


Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	First National Engage Eastlakes 603 Pacific Highway, Belmont, NSW 2280	Phone: 02 4947 7877 Fax: 4947 7888 Ref: David Bone - 0410 709 611
co-agent		
vendor		
vendor's solicitor	 Evans & Wislang SOLICITORS & CONVEYANCERS OTP House Level 2, Suite 6, 10 Bradford Close, Kotara NSW 2289 PO Box 93, Kotara NSW 2289	Phone: 02 4952 5344 Email: dylan@evansandwislang.com.au Ref: DM:48626
date for completion land (address, plan details and title reference)	15 February 2025 37 Parklea Avenue, Croudace Bay, 2280 Registered Plan: Lot 17 Plan DP 719632 Folio Identifier 17/719632	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" 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 type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: whiz bins, shed door remote control
exclusions	TV wall brackets, Foxtel dish
purchaser	
purchaser's solicitor	
price	
deposit	_____ (10% of the price, unless otherwise stated)
balance	
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

- Vendor agrees to accept a **deposit-bond** NO yes
- Nominated *Electronic Lodgment Network (ELN)*** (clause 4) PEXA
-
- Manual transaction** (clause 30) NO yes
(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

- Land tax** is adjustable NO yes
- GST:** Taxable supply NO yes in full yes to an extent
- Margin scheme will be used in making the taxable supply NO yes

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

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

- Purchaser must make an **GSTRW payment** (GST residential withholding payment) NO yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract Other <input type="checkbox"/> 60
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

<p>APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services</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>
---	--

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

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

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

1.1	In this contract, these terms (in any form) mean –
	<i>adjustment date</i> the earlier of the giving of possession to the purchaser or completion;
	<i>adjustment figures</i> details of the adjustments to be made to the price under clause 14;
	<i>authorised Subscriber</i> a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
	<i>bank</i> the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
	<i>business day</i> any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
	<i>cheque</i> a cheque that is not postdated or stale;
	<i>clearance certificate</i> a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
	<i>completion time</i> the time of day at which completion is to occur;
	<i>conveyancing rules</i> the rules made under s12E of the Real Property Act 1900;
	<i>deposit-bond</i> a deposit bond or guarantee with each of the following approved by the vendor –
	<ul style="list-style-type: none"> ● the issuer; ● the expiry date (if any); and ● the amount;
	<i>depositholder</i> vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
	<i>discharging mortgagee</i> any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
	<i>document of title</i> document relevant to the title or the passing of title;
	<i>ECNL</i> the Electronic Conveyancing National Law (NSW);
	<i>electronic document</i> a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
	<i>electronic transaction</i> a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
	<i>electronic transfer</i> a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
	<i>FRCGW percentage</i> the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
	<i>FRCGW remittance</i> a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
	<i>GST Act</i> A New Tax System (Goods and Services Tax) Act 1999;
	<i>GST rate</i> the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
	<i>GSTRW payment</i> a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
	<i>GSTRW rate</i> the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
	<i>incoming mortgagee</i> any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
	<i>legislation</i> an Act or a by-law, ordinance, regulation or rule made under an Act;
	<i>manual transaction</i> a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
	<i>normally</i> subject to any other provision of this contract;
	<i>participation rules</i> the participation rules as determined by the <i>ECNL</i> ;
	<i>party</i> each of the vendor and the purchaser;
	<i>property</i> the land, the improvements, all fixtures and the inclusions, but not the exclusions;
	<i>planning agreement</i> a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
	<i>populate</i> to complete data fields in the <i>Electronic Workspace</i> ;

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

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* 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 vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's* *solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's* *solicitor* (apart from a direction under clause 4.8 or clause 30.4);
- 20.6.2 *served* if it is *served* by the *party* or the *party's* *solicitor*;
- 20.6.3 *served* if it is *served* on the *party's* *solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's* *solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
- 20.6.8 *served* if it is provided to or by the *party's* *solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *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 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

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

37 PARKLEA AVE CROUDACE BAY NSW 2280

1. Real Estate Agents

- 1.1 The Purchaser was not introduced to the property or the Vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the Vendors agent, if any, specified in this Contract). The Purchaser will indemnify the Vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the Purchaser and against all claims and expenses for the defence and determination of such a claim made against the Vendor. This condition does not merge on completion and continues after completion.

2. Notice to complete

- 2.1 Despite any rule of law or equity to the contrary, the Vendor and the Purchaser agree that any notice to complete under this Contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.
- 2.2 In the event that the Vendor issues a notice to complete pursuant to 2.1 then the Purchaser agrees to pay the sum of \$400.00 plus GST to the Vendor's solicitor on completion to reimburse the Vendor for the cost of issuing the notice to recover any other damages. Such payment is an essential term of the Contract.
- 2.3 In the event that the Vendor issues a notice to complete and such notice to complete requires settlement after 31 December, regardless of whether the Contract provides for land tax adjustment, the Purchaser will pay on settlement in addition to the purchase price Land Tax adjusted on a daily basis for the year in which the matter settles.

3. Condition of property

- 3.1 The Purchaser accepts the property in its present condition and state of repair subject to fair wear and tear as provided in clause 10.1.4.
- 3.2 The Purchaser accepts the entirety of the land and any improvements on the land together with any inclusions in their location and condition, including but not limited to any of the following:
- (a) the condition, state of repair, dilapidation or infestation (if any) of the property;
 - (b) any latent or patent defects and/or faults in the property;
 - (c) any environmental hazard or contamination;
 - (d) the nature, location, availability or non-availability of the services or defects in the services;
 - (e) any encroachment by the improvements on adjoining land;
 - (f) whether or not the property is subject to or has the benefit of any rights or easements in respect of the services;
 - (g) the nature of the property and the purposes for which the property may be lawfully used;
 - (h) evidence of any approvals or warranties in relation to any inclusions or improvements.
- 3.3 For the purposes of this special condition the term "improvements" includes but is not limited to any dwellings, outbuildings, sheds, garages, swimming pools, decking, verandah, fences, walls and retaining walls, or any other structures.
- 3.4 The Vendor shall not be required to provide to the Purchaser any information or documentation referred to in any form of notice, including but not limited to verbal, written or by demand from any person or authority, that is issued after the date of the Contract either received by the Vendor or by any person in relation to the property.
- 3.5 The Purchaser acknowledges that none of the inclusions and improvements are new and that the Vendor does not make any representation or warranty as to the state of repair or condition of the inclusions or improvements irrespective of anything to the contrary that is not expressly referred to in this Contract. The Purchaser acknowledges that the Vendor shall not be responsible for any breakdown in respect of any of the inclusions or improvements. The Purchaser shall not call upon the Vendor to carry out any repairs to the property, including any furnishings and chattels.
- 3.6 The Purchaser shall not be entitled to make any objection, requisition, claim for compensation nor have a right to delay completion in respect of any matter disclosed in, in connection with and/or arising from this Special Condition 3.

4 Capacity

- 4.1 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, if either party (and if more than one person comprises that first party then any one of them) prior to completion:
- (a) dies or becomes mentally ill, then either party may rescind this Contract by written notice to the other party's representative and thereupon this Contract will be at an end and the provisions of clause 19 apply; or
 - (b) Being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this Contract.

5 Late completion

- 5.1 Provided that the Vendor is ready, willing and able to give Title to the Purchaser, if this Contract is not completed for any reason (other than the Vendor's default) on or before the completion date then in addition to any other right which the Vendor may have under this Contract or otherwise the Purchaser will on completion of this Contract pay to the Vendor interest on the balance of the purchase price at the rate of 10% per annum calculated on daily balances, commencing on the completion date and continuing until completion of this Contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion.

6 GST

- 6.1 The Purchaser warrants that the property will be used predominately for residential accommodation. The Purchaser will indemnify the Vendor against any liability to pay GST arising from breach of this warranty. This right continues after completion.

