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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Stone Real Estate Hunter Valley 144 Barton Street, Kurri Kurri, NSW 2327	Phone: 0240891155 Fax: 02 4089 1123
co-agent		
vendor	**Robyn Susanne Endersby** **353 Oakey Creek Road, Pokolbin, NSW 2320**	
vendor's solicitor	Tranter Lawyers 341 High Street, Maitland NSW 2320 PO Box 534, Maitland NSW 2320	Phone: 02 4934 2600 Email: matt@tranterlawyers.com.au Fax: 02 4934 2620 Ref: MRT:DN:44529
date for completion	**42nd day after the contract date**	(clause 15)
land (address, plan details and title reference)	**353 Oakey Creek Road, Pokolbin NSW 2320** **Registered Plan: Lot 321 Plan DP 1177493** **Folio Identifier: 321/1177493**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: **Shed/Workshop and Cottage**	
attached copies	☐ documents in the List of Documents as marked or as 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	☒ other: **REFER TO LIST OF INCLUSIONS ATTACHED TO THE CONTRACT**	
exclusions		
purchaser		
purchaser's solicitor		
price		
deposit	_____	(10% of the price, unless otherwise stated)
balance		
contract date		(if not stated, the date this contract was made)

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

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

buyer's agent

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

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SIGNING PAGE

VENDOR	**PURCHASER**
Signed by _____ Vendor _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser

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

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Choices

Vendor agrees to accept a ***deposit-bond***	☒ NO	☐ yes
Nominated *Electronic Lodgment Network (ELN)* (clause 4)	PEXA	
Manual transaction (clause 30)	☒ NO	☐ yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

- ☐ 33 property certificate for strata common property
- ☐ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development contract or management statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate (strata)
- ☐ 57 information certificate (association)
- ☐ 58 document relevant to an exclusive supply network
- ☐ 59 disclosure statement - off the plan contract
- ☐ 60 other document relevant to the off the plan contract

Other

- ☐ 61 Approval to Operate from council

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

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Inclusions – Main House

What structures are erected on the property?

☒ House

☒ Garage

Inclusions

What inclusions are included in the sale?

☒ Air conditioner (**Ducted**)

☒ Blinds (I**nternal and external)**

☒ Built-in wardrobes

☒ Ceiling fans

☒ Clothes line

☒ Curtains

☒ Dishwasher

☒ Fixed floor coverings

☒ Insect screens

☒ Light fittings

☒ Range hood

☒ Solar panels - (**water & power, paid in full**)

☒ Stove

☒ TV antenna

☒ Fireplace

☒ Rainwater tank **x3**

☒ Remote control for garage

☒ Security system and cameras – not connected

☒ TV brackets **x3**

☒ Window awnings

☒ Other …**Hose real x3**

Inclusions – Cottage

What structures are erected on the property?

☒ House

Inclusions

What inclusions are included in the sale?

☒Air conditioner (**Ducted)**

☒ Blinds

☒ Built-in wardrobes

☒ Ceiling fans

☒ Dishwasher

☒Fixed floor coverings

☒Insect screens

☒Light fittings

☒ Solar panels – power and water

☒ Stove

Inclusions

What structures are erected on the property?

- ☒ Workshop - constructed 1984
- ☒ Tractor shed – constructed early 2000's

Inclusions

What inclusions are included in the sale?

☒ Shelving

☒ Workbench in workshop

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.

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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, 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 to resolve the dispute 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.

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WARNINGS

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

Australian Taxation Office	**Local Council**
County Council	**Local Land Services**
Department of Education	**NSW Fair Trading**
Department of Planning, Housing and Infrastructure	**NSW Public Works**
	Owner of adjoining land
Department of Primary Industries and Regional Development	**Privacy**
	Subsidence Advisory NSW
Electricity, gas and telecommunications	**Transport agencies**
Homes NSW	**Water, sewerage or drainage authority**

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

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

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

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

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

6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.**

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. **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 Australian Taxation Office.**

13 **From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.**

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (15% as at 1 January 2025);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 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 Sign*, *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.

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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*.

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4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

4.14.1 holds them on completion in escrow for the benefit of; and

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do whatever is reasonably necessary 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.

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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), the *party* must adjust or pay on completion any GST added to or included in the expense, but –

13.3.1 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

13.3.2 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.

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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).

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18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

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

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

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

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

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

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

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

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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 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 contract or management 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 s174 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.

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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.

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24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
  - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do whatever is reasonably necessary 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.

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BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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 whatever is reasonably necessary 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, but does not apply to an event to which clause 28 applies.
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.

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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.

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32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

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Additional Conditions forming part of this Contract

33. Real Estate Agents

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

34. Notice to complete

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

(b) In the event that the vendor issues a Notice to Complete pursuant to special condition 34(a) then the purchaser agrees to pay the sum of $400.00 plus GST to the vendor's solicitor on completion to reimburse the vendor for the cost of issuing the notice to complete. This special condition does not affect the vendor's rights against the purchaser to recover any other damages.

35. Capacity

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

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

(b) a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then that party will be in default under this contract.

36. Late completion

36.1 Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor's default) on or before the Completion date then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion of this contract pay to the vendor:

(a) interest on the balance of the purchase price at the rate of 10% per annum calculated on daily balances, commencing on the Completion date and continuing until completion of this contract; and

(b) the sum of $300.00 plus GST for the Vendor's additional legal costs incurred each delayed or rescheduled settlement.

36.2 The Purchaser agrees the interest and additional legal costs are a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion.

37. Limited & Qualified Title

(a) Clauses 25.1 to 25.7 are deleted

(b) The purchaser agrees that the vendor is not required to provide an abstract of title or any old system documents or details of the old system chain of title.

38. Purchaser's Warranties & Acknowledgements

38.1 The Purchaser represents and warrants that in entering into this Contract:

(a) it was not induced to enter into this Contract by and did not rely on any representations made by the Vendor, the Vendor's agent or persons on behalf of the Vendor;

(b) the provisions set out in this Contract contain the entire agreement between the parties as at the date of this Contract and continuing until completion; and

(c) upon entering the Contract, the Purchaser is relying upon their own enquiries relating to and inspection of the property and is satisfied in respect of same.

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

39. Irrevocable Authority

Should the deposit payable under this Contract be held in Tranter Lawyers' Trust Account on behalf of the Purchaser then the parties agree that the deposit funds held are to be loaded to the PEXA workspace and disbursed to the Vendor settlement. No further authority is required from the Purchaser for the abovementioned funds to be released on settlement.

40. Give and Take Fences, Power Lines, Unlicensed Bores etc

The Purchasers cannot make a claim, objection or requisition or rescind or terminate if any of the following matters affect the property;

(a) any fence is a give and take fence;

(b) any electricity or telephone services or connections pass in, over, under or through the property whether or not they serve it;

(c) any well, bore, levy bank or dam located on the property is not registered under the provisions of the *Water Act 1912 (as amended)*.

41. Water Licences

(a) The property is sold with the vendor's interest in WAL 37166 and WAL 17657 (details of which are annexed to the Contract) (**Licences**).

(b) The purchasers purchase with the full knowledge and notice of the provisions and conditions attaching to the Licences and cannot make a claim, objection or rescind or terminate in respect of those conditions.

42. On-site septic system

The purchaser shall not be entitled to make any objection, requisition or claim in respect of any work that may be required by the relevant consent authority or otherwise relating to the septic system or registration thereof.

DELETE GUARANTEE IF NOT APPLICABLE

43. Guarantee

(a) This special condition applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange.

(b) The word guarantor means ***.

(c) In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:

(i) payment of all money payable by the purchaser under this contract; and

(ii) the performance of all of the purchaser's other obligations under this contract.

(d) The guarantor:

(i) indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and

(ii) must pay on demand any money due to the vendor under this indemnity.

(e) The guarantor is jointly and separately liable with the purchaser to the vendor for:

(i) the performance by the purchaser of its obligations under this contract; and

(ii) any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.

(f) The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this special condition.

(g) If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this special condition.

(h) The guarantor's obligations under this special condition are not released, discharged or otherwise affected by:

(i) the granting of any time, waiver, covenant not to sue or other indulgence;

(ii) the release or discharge of any person;

(iii) an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;

(iv) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;

(v) payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or

(vi) the winding up of the purchaser.

(vii) This special condition binds the guarantor and the executors, administrators and assigns of the guarantor.

(i) This special condition operates as a Deed between the vendor and the guarantor.

GUARANTEE EXECUTED as a Deed

Signed sealed and delivered by **Name of Individual**

in the presence of:

Signature of witness

Signature of guarantor

Name of witness (BLOCK LETTERS)

Address of witness (BLOCK LETTERS)

Signed sealed and delivered by **Name of Individual**
in the presence of:

Signature of witness

Signature of guarantor

Name of witness (BLOCK LETTERS)

Address of witness (BLOCK LETTERS)

Information about a water licence or approval

Use this tool to search for information about water licences and approvals issued under the *Water Act 1912* or *Water Management Act 2000*.

Select the type of licence or approval and enter the licence or approval number:

- **Water access licence (WAL):** a WAL number starts with the letters 'WAL' followed by several numbers; a WAL also has a reference number that starts with a two digit number, followed by 'AL' and then several numbers.
- **1912 water licence:** a water licence number starts with a two digit number, followed by a two letter code and then several numbers. Note: a PT reference number cannot be entered.
- **Approval:** an approval number starts with a two digit number, followed by a two letter code (WA, UA, CA or FW) and then several numbers.
- **Controlled Activity Approval:** a controlled activity approval number starts with a three letter code (CAA), followed by the year (four digit number), and then several numbers.

Search for information about either a:

◉ Water access licence (WAL) issued under the *Water Management Act 2000*

Water Access Licence (WAL) Number WAL 17657

A WAL number starts with the letters 'WAL' followed by several numbers

Can't find your WAL number? Do you have a reference number? A reference number starts with a two digit number, followed by 'AL' and then several numbers. Use the following tool to find your WAL by entering your reference number. Enter the reference number to find the WAL number.

Cancelled WALs are not searchable on the NSW Public Water Register.

Notes:

The search results will list the conditions imposed on the water access licence. Any approved water supply work/s nominated on the water access licence are identified by the approval number/s for the work/s.

The information about a water access licence provided in the search results is a summary and may not always be up to date. If you require full and up to date details about a particular water access licence (including current holders, share and extraction component details, encumbrances and notations) you should search the Water Access Licence Register administered by NSW Land Registry Services.

