

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>Stone Real Estate</b> <b>45 Vincent Street, Cessnock, NSW 2325</b> <b>Australia</b>	<b>Phone: (02) 4089 1122</b>
co-agent		
vendor	<b>Thomas Mark Hanson</b>	
vendor's solicitor	<b>DC Conveyancing Pty Ltd</b> <b>101 Lang Street, Kurri Kurri NSW 2327</b>	<b>Phone: 49375892</b> <b>Email: admin@dcconveyancing.com.au</b> <b>Ref: DK:BV:2639</b>
date for completion land (address, plan details and title reference)	<b>42nd day after the contract date</b> <b>12 Burnett Street, Cessnock, New South Wales 2325</b> <b>Registered Plan: Lot 94 Plan DP 12682</b> <b>Folio Identifier 94/12682</b>	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input checked="" type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Swimming Pool	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

## SIGNING PAGE

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

**Choices**

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

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

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

## List of Documents

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

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

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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

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

## 24 Tenancies

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

12 BURNETT ST CESSNOCK NSW 2325

---

## SPECIAL CONDITIONS

### 1. Amendments to Printed Conditions

---

- a) (i) Clause 5.2.3 – replace “*a reasonable time*” with “*21 days after the date of this contract*”;
- (ii) Delete clause 6.2;
- (iii) Delete clause 7.1.1;
- (iv) Delete clause 7.2;
- b) If there is any inconsistency between the Printed Conditions and the Special Conditions, the Special Conditions prevail.

### 2. Notice to complete

---

- a. In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.
- b. If a notice to Complete is issued by the Vendor the Purchaser acknowledges and shall pay on completion and in addition to the purchase price the amount of \$300.00 to pay the legal costs and expenses incurred by the Vendor as a result of the delay.
- c. Notwithstanding any other provision hereof, if the contract is terminated by the vendor due to the purchaser's default, the vendor shall be immediately entitled to the deposit and all accrued interest thereon. The parties hereby irrevocably authorise the depositholder in such circumstances to release the deposit to the vendor upon receipt of written notice from the vendor's representative confirming that the contract has been terminated due to the purchaser's default. It is agreed that the depositholder will not require any further authority or direction from the purchaser nor Court order to release the deposit to the Vendor in the circumstances contemplated by this clause.

### 3. Death or incapacity

---

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

### 4. Purchaser acknowledgements

---

The purchaser acknowledges that they are purchasing the property:

---

- 
- (a) In its present condition and state of repair;
  - (b) Subject to all defects latent and patent;
  - (c) Subject to any infestations and dilapidation;
  - (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
  - (e) Subject to any non-compliance of the improvements or any alterations or additions to the property.
  - (f) Any environmental hazard or contamination.

The vendor is not required to clean the property, mow or maintain lawns and gardens or remove any rubbish, material, debris or any other items from the property prior to completion.

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

#### **5. Late completion**

---

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

#### **6. Agent**

---

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, not withstanding completion.

#### **7. Mine Subsidence**

---

The purchaser may rescind this Contract if the owner of the improvements on the land is not entitled, as at the date of this contract, to claim compensation from the Mine Subsidence Board in respect of any damage to the land or improvements arising from mine subsidence and written communication from

---

---

the Mine Subsidence Board to that effect shall be conclusive for the purposes of this condition.

#### **8. Swimming Pool**

---

The property has a swimming pool that complies with the requirements of the Act and is registered.

#### **9. Deposit Bond**

---

- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
- (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
- (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

#### **10. Requisitions on Title**

---

The purchaser acknowledges that the only form of Requisitions on title that the purchaser is entitled to make pursuant to clause 5.1 are those requisitions on title annexed.

#### **11. Deposit**

---

In the event: -

- (a) The purchaser defaults in the observance of any obligations hereunder which is or the performance of which has become essential; and
- (b) The purchaser has paid a deposit of less than 10% of the purchase price; and
- (c) The Vendor terminates this Agreement

Then the Vendor, as a consideration of accepting less than a 10% deposit shall be entitled to recover from the Purchaser of the amount equal to 10% of the purchase price less any deposit paid as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any other remedies available to the Vendor herein contained or implied notwithstanding any rule of Law or Equity to the contrary. This clause shall not merge on termination of this Agreement.

#### **12. Electronic Settlement**

---

- 
- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
  - (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.
  - (c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.
  - (d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
  - (e) Settlement takes place when the financial settlement takes place.
  - (f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
  - (g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
  - (h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

---

### **13. ~~Qualified/Limited Title~~**

---

~~If the subject property is noted as being Old System title, or subject to any limitations or qualifications the purchaser shall not make any requisition, objection or claim for compensation nor have any right of rescission with respect to such limitation or qualification. The purchaser shall not require the vendor to provide an abstract of title, prove prior old system title or remove any qualification or limitation.~~

---

### **14. ~~Release of Deposit~~**

---

~~The purchaser acknowledges that should the vendor wish to enter into a Contract for Sale to purchase another property and require funds to use as a deposit to secure such property then the Purchaser hereby agrees to irrevocably authorise the deposit holder, without delay, to release sufficient funds to enable the Vendor to exchange contracts on the property they wish to purchase. These funds must only be released if they are to be held in the trust account of a Licensed Real Estate Agent, Solicitor or Licensed Conveyancer.~~

---

---

**15. Sewer Diagram – Prescribed Document**

---

The parties acknowledge that if the subject property is located within an area which is serviced by Hunter Water Corporation that:

- (a) Hunter Water Corporation does not collect, maintain or make available drainage diagrams in the ordinary course of administration; and
- (b) The document referred to in Schedule 1, Item 2(a) of the Conveyancing (Sale of Land) Regulations 2017 (NSW) is not a prescribed document and therefore the Vendor is not required to be attach this document to this Contract for Sale.

---

**16. Error in Adjustments**

---

Both parties agree that, if on completion of this matter, any adjustment or payment made (or allowed to be made) under this Contract for Sale is overlooked or incorrectly calculated, then, either party, if requested within 21 days from the date of completion by the other party, must immediately make the correct calculation and/or pay any such amount outstanding. This clause shall not merge on completion.

---

**17. Claims by Purchaser**

---

Notwithstanding the provisions of Clause 6 and 7, the parties hereby agree that any claim for compensation shall be deemed to be an objection or requisition for the purpose of Clause 7 and 8 entitling the Vendor to rescind this contract.

---

**18. Electronic Signature and Exchange**

---

- (a) The parties hereby agree that:
  - (i) for the purpose of effecting a binding exchange of counterparts of this Contract for Sale, the parties, if instructed, authorise their Solicitor/Licensed Conveyancer to exchange contracts which contain a scanned copy of the execution pages signed by that party;
  - (ii) if contracts have been exchanged using the procedure set out in sub-clause (i) the exchange will be deemed as valid and binding on all parties despite any other provision of this Contract or any other law relating to the valid exchange of contracts;
  - (iii) the purchaser may not object or delay settlement due to any items listed in special condition 19;

---

**19. Contract Alterations**

---

The parties hereby authorise their legal representatives (including employees of their legal representative) to make alterations to this contract (including any attachments) after execution by a party. Such authorised alterations will be binding on a party as if such alterations were made prior to the contract being executed by that party.

---

---

**20. GST**

---

The purchaser warrants that the property will be used for predominantly residential accommodation. The purchaser will indemnify the vendor against any liability to pay GST arising from breach of this warranty. The right continues after completion.

**21. No Settlement during Christmas/New Year Break**

---

All parties acknowledge that no settlements will be required to take place between Friday 19 December 2025 and Friday 9 January 2026. Notwithstanding anything else contained herein, if the completion date or any notice to complete requires completion on a date from and including Friday 19 December 2025 and Friday 9 January 2026, and where completion of the Contract has been extended in accordance with this clause then no interest or any other penalties shall be payable for the period of such delay.

**22. Penalty Interest during Christmas/New Year Break**

---

The purchaser acknowledges that, should the Contract for Sale require settlement to occur prior to 19 December 2025 and such settlement be delayed at no fault of the Vendor, penalty interest as per Special Condition 5 will be payable for each day that settlement does not occur from and including 19 December 2025 to 9 January 2026 inclusive of public holidays and weekends.

---

---

---

---

## **AUCTION SPECIAL CONDITIONS**

### **Conditions of sale of land by auction**

---

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

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property and Stock Agents Regulation 2014 and section 68 of the Property and Stock Agents Act 2002:

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

- 
4. residential property or rural land or the sale of such land by a seller as executor or administrator:
- (a) More than one vendor bid may be made to purchase interest of a co-owner;
  - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
  - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
  - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
-

---

## 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. In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
- (ii) when was the building work completed?
- (iii) please state the builder's name and licence number;
- (iv) please provide details of insurance under the Home Building Act 1989.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
- (b) is the swimming pool surrounded by a barrier which complies with the requirements of the Swimming Pools Act 1992?
- (c) if the swimming pool has been approved under the Local Government Act 1993, please provide details.
- (d) are there any outstanding notices or orders?
18. (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to (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.