7 Claims by the Purchaser

- 7.1 Notwithstanding the provisions of clauses 6 and 7 hereof, the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purpose of clauses 7 and 8 hereto entitling the Vendor to rescind this Contract.

8 Deposit Bond

- 8.1 In the event of the Vendor accepting the payment of the deposit by way of a bond, the following shall apply;
- (a) The expression "Bond" in this Contract means a Deposit Guarantee Bond issued to the Vendor at the request of the Purchaser by a Guarantor (either named in this Contract or otherwise agreed between the Vendor and the Purchaser).
 - (b) The delivery to the Vendor's Solicitor of a Bond which binds the Guarantor to the Vendor shall, subject to (a) and (b) of this sub-clause be deemed for the purposes of this Contract to be payment of the guaranteed amount at the time of such delivery on account of the deposit to the person or persons nominated in the Contract to receive the deposit, and the following provisions shall apply:
 - (i) On completion of this Contract or at such other time as may be provided for the deposit to be accounted for to the Vendor, the Purchaser shall pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed bank cheque; or
 - (ii) If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit, then such service shall operate as a demand upon the Purchaser for payment forthwith of the deposit (or so much thereof as has not been paid) and upon failure of the Purchaser to pay the same within two (2) clear business days of service of such notice the Vendor shall be entitled to demand payment from the Guarantor in accordance with the provisions of the Bond, and the provisions of this Contract in relation to the deposit shall then apply as though this Contract had just been made and required payment of the deposit within two (2) clear business days of demand on the Guarantor.

9 Requisitions on Title

- 9.1 The Purchaser agrees that the only form of general Requisitions on the Title the Purchaser may make pursuant to Clause 5 of the Contract shall be in the form annexed hereto.
- 9.2 The parties agree that these Requisitions on Title are deemed to be served on the Vendor in accordance with Clause 5 of the Contract.

10 Contract Alterations

- 10.1 The parties authorise their respective legal representatives to make alterations to this Contract (including any attachments hereto) after execution by a party. Such alterations will be binding on the party as if the alterations were made prior to execution by that party.

11 Limited and/or Qualified Title

- 11.1 Notwithstanding any other provision in this Contract for Sale, in the event that the Title is Limited Title, Qualified Title, or both Limited Title and Qualified Title, the Vendor shall be under no obligation to provide to the Purchaser any Abstract of Title or Old System Documents in relation to the subject property.

12 Deposit

- 12.1 If the deposit is to be paid by instalments then the following applies:

Notwithstanding what might be stated to be the deposit on the front page of the Contract, the deposit is 10% of the price and it is to be paid as follows:

- (a) \$_____ to be paid on exchange;
- (b) \$_____ is to be paid on or before _____;
- (c) The remaining balance of the ten percent (10%) on the first to occur of:
- (i) Completion of this Contract; and
 - (ii) The date upon which the Vendor terminates this Contract due to default by the Purchaser.

- 12.2 The Purchaser acknowledges that notwithstanding any correspondence issued from any person (including the agent or a representative of the agent) the deposit payable pursuant to this Contract is equivalent to 10% of the purchase price.

13 General Warranties

- 13.1 The parties agree that:

- (a) the provisions set out in this Contract contain the entire agreement between the parties as at the date of this Contract and continuing until completion, notwithstanding any negotiations or discussions held, or any documents signed, or brochures produced prior to or after the date of this Contract.
- (b) upon entering the Contract, the Purchaser is relying upon their own enquiries relating to and inspection of the property and is satisfied in respect of same.
- (c) the Purchaser has not relied upon any conduct, warranty or representation made by or on behalf of the Vendor except those that are expressly provided in this Contract.
- (d) that neither the Vendor nor any person on behalf of the Vendor, has made any representation or warranty upon which the Purchaser relies.
- (e) where there is any inconsistency or conflict between any clause, condition or document contained in this Contract, the Vendor shall elect which clause, condition or document shall prevail.

- 13.2 The Purchaser shall not be entitled to make any objection, requisition, claim for compensation nor have a right to delay completion in respect of this Special Condition 13.

14 Swimming Pool

- 14.1 The Vendor does not warrant that any swimming pool (including any swimming pool fencing) on the property complies with the requirements imposed by the Swimming Pools Act 1992 and the Regulations prescribed under that Act or any other Act or Regulations relating to swimming pools all of which are referred to as the "Swimming Pool Legislation".

14.2 The Purchaser shall not be entitled to make any objection, requisition or claim for compensation in respect of this Special Condition or anything in relation to or connection with same, including but not limited to if it be established that the swimming pool and/or swimming pool fencing does not comply with the provision of any Swimming Pool Legislation.

14.3 Clause 11.1 of the Contract is amended to the extent that it is the Purchaser who shall comply with any Notice or Order made by the Local Council or other Statutory Authority relating the swimming pool and swimming pool fencing whether or not such Notice was given or Order was made prior to or after the date hereof.

15. Alterations to printed form

15.1 The Vendor and the Purchaser agree that the clauses of the printed form of Contract are amended as follows:

- (a) Clause 7.1.1 – delete “5%” and insert “1%”.
- (b) Clause 18 is amended by adding the following clause 18.8: “The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property.”
- (c) Clause 14.4.2 shall be deleted.
- (d) Clause 23.9.1 shall be deleted.
- (e) Clause 23.13 – delete “7” and replace with “3”.

16. Electronic Exchange

16.1 This Contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument.

16.2 Execution by the parties of the Contract by email or electronically via DocuSign (or equivalent encryption software) and transmission of the executed Contract by either of those means shall constitute a valid and binding execution of this Contract by such part or parties. For the purposes of the *Electronic Transaction Act 1999* (CTH) and *Electronic Transactions Act 2000* (NSW) each party consents to receiving and sending the Contract electronically.

16.3 The Purchaser acknowledges and agrees that an original 'ink' signed copy of the Vendor's signed Contract will not be provided.

16.4 The Purchaser agrees that they shall not make any requisition, objection or claim (whether for compensation or not), nor claim any right to terminate or rescind this Contract, or delay the completion of this Contract due to any matter disclosed in this Special Condition 16.

17. Service Location Plan

17.1 The parties acknowledge and agree that where the property is within the area serviced by Hunter Water Corporation (HWC), HWC does not make Sewer Lines Location Diagram available in the ordinary course of administration. The Purchaser agrees that they shall not make any requisition, objection or claim (whether for compensation or not), nor claim any right to terminate or rescind this Contract, or delay the completion of this Contract due to the matter disclosed in this Special Condition.

18. Directors Guarantees

18.1 If the Purchaser is a Company, the officers or persons who sign this Contract on behalf of the company or who attests the Seal of the company on this Contract;

- (a) Jointly and separately guarantees all obligations of the Purchaser under this Agreement including the payment of the purchase price; and
- (b) Jointly and separately indemnifies the Vendor's in respect of any default of the Purchaser under this Agreement; and

18.2 This guarantee and indemnity is given by each guarantor as principal and is not discharged or released by any release or variation of this Agreement between the Vendors and the Purchaser.

19. Tenancy

19.1 The Purchaser acknowledges that if there is currently a tenant in the property and this Contract requires vacant possession, in order for vacant possession of the property to be delivered to the Purchaser, the Vendor is required to give the tenant, in writing, 30 days' notice that the tenant is required to vacate the property ("the Notice"). The Vendor agrees to cause the real estate agent to serve the Notice on the tenant. In the event the tenant does not vacate the property within the 30 day period specified in the Notice, the Completion date is extended by a reasonable period of time to allow the Vendor to deliver vacant possession of the property.

