

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	First National Real Estate David Haggarty 454 High St., Maitland, NSW 2320	Phone: 49335544 Fax: 49331706
co-agent		
vendor		
vendor's solicitor	DC Conveyancing Pty Ltd 101 Lang Street, Kurri Kurri NSW 2327	Phone: 49375892 Email: admin@dconveyancing.com.au Ref: BV:DK:999
date for completion	28th day after the contract date	(clause 15)
land (address, plan details and title reference)	9 Laurel Close, Thornton, New South Wales 2322 Registered Plan: Lot 2422 Plan DP 1030218 Folio Identifier 2422/1030218	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input checked="" type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: shed	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: air conditioner, ceiling fans
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$
balance	\$
contract date	(10% of the price, unless otherwise stated)
contract date	(if not stated, the date this contract was made)

buyer's agent

vendor

GST AMOUNT (optional)

The price includes

GST of: \$

witness

purchaser JOINT TENANTS tenants in common in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) NO yes**Nominated Electronic Lodgment Network (ELN)** (clause 30):

PEXA

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 a **GSTRW payment**
(GST residential withholding payment) NO yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 32 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
Home Building Act 1989	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
Swimming Pools Act 1992	Other
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/1 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

SPECIAL CONDITIONS

1. **Notice to complete**

- a. In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.
- b. If a notice to Complete is issued by the Vendor the Purchaser acknowledges and shall pay on completion and in addition to the purchase price the amount of \$300.00 to pay the legal costs and expenses incurred by the Vendor as a result of the delay.

2. **Death or incapacity**

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

3. **Purchaser acknowledgements**

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

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

4. **Late completion**

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated

for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

5. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, not withstanding completion.

6. Mine Subsidence

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

7. Swimming pool

The property does not have a swimming pool.

8. Deposit bond

- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
 - (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
 - (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
 - (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.
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9. Requisitions on Title

The purchaser acknowledges that the only form of Requisitions on title that the purchaser is entitled to make pursuant to clause 5.1 are those requisitions on title annexed.

10. Deposit

In the event: -

- (a) The purchaser defaults in the observance of any obligations hereunder which is or the performance of which has become essential; and
- (b) The purchaser has paid a deposit of less than 10% of the purchase price; and
- (c) The Vendor terminates this Agreement

Then the Vendor, as a consideration of accepting less than a 10% deposit shall be entitled to recover from the Purchaser of the amount equal to 10% of the purchase price less any deposit paid as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any other remedies available to the Vendor herein contained or implied notwithstanding any rule of Law or Equity to the contrary. This clause shall not merge on termination of this Agreement.

11. Electronic Settlement

- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
 - (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.
 - (c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.
 - (d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
 - (e) Settlement takes place when the financial settlement takes place.
 - (f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
 - (g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as
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possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.

- (h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

12. Qualified/Limited Title

If the subject property is noted as being Old System title, or subject to any limitations or qualifications the purchaser shall not make any requisition, objection or claim for compensation nor have any right of rescission with respect to such limitation or qualification. The purchaser shall not require the vendor to provide an abstract of title, prove prior old system title or remove any qualification or limitation.

13. Release of Deposit

The purchaser acknowledges that should if vendor wishes to enter into a Contract for Sale to purchase another property and require funds to use as a deposit to secure such property then the Purchaser hereby agrees to irrevocably authorise the deposit holder, without delay, to release sufficient funds to enable the Vendor to exchange contracts on the property they wish to purchase. These funds must only be released if they are to be held in the trust account of a Licensed Real Estate Agent, Solicitor or Licensed Conveyancer.

14. Sewer Diagram – Prescribed Document

The parties acknowledge that if the subject property is located within an area which is serviced by Hunter Water Corporation that:

- (a) Hunter Water Corporation does not collect, maintain or make available drainage diagrams in the ordinary course of administration; and
- (b) The document referred to in Schedule 1, Item 2(a) of the Conveyancing (Sale of Land) Regulations 2017 (NSW) is not a prescribed document and therefore the Vendor is not required to be attach this document to this Contract for Sale.

15. Error in Adjustments

Both parties agree that, if on completion of this matter, any adjustment or payment made (or allowed to be made) under this Contract for Sale is overlooked or incorrectly calculated, then, either party, if requested within 21 days from the date of completion by the other party, must immediately make the correct calculation and/or pay any such amount outstanding. This clause shall not merge on completion.

16. Claims by Purchaser

Notwithstanding the provisions of Clause 6 and 7, the parties hereby agree that any claim for compensation shall be deemed to be an objection or requisition for the purpose of Clause 7 and 8 entitling the Vendor to rescind this contract.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?
(b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
(c) Please specify any existing breaches.
(d) All rent should be paid up to or beyond the date of completion.
(e) Please provide details of any bond together with the Rental Bond Board's reference number.
(f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the Landlord and Tenant (Amendment) Act 1948.)
5. If the tenancy is subject to the Residential Tenancies Act 2010 (NSW):
(a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
(b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

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

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
 14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
 15. (a) Have the provisions of the Local Government Act, the Environmental Planning and Assessment Act 1979 and their regulations been complied with?
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
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- (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (d) Has the vendor a Final Occupation Certificate issued under the Environmental Planning and Assessment Act 1979 for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance. In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
- (ii) when was the building work completed?
- (iii) please state the builder's name and licence number;
- (iv) please provide details of insurance under the Home Building Act 1989.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
- (b) is the swimming pool surrounded by a barrier which complies with the requirements of the Swimming Pools Act 1992?
- (c) if the swimming pool has been approved under the Local Government Act 1993, please provide details.
- (d) are there any outstanding notices or orders?
18. (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (e) Has the vendor received any notice, claim or proceedings under the Dividing Fences Act 1991 or the Encroachment of Buildings Act 1922
- Affectations**
19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
- (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
- (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
- (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
- (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
- (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
- (e) any realignment or proposed realignment of any road adjoining the property?
- (f) any contamination?
22. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and Telephone services?
- (b) If so, do any of the connections for such services pass through any adjoining land?

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- (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

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

Requisitions and transfer

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

Mine Subsidence

30. (a) Does the property lie within a Mine Subsidence District under the provisions of the Mine Subsidence Compensation Act, 1961?
(b) Does the property form part of a subdivision of land within a Mine Subsidence District effected since 1st July 1961?
(c) Does the property form part of a subdivision of land effected since 1st July 1961, within a district proclaimed under the Mine Subsidence Act?
(d) If the property lies within a Mine Subsidence District have any improvement (whether or not requiring the consent of the Local Council) been erected since 1st July 1961?
(e) If the answer to (b) (c) and/or (d) is in the affirmative we must be satisfied that the approval of the Mine Subsidence Board was obtained and that the owner complied with any conditions or requirements imposed by the Board or the relative Act.
(f) (i) Was a conditional right to insure improvements erected prior to 1st July 1961, granted by the Mine Subsidence Board?
(ii) If so, has the owner or his predecessor in title complied with the conditions imposed by the Board?
(g) Is the Vendor aware of any claim in respect of the subject property having been made under the Mine Subsidence Compensation Act, 1961?
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SEARCH DATE	TIME	EDITION NO	DATE
15/4/2021	10:15 AM	6	2/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND

LOT 2422 IN DEPOSITED PLAN 1030218
AT THORNTON
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF ALNWICK COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1030218

FIRST SCHEDULE

RUSSELL BARRY MEYERS (T AD38502)

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 BK 1162 NO 839 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- 3 BK 1173 NO 472 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- 4 BK 1158 NO 830 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- 5 DP866576 RESTRICTION(S) ON THE USE OF LAND
- 6 DP866576 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP877263 EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1004598 EASEMENT FOR DRAINAGE OF WATER 2.5 METRE(S) WIDE APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 9 DP1004598 EASEMENT FOR DRAINAGE OF WATER 2.5 METRES WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 DP1013452 EASEMENT FOR DRAINAGE OF WATER 2.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 11 DP1030218 RESTRICTION(S) ON THE USE OF LAND
- 12 AK676713 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

