

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Osborn George Real Estate Agents Raymond Terrace 20A William Street, Raymond Terrace, NSW 2324	phone: 02 4987 3571 email: raymondterrace@osborngeorge.com.au ref: Joel Osborn
co-agent		
vendor		
vendor's solicitor	McDonald Johnson Lawyers Level 1, 200 Union Street, The Junction NSW 2291	phone: 02 4905 0604 email: craigd@mcdj.com.au; cathyc@mcdj.com.au ref: Craig Doyle:2025-1365
date for completion	SEE SPECIAL CONDITIONS	(clause 15)
land (address, plan details and title reference)	PROPOSED LOT #, 3 BINNS STREET, RAYMOND TERRACE NSW 2324 PROPOSED LOT # WHICH IS PART OF LOT 201 DEPOSITED PLAN 1283541 Folio Identifier 201/1283541 (Part)	
improvements	☒ VACANT POSSESSION ☐ subject to existing tenancies ☐ HOUSE ☐ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
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	☐ air conditioning ☐ clothes line ☐ fixed floor coverings ☐ range hood ☐ blinds ☐ curtains ☐ insect screens ☐ solar panels ☐ built-in wardrobes ☐ dishwasher ☐ light fittings ☐ stove ☐ ceiling fans ☐ EV charger ☐ pool equipment ☐ TV antenna ☐ other:
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	(10% of the price, unless otherwise stated)
balance	
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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: _____ Signature of authorised person _____ Signature of authorised person _____ Name of authorised person _____ Name of authorised person _____ Office held _____ Office held	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 _____ Name of authorised person _____ Name of authorised person _____ Office held _____ Office held

ChoicesVendor agrees to accept a **deposit-bond**☐ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 4)

PEXA

Manual transaction (clause 30)☒ NO ☐ yes

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

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable☒ NO ☐ yes**GST:** Taxable supply☐ NO ☒ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☒ yes

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

General ☒ 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 diagram) ☐ 9 sewer lines location diagram (sewerage 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 <i>planning agreement</i> ☐ 12 section 88G certificate (positive covenant) ☐ 13 survey report ☐ 14 building information certificate or building certificate given under <i>legislation</i> ☐ 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 <i>clearance certificate</i> ☐ 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 or statement ☐ 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 or management contract or statement ☐ 55 document disclosing a change in boundaries ☐ 56 information certificate under Strata Schemes Management Act 2015 ☐ 57 information certificate under Community Land Management Act 2021 ☐ 58 disclosure statement - off the plan contract ☐ 59 other document relevant to the off the plan contract Other ☐ 60
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HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

- 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 within* a variation made under s14-235 of Schedule 1 to the *TA Act*;
- work order* in relation to a period, at any time before or during the period; and 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 22 of the Swimming Pools Regulation 2018).
- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.
- 2 Deposit and other payments before completion**
- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

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

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving it* –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within a reasonable time*.
- 6 Error or misdescription**
- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.
- 7 Claims by purchaser**
- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving it* with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.
- 8 Vendor's rights and obligations**
- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
 - 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
 - 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
 - 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
 - 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
 - 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
 - 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
 - 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each party's knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each party consents to –
- 20.16.1 any party signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the parties.
- 20.17 Each party agrees that electronic signing by a party identifies that party and indicates that party's intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 Normally, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract – that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place – that place; or
- 30.6.3 in any other case – the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

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

**ADDITIONAL CLAUSES TO CONTRACT FOR THE SALE AND PURCHASE OF LAND
OFF THE PLAN**

33. Definitions, Interpretations, and Inconsistencies

33.1 Definitions

In this Contract for Sale, the following words have the following meanings unless the context otherwise requires: -

"Completion Date" means the date of completion of this Contract as specified in Special Condition 36.

"Estimated Completion Date" means the date which is five (5) weeks after the date of this Contract.

"Plan of Subdivision" means the plan of subdivision annexed to the Contract

"Sunset date" means the date which is three (3) months from the date of this Contract.

33.2 Interpretations

In this Contract for Sale, unless the context otherwise requires: -

- (a) The singular includes the plural and vice versa;
- (b) Agenda includes other agenda;
- (c) Headings are used for convenience only and do not affect the interpretation of the Contract
- (d) A reference to a document includes a document as modified from time to time and any document replacing it;
- (e) person includes a natural person and any body or entity whether incorporated or not; and
- (f) In writing includes any communication sent by letter, transmission, or email.

33.3 Inconsistencies

To the extent that the provisions of these additional conditions are inconsistent with the printed form Contract then these conditions will prevail.

34. Amendments to Printed Form

34.1 For all purposes of this Contract, the terms of the printed Contract, to which these clauses are annexed, are amended as follows: -

- (a) Clause 1 – delete "a building society or credit union" from the definition of "Bank"
- (b) Clauses 14.4.1 and 14.4.2 are deleted.

35. Plan of Subdivision

- 35.1 The Purchaser acknowledges that this Contract is for the sale of a proposed lot in a Plan of Subdivision.
- 35.2 The Vendor discloses that it proposes to register the Plan of Subdivision substantially in the form annexed to this Contract.
- 35.3 Completion of this Contract is subject to and conditional upon the Vendor effecting registration of the Plan of Subdivision substantially in the form annexed.
- 35.4 The Vendor: -
- (a) estimates that it will register the Plan of Subdivision by the Estimated Completion Date; and
 - (b) will use all reasonable endeavours to have the Plan of Subdivision registered as a plan before the Sunset Date.
- 35.5 If the Plan of Subdivision is not registered before the Sunset Date (unless it has been varied by mutual agreement between the parties) then within fourteen (14) days after the Sunset Date either party may rescind this Contract by written notice to the other whereupon the provisions of clause 19 of this Contract will apply and therefore neither party will have any claim or demand against the other.
- 35.6 The Purchaser acknowledges that it has perused and made itself aware of the provisions contained in the Plan of Subdivision and Development Consent and it will make no objection, requisition or claim for compensation in relation to the matters contained in those documents.

36. Completion Date

- 36.1 Completion of this Contract will take place on the later of the following dates:
- (a) the date which is five (5) weeks from the date of the making of this Contract; and
 - (b) fourteen (14) days after the Vendor serves on the Purchaser a notice confirming registration of the Plan of Subdivision.

37. Minor Amendments to Plan of Subdivision

- 37.1 Notwithstanding any other provision of this Contract the Vendor reserves the right to make such minor amendment to the Plan of Subdivision as may be required to obtain the approval of the Council for registration of the Plan of Subdivision.
- 37.2 The Purchaser is not entitled to make any objection, requisition or claim for compensation, rescind or terminate this Contract, nor withhold any monies, nor delay completion on account of:
- (a) any alterations of lot numbers;
 - (b) any minor variations or discrepancies;
 - (c) any variation required by a government authority;

- (d) any variation required as part of a consent condition issued by Council or by a government authority;
- (e) any variation required by good building practice;
- (f) any variation required by a government agency or accredited certifier approving the registration of the Plan of Subdivision; or
- (g) any minor variation in the size of a lot or the dimensions of a lot.

37.3 A minor variation for the purposes of this condition means any modification to the boundaries of the property the effect of which does not change the total lot area by more than three percent (3%) when compared with the Plan of Subdivision.

38. Extension of Sunset Date

38.1 Notwithstanding any other provision of this Contract the Vendor may extend the Sunset Date by each day that the Vendor or its contractors have been delayed by reason of:

- (a) inclement weather or conditions resulting from inclement weather;
- (b) any civil commotion, combination of strikes or lockouts effecting the progress of the development or effecting the manufacture or supply of materials for construction of the property;
- (c) any delay in the approval for development or construction of the building by any governmental agency or Council (including any variation, modification or amendment of any such approval);
- (d) any delay by Council or any government authority in approving, signing or registering any document, including the Plan of Subdivision;
- (e) any matter or thing beyond the control of the Vendor which affects the progress of funding of the development and registration of the Plan of Subdivision; or
- (f) anything else beyond the control of the Vendor.

38.2 The project manager engaged from time to time by the Vendor is the sole **determinator** of the Vendor's entitlement of an extension under this special condition and the project manager will act as an expert and not as an arbitrator.

39. Claim for Compensation

Notwithstanding the provisions of this contract the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of Condition 8 hereof entitling the vendor to rescind this contract.

40. Incapacity

Without affecting the rights or remedies available to the rescinding party at law or in equity, **a party may rescind this contract by written notice to the other party's solicitors if the other party:**

- (a) is a natural person and
 - (i) dies;
 - (ii) becomes mentally ill; or

(iii) is declared bankrupt or enters into any scheme with, or makes any assignment of his estate for the benefit of his creditors; or

(b) is a company and

(i) resolves to go into liquidation; or

(ii) a liquidator, receiver, receiver and manager, administrator, trustee or similar official is appointed over its assets or undertaking.

41. Investment of Deposit unless TFNs provided

The parties acknowledge that the deposit holder shall not be required to invest the deposit unless both the vendor and purchaser advise the deposit holder in writing of the requirement for the investment of the deposit and of their respective Tax File Numbers.

42. Exclusion of Pre-Contractual Representations

42.1 This contract constitutes the entire agreement between the vendor and the purchaser relating to the sale of the property.

42.2 The parties have not entered into and are not bound by any collateral or other agreement, apart from this contract.

42.3 The parties are not bound by any warranty, representation, collateral agreement or implied term under the general law or imposed by legislation unless:

(a) such warranty, representation, agreement or term is contained in the express terms of this contract; or

(b) it is an implied term or warranty imposed by statute which is mandatory and cannot be excluded by the parties' agreement.

42.4 The purchaser acknowledges that the purchaser, when entering into this contract, relied exclusively on the following matters independently of any statements, inducements or representations made by or on behalf of the vendor (including by any estate agent acting on behalf of the vendor):

(a) the inspection of and investigations relating to the land made by or on behalf of the purchaser;

(b) the warranties and representations expressly contained in this contract;

(c) the skill and judgment of the purchaser, its consultants and representatives; and

(d) opinions or advice obtained by the purchaser independently of the vendor or of the vendor's agents or employees.

43. Notice to Perform

Should an event arise entitling either party to issue a Notice to Perform upon the other, then the parties agree that the period of seven (7) days from the service of such a Notice making time of the essence shall be a proper and reasonable time.

44. Notice to Complete

44.1 If either party is unable or unwilling to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a Notice to Complete making the time for completion essential. Such a Notice shall give not less than fourteen (14) days' notice after the day immediately following the day on which that Notice is received by the recipient of the Notice. The Notice to Complete

of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.

- 44.2 The party serving a Notice to Complete may:
- (a) at any time withdraw the Notice to Complete by a further notice to the other party; and
 - (b) at its option issue a further Notice to Complete.