19.2 The Purchaser acknowledges that if there is currently a tenant in the property and the tenant:

- (a) give notice to vacate the property before or after exchange of Contracts; and/or
- (b) vacates the property prior to completion; then

19.3 The Purchaser shall not be entitled make any objection, requisition or claim for compensation nor require the Vendor to re-let the property and shall accept the property with vacant possession.

20. Unfair Contract Terms

20.1 The Purchaser acknowledges that:

- (a) the terms of this Contract were negotiated with the Vendor prior to the date hereof; and
- (b) any issues of concern to the Purchaser were raised with the Vendor prior to the date hereof.

20.2 The parties acknowledge that the terms in this Contract are reasonably necessary to protect the legitimate interests of the parties.

20.3 If any part of this Contract is deemed to be an unfair term and/or void for the purpose of the Australian Consumer Law, then that part will be severed from this Contract and all parts which are not deemed.

21. Severance

21.1 Special Conditions which are invalid, void or voidable may be severed from this contract but do not affect the validity or enforceability of the remaining Special Conditions of this Contract.

22. Christmas Closure

22.1 For the purpose of this Contract, the parties agree that should the settlement date fall within the period between 21 December 2024 and 12 January 2025 of the next year, the parties will postpone the settlement date as stipulated under this Contract until after 12 January 2025. The parties agree that any interest and/or Notice to Complete the counting of time for same shall be suspended for the period 21 December and 12 January (inclusive).



Sale subject to Finance

THIS CLAUSE FORMS PART OF THE CONTRACT FOR SALE OF LAND

Finance

- (a) It is a condition of this agreement that the Purchaser shall obtain approval of finance from a bank or financial institution for the purchase of the property in accordance with this clause and the Finance Schedule.
- (b) The Purchaser shall promptly, at the Purchaser's expense:
 - (i) apply for finance in accordance with the Finance Schedule within 24 hours of the date of this Contract;
 - (ii) make and pursue the finance application, pay all fees, supply all particulars, certificates and valuations and do all other things as may be reasonably required for the purpose of the application; and
 - (iii) inform the Vendors regarding the progress of the finance application whenever reasonably requested to do so by or on behalf of the Vendor and provide such evidence in support as requested by the Vendor.
- (c) This clause is for the benefit of the Purchaser who may, prior to rescission of this Contract, waive the benefit thereof.
- (d) Should the Purchaser fail to exercise their right of rescission by 5pm on the last day of the time limited in the Finance Schedule then this Contract will be deemed to be unconditional.
- (e) If without default on the part of the Purchaser the finance approval in writing has not been obtained in accordance with this clause within the time limited in the Schedule either party shall be entitled by notice served upon the other to rescind this Contract provided that if the Purchaser has obtained the finance approval in writing prior to service of such notice of rescission by either party, neither party shall thereafter be entitled to rescind this Contract for want of such approval.
- (f) Upon rescission pursuant to this clause the provisions of clause 19 shall apply except that the Vendor shall be entitled to an amount of 0.25% of the purchase price (which may at the option of the Vendor, be paid from the deposit) towards the Vendor's legal costs and disbursements.
- (g) Should the schedule below not be completed this clause does not apply.

FINANCE SCHEDULE

Lender:

Amount of Loan: \$

Security: Registered first mortgage over the land described as "land" in this Contract.

Time Limits: Number of days after the making of this Contract for obtaining written approval of finance is seven (7) days.

TORRENS TITLE REQUISITIONS

RE:



PROPERTY: 37 Parklea Avenue, Croudace Bay

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. When the transaction between our clients is a mortgage, these requisitions should apply by substituting "mortgagor" for "Vendor", and "mortgagee" for "Purchaser".
3. The replies provided will be regarded as remaining correct and applicable up to the date of the completion of the transaction between our respective clients. If you become aware before completion that any of these replies are inaccurate, you will undertake to inform us of that fact before completion and we will accept same.
4. At the time of completion, the Vendor is to be seized or registered as proprietor in fee simple free from all covenants, encumbrances and caveats, except that all mortgages and charges (if any) to be discharged at or prior to completion.
5. Rates, taxes and similar periodical payments are to be paid prior to or at the time of completion and apportionment made.
6. If the Contract so provides vacant possession is to be given on completion, otherwise notices to Tenants under the Tenant and Landlord Act are to be handed over on completion if held by the Vendor.
7. Searches, survey and inspections must result satisfactorily.
8. Has any relevant Plan of Subdivision been approved and registered?
9. Has the Vendor a survey certificate that may be hand to the Purchaser pending completion.
10. Has the Vendor a Building Certificate that may be hand to the Purchaser pending completion.
11. When and where may the Title deeds be inspected?
12. Is the Vendor liable for payment of Land Tax to Revenue NSW?
13. Does the property lie within a Mine Subsidence District under the provisions of the Mines Subsidence Compensation Act, 1961?
14. If the property lies within a Mines Subsidence District have any improvements (whether or not requiring the consent of the Local Council) been erected by the Vendor, since 1 July 1961?
15. During the Vendor's ownership, has any claim in respect of the subject property having been made under the Mine Subsidence Compensation Act, 1961 during their ownership?
16. Is the Vendor aware of any any goods, fittings or fixtures which are attached to the subject land sold which are subject to any hire purchase agreement, or not owned by the Vendor for any other reason?
17. Has the Vendor attended to any structural additions or alterations to the property within the last seven (7) years?

18. Does the Vendor consider himself entitled to remove any of the fittings and fixtures in and about the property including stoves, copper, light fittings, shades, globes, fly-proof doors or windows, clothes lines and TV antenna?
19. Has any order or any application for an order been made under the Trees (Disputes Between Neighbours) Act 2006 which requires work to be carried out in relation to any tree on the property?
20. If the subject property includes a swimming pool:
 - 20.1 Was its construction commenced before or after 1 August 1992?
 - 20.2 Has the construction of the swimming pool been approved under the Local Government Act 1919? If so, please supply details of such approval.
 - 20.3 Are the access requirements specified in the Swimming Pools Act, 1992 and the Regulations under such Act complied with in respect of the swimming pool?
 - 20.4 Is any safety fence of the swimming pool (under the Swimming Pools Act, 1992 and Regulations) also (in whole or in part) a dividing fence of the property under the Dividing Fences Act 1991?
 - 20.5 Has the Vendor a certificate under Section 30 of the Swimming Pools Act, 1992 in respect of the swimming pool that he will and over on loan pending completion?
21. If the Contract is an off the plan Contract:
 - 21.1 Is the Vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - 21.2 The Vendor should before completion serve on the Purchaser a copy of the registered plan and any document that was registered with the plan.
 - 21.3 Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.
 - 21.4 Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020 (NSW) in relation to the Property? If so, when was it made?
 - 21.5 The Vendor should provide an occupation certificate as referred to in Section 6.4 of the Environmental Planning and Assessment Act 1979 (NSW) for all buildings or structures on the Property.



FOLIO: 17/719632

SEARCH DATE	TIME	EDITION NO	DATE
30/9/2024	12:45 PM	7	4/7/2018

LAND

LOT 17 IN DEPOSITED PLAN 719632
AT CROUDACE BAY
LOCAL GOVERNMENT AREA LAKE MACQUARIE
PARISH OF KAHIBAH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP719632

FIRST SCHEDULE

[REDACTED]

AS JOINT TENANTS

(T AM32105)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS (S.141 PUBLIC WORKS ACT, 1912)
- 2 DP719632 RESTRICTION(S) ON THE USE OF LAND
- 3 AN475759 MORTGAGE TO NEWCASTLE PERMANENT BUILDING SOCIETY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PLAN FORM 2
Signature and seals only.

THE COMMON SEAL OF THE COUNCIL OF THE CITY OF LAKE MACQUARIE WAS HERETO AFFIXED IN PURSUANCE OF A RESOLUTION OF COUNCIL PASSED ON THE SIXTEENTH DAY OF SEPTEMBER, 1985.

