

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b> vendor's agent	<b>MEANING OF TERM</b> Valley Estate Agents 444a High Street Maitland, NSW 2320	<b>NSW DAN:</b> <b>phone:</b> (02) 4934 1901 <b>email:</b> reception@valleyestateagents.com.au
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co-agent

vendor

vendor's solicitor

**date for completion** 42 days after the contract date (clause 15)  
**land (address, plan details and title reference)** 19D DWYER ST OAKHAMPTON NSW 2320  
 Lot 11 DEPOSITED PLAN 1209385  
 Folio Identifier 11/1209385

**improvements**  VACANT POSSESSION  subject to existing tenancies  
 HOUSE  garage  carport  home unit  carspace  storage space  
 none  other: VACANT LAND

**attached copies**  documents in the List of Documents as marked or as numbered:  
 other documents:

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

**inclusions**

<input type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
<input type="checkbox"/> other: smoke alarm, hot water system			

**exclusions**

**purchaser**

**purchaser's solicitor**

**price deposit balance** \_\_\_\_\_ (10% of the price, unless otherwise stated)

**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."

## SIGNING PAGE

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

**Choices**

- Vendor agrees to accept a **deposit-bond**  NO  yes
- Nominated *Electronic Lodgment Network (ELN)*** (clause 4) PEXA
- 
- Manual transaction** (clause 30)  NO  yes  
(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:

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

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

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract <b>Other</b> <input type="checkbox"/> 60
<b>Home Building Act 1989</b> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <b>Swimming Pools Act 1992</b> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

## ADDITIONAL CONDITIONS

1. *The purchaser warrants that he/she was not introduced to the property or to the vendor by any Real Estate Agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent, if any, specified in the Agreement) and the purchaser indemnifies the vendor against any claim arising out of any such introduction of the purchaser and against all claims and expenses of and incidental to the defence and determination of any such claim made against the vendor. This clause shall not merge on completion.*
  
2. *It is expressly agreed between the purchaser and the vendor that all of the conditions of sale are embodied in this agreement and the vendor shall not be liable to the purchaser for any agreement, stipulation, condition, statement or representation made by any other person or agent acting or purporting to act on behalf of the vendor in relation to the property, its state of repair or suitability for any purpose whatsoever except as expressly set out in this agreement.*
  
3. *The subject property, land and improvements are sold in their present state of repair and no warranty as to their condition is given by the vendor and the purchaser will not raise any requisition or objection or make any claim for compensation on the grounds that there are any defects in any building or structure erected upon the subject property or that any repairs are required thereto.*
  
4. *The purchaser purchases the property, land and improvements in their present state of repair and condition and will not make objection, requisition or claim for compensation in relation thereto. Should a Building Information Certificate under Division 6.7 of the Environment Planning and Assessment Act 1979 be applied for and the local Council refuses to issue such a Certificate or imposes any conditions with which the vendor is unwilling to comply as a pre-requisite to the issue of such Certificate then the purchaser may rescind this agreement but shall not have any other remedies.*
  
5. *Completion shall take place in accordance with the Completion Date set by this Contract. If completion has not taken place on or before such date either party hereto, not being in default hereunder, may give to the other fourteen (14) days notice in writing to complete and such notice shall thereupon make such time or the essence of this agreement. The party to whom such notice is given shall not be entitled to object to the sufficiency or adequacy of such notice and the parties agree that a period of fourteen (14) days is a reasonable and sufficient period.*
  
6. *The purchaser may arrange, at his own expense, to have a meter reading undertaken by the Local Water Authority (where applicable) to ascertain water usage up to the date of completion and the vendor will pay for such water usage to the date of completion.*

*In the alternative, the vendor and the purchaser may agree to adjust the water usage charges on the basis of an estimate of water usage charges calculated in accordance with the average daily consumption for the last meter reading period as advised by the Local Water Authority and such adjustment shall be final and conclusive and no further adjustment of water usage charges shall take place after completion.*

7. *Where:-*

- (a) the vendor is ready, willing and able to execute the assurance of the property and complete this Contract; and*
- (b) the purchaser does not complete this Contract on the completion date appointed on the front page of this Contract then:*
  - a. the vendor may at any time thereafter issue a Notice to Complete making the time for completion of the essence of this Agreement. A period of fourteen (14) days following the date of the service of any such Notice to Complete shall be deemed to be a reasonable time for completion pursuant to any such Notice;*
  - b. the purchaser must pay to the vendor the sum of \$275.00 on account of the additional legal fees incurred by the vendor relative to the delay; and*
  - c. the purchaser must pay to the vendor interest on the purchase price at the rate of seven per cent (7%) per annum calculated from that date to the date of completion.*

*The parties agree that the payments under this clause are made on account of damages, are essential and that the vendor shall not be required to settle unless such amounts are paid on completion.*

*The parties further agree that payments under this clause are without prejudice to the vendor's rights to commence action for breach of contract in respect of any loss sustained out of the purchaser's breach, but such amount shall be taken into account in assessing damage.*

8. *Notwithstanding any other provision of this agreement, if:*

- (a) the deposit agreed to be paid by the purchaser is less than ten per cent (10%) of the purchase price, and*
- (b) the vendor becomes entitled to and the purchaser forfeits the deposit actually paid, the purchaser forthwith upon demand will pay to the vendor the difference between ten per cent (10%) of the purchase price and the amount actually paid to the extent that a full ten per cent (10%) of the purchase price is forfeitable by way of deposit upon default.*
- (c) if the purchaser fails to pay any part of the deposit when due then in addition to any other right, the vendor may recover that part together with interest and indemnity costs in any Court of competent jurisdiction.*

9. *Clause 9.1 is amended by adding the words "including the right to sue the purchaser for the unpaid balance of deposit as a separate claim to Clause 9.3".*

10. *Clause 25.1.1 is amended by the deletion of the word "limited".*

11. *Notwithstanding the provisions of Clause 25.1 should the land be noted as Qualified Title which has lapsed under Section 28M or Section Section 28MA of the Real Property Act 1900 the vendor is not required to serve a proper abstract of title under Clause 25.2.*
12. *For the purposes of this Contract, in particular Clause 5, any requisitions on title are to be in the form attached to this Contract.*
13. *Where a Surveyor's Certificate (or copy thereof) is annexed to this Contract:-*
  - (a) *the vendor does not warrant the accuracy or completeness of the Certificate; 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 matters disclosed or referred to in such certificate.*
14. *This clause applies if the purchaser is a company or association:*
  - 14.1 *The Directors and Secretary of the purchaser, by the execution hereof, guarantee to the vendor the performance by the purchaser of all of the purchaser's obligations under this Contract.*
  - 14.2 *If the purchaser does not comply with the conditions of the Contract the guarantor must pay to the vendor upon demand the damages arising from such breach even if the vendor has not tried to recover payment from the purchaser.*
15. *In this clause "GST" refers to a goods and services tax under a New Tax System (Goods and Services Tax) Act, 1999 ("GST Act") and the terms used have the meanings as defined in the GST Act.*
  - a. *The Vendor is, and has been, occupying the property as a residence and it is residential premises under the GST Act.*
  - b. *The Purchaser agrees, on and after completion of this sale, to use the property predominantly for residential accommodation.*
  - c. *In the event of the Vendor being liable for GST, because of the Purchaser's failure to comply with (b):-*
    - i. *the Purchaser agrees to pay to the Vendor, within fourteen (14) days after the Vendor's liability for GST, on this sale is confirmed by correspondence or an assessment from the Commissioner, the amount of the GST, including any additional penalty and interest;*
    - ii. *the Vendor shall deliver to the Purchaser, as a precondition to such payment, a tax invoice in a form which complies with the GST Act and the regulations.*

