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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Osborn George** **20A William Street, Raymond Terrace NSW 2324** **Email: gerard.cunningham@osborngeorge.com.au**	**Phone: 0249873571** **Ref: Gerard Cunningham**
co-agent		
vendor		
vendor's solicitor	**JLA Conveyancing** **Unit 3, 20 Sturgeon Street, Raymond Terrace NSW 2324** **PO Box 531, Raymond Terrace NSW 2324** **Email: hello@jlaconveyancing.com.au**	**Phone: (02) 4988 6879** **Ref: ST:260144**
date for completion	**42nd day after the contract date** (clause 15)	
land (address, plan details and title reference)	**84 Peachey Circuit, Karuah NSW 2324** **Lot 211 in Deposited Plan 1117079** **Folio Identifier 211/1117079**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: Pergola.	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	☒ air conditioning	☐ curtains	☒ insect screens	☒ range hood
	☒ blinds	☒ dishwasher	☒ internet/TV receiver	☐ solar panels
	☒ built-in wardrobes	☐ EV charger	☒ light fittings	☐ solar power battery
	☒ ceiling fans	☒ fixed floor coverings	☐ pool equipment	☒ stove
	☒ clothes line	☒ other: Smoke alarm; Auto garage door with remote; TV Wall Bracket main bedroom; Fruit trees; 2 x Garden beds; Shelving in main garage; Water tank with pump.		
exclusions	**Shelving in Garden sheds; All potted plants. LPG Gas Bottles (rented).**			
purchaser				
purchaser's solicitor				
price	$			
deposit	$			(10% of the price, unless otherwise stated)
balance	$			
contract date				(if not stated, the date this contract was made)

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

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

buyer's agent

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

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SIGNING PAGE

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

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Choices

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

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

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

- ☐ 61

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

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

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

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

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

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

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

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Cooling off period (purchaser's rights)

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

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

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

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

3 There is NO COOLING OFF PERIOD—

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

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

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

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

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

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

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by –

2.4.1 giving cash (up to $2,000) to the *depositholder*;

2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or

2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or

2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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

4 Electronic transaction

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

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

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

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

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

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

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

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

the *party* entitled to them.

5 Requisitions

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

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

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

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

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

6 Error or misdescription

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

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

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

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

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

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

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

9 Purchaser's default

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

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

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

9.2.1 for 12 months after the *termination*; or

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

9.3 sue the purchaser either –

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

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

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

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

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

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

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

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

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

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

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

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

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

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

12.2 to apply (if necessary in the name of the vendor) for –

12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or

12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

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

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13 Goods and services tax (GST)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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14 Adjustments

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

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

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

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

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

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

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

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

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

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

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

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

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

15 Date for completion

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

16 Completion

● Vendor

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

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

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

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

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

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

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

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

16.7 On completion the deposit belongs to the vendor.

17 Possession

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

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

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

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

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

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18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

● Notices, certificates and inspections

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

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

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

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

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

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

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

● Meetings of the owners corporation

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

24 Tenancies

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

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

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

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

24.4.1 the vendor must allow or transfer –

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

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

24.4.3 the vendor must give to the purchaser –

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

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

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

25 Qualified title, limited title and old system title

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

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

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

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

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

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

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

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

25.5 An abstract of title –

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

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

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

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

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

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

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

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

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

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

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

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

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

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

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

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

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26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

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

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

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32 Residential off the plan contract

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

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

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

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

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

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33. Alterations to the printed form of *2026 NSW Contract for Sale of Land*

33.1 Clause 7.1.1 is amended by deleting '5%' and replacing with '$1.00'.

33.2 Clause 18 is amended by including additional Clause 18.8 '*The purchaser cannot make a claim, requisition, objection or delay completion after entering into possession of the property'*.

33.3 Clause 25 is amended as follows:

33.3.1 Delete the words '*qualified, limited'* in Clause 25.1.1.

33.3.2 Delete the words '7 days' and replace with '21 days' in Clause 25.2.

33.3.3 Delete Clause 25.7 in its entirety.

33.4 Clauses 23.13 and 23.14 are deleted and the Purchaser has the Vendor's express authority to make application for the required Certificate.

33.5 Should there be any inconsistency between the 2026 NSW Contract for Sale of Land Clause, pages 1 to 21 inclusive, and these additional Special Conditions, then it is expressly agreed by the parties that these additional Special Conditions shall apply with regard to any such inconsistency.

33.6 In the event there are Clauses or Conditions which are void or voidable, then the Vendor shall be entitled to nominate in writing to the Purchaser's legal representative that such Clauses or Conditions may be severed from the Contract for Sale and such severance shall not affect the validity or enforceability of the remaining Clauses in this Contract for Sale. This Clause shall not merge on completion.

34. Agreement between Vendor and Purchaser

34.1 The Purchaser agrees and acknowledges that this Contract for Sale constitutes the entire agreement between the Vendor and Purchaser.

34.2 The Purchaser agrees and acknowledges that they enter this Contract for Sale not relying upon any advertisement, agreement, brochure, condition, stipulation, statement, warranty or representation made to them by, or on behalf of, the Vendor whatsoever, except as expressly set out in this Contract for Sale.

35. Completion

35.1 Completion shall take place on the Completion Date as nominated on the front page of the Contract for Sale, being no later than 5pm AEST on that day.

35.2 In the event completion has not taken place on the Completion Date as referred to the on the front page of this Contract for Sale, then either party hereto, not being in default hereunder, shall be entitled to serve on the defaulting party a Notice to Complete making time of the essence.

35.3 The parties agree that fourteen (14) days shall be reasonable for the purposes of the Notice to Complete as referred to in Special Condition 35.2 above.

35.4 In the event the Vendor serves a Notice to Complete upon the Purchaser, the Vendor shall be entitled to claim an amount of $400.00 exclusive of GST for the Vendor's further legal expenses of issuing such Notice. Such amount shall be paid to the Vendor on settlement, which will form an essential term of this Contract.

36. Death, Mental Incapacity or Bankruptcy of parties

36.1 Notwithstanding and without negating, restricting or limiting those rights which would have been available to the Vendor and/or Purchaser at Law or in Equity, if either party, or any one or more of them, shall:

36.1.1 Die; or

36.1.2 Become mentally incapacitated, as defined by the *Mental Health Act,* after entering into this Contract for Sale;

then, either party may, by notice in writing to the other party's legal representative as nominated on this Contract for Sale, rescind this Contract, whereupon the provisions of Clause 19 shall apply.

36.2 Should the Purchaser be declared bankrupt or enter into any scheme or make any assignment of their estate for the benefit of creditors, then the Vendor shall be entitled to rescind this Contract for Sale, whereupon the provisions of Clause 19 shall apply.

36.3 In the event the Purchaser is a company, should the company resolve to go into liquidation or be subject to a petition for the company to be wound up; or should a liquidator, receiver or official manager be appointed with respect of such resolution for liquidation or winding up, then the Purchaser Company shall be deemed to be in default hereunder and the Vendor shall be at liberty to exercise all or any of its rights conferred under this Contract for Sale, notwithstanding the Vendors rights under any Guarantor clause.

37. Deposit if Contract exchanged subject to Section 66S of the Conveyancing Act, 1919 (Cooling-off period)

37.1 Should the parties agree that on the making of this Contract that the deposit may be paid by instalments, then notwithstanding any other provision of this Contract, the Purchaser shall pay the deposit by instalments as follows:

37.1.1 A sum being 0.25% of the purchase price to be paid on or before the date of this Contract;

37.1.2 A sum being the remainder of the ten per cent (10%) deposit, to be paid on or before the expiration of the cooling- off period in accordance with clauses 2.1 and 2.2 of the printed Contract;

37.2 The parties hereto acknowledge that the agreement to pay the deposit by instalments is part of the consideration for this Contract.

38. Deposit by Instalments

38.1 The Purchaser acknowledges that the deposit payable hereunder is ten per cent (10%) of the purchase price. If the Vendor on the making of this Contract expressly agrees, upon request by the Purchaser, that the deposit may be paid by instalments, then notwithstanding any other provision of this Contract, the Purchaser shall pay the deposit by instalments as follows:

38.1.2 the sum equivalent to five per cent (5%) of the purchase price is to be paid on or before the date of this Contract for Sale in accordance with the provisions of 2.1 and 2.2 of the printed Contract; and

38.1.3 the balance of the deposit on or before completion of this Contract and the provisions of clause 2.3 shall apply.

38.2 The parties hereto acknowledge that the agreement to pay the deposit by instalments is part of the consideration for this Contract.

38.3 If the Purchaser commits a breach entitling the Vendor to terminate this Contract for Sale, then the whole of the ten (10%) deposit as stipulated on the front page of this Contract for Sale will become immediately due and payable to the Vendor, notwithstanding this Contract is not completed.

38.4 The Vendor shall be entitled to sue the Purchaser for recovery for so much of the ten per cent (10%) deposit which remains outstanding and payable by the Purchaser.

38.5 This Clause shall not merge on completion.

39. Electronic Signatures & Alterations

39.1 The parties acknowledge that in the event signatures which are photocopies, facsimile, email or any other electronic signature are used by either the Vendor or the Purchaser, then such electronic signature is acceptable for the purposes of exchange of Contracts.

