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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Osborn George 20a William St Raymond Terrace 2324 Attn: Joel Osborn	Phone: 04432 566 245 Fax: Email: joel.osborn@osborngeorge.com.au
co-agent		
vendor		
vendor's solicitor	ANZ International 98 Tarrants Avenue Eastwood NSW 2122	Phone: (02) 9801 0539 Fax: Email: ronny@anzinternational.com.au Ref: 839/26
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	289 Monkleys Road, Millers Forest 2324 Registered Plan: Lot 2 IN DEPOSITED PLAN 550160 Folio Identifier: 2/550160	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: farmland	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions

☐ 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 — Phone: / Fax: / Email: / Ref:

price

deposit — (10% of the price, unless otherwise stated)

balance

contract date — (if not stated, the date this contract was made)

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

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

buyer's agent

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

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SIGNING PAGE

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

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

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Choices

Vendor agrees to accept a ***deposit-bond*** ☐ NO ☐ yes

Nominated *Electronic Lodgment Network* (*ELN*) (clause 4): PEXA

Manual transaction (clause 30) ■ NO ☐ yes
(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

Land tax is adjustable ☐ NO ☐ yes
GST: Taxable supply ■ NO ☐ yes in full ☐ yes to an extent
Margin scheme will be used in making the taxable supply ☐ NO ☐ yes
This sale is not a taxable supply because (one or more of the following may apply) the sale is:

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

- [ ] 33 property certificate for strata common property
- [ ] 34 plan creating strata common property
- [ ] 35 strata by-laws
- [ ] 36 strata development contract 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 off the plan contract

Other

- [ ] 60

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

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

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

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

(a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and

(b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

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

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Cooling off period (purchaser's rights)

1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.

2 EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—

(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or

(b) in any other case—the fifth business day after the day on which the contract was made.

3 There is NO COOLING OFF PERIOD—

(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or

(b) if the property is sold by public auction, or

(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or

(d) if the contract is made in consequence of the exercise of an option, other than an option that is void under the Act, section 66ZG.

4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.

5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

APA Group	NSW Department of Education
Australian Taxation Office	NSW Fair Trading
Council	Owner of adjoining land
County Council	Privacy
Department of Planning and Environment	Public Works Advisory
Department of Primary Industries	Subsidence Advisory NSW
Electricity and gas	Telecommunications
Land and Housing Corporation	Transport for NSW
Local Land Services	Water, sewerage or drainage authority

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

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

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

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

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

6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. 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.

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

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

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

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

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

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3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
3.9 The vendor must give the purchaser any original *deposit-bond* –
3.9.1 on completion; or
3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
4.3 The *parties* must conduct the *electronic transaction* –
4.3.1 in accordance with the *participation rules* and the *ECNL*; and
4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
4.5 *Normally,* the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
4.7.2 create and *populate* an *electronic transfer*;
4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
4.11 Before completion, the *parties* must ensure that –
4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
4.11.2 all certifications required by the *ECNL* are properly given; and
4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
4.12 If the computer systems of any of the *Land Registry*, the *ELNO,* Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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

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

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

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

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

4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

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

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

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

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

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

6 Error or misdescription

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

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

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

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

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

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;

10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or

10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

The vendor must do 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.

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13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –

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.

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14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion, and –

14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and

14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 The *parties* must not adjust any first home buyer choice property tax.

14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

• Vendor

16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

16.2 The legal title to the *property* does not pass before completion.

16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.4 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.5.2 any other amount payable by the purchaser under this contract.

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

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18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

20.16 Each *party* consents to –

20.16.1 any *party* signing this contract electronically; and

20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed 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.

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23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.

23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.

23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.

23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.

23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.

23.12 The vendor can complete and send the interest notice as agent for the purchaser.

23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
  - a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

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24.4 If the *property* is subject to a tenancy on completion –

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do 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.

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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.

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

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

• Transfer

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.

30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.

30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.

30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

• Place for completion

30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.

30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

• Payments on completion

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.

30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- *30.12.3* *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

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32 Residential off the plan contract

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

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

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

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

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

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CERTIFICATE UNDER SECTION 66W CONVEYANCING ACT, 1919

I, of certify as follows:

(a) I am a Solicitor/Licensed Conveyancer currently licensed to practise in the State of New South Wales

(b) This certificate is given in accordance with Section 66W of the Conveyancing Act 1919, with reference to an Agreement for Sale of property at:

between

_____

as vendor(s) and

_____

as purchaser(s)

_____

in order to waive the cooling off period in relation to that Agreement.

(c) I do not act for the vendor(s) and am not employed in the practice of a conveyancer or solicitor acting for the vendor(s), nor am I a member or employee of a firm of which a conveyancer or solicitor acting for the vendor(s) is a member or employee.

(d) I have explained to the purchaser(s):

(i) the effect of the Agreement for Sale of the property;

(ii) the nature of this certificate; and

(iii) the effect of giving this certificate to the vendor(s).

Dated this

SIGNED

SPECIAL CONDITIONS

1 Investment of deposit

1.1 Pending completion or the rescission or termination of the purchase of the property, the deposit holder shall invest the deposit in a manner as specified in the provisions of General Condition 2.9 of this contract. The deposit is to be placed in the name of the deposit holder as trustee jointly for the Vendor and Purchaser.

1.2 Any balance in the account for placement of the deposit in excess of the original principal amount of the deposit, being the reinvestment of the interest accrued and accumulated thereon (the "Interest") shall be appropriated by the deposit holder in the following manner in due course: -

(i) If the deposit is forfeited to the Vendor, the Interest shall be paid to the Vendor.
(ii) If the deposit is refunded to the Purchaser, the Interest shall be paid to the Purchaser.
(iii) If this contract is duly completed, one half of the Interest shall be paid to the Vendor and the balance shall be paid to the Purchaser.

1.3 The Vendor and the Purchaser agree that they shall give instruction to the deposit holder to do such things as may be necessary to give effect to the provisions in this contract and those stipulated herein.

1.4 The deposit holder shall not be responsible in any way for any loss occasioned by any investment of the deposit so long as the deposit holder has been acting in good faith in accordance with the instruction of the Vendor and/or the Purchaser, save of any wilful misconduct or self negligence. The Vendor and the Purchaser agree that each of them shall bear its own risk or loss consequential to their instruction to the deposit holder in respect of the investment of the deposit and interest accrued thereon.

1.5 The deposit holder shall only be responsible to appropriate the Interest in a manner provided herein after deduction of all the relevant government and bank duties, taxes and charges incurred in relation to this contract.

2 Capacity

2.1 Without in any manner negating, limiting or restricting any rights or remedies in which would have been available to the Vendor and/ or the Purchaser at Law or in Equity had this Clause not been included herein, should any one of the parties prior to completion: -

(a) if being an individual, die or become mentally ill, then the other party shall have a right to rescind this contract by notice in writing forwarded to the solicitor named as the other party's solicitor in this contract and thereupon this contract shall deem to be rescinded and the relevant provisions of the General Condition 19 shall apply thereto.
(b) if being a company, resolved to go into liquidation or have a petition for the winding up of one of the parties presented or enter into any scheme of arrangement with its creditors under the *Corporations Act 2001* (as amended) or should any liquidator, receiver, or official manager be appointed in respect of that party, then such party shall be deemed to be in default under this contract.