45. Failure to Complete by Completion Date

- 45.1 If completion does not take place on or before the completion date and the vendor is not at fault then the purchaser must pay:
- (a) interest on the unpaid balance of the price together with any other amount payable by the purchaser to the vendor under this contract at the rate of 10% per annum calculated daily from and including the completion date to but excluding the actual day of completion and such interest must be paid on completion; and
 - (b) the sum of \$275.00 on account of the additional legal fees incurred by the vendor because of the delay.
- 45.2 The vendor is not obliged to complete unless the interest is paid.
- 45.3 Interest payable pursuant to this clause is a genuine pre-estimate of the vendor's loss as a result of the purchaser's failure to complete in accordance with this contract.
- 45.4 The right to interest does not limit any other rights the vendor may have as a result of the purchaser's failure to complete in accordance with this contract.
- 45.5 The purchaser's obligations under this clause are essential.

46. Estate Agent and Commission

- 46.1 The purchaser warrants that the purchaser was not introduced to the vendor or the property by any real estate agent (or employee of a person connected with a real estate agent) other than the vendor's agent (if any) named in this contract.
- 46.2 The purchaser indemnifies the vendor against any claim for commission which might be made by any agent resulting from an introduction forming a breach of the warranty given in clause 46.1, and also against all actions, proceedings, expenses and legal costs and disbursements (on a solicitor and client basis) in respect of any such claim.
- 46.3 It is agreed that the indemnity referred to in clause 46.2 is a continuing indemnity not merging on completion.
- 46.4 The purchaser authorises the vendor's agent named in this contract to deliver to the vendor's solicitor on or prior to completion a settlement cheque drawn as directed by the vendor's solicitor for an amount equal to the deposit less the vendor's agent's commission.

47. Electronic Signatures

- 47.1 The parties agree to accept, for the purposes of exchange of Contracts, signatures by either the vendors or purchasers which are photocopy or any other form of electronic signatures and to comply with clauses 47.2, 47.3 and 47.4.
- 47.2 The parties agree to provide to the other parties within 10 business days after the date of this Contract, a cover page of the Contract bearing original signatures.
- 47.3 The parties agree that the cover page of Contract bearing original signatures must be dated the same date as this Contract.
- 47.4 The parties agree that they shall not make a requisition objection claim or delay completion due to the manner of execution of this Contract as at the exchange date.

48. Property Otherwise Sold in its Present Condition

- 48.1 Subject to section 52A of the *Conveyancing Act 1919 (NSW)* and the *Conveyancing (Sale of Land) Regulation 2010 (NSW)*, the property and the services to the property, if any, are sold in their present condition and state of repair, subject to reasonable wear and tear and to all faults and defects, both latent or patent and the vendor is not required to make any alteration or repair to them, unless that alteration or repair has resulted from any actions of the vendor.
- 48.2 Subject to section 52A of the *Conveyancing Act 1919 (NSW)* and the *Conveyancing (Sale of Land) Regulation 2010 (NSW)*, the purchaser must not take any action in respect of, or by reason of, any of the following matters:
- (a) the state of repair or condition of the property;
 - (b) the state of repair, condition or availability of any service to and on the property;
 - (c) the presence or location of any sewer, sewer line, manhole or vent on the property;
 - (d) any rainwater downpipe being connect to the sewer;
 - (e) any latent or patent defect to the property; and
 - (f) any Contamination or other environmental damage to the property.

49. Parties Acceptance of executed by DocuSign

- 49.1 If either party elects to sign the Contract using DocuSign then the following provisions take effect:
- (a) The parties and their legal representative agree to accept a DocuSigned counterpart Contract for the purposes of exchange and settlement. The parties agree that their legal representative has no obligation to provide an original wet signed counterpart Contract.
 - (b) The parties and their legal representative have no obligation to provide an original wet signature counterpart Contract.
 - (c) The parties agree that a Contract signed by DocuSign is legally binding on the party who signed via DocuSign as if the party had signed in original format.
 - (d) The other party will not make any claim, rescind, terminate or delay settlement for any matter raised within this condition.

50. Home Warranty

50.1 Annexed to this Contract is a copy of a Certificate of Insurance issued pursuant to the Home Building Act 1989.

50.2 On completion the vendor assigns all their right, title and interest in the Insurance Policy to the purchaser.

50.3 The vendor warrants that no claim has been made on the Insurance Policy.

51. Works before Completion

51.1 The vendor agrees to carry out the following works in a proper and workmanlike manner before completion:

- (a) construction of a dividing fence at the rear of the property between the neighbour; and
- (b) construction of a petition fence between the lots in the building.

51.2 The purchaser acknowledges that the vendor proposes that the fence be of a colorbond nature similar to the existing dividing fence.

52. Christmas Closures

In the event that the Completion Date falls on a day on and between Friday 19 December 2025 to Tuesday 6 January 2026, then the Completion Date will fall on the next available business day.

SKETCH
CONCEPT PLAN OF SUBDIVISION
LOT 201 DP1283541

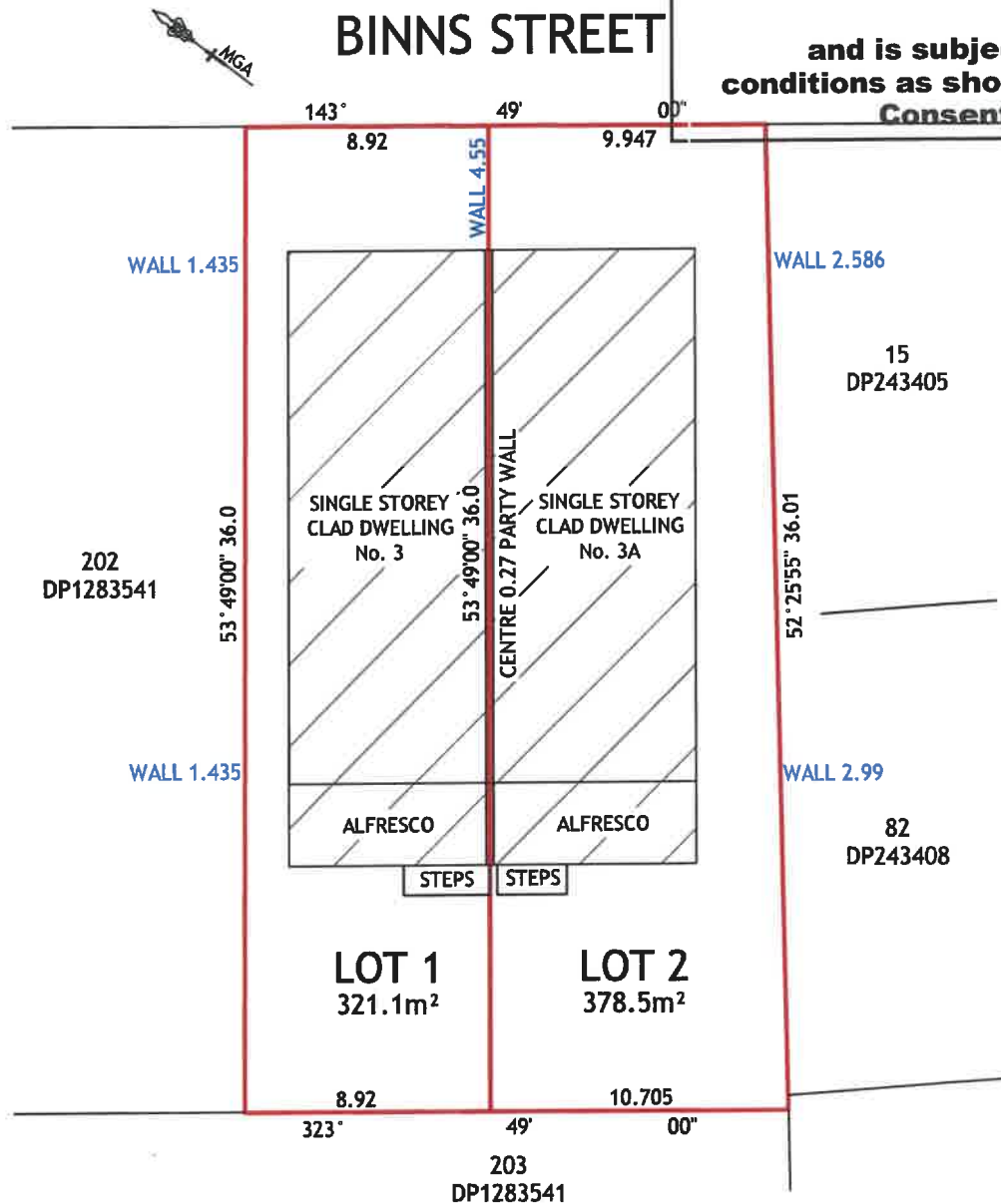


PORT STEPHENS
COUNCIL

This document relates to
Development Consent No.

16-2025-167-1

and is subject to
conditions as shown on that
Consent



AR. Nodal

.....SURVEYOR

DATE: 11.12.2024

REGISTERED UNDER THE SURVEYING ACT



EARTH SURVEYING
CONSULTING SURVEYORS
PO Box 4, NEWCASTLE NSW 2300
02 4929 1900 0405 223133
andrew@earthsurveying.com.au

LGA: PORT STEPHENS
LOCALITY: RAYMOND TERRACE
PARISH: ELDON
COUNTY: GLOUCESTER

REF:180105



FOLIO: 201/1283541

SEARCH DATE	TIME	EDITION NO	DATE
23/10/2025	3:56 PM	7	5/3/2025

LAND

LOT 201 IN DEPOSITED PLAN 1283541
AT RAYMOND TERRACE
LOCAL GOVERNMENT AREA PORT STEPHENS
PARISH OF ELDON COUNTY OF GLOUCESTER
TITLE DIAGRAM DP1283541

(T AU424260)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1283541 EASEMENT TO DRAIN WATER 3.5 METRE(S) WIDE, 5.89
METRE(S) WIDE AND VARIABLE WIDTH APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 3 DP1283541 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 4 DP1283541 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (8) IN THE S.88B INSTRUMENT
- * 5 AU865437 CAVEAT BY MITED AS REGARDS THE
INTEREST

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2025-1365...

