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# Contract for the sale and purchase of land 2026 edition

| TERM | MEANING OF TERM | NSW DAN: |
|---|---|---|
| **vendor's agent** | Stone Real Estate Kurri Kurri<br>144 Barton Street KURRI KURRI NSW 2327 | **phone**: (02) 4089 1155<br>**email**: reneebean-wiper@stonerealestate.com.au<br>**ref**: Renee Bean-Wiper |
| **co-agent** | | |
| **vendor** | Craig Anthony Robson, Jodie Elizabeth Robson<br>77 Forbes Crescent CLIFTLEIGH NSW 2321 | |
| **vendor's solicitor** | Kilpatrick Hatton Solicitors<br>PO Box 1033, Charlestown 2290 | **phone**: 02 4920 8300<br>**email**: pkilpatrick@kilpatrickhatton.com.au<br>**ref**: 33272 |
| **date for completion** | 35 days after the contract date | (clause 15) |
| **land (address, plan details and title reference)** | 77 Forbes Crescent CLIFTLEIGH NSW 2321<br>LOT 256 DEPOSITED PLAN 1066601<br>Folio Identifier 256/1066601 | |
| | ☐ VACANT POSSESSION ☐ subject to existing tenancies | |
| **improvements** | ☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space<br>☐ none ☐ other: | |
| **attached copies** | ☐ documents in the List of Documents as marked or as numbered:<br>☐ other documents: | |

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

| | | | | |
|---|---|---|---|---|
| **inclusions** | ☐ air conditioning | ☐ curtains | ☐ insect screens | ☐ range hood |
| | ☐ blinds | ☐ dishwasher | ☐ internet/TV receiver | ☐ solar panels |
| | ☐ built-in wardrobes | ☐ EV charger | ☐ light fittings | ☐ solar power battery |
| | ☐ ceiling fans | ☐ fixed floor coverings | ☐ pool equipment | ☐ stove |
| | ☐ clothes line | ☐ other: | | |

| | | |
|---|---|---|
| **exclusions** | | |
| **purchaser** | | |
| **purchaser's solicitor** | | |
| **price** | | |
| **deposit** | _____ | (10% of the price, unless otherwise stated) |
| **balance** | | |
| **contract date** | | (if not stated, the date this contract was made) |

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

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

**buyer's agent**

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

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**SIGNING PAGE**

| **VENDOR** | **PURCHASER** |
|---|---|
| **Signed** by<br><br>Craig Anthony Robson<br>_____<br>Vendor<br><br>Jodie Elizabeth Robson<br>_____<br>Vendor | **Signed** by<br><br>_____<br>Purchaser<br><br>_____<br>Purchaser |
| **VENDOR (COMPANY)** | **PURCHASER (COMPANY)** |
| **Signed** by<br>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:<br><br>_____ Signature of authorised person<br>_____ Name of authorised person<br>_____ Office held<br><br>_____ Signature of authorised person<br>_____ Name of authorised person<br>_____ Office held | **Signed** by<br>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:<br><br>_____ Signature of authorised person<br>_____ Name of authorised person<br>_____ Office held<br><br>_____ Signature of authorised person<br>_____ Name of authorised person<br>_____ Office held |

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**Choices**

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

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

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

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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## List of Documents

**General**

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

**Home Building Act 1989**

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

**Swimming Pools Act 1992**

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

**Strata or community title (clause 23 of the contract)**

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

**Other**

- ☐ 61

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

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

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

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

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

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

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

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## Cooling off period (purchaser's rights)

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

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

- **(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or**
- **(b) in any other case—the fifth business day after the day on which the contract was made.**

**3** **There is NO COOLING OFF PERIOD—**

- **(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or**
- **(b) if the property is sold by public auction, or**
- **(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or**
- **(d) if the contract is made in consequence of the exercise of an option, other than an option that is void under the Act, section 66ZG.**

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

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

## DISPUTES

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

## AUCTIONS

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

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## WARNINGS

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

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

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

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

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

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

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

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

**7.** **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**

**8.** **The purchaser should arrange insurance as appropriate.**

**9.** **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**

**10.** **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**

**11.** **The purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**

**12.** **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the Australian Taxation Office.**

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

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

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

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

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

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| | |
|---|---|
| *requisition* | an objection, question or requisition (but the term does not include a claim); |
| *rescind* | rescind this contract from the beginning; |
| *serve* | serve in writing on the other *party*; |
| *settlement cheque* | an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*; |
| *solicitor* | in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*; |
| *TA Act* | Taxation Administration Act 1953; |
| *terminate* | terminate this contract for breach; |
| *title data* | the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*; |
| *variation* | a variation made under s14-235 of Schedule 1 to the *TA Act*; |
| *within* | in relation to a period, at any time before or during the period; and |
| *work order* | a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 of the Swimming Pools Regulation 2018). |

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

**2 Deposit and other payments before completion**

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

**3 Deposit-bond**

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

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

**4 Electronic transaction**

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

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

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

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

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

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

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

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

the *party* entitled to them.

**5 Requisitions**

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

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

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

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

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

**6 Error or misdescription**

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

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

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

**7 Claims by purchaser**

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

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

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

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

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

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

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

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

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

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

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

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

**8 Vendor's rights and obligations**

8.1 The vendor can *rescind* if –

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

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

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

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

**9 Purchaser's default**

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

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

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

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

**10 Restrictions on rights of purchaser**

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

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

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

**11 Compliance with work orders**

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

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

**12 Certificates and inspections**

The vendor must do whatever is reasonably necessary to enable the purchaser, subject to the rights of any tenant –

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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**13 Goods and services tax (GST)**

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

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

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7), the *party* must adjust or pay on completion any GST added to or included in the expense, but –

13.3.1 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.2 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

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

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**14 Adjustments**

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

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

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

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

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

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

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

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

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

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

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

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

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

**15 Date for completion**

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

**16 Completion**

**● Vendor**

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

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

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

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

**● Purchaser**

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

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

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

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

16.7 On completion the deposit belongs to the vendor.

**17 Possession**

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

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

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

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

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

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**18 Possession before completion**

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

**19 Rescission of contract**

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

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

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

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

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

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

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

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

**20 Miscellaneous**

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**23 Strata or community title**
**● Definitions and modifications**
23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development contract or management statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s174 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
**● Adjustments and liability for expenses**
23.5 The *parties* must adjust under clause 14.1 –
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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

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

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

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

**● Notices, certificates and inspections**

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

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

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

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

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

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

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

**● Meetings of the owners corporation**

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

## 24 Tenancies

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

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

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

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

24.4.1 the vendor must allow or transfer –

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

24.4.2 if the security is not transferable, each *party* must do whatever is reasonably necessary to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

**25 Qualified title, limited title and old system title**

25.1 This clause applies only if the land (or part of it) –

25.1.1 is under qualified, limited or old system title; or

25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –

25.4.1 shows its date, general nature, names of parties and any registration number; and

25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –

25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);

25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;

25.5.3 *normally*, need not include a Crown grant; and

25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and

25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –

25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);

25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and

25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

29.1 This clause applies only if a provision says this contract or completion is conditional on an event, but does not apply to an event to which clause 28 applies.
29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.
29.7 If the *parties* can lawfully complete without the event happening –
29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and
29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

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

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

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

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**32 Residential off the plan contract**

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

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

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

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

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

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# ADDITIONAL CONDITIONS

**Vendor:** **Craig Anthony Robson and Jodie Elizabeth Robson**

**Purchaser:**

**Property:** **77 Forbes Crescent, Cliftleigh 2321**

**32. Intentionally deleted**

**33. Amendments to the standard contract conditions**

33.2 Clause 7.1.1 is deleted.

33.3 Clause 8.1.1 is amended by deleting the words "on reasonable grounds".

33.4 Clause 14 is hereby varied by the addition of the following sentence after the word "liable":

14.1.1 The amounts and figures for water consumption furnished by the relevant water rating authority, even if estimated or provisional, shall be conclusive for the purpose of such adjustment.