16. *Without prejudice to any other rights or remedies which may be available, should either party (or any one of them) prior to completion:-*

*16.1 being a company: resolve to go into liquidation or have an application for its winding up filed or enter into any scheme or arrangement with its creditors, or have a liquidator, receiver, administrator or external manager appointed to it; or*

*16.2 being a natural person: die, become bankrupt, execute a deed of assignment or deed of arrangement, or enter into a composition with creditors;*

*(such events being referred to in this clause as “the Incapacity Event”) then:*

*16.3 the Completion Date for the purpose of this Contract will be altered to be:*

*the later of the Completion Date provided for on the front page of this Contract; and the date being three (3) months from the date of the occurrence of the Incapacity Event.*

*However:*

*16.4 either party (or any one of them or their legal personal representative) may, within 21 days of being notified of the Incapacity Event, rescind this Contract by service of written notice on the other party whereupon the provisions of clause 19 shall apply.*

*Provided however that the provisions of this clause 16.4 do not apply in the event of the death of a vendor if there is a surviving vendor entitled to be registered as to the sole registered proprietor of the property by way of Notice of Death.*

17. *If there is any conflict between these additional conditions and the current edition standard printed clauses of the Contract, these additional conditions shall apply.*

18. *Completion subject to Foreign Investment Review Board (FIRB) approval*

- a. The buyer requires the approval of the FIRB to purchase the property.*
- b. The buyer warrants that an application for approval for it to purchase the property has been lodged with the FIRB.*
- c. The buyer will use its best endeavours to obtain the approval as soon as possible.*
- d. The buyer will keep the seller fully informed of the progress of the buyer’s application and will deliver to the seller copies of all correspondence in connection with the application.*
- e. Completion of this agreement will take place within 21 days from the date the buyer receives notice of approval. If completion does not take place within those 21 days, the seller may serve a notice on the buyer stipulating a date for completion being not less than 14 days after the date of service of that notice. The notice may provide that time is of the essence in respect of the date stipulated for completion. The parties agree that for the purposes of this condition a period of 14 days after service of the notice is a sufficient and reasonable time within which to complete this agreement.*

- f. If the buyer does not provide written notice of the FIRB approval to the seller within 90 days from the date of this agreement, the seller may rescind this agreement.*
- g. If the FIRB notifies the buyer that it will not approve of its purchase of the property, the buyer will immediately notify the seller, whereupon either party may rescind this agreement.*



FOLIO: 11/1209385

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SEARCH DATE	TIME	EDITION NO	DATE
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23/8/2024	1:05 PM	2	9/9/2018

LAND

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LOT 11 IN DEPOSITED PLAN 1209385  
AT OAKHAMPTON  
LOCAL GOVERNMENT AREA MAITLAND  
PARISH OF MAITLAND COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM DP1209385

FIRST SCHEDULE

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SECOND SCHEDULE (11 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1075289 RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 3.66 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP1075289 EASEMENT FOR SERVICES 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1075289 RIGHT OF CARRIAGEWAY 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1075289 RIGHT OF CARRIAGEWAY 2 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1075289 RESTRICTION(S) ON THE USE OF LAND
- 7 AD968513 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
- 8 DP1209385 EASEMENT FOR SERVICES 3.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1209385 EASEMENT TO DRAIN WATER 1.0 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1209385 EASEMENT FOR SERVICES 1.0 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1209385 RIGHT OF CARRIAGEWAY 2.0 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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


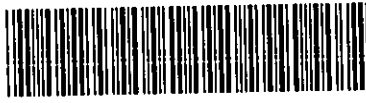
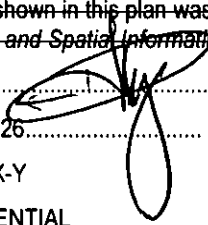


PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET


Sheet 1 of 2 sheet(s)

<p>Registered:  18.6.2015</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p>  <p>DP1209385 S</p> <p>se Only</p>
<p><b>PLAN OF SUBDIVISION OF LOT 1, DP 1075289</b></p>	<p>LGA: MAITLAND</p> <p>Locality: OAKHAMPTON</p> <p>Parish: MAITLAND</p> <p>County: NORTHUMBERLAND</p>
<p><del>Crown Lands NSW/Western Lands Office Approval</del></p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>	<p>Survey Certificate</p> <p>I, RAY DILLEY of SCOTT, CRISP &amp; DILLEY a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><del>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on</del></p> <p>*(b) The part of the land shown in the plan being lots 10 &amp; CONNECTIONS ..... .....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on,..... 22/12/14..... the part not surveyed was compiled in accordance with that Regulation.</p> <p><del>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</del></p> <p>Signature:  Dated: 24/3/15</p> <p>Surveyor ID: 926.....</p> <p>Datum Line: X-Y</p> <p>Type: RESIDENTIAL</p> <p>The terrain is UNDULATING</p> <p>*Strike through if inapplicable. *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>
<p>Subdivision Certificate</p> <p>I, <u>Leanne Harris</u>..... *Authorised Person/<del>General Manager</del>/<del>Accredited Certifier</del>, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <u>Leanne Harris</u>.....</p> <p><del>Accreditation number:</del>.....</p> <p>Consent Authority: <u>Maitland City Council</u>.....</p> <p>Date of endorsement: <u>5.5.15</u>.....</p> <p>Subdivision Certificate number: <u>123030</u>.....</p> <p>File number: <u>DA12 3030</u>.....</p> <p>*Strike through if inapplicable.</p>	<p>Plans used in the preparation of survey</p> <p>DP 1075289</p> <p>DP 1175437</p> <p>DP 229334</p> <p>DP 715134</p> <p>DP 1201574</p> <p>DP 739823</p> <p>If space is insufficient continue on PLAN FORM 6A</p>
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference: 13770DP</p>

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 2 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  18.6.2015</p> <p><b>PLAN OF SUBDIVISION OF LOT 1, DP 1075289</b></p> <p>Subdivision Certificate number: ..... <u>123030</u> .....</p> <p>Date of Endorsement: ..... <u>5.5.15</u> .....</p>	<p style="text-align: right;">Office Use Only</p> <p style="font-size: 2em; text-align: center;"><b>DP1209385</b></p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>• Signatures and seals- see 195D Conveyancing Act 1919</li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
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Lot No.	Street No.	Road Name	Suburb
10	19B	DWYER STREET	OAKHAMPTON
11	N/A	DWYER STREET	OAKHAMPTON

PERSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-64 AS AMENDED.

IT IS INTENDED TO CREATE:-

1. EASEMENT FOR SERVICES 3.5 WIDE (F)
2. EASEMENT TO DRAIN WATER 1.0 WIDE & VARIABLE WIDTH (G)
3. EASEMENT FOR SERVICES 1.0 WIDE & VARIABLE WIDTH (H)
4. RIGHT OF CARRIAGEWAY 2.0 WIDE (I)
5. POSITIVE COVENANT (J)

*W Cant*  
WENDY JOYCE CANT

Mortgagee under Mortgage No. AD968513  
 Signed at ~~rest~~ rest this Monday 18<sup>th</sup> day of May Maitland 2015 for National Australia Bank Limited ABN 12 004 044 937 by Aeresa Coulthard its duly appointed Attorney under Power of Attorney No. 39 Book 4512

5  
 Level Attorney

*CHENK*  
 Witness/Bank Officer LEVICK-ASSOCIATES  
 15 MITCHELL DRIVE  
 GREENHILLS NSW.