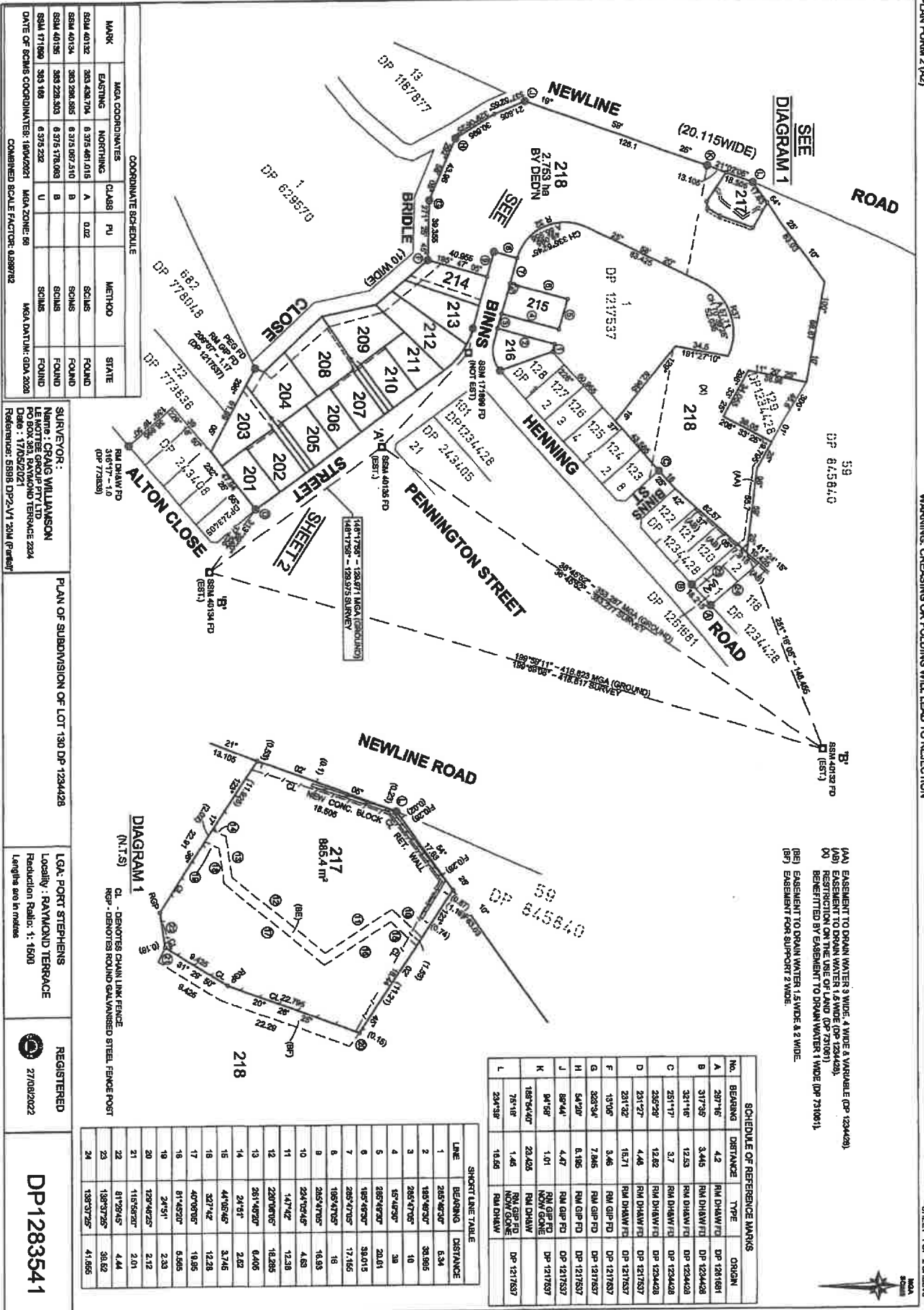
PRINTED ON 23/10/2025

* 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.

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

SHEET 1 OF 2 SHEETS



No.	BEARING	DISTANCE	TYPE	ORIGIN
C	259°28'	17.245	RM DRAIN FD	DP 1217537
D	251°37'	4.46	RM DRAIN FD	DP 1217537
E	251°32'	15.11	RM DRAIN FD	DP 1217537
F	251°32'	8.13	RM GP FD	DP 1217537
G	259°28'	7.945	RM GP FD	DP 1217537
H	259°28'	4.46	RM DRAIN	DP 1234428
I	259°28'	15.11	RM DRAIN	DP 1234428
J	259°28'	3.42	RM DRAIN	DP 1234428
K	259°28'	15.11	RM DRAIN	DP 1234428
L	259°28'	15.11	RM DRAIN	DP 1234428
M	259°28'	15.11	RM DRAIN	DP 1234428
N	259°28'	15.11	RM DRAIN	DP 1234428
O	259°28'	15.11	RM DRAIN	DP 1234428
P	259°28'	15.11	RM DRAIN	DP 1234428
Q	259°28'	15.11	RM DRAIN	DP 1234428

LINE	BEARING	DISTANCE
1	143°49'	0.85
2	212°34'	9.655
3	78°04'	6.655
4	32°34'	6.655
5	259°28'	6.655
6	21°16°37'	5.55
7	133°39°07'	12.19
8	53°48'	2.5
9	140°23°25'	15.195

MARK	MCA COORDINATES	CARS	PU	METHOD	STATE
SSM 40134	383 228.650	6 375 187.610	B	SCANS	FOUND
SSM 40135	383 228.303	6 375 178.083	B	SCANS	FOUND
SSM 171899	383 168	6 375 232	U	SCANS	FOUND

DATE OF SCANS COORDINATES: 18/04/2021 MCA ZONE: 56
 MCA DATUM: GDA 2020
 COMBINED SCALE FACTOR: 0.999782

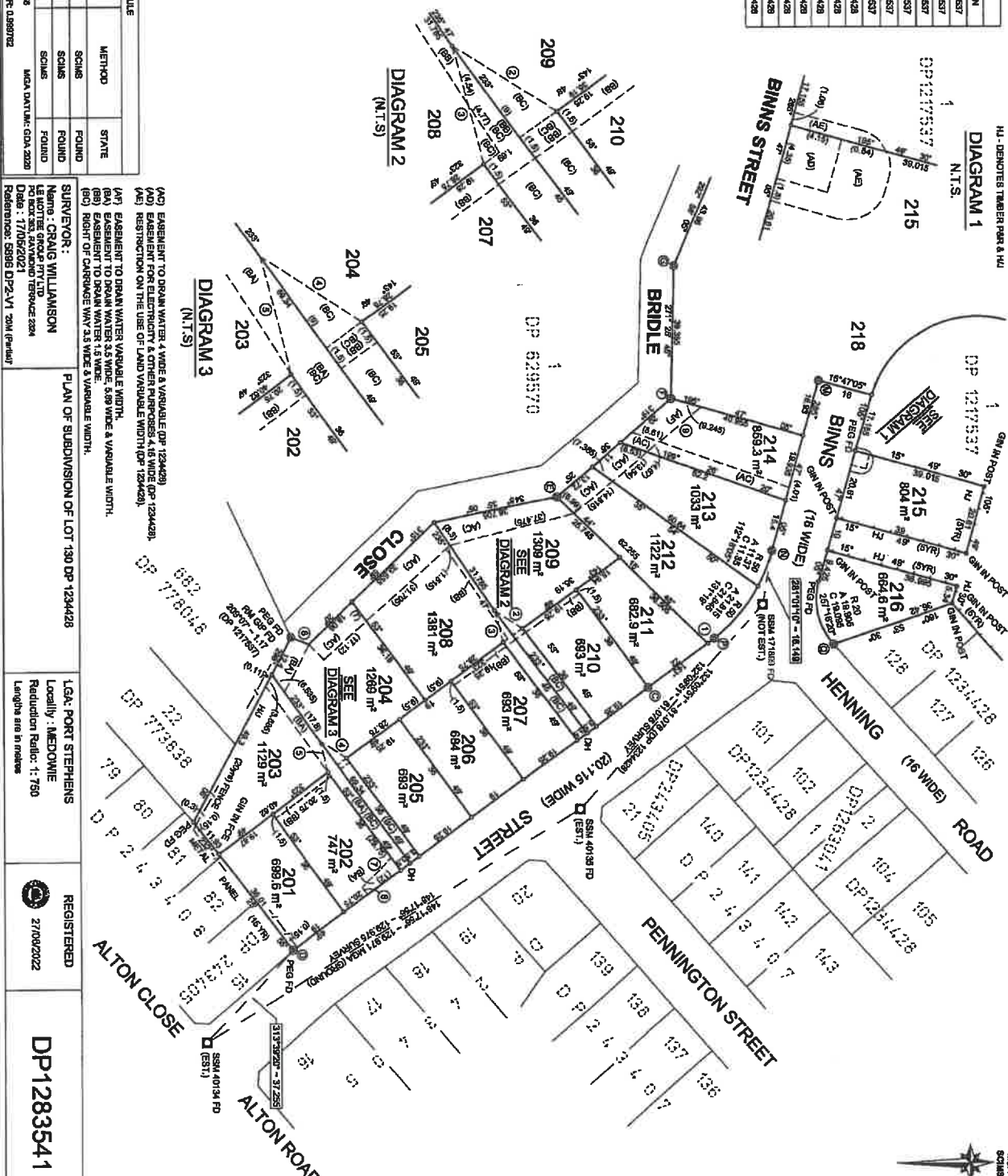
NAME	DATE	REFERENCE
NAME - CRAIG WILLIAMSON	17/05/2021	REFERENCE: S595 DP2-V1 20M (partial)

PLAN OF SUBDIVISION OF LOT 130 DP 1234428

LGA: PORT STEPHENS
 Locality: MEDUNIE
 Reduction Ratio: 1:750
 Lengths are in metres

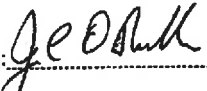
REGISTERED
 27/09/2022

DP1283541



PLAN FORM 6 (2019)		DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Registered:  27/06/2022 Title System: TORRENS		Office Use Only DP1283541	
PLAN OF SUBDIVISION OF LOT 130 DP 1234428		LGA: PORT STEPHENS Locality: RAYMOND TERRACE Parish: ELDON County: GLOUCESTER	
Survey Certificate I, <u>CRAIG WILLIAMSON</u> of <u>LE MOTTEE GROUP PTY LIMITED</u> <u>PO BOX 363, RAYMOND TERRACE, NSW 2324</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on or *(b) The part of the land shown in the plan ("being" excluding ".....") <u>LOT 218</u> was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on, <u>17/05/2021</u> , the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: 'A' - 'B' Type: *Urban/*Rural The terrain is *Level/Undulating / *Steep/Mountainous. ELECTRONIC SIGNATURE OF ME, CRAIG WILLIAMSON AFFIXED BY ME OR AT MY DIRECTION ON 29/11/2021 Signature: Dated: 29/11/2021 Surveyor Identification No: : <u>SU008249</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words.		 Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office: Subdivision Certificate I, <u>BRYN COTTERILL</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent Authority: <u>PORT STEPHENS COUNCIL</u> Date of endorsement: <u>17 JUNE 2022</u> Subdivision Certificate number: <u>2022/22</u> File number: <u>14-2014-790-4</u> *Strike through if inapplicable.	
Plans used in the preparation of survey/compilation. DP 1234428 DP 1261681 DP 1217537		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.	
Surveyor's Reference: 5896 DP2-V1 '20M (PARTIAL)'		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2019)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 3 sheet(s)	
Registered:  27/06/2022		Office Use Only		Office Use Only	
PLAN OF SUBDIVISION OF LOT 130 DP 1234428		DP1283541			
Subdivision Certificate number: <u>2022/22</u> Date of Endorsement: <u>17 JUNE 2022</u>		This sheet is for the provision of the following information as required: - A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> - Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals- see 195D <i>Conveyancing Act 1919</i> - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.			
STREET ADDRESS SCHEDULE					
Lot Number	Sub- Address Number	Address Number	Road Name	Road Type	Locality Name
201		3	Binns	Street	Raymond Terrace
202		5	Binns	Street	Raymond Terrace
203		7	Binns	Street	Raymond Terrace
204		9	Binns	Street	Raymond Terrace
205		11	Binns	Street	Raymond Terrace
206		13	Binns	Street	Raymond Terrace
207		15	Binns	Street	Raymond Terrace
208		17	Binns	Street	Raymond Terrace
209		19	Binns	Street	Raymond Terrace
210		21	Binns	Street	Raymond Terrace
211		23	Binns	Street	Raymond Terrace
212		25	Binns	Street	Raymond Terrace
213		27	Binns	Street	Raymond Terrace
214		29	Binns	Street	Raymond Terrace
215		18	Binns	Street	Raymond Terrace
216		14	Binns	Street	Raymond Terrace
217		56	Newline	Road	Raymond Terrace
218		20	Binns	Street	Raymond Terrace
PURSUANT TO S.88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE: 1. EASEMENT TO DRAIN WATER 3.5 WIDE, ^{5.89}5.88 WIDE & VARIABLE WIDTH. 2. EASEMENT TO DRAIN WATER 1.5 WIDE. 3. RIGHT OF CARRIAGEWAY 3.5 WIDE & VARIABLE WIDTH. 4. EASEMENT TO DRAIN WATER 1.5 WIDE & 2 WIDE. 5. EASEMENT FOR SUPPORT 1 WIDE. 6. RESTRICTION ON THE USE OF LAND. E.M. 20/06/22. 7. RESTRICTION ON THE USE OF LAND. 8. RESTRICTION ON THE USE OF LAND. 9. EASEMENT TO DRAIN WATER VARIABLE WIDTH.					
If space is insufficient use additional annexure sheet					
Surveyor's Reference: 5896 DP2-V1 '20M (PARTIAL)'					