33.5 Clause 14.4.2 is deleted.

33.6 Clause 18 is hereby varied by the addition of the following clause:

18.8 The Purchaser cannot make a claim or requisition or delay completion of this Contract after entering into possession of the property.

33.7 Clause 25.1.1 is amended by deleting the word "limited".

33.8 Clause 25.7 is deleted.

**34. Warranty as to Agent**

The Purchaser hereby indemnifies and agrees that at all times for the maximum period permitted by law to indemnify and keep indemnified the Vendor from and against any claim, commission, charge, expense, action, suit, proceedings, cost or demand of whatsoever nature by any real estate agent or employee of such real estate agent (other than the Vendor's agent named herein) who establishes that the Purchaser was introduced to the Vendor or to the property by any other agent or employee of him.

**35. Deposit of less than 10%**

The Vendor and the Purchaser agree that if:

(a) The Purchaser defaults in the observance or performance of any obligation hereunder which is or the performance of which has become essential; and

(b) The Purchaser has paid a deposit of less than ten per centum (10%) of the purchase price; and

(c) the Vendor has terminated this Contract,

then the Vendor shall be entitled to recover from the Purchaser an amount equal to ten per centum (10%) of the purchase price less the deposit paid as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any other remedies available to the Vendor herein contained or implied notwithstanding any rule of Law or equity to the contrary. This clause shall not merge upon termination of this Contract.

**36. Deposit payable by instalments**

If a cooling off period applies to this contract, the purchaser may pay the deposit holder in 2 instalments as follows:

(a) On or before the date of this contract 0.25% of the agreed purchase price; and

(b) In the event of the purchaser proceeding with the purchase on or before 5.00 pm on the fifth business day after the date of this contract a further 9.75% of the agreed purchase price.

**~~37. Subject to finance~~**

~~(a) With the written consent of the vendor or their representative, it is a condition of this contract that the purchaser shall obtain approval in writing of finance for the purchase of the property in accordance with this clause and The Schedule.~~

~~(b) The purchaser shall promptly, at the purchaser's expense:~~

~~i. apply for finance in accordance with The Schedule;~~

~~ii. make and pursue the finance application, pay all fees, supply all particulars, certificates and valuations, and do all other things as may reasonably be required for the purpose of the application;~~

~~iii. inform the vendor regarding the progress of the finance application whenever reasonably requested to do so by or on behalf of the vendor;~~

~~iv. notify the vendor in writing after receipt of written approval or refusal from the Lender.~~

~~(c) This clause is for the benefit of the purchaser who may, prior to rescission of this agreement, waive the benefit thereof.~~

~~(d) If without default on the part of the purchaser the finance approval in writing has not been obtained within the time limited in The Schedule, either party shall be entitled by notice served upon the other to rescind this agreement, provided that if the purchaser has obtained the finance approval in writing prior to service of such notice of rescission by either party, neither party shall thereafter be entitled to rescind this agreement for want of such approval.~~

~~(e) Upon rescission pursuant to this Clause the provisions of Clause 19 shall apply.~~

~~i. In the event of a rescission under the terms of this clause, the purchaser shall forfeit to the vendor the sum equivalent to 0.25% of the purchase price being an estimate of the vendor's costs associated with the preparation of the contract and other expenses associated.~~

~~ii. In order for the purchaser to rescind this Contract pursuant provision (d) above, the notice of rescission must be received by the Vendor's solicitor no later than 5.00pm on the last day the purchaser has to obtain finance approval as determined by item 3 in the Schedule below.~~

~~THE SCHEDULE~~

~~1. Lender:~~

~~2. Amount of Loan:~~

~~3. Number of (calendar) days after making this agreement for obtaining written approval of finance: ten (10) calendar days~~

**~~38. Release of deposit~~**

~~The purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors such part of the deposit moneys as they shall require for the purpose of settlement, a deposit and/or stamp duty on any piece of real estate that the vendors negotiate to purchase between the date hereof and the date of settlement hereof.~~

**39. Warranty by Purchaser**

The Purchaser warrants to the vendor:

(a) The purchaser is not an undischarged bankrupt and has not committed any act of bankruptcy;

(b) The Purchaser does not require the approval or consent of the Foreign Investment Review Board to purchase the property;
(c) The Purchaser is over the age of 18 years.

The Purchaser acknowledges that the Vendor relies on this warranty in entering into this Contract and the Purchaser will indemnify and keep indemnified the Vendor against any loss, expense, fine, damage, penalty and/or liability arising out of or as a consequence of a breach of this warranty by the Purchaser. This indemnity will not merge on completion.

**40. Mine Subsidence Board**

The Purchaser may rescind this Contract if the owner of the improvements on the land is not entitled, as at the date of this Contract, to claim compensation from the Mine Subsidence Board in respect of any damage to the land and/or improvements arising from mine subsidence and written communication from the Mine Subsidence Board to that effect shall be conclusive for the purposes of this condition.

**41. Purchaser acknowledgements**

The Purchaser acknowledges that the are purchasing the property:

(a) In its present condition and state of repair;
(b) Subject to all defects latent and patent;
(c) Subject to any infestations or dilapidation;
(d) Subject to all existing water, sewerage, drainage and plumbing services and connection in respect of the property;
(e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land;
(f) With the items specified as “inclusions” on the front page of this Contract that are not new;
(g) Without any representation or warranty from or on behalf of the Vendor as to the state of repair or condition of any inclusions, the Vendor will not be responsible for any mechanical breakdown in respect of any such items;
(h) Subject to the state of repair and condition of any inclusions as at the date of exchange subject to an reasonable wear and tear between the date hereof and the date on which the Purchaser is entitled to take possession of the property; and
(i) Subject to title of the inclusions being passed on completion of this Contract and the Vendor shall not be required to give formal delivery in respect thereof.

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

**42. Representations and warranties negatived**

Subject to the provisions of Section 52A of the Conveyancing Act, 1919, the Purchaser warrants that, unless otherwise stated in this Contract, the Purchaser has not entered into this Contract in reliance on any statement, representation, promise or warranty made by the Vendor or on behalf of the Vendor including without limitation, any statement, representation, promise or warranty in respect of the nature or fitness or suitability for any purpose of the property or any financial return or income to be derived from the Property and the terms and conditions set out in this Contract contain the entire agreement in relation to the property as concluded between the parties.

The Purchaser further acknowledges that the Purchaser has not been induced to enter into this Contract by any representation, whether verbal or otherwise made by or on behalf of the Vendor which is not set out in the Contract.