(SIGNATURE) *J. R. Macquarie* MAYOR.
Sitting Council Clerk *W. J. Munnings*
(SIGNATURE) COUNCIL CLERK.

Council Clerk's Certificate

I hereby certify that:

(a) the requirements of the Local Government Act, 1978 in relation to the preparation and filing of the instrument of consent have been complied with by the applicant in addition to the proposed "SUBDIVISION" contemplated in the instrument of consent, and

(b) the requirements of the Local Government Act, 1978 in relation to the requirements of section 219 of that Act have been complied with by the applicant.

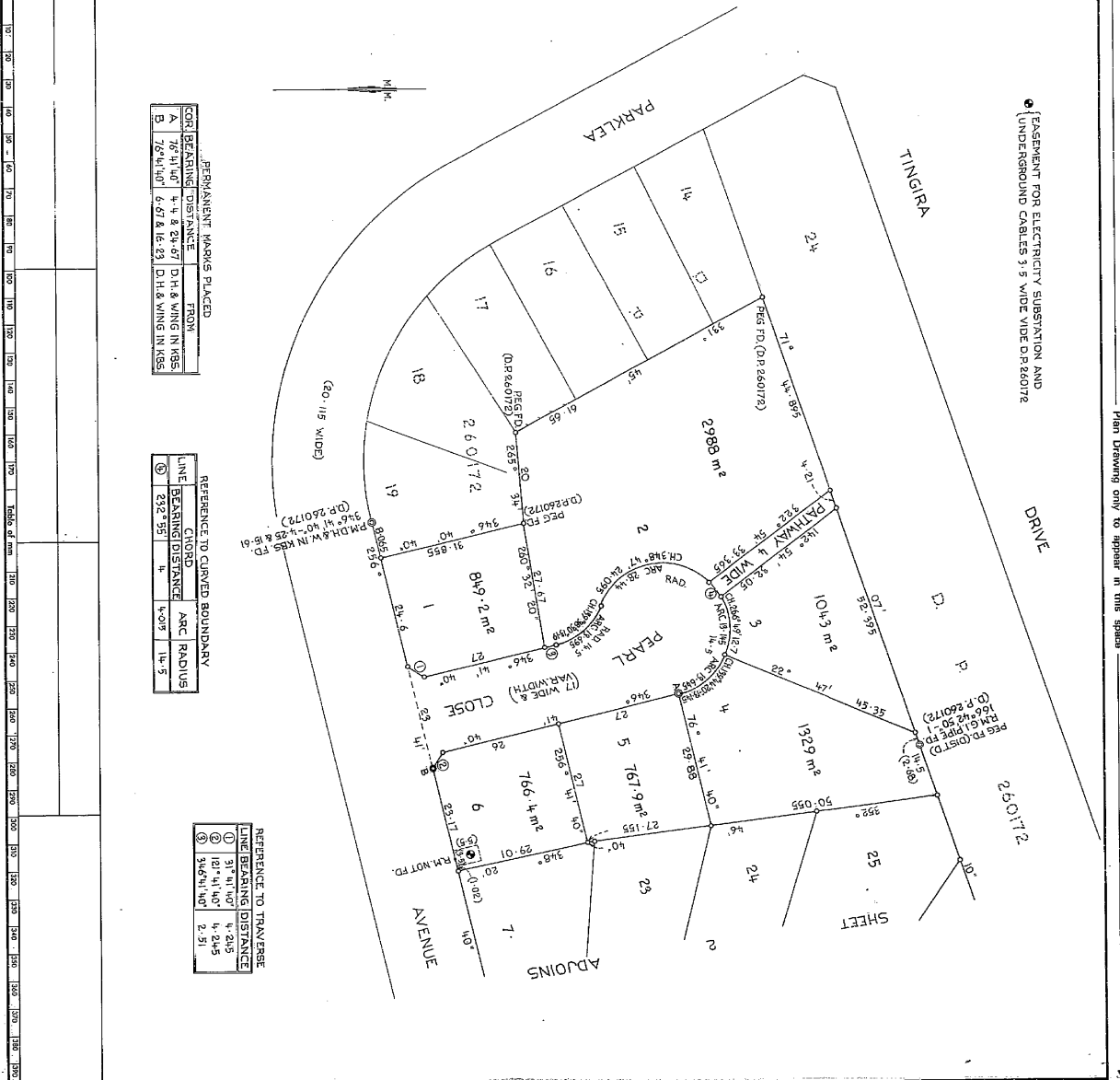
(SIGNED) *[Signature]* Council Clerk.

PERMANENT MARKS PLACED

COR BEARING DISTANCE FROM	FROM
A 75° 11' 40"	D.H. & KING IN KES.
B 75° 11' 40"	D.H. & KING IN KES.

LINE BEARING DISTANCE	ARC RADIUS
232° 35'	4.017
	14.5

LINE BEARING DISTANCE	ARC RADIUS
31° 41' 40"	4.205
12° 41' 40"	4.245
145° 51' 40"	2.51



OFFICE USE ONLY

D.P.719632

Registered: 19-12-1985

C.A.N. 90/40-160/16.9.1985

The System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U7442-61*

Last Map: D.P. 260172

Particulars: D.P. 1027675

PLAN OF SUBDIVISION OF LOTS 20 & 21, D.P. 260172 AND LOTS 22 & 23, D.P. 702395

Hydroplan Ratio: 1:400
Lengths are in metres.

LAKE MACQUARIE
City of Lake Macquarie
Locality: CROGDACE BAY
Parish: KAHIBAH
County: NORTHUMBERLAND

This is sheet 1 of my plan in sheets (where applicable) 3

PETER WILLIAM THOMPSON
of B.O. BOX 21, BULL ARCO, 2281

I, the undersigned, being a duly qualified Professional Engineer, do hereby certify that I am a duly qualified Professional Engineer in accordance with the Survey Act, 1928, and was competent on the date of my plan.

Pursuant to SECTION 88B OF THE CONVEYANCING ACT, 1919-1984 AS AMENDED, IT IS INTENDED TO CREATE:

- 1. EASEMENT TO DRAIN WATER
- 2. RESTRICTIONS AS TO USER.

IT IS INTENDED TO DEDICATE PEARL CLOSE, SHELL CLOSE AND PANTRY 4 WIDE AS PUBLIC ROAD.