○ *Water Act 1912* Licences and Authorities

○ Approval issued under the *Water Management Act 2000* (excluding Controlled Activities)

○ Controlled Activity Approval issued under the *Water Management Act 2000*

Find out if a *Water Act 1912* licence has been converted

○ Water licence conversion status

« Previous Search Print Export

Search Results

Category [Subcategory]	Status	Water Source	Tenure Type	Management Zone	Share Components (units or ML)	IDEC (Daily flow shares)
Domestic And Stock[Stock]	Current	Black Creek Water Source	Specific Purpose		5.00	N/A

Extraction Times or Rates

Subject to conditions water may be taken at any time or rate

Nominated Work Approval(s)

20CA206304

- Conditions

Plan Conditions

Water sharing plan	Hunter Unregulated And Alluvial Water Sources 2022
	Take of water
MW8562-00001	The volume of water taken under this access licence during a period of 3 consecutive water years must not be more than the maximum water account debit permitted, which is the sum of the following: A. the water allocations credited to the water allocation account for this access licence from available water determinations made during those 3 water years, B. the amount of water allocations assigned to the water allocation account for this access licence, C. the water allocations recredited to the water allocation account for this access licence.
MW9060-00004	A. Water must not be taken under this access licence when flows in the Black Creek Water Source are in the Very Low Flow Class, which means that the flow is less than or equal to 1 ML/day in the Black Creek at the Rothbury gauge [No. 210089]. B. This restriction does not apply if: i. surface water is taken from a runoff harvesting dam, an off-river pool, or an in-river dam pool formed by an in-river dam that is referred to in a water supply work approval, or ii. groundwater is taken from a water supply work located more than 40 metres from the high bank of a river.
MW9022-00006	A. Water must not be taken under this access licence when there is no visible flow at the following location: i. if the water supply work nominated on this access licence takes surface water, the location from which water is taken, ii. if the water supply work nominated on this access licence takes groundwater, the location in the river closest to the water supply work being used to take the groundwater, or if the location closest to the water supply work is an in-river pool - when there is no visible flow out of the in-river pool. B. This restriction does not apply if: i. surface water is taken from an in-river dam pool, an in-river pool, an off-river pool or a runoff harvesting dam, ii. groundwater is taken from a water supply work located 40 metres or more from the high bank of a river.
MW8564-00001	Water must not be taken under this access licence from an: A. in-river pool that is below full capacity, B. off-river pool that is below full capacity, or C. in-river dam pool unless the take is not inconsistent with a water supply work approval authorising the use of a water supply work for the purpose of taking water from the in-river dam.
	Use of water
MA6945-00009	Water must only be used for the purpose of stock watering.
	Monitoring and recording
MW6612-00001	A logbook used to record water take information must be retained for five (5) years from the last date recorded in the logbook.

MW8482-00002	A. Before water is taken under this access licence, the access licence holder must confirm that cease to take conditions do not apply and water may be taken. B. Where the access licence holder is required to keep a logbook, the access licence holder must record the confirmation, including the way in which the confirmation was established, in a logbook.

Other Conditions

NIL

Disclaimer: WaterNSW is making the information available on the understanding that it does not warrant that the information is suitable for any intended use. In using the information supplied, the user acknowledges that they are responsible for any deductions or conclusions arrived at from interpretation of the data.

Privacy: The information provided is limited to meet the requirements of section 57 of the *Privacy and Personal Information Act 1998*.

Exporting and printing: Search results show a maximum of 50 rows per page. Search results can only be printed page by page.

More information: Should you require further information or technical assistance, please submit your request to customer.helpdesk@waternsw.com.au or contact 1300 662 077

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- **Approval:** an approval number starts with a two digit number, followed by a two letter code (WA, UA, CA or FW) and then several numbers.
- **Controlled Activity Approval:** a controlled activity approval number starts with a three letter code (CAA), followed by the year (four digit number), and then several numbers.

Search for information about either a:

◉ Water access licence (WAL) issued under the *Water Management Act 2000*

Water Access Licence (WAL) Number WAL 37166

A WAL number starts with the letters 'WAL' followed by several numbers

Can't find your WAL number? Do you have a reference number? A reference number starts with a two digit number, followed by 'AL' and then several numbers. Use the following tool to find your WAL by entering your reference number. Enter the reference number to find the WAL number.

Cancelled WALs are not searchable on the NSW Public Water Register.

Notes:

The search results will list the conditions imposed on the water access licence. Any approved water supply work/s nominated on the water access licence are identified by the approval number/s for the work/s.

The information about a water access licence provided in the search results is a summary and may not always be up to date. If you require full and up to date details about a particular water access licence (including current holders, share and extraction component details, encumbrances and notations) you should search the Water Access Licence Register administered by NSW Land Registry Services.

○ *Water Act 1912* Licences and Authorities

○ Approval issued under the *Water Management Act 2000* (excluding Controlled Activities)

○ Controlled Activity Approval issued under the *Water Management Act 2000*

Find out if a *Water Act 1912* licence has been converted

○ Water licence conversion status

« Previous Search Print Export

Search Results

Category [Subcategory]	Status	Water Source	Tenure Type	Management Zone	Share Components (units or ML)	IDEC (Daily flow shares)
Unregulated River	Current	Black Creek Water Source	Continuing		17.50	N/A

Extraction Times or Rates

Subject to conditions water may be taken at any time or rate

Nominated Work Approval(s)

20CA206304

- Conditions

Plan Conditions

Water sharing plan	Hunter Unregulated And Alluvial Water Sources 2022
	Take of water
MW8562-00001	The volume of water taken under this access licence during a period of 3 consecutive water years must not be more than the maximum water account debit permitted, which is the sum of the following: A. the water allocations credited to the water allocation account for this access licence from available water determinations made during those 3 water years, B. the amount of water allocations assigned to the water allocation account for this access licence, C. the water allocations recredited to the water allocation account for this access licence.
MW9060-00004	A. Water must not be taken under this access licence when flows in the Black Creek Water Source are in the Very Low Flow Class, which means that the flow is less than or equal to 1 ML/day in the Black Creek at the Rothbury gauge [No. 210089]. B. This restriction does not apply if: i. surface water is taken from a runoff harvesting dam, an off-river pool, or an in-river dam pool formed by an in-river dam that is referred to in a water supply work approval, or ii. groundwater is taken from a water supply work located more than 40 metres from the high bank of a river.
MW9022-00006	A. Water must not be taken under this access licence when there is no visible flow at the following location: i. if the water supply work nominated on this access licence takes surface water, the location from which water is taken, ii. if the water supply work nominated on this access licence takes groundwater, the location in the river closest to the water supply work being used to take the groundwater, or if the location closest to the water supply work is an in-river pool - when there is no visible flow out of the in-river pool. B. This restriction does not apply if: i. surface water is taken from an in-river dam pool, an in-river pool, an off-river pool or a runoff harvesting dam, ii. groundwater is taken from a water supply work located 40 metres or more from the high bank of a river.
MW8564-00001	Water must not be taken under this access licence from an: A. in-river pool that is below full capacity, B. off-river pool that is below full capacity, or C. in-river dam pool unless the take is not inconsistent with a water supply work approval authorising the use of a water supply work for the purpose of taking water from the in-river dam.
	Monitoring and recording
MW6612-00001	A logbook used to record water take information must be retained for five (5) years from the last date recorded in the logbook.
MW8482-00002	A. Before water is taken under this access licence, the access licence holder must confirm that cease to take conditions do not apply and water may be taken.

B. Where the access licence holder is required to keep a logbook, the access licence holder must record the confirmation, including the way in which the confirmation was established, in a logbook.

Other Conditions

NIL

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Privacy: The information provided is limited to meet the requirements of section 57 of the *Privacy and Personal Information Act 1998*.

Exporting and printing: Search results show a maximum of 50 rows per page. Search results can only be printed page by page.

More information: Should you require further information or technical assistance, please submit your request to customer.helpdesk@waternsw.com.au or contact 1300 662 077

RURAL LAND REQUISITIONS ON TITLE

Vendor: **Robyn Susanne Endersby**
Purchaser:
Property: **353 Oakey Creek Road, Pokolbin**
Dated:

Note: If the answer to any of these questions is 'yes', please supply full details and a copy of all relevant documentation at least seven days prior to completion, unless otherwise specified.

1. Capacity

(a) Is the Vendor under any legal incapacity?
Such as:
- Minority.
- Bankruptcy or entering a debt agreement under Part IX or an arrangement under Part X of the *Bankruptcy Act 1966* (Cth).
- If the Vendor is a company, any notice, application or order received by the Vendor or made at Court for its winding up, or for the appointment of a receiver, an administrator or a controller).

(b) If the Vendor is a trustee, please provide evidence to establish the trustee's power of sale (such as a copy of the trust deed, under which the trustee was appointed).

(c) If any document to be handed over on completion (excluding a discharge of mortgage) is executed under a power of attorney, please provide a certified copy of the registered power of attorney.

2. Notices and Orders

(a) Is the Vendor aware of or has the Vendor received any notice or order or requirement of any authority or any adjoining owner affecting the property?
Such as:
- Orders under either section 121B of the *Environmental Planning and Assessment Act 1979* (NSW) or section 124 of the *Local Government Act 1993* (NSW).
- Notices or orders from Local Land Services about pests or eradication.
- Notices from a local council about noxious weeds.
- Notices or orders issued under the *Environmentally Hazardous Chemicals Act 1985* (NSW).
- Notices or orders under section 142 of the *Mining Act 1992* (NSW).

(b) Has any work been done by any authority which might give rise to a notice, order or liability? (Such as road works done by local council.)

(c) Has the Vendor received any notice (whether oral or written) of proposed orders from Local Land Services or any local council or government authority concerning any proposed action that could affect the property in any way? If so, please provide particulars including any copies of any relevant correspondence.

3. Title

(a) Subject to the Contract, on completion the Vendor should be registered as proprietor in fee simple of the property free from all encumbrances.

(b) On or before completion, any mortgage or caveat or priority notice or writ (other than a caveat or priority notice lodged by or on behalf of the Purchaser) must be discharged, withdrawn or cancelled as the case may be or, in the case of a mortgage, priority notice or caveat, an executed discharge or withdrawal handed over on completion.

(c) Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.

(d) When and where may the title documents be inspected?

4. Adjustments

(a) All outgoings referred to in clause 14 of the Contract must be paid up to and including the date of completion.

(b) Is the Vendor liable to pay land tax (including surcharge land tax) or is the property otherwise charged or liable to be charged with land tax? If so:
   (i) To what year has a return been made?
   (ii) What is the taxable value of the property for land tax purposes for the current year?

5. Unregistered Rights

Is the Vendor aware of any unregistered rights over the property, such as an easement, right of way, or any right of use or occupation?

6. *Personal Property Securities Act 2009* (Cth) (PPS Act)

(a) Are there any interests recorded against the Vendor on the Personal Property Securities Register? If yes:
   (i) Do such registrations relate to any personal property included in this sale?
   (ii) In relation to all registrations in respect of the Vendor or any personal property included in the sale (including the property and any inclusions), the Vendor must provide on or prior to completion:
      (A) release from each secured party, in respect of the personal property together with a written undertaking from each secured party to register a financing change statement which reflects that release in the case of serial numbered goods and personal property specifically described; or
      (B) a statement by each secured party in accordance with section 275(1)(b) of the PPS Act confirming that no debt or obligation is secured by the registration; or
      (C) a written approval or correction in accordance with section 275(1)(c) of the PPS Act confirming that the personal property is not or will not be as at completion personal property in respect of which the registration is granted.