**43. Covenants**

Notwithstanding anything in this Contract to the contrary, the Purchaser agrees not to raise any requisition or objection or make any claim for compensation or rescind or terminate this Contract in breach of any covenant relating to the property. The Purchaser is satisfied as to the terms of the covenants and has inspected the property as is satisfied as to the compliance or non-compliance with such covenants and accepts any such non-compliance. Covenant in this clause excludes any restrictive covenant.

**44. Claims by the Purchaser**

Notwithstanding the provisions of Clauses 5, 6 and 7 hereof the parties expressly agree that any claim (whether for compensation or not) shall be deemed to be an objection or requisition for the purpose of Clause 7 and 8 hereto entitling the Vendor to rescind this Contract.

**45. Late completion**

In the event that completion of this Contract shall not take place within the time allowed for completion in Clause 15 hereof, other than due to any act or omission on the part of the Vendor, the Purchaser hereby acknowledges and agrees that the Vendor is entitled to recover from the Purchaser as liquidated damages on completion of this Contract:

(a) Interest on the balance of the purchase price payable hereunder at the rate of ten per centum (10%) per annum for the period between the expiration of the time allowed for completion pursuant to Clause 15 hereof and the actual date of completion, with such interest being calculated on a daily basis and added to the balance payable on completion;

(b) The sum of Three Hundred and Thirty Dollars ($330.00) to cover legal costs and other expenses incurred as a consequence of the delay as a genuine pre-estimate of those additional expenses allowed by the Purchaser as an additional adjustment on completion;

(c) The Parties agree that payment of such sums is made on account of damages and that the Vendor shall not be required to complete this Contract unless the said sums are paid on completion;

(d) The Vendor's rights pursuant to this clause do not limit any other rights the Vendor may have against the Purchaser as a result of the Purchaser's failure to complete this Contract in accordance with the provisions of this Contract.

**46. Notice to complete**

(a) It is expressly agreed between the parties hereto that in circumstances justifying the issue of a Notice to Complete fourteen (14) days shall be deemed to be reasonable and sufficient notice for that purpose;

(b) Further, in the circumstances justifying the issue of a Notice to Complete by the Vendor, then the Purchaser shall be liable for the sum of three hundred & thirty dollars ($330.00) as the agreed reasonable legal expenses incurred by the Vendor as a result of having to issue such Notice to Complete.

(c) The Purchaser's obligation to pay the sum referred to in clause 42(b) hereof is an essential term of this contract and shall in no way affect, abrogate, limit or inhibit the Vendor's right to take action for recovery of damages that may be suffered by the Vendor as a result of the Purchaser's breach of Contract.

(d) The party serving the Notice to Complete may:

i. At any time, withdraw the Notice to Complete by further notice to the party in default; and

ii. At its option, issue a further Notice to Complete.

**47. Swimming pool**

If a swimming pool forms part of the property:

(a) The Vendor does not warrant that the swimming pool complies with the requirements imposed by the Swimming Pools Act 1992 (in this clause "the Act") and the regulations prescribed under the Act;
(b) After completion the Purchaser must comply with the requirements of the Act; and
(c) The Purchaser cannot make claim, objection or requisition or rescind or terminate in respect of the swimming pool and any non-compliance with the Act and Regulations prescribed under the Act.

**48. Survey**

Where a Surveyor's Report (or copy thereof) is annexed to the Contract:

(a) The Vendor does not warrant the accuracy of completeness of the Report; and
(b) The purchaser will take title subject to and will not make any objection, requisition or claim for compensation or claim any right to rescind or terminate in respect of the matters disclosed or referred to in such Report.

**49. Qualified and limited title**

(a) If applicable, the property the subject of this Contract for Sale shall be deemed to be held by the Vendor pursuant to the provisions of the Real Property Act, 1900 and the Purchaser shall not be entitled to make any requisition, claim for compensation or objection with regard to the said Qualified Certificate of Title and the Vendor shall not be called upon to, nor shall the Vendor be obliged to, provide any Old System Title Abstracts of Title or Chronological Index of Title or Old System Title Search Papers and the Vendor shall be entitled to treat the subject property as not being Qualified Title pursuant to part IVA of the Real Property Act, 1900 and the Purchaser shall accept the title to the subject property as being wholly pursuant to the provisions of the Real Property Act, 1900.

(b) If applicable, notwithstanding any other provision in this Contract for Sale the Vendor shall be under no obligation to provide to the Purchaser any Abstract of Title or Old System Documents in relation to the notation of Limited Title on the subject property.

**50. Sewer Diagram**

(a) The Vendor and the Purchaser acknowledges that in the event the property is connected to a sewer main service provided by the Hunter Water Corporation then the attached sewer main diagram is the only diagram available from the Hunter Water Corporation in the ordinary course of administration.

(b) The Purchaser shall not be entitled to make any objection, requisition or claim for compensation or rescind or terminate this Contract in respect of the matter disclosed.

**51. Death/mental incapacity**

If at any time prior to completion the Vendor or Purchaser (or any of them) dies or becomes mentally ill or, being a company is wound up or go into liquidation, then either party may at any time thereafter rescind this Contract by notice in writing served on the other party.

**52. Guarantee and indemnity if the Purchaser is a Company**

(a) If the Purchaser of the property is a Company, the Offices or persons who sign this contract on behalf of the Company or who attest the seal of the Company on this Contract:

i. Jointly and separately guarantee all obligations of the Purchaser under this Contract including the payment of the purchase price; and

ii. Jointly and separately indemnify the Vendor in respect of any default of the Purchaser under this Contract.

(b) This guarantee and indemnity is given by each guarantor as principal and not discharged or released by any release or variation of this Contract between the Vendor and the Purchaser.

~~**53. Tenancy**~~

~~If a tenant is in occupation of the property and if page one (1) of this Contract provides for the Vendor to give Vacant Possession of the property on completion of this contract, then the following provisions shall apply:~~

~~(a) Completion of this contract is conditional upon the Vendor obtaining Vacant Possession of the property from the tenant. The Vendor will forthwith serve a notice on the tenant and will pursue that notice and the obtaining of Vacant Possession.~~

~~(b) Neither party will be entitled to service Notice to Complete on the other party until Vacant Possession by the tenant is available to the Vendor.~~

**54. Intentionally deleted**

**55. Intentionally deleted**

**56. Requisitions**

(a) The Purchaser agrees that the only form of general Requisitions in Title the Purchaser may make pursuant to clause 5.1 shall be in the form of Requisitions on Title annexed hereto.

(b) The Purchaser acknowledges that these Requisitions on Title are deemed to have been served on the date of this contract.

(c) The Purchaser is not entitled to make any requisitions (other than those annexed hereto) unless such requisition arises out of something served by the Vendor after the date of this Contract.

**57. Conflict**

If there is a conflict or inconsistency between these Additional Conditions and the printed clauses of this Contract, these Additional Conditions shall prevail to the extent of such conflict or inconsistency.

**RESIDENTIAL PROPERTY REQUISITIONS ON TITLE**

**Re:** **Robson Proposed Sale**

**Property:** **77 Forbes Crescent, Cliftleigh NSW 2321**

**Dated:** **13 August 2026**

---

**Possession & 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 1987*:
   (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
   (b) have any orders been made by the Residential Tenancies 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 must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
8. When and where may the title documents be inspected?
9. 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**

10. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
11. 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 land value for land tax purposes for the current year?

