

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>EXP Realty</b> <b>20 Martin Place, Sydney, NSW 2000</b>	<b>Mobile: David Cowan 0422 707 333</b>
co-agent		
vendor		
vendor's solicitor	<b>BAKER LOVE LAWYERS PTY LTD</b> <b>30 Dan Rees Street, WALLSEND NSW 2287</b> <b>PO Box 123, WALLSEND NSW 2287</b>	<b>Phone: 02 49443322</b> <b>Email: jdunn@bakerlove.com.au</b> <b>Ref: Conv:KA:61298</b>
date for completion	<b>35th day after the contract date</b>	(clause 15)
land (address, plan details and title reference)	<b>9-13 Koree Street, Pindimar, New South Wales 2324</b> <b>Registered Plan: Lots 11-12 Section O Plan 8287</b> <b>Folio Identifier Auto Consol 5855-218</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input checked="" 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 type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	_____ (10% of the price, unless otherwise stated)
balance	
contract date	_____ (if not stated, the date this contract was made)

**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**

<b>VENDOR</b>	<b>PURCHASER</b>
<p><b>Signed by</b></p>  <p>_____</p> <p>Vendor</p>  <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p>  <p>_____</p> <p>Purchaser</p>  <p>_____</p> <p>Purchaser</p>
<b>VENDOR (COMPANY)</b>	<b>PURCHASER (COMPANY)</b>
<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>	<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</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*☒ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

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

***GSTRW payment (GST residential withholding payment) – details***

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1 property certificate for the land</li> <li><input checked="" type="checkbox"/> 2 plan of the land</li> <li><input type="checkbox"/> 3 unregistered plan of the land</li> <li><input type="checkbox"/> 4 plan of land to be subdivided</li> <li><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</li> <li><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</li> <li><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</li> <li><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</li> <li><input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</li> <li><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</li> <li><input type="checkbox"/> 11 <i>planning agreement</i></li> <li><input type="checkbox"/> 12 section 88G certificate (positive covenant)</li> <li><input type="checkbox"/> 13 survey report</li> <li><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></li> <li><input type="checkbox"/> 15 occupation certificate</li> <li><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</li> <li><input type="checkbox"/> 17 other document relevant to tenancies</li> <li><input type="checkbox"/> 18 licence benefiting the land</li> <li><input type="checkbox"/> 19 old system document</li> <li><input type="checkbox"/> 20 Crown purchase statement of account</li> <li><input type="checkbox"/> 21 building management statement</li> <li><input checked="" type="checkbox"/> 22 form of requisitions</li> <li><input type="checkbox"/> 23 <i>clearance certificate</i></li> <li><input type="checkbox"/> 24 land tax certificate</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> 33 property certificate for strata common property</li> <li><input type="checkbox"/> 34 plan creating strata common property</li> <li><input type="checkbox"/> 35 strata by-laws</li> <li><input type="checkbox"/> 36 strata development contract or statement</li> <li><input type="checkbox"/> 37 strata management statement</li> <li><input type="checkbox"/> 38 strata renewal proposal</li> <li><input type="checkbox"/> 39 strata renewal plan</li> <li><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</li> <li><input type="checkbox"/> 41 property certificate for neighbourhood property</li> <li><input type="checkbox"/> 42 plan creating neighbourhood property</li> <li><input type="checkbox"/> 43 neighbourhood development contract</li> <li><input type="checkbox"/> 44 neighbourhood management statement</li> <li><input type="checkbox"/> 45 property certificate for precinct property</li> <li><input type="checkbox"/> 46 plan creating precinct property</li> <li><input type="checkbox"/> 47 precinct development contract</li> <li><input type="checkbox"/> 48 precinct management statement</li> <li><input type="checkbox"/> 49 property certificate for community property</li> <li><input type="checkbox"/> 50 plan creating community property</li> <li><input type="checkbox"/> 51 community development contract</li> <li><input type="checkbox"/> 52 community management statement</li> <li><input type="checkbox"/> 53 document disclosing a change of by-laws</li> <li><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</li> <li><input type="checkbox"/> 55 document disclosing a change in boundaries</li> <li><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</li> <li><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</li> <li><input type="checkbox"/> 58 disclosure statement - off the plan contract</li> <li><input type="checkbox"/> 59 other document relevant to the off the plan contract</li> </ul>
<b>Home Building Act 1989</b>	
<ul style="list-style-type: none"> <li><input type="checkbox"/> 25 insurance certificate</li> <li><input type="checkbox"/> 26 brochure or warning</li> <li><input type="checkbox"/> 27 evidence of alternative indemnity cover</li> </ul>	
<b>Swimming Pools Act 1992</b>	
<ul style="list-style-type: none"> <li><input type="checkbox"/> 28 certificate of compliance</li> <li><input type="checkbox"/> 29 evidence of registration</li> <li><input type="checkbox"/> 30 relevant occupation certificate</li> <li><input type="checkbox"/> 31 certificate of non-compliance</li> <li><input type="checkbox"/> 32 detailed reasons of non-compliance</li> </ul>	<b>Other</b> <input type="checkbox"/> 60

**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:
 

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> 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"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<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</i> by a <i>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 <sup>th</sup> 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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

## **2 Deposit and other payments before completion**

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

## **3 Deposit-bond**

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
  - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
  - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
  - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
  - 10.1.4 any change in the *property* due to fair wear and tear before completion;
  - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
  - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
  - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
  - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
  - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

## 11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

## 12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
  - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
  - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.



### 13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
  - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
  - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
  - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
  - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
    - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
    - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
  - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
  - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
    - a breach of clause 13.7.1; or
    - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
  - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
  - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
  - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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

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

## 24 Tenancies

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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



**32 Residential off the plan contract**

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

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**THESE ARE THE SPECIAL CONDITIONS IN THE CONTRACT FOR SALE OF LAND  
BETWEEN THE VENDOR AND PURCHASER  
AS SET OUT ON THE FRONT PAGE OF CONTRACT FOR SALE.**

- 33.1 In the construction of this contract except to the extent that such construction would be excluded by or be repugnant to the context:-
- (a) Reference to a "person" shall include a corporation;
  - (b) Words importing the singular or plural number shall also import the plural or singular number respectively; and
  - (c) Words importing the masculine, feminine or neuter gender shall also import the other two genders.
- 33.2 Where there is any inconsistency between the printed contract and these Special Conditions these Special Conditions shall prevail.
- 33.3 This Contract is varied as follows:
- (a) Clause 7.1.1 is deleted;
  - (b) Clause 7.2.6 by replacing "3 months" with "6 weeks".
  - (c) Clause 7.2.6 by adding "and despite Clause 7.2.5 the amount held and all net interest must be paid to the vendor" at the end of the clause;
  - (d) Clauses 10.1.8 and 10.1.9 by substituting "existence" for "substance";
  - (e) Clause 11.2 is deleted;
  - (f) 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".
  - (g) Clause 23.13 is deleted and replaced with "the purchaser must obtain an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at their own expense".
  - (h) Clause 23.14 is deleted.
  - (i) Clause 25.1.1 delete the word "Limited";
  - (j) Clause 25.7 is deleted.
  - (k) Delete Clause 30.11 and replace with the following clause: "If the vendor requires more than five bank or building society cheques, the vendor must pay \$15.00 for each extra bank or building society cheque";
- 34 Completion shall take place:-
- (a) On the date for completion stated on the front page of this Contract PROVIDED THAT if such day is not a business day, then on the first business day after the date for completion stated on the front page of this Contract or such earlier date as the parties may agree (completion date).
  - (b) If the Purchaser does not complete this agreement by the completion date and, at that date the Vendor is ready, willing and able to complete and the Vendor issues a Notice to Complete, the sum of three hundred and thirty dollars (\$330.00) inclusive of GST to cover the legal costs and disbursements incurred by the Vendor's solicitors and drafting and serving a Notice to Complete is to be allowed by the Purchaser as an additional adjustment on completion and it is an essential term of this contract that such payment be so paid.
  - (c) If a party is entitled to provide a Notice to Complete then fourteen (14) days (excluding the date on which the notice is given) is a reasonable period to allow for completion in that notice.
  - (d) The party serving a Notice to Complete reserves the right to:
    - (i) withdraw the notice; and
    - (ii) issue further Notices to Complete.

- 35 If at any time prior to completion the Vendor or Purchaser (or any of them):-
- (a) being an individual die or becomes mentally ill or is declared bankrupt or enters into any scheme or makes any assignment for the benefit of creditors; or
  - (b) being a company is wound up, is placed in liquidation or a Controller (as defined in Section 9 of the *Corporations Act 2001 (Cth)* is appointed to that party
- then either party may at any time thereafter rescind this agreement by notice in writing served upon the other party and in respect of such rescission the terms of Clause 19 shall apply.
- 36 If the Purchaser does not complete this agreement in accordance with Clause 34 and the delay in completion is not caused solely by the Vendor then:-
- (a) The Purchaser shall be liable to the Vendor for damages, for the lost purchase price plus interest on the balance of the purchase price, at the rate of ten per centum (10%) per annum from, but excluding the completion date to and including the date upon which the purchase price and other monies due under this clause (including, without limitation) interest at cost (including legal costs and disbursements) are satisfied; and
  - (b) Subclause (a) is an essential term of this agreement and will not merge upon completion.
  - (c) The purchaser cannot require the Vendor to complete this contract unless interest is payable under subclause (a) of this contract be paid to the Vendor upon completion.
- 37 Notwithstanding any principle of law to the contrary, the Purchaser shall have the right to make any objection, requisition or claim in respect of:-
- (a) any encroachment onto any adjoining land by any building or structure on the land, other than a dividing fence as defined in the Dividing Fences Act 1991; or
  - (b) any encroachment onto the land by any building or structure on any adjoining land, other than a dividing fence as defined in the Dividing Fences Act 1991; or
  - (c) any non-compliance with the Local Government Act 1993, or any regulation under that Act, in respect of any building or structure on the land;
- unless the encroachment or non-compliance is disclosed and clearly described in this contract.
- 38 **REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS**
- 38.1 This Contract is the whole agreement between the parties and contains all representations, warranties, promises and agreements of the parties in respect of its subject matter.
- 38.2 The Purchaser represents and warrants that:
- (a) unless otherwise stated in this Agreement, the Purchaser has not entered into this Agreement in reliance on any express or implied statement, representation, promise or warranty made by the Vendor or on its behalf in respect of any matter relating to the property (including any improvements, fixtures, furnishings, chattels and inclusions) or which has or may have an affect on the property including but not limited to:
    - (i) its suitability for any use (including any restrictions applying to that use);
    - (ii) any financial return or income to be derived from it;
    - (iii) any services or proposed services to the property, being a joint service with another lot, the pipes or connections of any Authority responsible for the provision and maintenance of any services passing through the property.
  - (b) the Purchaser relies on the Purchaser's own enquiries in relation to all matters affecting the property, whether or not disclosed in this Agreement.

- (c) Without limitation to any other provision in this Agreement the Purchaser confirms, warrants and acknowledges to the Vendor that the Purchaser has undertaken its own investigations and enquiries in respect of the property prior to entering into this Agreement, and any material or information provided or made available by or on behalf of the Vendor, has been provided for the purpose of assisting the Purchaser in determining the direction of its own independent enquiries into, and independent assessment of the Property, and prior to entering into this Contract the Purchaser has satisfied himself or herself with respect to all matters relating or arising out of those investigations and inspections in respect of the Property;

39 The Purchaser warrants that he was not introduced to the property by any real estate agent other than the vendor's agent (if any) referred to in "vendor's agent" on the front page of this contract and agrees to be responsible for any commission payable by the Vendor as a result of a breach of such warranty. The parties agree that the obligations under this Special Condition shall not merge on completion.

40 Condition 14.1 of this Contract is hereby varied by the addition of the following sentence after the word "liable":-  
The amounts and figures for water consumption furnished by the relevant water rating authority, even if estimated or provisional, shall be conclusive for the purposes of such adjustment.

41 The parties agree that the solicitor or conveyancer acting for them has the authority to make amendments to this Contract on behalf of the party they represent pursuant to the instructions of that party.

42 The Purchaser acknowledges that he is purchasing the property in its present condition and state of repair and enters into this agreement consequent upon his own inspection of the property, improvements and inclusions and subject to any infestation and dilapidation and that the Vendor has not nor has anyone on the Vendor's behalf made any representation with respect to the condition of the property and the Purchaser shall make no objection or requisition or claim for compensation in respect of same.

43 **Tenancy**

If a tenant is currently in occupation of the property and if page 1 of this Contract provides for the vendor to give vacant possession of the property on completion of this contract, then the following provisions will apply:

(a) This Contract is conditional upon the vendor obtaining vacant possession of the property from the tenant. The vendor will forthwith serve a notice on the tenant and will pursue that notice and the obtaining of vacant possession.

(b) In the event that vacant possession is not available within 21 days after the completion date herein, time being of the essence, and if completion of this Contract has not been affected, then either party may rescind this Contract and the provisions of Clause 19 herein will apply.

44 **Auction**

The sale of the property is subject to the right by the Vendor or by any person on behalf of the Vendor or auctioneer to make one (1) bid (and only one (1) bid). The Vendor hereby expressly reserves the right to make one (1) bid at the auction.

