


Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Stone Real Estate Hunter Valley 45 Vincent Street, Cessnock, NSW 2325 Tel: +61 2 4089 1122	
vendor	Heather Dawn Hawkins 880D Elderslie Road, Elderslie, NSW 2335	
vendor's solicitor	 119 Vincent Street Cessnock NSW 2325	Tel: 02 4990 1122 E: michaelp@ochs.com.au Ref:250030
date for completion	35 days after the contract date (clause 15)	
land (address, plan details and title reference)	880 Elderslie Road, Elderslie 2335 Lot 4 on Plan 818793 Folio Identifier 4/818793	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: machinery shed	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: water tanks and pumps
exclusions	
purchaser	
purchaser's solicitor	Tel:
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$ 0
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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- ### • Purchaser
- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

880 Elderslie Road, Elderslie NSW 2335

**SPECIAL CONDITIONS for
Contract for the Sale and Purchase of Land**

33. The printed provisions of this Contract are amended as follows:

Clause 5.2.1	Delete "or it is a general question about the property or title".
Clauses 5.2.3 & 7.1.1	Delete both clauses
Clauses 10.1 & 10.3	Insert "or delay completion" after "terminate"
Clauses 10.1.8 & 10.1.9	Delete "substance" and substitute "existence".
Clause 14.2.1	Insert "and supporting certificates and any other necessary evidence" after " <i>adjustment figures</i> ".
Clause 14.4.2	Delete the clause
Clause 16.1	Delete the word " <i>property</i> " and substitute "land"
Clause 20.6.4	Insert "provided that 'sent by post' means sent in a manner which includes tracking, such as Express Post" after "Conveyancing Act 1919"
Clause 20.6.5	Delete the clause and replace with " <i>served</i> if it is sent by email to the <i>party's solicitor</i> unless the serving party receives notice that the email has not been delivered"
Clause 30.7	Delete all words after "NSW"

34. The Purchaser acknowledges the property is purchased:

- (a) in its present condition and state of repair;
- (b) subject to all defects latent and patent;
- (c) subject to any infestations and dilapidation;
- (d) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) relying on their own inspection, knowledge and enquiries and that they do not rely on warranties or representations (if any) made to them by or on behalf of the Vendor other than those contained in this Contract.

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

35. The Purchaser acknowledges that this contract constitutes the entire agreement between the Vendor and Purchaser relating to the sale of the property.
36. The Purchaser acknowledges that the Vendor does not in any way warrant the use to which the property may be put and the Purchaser is satisfied as to the requirements of all responsible authorities in relation to the use of the property for any and all purposes. In particular the use of the property by the Vendor does not of itself mean that such use is a permitted use.
37. The Purchaser warrants that they were not introduced to the Vendor or the property, nor did they learn that the property was for sale, by or through any person, corporation or Agent unless that entity is shown as the "Vendor's agent" on the front page of this Contract. The Vendor warrants that no agent has been engaged unless that entity is shown as the "Vendor's agent" on the front page of this Contract. The benefit of these warranties shall not merge on completion.
38. Notwithstanding Clause 2.5 of this contract, the Vendor may not terminate for non-payment of the deposit provided that:
 - 38.1 The Vendor or the Vendor's solicitor has agreed in writing that this clause shall apply;
 - 38.2 The Purchaser has paid not less than 5% of the purchase price to the *depositholder*; and
 - 38.3 The Purchaser is not otherwise in default of any provisions of this contract.
39. If a party is unable or unwilling to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a notice to complete making the time for completion essential. Such notice shall allow not less than fourteen (14) clear days to pass before the time for completion becomes essential. Such period is agreed by the parties to be reasonable and sufficient so as to render the time for completion essential. If the Vendor validly issues such notice the Purchaser shall, on completion, pay to the Vendor the sum of \$220 inclusive of GST being a genuine estimate of the Vendor's legal costs of issuing and serving the Notice.

40. If the Purchaser shall not complete this purchase by the completion date, without default by the Vendor, the Purchaser shall pay to the Vendor on completion, in addition to the balance of the purchase money, interest on the unpaid balance of the purchase price at the rate prescribed under s101 of the Civil Procedure Act 2005 computed daily from the day immediately after the completion date up to and including the actual day of completion. It is agreed that this amount is a genuine pre-estimate of the Vendor's damages for the Purchaser failing to complete in accordance with the Contract.
41. Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die, lose mental capacity or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.
42. The *depositholder* may rely upon an authorisation to account for the deposit forwarded by any means including electronic transmission.
43. If this contract says that the transaction is a taxable supply, the Purchaser must add GST to all adjustments in accordance with ATO Ruling GSTD2006/3.
44. **Local Land Services – Rates**
The Purchaser acknowledges that the property is subject to Rates Notices issued by Local Land Services and that the Rates will be adjusted on completion in accordance with clause 14.
45. **Water Access Licence**
- 45.1 Included in the sale contemplated by this Contract are the whole of the right title and interest of the Vendor in respect of WAL890 and WAL891
- 45.2 The Purchaser accepts the WALs and consequent rights existing at the date of the Contract and agrees not to terminate, rescind or make any objection, requisition or claim for compensation in relation to any matter arising in respect of the WALs and those rights.
- 45.3** The Purchaser shall submit to the Vendor a Transfer Form W-01T for transfer of the WALs within the time specified in clause 4.1 of this contract.

45.4 Fees payable to the Department of Primary Industries Office of Water will be adjusted on completion in accordance with clause 14.