1385

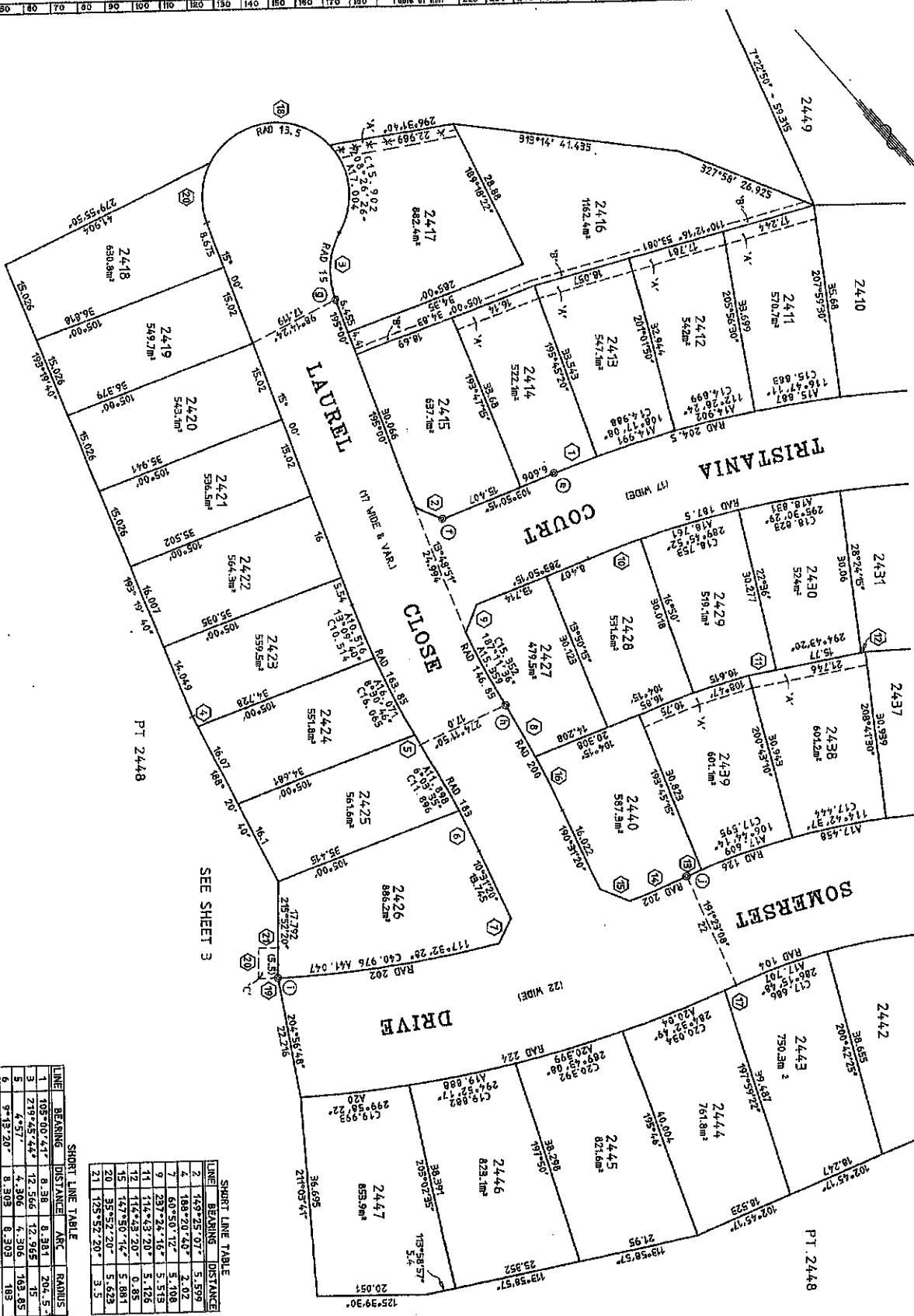
PRINTED ON 15/4/2021

* 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. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

SEE

SHEET

1



SCHEDULE OF REFERENCE MARKS

REF.	BEARING	DISTANCE	DESCRIPTION
1	192°30'45"	4.63842 57	BRODWAY'S
2	192°12'14"	4.648312 54	BRODWAY'S
3	219°14'24"	4.45817 58	BRODWAY'S
4	219°14'24"	4.45817 58	BRODWAY'S
5	204°52'28"	4.41817 735	BRODWAY'S
6	204°52'28"	4.41817 735	BRODWAY'S
7	197°25'08"	4.215817 57	BRODWAY'S

SHORT LINE TABLE

LINE	BEARING	DISTANCE	ARC	RADIUS
1	105°00'41"	8.38	8.381	204.5
2	219°45'44"	12.566	12.965	15
3	4°57'	4.306	4.306	161.85
4	9°13'20"	8.303	8.303	183
5	185°45'24"	10.886	10.887	200
6	285°22'02"	10.015	10.016	187.5
7	102°09'34"	2.964	2.964	128
8	102°09'34"	11.275	11.277	202
9	188°55'09"	11.19	11.191	200
10	281°41'05"	2.34	2.34	224
11	281°41'05"	22.017	22.744	13.5
12	281°41'05"	22.017	22.744	13.5
13	309°51'33"	3.502	3.502	202
14	39°02'55"	11.009	11.333	13.5

SHORT LINE TABLE

LINE	BEARING	DISTANCE
1	149°25'07"	5.509
2	188°20'40"	2.02
3	60°50'12"	3.408
4	297°24'16"	3.313
5	114°43'20"	5.128
6	114°43'20"	5.128
7	147°50'14"	1.881
8	35°52'20"	5.023
9	175°52'20"	3.5

DP1030218

Registered: DP 26-6-2001

24 JAN 2001

[Signature]

Surveyor registered under Surveyors Act 1988
This is a plan of my office of the above
prepared by submission of the above

2-0-2001

Administrative Panel of the Surveyors' Association
For use where there is insufficient in any part
of the plan Form 2

2. A' DELETED FROM LOT 2401
3. EASEMENT N°3 WIDTH
IN STATEMENTS PANEL
(SHEET 1)
4. DESIGNATIONS 'AA' & 'V'
DELETED.

Production Price \$ 500

OFFICE OF THE REGISTRAR GENERAL / REGISTRATION TRACK / REG11303

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE
OF LAND & POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 1 of 5 sheets)

DP1030218

Subdivision of Lot 5400 D.P. 1017526 and
Lot 2229 D.P. 1008586 covered By
Subdivision Certificate No. 95272

Full name and address
of proprietor of Land:

Somerset Estate Pty Ltd
ACN 065 621 909
36 Woodriffe Street
PENRITH NSW 2750

Full name and address
of Mortgage of the Land

Australia & New Zealand Banking Group Ltd
ACN 005 357 322

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), Road(s), bodies or Prescribed Authorities.
1	Easement for Drainage of water 2.5 wide	2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2417 2435 2436 2437 2438 2439 2441	2401 2401, 2402 2401 to 2403 inclusive 2401 to 2404 inclusive 2407 to 2415 inclusive 2408 to 2415 inclusive 2409 to 2415 inclusive 2410 to 2415 inclusive 2411 to 2415 inclusive 2412 to 2415 inclusive 2413 to 2415 inclusive 2414 and 2415 2415 2416 2436 to 2440 inclusive 2437 to 2440 inclusive 2438 to 2440 inclusive 2439 and 2440 2440 2448
2	Easement for Electricity Substation 3.5 wide	2448	Energy Australia
3	Easement for retaining wall 1 wide	2416	2411 to 2415 inclusive
4	Easement for Drainage of Water variable width	2448	Council of the City of Maitland
5	Restriction on the use of land	Each lot except 2448 and 2449	Every other lot except 2448 and 2449

OFFICE OF THE REGISTRAR GENERAL / REGISTRAR GENERAL / REGISTRAR GENERAL

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE
OF LAND & POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 2 of 5 sheets)

DP1030218

Subdivision of Lot 5400 D.P. 1017526 and
Lot 2229 D.P. 1008586 covered By
Subdivision Certificate No. 95272

Part 2 (Terms)

1. Terms of easement for electricity substation 3.5 wide Secondly referred to in the plan:

Full and free right, leave, liberty and licence for Energy Australia (hereinafter called "EA") its successors and assigns its and their officers, servants, agents, workmen and contractors and all other persons authorised by it or them to act on its or their behalf.

- a) To erect, construct, place, inspect, alter, repair, renew, maintain and use upon the lot burdened (hereinafter called "the Servient tenement") overhead and/or underground electricity transmission, conductors, mains, wires and cables and the supports therefore (including towers and poles) and other ancillary works (including substations) for the transmission of electricity (the ownership of all such works it is hereby acknowledged is vested in EA);
- b) To cause or permit electricity to flow or to be transmitted through and along the said conductors, mains, wires, cables and ancillary works;
- c) To enter with or without vehicles, plant and equipment and be in the servient tenement for the purposes of exercising any right, leave, liberty or licence granted hereunder; and
- d) To cut, trim or lop trees, branches and other growths or foliage which now or at any time hereafter may overhang, encroach or be in or on the servient tenement and which in the opinion of EA may or may be likely to interfere with any right, leave, liberty or licence granted hereunder;
- e) To enter, (for the purpose of gaining access to the servient tenement, with or without vehicles, plant and equipment) be upon, traverse and depart from land adjoining the servient tenement owned by the owner for the time being of the servient tenement;
- f) The Registered Proprietor does hereby for itself and other owners from time to time of the servient tenement covenant with EA that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said conductors, mains, wires, cables, supports and other ancillary works or interfere with the free flow of electric current within the easement AND that if any such damage of injury be done or interference be made the said Registered Proprietor will forthwith pay the costs to EA of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.



OFFICE OF THE REGISTRAR GENERAL / REGISTRATION / REGISTRATION
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE
OF LAND & POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 3 of 5 sheets)

DP1030218

Subdivision of Lot 5400 D.P. 1017526 and
Lot 2229 D.P. 1008586 covered By
Subdivision Certificate No. 95272

- g) The Registered Proprietor does hereby for itself and other owners from time to time of the servient tenement covenant with EA that it will not without the consent of EA alter or permit to be altered the existing levels of the easement nor will it without the like consent erect or permit to be erected any structure on above or below the easement.

Name of Authority empowered to release, vary or modify the Easement for Electricity Substation 3.5 wide Secondly referred to in the abovementioned Plan.