45 **Deposit Bond**

(a) The expression "Bond" in this Contract means a Deposit Guarantee Bond issued to the Vendor at the request of the Purchaser by an entity acceptable to the Vendor and the Vendor's sole discretion (either named in this Contract or otherwise agreed between the Vendor and the Purchaser) and in or to the effect of the form set out below.

- (b) The delivery to the Vendor or the Vendor's solicitor of a Bond which subject to (i) and (ii) of this sub-clause, be deemed for the purposes of this Contract to be payment of the guaranteed payment of the amount expressed in the Bond 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.

46 **Requisitions on Title**

The purchaser must not raise or make any general requisitions on title pursuant to clause 5 of this Contract except for the accepted Requisitions on Title annexed to this Contract. Nothing in this clause prevents the purchaser from making any specific requisitions in relation to a matter arising out of this Contract except where the Contract precludes the purchaser from making any requisitions.

47 **Extension(s) to Cooling Off Period or Finance Clause**

If a cooling-off period or finance clause applies to this Contract then on each occasion that the purchaser requests an extension thereof and irrespective of whether the request is granted by the vendor, the purchaser must on completion pay a further sum of \$330.00 inclusive of GST for the vendor's additional legal costs associated with dealing with the purchaser's request(s). This fee is agreed by the parties to be a genuine and reasonable pre-estimate of the vendors actual costs. The payment of this fee is an essential term of the completion of this Contract.

48 **Sewer Lines Location Diagram**

The vendor discloses that Hunter Water Corporation will not provide a Sewer Lines Location Diagram for the subject property and the purchaser cannot make any objection, requisition, claim for compensation, rescind or terminate in respect to such disclosure.

49 **Christmas Closure**

The Vendor and the Purchaser acknowledge and agree that, due to the Christmas closure period, the days between 18 December 2024 to 8 January 2025 (both dates inclusive) are excluded for the purposes of calculation of all days and dates under this Contract.

50 **Guarantee and Indemnity**

- (a) The persons whose signatures appear at the end of these Special Conditions under the guarantee execution clauses (hereinafter called "the Guarantors") being directors of the Purchaser under this Contract, in consideration of the Vendor having at the Guarantors' request, which request is testified by the Guarantors signatures hereto, agreed to enter into a Contract (hereinafter called "the said Contract") to sell the within Property to the Purchaser, **HEREBY IRREVOCABLY AND UNCONDITIONALLY GUARANTEE** to the Vendor the due and punctual payment by the Purchaser to the Vendor of all sums of money as shall or may at any time or times hereafter become due, owing or payable by the Purchaser to the Vendor under the terms of and/or as a result of the said Contract (hereinafter called "the guaranteed moneys") at the times and in the manner as set out in the said Contract or otherwise on demand **AND** also the due and punctual performance and observance by the Purchaser of all and singular the covenants provisions and stipulations on the part of the Purchaser to be so performed and observed under and pursuant to the said Contract.

**AND IT IS HEREBY AGREED AND DECLARED:-**

- (b) That this Guarantee shall be a continuing guarantee until the whole of the guaranteed moneys are paid and shall be independent of and additional to and in no way affected by any other security instrument or document which the Vendor now holds or hereafter may obtain or hold for any indebtedness or liability (whether present future direct or contingent matured or unmatured joint or several) of the Purchaser or of the Guarantors to the Vendor.
- (c) That the Vendor may at any time and from time to time grant or agree to grant to the Purchaser any time or other indulgence or consideration and may compound with or release or assent to the winding up of the Purchaser and may wholly or partially release or discharge the Purchaser from any of the terms set out in the said Contract and may vary any of the terms of the said Contract without notice to or the consent of the Guarantors without affecting or discharging the liability of the Guarantors.
- (d) The Guarantors agree and declare that the Vendor shall not be bound at any time to exercise any of its rights under the said Contract or any collateral or other contract and any omission, failure or refusal by the Vendor so to do shall not prejudice, affect, discharge or diminish any of the liabilities of the Guarantors hereunder and the liability of the Guarantors hereunder shall not be affected or discharged by any other laches or mistakes on the part of the Vendor.
- (e) Should the liability of the Guarantors hereunder become merged in any judgment or order then the Guarantors will pay to the Vendor interest at the rate per centum per annum mentioned in the said Contract on the amount owing under such judgment or order from the date thereof until payment.
- (f) If by reason of any statute or any rule of law or for any other reason whatsoever any covenant, term or condition of the said Contract is rendered unenforceable by the Vendor against the Purchaser then the Guarantors for the consideration aforesaid agree hereby at all times to indemnify the Vendor to the full extent in respect of the guarantees moneys or any part thereof which have thereby been rendered unrecoverable by the Vendor from the Purchaser and the Guarantors further indemnify the Vendor against and in respect of any damage, loss, claim, demand, cost, expenses or obligation direct or indirect which the Vendor has or may suffer, incur or sustain.
- (g) The Guarantors for the consideration aforesaid will pay on demand to the Vendor immediately the same becomes or may become due and payable, all or part of the guarantee moneys.
- (h) This Guarantee shall be binding on each of the Guarantors who sign the same notwithstanding that any one or more of the Guarantors named herein may not have signed or may never sign this Guarantee.
- (i) In order to give full effect to the provisions of this Guarantee, the Guarantors declare that the Vendor shall be at liberty to act as though the Guarantors are the principal Debtor and the Guarantors waive all rights either at law or under any Statute that the Guarantors might otherwise be entitled to claim or enforce. Any real property or other property or both owned by the Guarantors is upon a notice or demand hereunder charged and mortgaged and the Vendor has a right to caveat such property.
- (j) Any notice or demand to be given to or made upon the Guarantors by the Vendor hereunder shall be deemed to be fully given or made if the same be in writing and be signed by the Vendor or the Manager or Acting Manager for the time being of the Vendor or any Attorney or the Vendor or by its Solicitors.
- (k) The Guarantors do not execute this instrument as a result of or by reason of any promise, representation, statement or information of any nature or kind whatsoever given or offered to them by or on behalf of the Vendor whether in answer to any inquiry by or on behalf of the Guarantors or not.
- (l) This Guarantee shall not be determined by the death or winding up of the Guarantors or any of them.

- (m) This Guarantee, being given for valuable consideration, is irrevocable until the said Contract has been fully performed and carried into effect by the Purchaser.
- (n) That except to the extent that such interpretation shall be excluded by or be repugnant to the context whenever the same is used herein the word "Guarantors" shall mean and include the Guarantors, their executors, administrators and assigns or (in the case of a Company) such Guarantor and its successors and assigns and when two or more Guarantors are parties hereto shall mean and include every person and company who or which is a Guarantor and each or any of them, their, his or its assigns and the executors and administrators or successors of each Guarantor and when two or more Guarantors are parties to this Guarantee and the obligations and agreements on their part herein contained or implied shall bind them and every two or greater number of them jointly and each of them severally; and the expression "the Vendor" shall mean and include the Vendor, its successors and assigns, words importing the singular number or plural number shall be deemed to include the plural number and the singular number respectively and words importing any gender shall include every gender; and reference in case to a corporation to winding up shall include Official Management Receivership or Scheme of Arrangement.

I certify that the Guarantor  
with whom I am personally acquainted or as to whose  
identity I am otherwise satisfied, signed this  
instrument in my presence.

Certified correct for the purposes of the Real  
Property Act 1900 by the Guarantor

Signature of the Guarantor: \_\_\_\_\_

Signature of witness: \_\_\_\_\_

Name of witness: \_\_\_\_\_

Address of witness: \_\_\_\_\_

I certify that the Guarantor  
with whom I am personally acquainted or as to whose  
identity I am otherwise satisfied, signed this  
instrument in my presence.

Certified correct for the purposes of the Real  
Property Act 1900 by the Guarantor

Signature of the Guarantor: \_\_\_\_\_

Signature of witness: \_\_\_\_\_

Name of witness: \_\_\_\_\_

Address of witness: \_\_\_\_\_

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: [REDACTED]  
Purchaser:  
Property: 9-13 Koree Street, Pindimar  
Dated:

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### Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
  - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
  - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

### Title

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

### Adjustments

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

### Survey and building

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



- (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
  17. If a swimming pool is included in the property:
    - (a) when did construction of the swimming pool commence?
    - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
    - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
    - (d) are there any outstanding notices or orders?
  18.
    - (a) To whom do the boundary fences belong?
    - (b) Are there any party walls?
    - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
    - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
    - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

#### **Affectations**

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

#### **Capacity**

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

#### **Requisitions and transfer**

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



FOLIO: AUTO CONSOL 5855-218

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
30/6/2022	4:37 PM	3	22/9/2018

LAND

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LAND DESCRIBED IN SCHEDULE OF PARCELS

LOCAL GOVERNMENT AREA MID-COAST

PARISH OF COWEAMBAH COUNTY OF GLOUCESTER

TITLE DIAGRAM DP8287

FIRST SCHEDULE

-----



(T 6795817)

SECOND SCHEDULE (3 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 BK 862 NO 605 LAND EXCLUDES MINERALS
- 3 6795818 MORTGAGE TO NEWCASTLE PERMANENT BUILDING SOCIETY  
LIMITED

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

SCHEDULE OF PARCELS

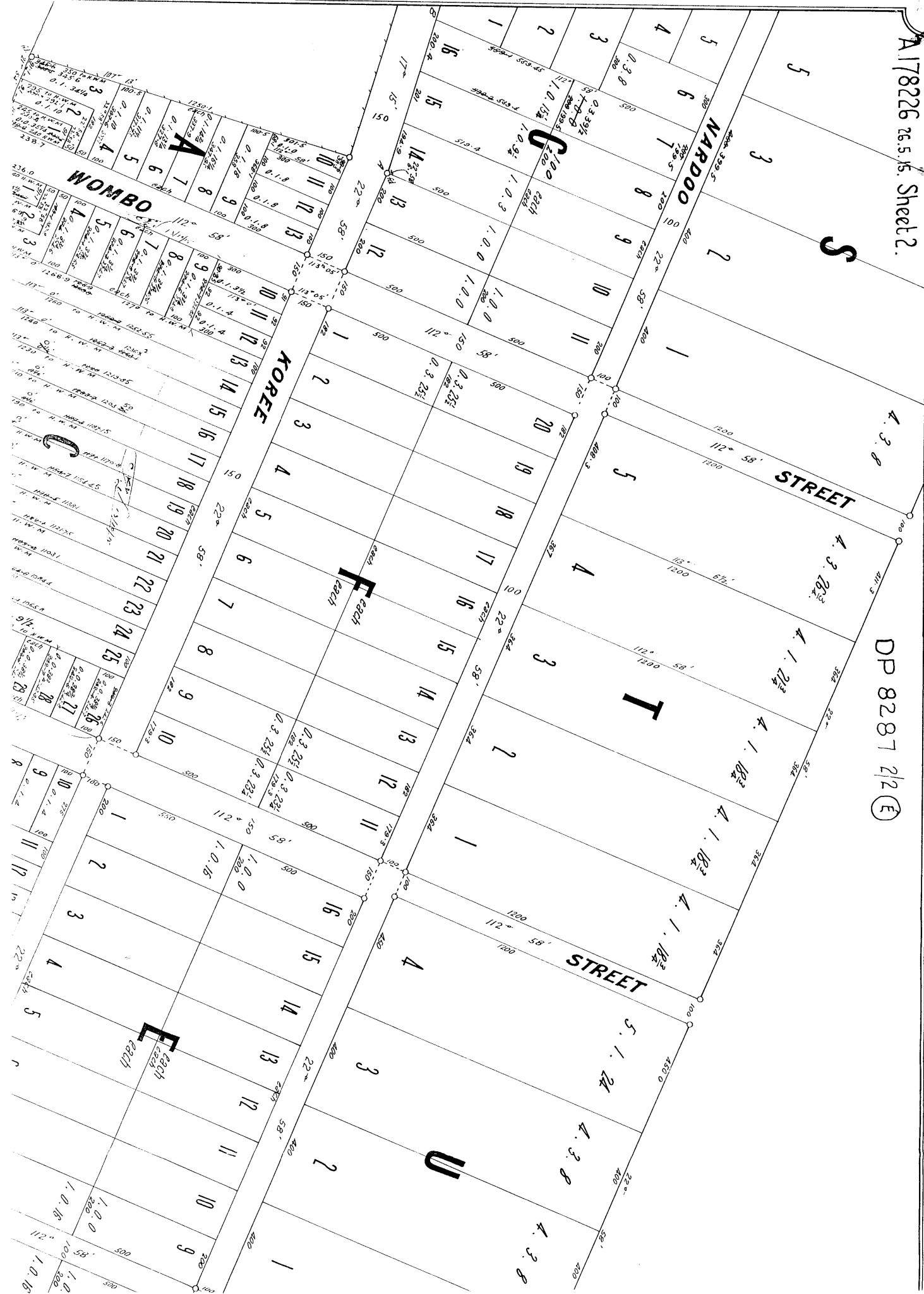
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LOTS 11-12 SEC. O IN DP8287.

\*\*\* END OF SEARCH \*\*\*

A178226 26.5.16. Sheet 2.