**Mine Subsidence**

30. (a) Does the property lie within a Mine Subsidence District under the provisions of the Mine Subsidence Compensation Act, 1961?  
(b) Does the property form part of a subdivision of land within a Mine Subsidence District effected since 1st July 1961?  
(c) Does the property form part of a subdivision of land effected since 1st July 1961, within a district proclaimed under the Mine Subsidence Act?  
(d) If the property lies within a Mine Subsidence District have any improvement (whether or not requiring the consent of the Local Council) been erected since 1st July 1961?  
(e) If the answer to (b) (c) and/or (d) is in the affirmative we must be satisfied that the approval of the Mine Subsidence Board was obtained and that the owner complied with any conditions or requirements imposed by the Board or the relative Act.  
(f) (i) Was a conditional right to insure improvements erected prior to 1st July 1961, granted by the Mine Subsidence Board?  
(ii) If so, has the owner or his predecessor in title complied with the conditions imposed by the Board?  
(g) Is the Vendor aware of any claim in respect of the subject property having been made under the Mine Subsidence Compensation Act, 1961?
-



FOLIO: 94/12682

-----

SEARCH DATE	TIME	EDITION NO	DATE
28/7/2025	12:27 PM	8	17/4/2025

LAND

-----

LOT 94 IN DEPOSITED PLAN 12682  
LOCAL GOVERNMENT AREA CESSNOCK  
PARISH OF POKOLBIN COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM DP12682

FIRST SCHEDULE

-----

THOMAS MARK HANSON (TZ AS71154)

SECOND SCHEDULE (3 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 BK 1134 NO 252 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- 3 AU991284 MORTGAGE TO ATHENA MORTGAGE PTY LTD

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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



Shire of Cessnock

B. 91469. 13-6-24

L.G.A : CESSNOCK

LGA : CESSNOCK

PLAN

Of Subdivision of Part of App<sup>a</sup> 24717

PARISH OF POKOLBIN COUNTY OF NORTHUMBERLAND

Scale 130 feet to an Inch

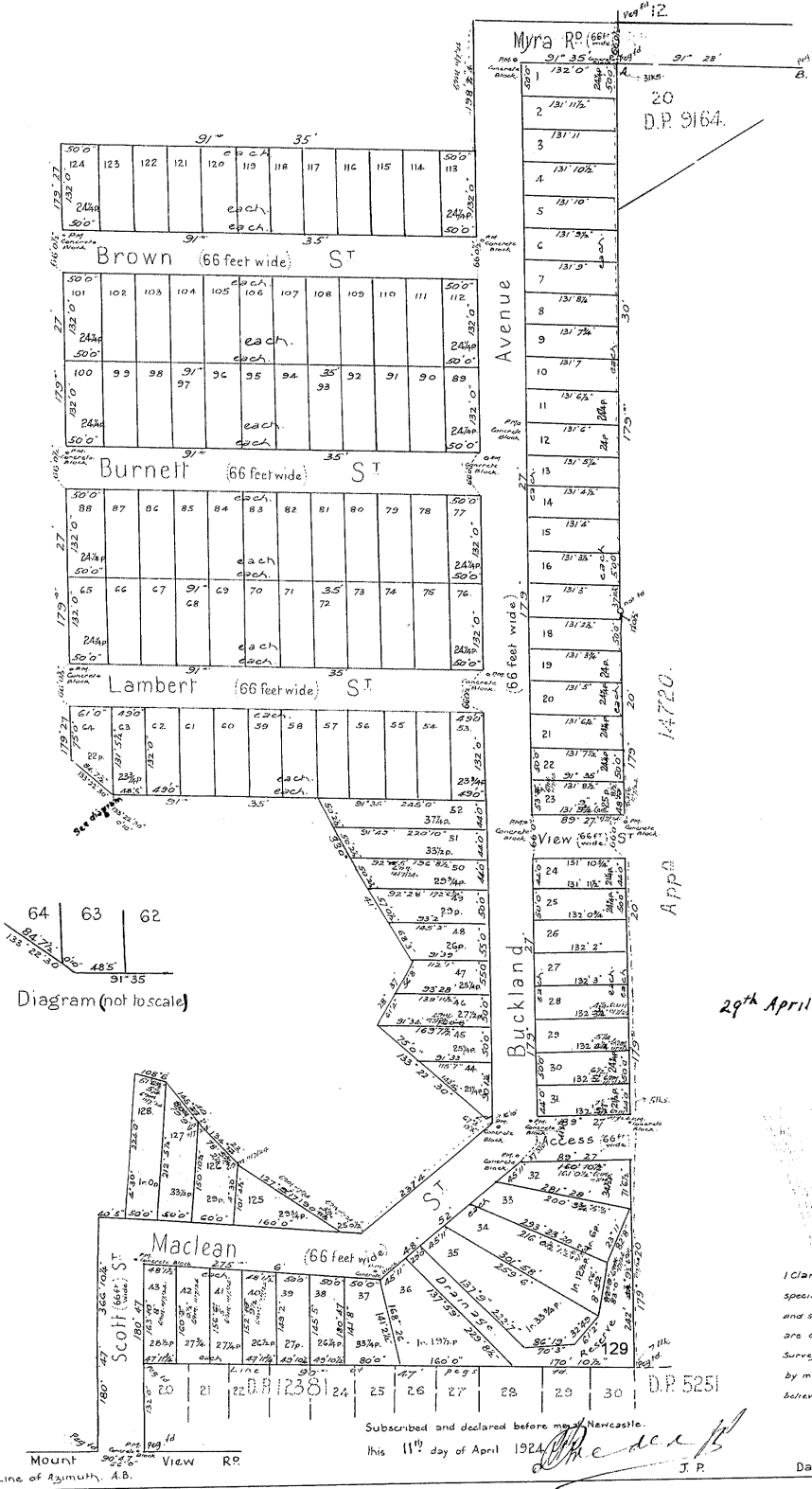
DP12682

(E)

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 12682

FEET INCHES	METRES
10	0.255
15	0.457
20	0.610
25	0.762
30	0.914
35	1.067
40	1.219
45	1.372
50	1.524
55	1.677
60	1.829
65	1.981
70	2.134
75	2.286
80	2.438
85	2.591
90	2.743
95	2.895
100	3.048
105	3.200
110	3.352
115	3.505
120	3.657
125	3.809
130	3.961
135	4.114
140	4.266
145	4.418
150	4.570
155	4.722
160	4.875
165	5.027
170	5.179
175	5.331
180	5.483
185	5.635
190	5.787
195	5.940
200	6.092
205	6.244
210	6.396
215	6.548
220	6.700
225	6.852
230	7.004
235	7.156
240	7.308
245	7.460
250	7.612
255	7.764
260	7.916
265	8.068
270	8.220
275	8.372
280	8.524
285	8.676
290	8.828
295	8.980
300	9.132
305	9.284
310	9.436
315	9.588
320	9.740
325	9.892
330	10.044
335	10.196
340	10.348
345	10.500
350	10.652
355	10.804
360	10.956
365	11.108
370	11.260
375	11.412
380	11.564
385	11.716
390	11.868
395	12.020
400	12.172
405	12.324
410	12.476
415	12.628
420	12.780
425	12.932
430	13.084
435	13.236
440	13.388
445	13.540
450	13.692
455	13.844
460	13.996
465	14.148
470	14.300
475	14.452
480	14.604
485	14.756
490	14.908
495	15.060
500	15.212
505	15.364
510	15.516
515	15.668
520	15.820
525	15.972
530	16.124
535	16.276
540	16.428
545	16.580
550	16.732
555	16.884
560	17.036
565	17.188
570	17.340
575	17.492
580	17.644
585	17.796
590	17.948
595	18.100
600	18.252
605	18.404
610	18.556
615	18.708
620	18.860
625	19.012
630	19.164
635	19.316
640	19.468
645	19.620
650	19.772
655	19.924
660	20.076
665	20.228
670	20.380
675	20.532
680	20.684
685	20.836
690	20.988
695	21.140
700	21.292
705	21.444
710	21.596
715	21.748
720	21.900
725	22.052
730	22.204
735	22.356
740	22.508
745	22.660
750	22.812
755	22.964
760	23.116
765	23.268
770	23.420
775	23.572
780	23.724
785	23.876
790	24.028
795	24.180
800	24.332
805	24.484
810	24.636
815	24.788
820	24.940
825	25.092
830	25.244
835	25.396
840	25.548
845	25.700
850	25.852
855	26.004
860	26.156
865	26.308
870	26.460
875	26.612
880	26.764
885	26.916
890	27.068
895	27.220
900	27.372
905	27.524
910	27.676
915	27.828
920	27.980
925	28.132
930	28.284
935	28.436
940	28.588
945	28.740
950	28.892
955	29.044
960	29.196
965	29.348
970	29.500
975	29.652
980	29.804
985	29.956
990	30.108
995	30.260
1000	30.412



The Vendors do not stipulate any restrictions affecting the user of the subject land.