Energy Australia

2. Terms of Easement for retaining wall 1 wide Thirdly referred to in the Plan:

1. The owner of the lot benefited:
 - a) may have the use for support and enjoyment of a retaining wall within this easement
 - b) must keep the retaining wall in good repair and safe condition, and
 - c) may do anything reasonably necessary for those purposes, including:
 - entering the lot burdened, and
 - taking anything on to the lot burdened, and
 - carrying out work
2. In exercising those powers, the owner of the lot benefited must:
 - a) ensure all work is done properly, and
 - b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - c) restore the lot burdened as nearly as is practicable to its former condition, and
 - d) make good any collateral damage.
3. The owner of the lot burdened must not do or allow anything to be done to damage or interfere with the retaining wall

3. Terms of Restriction on the use of land Fifthly referred to in the Plan:

- a) No building (or buildings) is to be erected on each lot burdened other than those with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibre cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete and/or glass shall not be less than 75% of the total area of the external walls.
- b) No more than one main building shall be erected on each lot burdened and such building shall not be used or be permitted to be used other than for residential purposes.

This is Sheet 3 of a 5 Sheet Instrument – 98/25/24



INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE
OF LAND & POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

(Sheet 4 of 5 sheets)

DP1030218

Subdivision of Lot 5400 D.P. 1017526 and
Lot 2229 D.P. 1008586 covered By
Subdivision Certificate No. 95272

- c) No building shall be erected or allowed to remain on any lot burdened by these Restrictions of the Use of Land unless such building has a roof comprised of tile, slate, clay or cement products or has a roof of corrugated iron, galvanised steel sheet, aluminium sheet or other surface provided that any such iron or sheeting has a pre-finished paint surface with all trims similarly finished.
- d) No fence shall be erected or be permitted to remain erected on each lot burdened other than those constructed of new materials and of a height of not more than 1.8 metres.
- e) No fence shall be erected or be permitted to remain erected on each lot burdened between the street alignment and the building line as fixed by Maitland City Council. In the case of any burdened lot, which has more than one street frontage, the erection of a fence shall only be so restricted for the street frontage which is the main street frontage being the frontage that the entrance doors of the facade of the dwelling is contained. Such restriction shall not apply to the secondary street frontage.
- f) No fence shall be erected on each lot burdened to divide it from an adjoining land owned by Somerset Estate Pty Ltd without the consent of Somerset Estate Pty Ltd but such consent shall not be withheld if such fence is erected without expense to Somerset Estate Pty Ltd provided that this restriction shall remain in force only during such time as Somerset Estate Pty Ltd is the registered proprietor of any land in the plan or any land immediately adjoining the land in the plan whichever is the later.
- g) No dwelling house shall be erected or be permitted to remain erected on each lot burdened having an interior floor space of less than 150 square metres inclusive of any garage under the main roof of such dwelling.
- h) No lot burdened shall be the subject of any future subdivision (including any strata subdivision) nor divided into one or more further separate lots in any way whatsoever.

Name of Person empowered to release, vary or modify the restrictions Fifthly referred to in the Plan.

Somerset Estate Pty Ltd



INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF LAND & POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

(Sheet 5 of 5 sheets)

DP1030218

Subdivision of Lot 5400 D.P. 1017526 and Lot 2229 D.P. 1008586 covered By Subdivision Certificate No. 93272

THE COMMON SEAL OF SOMERSET ESTATE PTY LTD (ACN 065 621 909) WAS HERETO AFFIXED IN ACCORDANCE WITH ITS ARTICLES OF ASSOCIATION IN THE PRESENCE OF

EXECUTED BY SOMERSET ESTATE PTY LIMITED ACN 065 621 909 by being signed sealed and delivered by its Attorney CHRISTINE BARNES pursuant to Power of Attorney registered No. 600 Book 4201 in the presence of:

[Handwritten signature]

[Handwritten signature]
.....
WITNESS

.....

Dated at Sydney this 24th day of May 2001
Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 322) signed by its Attorney MELANIE ROSE WOOD who certifies that he is Manager Business Banking pursuant to Power of Attorney Registered No. 810 Book 4228
Melanie Wood
Signed in the presence of *[Signature]*
(Signature)
TYLER PEACHEY
(Print Name)
ASSISTANT MANAGER
(Title)

Dated at Sydney this day of _____ 2001.
Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 322) signed by its Attorney Wilfred Thomas Rodacks who certifies that he is State Manger Esanda Property Finance pursuant to Power of Attorney Registered No. 48 Book 4180

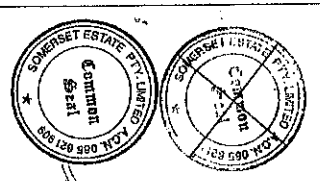
REGISTERED  28.6.2001

SWIMMING POOLS AND STATUTES of Her Majesty in relation to the construction of swimming pools and the use of land or premises for the purpose of swimming pools.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1984 AS AMENDED, IT IS INTENDED TO RELEASE:-

THE EASEMENT TO DRAIN WATER VARIABLE WIDTH 7.5 METRES TO DRAIN WATER 12 MIDE 7 MIDE 8 VARIABLE WIDE D.P. 857763

Matthew Joseph Somers
 Matthew Somers
 Registered Professional Engineer



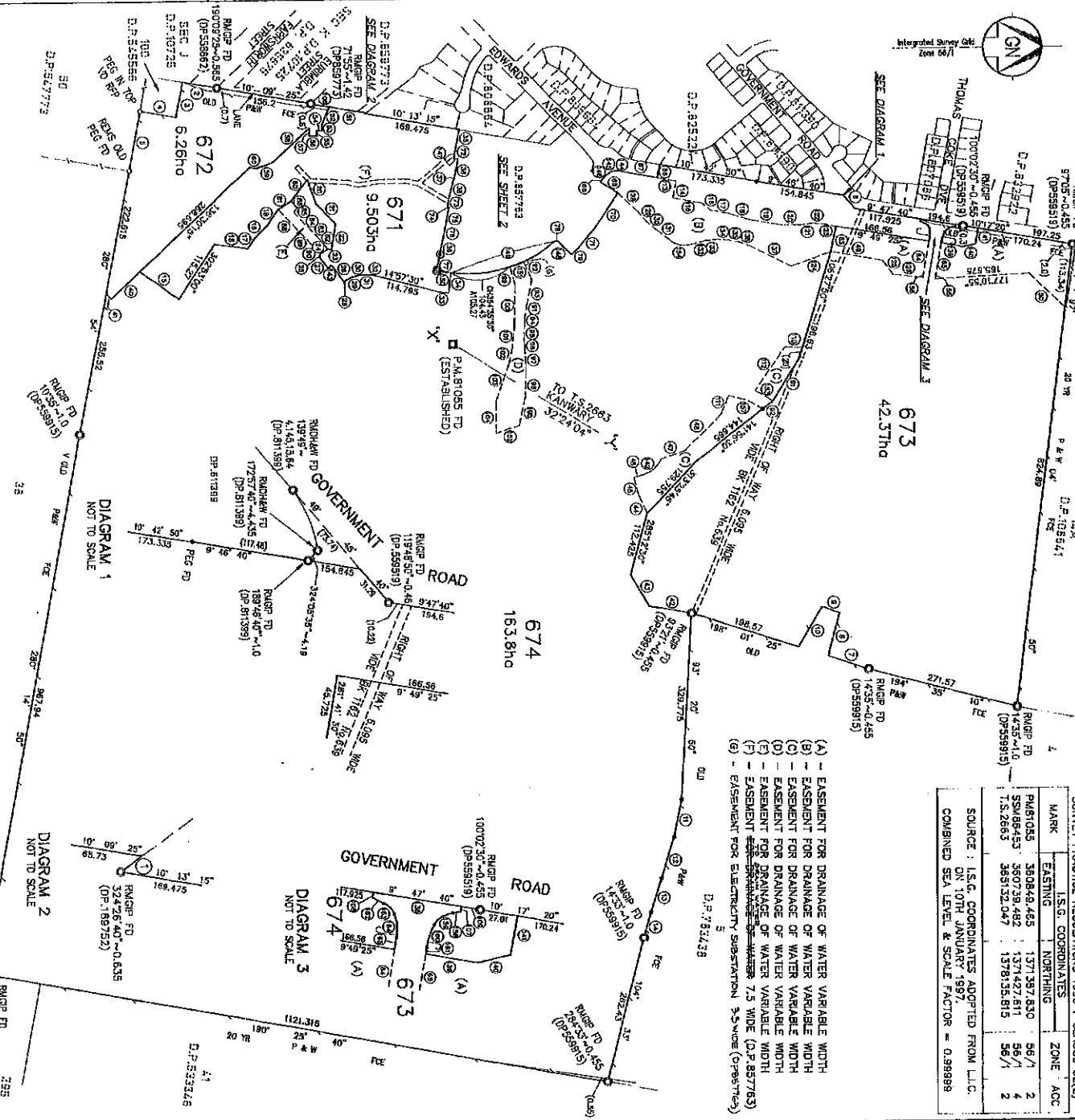
Matthew Joseph Somers
 Matthew Somers
 Registered Professional Engineer

Crown Lands Office Approval
 Plan Approved: _____
 Land District: _____
 Paper No.: _____
 File No.: _____

Consent Certificate
 I hereby certify that:-
 (a) The requirements of the Land Management Act 1919 (other than the requirements of section 10) and
 (b) The requirements of the Land Management Act 1919 (other than the requirements of section 10) and the provisions of the Land Management Act 1919, in relation to the release of the easement to drain water variable width 7.5 metres to drain water 12 mides 7 mides 8 variable wide D.P. 857763, have been complied with by the applicant in relation to the proposed easement to drain water variable width 7.5 metres to drain water 12 mides 7 mides 8 variable wide D.P. 857763, as shown on the plan attached to this consent certificate.