DP 8287 2/2 (E)



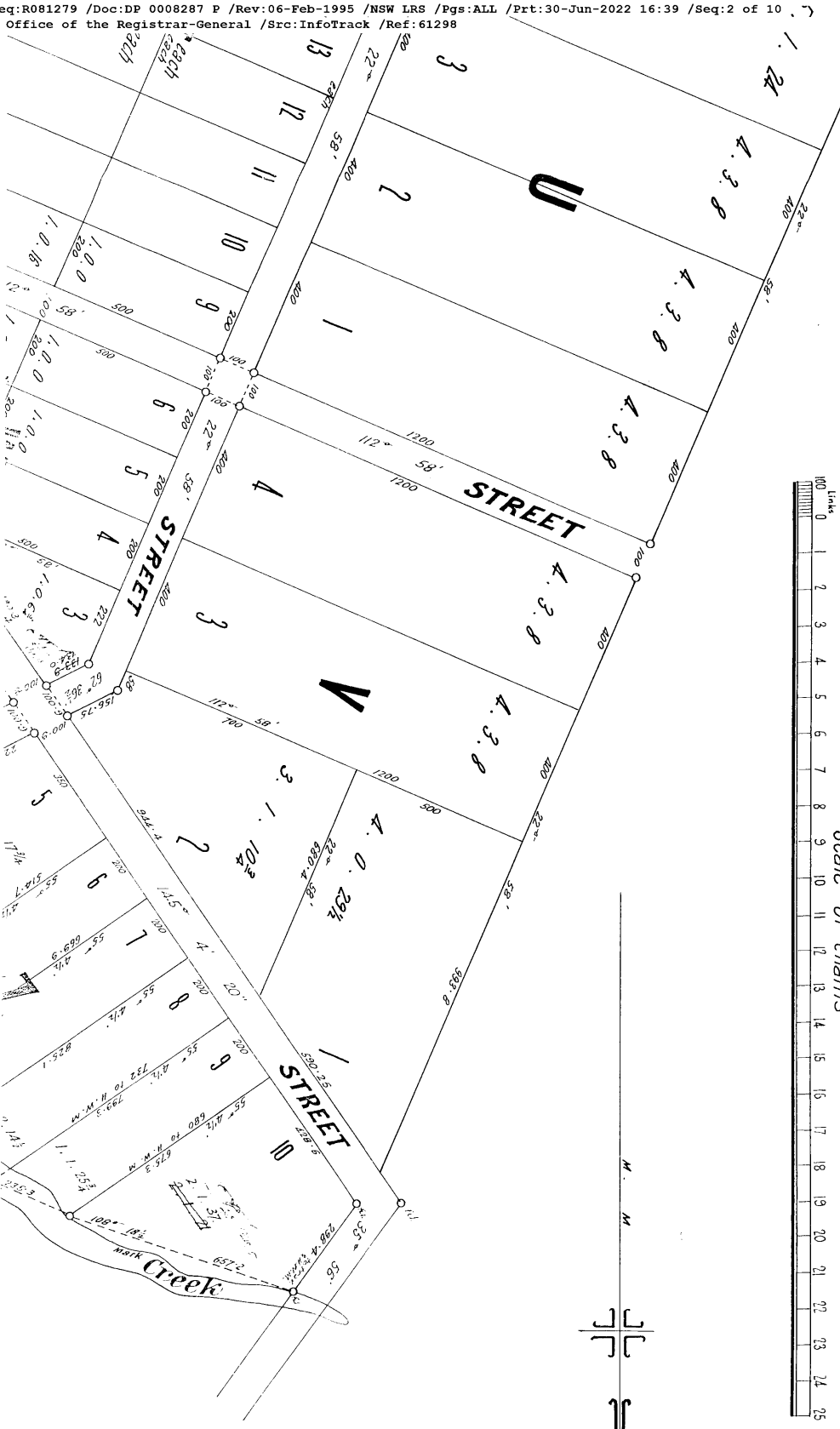
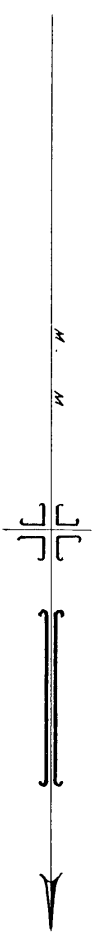
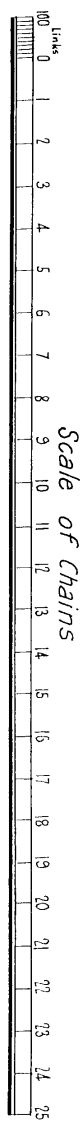
**-PLAN OF- DP 8287 SHEET 2/2**

**PINDIMAR TOWNSHIP SUBDIVISION**

Certificate of Title Volume 2444 Folio 27

**-PORT STEPHENS-**  
— Stroud Shire —

*Parrish of Cowambah County of Gloucester*



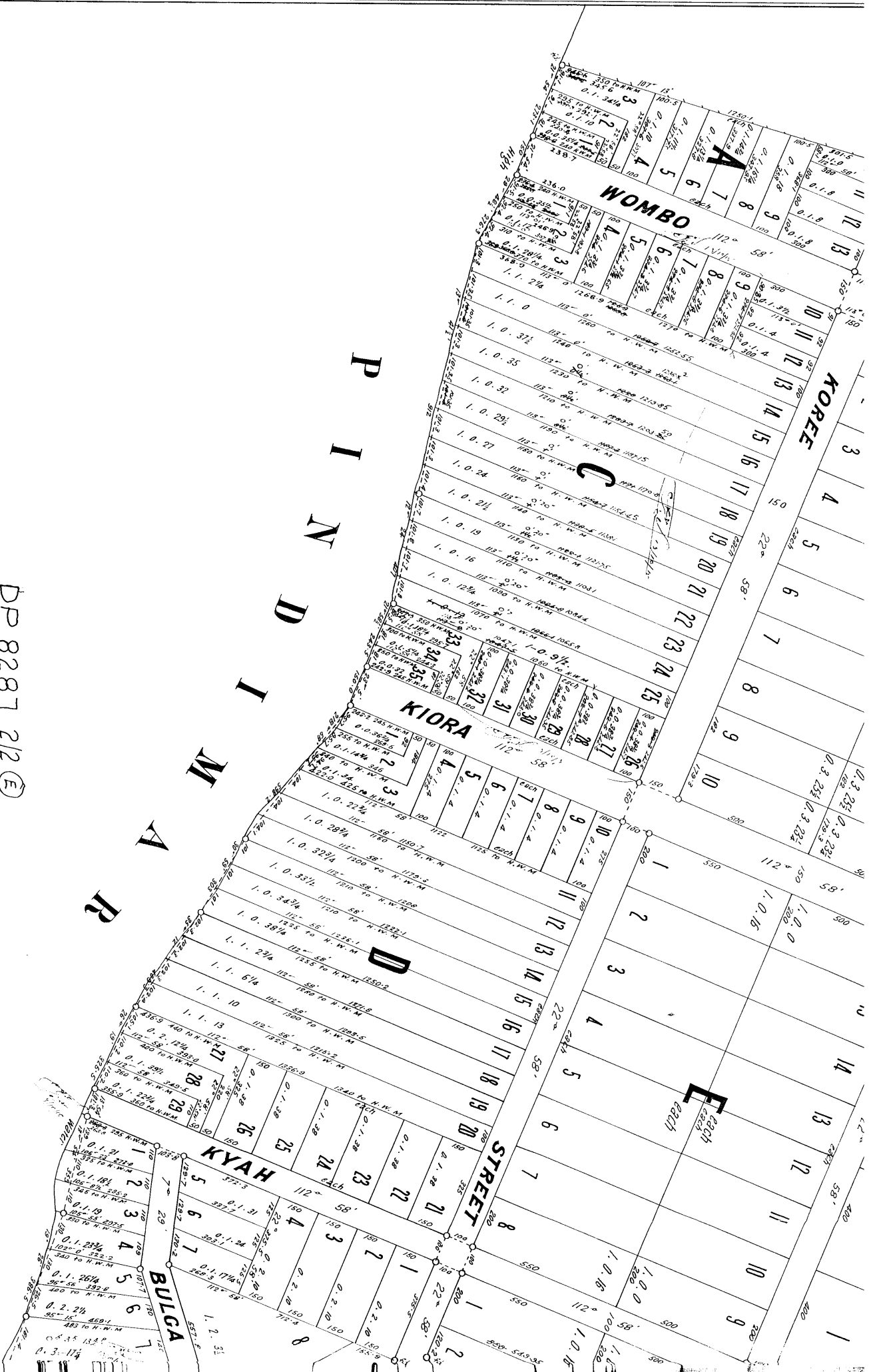


DP 8287 2/2 (E)

Licensed Surveyor  
Date of Survey

Azimuth taken from A-B bore 57

DP 8287 2/2 (E)



Airphoto taken from A-B Korea St

DP 8287 1/2E

P I N D I M A R

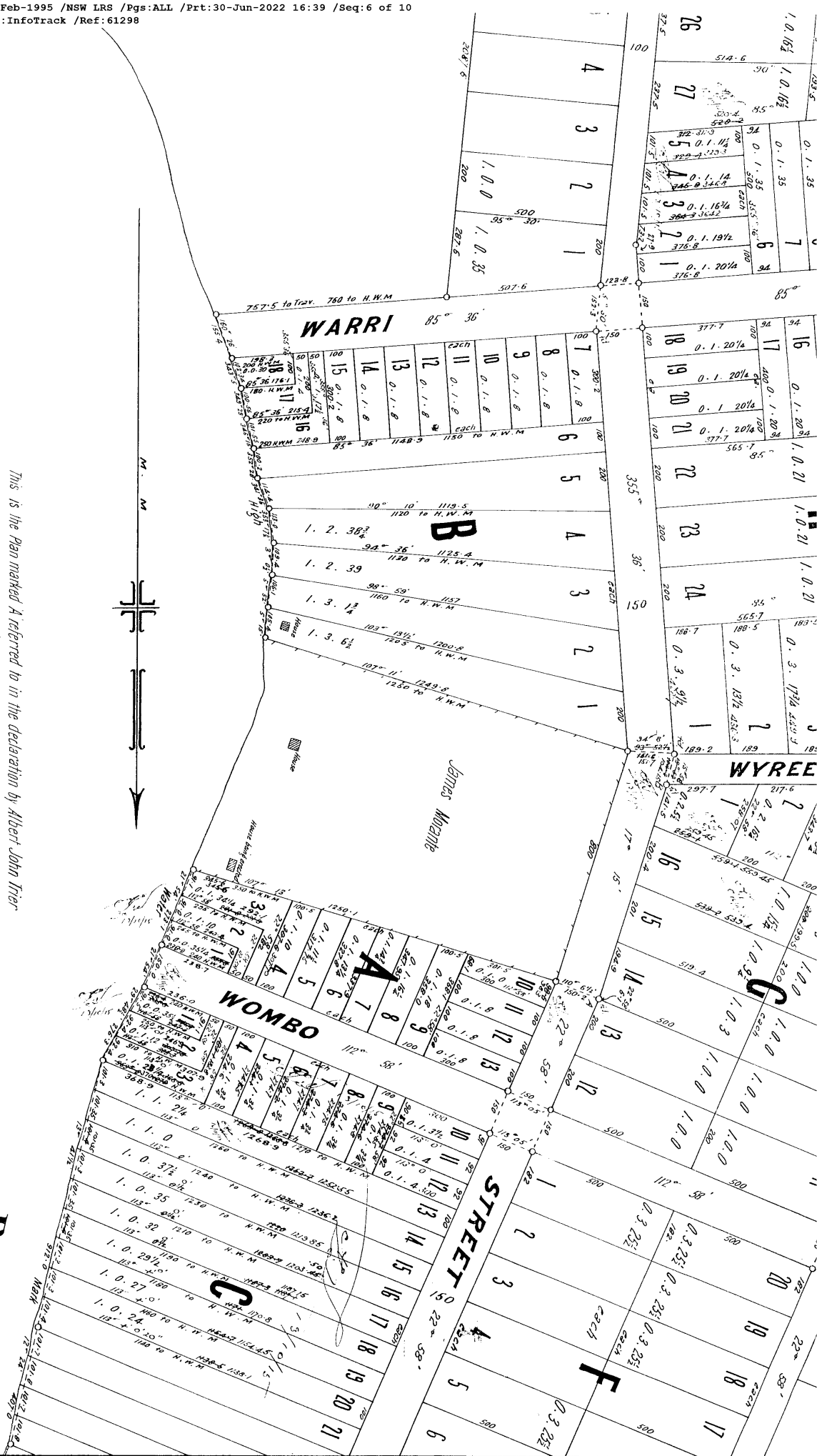
RESERVED



This is the plan marked A referred to in the declaration by Albert John Trier made before me this 25<sup>th</sup> day of May, 1915.

B  
A  
Y

Licensed Surveyor  
Date of Survey December, 1913.







DP 8287 SHEET 1/2

A

A178226 26.5.15 Sheet.1.