(b) Please provide:
   (i) Full names (including any former names) and dates of birth of all Vendors.
   (ii) ABNs and ACNs of all Vendor companies, partnerships and trusts.
   (iii) Full names (including any former names) and dates of birth of all directors of the Vendor companies.

7. Tenancies

(a) Vacant possession of the property must be given on completion unless the Contract provides otherwise.

(b) Are there any agreements or arrangements which would create a "tenancy" as defined in section 4 of the *Agricultural Tenancies Act 1990* (NSW), (such as farming, grazing, share farming or agistment agreements), or a residential tenancy agreement as defined in section 13 of the *Residential Tenancies Act 2010* (NSW)?
   If yes please provide:
   (i) Particulars of the nature of the tenancy.
   (ii) The date of any termination of the tenancy.
   (iii) Particulars of any written instrument (please supply a copy at least 14 days prior to completion).
   (iv) Particulars of any oral agreement.
   (v) Particulars of any bond or security.

(c) Where there is a tenancy:
   (i) Has the tenant carried out any improvements on the property, with or without the Vendor's consent, for which the tenant is entitled to compensation from the Vendor?
   (ii) Has the Vendor carried out any improvement on the property for which the tenant is liable to compensate the Vendor?
   (iii) Are there any unresolved disputes between the Vendor and a tenant pursuant to an agreement which creates an interest in land?
   (iv) Are there any fixtures on the property which the tenant may have right to access or removal?
   (v) Are there any details/documents that record the condition of the property at the commencement of the tenancy? If yes, please provide copies.

8. Buildings

(a) Are there any structures on the property which require approval for their current use, but do not have such approval?

(b) Are there any structures on the property that are required to have the approval of the local council but do not?

(c) Have the provisions of the *Local Government Act 1993* (NSW) and the *Environmental Planning and Assessment Act 1979* (NSW) been complied with?

(d) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

(e) Has the Vendor a survey? If so, please provide a copy.

(f) Has the Vendor a Building Certificate and/or Final Occupation Certificate which relates to any current buildings or structures? If so, it should be handed over on completion. Please provide a copy.

(g) In respect of any residential building work carried out in the last ten years:

(i) Please identify the building work carried out;

(ii) When was the building work completed?

(iii) Please state the builder's name and licence number (or provide a copy of any owner-builder permit relating to the work);

(iv) Please provide details of any insurance under the *Home Building Act 1989* (NSW).

(h) Has there been any complaint or insurance claim made, or any circumstances known to the Vendor which may warrant a complaint or insurance claim due to the non-completion, defective work or otherwise from a breach of the statutory warranties under the *Home Building Act 1989* (NSW) related to residential building work carried out on the property? If so, full details should be provided.

(i) Do any structures on the property contain loose-fill asbestos insulation? If so:

(i) which structures?

(ii) is the property listed on the loose-fill asbestos insulation register?

(j) Have the structures on the property been tested for loose-fill asbestos insulation?

9. Swimming pools

If there is a swimming pool:

(a) Has the pool been approved by the local council?

(b) Is it subject to the requirements of the *Swimming Pools Act 1992* (NSW)? If not, why not?

(c) Does it comply with all the requirements of the *Swimming Pools Act 1992* (NSW) and regulations made under that Act?

(d) Has a fence and signage been erected around the swimming pool?

(e) Has the Vendor obtained a certificate of non-compliance pursuant to clause 18BA of the *Swimming Pools Regulation 2008* (NSW)? If so, and the certificate is not attached to the contract, please provide a copy of the certificate and the details of the non-compliance.

(f) Have any notices, directions or orders issued under the *Swimming Pools Act 1992* (NSW) and/or regulations made under that Act?

(g) Has the Vendor obtained a certificate of compliance pursuant to section 22D of the *Swimming Pools Act 1992 (NSW)*? If so, and the certificate is not attached to the contract, please provide a copy.

(h) If a certificate of compliance is not attached to the Contract, please provide evidence of registration, eg. certificate of registration of the swimming pool pursuant to section 30C of the *Swimming Pools Act 1992* (NSW), and a relevant occupation certificate within the meaning of the *Swimming Pools Act 1992* (NSW).

(i) Any original certificate of non-compliance, certificate of compliance and relevant occupation certificate held must be handed over at completion.

(j) Where a certificate of compliance includes a reference to an exemption, please provide the details of the exemption granted by council.

(k) Has the Vendor received any notification of the cancellation of a certificate of compliance? If so please provide a copy.

10. Solar Panels

(a) Do any of the improvements erected at the property have solar panels?

(b) Is there any energy buy back arrangement in place? If so, can it be assigned to the Purchaser?

(c) Please provide a copy of the supply agreement for the solar panels including particulars of the Contract price.
(d) Does the supply agreement provide for assignment to a new owner of the property?
(e) Does the rate per kW of power generated in dollar terms remain constant during the term of the supply agreement?
(f) Is there a net meter for any solar panels?
(g) Are there any arrangements in relation to a voluntary feed in tariff?
(h) Is there a battery storage system? If so please advise details of the system.

11. Rates

(a) What government, local government or statutory authorities levy rates on the property? (such as local council or Local Land Services).
(b) Has the property been declared "farmland for rating purposes under the *Local Government Act 1993* (NSW)?
(c) Are there any deferred rates attaching to the property? Please provide particulars.

12. Boundary fences

(a) Are there any boundary or give and take fences on the property? If so where are they located?
(b) Are there any boundaries along watercourses and, if so, how are they fenced?
(c) Are there any notices from neighbours or statutory authorities about the erection or repair of any boundary fence or give and take fence?
(d) Is there any agreement, written or oral, with any neighbour about the erection or repair of a boundary fence?

13. Soil conservation

(a) (i) Are there any agreements about soil conservation affecting the property?
(ii) Please provide copies of any licences or agreements.
(iii) Are there any monies outstanding under any licence or agreement?
(b) Is the land or any part of it within an area of erosion hazard under the *Soil Conservation Act 1938* (NSW)?
(c) Is there any charge or any other outstanding liability affecting the land under section 22(5) of the *Soil Conservation Act 1938* (NSW)?
(d) Are there any circumstances known to the Vendor that could give rise to soil conservation liabilities in the future?

14. Timber

(a) Are there any agreements with any authority or anyone else about the felling or removal of timber from the property? If so,
(i) Please provide copies of any licences or agreements.
(ii) Are there any monies outstanding under any licence or agreement?
Please provide details and copies of any relevant documents as soon as possible, and in any event not later than 14 days before completion.
(b) Is the Vendor aware of any of the following being granted to or held by the Vendor or any other person under the *Forestry Act 2012* (NSW) in respect of the property:
(i) Forest lease or licence;
(ii) Forest products licence;
(iii) Clearing licence;
(iv) Profit-a-prendre; or
(v) Any other lease, licence, permit, right or interest?
Please provide details and copies of any relevant documents as soon as possible, and in any event not later than 14 days before completion.

15. Water

(a) Is the Vendor entitled to have water supplied to the property by any authority? If so, please supply details and if any meter or works are situated on lands other than the property please advise what rights or agreements exist.
(b) Is any water available to the property:
(i) From any well, bore or dam that is not wholly on the property and if so where?

(ii) Under any private water agreement? If so, what rights exist in respect to any private water agreement and please supply copies of any agreement.

(c) Is the land in a water sharing plan area under the *Water Management Act 2000* (NSW)?

(d) Does the Vendor hold any water rights or licence, permit or authority under the *Water Act 1912* (NSW) or the *Water Management Act 2000* (NSW); or, the benefit of any applications under either Act not yet dealt with? Please supply copies of all licences, permits, authorities, applications or correspondence in respect of such applications.

(e) Is the Vendor liable to any authority, or to any other person, to pay for water or for water rights?

(f) (i) Have any dams or other earthworks been constructed on any water course on the property?

(i) If so, was any permission for the construction sought or given by any relevant authority?

(g) Are there any bore trusts that affect the property? If so, please provide:

(i) The name and contact details of the secretary or relevant office bearer of the trust;

(ii) Details of licences of permits in respect of the bore;

(iii) If water is conveyed from the bore to the property through other properties please supply details of owners of those properties and copies of any easements or agreements.

(h) If there is a dam on the property which exceeds the maximum harvestable right dam capacity which is used for irrigation or which is used for watering a commercial crop or an intensive livestock industry:-

(i) Has the dam been approved by and registered with NSW Office of Water?

(ii) Has a licence issued for the dam? If so, please provide a copy of the licence.

(iii) Did the dam require the approval of local council? If so, please provide a copy of such approval.

(i) Are there any points of supply of water not wholly located within the boundaries of the land? If so are appropriate easements in place?

(j) Are there any levee banks on the property? If so was a licence obtained and are they constructed in accordance with the licence?

(k) Have all earthworks requiring development consent on the property been fully approved?

16. Electricity

(a) Which electricity authority supplies electricity to the property?

(b) Is there any money owing to that authority for capital works? If so, please furnish full particulars.

17. Access, roads and enclosure permits

(a) Is access to the property at any point over any land other than a main or public road? (Such as a right of way or access over Local Land Services property.)

(b) Are there any rights of way or other easements over the property?

(c) Is the Vendor aware of any proposal to close, or any application or pending application to close or any proposal to purchase any road adjacent to the property?

(d) Is the Vendor aware of any proposed realignment on any road adjacent to the property?

(e) Is there any main road, public road Crown road or travelling stock route through the property at any point?

(f) Is there any enclosure permit that attaches to the property? If so, please furnish full particulars.

(g) Has the Vendor or a predecessor in title made an application to close or to purchase a road within the property or any other road which provides access to the property? If so, please advise the status of the application.

18. Rural workers accommodation

(a) Is there any building situated on the land for the accommodation of rural workers?

(b) If so:

(i) Have the requirements of the *Rural Workers Accommodation Act 1969* (NSW) and *Work Health and Safety Act 2011* (NSW) been complied with?

(ii) Is the Vendor aware of any notice, prosecution or proceedings including enforcement proceedings, under the *Rural Workers Accommodation Act 1969* (NSW) and *Work Health and Safety Act 2011* (NSW) that have been instituted or threatened against the Vendor or any previous owner of the property?

(iii) Does the Vendor have planning approval for rural workers accommodation?

19. Stock diseases

(a) Are there any quarantine or other notices or orders or undertakings relating to stock on the property including stock on agistment or stock not owned by the Vendor? (Such as notices or orders made about anthrax, lice, brucellosis or footrot, Ovine Johnes Disease (**OJD**) or Bovine Johnes Disease (**BJD**).)

(b) Has any order been made under section 62 of the *Biosecurity Act 2015* (NSW)?