3 Notice to Complete

3.1 The Vendor and Purchaser agree that in the event of any circumstance occurring which would entitle the other party to make time of the essence of this contract, a Notice to complete to be affected in not less than fourteen (14) days from the date of service of that Notice shall deem to be a sufficient period of time.

3.2 The Purchaser agrees to reimburse to the Vendor a sum up to $440.00 to cover the legalcosts incurred if the Vendor issues a Notice to complete to the Purchaser. The Purchaser acknowledges that this is a genuine assessment of damage caused to the Vendor and is payable upon Completion.

4 Delayed completion

4.1 Should completion of this contract not be effected within the Completion Date specified in this contract due to the default of the Purchaser, and without prejudice to any other remedies of the Vendor, the Purchaser shall pay to the Vendor an interest at the rate of 10% per annum on the outstanding balance of purchase price for the period commencing on the Completion date and ending on the day of actual completion. The Purchaser acknowledges that this is a genuine assessment of damage caused to the Vendor and is payable upon completion.

4.2 For the purpose of this clause, if completion does not occur initially due to the default of the Vendor, Completion date is deemed to be 3 business days after the Vendor gives notice that it is ready, willing and able to complete.

5 Purchaser's warranty and acknowledgement

5.1 The Purchaser warrants that it was not introduced to the property or to the Vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the Vendor's agent, if any, described hereinbefore mentioned) and the Purchaser shall indemnify the Vendor, to the intent that this indemnity shall not merge or be extinguished on completion of this contract, against any claim for commission by any real estate agent or other person arising out of any such introduction of the Purchaser and against all claims and expenses of and incidental to the defence and determination of any such claim made against the Vendor.

5.2 The Purchaser warrants that the Purchaser enters into this Contract solely in reliance upon his own inspection of the property made by or on behalf of the Purchaser and not in any way in reliance on any representations made by or on behalf of the Vendor regarding: -

a) The condition of the property and the improvement erected on the land
b) The suitability for the purpose of the Purchaser
c) The rights and privileges relating to the Property
d) The financial income and capital return that may be expected from the Property
e) Any contamination, covenant, burden, encumbrance and encroachment that may affect the Property.

And the Purchaser is purchasing the Property in its present condition with fair wear and tear accepted and state of repair subject to any infestation and dilapidation and shall make no objection requisition or claim for compensation in respect of same.

5.3 The Purchaser acknowledges that the particulars of title disclosed in this contract are sufficient to enable the Purchaser to prepare the appropriate assurance of or relating to the property and the Purchaser shall not request the Vendor to provide particulars of title pursuant to General Condition 5 hereof.

6 Stamp duty

The Purchaser shall pay all stamp duties (including penalties and fines) which are payable in connection with this contract and shall indemnify and keep indemnified the Vendor against any liabilities which results from default, delay or omission to pay those duties or failure to make proper disclosures to the Commissioner for Stamp Duties in relation to those duties. This Special Condition shall not merge or be extinguished on completion of this contract.

7 Corporation Purchaser

7.1 This condition applies if the Purchaser is a proprietary company.

7.2 For the purposes of this contract, 'guarantor' means the directors and those holding shares in the capital of the Purchaser. The obligations of those who comprise the guarantor will be joint and several.

7.3 In consideration of the Vendor at the request of the guarantor entering into this contract, the guarantor: -

(i) covenants with the Vendor that the guarantor will be with the Purchaser jointly and severally liable to the Vendor the due performance of all the terms and conditions on the part of the Purchaser contained in this contract; and

(ii) guarantees to the Vendor the punctual payment of all money payable by the Purchaser under this contract and the performance of the terms and conditions of this contract.

7.4 If for any reason this contract is not enforceable by the Vendor against the Purchaser in whole or in part, the guarantor will indemnify the Vendor against all loss, including all money which would have been payable by or recoverable from the Purchaser had this contract been enforceable against the Purchaser.

7.5 In the event of the guarantor failing to execute this contract for sale, the person or persons signing on behalf of the guarantor will be deemed as personally taking all responsibilities mentioned in this Special Condition.

8 Variation of General Conditions

8.1 substituting "0.1%" in place of "5%" in General Condition 7.1.1.

8.2 substituting "0.1%" in place of "10%" in General Condition 7.2.1.

8.3 deleting "on reasonable grounds" in General Condition 8.1.

8.4 deleting General Condition 24.1.

8.5 substituting "Vendor" and “7 days” in place of "Purchaser" and “3 days” in General Condition 23.13.

8.6 deleting General Condition 23.14.

9 Entire agreement

This contract comprises the whole of the bargain between the Vendor and the Purchaser and no other contract, provision, term or condition (whether in the form of representations made by or on behalf of the Vendor or otherwise) exists or applies.

10. Deposit less than 10%

10.1 If the parties agree that the deposit of less than ten per cent (10%) of the purchase price is paid upon exchange of contracts, the payment of the balance of the ten per cent (10%) is of essence on Completion Date or on the date that the Vendor otherwise becomes entitled to keep or recover the deposit. Any delay in the Vendor in demanding the payment and exercising of its legal right does not give rise to any claim that such payment is waived and that it becomes a penalty or otherwise not payable when payment is demanded at a later stage.

10.2 The Purchaser further agrees that despite whatever amendment made in this contract, the deposit payable remains as 10% of the purchase price and not any lesser sum.

11 GST

11.1 Notwithstanding whatever stated in this contract, the purchase price is exclusive of GST unless and until the GST amount is inserted in the 'GST amount' box on the front page of the contract. Otherwise any GST payable by the Vendor will be added on top of the purchase price upon settlement and payable by the Purchaser as part of the adjustment pursuant to clause 14.

11.2 If for whatever reason and notwithstanding whatever stated in this contract, this transaction is deemed to be a taxable supply after completion and the Vendor has to pay GST to the relevant authority even though GST is not expressed to be payable in this contract, the Purchaser will reimburse the Vendor for all the GST payable for this contract within 7 days upon written demand from the Vendor.

12 FIRB

The Purchaser warrants that it is not a foreign national as defined under the *Foreign Acquisitions and Takeovers Act 1975* (Cth), or alternatively, to the extent that the Purchaser is a foreign national, it warrants that it has obtained the necessary FIRB approval for the purchase of the property. The Purchaser will otherwise indemnify the Vendor against all damages, claims and penalties which the Vendor may suffer if the Purchaser breaches this Special Condition. This Special Condition will not merge or be extinguished upon the completion of this contract.

13 Re-scheduled Settlement

In the event settlement does not take place at the scheduled place at the scheduled time, or does not take place at a re-arranged time on that day, due to the default of the Purchaser or their mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional $250.00 plus GST on settlement, to cover the legal costs and other expenses incurred as a consequence of the delay.

14 Requisitions on Title

For the purpose of clause 5.1 the requisitions or general questions about the property or the title will be in the form attached in this Contract.

15 Building Certificate

15.1 Despite anything contained in this Contract or any rule of law to the contrary, the Vendor is not required to do any work or expend any money on or in relation to the Property nor to make application for or to do anything towards obtaining a Building Certificate under S.6.23 (cf previous s 149B) of the Environment Planning and Assessment Act 1979 (the "Building certificate")

15.2 If the Purchaser nonetheless applies for the building certificate at the Purchaser's own expense and for any reason whatsoever the local council refuses or fails to issue a Building certificate, such refusal or failure or the facts upon which such refusal or failure are based will not be a defect in the title of the Property and the Purchaser must take title and cannot make any objection requisition claim for compensation nor delay completion notwithstanding such refusalor failure or facts.