FOLIO: 4/818793

SEARCH DATE	TIME	EDITION NO	DATE
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23/1/2026	3:08 PM	5	23/1/2026

LAND

LOT 4 IN DEPOSITED PLAN 818793
AT ELDERSLIE
LOCAL GOVERNMENT AREA SINGLETON
PARISH OF MARWOOD COUNTY OF DURHAM
TITLE DIAGRAM DP818793

FIRST SCHEDULE

HEATHER DAWN HAWKINS (ND AV816905)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 EASEMENT(S) APPURTENANT TO THE LAND ABOVE DESCRIBED CREATED BY:
DP818793 -RIGHT OF CARRIAGEWAY 10 WIDE

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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

(Sheet 1 of 2 Sheets)

Plan: **DP818793**
Plan of subdivision covered by Council Clerk's Certificate No. SC 39/92 of 1992

Full Name and Address of Registered Owner
LEO WELLS of 126 Tomaree Road, Shoal Bay 2315

PART 1

1. Identity of easement or restriction firstly referred to in above mentioned plan:
Right of carriage way 10 wide

Schedule of lots etc. affected

Lots Burdened
19 DP 752473
2 areas
3
4

2. Identity of easement or restriction secondly referred to in above mentioned plan:
Easement for electricity 15 wide and variable

Schedule of lots etc. affected

Lots Burdened
19 DP 752473
The Shortland County Council

PART 2

Terms of easement for electricity supply 15 wide and variable secondly referred to in above mentioned plan

1. Full and free right leave liberty and licence for The Shortland County Council (the Council) its successors and assigns its and their officers servants agents workmen and contractors and all other persons authorised by it or them to act on its or their behalf
 - a. To erect construct place inspect alter repair renew maintain and use on the servant tenement overhead and/or underground electricity transmission mains wires and cables and the supports therefor (including towers and poles) and other ancillary works for the transmission of electricity (the ownership of all of which works the transferor hereby acknowledges is vested in the transferor); and
 - b. to cause or permit electricity to flow or to be transmitted through and along the said mains wires and cables; and

This is Sheet 1 of a 2 Sheet Instrument

Leo Wells

Leo Wells

REGISTERED  18-10-1992

MC

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

(Sheet 2 of 2 Sheets)

Plan: **DP818793**
Plan of subdivision covered by Council Clerk's Certificate No. SC 39/92 of 1992

PART 2

- c. with or without vehicles and plant and equipment to enter and be on the servant tenement for the purposes of exercising any right leave, liberty or licence granted hereunder; and
- d. to cut trim or lop trees branches and other growths or foliage which now or at any time hereafter may overhang encroach or be in or on the servant tenement and which in the opinion of the transferor may or may be likely to interfere with any right leave liberty or licence granted hereunder; and
- e. to, for the purpose of gaining access to the servant tenement with or without vehicles plant and equipment, enter be upon traverse and depart from land adjoining the servant tenement owned by the transferor its successors and assigns.

Dated this *5th* day of *July* 1992

SIGNED in my presence
by LEO WELLS who is personally
known to me

Leo Wells
Director
Registrar-General

.....
Leo Wells

This is Sheet 2 of a 2 Sheet Instrument

REGISTERED  18-10-1992

MC

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 9th October 1992



CERTIFICATE OF TITLE

WATER MANAGEMENT ACT, 2000



WAL TITLE

REFERENCE TO FOLIO OF THE REGISTER	
IDENTIFIER WAL890	
EDITION	DATE OF ISSUE
1	22/11/2004
CERTIFICATE AUTHENTICATION CODE	
EDGL-27-PC3F	

This certificate is issued under s87B of the Water Management Act, 2000.

DATE OF COMMENCEMENT: 1/7/2004

TENURE TYPE: CONTINUING

HOLDER(S)

COLIN LYALL HAWKINS
HEATHER DAWN HAWKINS
AS TENANTS IN COMMON IN EQUAL SHARES

WARNING NOTE: INFORMATION ON THIS REGISTER IS NOT AT THIS STAGE GUARANTEED. THERE IS A TWO YEAR TRANSITIONAL PERIOD FROM THE COMMENCEMENT OF THIS LICENCE DURING WHICH A PERSON SHOULD MAKE SUCH ENQUIRIES AS THEY DEEM APPROPRIATE TO VERIFY THE HOLDERS AND SECURITY INTERESTS FOR THIS LICENCE

ENCUMBRANCES

1. A SEARCH OF THE GENERAL REGISTER OF DEEDS SHOULD ALSO BE MADE.
2. IF AN INTEREST IN AN ACCESS LICENCE, WHICH HAS BEEN PRESERVED PURSUANT TO SCHEDULE 10, CLAUSE 19 OF THE WATER MANAGEMENT ACT, IS REGISTERED AGAINST THIS LICENCE WITHIN TWO YEARS AFTER THE DATE OF COMMENCEMENT OF THIS LICENCE, IT
 - (1) RANKS, WITH RESPECT TO ANY OTHER SUCH INTEREST, IN THE SAME PRIORITY AS IT PREVIOUSLY RANKED UNDER SECTION 184G OF THE CONVEYANCING ACT 1919 OR SECTION 36 OF THE REAL PROPERTY ACT 1900, OR UNDER PART 2K.3 OF THE CORPORATIONS ACT 2001 OF THE COMMONWEALTH, AS THE CASE MAY BE, AND
 - (2) RANKS BEFORE ANY INTEREST IN THE LICENCE THAT ARISES AFTER THE APPOINTED DAY, REGARDLESS OF WHEN THAT OTHER INTEREST IS REGISTERED.
3. TERM TRANSFER: NIL

ACCESS LICENCE DETAILS

CATEGORY OF ACCESS LICENCE: REGULATED RIVER (GENERAL SECURITY)

SHARE COMPONENT

THIS ACCESS LICENCE ENTITLES THE HOLDER TO A SHARE IN THE AVAILABLE WATER IN THE SPECIFIED WATER SOURCE, WHERE:

- (1) THE SHARE IS 99 SHARES, AND
- (2) THE SPECIFIED WATER SOURCE IS THE HUNTER REGULATED RIVER WATER

END OF PAGE 1 CONTINUED OVER

ANY ATTEMPT TO ALTER THIS CERTIFICATE COULD RESULT IN HEAVY FINES OR IMPRISONMENT (S347A WATER MANAGEMENT ACT).



CERTIFICATE OF TITLE

WATER MANAGEMENT ACT, 2000



WAL TITLE

REFERENCE TO FOLIO OF THE REGISTER	
IDENTIFIER WAL890	
EDITION	DATE OF ISSUE
1	22/11/2004
CERTIFICATE AUTHENTICATION CODE	
EDGL-27-PC3F	

This certificate is issued under s87B of the Water Management Act, 2000.