**Survey & Building**

12. 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.
13. 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.
14. (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act* 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) 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*.

15. 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?

16. 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?

17. (a) To whom do the boundary fences belong?

(b) Are there any party walls?

(c) If the answer to (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**

18. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?

19. 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?

20. 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?

21. (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?

22. 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**

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

**Requisitions & Transfer**

24. 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.

25. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

26. The purchaser reserves the right to make further requisitions prior to completion.

27. 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.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 256/1066601

| SEARCH DATE | TIME | EDITION NO | DATE |
|---|---|---|---|
| 13/8/2026 | 11:35 AM | 4 | 28/9/2017 |

LAND

LOT 256 IN DEPOSITED PLAN 1066601
AT HEDDON GRETA
LOCAL GOVERNMENT AREA CESSNOCK
PARISH OF HEDDON COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1066601

FIRST SCHEDULE

CRAIG ANTHONY ROBSON
JODIE ELIZABETH ROBSON
AS JOINT TENANTS (T AM759241)

SECOND SCHEDULE (3 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 DP1066601 RESTRICTION(S) ON THE USE OF LAND
3 AM759242 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

33272... PRINTED ON 13/8/2026

* Entries preceded by an asterisk do not appear on the former Certificate of Title abolished in 2021 or the current edition of Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.

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Received: 13/08/2026 11:35:18

PLAN FORM 2

Plan Drawing only to appear in this space

**SIGNATURES AND SEALS ONLY**

THE COMMON SEAL OF KURRI AUTOS PTY LIMITED WAS HERETO AFFIXED IN THE PRESENCE OF

Kurri Autos Pty. Ltd. A.C.N. 001 277 800 Seal

DIRECTOR Anne Lois Adams — Director James Adams

SIGNED BY ANNE LOIS ADAMS IN THE PRESENCE OF

ANNE LOIS ADAMS — WITNESS G.C. Hawke

THE COMMON SEAL OF THE MAITLAND MUTUAL BUILDING SOCIETY LIMITED WAS HERETO AFFIXED IN THE PRESENCE OF

MAITLAND MUTUAL BUILDING SOCIETY LIMITED A.C.N. 087 651 983 Common Seal

Director

Secretary

**Crown Lands Office Approval**

PLAN APPROVED .....
Authorised Officer
Land District .....
Paper No. .....
Field Book ..... pages .....

**Subdivision Certificate**

I certify that the provisions of s. 109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed.... SUBDIVISION ..... set out herein
(Insert 'subdivision' or 'new road')
O. Gurney
*Authorised Person/~~General Manager/Accredited Certifier~~
Consent Authority: CESSNOCK CITY COUNCIL
Date of endorsement: NOVEMBER 30, 2004
Accreditation No.: ~
Subdivision Certificate No.: 14/1997/36/2
File No.: 5/1997/36/2

When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General.

*Delete whichever is inapplicable

(S) EASEMENT FOR SEWAGE PUMPING STATION 6 AND 13 WIDE.

(C) LAND EXCLUDES MINERALS & IS SUBJECT TO RIGHTS TO MINE - A165081

G. M.

M.G.A.

PT 6

SEE SHEET 2

SEE SHEET 2

SEE

SHEET 2

PART 262 (11.85 ha.) TOTAL 12.86 ha.

PRIVATE (DP 937613) RAILWAY

FORBES

HOWE STREET

CRESCENT

RADFORD

HEDDON STREET

BOWDEN STREET

MAIN ROAD

HALL ST (20 WIDE)

SEE DIAG.

S.S.M.122782 CUNEST.

S.S.M.122777 FD. (UN EST.)

S.S.M.122776 FD. (UN EST.)

S.S.M.102358 FD. (ESTABLISHED)

S.S.M.99632 FD. (ESTABLISHED)

P.M. 16168 FD. (ESTABLISHED)

P.M. 16167 FD. (ESTABLISHED)

R.M. D.H. & W. FD.

PM. 16168 FD. (ESTABLISHED)

D.P. 1046568

D.P. 1047409

D.P. 1058854

D.P. 204798

No 218

(E) EASEMENT FOR TRANSMISSION LINE 30.48 WIDE - K. 687684

(20 WIDE)

(33 WIDE)

110 P.O.

DIAGRAM NOT TO SCALE

| SURVEYING REGULATION 2001 CLAUSE 32 (2) | | | | |
|---|---|---|---|---|
| MARK | M.G.A. COORDINATES EASTING | M.G.A. COORDINATES NORTHING | ZONE 56 CLASS | ORDER |
| P.M. 16167 | 360 931 · 391 | 6 369 729 · 994 | A | 1 |
| P.M. 16168 | 361 166 · 304 | 6 370 133 · 985 | B | 1 |
| S.S.M. 99632 | 360 731 · 387 | 6 369 825 · 986 | B | 2 |
| S.S.M. 102358 | 360 652 · 138 | 6 369 948 · 555 | B | 2 |
| SOURCE. M.G.A. CO ORDINATES ADOPTED FROM S.C.I.M.S. ON 8 JANUARY 2004 | | | | |
| COMBINED SCALE FACTOR 0.999836 | | | | |

| CURVE AND SHORT LINE TABLE | | | | |
|---|---|---|---|---|
| REF. | BEARING | DISTANCE | ARC | RADIUS |
| 1 | 100°40'32" | 53.488 P.O. | 53.5 | 720 |
| 2 | 98°32'48" | 57 P.O. | | |

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 Table of mm 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

SURVEYOR'S REFERENCE: A17613 - CHECK LIST - E. Nº 04/122 - CLAUSE 30(2A) MPD

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

PE(RL) PE(RL)

# DP1066601

Registered: 27-1-2005

Title System : TORRENS

Purpose : SUBDIVISION

Ref Map : U4565-42, 52

Last Plan : DP1058854

PLAN OF: SUBDIVISION OF LOT 68 D.P. 1058854

Lengths are in metres. Reduction Ratio 1: 3000

L.G.A.: CESSNOCK CITY

Locality: HEDDON GRETA

Parish: HEDDON

County: NORTHUMBERLAND

This is sheet 1 of my plan in 2 sheets. (Delete if inapplicable)

SURVEYING REGULATION 2001

I, DARCY CHARLES MC ELWEE MCELWEE ASSOCIATES PTY LTD of PO BOX 681 THE JUNCTION 2291 a surveyor registered under the SURVEYING Act 2002 certify that the survey represented in this plan is accurate, has been made in accordance with the SURVEYING Regulation 2001 and was completed on 29 OCTOBER, 2004. The survey relates to LOTS 251 TO 261 INCL.

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

Signature: ..... Date: 1/11/2004

Surveyor registered under the SURVEYING ACT 2002

Datum Line: X ~ Y Type: Urban/~~Rural~~

**Plans used in preparation of survey/~~compilation~~**

D.P. 1046568
D.P. 1058854
D.P. 823106

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

IT IS INTENDED
(A) TO DEDICATE
(1) THE EXTENSION OF FORBES CRESCENT AND HOWE STREET TO THE PUBLIC AS PUBLIC ROAD.
(B) TO CREATE PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED.
(1) EASEMENT FOR SEWAGE PUMPING STATION 6 AND 13 WIDE. - (S)
(2) RESTRICTIONS ON USE OF LAND.