*Handwritten signature*

C.A. No 13th Feb 1924

29th April 1924

*Handwritten signature*

John Brown Resident  
*Handwritten signature*

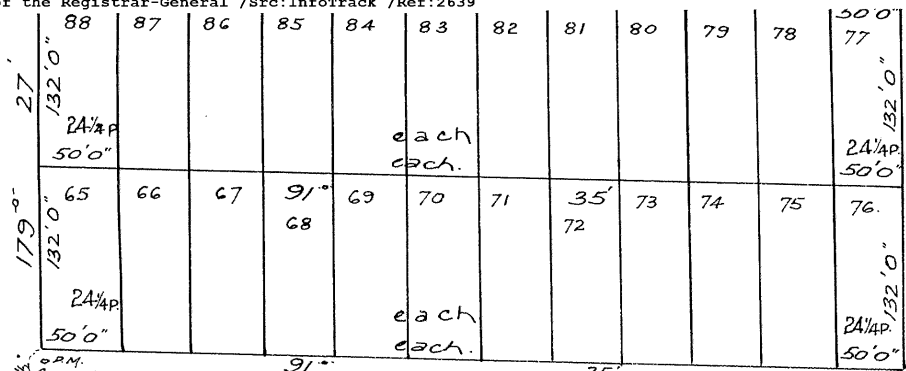
Clarence Frank Mills, of Newcastle, Licensed Surveyor specially Licensed under the Real Property Act, do hereby solemnly and sincerely declare that the measurements shown in this Plan are correct for the purposes of the said Act and that the Survey of the land to which the Plan relates has been made by me and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

*Handwritten signature*  
 Licensed Surveyor

Subscribed and declared before me at Newcastle.  
 this 11th day of April 1924 *Handwritten signature*  
 J. P.

Date of Survey 12th March 1924

AC NO P	AC NO I	AC NO I/A	SQ M	FEET INCHES	METRES
1	1	1	131.6	1	0.025
2	2	2	131.6	1	0.025
3	3	3	131.6	1	0.025
4	4	4	131.6	1	0.025
5	5	5	131.6	1	0.025
6	6	6	131.6	1	0.025
7	7	7	131.6	1	0.025
8	8	8	131.6	1	0.025
9	9	9	131.6	1	0.025
10	10	10	131.6	1	0.025
11	11	11	131.6	1	0.025
12	12	12	131.6	1	0.025
13	13	13	131.6	1	0.025
14	14	14	131.6	1	0.025
15	15	15	131.6	1	0.025
16	16	16	131.6	1	0.025
17	17	17	131.6	1	0.025
18	18	18	131.6	1	0.025
19	19	19	131.6	1	0.025
20	20	20	131.6	1	0.025
21	21	21	131.6	1	0.025
22	22	22	131.6	1	0.025
23	23	23	131.6	1	0.025
24	24	24	131.6	1	0.025
25	25	25	131.6	1	0.025
26	26	26	131.6	1	0.025
27	27	27	131.6	1	0.025
28	28	28	131.6	1	0.025
29	29	29	131.6	1	0.025
30	30	30	131.6	1	0.025
31	31	31	131.6	1	0.025
32	32	32	131.6	1	0.025
33	33	33	131.6	1	0.025
34	34	34	131.6	1	0.025
35	35	35	131.6	1	0.025
36	36	36	131.6	1	0.025
37	37	37	131.6	1	0.025
38	38	38	131.6	1	0.025
39	39	39	131.6	1	0.025
40	40	40	131.6	1	0.025
41	41	41	131.6	1	0.025
42	42	42	131.6	1	0.025
43	43	43	131.6	1	0.025
44	44	44	131.6	1	0.025
45	45	45	131.6	1	0.025
46	46	46	131.6	1	0.025
47	47	47	131.6	1	0.025
48	48	48	131.6	1	0.025
49	49	49	131.6	1	0.025
50	50	50	131.6	1	0.025
51	51	51	131.6	1	0.025
52	52	52	131.6	1	0.025
53	53	53	131.6	1	0.025
54	54	54	131.6	1	0.025
55	55	55	131.6	1	0.025
56	56	56	131.6	1	0.025
57	57	57	131.6	1	0.025
58	58	58	131.6	1	0.025
59	59	59	131.6	1	0.025
60	60	60	131.6	1	0.025
61	61	61	131.6	1	0.025
62	62	62	131.6	1	0.025
63	63	63	131.6	1	0.025
64	64	64	131.6	1	0.025
65	65	65	131.6	1	0.025
66	66	66	131.6	1	0.025
67	67	67	131.6	1	0.025
68	68	68	131.6	1	0.025
69	69	69	131.6	1	0.025
70	70	70	131.6	1	0.025
71	71	71	131.6	1	0.025
72	72	72	131.6	1	0.025
73	73	73	131.6	1	0.025
74	74	74	131.6	1	0.025
75	75	75	131.6	1	0.025
76	76	76	131.6	1	0.025
77	77	77	131.6	1	0.025
78	78	78	131.6	1	0.025
79	79	79	131.6	1	0.025
80	80	80	131.6	1	0.025
81	81	81	131.6	1	0.025
82	82	82	131.6	1	0.025
83	83	83	131.6	1	0.025
84	84	84	131.6	1	0.025
85	85	85	131.6	1	0.025
86	86	86	131.6	1	0.025
87	87	87	131.6	1	0.025
88	88	88	131.6	1	0.025
89	89	89	131.6	1	0.025
90	90	90	131.6	1	0.025
91	91	91	131.6	1	0.025
92	92	92	131.6	1	0.025
93	93	93	131.6	1	0.025
94	94	94	131.6	1	0.025
95	95	95	131.6	1	0.025
96	96	96	131.6	1	0.025
97	97	97	131.6	1	0.025
98	98	98	131.6	1	0.025
99	99	99	131.6	1	0.025
100	100	100	131.6	1	0.025
101	101	101	131.6	1	0.025
102	102	102	131.6	1	0.025
103	103	103	131.6	1	0.025
104	104	104	131.6	1	0.025
105	105	105	131.6	1	0.025
106	106	106	131.6	1	0.025
107	107	107	131.6	1	0.025
108	108	108	131.6	1	0.025
109	109	109	131.6	1	0.025
110	110	110	131.6	1	0.025
111	111	111	131.6	1	0.025
112	112	112	131.6	1	0.025
113	113	113	131.6	1	0.025
114	114	114	131.6	1	0.025
115	115	115	131.6	1	0.025
116	116	116	131.6	1	0.025
117	117	117	131.6	1	0.025
118	118	118	13		



Lambert (66 feet wide) ST.