16 Inclusions

The Purchaser must accept the inclusions in their present condition and state of repair and shall not call upon the Vendor to expend any money in respect thereof.

17 Condition, Alterations and Additions

The Purchaser must accept the property in its present condition, and the Vendor does not warrant any alterations, additions or renovations comply with any authority, standard, or consent. The Purchaser will make no objection, requisition, or claim in respect of any matter or thing arising from this clause.

18 Christmas Break

Notwithstanding whatever else stated in this contract, should the completion date fall on or between 23 December 2026 and 12 January 2027, completion will be re-scheduled to occur on 13 January 202

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
   (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
   (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
   (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
    (a) to what year has a return been made?
    (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
    (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
    (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
    (c) Has the vendor a Building Information Certificate of a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
    (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the Environmental Planning and Assessment Act) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

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(e) In respect of any residential building work carried out in the last 7 years:
  (i) please identify the building work carried out;
  (ii) when was the building work completed?
  (iii) please state the builder's name and licence number;
  (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.

17.
(a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
(b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?

18. If a swimming pool is included in the sale:
(a) did its installation or construction commence before or after 1 August 1990?
(b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
(c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
(d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
(e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
(f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

19.
(a) To whom do the boundary fences belong?
(b) Are there any party walls?
(c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
(d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
(e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

Affectations/Benefits

20.
(a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
  (i) whether there are any existing breaches by any party to it;
  (ii) whether there are any matters in dispute; and
  (iii) whether the licensor holds any deposit, bond or guarantee.
(b) In relation to such licence:
  (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
  (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

21. Is the vendor aware of:
(a) any road, drain, sewer or storm water channel which intersects or runs through the land?
(b) any dedication to or use by the public of any right of way or other easement over any part of the land?
(c) any latent defects in the Property?

22. Has the vendor any notice or knowledge that the Property is affected by the following:
(a) any resumption or acquisition or proposed resumption or acquisition?
(b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
(c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
(d) any sum due to any local or public authority? If so, it must be paid prior to completion.
(e) any realignment or proposed realignment of any road adjoining the Property?
(f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?

23.
(a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
(b) If so, do any of the connections for such services pass through any adjoining land?
(c) Do any service connections for any other Property pass through the Property?

24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Capacity

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

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
28. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
29. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
31. The purchaser reserves the right to make further requisitions prior to completion.
32. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

LAND REGISTRY SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/550160

SEARCH DATE	TIME	EDITION NO	DATE
11/2/2026	5:32 PM	5	24/5/2023

LAND

LOT 2 IN DEPOSITED PLAN 550160
AT MILLERS FOREST
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF ALNWICK COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP550160

FIRST SCHEDULE

(T AJ14810)

SECOND SCHEDULE (4 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 LIMITED TITLE. LIMITATION PURSUANT TO SECTION 28T(4) OF THE REAL PROPERTY ACT, 1900. THE BOUNDARIES OF THE LAND COMPRISED HEREIN HAVE NOT BEEN INVESTIGATED BY THE REGISTRAR GENERAL.
3 QUALIFIED TITLE. CAUTION PURSUANT TO SECTION 28J(1) AND 28J(1A) OF THE REAL PROPERTY ACT, 1900. ENTERED 17.6.1998 BK4200 NO910
4 BK 2575 NO 27 RIGHT OF CARRIAGEWAY 5.03 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART OF LOT 1 SHOWN AS PROPOSED RIGHT OF WAY 25 LKS WIDE IN THE TITLE DIAGRAM

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

ANZI-RONNYP-839/26 PRINTED ON 11/2/2026

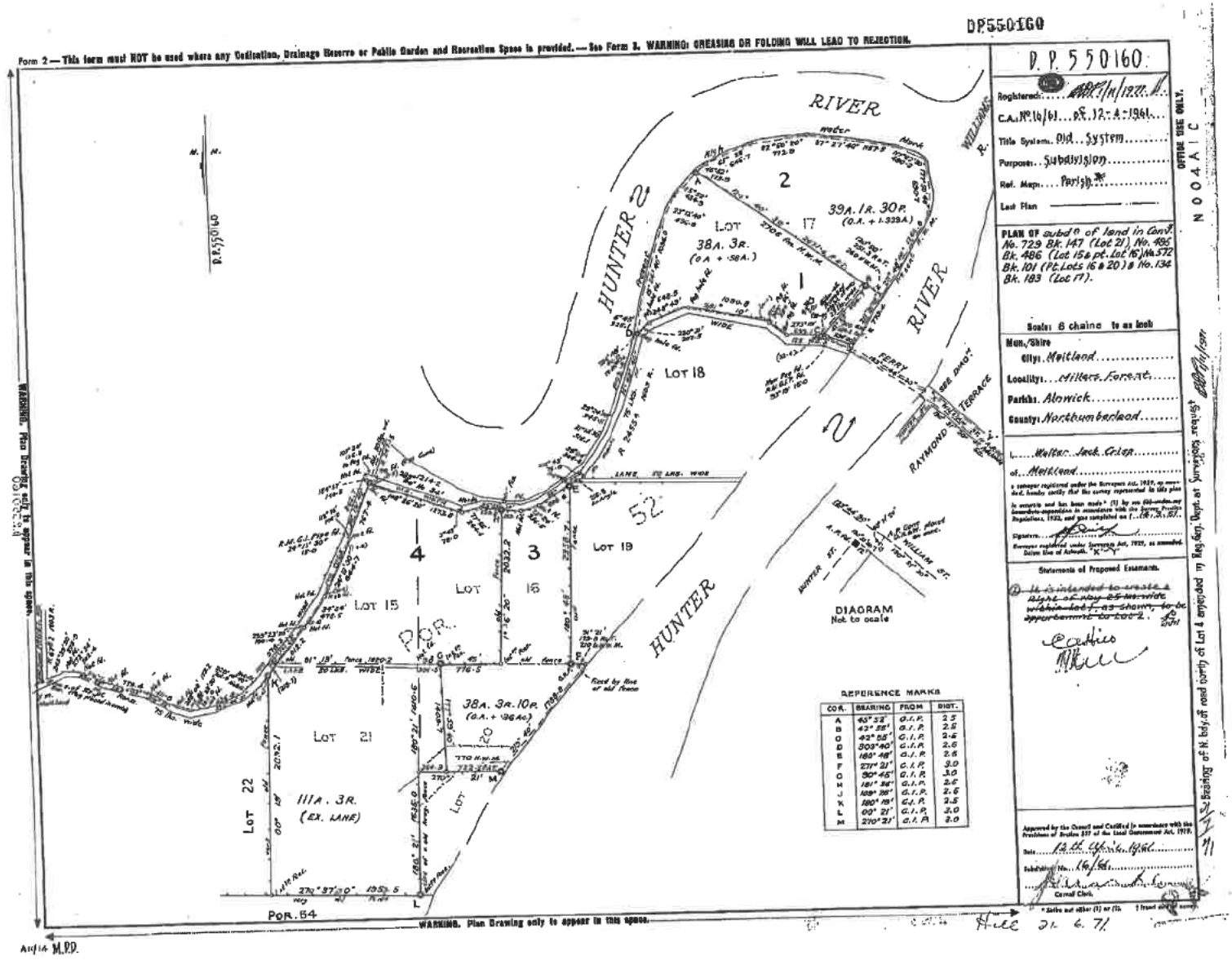
*** Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title.**
Warning: the information appearing under notations has not been formally recorded in the Register.
Hazlett Information Services hereby certifies that the information contained in this document has been provided electronically by the Registrar-General in accordance with Section 96B(2) of the Real Property Act 1900.
Date and Time of Search: Wed Feb 11 17:32:55 2026
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704/60 Park Street Sydney NSW 2000
Ph: 02 92615211 | www.hazlett.com.au

DP550160

Form 2 — This form must NOT be used where any Dedication, Drainage Reserve or Public Garden and Recreation Space is provided. — See Form 3. WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.



