt:07-Jul-2021 16:54 /Seq:1 of 1
© Office of the Registrar-General /Src:SAIGlobal /Ref:

CERTIFICATE ORDER SUMMARY

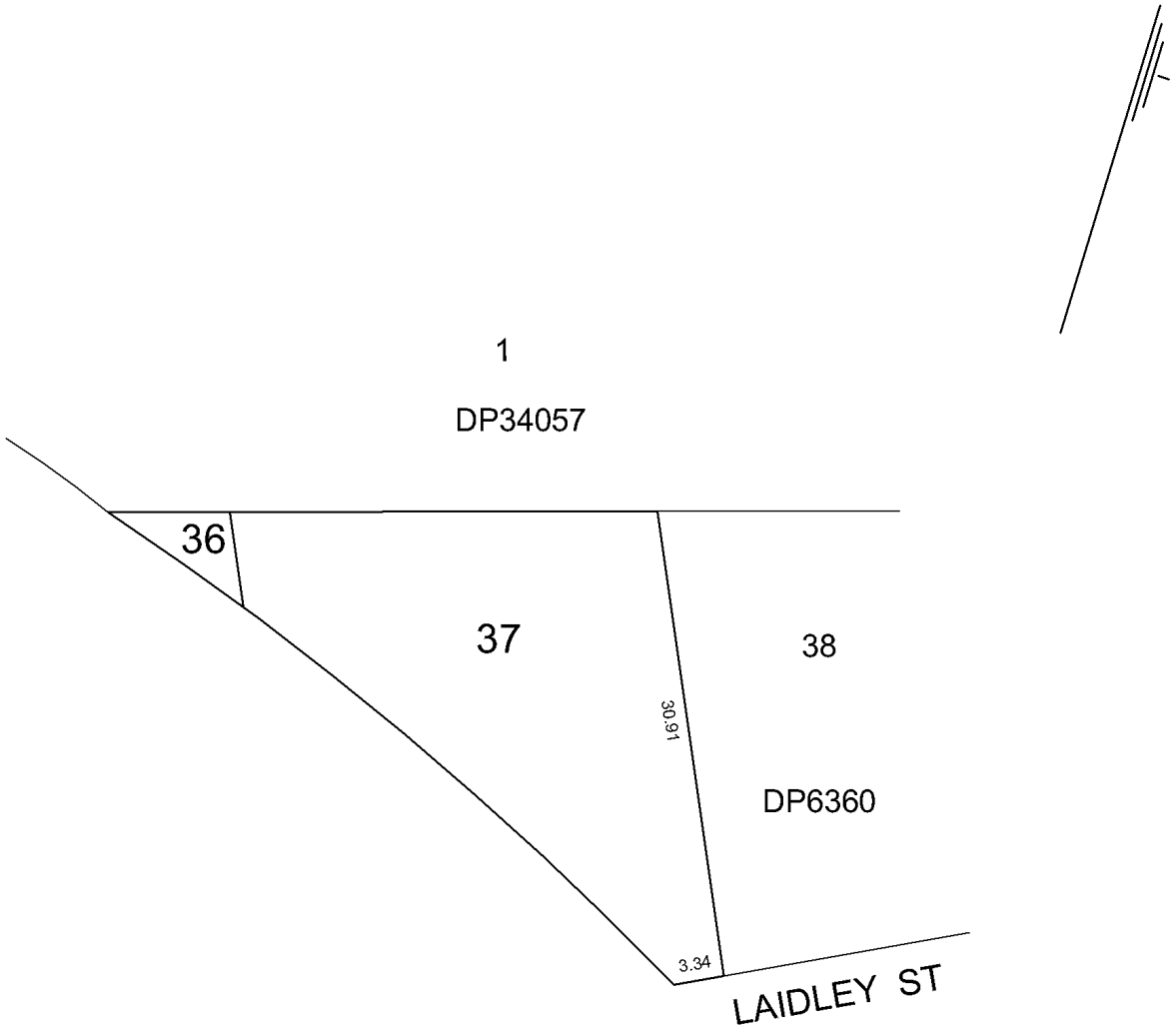
Transaction Details

Date: 07/07/2021 16:54
Order No. 69090563
Certificate No: 104956001
Your Reference: 105142 contract
Certificate Ordered: NSW LRS - Copy of Plan - Deposited Plan 1172337
Available: Y
Size (KB): 18
Number of Pages: 1
Scan Date and Time: 23/01/2012 12:01

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e-departmental

Full dimensions and/or area(s) are not available for all lots. Any division of the lands herein may necessitate the lodgement of a plan of survey.