**—PLAN OF—** DP 8287 1/2 **Ⓔ**  
**PINDIMAR TOWNSHIP SUBDIVISION**

Certificate of Title Volume 2444 Folio 27

**—PORT STEPHENS—**  
**—Stroud Shire—**

*Parish of Cowambah County of Gloucester*

Scale of Chains



CONVERSION TABLE ADDED IN  
REGISTRAR GENERAL'S DEPARTMENT

LINKS	SH	2/2	CONTO
1.5	0.3		
5	1.005		
6	1.205		
9.1	1.805		
15	3.015		
16	3.615		
20	4.025		
22.4	4.505		
27.4	5.31		
34.6	5.76		
35	5.82		
50.3	10.06		
58	10.24		
60.7	11.67		
65.2	12.07		
65.2	12.15		
68.1	13.48		
69.1	13.7		
71.6	14.445		
76.5	15.39		
80.7	16.335		
81	16.935		
81.5	17.535		
89	18.935		
10.05	22.2		
11	22.4		
31.1	62.47		
32.3	63.27		
33.5	64.07		
35.3	65.27		
36.5	66.47		
38.3	68.67		
39.4	69.87		
41.5	72.07		
42.7	73.27		
44.6	75.47		
45.7	76.67		
47.4	78.87		
48.5	80.07		
50.3	82.27		
51.5	83.47		
52.7	84.67		
54.6	86.87		
55.7	88.07		
57.4	90.27		
58.5	91.47		
60.3	93.67		
61.5	94.87		
63.3	97.07		
64.6	98.27		
66.5	100.47		
67.7	101.67		
69.4	103.87		
70.5	105.07		
72.3	107.27		
73.5	108.47		
75.3	110.67		
76.5	111.87		
78.3	114.07		
79.4	115.27		
81.5	117.47		
82.7	118.67		
84.6	120.87		
85.7	122.07		
87.4	124.27		
88.5	125.47		
90.3	127.67		
91.5	128.87		
93.3	131.07		
94.6	132.27		
96.5	134.47		
97.7	135.67		
99.4	137.87		
100.5	139.07		
101.9	141.27		
103.2	143.47		
104.3	144.67		
106.5	146.87		
107.7	148.07		
109	150.27		
110.2	151.47		
111.8	153.67		
113.5	155.87		
114.7	157.07		
116.5	159.27		
117.7	160.47		
119.4	162.67		
120.5	163.87		
122.3	166.07		
123.5	167.27		
125.3	169.47		
126.5	170.67		
128.3	172.87		
129.4	174.07		
131.5	176.27		
132.7	177.47		
134.6	179.67		
135.7	180.87		
137.4	183.07		
138.5	184.27		
140.3	186.47		
141.5	187.67		
143.3	189.87		
144.6	191.07		
146.5	193.27		
147.7	194.47		
149.4	196.67		
150.5	197.87		
152.3	200.07		
153.5	201.27		

CONVERSION TABLE ADDED IN  
REGISTRAR GENERAL'S DEPARTMENT

OP 0207	SH	2/2	CONTO
LINKS			METRES
151.6			30.495
152.6			30.7
153.8			31.34
155.9			31.76
156.75			31.925
160			32.185
162			32.59
166			33.395
167			33.595
175			35.205
179.3			36.07
181.4			36.49
182.8			36.81
184.9			37.175
189.5			37.915
192.5			38.135
193.5			38.425
200.4			40.335
201.5			40.535
201.6			40.555
203.4			40.915
220			42.255
222			42.66
222.4			42.74
224.4			43.06
230			46.27
230.5			46.427
233.3			46.835
236			47.145
236.6			47.395
240			47.75
242.2			48.02
243.2			48.28
243.6			48.55
244.7			48.735
245			48.825
245.3			48.825
246.185			48.845
246.855			48.855
248.955			48.865
249.5			48.875
249.8			48.885
250.3			48.895
250.6			48.905
250.9			48.915
251.2			48.925
251.5			48.935
251.8			48.945
252.1			48.955
252.4			48.965
252.7			48.975
253.0			48.985
253.3			48.995
253.6			49.005
253.9			49.015
254.2			49.025
254.5			49.035
254.8			49.045
255.1			49.055
255.4			49.065
255.7			49.075
256.0			49.085
256.3			49.095
256.6			49.105
256.9			49.115
257.2			49.125
257.5			49.135
257.8			49.145
258.1			49.155
258.4			49.165
258.7			49.175
259.0			49.185
259.3			49.195
259.6			49.205
259.9			49.215
260.2			49.225
260.5			49.235
260.8			49.245
261.1			49.255
261.4			49.265
261.7			49.275
262.0			49.285
262.3			49.295
262.6			49.305
262.9			49.315
263.2			49.325
263.5			49.335
263.8			49.345
264.1			49.355
264.4			49.365
264.7			49.375
265.0			49.385
265.3			49.395
265.6			49.405
265.9			49.415
266.2			49.425
266.5			49.435
266.8			49.445
267.1			49.455
267.4			49.465
267.7			49.475
268.0			49.485
268.3			49.495
268.6			49.505
268.9			49.515
269.2			49.525
269.5			49.535
269.8			49.545
270.1			49.555
270.4			49.565
270.7			49.575
271.0			49.585
271.3			49.595
271.6			49.605
271.9			49.615
272.2			49.625
272.5			49.635
272.8			49.645
273.1			49.655
273.4			49.665
273.7			49.675
274.0			49.685
274.3			49.695
274.6			49.705
274.9			49.715
275.2			49.725
275.5			49.735
275.8			49.745
276.1			49.755
276.4			49.765
276.7			49.775
277.0			49.785
277.3			49.795
277.6			49.805
277.9			49.815
278.2			49.825
278.5			49.835
278.8			49.845
279.1			49.855
279.4			49.865
279.7			49.875
280.0			49.885
280.3			49.895
280.6			49.905
280.9			49.915
281.2			49.925
281.5			49.935
281.8			49.945
282.1			49.955
282.4			49.965
282.7			49.975
283.0			49.985
283.3			49.995
283.6			50.005
283.9			50.015
284.2			50.025
284.5			50.035
284.8			50.045
285.1			50.055
285.4			50.065
285.7			50.075
286.0			50.085
286.3			50.095
286.6			50.105
286.9			50.115
287.2			50.125
287.5			50.135
287.8			50.145
288.1			50.155
288.4			50.165
288.7			50.175
289.0			50.185
289.3			50.195
289.6			50.205
289.9			50.215
290.2			50.225
290.5			50.235
290.8			50.245
291.1			50.255
291.4			50.265
291.7			50.275
292.0			50.285
292.3			50.295
292.6			50.305
292.9			50.315
293.2			50.325
293.5			50.335
293.8			50.345
294.1			50.355
294.4			50.365
294.7			50.375
295.0			50.385
295.3			50.395
295.6			50.405
295.9			50.415
296.2			50.425
296.5			50.435
296.8			50.445
297.1			50.455
297.4			50.465
297.7			50.475
298.0			50.485
298.3			50.495
298.6			50.505
298.9			50.515
299.2			50.525
299.5			50.535
299.8			50.545
300.1			50.555
300.4			50.565
300.7			50.575
301.0			50.585
301.3			50.595
301.6			50.605
301.9			50.615
302.2			50.625
302.5			50.635
302.8			50.645
303.1			50.655
303.4			50.665
303.7			50.675
304.0			50.685
304.3			50.695
304.6			50.705
304.9			50.715
305.2			50.725
305.5			50.735
305.8			50.745
306.1			50.755
306.4			50.765
306.7			50.775
307.0			50.785
307.3			50.795
307.6			50.805
307.9			50.815
308.2			50.825
308.5			50.835
308.8			50.845
309.1			50.855
309.4			50.865
309.7			50.875
310.0			50.885
310.3			50.895
310.6			50.905
310.9			50.915
311.2			50.925
311.5			50.935
311.8			50.945
312.1			50.955
312.4			50.965
312.7			50.975
313.0			50.985
313.3			50.995
313.6			51.005
313.9			51.015
314.2			51.025
314.5			51.035
314.8			51.045
315.1			51.055
315.4			51.065
315.7			51.075
316.0			51.085
316.3			51.095
316.6			51.105
316.9			51.115
317.2			51.125
317.5			51.135
317.8			51.145
318.1			51.155
318.4			51.165
318.7			51.175
319.0			51.185
319.3			51.195
319.6			51.205
319.9			51.215
320.2			51.225
320.5			51.235
320.8			51.245
321.1			51.255
321.4			51.265
321.7			51.275
322.0			51.285

DP 2287	SH 1/2	METRES
LINKS		
0.02	0.005	
2.75	0.855	
5.99	1.805	
6.1	1.825	
6.36	1.828	
6.5	1.805	
9.5	1.91	
10	2.01	
11.6	2.33	
12	2.55	
12.89	2.55	
13.8	2.775	
18.7	5.68	
20	3.76	
22	4.025	
27.9	4.425	
27.9	5.61	
36	6.035	
37.09	7.24	
36	7.46	
36.5	7.89	
48.9	10.26	
30	10.36	
21.6	10.45	
54.4	10.98	
55.3	11.32	
55.2	11.91	
59	11.91	
60	12.07	
61.5	12.37	
65.6	12.85	
68.1	13.7	
72.2	14.22	
72.2	14.42	
77.1	15.85	
79.3	16.09	
88	16.94	
89	17.50	
91	18.30	
91.1	18.32	
91.5	18.40	
92	18.50	
92.4	18.95	
93.1	19.72	
93.2	18.74	
94	18.33	
96	19.77	
96.3	20.11	
100.1	20.11	
100.2	20.11	
100.3	20.11	
100.5	20.21	
100.5	20.21	
100.56	20.23	
101	20.33	
101.35	20.33	
101.35	20.33	
101.36	20.4	
101.5	20.4	
101.5	20.4	
101.9	20.4	
101.6	20.5	
103.34	20.5	
103.5	20.7	
103.7	20.6	
103.9	20.9	
103.9	21.1	
105.1	21.5	
105.4	21.5	
106.1	21.5	
108.8	22.1	
109.4	22.1	
111.8	22.1	
112.8	22.1	
113	22.1	

OP	6267	SH	1/2	CONTO	METRES	LINKS
					23.015	114.4
					23.025	115.4
					23.035	116.44
					23.044	120
					23.054	120.2
					23.064	123.6
					23.074	124.8
					23.084	124.8
					23.094	124.8
					23.104	124.8
					23.114	124.8
					23.124	124.8
					23.134	124.8
					23.145	124.9
					23.157	127.6
					23.167	137.6
					23.176	138.9
					23.185	133.5
					23.195	140.1
					23.205	140.1
					23.215	141.5
					23.225	149
					23.235	149
					23.245	150
					23.255	150.2
					23.265	150.2
					23.275	150.2
					23.285	150.2
					23.295	150.2
					23.305	150.2
					23.315	150.2
					23.325	150.2
					23.335	150.2
					23.345	150.2
					23.355	150.2
					23.365	150.2
					23.375	150.2
					23.385	150.2
					23.395	150.2
					23.405	150.2
					23.415	150.2
					23.425	150.2
					23.435	150.2
					23.445	150.2
					23.455	150.2
					23.465	150.2
					23.475	150.2
					23.485	150.2
					23.495	150.2
					23.505	150.2
					23.515	150.2
					23.525	150.2
					23.535	150.2
					23.545	150.2
					23.555	150.2
					23.565	150.2
					23.575	150.2
					23.585	150.2
					23.595	150.2
					23.605	150.2
					23.615	150.2
					23.625	150.2
					23.635	150.2
					23.645	150.2
					23.655	150.2
					23.665	150.2
					23.675	150.2
					23.685	150.2
					23.695	150.2
					23.705	150.2
					23.715	150.2
					23.725	150.2
					23.735	150.2
					23.745	150.2
					23.755	150.2
					23.765	150.2
					23.775	150.2
					23.785	150.2
					23.795	150.2
					23.805	150.2
					23.815	150.2
					23.825	150.2
					23.835	150.2
					23.845	150.2
					23.855	150.2
					23.865	150.2
					23.875	150.2
					23.885	150.2
					23.895	150.2
					23.905	150.2
					23.915	150.2
					23.925	150.2
					23.935	150.2
					23.945	150.2
					23.955	150.2
					23.965	150.2
					23.975	150.2
					23.985	150.2
					23.995	150.2
					24.005	150.2
					24.015	150.2
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					24.195	150.2
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					24.215	150.2
					24.225	150.2
					24.235	150.2
					24.245	150.2
					24.255	150.2
					24.265	150.2
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					24.595	150.2
					24.605	150.2
					24.615	150.2
					24.625	150.2
					24.635	150.2
					24.645	150.2
					24.655	150.2
					24.665	150.2
					24.675	150.2
					24.685	150.2
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					24.705	150.2
					24.715	150.2
					24.725	150.2
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					24.745	150.2
					24.755	150.2
					24.765	150.2
					24.775	150.2
					24.785	150.2
					24.795	150.2
					24.805	150.2
					24.815	150.2
					24.825	150.2
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					24.845	150.2
					24.855	150.2
					24.865	150.2
					24.875	150.2
					24.885	150.2
					24.895	150.2
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					24.915	150.2
					24.925	150.2
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					24.945	150.2
					24.955	150.2
					24.965	150.2
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					24.985	150.2
					24.995	150.2
					25.005	150.2
					25.015	150.2
					25.025	150.2
					25.035	150.2
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					25.065	150.2
					25.075	150.2
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					25.295	150.2
					25.305	150.2
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					25.345	150.2
					25.355	150.2
					25.365	150.2
					25.375	150.2
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					25.395	150.2
					25.405	150.2
					25.415	150.2
					25.425	150.2
					25.435	150.2
					25.445	150.2
					25.455	150.2
					25.465	150.2
					25.475	150.2
					25.485	150.2
					25.495	150.2
					25.505	150.2
					25.515	150.2
					25.525	150.2
					25.535	150.2
					25.545	150.2
					25.555	150.2
					25.565	150.2
					25.575	150.2
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					25.595	150.2
					25.605	150.2
					25.615	150.2
					25.625	150.2
					25.635	150.2
					25.645	150.2
					25.655	150.2
					25.665	150.2
					25.675	150.2
					25.685	150.2
					25.695	150.2
					25.705	150.2
					25.715	150.2
					25.725	150.2
					25.735	150.2
					25.745	150.2

