

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
<b>vendor's agent</b>	Capital One Real Estate Unit 3, 258 Wallarah Road, Kanwal, NSW 2259	<b>phone:</b> 02 4394 0003 <b>email:</b> adam@capitalone.com.au <b>ref:</b> Adam Todd - 0410 466 425
<b>co-agent</b>	Not Applicable	
<b>vendor</b>		
<b>vendor's solicitor</b>	RESCOMM Conveyancing Suite 1, 17 William Street Ryde NSW 2112	<b>phone:</b> 02 9497 5080 <b>email:</b> deanna@rescomm.com.au <b>ref:</b> SA:DG:250405
<b>date for completion</b>	42nd day after the date of this contract	(clause 15)
<b>land (address, plan details and title reference)</b>	24 FISHBURN CRES WATANOBBI NSW 2259 LOT 1036 DEPOSITED PLAN 800324 Folio Identifier 1036/800324	
<b>improvements</b>	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input checked="" type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Garden shed	
<b>attached copies</b>	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

<b>inclusions</b>	<input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input checked="" type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna <input type="checkbox"/> other:
<b>exclusions</b>	
<b>purchaser</b>	
<b>purchaser's solicitor</b>	
<b>price</b>	
<b>deposit</b>	
<b>balance</b>	(10% of the price, unless otherwise stated)
<b>contract date</b>	(if not stated, the date this contract was made)

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

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

**buyer's agent**

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

## SIGNING PAGE

VENDOR	PURCHASER
<p><b>Signed by</b></p>     <p>Khaza MD Adnan</p> <p>_____</p> <p>Vendor</p>     <p>Tahira Islam</p> <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p>     <p>_____</p> <p>Purchaser</p>     <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>     <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>	<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>     <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>

## Choices

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

PEXA

**Manual transaction** (clause 30)☒ NO ☐ yes

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

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

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an **GSTRW payment**☒ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1 property certificate for the land</li> <li><input checked="" type="checkbox"/> 2 plan of the land</li> <li><input type="checkbox"/> 3 unregistered plan of the land</li> <li><input type="checkbox"/> 4 plan of land to be subdivided</li> <li><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</li> <li><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</li> <li><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</li> <li><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</li> <li><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</li> <li><input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</li> <li><input type="checkbox"/> 11 <i>planning agreement</i></li> <li><input type="checkbox"/> 12 section 88G certificate (positive covenant)</li> <li><input type="checkbox"/> 13 survey report</li> <li><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></li> <li><input type="checkbox"/> 15 occupation certificate</li> <li><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</li> <li><input type="checkbox"/> 17 other document relevant to tenancies</li> <li><input type="checkbox"/> 18 licence benefiting the land</li> <li><input type="checkbox"/> 19 old system document</li> <li><input type="checkbox"/> 20 Crown purchase statement of account</li> <li><input type="checkbox"/> 21 building management statement</li> <li><input checked="" type="checkbox"/> 22 form of requisitions</li> <li><input type="checkbox"/> 23 <i>clearance certificate</i></li> <li><input type="checkbox"/> 24 land tax certificate</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> 33 property certificate for strata common property</li> <li><input type="checkbox"/> 34 plan creating strata common property</li> <li><input type="checkbox"/> 35 strata by-laws</li> <li><input type="checkbox"/> 36 strata development contract or statement</li> <li><input type="checkbox"/> 37 strata management statement</li> <li><input type="checkbox"/> 38 strata renewal proposal</li> <li><input type="checkbox"/> 39 strata renewal plan</li> <li><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</li> <li><input type="checkbox"/> 41 property certificate for neighbourhood property</li> <li><input type="checkbox"/> 42 plan creating neighbourhood property</li> <li><input type="checkbox"/> 43 neighbourhood development contract</li> <li><input type="checkbox"/> 44 neighbourhood management statement</li> <li><input type="checkbox"/> 45 property certificate for precinct property</li> <li><input type="checkbox"/> 46 plan creating precinct property</li> <li><input type="checkbox"/> 47 precinct development contract</li> <li><input type="checkbox"/> 48 precinct management statement</li> <li><input type="checkbox"/> 49 property certificate for community property</li> <li><input type="checkbox"/> 50 plan creating community property</li> <li><input type="checkbox"/> 51 community development contract</li> <li><input type="checkbox"/> 52 community management statement</li> <li><input type="checkbox"/> 53 document disclosing a change of by-laws</li> <li><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</li> <li><input type="checkbox"/> 55 document disclosing a change in boundaries</li> <li><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</li> <li><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</li> <li><input type="checkbox"/> 58 disclosure statement - off the plan contract</li> <li><input type="checkbox"/> 59 other document relevant to the off the plan contract</li> </ul>
<p><b>Home Building Act 1989</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 25 insurance certificate</li> <li><input type="checkbox"/> 26 brochure or warning</li> <li><input type="checkbox"/> 27 evidence of alternative indemnity cover</li> </ul> <p><b>Swimming Pools Act 1992</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 28 certificate of compliance</li> <li><input type="checkbox"/> 29 evidence of registration</li> <li><input type="checkbox"/> 30 relevant occupation certificate</li> <li><input type="checkbox"/> 31 certificate of non-compliance</li> <li><input type="checkbox"/> 32 detailed reasons of non-compliance</li> </ul>	<p><b>Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 60</li> </ul>

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

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



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

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

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

### 13 Goods and services tax (GST)

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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



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

## 24 Tenancies

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

24 FISHBURN CRES WATANOBBI NSW 2259

## WARNING

### SMOKE ALARMS

The owners of certain types of building 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 & 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.

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## ADDITIONAL CONDITIONS IN THE CONTRACT FOR SALE OF LAND

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### 33. Amendments to printed form

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The terms of the printed contract to which these additional conditions are annexed shall be read subject to the following. If there is conflict between these additional conditions and the printed contract, then these additional conditions shall prevail. The parties agree that should provision be held to the contrary to law, void or unenforceable, then such provision shall be severed from this contract and such remaining provisions shall remain in full force and effect.

The vendors do not warrant the accuracy or completeness of the documents attached to this contract and the purchaser may not make any objection, requisition, or claim for compensation, or delay completion or rescind or terminate this contract by reason of any matter disclosed in or omitted, or any inaccuracy or incompleteness of, any document annexed or exhibited to this contract.

- a) **Clause 5.2** – delete
- b) **Clause 7.1** – delete “that are not” and substitute “including”
- c) **Clause 7.1.1** – replace “5%” with “1%”
- d) **Clause 13.8** – delete
- e) **Clause 14.2.1** – delete
- f) **Clause 14.4.2** – delete
- g) **Clause 18.7** – delete
- h) **Clause 18** – amend by adding the following provision:
  - “18.8 the Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property”.
- i) **Clause 23.5.2** – amend by deleting the words “but is disclosed in this contract”
- j) **Clause 23.6** – delete
- k) **Clause 23.7** – delete.
- l) **Clause 23.9.1** – delete.

- m) **Clause 23.13** – delete.
- n) **Clause 23.14** – delete.
- o) **Clause 24.4.3** – amend by deleting the words “at least 2 business days”
- p) **Clause 30.7** – amend by deleting the words “but the vendor must pay the purchaser’s additional expenses, including any agency or mortgagee fee”
- q) **Clause 30.11** – delete

#### **34. Exclusion of Pre-Contractual Representations**

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- 34.1 This contract constitutes the entire agreement between the Vendor and the Purchaser relating to the sale of the property.
- 34.2 The parties have not entered into and are not bound by any other agreement apart from this contract.
- 34.3 The parties are not bound by any warranty, representation, agreement or implied term under the general law or imposed by legislation unless:
  - a) such warranty, representation, agreement or term is contained in the express terms of this contract; or
  - b) it is an implied term or warranty imposed by statute which is mandatory and cannot be excluded by the parties’ agreement.
- 34.4 The Purchaser acknowledges that the Purchaser, when entering into this contract, relied exclusively on the following matters independently of any statements, inducements or representation made by or on behalf of the Vendor (including by any estate agent acting on behalf of the Vendor):
  - a) the inspection of and investigations relating to the land made by or on behalf of the Purchaser;
  - b) the warranties and representations expressly contained in this contract;
  - c) the skill and judgement of the Purchaser, its consultants and representative; and
  - d) opinions or advice obtained by the Purchaser independently of the Vendor or of the Vendor’s agents or employees.

#### **35. Purchasers Acknowledgement**

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- 35.1 The Purchaser acknowledges that they are purchasing the property including the furnishings, finishes and chattels:
  - a) in their present state of repair and condition
  - b) subject to fair wear and tear
  - c) subject to all latent and patent defects
  - d) subject to any infestations and dilapidation
  - e) subject to all existing water, sewage, drainage and plumbing services and connections in respect of the property

- f) subject to any non-compliance with the Local Government Act or any Ordinance under that Act in respect of any building on the land

The Purchaser will make no objection, requisition or claim for compensation in respect of the state of repair or condition of the property.

- 35.2 It is agreed by the Purchaser that no reliance has been made upon any warranty or representation by the Vendor or any person on behalf of the Vendor except such as may be expressly provided herein, that this document constitutes the whole agreement between the parties and that the Purchaser has relied entirely upon the Purchaser's own enquiries relating to, and inspection of the property, all improvements thereon and the inclusions referred to in the particulars on the front page hereof. The Vendor is not responsible for any loss or mechanical breakdown in relation to the inclusions occurring after the Contract Date.
- 35.3 The purchaser shall not be entitled to require the Vendor to remove any/all hooks, nails and brackets from the walls and ceiling of the property nor shall the purchaser be entitled to require the Vendor to patch, cover, repair and/or repaint such surfaces following the removal of the Vendor's pictures, televisions and/or other hanging items.
- 35.4 The purchaser cannot make any requisition, objection or claim, nor delay settlement if at completion the Vendor has not maintained the lawns, plants or gardens or left any items on the property that do not hinder the full use and enjoyment of the property.
- 35.5 The Purchaser shall not make any objection, requisition, claims for compensation, delay settlement or request to withhold any monies from the Vendor or deposit should the Vendor's furniture, belongings, rubbish or any other items be placed in front of the property for removal by the Vendor or council clean up on or after the completion date. The vendor is deemed to have given the Purchaser vacant possession notwithstanding anything in this clause
- 35.6 Notwithstanding the provisions of clause 12.3, the Purchaser acknowledges that the Vendor is entitled to remain in the property until the time of settlement. The Purchaser further acknowledges that the property is not required to be vacant at the time of the Purchaser's final inspection.