39.2 The parties cannot make any claim, objection, requisition, delay completion, rescind or terminate this Contract for Sale due to the provisions of this Clause 39.

39.3 The parties hereby agree to be bound to any amendment or alteration made to this Contract for Sale, made on their behalf by their legal representative.

40. Interest for Delayed Completion

40.1 If the Purchaser fails to complete this Contract by the completion date, then, and without prejudice to all other remedies and causes of action available to the Vendor, the Purchaser shall be obliged to pay to the Vendor on completion, in addition to the balance of the purchase monies, an amount calculated at eight per cent (8%) per annum interest on the purchase price.

40.2 Such interest shall be calculated on a daily rate, payable from the completion date up to and including the actual date of completion.

40.3 It is an essential term of this Contract for Sale that such interest be paid to the Vendor, in the event the Vendor is entitled to same, due to the failure by the Purchaser to complete this Contract for Sale on the completion date.

41. Requests by Purchaser

41.1 Should the parties agree that a cooling-off period or finance clause will apply to this Contract and the Purchaser requests an extension of time for such period or clause, following an exchange of Contracts, then, the Purchaser shall pay a fee of $180.00 inclusive of GST to the Vendor's Conveyancer being for the Vendor's additional legal costs incurred as a result of the Purchaser's request, made for the Purchaser's benefit.

41.2 Should the Purchaser request any change to the Completion Date following the exchange of Contracts, or make a request for early access, then the Purchaser shall pay a fee of $200.00 inclusive of GST to the Vendor's Conveyancer, being for the Vendor's additional legal costs incurred as a result of such request, made by and for the Purchaser's benefit.

42. Present State of Condition & Repair and Inclusions

42.1 The property, land and improvements subject to this Contract for Sale and all inclusions and fixtures are sold to the Purchaser in their current state of condition and repair, with all defects both latent and patent, subject to any contamination, dilapidation and/or infestation, subject to any non-compliance and/or any breach of Council Planning Regulations, Council Development Control Plans, State Planning Legislation, Australian Building Codes, Restrictions or Covenants, Landscape and/or Design Guidelines or Design Review Committee approval processes. The Purchaser acknowledges they have made and rely upon their own inquiries, investigations and have satisfied themselves as to the property, land and improvements prior to entering this Contract for Sale and shall not be entitled to call upon the Vendor to carry out any works, repairs or maintenance whatsoever to the property, the improvements or the inclusions or fixtures.

42.2 The Purchaser acknowledges none of the inclusions, unless otherwise stated, are new. Further, the Purchaser accepts the said inclusions on the date on which the Purchaser is entitled to possession of the property in their current state of condition and repair, with allowance for reasonable wear and tear. The Vendor shall not be held liable or responsible for

the mechanical breakdown of any inclusions between the date of this Contract for Sale and the date upon which the Purchaser takes possession or ownership of the property.

42.3 The Purchaser will accept the property on settlement, or at the time of taking possession, with any in-situ hooks, stickers, minor cosmetic damage or change or other non-structural wear and tear.

42.4 The Purchaser cannot make a claim, objection, requisition, claim or delay completion or rescind or terminate this Contract if at any time prior to the completion date:

42.4.1 If it is found that the existing fences or improvements are encroaching any boundaries.

42.4.2 If it is found there are any boundary or fencing encroachments, illegal building works or illegal structures by or upon the land subject to this Contract for Sale.

42.4.3 In relation to the services available to the property including but not limited to electricity, telephone, gas and sewer and/or on-site sewage service or the unavailability, working condition or illegal installation of any such services.

42.4.4 In relation to any posts, fittings, fixtures that pass over, through or on the land subject to this Contract for Sale and/or any easements in respect thereof, or, the absence of any such easements.

42.4.5 If it is found that the property subject to this Contract for Sale is affected by the presence, history or location of Aboriginal Artefacts or Aboriginal Objects, whether latent or patent.

43. Requisitions on Title

43.1 The Purchaser agrees the form of Requisitions on Title which they are entitled to raise pursuant to Clause 5 of this Contract for Sale shall be in the form as annexed to this Contract for Sale.

44. Settlement

44.1 In the event that the Vendors require the balance deposit funds to be made available on settlement within the PEXA Workspace, the Purchaser's legal representative hereby irrevocably authorises the deposit holder to transfer the balance deposit funds to the Trust Account of the Vendor's Conveyancers Law Agent for use by the Vendor at completion, upon receipt of a written notification from the Vendor's Conveyancer. No further written authority is required from the Purchaser's legal representative, relying on this Clause 44.

44.2 The Purchaser's legal representative is required to submit their Settlement Adjustment Sheet and copies of their supporting Rates Certificates upon the Vendor's Conveyancer not less than 7 business days prior to the Completion Date. In the event the Purchaser's legal representative fails to provide the Settlement Adjustment Sheet at least 7 business days prior to the Completion Date, then the Vendor shall be entitled to include an allowance in the Vendor's favour for an amount of $250.00 inclusive of GST, being for late submission of the Settlement Adjustment Sheet.

45. Vendor's Real Estate Agent

45.1 The Purchaser warrants that they were not introduced to the property subject to this Contract for Sale by a Real Estate Agent other than that Agent, if any, as disclosed on the front page of the Contract for Sale and referred to as 'Vendor's Agent'.

45.2 The Purchaser will indemnify the Vendor against any claim for commission, costs and including the Vendor's costs of defending any claim that may be brought against the Vendor by an Agent asserting they introduced the Purchaser to the property.

45.3 This clause shall not merge on completion.

46. **Guarantee for Corporate Purchaser**

46.1 In the event that the Purchaser nominated on the front page of this Contract for Sale is a corporation, company or entity, then the Directors, as registered with ASIC as at the date of this Contract for Sale, will individually and personally be held as a Guarantor under this Contract for Sale, hereinafter referred to as 'Guarantor(s)'.

46.2 The Guarantor(s) acknowledge that the Vendor has entered into this Contract with the Purchaser at their request, and warrant:

(a) that the Purchaser is duly incorporated and registered as a corporation under all applicable laws; and

(b) they are a Director of the Purchaser.

(c) If there is any Trust associated with the Purchaser, the Purchaser warrants it is the sole Truste and no action has been taken to remove or replace it and the Purchaser has power and authority to perform its obligations under this Contract.

46.3 The Guarantor(s) jointly and severally guarantee to the Vendor that the Purchaser will carry out and perform all and any of its obligations under this Contract, including payment of the Purchase Price and any other amounts due, payable or owing under this Contract for Sale.

46.4 The Guarantor(s) unconditionally and irrevocably indemnify the Vendor from and against all losses, damages, liability or expense suffered or incurred by the Vendor as a result of the Purchaser's failure to comply with its obligations under this Contract, and/or as a result of any money not being recoverable from the Guarantor(s) or from the Purchaser because of any circumstances whatsoever, and it is not necessary for the Vendor to incur any expense or make any payment before enforcing the right of indemnity.

46.5 The Guarantor(s) agree to pay or reimburse the Vendor on demand for the Vendor's costs, charges and expenses in making, enforcing and doing anything in connect with the guarantee and indemnity under this clause, including legal costs.

46.6 The guarantee and indemnity given in this clause is a continuing guarantee and a continuing indemnity and will not be abrogated, prejudiced or discharged by any waiver, act or omission by the Vendor or any other matter or thing.

46.7 This clause is an essential term of this Contract for Sale and this clause shall not merge on completion.

47. Vendor Disclosure

47.1 The Vendors disclose that the "Pergola works" completed by the predecessors on title was completed without council approval. The Vendors are unaware whether such works did or did not require council approval.

47.2 The Purchasers acknowledge and accept that this disclosure by the Vendors is sufficient disclosure for the purpose of Section 52A of the *Conveyancing Act, 1919* as amended and the *Conveyancing (Sale of Land) Regulation 2017*.

47.3 The Purchasers agree and acknowledge that they shall take title subject thereto and shall not be entitled to rescind this agreement, make any objection, requisition or claim for compensation in respect of matters disclosed herein and shall not be entitled to delay completion of this Contract for Sale due to the disclosures made herein and/or the failure of the local Council to issue a satisfactory Building Certificate as a result of any of the matters disclosed herein.

48. **Christmas & New Year Closure**

48.1 In the event this Contract for Sale has a cooling-off period which falls between 5.01pm Friday 18th December 2026 and 5pm on Monday 11th January 2027, then the parties agree such cooling-off period is extended until 4pm on Tuesday 12th January 2027.

48.2 In the event this Contract for Sale has a completion date which is to occur on the date of or after Friday 18th December 2026 and Monday 11th January 2027, then the parties agree that such completion date is set as Wednesday 13th January 2027.

48.3 In the event either party serves a Notice to Complete which specifies a date for completion which falls after 5pm on Friday 18th December 2026 and Monday 11th January 2027, then the parties agree such completion date nominated under the Notice to Complete is varied and agreed for 2.30pm on Wednesday 13h January 2027.

48.3.1 In the event the Vendor serves a Notice to Complete on the Purchaser and Special Condition 48.3 is to apply, then the Vendor shall be entitled to interest charges for delayed settlement in accordance with Special Condition 40 for each and every day completion of the sale is delayed, including interest being charged for the period between Friday 18th December 2026 and Tuesday 12th January 2027.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Possession and tenancies

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

Title

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

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
    (a) to what year has a return been made?
    (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
    (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
    (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
    (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
    (e) In respect of any residential building work carried out in the last 7 years:
        (i) please identify the building work carried out;
        (ii) when was the building work completed?
        (iii) please state the builder's name and licence number;
        (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the property:
    (a) when did construction of the swimming pool commence?
    (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?