DATE: 12. 3. 97
 (Signature)
 (Signature)
 (Signature)

Plan Drawing only to appear in this space

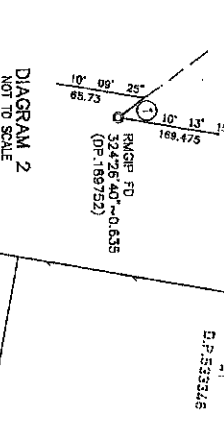


SURVEY PRACTICE REGULATIONS 1990 : CLAUSE 32(2)

MARK	EASTING	NORTHING	ZONE	AOC
PA61055	500849.445	1371387.830	56/1	2
SM48453	500739.482	1371427.611	56/1	2
T.S.2663	365132.047	1378135.815	56/1	2

SOURCE : I.S.G. COORDINATES ADOPTED FROM L.I.C. ON 10TH JANUARY 1997.
 COMBINED SEA LEVEL & SCALE FACTOR = 0.99998

- (A) - EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
- (B) - EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
- (C) - EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
- (D) - EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
- (E) - EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
- (F) - EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
- (G) - EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH



DP 866576

Registered *Matthew Joseph Somers* 27.2.1997

C.A. NO 900849 of 12.2.1997

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: US46-31,32,33,34

Last Plan: DP857763

PLAN OF SUBDIVISION OF LOT 67 D.P. 857763

Lengths are in metres. Reduction Ratio 1 : 5000

LOCALITY: MATTALAND

SHANTY/LOCALITY: THORNTON

PURCHASER: ALNWICK

COUNTY: NORTHUMBERLAND

This is sheet 1 of 2 of plan in 2 sheets (unless if inapplicable)

Survey Certificate

Matthew Joseph Somers
 Matthew Somers
 Registered Professional Engineer

1. MATTHEW JOSEPH SOMERS, CIVIL ENGINEER, 10 HUDSON STREET HAMILTON, has surveyed the land shown on this plan and has made it available to the public (printed) according to the provisions of the Survey Act 1919 and has considered the survey to be correct.

(Have you signed the land actually surveyed or a portion thereof in the plan and in the certificate of title?)

Zone: Suburban/General

Point used in preparation of survey/compassion:
 D.P. 359919 D.P. 857763 D.P. 802086
 D.P. 824326 D.P. 282424 D.P. 238915
 D.P. 805664 D.P. 109651 D.P. 107725
 D.P. 859273 D.P. 859222 D.P. 550662
 D.P. 635625

NOTE: FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1984 IT IS INTENDED TO CREATE:-

- EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (A)
- EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (B)
- EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (C)
- EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (D)
- EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (E)
- EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (F)
- EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (G)
- RESTRICTION ON USE

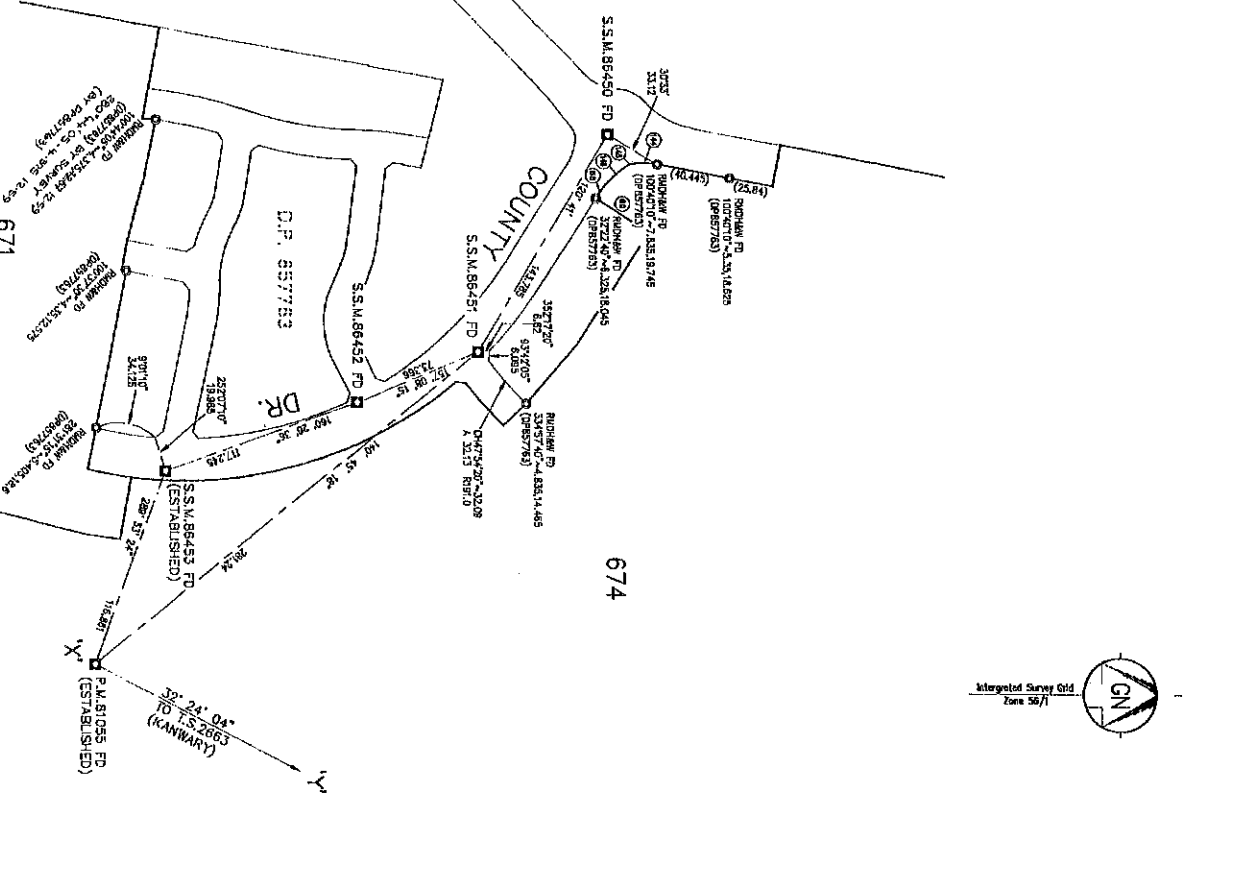
To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SHORT LINE TABLE