ACCESS LICENCE DETAILS (CONTINUED)

SOURCE, AS DEFINED IN THE WATER SHARING PLAN FOR THE HUNTER REGULATED WATER SHARING PLAN GAZETTED 1/7/2004, OR AS AMENDED UNDER THAT PLAN OR AS DEFINED IN A SUBSEQUENT PLAN FOR THAT WATER SOURCE, AND

- (3) THE AVAILABLE WATER IS SPECIFIED BY THE MINISTER IN AN AVAILABLE WATER DETERMINATION MADE FROM TIME TO TIME UNDER SECTION 59 OF THE ACT, FOR ACCESS LICENCES OF THE CATEGORY OF THIS ACCESS LICENCE FOR THE SPECIFIED WATER SOURCE.

UNDER SECTION 85 OF THE ACT THE WATER ALLOCATION ACCOUNT FOR THIS LICENCE WILL BE CREDITED AS A RESULT OF AN AVAILABLE WATER DETERMINATION AS INDICATED AT (3). THE VOLUME OF WATER CREDITED WILL BE THE SAME PROPORTION OF THE AVAILABLE WATER AS THE NUMBER OF SHARES ON THIS LICENCE IS TO THE TOTAL NUMBER OF SHARES ON ALL ACCESS LICENCES OF THE CATEGORY OF THIS ACCESS LICENCE FOR THE SPECIFIED WATER SOURCE.

EXTRACTION COMPONENT

THE HOLDER OF THIS LICENCE IS ENTITLED TO TAKE WATER AT SPECIFIED TIMES, RATES OR CIRCUMSTANCES, AND IN SPECIFIED AREAS AND LOCATIONS, WHERE:

- (1) THE SPECIFIED TIMES, RATES OR CIRCUMSTANCES ARE: ANY TIME OR RATE, AND
- (2) THE SPECIFIED TIMES, RATES OR CIRCUMSTANCES ARE SUBJECT TO ANY SPECIFIC CONDITIONS WHICH LIMIT THE TIMES, RATES OR CIRCUMSTANCES ON THIS LICENCE OR ON A WATER SUPPLY WORKS APPROVAL WHICH AUTHORISES A WORK NOMINATED ON THIS LICENCE, AND
- (3) THE SPECIFIED AREA OR LOCATION IS: ANY RIVER, LAKE OR SURFACE WATER RUNOFF IN ANY PART OF THE WATER SOURCE SPECIFIED IN THE SHARE COMPONENT OF THIS LICENCE, AND
- (4) WORKS NOMINATED ON THIS LICENCE MAY ONLY TAKE WATER FROM THE SPECIFIED AREA OR LOCATION.

NOMINATED WORKS

WATER SUPPLY WORKS WHICH TAKE WATER FROM THE AREA OR LOCATION SPECIFIED IN THE EXTRACTION COMPONENT OF THIS LICENCE THAT ARE AUTHORISED BY THE FOLLOWING APPROVAL(S) UNDER THE ACT OR OTHERWISE, ARE NOMINATED TO TAKE WATER UNDER THIS LICENCE: 20CA201072

END OF PAGE 2 CONTINUED OVER

ANY ATTEMPT TO ALTER THIS CERTIFICATE COULD RESULT IN HEAVY FINES OR IMPRISONMENT (S347A WATER MANAGEMENT ACT).

Water Access Licence Certificate

CERTIFICATE OF TITLE

WATER MANAGEMENT ACT, 2000

WAL TITLE



REFERENCE TO FOLIO OF THE REGISTER	
IDENTIFIER	WAL890
EDITION	DATE OF ISSUE
1	22/11/2004
CERTIFICATE AUTHENTICATION CODE	
EDGL-27-PC3F	

This certificate is issued under s87B of the Water Management Act, 2000.

CONDITIONS

LICENCE CONDITIONS FORM A PART OF THIS LICENCE AND AFFECT THE SHARE AND EXTRACTION COMPONENTS. THE ACCESS LICENCE STATEMENT OF CONDITIONS IS AVAILABLE FROM THE DEPARTMENT OF INFRASTRUCTURE, PLANNING AND NATURAL RESOURCES.

NOTES

WATER ACCESS LICENCES WITH A "CONTINUING" TENURE PROVIDE THE HOLDER WITH A PERPETUAL SHARE IN THE RELATIVE CONSUMPTIVE POOL OF A SPECIFIED WATER RESOURCE. HOWEVER, THE INTRODUCTION OF A PERPETUAL RIGHT, BY ITSELF, DOES NOT PROVIDE LICENCE HOLDERS WITH A GUARANTEED ACCESS TO A PARTICULAR VOLUME OF WATER. THIS IS BECAUSE THE AMOUNT OF WATER MADE AVAILABLE DEPENDS UPON A NUMBER OF FACTORS DETERMINED BY:

- (A) THE WATER SHARING PLANS;
- (B) PROVISIONS FOR EXTENDING OR MAKING REPLACEMENT PLANS; AND
- (C) DECISIONS ON SEASONAL WATER ALLOCATIONS WHICH ARE, IN TURN, LARGELY INFLUENCED BY CLIMATE.

TAKING WATER UNDER THIS ACCESS LICENCE GENERALLY REQUIRES A CURRENT WATER SUPPLY WORKS APPROVAL FOR THE WORK. USE OF WATER ON LAND ALSO GENERALLY REQUIRES A CURRENT WATER USE APPROVAL. CONTACT DEPARTMENT OF INFRASTRUCTURE, PLANNING AND NATURAL RESOURCES FOR DETAILS.

IMPLEMENTATION OF THE WATER SHARING PLAN FOR THE HUNTER REGULATED RIVER WATER SOURCE WILL BE RELEVANT TO THIS ACCESS LICENCE; SEE WWW.DIPNR.NSW.GOV.AU

FOR WATER ACCOUNT DETAILS AND OUTSTANDING FEES AND CHARGES FOR REGULATED RIVERS CONTACT STATE WATER CORPORATION

FOR WATER ACCOUNT DETAILS AND OUTSTANDING FEES AND CHARGES FOR UNREGULATED RIVERS OR AQUIFERS CONTACT DEPARTMENT OF INFRASTRUCTURE, PLANNING AND NATURAL RESOURCES

DIPNR REFERENCE LICENCE NUMBER: 20AL201070

PREVIOUS WATER ACT 1912 LICENCE NUMBER(S): 20SL035110.