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 3 sheet(s)
Registered:  27/06/2022	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 130 DP 1234428		DP1283541
Subdivision Certificate number: 2022/22 Date of Endorsement: 17 JUNE 2022		
This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) SSI Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.		
SIGNATURES & SEALS		
Company Name: KANWARY PTY Limited Company ACN: 601 778 545 Authority: Section 127 of the Corporations Act 2001		
Signature of authorised person:  Signature of authorised person: 		
Name of authorised person: ROBIN D HILLE Name of authorised person: JOHN EDMUND DALYELL RICHARDSON		
Position: Director Position: Director / Secretary		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 5896 DP2-V1 '20M (PARTIAL)'		

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Lengths are in metres

Sheet 1 of 4 sheets ⁶ ~~4~~ *20/06/22*

PLAN **DP1283541** Plan of Subdivision of Lot 130 DP 1234428 covered by Subdivision Certificate No. 2022/22 Dated 17 JUNE 2022

Full name and address
of the owner(s) of the land:

Kanway Pty Limited
ACN 601 778 545
~~PO Box 404~~ 16 Binns Street *encl. 20/06/22*
Raymond Terrace NSW 2324

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 to Drain Water 3.5 Wide, 5.89 Wide & Variable Width.	202 203 204	Port Stephens Council Port Stephens Council & 202, 201, 205, 204 Port Stephens Council, 202 & 203, 201, 205 <i>encl. 20/06/22</i>
2	Easement to Drain Water 1.5 Wide	207 202 203 204 210 209 208	206 201 204, 202 & 205 205 211 210 & 211 207, 206, 210 & 211 <i>encl. 20/06/22</i>
3	Right of Carriage way 3.5 Wide & Variable Width.	203 204 208 209	204 203 209 208 <i>encl. 20/06/22</i>
4	Easement to Drain Water 1.5 Wide & 2 Wide.	217	218
5	Easement For Support 4 2 Wide.	218	217
6	Restriction on the Use of Land	204, 208, 209, 212, 213 & 214	Port Stephens Council
7	Restriction on the Use of Land	203, 204, 208, 209, 212, 213 & 214	Port Stephens Council

8 Restriction on the Use of Land 201-216 Inclusive Every other lot except 217 & 218

9 Easement to Drain Water Variable Width

214

218

encl. 20/06/22

Director Signature:

Robert H. Helle

Endorsed by B.Cottenill electronically and witnessed by audio visual link in accordance with section 14G of the Electronic Transactions Act 2000 No.8

Lengths are in metres

Sheet 2 of ~~4~~⁶ sheets ~~Can 20/06/22~~

PLAN **DP1283541**

Plan of Subdivision of Lot 130 DP 1234428 covered by
Subdivision Certificate No. 2022/22 Dated 17 JUNE 2022

Part 2 (Terms)

Terms of easement, profit à prendre, restriction or positive covenant numbered 5 in the plan.

1.1 In this Easement, the following terms mean:

Nails means the 4m long steel bars or steel nails that are used to support the rock face.

Retaining Wall means the shotcrete wall, including steel mesh located within the Lot Benefited.

1.2 The owner of Lot Benefited:

- (a) may insist that the Nails that are located within the Easement Site on the Lot Burdened remain;
- (b) must keep the Nails in good repair and safe condition; and
- (c) may do anything reasonably necessary for that purpose including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything onto the Lot Burdened; and
 - (iii) carrying out work.

1.3 The Owner of the Lot Burdened grants to the Owner of the Lot Benefited a right of support over that part of the Lot Burdened containing the Easement Site for the purpose of supporting the Retaining Wall within the Lot Benefited.

1.4 The Owner of the Lot Burdened must:

- (a) not do anything which will detract from the support of the Retaining Wall; and
- (b) allow the Grantee to enter that part of the Lot Burdened as is reasonably required and to remain there for any reasonable time for the purpose of carrying out any work necessary to ensure the support of the Retaining Wall is maintained.

1.5 The Owner of the Lot Benefited:

- (a) must keep the Retaining Wall in good repair and safe condition; and
- (b) may do anything reasonably necessary for that purpose including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything onto the Lot Burdened; and
 - (iii) carrying out work

1.6 The Owner of the Lot Benefited, in exercising its rights under this Easement must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the Owner and any occupier of the Lot Burdened;
- (c) restore the Lot Burdened as nearly as practicable to its former condition; and
- (d) make good any collateral damage.

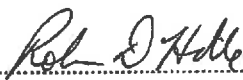
1.7 Except when urgent work is required, the Owner of the Lot Benefited must:

- (a) give the Owner of the Lot Burdened reasonable notice of intention to enter the Lot Burdened; and
- (b) only enter the Lot Burdened during times reasonably agreed with the Owner of the Lot Burdened.

Terms of easement, profit à prendre, restriction or positive covenant numbered 6 in the plan.

No vehicular access to the lots burdened shall be permitted from Bridle Close. All development on the lots burdened shall be designed with vehicular access to Binns Street.

Director Signature:



Endorsed by R. G. Gifford electronically and witnessed by, audio...
visual link in accordance with section 14G of the Electronic
Transactions Act 2000 No 8

Lengths are in metres

6 ~~20~~ 20/06/22
Sheet 3 of 4 sheets

PLAN **DP1283541**

Plan of Subdivision of Lot 130 DP 1234428 covered by
Subdivision Certificate No. 2022/22 Dated 17 JUNE 2022

Terms of easement, profit à prendre, restriction or positive covenant numbered 7 in the plan.

No building shall be erected with a finished floor level of any habitable floor to be not less than the Flood Planning Level of 5.9m AHD.

The Authority empowered to release, vary, modify or enforce item 5 above is the Lots benefitted together with Port Stephens Council.

The Authority empowered to release, vary, modify or enforce items 6 and 7 above is Port Stephens Council.

Director Signature:

Rob D Nolle

B. Cotton
Endorsed by B. Cotton electronically and witnessed by audio
visual link in accordance with section 14G of the Electronic
Transactions Act 2000 No 8

Lengths are in metres

Sheet 4 of 6 sheets

PLAN **DP1283541** Plan of Subdivision of Lot 130 DP 1234428 covered by
Subdivision Certificate No. 2022/22 Dated 17 JUNE 2022

Terms of easement, profit à prendre, restriction or positive covenant numbered 8 in the plan.

1.1 Building

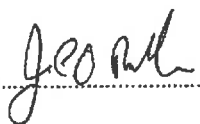
- a) No single level building or buildings shall be erected on any lot burdened other than with external walls of brick and/or brick veneer and/or granosited Harditex (or equivalent product) provided that the proportion of brick and/or brick veneer and/or granosited Harditex shall not be less than 70% of the total area of the external walls (excluding window and door areas). No double level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or granosited Harditex (or equivalent product) which shall not be less than 50% of the total area of the external walls (excluding window and door areas).
- b) No main buildings shall be erected or permitted to remain erected on any lot burdened, having a total internal floor area of less than 180 square metres exclusive of car accommodation, external landings and patios.
- c) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
- d) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened no motor truck, lorry or semi-trailer with a load capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened.
- e) No mobile home or temporary or permanent moveable improvements including but not limited to a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on, or used for residential purposes on any lot burdened.
- f) No rubbish disposal containers are permitted to be stored or positioned in front of the house building line except on the days allocated by the local authority for collection of rubbish.

1.2 Driveways

- a) No driveways will be constructed on any lot burdened having a finished surface other than asphalt, pavers, exposed aggregate or concrete with stamped or stencilled finishes.
- b) No driveway is to be constructed on any lot burdened having a finished surface of standard broom finished concrete.

1.3 Fencing

- a) No fence shall be erected or permitted to remain erected on any lot burdened to divide it from any adjoining land owned by Kanwary Pty Limited without the prior written consent of Kanwary Pty Limited but such consent will not be withheld if the fence is erected without expense to Kanwary Pty Limited.

Director Signature: 

Lengths are in metres

Sheet 5 of 6 sheets

PLAN **DP1283541** Plan of Subdivision of Lot 130 DP 1234428 covered by
Subdivision Certificate No. 2022/22 Dated 17 JUNE 2022

- b) No fence shall be erected or permitted to remain erected on any lot burdened to divide it from Lot 1 DP 1217537 without the prior written consent of the Registered Proprietor of that Lot. N.B. Lot 1 DP 1217537 has significant heritage value and the proprietor of that lot is obligated to ensure boundary fencing is in keeping with the heritage curtilage.
- c) No fence will be erected or permitted to remain erected on any lot burdened other than a colourbond or timber paling fence of lapped and capped design.
- d) No fence is to be constructed forward of the front building line unless such fencing consists of brick, rendered brick or limestone piers and in-filled with timber or wrought iron.
- e) No gates are to be constructed unless such gates are constructed of materials which are complimentary to the fencing forward of the front building line.

1.4 Outbuildings

- a) Except on lots which have a frontage to two streets no outbuilding is to be erected or permitted to remain erected on any lot burdened forward of the house building line on the lot.
- b) No outbuilding will be erected or permitted to remain erected on any lot burdened constructed of galvanised iron or flat fibre cement.

1.5 Landscaping

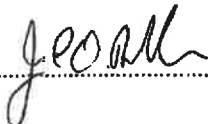
- a) No landscaping at the frontage of any lot burdened is to remain or be left incomplete for a period of more than 3 months after the date of issue of an occupation certificate for the dwelling constructed on the lot burdened.

1.6 Release

- a) Any release, variation or modification of these Restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

1.7 Use

No building shall be used or permitted to be used as either an individual display home or a display home operating in a display village without the prior written consent of Kanway Pty Limited, ACN 601 778 545. This restriction ceases to have effect on 1 October 2023.