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(c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
(d) are there any outstanding notices or orders?

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

Affectations

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

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

21. Has the vendor any notice or knowledge that the property is affected by the following:
(a) any resumption or acquisition or proposed resumption or acquisition?
(b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
(c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
(d) any sum due to any local or public authority? If so, it must be paid prior to completion.
(e) any realignment or proposed realignment of any road adjoining the property?
(f) any contamination?

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

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

Capacity

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

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.

26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.

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

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

29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

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Information Provided Through Triconvey2 (Reseller) Ph. 1300 064 452

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 211/1117079

SEARCH DATE	TIME	EDITION NO	DATE
13/7/2026	12:03 PM	6	23/4/2024

LAND

LOT 211 IN DEPOSITED PLAN 1117079
AT KARUAH
LOCAL GOVERNMENT AREA PORT STEPHENS
PARISH OF TAREAN COUNTY OF GLOUCESTER
TITLE DIAGRAM DP1117079

FIRST SCHEDULE

(T AU8605)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2 DP1079764 RESTRICTION(S) ON THE USE OF LAND AS REFERRED TO AND NUMBERED (2) IN THE SECTION 88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* Entries preceded by an asterisk do not appear on the former Certificate of Title abolished in 2021 or the current edition of Water Access Licence Certificate. Warning: the

information appearing under notations has not been formally recorded in the Register.

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Received: 13/07/2026 12:03:09

PLAN FORM 2 (APPROVED FORM 3) — Plan Drawing only to appear in this space — *OFFICE USE ONLY

SIGNATURES, AND SEALS ONLY.

SIGNED SEALED AND DELIVERED for and on behalf of EnergyAustralia by GRANT KENNETH GREENE-SMITH its duly constituted Attorney pursuant to Power of Attorney registered Book 4476 No. 983 — Attorney — Witness

KARUAH ONE PTY LIMITED A.C.N. 100 613 321 Common Seal

BUNCLAR MEDWAY CM A.C.N. 096 631 100 BY ITS ATTORNEY, MARK CHARLES ROSS WHO CERTIFIES THAT THEY ARE A DULY ELECTED ATTORNEY PURSUANT TO POWER OF ATTORNEY BOOK 4810 NO. 372 OF WHICH THEY HAVE RECEIVED NO NOTICE OF REVOCATION. SIGNED SEALED AND DELIVERED BY THE SAID ATTORNEY WHO IS PERSONALLY KNOWN TO ME — WITNESS

Department Of Lands Approval

I ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown hereon have been given.

Signature : .....

Date : .....

File Number : .....

Office .....

Subdivision Certificate

I certify that provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed SUBDIVISION set out herein

* (Insert "subdivision" or "new road")

* Authorised Person/~~General Manager/Accredited Certifier~~

Council Authority: Port Stephens Council

Date of endorsement ..... 10 Aug 2007

Accreditation no : .....

Subdivision Certificate no : 2007/80

File no: 16-2003-1101-1

Note:

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

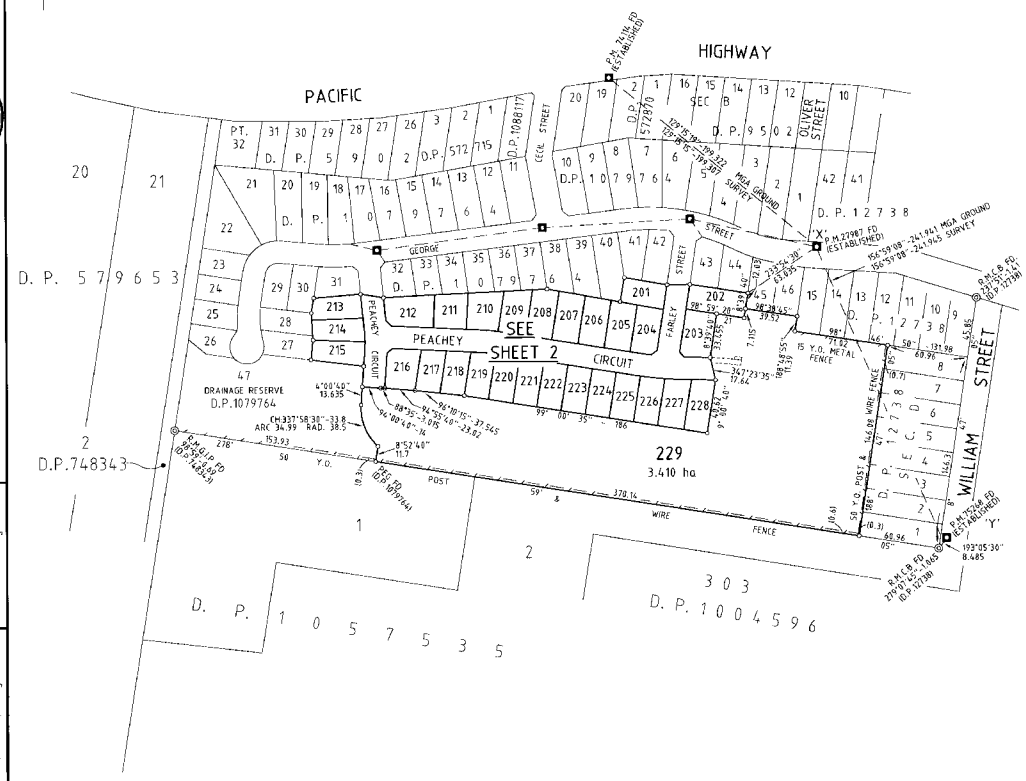
* Delete whichever is inapplicable.

SURVEYORS REFERENCE: 11836DP2-D

COMBINED SCALE AND SEA LEVEL CORRECTION - 0.999716

SURVEYING REGULATION, 2006 CLAUSE 35 (1)(B) AND CLAUSE 61(2)

MARK	M.G.A. CO-ORDINATES EASTING	NORTHING	CLASS	ORDER	METHOD	ORIGIN
P.M. 71,114	402 127.077	6 386 636.303	C	3		SCIMS
P.M. 27987	402 281.375	6 386 510.212	C	3		SCIMS
P.M. 75268	402 375.938	6 386 287.592	C	3		SCIMS
S.S.M.149981	402 184.447	6 386 532.028	C	4		SCIMS
S.S.M.149984	401 946.979	6 386 509.104	C	4		SCIMS
S.S.M.149986	402 072.363	6 386 525.841	C	4		SCIMS
S.S.M.149987	401 945.122	6 386 436.876	C	N/A	CADASTRAL TRAV.	PLACED
S.S.M.149988	402 078.483	6 386 426.170	C	N/A	CADASTRAL TRAV.	PLACED
S.S.M.149989	402 172.539	6 386 412.488	C	N/A	CADASTRAL TRAV.	PLACED
SOURCE	DEPARTMENT OF LANDS - S.C.I.M.S. 20TH OCTOBER 2006					



DP1117079

Registered: 13-9-2007

Title System: TORRENS

Purpose: SUBDIVISION

Ref.Map: U8180-3

Last Plan: D.P.1079764

PLAN OF SUBDIVISION OF LOT 48 D.P.1079764

Lengths are in metres. Reduction Ratio 1: 2000

LGA: PORT STEPHENS

Locality: KARUAH

Parish: TAREAN

County: GLOUCESTER

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

Surveying Regulation, 2006

I, MURRAY PAUL EDWARDS of Asquith & deWitt P.O.Box 179 CHARLESTOWN, 2290 a surveyor registered under the Surveying Act, 2002 hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2006 and was completed on 6 MARCH 2007

The survey relates to LOTS 201-229

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

Signature ..... Date 7.03.07

Surveyor registered under the Surveying Act, 2002

Datum Line: 'X'-'Y' (M.G.A)

Type : Urban / ~~Rural~~

Plans used in preparation of survey/compilation.

