

# Contract for the sale and purchase of land - 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>STONE REAL ESTATE</b> 49/47-49 The Esplanade, Ettalong Beach NSW 2257 Email: <a href="mailto:joshuayoung@stonerealestate.com.au">joshuayoung@stonerealestate.com.au</a>	phone (02) 4369 6000 fax ref
co-agent	Not Applicable	phone fax ref
vendor	<b>GEZA ANDERSON and MICHELLE AGNES ANDERSON</b> 20 Madeleine Circuit, Somerville VIC 3912	
vendor's solicitor	<b>TRUE VALUE PROPERTY CONVEYANCING</b> 91 Crown Street, Wollongong NSW 2500 PO Box 882, Wollongong NSW 2520 email: <a href="mailto:property@heardmcewan.com.au">property@heardmcewan.com.au</a>	phone (02) 4254 5200 fax ref NFH:APC:234464
date of completion	42nd day after the contract date (clause 15)	
Land (address, plan details and title reference)	<b>85 CASTLE CIRCUIT, UMINA BEACH NSW 2257</b> Registered Plan: Lot 374 in Deposited Plan 250706 <b>Folio Identifier 374/250706</b>	
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 type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or 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 checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input 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 checked="" type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: smoke alarms			
exclusions				
purchaser				
purchaser's				phone
<input type="checkbox"/> solicitor				fax
<input type="checkbox"/> conveyancer	email:			ref
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

~~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**

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

**Choices**

Vendor agrees to accept a **deposit bond**  NO  yes

**Nominated Electronic Lodgment Network ELN** (clause 4) PEXA

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

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

Parties agree that the deposit be invested (clause 2.9)  NO  yes

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

**Land tax** is adjustable  NO  yes

**GST:** Taxable supply  NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply  NO  yes

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

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

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

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) – further 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

<p><b>General</b></p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewerage lines location diagram (sewerage service diagram)</p> <p><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</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input checked="" type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input checked="" type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input checked="" type="checkbox"/> 24 land tax certificate</p> <p><b>Home Building Act 1989</b></p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure and warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p><b>Swimming Pools Act 1992</b></p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <p><input type="checkbox"/> 33 property certificate for strata common property</p> <p><input type="checkbox"/> 34 plan creating strata common property</p> <p><input type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata – lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input type="checkbox"/> 58 disclosure statement – off the plan contract</p> <p><input type="checkbox"/> 59 other documents relevant to off the plan contract</p> <p><b>Other</b></p> <p><input type="checkbox"/> 60 Other: Not Applicable</p>
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**HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number**

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

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

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

### 13 Goods and services tax (GST)

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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

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

## 24 Tenancies

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

85 CASTLE CIRCUIT, UMINA BEACH NSW 2257

## **Additional Provisions**

### **33. Alterations to Printed Form**

Clause 7.1.1 is amended by deleting the words "5% of the price" and inserting "1% of the price" in their place.

### **34. Agent Indemnity**

The Purchaser warrants to the Vendor that the Purchaser has not been introduced to the property by any real estate agent or agency other than the agent or agency nominated in this Contract and hereby agrees to indemnify the Vendor against any claim by any real estate agent or agency due to the Purchaser's breach or alleged breach of this warranty to the intent that all damages, costs and expenses on a Solicitor and Client basis which may be incurred by the Vendor in respect of any such claim or alleged claim shall be paid by the Purchaser to the Vendor. This clause shall not merge upon completion.

### **35. Notice to Complete**

- (a) In the event the Purchaser fails to complete this Contract in accordance with its terms, the Vendor can serve a notice to require the Purchaser to complete within not less than fourteen (14) days after service of the notice and to make the time for doing so essential.
- (b) The period referred to in this clause is deemed reasonable for all purposes.
- (c) The notice may be withdrawn by the Vendor who may issue a further such notice (or notices).