*OFFICE USE ONLY

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PLAN FORM 3 | To be used in conjunction with Plan Form 2 | WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

# DP1066601

Registered: 27-1-2005

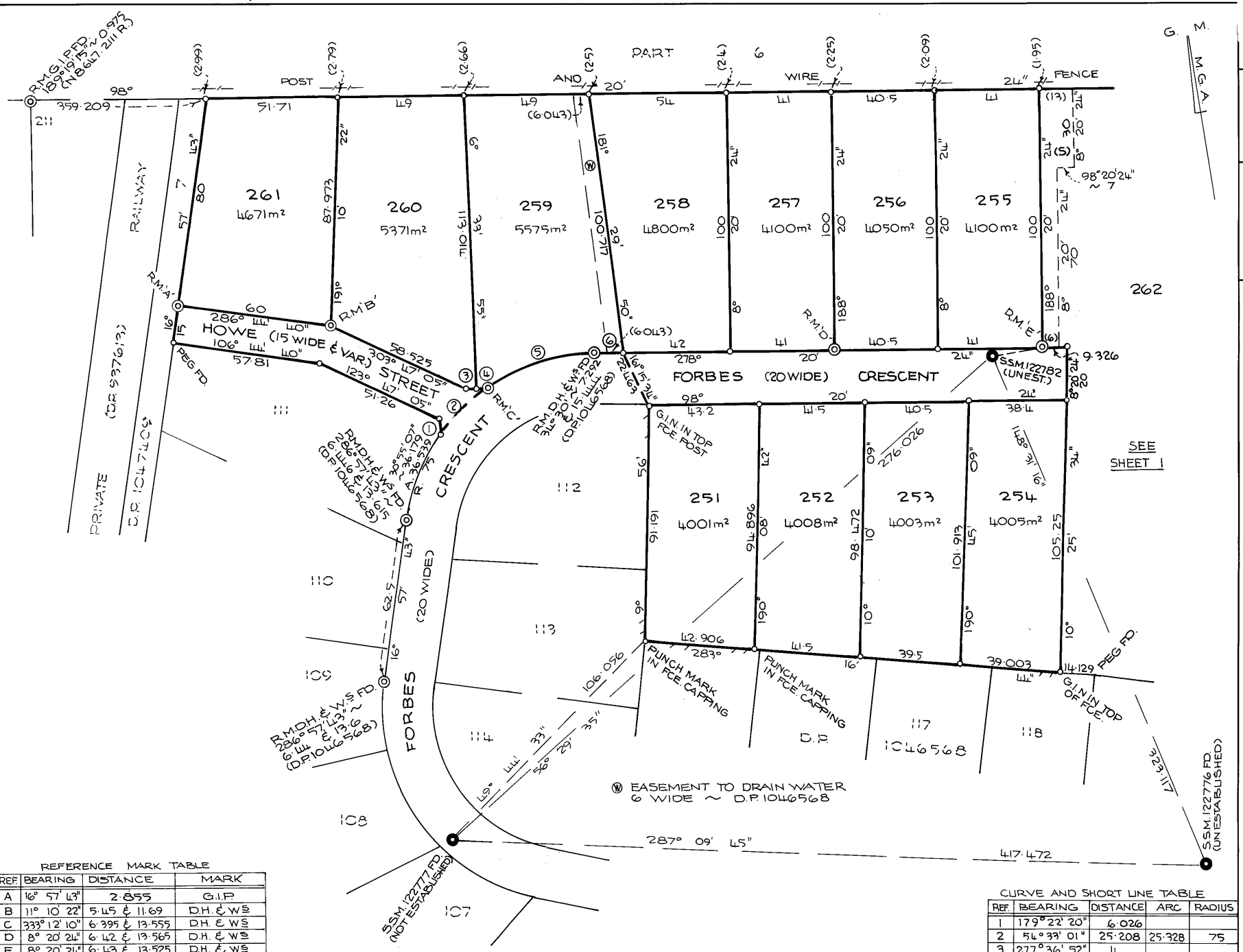
This is sheet 2 of my plan in 3 sheets dated 29 OCTOBER 2004

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 2 sheets covered by my Certificate No. 14/1997/36/2 of NOVEMBER 30, 2004

General Manager/Authorised Person

For use where space is insufficient in any panel on Plan Form 2.




REFERENCE MARK TABLE

| REF. | BEARING | DISTANCE | MARK |
|---|---|---|---|
| A | 16° 57' 43" | 2.855 | G.I.P. |
| B | 11° 10' 22" | 5.45 & 11.69 | D.H. & W.S. |
| C | 333° 12' 10" | 6.395 & 13.555 | D.H. & W.S. |
| D | 8° 20' 24" | 6.42 & 13.565 | D.H. & W.S. |
| E | 8° 20' 24" | 6.43 & 13.525 | D.H. & W.S. |
| | 81° 15' 03" | 22.314 | S.S.M. 122782 |

CURVE AND SHORT LINE TABLE

| REF. | BEARING | DISTANCE | ARC | RADIUS |
|---|---|---|---|---|
| 1 | 179° 22' 20" | 6.026 | | |
| 2 | 54° 33' 01" | 25.208 | 25.328 | 75 |
| 3 | 277° 36' 52" | 4 | | |
| 4 | 277° 36' 52" | 4.161 | | |
| 5 | 261° 16' 57" | 44 | 44.657 | 75 |
| 6 | 278° 20' 24" | 11.274 | | |

Reduction Ratio 1:1000

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: A17613

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**Instrument setting out terms of Easements and Restrictions on Use of Land intended to be created pursuant to Section 88B Conveyancing Act 1919.**



DP1066601

Subdivision of Lot 68 DP1058854 covered by Subdivision Certificate No. 14/1997/36/2

Name and address of Owners of the land:

**Kurri Autos Pty Limited and Anne Lois Adams**
P.O. Box 61
Kurri Kurri NSW 2327

Name and address of Mortgagee of the land

**Maitland Mutual Building Society Limited**
P.O. Box 50
Maitland NSW 2320

## PART 1

| Number of item shown in the intention Panel on the plan | Identity of Easement or Restrictions to be created and referred to in plan | Burdened lots | Benefited lots or Prescribed Authorities |
|---|---|---|---|
| 1 | Easement for sewage pumping station 6 & 13 wide | 262 | Hunter Water Corporation |
| 2 | Restrictions on use of the land | Each lot from 251 to 261 inclusive | Every other lot from 251 to 261 inclusive |

## PART 2

**Terms of Easement numbered 1 in the plan.**

Full and free right of title liberty and licence for the Hunter Water Corporation its successors and assigns TO CONSTRUCT lay maintain repair renew cleanse inspect replace and alter or divert the position of a sewage pumping station sewermains or pipelines for the conveyance of sewage and water, cables or wires to convey electricity either overhead or underground or both with all apparatus and appurtenances thereof in or under the surface of such part of the land described hereinafter as is delineated in the abovementioned plan (hereafter called the servient tenement) and to carry and convey sewage through the said sewage pumping station and for the purposes aforesaid or any of them by its officers servants and/or contractors with or without motor or other vehicles, plant and machinery to enter upon and break open the surface of the servient tenement but subject to a liability to replace the soil and restore the surface of the said servient tenement in a proper and workmanlike manner as son as the operations are completed.