DP 1 1 7 2 3 3 7

Registered : 12.1.2012

Title System : TORRENS

Purpose : DEPARTMENTAL

Ref. Map : U1990-51

Last Plan : DP6360 & 14825.1603

PLAN OF PART OF LOTS 36 & 37 IN DP6360

COMPRISED IN VOL 1865 FOL 147

Lengths are in metres. Reduction Ratio - NTS
LPI Ref. : TCB43/50

Sheet 1 of 1 sheets

L.G.A. : LITHGOW

LOCALITY : MORTS ESTATE

PARISH : MARRANGAROO

COUNTY : COOK

LOT	PRIOR IDENTITY
36	PART LOT 36 IN DP6360
37	PART LOT 37 IN DP6360

THIS PLAN HAS BEEN PREPARED TO PROVIDE AN UNIQUE IDENTITY FOR THE LAND IN THE CERTIFICATE OF TITLE REFERRED TO ABOVE.

IT IS NOT A CURRENT PLAN IN THE TERMS OF 7A OF THE CONVEYANCING ACT, 1919.

Req:R144815 /Doc:DP 1172337 P /Rev:23-Jan-2012 /NSW LRS /Pgs:ALL /Prt:07-Jul-2021 16:54 /Seq:1 of 1
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LAND REGISTRY SERVICES

SAI GLOBAL

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 07/07/2021 16:54
Order No. 69090563
Certificate No: 104955999
Your Reference: 105142 contract
Certificate Ordered: NSW LRS - Copy of Plan - Deposited Plan 6360
Available: Y
Size (KB): 1246
Number of Pages: 2
Scan Date and Time: 06/03/2019 12:33

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Req:R144813 /Doc:DP 0006360 P /Rev:06-Mar-2019 /NSW LRS /Prt:07-Jul-2021 16:54 /Seq:1 of 2
© Office of the Registrar-General /Src:SAIGlobal /Ref:

M. LITHGOW

PLAN
OF

a subdivision of part of Por 15 and part Sec. M. D.P. 4675
(at Lithgow)
Parish of Marangaroo *County of Cook*

Scale:- 2 chains to 1 Inch

A 6360

DP 6360

Var 10°18E

Magnetic Meridian

POR 15

D.P. 5126 S

Knight St 66 feet wide

Leased to T. Saywell.

Big & branches found.

66 feet wide Street

Farmers Creek

Laidley

Atkinson aligned

Willes aligned 66 feet wide Street

Selwyn aligned 66 feet wide St

66 feet wide St

Laidley aligned 66 feet wide St

D P M 4675

Oac'd Wk'p

Oac'd Opr.

each

32pr

36¼pr

32¼pr

26¼pr

27pr

Oac'd 1pr

32½pr

Bk 218 P 74875
J. Watson 6/1/12

F.B. 61 Fol. 61, 63 & 67.

Azim from A.B.

This is the plan marked "A" signed before me with statutory declaration this 16th day of December 1911

A. Mastamuller J.P.

I hereby certify that the bearings and distances shewn hereon are correct and that the survey was made by me on the 19th day of September 1911

J. Haydon Lardelli
Licensed Surveyor.

Req:R144813 /Doc:DP 0006360 P /Rev:06-Mar-2019 /NSW LRS /Prt:07-Jul-2021 16:54 /Seq:2 of 2
© Office of the Registrar-General /Src:SAIGlobal /Ref:

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

DP 6360

FEET	INCHES	METRES
12	-	3.66
42	-	12.8
66	-	20.115

LINKS	METRES
19.8	3.985
25.51	5.13
30.4	6.115
49.14	9.885
63.55	12.785
72.89	14.665
77.4	15.57
83.15	16.725
87.27	17.555
90.53	18.21
99.59	20.035
100	20.115
106.08	21.34
125.3	25.205
133.11	26.775
133.92	26.94
142.69	28.705
144.77	29.125
148.84	29.94
150	30.175
150.07	30.19
150.29	30.235
151.18	30.41
153.65	30.91
198.7	39.97
200	40.235
209.6	42.165
213.15	42.88
222.46	44.75
250	50.29
259.71	52.25
301	60.55