D.P.221206 D.P.9502
D.P.127738 D.P.448046
D.P.579653 D.P.748343
D.P.1057535 D.P.1079764
D.P.1004596

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 CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:-
1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. EASEMENT TO DRAIN WATER 3 WIDE (B)
3. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.3 WIDE (C)
4. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 4 WIDE (D)
5. RIGHT OF CARRIAGEWAY 4 WIDE (E)

RELEASE:-
1. EASEMENT TO DRAIN WATER 3 WIDE (D.P.1079764) (H)
2. EASEMENT TO DRAIN WATER 6 WIDE (D.P.1079764) (I)
3. EASEMENT TO DRAIN WATER 1.5 WIDE (D.P.1079764) (A) (PARTIAL RELEASE)

IT IS INTENDED TO DEDICATE PEACHEY CIRCUIT AND THE EXTENSIONS OF FARLEY STREET AND PEACHEY CIRCUIT TO THE PUBLIC AS PUBLIC ROAD.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R695596 /Doc:DP 1117079 P /Rev:17-Sep-2007 /Prt:22-May-2021 19:30 /Seq:1 of 2
© Office of the Registrar-General /Src:INFOTRACK /Ref:210315

PLAN FORM 3 (APPROVED FORM 5) To be used in conjunction with Plan Form 2 **WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION** *OFFICE USE ONLY

DP1117079

Registered 19.9.2001

This is sheet 2 of my plan 2 sheets dated 7.03.07

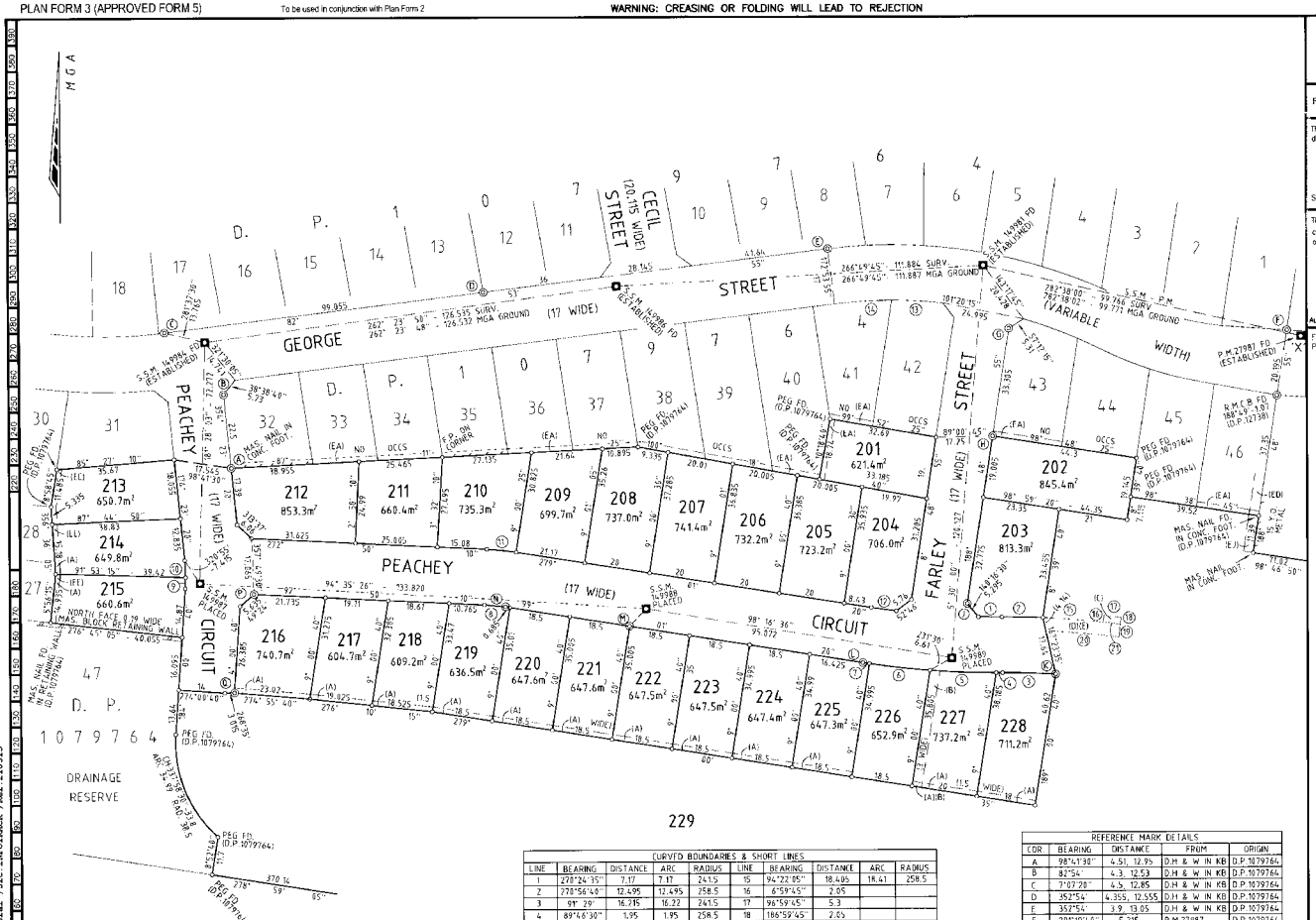
M. Edwards.

Surveyor registered under the Surveying Act, 2002

This is sheet 2 of my plan 2 sheets covered by my Certificate No. 2007/80 of

Authorized Person/~~General Manager/Accredited Certifier~~

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



(A) EASEMENT TO DRAIN WATER 1.5 WIDE
(B) EASEMENT TO DRAIN WATER 3 WIDE
(C) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.3 WIDE
(D) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 4 WIDE
(E) RIGHT OF CARRIAGEWAY 4 WIDE

(EA) EASEMENT TO DRAIN WATER 1.5 WIDE (D.P.1079764)
(ED) EASEMENT TO DRAIN WATER 3 WIDE (D.P.1079764)
(EB) EASEMENT TO DRAIN WATER 1.5 WIDE (D.P.1079764)
(EJ) EASEMENT TO DRAIN WATER 3 WIDE (D.P.1079764)

CURVED BOUNDARIES & SHORT LINES

LINE	BEARING	DISTANCE	ARC	RADIUS	LINE	BEARING	DISTANCE	ARC	RADIUS
1	278°24'15"	7.17	7.17	241.5	15	94°22'05"	18.495	18.41	258.5
2	278°56'49"	12.495	12.495	258.5	16	6°59'45"	2.05		
3	91° 29'	16.215	16.22	241.5	17	96°59'45"	5.3		
4	89°46'30"	1.95	1.95	258.5	18	186°59'45"	2.05		
5	92°13'25"	20.14	20.145	258.5	19	186°59'45"	4.0		
6	96°30'35"	18.52	18.525	258.5	20	275°04'50"	22.305	22.315	254.5
7	98°47'30"	2.075	2.075	258.5	21	276°59'45"	5.3	5.3	258.5
8	95°55'45"	7.12	7.125	66					
9	182°06'05"	3.435	3.435	51.5					
10	177°17'25"	5.215	5.215	51.5					
11	275°55'45"	8.955	8.96	83					
12	278°06'50"	7.655	7.655	241.5					
13	93°06'45"	15.59	15.595	141.5					
14	86°25'35"	17.435	17.435	141.5					

REFERENCE MARK DETAILS

COR	BEARING	DISTANCE	FROM	ORIGIN
A	98°41'30"	4.51, 12.95	D.H & W IN KB	D.P.1079764
B	82°54'	4.3, 12.53	D.H & W IN KB	D.P.1079764
C	7°07'20"	4.5, 12.85	D.H & W IN KB	D.P.1079764
D	352°54'	4.355, 12.555	D.H & W IN KB	D.P.1079764
E	352°54'	3.9, 13.05	D.H & W IN KB	D.P.1079764
F	291°19'40"	5.215	P.M.27987	D.P.1079764
G	181°20'15"	4.4, 12.55	D.H & W IN KB	D.P.1079764
H	98°49'	4.2, 12.5	D.H & W IN KB	D.P.1079764
J	98°49'	4.155, 12.865	D.H & W IN KB	PLACED
K	141°00'	5.835, 16.57	D.H & W IN KB	PLACED
L	189°01'	4.49, 12.7	D.H & W IN KB	PLACED
M	212°05'	4.845	S.S.M. 14998	PLACED
N	189°01'	4.345, 12.545	D.H & W IN KB	PLACED
P	177°49'30"	4.31, 12.75	D.H & W IN KB	PLACED
Q	102°51'	4.30	D.H & W IN KB	PLACED
Q	98°26'	12.655	D.H & W IN KB	PLACED

Reduction Ratio 1: 800

Plan Drawing only to appear in this space

SURVEYORS REFERENCE: 11836DP2-D

Req:R895596 /Doc:DP 1117079 P /Rev:17-Sep-2007 /Prn:25-May-2021 19:30 /Seq:2 of 2
© Office of the Registrar-General /Src:INFOTRACK /Ref:210315

PLAN FORM 2A (APPROVED FORM 4)

Plan Drawing only to appear in this space

Signatures, Seals and Statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants

SIGNED, SEALED AND DELIVERED for and on behalf of Energy Australia by GRANT KENNETH GREENE-SMITH its duly constituted Attorney pursuant to Power of Attorney registered Book 4368 No 61 — Attorney — Witness

~~HUNTER WATER CORPORATION~~ by its Attorney Simon Smith — Power of Attorney No. 435 — ~~in the presence of as officers personally known~~

R Brooks — Rodney Brooks — Witness

114 Tarsha St Charlestown — Address of Witness

Suncorp-Metway Limited ACN 010 831 722 By its duly constituted attorney under Power of Attorney Book 3859 No. 372

Phillip Reginald Payne Level 1

Darren Lappie Nichols

Crown Lands Office Approval

PLAN APPROVED ..... Authorised Officer

Land District .....

Paper No. .....

Field Book ..... pages .....

Subdivision Certificate

I certify that provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed Subdivision set out herein

* insert 'subdivision' or 'new road'

* Authorised Person/General Manager / Accredited Certifier

Council Authority Port Stephens Council

Date of endorsement 19 Sep 2005

Accreditation no .....