Line	Bearing	Distance	Line	Bearing	Distance	Chord	Bearing	Distance	Area	Radius
1	282°27'00"	6.22	76	100°41'42"	17.1	148	140°32'00"	46.11	47.67	53.50
2	190°10'15"	61.19	77	101°31'15"	24.015	143	143°22'58"	7.225	7.63	103.00
3	100°44'40"	63.63	78	6°04'00"	5.485	144	1°51'00"	13.945	13.00	42.00
4	190°10'15"	63.63	79	136°56'42"	18.035	145	160°26'45"	5.42	5.42	12.00
5	100°44'40"	31.82	80	128°34'20"	49.45	146	136°47'15"	18.625	18.72	25.00
6	49°48'40"	31.82	81	148°49'05"	26.28	147	6°13'10"	7.18	7.18	234.00
7	159°48'15"	74.3	82	234°23'45"	4.56	148	47°47'25"	32.015	32.015	205.00
8	159°48'15"	74.3	83	230°27'05"	20.64	149	165°29'25"	196.62	196.62	240.00
9	80°02'15"	92.49	84	236°30'20"	63.225	150	10°14'25"	33.91	33.92	240.00
10	120°28'20"	81.25	85	314°51'40"	9.83	151	135°20'00"	23.06	23.07	240.00
11	101°04'00"	67.99	86	236°24'00"	17.79	152	341°23'45"	41.12	41.15	279.00
12	101°04'00"	76.34	88	47°09'20"	87.92	153	31°25'15"	37.16	37.24	153.00
13	101°04'00"	62.17	89	32°27'10"	18.215	154	1°48'25"	35.875	37.21	40.00
14	101°04'00"	46.41	90	50°52'25"	4.005	155	9°02'45"	7.845	7.84	339.00
15	32°32'30"	63.07	91	99°55'25"	23.55	156	9°04'40"	9.250	9.25	341.00
16	7°22'50"	63.07	92	66°26'40"	35.97	157	26°29'45"	63.865	64.43	141.00
17	305°13'00"	22.115	93	101°20'30"	44.145	159	149°30'20"	15.209	15.44	18.25
18	304°29'00"	35.12	94	92°32'30"	5.01	160	106°39'25"	16.89	16.96	35.97
19	304°29'00"	35.12	95	90°49'25"	32.715	163	225°14'20"	11.225	11.58	14.12
20	304°29'00"	46.235	96	352°44'20"	13.34	164	225°21'00"	15.48	15.66	33.00
21	46°38'20"	48	97	87°13'25"	46.8					
22	39°28'25"	46.565	98	32°22'00"	42.425					
23	158°41'55"	51.975	99	73°24'35"	39.10					
24	146°13'15"	17.01	100	91°15'40"	71.145					
25	97°56'40"	5.795	101	36°01'40"	40.1					
26	53°16'25"	36.015	102	100°07'00"	23.01					
27	50°35'15"	23.9	103	108°49'25"	74.54					
28	338°09'30"	15.92	104	88°58'30"	35.04					
29	343°52'15"	11.43	105	102°11'30"	45.27					
30	325°09'00"	6.98	106	10°09'20"	47.53					
31	325°09'00"	11.17	107	99°49'20"	3.345					
32	7°26'25"	11.635	108	279°48'00"	3.245					
33	7°26'25"	20.91	109	91°47'40"	12.99					
34	277°09'25"	20.83	110	182°26'00"	30.885					
35	100°13'15"	35.48	111	112°55'40"	35.225					
36	100°13'15"	37.3	112	124°57'50"	94.665					
37	188°12'55"	0.535	113	103°42'50"	33.13					
38	104°29'20"	23.125	114	100°43'35"	50.49					
39	101°31'15"	27.475	115	10°43'25"	19.725					
40	126°30'10"	58.59	117	10°43'35"	13.22					
41	126°30'10"	13.22	118	18°26'10"	37.85					
42	126°30'10"	75.19	119	18°26'10"	37.85					
43	126°30'10"	65	119	91°47'25"	34.54					
44	126°30'10"	36.64	120	1°53'00"	35.345					
45	126°30'10"	33.01	121	349°47'45"	13.585					
46	346°13'05"	12.305	122	319°25'	13.585					
47	346°13'05"	43.86	123	131°12'55"	24.544					
48	315°06'45"	91.22	124	139°47'20"	27.88					
49	18°42'10"	51.85	125	32°45'25"	30.31					
50	223°45'00"	68.19	126	5°51'20"	53.744					
51	150°09'25"	65.72	127	4°00'10"	28.018					
52	113°02'10"	31.62	128	42°50'45"	47.87					
53	98°29'00"	15	129	48°22'45"	23.635					
54	158°29'00"	9.72	130	42°27'05"	51.822					
55	58°29'00"	9.72	131	38°10'20"	54.822					
56	105°30'00"	13	132	344°10'25"	28.445					
57	105°30'00"	13.263	133	325°13'45"	21					
58	137°39'00"	20.135	134	2°47'20"	19.20					
59	162°30'45"	23.26	135	131°20'20"	19.265					
60	167°00'15"	13.11	136	20°30'15"	13.74					
61	122°00'15"	99.225	137	26°59'25"	22.63					
62	142°41'30"	22.885	138	31°47'40"	63.885					
63	291°41'30"	45.725	139	10°19'05"	38.11					
64	99°48'40"	56.13	140	347°53'25"	23.8					
65	99°48'40"	56.13	141	99°49'25"	27.85					
66	100°44'30"	24	138	168°26'00"	5.675					
67	150°42'30"	66.285	161	99°48'40"	4.465					
68	123°25'25"	5.27	162	207°10'00"	8.355					
69	38°22'25"	36	163	279°48'40"	8.47					
70	122°47'15"	75.93								
71	122°47'15"	43.83								
72	100°13'10"	17.05								
73	100°13'10"	17								
74	100°13'10"	2.675								
75	100°13'10"	36.08								

CURVED LINE TABLE



10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390 400

Plan Drawing only to appear in this space

Scale: 1" = 200'

Surveyor's Name: 10775/10/10/10

OFFICE USE ONLY

DP 865575

Registered Surveyor No. 272,1997

This is a true and correct copy of the original as shown to me by the Surveyor on 12/2/97

Surveyor's Name: [Signature]

Surveyor's License No. 940544

Surveyor's Name: [Signature]

Surveyor's License No. 12,251

Surveyor's Name: [Signature]

Surveyor's License No. 12,251

Surveyor's Name: [Signature]

Surveyor's License No. 12,251

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS,
RESTRICTIONS ON THE USE OF LAND & POSITIVE COVENANTS
INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919.**

Lengths are in metres:

(Sheet 1 of 4 Sheets)

DP 866576

D.P.

**Full name and address
of proprietor of the
land:**

Somerset Estate Pty Limited
ACN 065 621 909
5/36 Woodriff Street
Penrith NSW 2750

**Full name and address
of Mortgagee of the land:**

Esanda Finance Corporation Limited
ACN 004 346 034
116 Miller Street
North Sydney NSW 2060

PART 1

**1. Identity of easement or
restriction firstly referred
to in abovementioned plan:**

Easement for Drainage of Water
Variable Width (A)

Schedule of lots affected.

Lots burdened

**Lots, Name of Road or
Authority Benefitted**

673

674 & Maitland City Council

**2. Identity of easement or
restriction secondly referred
to in abovementioned plan:**

Easement for Drainage of Water
Variable Width (B)

Schedule of lots affected.

Lots burdened

**Lots, name of Road or
Authority Benefitted**

674

Maitland City Council

This is Sheet 1 of a 4 Sheet Instrument.....

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS,
RESTRICTIONS ON THE USE OF LAND & POSITIVE COVENANTS
INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919.**

Lengths are in metres:

(Sheet 2 of 4 Sheets)

Plan: DP 866576

D.P.

PART 1 (Cont)

3. Identity of easement or restriction thirdly referred to in abovementioned plan:

Easement for Drainage of Water
Variable Width (C)

Schedule of lots affected.

Lots burdened

Lots, Name of Road or Authority Benefitted

674

673

4. Identity of easement or restriction fourthly referred to in abovementioned plan:

Easement for Drainage of Water
Variable Width (D)

Schedule of lots affected.

Lots burdened

Lots, name of Road or Authority Benefitted

674

Maitland City Council

5. Identity of easement or restriction fifthly referred to in abovementioned plan:

Easement for Drainage of Water
Variable Width (E)

Schedule of lots affected.

Lots burdened

Lots, Name of Road or Authority Benefitted

674

671 & Maitland City Council

This is Sheet 2 of a 4 Sheet Instrument.....

S. Deane *[Signature]* *[Signature]*

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS,
RESTRICTIONS ON THE USE OF LAND & POSITIVE COVENANTS
INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919.**

Lengths are in metres:

(Sheet 3 of 4 Sheets)

Plan: DP 866576

D.P.

PART 1 (Cont)

**6. Identity of easement or
restriction sixthly referred
to in abovementioned plan:**

Restriction on Use

Schedule of lots affected.

Lots burdened

**Lots, Name of Road or
Authority Benefitted**

Each Lot

Every Other Lot

PART 1A

**7. Identity of easement or
restriction seventhly referred
to in abovementioned plan:**

Easement to Drain Water
Variable Width Vide DP857763

Schedule of lots affected.

Lots burdened

**Lots, name of Road or
Authority Benefitted**

LOT 67 DP857763

Maitland City Council

**8. Identity of easement or
restriction eighthly referred
to in abovementioned plan:**

Easement to Drain Water
12 Wide, 7.5 Wide & Variable
Vide DP857763

Schedule of lots affected.

Lots burdened

**Lots, Name of Road or
Authority Benefitted**

LOT 67 DP857763

Maitland City Council

This is Sheet 3 of a 4 Sheet Instrument.....

S. Deane *[Signature]* *[Signature]*

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS,
RESTRICTIONS ON THE USE OF LAND & POSITIVE COVENANTS
INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919.**

Lengths are in metres:

(Sheet 4 of 4 Sheets)

Plan: DP 866576

D.P.

PART 2

1. Terms of Restrictions on Use sixthly referred to in the abovementioned plan.

- (a) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Somerset Estate Pty Limited without the consent of Somerset Estate Pty Limited but such consent shall not be withheld if such fence is erected without expense to Somerset Estate Pty Limited provided that this restriction shall remain in force only during such time as Somerset Estate Pty Limited is the registered proprietor of any land in the plan or any land immediately adjoining the land in the plan whichever is the later.

Name of person or authority empowered to release vary or modify the easements firstly secondly thirdly fourthly and fifthly referred to in the abovementioned plan.

Maitland City Council

Name of person or authority empowered to release vary or modify the easements sixthly referred to in the abovementioned plan.

Somerset Estate Pty Limited

The common seal of
Somerset Estate Pty Limited
(ACN 065 621 909) was hereto affixed in
accordance with its Articles of Association
in the presence of:



Signed in my presence by:

[Signature]
.....
(Signature of Witness)

[Signature]
.....
(Signature of Proprietor)
DIRECTOR

CHRISTINE BARNES
.....
(Name of Witness)

SECRETARY
.....
(Address and Occupation of Witness)

This is Sheet 4 of a 4 Sheet Instrument.....