Director Signature: 

Lengths are in metres

20/06/22.
6 6
Sheet 4 of 4 sheets

PLAN **DP1283541** Plan of Subdivision of Lot 130 DP 1234428 covered by Subdivision
Certificate No. 2022/22 Dated 17 JUNE 2022

Company Name: KANWARY PTY Limited
Company ACN: 601 778 545
Authority: Section 127 of the Corporations Act 2001

Signature of authorised person: Rob D Hille Signature of authorised person: John Edmund Dalyell Richardson
Name of authorised person: ROBIN D HILLE Name of authorised person: JOHN EDMUND DALYELL RICHARDSON
Position: Director Position: Director / Secretary

Port Stephens Council by its authorised delegate pursuant to s.377 Local Government Act 1993

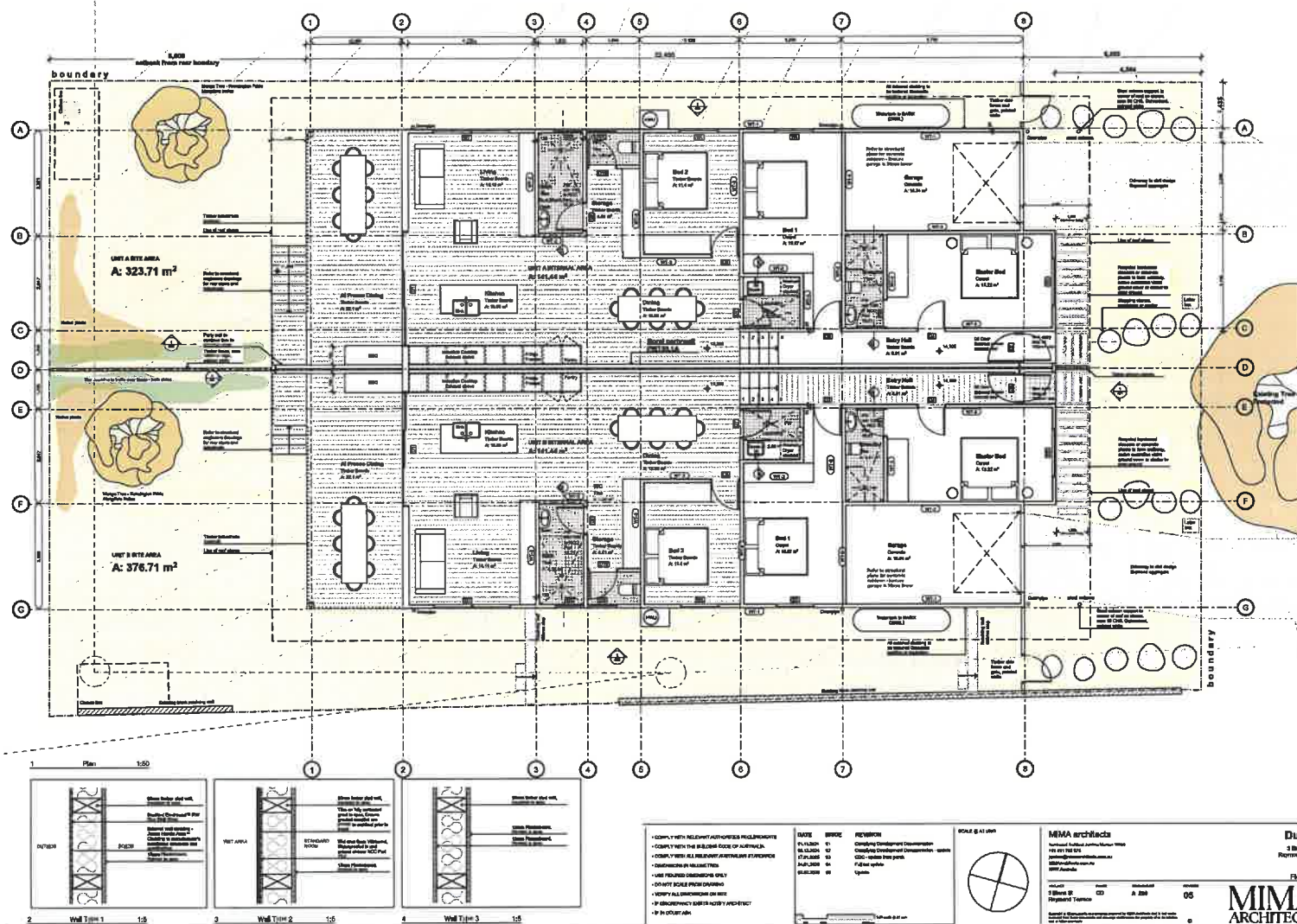
Signature of Delegate: Bryn Cotterill
Name of Delegate: BRYN COTTERILL
Endorsed by B.Cotterill electronically and witnessed by audio visual link in accordance with section 14G of the Electronic Transactions Act 2000 No 8

Position held by Delegate: SENIOR DEVELOPMENT ENGINEER

I certify that I am an eligible witness and that the delegate signed in my presence.

Signature of Witness: Bridget Jenkins
Name of Witness: BRIDGET JENKINS
Address of Witness: 116 ADELAIDE STREET RAYMOND TERRACE NSW 2324

REGISTERED:  27/06/2022





PORT STEPHENS COUNCIL

NOTICE OF DETERMINATION OF A DEVELOPMENT APPLICATION

Application number 16-2025-167-1
PAN-525626

Applicant

Description of development 1 into 2 lot Torrens title subdivision

Property 3 Binns Street RAYMOND TERRACE
LOT: 201 DP: 1283541

Determination Approved
Consent Authority – Council staff under delegated authority

Date of determination 22 May 2025

Date from which the consent operates 22 May 2025

Date on which the consent lapses 22 May 2030

Approval bodies that have given general terms of approval None

Under section 4.18(1) of the EP&A Act, notice is given that the above development application has been determined by the granting of consent using the power in section 4.16(1)(a) of the EP&A Act, subject to the conditions specified in this notice.

Reasons for approval

- The proposed development, subject to the recommended conditions, is consistent with the objectives of the applicable environmental planning instruments, being; Port Stephens Local Environmental Plan 2013 (PSLEP), State Environmental Planning Policy (Resilience and Hazards) 2021 and State Environmental Planning Policy (Biodiversity and Conservation) 2021.

- The proposed development is, subject to the recommended conditions, consistent with the objectives of the Port Stephens Council Development Control Plan 2014 (PSDCP).
- Subject to the recommended conditions the proposed development will be provided with adequate essential services required under the PSLEP.
- The proposed development is considered to be of an appropriate scale and form for the site and the character of the locality.
- The proposed development, subject to the recommended conditions, will not result in unacceptable adverse impacts upon the natural or built environments.
- The proposed development is a suitable and planned use of the site and its approval is within the public interest.
- Council has given due consideration to community views when making the decision to determine the application.

Right of appeal / request a review of the determination

If you are dissatisfied with this determination:

Request a review

You may request a review of the consent authority's decision under section 8.3(1) of the EP&A Act. The application must be made to the consent authority within 6 months from the date that you received the original determination notice provided that an appeal under section 8.7 of the EP&A Act has not been disposed of by the Court.

Rights to appeal

You have a right under section 8.7 of the EP&A Act to appeal to the Court within 6 month after the date on which the determination appealed against is notified or registered on the NSW planning portal.

The Dictionary at the end of this consent defines words and expressions for the purposes of this determination.



Emily Lawrence

Planning Officer

Person on behalf of the consent authority

Terms and Reasons for Conditions

Under section 88(1)(c) of the EP&A Regulation, the consent authority must provide the terms of all conditions and reasons for imposing the conditions other than the conditions prescribed under section 4.17(11) of the EP&A Act. The terms of the conditions and reasons are set out below.

General Conditions

- (1) **External agency approvals** – The requirements from the following agencies must be complied with prior to, during, and at the completion of the development.

The Requirements are:

1. Department of Defence, ID-EP-DLP&R/OUT.2025/BS66837629 and dated 12 May 2025;
2. Ausgrid, 1900138502 and dated 2 May 2025.

A copy of the Requirements is attached to this determination notice.

Condition reason - To ensure that development is carried out in accordance with conditions are required by other external agencies (i.e. DOD, CASA etc).

- (2) **Approved plans and supporting documentation** – Development must be carried out in accordance with the following approved plans and supporting documentation (stamped by Council), except where the conditions of this consent expressly require otherwise.

Plan No.	Revision No.	Plan Title.	Drawn By.	Dated.
180105	-	Concept Plan of Subdivision	Earth Surveying	11/12/2024

In the event of any inconsistency between the approved plans and the supporting documentation, the approved plans prevail. In the event of any inconsistency between the approved plans and a condition of this consent, the condition prevails.

Note: an inconsistency occurs between an approved plan and supporting documentation or between an approved plan and a condition when it is not possible to comply with both at the relevant time.

Condition reason - To ensure all parties are aware of the approved plans and supporting documentation that applies to the development.

Before issue of a Subdivision Certificate

- (3) **Requirement for a Subdivision Certificate** - The application for Subdivision Certificate(s) must be made in accordance with the requirements of Section 54 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021 and Section 6.33(1) Environmental Planning and Assessment Act 1979.

The applicant will be required to submit documentary evidence that the property has been developed in accordance with the plans approved by this development consent [16-2025-167-1], and of compliance with the relevant conditions of consent, prior to the issuing of a Torrens Plan of Subdivision.

In addition, one signed original copy of the original plans and/or documents, and final plan of survey/title, must be submitted to Council. A USB containing an electronic copy of all relevant documents must also be provided.

Condition reason - To enable the subdivision, boundary adjustment or lot consolidation of land and ensure compliance with the relevant development consent.

- (4) **Show easements / restrictions on the Plan of Subdivision** - The developer must acknowledge all existing easements and/or restrictions on the use of the land on the final plan of subdivision.

Condition reason - To ensure that all existing easements and/or restrictions on the use of land are shown on the final plan of subdivision.

- (5) **Burdened lots to be identified** - Any lots subsequently identified during construction of the subdivision as requiring restrictions must also be suitably burdened.

Condition reason - To ensure that all lots which have been identified as requiring restrictions or easements are suitably burdened.

- (6) **Subdivision Certificate** – The issue of a Subdivision Certificate is not to occur until all conditions of this development consent have been satisfactorily addressed and all engineering works are complete.

Works As Executed Plans must be prepared and provided to the Principal Certifying Authority in accordance with Council's Infrastructure Specifications and approved plans.

Condition reason - To ensure the development has satisfied the required conditions of consent in the relevant development consent to release the subdivision certificate.

- (7) **Surveyor's Report** – A certificate from a Registered Surveyor must be provided to the Principal Certifying Authority, certifying that all drainage lines have been laid within their proposed easements.

Certification is also to be provided stating that no services or accessways encroach over the proposed boundary other than as provided for by easements as created by the final plan of subdivision.

Condition reason - To confirm location of drainage lines and ensure that no services or access ways encroach the lot boundaries, unless suitability provided for by easements.

- (8) **Services** – Evidence is to be provided to Council demonstrating that the following reticulated services are available to each lot:

- a) Electricity.
- b) Water.
- c) Sewer.
- d) Gas (where available).