20. Pollution

(a) Are there any sheep or other stock dips, whether used or disused, on the property? If so, where on the property are they located?

(b) Are there any outstanding notices or orders under the *Environmentally Hazardous Chemicals Act 1985* (NSW)?

(c) Has the Vendor or any tenant, share farmer or previous owner used any chemicals on the property which could give rise to any problems with chemical residues under the *Environmentally Hazardous Chemicals Act 1985* (NSW) or the *Contaminated Land Management Act 1997* (NSW)?

(d) Has any Preliminary Investigation Order been made under section 10 or a Management Order been made under section 14 of the *Contaminated Land Management Act 1997* (NSW)? If so, has the land been declared to be significantly contaminated land within the meaning of section 11 of the *Contaminated Land Management Act 1997* (NSW)?

(e) Is there, or has there ever been, any underground fuel tank on the property? If so:-

(i) Where is/was it?

(ii) Is it still in use? If not, has it been emptied of fuel and decommissioned?

(f) Is there or has there been any fuel tank which may have leaked, causing soil pollution? If so, please supply full information about where it is, or was, situated.

21. Effluent Disposal Systems

(a) Is there a septic sewage disposal system on the property? If so, please supply evidence of registration of it with the local council.

(b) If there is no septic sewage disposal system and there is a house on the property, please supply details of the effluent disposal system used and evidence of registration with the local council.

(c) Has the local council inspected the septic sewage disposal system? If so when?

(d) Please provide copies of any correspondence from the local council in relation to effluent disposal, including as to any septic sewage disposal system on the property.

22. Resumptions

Is the Vendor aware of any resumption, proposed resumption, proposed purchase or proposed occupation of the property by any public authority? ? If so, please furnish full particulars at least14 days prior to completion.

23. Fixtures

(a) Are the fixtures or inclusions in the sale free of encumbrances?

(b) Any chattels not owned by the Vendor, or owned by the Vendor or any other person and not included in this sale, must be removed prior to completion.

24. Crown land

(a) Are there any amounts owing to the Crown for rent or for balance of purchase moneys? If so, please supply full details.

(b) Is there any application or pending application to the Crown for conversion or purchase from the Crown? If so, please advise the status of the application or pending application.

25. Pipelines

Is the Vendor aware of any licence, permit or easement for any pipeline over the property, either under the *Pipelines Act 1967* (NSW) or otherwise? If so:-

(a) Please provide copies any licences, permits or easements.

(b) Are there any monies outstanding under any licences or permits?

(c) Please advise the location of any licences, permits or easements.

26. Mining

(a) Has the Vendor any rights or entitlements, or received any notices, under the:

(i) *Mining Act 1992* (NSW); or
(ii) *Petroleum (Onshore) Act* 1991 (NSW)?
If so please provide details and provide a copy of any relevant documentation.

(b) Is the property within a mine subsidence district? If so:
(i) Has the erection or alteration of any improvement required approval? Please provide a copy.
(ii) Was the improvement erected or altered in accordance with the terms of the approval?

27. National Parks and Wildlife

(a) Is there any interim protection order in force over any part of the property under section 91B of the *National Parks and Wildlife Act 1974* (NSW)?
(b) Is there a conservation agreement affecting the property, or any part of it, under section 69B of the *National Parks and Wildlife Act 1974* (NSW)?
(c) Is there a Wildlife Refuge Agreement in place in respect of the property under section 68 of *National Parks and Wildlife Act 1974* (NSW)?

If so please provide details and provide a copy of any relevant documentation

28. Native vegetation

(a) Is the property subject to a Property Vegetation Plan as defined in the *Native Vegetation Act 2003* (NSW) (now repealed) or a private native forestry plan under Part 5C of Schedule 11 to the *Biodiversity Conservation Act 2016* (NSW)? If so please provide details and provide a copy of any relevant documentation.
(b) Has the Vendor carried out, or caused to be carried out, on the property any clearing of native vegetation? If so:
(i) Was clearing carried out pursuant to a development consent?
(ii) If so, was clearing carried out in accordance with the terms and conditions of that consent or plan?
(iii) Was clearing carried out pursuant to a Property Vegetation Plan approved under the *Native Vegetation Act 2003* (NSW) (now repealed)?
(iv) If not, was clearing carried out in accordance with Part 5A of the *Local Land Services Act 2013* (NSW)?
(v) Has the permitted clearing been completed?
(vi) If not, what is the extent of the clearing yet to be completed?
(vii) Please provide a copy of any mandatory code compliance certificate that has issued under the *Local Land Services Act 2013* (NSW).
(viii) Is any part of the property a set-aside area under the provisions of Part 5C of Schedule 11 to the *Biodiversity Conservation Act 2016* (NSW)? If so, please provide details, including any details entered in a public register.
(c) Has the Director General made any 'stop work' order under section 37 or given directions for remedial work under section 38 of the *Native Vegetation Act 2003* (NSW) (now repealed) or the *Biodiversity Conservation Act 2016* (NSW) in respect of the property?
(d) Has the Vendor, or any previous owner, ever been prosecuted for clearing native vegetation illegally from the property? If so, please provide full details including a copy of any written outcome of such proceedings.

29. Threatened Species

(a) Is the Vendor aware of any endangered species, endangered populations, endangered ecological communities, vulnerable species or vulnerable ecological communities as defined in the *Threatened Species Conservation Act 1995* (NSW)(now repealed) or threatened species or threatened ecological communicates as defined in the *Biodiversity Conservation Act 2016* (NSW) on the property?
(b) In reference to the *Threatened Species Conservation Act 1995* (NSW) (now repealed) are there, or has there ever been, as far as the Vendor is aware, any of the following relating to the property:
(i) Critical habitat declared under section 47 and notified on the Register kept by the Director General of the National Parks and Wildlife Service under section 55?
(ii) Any recovery plan published under section 67?
(iii) Any draft threat abatement plan published under section 84?

(iv) Any licence to harm or pick threatened species population or ecological communities or damage habitat, granted under section 91?

(c) Has there been any species impact statement prepared either for the purposes of the *Threatened Species Conservation Act 1995* (NSW)(now repealed) in accordance with section 110 or for the purposes of the *Environmental Planning and Assessment Act 1979* (NSW)?

(d) Has there been any stop work order made by the Director General under section 91AA or any interim protection order made under Part 6A of the *National Parks and Wildlife Act 1974* (NSW)?

(e) Has any part of the property been declared an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016* (NSW)? If the answer is yes to any of the questions above please supply full details.

30. Native Title

(a) Is the Vendor aware of any Native Title claim lodged under the *Native Title Act 1993* (Cth), or acts validated under the *Native Title (New South Wales) Act 1994* (NSW)?

(b) If so, has the Vendor filed an interest to be involved in the determination of such claim under either the Commonwealth or NSW legislation?

(c) If the land is a lease from the Crown, has the use purpose of the lease been altered since 1 January 1994 or is it in the process of being altered? If so, please provide a copy of the undertaking from the Crown not to seek from the lessee any reimbursement of compensation payable by the Crown to Native Title holders.

31. Aboriginal Sites

(a) Has the Vendor or any predecessor in title entered into a voluntary or compulsory conservation agreement concerning Aboriginal sites or relics? If so, please provide a copy of that agreement/s.

(b) Is the Vendor aware of any Aboriginal places, objects, artefacts or relics on any part of the property? If so, where are they located?

32. Environment

(a) Has the Vendor undertaken any activity that constitutes a 'controlled action' under the *Environment Protection and Biodiversity Conservation Act 1999* (Cth)? If so please provide details.

(b) Has the Vendor received any order or direction, or given any undertaking, under the *Biosecurity Act 2015* (NSW)? If so please provide details.

(c) Are there any registered or unregistered conservation agreements under the *Biodiversity Conservation Act 2016* (NSW) affecting the property (such as Biodiversity Stewardship Agreements, Conservation Agreements and Wildlife Refuge Agreements)?

(d) Are there any registered or unregistered conservation agreements not covered by the *Biodiversity Conservation Act 2016* (NSW)?

33. Foreign resident capital gains withholding measure

(a) Is the transaction an excluded transaction within the meaning of s14-215 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) (**TA Act**)?

(b) If not attached to the contract, does the Vendor hold or has the Vendor applied for a clearance certificate within the meaning of s14-220 of Schedule 1 to the TA Act?

(c) If not attached to the contract, does the Vendor hold or has the Vendor applied for a variation made under s14-235 of Schedule 1 to the TA Act?

34. Agreements or disagreements affecting the property

(a) Has the Vendor or any predecessor in title entered into any agreements not otherwise referred to in these requisitions, with anyone else affecting the property? If so, please provide details and provide a copy of any relevant documentation.

(b) Are there any legal proceedings threatened, pending or not concluded that involve the property in any way?

35. Completion

(a) If the Vendor has or is entitled to have possession of the title deeds, any Certificate Authentication Code must be provided seven days prior to completion.

(b) Please list any documents to be handed over on completion in addition to the certificate of title, transfer and any discharge of mortgage.

(c) If applicable, has the Vendor submitted a Request for CoRD Holder consent to the outgoing mortgagee?

(d) Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 321/1177493

SEARCH DATE	TIME	EDITION NO	DATE
10/10/2025	5:05 PM	4	10/8/2022

LAND

LOT 321 IN DEPOSITED PLAN 1177493
AT POKOLBIN
LOCAL GOVERNMENT AREA CESSNOCK
PARISH OF POKOLBIN COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1177493

FIRST SCHEDULE

ROBYN SUSANNE ENDERSBY (ND AS377372)

SECOND SCHEDULE (4 NOTIFICATIONS)

---

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 LAND EXCLUDES MINERALS WITHIN THE PART SHOWN SO INDICATED IN THE TITLE DIAGRAM - SEE CROWN GRANT
3 QUALIFIED TITLE. CAUTION PURSUANT TO SECTION 28J(1) AND 28J(1A) OF THE REAL PROPERTY ACT, 1900. ENTERED 9.8.2006 AS REGARDS THE PART IN BK 1974 NO 342
4 DP1177493 EASEMENT FOR WATER SUPPLY OVER EXISTING LINE OF PIPES AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

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Received: 10/10/2025 17:05:40

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: WAL17657

SEARCH DATE	TIME	EDITION NO	DATE
5/1/2026	4:02 PM	3	26/8/2022

WARNING NOTE: INFORMATION ON THIS REGISTER IS NOT GUARANTEED

TENURE TYPE: SPECIFIC PURPOSE

HOLDER(S)

ROBYN SUSANNE ENDERSBY (ND AS396480)

ENCUMBRANCES (1 ENCUMBRANCE)

1 TERM TRANSFER: NIL

NOTATIONS

A SECURITY INTEREST (MORTGAGE OR CHARGE) CANNOT BE REGISTERED ON THIS LICENCE. SEE S71D(2) WATER MANAGEMENT ACT 2000.