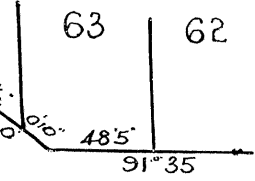
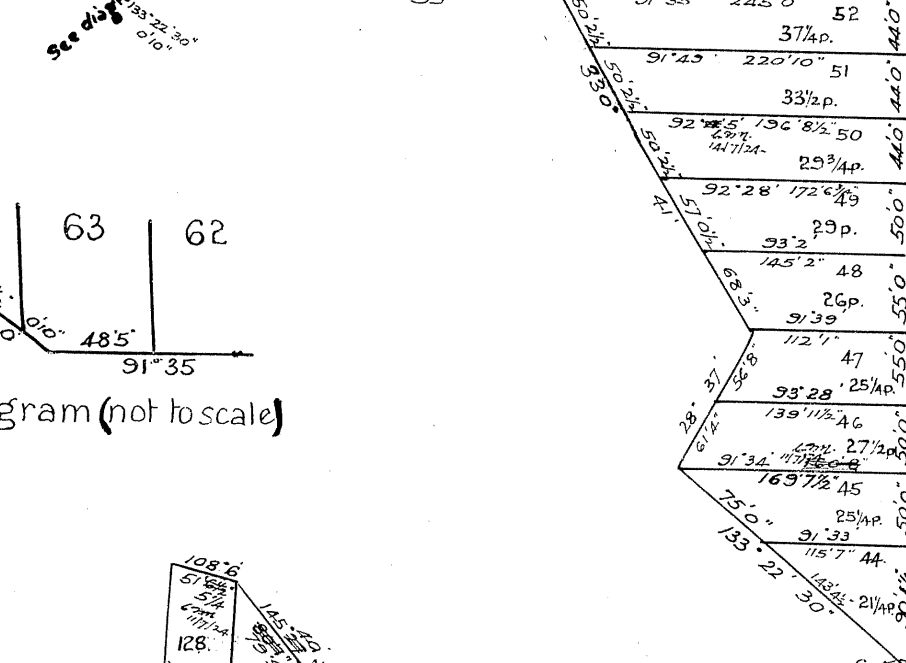
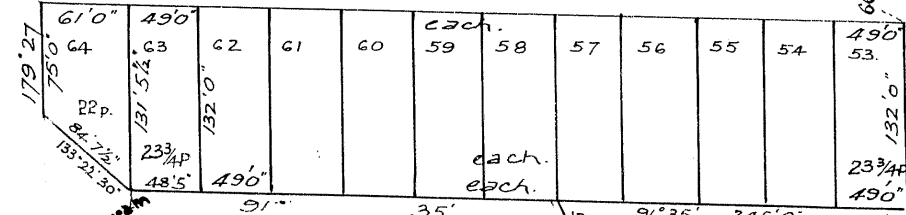
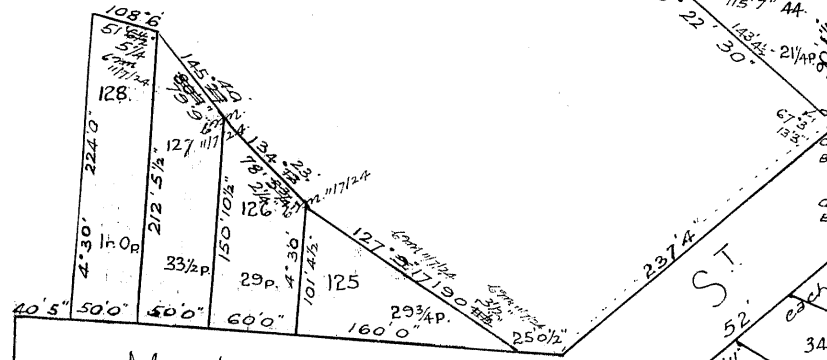
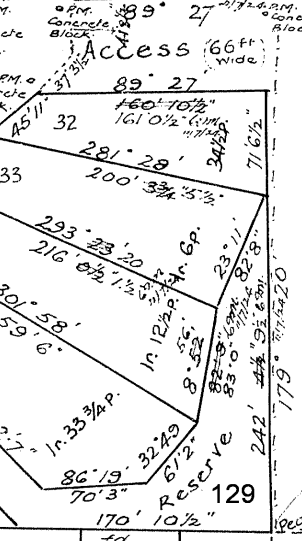
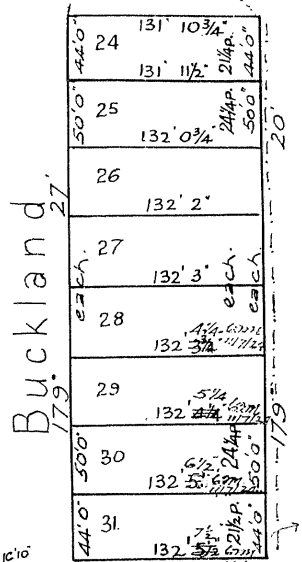
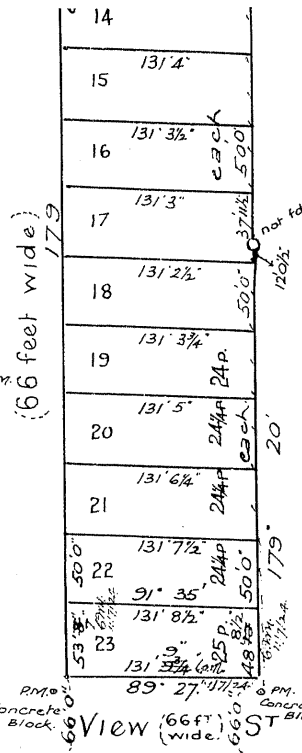
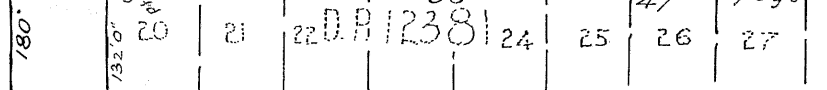
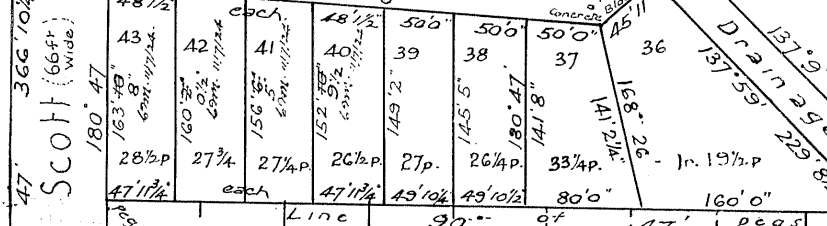


Diagram (not to scale)



Maclean (66 feet wide) ST.



14720  
Appo

29th

LOT 129 ADDED IN LPI 4.11.2016

Subscribed and declared before me at Newcastle.

This 11<sup>th</sup> day of April 1924 *[Signature]*

J. P.

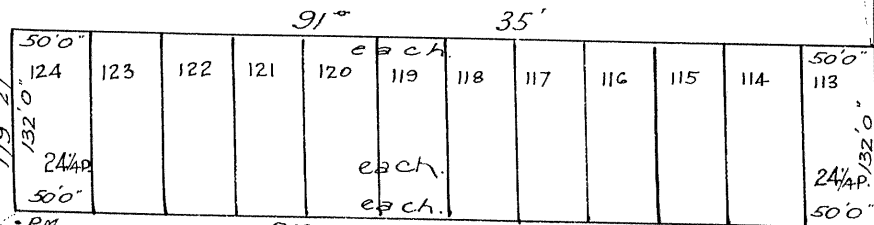
DP 12682

(E)

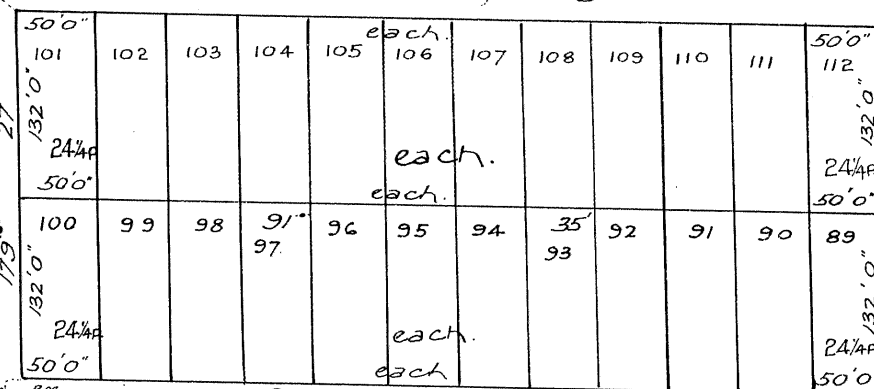
Mount View R.P.

Line of Azimuth. A.B.

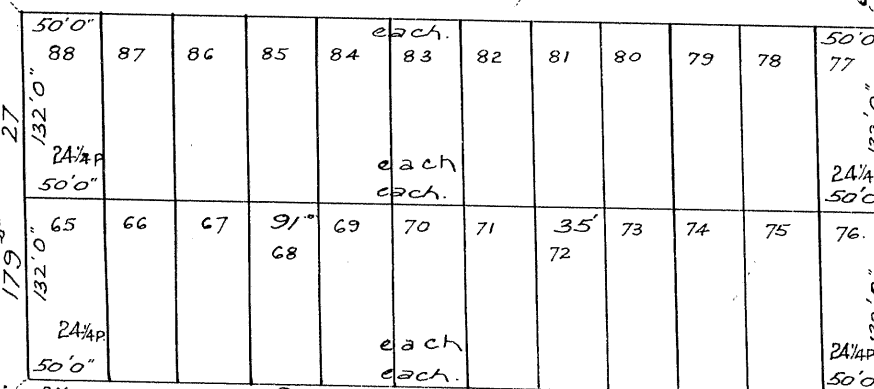
DP 12682 (E)