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Plan of Subdivision of Lot 68
DP1058854 covered by Subdivision
Certificate No. 14/1997/36/2

DP1066601

**PART 2 (cont'd)**

AND IT IS HEREBY DECLARED that no building shall be erected nor any structures fences or improvements of any kind shall be placed over or under that part of the lot burdened as is affected by the easement for sewage pumping station 6 and 13 wide delineated in the abovementioned plan except with the prior consent in writing of the Hunter Water Corporation and except in compliance with any conditions which the Hunter Water Corporation may specify in such consent.

**Terms of Restrictions on The Use of Land numbered 2 in the plan.**

a) No dwelling-house, car accommodation, building or other outside structure shall be erected or permitted to be erected or permitted to remain if it were erected: -

   i) From second hand or substandard materials.

   ii) With external walls other than walls of brick and/or brick veneer and/or stone and/or timber provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 30% of the total surface area of the external walls; this shall not prohibit a free standing Colorbond or similar metal garage or storage shed being erected on the lot provided it complies with clause (e) in relation to siting on the land or,

   iii) With roofing cladding of any other material than concrete tiles, clay tiles, bituminous tiles or a pre-finished metal roofing material (e.g. Colorbond or similar).

b) No existing house or relocatable home shall be partly or wholly moved to, placed upon, re-erected upon, re-constructed on or permitted to remain on any lot burdened.

c) No dwelling shall be erected or be permitted to remain erected on any lot burdened, having an overall floor area of less than one hundred and fifty (150) square metres exclusive of car accommodation, external landings, verandahs and patios.

d) All dwelling-houses and any other building shall be set back not less than 10 metres from the front alignment of the Lot and in no case shall any separate buildings be situated closer to the front alignment than the dwelling-house.

e) No lot burdened shall have erected upon it nor shall there be permitted to remain erected on any such lot a garage or carport unless such garage or carport shall be erected either concurrently with the main building on the land or after the main building has been completed.

f) No solar hot water service or storage tank shall be permitted to be located or remain located on any lot burdened unless the solar hot water service and storage tank is located within the building or below the ridge line of the building or externally at ground level on the rear elevation of the building so that it is not visible from the street boundary or road which the building faces.

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DP1066601

Plan of Subdivision of Lot 68
DP1058854 covered by Subdivision
Certificate No. 14/1997/36/2

**PART 2 (cont'd)**

g) No vehicular driveway shall be permitted to remain on any lot burdened unless a permanent driveway not more that 5.5metres wide at the street alignment is constructed, PROVIDED THAT this shall not prohibit a circular type driveway with separate entry and exit being constructed.

h) No motor vehicle, machinery, road plant or equipment of a similar nature having a weight in excess of 3 tonnes shall be permitted to remain on any lot burdened and/or adjacent to any lot in the road reserve other than for the purpose of carrying out of works or the delivery or collection of goods and materials.

i) No building shall be left without substantial work being carried out for longer than one month. Total construction time for erection of a building shall not exceed 12 months.

j) No rubbish shall be allowed to accumulate or be placed upon the land hereby sold. In the event of rubbish accumulating upon the said land or of there being excessive growth of grass or if such grass becomes unsightly or in need of cutting, then A.L. Adams & Kurri Autos Pty Ltd, it agents, employees or workmen shall be at liberty (but shall not be obligated) to cut the said grass or remove such rubbish at any time or from time to time.

k) No sanitary convenience erected or permitted to remain on the land burdened shall be detached or separated from any building erected thereon.

l) No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any or any outbuilding (except building huts required during the course of construction of a dwelling house and only during that construction) shall be used at any time as a dwelling house on any lot burdened.

m) No fence shall be erected along any boundary of any lot burdened unless the same shall be stock-proof fencing comprising new materials.

n) No fence shall be erected on the land burdened to divide it from any adjoining land owned by A.L. Adams & Kurri Autos Pty Ltd without the written consent A.L. Adams & Kurri Autos Pty Ltd but such consent will not be withheld if such fence is erected without expense to A.L. Adams & Kurri Autos Pty Ltd provided that this restriction shall remain in force only during such time as A.L. Adams & Kurri Autos Pty Ltd is the registered proprietor of any land in the Plan of Subdivision or any land immediately adjoining the land in the Plan which ever is the later.

o) (i) No paling fence shall be erected or permitted to remain on any lot burdened provided that:

(a) A lapped and capped timber fence shall not for the purpose of this Clause be deemed to be a paling fence: and

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Plan of Subdivision of Lot 68
DP1058854 covered by Subdivision
Certificate No. 14/1997/36/2

DP1066601

**PART 2 (cont'd)**

(b) Subject to (a) determined by A.L. Adams & Kurri Autos Pty Ltd as to what constitutes a paling fence for the purpose of this clause and as to whether a particular fence or type of fence constructed or proposed to be constructed constitutes a paling fence shall be final and binding.

(ii) No corrugated iron or flat metal sheeting fence shall be erected or permitted to remain on any lot burdened provided that a pre-finished Colour Bond or similar fence having a maximum height of 1.8m shall not for the purpose of this Clause be deemed to be a metal fence.

p) No earth, stone gravel or trees shall be removed or excavated from any Lot burdened except where such removal or excavation is necessary for the erection of a dwelling-house or structure. No lot shall be permitted to be, appear or remain in an excavated or quarried state.

q) No dairy, brick yard, cannery, poultry farm, piggery, market garden, quarry or any other noxious, noise some or offensive occupation trade or business shall be conducted.

r) No run off water from any building, impervious surface or other material or structure laid or constructed on any lot burdened shall be permitted to run outside the boundaries of that lot.

s) No fuel storage tanks (except for household oil and/or household gas for heating purposes) shall be placed upon or permitted to remain on any lot burdened unless the storage tanks are not visible from the road frontage and discreetly positioned to address the visual impacts from the adjoining or adjacent properties.

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

The party whose consent is required to release, vary or modify or enforce these restrictions on use is A.L. Adams and Kurri Autos Pty Limited or other such person or persons, company or companies nominated by A.L. Adams and Kurri Autos Pty Limited under its Common Seal for that purpose for such a period as A.L. Adams and Kurri Autos Pty Limited is the Registered Proprietor of any land in the Plan and if A.L. Adams and Kurri Autos Pty Limited shall no longer be in existence or shall not be the Registered Proprietor of any land comprised in the Plan and their be no such person or persons, company or companies so nominated then the persons having the right to release, vary or modify these restrictions are all of those Registered Proprietors or their assigns of Lots that are wholly or partly within fifty (50) metres of the Lot which is the subject of the release, variation or modification of these Restrictions.