END OF PAGE 3 CONTINUED OVER

ANY ATTEMPT TO ALTER THIS CERTIFICATE COULD RESULT IN HEAVY FINES OR IMPRISONMENT (S87A WATER MANAGEMENT ACT).

BOX 1W
AB103603)

NEW SOUTH WALES

CERTIFICATE OF TITLE

WATER MANAGEMENT ACT, 2000



WAL TITLE

REFERENCE TO FOLIO OF THE REGISTER	
IDENTIFIER WAL890	
EDITION	DATE OF ISSUE
1	22/11/2004
CERTIFICATE AUTHENTICATION CODE	
EDGL-27-PC3F	

This certificate is issued under s87B of the Water Management Act, 2000.

**** END OF CERTIFICATE ****

ANY ATTEMPT TO ALTER THIS CERTIFICATE COULD RESULT IN HEAVY FINES OR IMPRISONMENT (S347A WATER MANAGEMENT ACT)

CERTIFICATE OF TITLE

WATER MANAGEMENT ACT, 2000



WAL TITLE

REFERENCE TO FOLIO OF THE REGISTER

IDENTIFIER **WAL891**

EDITION

1

DATE OF ISSUE

22/11/2004

CERTIFICATE AUTHENTICATION CODE

HQA8-TE-M7SC

This certificate is issued under s87B of the Water Management Act, 2000.

DATE OF COMMENCEMENT: 1/7/2004

TENURE TYPE: SPECIFIC PURPOSE

HOLDER(S)

COLIN LYALL HAWKINS
HEATHER DAWN HAWKINS
AS TENANTS IN COMMON IN EQUAL SHARES

WARNING NOTE: INFORMATION ON THIS REGISTER IS NOT AT THIS STAGE GUARANTEED. THERE IS A TWO YEAR TRANSITIONAL PERIOD FROM THE COMMENCEMENT OF THIS LICENCE DURING WHICH A PERSON SHOULD MAKE SUCH ENQUIRIES AS THEY DEEM APPROPRIATE TO VERIFY THE HOLDERS AND SECURITY INTERESTS FOR THIS LICENCE

ENCUMBRANCES

- IF AN INTEREST IN AN ACCESS LICENCE, WHICH HAS BEEN PRESERVED PURSUANT TO SCHEDULE 10, CLAUSE 19 OF THE WATER MANAGEMENT ACT, IS REGISTERED AGAINST THIS LICENCE WITHIN TWO YEARS AFTER THE DATE OF COMMENCEMENT OF THIS LICENCE, IT
 - RANKS, WITH RESPECT TO ANY OTHER SUCH INTEREST, IN THE SAME PRIORITY AS IT PREVIOUSLY RANKED UNDER SECTION 184G OF THE CONVEYANCING ACT 1919 OR SECTION 36 OF THE REAL PROPERTY ACT 1900, OR UNDER PART 2K.3 OF THE CORPORATIONS ACT 2001 OF THE COMMONWEALTH, AS THE CASE MAY BE, AND
 - RANKS BEFORE ANY INTEREST IN THE LICENCE THAT ARISES AFTER THE APPOINTED DAY, REGARDLESS OF WHEN THAT OTHER INTEREST IS REGISTERED.
- TERM TRANSFER: NIL

ACCESS LICENCE DETAILS

CATEGORY OF ACCESS LICENCE: DOMESTIC AND STOCK [STOCK]

SHARE COMPONENT

THIS ACCESS LICENCE ENTITLES THE HOLDER TO A SHARE IN THE AVAILABLE WATER IN THE SPECIFIED WATER SOURCE, WHERE:

- THE SHARE IS BASED ON A SHARE COMPONENT VOLUME OF 5 MEGALITRES, AND
- THE SPECIFIED WATER SOURCE IS THE HUNTER REGULATED RIVER WATER SOURCE, AS DEFINED IN THE WATER SHARING PLAN FOR THE HUNTER

END OF PAGE 1 CONTINUED OVER

ANY ATTEMPT TO ALTER THIS CERTIFICATE COULD RESULT IN HEAVY FINES OR IMPRISONMENT (S347A WATER MANAGEMENT ACT).

CERTIFICATE OF TITLE

WATER MANAGEMENT ACT, 2000



WAL TITLE

REFERENCE TO FOLIO OF THE REGISTER	
IDENTIFIER WAL891	
EDITION	DATE OF ISSUE
1	22/11/2004
CERTIFICATE AUTHENTICATION CODE	
HQA8-TE-M7SC	

This certificate is issued under s87B of the Water Management Act, 2000.

ACCESS LICENCE DETAILS (CONTINUED)

REGULATED WATER SHARING PLAN GAZETTED 1/7/2004, OR AS AMENDED UNDER THAT PLAN OR AS DEFINED IN A SUBSEQUENT PLAN FOR THAT WATER SOURCE, AND

- (3) THE AVAILABLE WATER IS SPECIFIED BY THE MINISTER IN AN AVAILABLE WATER DETERMINATION MADE FROM TIME TO TIME UNDER SECTION 59 OF THE ACT, FOR ACCESS LICENCES OF THE CATEGORY OF THIS ACCESS LICENCE FOR THE SPECIFIED WATER SOURCE.

UNDER SECTION 85 OF THE ACT THE WATER ALLOCATION ACCOUNT FOR THIS LICENCE WILL BE CREDITED AS A RESULT OF AN AVAILABLE WATER DETERMINATION AS INDICATED AT (3). THE VOLUME OF WATER CREDITED WILL BE THE SAME PROPORTION OF THE AVAILABLE WATER AS THE NUMBER OF SHARES ON THIS LICENCE IS TO THE TOTAL NUMBER OF SHARES ON ALL ACCESS LICENCES OF THE CATEGORY OF THIS ACCESS LICENCE FOR THE SPECIFIED WATER SOURCE.