DP	8267	SH	1/2 CONT	LINKS	METRES
	374.5			55.22	
	374.7			55.26	
	374.5			55.27	
	274.6			55.28	
	274.5			55.29	
	276.5			55.68	
	287.6			57.06	
	293.1			58.76	
	299			59.34	
	299.1			59.36	
	297.7			59.47	
	300.2			60.23	
	301.5			61.99	
	307.9			61.94	
	310			62.56	
	311.9			62.74	
	312.3			62.82	
	312.5			62.91	
	315.1			63.39	
	317.79			63.92	
	324.1			65.2	
	326			65.38	
	327.6			65.94	
	328			65.94	
	329.3			65.94	
	331.1			66.30	
	337.9			67.87	
	342.7			67.87	
	345.6			68.68	
	346.8			69.14	
	347.95			69.52	
	349.5			69.76	
	350		70		
	350.8		70.11		
	352.1		70.31		
	354.7		70.57		
	355.4		71.33		
	355.5		71.5		
	356.1		71.59		
	356.7		71.9		
	357.4		72.1		
	358.7		72.3		
	359.4		72.31		
	359.45		72.31		
	360		72.4		
	362		72.62		
	364.2		73.2		
	365		73.4		
	367.6		73.99		
	368.1		74.0		
	370		74.4		
	370.9		74.6		
	372.9		75.0		
	373.5		75.1		
	374.5		75.4		
	375.4		75.5		
	376.8		75.6		
	377.7		75.9		
	380		76.4		
	382.5		76.9		
	387.8		78.0		
	390		78.4		
	390.5		78.5		
	392.8		79.0		
	393		79.0		
	395		79.4		
	399.5		80.0		
	400		80.0		
	400.7		80.0		
	401.7		80.0		
	401.8		80.0		

LINKS	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600
10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200	210	220	230	240	250	260	270	280	290	300	310	320	330	340	350	360	370	380	390	400	410	420	430	440	450	460	470	480	490	500	510	520	530	540	550	560	570	580	590	600	610	620	630	640	650	660	670	680	690	700	710	720	730	740	750	760	770	780	790	800																																																																																																																			

AC	RD	P	S
1	3	3/4	11
1	4		12
1	8		12
1	10	1/2	12
1	11	1/2	13
1	12		13
1	13	1/4	13
1	14		13
1	14	3/4	13
1	16	1/2	13
1	17	1/2	14
1	17	1/2	14
1	16		14
1	19	1/2	14
1	19	3/4	14
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1	22	3/4	15
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1	26	1/4	15
1	28	1/4	15
1	35	1/4	15
2	1	1/4	20
2	1	1/4	20
2	7		20
2	16	1/4	28
2	29	3/4	27
2	32	1/2	28
2	34	1/2	28
3	3	1/2	31
3	3	1/2	31
3	7	1/2	33
3	8		33
3	9	1/2	33
3	13	1/2	33
3	13	1/2	33
3	19	3/4	33
3	21	1/4	33
3	25	1/2	33
3	25	1/2	33
3	25	3/4	33
3	29	3/4	37
3	39	1/2	40
3	-		40
1	1		40
1	1		40
1	2	1/2	40
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1	4		41
1	4	1/4	41
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1	6		42
1	8	1/4	42
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1	11	3/4	42
1	11	3/4	42
1	16	1/4	44
1	16	1/2	44
1	16	1/2	44
1	20		45
1	21		45
1	21	1/2	45
1	24		46
1	24	1/2	46
1	25	3/4	46
1	27		47
1	29	1/2	47
1	31	1/2	48
1	32	1/4	48
1	33	1/2	48
1	33	3/4	48
1	34		49
1	34	1/2	49

[illegible]

AC	RO	P	S
1	-	35	497
1	-	37	499
1	-	39	501
1	1	-	503
1	1	1/2	505
1	1	1/2	507
1	1	2	511
1	1	1/4	513
1	1	1/4	515
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1	1	1/4	519
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1	1	1/4	529
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1	1	1/4	723
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1	1	1/4	727
1	1	1/4	729
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1	1	1/4	733
1	1	1/4	735
1	1	1/4	737
1	1	1/4	739
1	1	1/4	741
1	1	1/4	743



No 1605 Book 862 Conveyance

New South Wales Stamp  
Duty £23.10/- 8.8.1908

This Indenture made the <sup>in the year of our Lord</sup> ~~which~~ day of July, ~~one thousand and~~ <sup>and</sup> eight  
Between The Australian Agricultural Company, of the one part, and Henry Alfred  
Mitchell Merewether of Camaratta in the State of New South Wales Grazier hereinafter  
styled the said purchaser of the other part Whereas the said purchaser has entered into  
with the said Australian Agricultural Company for the purchase of the Ten thousand  
and four hundred acres (10,400 acs) more or less the agreed area of land hereinafter  
described upon the terms and subject to the covenants and conditions hereinafter  
mentioned Now this indenture witnesseth that in consideration of the Covenant on  
the part of the said purchaser hereinafter contained and of the sum of Four thousand  
Six hundred and eighty pounds (£4,680.0.0) Sterling paid by the said purchaser  
to the said Australian Agricultural Company at or immediately before the execution  
of these presents the receipt whereof is hereby acknowledged They the said Australian  
Agricultural Company do hereby grant and release unto the said purchaser and  
his heirs and assigns All that site or parcel of land of the Australian Agricultural  
Company being Lots 50, 51, 52 and 53 Parish of Cowcumbah in the said County of  
Richmond Port Stephens Estate in the County of Gloucester and situated at  
at a point on the south side of the public road from Samsons Point to Cowcumbah  
bearing south forty four degrees thirty minutes West (S 44° 30' W) one chain and six  
tenths of a link (100.6) from the one mile stake upon said public road and bearing  
thence South by high water mark of the right bank of Hore Hore Creek thence by high  
water mark of Hore Hore Creek thence by a line from the north east corner of lot 511  
thence by a line from the north east corner of lot 511 bearing westerly to the north east corner of lot 511  
thence by the north boundary line of lot 511 bearing westerly to the north west corner of that lot thence by the west boundary line of lot 511, 512  
and 512 bearing southerly to the south west corner of lot 512 thence by the south boundary  
line of lot 512 bearing southerly to high water mark of Hore Hore Creek and of Port Stephens and then  
bearing southerly and westerly to high water mark of the eastern side of North Arm Bay bearing northerly  
to a point westerly from the south west corner of lot 1 Parish of Cowcumbah thence  
by a line bearing easterly to the south west corner of lot 1 aforesaid thence by the  
southern and eastern boundary lines of lot 1 aforesaid bearing respectively easterly and  
northerly to the north east corner of lot 1 aforesaid thence by the northern boundary  
line of lot 1 aforesaid and its prolongation bearing westerly to high water mark of  
North Arm Bay thence by high water mark of North Arm Bay and a high water  
mark of Bundaburgh Creek bearing northerly to the south side of the public road  
from Samsons Point to Cowcumbah and thence by the southern side of the public road  
from Samsons Point to Cowcumbah bearing easterly to the point of Commencement  
Exclusive of a private road one chain wide giving access to lot 511 and 512, ex-  
clusive of a second private road one chain wide giving access to lot 1 and which  
private roads are delineated in the diagram drawn hereon by dotted lines  
And which pieces of land are more fully described and delineated in the Plan drawn  
hereon and colored by red edging to hold unto and to the use of the said purchaser  
his heirs and assigns for ever having and reserving nevertheless unto the said  
Australian Agricultural Company their successors and assigns all mines and  
minerals lying and being in and under the land hereby conveyed or intended  
to be conveyed and these presents are upon this express condition and  
the said purchaser doth hereby for himself his heirs and assigns covenant with  
the said Australian Agricultural Company their successors and assigns that he  
the said purchaser his heirs or assigns shall at his or their own cost and expense build  
a good substantial hardwood fence of not less than two split rails or of his own  
such other fence as is sufficient to prevent stock from straying on or across the  
said land the aforesaid fence shall be four hundred acres (10,400 acs) more or less  
the agreed area of land hereby conveyed and great care shall be taken to see that  
such fence is well maintained and necessary to prevent stock from straying on or across the said land  
And if such fence or additional fence shall not be erected within the time hereinbefore  
stated and well maintained the vendors or their assigns the sum of Five hundred and  
twenty pounds (£520) for each month after a period of six months during  
which the land may remain unfenced after notice from the vendors calling  
on him to fence in the manner aforesaid and by way of liquidated damages and  
not as a penalty and shall not be waivable until the land is so enclosed  
and fenced in accordance with the property of the vendors or assigns of  
their covenants

In witness whereof the said Australian Agricultural Company  
have to these presents caused  
their Common Seal to be affixed  
and the said purchaser has set  
his hand and seal the day and  
year first above written

Henry Alfred Merewether

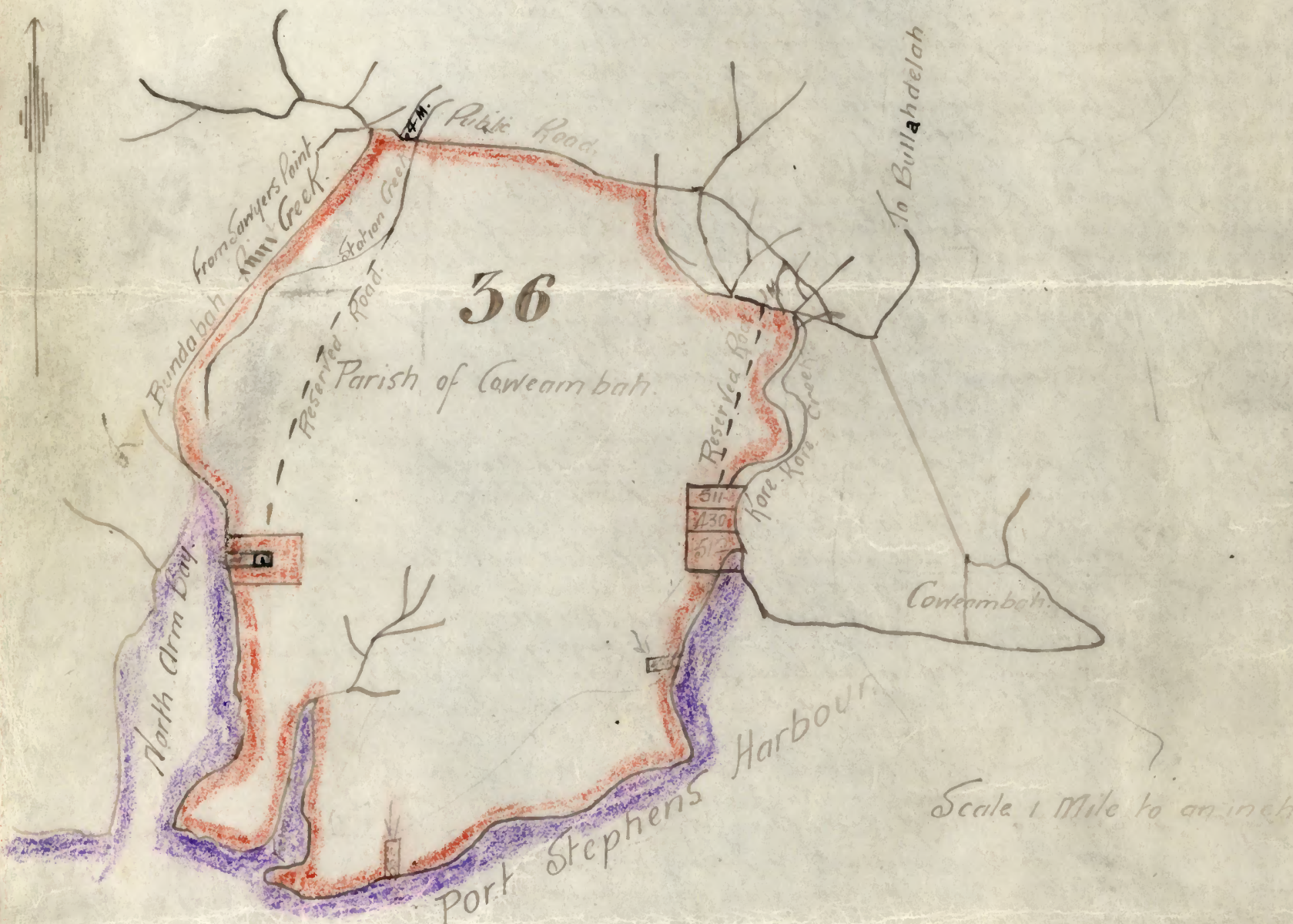


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The Seal of the Australian Agricultural Company was here to Affixed by Frederick Livingstone Learmonth and Charles Mark Randland and the Attorneys of the said Company (Sgd) F Livingstone Learmonth  
duly constituted by Deeds Poll bearing date respectively the 1<sup>st</sup> day of February 1905, (Sgd) Chas M Randland  
and the 20<sup>th</sup> day of February A.D. 1907 in the presence of  
(Sgd) John D Ross

Signed Sealed and delivered by  
the said Henry Alfred Chitchell } Henry A.M. Mowbray  
Mowbray in the presence of  
Ormond G. Brown  
Sdr Sydney

Plan



### Statutory Declaration.

We <sup>Livingstone</sup> Frederick Learmonth and Charles Mark Randland both of Newcastle in the State of New South Wales Commonwealth of Australia General Superintendent and Chief Clerk of the Australian Agricultural Company respectively do severally hereby solemnly and sincerely declare that  
1. We are the Attorneys acting under Deed Poll or Letter of Attorney dated the ninth day of February one thousand nine hundred and five under the Common Seal of the said Australian Agricultural Company Registered at Sydney Number 4914 Book 771 and a Supplemental Power dated the twenty eighth day of February one thousand nine hundred and seven Number 704 Book 825.