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Plan of Subdivision of Lot 68
DP1058854 covered by Subdivision
Certificate No. 14/1997/36/2

# DP1066601

The Common Seal of **Kurri Autos Pty Limited** was hereto affixed in the presence of:

Common Seal
Kurri Autos Pty. Ltd.
A.C.N. 001 277 890

A L Adams
Director
Anne Lois Adams

James Adams
Director

Signed by **Anne Lois Adams** in the presence of:

A L Adams
Anne Lois Adams

Witness (G.W. Hawke)

MAITLAND MUTUAL BUILDING SOCIETY LIMITED
A.C.N. 087 651 983
Common Seal

The Common Seal of the
**Maitland Mutual Building Society Limited**
was hereto affixed in the presence of:

A. W. Mayo
Director

Secretary

REGISTERED 27-1-2005

A17613.B

# PLANNING CERTIFICATE

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

Info Track
Level 21 Tower 2 200 Barangaroo Avenue

SYDNEY 2000

Applicants Reference
33272-#204073253#

## CERTIFICATE DETAILS

| | |
|---|---|
| Certificate Number: | 2553 |
| Date of Certificate: | 14/08/2026 |

## PROPERTY DETAILS

| | |
|---|---|
| Address: | 77 Forbes Crescent HEDDON GRETA NSW 2321 |
| Title: | LOT: 256 DP: 1066601 |
| Parcel No: | 505085 |

## BACKGROUND INFORMATION

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

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

# PLANNING CERTIFICATE

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

## 1. Names of relevant planning instruments and development control plans

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

### State Environmental Planning Policies

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

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

Chapter 2 _ Standards for residential development _ BASIX

Chapter 3_ Standards for Non-residential development

Chapter 4_ Miscellaneous

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 3 _ Hazardous and offensive development

Chapter 4 _ Remediation of land

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

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 2 _ Infrastructure

Chapter 3 _ Educational establishments and child care facilities

State Environmental Planning Policy (Resources and Energy) 2021

Chapter 2 _Mining, petroleum production and extractive industries

State Environmental Planning Policy (Primary Production) 2021

Chapter 2 _ Primary production and rural development

State Environmental Planning Policy (Planning Systems) 2021

Chapter 2 _ State and regional development

Chapter 4 _ Concurrences and consents

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapter 4 _ Koala habitat protection 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Precincts _ Regional) 2021

Chapter 2 _ State significant precincts

DRAFT SEPP _ Climate Change and Natural Hazards _ Public Exhibition from 17 February, 2026 _ 16 March, 2026.

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

### Local Environmental Plans

Cessnock Local Environmental Plan 2011

## Development Control Plans

Cessnock Development Control Plan 2010

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

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

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

## Draft State Environmental Planning Policies

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

**Draft Planning Proposal for Local Environmental Plan**

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

**Draft Development Control Plan**

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

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

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

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

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

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

57 2025 2 1 _ Draft Cessnock Development Control (DCP) Plan Chapter E3 _ Vineyards District _ Public Exhibition 28 March 2025 - 9 May 2025

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

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

Draft Chapter D8 Temporary Events _ Public Exhibition 30 July 2025 _ 24 August 2025

57 2025 8 1 _ Draft Cessnock Development Control Plan (DCP) Chapter _ Tourist and Visitor Accommodation on Rural Land and Conservation Lands (applies to RU2, C2, C3 and C4 zones) _ Public Exhibition 28 March 2025 _ 9 May 2025

57 2025 10 1 _ Draft Huntlee Stage 2 Development Control Plan DCP _ Public Exhibition 10 April, 2026 to 11 May, 2026

(4) **In this section –**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Zoning and land use under relevant planning instruments

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

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

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

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

R5 Large Lot Residential under the Cessnock Local Environmental Plan 2011

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

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

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

(iii) is prohibited,

R5 Large Lot Residential

1 Permitted without consent

Home occupations

2 Permitted with consent

Bed and breakfast accommodation; Dwelling houses; Extensive agriculture; Horticulture; Neighbourhood shops; Oyster aquaculture; Pond-based aquaculture; Roads; Sewerage systems; Tank-based aquaculture; Water supply systems; Any other development not specified in item 1 or 2

3 Prohibited

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Attached dwellings; Boarding houses; Boat building and repair facilities; Boat launching ramps; Boat sheds; Car parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Freight transport facilities; Function centres; Group homes; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Multi dwelling housing; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential flat buildings; Restricted premises; Rural workers' dwellings; Semi-detached dwellings; Seniors housing; Service stations; Sex services premises; Shop top housing; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Wharf or boating facilities; Wholesale supplies

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

No

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

No

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

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

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

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

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

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

## 3. Contributions

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

Cessnock Section 7.12 Levy Contributions Plan 2017.

Cessnock City Wide Local Infrastructure Contributions Plan 2020.

Housing and Productivity Contributions

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

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

(a) The name of the region, and

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

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

(4) In this section-

***Continued 7.23 determination*** *means a 7.23 determination that-*

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

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

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

No

## 4. Complying development

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

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

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

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

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

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

| | |
|---|---|
| **Housing Code** | Complying Development may not be carried out under the Housing Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code. |
| **Rural housing code** | Complying Development may be carried out on the land under the Rural Housing Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. |
| **Low Rise Housing Diversity Code** | Complying Development may not be carried out under the Low Rise Housing Diversity Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code. |
| **Greenfield Housing Code** | Complying Development may not be carried out under the Greenfield Housing Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code. |
| **Housing Alterations Code** | Complying Development may be carried out on the land under the Housing Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. |
| **General Development Code** (Transitional development under former General Housing Code and related provisions) | Complying Development may be carried out on the land under the General Development Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. |
| **Industrial and Business Alterations Code** | Complying Development may be carried out on the land under the Industrial and Business Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. |
| **Industrial and Business Buildings Code** | Complying Development may not be carried out under the Industrial and Business Buildings Code as the subject land falls within a Local Environmental |

| | |
|---|---|
| | Plan zone that does not meet the requirements of the code. |
| **Container Recycling Facilities Code** | Complying Development may not be carried out under the Container Recycling Facilities Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code. |
| **Subdivisions Code** | Complying Development may be carried out on the land under the Subdivision Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. |
| **Demolition Code** | Complying Development may be carried out on the land under the Demolition Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. |
| **Fire Safety Code** | Complying Development may be carried out on the land under the Fire Safety Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. |
| **Agritourism and Farm Stay Accommodation Code** | Complying Development may not be carried out on the land under the Agritourism and Farm Stay Accommodation Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code. |

## 5. Exempt Development

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

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

| | |
|---|---|
| **Biodiversity Conservation Act 2016 and Fisheries Management Act 1994** | Exempt Development may not be carried out on land that is a declared area of outstanding biodiversity value under the Biodiversity Conservation Act 2016 or declared critical habitat under Part 7A of the Fisheries Management Act 1994 |
| **Wilderness Act 1987** | Exempt Development may not be carried out on land that is, or is part of, a wilderness area (within the meaning of Wilderness Act 1987) |
| **Heritage Act 1977** | Exempt Development may not be carried out on land |

| | |
|---|---|
| | that is, or on which there is, an item that is listed on the State Heritage Register under the Heritage Act 1977, or that is subject to an interim heritage order under that Act |
| **Schedule 4 _ Land included from the General Exempt Development Code** | Exempt Development may be carried out on land that is described or otherwise identified on a map specified in Schedule 4. |
| **Land within 18 kilometres of Siding Spring Observatory** | Exempt Development may not be carried out on Land within 18 kilometres of Siding Spring Observatory |
| **Schedule 11 _ Conditions applying to complying development certificates under the Agritourism and Farm Stay Accommodation Code** | Exempt Development may be carried out on land that is not described or otherwise identified on the Agritourism and Farm Stay Accommodation Exempt and Complying Development map. |

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

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

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

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

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

## 6. Affected building notices and building product rectification orders

(1) Whether the Council is aware that –

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

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

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

(2) In this section –

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

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

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

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

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

## 7. Land reserved for acquisition

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

No

## 8. Road widening and road realignment

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

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

(b) an environmental planning instrument, or

(c) a resolution of the council.