AC	RD	P	SQ M
-	-	26 1/2	670.3
-	-	27	682.9
-	-	32	809.4
-	-	32 1/4	815.7
-	-	36 3/4	929.5
-	1	-	1012
-	1	1	1037
-	1	11 1/2	1303

Lithgow City Council
Po Box 19
LITHGOW NSW 2790

PLANNING CERTIFICATE UNDER SECTION 10.7, ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

CERTIFICATE NO: PLANC5-20-0244

YOUR REF: Council sale of land
RECEIPT NO:

PROPERTY NO: 105142
ISSUE DATE: 28/06/2021

PROPERTY ADDRESS: Atkinson Street LITHGOW NSW 2790
OWNER: Mr AD Du Boise, Mr GV Ebsworth, Mr JA Lord

LAND PARCEL DESCRIPTIONS:

Lot 14 DP 1136445
Lot 15 DP 1136445
Lot 16 DP 1136445
Lot 17 DP 1136445
Lot 18 DP 1136445
Lot 19 DP 1136445
Lot 20 DP 1136445
Lot 21 DP 1136445
Lot 22 DP 1136445
Lot 23 DP 1136445
Lot 24 DP 1136445
Lot 25 DP 1136445
Lot 26 DP 1136445
Lot 27 DP 1136445
Lot 28 DP 1136445

IN ACCORDANCE WITH SECTION 10.7(2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979, IT IS CERTIFIED THAT AT THE DATE OF THIS CERTIFICATE THE FOLLOWING PRESCRIBED MATTERS RELATE TO THE LAND:

1. Names of relevant planning instruments and DCPs

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

LITHGOW LOCAL ENVIRONMENTAL PLAN 2014 (LEP)

E3 Environmental Management

Further, the following State Environmental Planning Policies apply to the land:

State Environmental Planning Policy (Sydney Drinking Water Catchment) 2011

State Environmental Planning Policy (Affordable Rental Housing) 2009

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

State Environmental Planning Policy (Concurrences and Consents) 2018

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

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

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Koala Habitat Protection) 2020

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

State Environmental Planning Policy No 21 – Caravan Parks

State Environmental Planning Policy No 33 – Hazardous and Offensive Development

State Environmental Planning Policy No 36 – Manufactured Homes Estates

State Environmental Planning Policy No 50 – Canal Estate Development

State Environmental Planning Policy No 55 – Remediation of Land

State Environmental Planning Policy No 64 – Advertising and Signage

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

State Environmental Planning Policy No 70 – Affordable Housing (Revised Schemes)

State Environmental Planning Policy (Primary Production and Rural Development) 2019

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (State Significant Precincts) 2005

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

A copy of the SEPPs are available on the NSW Legislation website- www.legislation.nsw.gov.au

(2) The name of each proposed planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director- General has

notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

The following draft State Environmental Planning Policies apply to the land:

- Draft Design and Place SEPP
- Draft Environment SEPP
- Draft Housing Diversity SEPP
- Draft Remediation of Land SEPP
- Draft Short Term Accommodation SEPP

A copy of the draft SEPPs are available on the NSW Planning Portal website at https://www.planningportal.nsw.gov.au/draftplans

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

Nil.

Note: All previous Lithgow City Council development control plans have been repealed and are currently under review. A new comprehensive development control plan for the Lithgow City Council area is expected to be considered by Council in 2021-2022.

(4) Any proposed environmental planning instrument including a planning proposal for a LEP or a draft environmental planning instrument:

Nil.

2. Zoning and land use under relevant LEPs

(a) Identify the zone:

E3 ENVIRONMENTAL MANAGEMENT

(b) Development that may be carried out within the zone without the need for development consent:

Extensive agriculture; Home occupations

(c) Development that may not be carried out within the zone except with development consent:

Building identification signs; Business identification signs; Community facilities; Dual occupancies; Dwelling houses; Eco-tourist facilities; Emergency services facilities; Environmental facilities; Environmental protection works; Farm buildings; Flood mitigation works; Information and education facilities; Oyster aquaculture; Pond-based aquaculture; Recreation areas; Research stations; Roads; Secondary dwellings; Tank-based aquaculture; Water recycling facilities; Water supply systems

(d) Development that is prohibited within the zone:

Industries; Multi dwelling housing; Residential flat buildings; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; any other development not specified in item (b) or (c).