REFERENCE MARKS

COR.	BEARING	FROM	DIST.
A	43° 52'	C.I.P.	2.5
B	42° 52'	C.I.P.	2.5
C	92° 55'	C.I.P.	2.6
D	303° 40'	C.I.P.	2.6
E	180° 48'	C.I.P.	2.6
F	271° 21'	C.I.P.	3.0
G	90° 45'	C.I.P.	3.0
H	181° 36'	C.I.P.	2.6
I	109° 28'	C.I.P.	2.6
K	180° 19'	C.I.P.	2.5
L	00° 21'	C.I.P.	3.0
M	270° 21'	C.I.P.	3.0

D.P. 550160

Registered: 8th/1/1971

C.A. No. 14/61 ... dt. 12-4-1961

Title System: Old System

Purpose: Subdivision

Ref. Maps: Parish

Last Plan:

PLAN OF subd^n of land in Conv. No. 729 Bk. 147 (Lot 21), No. 495 Bk. 486 (Lot 15 & pt. Lot 16) No. 572 Bk. 101 (Pt. Lots 16 & 20) & No. 134 Bk. 183 (Lot 17).

Scale: 8 chains to an inch

Mun./Shire

City: Maitland

Locality: Millers Forest

Parish: Alnwick

County: Northumberland

I, Walter Jack Crisp of Maitland, a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made * (1) by me (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on [illegible]

Signature:

Surveyor registered under Surveyors Act, 1929, as amended.

Dated this 1st day of August, 1971.

Statements of Proposed Easements.

(1) It is intended to create a right of way 25 metres wide shown as [illegible] on the plan appurtenant to Lot 2.

Approved by the Council and Certified in accordance with the Provisions of Section 327 of the Local Government Act, 1919.

Date: 12th day of July, 1971

Subdivision No. 14/61

Council Clerk.

* Strike out either (1) or (2). † Insert date of survey.

OFFICE USE ONLY. N 0 4 A I C

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 550160

LINKS	METRES
1	0.2
2.5	0.505
3	0.605
5	1.005
10	2.01
14	2.815
15	3.015
20	4.026
25	5.03
32.4	6.52
40	8.045
50	10.06
75	15.09
77.29	15.55
78	15.69
91.4	18.385
100	20.115
100.4	20.195
125	25.145
135.8	26.918
136.8	27.52
140.5	28.265
175.2	34.84
178.9	34.985
179.0	36.17
201.9	40.615
202.4	40.715
207.5	41.74
210	42.245
216.5	43.555
218.7	43.995
236.5	47.575
239.6	48.2
251.3	50.55
260	52.3
264.5	53.28
284.1	57.15
285.1	57.35
297	59.75
304.4	61.24
306.5	61.66
318.1	63.99
325.9	65.16
325.1	65.4
329.2	66.22
345.5	69.5
360	72.42
364.3	73.29
411.6	82.84
434.9	87.49
436.8	87.87
436.9	87.89
478.5	96.26
480.2	96.6
498.6	100.3
516.7	103.94
539.1	108.45
548.5	109.33
594.7	119.63
646.7	130.1
690.7	138.95
722.2	145.28
767.4	154.38
770	154.9
772.9	155.48
773.4	155.58
776.5	156.21
779.4	156.79
812.2	163.39
844.7	169.93
862.7	173.55
975.3	196.2
1002.4	201.65
1090.8	219.43
1096	220.48
1157.5	232.85
1214.2	244.26

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 550160 CONTINUED

LINKS	METRES
1266.8	254.84
1275.6	256.23
1409.7	283.59
1410.6	283.77
1635	328.91
1788.3	359.75
1820.2	366.17
1953.5	392.98
2032.2	408.81
2358.7	474.49
2671.4	537.4
2706	544.4
2692.1	561.8

AC	RD	P	HA
36	-	-	14.57
38	3	-	15.68
38	3	10	15.71
39	1	30	15.96
58	-	-	23.47
111	3	-	45.22

I, Jack Hayward Watson, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this fifth day of August, 1976.



WARNING: Plan Drawing only to appear in this space

Office of the Registrar-General /Src:Hazlett /Ref:ANZI-RONNYP-839?26

Verified:

C.A. NUMBER: 74245

INDEX PARTICULARS
GENERAL REGISTER OF D[illegible]

BOOK 4200
NO. 910

(A)

NATURE OF INSTRUMENT	DATE OF INSTRUMENT	REGISTRATION TYPE
CONVEYANCE	7th MAY 1998	GENERAL

(B)

ENTRY TYPE	FAMILY NAME	GIVEN NAMES
P.	SANDEMAN	Ronald George
P	SANDEMAN	Colin James
P	PIMM	Barbara Joan
P	EINAM	Glenda May
V	SANDEMAN	LYLIA.

LEAVE BLANK WHERE INSTRUMENT DOES NOT AFFECT OLD SYSTEM LAND

(C)

	LOCALITY OF LAND	LINK CONVEYANCE - for Old System Land Book	No.	Whole/Part	PRINCIPAL DEED
1	MILLERS FOREST	2575	27	WHOLE	Conveyance
2					
3					

LEAVE BLANK WHERE INSTRUMENT DOES NOT AFFECT OLD SYSTEM LAND

(D)

	CURRENT LOCAL GOVERNMENT AREA	PARISH	COUNTY
1	PORT STEPHENS COUNCIL	ALNWICK	NORTHUMBERLAND
2			
3			

(E)

I, Janice Ann WALSH of Raymond Terrace Clerk to Cunningham + Adam, Solicitors

certify that for the purposes of Section 184D(3) of the Conveyancing Act 1919 that:

1. the registration copy is a true copy of the original and
2. the above index particulars of the original instrument [and on the annexure(s)] are complete and correct.

Signed: J Walsh Date: 13 May 1998

Office of the Registrar-General /Src:Hazlett /Ref:ANZI-RONNYP-839?26

N.S.W. STAMP DUTY NONE PAYABLE PAID

D 66 M
OFFICE OF STATE REVENUE
NO STAMP DUTY IS PAYABLE ON THIS INSTRUMENT

BETWEEN **LYLIA SANDEMAN** of Williamtown in the State of New South Wales Farmer (hereinafter called "the Donor") of the one part

AND **RONALD GEORGE SANDEMAN** of Williamtown in the said State Farmer

COLIN JAMES SANDEMAN of Kotara in the said State Farmer

BARBARA JOAN PIMM of Williamtown in the said State Farmer and

GLENDA MAY EINAM of Williamtown in the said State Farmer (Hereinafter called "Donees") of the other part

WHEREAS:

A. The Donee is the registered proprietor of the land and hereditaments hereinafter described.

B. The Donee has agreed to make a gift or disposition in favour of the Donees in manner hereinafter appearing.

NOW THIS DEED WITNESSETH that in consideration of the natural love and affection the Donor bears towards the Donees the Donor as Donor and beneficial owner **DOTH HEREBY CONVEY** unto the Donees the land and hereditaments hereinafter described in the Schedule hereinafter set forth.