Should the Purchaser delay settlement due to the vendor still being in possession of the property at the time of the Purchaser's final inspection or if the Vendor's belongings are still remaining in the property at the time of the Purchaser's final inspection, the Purchaser shall pay the Vendor a sum of \$220.00 on settlement.

The Purchaser acknowledges that such costs are a genuine pre-estimate of the Vendor's loss and it is an essential term of this contract that such payment must be made on or before settlement. The Vendor does not have to complete this contract without the said amount being paid by the Purchaser on or before completion.

### **36. Submission of Settlement Figures**

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The Purchaser or their Representative must submit settlement figures to the Vendor's Conveyancer at least four (4) business days before the completion date. In the event that the Purchaser or their Representative fails to submit the settlement figures in the time stipulated herein, the Purchaser shall pay to the Vendor the fee of \$330.00 to cover the additional costs of the Vendor's Conveyancer's fees arising from the delay in service of the settlement figures.



### **37. Death, Insolvency and Bankruptcy**

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- 37.1 Without affecting any other rights of either party, if the Purchaser (or any of them) is a company and prior to completion has a liquidator, provisional liquidator, receiver, receiver manager, administrator, voluntary administrator, controller or controlling manager of it appointed, the Purchaser will have defaulted in the observance of an essential term of this contract and the Vendor may terminate this contract in accordance with clause 9.
- 37.2 If the Vendor or Purchaser (or any of them) is a natural person and prior to completion dies, becomes mentally ill or becomes bankrupt, then either party may rescind the contract and clause 19 of the contract shall apply.

### **38. Completion**

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- 38.1 Completion of this matter shall take place on or before 5.00 pm within the time provided for the clause 15 herein.
- 38.2 Settlement of this matter shall take place via electronic settlement through Property Exchange Australia Ltd (PEXA). Should the purchaser serve a notice under clause 4.1.2, the provisions of clause 4.2 do not apply and the purchaser shall pay to the vendor an amount of \$550.00 on settlement, being additional costs incurred by the vendor as a consequence of settlement not occurring electronically. This sum is to be adjusted at settlement in favour of the vendor.

### **39. Late Completion**

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- 39.1 If the Purchaser shall not complete this purchase by the agreed completion date, without default by the Vendor, the Purchaser shall pay to the Vendor interest on the balance of the purchase price as from the date stipulated for completion in this Contract at the rate of 10% per annum up until and including the actual date of completion.
- 39.2 The sum of \$440.00 inclusive of GST is to be payable to the Vendor by the Purchaser to cover the legal cost and other expenses incurred by the Vendor as a consequence of the delay. The Purchaser must pay the costs of the Vendor's Conveyancer by way of an adjustment in favour of the Vendor on completion.
- 39.3 The Purchaser shall provide the Vendor with written notice three (3) business days prior to the proposed settlement date to rebook settlement.

The Purchaser acknowledges that such interest and costs for late completion are a genuine pre-estimate of the Vendor's loss and it is an essential term of this contract that such payment must be made on or before settlement. The Vendor does not have to complete this contract without the said interest and amount being paid by the Purchaser on or before completion.

### **40. Notice to Complete**

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- 40.1 If a party does not complete this contract on the completion date, the party not in default may, if it is ready, willing and able to complete, serve on the party in default a notice to complete, requiring the party in default to complete this contract within not less than 14 days of the date of service of the notice and making the last day for completion set out in the notice an essential date for completion. A notice to complete will be sufficient as to time if a period of 14 days from the date of the notice is allowed for completion.

- 40.2 The party serving a notice to complete may at any time withdraw the notice to complete by further notice to the party in default and at that party's option, issue a further notice to complete.
- 40.3 If the Vendor issues a notice to complete, the Purchaser will be liable for and must pay on demand an amount of \$550.00 inclusive of GST for the legal costs incurred by the Vendor in issuing the notice to complete. The Purchaser must pay the costs to the Vendor's Conveyancer by a separate settlement cheque at completion of this contract.

#### **41. Failed Settlement**

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The parties agree that if the settlement date and time is accepted within PEXA, the matter is booked.

If a settlement booking is subsequently altered, amended, cancelled, or rescheduled by the purchaser's representative, or if the Purchaser fails to complete settlement on the date for completion after appropriate arrangements have been made through no fault of the vendor, the sum of \$220.00 inclusive of GST for each re-scheduled settlement is payable to the Vendor. This shall be added to the balance payable on completion to cover legal costs and other expenses incurred by the Vendor as a consequence of rescheduling settlement, as a genuine pre-estimate of those additional expense. This is an essential term of the contract.

#### **42. Warranty about estate agent**

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The Purchaser warrants that it has not been introduced to the Vendor by any agent other than the Vendor's agent named on the first page of the contract. The purchaser indemnifies the Vendor against any proven claim made by any other agent, person, firm or company for commission as a result of a breach of this warranty. The provisions of the clause do not merge on completion.

#### **43. Release of deposit**

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Notwithstanding anything else herein contained, the deposit or any part of the deposit as the Vendor may require shall be released to the Vendor or as the Vendor may direct for the following purposes:

- 43.1 A deposit, stamp duty, the balance of the purchase monies on the purchase of real estate, deposit on a retirement village or the balance of purchase monies on a retirement village; rental bond, or rent either in their name or in the name of a related entity of which they are a Director; and

- 43.2 The balance of monies required to complete this settlement

Providing that such deposit is held within a trust account of a real estate agent, solicitor or licensed conveyancer or paid to the office of state revenue. The execution of this contract shall be a full and irrevocable authority to the stakeholder named herein to release such deposit.

#### **44. Payment of deposit by instalments**

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- 44.1 In the event that the Vendor agrees for the deposit to be paid by instalments the deposit shall be paid as follows:

- 44.1.1 as to the amount of 5% of the purchase price on the date hereof ("the initial instalment"); and

- 44.1.2 as to the further amount of 5% of the purchase price (being the balance of the 10% of the purchase price) on the earlier of the completion date or the date of the Purchaser's default in accordance with clause 9 herein.

#### **45. Payment of deposit by way of deposit bond**

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45.1 The parties agree that:

- 45.1.1 the Purchaser has, at exchange, provided the Vendor with a deposit guarantee ("guarantee") in the amount of 10% of the purchase price; and
- 45.1.2 the guarantee will be dealt with as if it were a cash deposit under the contract, and the Vendor is entitled to immediately draw upon the guarantee in any circumstances where the Vendor is entitled to the deposit; and
- 45.1.3 at settlement the Purchaser must pay to the Vendor in addition to all other monies payable under this contract, the full purchase price (less any deposit held by the agent or depositholder) and the Vendor will return the original guarantee to the Purchaser on completion.

#### **46. Deposit Holder**

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The Vendor and Purchaser agree that in the event there is no intervening agent named on the contract, or the agent named does not hold a valid trust account, the deposit shall be deposited into the RESCOMM Conveyancing Trust Account which is a non-interest bearing account. The Purchaser agrees that an amount of \$330.00 will be allowed as an adjustment in favour of the Vendor at settlement.

#### **47. Possession prior to completion**

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- 47.1 The Purchaser shall pay a fee of \$        per week. This amount is to be adjusted on settlement.
- 47.2 The Purchaser will supply to the Vendor or their Conveyancer a Certificate of Insurance for the subject property.
- 47.3 The access hereby granted may be terminated at the will of either party by such party giving to the other party seven (7) days' notice in writing to that effect.
- 47.4 The date for the adjustments contemplated in clause 14 thereof shall be the date in which the Purchaser takes possession off the premises hereunder and not the date of completion.
- 47.5 The date under which possession is to be given as referred to in clause 18 shall be the date on which the Purchaser takes possession of the premises.
- 47.6 The Purchaser under the said Contract of Sale of Land shall make no objection, requisition or claim for compensation in respect of the state of repair or want of repair or any defect whether patent or latent in or about the premises.
- 47.7 Entry to the premises by the Purchaser and their invitees is solely at the risk of the Purchasers.
- 47.8 No structural or unauthorised work or activity is to be conducted at the premises.

- 47.9 The Purchaser covenants and agrees that until completion of the aforesaid Contract of Sale of Land he/she will pay for all gas and electricity consumed at the premises after the date upon which he/she takes possession and pay for all telephone calls and rental of telephone equipment in connection with the telephone service connected to the premises.

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**48. Corporate Purchaser**

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If the Purchaser(s) is a corporation the Purchaser(s) will produce a personal guarantee from the directors of the corporation to guarantee the due performance of the Purchaser(s) obligation under the Contract. Failure by the Purchaser(s) to comply with this clause shall constitute a breach of an essential term entitling the Vendor(s) to terminate the contract.

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**49. Swimming Pool Compliance**

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In accordance with the Swimming Pools Act 1992 the following shall apply:

- a) A copy of the valid Certificate of Compliance or relevant Occupation Certificate is attached; or
- b) A valid Certificate of Non-compliance is attached to the said contract. In which case the Vendor transfers the obligation to obtain a Certificate of Compliance to the Purchaser. In accordance with the act, the Purchaser will have 90 days from the date of settlement to rectify defects listed in the Certificate of Non-compliance and obtain a Certificate of Compliance.

The Purchaser shall not make any claim or requisition against the Vendor in this regard.

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**50. Extension of cooling off period**

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In the event that this Contract is subject to a cooling-off period and the Purchaser applies for and is granted an extension to the cooling-off period by the Vendor, then in such event the sum of \$220.00 inclusive of GST to cover legal costs and expenses incurred by the Vendor is a consequence of the extension to the cooling-off period shall be payable by the Purchaser as an adjustment to the Vendor on completion.

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**51. Service of documents**

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Service of any notice or document under or relating to this Agreement may be affected and shall be sufficient service on a party and that party's solicitor if:

- a) Addressed to that party or that party's solicitor at the respective addresses set out in this Agreement and posted by ordinary pre-paid post and such notice or document shall be deemed to have been received by that party or that party's solicitor on the second business day following the date of posting.
- b) The notice or document is sent by email and in any such case shall be deemed to be duly given or made on the same business day that it is sent by email if it is sent before 5.00 pm; and on the next business day if it sent by email on or after 5.00 pm.

The Purchaser cannot make any requisition, claim or objection, nor can it delay completion, rescind or terminate by reason of the disclosure contained in this clause.

## **52. Foreign Resident Capital Gains Withholding Tax**

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This clause only applies when the sale is not an excluded transaction that falls within the meaning of S14-215 of Schedule 1 of Taxation Administration Act 1953.