Should any of the above reticulated services not be available to the development site, a detailed statement is to be provided explaining why connection of the relevant service is not possible or practical.

Condition reason - To ensure that evidence of connection of services is provided to Council.

- (9) **Dual Occupancy and Subdivision** - Prior to the issue of the subdivision certificate the following is to occur:

- a. The dwellings shall have a satisfactory frame inspection undertaken; and
- b. A report/plan shall be provided from a Registered Surveyor showing that:
 - i. The setback of the buildings from the adjacent and proposed boundaries meets the requirements of the BCA; and

All service lines are wholly contained within their respective lots, or an appropriate Easement or Easements have been shown on the plan of survey and suitably described in the 88B instrument

Condition reason – To ensure the dual occupancy has been constructed to frame stage.

General advisory notes

This consent contains the conditions imposed by the consent authority which are to be complied with when carrying out the approved development. However, this consent is not an exhaustive list of all obligations which may relate to the carrying out of the development under the EP&A Act, EP&A

Regulation and other legislation. Some of these additional obligations are set out in the [Conditions of development consent: advisory notes: https://www.planning.nsw.gov.au/sites/default/files/2023-07/condition-of-consent-advisory-note.pdf](https://www.planning.nsw.gov.au/sites/default/files/2023-07/condition-of-consent-advisory-note.pdf) . The consent should be read together with the *Conditions of development consent: advisory notes* to ensure the development is carried out lawfully.

The approved development must be carried out in accordance with the conditions of this consent. It is an offence under the EP&A Act to carry out development that is not in accordance with this consent.

Building work or subdivision work must not be carried out until a construction certificate or subdivision works certificate, respectively, has been issued and a principal certifier has been appointed.

A document referred to in this consent is taken to be a reference to the version of that document which applies at the date the consent is issued, unless otherwise stated in the conditions of this consent.

Council advisory notes

1. **'Dial Before you Dig Australia'** – Before any excavation work starts, contractors and others should phone the “Dial Before You Dig Australia” service to access plans/information for underground pipes and cables.
2. **Dividing fences** – The erection of dividing fences under this consent does not affect the provisions of the Dividing Fences Act 1991. Under this Act, all relevant parties must be in agreement prior to the erection of any approved dividing fence/s under this consent.

Council has no regulatory authority in this area and does not adjudicate civil disputes relating to the provision of, or payment for, the erection of dividing fences. If there is a neighbour dispute about the boundary fence and you are seeking mediation, you may contact the Community Justice Centre, or if legal advice or action is required, you may contact the Chamber Magistrate.

3. **Street Numbering– Prior to occupying the development or Release of Subdivision Certificate**, (whichever occurs first) the approved dwellings are to be identified as follows:
 - a) Lot 1 – 3A Binns Street, Raymond Terrace
 - b) Lot 2 – 3 Binns Street, Raymond Terrace

Note: any referencing on Development Application plans to house or lot numbering operates to provide identification for assessment purposes only.

Dictionary

The following terms have the following meanings for the purpose of this determination (except where the context clearly indicates otherwise):

Approved plans and documents means the plans and documents endorsed by the consent authority, a copy of which is included in this notice of determination.

AS means Australian Standard published by Standards Australia International Limited and means the current standard which applies at the time the consent is issued.

Building work means any physical activity involved in the erection of a building.

Certifier means a council or a person that is registered to carry out certification work under the *Building and Development Certifiers Act 2018*.

Construction certificate means a certificate to the effect that building work completed in accordance with specified plans and specifications or standards will comply with the requirements of the EP&A Regulation and *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021*.

Council means Port Stephens Council.

Court means the Land and Environment Court of NSW.

EPA means the NSW Environment Protection Authority.

EP&A Act means the *Environmental Planning and Assessment Act 1979*.

EP&A Regulation means the *Environmental Planning and Assessment Regulation 2021*.

Independent Planning Commission means Independent Planning Commission of New South Wales constituted by section 2.7 of the EP&A Act.

Local planning panel means Hunter Central Coast Regional Planning Panel.

Occupation certificate means a certificate that authorises the occupation and use of a new building or a change of building use for an existing building in accordance with this consent.

Principal certifier means the certifier appointed as the principal certifier for building work or subdivision work under section 6.6(1) or 6.12(1) of the EP&A Act respectively.

Site work means any work that is physically carried out on the land to which the development the subject of this development consent is to be carried out, including but not limited to building work, subdivision work, demolition work, clearing of vegetation or remediation work.

Stormwater drainage system means all works and facilities relating to:
the collection of stormwater,
the reuse of stormwater,

the detention of stormwater,
the controlled release of stormwater, and
connections to easements and public stormwater systems.

Strata certificate means a certificate in the approved form issued under Part 4 of the *Strata Schemes Development Act 2015* that authorises the registration of a strata plan, strata plan of subdivision or notice of conversion.

Subdivision certificate means a certificate that authorises the registration of a plan of subdivision under Part 23 of the *Conveyancing Act 1919*.

Subdivision works certificate means a certificate to the effect that subdivision work completed in accordance with specified plans and specifications will comply with the requirements of the EP&A Regulation.



Condition of consent: advisory notes

In addition to the conditions of the development consent, the following advisory notes may be relevant for a person involved in carrying out the development approved under the consent and should be read in conjunction with the Notice of Determination.

The advisory notes do not form part of the development consent. However, they provide information on how the obligation to lawfully carry out the approved development can be met.

General Advice – Consent

Complying with conditions of the Development Consent

Your development consent contains the conditions of consent that must be met to lawfully complete your development. If a condition requires further reports, payment of scheduled fees or an inspection, the condition is to be met at your expense unless otherwise specified in the condition.

Read all of the conditions of consent carefully before you start work and note which conditions must be met at each stage of the development. Liaise regularly with your builder and principal certifier to ensure all conditions are satisfied. If you have any questions regarding a condition, you can contact council's duty planner or an industry professional with relevant expertise for clarification.

Complying with the conditions of your consent will help avoid delays, or worse – a costly fine from council.

Application of prescribed conditions

In addition to the conditions of this consent, prescribed conditions may also apply. If prescribed conditions within Division 2 Part 4 of the *Environmental Planning and Assessment Regulation 2021* (EP&A Regulation) related to your development and were in force at the time your application was lodged, these conditions must be met whether or not they were specified within this consent.



Bonds and Security Deposits

For some development, a bond or security deposit may be applied to ensure public infrastructure like roads and footpaths are not left damaged as a result of your development. Conditions for bonds and security deposits can vary so be sure that you understand the obligations to avoid forfeiting part or all of the amount paid.

Contact your local Council for more information about bonds and security deposits.

Contributions

If your development requires a contribution; for example works in kind or a monetary contribution towards shared public infrastructure such as parks or drainage infrastructure; the requirement will be conditioned within the development consent, and may be subject to consumer price index (CPI) increase.

Further information about local contributions can be found on the Department of Planning, and Environment's website.

<https://www.planning.nsw.gov.au/local-infrastructure-contributions-policy>

Long Service Levy

The New South Wales Parliament has imposed a levy on building and construction work costing \$250,000 and above (inclusive of GST). The levy is paid into a fund administered by the Long Service Corporation, and from this fund, the Corporation makes long service payments to building and construction workers.

The Levy is payable for building and construction projects costing \$250,000 and above (inclusive of GST) and is payable to Council, or directly to the Long Service Corporation. Evidence of payment of the levy is required to obtain a Construction Certificate.

The Long Service Corporation website has further information about the long service levy, including how to calculate your contribution on the approved development.

[https://www.longservice.nsw.gov.au/bci/levy/about-the-levy/long-service-levy#:~:text=The%20New%20South%20Wales%20Parliament,GST\)%20in%20New%20South%20Wales.&text=The%20current%20levy%20rate%20is,more%20\(inclusive%20of%20GST](https://www.longservice.nsw.gov.au/bci/levy/about-the-levy/long-service-levy#:~:text=The%20New%20South%20Wales%20Parliament,GST)%20in%20New%20South%20Wales.&text=The%20current%20levy%20rate%20is,more%20(inclusive%20of%20GST)



Offences and Penalties

Only the approved development of this consent may be carried out on your land in accordance with the approved plans. Other development on the land to which the development consent does not apply must be carried out according to law.

A person carrying out unauthorised work may be charged with a criminal offence under the EP&A Act 1979 and if convicted, a monetary penalty may be applied.

Retirement of biodiversity credits

If your consent conditioned the requirement to retire biodiversity credits, this may be satisfied by payment to the Biodiversity Conservation Fund of an amount equivalent to the class and number of ecosystem credits or number of species credits, as calculated by the Biodiversity Assessment Method (BAM) Credit Calculator. The BAM Credit Calculator can be found here <https://www.lmbc.nsw.gov.au/offsetpaycalc>

<https://www.environment.nsw.gov.au/topics/animals-and-plants/biodiversity-offsets-scheme/offset-obligations-and-credit-trading/offsets-payment-calculator>

General Advice – Construction

Construction Certificate

A Construction Certificate may be required before building work approved under the development consent can lawfully start.

A Construction Certificate confirms your detailed plans comply with the Building Code of Australia and are consistent with the approved plans, documents and conditions of consent in accordance with EP&A Regulation.

Having a Construction Certificate means you can commence building work on the site in accordance with the approved plans. Private accredited certifiers and local councils can issue Construction Certificates.

Any works undertaken without a Construction Certificate will be unauthorised and you will not be able to obtain an Occupation Certificate for those works at the completion of building work.

Further advice about Construction Certificates is available on the Department of Planning and Environment's website.

<https://www.planning.nsw.gov.au/Assess-and-Regulate/Development-Assessment/Your-guide-to-the-DA-process/Development-assessment-and->



[construction-approval-processes/Stage-5-Get-your-Construction-Certificate-and-organise-construction](#)

Subdivision Works Certificate

Your development consent may require you to obtain a Subdivision Works Certificate before you can start works relating to subdivision. A Subdivision Works Certificate operates in the same manner as a construction certificate, but for subdivision works.

Private accredited certifiers and local councils can issue Subdivision Works Certificates. The issuing of a Subdivision Works Certificate does not negate the need for a Construction Certificate for other building works associated with the approved development.

Further information about Subdivision Works Certificates is available on the Department of Planning and Environment's website.

<https://www.planning.nsw.gov.au/-/media/Files/DPE/Factsheets-and-faqs/faqs-EPandA-Part-6-subdivision-works-certificates-2019-08-30.pdf?la=en>

Appointing a Principal Certifier

A Principal Certifier (PC) (previously known as a principal certifying authority or PCA) is the only person/ body who can issue partial or final occupation certificates.

A PC must be appointed by the landowner before work commences. A builder cannot appoint the PC unless they are also the landowner.

A PC can be either an accredited private or Council certifier. The PC will inspect work during construction to ensure the works completed are consistent with the approved plans and comply with required building standards. However, it remains your responsibility to ensure all conditions of development consent are met.

If the appointed PC changes for any reason, all building works must stop until another PC has been appointed, and Council has been notified 2 days in advance in writing.