### **36. Delayed Completion**

If the Purchaser shall not complete this purchase by the completion date, without default by the Vendor, the Purchaser shall pay to the Vendor on completion, in addition to the balance purchase money:-

- (a) an amount calculated as eight per cent (8%) per annum interest on the balance purchase money, computed at a daily rate from the day immediately after the completion date to the day on which this sale shall be completed; and
- (b) (if the Vendor has served upon the Purchaser a Notice to Complete) the sum of three hundred and thirty dollars (\$330.00) to cover legal costs and other expenses incurred as a consequence, to be allowed by the Purchaser as an additional adjustment on completion;

It is agreed between the parties that the above interest calculation is a genuine pre-estimate of the damages that would be suffered by the Vendor should the Purchaser not complete this purchase by the completion date.

### **37. Condition of the Property**

Before signing this Contract, the Purchaser acknowledges that:

- (a) He/She/They/It (as the case may be) has had an opportunity to inspect the property; and

- (b) accepts the property in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the Purchaser cannot make a claim or requisition or rescind or terminate in this regard.

**38. Termination and Rescission**

If a party to this Contract is an individual who, before completion:

- (a) dies; or
- (b) becomes incapable of managing its own affairs due to unsoundness of mind,

then the Vendor may rescind this Contract and the provisions of clause 19 shall apply.

**39. Cooling Off Period**

- (a) When the Purchaser requests the Vendor to extend any cooling-off period, it is an essential term that on completion of this Contract the Purchaser shall pay to the Vendor the sum of \$220.00 inclusive of GST for each extension requested, in order to reimburse the Vendor for the additional legal costs incurred by the Vendor in connection with the request for the extension of the cooling-off period, whether or not the Vendor agrees with the request.
- (b) Where the Purchaser rescinds this Contract pursuant to the cooling-off period legislation, a certified copy of this contract provision submitted to the deposit holder shall be sufficient authority for the deposit holder to release this amount from any deposit held by the deposit holder intended to be refunded to the Purchaser.

**40. Payment of Deposit**

- (a) The Purchaser must pay the full 10% deposit either as to the full amount on or before the making of this Contract except where the Vendor has agreed to accept a lesser sum to be paid on or before the making of this Contract in which event the balance of the 10% deposit is to be paid on or before the date for completion or on demand by the Vendor (but with the Vendor only being entitled to make a demand for payment of the balance of the deposit if the Purchaser is in default in an essential respect of obligations under the terms of this Contract).
- (b) If the Purchaser fails to pay any balance of deposit after demand or if the Vendor is entitled to keep or recover the deposit then the Vendor may recover the balance of the deposit as a liquidated debt.

**41. Director Guarantee**

- (a) For the purposes of this clause, if the Purchaser is a company, wherever it appears within the clause the word "Guarantor" means the Director of the Company or (if more than one) all Directors of the Company (jointly and severally) if they have executed this Contract on behalf of the Purchaser.
- (b) By his or her execution of this Contract on behalf of the Purchaser any such Director is deemed to have given this Guarantee.
- (c) i. The Guarantor has requested the Vendor to enter into this Contract with the Purchaser and the Vendor does so in consideration of this Guarantee and Indemnity;