- a) Clearance certificate means a certificate within the meaning of s14-220 of Schedule 1 to the Taxation Administration Act 1953, that covers one or more days falling within the period from and including the contract date to completion;
- b) If the Vendor does not provide a clearance certificate within 14 days from the date of the contract, then the Purchaser shall put in writing and request the Vendor to provide the clearance certificate no later than 14 days prior to the completion. If the Vendor does not provide 7 days prior to the completion date, then the Purchaser can lodge with ATO for Purchaser Payment Notification. On completion, the Purchaser can request a payment cheque in the required amount payable to the Deputy Commissioner of Taxation ("ATO cheque").
- c) For avoidance of doubt, the above clauses do not apply if the Vendor can provide the clearance certificate to the Purchaser on or prior to the completion. It shall be the Purchaser's obligation of withdrawing the Purchase Payment Notification from ATO.

## **53. Section 184/Section 26 Certificate**

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- 53.1 The Purchaser shall be responsible for applying to the holder of the Strata or Community Title records for the Section 184 certificate under the Strata Schemes Management Act 1996 or for the section 26 certificate under the Community Land Management Act 1989. The Purchaser shall not be entitled to delay completion or make any requisition or objection arising from the Purchaser's failure to apply for the said certificate.
- 53.2 The Vendor hereby authorises the Purchaser to apply for the section 184 certificate under the Strata Schemes Management Act 1996 or for the section 26 certificate under the Community Land Management Act 1989 in relation to the Lot and the Purchaser undertakes to provide a copy of the said Certificate to the Vendor at least 7 days prior to completion.

## **54. Vacant Possession/Tenancy**

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- 54.1 In the event that the subject property is sold subject to vacant possession and the vendor/tenant is currently residing in the subject property and is unable to vacate on the due date, the purchaser agrees to give the vendor/tenant an extra 21 days after the completion date to vacate the subject property and that a notice to complete cannot be served on the vendor or their representative prior to the expiry of the said 21 days; or
- 54.2 In the event that the subject property is sold subject to vacant possession and there is a residential tenancy agreement annexed to the contract, the purchaser agrees and acknowledges the following:
  - a) At the purchaser's request, the agent or the vendor's representative will only give notice to the tenants after the expiry of the cooling-off period and once the agreed deposit amount has been paid to the agent or the vendor's representative's trust account.
  - b) The tenant will be given at least 35 days to vacate the subject property after the expiry of the cooling-off period.
  - c) The purchaser or their representative cannot service the vendor with a notice to complete on or before the expiry date of the notice to the tenants.

54.3 If the property is sold subject to any existing tenancies, the purchaser agrees and acknowledges the following:

- a) The vendor does not warrant that the tenants will continue to remain in the property following completion.
- b) If the lease has expired and the purchaser requires vacant possession, the purchaser must inform the vendor's representative that they require vacant possession within 3 days after the date of exchange.
- c) The purchaser cannot make any claim, objection, requisition, rescind or terminate the contract or delay completion if the vendor is unable to provide the purchaser with vacant possession on completion as stipulated in this contract for sale.

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**55. Sewer Service Diagram**

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55.1 The purchaser acknowledges that a drainage diagram for the land from the appropriate sewerage authority may not be available from that authority in the ordinary course of administration.

55.2 The purchaser shall make no objections, requisitions or claim for compensation notwithstanding any other clause in this contract or right of law or in equity to the contrary regarding the fact that a sewer diagram is not available.

55.3 The purchaser hereby released the vendor from any and all obligations to supply or make available a sewer diagram for the property.

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**56. Amendments to the EP&A Regulation**

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The purchaser and vendor agree that the Environmental Planning & Assessment Regulation 2000 has been repealed and that the section 10.7(2) Certificate attached to this Contract may now be inaccurate. As at the date of this Contract, the purchaser is unable to make a claim for compensation, rescind or terminate this contract in relation to anything contained within this clause or the attached 10.7(2) certificate. This clause shall not merge on completion.

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**57. Lodgement of Caveat or Priority Notice by Purchaser**

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The purchaser must not at any time prior to completion, register a Caveat or Priority Notice on any of the certificates of title.

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**58. Requisitions**

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The purchaser agrees that the only form of requisitions on title that the purchaser may make under clause 5 shall be in the form of the Requisitions attached to this Contract. The purchaser is deemed to have made the Requisitions and the vendor is deemed to have made the Replies. Nothing in this clause prevents the vendor from amending the Standard Replies prior to completion.

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**59. Contract Execution**

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The parties acknowledge and agree that the execution of this contract by the Vendor may be effected by way of email or photocopy signatures. The parties agree that they shall not make a requisition, objection or claim, nor any right to terminate or rescind this contract, or delay completion due to the Vendor's execution of the contract.

## **60. Confidentiality**

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- 60.1 The purchaser acknowledges that this contract and all information relating to or incidental to this contract supplied to or obtained by the purchaser is confidential.
- 60.2 The purchaser will take all reasonable steps to ensure that the purchaser, its employees, advisers and agents do not disclose the contents of any part of the contract or any information relating to or incidental to this contract to any person or body corporate without the prior written consent of the vendor (or otherwise as required by law).
- 60.3 This clause does not prohibit the purchaser disclosing the contents or any part of this contract or any other information to its financiers or other professional advisers, provided that they acknowledge that this contract and all information relating to or incidental to this contract is confidential.
- 60.4 This clause will not merge on completion.

## **61. Contamination**

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The purchaser accepts the property in its present condition and state of repair and latent or patent defects including any contamination by any hazardous substances. The Purchaser will make no objection or claim for compensation nor have any right of rescission or termination arising from the existence of any contaminants in or on the property. The Purchaser is responsible to rely on their own enquires with regard to the condition of the premises. The purchaser indemnifies the vendor from all claims, losses and damages that may occur due to the presence of any contaminants in or on the property.

## **62. Payment of Land Tax on completion**

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The vendor may elect to pay any outstanding land tax on completion. The parties acknowledge that the requirement of standard Clause 16.4 shall be deemed to have been satisfied if the vendor includes in the payment directions a payment to Revenue NSW for the amount of outstanding land tax payable and the vendor shall not be required to provide a cleared land tax certificate. The purchaser shall not make any objection, requisition, claim, delay completion or withhold any amount in relation to this special condition. This special condition will not merge on completion.

## **63. Unfair Contract Terms**

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- 63.1 The Purchaser acknowledges that they have had the opportunity to:
- a) negotiate the terms of this Contract with the Vendor prior to the Contract Date; and
  - b) raise any issues of concern to the Vendor prior to the Contract Date.
- 63.2 The parties acknowledge that the terms in this Contract are reasonably necessary to protect the legitimate interests of the Vendor.
- 63.3 If any part of this Contract is deemed to be an unfair term and/or void for the purpose of the Australian Consumer Law, then that part will be severed from this Contract and all parts which are not deemed to be an unfair term and/or void for the purpose of the legislation remain in effect.



**64. Extensions of time due to Christmas Closures**

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- a) In the event that this Contract is due to complete on any date between Tuesday, 23 December 2025 and Friday, 9 January 2026 (both dates inclusive) then it shall be deemed to take place on Monday, 12 January 2026.
- b) For the purpose of this Contract, any other notice or time limit for the doing of any act or compliance with any obligation (*excluding the time limits set out above in (a) including, but not limited to, the completion date*) by either party which expires or falls due on any date between Tuesday, 23 December 2025 and Friday, 9 January 2026 (both dates inclusive) then it shall be deemed to expire at 5.00 pm on Monday, 12 January 2026.

**65. Building Works – No Council Approval**

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The Vendor discloses that the ensuite and laundry were built in 2022 by the previous owner without council approval. The Purchaser hereby agrees that they have made all necessary enquiries and agree not to make any claim, requisition, rescind or terminate in respect of any building works.





## Guarantee

### **Guarantee for corporate purchaser**

In consideration of the Vendor contracting with the corporate purchaser \_\_\_\_\_ (the guarantors), as is evidenced by the guarantor's execution hereof, guarantee the performance by the Purchaser of all the Purchaser's obligation under the contract and indemnify the Vendor against any cost or loss whatsoever arising as a result of the default by the Purchaser in performing its obligations under this contract for whatever reason. The Vendor may seek to recover any loss from the guarantor before seeking recovery from the Purchaser and any settlement or compromise with the Purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the Vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the Vendor.

**SIGNED by**

The guarantors in the presence of:

)

)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

## Conditions of Sale by Auction

If the property is or is intended to be sold at auction:

Bidders record means the bidders record to be kept pursuant to clause 18 of the Property, Stock and Business Agents Regulation 2003 and section 68 of the Property, Stock and Business Agents Act 2002:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
  - a) The principal's reserve price must be given in writing to the auctioneer before the auction commences;
  - b) A bid for the Vendor(s) cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the Vendor(s);
  - c) The highest bidder is the Purchaser(s), subject to any reserve price;
  - d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
  - e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the Vendor(s);
  - f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
  - g) A bid cannot be made or accepted after the fall of the hammer; and
  - h) As soon as practicable after the fall of the hammer the Purchaser(s) is to sign the agreement (if any) for sale.
2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
  - b) Subject to subclause 2A, the auctioneer may make only one Vendor(s) bid at an auction for the sale of residential property or rural land and no other Vendor(s) may be made by the auctioneer or any other person; and
  - c) Immediately before making a Vendor(s) bid the auctioneer must announce that the bid is made on behalf of the Vendor(s) or announces 'Vendor(s) bid'.
- 2A. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a Vendor(s) as executor or administrator:
  - a) More than one Vendor(s) bid may be made to purchase interest of co-owner;
  - b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
  - c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the Vendor(s); and
  - d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
3. The following condition, in addition to those prescribed by subclause 1, is prescribed as applicable to and in respect of the sale by auction of livestock. The Purchaser(s) of livestock

must pay the stock and station agent who conducted the auction, or under whose immediate and direct supervision the auction was conducted, or the Vendor(s) full amount of the purchase price:

- a) If that amount can reasonably be determined immediately after fall of hammer – before the close of the next business day following the auction; or
- b) If that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount, unless some other time for payment is specified in a written agreement between the Purchaser(s) and the agent or the Purchaser(s) and the Vendor(s) made before the fall of the hammer.