WARNING: CHEASING OR FOLDING WILL LEAD TO REJECTION

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 23rd December, 1985



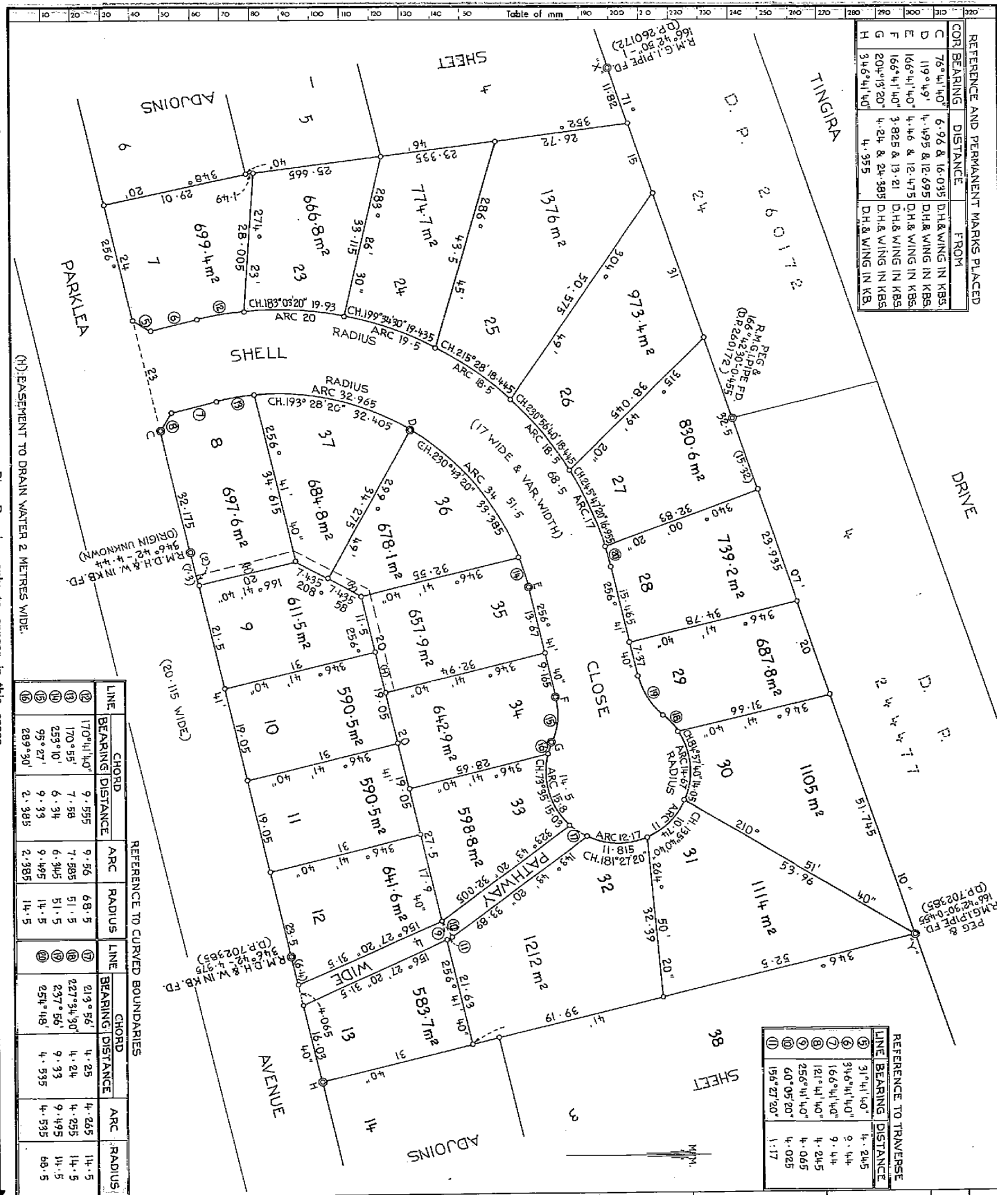
D.P. 719632 SHEET 3

PLAN FORM 3 To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

REFERENCE AND PERMANENT MARKS PLACED	FROM
C	75° 41' 40"
D	6° 56' & 16° 03'5"
E	119° 49' 40"
F	166° 41' 40"
G	204° 05' 20"
H	345° 41' 40"

LINE BEARING	DISTANCE
①	31° 41' 40"
②	166° 41' 40"
③	121° 41' 40"
④	204° 05' 20"
⑤	196° 27' 20"



* OFFICE USE ONLY

D.P. 719632

Registered: 19-12-1985

This is sheet 2 of my plan in 3 sheets dated 12 TH SEPTEMBER, 1985

P. Thompson

Surveyor registered under Surveyors Act 1920.

This is sheet 2 of the plan of 3 sheets dated 12 TH SEPTEMBER, 1985

90/40-18

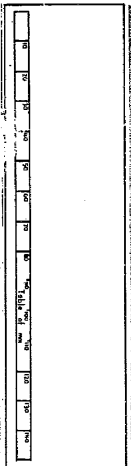
The COMMON SEAL OF THE COUNCIL OF THE CITY OF LINCOLN WAS HEREON PLACED IN PRESENCE OF THE MEMBERS OF THE COUNCIL PASSED ON THE SIXTEENTH DAY OF SEPTEMBER, 1985.

(SIGNATURE) *J. R. Matthews*
Mayor

(SIGNATURE) *M. J. ...*
ACTING COUNCIL CLERK

Signatures and seals only.
Council Clerk

Reduction Ratio 1:600
Lengths are in metres



This negative is a photograph made as a permanent record of a document in the custody of the Registrar General on this day, 23rd December, 1985

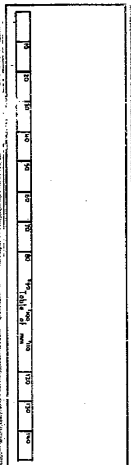
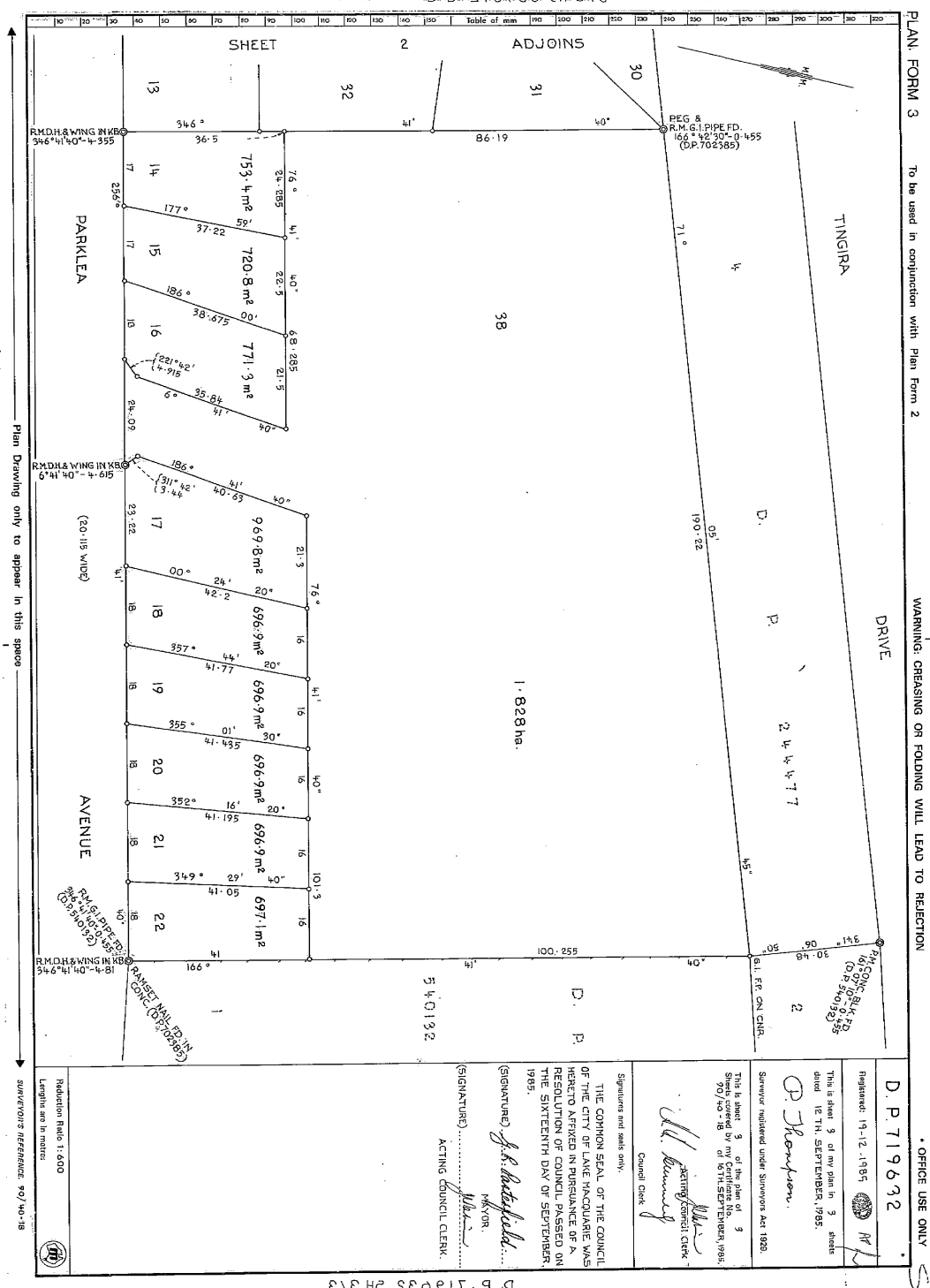


(N) EASEMENT TO DRAIN WATER & METRES WIDE.