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

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

(b) any environmental planning instrument, or

(c) any resolution of the council.

## 9. Flood related development controls

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

No

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

No

(3) In this section –

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

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

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

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

**Note: Flood Studies**

- Cessnock Citywide Flood Study
- Branxton Flood Level Review WMA Water Final Report
- Floodplain Risk Management Study and Plan Report Cessnock City (Black Creek)

- Hunter River Branxton to Green Rocks Flood Study Final Report
- Wallis and Swamp Creek Flood Study Final Report Volume 1
- Wallis and Swamp Creek Flood Study Final Report Volume 2
- Wollombi Floodplain Risk Management Study & Plan
- Greta Flood Study
- Swamp/Fishery Creek Floodplain Risk Management Study - Final Report

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

(1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of:

**Landslip**
No

**Bushfire**
No

**Tidal Inundation**
No

**Subsidence**
No

**Acid Sulphate Soils**
No

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

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

**Aircraft Noise**
No

**Salinity**
No

**Coastal Hazards**
No

**Sea Level Rise**
No

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

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

(a) by the council, or

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

## 11. Bush fire prone land

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

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

None of the land is bushfire prone land as defined in the Environmental Planning & Assessment Act 1979.

## 12. Loose-fill asbestos insulation

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

No

## 13. Mine subsidence

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

No

## 14. Paper subdivision information

(1) The name of a development plan adopted by a relevant authority that –

(a) applies to the land, or

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

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

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

There is no subdivision order that applies to the land

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

## 15. Property vegetation plans

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

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

## 16. Biodiversity stewardship sites

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

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

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

## 17. Biodiversity certified land

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

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

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

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

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

No

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

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

(2) In this section –

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

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

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

## 20. Western Sydney Aerotropolis

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

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

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

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

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

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

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

## 21. Development consent conditions for seniors housing

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

No

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

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

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

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

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

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

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

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

No

(4) In this section –

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

## 23. Water or sewerage services

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

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

No

## 24. Special entertainment precincts

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

No

## 25. Interim development in future infrastructure corridors

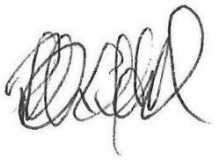
If State Environmental Planning Policy (Transport and Infrastructure) 2021, section 4.7A applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section.

No

# PLANNING CERTIFICATE

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

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



Peter Chrystal
**Director Planning and Environment**

# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SEWER LOCATION DIAGRAM

Enquiries: 1300 657 657

APPLICANT'S DETAILS

N
W E
S

*InfoTrack*

*77 FORBES*

*CLIFTLEIGH NSW*

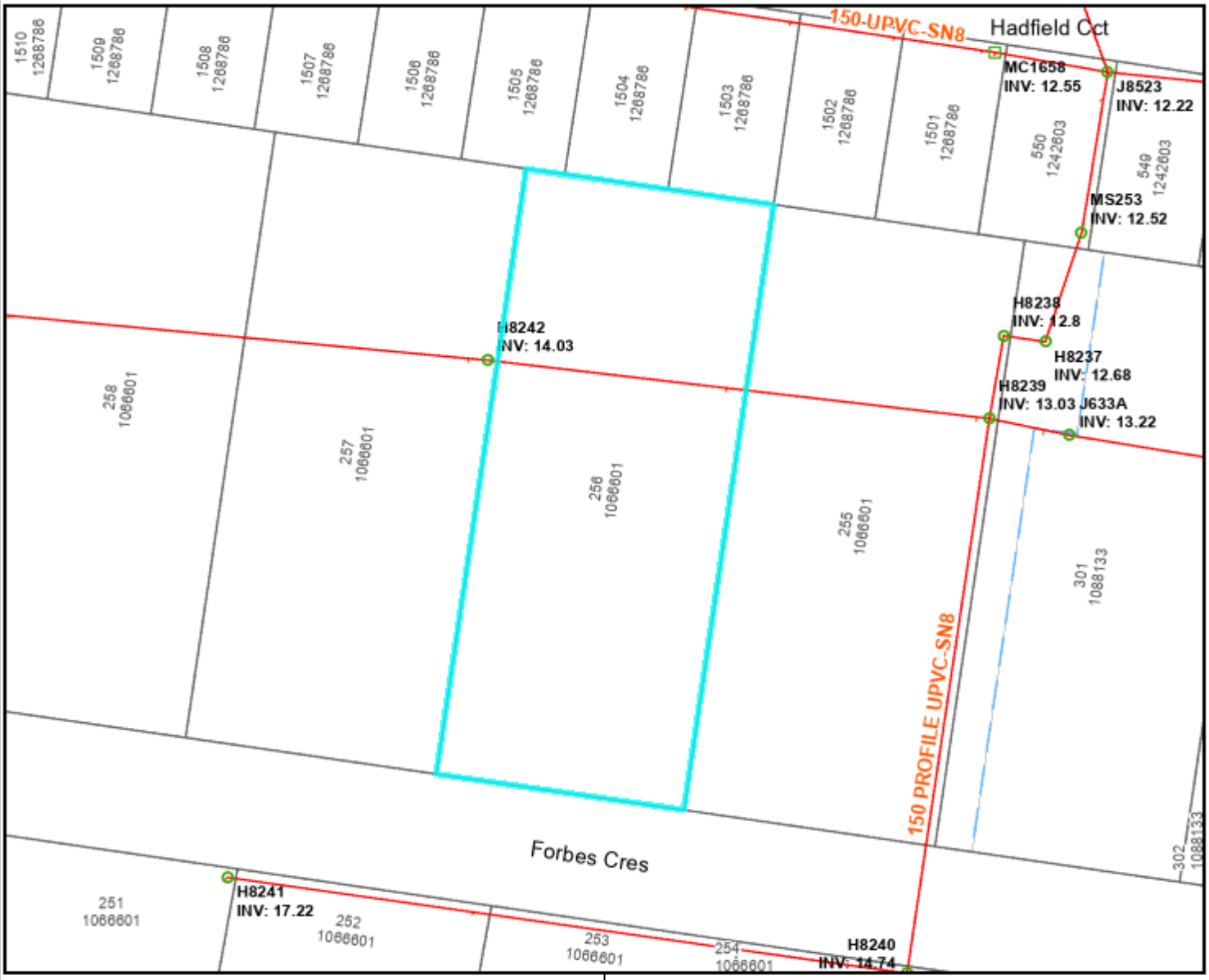
APPLICATION NO.: *2916857*

APPLICANT REF: *M 33272*

RATEABLE PREMISE NO.: *9500120060*

PROPERTY ADDRESS: *77 FORBES CRES HEDDON GRETA 2321*

LOT/SECTION/DP:SP: *256//DP1066601*




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

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

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

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

Date: 13/08/2026

Scale at A4: 1:1,000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SEWER/WATER/RECYCLED WATER UTILITY DATA
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