FOLIO: 1036/800324

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SEARCH DATE	TIME	EDITION NO	DATE
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1/10/2025	11:42 AM	9	24/4/2024

LAND

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LOT 1036 IN DEPOSITED PLAN 800324

AT WYONG

LOCAL GOVERNMENT AREA CENTRAL COAST

PARISH OF MUNMORAH COUNTY OF NORTHUMBERLAND

TITLE DIAGRAM DP800324

FIRST SCHEDULE

-----

TAHIRA ISLAM

KHAZA MD ADNAN

AS JOINT TENANTS

(T AU10991)

SECOND SCHEDULE (5 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 F531382 LAND EXCLUDES MINERALS
- 3 EASEMENT(S) APPURTENANT TO THE LAND ABOVE DESCRIBED CREATED BY:  
DP557128 RIGHT OF CARRIAGEWAY  
DP794070 TO DRAIN WATER 1, 2 WIDE AND VARIABLE WIDTH  
DP794070 TO DRAIN WATER 5 WIDE
- 4 DP800324 RESTRICTION(S) ON THE USE OF LAND
- 5 AU10992 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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

250405...

PRINTED ON 1/10/2025

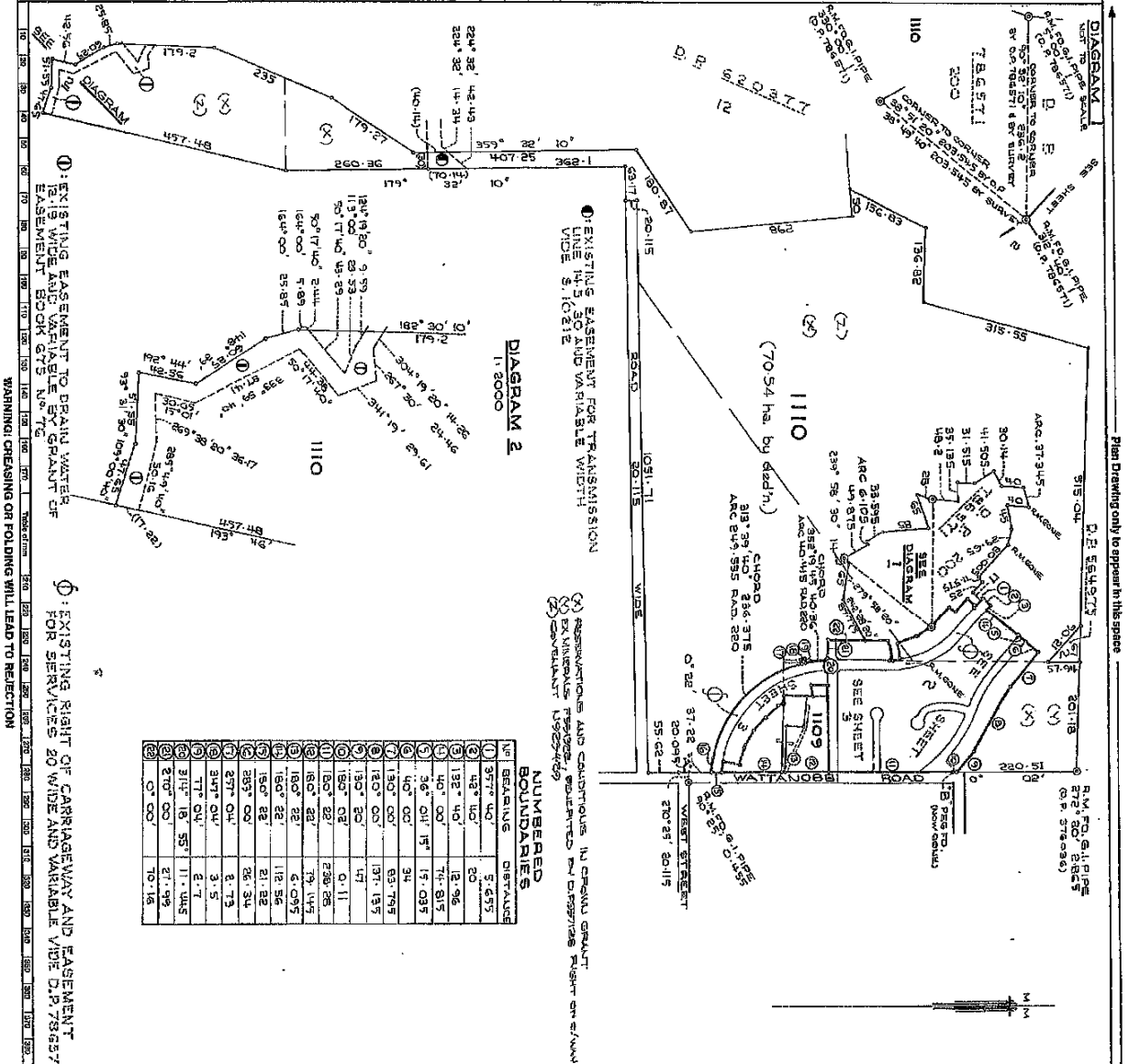


## PLAN FORM 2

SIGNATURE AND SEAL ONLY:  
I, IAN HAROLD MATTHEWS AS  
DELEGATE OF THE NEW SOUTH  
WALES LAND AND HOUSING  
CORPORATION HEREBY REVOKES  
OF SUCH OF SECTION 1  
OF THE SUBDIVISION OF  
LAND ACT 1988 AS MAY  
APPLY TO THE SUBDIVISION  
OF LOT 201 IN D.P. 786571

*[Signature]*

DIAGRAM 1  
1:0000



OFFICE USE ONLY

DP 800324

Registered: 22-1-1990

Title System: TORRENS

Purpose: SUBDIVISION

Rel. Map: U3612-1, 2 & 4

Lot: D.P. 786571

PLAN OF SUBDIVISION OF LOT 201 IN D.P. 786571

Locality: WYONG

Parish: MUMMORAH

County: NORTHUMBERLAND

This is Sheet 1 of 3 of any plan in 3 sheets.

Order of Inspection:

JOHN F. CASBURY

REGISTERED SURVEYOR

100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

3

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

EXISTING RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 20' WIDE AND VARIABLE WIDE (R. 78.6571)

- EASEMENT TO DRAIN WATER 1.5' WIDE
- EASEMENT TO DRAIN WATER VARIABLE WIDTH
- EXISTING RIGHT OF CARRIAGEWAY 20' WIDE
- EXISTING VARIABLE WIDE (R. 78.6571)

DP 800324

Registered: 22-1-1992

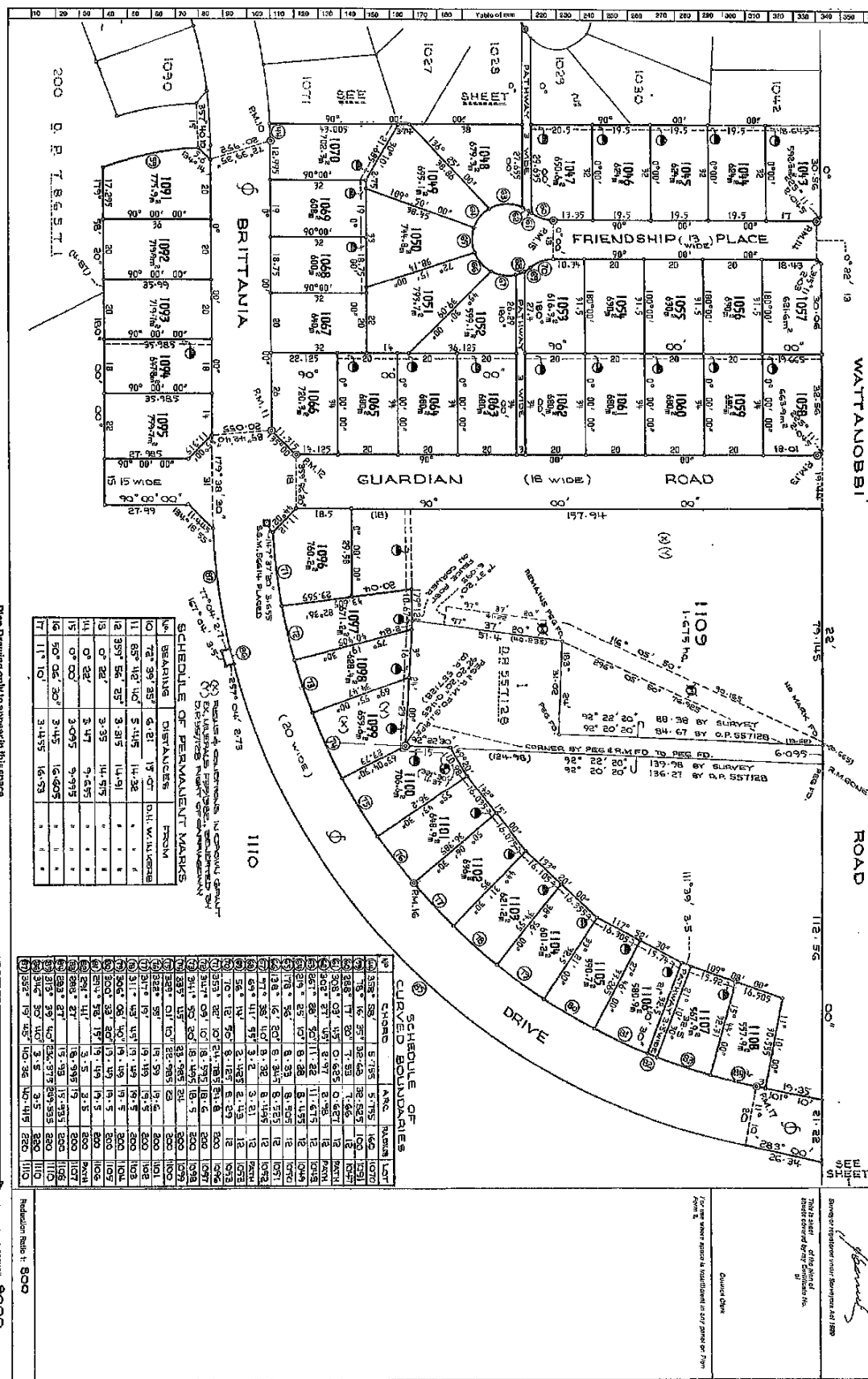
Plan is shown in 3 or more parts

Drawn by: [Signature]

Check of registration under Stamp Act 1899

Drawn by: [Signature]

Check of registration under Stamp Act 1899



AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 23rd April, 1991

Reduction ratio: 1: 800

PLAN AMENDED IN L.T.O. AT SURVEYOR'S REQUEST



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE OF LAND  
INTENDED TO BE CREATED PURSUANT TO SECTION 83B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