Plan Drawing only to appear in this space

LINE BEARING	DISTANCE	ARC	RADIUS	LINE BEARING	DISTANCE	ARC	RADIUS
①	110° 41' 40"	9° 55'	630.5	⑦	81° 5' 56"	4° 25'	14.5
②	170° 55'	7° 58'	511.5	⑧	237° 54'	4° 25'	14.5
③	235° 10'	6° 34'	634.5	⑨	9° 33'	4° 19.5'	14.5
④	95° 27'	9° 33'	634.5	⑩	95° 16'	4° 53.5'	60.5
⑤	289° 30'	2° 38.5'	14.5				

LINE BEARING	DISTANCE	ARC	RADIUS
⑥	119° 49' 40"	7° 56'	630.5
⑦	166° 41' 40"	7° 58'	511.5
⑧	204° 05' 20"	6° 34'	634.5
⑨	345° 41' 40"	9° 33'	634.5
⑩	196° 27' 20"	2° 38.5'	14.5



This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 23rd December, 1985



Plan Drawing only to appear in this space

PLAN FORM 3
 To be used in conjunction with Plan Form 2
 WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION
 OFFICE USE ONLY
 D P 719632
 Registered 19-12-1985
 This is sheet 3 of my plan in 3 sheets dated 12 TH, SEPTEMBER, 1985.
 P. Howson
 Surveyor registered under Surveyors Act 1985.
 This is sheet 3 of the plan of 3 sheets covering 100.255 ha of land in the City of Sydney, 1985.
 Signatures and seals only.
 Council Clerk
 THE COMMON SEAL OF THE COUNCIL OF THE CITY OF LAKE MACQUARIE WAS HERETO AFFIXED IN PURSUANCE OF A RESOLUTION OF COUNCIL PASSED ON THE SIXTEENTH DAY OF SEPTEMBER, 1985.
 (SIGNATURE) J. B. ...
 MAYOR
 (SIGNATURE) ...
 ACTING COUNCIL CLERK
 Reduction Ratio: 1:600
 Lengths are in meters
 SURVEYORS REFERENCE: 90/40-18

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



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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 3rd June, 1991

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT, 1919

(Sheet 1 of 3 Sheets)

Plan: **DP719632**

PART 1

Subdivision covered by Council's Clerk's Certificate No. 90/40-18 of 16 September, 1985, being the land comprised in Certificates of Title Volume M/290 Folio 4139, Volume M/290 Folio 4139, Identifiers 22/702385 & 23/702385.

The Council of the City of Lake Macquarie, Council Chambers, Speers Point.

1. Identity of easement firstly referred to in abovementioned plan.

Easement to drain water 2 wide.

Lots burdened	Schedule of lots etc. affected	Lots benefited
8		9, 10, 34, 35, 36, 37
35		9, 10, 34
36		9, 10, 34, 35
37		9, 10, 34, 35, 36

2. Identity of restriction secondly referred to in abovementioned plan.

Restrictions as to user

Lots burdened	Schedule of lots etc. affected	Lots benefited
each lot		every other lot

PART 2

1. Terms of restrictions secondly referred to in abovementioned plan

(a) No building shall be erected or permitted to remain on any lot burdened, having external walls of timber, asbestos or fibro-cement products (whether in such case of flat sheeting or otherwise) or any other material of flat sheeting in a building of restriction shall not apply to any building in a building of brick or brick veneer construction which exceed twenty percent (20%) of the total area of all external walls of the building.

(b) No structure or part of any wall or building shall be erected or permitted to remain on any lot burdened less than 5 metres from any boundary adjacent to a street.

John R. Macquarie

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT, 1919

(Sheet 2 of 3 Sheets)

DP719632

(c) No main building (not being a garage) shall be erected or permitted to remain on any lot burdened with an internal floor area of less than 120sqm.

(d) No main building shall be erected or permitted to remain on any lot burdened having a roof of asbestos cement or fibro cement or fibreglass or any other material of a similar nature or appearance.

(e) No building shall be erected or permitted to remain on any lot burdened having a roof of corrugated tin, iron or steel.

(f) No building shall be erected or permitted to remain on any lot burdened having a roof of aluminium or steel decking of any nature with a pitch greater than five (5) degrees from the horizontal.

(g) No paling fence shall be erected or permitted to remain on any lot burdened provided that:-

(1) a lapped and capped timber fence shall not, for the purpose of this clause be deemed to be a paling fence; and

(2) determinations by the Council of the City of Lake Macquarie as to what constitutes a paling fence for the purpose of this clause and as to whether a particular fence or type of fence constructed or proposed to be constructed constitutes a paling fence shall be final and binding.

(h) No fence shall be erected on any lot burdened to divide it from any adjoining land owned by the Council of the City of Lake Macquarie without the prior written consent of the Council of the City of Lake Macquarie, its successors or assigns other than purchasers on sale, but such consent shall not be given by the Council of the City of Lake Macquarie, its successors or assigns, until a person dealing with the transferee from the Council of the City of Lake Macquarie, its successors or assigns such consent shall be deemed to have been given in respect of fences for the time being erected. This consent in regard to fencing shall be binding on the registered proprietor of any lot burdened, his executors, administrators and assigns only during the ownership of the said adjoining land by the Council of the City of Lake Macquarie, its successors or assigns other than purchasers on sale.

(i) No fence, shall, without the prior consent of the Council of the City of Lake Macquarie, be erected or permitted to remain on any lot burdened closer to any streeted highway than this covenant fixed by the said Council and 6 to 18 inclusive and 29 to 32 shall not apply to the particular lot within this proviso ceases to be used for the purposes of an exhibition home or 31 May, 1987 whichever first occurs.

John R. Macquarie

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

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 3rd June, 1991



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

(Sheet 3 of 3 Sheets)

(j) No lot shall be used for the purpose of an exhibition home provided that this covenant shall not apply to any of lots 1, and 6 to 8 inclusive until the particular lot which this proviso ceases to be used for the purposes of an exhibition home on 31 May, 1987 whichever first occurs.

Unless the contrary intention appears in this instrument, words importing the masculine gender shall include the female and neuter; words in the singular shall include the plural and vice versa; and person shall include bodies politic or corporate as well as individuals.

Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person(s) requiring same, the person having the right to release, vary or modify any of these restrictions is the Council of the City of Lake Macquarie.

THE COMMON SEAL OF THE COUNCIL OF THE CITY OF LAKE MACQUARIE was hereunto affixed by resolution passed on the 16th day of September 198

J. R. Budgefield
MAYOR



Acting *M. J. ...*
JOHN CLERK

INSTRUMENT SETTING OUT INTERESTS CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919, LOGGED WITH DP719632 19 DEC 1985





New South Wales Consolidated Acts

[\[Index\]](#) [\[Table\]](#) [\[Search\]](#) [\[Search this Act\]](#) [\[Notes\]](#) [\[Noteup\]](#) [\[Previous\]](#) [\[Next\]](#) [\[Download\]](#) [\[Help\]](#)

PUBLIC WORKS AND PROCUREMENT ACT 1912 - SECT 141

Constructing Authority entitled to minerals

141 Constructing Authority entitled to minerals

(1) In this section

"**minerals**" means mines or deposits of [minerals](#) within land taken under this Act after the commencement of the *Public Works and Local Government (Amendment) Act 1967*, including land so taken after that commencement pursuant to the authority conferred by any other Act, whether passed before or after that commencement.