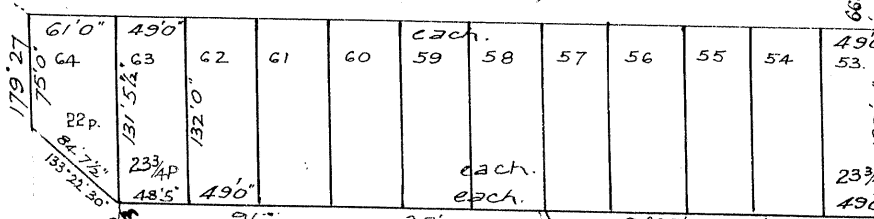
Brown (66 feet wide) ST



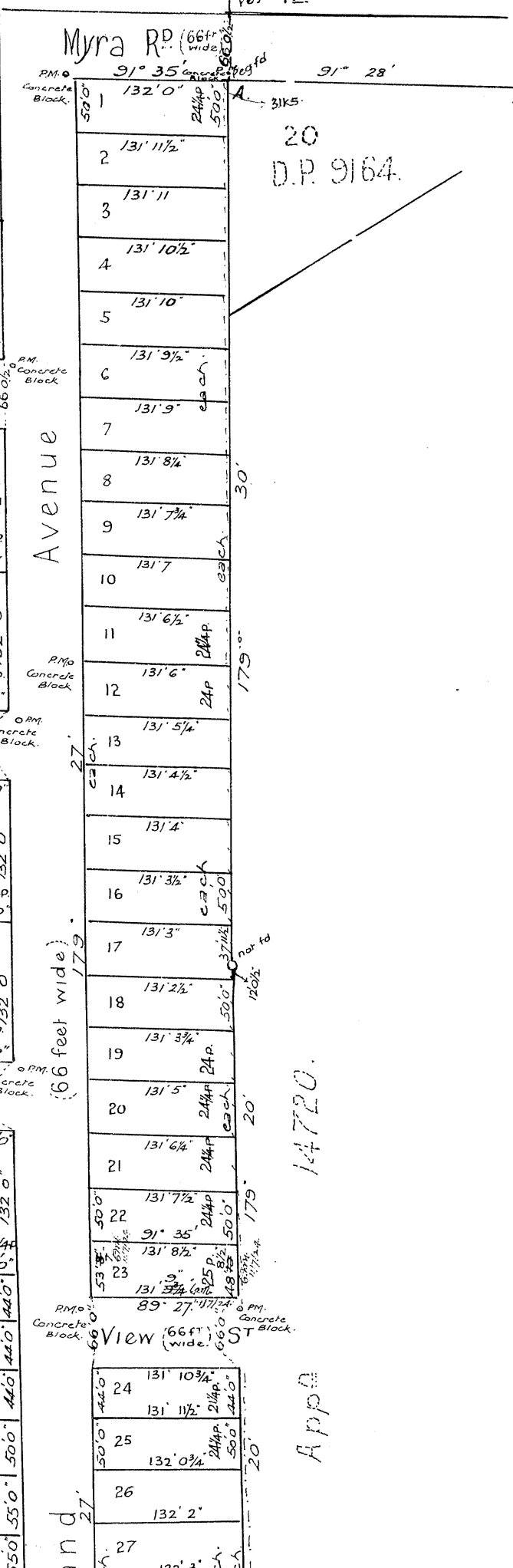
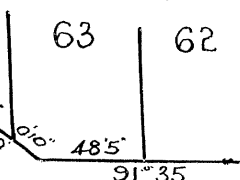
Burnett (66 feet wide) ST



Lambert (66 feet wide) ST



See diagram



Per FD 12

Appo

See RPE appen 26202 Vol 3892 fo. 149  
252 Book 1134 Conce.

Dated 17-10-18

1/6  
9 AUG 1918  
C. P. P.

book  
H. B.

T H I S I N D E N T U R E made this sixth day of July one thousand nine hundred and eighteen BETWEEN BERNARD EUGENE MCGRANE of Cessnock in the State of New South Wales Gentleman and ALBERT EDWARD WESTCOTT of Cessnock aforesaid Solicitor Executors of the Will of William Pinchen of the first part GEORGE ALEXANDER CAMPBELL of Rothbury in the said State wine grower and SAMUEL BARNARD of Sawyers Gully in the said State Wine grower Executors of the Will of William Pinchen the Elder of the second part and JOHN DOYLE of Cessnock aforesaid Gentleman (hereinafter called Purchaser) of the third part WHEREAS the said William Pinchen was in his lifetime seized in fee simple of or otherwise well and sufficiently entitled to the land and hereditaments hereinafter described AND WHEREAS the said William Pinchen duly made and executed his last Will and testament in writing bearing date the sixteenth day of May 1904 whereby he gave devised and bequeathed to his wife Louisa Pinchen for her own use and benefit all his estate and effects both real and personal during her life and after the death of the said Louisa Pinchen he directed that his said Estate should be divided amongst his children as therein mentioned HE devised to his son William Pinchen one hundred and twenty acres of land situate in the Parish of Cessnock being portion of Campbell's Grant purchased by him from the Mortgagees of the late Dickson's Estate bounded on the South by a Road leading from Cessnock to Pokolbin on the East by land known as McGrane's on the North by land purchased by him from the Mortgagees of the late Dickson's Estate On the West by land purchased by him from Cadell (being Portion 8) HE also gave and devised to the said William Pinchen eighty acres of land situate in the Parish of Cessnock being portion of Campbell's Grant purchased by him from Cadell bounded on the South by the Road leading from Cessnock to Pokolbin on the East by land purchased from the late Dickson's Mortgagees On the North by land purchased by him from King and on the West by land purchased by him from Davidson (being Portion 9) HE also gave devised and bequeathed to William Pinchen one hundred and sixty acres of land situate in the Parish of Cessnock being Portion of Campbell's Grant purchased by him from King bounded on the South by land purchased by him from Cadell and Davidson on the East by land purchased by him from the late Dickson's Mortgagees On the North by portion of the Pokolbin Village reserve and on the West by land purchased by him from Knight ( being Portion 3 ) HE also gave and devised unto the said William Pinchen ninety three acres of land situate in the Parish of Cessnock being Portion of Campbell's Grant purchased by him from Knight bounded on the South by land known as Apthorpe's then Doyle's on the East by land purchased from King on the North by land purchased by him from the Crown known as Oakey Creek paddock on the West by land known as Oakey McDonalds (being Portion 2) THE Testator directed that all lands described in that his Will as bequests to his said sons George William John and Joseph should be held by them during their lifetime thus depriving them of all right to sell or Mortgage the same and the said Testator appointed George Alexander Campbell and Samuel Barnard Junior Executors thereof AND WHEREAS the said William Pinchen departed this life on the twentieth day of September 1910 AND WHEREAS Probate of the said Will of the said William Pinchen deceased was duly granted by the Supreme Court of New South Wales in its Probate Jurisdiction to George Alexander Campbell and Samuel Barnard AND WHEREAS the said Louisa Pinchen widow of the said Alexander Pinchen departed this life on the thirty first day of July 1915 AND WHEREAS the said William Pinchen duly made and executed his last Will and Testament in writing bearing date the fourth day of October 1912 whereby he appointed the said Bernard Eugene McGrane and Albert Edward Westcott Executors and Trustees thereof HE thereby gave and devised all the real and personal estate to which he might be entitled or which he might have power to dispose of at his decease unto his said Trustees in trust to convert the same into money by sale or otherwise AND to invest the proceeds and pay the income thereof to his wife during her life and after her death he devised his property as therein mentioned AND he thereby empowered his Trustees to postpone the conversion of any part of his Estate for so long as they should think fit and authorised his Trustees to lease any real and leasehold Estate and to accept surrenders of Leases and Tenancies AND WHEREAS the said William Pinchen departed this life on the twelfth day of October 1912 without having revoked or altered his said Will AND WHEREAS Probate of his said Will was on the seventh day of April 1913 duly granted by the Supreme Court of New South Wales in its Probate Jurisdiction unto the said Bernard Eugene McGrane and Albert Edward Westcott AND WHEREAS by a Decree of the Supreme Court of New South Wales in Equity bearing date the fifth day of July 1917 it was declared that upon the true construction of the said Will and in the events that had happened each of the Defendants George Pinchen William Pinchen and Joseph Pinchen were entitled to the lands specifically devised to him by the said Will for an Estate in fee simple AND it was also declared that the direction contained in the said Will with regard to the lands therein described as bequests to the Testator's sons George William John and Joseph being held during their lifetime did not impose any valid restraint upon alienation by any of the said sons of the properties devised or bequeathed to them respectively by the said Will AND WHEREAS by a Decree of the Supreme Court of New South Wales in Equity bearing date the \_\_\_\_\_ day of \_\_\_\_\_ 1918 the sale of the said hereditaments and premises by the said Bernard Eugene McGrane and Albert Edward Westcott with a reservation to all coal and other minerals thereunder not reserved to the Crown together with the right of working the same was duly confirmed AND WHEREAS the said Bernard Eugene McGrane and Albert Edward Westcott hereinafter called Vendors have contracted and agreed with the said Purchaser for the absolute sale to him of the lands and hereditaments hereinafter described free from incumbrances for the sum of THREE THOUSAND FOUR HUNDRED AND THIRTY FOUR POUNDS AND WHEREAS the said Vendors have requested the said George Alexander Campbell and Samuel Barnard to join in and execute these presents for the purpose of getting in the legal estate NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Three thousand four hundred and thirty four pounds to the said Vendors paid by the said Purchaser on or before the execution of these presents the receipt whereof is hereby acknowledged THEY the said Vendors as such executors and Trustees of the Will of William Pinchen the younger as aforesaid do and each of them doth hereby grant bargain sell alien release and convey and the said George Alexander Campbell and Samuel Barnard in consideration of the premises at the request of the said Vendors do hereby grant release convey and confirm unto the said Purchaser and his heirs ALL THAT piece or parcel of land situate at Cessnock in the Parish of Pokolbin County of Northumberland State of New South Wales containing by admeasurement seventy eight acres one rood and point nought five perches be the said dimensions a little