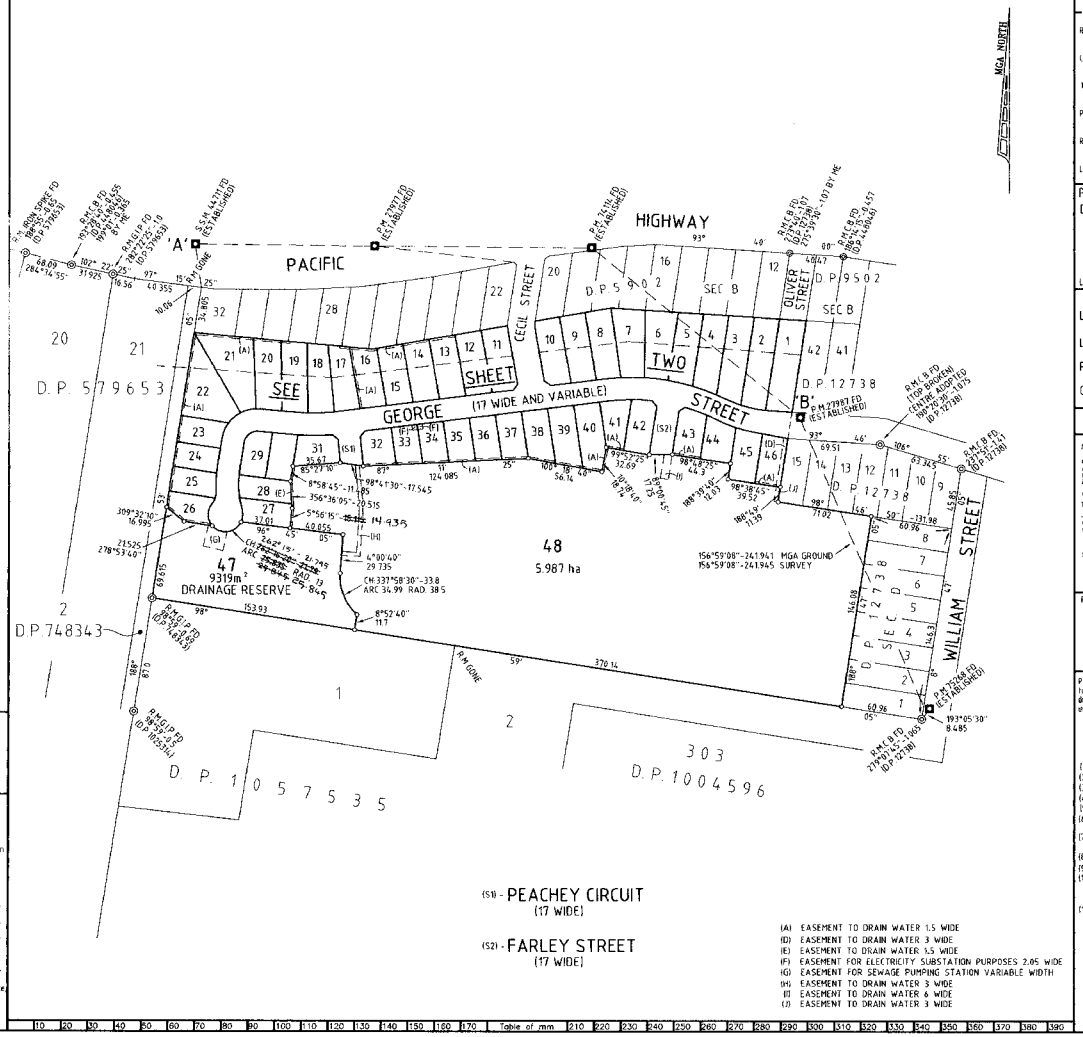
Subdivision Certificate no 2005/114

File no (6- 2002- 110 -)

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

* Delete whichever is inapplicable.

SURVEYORS REFERENCE: 11836DP(H)



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1079764 (E)

Registered: AW 27.09.2005

L.A.: SEE CERTIFICATE

Title System: TORRENS

Purpose: SUBDIVISION

Ref Map: U8180-3

Last Plan: D.P. 221206

PLAN OF SUBDIVISION OF LOT 592 D.P.221206

Lengths are in metres. Reduction Ratio 1:2000

LGA: PORT STEPHENS

Locality: KARUAH

Parish: TAREAN

County: GLOUCESTER

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

I, MICHAEL JOHN DELBRIDGE of Assmann & delbridge P.O. BOX 179 CHARLESTOWN NSW 2290 a surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2001 and was completed on 15 June 2005. The survey relates to LOTS 1 - 48 inclusive (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature, Date 29.7.05 — Surveyor registered under the Surveying Act, 2002

Datum Line: "A"-"B" (MGA) (SEE SHEET 2)

Type: Urban / Rural

Plans used in preparation of survey/compilation.

D.P.221206, D.P.9502, D.P.12738, D.P.448046, D.P.579653, D.P.748343, D.P.1057535, D.P.1004596

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 CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE :-

(1) EASEMENT TO DRAIN WATER 1.5 WIDE (A)
(2) RESTRICTION ON USE OF LAND
(3) RESTRICTION ON USE OF LAND (C)
(4) EASEMENT TO DRAIN WATER 3 WIDE (D)
(5) EASEMENT TO DRAIN WATER 1.5 WIDE (E)
(6) EASEMENT FOR ELECTRICITY SUBSTATION PURPOSES 2.05 WIDE (F)
(7) EASEMENT FOR SEWAGE PUMPING STATION VARIABLE WIDTH (G)
(8) EASEMENT TO DRAIN WATER 3 WIDE (H)
(9) EASEMENT TO DRAIN WATER 6 WIDE (I)
(10) EASEMENT TO DRAIN WATER 3 WIDE (J)

RELEASE :-
(1) EASEMENT FOR TRANSMISSION LINE (J 892295)

IT IS INTENDED TO DEDICATE THE EXTENSION OF GEORGE STREET, THE EXTENSION OF CECIL STREET, PEACHY CIRCUIT AND FARLEY STREET TO THE PUBLIC AS ROAD.

IT IS INTENDED TO DEDICATE LOT 47 (DRAINAGE RESERVE) TO THE PUBLIC.

NORTH BOUNDARY LOT 47 & COMMON BOUNDARY LOT 27-48 AMENDED VIDE 2005/1891 07.10.2005 * 18.10.2005

Reg:R895594 /Doc:DP 1079764 P /Ref:14-Dec-2005 /Pgs:ALL /Prt:22-May-2021 19:30 /Seq:1 of 2
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PLAN FORM 3 (APPROVED FORM 5) To be used in conjunction with Plan Form 2 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1079764

Registered: AW 27.09.2005

This is sheet 2 of my plan 2 sheets dated 29.7.05

Surveyor registered under the Surveying Act, 2002

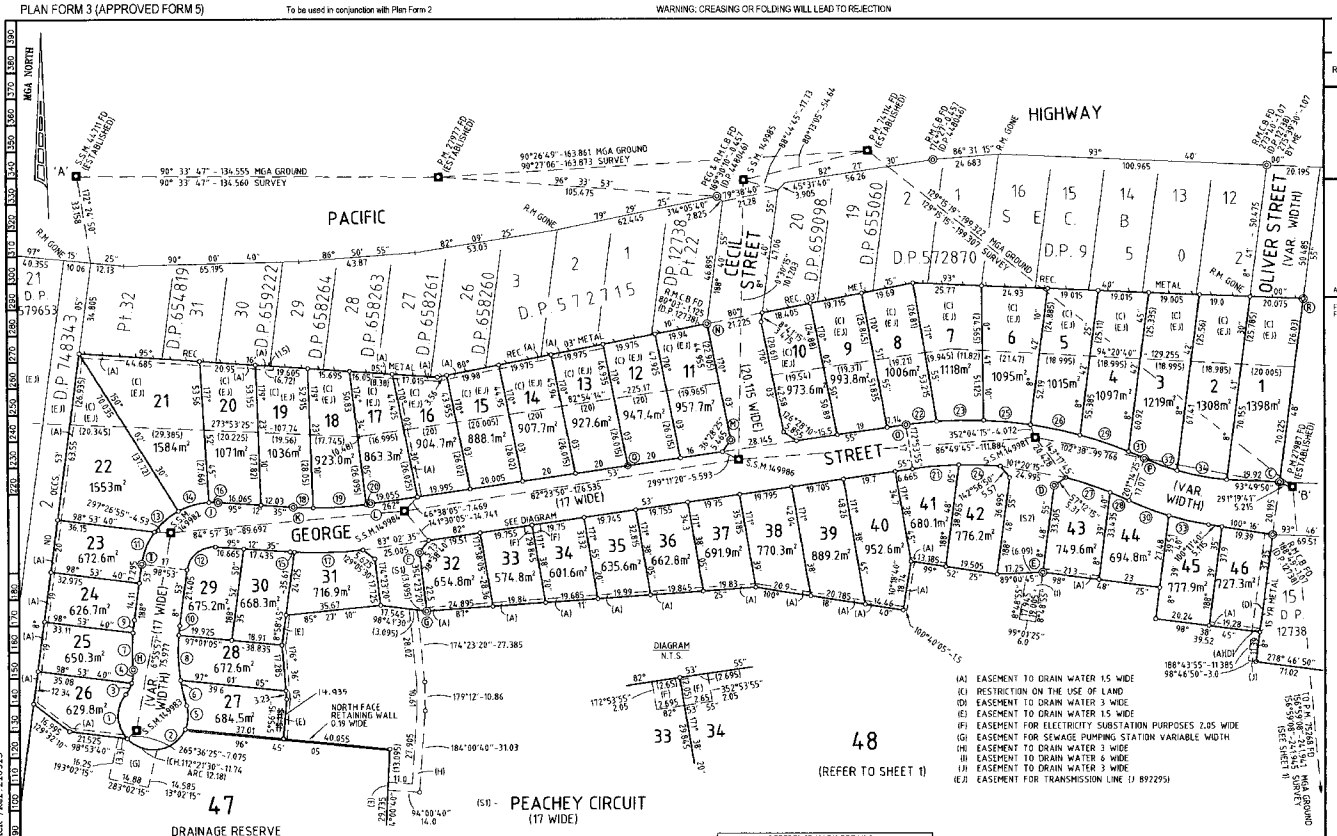
This is sheet of my plan of sheets covered by my Certificate No of 2005/114