If space is insufficient use additional annexure sheet

Surveyor's Reference: 13770DP

**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919<sup>1</sup>**



(Sheet 1 of 3 Sheets)

**DP1209385 B**

an of Subdivision of Lot 1 DP1075289 covered by Subdivision  
artificate No. 123030 dated 5 May, 2015

**Full name and address of owner of the land:** WENDY JOYCE CANT  
54 KINGSLEY DRIVE, BOAT HARBOUR

**Full name and address Of mortgagee of the land:** NATIONAL AUSTRALIA BANK AGN *ABN 12 004 044 937*

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. <sup>2</sup>	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Services 3.5 wide (F)	10	11
2	Easement to Drain Water 1.0 wide and variable width (G)	11	10
3	Easement for Services 1.0 wide and variable width (H)	11	10
4	Right of carriageway 2.0 wide (I)	10	11
5	Positive Covenant (J)	10	11

**PART 2 (Terms)**

- Terms of Easement for Services Numbered 1 in The Plan**  
An Easement for Services within the meaning of Part 11 Schedule 8 of the Conveyancing Act 1919.
- Terms of Easement to Drain Water Numbered 2 in the Plan**  
An Easement to Drain Water in the terms of Part 3 Schedule 8 of the Conveyancing Act 1919.
- Terms of Easement for Services Numbered 3 in the Plan**  
An Easement for Services within the meaning of Part 11 Schedule 8 of the Conveyancing Act 1919.
- Terms of Right of Carriageway Numbered 4 in the Plan**  
Right of Carriageway within the meaning of Part 1 Schedule 8 of the Conveyancing Act 1919.

*Wendy Cant*

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919<sup>1</sup>

(Sheet 2 of 3 Sheets)

DP1209385

an of Subdivision of Lot 1 DP1075289 covered by Subdivision Certificate No. 123030 dated 5 May, 2015

5. **Terms of Positive Covenant Numbered 5 in the Plan**

The registered proprietor of the Lots benefited by the Positive Covenant jointly own and must maintain the electricity works used to convey electricity from the point of supply (as defined in the "Service & Installation Rules of New South Wales – October 2006" as amended from time to time) to that lot except any electricity works which are for the sole benefit or use of a particular Lot.

The costs associated with the electricity works shall include but not be limited to the construction, placement, extension, relocation, repair or maintenance of the electricity works and are to be shared equally between the registered proprietors of the Lots benefited by the Positive Covenant.

Electricity work means any consumer owned mains, poles, pillars, pits and wires which are not the infrastructure of Ausgrid.

The Positive Covenant may not be released, varied or modified without the consent of Ausgrid ABN 606 337 385

**Name of Person or Authority Empowered to Release Vary or Modify the easement to Drain Water 1.0 Wide and Variable Width Numbered 2 in the Plan.**

The Owners of the Lot Burdened and Benefitted and with the consent of the Maitland City Council.

*AL Cant*

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919<sup>1</sup>

(Sheet 3 of 3 Sheets)

DP1209385

in of Subdivision of Lot 1 DP1075289 covered by Subdivision Certificate No. 123030 dated 5 May, 2015

I certify that WENDY JOYCE CANT, the owner, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by WENDY JOYCE CANT, the owner.

Signature of witness

Signature of WENDY JOYCE CANT:

*[Handwritten signature]*  
.....

*[Handwritten signature]*  
.....

Name of witness: *STEPHEN DUDLEY CANT*

Address of witness: *19 MITCHELL DR.  
GREENHILLS NSW*

Mortgagee under Mortgage No. *AD968513*

Signed at *East Maitland* this *Monday* 18<sup>th</sup> day of *May* 2015 for National

Australia Bank Limited, ABN 12 004 044 937

by *Aeresa Cauthard*  
its duly appointed Attorney under Power of Attorney No. 39 Book 4512

*5*

Level

Attorney

*[Handwritten signature]*  
.....  
*CHRYSÉ LEVICK.*

Witness/Bank Officer

ASSOCIATE

*15 MITCHELL DRIVE, GREENHILLS NSW*

REGISTERED



18.6.2015



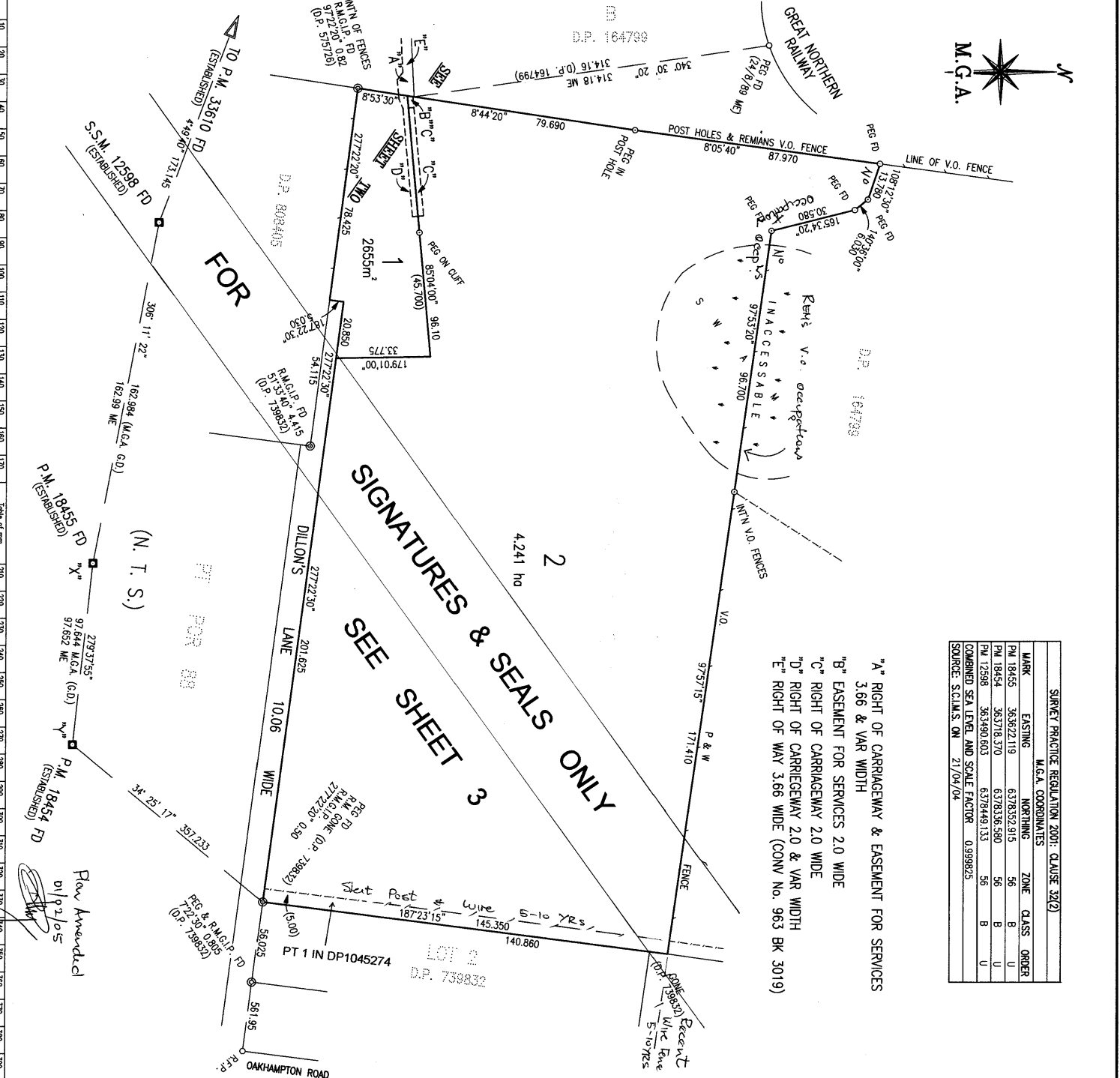
THE COMMON SEAL OF THE TRUSTEES OF THE SISTERS OF SAINT DOMINIC was hereunto offered in pursuance to a Resolution passed at a meeting of the said Body Corporate in the presence of:

*Remond Stearns*  
*Jennifer Bartlett*  
*Rebecca Irvine*



apartment of Land and Water Conservation Approval  
(Authorised Officer) in approving this plan certifies that all necessary approvals in regard to the situation of the land upon which this plan has been given.