IN WITNESS whereof the Donor has hereunto set her hand and affixed her seal on the day and year first hereinbefore written.

THE SCHEDULE HEREINBEFORE REFERRED TO

ALL THAT piece or parcel of land being Lot 2 of a resubdivision of Lot 17 of a subdivision of part of Portion 52 (being Lot 2 in Deposited Plan No. 550160) at Millers Forest Parish of Alnwick County of Northumberland and State of New South Wales **COMMENCING** at a point bearing and distant 272 degrees 19 minutes for 91.4 links and 42 degrees 55 minutes for 894.7 links from the eastern extremity of Line Number 4 on Road Plan Catalogued Number 2455 A1603R at the Lands Department being the road from Maitland to Raymond Terrace and bounded thence on the part of the South West by part of the north eastern boundary of Lot 1 of resubdivision being a fenced line bearing 304 degrees 40 minutes 30 seconds for 2706 links to the right bank of the Hunter River towards the North, North East and South East by the right bank of that River downwards to the easternmost corner of Lot 1 of resubdivision and thence on the remainder of the South West by part of the north eastern boundary of that Lot being being a fenced line bearing 300 degrees 50 minutes for 260 links to the point of commencement be the aforesaid several dimensions all a little more or less and containing an area of 39 acres 1 rood 30 perches or thereabouts **TOGETHER WITH** the benefit of a right of carriage way 25 links wide as appurtenant to the above described lands through the adjoining lands of the adjoining

Lylia Sandeman

owner which right of way is described as follows **COMMENCING** at a point on the northern side of the road from Maitland to Raymond Terrace aforesaid bearing 273 degrees 19 minutes for 91.4 links from the eastern extremity of line Number 4 on Road Plan Catalogued Number 2455 A 1603 R (Lands Department) and bounded thence on the South East by a line bearing 42 degrees 55 minutes for 894.7 links to the south westernboundary of the above described land on the North by part of that boundary bearing 304 degrees 40 minutes 30 seconds for 25.3 links on the North West by a line 222 degrees 55 minutes for 911.8 links to the northern side of the road from Maitland to Raymond Terrace aforesaid and thence on the south by part of that side of that road bearing 93 degrees 19 minutes for 32.4 links to the point of commencement **AND SUCH LAND** hereby conveyed together with the said right of carriageway is described by more recent metric survey as follows:

ALL THAT piece or parcel of land containing by admeasurement 15.96 hectares or thereabouts situate in the Local Government Area of Maitland Parish of Alnwick County of Northumberland and State of New South Wales being Lot 2 in Deposited Plan No. 550160 **COMMENCING** at a point bearing 273 degrees 19 minutes 18.385 metres and 42 degrees 55 minutes 179.99 metres from the Eastern extremity of Line No. 4 shown on Road Plan Catalogues No. 2455A 1603R at the Lands Department being the road from Maitland to Raymond Terrace and bounded thence on part of the South West by part of the North Eastern boundary of Lot 1 in Deposited Plan No. 550160 being a fenced line bearing 304 degrees 40 minutes 30 seconds 544.36 metres to the High Water Mark of the Hunter River as shown in Deposited Plan No. 550160 on the North North-East and South East by that High Water Mark of that River downwards to the Easternmost corner of Lot 1 in Deposited Plan No. 550160 and on the remainder of the South West by part of the North Eastern boundary of that Lot in that Deposited Plan being a fenced line bearing 300 degrees 50 minutes 52.305 metres to the point of commencement be the aforesaid several dimensions the same a little more or less **TOGETHER WITH** the benefit of a Right of Way 5.03 metres wide appurtenant to the above described land through the adjoining land of the adjoining owner which Right of Way is described as follows:

COMMENCING at a point on the Northern side of the Road from Maitland to Raymond Terrace aforesaid bearing 273 degrees 19 minutes 18.385 metres from the Eastern extremity of Line No. 4 shown on Road Plan Catalogued No. 2455A 1603R at the Lands Department and bounded thence on the South-East being a line bearing 42 degrees 55 minutes 179.99 metres to the South Western boundary of the above described land on the North East by part of that boundary bearing 304 degrees 40 minutes 30 seconds 5.09 metres on the North West by a line bearing 222 degrees 55 minutes 183.425 metres to the Northern side of the road from Maitland to Raymond

Lydia Sandeman

Terrace aforesaid and on the South by that side of that Road bearing 93 degrees 19 minutes 6.52 metres to the point of commencement be the aforesaid several dimensions the same a little more or less.

SIGNED by the said **LYLIA SANDEMAN**) Lylia Sandeman
in the presence of:)