If the development consent allows for two different types of development that each require a separate PC, each PC is only engaged for one development type.

Further advice on finding and appointing a PC can be found on the NSW Fair Trading Website.

<https://www.fairtrading.nsw.gov.au/housing-and-property/building-and-renovating/preparing-to-build-and-renoate/finding-and-appointing-a-certifier>



Utilities and authorities

It is your responsibility to find out if the land associated with the approved development is affected by utility assets above and below ground before you start approved work. Damage to these utilities can be avoided through a 'Dial Before You Dig' enquiry on 1100 or <https://www.1100.com.au/>

You may be required to liaise with relevant authorities and utility providers for some works depending on the circumstances of your development consent. This may include -

- Energy authorities, providers and operators
- Water authorities
- Telecommunications providers and operators
- Australia post
- Transportation authorities and operators
- Other state and Federal government departments

Please allow for the necessary approvals and charges imposed by the above authorities that may be associated with potential impacts of your development on infrastructure owned by a utility provider. For example, a utility authority may have specific safety requirements, or only allow authorised representatives to complete the work in the vicinity of underground infrastructure such as gas, water or power.

Fire safety

Ensuring your development is safe from risk of fire is important. Fire safety provisions are considered during the initial development application and further details are assessed before the issue of the construction certificate.

A Fire Safety Certificate may be required prior to obtaining an occupation certificate. If fire safety measures beyond those approved under the development consent are required prior to obtaining a Fire Safety Certificate under the EP&A Regulation, you must ensure these are met through a modification to the initial application.

Further information relating to building fire safe developments can be found on the Fire and Rescue NSW website

<https://www.fire.nsw.gov.au/page.php?id=9140>

Further information about Fire Safety can also be found in the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021



<https://legislation.nsw.gov.au/view/whole/html/inforce/current/sl-2021-0689>

Contaminated land and materials

The potential for workers to be exposed to contaminants during construction works should be minimised through the development and implementation of a construction WH&S management plan including induction procedures.

Asbestos contamination is widespread in urban areas in NSW, and you should be aware of the dangers associated with handling asbestos material that may unknowingly be present on the site.

If asbestos is found during work, ensure the removal, transportation and disposal, regardless of quantity, is carried out in a safe and professional manner. Further information and regulation around handling asbestos can be found here

- *Work Health and Safety Act 2011*
- *Work Health and Safety Regulation 2017*
- *Safe Work Australia Code of Practice - How to Manage and Control Asbestos in the Workplace*
- *Safe Work Australia Code of Practice - How to Safely Remove Asbestos*
- *Protection of the Environment Operations Act 1997*; and
- *Protection of the Environment Operations (Waste) Regulation 2014*

If contamination is unexpectedly found during works, all work should cease and the consent authority and the Environmental Protection Authority (EPA) should be notified as soon as possible and consider if a Remediation Action Plan (RAP), or amendment to an approved RAP, is required.

If contamination occurs as result of works, the local council or the EPA have the authority to issue clean up notices, and in some cases fines, so please ensure the RAP or waste management plan are followed appropriately.

Virgin Excavated Natural Material – EPA advice, and applying for waste recovery exemption

Virgin Excavated Natural Material (VENM) is undisturbed, uncontaminated, and chemically stable soil. If your development required additional soil material, you may be required to provide evidence the soils is classed as VENM.

Information about soil classification can be found on the EPA website



<https://www.epa.nsw.gov.au/your-environment/waste/classifying-waste/virgin-excavated-natural-material>

In addition to the above, you may want to use alternative fill material to VENM. You can apply for an exemption under the waste recovery framework to use a select list of materials as a substitute for VENM.

Further information about waste recovery exemptions can be found on the EPA website

<https://www.epa.nsw.gov.au/your-environment/recycling-and-reuse/resource-recovery-framework>

Tree Preservation

Your development consent may require you to protect existing trees on or around the site from the impacts of the approved development. All trees should be protected unless otherwise noted within the consent, this includes trees located on adjoining land.

The development consent may allow for the protection of trees that are located on adjoining Council land. Please ensure you seek the permission of the landowner to access private lands if needed.

Please refer to local council policy for advice on appropriate measures for preserving trees not covered by this consent, including overhanging branches and underground roots that may be impacted by the approved development.

General Advice – Occupation

Occupation Certificate

An Occupation Certificate may be required before the development can be lawfully occupied or used as intended. This includes both habitable and non-habitable developments.

An Occupation Certificate confirms the development has been completed. Having an occupation certificate means you will be able to commence using the development for the occupation or as otherwise intended. You may not use the development as intended without an Occupation Certificate if one is required.

Further advice about Occupation Certificates is available on the Department of Planning and Environment's website.

<https://pp.planningportal.nsw.gov.au/post-consent-certificates/occupation-certificate>



Licenses to operate/ Change of use

You may decide to change the use of the completed development in the future. This may require a separate development application for the proposed change of use. Some changes of use may be approved as complying development. Some uses may also require additional inspections, licenses or approvals before the new use can start such as medical facilities, food and beverage providers or liquor and gambling outlets.

Useful contacts for further information

BASIX Information

1300 650 908 weekdays 2:00pm - 5:00pm or info@service.nsw.gov.au

<https://www.planningportal.nsw.gov.au/basix>

Department of Fair Trading

13 32 20

<https://www.fairtrading.nsw.gov.au/>

Dial Prior to You Dig

1100

<https://www.1100.com.au/>

Long Service Payments Corporation

131441

<https://www.longservice.nsw.gov.au/>

NSW Food Authority

Notification for your food-based business

1300 552 406

Department of Planning and Environment
Frequently Asked Questions



<https://nswfoodauthority.transactcentral.com/contactcentre/servlet/SmartForm.html?formCode=OLNOTIFY01>

NSW Health

Information on asbestos and safe work practices.

<https://www.health.nsw.gov.au/environment/factsheets/Pages/asbestos-and-health-risks.aspx>

Water Efficiency Labelling and Standards (WELS)

<https://www.waterrating.gov.au/>

SafeWork NSW – Workplace Health and Safety Regulator

<https://www.safework.nsw.gov.au/>

13 10 51

Icare – Insurance and Care NSW

<https://www.icare.nsw.gov.au/>

SIRA – State Insurance Regulatory Authority

<https://www.sira.nsw.gov.au/>

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Certificate in respect of
insurance for residential
building work

Policy No: HBCF24059837

Policy Date: 23/10/2024

A contract of insurance complying with sections 92 and 96 of the **Home Building Act 1989** (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the **State Insurance and Care Governance Act 2015**.

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period
In respect of	H01 - New Dwelling Construction
Description of construction as advised by builder^	single story 3 bedroom duplex
At	3 Binns Street Raymond Terrace New South Wales 2324
Site plan number^	NA
Site plan type^	NA
Homeowner	
Carried out by	
Licence number	
Builder job number^	5
Contract amount^	\$222,494.00
Contract date^	25/09/2024
Premium paid	\$2,148.71
Cost of additional products or services under contract	Nil - no additional services
Price (including GST and Stamp Duty)	\$2,576.30
Note: The total price does not include any brokerage or other costs to arrange the insurance contract.	

^Additional information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

There are absolute limits on what you can be paid under this insurance, both in respect of non-completion of the works and as a total policy limit. Please review the policy wording closely for those limits. In summary, the total limit of the policy in any case (including the non-completion of building work, defective building work and any other costs covered by the policy) is \$340,000 per dwelling, with a sub-limit in respect of the non-completion of the building work of 20% of the contract price (as varied). This policy will never pay more than 20% of the contract price (as varied) in respect of the non-completion of building work, and never more than \$340,000 per dwelling for all loss, damage, costs and liabilities covered.

Certificate No: HBCF24059837

Issued on: 23/10/2024


Nathan Agius, General Manager, Underwriting IfNSW & HBCF
Signed on behalf of the insurer

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

Certificate in respect of insurance for residential building work

Policy No: HBCF24059842

Policy Date: 23/10/2024

A contract of insurance complying with sections 92 and 96 of the **Home Building Act 1989** (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the **State Insurance and Care Governance Act 2015**.

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period
In respect of	H01 - New Dwelling Construction
Description of construction as advised by builder^	single story 3 bedroom duplex
At	3A Binns Street Raymond Terrace New South Wales 2324
Site plan number^	NA
Site plan type^	NA
Homeowner	
Carried out by	
Licence number	
Builder job number^	5
Contract amount^	\$222,494.00
Contract date^	25/09/2024
Premium paid	\$2,148.71
Cost of additional products or services under contract	Nil - no additional services
Price (including GST and Stamp Duty) Note: The total price does not include any brokerage or other costs to arrange the insurance contract.	\$2,576.30

^Additional information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

There are absolute limits on what you can be paid under this insurance, both in respect of non-completion of the works and as a total policy limit. Please review the policy wording closely for those limits. In summary, the total limit of the policy in any case (including the non-completion of building work, defective building work and any other costs covered by the policy) is \$340,000 per dwelling, with a sub-limit in respect of the non-completion of the building work of 20% of the contract price (as varied). This policy will never pay more than 20% of the contract price (as varied) in respect of the non-completion of building work, and never more than \$340,000 per dwelling for all loss, damage, costs and liabilities covered.

Certificate No: HBCF24059842

Issued on: 23/10/2024



Nathan Agius, General Manager, Underwriting IfNSW & HBCF
Signed on behalf of the insurer

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

**PLANNING CERTIFICATE PURSUANT TO
SECTION 10.7 ENVIRONMENTAL PLANNING
AND ASSESSMENT ACT 1979**

APPLICANT DETAILS:

**INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001**

Reference: 2025-1365

Issue Date: 28/10/2025

PROPERTY DESCRIPTION:

**3 Binns Street RAYMOND TERRACE NSW 2324 Parcel No: 50396
LOT: 201 DP: 1283541**

Disclaimer

Information contained in this certificate relates only to the land for which this certificate is issued on the day it is issued. This information is provided in good faith and Council shall not incur any liability in respect of any such advice. Council relies on state agencies for advice and accordingly can only provide that information in accordance with the advice. Verification of the currency of agency advice should occur. For further information, please contact Council by telephoning (02) 4980 0255 or email plancert@portstephens.nsw.gov.au.

Title Information

Title information shown on this Planning Certificate is provided from Council's records and may not conform to information shown on the current Certificate of Title. Easements, restrictions as to user, rights of way and other similar information shown on the title of the land are not provided on this planning certificate.

Inspection of the land

The Council has made no inspection of the land for the purposes of this Planning Certificate.

PART A: INFORMATION PROVIDED UNDER SECTION 10.7(2)

Matters contained in this certificate apply only to the land on the date of issue.

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 development on the land.