UNREGISTERED DEALINGS: NIL

ACCESS LICENCE DETAILS

CATEGORY: DOMESTIC AND STOCK (STOCK)

SHARE COMPONENT:
SHARE - 5 MEGALITRES PER YEAR
WATER SOURCE - BLACK CREEK WATER SOURCE
WATER SHARING PLAN - HUNTER UNREGULATED AND ALLUVIAL WATER SOURCES 2022

EXTRACTION COMPONENT:
TIMES/RATES/CIRCUMSTANCES - SUBJECT TO THE CONDITIONS OF THE WATER ACCESS LICENCE
EXTRACTION FROM - RIVER, LAKE OR SURFACE WATER RUNOFF
EXTRACTION ZONE - WHOLE WATER SOURCE

NOMINATED WORKS:
WORK APPROVAL NUMBER(S) - 20CA206304
INTERSTATE TAGGING ZONE - NIL

CONDITIONS

LICENCE CONDITIONS FORM A PART OF THIS LICENCE AND AFFECT THE SHARE AND EXTRACTION COMPONENTS. CONDITION STATEMENTS ARE AVAILABLE FROM

END OF PAGE 1 - CONTINUED OVER

CONDITIONS (CONTINUED)

WATERNSW

NOTES

A WATER LICENCE INFORMATION SHEET IS AVAILABLE FROM THE WATERNSW WEBSITE WWW.WATERNSW.COM.AU AND SHOULD BE REFERRED TO IN INTERPRETING THIS LICENCE.
WATERNSW PHONE 1300 662 077, EMAIL CUSTOMER.HELPDESK@WATERNSW.COM.AU
LICENCE REFERENCE NUMBER: 20AL206302
PREVIOUS WATER ACT LICENCE NUMBER(S): 20SL060910.

*** END OF SEARCH ***

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: WAL37166

SEARCH DATE	TIME	EDITION NO	DATE
5/1/2026	4:01 PM	3	26/8/2022

WARNING NOTE: INFORMATION ON THIS REGISTER IS NOT GUARANTEED

TENURE TYPE: CONTINUING

HOLDER(S)

ROBYN SUSANNE ENDERSBY (ND AS396481)

ENCUMBRANCES (1 ENCUMBRANCE)

1 TERM TRANSFER: NIL

NOTATIONS

UNREGISTERED DEALINGS: NIL

ACCESS LICENCE DETAILS

CATEGORY: UNREGULATED RIVER

SHARE COMPONENT:
SHARE - 17.5 UNITS
WATER SOURCE - BLACK CREEK WATER SOURCE
WATER SHARING PLAN - HUNTER UNREGULATED AND ALLUVIAL WATER SOURCES 2022

EXTRACTION COMPONENT:
TIMES/RATES/CIRCUMSTANCES - SUBJECT TO THE CONDITIONS OF THE WATER ACCESS LICENCE
EXTRACTION FROM - RIVER, LAKE OR SURFACE WATER RUNOFF
EXTRACTION ZONE - WHOLE WATER SOURCE

NOMINATED WORKS:
WORK APPROVAL NUMBER(S) - 20CA206304
INTERSTATE TAGGING ZONE - NIL

CONDITIONS

LICENCE CONDITIONS FORM A PART OF THIS LICENCE AND AFFECT THE SHARE AND EXTRACTION COMPONENTS. CONDITION STATEMENTS ARE AVAILABLE FROM WATERNSW

END OF PAGE 1 - CONTINUED OVER

FOLIO: WAL37166 PAGE 2

NOTES

A WATER LICENCE INFORMATION SHEET IS AVAILABLE FROM THE WATERNSW WEBSITE WWW.WATERNSW.COM.AU AND SHOULD BE REFERRED TO IN INTERPRETING THIS LICENCE.
WATERNSW PHONE 1300 662 077, EMAIL CUSTOMER.HELPDESK@WATERNSW.COM.AU
LICENCE REFERENCE NUMBER: 20AL213192

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Req:R081746 /Doc:DP 1177493 B /Rev:08-Aug-2012 /NSW LRS /Pgs:ALL /Prt:14-Oct-2025 09:58 /Seq:1 of 2
© Office of the Registrar-General /Src:InfoTrack /Ref:44529

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

Plan: DP1177493

Plan of Subdivision of Lot 32, D.P.755252 and Lot 33, D.P.1101872
Covered by Subdivision Certificate No.14/2011/535/1

Full name and address of proprietor of Land:

Ivan Thomas HOWARD
353 Oakey Creek Road
POKOLBIN NSW 2320

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), Road(s), bodies or Prescribed Authorities
1.	Easement For Water Supply Over Existing Line Of Pipes	321	31/755252

Part 2 (Terms)

1. Terms of Easement For Water Supply Over Existing Line Of Pipes firstly referred to in the plan:

1. The owner of the lot benefited may:
   (a) run water in pipes through each lot burdened, but only within the site of this easement, and
   (b) do anything reasonably necessary for that purpose, including:
   - entering the lot burdened, and
   - taking anything on to the lot burdened, and
   - carrying out work, such as constructing, placing, repairing or maintaining pipes and equipment.
2. In exercising those powers, the owner of the lot benefited must:
   (a) ensure all work is done properly, and
   (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
   (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
   (d) restore the lot burdened as nearly as is practicable to its former condition, and
   (e) make good any collateral damage.

Req:R081746 /Doc:DP 1177493 B /Rev:08-Aug-2012 /NSW LRS /Pgs:ALL /Prt:14-Oct-2025 09:58 /Seq:2 of 2
© Office of the Registrar-General /Src:InfoTrack /Ref:44529

ePlan

Plan: DP1177493

Plan of Subdivision of Lot 32, D.P.755252 and
Lot 33, D.P.1101872
Covered by Subdivision Certificate No.14/2011/535/1

Signed in my presence by Ivan Thomas HOWARD
who is personally known to me

Ivan T. Howard
Registered Proprietor

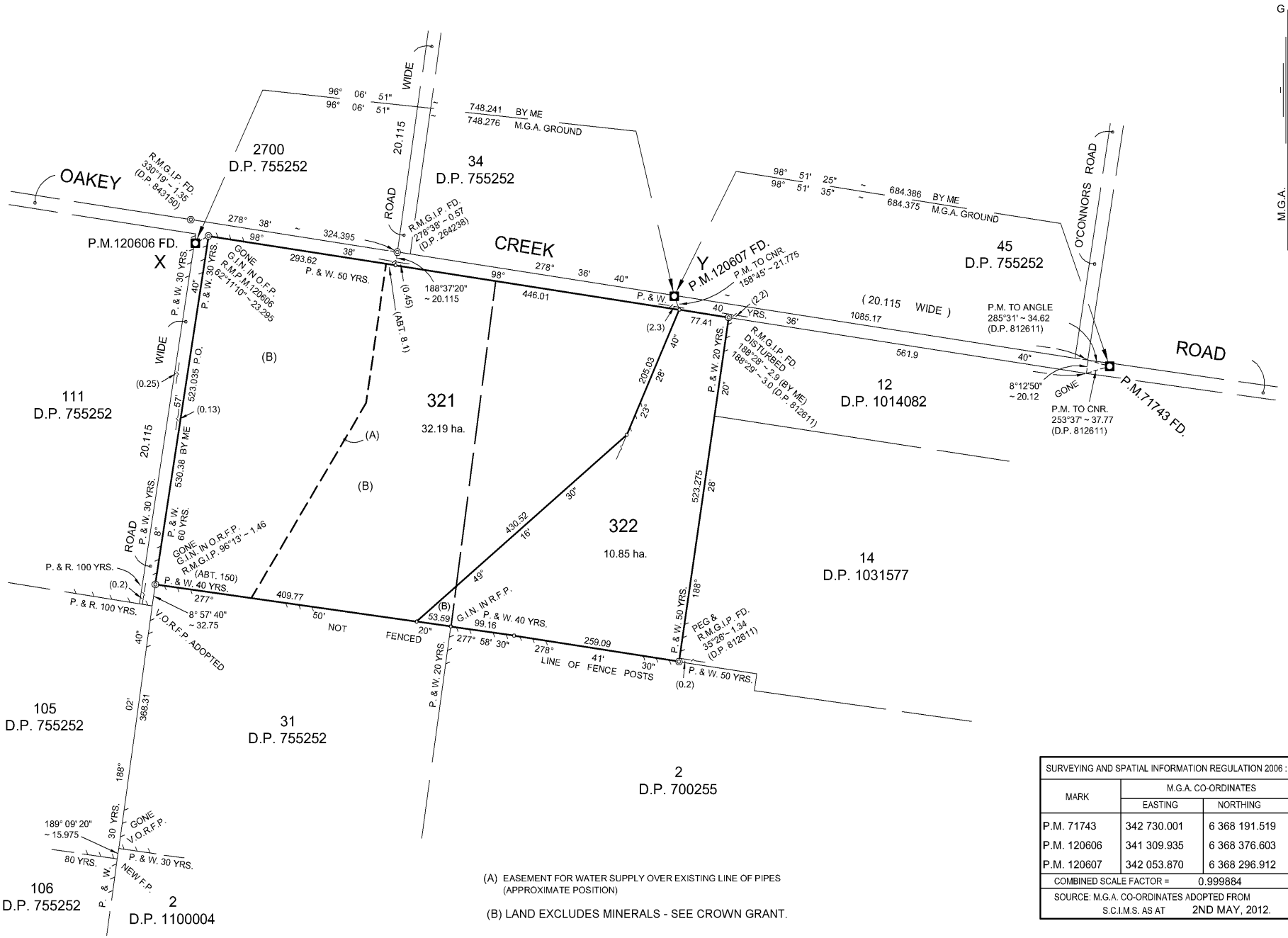
S R Howard
Signature of witness

SUSAN RUTH HOWARD
Name of witness (please print)

'Somerset Views' 353 Oakey Creek Road Pokolbin NSW 2320
Address of Witness

REGISTERED 8.8.2012

InfoTrack



(A) EASEMENT FOR WATER SUPPLY OVER EXISTING LINE OF PIPES (APPROXIMATE POSITION)

(B) LAND EXCLUDES MINERALS - SEE CROWN GRANT.

SURVEYING AND SPATIAL INFORMATION REGULATION 2006 : CLAUSE 35 & 61(2)

MARK	M.G.A. CO-ORDINATES EASTING	M.G.A. CO-ORDINATES NORTHING	CLASS	ORDER
P.M. 71743	342 730.001	6 368 191.519	A	1
P.M. 120606	341 309.935	6 368 376.603	B	2
P.M. 120607	342 053.870	6 368 296.912	B	2
COMBINED SCALE FACTOR =	0.999884		ZONE =	56

SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM S.C.I.M.S. AS AT 2ND MAY, 2012.

Surveyor: ANDREW MARK SCOTT
MARSHALL SCOTT PTY LIMITED
121a Vincent Street / P.O. Box 165, Cessnock, 2325
Tel: (02) 4990 1711 Fax: (02) 4990 6197
Date of Survey: 7TH MAY, 2012.
Surveyor's Ref: 19934

PLAN OF SUBDIVISION OF
LOT 32, D.P. 755252 AND LOT 33, D.P. 1101872.