Sheet 1 of 4 Sheets

**PART 1**

**PLAN: DP800324**

Plan of Subdivision of  
Lot 201 in DP 786571

**FULL NAME AND ADDRESS OF PROPRIETOR  
OF THE LAND:**

New South Wales Land and  
Housing Corporation, 21-  
31 Moore Street, Liverpool  
2170

**1. Identify of easement (directly referred  
to in above-mentioned plan):**

**SCHEME OF LOTS AFFECTED**

**Lots Burdened**

Lots of Name of Authority  
Benefited

1024	1032	1031
1033		1031 and 1032
1034		1031, 1032 and 1033
1035		1031, 1032, 1033 and 1034
1043		1042, 1043, 1045, 1047 and 1048
1044		1042, 1045, 1047 and 1048
1045		1042, 1047 and 1048
1046		1042 and 1048
1047		1048
1048		1048
1059		1059, 1069, 1061, 1062, 1063, 1064, 1065 and 1066
1060		1060, 1061, 1062, 1063, 1064, 1065 and 1066
1061		1061, 1062, 1063, 1064, 1065 and 1066
1062		1062, 1063, 1064, 1065 and 1066
1063		1063, 1064, 1065 and 1066
1064		1064, 1065 and 1066
1065		1065 and 1066
1068		1068
1069		1067 and 1068
1070		1067, 1068 and 1069
1071		1067, 1068, 1069 and 1070
1072		1067, 1068, 1069, 1070, 1071 and 1072
1073		1067, 1068, 1069, 1070, 1071 and 1072
1074		1072 and 1073

REGISTERED



22-1-1990

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE OF LAND  
INTENDED TO BE CREATED PURSUANT TO SECTION 83B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

Sheet 2 of 4 Sheets

**DP800324**

**PART 1**

**Lots Burdened**

**Lots Benefited**

1075	1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074 and 1075
1076	1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074 and 1075
1077	1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074 and 1075
1078	1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076 and 1077
1079	1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076 and 1077
1080	1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076 and 1077
1081	1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076 and 1077
1082	1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076 and 1077
1083	1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076 and 1077
1094	1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076 and 1077
1097	1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076 and 1077

1098	1099, 1108, 1101, 1102, 1103, 1104, 1105, 1106, 1107 and 1108
1099	1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107 and 1108
1100	1101, 1102, 1103, 1104, 1105, 1106, 1107 and 1108
1101	1102, 1103, 1104, 1105, 1106, 1107 and 1108
1102	1103, 1104, 1105, 1106, 1107 and 1108
1103	1104, 1105, 1106, 1107 and 1108
1104	1105, 1106, 1107 and 1108
1105	1106, 1107 and 1108
1106	1107 and 1108
1107	1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107 and 1108

**2. Identify of easement secondly referred  
to in above-mentioned plan:**

Easement to drain water variable  
width

**Lots Burdened**

**Lots Benefited**

1100	1101, 1102, 1103, 1104, 1105, 1106, 1107 and 1108
------	--

REGISTERED



22-1-1990

10 20 30 40 50 60 70 Table of mm 110 120 130 140

This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day 24th January, 1990









SEP 13 11 24 1951

R.P. 13.

New South



531382

# MEMORANDUM TRANSFER

(REAL PROPERTY)

H38513

FEES:—  
Lodgment 1—  
Endorsement 10—  
Certificate 10—  
Plan 10—  
Total 30—  
13 9 51

I, WYONG INVESTMENTS PTY. LIMITED

with consent of judge

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of two hundred and seventy one pounds

(£271. 0. 0) (the receipt whereof is hereby acknowledged) paid to it by

WILLIAM

AMOS WAND of Broadmeadow, Railway Employee,

(herein called transferee)

do hereby transfer to the said transferee

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title (c)			Description of Land (If part only). (d)
		Whole or Part.	Vol.	Fr.	
Northumberland	Munmorah	part	4187	24	that part shown in the plan annexed hereto and marked "A".

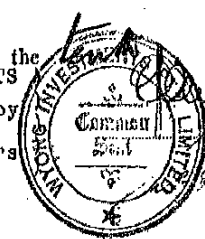
And the transferor covenants with the transferee, excepting and reserving unto the transferor its successors and assigns all mines veins and seams of coal and other mines and minerals of every description lying within or under the land above described or any part or parts thereof respectively with full liberty power and authority for the said transferor its successors and assigns and its or their lessees agents workmen and every or any other person or persons by its or their order or permission at any time or times and from time to time to search for get win take cart and carry away the said excepted mines and minerals or any of them or any part or parts thereof and to do all things necessary for effectuating all or any of the purposes aforesaid but without entering upon the surface of the said land or any part thereof and so as not to disturb the said surface or any part thereof by or in consequence of underground working.

## ENCUMBRANCES, &c., REFERRED TO.

Reservations contained in the relative Crown Grant.

PLAN FILED IN  
PLAN ROOM AS F.P.  
376036

Signed at *Myong*  
The COMMON SEAL OF WYONG INVESTMENTS  
PTY. LIMITED was hereunto affixed by  
authority of the Board of Directors  
in the presence of:—



day of *August* 1951

*X Transferor.*

Directors.

Signed *Chapman*  
Secretary

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Signed in my presence by the transferee  
AMOS WILLIAM WAND  
WHO IS PERSONALLY KNOWN TO ME

*Amos William Wand*  
*John W. W. W.*

*Amos William Wand*  
Transferee(s).

\* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† R.P.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

No. **F531382**

LODGED BY **AUBREY A. BROWN**  
SOLICITOR  
WYONG

**CONSENT OF MORTGAGEE.**  
(N.B.—Before execution read marginal note.)

**THE COMMERCIAL BANK OF AUSTRALIA LIMITED** mortgagee under Mortgage No. **D920151**  
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at Sydney the **Thirty First day of August 19 51**  
Signed in my presence by **SYDNEY REDDROP**

AS THE ONLY CONSTITUTED ATTORNEY OF THE  
COMMERCIAL BANK OF AUSTRALIA LIMITED

**THE COMMERCIAL BANK OF AUSTRALIA LIMITED**

By its Attorney

**S. Reddrop**

Mortgagee.

who is personally known to me

**S. Reddrop**

**MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.**

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. **40448** Miscellaneous Register under the authority of which he has executed the within instrument above written instrument

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

Signed at Sydney the **Thirty First day of August 19 51**

Signed in the presence of

**S. Reddrop**

**S. Reddrop**

**CERTIFICATE OF J.P. &c., TAKING DECLARATION OF ATTESTING WITNESS.\***

Appeared before me at the day of one thousand nine hundred and **thirty one** and declared that he personally knew signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

\* To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HERewith
<b>10</b>	<b>AVING GULF</b>	To be filled in by person lodging dealing.
Checked by	Particulars entered in Register Book, Volume <b>4187</b> Folio <b>24</b>	<b>Plan</b>
Passed (in S.D.B.) by	<b>21st day of December 1951</b>	<b>100</b>
Signed by	<b>J. Wells</b> Registrar-General	

**PROGRESS RECORD.**

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engravers		
Cancellation Clerk		

Vol. **6467** Fol. **160**

**EXECUTION OUTSIDE NEW SOUTH WALES.**  
If the parties be resident without the State, but in any other part of the British Empire, the instrument must be signed or acknowledged before the Registrar-General or Recorder of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.  
If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation as a Notary Public.  
If resident at any foreign place, then the parties should sign or acknowledge before the British Minister, Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or other person as the said Chief Justice may appoint.  
The fees are:—Upon lodgment (a) 1/-, if accompanied by the relevant title or copy of production thereof, (b) 1/- 5/- otherwise. This fee includes endorsement on the first Certificate of Transfer. In addition the following fees are payable:—(a) 5/- for each additional Certificate of Transfer, (b) 1/- 5/- for each new Certificate of Title issued, (c) 5/- where the Transfer Certificate is made together with an easement or expressed to run with the land, (d) 1/- where the Transfer Certificate is made together with an easement or expressed to run with the land, (e) 1/- for each additional folio where the Certificate exceeds ten folios, (f) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.  
Tenants in common must receive separate Certificates.  
If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the whole if desired.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

ORIGINAL

Municipality/Shire of WYONG.

# Certificate of New Road or Subdivision

LOCAL GOVERNMENT ACT, 1919, SEC. 327, ORDINANCE No. 34, FORM 1.

Certificate No. 413.

COUNCIL CHAMBERS,

WYONG,

9th August, 19 51.

APPLICANT

(Name) WYONG INVESTMENTS PTY. LTD.

(Surname First)

(Address) 16 Allison Road,

WYONG.

OWNER

(Name) WYONG INVESTMENTS PTY. LTD.

(Address) 16 Allison Road,

WYONG.

NEW ROAD (Particulars)

SUBDIVISION (Particulars) Part of Portion 52, Parish of Murreah,

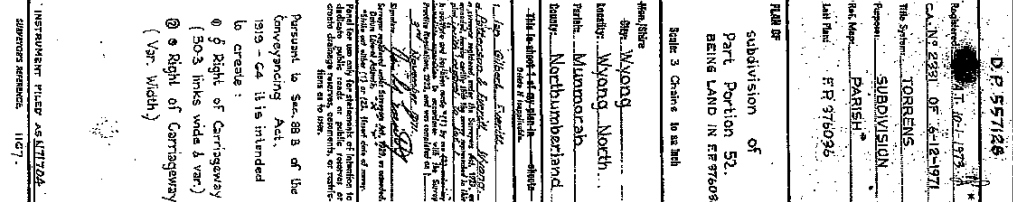
County of Northumberland.