State Environmental Planning Policies

The relevant chapters of each State Environmental Planning Policy that apply to the land are listed below:

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

All chapters

State Environmental Planning Policy (Housing) 2021

All chapters

State Environmental Planning Policy (Sustainable Building) 2022

All chapters

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

All chapters

State Environmental Planning Policy (Planning Systems) 2021

Chapter 2 State and regional development

Chapter 4 Concurrences and consents

State Environmental Planning Policy (Precincts - Regional) 2021

Chapter 2 State significant precincts

State Environmental Planning Policy (Primary Production) 2021

Chapter 2 Primary production and rural development

State Environmental Planning Policy (Resources and Energy) 2021

Chapter 2 Mining, petroleum production and extractive industries

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 2 Infrastructure

Chapter 3 Educational establishments and childcare facilities

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 3 Hazardous and offensive development

Chapter 4 Remediation of land

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapter 2 Vegetation in non-rural areas

Chapter 4 Koala habitat protection

Local Environmental Plan

Development Control Plans

The name of each development control plan that applies to the carrying out of development on the land.

Port Stephens Development Control Plan 2014.

- (2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land (unless it has been more than 3 years since the end of the public exhibition period or if the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

Draft State Environmental Planning Policies

No draft State Environmental Planning Policies affect the site the subject of this Certificate.

Draft Local Environmental Plan

No draft Local Environmental Plans currently exist which affect the site the subject of this certificate.

Draft Development Control Plan

Draft Development Control Plan 2025

No draft development control plan applies to the carrying out of development on the land.

2. Zoning and land use under relevant planning instruments

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

a) The identity of the zone –

R2 Low Density Residential

The land is zoned R2 Low Density Residential under the provisions of Part 2 in the Port Stephens Local Environmental Plan 2013.

b) The purposes for which development in the zone –

ITEM 2 - May be carried out without development consent

Home occupations

ITEM 3 - May be carried out with development consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Multi-dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Tank-based aquaculture; Water reticulation systems

ITEM 4 - Is prohibited

Any development not specified in item 2 or 3

c) Additional permitted uses

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

d) Development standards for the erection of a dwelling house

No development standard that fixes a minimum land dimension for the erection of a dwelling-house applies to the land.

e) Whether the land is an area of outstanding biodiversity value

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

f) Whether the land is in a conservation area

The land is not located within a heritage conservation area under the Port Stephens Local Environmental Plan 2013.

g) Whether an item of environmental heritage is located on the land

The land is not identified as containing an item of environmental heritage significance under the provisions in Port Stephens Local Environmental Plan 2013.

3. Contributions Plans

(1) The name of each contributions plan applying to the land

Port Stephens Local Infrastructure Contributions Plan 2020
Draft Port Stephens Local Infrastructure Contributions Plan (Major Amendment)

(2) The land is not in a special contributions area under the Act, Division 7.1.

Note. These documents specify development contributions required towards the cost of providing additional community services or facilities if a property is developed. They are available on request from Council or can be viewed www.portstephens.nsw.gov.au.

4. Complying Development

(1) Whether or not the land to which the certificate relates is land on which complying development may be carried out under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*?

Housing Code

Complying development under the General Housing Code MAY be carried out on the land.

Inland Code

Complying development under the Inland Code MAY be carried out on the land.

Rural Housing Code

Complying development under the Rural Housing Code MAY be carried out on the land.

Agritourism and Farm Stay Accommodation Code

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

Low Rise Housing Diversity Code

Complying development under the Low Rise Medium Density Housing Code MAY be carried out on the land.

Greenfield Housing Code

Complying development under the Greenfield Housing Code MAY be carried out on the land.

Housing Alterations Code

Complying development under the Housing Alterations Code MAY be carried out on the land.

General Development Code

Complying development under the General Development Code MAY be carried out on the land.

Industrial and Business Alterations Code

Complying development under the Commercial and Industrial alterations Code MAY be carried out on the land.

Industrial and Business Buildings Code

Complying development under the Commercial and Industrial (New Buildings and Additions) Code MAY be carried out on the land.

Container Recycling Facilities Code

Complying development under the Container Recycling Facilities code MAY be carried out on the land.

Subdivisions Code

Complying development under the Subdivision Code MAY be carried out on the land.

Demolition Code

Complying development under the Demolition Code MAY be carried out on the land.

Fire Safety Code

Complying development under the Fire Safety Code MAY be carried out on the land.

- (2) If complying development may not be carried on the land under the above codes, it is because of the provisions of Clauses 1.17A(1)(c) to (e), (2), (3), or (4), 1.18(1)(c3) or 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Council does not have sufficient information to ascertain the reason why complying development may not be carried out under the Policy. Contact Council's duty officer on (02) 4988 0255 for any enquiries relating to the reason why complying development may not be carried out on the land.

- (3) If the land is a lot to which the Housing Code, Rural Housing Code, Low Rise Medium Density Housing Code, Greenfield Housing Code, Housing Alterations Code, General

Development Code, or Commercial and Industrial (New Buildings and Additions) Code (within the meaning of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* applies, complying development may be carried out on any part of the lot that is not affected by the provisions of clauses 1.17A(1)(c) to (e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of that Policy.

- (4) There are no variations to the exempt development codes under clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* in relation to the land.

5. Exempt development

- (1) Whether the land is on land which exempt development may be carried out under each of the exempt development codes under the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Division 1 General Code

Exempt development under the General Exempt Development Code MAY be carried out on the land.

Division 2 Advertising and Signage Code

Exempt development under the Advertising and Signage Code MAY be carried out on the land.

Division 3 Temporary Uses and Structures Code

Exempt development under the Temporary Uses and Structures Code MAY be carried out on the land.

Note: Clause 1.16(1)(c) specifies that exempt development must not be carried out on land that is, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act
Council does not have sufficient information to ascertain whether the land is listed on the State Heritage Register under the *Heritage Act 1977*, or subject to an interim heritage order under that Act.

Note: If the land is a lot to which the General Code, Advertising and Signage Code, and Temporary Uses Code (within the meaning of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*) applies, exempt development may be carried out on any part of the lot that is not affected by the provisions of clause 1.16(1)(b1)–(d) or 1.16A of that Policy.

6. Affected building notices and building product rectification orders

- (1) Whether or not the council is aware that –

- a) There is any affected building notice in force in relation to the land

There is no affected building notice in force in respect of the land.

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

No

- c) Any notice of intention to make a building product rectification order has been given in respect of the land and is outstanding.

No

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

7. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in Section 3.15 of the *Environmental Planning and Assessment Act 1979 (the Act)*.

The Port Stephens Local Environmental Plan 2013 DOES NOT provide for the acquisition of this land, or part thereof, by a public authority as referred to in Section 3.15 of the Act.

8. Road widening and road realignment

Council's records indicate that the land the subject of this Certificate is not affected by any road widening or road realignment under:- (a) Section 25 of the Roads Act 1993; or (b) any environmental planning instrument; or (c) any resolution of the council.

9. Flood related development controls information

No part of the land is within the flood planning area, or between the flood planning area and the probable maximum flood, and therefore IS NOT subject to flood related development controls.

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

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

Council HAS NOT adopted a policy or been notified of any adopted policy of another public authority, that restricts development on the land because of the likelihood of landslip, tidal inundation, subsidence, contamination, salinity, coastal hazards or sea level rise.

Council DOES HAVE adopted policies or has been notified of adopted policies of another public authority on matters relating to the risk of acid sulfate soils and aircraft noise.

The information below identifies any adopted policies that apply to the land:

Clause 7.1 Acid Sulfate Soils of the Port Stephens Local Environmental Plan 2013 applies to the land. Acid sulfate soil mapping can be viewed on the NSW Department of Planning, Housing and Infrastructure Spatial Viewer.

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

11. Bush fire prone land

Whether or not some, all, or none of the land is bush fire prone land.

No, the land is not shown as bush fire prone in Council's records.

12. Loose-fill asbestos insulation

Whether or not the land includes any residential premises (as defined in Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on a register of residential premises that contain or have contained loose-fill asbestos insulation.

No, the land does not include any residential dwelling identified on the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation. For further information, please contact Department of Fair Trading by telephoning 13 77 88 or go to their website at www.fairtrading.nsw.gov.au.

13. Mine Subsidence

Whether or not the land is proclaimed to be a mine subsidence district, within the meaning of the the *Coal Mine Subsidence Compensation Act 2017*.

No, the land is not within a proclaimed or declared mine subsidence district.

14. Paper subdivison information

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

Not applicable.

15. Property vegetation plans

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

No, Council has not been notified of any property vegetation plans under the Native Vegetation Act 2003 that affect the land to which this certificate applies.

16. Biodiversity stewardship sites

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

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

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

17. Biodiversity certified land

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

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

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

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

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

The land is NOT affected by an order under the *Trees (Dispute Between Neighbours) Act 2006* (of which Council is aware).

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

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

No, the land is not subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services relating to existing coastal protection works to which the owner (or any previous owner) of the land has consented.

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

20. Western Sydney Aerotropolis

Not applicable to the Port Stephens 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).

Council is unable to provide site-specific information on any conditions of a development consent granted after 11 October 2007 in relation to Clause 88(2) of the *State Environmental Planning Policy (Housing) 2021*, that may apply to the land.

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 Council is aware) in relation to proposed development on the land.

Council is not aware of a current site compatibility certificate issued under *State Environmental Planning Policy (Housing) 2021*.

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

The land is not affected by any terms of a kind (of which Council is aware) referred to in Chapter 2, Part 2, Division 1 or clause 21(1) or 40(1) of *State Environmental Planning Policy (Housing) 2021* in respect of development on the land.

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*.

No, Council is not aware that water or sewerage services are, or are to be, provided under the *Water Industry Competition Act 2006*.

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 208B.

No, Council is not aware that any of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993*, Section 208B.

Additional matters

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

- (a) Whether or not the land to which the certificate relates is significantly contaminated land within the meaning of that Act.
- (b) Whether or not the land to which the certificate relates is subject to a management order within the meaning of that Act.
- (c) Whether or not the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of the Act.
- (d) Whether or not the land to which this certificate relates is subject to an ongoing maintenance order within the meaning of that Act.
- (e) Whether or not the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act – if a copy of such statement has been provided at any time to the local authority issuing the certificate.

There are no prescribed matters under section 59(2) of the Contaminated Land Management Act 1997 to be disclosed.

Issued by Port Stephens Council Development Services Group,
on behalf of **Tim Crosdale, General Manager**

HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SEWER LOCATION DIAGRAM

Enquiries 1300 857 657

APPLICANT'S DETAILS



InfoTrack

3 BINNS

RAYMOND TERRACE NSW

APPLICATION NO. 2700399

APPLICANT REF: M 2025-1365

RATEABLE PREMISE NO.: 9999930895

PROPERTY ADDRESS: 3 BINNS ST RAYMOND TERRACE 2324

LOT/SECTION/DP:SP: 201//DP1283541



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

IF A SEWERMAIN IS LAID WITHIN THE BOUNDARIES OF THE LOT, SPECIAL REQUIREMENTS FOR THE PROTECTION OF THE SEWERMAIN APPLY IF DEVELOPMENT IS UNDERTAKEN. IN THESE CASES, IT IS RECOMMENDED THAT YOU SEEK ADVICE ON THE SPECIAL REQUIREMENTS PRIOR TO PURCHASE. PHONE 1300 857 657, FOR MORE INFORMATION.

IMPORTANT:

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

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

Date: 28/10/2025

Scale at A4: 1:500

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CONTOUR DATA © AAM
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UTILITY DATA
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