EXTRACTION COMPONENT

THE HOLDER OF THIS LICENCE IS ENTITLED TO TAKE WATER AT SPECIFIED TIMES, RATES OR CIRCUMSTANCES, AND IN SPECIFIED AREAS AND LOCATIONS, WHERE:

- (1) THE SPECIFIED TIMES, RATES OR CIRCUMSTANCES ARE: ANY TIME OR RATE, AND
- (2) THE SPECIFIED TIMES, RATES OR CIRCUMSTANCES ARE SUBJECT TO ANY SPECIFIC CONDITIONS WHICH LIMIT THE TIMES, RATES OR CIRCUMSTANCES ON THIS LICENCE OR ON A WATER SUPPLY WORKS APPROVAL WHICH AUTHORISES A WORK NOMINATED ON THIS LICENCE, AND
- (3) THE SPECIFIED AREA OR LOCATION IS: ANY RIVER, LAKE OR SURFACE WATER RUNOFF IN ANY PART OF THE WATER SOURCE SPECIFIED IN THE SHARE COMPONENT OF THIS LICENCE, AND
- (4) WORKS NOMINATED ON THIS LICENCE MAY ONLY TAKE WATER FROM THE SPECIFIED AREA OR LOCATION.

NOMINATED WORKS

WATER SUPPLY WORKS WHICH TAKE WATER FROM THE AREA OR LOCATION SPECIFIED IN THE EXTRACTION COMPONENT OF THIS LICENCE THAT ARE AUTHORISED BY THE FOLLOWING APPROVAL(S) UNDER THE ACT OR OTHERWISE, ARE NOMINATED TO TAKE WATER UNDER THIS LICENCE: 20CA201072

CONDITIONS

LICENCE CONDITIONS FORM A PART OF THIS LICENCE AND AFFECT THE SHARE

END OF PAGE 2 CONTINUED OVER

ANY ATTEMPT TO ALTER THIS CERTIFICATE COULD RESULT IN HEAVY FINES OR IMPRISONMENT (S347A WATER MANAGEMENT ACT).



CERTIFICATE OF TITLE

WATER MANAGEMENT ACT, 2000



WAL TITLE

REFERENCE TO FOLIO OF THE REGISTER	
IDENTIFIER WAL891	
EDITION	DATE OF ISSUE
1	22/11/2004
CERTIFICATE AUTHENTICATION CODE	
HQA8-TE-M7SC	

This certificate is issued under s87B of the Water Management Act, 2000.

CONDITIONS (CONTINUED)

AND EXTRACTION COMPONENTS. THE ACCESS LICENCE STATEMENT OF CONDITIONS IS AVAILABLE FROM THE DEPARTMENT OF INFRASTRUCTURE, PLANNING AND NATURAL RESOURCES.

NOTES

WATER ACCESS LICENCES WITH A "SPECIFIC PURPOSE" TENURE CAN BE CANCELLED SHOULD THE PURPOSE FOR WHICH THEY WERE ISSUED CEASE. OTHERWISE THEY CONTINUE WITHOUT NEED FOR RENEWAL. FURTHER, AS THESE LICENCES ARE NOT FINANCIAL ASSETS, MORTGAGES AND THIRD PARTY INTERESTS DO NOT APPLY TO THEM.

TAKING WATER UNDER THIS ACCESS LICENCE GENERALLY REQUIRES A CURRENT WATER SUPPLY WORKS APPROVAL FOR THE WORK. USE OF WATER ON LAND ALSO GENERALLY REQUIRES A CURRENT WATER USE APPROVAL. CONTACT DEPARTMENT OF INFRASTRUCTURE, PLANNING AND NATURAL RESOURCES FOR DETAILS.

IMPLEMENTATION OF THE WATER SHARING PLAN FOR THE HUNTER REGULATED RIVER WATER SOURCE WILL BE RELEVANT TO THIS ACCESS LICENCE; SEE WWW.DIPNR.NSW.GOV.AU

FOR WATER ACCOUNT DETAILS AND OUTSTANDING FEES AND CHARGES FOR REGULATED RIVERS CONTACT STATE WATER CORPORATION

FOR WATER ACCOUNT DETAILS AND OUTSTANDING FEES AND CHARGES FOR UNREGULATED RIVERS OR AQUIFERS CONTACT DEPARTMENT OF INFRASTRUCTURE, PLANNING AND NATURAL RESOURCES

DIPNR REFERENCE LICENCE NUMBER: 20AL201071

PREVIOUS WATER ACT 1912 LICENCE NUMBER(S): 20SL035110.

**** END OF CERTIFICATE ****

ANY ATTEMPT TO ALTER THIS CERTIFICATE COULD RESULT IN HEAVY FINES OR IMPRISONMENT (S347A WATER MANAGEMENT ACT).



PLANNING CERTIFICATE
ISSUED UNDER SECTION 10.7(2)
*ENVIRONMENTAL PLANNING & ASSESSMENT
ACT 1979*
and
*ENVIRONMENTAL PLANNING & ASSESSMENT
REGULATION 2021*

InfoTrack Pty Limited
GPO Box 4029
SYDNEY NSW 2001

Applicants Reference
250030

CERTIFICATE DETAILS

CERTIFICATE NUMBER: 9552
DATE OF CERTIFICATE: 12/11/2025

PROPERTY DETAILS

ADDRESS: 880D Elderslie Road ELDERSLIE NSW 2335
TITLE: Lot: 4 DP: 818793
PARCEL NO.: 15786

BACKGROUND INFORMATION

This certificate provides information on how the relevant parcel of land may be developed, including the planning restrictions that apply to development of the land, as at the date the certificate is issued. The certificate contains information Council is aware of through its records and environmental plans, along with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the *Environmental Planning and Assessment Act, 1979*.

1. Names of relevant planning instruments and development control plans

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

Local Environmental Plan

Singleton Local Environmental Plan 2013

State Environmental Planning Policies

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

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

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

NOTE: Some SEPPs only apply to particular development and some may or may not apply due to site specific or development specific considerations.