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

40ha as per the Lot Size Map for Lithgow Local Environmental Plan 2014.

Note:
1. For zones R1 General Residential and R2 Low Density Residential, no minimum land size applies for a 'dwelling-house' and the above land size applies to the minimum lot size for the purpose of a Torrens Title subdivision or additional dwellings in relation to Clause 4.1A of LEP2014.
2. A 'dwelling-house' may be permissible if it does not meet the minimum lot size for zones RU1, RU2, E3, E4, RU5 and R5 if it can comply with Clause 4.2A or 4.2B of LEP2014. A search in this regard may be sought separately from Council.
3. The above minimum land size is as per the 'Lot Size Map' for the purpose of a subdivision (Clause 4.1 of LEP2014) and does not necessarily state that a 'dwelling-house' is permissible in that particular zoning.

(f) Whether the land includes or comprises of critical habitat:

No.

(g) Whether the land is in a conservation area (however described):

No.

(h) Whether an item of environmental heritage (however described) is situated on the land:

No.

2A. Zoning and land use under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*

Is the land zoned under Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (SEPP 2006),* or a Precinct Plan (within the meaning of SEPP 2006), or a proposed Precinct Plan that is or has been the subject of community consultation or on public consultation?

No.

3. Complying Development

(1) Whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*:

No.

(2)If complying development may not be carried out on that land because of the provisions of clause 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy, the reasons why it may not be carried out under that clause:

Complying Development under the Inland Code or the Low Rise Housing Diversity Code may not be carried out on the land if that development will result in an increase to the number of bedrooms on the site or in a site disturbance area of more than 250m^2, under Clause 1.19(1)(j)(i) of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because the land or part thereof is known to be unsewered land to which the *State Environmental Planning Policy (Sydney Drinking Water Catchment) 2011* applies,.

Complying Development under the Housing Alterations Code and General Development Code may not be carried out on the land if that development will result in an increase to the number of bedrooms on the site or in a site disturbance area of more than 250m^2, under Clause 1.19(4)(a) of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because the land or part thereof is known to be unsewered land to which the *State Environmental Planning Policy (Sydney Drinking Water Catchment) 2011* applies.

Complying Development under the Commercial and Industrial (New Buildings and Additions) Code may not be carried out on the land under Clause 1.19(5)(i)(i) of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because the land or part thereof is known to be unsewered land to which the *State Environmental Planning Policy (Sydney Drinking Water Catchment) 2011* applies.

Note: The above responses apply only to the land exemptions for Exempt and Complying Development set out in clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* for the Housing Code, Rural Housing Code, Housing Alterations Code, General Development Code and the Commercial and Industrial (New Buildings and Additions) Code. Other clauses within the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may permit some development occurring on the subject land.

Note: clause 1.19 (6) states that specific land exemptions may apply only to part of a lot Nothing in this clause prevents complying development being carried out on part of a lot that is not land referred to in this clause even if other parts of the lot are such land.

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

Not applicable to Lithgow City Council Local Government Area.

5. Mine Subsidence

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

Yes.

6. Road widening and road realignment

Whether or not the land affected by any road widening or road realignment under:
a) Division 2 of Part 3 of the *Roads Act 1993*, or
b) any environmental planning instrument, or
c) any resolution of council:

The property fronts a Council managed road. No widening or realignment is proposed by Council for this road as at the date of this certificate.

7. Council and other public authority policies on hazard risk restrictions

Whether land is affected by a policy:
a) adopted by council, or
b) adopted by another public authority and notified to 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 landslip, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding):

No.

7A. Flood related development controls information

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

No. The Council does not hold any recent flood study or definitive flood level data relating to the land subject to this certificate.

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

No. The Council does not hold any recent flood study or definitive flood level data relating to the land subject to this certificate.

8. Land reserved for acquisition

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

No.

9. Contributions Plans

The name of each contributions plan applying to the land:

Lithgow Section 94A (Section 7.12) Development Contributions Plan 2015 applies to this land.

9A. Biodiversity Certified Land

If the land is biodiversity certified land (within the meaning of Part 5 of the *Biodiversity Conservation Act 2016*) Note: Biodiversity certified land includes land certified under Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*:

No.

10. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* (but only if the Council has been notified of the existence of the agreement by the Chief Executive of the office of Environment & Heritage). Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the *Threatened Species Conservation Act 1995* that is taken to be biodiversity stewardship agreements under Part 5 of the *Biodiversity Conservation Act 2016*:

No.

10A. Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013* (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section):

No.

11. Bush Fire Prone Land

If any of the land is bush fire prone land (as defined in the Act):

Yes - The land is entirely bushfire prone as identified on Council's adopted bushfire mapping.

12. Property Vegetation Plans

If the land is land to which a property vegetation plan under *The Native Vegetation Act 2003* (and that continues in force) applies (but only if Council has been notified of the existence of the plan by the person or body that approved the plan under that Act):

No.

13. Orders under *Trees (Disputes Between Neighbours) Act 2006*

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

No.

14. Directions under Part 3A

Is there 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:

No.

15. Site compatibility certificates and conditions for seniors housing

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

No.

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

If the land has a valid site compatibility certificate (infrastructure or site compatibility certificate (schools or TAFE establishment):

No.

17. Site compatibility certificates and conditions for affordable rental housing

If the land is land to which a site compatibility certificate was issued under *State Environmental Planning Policy (Affordable Rental Housing)* :

No.

18. Is there any development plan adopted by a relevant authority regarding paper subdivisions that apply to this land?

No.

19. Is there a current site verification certificate of which Council is aware, in respect of the land? If there is, what are the particulars of the certificate?

No.

20. The following matters are prescribed by *Environmental Planning and Assessment Amendment (Loose-fill Asbestos Insulation) Regulation 2016* as additional matters to be specified in a planning certificate:

Is the property listed on the NSW Fair Trading Loose-Fill Asbestos Insulation Public Register?

No.

21. Affected Building notices and building product rectification orders

Is Council aware of any affected building notice, building product rectification order or notice of intention to make a building product rectification order that is in force in respect of the land, as per the *Building Products (Safety) Act 2017*?

No.

NOTE:

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

a) Is the land significantly contaminated land within the meaning of the *Contaminated Land Management Act 1997* — or is the land (or part of the land) significantly contaminated land at the date when the certificate is issued?

No.

b) Is the land subject to a management order within the meaning of the *Contaminated Land Management Act 1997*— or is the land subject to such an order at the date when the certificate is issued?

No.

c) Is the land subject of an approved voluntary management proposal within the meaning of *Contaminated Land Management Act 1997*— or is the land subject to such an order at the date when the certificate is issued?

No.

d) Is the land to subject to an ongoing maintenance order within the meaning of *Contaminated Land Management Act 1997*— or is the land subject to such an order at the date when the certificate is issued?

No.

e) Is the land to subject of a site audit statement within the meaning of *Contaminated Land Management Act 1997*— or has a copy of such a statement been provided to council?

No.

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for the GENERAL MANAGER
LITHGOW CITY COUNCIL

For any further information, please contact the Environment & Development Department on (02) 63549999.

DISCLAIMER
THIS SECTION 10.7 CERTIFICATE CONTAINS INFORMATION PROVIDED TO LITHGOW CITY COUNCIL BY OTHER AUTHORITIES AND IS AS CURRENT AS THE LATEST INFORMATION AVAILABLE TO COUNCIL AT THE TIME OF PRODUCTION OF THIS DOCUMENT. IT IS STRONGLY RECOMMENDED THAT YOU CONTACT THE RELEVANT AUTHORITIES TO CONFIRM THE ACCURACY OF THE INFORMATION.

SECTION 10.7(5) ADVICE

(a) Has any development consent with respect to the land been granted within the previous five years?	**NO**
(b) Additional information	Threatened species and Endangered Ecological Communities currently exist within the Lithgow Local Government Area. Information on species reported and their localities can be found on the NSW Office of Environment and Heritage website below: http://www.environment.nsw.gov.au/wildlifeatlas/about.htm
	Information regarding loose-fill asbestos insulation Some residential homes located in the Lithgow Local Government Area have been identified as containing loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains a Register of homes that are affected by loose-fill asbestos insulation. You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, Council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants. Please contact NSW Fair Trading for further information.