Authorised Person/General Manager/Accredited Certifier

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

DIRECTOR

Reduction Ratio 1 1000



(A) EASEMENT TO DRAIN WATER 1.5 WIDE
(C) RESTRICTION ON THE USE OF LAND
(D) EASEMENT TO DRAIN WATER 3 WIDE
(E) EASEMENT TO DRAIN WATER 1.5 WIDE
(F) EASEMENT FOR ELECTRICITY SUBSTATION PURPOSES 2.05 WIDE
(G) EASEMENT FOR SEWAGE PUMPING STATION VARIABLE WIDTH
(H) EASEMENT TO DRAIN WATER 3 WIDE
(I) EASEMENT TO DRAIN WATER 6 WIDE
(J) EASEMENT TO DRAIN WATER 3 WIDE
(EJ) EASEMENT FOR TRANSMISSION LINE (J 892295)

SHORT LINES AND CURVED BOUNDARIES

LINE	BEARING	DISTANCE	ARC	RADIUS	LINE	BEARING	DISTANCE	ARC	RADIUS	LINE	BEARING	DISTANCE	ARC	RADIUS
1	359°35'20"	16.845	18.325	13	13	49°40'55"	11.9	12	27	25	96°40'25"	17.72	17.725	158.5
2	262°46'20"	~~0.39~~	~~25.035~~	13	14	75°08'50"	11.9	12	27	26	103°18'50"	19	19.01	158.5
3	209°36'20"	4.68	4.705	13	15	274°54'15"	1.565	1.565	147	27	109°57'45"	17.565	17.58	141.5
4	187°55'50"	5.1	5.13	13	16	91°32'40"	3.45	3.455	27	28	115°05'55"	7.79	7.79	141.5
5	184°53'	9.085	9.28	13	17	269°35'10"	25.695	25.725	147	29	110°14'45"	19.33	19.34	158.5
6	348°19'35"	9.72	9.73	71.5	18	273°32'45"	7.55	7.55	130	30	292°27'05"	15.99	16.005	108.5
7	1°10'05"	14.03	14.045	88.5	19	267°29'35"	19.89	19.91	130	31	114°55'	6.505	6.505	158.5
8	359°07'05"	17.165	17.205	71.5	20	263°00'10"	0.47	0.47	130	32	292°00'10"	13.05	13.06	91.5
9	7°17'55"	4.895	4.895	88.5	21	86°25'35"	17.415	17.425	141.5	33	284°12'35"	15.195	15.205	108.5
10	7°26'50"	3.585	3.585	71.5	22	84°59'50"	11.61	11.61	158.5	34	281°57'45"	18.97	19.005	91.5
11	22°55'	13.095	13.225	27	23	99°16'55"	17.62	17.63	158.5					
12	52°02'45"	13.68	15.065	10	24	93°06'45"	15.59	15.595	141.5					

REFERENCE MARK DETAILS

COR.	BEARING	DISTANCE	FROM
C	291°19'40"	5.215	P.M.27987
D	101°20'15"	4.4, 12.55	D.H. & W.W.IN KB
E	98°4'9"	4.2, 12.5	D.H. & W.W.IN KB
F	82°54'	4.3, 12.53	D.H. & W.W.IN KB
G	98°41'30"	4.51, 12.95	D.H. & W.W.IN KB
H	284°17'10"	4.45, 13.27	D.H. & W.W.IN KB
I	278°53'	4.45, 12.66	D.H. & W.W.IN KB
J	5°12'35"	4.35, 12.49	D.H. & W.W.IN KB
K	5°12'35"	4.39, 12.5	D.H. & W.W.IN KB
L	7°07'20"	4.5, 12.85	D.H. & W.W.IN KB
M	262°41'	4.4, 15.6	D.H. & W.W.IN KB
N	260°03'15"	5.22, 16.72	D.H. & W.W.IN KB
O	352°54'	3.9, 13.05	D.H. & W.W.IN KB
P	~~92°44'30"~~	3.97, 13.11	D.H. & W.W.IN KB
Q	352°54	4.355, 12.555	D.H. & W.W.IN KB
R	186°36'45"	0.775	G.I.P.

21°14'30"

COMPARISON 'A'-'B'

S.S.M. 44711 - P.M. 27987
105° 52' 19" - 470.691 MGA (GND)
- 470.696 SURV.

SURVEYING REGULATION, 2001 CLAUSE 32 (2)					
MARK	M.G.A. CO-ORDINATES		ZONE	CLASS	ORDER
	EASTING	NORTHING			
P.M. 74314	402 127.077	6 386 636.303	56	C	3
P.M. 27987	402 281.375	6 386 510.212	56	C	3
P.M. 27977	401 963.268	6 386 637.581	56	C	3
S.S.M. 44711	401 828.757	6 386 638.903	56	C	3
P.M. 75768	402 375.938	6 386 287.592	56	C	3
COMBINED SCALE AND SEA LEVEL CORRECTION - 0.999716					
SOURCE	DEPARTMENT OF LANDS - S.C.I.M.S. 23RD MAY 2005				

LINE 2 & COMMON BOUNDARY LOT 27-46 AMENDED VIDE 2005/1891 01.10.2005 NOTE 'P' AMENDED IN LPI AT SURVEYORS REQUEST VIDE 2005/2225 7/12/2005

Req:R695594 /Doc:DP 1079764 P /Rev:14-Dec-2005 /Prt:22-May-2021 19:30 /Seq:2 of 2
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Plan Drawing only to appear in this space

SURVEYORS REFERENCE 11836DP(H)

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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 OF THE CONVEYANCING ACT, 1919.

Lengths are in metres **(Sheet 1 of 10 Sheets)**

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Plan of Subdivision of Lot 592 in DP 221206
Covered by Subdivision Certificate

No.

Full Name and Address of The Owner of the land:

Karuah ~~No 1~~ one Pty Limited
ACN 100 613 321
PO Box 42
THORNTON 2322

Full Name and Address of The Mortgagee of the land:

Suncorp-Metway Limited
ACN 010 831 722
Level 1/400 Hunter Street
Newcastle 2300

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement referred to in the plan	Burdened Lot	Benefited Lot or Authority
1	Easement to Drain Water 1.5 wide (A)	19	29/658264
		20	29/658264 30/659222
		21	29/658264 30/659222 31/654819 32/B/12738
		22	29/658264 30/659222 31/654819 32/B/12738
		23	22, 29/658264 30/659222 31/654819 32/B/12738
		24	22, 23, 29/658264 30/659222 31/654819 32/B/12738

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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 OF THE CONVEYANCING ACT, 1919.

Lengths are in metres **(Sheet 2 of 10 Sheets)**

		25	22, 23, 24, 29/658264 30/659222 31/654819 32/B/12738
		26	22-25 incl 29/658264 30/659222 31/654819 32/B/12738
		13	1/572715
		14	1/572715 2/572715
		15	1/572715 2/572715 3/572718
		16	1/572715 2/572715 3/572715 26/658260 27/658261 28/658263
		17	28/658263
		41	42
		48	41, 42
		40	41, 42, 48
		39	40-42 Incl, 48
		38	39-42 Incl, 48
		37	38-42 Incl, 48
		36	37-42 Incl, 48
		35	36-42 Incl, 48
		34	35-42 Incl, 48
		33	34-42 Incl, 48
		32	33-42 Incl, 48
		43	44
		46	45
2	Restriction on the use of land	Every Lot except 47	Every other lot except 47
3	Restriction on the use of land (C)	1-22 Inclusive	Energy Australia
4	Easement to Drain Water 3 wide (D)	46	Port Stephens Council
5	Easement to Drain Water 1.5 wide (E)	48	30, 31

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 OF THE CONVEYANCING ACT, 1919.