Subdivision Certificate  
No. 2A SP 15855  
Date of endorsement: 28.8.2014  
Present Authority: Maitland City Council  
Subdivision Certificate no.: 2A SP 15855  
Date of endorsement: 28.8.2014  
Present Authority: Maitland City Council



SURVEY PRACTICE REGULATION 2001- CLAUSE 3(2)			
MARK	EASTING	NORTHING	ZONE CLASS ORDER
PM 18455	363622.119	6378352.915	B B U
PM 18454	363718.370	6378336.580	B B U
PM 12598	363490.603	6378449.133	B B U
COMBINED SEA LEVEL AND SCALE FACTOR		0.9989825	
SOURCE: S.C.I.M.S. ON 21/04/04			

- "A" RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 3.66 & VAR WIDTH
- "B" EASEMENT FOR SERVICES 2.0 WIDE
- "C" RIGHT OF CARRIAGEWAY 2.0 WIDE
- "D" RIGHT OF CARRIAGEWAY 2.0 & VAR WIDTH
- "E" RIGHT OF WAY 3.66 WIDE (CONV NO. 963 BK 3019)

**DP1075289**

Registered 16.3.2005  
The System: TORRENS  
Purpose: SUBDIVISION  
Ref map: U457224, U457233  
Last Plan: DP1045274

PLAN OF SUBDIVISION OF PART OF DP1045274 AND EASEMENTS OVER LOT 12 IN DP1715134

L G A MAITLAND  
Locality: MAITLAND  
Parish: MAITLAND  
County: NORTHUMBERLAND

This is sheet 1 of my plan in 2 sheets (delete if applicable)

Surveying Regulation 2001  
1. P.O. BOX 55, EAST MAITLAND 2323  
of  
2. P.O. BOX 55, EAST MAITLAND 2323  
that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2001 and was completed on 21/04/04.  
(have specify the land actively surveyed, or specify any land shown in the plan that is not the subject of the survey)  
(Specify any easements or other interests shown in the plan)  
Date: 21/04/04  
Dated: 21/04/04  
Type: Urban/Rural

Plans used in preparation of survey/compilation:  
D.P. 1045274 D.P. 2293334, D.P. 1515134  
D.P. 164799 D.P. 353333  
D.P. 739832 D.P. 1616853

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.

PURSUANT TO SECTION 88B OF THE COMPENSATION ACT 1919-64 AS AMENDED.

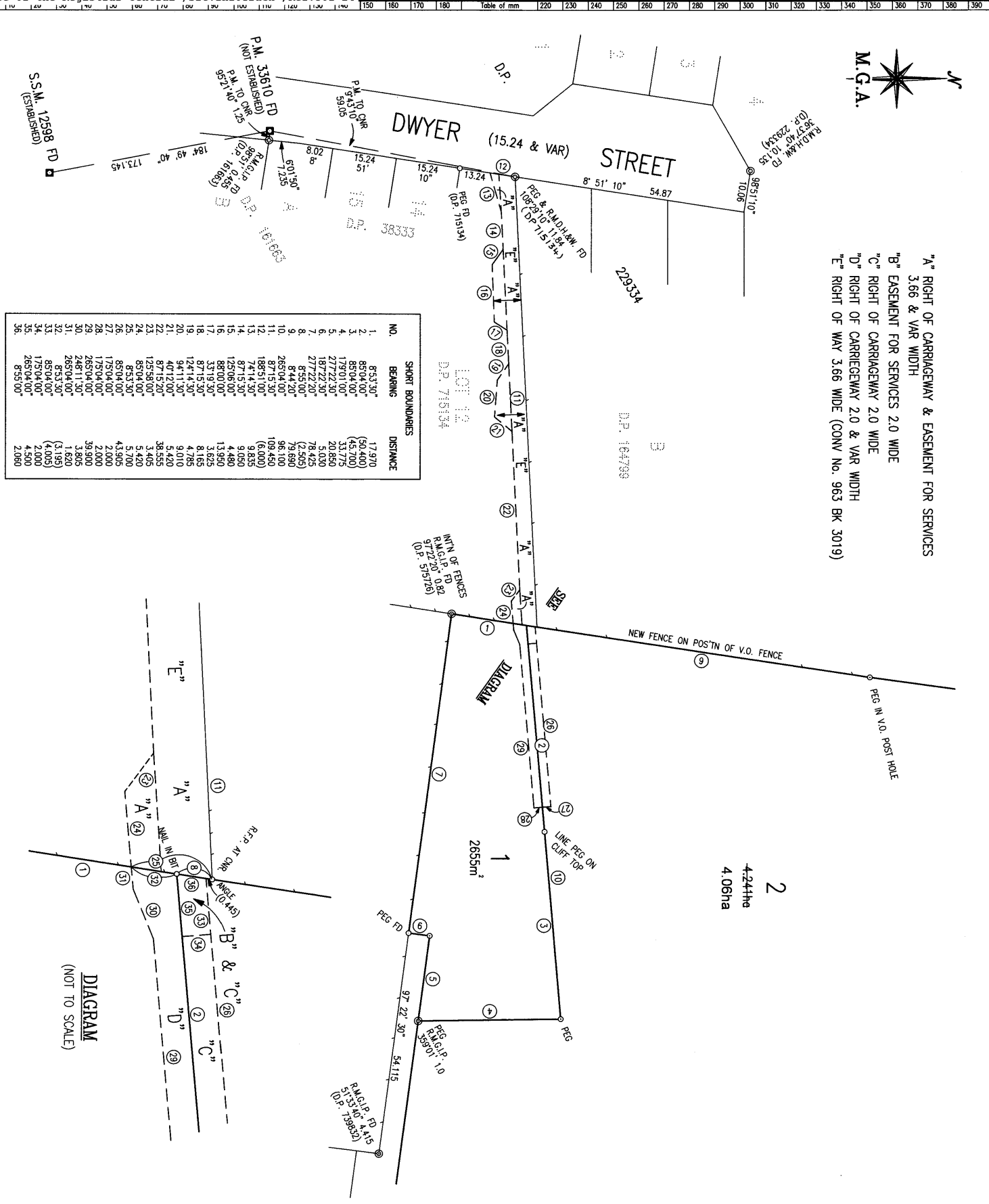
IT IS INTENDED TO CREATE:-

1. RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 3.66 & VAR WIDTH
2. EASEMENT FOR SERVICES 2.0 WIDE
3. RIGHT OF CARRIAGEWAY 2.0 WIDE
4. RIGHT OF CARRIAGEWAY 2.0 WIDE & VAR WIDTH
5. RESTRICTION(S) ON THE USE OF LAND

Plan Drawing only to appear in this space



- "A" RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 3.66 & VAR WIDTH
- "B" EASEMENT FOR SERVICES 2.0 WIDE
- "C" RIGHT OF CARRIAGEWAY 2.0 WIDE
- "D" RIGHT OF WAY 3.66 WIDE (CONV No. 963 BK 3019)
- "E" RIGHT OF WAY 3.66 WIDE (CONV No. 963 BK 3019)