Council Sale of Land
Property No: 105142
Customer Services

Lithgow City Council
Po Box 19
LITHGOW NSW 2790

APPLICATION FOR DRAINAGE DIAGRAM

APPLICATION NO: DD-20-0499

OWNER: Mr AD Du Boise, Mr GV Ebsworth, Mr JA Lord
PROPERTY: Atkinson Street LITHGOW NSW 2790

Lot 14 DP 1136445	Lot 15 DP 1136445	Lot 16 DP 1136445
Lot 17 DP 1136445	Lot 18 DP 1136445	Lot 19 DP 1136445
Lot 20 DP 1136445	Lot 21 DP 1136445	Lot 22 DP 1136445
Lot 23 DP 1136445	Lot 24 DP 1136445	Lot 25 DP 1136445
Lot 26 DP 1136445	Lot 27 DP 1136445	Lot 28 DP 1136445

DRAINAGE DIAGRAM: **NIL**

Perusal of Council's records reveals that the sewer is unavailable at this location and consequently, the above premises is not connected to Council's sewer.

For any further information, please contact Customer Services Division, telephone (02) 63549999.

for Craig Butler
GENERAL MANAGER
14/07/2021

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Council Sale of Land
Property No: 105602
Customer Services

Lithgow City Council
Po Box 19
LITHGOW NSW 2790

APPLICATION FOR DRAINAGE DIAGRAM

APPLICATION NO: DD-20-0500

OWNER: Mr AD Du Boise, Mr GV Ebsworth, Mr JA Lord
PROPERTY: Laidley Street LITHGOW NSW 2790
Lot 38 DP 6360
Lot 36 DP 1172337
Lot 37 DP 1172337

DRAINAGE DIAGRAM: **NIL**

Perusal of Council's records reveals that the sewer is unavailable at this location and consequently, the above premises is not connected to Council's sewer.

For any further information, please contact Customer Services Division, telephone (02) 63549999.

for Craig Butler
GENERAL MANAGER
14/07/2021

DISCLAIMER-THIS CERTIFICATE CONTAINS INFORMATION PROVIDED TO LITHGOW CITY COUNCIL BY OTHER AUTHORITIES AND IS AS CURRENT AS THE LATEST INFORMATION AVAILABLE TO COUNCIL AT THE TIME OF PRODUCTION OF THIS DOCUMENT. IT IS STRONGLY RECOMMENDED THAT YOU CONTACT THE RELEVANT AUTHORITIES TO CONFIRM THE ACCURACY OF THE INFORMATION.

Form 875 **RURAL LAND**

From.....*Purchasers' Solicitor*

To.....*Vendors' Solicitor*

Date.....

REQUISITIONS ON TITLE

RE: ..... **Purchase from** .....

Property:.....

(In these Requisitions, the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender and the terms "Clause" and "Clauses" refer to a Clause or Clauses in the 2000 Edition of the Contract for Sale of Land).

	REQUISITIONS	RESPONSE
1.	The Vendor must comply before completion with Clauses 15, 16.1, 16.2, 16.3, 16.5, 16.8, 16.12 and 17.1.	
2.	Rates and Taxes must be adjusted in accordance with Clause 14 and the Vendor must comply with Clause 16.6.	
3.	The Vendor must before completion comply with any Work Order in accordance with Clauses 11.1 and 14.8.	
4.	Is the Vendor aware of any unregistered easement such as a Right of Way over the property?	
5.	Has the Vendor been served with notice:- (a) of the proposed realignment, widening or alteration of the subject land? (b) of any proposal or order for the resumption of the property or any part of it? (c) from any statutory or local authority or of an adjoining owner which affects the property? Any such notice issued before contracts were exchanged should be complied with by the Vendor before completion.	
6.	If the sale of the property is subject to an existing tenancy:- (a) (if not already supplied) the Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoings and the date to which they have been paid. (b) has there been any breach of the lease in which case such breach must be remedied before completion. (c) rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2. (d) the lease (stamped and, if necessary, registered) should be handed over to the Purchaser on completion. (e) if applicable, the Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from completion. (f) The Vendor must comply with Clauses 24.3.2, 24.4.1, 24.4.2 and 24.4.3 on or before completion.	
7.	The Purchaser reserves his contractual rights to make a claim on the Vendor before completion as provided in Clauses 6, 7, 11.2 and 14.8.	
8.	It must be established before completion that the Vendor and/or his predecessors in title have complied with the provisions of the Local Government Act 1919 or the Local Government Act 1993 as the case may be, and its ordinances and regulations relating to buildings, subdivisions, alterations and additions.	