Development Control Plans

Singleton Development Control Plan 2014

Huntlee Development Control Plan 2013

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

Proposed Local Environmental Plans

Nil

Proposed State Environmental Planning Policies

Nil



2. Zoning and land use under relevant planning instruments

Singleton Local Environmental Plan 2013

a) The identity of the zone:

The land is zoned RU1 Primary Production under the provisions of Part 2 in the Singleton Local Environmental Plan 2013.

b) The purposes for which development in the zone:

i. may be carried out within the zone without the need for development consent:

Extensive agriculture; Forestry; Home occupations; Intensive plant agriculture

ii. may not be carried out in the zone except with development consent:

Agriculture; Airstrips; Animal boarding or training establishments; Aquaculture; Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Cellar door premises; Cemeteries; Community facilities; Crematoria; Dual occupancies; Dwelling houses; Environmental facilities; Environmental protection works; Extractive industries; Farm buildings; Farm stay accommodation; Flood mitigation works; Hazardous industries; Heavy industrial storage establishments; Helipads; Highway service centres; Home-based child care; Home businesses; Home industries; Information and education facilities; Intensive livestock agriculture; Jetties; Moorings; Offensive industries; Open cut mining; Places of public worship; Plant nurseries; Recreation areas; Recreation facilities (outdoor); Roads; Roadside stalls; Rural industries; Rural workers' dwellings; Service stations; Sewerage systems; Truck depots; Turf farming; Veterinary hospitals; Water supply systems

iii. is prohibited:

Any development not specified in b) (i) or (ii)

c) Whether additional uses apply to the land

Schedule 1 Additional permitted uses in the Singleton Local Environmental Plan 2013 lists those properties where additional uses apply.

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 minimum land dimensions so fixed

Clause 4.2A in the Singleton Local Environmental Plan 2013 includes a development standard that fixes a minimum land dimension for the erection of a dwelling-house. This clause applies to the land. The minimum lot size for the erection of a dwelling-house is identified on the Singleton Local Environmental Plan 2013 Lot Size Map.



e) Whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*.

There is no land in the Singleton Local Government area which has any area of outstanding biodiversity value.

f) Whether the land is in a Conservation area, however described

The land is not identified in Schedule 5 of the Singleton Local Environmental Plan 2013 and on the Heritage Map as being within the Singleton/Jerrys Plains Heritage Conservation Area.

g) Whether an item of Environmental Heritage, however described, is situated on the land

The land is not identified in the Singleton Local Environmental Plan 2013 as containing an item of environmental heritage.

3. Contributions plans

The following development contributions plans apply to the land:

Singleton Development Contributions Plan 2025

4. Complying Development

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

Housing Code

Under the provisions of the Housing Code, complying development MAY NOT be carried out on the land.

Rural Housing Code

Under the provisions of the Rural Housing Code, complying development MAY NOT be carried out on the land.

Low Rise Housing Diversity Code

Complying Development under the Low Rise Housing Diversity Code MAY NOT be carried out on the land.

Pattern Book Development Code



Complying Development under the Pattern Book Development Code MAY NOT be carried out on the land.

Greenfield Housing Code

Complying Development under the Greenfield Housing Code MAY NOT be carried out on the land.

Inland Code

Complying Development under the Inland Housing Code MAY NOT be carried out on the land.

Housing Alterations Code

Under the provisions of the Housing Alterations Code, complying development MAY NOT be carried out on the land.

General Development Code

Under the provisions of the General Development Code, complying development MAY NOT be carried out on the land.

Industrial and Business Alterations Code

Under the provisions of the Commercial and Industrial Alterations Code, complying development MAY NOT be carried out on the land.

Industrial and Business Buildings Code

Under the provisions of the Industrial and Business Buildings Code, complying development MAY NOT be carried out on the land.

Container Recycling Facilities Code

Under the provisions of the Container Recycling Facilities Code, complying development MAY NOT be carried out on the land, or part of the land.

Subdivisions Code

Under the provisions of the Subdivisions Code, complying development MAY NOT be carried out on the land.

Demolition Code

Under the provisions of the Demolition Code, complying development MAY NOT be carried out on the land.

Fire Safety Code



Under the provisions of the Fire Safety Code, complying development MAY NOT be carried out on the land.

Agritourism and Farm Stay Accommodation Code

Complying Development under the Agritourism and Farm Stay Accommodation Code MAY be carried out on the land.

Note: If the land is a lot to which the Housing Code, Rural Housing Code, Housing Alterations Code, General Development Code, Commercial and Industrial Alterations Code or Commercial and Industrial (New Buildings and Additions) Code (within the meaning of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*) applies, complying development may be carried out on any part of the lot that is not affected by the provisions of clause 1.19 of that Policy.

5. Exempt Development

Exempt development may or may not be carried out on the land under each of the following codes for exempt development, to the extent and for the reasons stated under the provisions of clauses 1.16 (1) (a) to (d), (1A), (1B), (1C), (2) and (3) (a) and (b) of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

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 for that exempt development.

Temporary Uses and Structures Exempt Development Code

Under the provisions of the Temporary Uses and Structures Exempt Development Code, exempt development MAY be carried out if it meets the requirements for that exempt development.

6. Affected building notices and building product rectification orders

(1) Whether Council is aware that:

(a) An affected building notice is in force in relation to the land

No



(b) A building produce rectification order given is in force in relation to the land that has not been fully complied with

No

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

No

(2) 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*.

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.

None of the land is identified on the Singleton Local Environmental Plan 2013 Land Reservation Acquisition Map.

8. Road widening and road alignment

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

- (a) the *Roads Act 1993*, Part 3 Division 2, or
- (b) an environmental planning instrument, or
- (c) a resolution of the council.

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

No

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.

No

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



Unknown

(3) 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.

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.

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

(1) 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.

(2) In this section:

adopted policy means a policy adopted

(a) by the council, or

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

Landslip

No

Bushfire

Yes

Tidal inundation

No

Subsidence

No

Acid Sulfate Soils

No



Any other risk (other than flooding)

No

11. Bush fire prone land

Is any of the land bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 103

Some/all of the land is identified as being bushfire prone land as defined by the Environmental Planning and Assessment Act 1979 on a bushfire prone land map for the area. The bushfire prone land map for the area is available for inspection during Councils normal office hours.

12. Loose fill asbestos insulation

Does the land include any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the Register kept under that Division?

No.

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

14. Paper subdivision Information

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

Nil

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

Nil

3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

15. Property vegetation plans

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

16. Biodiversity stewardship sites

Is the land 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.

No

Note. Biodiversity stewardship agreements include biobanking agreements under the *Threatened Species Conservation Act 1995, Part 7A* that are taken to be biodiversity stewardship agreements under the *Biodiversity Conservation Act 2016, Part 5*.

17. Biodiversity certified land

Is the land biodiversity certified land under the *Biodiversity Conservation Act 2016*, Part 8?

No

Note. Biodiversity certified land includes land certified under the *Threatened Species Conservation Act 1995, Part 7AA* that is taken to be certified under the *Biodiversity Conservation Act 2016, Part 8*.