John Doyle

2  
more or less being Lot ~~two~~ 2 of a Subdivision of David Campbell's 2560 acres grant commencing at a point being the South West Corner of Lot ~~one~~ 1 and bounded thence towards the West by that Lot being fenced lines bearing respectively naught degrees thirteen minutes nine hundred and seventy four decimal nine links naught degrees sixteen and one half minutes one thousand two hundred and seventy four decimal two links naught degrees nineteen minutes one thousand one hundred and fifty three decimal three links and naught degrees fifty two and one half minutes four hundred and eighty decimal three links thence towards the North by fence lines bearing and distant respectively ninety degrees fifty two and one half minutes five hundred and seventy two decimal five links ninety degrees twenty and one half minutes four hundred and twenty three decimal three links and ninety degrees naught and three quarters minutes one thousand and four decimal three links thence towards the East by Lot three being fenced lines bearing and distant respectively one hundred and seventy nine degrees twenty two minutes nine hundred and eighty seven decimal eight links one hundred and seventy nine degrees twenty six and one half minutes two thousand one hundred and eighty four decimal four links and one hundred and seventy nine degrees twenty eight and one quarter minutes eight hundred and two links and thence towards the South by a road one chain wide being a line bearing two hundred and seventy one degrees thirty eight and one quarter minutes two thousand and sixty three decimal two links to the point of commencement ALSO ALL THAT piece or parcel of land situate at Cessnock in the Parish of Pokolbin County of Northumberland State of New South Wales containing by admeasurement one hundred and fifty eight acres one rood and twenty perches be the said dimensions a little more or less being Lot 3 of a Subdivision of David Campbell's 2560 acres grant commencing at a point being the North west corner of Lot 10 and bounded thence towards the West by the end of a road one hundred links wide and Lot 2 being fenced lines bearing and distant respectively three hundred and fifty nine degrees twenty eight and one quarter minutes eight hundred and two links three hundred and fifty nine degrees twenty six and one half minutes two thousand one hundred and eighty four decimal four links and three hundred and fifty nine degrees twenty two minutes 987.8 links thence towards the North by Portion 25 a road Portion 156 and Portion 186 being lines bearing and distant respectively eighty nine degrees fifty two minutes one thousand and ninety nine decimal seven links ninety one degrees thirty three minutes one thousand hundred and twenty six decimal six links and ninety one degrees twenty eight and one half minutes one thousand four hundred and thirty four decimal two links thence towards the East by Lot 4 being fenced lines bearing and distant respectively one hundred and seventy nine degrees eleven minutes seven hundred and eighty three decimal four links and one hundred and seventy nine degrees twenty one and one quarter minutes three thousand two hundred and nine decimal two links and thence towards the South by Lots 9 and 10 being a line bearing two hundred and sixty six degrees fifty nine minutes ninety decimal eight links and two hundred and seventy one degrees twenty three and three quarters minutes two thousand and eight hundred and seventy eight links to the point of commencement ALSO ALL THAT piece or parcel of land situate at Cessnock in the Parish of Pokolbin County of Northumberland State of New South Wales containing by admeasurement one hundred and nineteen acres two roods and fourteen poles be the said dimensions a little more or less being Lot 8 of a subdivision of David Campbell's 2560 acres grant Commencing at a point in the South West corner of lot 7 and bounded thence towards the East by that lot being lines bearing and distant respectively three hundred and fifty nine degrees twenty two minutes one thousand nine hundred and thirty four links and three hundred and fifty nine degrees thirty two minutes two thousand and seventy seven decimal two links thence towards the North by Lot 4 being fenced lines bearing and distant respectively two hundred and seventy one degrees thirty four and one half minutes two thousand and nine hundred and forty two decimal six links thence towards the West by lot 9 being fenced lines bearing and distant respectively one hundred and eighty degrees twenty one and one quarter minutes one thousand three hundred and thirty nine decimal eight links and one hundred and eighty degrees ten minutes two thousand seven hundred and ten decimal six links and thence towards the South by Mount View Road being a line bearing ninety degrees forty eight minutes two thousand nine hundred and ninety five decimal nine links to the point of commencement AND ALSO ALL THAT piece or parcel of land situate at Cessnock in the Parish of Pokolbin County of Northumberland State of New South Wales containing by admeasurement seventy eight acres one rood and twenty eight poles be the said dimensions a little more or less being Lot 9 of a subdivision of David Campbell's 2560 acres Grant Commencing at a point being the South West corner of Lot eight and bounded thence towards the East by that Lot being fenced lines bearing and distant respectively naught degrees ten minutes two thousand seven hundred and ten decimal six links and naught degrees twenty one and one quarter minutes one thousand three hundred and thirty nine decimal eight links thence towards the North by Lot 3 being fenced lines bearing and distant respectively two hundred and sixty six degrees fifty nine minutes ninety decimal eight links and two hundred and seventy one degrees twenty three and three quarter minutes one thousand eight hundred and eight links thence towards the West by Lot 10 being a line bearing one hundred and eighty one degrees seventeen and one quarter minutes four thousand and sixty three links and thence towards the South by the Mount View Road being a line bearing ninety degrees forty eight minutes one thousand nine hundred and seventy four decimal five links to the point of commencement RESERVING unto the Vendors their heirs executors administrators and assigns all mines of coal and other minerals not included in the reservation to the Crown in and under the said land and hereditaments together with all necessary and proper powers rights and easements for searching winning getting and carrying away the same TOGETHER with all buildings erections fixtures fences lights ways drains water-courses lights easements and appurtenances whatsoever to the said lands and hereditaments belonging or with the same or any part thereof now or heretofore enjoyed or reputed as part thereof AND all the Estate right title interest claim and demand of the said Vendors as such Trustees as aforesaid in to and upon the said premises TO HOLD the said lands hereditaments and premises hereby granted or expressed so to be unto and to the use of the said Purchaser his heirs and assigns for ever AND each of them the said Vendors so far as relates to his own acts and omissions only doth hereby for himself his heirs executors and administrators covenant with the said Purchaser his heirs and assigns that they the said Vendors respectively have not at any time heretofore done omitted or suffered or been party or privy to anything whereby or by means whereof the said lands and hereditaments hereinbefore expressed to be hereby granted or any of them or any part thereof are in or may be encumbered or affected in any manner whatsoever or whereby the said Vendors respectively are in anywise prevented from granting and releasing the same premises or any of them or any part thereof in manner aforesaid AND the said Vendors as such Trustees as aforesaid so as to be per-

sonally liable under this covenant so long only as they shall retain the deeds hereby covenanted to be produced in their respective custody and for the purpose of binding also so far as they can other persons into whosoever custody the same deeds and writings may hereafter come but not further or otherwise do hereby covenant with the said Purchaser that they the said Vendors their executors administrators or assigns will at all times hereafter unless prevented by fire or accident upon every reasonable request in writing and at the cost of the said Purchaser or any person or persons claiming through him any estate or interest in the said lands or any part thereof produce (but in New South Wales only) the documents mentioned in the schedule hereunder written and furnish copies or abstracts of or extracts from the said documents to him or them as aforesaid or as he or they respectively direct and will in the meantime keep the same safe fire and accident only excepted AND each of them the said George Alexander Campbell and Samuel Barnard so far as related to his own acts and omissions only doth hereby covenant with the said Purchaser his heirs executors administrators and assigns that they the said George Alexander Campbell and Samuel Barnard respectively have not ~~have not~~ done or knowingly suffered or been party or privy to anything whereby they or either of them are prevented from assuring the said lands hereditaments and premises in manner aforesaid or whereby the same or any part thereof is or may be in anywise encumbered IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year first within written.

THE SCHEDULE REFERRED TO

23rd October 1855	Conveyance Bernard McGrane to Robert Munson Registered Number 351 Book 40.
25th June 1858	Conveyance Robert Munson to William Giles Registered Number 276 Book 60.
6th Septr. 1858	Deed of Bargain and Sale John O. Brennan to Patrick Hutchison Registered Number 346 Book 57.
23rd March 1859	Conveyance Patrick Hutchison to James Dickson and others Registered Number 275 Book 60.
23rd August 1861	Conveyance Alexander Dickson to James Dickson and Robert Strachan Regd. Number 129 Book 74.
27th January 1863	Conveyance James Dickson to Robert Strachan Registered Number 792 Book 81.
16th August 1867	Conveyance John Alexander Saunders John Lindsay and Albert Jones to William Pinchen Registered Number 96 Book 108.
5th July 1917	Decree of Supreme Court of New South Wales in Equity.
1918	Decree of Supreme Court of New South Wales in Equity.