EXECUTED BY ESANDA FINANCE CORPORATION LIMITED A.C.N. 004 346 643 by being signed, sealed and delivered by its Attorney *Ian Macleay Ellery* (who certifies that he is the Acting Manager, Securities in the New South Wales Division of Esanda Finance Corporation Limited) pursuant to Power of Attorney reg. No. 157 Book 4143, in the presence of:

[Signature]

S. Deacon
Susan Deacon
c/- 116 Miller St Nth Sydney
Finance Officer

REGISTERED 27.2.1997

14

①

no 830 Book 1158 Conveyance

Stamp Duty
£1
Stamp
1.8.19

2/13
2.A. 1919
C. J. [Signature]

This Indenture

made the eleven day of August

One thousand nine hundred and nineteen BETWEEN REGINALD CHARLES ALLEN and ARTHUR WIGRAM ALLEN both of Sydney in the State of New South Wales Solicitors (hereinafter called the Mortgagees) of the first part FREDERICK WALES of Berry Park near Morpeth in the said State Gentleman (hereinafter called the Vendor) of the second part THOMAS GALLAGHER of Miller's Forest in the said State Farmer of the third part and ALBERT HENRY AVARD of Berry Park aforesaid Farmer (hereinafter called the Purchaser) of the fourth part WHEREAS by Indenture of Mortgage bearing date the eleventh day of September One thousand nine hundred and twelve Registered Number 324 Book 989 made between the Vendor of the one part and the Mortgagees of the other part (inter alia) the lands and hereditaments intended to be hereby assured were mortgaged unto the Mortgagees to secure to them repayment of the sum of Five thousand pounds (£5000) and interest as therein mentioned AND WHEREAS by Indenture of Further Charge bearing date the eleventh day of September

[Handwritten initials and signatures]

2 part of a subdivision of original portion Forty eight containing Two thousand one hundred acres granted to John Eales situated in the Shire of Tarro Parish of Alwicks County of Northumberland State of New South Wales. Commencing at the south Westerly corner of John Eales Grant of Two thousand one hundred acres as fenced and occupied and bounded thence by part of the Easterly boundary of W. Cummings Grant of One thousand acres as fenced and occupied which is identical with part of the Westerly boundary of John Eales Grant aforesaid being lines respectively Three hundred and sixty degrees thirty two and one half minutes for Three thousand four hundred and eight tenth links and one degree nought nought minutes for Two thousand eight hundred and thirteen and five tenth links to a Government Road One hundred links wide thence by part of a South Easterly boundary of that road forty degrees nought two minutes for seventy links to the North Westerly corner of Farm Nine A thence by a south Westerly boundary and North Westerly boundaries of that farm being lines respectively One hundred and fifty eight degrees thirty eight and one half minutes for Three thousand four hundred and eighty three links One hundred and eighty three degrees forty seven and one half minutes for Two thousand two hundred and twenty one and four tenth links and One hundred and eighty eight degrees fifteen minutes for eight hundred and thirty six links to Edward Flood's Grant of Four hundred and fourteen acres and thence by part of the ^{Southerly} ~~northerly~~ boundary of that Grant and the Northerly boundary of original portion Fifty as fenced and occupied which said boundaries are identical with part of the southerly boundary of John Eales Grant afore-mentioned Two hundred and seventy one degrees nought four minutes for

3
heirs executors and administrators COVENANT with the Purchaser his heirs and assigns that they the said covenanting parties respectively have not at any time done or knowingly suffered or been party or privy to anything whereby they are prevented from granting and releasing the said premises hereinbefore expressed to be hereby granted and released or any of them or any part thereof in manner aforesaid or whereby the same or any part thereof are is can or may be impeached affected or encumbered in title estate or otherwise howsoever AND the Vendor doth hereby for himself his heirs executors and administrators covenant with the Purchaser his heirs and assigns in manner following that is to say THAT notwithstanding any act matter or thing by the Vendor or any person claiming under him (save and except the said Thomas Gallagher) made or done to the contrary he the Vendor now hath in himself good right and absolute authority by these presents to grant and release the said hereditaments and premises and every part thereof with the appurtenances unto the Purchaser and his heirs to the use and in manner aforesaid AND that it shall be lawful for the Purchaser his heirs and assigns at all times hereafter peaceably and quietly to enter upon hold and occupy possess and enjoy the said hereditaments and premises and to receive and take the rents and profits thereof for his and their own use without any eviction interruption or denial by the Vendor or any person or persons claiming or to claim from under or in trust for him (save and except as aforesaid) AND that the said hereditaments and premises are by these presents freed and discharged from all charges and encumbrances whatsoever made or occasioned by the Ven-

4
 hereunder written for the proof defence and support of the title and possession of the Purchaser his heirs or assigns or any of such other person or persons as aforesaid to the said hereditaments and premises or any part thereof and will permit the same to be examined inspected or given in evidence and will also at the like request and cost make and furnish or cause to be made and furnished to him or them such true copies attested if required or abstracts of or extracts from the same deeds and writings respectively as he or they may require and will in the meantime unless prevented as aforesaid keep the same deeds and writings safe whole uncanceled and undefaced AND the Purchaser doth hereby for himself his heirs executors administrators and assigns covenant with the Vendor his executors administrators and assigns (other than purchasers on sale) that he or they will not at any time erect any fence or any portion of a fence dividing the land hereby conveyed from any adjoining land of the Vendor without the written consent of the Vendor but such consent shall not be necessary whenever such fence is erected and maintained wholly at the expense of the Purchaser his executors administrators or assigns and without creating any liability on the part of the Vendor his executors or administrators in respect thereof.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first before written.

THE SCHEDULE HEREBINTRODUCED REFERRED TO

11th September 1912 Indenture of Partition made between Walter James Leslie Bales

RECEIVED from the within named Purchaser the sum of Five hundred and fifty three)
pounds five shillings and sixpence being the consideration money within expressed) £553-5-6
to be paid by him to me *Witness* *Edna S. Allen*

NEW SOUTH WALES

TO WIT

HENRY GRAHAM ALLARS of Sydney in the said State Clerk to Allen Allen

& Hemsley Solicitors of 19 Castlereagh Street being duly sworn makes oath and says
as follows:-

That the writing contained on this and the four preceding pages is
a true copy of the original Conveyance

SWORN at Sydney this *Second*
day of *August* A.D. 1919

H. P. Deane

Deputy Registrar
Deputy Registrar.

Befor me

RECEIVED into the Office of the Registrar General at Sydney this *Second* day of

August A.D. 1919 at *Eleven* o'clock in the *Fore* noon of and from

the said Henry Graham Allars.

Deputy Registrar
Deputy Registrar.

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insured

SFE DEPOSITED DEEDS PACKET NO 29532

250472 1500h 7778 - Cambridge 1913

Grant Deed
fully repay
23-10-19

Queen 1919

THIS INDENTURE made the eleventh day of October 1919

BETWEEN REGINALD CHARLES ALLEN and ARTHUR WIGRAM ALLEN both of Sydney in the State of New South Wales Solicitors(hereinafter called the Mortgagees) of the first part FREDERICK EALES of Berry Park near Morpeth in the said State Gentleman(hereinafter called the Vendor) of the second part and FREDERICK RANDELL of Thornton in the said State Farmer(hereinafter called the Purchaser) of the third part WHEREAS by Indenture of Mortgage bearing date the 11th day of September 1912 Registered No. 324 Book 989 made between the Vendor of the one part and the Mortgagees of the other part (inter alia) the lands and hereditaments intended to be hereby assured were mortgaged unto the Mortgagees to secure to them repayment of the sum of Five Thousand Pounds and interest as therein mentioned AND WHEREAS by Indenture of Further Charge bearing date the 11th day of September 1912 Registered No. 329 Book 989 made between the same parties as the lastly hereinbefore recited Indenture the Vendor charged (inter alia) the said lands and hereditaments with the payment to the Mortgagees of the further sum of Two Thousand Two Hundred and Fifteen Pounds Fourteen Shillings and One Penny and interest as therein mentioned AND WHEREAS the Vendor has agreed with the Purchaser for the sale to him of the lands and hereditaments hereinafter mentioned and intended to be hereby assured and the inheritance thereof in fee simple at the price of Two Thousand

9 JAN 1920

[Handwritten signature]

1000

R

Fields Estate and every part or parts thereof full and free right and liberty for him and them and his and their servants visitors workmen and licensees at all times hereafter by day and by night with or without carts cars and other conveyances of whatever description laden or unladen to go pass and re-pass and to drive horses cattle and other animals to and fro along over and upon All that piece of land being part of the said Farm 9A of the said Berry House Estate commencing at the North Westerly corner of Farm 12A thence by South Westerly boundaries of Farm 11A, being lines respectively $306^{\circ}45'$ for $244-5/10$ links $328^{\circ}46'$ for $276-4/10$ links $330^{\circ}40'$ for 219 links, $327^{\circ}58'$ for $844-1/10$ links, $323^{\circ}52'$ for 2028 links, $313^{\circ}45'$ for $832-8/10$ links and $334^{\circ}16'$ for $811-3/10$ links to a Government Road 100 links wide, thence by part of a South Easterly boundary of that road $220^{\circ}02'$ for $33-3/10$ links, thence by lines parallel to and distant 20 feet in rectangular measurement South Westerly from the afore described lines generally South Easterly to Farm 12A aforesaid and thence by part of a North Westerly boundary of that farm $30^{\circ}32'$ for $30-5/10$ links to the point of commencement SECONDLY ALL THAT piece or parcel of land containing 120 acres 2 roods 30 perches being farm 11A of Fred. Bale's Subdivision of Berry House Estate and part of an area of $1107\frac{1}{2}$ acres which is part of a Subdivision of original portion 48 containing 2100 acres granted to John Eales situated in the Shire of Tarro Parish of Alnwick County of Northumberland State of New South Wales COMMENCING at the most Northerly corner of farm 9A being an angle point in a Government road 100 links wide, bearing and distant by lines respectively $360^{\circ}32\frac{1}{2}'$ for $3400-8/10$ links, $361^{\circ}00'$ for $2813-5/10$ links, and $40^{\circ}02'$ for $159-6/10$ links from the South Westerly corner of John Eales 2100 acres Grant aforesaid as fenced