2. We have not received any notice of the revocation of the said Deeds Poll or Letters of Attorney, nor have we by any act or deed determined any of the powers granted to us by the said Deeds Poll or Letters of Attorney.

And we make this solemn declaration, conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act 1900.

Subscribed and declared by the said  
Frederick Livingstone Learmonth  
at Warrack this twenty fifth day of July  
1908 Before me

J. Livingstone Learmonth

Geo Fairbairn J.P.  
Subscribed and declared by the said  
Charles Mark Raneland at Newcastle  
this 24<sup>th</sup> day of July 1908 Before me

Chas M. Raneland

W. Bromley Green J.P.

New South Wales  
to Wit.

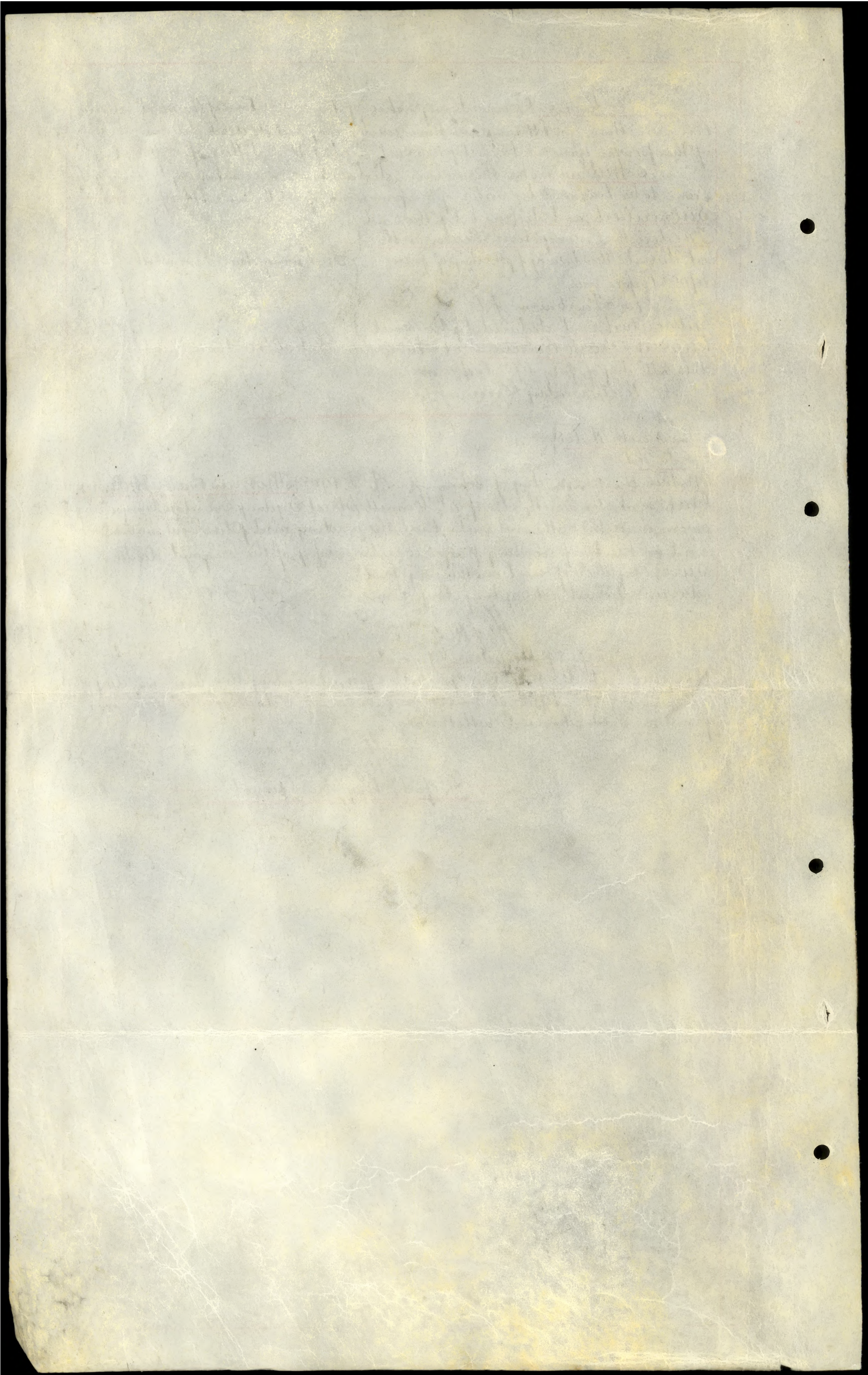
On this thirteenth day of August A. D. 1908 Thomas Bartlett King  
Clerk to Norton Smith & Co of 2 O'Connell Street Sydney Solicitors being duly  
sworn, maketh oath and saith that the writing and plan contained above  
and on the two preceding pages is a true copy of the original deed.  
Sworn by the Deponent on the day first  
abovementioned, at Sydney Before me

T. B. King

Deputy Registrar General  
Received into the Registrar General's Office, at Sydney this thirteenth day of  
August A. D. 1908, at 3 mts to twelve O'clock in the fore noon  
from the said Thomas Bartlett King.

Deputy Registrar General.







## **PLANNING CERTIFICATE**

Information provided pursuant to SCHEDULE 2 of the  
Environment Planning and Assessment Regulation 2021

**APPLICANT:** Infotrack Pty Ltd  
8/135 King Street  
SYDNEY NSW 2000

**Certificate No:** PC2024/3923

**Certificate Date:** 04/11/2024

**Property:** 9-13 Koree Street PINDIMAR NSW 2324

**Title:** Lot 11 Sec O DP 8287

**Land No:** 622048

**Applicant's Ref:** 61298

**IMPORTANT: Please read this certificate carefully.**

The information provided in this certificate relates only to the land described above. If you need information about an adjoining property or nearby land, a separate certificate will be required.

All information provided is correct as at the date above. Please note, it is possible for changes to occur within a short time and we recommend you only rely upon a very recent certificate.

For more information on this Planning Certificate please contact our Customer Experience team on 02 7955 7777.

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Adrian Panuccio  
**GENERAL MANAGER**

## **SECTION 10.7(2)**

The following matters relate to the land, as required by section 10.7(2) of the *Environmental Planning and Assessment Act (1979)* ("the Act") and clause 284 and Schedule 2 of the *Environmental Planning and Assessment Regulation 2021*.

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### **ITEM 1 – Names of relevant planning instruments and Development Control Plans**

- 1. The following environmental planning instruments and development control plans apply to the carrying out of development on the land:**

#### **State Environmental Planning Policies**

State Environmental Planning Policy (Biodiversity and Conservation) 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  
State Environmental Planning Policy (Industry and Employment) 2021  
State Environmental Planning Policy No 65—Design Quality of Residential Apartment Development  
State Environmental Planning Policy (Planning Systems) 2021  
State Environmental Planning Policy (Precincts—Regional) 2021  
State Environmental Planning Policy (Primary Production) 2021  
State Environmental Planning Policy (Resilience and Hazards) 2021  
State Environmental Planning Policy (Resources and Energy) 2021  
State Environmental Planning Policy (Sustainable Buildings) 2022  
State Environmental Planning Policy (Transport and Infrastructure) 2021

Detailed information on the local environmental plans and State Environmental Planning Policies listed in this certificate is available at *NSW Legislation – In force* legislation.

#### **Local Environmental Plans**

Great Lakes Local Environmental Plan 2014

#### **Development Control Plans**

Great Lakes Development Control Plan 2014

2. The following proposed environmental planning instruments and draft development control plans are or have been the subject of community consultation or on public exhibition under the Environmental Planning and Assessment Act 1979, apply to the carrying out of development on the land and:

**a) Draft environmental planning instruments**

**(i) State Environmental Planning Policies**

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 - Amendment (Complying development for farm buildings, rural sheds and earthworks) – exhibition 15/05/2024 to 14/06/2024

Housing State Environmental Planning Policy amendments: Changes to rules associated with In-fill affordable housing, social and affordable housing, group homes and hostels, temporary supportive accommodation, seniors independent living units, boarding houses and seniors housing – exhibition 22/11/2022 to 13/1/2023

**(ii) Planning Proposal for a Local Environmental Plan**

In accordance with section 1(2) of Schedule 2 of the *Environmental Planning and Assessment Regulation 2021*, the following proposed LEP(s) apply to the land. The following LEP has been the subject of community consultation or has been placed on public exhibition:

Draft MidCoast Local Environmental Plan

Detailed information on the draft MidCoast Local Environmental Plan is available on the NSW Government's *Current LEP Proposals* website; or Mid-Coast Council's website.

**b) Draft Development Control Plans**

No draft development control plans apply to the land.

Information on the draft State Environmental Planning Policies listed in this certificate including any Explanation of Intended Effects for proposed State Environmental Planning Policies is available on the Planning NSW website.

Detailed information on draft environmental planning instruments is available at the Planning NSW website or Mid-Coast Council's website.

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**ITEM 2 – Zoning and land use under relevant planning instruments**

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a State Environmental Planning Policy or proposed State Environmental Planning Policies)

**(a)-(b) Zone and Land Use Table from Local Environmental Plan**

**Zone RU2 Rural Landscape - (Great Lakes LEP 2014)**

**1 Objectives of zone**

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.

- To maintain the rural landscape character of the land.
- To provide for a range of compatible land uses, including extensive agriculture.
- To provide for rural tourism in association with the primary industry capability of the land which is based on the rural attributes of the land.
- To secure a future for agriculture in the area by minimising the fragmentation of rural land and loss of potential agricultural productivity.

## 2 Permitted without consent

Extensive agriculture; Home occupations

## 3 Permitted with consent

Agriculture; Airports; Airstrips; Animal boarding or training establishments; Aquaculture; Backpackers' accommodation; Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cellar door premises; Cemeteries; Centre-based child care facilities; Charter and tourism boating facilities; Community facilities; Crematoria; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Extractive industries; Farm buildings; Farm stay accommodation; Flood mitigation works; Forestry; Hazardous storage establishments; Helipads; Heliports; Home-based child care; Home businesses; Hotel or motel accommodation; Industrial training facilities; Industries; Information and education facilities; Jetties; Kiosks; Landscaping material supplies; Marinas; Mooring pens; Moorings; Neighbourhood shops; Offensive storage establishments; Open cut mining; Places of public worship; Plant nurseries; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Restaurants or cafes; Roads; Roadside stalls; Rural industries; Rural supplies; Secondary dwellings; Sewerage systems; Signage; Timber yards; Transport depots; Truck depots; Veterinary hospitals; Water recreation structures; Water supply systems; Wharf or boating facilities

## 4 Prohibited

Any development not specified in item 2 or 3

Detailed information on the land zone mapping is available at the NSW Planning Portal, Spatial Viewer; or Mid-Coast Council's website.

**Note:** Please be advised that waterways move over time. Consequently, if the property is affected by Zone W1 (Natural Waterways) or W2 (Recreational Waterways), or within close proximity to this zone, a surveyor may need to undertake a survey to ascertain the current property boundaries.

### (c) *Additional permitted uses*

No environmental planning instrument applies additional permitted use provisions to this land.

**Note:** Detailed information on the local environmental plan is available at NSW Legislation – Inforce legislation.

**(d) 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 fixed minimum land dimensions.**

A minimum subdivision lot size may apply to this land under clause 4.1 in the abovementioned Local Environmental Plan. The minimum lot size will be specified in the Minimum Lot Size Map which is available on the NSW Planning Portal.