SIGNED SEALED AND DELIVERED by the )  
said BERNARD EUGENE McGRANE in the )  
presence of :- :- )

B. E. McGrane (L.S)

G. A. Ward  
Solr.  
Cessnock.

BY the said ALBERT EDWARD WESTCOTT)  
in the presence of :- :- )

A. E. Westcott (L.S)

G. A. Ward

BY the said GEORGE ALEXANDER CAMP-)  
BELL in the presence of :- :- )

G. A. Campbell (L.S)

G. A. Ward

AND by the said SAMUEL BARNARD in )  
the presence of :- :- )

Samuel Barnard Jr. (L.S)

G. A. Ward.

RECEIVED from the within named Purchaser the sum of THREE THOUSAND  
FOUR HUNDRED AND THIRTY FOUR POUNDS being the full consideration) £3434:0:0.  
money within expressed to have been paid by him to us :- :- )

WITNESS to the signature of the said )  
BERNARD EUGENE McGRANE :- :- )

B. E. McGrane

G. A. Ward.

WITNESS to the signature of the said )  
ALBERT EDWARD WESTCOTT :- :- )

A. E. Westcott

G. A. Ward.

NEW SOUTH WALES)  
TO WIT )

ON this ninth day of August in the year one thousand nine hundred and eighteen Charles Cyril Alexander of Sydney Esq Barrister at Law in the said State Law Clerk being duly sworn makes oath and says :- The writing contained on this and the preceding pages is a true copy of the original.

SWORN by the Deponent on the day first )  
abovementioned at Sydney before me :- )

Ch. C. Alexander

W. J. Goulding

Deputy Registrar General.

RECEIVED into the Registrar General's Office at Sydney this ninth day of August A. D. 1918 at 20 mins past three o'clock in the after noon from Charles Cyril Alexander aforesaid

W. J. Goulding

Deputy Registrar General.



# PLANNING CERTIFICATE

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

Info Track  
Level 21 Tower 2 200 Barangaroo Avenue  
  
SYDNEY 2000

Applicants Reference  
2639-#168658857#

## CERTIFICATE DETAILS

Certificate Number:	2103
Date of Certificate:	28/07/2025

## PROPERTY DETAILS

Address:	12 Burnett Street CESSNOCK NSW 2325
Title:	LOT: 94 DP: 12682
Parcel No:	4519

## BACKGROUND INFORMATION

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

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



# PLANNING CERTIFICATE

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

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

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

### **State Environmental Planning Policies**

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

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

Chapter 2 \_ Standards for residential development \_ BASIX

Chapter 3\_ Standards for Non-residential development

Chapter 4\_ Miscellaneous

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 3 \_ Hazardous and offensive development

Chapter 4 \_ Remediation of land

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

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 2 \_ Infrastructure

Chapter 3 \_ Educational establishments and child care facilities

State Environmental Planning Policy (Resources and Energy) 2021

Chapter 2 \_ Mining, petroleum production and extractive industries

State Environmental Planning Policy (Primary Production) 2021

Chapter 2 \_ Primary production and rural development

State Environmental Planning Policy (Planning Systems) 2021

Chapter 2 \_ State and regional development

Chapter 4 \_ Concurrences and consents

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapter 4 \_ Koala habitat protection 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Precincts \_ Regional) 2021

Chapter 2 \_ State significant precincts

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

### **Local Environmental Plans**

[Cessnock Local Environmental Plan 2011](#)

### **Development Control Plans**



# PLANNING CERTIFICATE

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

[Cessnock Development Control Plan 2010](#)

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

- (2) The name of each proposed environmental planning instruments and draft development control plan, which is or has been subject to community consultation or public exhibition under the Environmental Planning and Assessment Act 1979, that will apply to the carrying out of development on the land and:
- (3) Council has been notified that the following Draft State Environmental Planning Policy was placed on public exhibition and may affect land use planning and development in Cessnock:

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

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

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

DRAFT Planning Proposal \_ 18-2020-3-1\_ Proposal to implement the changes to the Special Purposes(SP)zones \_ Public Exhibition \_ 02-02-2023 \_ 02-03-2023.

DRAFT Planning Proposal \_ 18-2022-2-1\_ Proposal to implement the changes to the Comprehensive Rural Zones review. Public Exhibition \_ 14-09-2022 \_ 2-10-2022

Draft Planning Proposal \_ Cessnock City Council Various Administrative Amendments 2021 \_ Public exhibition 30-11-2022 - 18-01-2022

DRAFT Planning Proposal \_ Comprehensive LEP Review \_ Environment Zones \_ Land Use Table \_ 18-2023-5-1 \_ Public exhibition \_ 31-08-2022 \_ 26-10-2022 \_ PP2021-7357

DRAFT Planning Proposal \_ Comprehensive LEP Review \_ Amending Rural Zone Land Uses, Local Objectives and Mapping Anomalies \_ 18-2022-2-1 \_ Public exhibition \_ 14-9-2022 \_ 26-10-2022

DRAFT Planning Proposal \_ Environmental Lands \_ 18 2021 6 1 \_ Public exhibition \_ 31-08-2022 \_ 26-10-2022

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

### **Draft Development Control Plan**

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

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

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

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

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



# PLANNING CERTIFICATE

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

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

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

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

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

(4) **In this section –**

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

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

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

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

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

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

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

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

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

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

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



# **PLANNING CERTIFICATE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

- (a) the identity of the zone, whether by reference to –
  - (i) a name, such as “Residential Zone” or “Heritage Area”, or
  - (ii) a number, such as “Zone No 2 (a)”,

R2 Low Density Residential under the Cessnock Local Environmental Plan 2011

- (b) the purposes for which development in the zone –
  - (i) may be carried out without development consent, and
  - (ii) may not be carried out except with development consent, and
  - (iii) is prohibited,

R2 Low Density Residential

1 Permitted without consent

Home occupations

2 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Hospitals; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential accommodation; Respite day care centres; Roads; Sewerage systems; Tank-based aquaculture; Water supply systems

3 Prohibited

Multi dwelling housing; Residential flat buildings; Rural workers’ dwellings; Shop top housing; Any other development not specified in item 1 or 2

- (c) whether additional permitted uses apply to the land,  
No
- (d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,  
No
- (e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:  
The land is not land that includes or comprises biodiversity conservation under the Biodiversity Conservation Act 2016.
- (f) whether the land is in a conservation area, however described,



# PLANNING CERTIFICATE

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

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

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

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

### 3. Contributions plans

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

Cessnock Section 7.12 Levy Contributions Plan 2017.

Cessnock City Wide Local Infrastructure Contributions Plan 2020.

Housing and Productivity Contributions

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

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

(a) The name of the region, and

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

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

- (4) In this section-

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

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

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

**Note-** The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

No

### 4. Complying development

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

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

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

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

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



# PLANNING CERTIFICATE

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

**ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021**

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

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



# PLANNING CERTIFICATE

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

**ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021**

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

## 5. Exempt Development

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1) (b1) -(d) or 1.16A.
- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

<b>Biodiversity Conservation Act 2016 and Fisheries Management Act 1994</b>	Exempt Development may not be carried out on land that is a declared area of outstanding biodiversity value under the Biodiversity Conservation Act 2016 or declared critical habitat under Part 7A of the Fisheries Management Act 1994
<b>Wilderness Act 1987</b>	Exempt Development may not be carried out on land that is, or is part of, a wilderness area (within the meaning of Wilderness Act 1987)
<b>Heritage Act 1977</b>	Exempt Development may not be carried out on land that is, or on which there is, an item that is listed on the State Heritage Register under the Heritage Act 1977, or that is subject to an interim heritage order under that Act
<b>Schedule 4 _ Land included from the General Exempt Development Code</b>	Exempt Development may be carried out on land that is described or otherwise identified on a map specified in Schedule 4.



# PLANNING CERTIFICATE

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

**ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021**

<b>Land within 18 kilometres of Siding Spring Observatory</b>	Exempt Development may not be carried out on Land within 18 kilometres of Siding Spring Observatory
<b>Schedule 11 _ Conditions applying to complying development certificates under the Agritourism and Farm Stay Accommodation Code</b>	Exempt Development may not be carried out on the land under the Agritourism and Farm Stay Accommodation Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.