10
=

of the Mortgagees and of the Vendor in to and upon the same premises and every part thereof TO 3

HAVE AND TO HOLD all the said premises hereinbefore granted and released or expressed so to be with the appurtenances but subject and reserving as aforesaid unto and to the use of the Purchaser his heirs and assigns for ever FREED AND ABSOLUTELY DISCHARGED from the hereinbefore recited Indentures of Mortgage and Further Charge and the moneys thereby secured or intended so to be and all claims and demands in respect thereof AND each of them the Mortgagees as to his own acts and omissions only and not further or otherwise DOTH hereby for himself for himself his heirs executors and administrators COVENANT with the Purchaser his heirs and assigns that they the said covenanting parties respectively have not at any time done or knowingly suffered or been party or privy to anything whereby they are prevented from granting and releasing the said premises hereinbefore expressed to be hereby granted and released or any of them or any part thereof in manner aforesaid or whereby the same or any part thereof are is can or may be impeached affected or encumbered in title estate or otherwise howsoever AND the Vendor doth hereby for himself his heirs executors and administrators covenant with the Purchaser his heirs and assigns in manner following that is to say THAT notwithstanding any act matter or thing by the Vendor or any person claiming under him made or done to the contrary he the Vendor now hath in himself good right and absolute authority by these presents to grant and release the said hereditaments and premises and every part thereof with the appurtenances unto the Purchaser and his heirs to the use and in manner aforesaid AND that it shall be lawful for the Purchaser his heirs and assigns at all times hereafter peaceably and quietly to enter upon hold and occupy possess and enjoy the said hereditaments

title and possession of the Purchaser his heirs or assigns or any of such other person or persons as aforesaid to the said hereditaments and premises or any part thereof and will permit the same to be examined inspected or given in evidence and will also at the like request and cost make and furnish or cause to be made and furnished to him or them such true copies attested if required or abstracts of or extracts from the same deeds and writings respectively as he or they may require and will in the mean time unless prevented as aforesaid keep the same deeds and writings safe whole uncancelled and undefaced AND the Purchaser doth hereby for himself his heirs executors administrators and assigns covenant with the Vendor his executors administrators and assigns (other than Purchasers on sale) that he or they will not at any time erect any fence or any portion of a fence dividing the land hereby conveyed or any of them or any part thereof from any adjoining land of the Vendor without the written consent of the Vendor but such consent shall not be necessary whenever such fence is erected and maintained wholly at the expense of the Purchaser his executors administrators or assigns and without creating any liability on the part of the Vendor his executors or administrators in respect thereof.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first before written.

THE SCHEDULE HEREINBEFORE REFERRED TO

11th September 1912 Indenture of Partition made between Walter James Leslie Eales Alfred Ernest

Eales Frederick Eales Arthur Wellington Eales and Arthur Wigram Allen
(executors of the Will of the late John Gresley Eales) of the first part
Walter James Leslie Eales of the second part Alfred Ernest Eales of the

HENRY GRAHAM ALLARS, Clerk with Allen Allen and Hemaley of 19 Castlereagh Street Sydney in the State of New South Wales Solicitors being duly sworn makes oath and says as follows:-

That the writing contained on the four preceding pages is a true copy of the original Mortgage.

Sworn by the Deponent on the thirteen day of January one thousand nine hundred and twenty at Sydney

H. P. O'Connell

Before me/

H. P. O'Connell

Deputy Registrar

RECEIVED into the Office of the Registrar General at Sydney this thirteen day of January A.D. 1929 at two minutes past twelve O'Clock in the after noon of and from Henry Graham Allars of Sydney Law Clerk.

H. P. O'Connell

Deputy Registrar

	<p>1990</p> <p>1991</p> <p>1992</p> <p>1993</p> <p>1994</p> <p>1995</p> <p>1996</p> <p>1997</p> <p>1998</p> <p>1999</p> <p>2000</p> <p>2001</p> <p>2002</p> <p>2003</p> <p>2004</p> <p>2005</p> <p>2006</p> <p>2007</p> <p>2008</p> <p>2009</p> <p>2010</p> <p>2011</p> <p>2012</p> <p>2013</p> <p>2014</p> <p>2015</p> <p>2016</p> <p>2017</p> <p>2018</p> <p>2019</p> <p>2020</p> <p>2021</p> <p>2022</p> <p>2023</p> <p>2024</p> <p>2025</p> <p>2026</p> <p>2027</p> <p>2028</p> <p>2029</p> <p>2030</p> <p>2031</p> <p>2032</p> <p>2033</p> <p>2034</p> <p>2035</p> <p>2036</p> <p>2037</p> <p>2038</p> <p>2039</p> <p>2040</p> <p>2041</p> <p>2042</p> <p>2043</p> <p>2044</p> <p>2045</p> <p>2046</p> <p>2047</p> <p>2048</p> <p>2049</p> <p>2050</p> <p>2051</p> <p>2052</p> <p>2053</p> <p>2054</p> <p>2055</p> <p>2056</p> <p>2057</p> <p>2058</p> <p>2059</p> <p>2060</p> <p>2061</p> <p>2062</p> <p>2063</p> <p>2064</p> <p>2065</p> <p>2066</p> <p>2067</p> <p>2068</p> <p>2069</p> <p>2070</p> <p>2071</p> <p>2072</p> <p>2073</p> <p>2074</p> <p>2075</p> <p>2076</p> <p>2077</p> <p>2078</p> <p>2079</p> <p>2080</p> <p>2081</p> <p>2082</p> <p>2083</p> <p>2084</p> <p>2085</p> <p>2086</p> <p>2087</p> <p>2088</p> <p>2089</p> <p>2090</p> <p>2091</p> <p>2092</p> <p>2093</p> <p>2094</p> <p>2095</p> <p>2096</p> <p>2097</p> <p>2098</p> <p>2099</p> <p>2100</p> <p>2101</p> <p>2102</p> <p>2103</p> <p>2104</p> <p>2105</p> <p>2106</p> <p>2107</p> <p>2108</p> <p>2109</p> <p>2110</p> <p>2111</p> <p>2112</p> <p>2113</p> <p>2114</p> <p>2115</p> <p>2116</p> <p>2117</p> <p>2118</p> <p>2119</p> <p>2120</p> <p>2121</p> <p>2122</p> <p>2123</p> <p>2124</p> <p>2125</p> <p>2126</p> <p>2127</p> <p>2128</p> <p>2129</p> <p>2130</p> <p>2131</p> <p>2132</p> <p>2133</p> <p>2134</p> <p>2135</p> <p>2136</p> <p>2137</p> <p>2138</p> <p>2139</p> <p>2140</p> <p>2141</p> <p>2142</p> <p>2143</p> <p>2144</p> <p>2145</p> <p>2146</p> <p>2147</p> <p>2148</p> <p>2149</p> <p>2150</p> <p>2151</p> <p>2152</p> <p>2153</p> <p>2154</p> <p>2155</p> <p>2156</p> <p>2157</p> <p>2158</p> <p>2159</p> <p>2160</p> <p>2161</p> <p>2162</p> <p>2163</p> <p>2164</p> <p>2165</p> <p>2166</p> <p>2167</p> <p>2168</p> <p>2169</p> <p>2170</p> <p>2171</p> <p>2172</p> <p>2173</p> <p>2174</p> <p>2175</p> <p>2176</p> <p>2177</p> <p>2178</p> <p>2179</p> <p>2180</p> <p>2181</p> <p>2182</p> <p>2183</p> <p>2184</p> <p>2185</p> <p>2186</p> <p>2187</p> <p>2188</p> <p>2189</p> <p>2190</p> <p>2191</p> <p>2192</p> <p>2193</p> <p>2194</p> <p>2195</p> <p>2196</p> <p>2197</p> <p>2198</p> <p>2199</p> <p>2200</p> <p>2201</p> <p>2202</p> <p>2203</p> <p>2204</p> <p>2205</p> <p>2206</p> <p>2207</p> <p>2208</p> <p>2209</p> <p>2210</p> <p>2211</p> <p>2212</p> <p>2213</p> <p>2214</p> <p>2215</p> <p>2216</p> <p>2217</p> <p>2218</p> <p>2219</p> <p>2220</p> <p>2221</p> <p>2222</p> <p>2223</p> <p>2224</p> <p>2225</p> <p>2226</p> <p>2227</p> <p>2228</p> <p>2229</p> <p>2230</p> <p>2231</p> <p>2232</p> <p>2233</p> <p>2234</p> <p>2235</p> <p>2236</p> <p>2237</p> <p>2238</p> 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Book 1162 CONVEYANCE