NO.	BEARING	DISTANCE
1.	85°33'00"	17.970
2.	85°04'00"	(50.400)
3.	85°04'00"	(45.700)
4.	179°01'00"	33.775
5.	277°22'30"	20.850
6.	187°22'30"	5.030
7.	277°22'30"	78.425
8.	85°55'00"	(2.505)
9.	8°44'20"	79.690
10.	265°04'00"	96.100
11.	87°15'30"	109.450
12.	188°51'00"	(6.000)
13.	74°14'30"	9.835
14.	87°13'30"	4.460
15.	123°06'00"	13.990
16.	88°10'00"	3.165
17.	87°15'30"	8.125
18.	124°14'30"	4.785
19.	94°11'30"	9.010
20.	40°12'00"	5.420
21.	87°15'30"	38.555
22.	125°58'00"	3.405
23.	125°58'00"	5.420
24.	85°04'00"	5.700
25.	85°33'00"	43.905
26.	85°04'00"	2.000
27.	175°04'00"	2.000
28.	175°04'00"	39.900
29.	265°04'00"	3.805
30.	248°11'30"	1.620
31.	265°04'00"	(3.195)
32.	85°33'00"	(4.005)
33.	85°04'00"	2.000
34.	175°04'00"	4.380
35.	265°04'00"	7.680
36.	85°55'00"	2.000

DIAGRAM (NOT TO SCALE)

DP1075289

Registered 16/3/2005

This is sheet 2 of my plan in 3 sheets dated

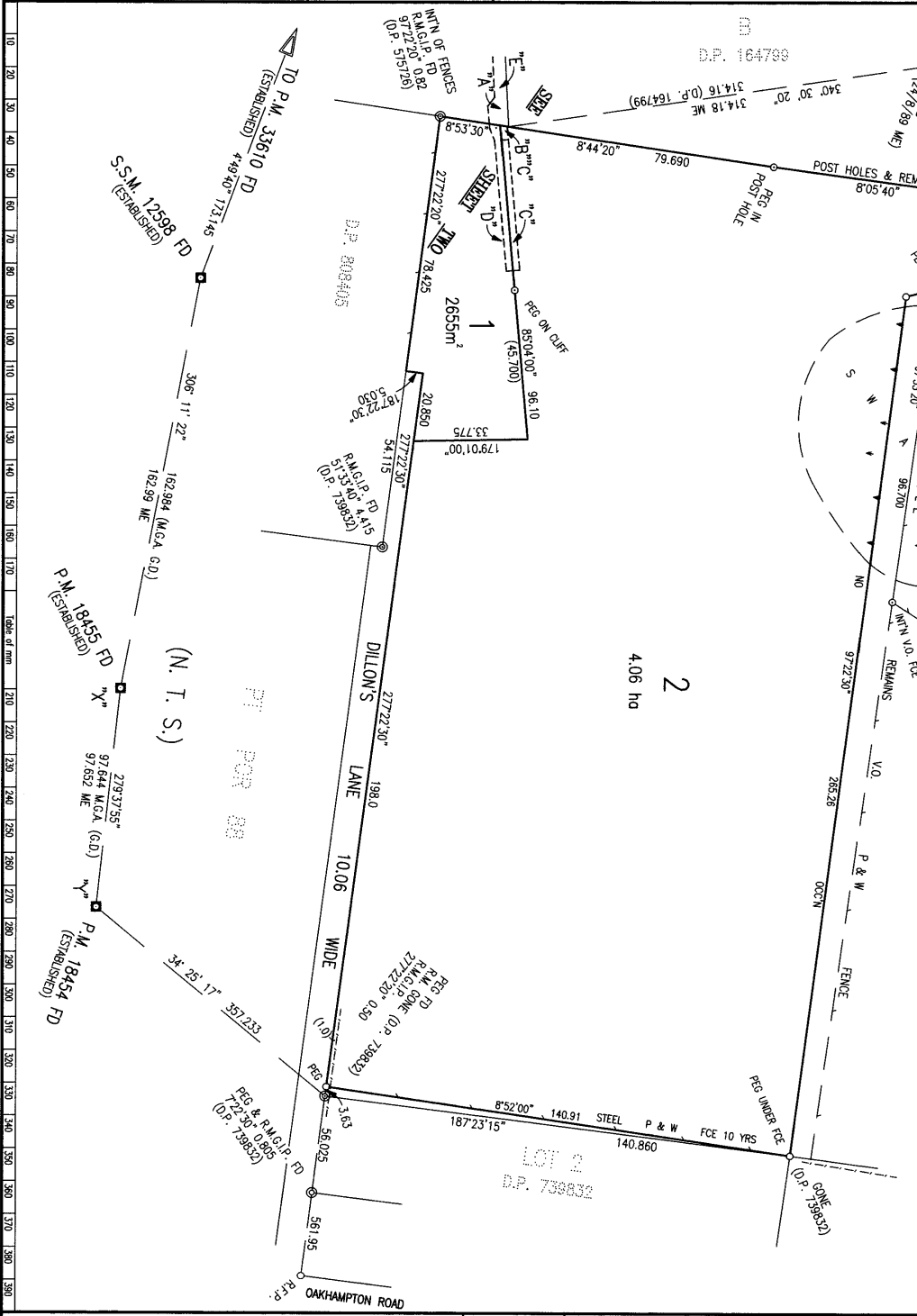
Surveyor's Reference: 10988 (HIGH\13)

Reduction Ratio 1: 600



SURVEYING REGULATION 2001				
M.G.A. COORDINATES				
MARK	EASTING	NORTHING	ZONE	CLASS ORDER
PM 18455	363622.119	6378352.915	56	B U
PM 18454	363718.370	6378356.380	56	B U
PM 12598	363490.603	6378449.133	56	B U
COMBINED SEA LEVEL AND SCALE FACTOR				0.9999825
SOURCE: S.C.I.M.S. ON				21/04/04

- "A" RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 3.66 & VAR WIDTH
- "B" EASEMENT FOR SERVICES 2.0 WIDE
- "C" RIGHT OF CARRIAGEWAY 2.0 WIDE
- "D" RIGHT OF CARRIAGEWAY 2.0 & VAR WIDTH
- "E" RIGHT OF WAY 3.66 WIDE (CONV No. 963 BK 3019)



Department of Land and Water Conservation Approval  
 (Authorised Officer) in approving this plan certifies that the provisions of s.109 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision.  
 Half of necessary approvals in respect to the allocation of the land shown herein have been given.  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Office: \_\_\_\_\_  
 Subdivision Certificate No. \_\_\_\_\_  
 Date of endorsement: 1.3.05  
 Consent Authority: **Northland City Council**  
 Approved Person/General Manager/Authorised Officer: \_\_\_\_\_  
 Date of endorsement: 1.3.05  
 Subdivision Certificate no.: 021858  
 Plan no.: DA 02-1858  
 Note: This plan is to be lodged electronically in Land and Property Information. It should include a signature in an electronic or digital format approved by the Registrar-General.  
 \* Delete whichever is inapplicable  
 SURVEYOR'S REFERENCE: 70988 (H/CH/131)

Registered 16.3.2005  
 The System: TORRENS  
 Purpose: SUBDIVISION  
 Ref map: U4572-22, U4572-23  
 Last Plan: DP1045274

PART OF  
**PLAN OF SUBDIVISION OF LOT 1  
 D.P. 1045274 AND EASEMENTS OVER  
 LOT 12 IN DP715134**

L G A MAITLAND  
 Locality: MAITLAND  
 Parish: MAITLAND  
 County: NORTHUMBERLAND