(2) Subject to this section, the [Constructing Authority](#) shall be entitled to all [minerals](#) other than-

(a) [minerals](#) that are expressly excepted in the notification of the taking, or

(b) [minerals](#) that were vested in the Crown immediately before the taking, not being [minerals](#) so vested that-

(i) are expressly appropriated as such in the notification of the taking, or

(ii) necessarily must be dug or carried away or used in the construction of the works,

but any exception referred to in paragraph (a) of this subsection shall be deemed not to include [minerals](#) that necessarily must be dug or carried away or used in the construction of the works.

(3) Subject to subsection (3A), the Governor may, by notification published in the Gazette-

(a) before payment of compensation for the taking of [minerals](#) within the land described in the notification, and

(b) before any disposition of those [minerals](#), being a disposition made by the [Constructing Authority](#) or other person in whom, by or under this or any other Act, they are vested in consequence of the taking,

declare that [minerals](#) taken and within the land so described are divested from the [Constructing Authority](#) or, where some other person is specified, that person, and vested in a specified person for a specified estate, subject to all trusts, obligations, estates, interests, contracts, charges, rates and rights-of-way or other easements from which they were freed and discharged upon the taking, other than such of them as may be expressly excepted in the notification, and thereupon those [minerals](#) shall be divested and shall vest accordingly.

For the purposes of this subsection and of any notification published thereunder

"**minerals**" shall not include any [minerals](#) that, immediately before the taking, were vested in the Crown or any [minerals](#) that necessarily must be dug or carried away or used in the construction of the works.

(3A) Where a resumption application relating to land taken under this Act (whether or not pursuant to the authority conferred by any other Act passed before or after the commencement of this subsection) has been lodged under [section 31A\(2\)](#) of the *Real Property Act 1900* with the Registrar-General-

- (a) a notification under subsection (3) published in the Gazette after the commencement of this subsection may not divest from the [Constructing Authority](#), or other person in whom they are vested, the [minerals](#) taken and within that land, and
- (b) any transfer of those [minerals](#) after that land has been brought under the provisions of the [Real Property Act 1900](#) shall, for the purposes of subsection (5), be deemed, upon its registration under that Act, to vest those [minerals](#) under this section in the transferee.
- (4) Upon publication of a notification under subsection (3), the [Constructing Authority](#) or other person from whom they are declared by the notification to be divested shall, in respect of [minerals](#) vested under that subsection by the notification-
- (a) where the [minerals](#) so vested are under the provisions of the [Real Property Act 1900](#), make a request under section 46C of that Act in relation to those [minerals](#) and furnish such of the evidence required in connection therewith as may be in his or her possession or under his or her control, or
- (b) where the [minerals](#) so vested are not under the provisions of the [Real Property Act 1900](#), forward a copy of the notification of the vesting to the Registrar-General who shall, upon receipt thereof, cause a memorandum of the vesting of those [minerals](#) to be prepared and registered in the General Register of Deeds kept under the [Registration of Deeds Act 1897](#) and, for the purposes of that Act, that memorandum shall be deemed to be a registration copy of an instrument duly registered under that Act.
- (4A) A request made by the [Constructing Authority](#) or another person in compliance with subsection (4)(a) shall be deemed to have been made by the person entitled so to do under [section 46C](#) of the [Real Property Act 1900](#).
- (5) Where, pursuant to a vesting under this section, a person has become entitled to an estate or interest in [minerals](#) equivalent to an estate or interest in those [minerals](#) converted by section forty-five of this Act into a claim for compensation the person shall, notwithstanding anything contained in this Act, be deemed never to have been entitled to compensation pursuant to that claim.
- (6) For the purposes of this section, where land described in a notification published under subsection three of this section is land that by any Act is declared upon the taking thereof to be vested in the Crown as Crown land within the meaning of the [Crown Land Management Act 2016](#) or land subject to a declaration under section 25A of the [Crown Lands Consolidation Act 1913](#), the [minerals](#) taken and within that land (other than [minerals](#) that, immediately before the taking, were vested in the Crown and [minerals](#) that necessarily must be dug or carried away or used in the construction of the works) shall be deemed never to have been so vested or reserved and sections forty-three and forty-four and subsection one of section forty-five of this Act shall, in the case of [minerals](#) so deemed never to have vested, be deemed to have applied to and in respect of those [minerals](#), upon the taking thereof.
- (7) The costs and expenses of making any request or effecting any registration under subsection four of this section shall be borne by the [Constructing Authority](#) or the other person referred to in that subsection and no stamp duty shall be chargeable in respect of any such request or any instrument whereby [minerals](#) are vested under this section.
- (8) Without limiting the discretion conferred upon the Registrar-General by [section 46C](#) of the [Real Property Act 1900](#), the Registrar-General shall not, when creating a folio of the Registrar kept under that Act or making recordings in that Register in respect of [minerals](#) pursuant to a request made under subsection (4)(a), be required to make any recordings in that Register, other than-

(a) such recordings as may, in the Registrar-General's opinion, be necessary with respect to the vesting of the [minerals](#) in the person and for the estate specified, in the notification of the vesting of those [minerals](#), as the person in whom, and the estate for which, they were thereby vested, and

(b) any recordings relating to the land described in the notification, being recordings that appeared in that Register immediately before the taking of that land, other than recordings relating only to estates or interests excepted in the notification.

(9) Nothing in this section shall be construed as affecting the provisions of sections one hundred and forty-two to one hundred and forty-nine, both inclusive, of this Act.

(10) In this section, a reference to a notification of the taking of land includes a reference to an acquisition notice under the [Land Acquisition \(Just Terms Compensation\) Act 1991](#).

AustLII: [Copyright Policy](#) | [Disclaimers](#) | [Privacy Policy](#) | [Feedback](#)

9 October 2024

INFOTRACK PTY LTD
PO Box 4029
SYDNEY NSW 2001

Our Ref:170870
Your Ref: 48626:192013
ABN 81 065 027 868

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

Fee Paid: 67.00
Receipt No: 13623716
Receipt Date: 30 September 2024

DESCRIPTION OF LAND

Address: 37 Parklea Avenue, CROUDACE BAY NSW 2280
Lot Details: Lot 17 DP 719632
Parish: Kahibah
County: Northumberland

For: MORVEN CAMERON
GENERAL MANAGER



ADVICE PROVIDED IN ACCORDANCE WITH SUBSECTION (2)

1 Names of Relevant Planning Instruments and Development Control Plans

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

Lake Macquarie Local Environmental Plan 2014

Lake Macquarie Development Control Plan 2014

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 4 Koala habitat protection 2021

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

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

State Environmental Planning Policy (Housing) 2021 -

Chapter 2 Affordable housing

State Environmental Planning Policy (Housing) 2021 –

Chapter 3 Diverse housing

State Environmental Planning Policy (Housing) 2021 –

Chapter 4 Design of residential apartment development

State Environmental Planning Policy (Industry and Employment) 2021 –

Chapter 3 Advertising and signage

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 2 State and regional development

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 4 Concurrences and consents

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

Chapter 2 State significant precincts

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

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts-Regional) 2021

Chapter 2 State significant precincts

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

Chapter 2 State significant precincts

State Environmental Planning Policy (Primary Production) 2021 –

Chapter 2 Primary production and rural development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 3 Hazardous and offensive development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 4 Remediation of land

State Environmental Planning Policy (Resources and Energy) 2021 –

Chapter 2 Mining, petroleum production and extractive industries

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 2 Infrastructure

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 3 Educational establishments and child care facilities

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

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

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

Lake Macquarie Draft Development Control Plan 2014

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

2 Zoning and land use under relevant Local Environmental Plans

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

(a)