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

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

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

This clause is not applicable to the Singleton Local Government Area because Singleton Council is not a 'coastal council'.

20. Western Sydney Aerotropolis

This clause is not applicable to the Singleton Local Government Area because Singleton Council is not in Western Sydney.

21. Development consent conditions for senior housing



If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applied 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).

No

22. Site compatibility certificates and development consent conditions for affordable rental housing

- (1) Whether there 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?

Council has not been made aware of any valid site compatibility certificate (affordable rental housing), in respect of proposed development on the land.

- (2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, clause 21(1) or 40(1).

Nil

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

Nil

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

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

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

No

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



No

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

No

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

No

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

No



Additional information pursuant to Section 10.7(5) of the *Environmental Planning & Assessment Act 1979*

Pursuant to section 10.7(5), Council may provide advice on such other relevant matters affecting the land of which it may be aware. This advice generally relates to matters about which prospective purchasers of the land may otherwise be unaware. Such advice has not been provided as part of this certificate because it has not been requested and/or the associated fee paid. Council does not consider the certificate to be fully complete without the additional advice.

The additional advice normally pertains to the following matters as applicable:

- **Army Activities**
- **Flood Liable Land**
- **Singleton Waste Disposal Depot Landfill/Waste dump impacts**
- **Mining Activities**
- **Drinking Water Catchment**
- **Riparian Lands and Watercourses**
- **Viticulture Buffer area**
- **Poultry Farming Buffer area**
- **Potential Contaminated Land**
- **Development Applications Determined in the last five years**

State Significant Development

Singleton Local Government Area has many State Significant Developments, one or more of which may apply to this property. Council suggests a search of the Department of Planning State Significant Development site <https://www.planningportal.nsw.gov.au/major-projects/assessment/state-significant-development> to determine if any of the developments may have an impact on this property.

For further information, please contact Council's Development Assessment unit, within the Planning & Infrastructure directorate on 02 6578 7290.

Issued by Sarah Boyton
Acting Coordinator Planning and Development
Under delegation by the General Manager
Singleton Council





PLANNING CERTIFICATE
ISSUED UNDER SECTION 10.7(2)
*ENVIRONMENTAL PLANNING & ASSESSMENT
ACT 1979*
and
*ENVIRONMENTAL PLANNING & ASSESSMENT
REGULATION 2021*

InfoTrack Pty Limited
GPO Box 4029
SYDNEY NSW 2001

Applicants Reference
250030

CERTIFICATE DETAILS

CERTIFICATE NUMBER: 9552
DATE OF CERTIFICATE: 12/11/2025

PROPERTY DETAILS

ADDRESS: 880D Elderslie Road ELDERSLIE NSW 2335
TITLE: Lot: 4 DP: 818793
PARCEL NO.: 15786

BACKGROUND INFORMATION

This certificate provides information on how the relevant parcel of land may be developed, including the planning restrictions that apply to development of the land, as at the date the certificate is issued. The certificate contains information Council is aware of through its records and environmental plans, along with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the *Environmental Planning and Assessment Act, 1979*.

1. Names of relevant planning instruments and development control plans

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

Local Environmental Plan

Singleton Local Environmental Plan 2013

State Environmental Planning Policies

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

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

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

NOTE: Some SEPPs only apply to particular development and some may or may not apply due to site specific or development specific considerations.

Development Control Plans

Singleton Development Control Plan 2014

Huntlee Development Control Plan 2013

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

Proposed Local Environmental Plans

Nil

Proposed State Environmental Planning Policies

Nil



2. Zoning and land use under relevant planning instruments

Singleton Local Environmental Plan 2013

a) The identity of the zone:

The land is zoned RU1 Primary Production under the provisions of Part 2 in the Singleton Local Environmental Plan 2013.

b) The purposes for which development in the zone:

i. may be carried out within the zone without the need for development consent:

Extensive agriculture; Forestry; Home occupations; Intensive plant agriculture

ii. may not be carried out in the zone except with development consent:

Agriculture; Airstrips; Animal boarding or training establishments; Aquaculture; Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Cellar door premises; Cemeteries; Community facilities; Crematoria; Dual occupancies; Dwelling houses; Environmental facilities; Environmental protection works; Extractive industries; Farm buildings; Farm stay accommodation; Flood mitigation works; Hazardous industries; Heavy industrial storage establishments; Helipads; Highway service centres; Home-based child care; Home businesses; Home industries; Information and education facilities; Intensive livestock agriculture; Jetties; Moorings; Offensive industries; Open cut mining; Places of public worship; Plant nurseries; Recreation areas; Recreation facilities (outdoor); Roads; Roadside stalls; Rural industries; Rural workers' dwellings; Service stations; Sewerage systems; Truck depots; Turf farming; Veterinary hospitals; Water supply systems

iii. is prohibited:

Any development not specified in b) (i) or (ii)

c) Whether additional uses apply to the land

Schedule 1 Additional permitted uses in the Singleton Local Environmental Plan 2013 lists those properties where additional uses apply.

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 minimum land dimensions so fixed

Clause 4.2A in the Singleton Local Environmental Plan 2013 includes a development standard that fixes a minimum land dimension for the erection of a dwelling-house. This clause applies to the land. The minimum lot size for the erection of a dwelling-house is identified on the Singleton Local Environmental Plan 2013 Lot Size Map.



e) Whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*.

There is no land in the Singleton Local Government area which has any area of outstanding biodiversity value.

f) Whether the land is in a Conservation area, however described

The land is not identified in Schedule 5 of the Singleton Local Environmental Plan 2013 and on the Heritage Map as being within the Singleton/Jerrys Plains Heritage Conservation Area.

g) Whether an item of Environmental Heritage, however described, is situated on the land

The land is not identified in the Singleton Local Environmental Plan 2013 as containing an item of environmental heritage.

3. Contributions plans

The following development contributions plans apply to the land:

Singleton Development Contributions Plan 2025

4. Complying Development

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

Housing Code

Under the provisions of the Housing Code, complying development MAY NOT be carried out on the land.

Rural Housing Code

Under the provisions of the Rural Housing Code, complying development MAY NOT be carried out on the land.