This is sheet 3 of my plan in \_\_\_\_\_ sheets.  
 (Delete if inapplicable)  
 Surveying Regulation 2001  
**RAYMOND PAUL DILLEY**  
 of P.O. BOX 55 EAST MAITLAND 2323

(Signatures)  
 Datum: **AD63** Date: 23/04/04  
 Datum Code: "X" under the Surveying Act, 2002  
 Type: Urban/Rural  
 Plans used in preparation of survey/compilation:  
 D.P. 1045274 D.P. 229334 D.P.115134  
 D.P. 164799 D.P. 38333  
 D.P. 739832 D.P. 181863  
 PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, to create public easements, restrictions on the use of land or positive covenants.  
**PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-64 AS AMENDED.**  
 IT IS INTENDED TO CREATE:-  
 1. RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 3.66 & VAR WIDTH  
 2. EASEMENT FOR SERVICES 2.0 WIDE  
 3. RIGHT OF CARRIAGEWAY 2.0 WIDE  
 4. RIGHT OF CARRIAGEWAY 2.0 WIDE & VAR WIDTH  
 5. RESTRICTION(S) ON THE USE OF LAND

# DP1075289

## INSTRUMENT SETTING OUT TERMS OF RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

**Lengths are in metres**

**Sheet 1 of 4 Sheets**

**Plan:**

Subdivision of Lot 1 DP 1045274 covered by  
Subdivision Certificate No 021858

**Full name and address of the  
owner of the land:**

**JUNE MARGARET ROBERTS-THOMSON** of  
19A Dwyer Street, Maitland

### **Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Right of carriageway and easement for services 3.66 and var width	Lot 12 DP715134	Lots 1 and 2
2	Easement for services 2 wide	Lot 2	Lot 1
3	Right of carriageway 2 wide	Lot 2	Lot 1
4	Right of carriageway 2 wide and var width	Lot 1	Lot 2
5	Restriction as to user	Lot 1 Lot 2	Lot 2 Lot 1

### **Part 2 (Terms)**

*Note: Where the terms of the easement are defined in the Conveyancing Act 1919, no terms are to be included in Part 2 of the Section 88B Instrument unless the statutory terms are to be modified.*

#### **1. Terms of Right of Carriageway and easement for services 3.66 and var width -**

- A. The owner of each lot benefited and every person who is at any time entitled to an estate or interest in possession in each lot benefited or any part thereof with which the right shall be capable of enjoyment, and every person authorised by that person:-
- (a) may go, pass and repass at all time and for all purposes with or without animals or vehicles or both to and from each lot benefited or any such part thereof:  
PROVIDED THAT the owner of each lot benefited shall be jointly and severally liable for the maintenance and repair of the right of carriageway hereby created.

# DP1075289

**Lengths are in metres**

**Sheet 2 of 4 Sheets**

**Plan:**

Subdivision of Lot 1 DP 1045274 covered by  
Subdivision Certificate No 021858

- (b) use each lot burdened, but only within the site of this easement, to provide domestic services to or from each lot benefited, and
- (c) do anything reasonably necessary for the purpose set out in sub-paragraph (b) above including:
  - entering the lot burdened, and
  - taking anything on to the lot burdened, and
  - carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.

B. In exercising the powers set out in A above the owner of each lot benefited must:

- (a) ensure all work is done properly, and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
- (d) restore the lot burdened as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.

C. For the purposes of the easement set out in subparagraphs A(b) and (c) above, domestic services includes supply of water, gas, electricity, telephone and television and discharge of sewage, sullage and other fluid wastes.

**2. Terms of easement for services 2 wide -**

As set out in terms of easement for services as specified in Part 11 of Section 8 to the Conveyancing Act 1919 as amended.

**3. Terms of right of carriageway 2 wide -**

As set out in terms of right of carriageway as specified in Part 1 of Schedule 8 to the Conveyancing Act 1919 as amended.

**4. Terms of right of carriageway 2 wide and var width -**

As set out in terms of right of carriageway as specified in Part 1 of Schedule 8 to the Conveyancing Act 1919 as amended.

DP1075289

Lengths are in metres

Sheet 3 of 4 Sheets

Plan:

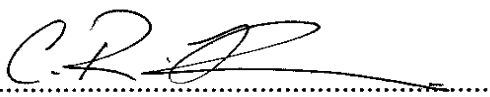
Subdivision of Lot 1 DP 1045274 covered by  
Subdivision Certificate No 021858

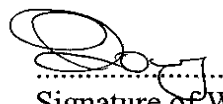
5. Terms of restrictions as to user –

- (a) No fence shall be erected on any lot burdened to divide it from any adjoining land owned by June Margaret Roberts-Thomson without the consent of June Margaret Roberts-Thomson but such consent shall not be withheld if such fence is erected without expense to June Margaret Roberts-Thomson **PROVIDED THAT** this restriction shall remain in force only during such time as June Margaret Roberts-Thomson is the registered proprietor of any land in the Plan of Subdivision.
- (b) No building shall be erected, or shall be permitted to remain if the foot print of the building is not above the 1% AEP flood storm level (at the time of construction) of the adjacent flood plain or watercourse. Any such building shall not be constructed, or be permitted to remain unless all habitable floor levels are constructed a minimum of 500mm above the 1% AEP flood storm level (at the time of construction) of the adjacent flood plain or watercourse.

The person or authority having the power to vary modify or release the restriction as to user in item 5(b) herein shall be Maitland City Council.

SIGNED in my presence by )  
JUNE MARGARET )  
ROBERTS-THOMSON BY HER ) ATTORNEY:  
who is personally known to me: )

  
.....  
JUNE MARGARET ROBERTS-THOMSON  
CRAIG ANDREW ROBERTS-THOMSON  
UNDER POWER OF ATTORNEY  
BOOK 4436 NO. 856

  
.....  
Signature of Witness

POLLY-ANN LOWING.....  
Name of Witness (BLOCK LETTERS)

9 Church St, Maitland, Solicitor .  
Address & Occupation of Witness

# DP1075289

Lengths are in metres

Sheet 4 of 4 Sheets

Plan:

Subdivision of Lot 1 DP 1045274 covered by  
Subdivision Certificate No 021858

**THE COMMON SEAL** of the )  
**TRUSTEES OF THE SISTERS OF** )  
**SAINT DOMINIC** was hereunto affixed )  
in pursuance to a resolution passed at a )  
meeting of the said Body Corporate in the )  
presence of: )



✓ *Rosemary Elenoris*

✗ *Rosemary Kinne*

✗ *Jennifer Geathys*

**Certificate No.:**  
**PC/2024/2811**  
**Certificate Date:** 28/08/2024  
**Fee Paid:** \$174.00  
**Receipt No.:** 1976722  
381-24

**Your Reference:**

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

---

<b>APPLICANT:</b>	Infotrack Pty Ltd  ecertificates@infotrack.com.au
<b>PROPERTY DESCRIPTION:</b>	19D Dwyer Street OAKHAMPTON NSW 2320
<b>PARCEL NUMBER:</b>	62766
<b>LEGAL DESCRIPTION:</b>	Lot 11 DP 1209385

---

**IMPORTANT: Please read this Certificate carefully.**

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

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

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

## **SECTION 10.7(2)**

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

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

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

#### **State Environmental Planning Policies**

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

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

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

#### **Local Environmental Plan (LEP)**

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

#### **Development Control Plan prepared by Council**

Maitland Development Control Plan 2011 applies to the land.

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

#### **Planning Proposal for a Local Environmental Plan**

Council has placed on exhibition the following draft Local Environmental Plan(s) applying to the land:

#### ***DLEP Implementation of Maitland Local Housing and Rural Land Strategies***

1. Introduce new LEP clauses for 'Farm stay accommodation' and 'Farm gate

premises' to support and guide agritourism.