No. 839

*of Bank Due
12-15-19*

THIS INDENTURE made the 15th day of September one thousand nine hundred and nineteen BETWEEN REGINALD CHARLES ALLEN and ARTHUR WIGRAM ALLEN both of Sydney in the State of New South Wales Solicitors (hereinafter called the Mortgagees) of the first part FREDERICK BALES of Berry Park near Morpeth in the said State Gentleman (hereinafter called the Vendor) of the second part and THOMAS CHRISTOPHER LAMCH of Millers Forest in the said State Farmer (hereinafter called the Purchaser) of the third part WHEREAS by Indenture of Mortgage bearing date the Eleventh day of September one thousand nine hundred and twelve Registered Number 324 Book 989 made between the Vendor of the one part and the Mortgagees of the other part (inter alia) the lands and hereditaments intended to be hereby assured were mortgaged unto the Mortgagees to secure to them repayment of the sum of Five thousand pounds and interest as therein mentioned AND WHEREAS by Indenture of Further Charge bearing date the Eleventh day of September one thousand nine hundred and twelve Registered Number 329 Book 989 made between the same parties as the lastly hereinbefore recited Indenture the Vendor charged (inter alia) the said lands and hereditaments with the payment to the Mortgagees of the further sum of Two thousand two hundred and fifteen pounds fourteen shillings and one penny and interest as therein mentioned AND WHEREAS the Vendor has agreed with the Purchaser for the sale to him of the lands and hereditaments hereinbefore mentioned and intended to be hereby assured and the inheritance thereof in fee simple at the price of TWO THOUSAND NINE HUNDRED AND TWELVE

18 SEP 1919

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for six hundred and seventy seven links three hundred and fifty degrees forty nine --- minutes for eight hundred and eighty six and nine tenth links two hundred and sixty four degrees fifty eight minutes for one thousand four hundred and forty two links one degree thirty eight minutes for two hundred and forty eight and three tenth links two hundred and seventy eight ~~xxxix~~ degrees fifty eight minutes for one thousand and twenty one links two hundred and ninety six degrees forty two minutes for one thousand six hundred and sixteen and six tenth links two hundred and ninety six degrees twenty seven minutes for one thousand two hundred and eighty five links and three hundred and five degrees fifty two minutes for two hundred and seventy five and four tenth links to a Government Road one hundred links wide thence by part of the Easterly boundary of that Road three hundred and sixty degrees forty one minutes for fifty and eight tenth links to the --- South Westerly corner of Farm 13A thence by the South Westerly boundary of that Farm one hundred and three degrees fifty three minutes for three thousand eight hundred and sixty two and eight tenth links to the South Westerly corner of Farm 7A thence by the South Easterly boundaries a Southerly boundary and South Westerly boundaries of that Farm being lines respectively eighty three degrees forty minutes for one thousand four hundred and ninety five links eighty five degrees thirty seven minutes for one hundred and fifty one and three tenth links ninety degrees one half of a minute for two hundred and thirty five and nine tenth links ninety five degrees thirty six minutes for one hundred and eighty six links ninety eight degrees forty minutes for three hundred and fifty nine - links ninety six degrees eighteen and one half minutes for four hundred and twenty and

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minutes for fifty eight and eight tenth links to the North Easterly corner of Farm 9A thence
by a South Easterly boundary and a North Easterly boundary of that Farm being lines -----
respectively two hundred and ten degrees thirty two minutes for one hundred and twenty five
and six tenth links and one hundred and seventy eight degrees thirty two minutes for one
thousand five hundred and nineteen and nine tenth links to Edward Flood's Grant of 414
acres and thence by part of the Northerly boundary of that Grant as fenced and occupied
which said boundary is identical with part of the Southerly boundary of John Eales Grant
above referred to being lines respectively ninety degrees fifty two minutes for five hundred
and ninety two and one tenth links ninety degrees forty one minutes for nine hundred and
thirty nine and seven tenth links and ninety degrees thirty four and one half minutes for
three thousand two hundred and seventy seven and nine tenth links to the point of commence-
ment be the said several dimensions a little more or less THIRDIY ALL THAT piece or
parcel of land containing Ninety four acres two roods eighteen perches being Farm 13A of
Fred. Eales' Subdivision of Berry House Estate and part of an area of 1107 1/2 acres which
is part of a Subdivision of original portion 48 containing 2100 acres granted to John Eales
situated in the Shire of Tarro Parish of Anwick County of Northumberland State of New South
Wales COMMENCING at the North Westerly corner of Farm 8A being a point on the Easterly
boundary of a Government Road One hundred links wide bearing and distant by lines respect-
ively three hundred and sixty degrees thirty two and one half minutes for three thousand four
hundred and eight tenth links one degree nought minutes for two thousand eight hundred and

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drive horses cattle and other animals to and fro along over and upon All that piece of --- land being part of the said Farm 13A of the said Berry House Subdivision Commencing at the South Westerly corner of Farm 7A thence by a North Easterly boundary of Farm 8A being a line two hundred and eighty three degrees fifty three minutes for three thousand eight hundred and sixty two and eight tenth links to a Government Road one hundred links wide thence by part of the Easterly boundary of that Road nought degrees five minutes for thirty one -- and three tenth links thence by a line one hundred and three degrees fifty three minutes

for three thousand eight hundred and sixty eight links to Farm 7A and thence by part of a North Westerly boundary of the Farm one hundred and eighty eight degrees thirty minutes

for thirty and five tenth links to the point of commencement SUBJECT nevertheless to and with the benefit of all other ways and rights of way (if any) and all drains and rights of drainage as may exist and be maintainable by right of user grant or otherwise through from or to the land hereby conveyed or any part thereof AND ALSO reserving to the Vendor his

heirs and assigns all coal and other minerals and all metals lying and being in and under the said lands and hereditaments hereinbefore described with liberty for the Vendor his heirs executors administrators and assigns from the adjoining lands and hereditaments or otherwise to work for mine and carry away all such coal and other minerals and all metals

AND RESERVING ALSO to the Vendor his heirs executors administrators and assigns the right to work any other lands through the lands hereby conveyed and to convey all other minerals and metals gotten from such other lands through the land hereby conveyed but not with the right to enter upon or injure any portion of the surface of the said land hereby conveyed or



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hereditaments hereinbefore expressed to be hereby taxily assured and every of them and ---
every part thereof AND ALL the estate right title interest benefit claim and demand
whatsoever both at law and in equity of the Mortgagees and of the Vendor in to and upon
the same premises and every part thereof TO HAVE AND TO HOLD all the said premises
hereinbefore granted and released or expressed so to be with the appurtenances but subject
and reserving as aforesaid unto and to the use of the Purchaser his heirs and assigns
for ever FREED AND ABSOLUTELY DISCHARGED from the hereinbefore recited Indentures of
Mortgage and Further Charge and the moneys thereby secured or intended so to be and all
claims and demands in respect thereof AND EACH of them the Mortgagees as to his own
acts and omissions only and not further or otherwise DOTH hereby for himself his heirs
executors and administrators COVENANT with the Purchaser his heirs and assigns that the
the said covenanting parties respectively have not at any time done or knowingly suffered
or been part or privy to anything whereby they are prevented from granting and releasing
the said premises hereinbefore expressed to be hereby granted and released or any of them
or any part thereof in manner aforesaid or whereby the same or any part thereof are is
can or may be impeached affected or encumbered in title estate or otherwise howsoever AND
the Vendor doth hereby for himself his heirs executors and administrators covenant with
the Purchaser his heirs and assigns in manner following that is to say THAT notwithstanding
ing any act matter or thing by the Vendor or any person claiming under him made or done to
the contrary he the Vendor now hath in himself good right and absolute authority by these

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writing and at the cost of the Purchaser his heirs or assigns or any of them or any person or persons having or claiming through him any estate or interest in the said lands and hereditaments hereinbefore expressed to be hereby granted and released or any of them or any part thereof produce or cause to be produced in the State of New South Wales (but not elsewhere) to him or them or his or their Agent or Solicitor or such other person or persons as he or they shall direct or otherwise as occasion shall require all or any of the deeds and writings mentioned in the Schedule herunder written for the proof defence and support of the title and possession of the Purchaser his heirs or assigns or any of such other person or persons as aforesaid to the said hereditaments and premises or any part thereof and will permit the same to be examined inspected or given in evidence and will also at the like request and cost make and furnish or cause to be made and furnished to him or them such true copies attested if required or abstracts of or extracts from the same deeds and writings respectively as he or they may require and will in the meantime unless prevented as aforesaid keep the same deeds and writings safe whole uncancelled and undefaced. AND THE Purchaser doth hereby for himself his heirs executors administrators and assigns covenant with the Vendor his executors administrators and assigns (other than the Purchasers on sale) that he or they will not at any time erect any fence or any portion of a fence dividing the lands hereby conveyed or any of them or any part thereof from any adjoining land of the Vendor without the written consent of the Vendor but such consent shall not be necessary whenever such fence is erected and maintained wholly at the expense of the Purchaser his executors administrators or assigns and without creating any liability on the

KAD



AND BY the said FREDERICK BALES in

the presence of - - -

L. S. P. Bauman

the said

(old)

AND by the said THOMAS CHRISTOPHER

LYNCH in the presence of - - -

*Oliver R. Hopkins,
Clerk to Baker & Mackenzie,
Solicitors,
RAYMOND TERRACE*

T. C. Lynch.

(L.S.)

RECEIVED of and from the within named THOMAS CHRISTOPHER LYNCH - -

the sum of TWO THOUSAND NINE HUNDRED AND TWELVE POUNDS THIRTEEN

SHILLINGS AND THREE PENCE being the consideration money within

expressed to be paid by him to us. - - -

WITNESS.

L. S. P. Bauman

New South Wales,

Sydney to Wit.

the said

£2912-13-3

On this eleventh day of September in the year one thousand nine hundred and nineteen Henry Graham Acland of Sydney Clerk to the said and Henry of the said the said being duly sworn makes oath and says as