CERTIFICATE

I hereby certify that the requirements of the Local Government Act 1919, (other than the requirements for the registration of plans) have been complied with by the above-named applicant in relation to the proposed Subdivision above described  
(Insert New Road or Sub-division)  
and more particularly set out in the accompanying plan ~~bearing the Council's seal~~ and marked  
"Covered by Council Clerk's Certificate No. 413 of 9/8/51 "

  
Council Shire Clerk

DP557128 \* OFFICE USE ONLY



Jordan

1. Background  
 2. Summary of the Case  
 3. Analysis of the Case  
 4. Conclusion  
 5. Recommendations  
 6. References  
 7. Appendix  
 8. Index  
 9. Table of Contents  
 10. Table of Authorities  
 11. Table of Cases  
 12. Table of Statutes  
 13. Table of Regulations  
 14. Table of Other Authorities  
 15. Table of Abbreviations  
 16. Table of Symbols  
 17. Table of Footnotes  
 18. Table of Endnotes  
 19. Table of References  
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 100. Table of References

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

DP 153125		REC'D	
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FBI - NEW YORK		FBI - NEW YORK	
DATE		DATE	
TIME		TIME	
BY		BY	
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36	4:25	36	4:25
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39	4:46	39	4:46
40	4:53	40	4:53
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81	9:40	81	9:40
82	9:47	82	9:47
83	9:54	83	9:54
84	10:01	84	10:01
85	10:08	85	10:08
86	10:15	86	10:15
87	10:22	87	10:22
88	10:29	88	10:29
89	10:36	89	10:36
90	10:43	90	10:43

N071704

INSTRUMENT SERVING OUT NOTICE OF PENDING AND RESERVATIONS  
AS TO USER INTERESTS IN LANDS AND AS TO SECTION 38B  
OF THE CONVEYANCES ACT, 1919

PART 1

(Sheet 1 of 2 Sheets)

Plan: D.P.  
DP557128

Full name and address  
of proprietor of the  
land:  
Full name and address  
of person or persons  
in possession of the  
land:  
1. Identity of agreement  
or reservation referred  
to in above  
mentioned plan

Subdivision covered by Council  
Clerk's Certificate No. 2351  
of 6/12/71  
Nauru Deans Pty. Limited of  
Johns Road, Wyang.  
Bank of New South Wales, Wyang.  
Right of carriageway 30.3 licks  
and varying width.

SCHEDULE OF LOTS REFERRED

Lot burdened  
Lot 2

Lot benefited  
Lot 1

2. Identity of agreement  
or reservation referred  
to in above  
mentioned plan

Right of carriageway of variable  
width.

SCHEDULE OF LOTS REFERRED

Lot burdened  
Lot 1

Lot benefited  
Lot 2

PART 2.

1. Terms of agreement for Right of Carriageway 30.3 feet and  
varying width firstly referred to in the above mentioned  
Plan.  
Full and free right to the use of carriageway over Lot 2,  
as shown in the above mentioned plan.

2. Terms of agreement for Right of Carriageway of a variable  
width secondly referred to in the above mentioned plan.  
Full and free right to the use of carriageway over Lot 2,  
as shown in the above mentioned plan.



*Handwritten signature*

*Handwritten signature*  
*C. Dobell*

AMENDMENTS AND/OR ADDITIONS MADE ON  
PLAN IN THE LAND TITLES OFFICE.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day 22nd May, 1986



DP557128

Sheet -2- of 2 Sheets

Subdivision covered by  
Council Clerk's Certificate  
No. 2351 of 6/12/71

3. Name of party empowered to release, vary or modify  
restriction referred to in above mentioned plan.  
The registered proprietor, his successors, executors  
and assigns of law. By law benefit.

The Common Seal of Nauru Deans Pty. Limited  
has hereunto affixed by resolution of the  
Directors in the presence of:

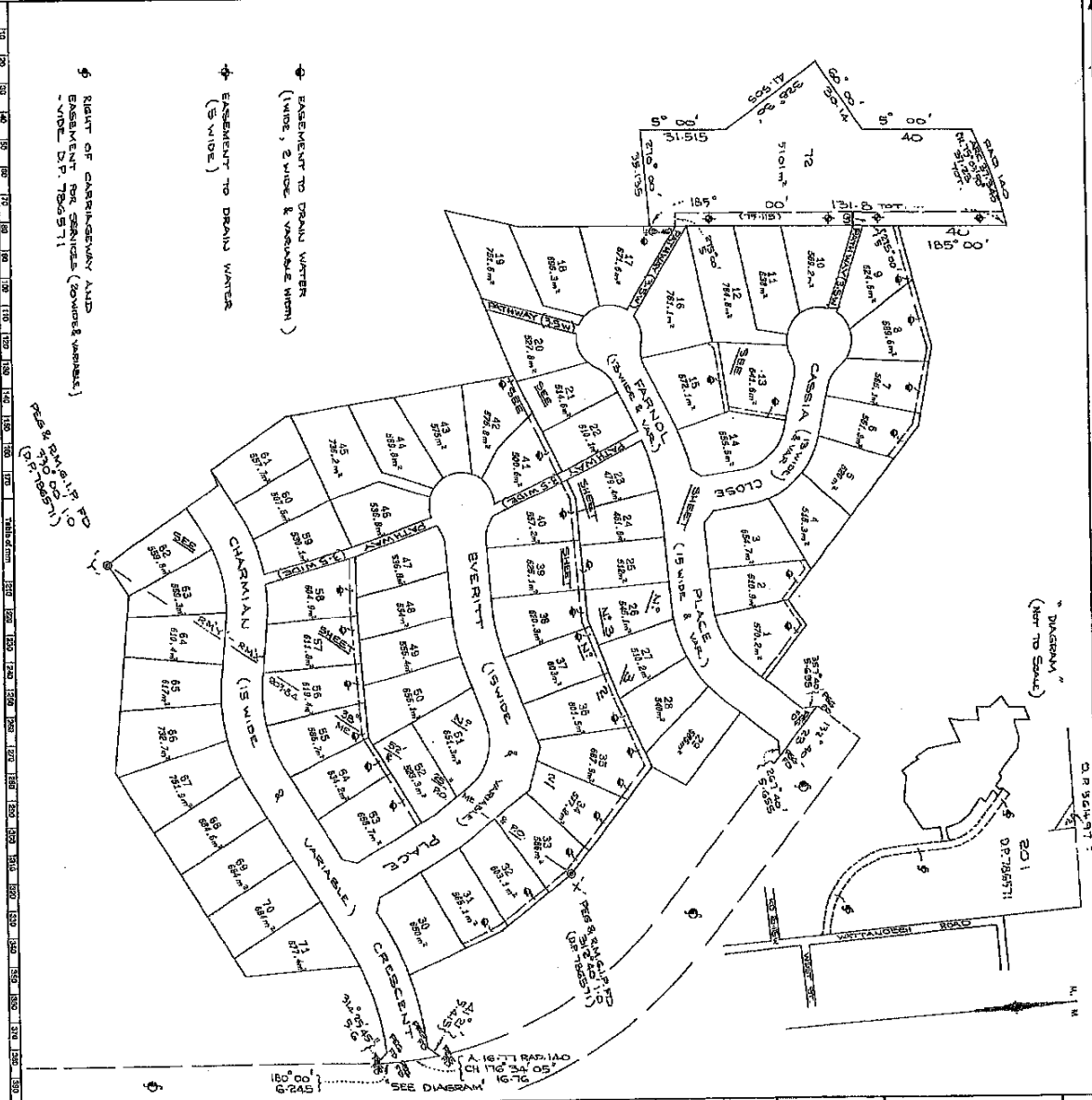
*Handwritten signature*  
Director

*Handwritten signature*  
Secretary

*Handwritten signature*  
Proprietor



In witness whereof I, the Registrar General, have hereunto  
affixed my hand and seal this 22nd day of May, 1986.  
C. Dobell  
Registrar General



③ BASEMENT TO DRAIN WATER  
 (5 WIDE)  
 ④ BASEMENT TO DRAIN WATER  
 (2 WIDE & VARIABLE WIDTH)  
 ⑤ RATIO OF CARRIAGEWAY AND  
 BASEMENT FOR SERVICES (ROWING VEHICLES)  
 - VIDE D.P. 780571

**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

AMENDMENTS AND/OR ADDITIONS MADE ON  
PLAN IN THE LAND TITLES OFFICE

This negative is a photograph made as a permanent

Rebaisarar General this day. 3<sup>rd</sup> May, 1991

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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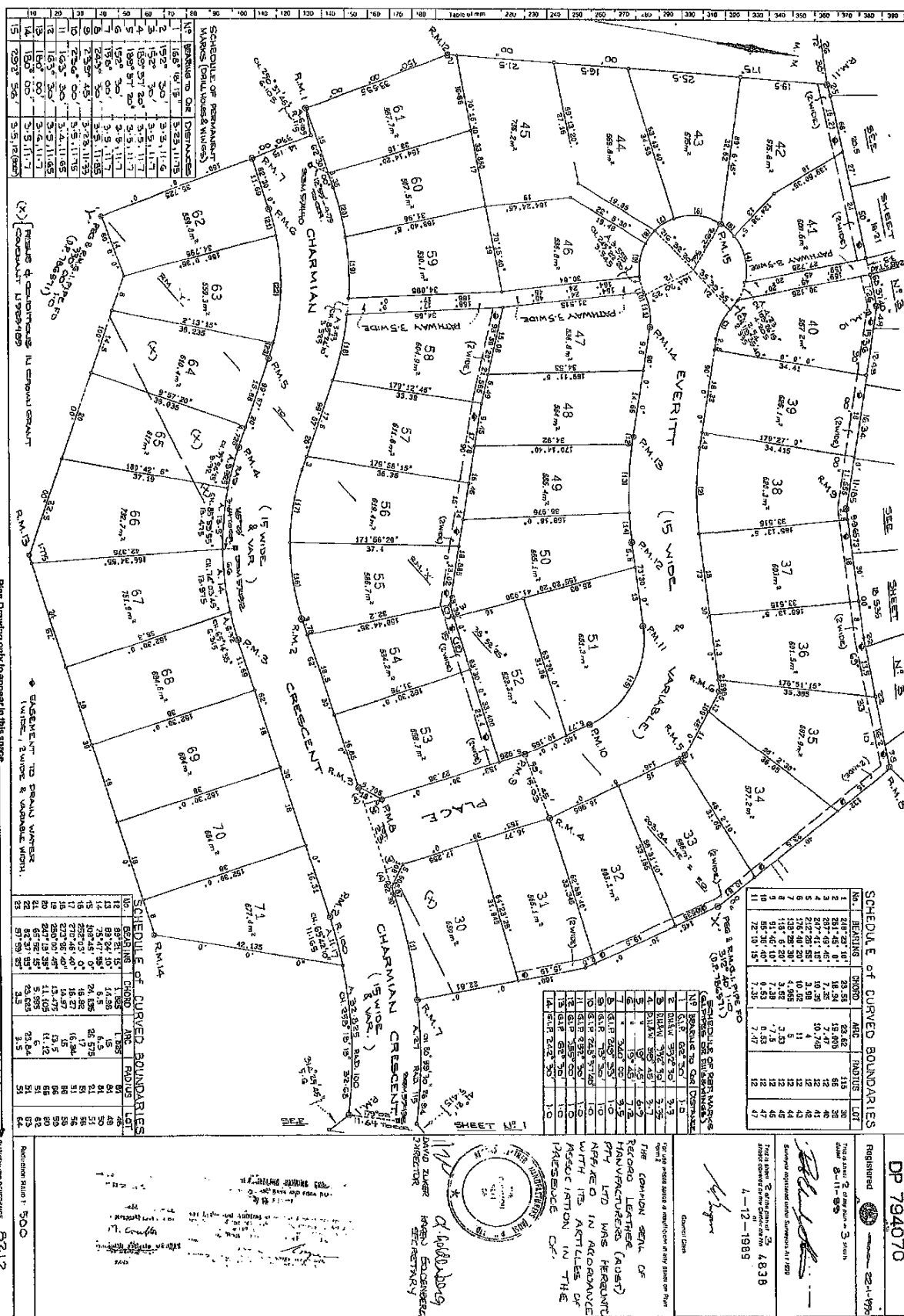


2

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



AMENDMENTS AND/OR ADDITIONS MADE ON  
PLAN IN THE LAND TITLES OFFICE

This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day, 1st July, 1991

DP 794070

OFFICE USE ONLY

Registered  
2nd July 1991  
1-12-1989  
1-12-1989  
1-12-1989

DAVID ZUBER  
DIRECTOR  
1-12-1989

1-12-1989







DP734070

(c) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expenses of the person or persons requesting the same.