Lengths are in metres **(Sheet 3 of 10 Sheets)**

6	Easement for Electricity Substation Purposes 2.05 wide (F)	33, 34	Energy Australia
7	Easement for Sewage Pumping Station variable width (G)	47	Hunter Water Corporation
8	Easement to Drain Water 3 wide (H)	48	Port Stephens Council
9	Easement to Drain Water 6 wide (I)	48	Port Stephens Council
10	Easement to Drain Water 3 wide (J)	48	45, 46, Port Stephens Council

PART 1A RELEASE

Number of item shown in the intention panel on the plan	Identity of the easement referred to in the plan	Burdened Lot	Benefited Authority
1	Easement for Transmission Line (J892295). A partial release of easement is to be effected. The benefit of the easement remains with Energy Australia	592/221206 excluding the area designated (EJ) in the plan	Energy Australia

PART 2 (Terms)

1. TERMS OF RESTRICTION ON USE SECONDLY REFERRED TO IN THE PLAN

1.1 Building Materials

a) No main building shall be erected or be permitted to remain erected on any lot burdened having a total internal floor area of less than 120 square metres exclusive of car accommodation and patios.

b) No building shall be erected on any lot burdened having a roof constructed of any material other than tiles or non-reflective Colorbond and untreated zincalume is not permitted.

c) No dwelling houses or ancillary buildings shall be permitted to be erected or remain erected on a Lot burdened unless the external surfaces of such a construction is of a non-reflective quality and is of a colour which is compatible with the landscape and surroundings.

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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 OF THE CONVEYANCING ACT, 1919.

Lengths are in metres **(Sheet 4 of 10 Sheets)**

d) No dwelling house shall be erected or be permitted to remain erected on any lot burdened having external walls other than brick, brick veneer, or other high quality building material with a seamless finish.

1.2 The Nature of the Building

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

b) No structure of a temporary character, basement, tent, shack, garage, trailer, caper, caravan or any other building shall be used at any time as a dwelling house on any lot burdened.

1.3 Prohibition of Offensive Uses of the Property

a) No fuel storage tanks (except for heating purposes) shall be placed upon or be permitted to remain on any lot burdened.

b) No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted on or carried out on any lot burdened.

c) No commercial or boarding kennels shall be constructed or be permitted to remain on any lot burdened.

1.4 Fencing

a) No dividing fence between lots in a subdivision may be constructed of a material other than colorbond, hardwood, stone or the same brick as any house on a property sharing the boundary.

b) No gates may be erected or be permitted to remain erected on any dividing fence unless they are of a material which compliments the fence.

c) No fence is to be constructed on a boundary behind the building alignment permitted by Port Stephens Council unless it is of a height of not less than 1500mm and not more than 1800mm.

d) No fence may be constructed forward of the building alignment permitted by Port Stephens Council unless such a fence is constructed of brick, timber or wrought iron and the height of such a fence does not exceed 1400mm.

e) So long as it remains the registered proprietor of any lot in the subdivision, Karuah One Pty Limited, its successors and assigns (other than purchasers on sale) shall not be required to contribute towards the cost of erecting or maintaining any dividing

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Lengths are in metres **(Sheet 5 of 10 Sheets)**

fence.

1.5 Clearing & Landscaping of the Property

a) No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or construction or to facilitate all reasonable landscaping of the allotment.

b) No lot may remain or be permitted to remain in an excavated or quarried state for a continuous period of three (3) months.

c) The proprietor of a Lot so burdened must not permit garden areas on the Lot within public view to remain unlandscaped for a period greater than 6 months after occupation of any house on the property.

1.6 Parking

a) No house is permitted to be constructed on the property unless the proposed construction includes the erection of a carport or garage making provision for at least one motor vehicle.

b) The proprietor of a Lot will not permit a driveway or crossover between the road and garage or carport to remain unconstructed for a period greater than 3 months of the occupation of a dwelling on the Lot and will not construct as such a driveway and crossover except out of suitable concrete or paved materials.

c) The proprietor of a Lot will not cause a vehicle to be parked or to remain parked on a Lot or the road at the front, side or rear of a Lot that has the capacity to carry a weight in excess four (4) tonnes.

1.7 General Appearance

a) The Proprietor of a Lot must not permit any rubbish disposal containers on the Lot to be in front of the building line except on days allocated by the local council for rubbish collection from the Lot.

b) The Proprietor of a Lot must not permit any clothes hoists or clotheslines to be visible from any public street or thoroughfare bordering the Lot.

c) The Proprietor must not permit any air-conditioning or solar heating units to be affixed to the roof of a dwelling or placed in public view on the property unless

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the unit is of the same or similar colour to the area on which it is being affixed or placed and is in keeping with the overall profile of the house.

1.8 Acknowledgement of the Validity of the Covenants

a) The Proprietor of a burdened Lot acknowledges that before purchasing the Lot is has made its own inquiries about the nature and effect of the covenants prior to completing the purchase of the Lot.

b) The Proprietor of a burdened Lot acknowledges that the burden of the covenants contained in this instrument runs with the Lot for the benefit of every other proprietor of a Lot in the subdivision excluding any land which is not residential, and shall be enforceable against the Proprietor and every subsequent registered proprietor of the Lot so burdened.

c) The Proprietor acknowledges that each covenant is separate from the other and therefore if any covenant becomes invalid or unenforceable then the remaining restrictive covenants will not be affected and each remaining covenant will be valid and enforceable to the fullest extent permitted by law.

1.9 Persons having the power to release, vary or modify covenants

a) The person or persons having the right to release or vary or modify these covenants is Karuah One Pty Limited or such other persons, company or companies nominated by Karuah One Pty Limited for that purpose and if Karuah One Pty Limited shall no longer be the registered proprietor of any of the land comprised in the plan of subdivision and there shall be no such other person, company or companies so nominated then the persons for the time being registered as the proprietor of the land in the plan of subdivision having common boundaries with the land burdened with the covenant shall have the right to release or vary or modify these covenants.

1.10 The Cost of Release or Variation

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

2. TERMS OF RESTRICTION ON USE THIRDLY REFERRED TO IN THE PLAN

a) The Registered Proprietor of any lot burdened covenants with Energy Australia that it will not without the consent of Energy Australia alter or permit to be altered the existing levels of Easement J892295 nor will it without the like consent erect or permit to be erected any structure on, above or below Easement J892295.

The authority empowered to release, vary or modify the restriction on use thirdly

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 OF THE CONVEYANCING ACT, 1919.

Lengths are in metres **(Sheet 7 of 10 Sheets)**

referred to in the plan.

Energy Australia

3. TERMS OF EASEMENT FOR ELECTRICITY SUBSTATION PURPOSES SIXTHLY REFERRED TO IN THE PLAN

1 Full right leave liberty and licence over that part of the lot burdened (hereinafter referred to as the "said land') for EnergyAustralia its agents servants and workmen to:

1.1 Erect construct and place repair inspect maintain and remove electricity substation premises; and

1.2 Lay down erect construct and place repair renew inspect maintain and remove underground/overhead electric mains cables and other apparatus for the transmission of electric current and for purposes incidental thereto through under or over the said land; and also

1.3 The free and uninterrupted passage of electricity and apparatus thereto appertaining through under and over the said land and the said electricity substation and electric mains when constructed.

2 TOGETHER WITH power for EnergyAustralia its servants agents and workmen either with or without vehicles of all descriptions to enter into and upon the said land or any part thereof for the purposes aforesaid or any of them and to make all necessary excavations for cables or other apparatus in the said land or any part thereof.

3 AND TOGETHER WITH FULL right leave liberty and licence to cut and trim tree roots branches or other growths and foliage which now or at any time hereafter may overhang or encroach on or are now growing or may grow in or on the said land.

4 PROVIDED THAT except where EnergyAustralia in the course of exercising its rights hereunder removes damages breaks down or destroys any existing fence or fences on the said land EnergyAustralia shall not be under any obligation or in any way be bound to erect place or maintain any fence or fences on the boundaries or any other part or parts of the said land.

5 AND the Registered Proprietor of the lot burdened covenants with EnergyAustralia that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said electricity substation and cables and other apparatus or interfere with the free flow of electric current through under and over the said land AND that if any such damage or injury be done or interference be made the said

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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 OF THE CONVEYANCING ACT, 1919.

Lengths are in metres **(Sheet 8 of 10 Sheets)**

Registered Proprietor will forthwith pay the cost to EnergyAustralia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.

6 AND EnergyAustralia hereby covenants with the Registered Proprietor of the lot burdened that it will save harmless and indemnify it or them from and against any and all loss and damage whatsoever occasioned by the negligent use or abuse of electric current or cables and other apparatus for the transmission of electric current or of the rights hereby created by any person or persons employed by or acting or claiming under EnergyAustralia and that EnergyAustralia will at its own costs and charge pay for all damage and injury arising to the Registered Proprietor of the lot burdened or to any person or persons in consequence of any breach or non-observance of this covenant.

7 AND FURTHER the Registered Proprietor of the lot burdened covenants with EnergyAustralia that it will not without the consent of EnergyAustralia alter or permit to be altered the existing levels of the said land nor will it without the like consent erect or permit to be erected any structure on above or below the said land.

Name of Authority Empowered to Release Vary or Modify the easement numbered 1 in the plan

EnergyAustralia

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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 OF THE CONVEYANCING ACT, 1919.

Lengths are in metres **(Sheet 9 of 10 Sheets)**

4. **Terms of Easement for Sewage Pumping Station number 7 in the Plan**

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

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

Name of person empowered to release, vary or modify restriction or position covenant numbered 7 in the plan.

Hunter Water Corporation

HUNTER WATER CORPORATION by)
its Attorney SHARON SMITH)
pursuant to Power of Attorney Book 4374)
No. 853)

.....

Signed by my presence by its Attorney who
Is personally known to me

.....
RONALD BROOKS
113 TIRRIKI ST
CHARLESTOWN, NSW.