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

R2 Low Density Residential

under Lake Macquarie Local Environmental Plan 2014

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

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

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

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

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

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

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

(b) Whether additional permitted uses apply to the land,

No

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

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

(d) Whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,

No

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

No

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

Local Environmental Plan 2014 Schedule 5 Part 1 Heritage Items

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

Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas

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

Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites

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

Local Environmental Plan 2014 Schedule 5 Part 4 Landscape Items

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

Local Environmental Plan 2004 Schedule 4 Part 1 Heritage Items

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

Local Environmental Plan 2004 Part 11 Clause 150 Environmental Heritage

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

Local Environmental Plan 2014 Heritage Map

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

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

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

- (a) Nil

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

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

3 Contributions Plans

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

applies,

Nil

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

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

4 Complying development

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

Housing Code

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

Low Rise Housing Diversity Code

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

Housing Alterations Code

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

Commercial and Industrial Alterations Code

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

Commercial and Industrial (New Buildings and Additions) Code

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

Subdivisions Code

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

Rural Housing Code

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

Greenfield Housing Code

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

General Development Code

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

Demolition Code

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

Fire Safety Code

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

Container Recycling Facilities Code

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

5 Exempt development

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

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

6 Affected building notices and building product rectification orders

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

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

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

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

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

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

- (2) In this section -

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

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

7 Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Section 1 makes provision in relation to the acquisition of the land

by a public authority, as referred to in section 3.15 of the Act.

No

8 Road widening and road realignment

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

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

No

(b) any environmental planning instrument.

No

(c) any resolution of the Council.

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

9 Flood related development controls information

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

No

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

Yes

NOTE:

Land in this area that is subject to flood related development controls relating to the PMF includes sensitive uses such as boarding houses, caravan parks, correctional centres, early education and care facilities, eco-tourist facilities, educational establishments, emergency services facilities, group homes, hazardous industries, hazardous storage establishments, hospitals, hostels, information and education facilities, police stations, respite day care centres, residential care facilities, seniors housing, sewerage systems, tourist and visitor accommodation and water supply systems.

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

Flood Risk Management Manual means the *Flood Risk Management*

Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

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

10 Council and other public authority policies on hazard risk restrictions

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

Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by Council's geotechnical areas map. The map is available for viewing at the Council. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.
 - (b) bushfire
No
 - (c) tidal inundation
No
 - (d) acid sulfate soils
Yes

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

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

- No
- (g) salinity
- No
- (h) any other risk (other than flooding).
- No

(2) In this section —

adopted policy means a policy adopted —

- (a) by the council, or
- (b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

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

11 Bush Fire Prone Land

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

12 Loose-fill asbestos insulation

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

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

13 Mine subsidence

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

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

potential damage from coal mine subsidence.

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

14 Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.
Nil
- (2) The date of any subdivision order that applies to the land.
Not Applicable
- (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

15 Property Vegetation Plans

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

16 Biodiversity stewardship sites

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

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

17 Biodiversity Certified Land

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

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

[2016](#), Part 8.

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

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

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

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

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

Nil

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

20 Conditions for seniors housing

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

Nil

21 Site compatibility certificates and conditions for affordable rental housing

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

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

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

of a kind referred to in that Policy, section 21(1) or 40(1).

Nil

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

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

- (4) In this section—

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

22 Water or sewerage services

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

No

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

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

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

No

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

No

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

No

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

No

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

No



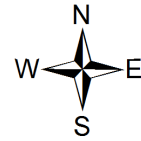
HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS

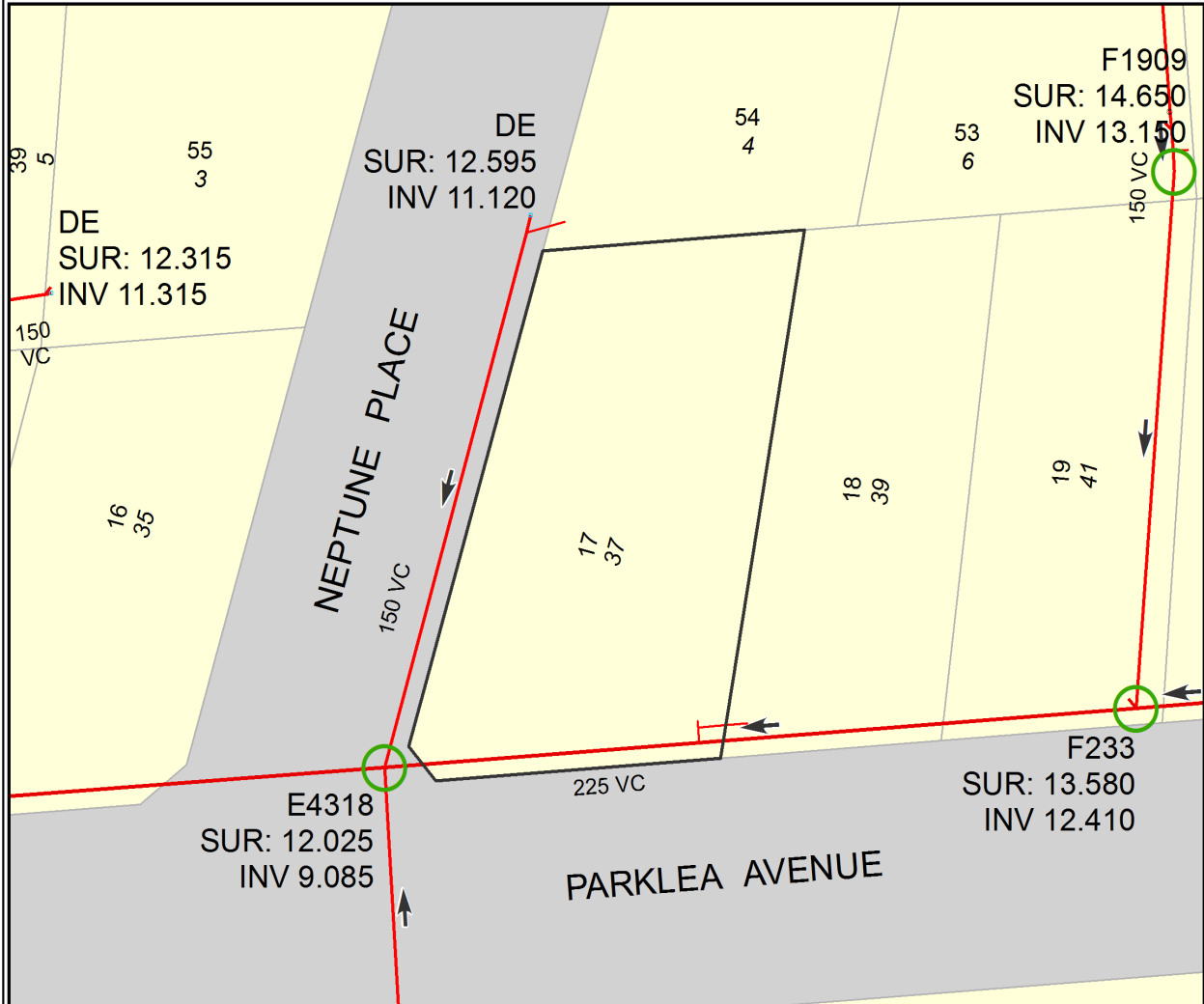


InfoTrack
37 PARKLEA
CROUDACE BAY NSW

APPLICATION NO.: 2394427
APPLICANT REF: M 48626
RATEABLE PREMISE NO.: 2533510353

PROPERTY ADDRESS: 37 PARKLEA AVE CROUDACE BAY 2280

LOT/SECTION/DP:SP: 17//DP 719632



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

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

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

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

Date: 30/09/2024

Scale at A4: 1:500

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

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