Low Rise Housing Diversity Code

Complying Development under the Low Rise Housing Diversity Code MAY NOT be carried out on the land.

Pattern Book Development Code



Complying Development under the Pattern Book Development Code MAY NOT be carried out on the land.

Greenfield Housing Code

Complying Development under the Greenfield Housing Code MAY NOT be carried out on the land.

Inland Code

Complying Development under the Inland Housing Code MAY NOT be carried out on the land.

Housing Alterations Code

Under the provisions of the Housing Alterations Code, complying development MAY NOT be carried out on the land.

General Development Code

Under the provisions of the General Development Code, complying development MAY NOT be carried out on the land.

Industrial and Business Alterations Code

Under the provisions of the Commercial and Industrial Alterations Code, complying development MAY NOT be carried out on the land.

Industrial and Business Buildings Code

Under the provisions of the Industrial and Business Buildings Code, complying development MAY NOT be carried out on the land.

Container Recycling Facilities Code

Under the provisions of the Container Recycling Facilities Code, complying development MAY NOT be carried out on the land, or part of the land.

Subdivisions Code

Under the provisions of the Subdivisions Code, complying development MAY NOT be carried out on the land.

Demolition Code

Under the provisions of the Demolition Code, complying development MAY NOT be carried out on the land.

Fire Safety Code



Under the provisions of the Fire Safety Code, complying development MAY NOT be carried out on the land.

Agritourism and Farm Stay Accommodation Code

Complying Development under the Agritourism and Farm Stay Accommodation Code MAY be carried out on the land.

Note: If the land is a lot to which the Housing Code, Rural Housing Code, Housing Alterations Code, General Development Code, Commercial and Industrial Alterations Code or Commercial and Industrial (New Buildings and Additions) Code (within the meaning of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*) applies, complying development may be carried out on any part of the lot that is not affected by the provisions of clause 1.19 of that Policy.

5. Exempt Development

Exempt development may or may not be carried out on the land under each of the following codes for exempt development, to the extent and for the reasons stated under the provisions of clauses 1.16 (1) (a) to (d), (1A), (1B), (1C), (2) and (3) (a) and (b) of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

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 for that exempt development.

Temporary Uses and Structures Exempt Development Code

Under the provisions of the Temporary Uses and Structures Exempt Development Code, exempt development MAY be carried out if it meets the requirements for that exempt development.

6. Affected building notices and building product rectification orders

(1) Whether Council is aware that:

(a) An affected building notice is in force in relation to the land

No



(b) A building produce rectification order given is in force in relation to the land that has not been fully complied with

No

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

No

(2) 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*.

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.

None of the land is identified on the Singleton Local Environmental Plan 2013 Land Reservation Acquisition Map.

8. Road widening and road alignment

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

- (a) the *Roads Act 1993*, Part 3 Division 2, or
- (b) an environmental planning instrument, or
- (c) a resolution of the council.

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

No

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.

No

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



Unknown

(3) 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.

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.

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

(1) 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.

(2) In this section:

adopted policy means a policy adopted

(a) by the council, or

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

Landslip

No

Bushfire

Yes

Tidal inundation

No

Subsidence

No

Acid Sulfate Soils

No



Any other risk (other than flooding)

No

11. Bush fire prone land

Is any of the land bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 103

Some/all of the land is identified as being bushfire prone land as defined by the Environmental Planning and Assessment Act 1979 on a bushfire prone land map for the area. The bushfire prone land map for the area is available for inspection during Councils normal office hours.

12. Loose fill asbestos insulation

Does the land include any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the Register kept under that Division?

No.

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

14. Paper subdivision Information

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

Nil

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

Nil

3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

15. Property vegetation plans

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

16. Biodiversity stewardship sites

Is the land 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.

No

Note. Biodiversity stewardship agreements include biobanking agreements under the *Threatened Species Conservation Act 1995, Part 7A* that are taken to be biodiversity stewardship agreements under the *Biodiversity Conservation Act 2016, Part 5*.

17. Biodiversity certified land

Is the land biodiversity certified land under the *Biodiversity Conservation Act 2016*, Part 8?

No

Note. Biodiversity certified land includes land certified under the *Threatened Species Conservation Act 1995, Part 7AA* that is taken to be certified under the *Biodiversity Conservation Act 2016, Part 8*.

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

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

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

This clause is not applicable to the Singleton Local Government Area because Singleton Council is not a 'coastal council'.

20. Western Sydney Aerotropolis

This clause is not applicable to the Singleton Local Government Area because Singleton Council is not in Western Sydney.

21. Development consent conditions for senior housing



If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applied 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).

No

22. Site compatibility certificates and development consent conditions for affordable rental housing

- (1) Whether there 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?

Council has not been made aware of any valid site compatibility certificate (affordable rental housing), in respect of proposed development on the land.

- (2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, clause 21(1) or 40(1).

Nil

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

Nil

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

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

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

No

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



No

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

No

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

No

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

No



Additional information pursuant to Section 10.7(5) of the *Environmental Planning & Assessment Act 1979*

Pursuant to section 10.7(5), Council may provide advice on such other relevant matters affecting the land of which it may be aware. This advice generally relates to matters about which prospective purchasers of the land may otherwise be unaware. Such advice has not been provided as part of this certificate because it has not been requested and/or the associated fee paid. Council does not consider the certificate to be fully complete without the additional advice.

The additional advice normally pertains to the following matters as applicable:

- **Army Activities**
- **Flood Liable Land**
- **Singleton Waste Disposal Depot Landfill/Waste dump impacts**
- **Mining Activities**
- **Drinking Water Catchment**
- **Riparian Lands and Watercourses**
- **Viticulture Buffer area**
- **Poultry Farming Buffer area**
- **Potential Contaminated Land**
- **Development Applications Determined in the last five years**

State Significant Development

Singleton Local Government Area has many State Significant Developments, one or more of which may apply to this property. Council suggests a search of the Department of Planning State Significant Development site <https://www.planningportal.nsw.gov.au/major-projects/assessment/state-significant-development> to determine if any of the developments may have an impact on this property.

For further information, please contact Council's Development Assessment unit, within the Planning & Infrastructure directorate on 02 6578 7290.

Issued by Sarah Boyton
Acting Coordinator Planning and Development
Under delegation by the General Manager
Singleton Council