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

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

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

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

- (1) Whether the Council is aware that –

- (a) an affected building notice is in force in relation to the land, or
- (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or
- (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

- (2) In this section –

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

**building Product Rectification Order** has the same meaning as in the *Building Products (Safety) Act 2017*.

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

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

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

## 7. Land reserved for acquisition

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



# PLANNING CERTIFICATE

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

No

## 8. Road widening and road realignment

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

- (a) the *Roads Act 1993*, Part 3, Division 2, or
- (b) an environmental planning instrument, or
- (c) a resolution of the council.

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

- (a) Division 2 of Part 3 of the *Roads Act 1993*, or
- (b) any environmental planning instrument, or
- (c) any resolution of the council.

## 9. Flood related development controls

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

No

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

No

- (3) In this section –

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

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

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

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

### Note: Flood Studies

- Cessnock Citywide Flood Study
- Branxton Flood Level Review WMA Water Final Report
- Floodplain Risk Management Study and Plan Report Cessnock City (Black Creek)
- Hunter River Branxton to Green Rocks Flood Study Final Report
- Wallis and Swamp Creek Flood Study Final Report Volume 1
- Wallis and Swamp Creek Flood Study Final Report Volume 2
- Wollombi Floodplain Risk Management Study & Plan
- Greta Flood Study
- Swamp/Fishery Creek Floodplain Risk Management Study - Final Report



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

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

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

**Landslip**

No

**Bushfire**

No

**Tidal Inundation**

No

**Subsidence**

No

**Acid Sulphate Soils**

No

**Contamination**

Cessnock City Council \_ Contaminated Land Policy \_ Land Use Planning

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

**Aircraft Noise**

No

**Salinity**

No

**Coastal Hazards**

No

**Sea Level Rise**

No

**Any Other Risk (other than flooding)**

Cessnock City Council \_ Climate Change Policy \_ Land Use Planning



# PLANNING CERTIFICATE

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

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

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

## 11. Bush fire prone land

- (1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.
- (2) If none of the land is bush fire prone land, a statement to that effect.

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

## 12. Loose-fill asbestos insulation

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

No

## 13. Mine subsidence

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

No

## 14. Paper subdivision information

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

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

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

There is no subdivision order that applies to the land

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

## 15. Property vegetation plans

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



# PLANNING CERTIFICATE

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

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

## 16. Biodiversity stewardship sites

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

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

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

## 17. Biodiversity certified land

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

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

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

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

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

No

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

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

(2) In this section –

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

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



# PLANNING CERTIFICATE

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

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

## 20. Western Sydney Aerotropolis

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

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) shown on the Lighting Intensity and Wind Shear Map, or
- (c) shown on the Obstacle Limitation Surface Map, or
- (d) in the “public safety area” on the Public Safety Area Map, or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

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

## 21. Development consent conditions for seniors housing

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

No

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

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

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

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

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

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

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



# PLANNING CERTIFICATE

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

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

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

No

- (4) In this section –

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

## 23. Water or sewerage services

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

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

No

## 24. Special entertainment precincts

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

No

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

A handwritten signature in black ink, appearing to read "Peter Chrystal".

Peter Chrystal  
**Director Planning and Environment**



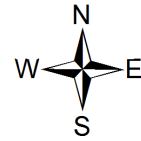
# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SERVICE LOCATION PLAN

Enquiries: 1300 657 657

### APPLICANT'S DETAILS



InfoTrack

12 BURNETT

CESSNOCK NSW

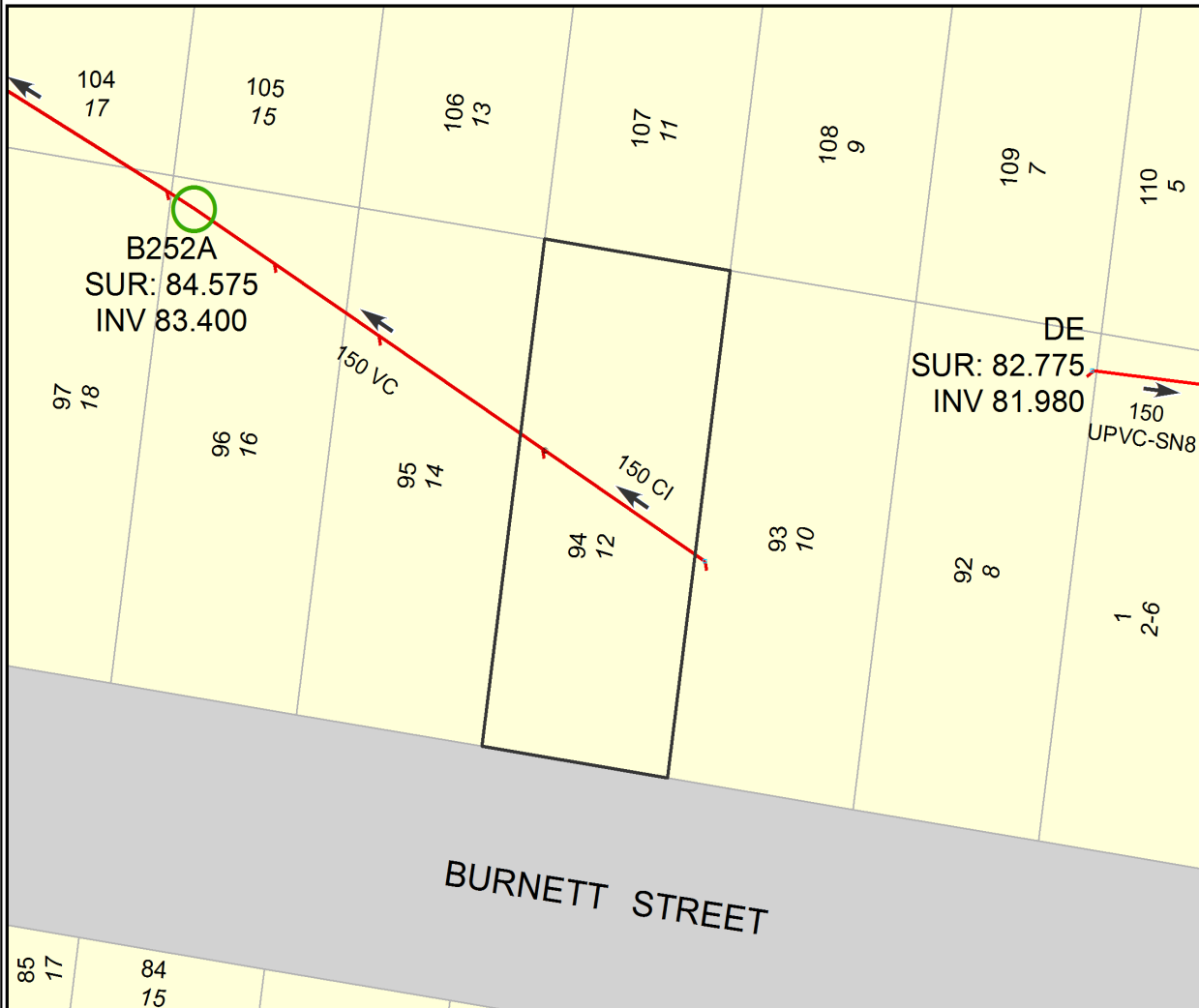
APPLICATION NO.: 2605694

APPLICANT REF: M 2639

RATEABLE PREMISE NO.: 8440200448

PROPERTY ADDRESS: 12 BURNETT ST CESSNOCK 2325

LOT/SECTION/DP:SP: 94//DP 12682



SEWER POSITION APPROXIMATE ONLY.  
SUBJECT PROPERTY BOLD.  
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: 28/07/2025

Scale at A4: 1:500

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

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

## NSW SWIMMING POOL REGISTER

### Certificate of Compliance

#### Section 22D – Swimming Pools Act 1992

Pool No:	7352382e
Property Address:	12 BURNETT STREET CESSNOCK
Expiry Date:	14 July 2028
Issuing Authority:	Blake Andrew Nixon - Registered Certifier - bdc3032

Complied with AS1926.1 (2012).

The swimming pool at the above property complies with Part 2 of the *Swimming Pools Act 1992*. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act 1992*.

This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the *Swimming Pools Act 1992*.

The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B(3) of the *Swimming Pools Act 1992*.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

## NSW SWIMMING POOL REGISTER

### Certificate of Registration

#### Section 30C – Swimming Pools Act 1992

Pool No:	7352382e
Property Address:	12 BURNETT STREET CESSNOCK
Date of Registration:	23 January 2014
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	In ground

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance



MR THOMAS HANSON  
12 BURNETT STREET  
CESSNOCK NSW 2325

Our reference: 7161485703126

Phone: **13 28 66**

29 July 2025

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello THOMAS,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411110381291
Vendor name	THOMAS HANSON
Clearance Certificate Period	29 July 2025 to 29 July 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,

**Emma Rosenzweig**

Deputy Commissioner of Taxation

### Need help?

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.