LGA: CESSNOCK
Locality: POKOLBIN
Subdivision No: 14/2011/535/1
Lengths are in metres. Reduction Ratio 1: 4000

Registered 8.8.2012

DP1177493

10 20 30 40 50 Table of mm 90 100 110 120 130 140

Req:R081789 /Doc:DP 1177493 P /Rev:08-Aug-2012 /NSW LRS /Pgs:ALL /Prt:14-Oct-2025 10:01 /Seq:1 of 2
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Req:R081789 /Doc:DP 1177493 P /Rev:08-Aug-2012 /NSW LRS /Pgs:ALL /Prt:14-Oct-2025 10:01 /Seq:2 of 2
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PLAN FORM 6 WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

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

1. EASEMENT FOR WATER SUPPLY OVER EXISTING LINE OF PIPES.

Ivan T. Howard

Use PLAN FORM 6A
for additional certificates, signatures, seals and statements

Office Use Only

DP1177493

Office Use Only

Registered: 8.8.2012
Title System: TORRENS
Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 32, D.P.755252 AND LOT 33, D.P.1101872

LGA: CESSNOCK
Locality: POKOLBIN
Parish: POKOLBIN
County: NORTHUMBERLAND

Survey Certificate

I, ANDREW MARK SCOTT
of MARSHALL SCOTT PTY LTD PO BOX 165 CESSNOCK NSW 2325
a surveyor registered under the *Surveying and Spatial Information Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying and Spatial Information Regulation, 2006* and was completed on: 7TH MAY, 2012.

The survey relates to LOTS 321 & 322 AND CONNECTIONS.

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature ..... *Dated:* 28/5/12
Surveyor registered under the Surveying and Spatial Information Act, 2002

Datum Line: X-Y
Type: Rural

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed SUBDIVISION set out herein

..... *Authorised Person

Consent Authority: CESSNOCK CITY COUNCIL
Date of Endorsement: 20 JUNE 2012
Accreditation no: —
Subdivision Certificate no: 14/2011/535/1
File no: 8/2011/535/1

* Delete whichever is inapplicable.

Plans used in the preparation of survey/compilation

D.P.1014080 D.P.843150
D.P.264238
D.P.812611
D.P.1101872
300.1501
628.1501
643.1501

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 19934

REGISTRATION NOT OPPOSED
A. J. Souter Commissioner
Sheep Hills

Not liable to fine

NEW SOUTH WALES ONE POUND STAMP DUTY

B 16 11 45 Y

THIS DEED made the ninth day of one thousand nine hundred and forty five BETWEEN IVAN THOMAS HOWARD and KEITH GEORGE LOMAS HOWARD both of Pokolbin in the State of New South Wales Farmers (hereinafter called the Executors) of the one part) and the said IVAN THOMAS HOWARD (hereinafter called the Devisee) of the other part WHEREAS, GEORGE THOMAS HOWARD of Pokolbin aforesaid Farmer duly made and published his last Will and Testament bearing date the first day of May one thousand nine hundred and forty four whereby he appointed the said Ivan Thomas Howard and Keith George Lomas Howard his Executors and Trustees thereof and gave devised and bequeathed all his real and personal estate to his said Trustees UPON certain trusts in the in the said Will set forth including a devise for his son the said Ivan Thomas Howard inter alia of the balance of Portion 33 being part of the land comprised in Deed of Conveyance dated the 24th day of May 1935 made between Alfred John Threadgate and Elizabeth Lillian Threadgate of the one part and the said George Thomas Howard of the other part registered number 287 Book 1719 after the said portion 33 had been surveyed so that an area of 13 acres off the eastern side could be conveyed and trans ferred to the said Keith George Lomas Howard AND WHEREAS the said Will of the said deceased created in favour of his wife Violet May Howard during her lifetime or widowhood a charge over all his real estate including the said balance of portion 33 so devised to the Devisee to secure to the said Violet May Howard the weekly payment of Two Pounds (£2) per week AND WHEREAS the amount charged against the devisee was a one-third share of the sum of Thirty five shillings (35/-) per week AND WHEREAS the said George Thomas Howard died on the fourteenth day of May one thousand nine hundred and forty four without having revoked his said Will AND WHEREAS Probate thereof was granted to the Executors by the Supreme Court of New South Wales in its Probate Jurisdiction on the thirteenth day of November one thousand nine hundred and forty four and numbered 296040 AND WHEREAS the said George Thomas Howard was at the time of his death seised in unencumbered fee simple of the hereditaments hereby conveyed AND WHEREAS the said Executors have at the request of the

263824

said devisee agreed to convey the said hereditaments to the said devisee subject to any charge which is to be created over the said land so to be conveyed under the terms of the said Will NOW THIS DEED WITNESSETH that in consideration of the premises the Executors as personal representatives hereby convey to the said devisee ALL THAT the balance of land after the surveyed area of 13 acres off the eastern side of the said portion 33 which land is more particularly shown on the plan hereunto and therein edged red COMMENCING at the north eastern corner of Portion 32 and bounded thence on the north by the southern side of a Road one chain wide bearing 90 degrees for 1803.4 links thence on the east by a line bearing 180 degrees 4 minutes for 2604.5 links thence on the south by part of the northern boundary of Portion 30 bearing 270 degrees 8 minutes for 1780.9 links and thence on the west by the eastern boundary of Portion 32 bearing 359 degrees 34 minutes for 2600.5 links to the point of commencement, TO HOLD the same unto the Devisee in fee simple subject to the charge in favour of the said Violet May Howard aforesaid IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

SIGNED SEALED AND DELIVERED by the said IVAN THOMAS HOWARD AND KEITH GEORGE LOMAS HOWARD in the presence of:-

I. G. Howard

K. G. L. Howard

J. Kearsall
Solicitor
Lismore

SIGNED SEALED AND DELIVERED by the said IVAN THOMAS HOWARD in the presence of:-

I. G. Howard

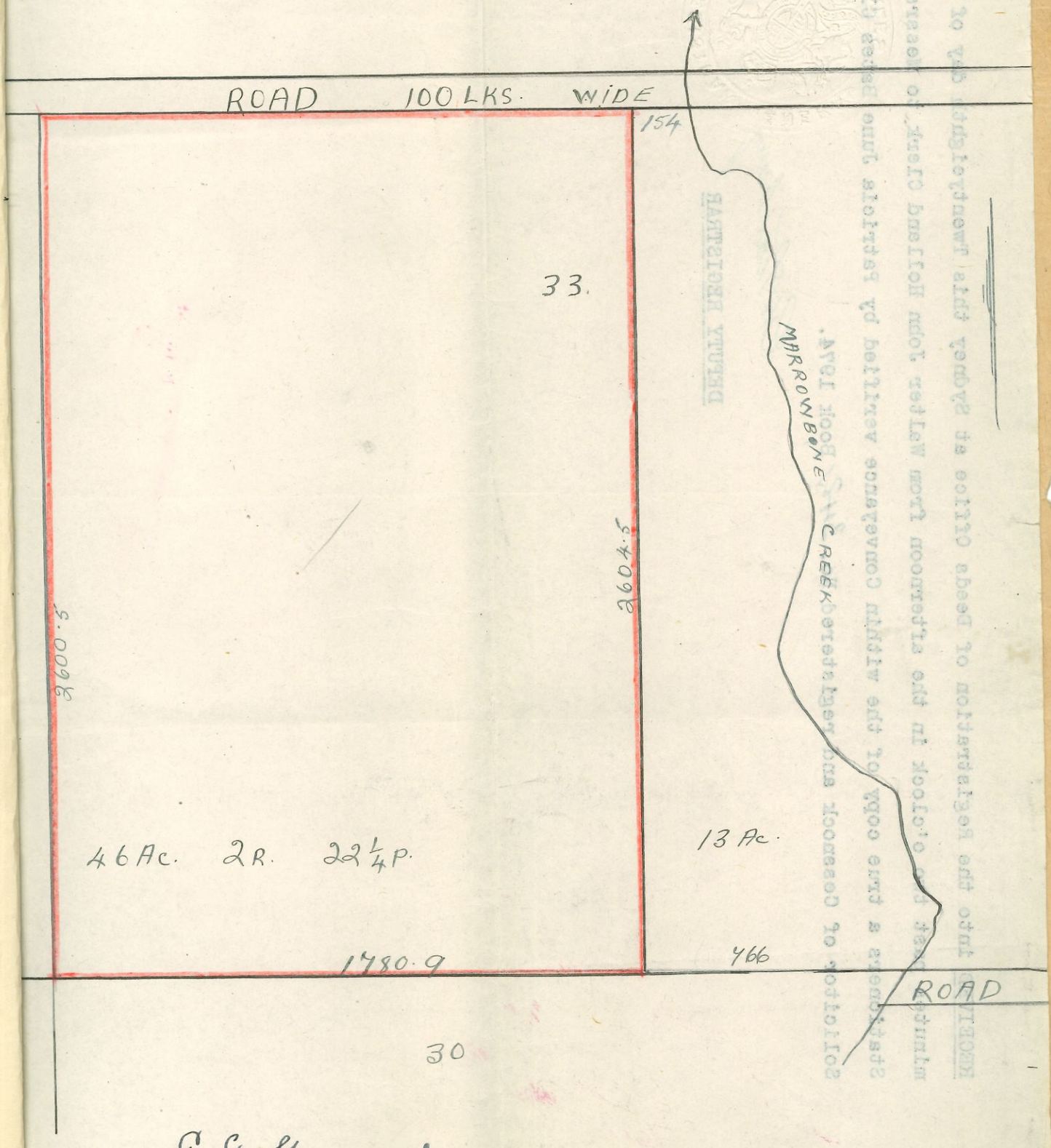
J. Kearsall

PLAN

of subdivision of Portion 33

Parish of Poholbin, County of Northumberland

Scale: 4 chains to an inch.



F. G. Howard

RECEIVED into the Registration of Deeds Office at Sydney this Twentyeighth day of November 1945 at Forty minutes past two o'clock in the afternoon from Walter John Holland Clerk to Messrs.Fuller & Co.of Sydney Law Stationers a true copy of the within Conveyance verified by Patricia June Bates Clerk to John C.Steggall, Solicitor of Cessnock and registered No. 342 Book 1974.

DEPUTY REGISTRAR

DATED the 9th day of October 1945.

B E T W E E N

IVAN THOMAS HOWARD AND
KEITH GEORGE LOMAS HOWARD

A N D

IVAN THOMAS HOWARD

DEED OF CONVEYANCE

(1)

JOHN C. STEGGALL,
Solicitor,
CESSNOCK.