Record Leather Manufacturers (Aust.) Pty. Limited shall mean Record Leather Manufacturers (Aust.) Pty. Limited its successors nominees or assigns other than Purchasers on sale.

Northern Managers and Construction Pty. Limited shall mean Northern Managers and Construction Pty. Limited, its successors, nominees or assigns other than Purchasers on sale.

"The Plan" shall mean the Plan of Subdivision to which this instrument relates and upon the registration of which these restrictions are created.

(e) Record Leather Manufacturers (Aust.) Pty Limited shall have the right to release, vary or modify these restrictions whilst it is the registered proprietor of any land in the plan, Northern Managers and Construction Pty Limited whilst it is the registered proprietor of any land in the plan is the person having the right to release, vary or modify these restrictions and any other person whilst it is the registered proprietor of any land in the plan or for the period of five (5) years from the date of registration of the plan whichever is the later.

.....  
DIRECTOR

SECRETARY

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*Handwritten:* Mr. J. K. Kinnear  
to Western Place  
St. George's  
Bank Offices

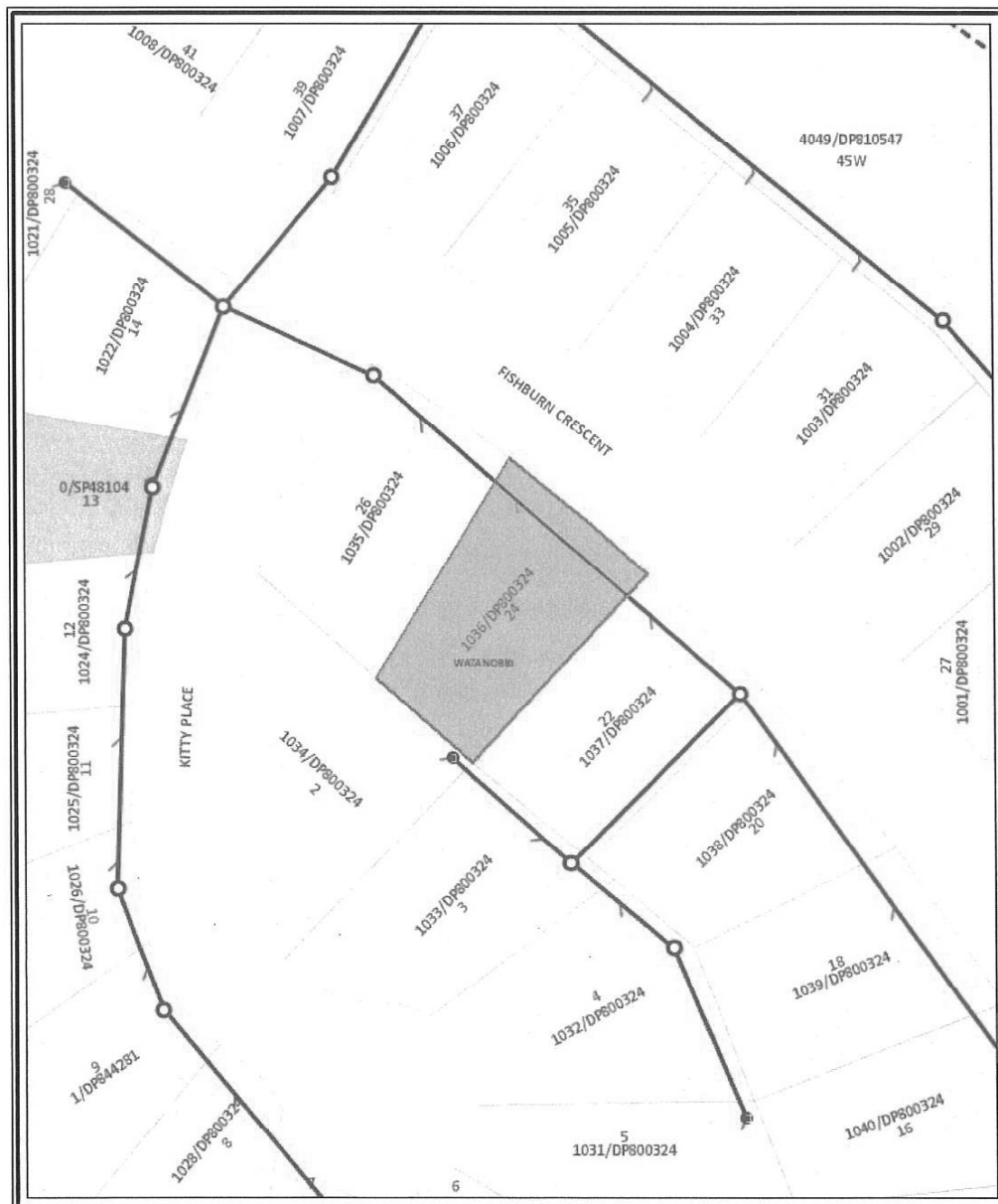
*Printed:* ASSOCIATED BANKS BRANCH SPECIALLY PERMITTED FOR THE  
THE BANK OF AUSTRALIA AND NEW ZEALAND BANKING  
GROUP LIMITED.

REGISTERED  Dec 22-1-1990

22-1-1990

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 24th JANUARY, 1990





#### Warning Note for Underground Plant Locations

This plan may not have been adjusted to take into account changes to boundaries, walls, fences or structures to be placed on the intersection of the services. This plan is not to scale and all measurements are approximate only. The services indicated are expected to be in proximity to the location and depth shown on the plan. Where it is intended to rely on the accurate location of the services, the exact location and depth of the services should be ascertained on site by careful hand excavation. Council can provide an advisory service or require to assist in the process. Persons undertaking work will be held responsible for any damage caused to Council's services. Any indication of measures should be used as a guide only.

Base Data is a part of the Digital Database supplied by the Land and Property Information (LPI) a division of the Department of Finance and Services. Any person whose rights may be affected or intended to act on any digital information shown on the plan should verify such information by consulting the Department of Finance and Services before acting.



### Central Coast Council Sewer Mains Diagram

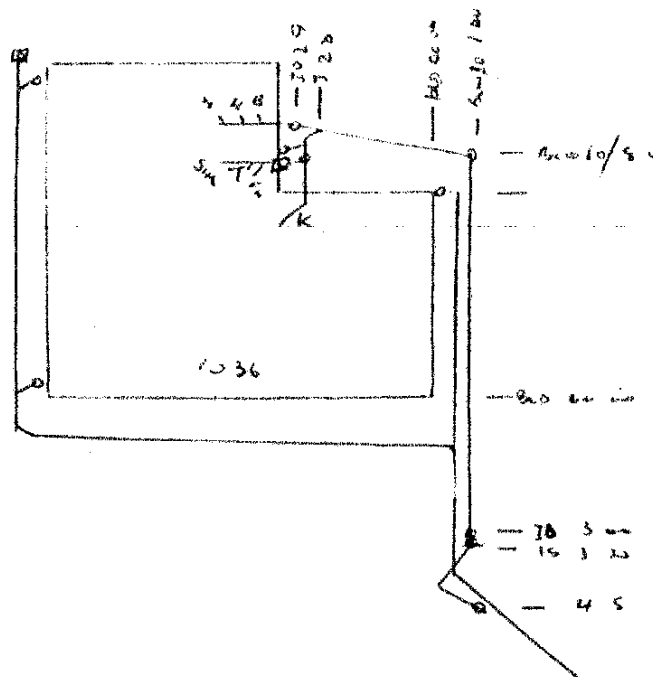
Not to Scale

Issue Date: 07/12/2021

#### Legend

- Access Chamber
- Closed End
- Lamp House
- Sewer Manhole
- Vacuum Pot
- Valve
- Private Pump Station
- Pump Station
- Treatment Plant
- Reducers Main
- Trunk Main
- Reducers Main (Asbestos)
- Effluent Main
- Private Rising Main
- Rising Main
- Vacuum Main
- Rising Main (Asbestos)
- Sewer Encasement
- Abandoned Main
- Main Not in Use
- Applicant's Land

24 Fishburn Crescent, WATANOBBI NSW 2259  
Lot 1036 DP 800324

SHIRE OF WYONG		STARTING DOCKET NO.																																																								
<b>HOUSE DRAINAGE INSTALLATION PLAN</b>		DATE																																																								
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InfoTrack Pty Ltd  
GPO Box 4029  
SYDNEY NSW 2001

## SECTION 10.7(2) PLANNING CERTIFICATE

*Under Section 10.7 of the Environmental Planning and Assessment Act, 1979*

<b>Fee Paid:</b>	\$71.00
<b>Receipt No:</b>	
<b>Receipt Date:</b>	1 October 2025
<b>Property Address:</b>	24 Fishburn Crescent, WATANOBBI NSW 2259
<b>Property Description:</b>	Lot 1036 DP 800324
<b>Property Owner:</b>	K M Adnan and T Islam
<b>Certificate No:</b>	91382
<b>Reference No:</b>	250405:330043
<b>Date of Issue:</b>	02-Oct-2025

The information contained within this certificate relates to the land.