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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 OF THE CONVEYANCING ACT, 1919.

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The Common Seal of Karuah ~~No 1~~ One Pty Limited A.C.N 100 613 321 was hereunto affixed in the presence of:

DIRECTOR

DIRECTOR

KARUAH ONE PTY LIMITED A.C.N. 100 613 321 Common Seal

SIGNED SEALED AND DELIVERED for and on behalf of EnergyAustralia by GRANT KENNETH GREENE-SMITH Its duly constituted Attorney pursuant to Power of Attorney registered Book 4368 No. 61

Attorney

Witness

GARY SMITH
570 GEORGE ST
SYDNEY. NSW.

Suncorp-Metway Limited ACN 010 831 722 By its duly constituted attorney under Power of Attorney Book 3859 No. 372

Phillip Reginald Payne Level 1

WITNESSED
CHARLES LAYNE NICHOLS

Port Stephens Council
Authorised Person

REGISTERED AW 27.09.2005

ABN 16 744 377 876

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

APPLICANT DETAILS:

JLA CONVEYANCING
PO Box 531
RAYMOND TERRACE NSW 2324

Reference: **SB260144**

Issue Date: **13/07/2026**

PROPERTY DESCRIPTION:

84 Peachey Circuit KARUAH NSW 2324 **Parcel No: 43173**
LOT: 211 DP: 1117079

Disclaimer
Information contained in this certificate relates only to the land for which this certificate is issued on the day it is issued. This information is provided in good faith and Council shall not incur any liability in respect of any such advice. Council relies on state agencies for advice and accordingly can only provide that information in accordance with the advice. Verification of the currency of agency advice should occur. For further information, please contact Council by telephoning (02) 4988 0255 or email plancert@portstephens.nsw.gov.au.

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

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

PART A: INFORMATION PROVIDED UNDER SECTION 10.7(2)

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

1. Names of relevant planning instruments and development control plans

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

State Environmental Planning Policies

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

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

State Environmental Planning Policy (Housing) 2021
All chapters

State Environmental Planning Policy (Sustainable Building) 2022
All chapters

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

State Environmental Planning Policy (Planning Systems) 2021
Chapter 2 State and regional development
Chapter 4 Concurrences and consents

State Environmental Planning Policy (Precincts - Regional) 2021
Chapter 2 State significant precincts

State Environmental Planning Policy (Primary Production) 2021
Chapter 2 Primary production and rural development

State Environmental Planning Policy (Resources and Energy) 2021
Chapter 2 Mining, petroleum production and extractive industries

State Environmental Planning Policy (Transport and Infrastructure) 2021
Chapter 2 Infrastructure
Chapter 3 Educational establishments and childcare facilities

State Environmental Planning Policy (Resilience and Hazards) 2021
Chapter 3 Hazardous and offensive development
Chapter 4 Remediation of land

State Environmental Planning Policy (Biodiversity and Conservation) 2021
Chapter 2 Vegetation in non-rural areas

Chapter 4 Koala habitat protection 2021

Local Environmental Plan

Port Stephens Local Environmental Plan 2013

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

Port Stephens Development Control Plan 2025.

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

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

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

Draft Development Control Plan
No draft development control plan applies to the carrying out of development on the land.

2. Zoning and land use under relevant planning instruments
For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a State Environmental Planning Policy or proposed State Environmental Planning Policy).

a) The identity of the zone –

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

b) The purposes for which development in the zone –

ITEM 2 - May be carried out without development consent
Home occupations
ITEM 3 - May be carried out with development consent
Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Multi-dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Tank-based aquaculture; Water reticulation systems
ITEM 4 - Is prohibited
Any development not specified in item 2 or 3

c) Additional permitted uses
No environmental planning instrument applies additional permitted use provisions to this land.

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

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

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

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

3. Contributions Plans

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

Port Stephens Local Infrastructure Contributions Plan 2020

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

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

4. Complying Development

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

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

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

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

Agritourism and Farm Stay Accommodation Code

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

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

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

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

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

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

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

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

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

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

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

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

(2) If complying development may not be carried on the land under the above codes, it is because of the provisions of Clauses 1.17A(1)(c) to (e), (2), (3), or (4), 1.18(1)(c3) or 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
Council is not in a position to ascertain the reason why complying development may not be carried out under the Policy. Contact Council's duty officer on (02) 4988 0255 for any enquiries relating to the reason why complying development may not be carried out on the land.

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

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

5. Exempt development

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

Division 1 General Code

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

Division 2 Advertising and Signage Code

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

Division 3 Temporary Uses and Structures Code

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

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

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

6. Affected building notices and building product rectification orders

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

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

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

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

No

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

No

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

7. Land reserved for acquisition

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

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

8. Road widening and road realignment

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

9. Flood related development controls information

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

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

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

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

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

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

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

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

11. Bush fire prone land

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

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

12. Loose-fill asbestos insulation

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

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

13. Mine Subsidence

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

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

14. Paper subdivison information

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

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

Not applicable.

15. Property vegetation plans

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

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

16. Biodiversity stewardship sites

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

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

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

17. Biodiversity certified land

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

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

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

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

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

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

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

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

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

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

20. Western Sydney Aerotropolis

Not applicable to the Port Stephens Local Government Area.

21. Development consent conditions for seniors housing

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

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

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

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

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

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

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

23. Water or sewerage services

If water or sewerage serices are, or are to be, provided to the land under the *Water Industry Competition Act 2006.*

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

24. Special entertainment precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993*, Section 208B.

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

25. Interim development in future infrastructure corridors

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

No, Council is not aware that any of the land is in the interim development in future infrastructure corridors within the meaning of the *State Environmental Planning Policy (Transport and Infrastructure) 2021,* section 4.7a.

Additional matters

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

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

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

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

HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS

N
W E
S

InfoTrack
84 PEACHEY
KARUAH NSW

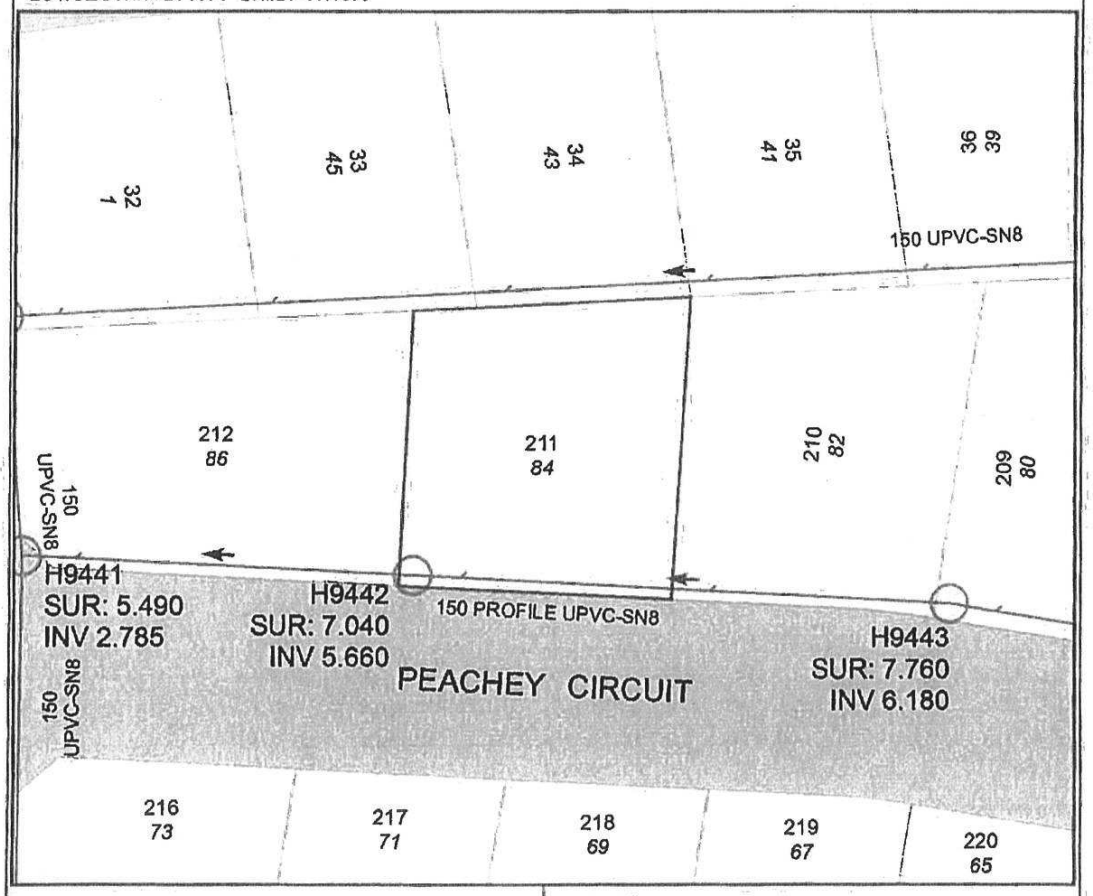
APPLICATION NO.: *2217285*

APPLICANT REF: *M 207394*

RATEABLE PREMISE NO.: *3250767196*

PROPERTY ADDRESS: *84 PEACHEY CCT KARUAH 2324*

LOT/SECTION/DP:SP: *211//DP 1117079*



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: 12/03/2024

Scale at A4: 1:500

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