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	REQUISITIONS	RESPONSE
9.	Is there any liability of the Vendor under any hire-purchase agreement, credit sale agreement or bill of sale relating to the inclusions? If so, the Vendor must discharge any such liability on or before completion.	
10.	Has any claim been made on the Vendor to contribute to the cost of the boundary fences or is the Vendor aware of any such claim being made? If so, the Vendor should satisfy such claim before completion and produce the receipt on or before completion.	
11.	Does the Vendor know of any patent or latent defects which are detrimental to building on the land?	
12.	Is there in existence any "give-and-take" fences which are pertinent to the property? If so, please give particulars and produce a copy of any relevant agreement. If there is an agreement, it should be handed over on completion.	
13.	Has the Vendor a permit for any type of fence erected to protect the property from rabbits, dogs or marsupials? If so, please provide a copy of the permit or permits which should be assigned to the Purchaser on completion.	
14.	Can access to the property be obtained from any public road or road permit or through another property with the consent of an adjoining owner? If so, please give details and provide a copy of any document or documents. Can such access be terminated at any time and, if so, what procedure is involved? Is there any unregistered easement or prescriptive right in relation to access?	
15.	Is anyone in adverse possession or is there a permissive occupancy of any part of the property? If so, the Purchaser relies on Clauses 16.3 and 17.1.	
16.	Is the property the subject of any enclosure permits, Crown licences, Crown leases or mining leases? If so, please give details and provide a copy of relevant documentation. Are such permits, licences and leases binding on the Purchaser?	
17.	Is the property affected by any grazing right, share farming agreement or other authority which entitles a party (including corporation) to enter the property or any part of it? If so, please give details and provide a copy of any relevant document(s).	
18.	Does the property have the benefit of any watercourses, rivers or artesian wells? If so, please give details.	
19.	If any statutory or regional authority validly claims money from the Vendor in respect of the property, such monetary claim or claims should be settled and discharged by the Vendor before completion.	
20.	Does the Vendor hold any water licence interests under the Water Act 1912 or the Water Management Act 2000 or is there a pending application by the Vendor for such licence? Please give particulars and identify the water supply authority or private group. What is the procedure to transfer such licence from the Vendor to the Purchaser on completion? Please forward any necessary form of transfer or assignment.	
21.	Are there any noxious insects or weeds which the Vendor is liable to destroy under the Noxious Weeds Act 1993? If so, they must be destroyed before completion.	
22.	Is there any current agreement between the Vendor and another party (including a corporation) the benefit or liability which will bind the Purchaser on and from informed completion?	
23.	Is the property affected by any pending litigation? If so, please give full details.	
24.	Has the Vendor any rights or entitlements under the:- (a) Mining Act 1992? (b) Coal Mining Act 1973? in respect of the property?	
25.	Has the Vendor received any:- (a) notice issued under Section 35 of the Environmentally Hazardous Chemicals Act 1985? (b) notices or orders issued under the Stock Diseases Act 1923? (c) orders or requirements to be complied with under the Stock (Chemical Residues) Act 1975?	