THOMAS LAURIE ADAM
SOLICITOR
RAYMOND TERRACE

REGISTERED IN THE
LAND TITLES OFFICE
15 MAY 1998
BOOK 4200 No. 910

LP 33H

© Office of the Registrar-General /Src:Hazlett /Ref:ANZI-RONNIE-039/26

CONVEYANCE

New South Wales-7/6 Duly Stamped-Stamp Duty-13/6/61

Ad Valorem Duty Paid-£43/15/-- N.S.W. Stamp Duties Office No 27 Bk 2575

THIS DEED made the Eighth day of June One thousand nine ----- hundred and sixty-one BETWEEN CECIL AUGUSTINE HIDL of Maitland in the State - of New South Wales Solicitor and THOMAS JOHN HILL of Maitland aforesaid ----- Accountant (Executors by representation of the Will of Patrick Hill late of -- Millers Forest Farmer deceased) (hereinafter called Vendors) of the one part - and LYLIA SANDEMAN of Williamtown in the said State Married Woman (hereinafter called Purchaser) of the other part WHEREAS the said Patrick Hill at the time of his death hereinafter mentioned was seised in unencumbered fee simple ----- (inter alia) of the land and hereditaments hereinafter described AND WHEREAS by his Will dated the Ninth day of September One thousand nine hundred and --- seven the said Patrick Hill appointed his Sons John Patrick Hill Michael ---- Joseph Hill and William Christopher Hill Executors thereof AND WHEREAS the --- said Patrick Hill died on or about the Eighteenth day of January One thousand nine hundred and eight without having altered or revoked his said Will Probate whereof was on the Fourteenth day of April One thousand nine hundred and eight granted to the said John Patrick Hill Michael Joseph Hill and William Christ- opher Hill by the Supreme Court of New South Wales in its Probate Jurisdiction (Number 42564) AND WHEREAS the said Michael Joseph Hill died on the Seventeenth day of March One thousand nine hundred and thirty-five AND WHEREAS the said -- John Patrick Hill died on the Twenty-fifth day of November One thousand nine - hundred and thirty-five AND WHEREAS by his Will dated the Twelfth day of July One thousand nine hundred and forty-eight the said William Christopher Hill -- appointed Margaret Jane Hill and Susan Agnes Hill Executrices and Trustees --- thereof AND WHEREAS the said William Christopher Hill died on or about the --- Seventeenth day of September One thousand nine hundred and fifty-eight without having altered or revoked his said Will Probate whereof was on the Twenty-fourth day of August One thousand nine hundred and fifty-nine granted to the said --- Susan Agnes Hill by the Supreme Court of New South Wales in its Probate ------ Jurisdiction (Number 495572) the said Margaret Jane Hill having died on the -- Twenty-sixth day of November One thousand nine hundred and fifty-eight without having taken out Probate AND WHEREAS by her Will dated the Twentieth day of -- June One thousand nine hundred and fifty-nine the said Susan Agnes Hill ------ appointed the said Cecil Augustine Hill and Thomas John Hill (in the said Will called Thomas Joseph Hill) the Executors thereof AND WHEREAS the said Susan -- Agnes Hill died on the Seventeenth day of September One thousand nine hundred and fifty-nine without having altered or revoked her said Will Probate whereof was on the Twentieth day of September One thousand nine hundred and sixty ---- granted by the Supreme Court of New South Wales in its Probate Jurisdiction to the Vendors (Number 513068) AND WHEREAS the Vendors as such Executors by ----- representation as aforesaid have agreed with the Purchaser for the absolute -- sale to her of the said land and hereditaments for the price of THREE THOUSAND FIVE HUNDRED POUNDS (£3,500.0.0.) NOW THIS DEED WITNESSETH that in consideration of the premises and of the sum of Three Thousand Five Hundred Pounds ----- (£3,500.0.0.) paid by the Purchaser to the Vendors (the receipt whereof is --- hereby acknowledged) the Vendors as such Executors as aforesaid in pursuance - of the powers vested in them by the Wills Probate and Administration Act ----- 1898-1954 the Conveyancing Act 1919-1954 and of every other power them hereunto enabling DO HEREBY CONVEY unto the Purchaser in fee simple ALL THAT piece or - parcel of land being Lot 2 of a resubdivision of Lot 17 of a subdivision of -- part of Portion 52 at Millers Forest Parish of Alnwick County of Northumberland and State of New South Wales COMMENCING at a point bearing and distant 273 --- degrees 19 minutes for 91.4 links and 42 degrees 55 minutes for 894.7 links -- from the eastern extremity of line Number 4 on Road Plan Catalogued Number --- 2455 A 1603R at the Lands Department being the road from Maitland to Raymond - Terrace and bounded thence on part of the South West by part of the north ---- eastern boundary of Lot 1 of resubdivision being a fenced line bearing 304 --- degrees 40 minutes 30 seconds for 2706 links to the right bank of the Hunter - River towards the North, North East and South East by part of that bank of --- that River downwards to the easternmost corner of Lot 1 of resubdivision and - thence on the remainder of the South West by part of the north eastern boundary of that Lot being a fenced line bearing 300 degrees 50 minutes for 260 links - to the point of commencement BE the aforesaid several dimensions all a little more or less and containing an area of 39 acres 1 rood 30 perches or thereabouts TOGETHER with the benefit of a right of carriage way 25 links wide as appurten- ant to the above described lands through the adjoining lands of the Vendors -- which right of way is described as follows:- COMMENCING at a point on the northern side of the road from Maitland to Raymond Terrace ---- aforesaid bearing 273 degrees 19 minutes for - 99.4 links from the eastern extremity of line

Lylia Sandeman

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Number 4 on Road Plan Catalogued Number 2455 A 1603 R (Lands Department) and bounded thence on the South East by a line bearing 42 degrees 55 minutes for 894.7 links to the south western boundary of the above described land; on -- the North East by part of that boundary bearing 304 degrees 40 minutes 30 --- seconds for 25.3 links; on the North West by a line bearing 222 degrees 55 - minutes for 911.8 links to the northern side of the road from Maitland to --- Raymond Terrace aforesaid and thence on the South by part of that side of that road bearing 93 degrees 19 minutes for 32.4 links to the point of commencement The Vendors as Covenantors covenant with the Purchaser as Covenantee to produce the documents mentioned in the Schedule hereto IN WITNESS whereof the parties hereto have hereunto set their hands and affixed their seals on the day and - year first before mentioned.

THE SCHEDULE REFERRED TO

1st A ugust, 1878	CONVEYANCE Archibald Hamilton Jacob to Patrick Hill - Registered Number 134 Book 183.
1st A ugust, 1878	MORTGAGE Patrick Hill to Archibald Hamilton Jacob --- Registered Number 135 Book 183.
6th June, 1883	RELEASE OF MORTGAGE Archibald Hamilton Jacob to Patrick Hill Registered Number 55 Book 273.
2nd May, 1961	DECLARATION of Cecil Augustine Hill with Certificates of Deaths of Michael Joseph Hill and John Patrick Hill annexed thereto.

SIGNED SEALED AND DELIVERED by the said)
CECIL AUGUSTINE HILL in the presence of:-) C. A. Hill,

M. F. Croyle,
Clerk,
Maitland.

SIGNED SEALED AND DELIVERED by the said)
THOMAS JOHN HILL in the presence of:-) T. J. Hill

M. F. Croyle.

I, JOAN WENDY JONES Clerk to Mackenzie, Cunningham & Adam, Solicitors, Raymond Terrace ~~certify that I have examined the original Conveyance and~~ duly sworn maketh oath and saith:
The typewriting contained on this and the preceding page has been examined by me with the original CONVEYANCE and is a true and correct copy thereof.

SWORN at Raymond Terrace this)
Twentieth day of June, 1961.) W Jones
Before me:-)

J R Sundgren J.P.

RECEIVED into the Registration of Deeds Office at Sydney this 7th day of July One thousand nine hundred and sixty-one at four minutes past ten o'clock in the fore noon from Diana Graham Clerk to Thomas Kenyon & Son, Law Stationers, 109 Elizabeth Street, Sydney a ~~true copy of the within Conveyance~~

R Hodgkinson

DEPUTY REGISTRAR

HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SEWER LOCATION DIAGRAM - WATER ONLY