**ADVICE PROVIDED PURSUANT TO S.10.7(2) OF THE ENVIRONMENTAL  
PLANNING AND ASSESSMENT ACT 1979**

<b>1</b>	<b>NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS</b>
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**(1) Environmental Planning Instruments and Development Control Plans that applies to the carrying out of development on the land**

Central Coast Local Environmental Plan 2022

Central Coast Development Control Plan 2022

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

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

**(2) Proposed Environmental Planning Instruments and Draft Development Control Plans which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land**

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

Proposed Standard Instrument (Local Environmental Plans) Order 2006

Proposed State Environmental Planning Policy (Transport and Infrastructure) 2021

Proposed State Environmental Planning Policy (Housing) 2021

Proposed State Environmental Planning Policy (Planning Systems) 2021

<b>2</b>	<b>ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS</b>
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**(a) Identity of the Zone**

Lot 1036 DP 800324

R2 Low Density Residential

**(b) For each of the environmental planning instruments referred to in clause 1, please refer to the attached land use table to determine (i), (ii) and (iii) listed below:**

- (i) development that may be carried out within the zone without the need for development consent,
- (ii) development which may not be carried out within the zone except with development consent and
- (iii) development which is prohibited within the zone.

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

Additional Permitted Uses **do not** apply to this land.

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

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling-house on the land. However there are minimum lot sizes applying to the subdivision of land, and in some zones the entitlement to erect a dwelling-house, or carry out other types of residential development, is linked to that minimum lot size.

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

No

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

No

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

None

<b>3</b>	<b>CONTRIBUTION PLANS</b>
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The land is subject to Wyong District Development Contributions Plan.

The subject land is within Central Coast to which the *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023* applies.

This land is subject to the Central Coast Section 7.12 Local Infrastructure Contribution Plan 2023

The land is subject to the Draft Central Coast Section 7.12 Local Infrastructure Contributions Plan 2024



<b>4</b>	<b>COMPLYING DEVELOPMENT</b>
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**Whether or not the land is land on which complying development may be carried out under each of the complying development codes under the *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) and 1.19.**

#### **HOUSING CODE**

Complying Development under the Housing Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

#### **RURAL HOUSING CODE**

Complying development under the Rural Housing Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

#### **LOW RISE HOUSING DIVERSITY CODE**

Complying Development under the Low Rise Housing Diversity Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

#### **PATTERN BOOK DEVELOPMENT CODE**

Complying development under the Pattern Book Development Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

#### **GREENFIELD HOUSING CODE**

Greenfield Housing Code **is not** applicable to this land.

#### **HOUSING ALTERATIONS CODE**

Complying development under the Housing Alterations Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

#### **GENERAL DEVELOPMENT CODE**

Complying development under the General Development Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

## **INDUSTRIAL AND BUSINESS ALTERATIONS CODE**

Complying development under the Industrial and Business Alterations Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

## **INDUSTRIAL AND BUSINESS BUILDINGS CODE**

Complying development under the Industrial and Business Buildings Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

## **CONTAINER RECYCLING FACILITIES CODE**

Complying Development under the Container Recycling Facilities Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

## **SUBDIVISIONS CODE**

Complying development under the Subdivisions Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

## **DEMOLITION CODE**

Complying development under the Demolition code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

## **FIRE SAFETY CODE**

Complying development under the Fire Safety Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

## AGRITOURISM AND FARM STAY ACCOMMODATION CODE

Complying development under the Agricultural and Farm Stay Accommodation Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

### 5 EXEMPT DEVELOPMENT

**Whether or not the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because of that Policy, clause 1.16(1) (b1)–(d) or 1.16A.**

#### GENERAL EXEMPT DEVELOPMENT CODE

Exempt development under the General Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

#### ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

Exempt development under the Advertising and Signage Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

#### TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

Exempt development under the Temporary Uses and Structures Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

### 6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS (*BUILDING PRODUCT SAFETY ACT 2017*)

- 1(a) Is there any affected building notice of which the council is aware that is in force in respect of the land?
- No
- 1(b) Is there any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with?
- No
- 1(c) Is there any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding?
- No

In this section—

**affected building notice** has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4.

**building product rectification order** has the same meaning as in the *Building Products (Safety) Act 2017*

<b>7</b>	<b>LAND RESERVED FOR ACQUISITION</b>
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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.

Nil

<b>8</b>	<b>ROAD WIDENING AND ROAD ALIGNMENT</b>
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(a) DIVISION 2 OF PART 3 OF THE *ROADS ACT 1993*

The land is not affected by road realignment or road widening under the above.

(b) ENVIRONMENTAL PLANNING INSTRUMENT

The land is not affected by road realignment or road widening under the above.

(c) COUNCIL RESOLUTIONS

The land is not affected by road realignment or road widening under the above.

<b>9</b>	<b>FLOOD RELATED DEVELOPMENT CONTROLS</b>
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(1) The land or part of the land **is not** within the flood planning area and **is not** subject to flood related development controls.

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

(3) In this section—

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

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

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

<b>10</b>	<b>COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS</b>
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This land **is** affected by a policy adopted by the council or other public authority that restricts the development of the land because of the likelihood of risk restrictions. This land **is** affected because:

The land is classed as being Acid Sulfate Soil Class 5

The information currently available to Council indicates that **all** of the land is bush fire prone land (as defined in the Act).

In this section—

**adopted policy** means a policy adopted—

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

<b>11</b>	<b>BUSH FIRE PRONE LAND</b>
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The information currently available to Council indicates that **all** of the land is bush fire prone land (as defined in the Act).

<b>12</b>	<b>LOOSE-FILL ASBESTOS INSULATION</b>
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This land does not include any residential premises (within the meaning of the *Home Building Act 1989*, Part 8, Division 1A) that are listed on the register that is required to be maintained under that Division. That register lists residential premises that contain or have contained loose-fill asbestos insulation.

<b>13</b>	<b>MINE SUBSIDENCE</b>
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The land **IS NOT WITHIN** a Mine Subsidence District declared under section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

<b>14</b>	<b>PAPER SUBDIVISION INFORMATION</b>
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- (1) The name of any development plan adopted by a relevant authority that:
  - (a) applies to this land or
  - (b) that is proposed to be subject to a consent ballot.

Nil

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

Not applicable

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

<b>15</b>	<b>PROPERTY VEGETATION PLANS</b>
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Council **has not** been notified by Local Land Services – Greater Sydney that the land is subject to a property vegetation plan approved under Part 4 of the *Native Vegetation Act 2003*.

<b>16</b>	<b>BIODIVERSITY STEWARDSHIP SITES</b>
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Council **has not** been notified by the Biodiversity Conservation Trust that 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.

<b>17</b>	<b>BIODIVERSITY CERTIFIED LAND</b>
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The land **is not** biodiversity certified land within the meaning of 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.

<b>18</b>	<b>ORDERS UNDER <i>TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006</i></b>
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Council has not been notified of an Order issued under the *Trees (Disputes between Neighbours) Act 2006*.

NOTE: This advice is based on information provided by the Land and Environment Court.

<b>19</b>	<b>ANNUAL CHARGES UNDER <i>LOCAL GOVERNMENT ACT 1993</i> FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS</b>
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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.

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.

<b>20</b>	<b>WESTERN SYDNEY AEROTROPOLIS</b>
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Not applicable to Central Coast Local Government Area

<b>21</b>	<b>DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING</b>
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Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning and Environment.

<b>22</b>	<b>SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING</b>
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Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning and Environment.

<b>23</b>	<b>WATER OR SEWERAGE SERVICES</b>
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Water or sewerage services provided to the land are not under the *Water Industry Competition Act 2006*.

**Note—**

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

<b>24</b>	<b>SPECIAL ENTERTAINMENT PRECINCTS</b>
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Whether the land or part of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993*, section 202B.

No



**NOTE**

**CONTAMINATED LAND MANAGEMENT ACT 1997**

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

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

No

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

No

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

No

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

No

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

No

For any enquiries regarding this Certificate, please contact Council's Customer Contact Centre on 02 4306 7900.

**Signed on Behalf of Central Coast Council**

## LAND USE TABLE

### Zone R2 Low Density Residential Central Coast Local Environmental Plan 2022

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To encourage best practice in the design of low density residential development.
- To ensure that non-residential uses do not adversely affect residential amenity or place unreasonable demands on services.
- To maintain and enhance the residential amenity and character of the surrounding area.

2 Permitted without consent

Home occupations; Recreation areas

3 Permitted with consent

Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Information and education facilities; Jetties; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Sewage reticulation systems; Shop top housing; Tank-based aquaculture; Water recycling facilities; Water reticulation systems; Water storage facilities

4 Prohibited

Any development not specified in item 2 or 3

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

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### Possession and tenancies

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

### Title

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

### Adjustments

11. All 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?

### Survey and building

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



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

#### **Affectations**

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

#### **Capacity**

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

#### **Requisitions and transfer**

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

#### Replies to Residential Requisitions on Title

1. Noted
2. No
3. The Vendor relies on the contract and the Purchaser is to make their own enquiries
4. Not to the Vendor's knowledge
5. The Vendor relies on the contract and the Purchaser is to make their own enquiries
6. Noted
7. Noted
8. Not to the Vendor's knowledge
9. Not Applicable
10. No
11. Noted
12. The Vendor relies on the contract and the Purchaser is to make their own enquiries
13. Noted
14. The Vendor relies on the contract and the Purchaser is to make their own enquiries
15. (a) Yes, to the Vendor's knowledge  
(b) Not to the Vendor's knowledge  
(c) The Vendor relies on the contract and the Purchaser is to make their own enquiries  
(d) The Vendor relies on the contract and the Purchaser is to make their own enquiries  
(e) The Vendor relies on the contract and the Purchaser is to make their own enquiries
16. Not to the Vendor's Knowledge however cannot speak for any predecessor
17. The Vendor relies on the contract and the Purchaser is to make their own enquiries
18. (a) Presumably to the adjoining owners  
(b) The Vendor relies on the contract and the Purchaser is to make their own enquiries  
(c) The Vendor relies on the contract and the Purchaser is to make their own enquiries  
(d) Not to the Vendor's knowledge  
(e) Not to the Vendor's knowledge
19. Not to the Vendor's knowledge
20. The Vendor relies on the contract and the Purchaser is to make their own enquiries
21. Not to the Vendor's knowledge
22. (a) Yes  
(b) The Vendor relies on the contract and the Purchaser is to make their own enquiries  
(c) The Vendor relies on the contract and the Purchaser is to make their own enquiries
23. Not to the Vendor's knowledge
24. Noted
25. Not Applicable
26. The Vendor relies on the contract and the Purchaser is to make their own enquiries
27. Noted
28. This alleged right is not admitted
29. Not agreed. These replies are current as at the date they are given.