PLANNING CERTIFICATE

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

Tranter Lawyers
PO Box 534
MAITLAND 2321

Applicants Reference
MRT:DM:44529

CERTIFICATE DETAILS

Certificate Number:	2835
Date of Certificate:	13/10/2025

PROPERTY DETAILS

Address:	353 Oakey Creek Road POKOLBIN NSW 2320
Title:	LOT: 321 DP: 1177493
Parcel No:	509380

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*.

t: 02 4993 4100 **f**: 02 4993 2500
p: PO Box 152 Cessnock NSW 2325
e: council@cessnock.nsw.gov.au **w**: www.cessnock.nsw.gov.au
ABN 60 919 148 928

PLANNING CERTIFICATE

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

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:

State Environmental Planning Policies

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

State Environmental Planning Policy (Sustainable Buildings) 2022_ relevant to zones _ RU4, RU5, RE1, RE2, E1, E2, E3, E4, MU1, C4, SP1, SP2 & SP3

Chapter 2 _ Standards for residential development _ BASIX

Chapter 3_ Standards for Non-residential development

Chapter 4_ Miscellaneous

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 3 _ Hazardous and offensive development

Chapter 4 _ Remediation of land

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

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 2 _ Infrastructure

Chapter 3 _ Educational establishments and child care facilities

State Environmental Planning Policy (Resources and Energy) 2021

Chapter 2 _Mining, petroleum production and extractive industries

State Environmental Planning Policy (Primary Production) 2021

Chapter 2 _ Primary production and rural development

State Environmental Planning Policy (Planning Systems) 2021

Chapter 2 _ State and regional development

Chapter 4 _ Concurrences and consents

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapter 4 _ Koala habitat protection 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Precincts _ Regional) 2021

Chapter 2 _ State significant precincts

The chapters listed above are those that are applicable to the whole LGA. Please note that other chapters of the state environmental planning policies may apply to particular parcels of land in the LGA.

Local Environmental Plans

Cessnock Local Environmental Plan 2011

Development Control Plans

Cessnock Development Control Plan 2010

Note: Detailed information on the local environmental plans and State Environmental Planning Policies that are listed in this certificate are available at NSW Legislation – in force website.

(2) The name of each proposed environmental planning instruments and draft development control plan, which is or has been subject to community consultation or public exhibition under the Environmental Planning and Assessment Act 1979, that will apply to the carrying out of development on the land and:

(3) Council has been notified that the following Draft State Environmental Planning Policy was placed on public exhibition and may affect land use planning and development in Cessnock:

Draft State Environmental Planning Policies

DRAFT SEPP _ New Sustainable Buildings Incorporating BASIX (in force from 1 October 2023)

Draft Planning Proposal for Local Environmental Plan

DRAFT Planning Proposal _ 18-2020-3-1_ Proposal to implement the changes to the Special Purposes(SP)zones _ Public Exhibition _ 02-02-2023 _ 02-03-2023.

Draft Planning Proposal _ Cessnock City Council Various Administrative Amendments 2021 _ Public exhibition 30-11-2022 - 18-01-2022

18 2024 3 1 _ Draft Anomalies / Housekeeping _ Public Exhibition _ 3 February 2025 - 4 March 2025

Draft Development Control Plan

Draft DCP _ Parking and Access Subdivision Chapter _ Public Exhibition _ 26/04/2024_ 24/05/2024

Draft DCP _ E20 Regrowth Kurri Kurri _ Adopted by Council _ Public Exhibition _ 01/05/2024 _ 29/05/2024

DRAFT DCP Chapter _ Access and Parking Review _ 57 2023 2 1 _ Public Exhibition _ 26/4/2024 _ 24/5/2024

DRAFT DCP Chapter _ D1 Subdivision Guidelines _ Public Exhibition _ 26/4/2024 _ 24/5/2024

Draft Waste Management DCP, Waste Management Guidelines & DCP Dictionary Amendments _ 57 2023 11 1 _ 5/11/2024 _ 3/12/2024

Draft DCP _ Administrative and Legislative Context (replacing Part A Introduction)and E1 Centres (replacing E16 Commercial Precinct and E19 Branxton Town Centre relating to developments in E1 Local Centre, E2 Commercial Centre and MU1 Mixed Use zones) _ 57/2020/2/1 _ Public Exhibition _ 13/09/2023 _ 12/10/2023

57 2025 2 1 _ Draft Cessnock Development Control (DCP) Plan Chapter _ Vineyards Ditrict _ Public Exhibition 28 March 2025 - 9 May 2025

57 2025 9 1 _ Draft Cessnock Development Control Plan (DCP) Chapter _ Signage and Outdoor Advertising _ Public Exhibition 28 March 2025 _ 9 May 2025

57 2025 8 1 _ Draft Cessnock Development Control (DCP) Plan Chapter _ Tourist and Visitors Accommodation on Rural and Conservation Lands _ Public Exhibition _ 28 March 2025 to 9 May 2025

(4) **In this section –**

proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No.34 _ Notification Date 10 June 2022 _ 18 2019 1 1 _ Reclassification and Rezoning of Various Council Land

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 35 _ 18 2020 2 1 _ Notification Date 21 October 2022 _ Administrative amendments.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 36 _ 18 2020 3 1 _ Notification Date 2 June 2023 _ Recreation Lands (ORIGINALLY ALLOCATED TO HYDRO - Refer to Map Only Amendment No 4)

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 37 _ 18 2021 3 1 _ Notification Date 17 February 2023 _ Wills Hill Road - Heritage Listing.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 38 _ 18 2021 6 1 _ Notification Date 16 June 2023 _ Environemtnal Zones (text only) amendments.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 39 _ 18 2022 3 1 _ Notification Date 15 December 2023 _ Lovedale Integrated Tourist Development.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 40 _ 18 2022 2 1 _ Notification Date 13 October 2023 _ Rural Zones.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 41 _ 18 2020 5 1 _ Notification Date 4 August 2023 _ 0 Blackhill Road, Black Hill - Additional Permitted Use for a Dwelling.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 42 _ 18 2022 4 1 _ Notification Date 24 May 2023 _ Section 3.22 Heritage Amendments.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 43 _ 18 2023 8 1 _ Notification Date 4 August 2023 _ Removal of Clause 7.11B from 49B Aberdare Road Aberdare.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 1 _ 18 2017 6 1 _ Notification Date 6 August 2021 _ 17 Branxton Street, Greta.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 2 _ 18 2020 1 1 _ 39 Pinchen Street and 8 Kerlew Street, Nulkaba

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 3 _ 18 2021 7 1 _ Notification Date 9 September 2022 _ Cessnock Commercial Precinct.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 4 _ 18 2015 2 1 _ Notification Date 16 December 2022 _ Hydro Kurri Kurri.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 5 _ 18 2020 4 1 _ Notification Date 30 June 2023 _ 259 & 261 Averys Lane Buchanan (LSZ, LZN & URA) (originally allocated to Black Hill - Refer to Amendmnet No. 41).

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 6 _ RN20 956 _ Notification Date 26 April 2023 _ Employment Zones Reforms.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 7 _ 18 2022 9 1 _ Notification Date 9 June 2023 _ Employment Zones Reforms S.3.22 Amendment (Originally allocated to Hydro Part A - refer to MOA No.8.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 8 _ 18 2015 2 1 _ Notification Date 16 June 2023 _ Hydro Kurri Kurri (Part A - land above PMF excluded from Amendment No 4).

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 9 _ 18 2020 3 1 _ Notification Date 25 August 2023 _ Special Purposes (Various).

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 10 _ 18 2015 2 1 _ Notification Date 24 May 2024 _ Hydro Kurri Kurri (Part B - land above PMF excluded from Amendment No. 4 and 8.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 11 _ 18 2024 5 1 _ Notification Date 16 August 2024 _ Split Zoning 3.22 Zone Boundary Adjustment.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 12 _ 18 2022 9 1 _ Notification Date 20 September 2024 _ Conversion of LEP PDF maps to Digital Mapping.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 13 _ PP-2024-2402 _ Notification Date 6 December 2024 _ applies to land on and surrounding Kurri Kurri Aquatic Centre _ Lot 1 DP1153680 and Lot 1 DP1166822. Zoning change from C2 Environmental Conservation to RE1 Public Recreation.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 44 _ PP-2023-1184 _ Notification Date 13 December 2024 _ Lot 5, DP239505, 406 Wilderness Road, Lovedale - additional permitted use of "depot" as permitted with development consent, if the depot is used for the purposes of a balloon tourism business.

Draft Cessnock Local Environmental Plan 2011 _ Amendment 46 _ PP-2024-2769 - Notification Date 3 February 2025 _ Administrative Amendments _ LGA Wide.

2. Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described –

(a) the identity of the zone, whether by reference to –

(i) a name, such as “Residential Zone” or “Heritage Area”, or

(ii) a number, such as “Zone No 2 (a)”,

RU4 Primary Production Small Lots under the Cessnock Local Environmental Plan 2011

(b) the purposes for which development in the zone –

(i) may be carried out without development consent, and

(ii) may not be carried out except with development consent, and

(iii) is prohibited,

RU4 Primary Production Small Lot

1 Permitted without consent

Extensive agriculture; Home occupations

2 Permitted with consent

Agricultural produce industries; Agritourism; Animal boarding or training establishments; Aquaculture; Cellar door premises; Centre-based child care facilities; Community facilities; Dwelling houses; Environmental facilities; Environmental protection works; Farm buildings; Function centres; Home businesses; Home industries; Information and education facilities; Intensive plant agriculture; Neighbourhood shops; Plant nurseries; Respite day care centres; Restaurants or cafes; Roads; Roadside stalls; Rural supplies; Rural workers' dwellings; Secondary dwellings; Signage; Tourist and visitor accommodation; Waste or resource management facilities

3 Prohibited

Hotel or motel accommodation; Any other development not specified in item 1 or 2

(c) whether additional permitted uses apply to the land,

No

(d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,

No

(e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:

The land is not land that includes or comprises biodiversity conservation under the Biodiversity Conservation Act 2016.

(f) whether the land is in a conservation area, however described,

The land is not a conservation area under the Cessnock Local Environmental Plan 2011.

(g) whether an item of environmental heritage, however described, is located on the land.

An item of environmental heritage identified in Cessnock Local Environmental Plan 2011 is not situated on the land.

3. Contributions plans

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

Cessnock Section 7.12 Levy Contributions Plan 2017.

Cessnock City Wide Local Infrastructure Contributions Plan 2020.

Housing and Productivity Contributions

58 2023 1 1_ Draft Amendment No 2 to Cessnock City Wide S7.11 Infrastructure Contributions Plan and Cessnock City Wide S7.12 Infrastructure Contributions Plan _ Public Exhibition 28 March 2025 _ 9 May 2025

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4-

(a) The name of the region, and

(b) The name of the Ministerial planning order in which the reason is identified.

(3) If the land is in a special contribution area to which a continued 7.23 determination applies, the name of the area.

(4) In this section-

Continued 7.23 determination *means a 7.23 determination that-*

(a) Has been continued in force by the Act, Schedule 4, Part 1, and

(b) Has not been repealed as provided by that part.