Enquiries: 1300 657 657

N
W E
S

APPLICATION NUMBER: *2762068*

APPLICANT NAME: *RONNY PU*

RATEABLE PREMISE NO: *1194235431*

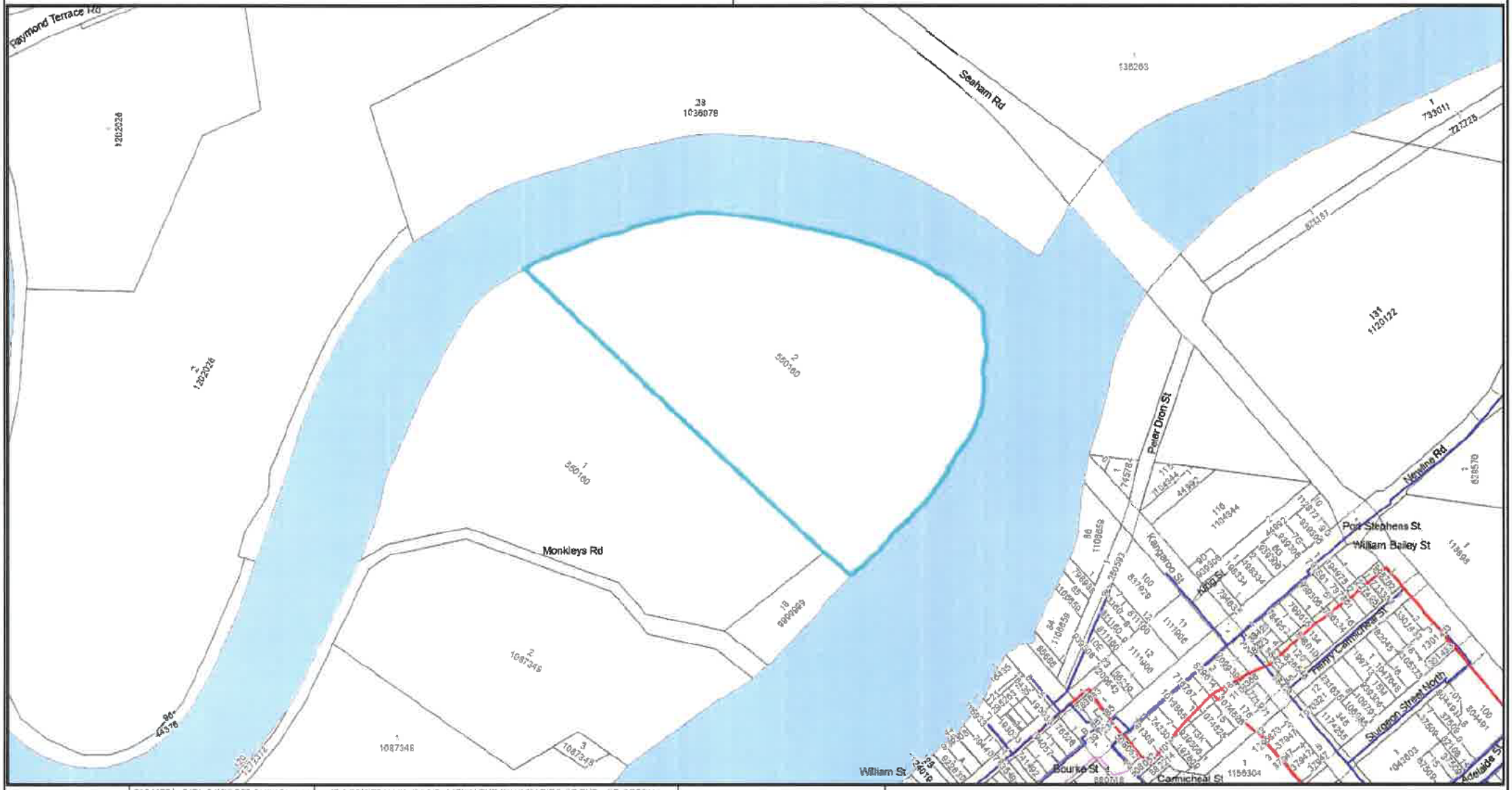
PROPERTY ADDRESS: *289 MONKLEYS RD MILLERS FOREST 2324*

LOT/SECTION/DP/SP: *2//DP550160*

APPLICANT REF: *H'ANZI-RONNYP-839/26*

289 Monkleys

Millers Forest NSW



Date: 6/02/2026

Scale: at A3 = 5,000

CADASTRAL DATA © NSW DCS Spatial Services
CONTOUR DATA © AAM
© NSW DPIE

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

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

A SEWERMAIN IS NOT AVAILABLE TO WHICH THE PROPERTY CAN BE CONNECTED.

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

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.

maitland
city council

Certificate No.: PC/2026/419
Certificate Date: 11/02/2026
Fee Paid: $71.00
Receipt No.: 2437016
Your Reference: 839/26

SECTION 10.7 PLANNING CERTIFICATE
Environmental Planning and Assessment Act, 1979 as amended

APPLICANT:	ANZ International
	anz.international@yahoo.com.au
PROPERTY DESCRIPTION:	289 Monkleys Road MILLERS FOREST NSW 2324
PARCEL NUMBER:	28497
LEGAL DESCRIPTION:	Lot 2 DP 550160

IMPORTANT: Please read this Certificate carefully.

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

All information provided is correct as at the date of issue of this Certificate. However, it is possible for changes to occur at any time after the issue of this Certificate.

For more information on the Planning Certificate please contact our Customer Experience team on 4934 9700.

SECTION 10.7(2)

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

ITEM 1 - Names of relevant planning instruments and development control plans

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

State Environmental Planning Policies

The Minister for Planning has notified that the following State Environmental Planning Policies (SEPPs) shall be specified on Certificates under Section 10.7 of the Environmental Planning and Assessment Act, 1979.

The land is affected by the following State Environmental Planning Policies:

- SEPP65 Design Quality of Residential Apartment Development
- SEPP (Biodiversity and Conservation) 2021
- SEPP (Industry and Employment) 2021
- SEPP (Primary Production) 2021
- SEPP (Planning Systems) 2021
- SEPP (Housing) 2021
- SEPP Building Sustainability Index: BASIX 2004
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Resources and Energy) 2021
- SEPP (Transport and Infrastructure) 2021
- SEPP (Resilience and Hazards) 2021

Local Environmental Plan (LEP)

Maitland LEP 2011, published 16 December 2011, applies to the land.

Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

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

Planning Proposal for a Local Environmental Plan

No draft local Environmental Plans that have been on public exhibition under the Act are applicable to the land.

Detailed information on draft environmental planning instruments is available at

the NSW Department of Planning and Environment Current LEP Proposals website; or Maitland City Council's website.

Draft Development Control Plans

No draft Development Control Plan(s) that have been on public exhibition under the Act are applicable to the land.

Draft State Environmental Planning Policies

No draft State Environmental Planning Policy(s) applying to the land is, or has been publicised the subject of community consultation or on public exhibition under the Act.

ITEM 2 – Zoning and land use under relevant planning instruments

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

Zone and Land Use Table from Local Environmental Plan
RU1 Primary Production

1 Objectives of zone

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base
- To encourage diversity in primary industry enterprises and systems appropriate for the area
- To minimise the fragmentation and alienation of resource lands
- To minimise conflict between land uses within this zone and land uses within adjoining zones

2 Permitted without Consent

Extensive agriculture; Home occupations; Intensive plant agriculture

3 Permitted with Consent

Airstrips; Animal boarding or training establishments; Aquaculture; Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Cellar door premises; Dual occupancies; Dwelling houses; Environmental facilities; Environmental protection works; Extractive industries; Farm buildings; Farm stay accommodation; Flood mitigation works; Forestry; Helipads; Home-based child care; Home businesses; Home industries; Intensive livestock agriculture; Jetties; Landscaping material supplies; Markets; Open cut mining; Plant nurseries; Recreation areas; Roads; Roadside stalls; Rural industries; Rural supplies; Signage; Turf farming; Water supply systems

4 Prohibited

Any other development not specified in item 2 or 3.

Detailed information on the land zone mapping is available at the NSW Department of Planning and Environment ePlanning Spatial Viewer website; or Maitland City Council's website.

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

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

For the land zoned RU1 Primary Production Clause 4.2A in the Maitland Local Environmental Plan 2011 applies to the land. This clause fixes a minimum lot size for the erection of a dwelling-house that is identified on the Maitland Local Environmental Plan 2011 Lot Size Map as 40 hectares. For the land zoned the Maitland LEP 2011 does not contain a development standard specifying the land dimensions required to permit the erection of a dwelling house on the land.

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

The land IS NOT identified in an area of outstanding biodiversity value under the Biodiversity Conservation Act.

Is the land within a conservation area, however described?

The land IS NOT in a Heritage Conservation Area.

Is there an item of environmental heritage in a local environmental plan?