Additional controls may apply to the land that allow an exception to the minimum lot size prescribed under clause 4.1 of the Local Environmental Plan.

**(e) Is the land in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?**

No, the land is not identified in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*.

**(f) Is the land within a conservation area, however described?**

*Note: excluding conservation areas otherwise identified under Item 15 – Property vegetation plans; Item 16 – biodiversity stewardship site; or Item 17 – biodiversity certified land.*

No, the land is not identified as being within a conservation area.

**(g) Is there an item of environmental heritage in a local environmental plan?**

No environmental planning instrument identifies an item of environmental heritage on the land.

**Note:** An item of environmental heritage, namely Aboriginal heritage, listed on the Aboriginal Heritage Information Management System (AHIMS), may be situated on the land. The Department of Planning and Environment, Biodiversity and Conservation Division maintains the AHIMS.

**(a)-(b) Zone and Land Use Table in draft local environmental plan**

In accordance with section 1(2) of Schedule 2 of the *Environmental Planning and Assessment Regulation 2021*, the following proposed LEP(s) apply to the land. The following LEP has been the subject of community consultation or has been placed on public exhibition:

Draft MidCoast LEP 2024

Under the draft MidCoast Local Environmental Plan the following matters apply to the land:

**Draft Zone C4 Environmental Living**

**1 Objectives of zone**

- To provide for low-impact residential development in areas with special ecological, scientific or aesthetic values.
- To ensure that residential development does not have an adverse effect on those values.
- To provide for other types of low-impact development that complement and support residential development and do not have an adverse effect on the special ecological, scientific or aesthetic values of the land.

## 2 Permitted without consent

Environmental protection works; Home businesses; Home occupations

## 3 Permitted with consent

Agritourism; Animal boarding or training establishments; Backpackers' accommodation; Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Cellar door premises; Centre-based childcare facilities; Community facilities; Dual occupancies; Dwelling houses; Eco-tourist facilities; Emergency services facilities; Environmental facilities; Extensive agriculture; Farm buildings; Farm stay accommodation; Flood mitigation works; Function centres; Home-based child care; Home industries; Horticulture; Information and education facilities; Jetties; Oyster aquaculture; Pond-based aquaculture; Recreation facilities (outdoor); Research stations; Respite day care centres; Roads; Roadside stalls; Secondary dwellings; Sewerage systems; Tank-based aquaculture; Water supply systems; Wharf or boating facilities

## 4 Prohibited

Forestry; Industries; Local distribution premises; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3

Detailed information on the land zone mapping is available at the NSW Planning Portal, Spatial Viewer; or Mid-Coast Council's website.

**Note:** Please be advised that waterways move over time. Consequently, if the property is affected by Zone W1 (Natural Waterways) or W2 (Recreational Waterways), or within close proximity to this zone, a surveyor may need to undertake a survey to ascertain the current property boundaries.

**(c) Whether additional permitted uses apply to the land.**

No draft environmental planning instrument applies additional permitted use provisions to this land.

**(d) 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 fixed minimum land dimensions.**

A minimum subdivision lot size may apply to this land under clause 4.1 in the draft MidCoast Local Environmental Plan. The minimum lot size will be specified in the Minimum Lot Size Map which is available on the NSW Planning Portal.

Additional controls may apply to the land that allow an exception to the minimum lot size prescribed under clause 4.1 of the draft MidCoast Local Environmental Plan.

**(e) Is the land in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?**

No, the land is not identified in an area of outstanding biodiversity value under the Biodiversity Conservation Act.

**(f) Is the land within a draft conservation area (however described)?**

*Note: excluding conservation areas otherwise identified under Item 15 – Property vegetation plans; Item 16 – biodiversity stewardship site; or Item 17 – biodiversity certified land.*

No planning proposal for a local environmental plan includes the land in a draft conservation area.

**(g) Is there a draft item of environmental heritage in a planning proposal for a local environmental plan?**

No planning proposal for a local environmental plan includes a draft item of environmental heritage on the land.

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### ITEM 3 – Contributions plans

**(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.**

Great Lakes - Tea Gardens District Contributions Plan 2015  
Great Lakes Wide Contributions Plan 2015

No draft contribution plans apply to the land.

**(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.**

No, the land is not in a special contributions area.

**Note:** In addition to the above developer contribution plans, Development Servicing Plans for water and sewer connection may be applicable, attracting additional contributions for the development, particularly where development will connect to water and/or sewer services.

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### ITEM 4 – Complying Development

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

The following Complying Development Codes **may** allow complying development to be carried out on land in the following land uses zones:

- Complying Development under **(Part 3) Housing Code** may be carried out on land within the following zones: R1 General Residential; R2 Low Density Residential; R3 Medium Density Residential; R4 High Density Residential; RU5 Village.
- Complying Development under **(Part 3A) Rural Housing Code** may be carried out on land within the following zones: R5 Large Lot Residential; RU1 Primary Production; RU2 Rural Landscape; RU3 Forestry; RU4 Primary Production Small Lots; RU6 Transition.
- Complying Development under **(Part 3B) Low Rise Housing Diversity code** may be carried out on land within the following zones: R1 General Residential; R2 Low Density Residential; R3 Medium Density Residential; RU5 Village.

- Complying Development under **(Part 3C) Greenfield Housing Code** may be carried out on land within the following zones: R1 General Residential; R2 Low Density Residential; R3 Medium Density Residential; R4 High Density Residential; RU5 Village.
- Complying Development under **(Part 3D) Inland Code** does not apply to land within the Mid-Coast local government area.
- Complying Development under **(Part 4) Housing Alterations Code** may be carried out on land within any zone.
- Complying Development under **(Part 4A) General Development Code** may be carried out on land within any zone.
- Complying Development under **(Part 5) Industrial and Business Alterations Code** may be carried out on land within any zone.
- Complying Development under **(Part 5A) Industrial and Business Buildings Code** may be carried out on land within the following zones: E1 Local Centre; E2 Commercial Centre; E3 Productivity Support; E4 General Industrial; E5 Heavy Industrial; MU1 Mixed Use; W4 Working Waterfront; SP3 Tourist.
- Complying Development under **(Part 5B) Container Recycling Facilities Code** may be carried out on land within the following zones: E1 Local Centre; E2 Commercial Centre; E3 Productivity Support; E4 General Industrial; E5 Heavy Industrial; MU1 Mixed Use; W4 Working Waterfront; SP3 Tourist.
- Complying Development under **(Part 6) Subdivisions Code** may be carried out on land within any zone.
- Complying Development under **(Part 7) Demolition Code** may be carried out on land within any zone.
- Complying Development under **(Part 8) Fire Safety Code** may be carried out on land within any zone.
- Complying Development under **(Part 9) Agritourism and Farm Stay Accommodation Code** may be carried out on land within the following zones: RU1 Primary Production; RU2 Rural Landscape; RU4 Primary Production Small Lots.

***(2) The complying development may not be carried out on the land because of the following provisions of Clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the Policy.***

The land is identified in whole or part as 1.17A(1)(e) within an environmentally sensitive area (c), land identified as coastal wetlands on the Coastal Wetlands and Littoral Rainforest Area map (within the meaning of State Environmental Planning Policy (Coastal Management) 2018, or (f) land within 100 metres of land to which paragraph (c), (d) or (e) applies, therefore Complying Development under the following Complying Development Codes may not be undertaken on the land:

(Part 3) Housing Code  
 (Part 3A) Rural Housing Code  
 (Part 3B) Low Rise Housing Diversity Code  
 (Part 3C) Greenfield Housing Code  
 (Part 4) Housing Alterations Code  
 (Part 4A) General Development Code



(Part 5) Industrial and Business Alterations Code  
(Part 5A) Industrial and Business Buildings Code  
(Part 5B) Container Recycling Facilities Code  
(Part 6) Subdivisions Code  
(Part 7) Demolition Code  
(Part 8) Fire Safety Code  
(Part 9) Agritourism and Farm Stay Accommodation Code

**Note:** This information needs to be read in conjunction with the whole of the State Environment Planning Policy. If an identification, restriction or characteristic of land referred to above is not located on or does not comprise, the whole of the relevant land, complying development may be carried out on any part of the land not so identified, restricted or characterised.

**Note:** Information regarding whether the property is affected by flood related development controls or is bushfire prone land is identified in other sections of this certificate. If your property is identified as being impacted by bushfire or flooding, a specific technical assessment of these issues will be required as part of any Complying Development Certificate application under the State Environment Planning Policy, or a development application for any other type of development requiring consent from Council.

**Note:** Despite any references above advising that Complying Development may be undertaken on the land, certain Complying Development may be precluded from occurring on the land due to requirements contained in the remainder of *State Environment Planning Policy (Exempt and Complying Development Codes) 2008*. It is necessary to review the State Environment Planning Policy in detail to ensure that specific types of complying development may be undertaken on the land.

- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.**

Any of the following restrictions may also apply to the land, however, Mid-Coast Council does not have sufficient information to ascertain whether these restrictions apply or how this may affect the extent to which complying development may be carried out:

**1.17A(1) Requirements for complying development for all environmental planning instruments:**

- (c) land that is, or is part of, a wilderness area (within the meaning of the *Wilderness Act 1987*),  
or
- (d) (i) land that comprises an item that is listed on the State Heritage Register under the *Heritage Act 1977* or on which such an item is located, or
- (d) (ii) land subject to an interim heritage order under that Act or on which is located an item that is so subject, or
- (e) land within an environmentally sensitive area.  
Cl.1.5 Interpretation – general environmentally sensitive area means any of the following—
  - (g) land identified in this or any other environmental planning instrument as being of high Aboriginal cultural significance or high biodiversity significance.

- (e) land within an environmentally sensitive area.  
Cl.1.5 Interpretation – general environmentally sensitive area means any of the following—
  - (i) land reserved or dedicated under the *Crown Land Management Act 2016* for the preservation of flora, fauna, geological formations or for other environmental protection purposes.
- (e) land within an environmentally sensitive area.  
Cl.1.5 Interpretation – general environmentally sensitive area means any of the following—
  - (j) land identified as being critical habitat under the *Threatened Species Conservation Act 1995* or Part 7A of the *Fisheries Management Act 1994*.

**1.17A(3) Requirements for complying development for all environmental planning instruments:**

If an item listed on the State Heritage Register is not located on, or does not comprise, the whole of the relevant land, subclause (1)(d) applies only to the part of the land that is described and mapped on that register.

**1.17A(4) Requirements for complying development for all environmental planning instruments:**

If an item not listed on the State Heritage Register but identified as an item of environmental heritage in an environmental planning instrument does not comprise, or is not located on, the whole of the relevant land, subclause (1)(d) applies only to the part of the land that is described and mapped on that instrument.

**1.19(1) Specific land exemptions for Housing Code, Inland Code, Low Rise Housing Diversity Code, Rural Housing Code, Greenfield Housing Code, Agritourism and Farm Stay Accommodation Code:**

- (b) reserved for a public purpose by an environmental planning instrument, or
- (e) identified by an environmental planning instrument as being—
  - (ii) within a river front area, or
  - (iii) within an ecologically sensitive area, or
- (i) declared to be a special area under the *Water NSW Act 2014*, or
- (j) unsewered land—
  - (ii) in any other drinking water catchment identified in any other environmental planning instrument.

**1.19(4) Specific land exemptions for Housing Alterations Code and General Development Code:**

To be complying development specified for the Housing Alterations Code or the General Development Code, the development must not be carried out on unsewered land—

- (b) in any other drinking water catchment identified in any other environmental planning instrument.

**1.19(5) Specific land exemptions for Industrial and Business Buildings Code:**

- (b) land that is reserved for a public purpose in an environmental planning instrument, or
- (f) land identified by an environmental planning instrument as being—
  - (ii) within a river front area, or
  - (iii) within an ecologically sensitive area, or
- (i) unsewered land—
  - (ii) in any other drinking water catchment identified in any other environmental planning instrument.

**(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.**

There are no variations to the exempt development codes within the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* that apply in the Mid-Coast local government area.

For further information on complying development, please refer to the Planning NSW website.

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**ITEM 5 – Exempt Development**

**1) If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.**

- **General Exempt Development Code**  
Under the provisions of the General Exempt Development Code, exempt development may be carried out on the land if it meets the requirements for that exempt development.
- **Advertising and Signage Exempt Development Code**  
Under the provisions of the Advertising and Signage Exempt Development Code, exempt development may be carried out if it meets the requirements of that exempt development.
- **Temporary Uses and Structures Exempt Development Code**  
Under the provisions of the Temporary Uses and Structure Exempt Development Code, exempt development may be carried out if it meets the requirements for that exempt development.