2. Introduce 'Artisan food and drink industry' as a land use 'Permitted with consent' within RU2 Rural Landscape zone.
3. Increase the number of bedrooms allowed for 'bed & breakfast accommodation', under Maitland LEP Clause 5.4
4. Remove 'Mineral Resource Area Map' and related Maitland LEP Clause 7.5 Significant extractive resources
5. Remove 'Caravan parks' from 'Permitted with consent' within RU2 Rural Landscape zone.
6. Introduce the W2 Recreational Waterways zone over the land containing Hunter and Paterson Rivers.
7. Amend the Maitland LEP Clause 4.1A Exceptions to minimum lot sizes in R1 General Residential zone to provide better clarity on permissibility and requirements for development proposals.
8. Introduce 'Secondary dwellings' as a use 'Permitted with consent' within R5 Large Lot Residential zone.
9. Introduce a new LEP clause for 'Essential services'

Detailed information on draft environmental planning instruments is available at the NSW Department of Planning and Environment Current LEP Proposals website; or Maitland City Council's website.

### **Draft Development Control Plans**

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

### **Draft State Environmental Planning Policies**

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

## **ITEM 2 – Zoning and land use under relevant planning instruments**

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

### ***Zone and Land Use Table from Local Environmental Plan***

#### **R1 General Residential**

##### **1 Objectives of zone**

- To provide for the housing needs of the community
- To provide for a variety of housing types and densities
- To enable other land uses that provide facilities or services to meet the day to day needs of residents

##### **2 Permitted without Consent**

Home occupations

### 3 Permitted with Consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Group homes; Home-based child care; Home industries; Hostels; Hotel or motel accommodation; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Serviced apartments; Shop top housing; Tank-based aquaculture; Any other development not specified in item 2 or 4

### 4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; 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; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies.

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

## RU1 Primary Production

### 1 Objectives of zone

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

### 2 Permitted without Consent

Extensive agriculture; Home occupations; Intensive plant agriculture

### 3 Permitted with Consent

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

### 4 Prohibited

Any other development not specified in item 2 or 3.

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

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

For the land zoned R1 General Residential the Maitland LEP 2011 does not contain a development standard specifying the land dimensions required to permit the erection of a dwelling house on the land.

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

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

***Is the land within a conservation area, however described?***

The land IS NOT in a Heritage Conservation Area.

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

The land does NOT contain an item of Environmental Heritage.

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

### ITEM 3 – Contribution plans

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

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

- Maitland S94 Contributions Plan (City Wide) 2006

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

The land IS NOT in a special contributions area.

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

#### **ITEM 4 – Complying Development**

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

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

Complying development under the **Low Rise Medium Density Housing Code** may be carried out on the land. Complying development under the **Greenfield Housing Code** may be carried out on the land, but only if the land is identified on the *Greenfield Housing Code Area Map* issued by the NSW Department of Planning and Environment.

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

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

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

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

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

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

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

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

Complying development under the **Container Recycling Facilities Code** may not be carried out on the land.

**Note:** Despite the above provisions, if only part of a lot is subject to an

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

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

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

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

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

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

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

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

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

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

#### **ITEM 5 – Exempt Development**

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

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

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

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

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

#### **ITEM 6 – Affected building notices and building product rectification orders**

**Whether the council is aware that –**

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

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

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

#### **ITEM 7 - Land Reserved for Acquisition**

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

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

#### **ITEM 8 – Road widening and road realignment**

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

- a) The land is NOT affected by road widening under Division 2 of Part 3 of the

Roads Act 1993.

- b) The land is NOT affected by road widening under any environmental planning instrument
- c) The land is NOT affected by any road-widening or realignment under any resolution of the Council
- d) The land is NOT affected by road-widening or realignment under a resolution of the Council

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

### ITEM 9 – Flood related development controls

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

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

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

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

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

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

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

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

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

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

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

Note in this section –

**adopted policy** means a policy adopted –

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

### **ITEM – 11 Bush fire prone land**

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

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

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

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

### **ITEM – 12 Loose-fill asbestos insulation**

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

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

### **ITEM – 13 Mine subsidence**

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

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

### **ITEM – 14 Paper subdivision information**

There is no development plan that applies to the:

- 1) Land or that is proposed to be subject to a consent ballot

2) There is no subdivision order that applies to the land.

#### **ITEM – 15 Property vegetation plans**

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

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

#### **ITEM – 16 Biodiversity stewardship sites**

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

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

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

#### **ITEM 17 – Biodiversity certified land**

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

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

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

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

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

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

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

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

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

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

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

#### **ITEM 20 – Western Sydney Aerotropolis**

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

#### **ITEM 21 – Development consent conditions for seniors housing**

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

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

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

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

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

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

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

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

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

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

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

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

#### **Contaminated Land**

- a) The land to which this certificate relates is NOT significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.
- b) The land to which this certificate relates is NOT subject to a management order within the meaning of the Contaminated Land Management Act 1997.
- c) The land to which this certificate relates is NOT the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.
- d) The land to which this certificate relates is NOT the subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.
- e) Council has NOT been provided with a site audit statement, within the meaning of the Contaminated Land Management Act 1997, for the land to which this Certificate relates.

#### **PART 2: ADDITIONAL MATTERS PROVIDED PURSUANT TO SECTION 10.7 (5)**

The following information is provided in accordance with section 10.7(5) of the Environmental Planning and Assessment Act 1979. Section 10.7(6) of the Act states that a Council shall not incur any liability in respect of advice provided in good faith pursuant to sub-section 10.7(5). If this information is to be relied upon, it should be independently checked.

#### **1. Development Consent**

Council's records indicate that the land has not had any development consent granted within the five (5) years preceding the date of this certificate.

#### **2. Draft Development Control Plan**

No draft Development Control Plans apply to the land.

#### **3. Suspension of Covenants**

Clause 1.9A in the Maitland LEP 2011 applies to all land within the Maitland Local Government Area. This clause suspends any agreement, covenant or other instrument that restricts the development of land that is permissible under the provisions of the Maitland Local Environmental Plan 2011 to the extent necessary to serve that purpose.

#### **4. Filling of Land**

Earthworks (excavation and filling of land) require development consent. Clause 7.2 in the Maitland LEP 2011 applies to all land within the Maitland Local Government Area. Earthworks (defined as both excavation and filling of land) require development consent of Council unless the works are exempt development, ancillary to other development for which development consent is required or

granted, or considered by Council to be of a minor nature.

## **5. Development in the Vicinity of Heritage Items**

Clause 5.10 in the Maitland LEP 2011 generally applies to all land in the Maitland Local Government Area, where the land is located in the vicinity of a heritage item or heritage conservation area. This Clause requires a consent authority to consider the effect of the proposed development on the heritage significance of the item or area concerned, before granting development consent.

## **6. Other Matters**

There are no other specific matters.