The land does NOT contain an item of Environmental Heritage.

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

ITEM 3 – Contribution plans

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

- Maitland S94A Levy Contributions Plan 2006
- Maitland City Wide Section 94 Contributions Plan 2016
- Maitland S94 Contributions Plan (City Wide) 2006

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

The land IS NOT in a special contributions area.

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

ITEM 4 – Complying Development

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

Complying development under the **Housing Code** may not be carried out on the land as it is not within an applicable zone and the land is:

Land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

Complying development under the **Low Rise Medium Density Housing Code and Greenfield Housing Code** may not be carried out on the land as it is not within an applicable zone and the land is:

Land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

Complying development under the **Rural Housing Code** may not be carried out on the land as it is:

Land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

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

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

Complying development under the **Commercial and Industrial Alterations Code** may be carried out on the land.

Complying development under the **Commercial and Industrial (New Buildings and Additions) Code** may not be carried out on the land as it is not within an applicable zone and the land is:

Land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

Complying development under the **Subdivisions Code** may be carried out on the land.

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

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

Complying development under the **Container Recycling Facilities Code** may not be carried out on the land.
Note: Despite the above provisions, if only part of a lot is subject to an exclusion or exemption under Clause 1.17A or Clause 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) Amendment (Commercial and Industrial Development and Other Matters) 2013*, complying development may be carried out on that part of the lot that is not affected by the exclusion or exemption.
The complying development may not be carried out on the land because of the following provisions of Clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the Policy.

The provisions of Clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 are not identified on the land. Complying development may be undertaken in accordance with the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 as amended.

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

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

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

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

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

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

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

For further information on complying development, please refer to the Department of Planning and Environment.

ITEM 5 – Exempt Development

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

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

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

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

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

Council does not have sufficient information to determine the extent to which exempt development may or may not be carried out.

ITEM 6 – Affected building notices and building product rectification orders

Whether the council is aware that –

The Council IS NOT aware of any affected building notice which is in force in respect of the land.

The Council is NOT aware of any building product rectification order which is in force in respect of the land and that has not been fully complied with.

The Council IS NOT aware of any notice of intention to make a building product rectification order being given in respect of the land and that is outstanding.

ITEM 7 - Land Reserved for Acquisition

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the

State, as referred to in the Act, section 3.15.

No environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the land provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

ITEM 8 – Road widening and road realignment

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

a) The land is NOT affected by road widening under Division 2 of Part 3 of the Roads Act 1993.

b) The land is NOT affected by road widening under any environmental planning instrument

c) The land is NOT affected by any road-widening or realignment under any resolution of the Council

d) The land is NOT affected by road-widening or realignment under a resolution of the Council

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

ITEM 9 – Flood related development controls

The land or part of the land IS within the flood planning area and subject to flood related development controls.

The land or part of the land IS between the flood planning area and the probable maximum flood and subject to flood related development controls.

The Maitland LEP 2011 identifies the flood planning level (FPL) as the level of a 1:100 ARI flood event plus 0.5m freeboard. The probable maximum flood has the same meaning as the Floodplain Development Manual.

Note in this section – ***flood planning area*** has the same meaning as in the Floodplain Development Manual. ***Floodplain Development Manual*** means the Floodplain Development Manual (ISBN 0 7347 5476 00) published by the NSW Government in April 2005. ***probable maximum flood*** has the same meaning as in Floodplain Development Manual

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

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

Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal

inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

All land within the Maitland Local Government Area has the potential to contain acid sulfate soils. Clause 7.1 of the Maitland Local Environmental Plan 2011 generally applies. Development consent is required where works described in the Table to this clause are proposed on land shown on the Maitland LEP 2011 Acid Sulfate Soils Map as being of the class specified for those works.

The Council has adopted by resolution a policy on contaminated land which may restrict the development of the land to which this certificate relates. This policy is implemented when zoning or land use changes are proposed on lands which:

- are considered to be contaminated; or
- which have previously been used for certain purposes; or
- which have previously been used for certain purposes but Council's records do not have sufficient information about previous use of the land to determine whether the land is contaminated; or
- have been remediated for a specific use.

Consideration of Council's adopted policy and the application of provisions under relevant State legislation is warranted.

Note in this section –
adopted policy means a policy adopted –

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

ITEM – 11 Bush fire prone land

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

The land is mapped as bushfire prone land and as such restrictions may apply to new development on this land.

Note – In accordance with the *Environmental Planning and Assessment Act 1979,* bush fire prone land, in relation to area, means land recorded for the time being as bush fire prone on a bush fire prone land map for the area. This mapping is subject to periodic review.

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

ITEM – 12 Loose-fill asbestos insulation

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

There are no premises on the subject land listed on the register.

ITEM – 13 Mine subsidence

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

The land has NOT been proclaimed to be within a Mine Subsidence District under the meaning of section 20 of the Coal Mine Subsidence Compensation Act 2017.

ITEM – 14 Paper subdivision information

There is no development plan that applies to the:

1) Land or that is proposed to be subject to a consent ballot
2) There is no subdivision order that applies to the land.

ITEM – 15 Property vegetation plans

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

The Council has not received any notification from Hunter Local Land Services that this land is affected by a property vegetation plan under Part 4 of the Native Vegetation Act 2003 (and that continues in force).

ITEM – 16 Biodiversity stewardship sites

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

The Council is not aware if the land is a biodiversity stewardship site under a biodiversity stewardship agreement under part 5 of the *Biodiversity Conservation Act 2016.*

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

ITEM 17 – Biodiversity certified land

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

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

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

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

Whether an order has been made under the Trees (Disputes Between

Neighbours) Act 2006 to carry out work in relation to a tree on the land, but only if the council has been notified or the order.

Council has NOT received notification from the Land and Environment Court of NSW that the land is affected by an Order under Trees – (Disputes Between Neighbours) Act 2006.

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

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

The owner (or any previous owner) of the land has NOT consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

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

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

ITEM 20 – Western Sydney Aerotropolis

The State Environmental Planning Policy (Precincts – Western Parkland City) 2021 does not apply to land within the Maitland City Council local government area.

ITEM 21 – Development consent conditions for seniors housing

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

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

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

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

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

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

If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2,

Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

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

Note - No Seniors Housing development consent conditions apply to this land.

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

Council is unaware if a Site Compatibility Certificate (Affordable Rental Housing) has been issued in accordance with State Environmental Planning Policy (Affordable Rental Housing) 2009.

ITEM 23 – Water or Sewerage services

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

Council does not hold any records as to whether water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006.

Note –

A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water

Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licenses necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

ITEM 24 – Special Entertainment Precincts

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

The land is NOT identified in a special entertainment precinct.

ITEM 25 – Interim Development in Future Infrastructure Corridors

If State Environmental Planning Policy (Transport and Infrastructure) 2021, section 4.7A applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section.

The land is NOT in a future infrastructure corridor identified as "Interim Use" on the *Interim Uses Map*.

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.

Contaminated Land

a) The land to which this certificate relates is NOT significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.

b) The land to which this certificate relates is NOT subject to a management order within the meaning of the Contaminated Land Management Act 1997.

c) The land to which this certificate relates is NOT the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.

d) The land to which this certificate relates is NOT the subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.

e) Council has NOT been provided with a site audit statement, within the meaning of the Contaminated Land Management Act 1997, for the land to which this Certificate relates.

Jeff Smith
General Manager