**Note:** This information needs to be read in conjunction with the whole of the State Environment Planning Policy. Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. It is necessary to review the State Environmental Planning Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

**2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.**

**1.16 General requirements for exempt development**

(1) To be exempt development for the purposes of this Policy, the development—

- (a) must meet the relevant deemed-to-satisfy provisions of the *Building Code of Australia*, or if there are no such relevant provisions, must be structurally adequate, and
- (b) must not, if it relates to an existing building, cause the building to contravene the *Building Code of Australia*, and
  - (b1) must not be carried out on land that is a declared area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016* or declared critical habitat under Part 7A of the *Fisheries Management Act 1994*, and
  - (b2) must not be carried out on land that is, or is part of, a wilderness area (within the meaning of *Wilderness Act 1987*), and
- (c) must not be carried out on land that is, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act, and
- (d) must not be carried out on land that is described or otherwise identified on a map specified in Schedule 4.
  - (1A) Despite subclause (1)(c), if development meets the requirements and standards specified by this Policy and that development—
    - (a) has been granted an exemption under section 57(2) of the *Heritage Act 1977*, or
    - (b) is subject to an exemption under section 57(1A) or (3) of that Act.

The development is exempt development under this Policy.

(1B) If an item listed on the State Heritage Register is not located on, or does not comprise, the whole of the relevant land, subclause (1)(c) applies only to the part of the land that is described and mapped on that register.

(1C) If an item not listed on the State Heritage Register but identified as an item of environmental heritage in an environmental planning instrument does not comprise, or is not located on, the whole of the relevant land, any restriction on carrying out development on the relevant land on which the item is located applies only to the part of the land that is described and mapped on that instrument.

- (2) Development that relates to an existing building that is classified under the *Building Code of Australia* as class 1b or class 2–9 is exempt development for the purposes of this Policy only if—
- (a) the building has a current fire safety certificate or fire safety statement, or
  - (b) no fire safety measures are currently implemented, required or proposed for the building.

- (3) To be exempt development for the purposes of this Policy, the development must—
- (a) be installed in accordance with the manufacturer's specifications, if applicable, and
  - (b) not involve the removal or pruning of a tree or other vegetation that requires a permit, approval or development consent, unless the removal or pruning is carried out in accordance with the permit, approval or development consent.

**Example —** A permit or approval may be required under *State Environmental Planning Policy (Biodiversity and Conservation) 2021*, Chapter 2 or other legislation.

- (4) (Repealed)

### 1.16A Exempt development on land within 18 kilometres of Siding Spring Observatory

Clauses 1.15 and 1.16 and Part 2 apply to development on land that is less than 18 kilometres from the Siding Spring Observatory, but only if—

- (a) the development does not have, and will not require, any form of lighting, and
- (b) the development is not development that is specified in any of the following provisions of Division 1 of Part 2—
  - (i) Subdivision 6 Balconies, decks, patios, pergolas, terraces and verandahs,
  - (ii) Subdivision 10 Carports,
  - (iii) Subdivision 10A Change of use of premises,
  - (iv) Subdivision 10B Change of use of places of public worship,
  - (v) Subdivision 16 Farm buildings (other than stock holding yards, grain silos and grain bunkers),
  - (v1) Subdivision 16A Stock holding yards not used for sale of stock,
  - (v2) Subdivision 16B Grain silos and grain bunkers,
  - (vi) Subdivision 24 Landscaping structures,
  - (vii) Subdivision 27 Minor building alterations (external),
  - (viii) Subdivision 27A Mobile food and drink outlets,
  - (ix) Subdivision 37 Skylights, roof windows and ventilators.

Yes, Exempt Development may be undertaken in the Mid-Coast local government area.

There is no land within the Mid-Coast local government area identified:

- 1.16 (b1) as a declared area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016* or declared critical habitat under Part 7A of the *Fisheries Management Act 1994*, and
- 1.16(b2) as, or part of, a wilderness area (within the meaning of *Wilderness Act 1987*), and
- 1.16(d) described or otherwise identified on a map specified in Schedule 4 – Land excluded from the General Exempt Development Code.
- 1.16A within 18 kilometres of Siding Spring Observatory.

**Note:** This information needs to be read in conjunction with the whole of the State Environment Planning Policy. Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. It is necessary to review the State Environmental Planning Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

**3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—**

- (a) a restriction applies to the land, but it may not apply to all of the land**
- (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.**

Mid-Coast Council does not have sufficient information to ascertain whether the land is listed on the State Heritage Register under the *Heritage Act 1977*, or subject to an interim heritage order under that Act.

**Note:** This information needs to be read in conjunction with the whole of the State Environment Planning Policy. Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. It is necessary to review the State Environmental Planning Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

**4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.**

There are no variations to the exempt development codes within the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* that apply in the Mid-Coast local government area.

**Note:** This information needs to be read in conjunction with the whole of the State Environment Planning Policy. Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. It is necessary to review the State Environmental Planning Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

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## **ITEM 6 – Affected building notices and building product rectification orders**

**1) Whether the council is aware that—**

- (a) an affected building notice is in force in relation to the land, or**

No.

- (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or**

No.

- (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.**

No.

**Note:** In this section, *affected building notice* has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4. *Building product rectification order* has the same meaning as in the *Building Products (Safety) Act 2017*.

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## ITEM 7 – Land reserved for acquisition

***Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.***

### State Environmental Planning Policies

Council is unable to provide any site-specific information on the provisions of any State Environmental Planning Policy regarding the acquisition of land. Information on State Environmental Planning Policies listed in this certificate is available at *NSW Legislation – In force* legislation.

### Draft State Environmental Planning Policies

Council is unable to provide site-specific information on the provisions of any draft State Environmental Planning Policy regarding the acquisition of land. Information on the draft State Environmental Planning Policies listed in this certificate is available on the Planning NSW website.

### Local Environmental Plan

No, the land is not identified in the Land Reserved for Acquisition map of the local environmental plan.

### Planning Proposal for a Local Environmental Plan or Amendment

No, the land is not identified in the Land Acquisition Layer of a proposed local environmental plan.

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## ITEM 8 – Road widening and road realignment

***Whether the land is affected by road widening or road realignment under—***

### ***(a) the Roads Act 1993, Part 3, Division 2, or***

No, Council has not been notified that the land is affected by road widening or realignment under the *Roads Act 1993, Part 3, Division 2*.

### ***(b) an environmental planning instrument, or***

No, the land is not identified as being affected by a proposed road widening or realignment in the local environmental plan.

### ***(c) a resolution of the council.***

No, the land is not identified by a resolution of Council as being affected by a proposed road widening or realignment.

**Note:** This item relates to Council's road proposals only. Other authorities, including the NSW Roads and Traffic Authority may have road widening proposals.

## ITEM 9 – Flood related development controls

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

Yes, the land in whole or part is affected by flood related development controls.

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

No, the land in whole or part is not subject to flood related development controls associated with an identified Probable Maximum Flood (PMF) within an adopted Council policy or environmental planning instrument.

**Note:** In this section, *flood planning area* has the same meaning as in the Floodplain Development Manual. *Floodplain Development Manual* means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005. *Probable maximum flood* has the same meaning as in the Floodplain Development Manual.

**Note:** The information provided in Item 9 is based on the data and information presently available to the Council and on development controls in force as at the date of this certificate. The identification of land as not being subject to flood related development controls does not mean that the land is not, or may not be, subject to flooding or that the land will not in the future be subject to flood related development controls, as additional data and information regarding the land become available.

Details relating to flood risk and flood planning levels may be provided on a Flood Level Certificate. The application form is available in the Forms Library on Council's website.

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## ITEM 10 – Council and other public authority policies on hazard risk restrictions

Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

Adopted policy means a policy adopted:

- a) adopted by the council, or
- b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils or any other risk (other than flooding).

Council **has not** adopted a policy or been notified of any adopted policy of another public authority, that restricts development on the land because of the likelihood of landslip, subsidence or salinity.

Council **does have** adopted policies or has been notified of adopted policies of another public authority on matters relating to the risk of bushfire; acid sulfate soils; contamination; aircraft noise; flooding; tidal inundation; sea level rise; and coastal hazards.



Yes, the land is identified as bushfire prone land and therefore development is restricted by the NSW Rural Fire Services policies relating to development on bushfire prone land. Additional information on this hazard restriction can be obtained from the NSW Rural Fire Service website.

**Note:** The identification of land as not being affected by coastal hazards does not mean that the land is not, or may not be, affected by coastal hazards now or in the future, or that the land will not in the future be subject to coastal hazard related development controls, as additional data and information regarding the land become available.

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### ITEM 11 – Bush fire prone land

If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.

The land is identified as being within a bushfire prone area (either whole or part).

**Note:** In accordance with the *Environmental Planning and Assessment Act 1979*, bush fire prone land, in relation to an area, means land recorded for the time being as bush fire prone land on a bush fire prone land map for the area. This mapping is subject to periodic review. Additional mapping information is available on Council's website via the Online Mapping tool.

**Note:** Further details of any applicable restrictions on development of the land associated with Bushfire Prone Land may be obtained by consulting with Council or reviewing the guideline *Planning for Bushfire Protection 2019* (as amended from time to time) available on the NSW Rural Fire Service website.

**Note:** The identification of land as not being bushfire prone does not mean that the land is not, or may not be, affected by bushfire or that the land will not in the future be subject to bushfire related development controls, as additional data and information regarding the land become available.

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### ITEM 12 – Loose – fill asbestos insulation

If the land includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

No, Council has not been notified that the land is identified on the register of residential premises under Division 1A of Part 8 of the *Home Building Act 1989*.

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### ITEM 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*.

No, the land is not in a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

## ITEM 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.

No, an adopted development plan does not apply to the land.

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

A subdivision order does not apply to the land.

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## ITEM 15 – Property vegetation plans

If the land is land in relation to which a property vegetation plan is approved and in force under the *Native Vegetation Act 2003*, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

No, Council has not been advised that an approved Property Vegetation Plan applies to this land and continues in force under the *Native Vegetation Act 2003*, Part 4.

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## ITEM 16 – Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

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.

No, Council has not been notified that the land is a biodiversity stewardship site.

No, Council has not been notified that the land is under a biobanking agreement under the *Threatened Species Conservation Act 1995*, Part 7A.

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## ITEM 17 – Biodiversity certified land

If the land is biodiversity certified land under the *Biodiversity Conservation Act 2016*, Part 8, a statement to that effect.

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.

No, Council has not been notified that the land is biodiversity certified land.

No, Council has not been notified that the land is certified under the *Threatened Species Conservation Act 1995*, Part 7A.

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### ITEM 18 – Orders under Trees (Disputes Between Neighbours) Act 2006

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

No, Council has not been notified of an order under the *Trees (Disputes Between Neighbours) Act 2006* that affects the subject land.

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

If the *Coastal Management Act 2016* applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.

No, the land is not subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services.

**Note:** In this section, existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B. 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 1 January 2011.

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### ITEM 20 – Western Sydney Aerotropolis

The *State Environmental Planning Policy (Precincts—Western Parkland City) 2021* does not apply to land within the Mid-Coast local government area.

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### ITEM 21 – Development consent conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

Clause 88(2) of the *State Environmental Planning Policy (Housing) 2021* restricts occupation of development approved for seniors housing to:

- a) seniors or people who have a disability,
- b) people who live in the same household with seniors or people who have a disability,
- c) staff employed to assist in the administration and provision of services to housing provided under this Part.

No, Council is not aware of a condition of consent being imposed in terms of a kind referred to in *Chapter 3, Part 5 clause 88(2)* of the *State Environmental Planning Policy (Housing) 2021* in respect of development on the land.

## ITEM 22 – Site compatibility certificates and development consent conditions for affordable rental housing

1. ***Whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—***

- a) the period for which the certificate is current, and
- b) that a copy may be obtained from the Department.

No, Council is not aware of a site compatibility verification certificate for affordable rental housing on the land.

2. ***If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, a statement setting out terms of a kind referred to in the Policy, clause 21(1) or 40(1).***

No, Council is not aware of a condition being imposed in terms of a kind referred to in *Chapter 2, Part 2, Division 1 or 5 Clause 21(1) or 40(1) of the State Environmental Planning Policy (Housing) 2021* in respect of development on the land.

**Note:** 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).

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

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## ITEM 23 – Water or Sewerage Services

Council has not been advised that water or sewerage services are, or are to be provided to the land under the *Water Industry Competition Act 2006*.

**Note—** A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

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## **GENERAL INFORMATION**

The absence of any reference to a matter affecting the land shall not imply that the land is not affected by that matter not referred to in this certificate.

Information provided under section 10.7(2) is in accordance with the matters prescribed under Schedule 2 of the Environmental Planning and Assessment Regulation 2021 and is provided only to the extent that the Council has been notified by Planning NSW.

Any enquiries regarding State and Regional Environmental Planning Policies should be directed to the Planning NSW website.

Please contact Council's Customer Service team for further information about this Planning Certificate.

Adrian Panuccio

**GENERAL MANAGER**



06 November 2024

Infotrack Pty Ltd  
8/135 King Street  
SYDNEY NSW 2000

Your Ref: 61298  
Our Ref: ENG2024/2062

**Owner Details**

**Property Details**

Lot 11 Sec O DP 8287  
Lot 12 Sec O DP 8287

**Property Address**

9-13 Koree Street  
PINDIMAR NSW 2324

**UNSEWERED**

I refer to your recent application for a drainage diagram for the abovementioned property.  
MidCoast Council advises that reticulated sewerage is not available to the land in question.

If you have any enquiries regarding this letter please telephone 02 7955 7777.

Dated: 06/11/2024

Yours faithfully

Maria Sialava  
**Team Member - Water Service Delivery Admin**