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**Jeff Smith**  
**General Manager**



# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SERVICE LOCATION PLAN

Enquiries: 1300 657 657

### APPLICANT'S DETAILS

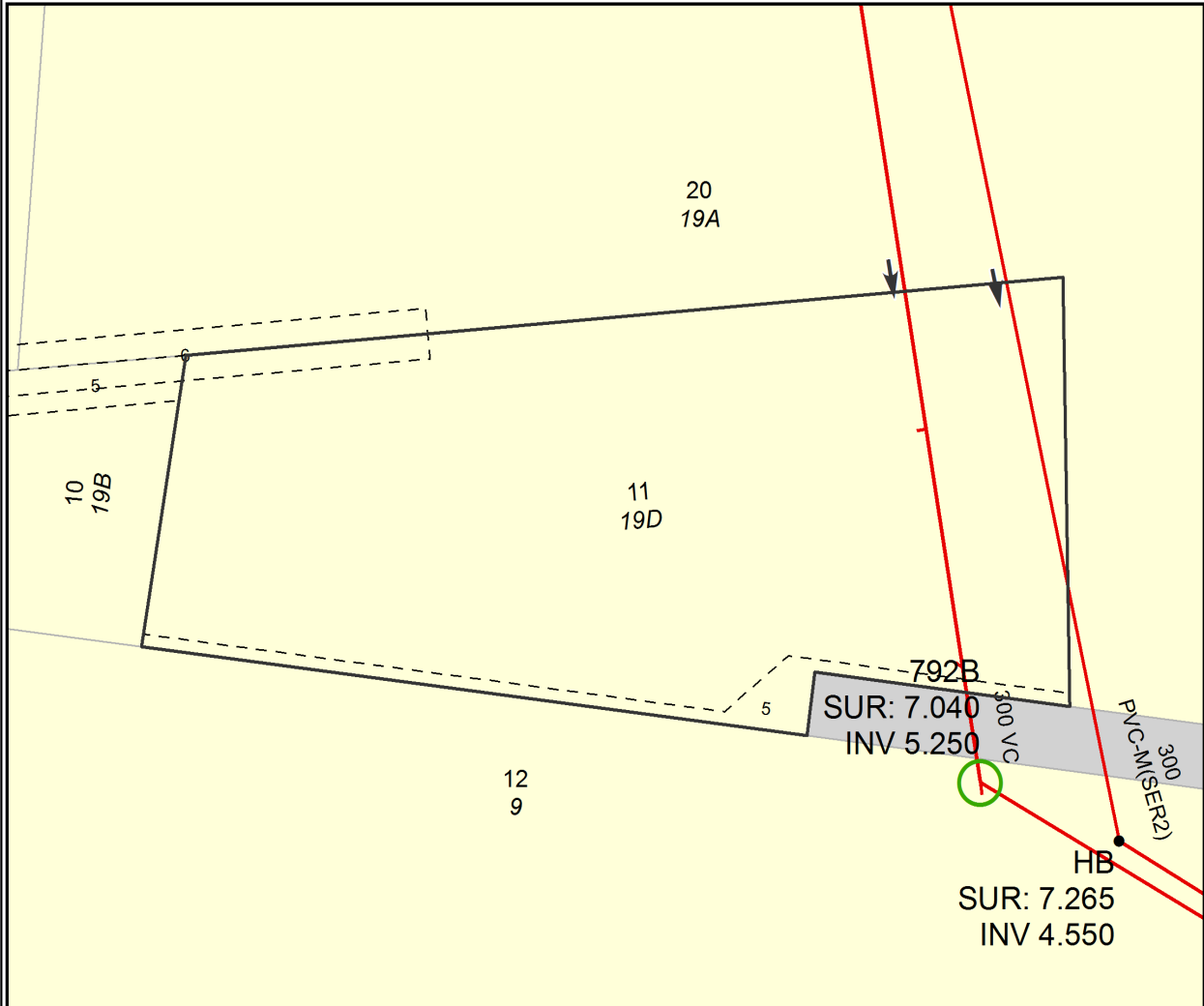


InfoTrack  
19D DWYER  
OAKHAMPTON NSW

APPLICATION NO.: 2370115  
APPLICANT REF: M 381-24  
RATEABLE PREMISE NO.: 2750120573

PROPERTY ADDRESS: 19D DWYER ST OAKHAMPTON 2320

LOT/SECTION/DP:SP: 11//DP 1209385



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: 23/08/2024

Scale at A4: 1:500

CADASTRAL DATA © LPI OF NSW  
CONTOUR DATA © AAMHatch  
© Department of Planning

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

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: .....

Purchaser: .....

Property: .....

Dated: .....

REQUISITIONS		REPLIES (Column 1)	REPLIES (Column 2)
1	Any reply in column 1 should be altered when it is inappropriate or inaccurate in respect of the property or the land included in the transaction between our respective clients, by crossing out the printed reply in column 1 and by furnishing your reply in column 2.		
<b>Possession &amp; Tenancies</b>			
2	Vacant possession of the property must be given on completion unless the Contract provides otherwise.		
3	Is anyone in adverse possession of the property or any part of it?		
4(a)	What are the nature and provisions of any tenancy or occupancy?		
4(b)	If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.		
4(c)	Please specify any existing breaches.		
4(d)	All rent should be paid up to or beyond the date of completion. Please provide details of any bond together with the Rental Bond Board's reference number.		
4(e)	If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.		
4(f)			
5	Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the <i>Landlord and Tenant (Amendment) Act 1948</i> .)		
6	If the tenancy is subject to the <i>Residential Tenancies Act 1987</i> : (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.		
<b>Title</b>			
7	Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.		
8	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.		
9	When and where may the title documents be inspected?		
10	Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.		

	<b>Adjustments</b>		
11	All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.		
12	Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so: (a) to what year has a return been made? (b) what is the land value for land tax purposes for the current year?		
	<b>Survey &amp; Building</b>		
13	Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.		
14	Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.		
15(a)	Have the provisions of the <i>Local Government Act</i> , the <i>Environmental Planning and Assessment Act</i> and their regulations been complied with?		
15(b)	Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?		
15(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.		
15(d)	Has the vendor a Final Occupation Certificate issued un the <i>Environmental Planning and Assessment Act</i> for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.		
15(e)	In respect of any residential building work carried out in the last 7 years: (i) please identify the building work carried out; (ii) when was the building work completed? (iii) please state the builder's name and licence number; (iv) please provide details of insurance under the <i>Home Building Act 1989</i> .		
16.	Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?		
17	If a swimming pool is included in the property: (a) when did construction of the swimming pool commence? (b) is the swimming pool surrounded by a barrier which complies with the requirements of the <i>Swimming Pools Act 1992</i> ? (c) if the swimming pool has been approved under the <i>Local Government Act 1993</i> , please provide details. (d) are there any outstanding notices or orders?		
18	(a) To whom do the boundary fences belong?  (b) Are there any party walls? (c) If the answer to (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 <i>Dividing Fences Act 1991</i> or the <i>Encroachment of Buildings Act 1922</i> ?		
	<b>Affectations</b>		
19	Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?		
20	Is the vendor aware of: (a) any road, drain, sewer or storm water channel which intersects or runs through the land? (b) any dedication to or use by the public of any right of way or other easement over any part of the land? (c) any latent defects in the property?		
21	Has the vendor any notice or knowledge that the property is affected by the following: (a) any resumption or acquisition or proposed resumption or acquisition? (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion. (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser? (d) any sum due to any local or public authority? If so, it must be paid prior to completion. (e) any realignment or proposed realignment of any road adjoining the property? (f) any contamination?		
22(a)	Does the property have the benefit of water, sewerage, drainage, electricity, and telephone services?		
22(b)	If so: (i) do any of the connections for such services pass through any adjoining land? (ii) do any service connections for any other property pass through the property?		
23	Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?		
	<b>Capacity</b>		
24	If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.		
	<b>Requisitions &amp; Transfer</b>		
25	If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.		
26	Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.		
27	The purchaser reserves the right to make further requisitions prior to completion.		
28	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.		
	<b>Certificate Authentication Code</b>		
29	If the vendor has or is entitled to have possession of the title deed, the Certificate Authentication Code must be provided seven (7) days prior to settlement.		

	<b>Settlement Venue</b>		
30	Where is settlement to take place?		

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 8 Vendor's rights and obligations

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

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

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

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

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

### 13 Goods and services tax (GST)

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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

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

## 24 Tenancies

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

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