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	REQUISITIONS	RESPONSE
	(d) notice or has the Vendor any rights or obligations under the Native Vegetation Conservation Act 1997? (e) notice or order to abate the pollution of any river or lake which lies within or adjacent to the property? (f) notice or order to create a firebreak in relation to the property? (g) notice issued or order made under the Rural Fires Act 1997 to the effect that the property is a bushfire hazard or that the land is bushfire-prone? If so, please give full details.	
26.	Does the Vendor know of:- (a) any proposal or order under the Coastal Protection Act 1979? (b) any declaration having been made under Section 5 of the Unhealthy Building Land Act 1990? (c) any order having been made under the Contaminated Land Management Act 1997? (d) any restrictions on the use or development of the land? If so, please give full details.	
27.	Does the Water Management Amendment Act 2004 apply to the property? If so, please give details.	
28.	By which electricity supplier is electricity supplied to the property? Is the Vendor aware of any proposal or intention of such supplier to acquire any right or interest in the land?	
29.	The Vendor should comply with his obligations specified in Clauses 12 and 13.	
30.	Has the Vendor or any predecessor in title:- (a) been bankrupt or are there any pending bankruptcy proceedings against the Vendor? (b) entered into any development or other agreement with a statutory or regional authority which binds the subject land and which will bind the Purchaser on and from completion? If so, please give full details.	
31.	If any covenants noted on the title have been breached, the Vendor should remedy any such breach before completion.	
32.	Is there any encroachment:- (a) onto any adjoining land by any improvements erected on the subject land? (b) by any improvements erected on adjoining land onto the subject land to the Vendor's knowledge? If so, please give details of any such encroachment which should be removed before completion.	
33.	Has the Vendor or his mortgagee:- (a) a survey report? (b) a certificate issued under Section 317A or Section 317AE of the Local Government Act 1913? (c) A building certificate issued under Section 149 of the Environmental Planning and Assessment Act 1979, Section 149D? If so, please obtain and forward a copy and ensure that the originals are handed over on completion.	
34.	Has the Vendor been served with any order under Section 124 of the Local Government Act 1993 requiring him to demolish, repair or make structural alterations to a building which is erected on the subject land? If such order has not been complied with, the Vendor should do so before completion, and notify the Purchaser of his compliance.	
35.	Have any building works been carried out at the subject property to which the Building Services Corporation Act 1989 and/or the Home Building Act 1989 applies? If so, please provide before completion satisfactory evidence that such legislation has been complied with.	
36.	If a Swimming Pool is included in the sale:- (a) Was its construction approved by the Local Council? Please furnish a copy of such approval.	

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	REQUISITIONS	RESPONSE
	(b) Have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with?	
	(c) The Vendor should assign in writing to the Purchaser the benefit of any current warranties or guarantees in relation to the contract for the construction of the Swimming Pool. Do any such warranties and guarantees exist?	
	(d) All pool chemicals and equipment should be left behind by the Vendors for the Purchasers' use.	
37.	In the case of Old System Title land:-	
	(a) The Deeds and documents listed on Annexure "A" to these Requisitions should be produced for our inspection and found satisfactory prior to completion.	
	(b) The Deeds and documents listed on Annexure "B" to these Requisitions relating solely to the subject property should be produced for inspection and found satisfactory and handed over at settlement.	
	(c) As the Vendors will not retain any estate in the lands dealt with by the Deeds listed on Annexure "C" to these Requisitions after conveyance of the subject property to the Purchasers, they should be permanently deposited in the office of the Land and Property Information (NSW), Sydney, in accordance with Section 53(2)(e) of the Conveyancing Act 1919 and a certified copy of the Lodgment receipt furnished at settlement or, a written undertaking to furnish such certified copy handed over at settlement.	
	(d) In these terms, the Vendor must comply with Clauses 25.2 and 25.7 before completion.	
38.	Has the Vendor been served with any notice or order relating to fire safety issued under Section 124 of the Local Government Act 1993 which the Vendor has not fully complied with? If so, the Vendor must satisfy the terms of such notice or order before completion.	
39.	Has the Vendor been served with any notice, order or claim arising under the following statutes:-	
	(a) Family Law Act 1975 (Commonwealth Statute)?	
	(b) Property (Relationships) Act 1984 (NSW Statute)?	
	(c) Family Provision Act 1982 (NSW Statute)?	
	(d) Encroachment of Buildings Act 1922 (NSW Statute)?	
	(e) If so, please advise full details.	
40.	If applicable, the Vendor should pay the "Vendor Stamp Duty" payable on the Transfer which should be so stamped and handed over to the Purchaser on completion.	
41.	The Vendor must comply with Clause 4.2.	
42.	The Vendor must provide at settlement a direction in accordance with Clause 20.5.	
43.	(If applicable) The Vendor must comply with Clauses 13.4.2, 13.9 and 13.10 on and before completion.	

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NSW GOVERNMENT Revenue

Enquiry ID	3523673
Agent ID	112176669
Issue Date	08 Jul 2021
Correspondence ID	1729931913
Your reference	105142 contract

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

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
D1136445/14	ATKINSON ST MORTS ESTATE 2790	$64 533

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2021 tax year.

This Certificate also relates to the following Land ID(s) contained in a single valuation with the above land: D1136445/15, D1136445/16, D1136445/17, D1136445/18, D1136445/19, D1136445/20, D1136445/21, D1136445/22, D1136445/23, D1136445/24, D1136445/25, D1136445/26, D1136445/27, D1136445/28

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

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.

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.

Contact details



Read more about Land Tax and use our online servce 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.