Note- The Act, Schedule4, Part 1 contains other definitions that affect the interpretation of this section.

No

4. Complying development

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

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

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

(a) a restriction applies to the land, but it may not apply to all of the land, and

(b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

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

Housing Code	Complying Development may not be carried out under the Housing Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Rural housing code	Complying Development may be carried out under the Rural Housing Code where it meets the

	requirements of Clause 3A.37 Complying development on bush fire prone land contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Complying Development may be carried out under the Rural Housing Code where it meets the requirements of Clause 3A.38 Complying development on flood control lots contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Low Rise Housing Diversity Code	Complying Development may not be carried out under the Low Rise Housing Diversity Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Greenfield Housing Code	Complying Development may not be carried out under the Greenfield Housing Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Housing Alterations Code	Complying Development may be carried out on the land under the Housing Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
General Development Code (Transitional development under former General Housing Code and related provisions)	Complying Development may be carried out on the land under the General Development Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Industrial and Business Alterations Code	Complying Development may be carried out on the land under the Industrial and Business Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Industrial and Business Buildings Code	Complying Development may not be carried out under the Industrial and Business Buildings Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Container Recycling Facilities Code	Complying Development may not be carried out under the Container Recycling Facilities Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Subdivisions Code	Complying Development may be carried out on the land under the Subdivision Code, subject to the

	development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Demolition Code	Complying Development may be carried out on the land under the Demolition Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Fire Safety Code	Complying Development may be carried out on the land under the Fire Safety Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Agritourism and Farm Stay Accommodation Code	Complying Development may be carried out on the land under the Agritourism and Farm Stay Accommodation Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

5. Exempt Development

(1) If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1) (b1) -(d) or l .16A.

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

Biodiversity Conservation Act 2016 and Fisheries Management Act 1994	Exempt Development may not be carried out on land that is a declared area of outstanding biodiversity value under the Biodiversity Conservation Act 2016 or declared critical habitat under Part 7A of the Fisheries Management Act 1994
Wilderness Act 1987	Exempt Development may not be carried out on land that is, or is part of, a wilderness area (within the meaning of Wilderness Act 1987)
Heritage Act 1977	Exempt Development may not be carried out on land that is, or on which there is, an item that is listed on the State Heritage Register under the Heritage Act 1977, or that is subject to an interim heritage order under that Act
Schedule 4 _ Land included from the General Exempt Development Code	Exempt Development may be carried out on land that is described or otherwise identified on a map specified in Schedule 4.
Land within 18 kilometres of Siding	Exempt Development may not be carried out on

Spring Observatory	Land within 18 kilometres of Siding Spring Observatory
Schedule 11 _ Conditions applying to complying development certificates under the Agritourism and Farm Stay Accommodation Code	Exempt Development may be carried out on land that is not described or otherwise identified on the Agritourism and Farm Stay Accommodation Exempt and Complying Development map.

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

(a) a restriction applies to the land, but it may not apply to all of the land, and

(b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

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

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

6. Affected building notices and building product rectification orders

(1) Whether the Council is aware that –

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

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

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

(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*.

There is not an affected building notice, as defined by the Building Product (Safety) Act 2017, in force in respect to the land.

There is not an outstanding building product rectification order, as defined by the Building Products (Safety) Act 2017, in force in respect to the land.

A notice of intent to make a building product rectification order, as defined by the Building Products(Safety) Act 2017, has not been served in respect to the land.

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.

No

8. Road widening and road realignment

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

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

(b) an environmental planning instrument, or

(c) a resolution of the council.

The land is not affected by a road widening or road realignment proposal under:

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

(b) any environmental planning instrument, or

(c) any resolution of the council.

9. Flood related development controls

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

Yes

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

Yes

(3) In this section –

flood planning area has the same meaning as in the Flood Risk Management Manual.

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

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

Details relating to flood risk and flood planning levels are provided on a flood certificate and flood data application form. See Cessnock City Council's website Flood Certificate and Flood Data Application Form

Note: Flood Studies

- Cessnock Citywide Flood Study
- Branxton Flood Level Review WMA Water Final Report
- Floodplain Risk Management Study and Plan Report Cessnock City (Black Creek)
- Hunter River Branxton to Green Rocks Flood Study Final Report
- Wallis and Swamp Creek Flood Study Final Report Volume 1
- Wallis and Swamp Creek Flood Study Final Report Volume 2
- Wollombi Floodplain Risk Management Study & Plan
- Greta Flood Study
- Swamp/Fishery Creek Floodplain Risk Management Study - Final Report

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:

Landslip
No

Bushfire
No

Tidal Inundation
No

Subsidence
No

Acid Sulphate Soils
No

Contamination
Cessnock City Council _ Contaminated Land Policy _ Land Use Planning

Note: Council has adopted a policy for managing contaminated land. This may restrict development of identified contaminated or potentially contaminated land and is implemented when zoning, development or land use changes are proposed. Consideration of Council's adopted policy and section C5 of the Cessnock Development Control Plan along with the provisions of State Environmental Planning Policy (Resilience and Hazards) 2021 is required when changes or development is proposed.

Aircraft Noise
No

Salinity
No

Coastal Hazards
No

Sea Level Rise
No

Any Other Risk (other than flooding)
Cessnock City Council _ Climate Change Policy _ Land Use Planning

In this section – ***adopted policy*** means a policy adopted –

(a) by the council, or

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

11. Bush fire prone land

(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

(2) If none of the land is bush fire prone land, a statement to that effect.

Some of the land is bushfire prone land as defined in the Environmental Planning & Assessment Act 1979.

12. Loose-fill asbestos insulation

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

No

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 a development plan adopted by a relevant authority that –

(a) applies to the land, or

(b) is proposed to be subject to a ballot.

There is no development plan adopted by a relevant authority that applies to the land of that is proposed to be subject to a consent ballot.

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

There is no subdivision order that applies to the land

(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.

The land is not land to which a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies, only insofar as the Council has been notified of the existence of the plan by the person or body that approved the plan under the Act.

16. Biodiversity stewardship sites

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

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

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, but only insofar as the Council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

17. Biodiversity certified land

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

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

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

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

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

(2) In this section –

existing coastal protection works has the same meaning as in the Local Government Act 1993, section 553B.

Note – Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

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

20. Western Sydney Aerotropolis

Whether under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4 the land is—

(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or

(b) shown on the Lighting Intensity and Wind Shear Map, or

(c) shown on the Obstacle Limitation Surface Map, or

(d) in the "public safety area" on the Public Safety Area Map, or

(e) in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map.

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

21. Development consent conditions for seniors housing

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

No

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

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

(a) the period for which the certificate is current, and

(b) that a copy may be obtained from the Department.

There is not a valid current or former site compatibility verification certificate for affordable rental housing on the land.

(2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, 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).

No, Council is not aware of a condition of a development consent in relation to the land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, Clause 17(1) or 38(1).

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

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

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

No

(4) In this section –

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

23. Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*, a statement to that effect.

Note: A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the *Water Industry Competition Act 200* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

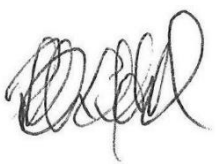
No

24. Special entertainment precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.

No

For further information, please contact Council's Assistant Strategic Planner on 02 4993 4100.



Peter Chrystal
Director Planning and Environment

CESSNOCK
CITY COUNCIL

11 August 2025

Mrs R S Endersby
353 Oakey Creek Road
POKOLBIN NSW 2320

Contact: Customer Relations Team
Our Ref: Parcel 509380
22/2001/1106/1

Dear Sir/Madam

Section 107A *Local Government Act 1993*
Renewal of Approval to Operate a System of Sewage Management No: 22/2001/1106
Property located at LOT: 321 DP: 1177493 353 Oakey Creek Road POKOLBIN

The Approval to Operate (ATO) for the on-site sewage management system (the System) on the land outlined above is now due and required to be maintained to continue operating the system.

Under the *Local Government Act 1993*, special provision is made to manage the renewal of your ATO by applying an itemised application fee on your Annual Rates and Charges Notice.

By making payment of your Annual Rates and Charges Notice, this approval takes effect for the period 1 September 2025 to 31 August 2026 on the basis the System and associated land application area is being operated and maintained in accordance with the terms and conditions of the original approval.

No further action is then required on your behalf however any alterations, including upgrades to the approved System do require a separate approval by Council.

As part of Council's Onsite Sewage Management Strategy, your System may be subjected to regulatory inspections to verify compliance with the conditions of this Approval. Council will (except for matters of urgency or complaint) provide you with prior written notice of its intention to conduct an inspection of the System. Additional fees may be charged for regulatory inspections in accordance with Council's adopted Fees and Charges.

Should you require any further information regarding this Approval, or the operation of your System, please do not hesitate to contact Council on telephone 02 4993 4100 or via email council@cessnock.nsw.gov.au.

Yours faithfully

Brendan Mayman
Environmental Health Team Leader

t: 02 4993 4100 **f**: 02 4993 2500
p: PO Box 152 Cessnock NSW 2325
e: council@cessnock.nsw.gov.au **w**: www.cessnock.nsw.gov.au
ABN 60 919 148 928

CESSNOCK
CITY COUNCIL

Contact: Adrienne Luck
Our Ref: OC 12/2021/21820/1 CFT-358147
Your Ref: PAN-136933

NOTICE OF DETERMINATION OF APPLICATION
for
OCCUPATION CERTIFICATE

Pursuant to the provisions of the *Environmental Planning & Assessment Act 1979* and Regulations thereunder, notice is hereby given of the determination by Cessnock City Council of **Occupation Certificate Application No. 12/2021/21820/1.** The application has been determined by:-

APPROVAL OF THE APPLICATION

Date of Determination:	04 August 2023
Certificate Particulars:	Occupation or use of a new building – Whole
Description of Building/s or Part:	Secondary Dwelling
BCA Classification:	1a
Property Description:	LOT: 321 DP: 1177493 353 Oakey Creek Road POKOLBIN
Development Consent No:	8/2021/21820/1
Construction Certificate No:	10/2021/21820/1
Certifier:	Cessnock City Council
Telephone No:	02 4993 4100
Address:	PO Box 152 Cessnock NSW 2325
Owner:	
Applicant:	

Cessnock City Council certifies that in regard to the building/s set out on the attached Notice of Determination:

- It has been appointed as the Principal Certifier under Section 6.6 of the *Environmental Planning and Assessment Act 1979*.
- The health and safety of the occupants of the building have been taken into consideration where an occupation certificate for a part of a new building (or partially completed building) is being issued.
- A current development consent or complying development certificate is in force for the building.
- If any building work has been carried out, a current construction certificate (or complying development certificate) has been issued with respect to the plans and specifications for the building.
- The building is suitable for occupation or use in accordance with its classification under the *Building Code of Australia*.

Certificate Number: 12/2021/21820/1

Adrienne Luck
Building Surveyor
BDC2461