- ii. The Guarantor acknowledges that he/she has been given a copy of this Contract and has had full opportunity to consider its provisions before entering into this Guarantee and Indemnity;
- (d) The Guarantor guarantees to the Vendor prompt performance of all of the obligations of the Purchaser contained or implied in this Contract. If the obligation is to pay money, the Vendor may immediately recover the money from the Guarantor as a liquidated debt without first commencing proceedings or enforcing any other right against the Purchaser or any other person.
- (e) If the Purchaser is not bound by some or all of its obligations under this Contract, the Guarantor agrees, by way of indemnity and principal obligation, to pay to the Vendor the amount which would have been payable by the Guarantor to the Vendor under this Guarantee had the Purchaser been bound.
- (f) This Guarantee and Indemnity is a continuing security and is not discharged or prejudicially affected by any settlement of accounts, but remains in full force until a final release is given by the Vendor.
- (g) The Guarantor's liability is not affected by:
  - i the granting of time, forbearance or other concession by the Vendor to the Purchaser or any Guarantor;
  - ii any delay or failure by the Vendor to take action against the Purchaser or any Guarantor;
  - iii an absolute or partial release of the Purchaser or any Guarantor or a compromise with the Purchaser or any Guarantor;
  - iv a variation, novation, renewal or assignment of this Contract by the Vendor, whether or not this increases the liability of the Purchaser or the liability of the Guarantor under this Contract;
  - v the termination of this Contract;
  - vi the fact that this Contract is wholly or partially void, voidable or unenforceable;
  - vii the unenforceability of the Guarantee or Indemnity against one or more of the Guarantors; or
  - viii the exercise or purported exercise by the Vendor of its rights under this Contract.
- (h) The Guarantor's liability is not discharged by a payment to the Vendor which is later avoided by law. If that happens, the Vendor, the Purchaser and the Guarantor will be restored to their respective rights and obligations as if the payment had not been made.
- (i) If a liquidator or trustee in bankruptcy disclaims this Contract, the Guarantor still indemnifies the Vendor against any resulting loss.
- (j) Until the Vendor has received all money payable to it by the Purchaser:
  - i the Guarantor must not prove or claim in any liquidation, bankruptcy, composition, arrangement or assignment for the benefit of creditors of the Purchaser; and
  - ii the Guarantor must hold any claim it has and any dividend it receives on trust for the Vendor.
- (k) Until the Guarantor's liability under this Contract is discharged, the Guarantor may not, without the consent of the Vendor:
  - i claim the benefit or seek the transfer (in whole or in part) of any other Guarantee, Indemnity of Security held or taken by the Vendor;

- ii make a claim or enforce a right against the Purchaser or any other guarantor or against the estate of any of the property of any of them (except for the benefit of the Vendor);
  - iii raise a set-off or counterclaim available to it or the Purchaser against the Vendor in reduction of its liability under this Guarantee and Indemnity.
- (l)
- i. the Guarantor agrees to pay or reimburse the Vendor on demand for costs, charges and expenses of making, enforcing and doing anything in connection with this Guarantee and Indemnity, including all costs actually payable by the Vendor to its legal representatives and all taxes (except income tax) which are payable in connection with this Guarantee and Indemnity or any payment, receipt or other transaction contemplated by it;
  - ii. money paid to the Vendor by the Guarantor must be applied first against payment of costs, charges and expenses and then against any other obligations under this Guarantee and Indemnity.
- (m) If the Vendor assigns its rights under this Contract, the benefit of the Guarantee and Indemnity extends to the assignee and continues concurrently for the benefit of the Vendor regardless of the assignment unless the Vendor releases the Guarantor in writing.

#### **42. Service of Notices**

- (a) Notwithstanding any other provision of this Contract any document or notice is also served on a party if an electronic copy of the document or notice is transmitted to the email address of that party's Solicitor or Conveyancer.
- (b) The electronic address of a party's Solicitor or Conveyancer is any email address published or displayed on letterhead and email communications sent by that Solicitor or Conveyancer to the other party's Solicitor during the course of the transaction the subject of this Contract.
- (c) Such service shall be taken to have been delivered in accordance with the terms of *Electronic Transactions Act 2000* Schedule 1 Clause 13.



FOLIO: 374/250706

SEARCH DATE	TIME	EDITION NO	DATE
9/10/2023	11:41 AM	6	15/6/2021

LAND

LOT 374 IN DEPOSITED PLAN 250706  
AT UMINA  
LOCAL GOVERNMENT AREA CENTRAL COAST  
PARISH OF PATONGA COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM DP250706

FIRST SCHEDULE

GEZA ANDERSON  
MICHELLE AGNES ANDERSON  
AS JOINT TENANTS (T AR144111)

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 M608474 COVENANT
- 3 M715253 EASEMENT FOR DRAINAGE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PROPOSED DRAINAGE EASEMENT 30.48 METRES WIDE SHOWN IN PLAN LODGED WITH M715253
- 4 DP250706 RIGHT OF WAY AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP250706 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP250706 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP250706 RESTRICTION(S) ON THE USE OF LAND  
Q397224 VARIATION
- 8 5526384 RIGHT OF WAY VAR WIDTH AFFECTING THE PART OF THE LAND SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 AR144112 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

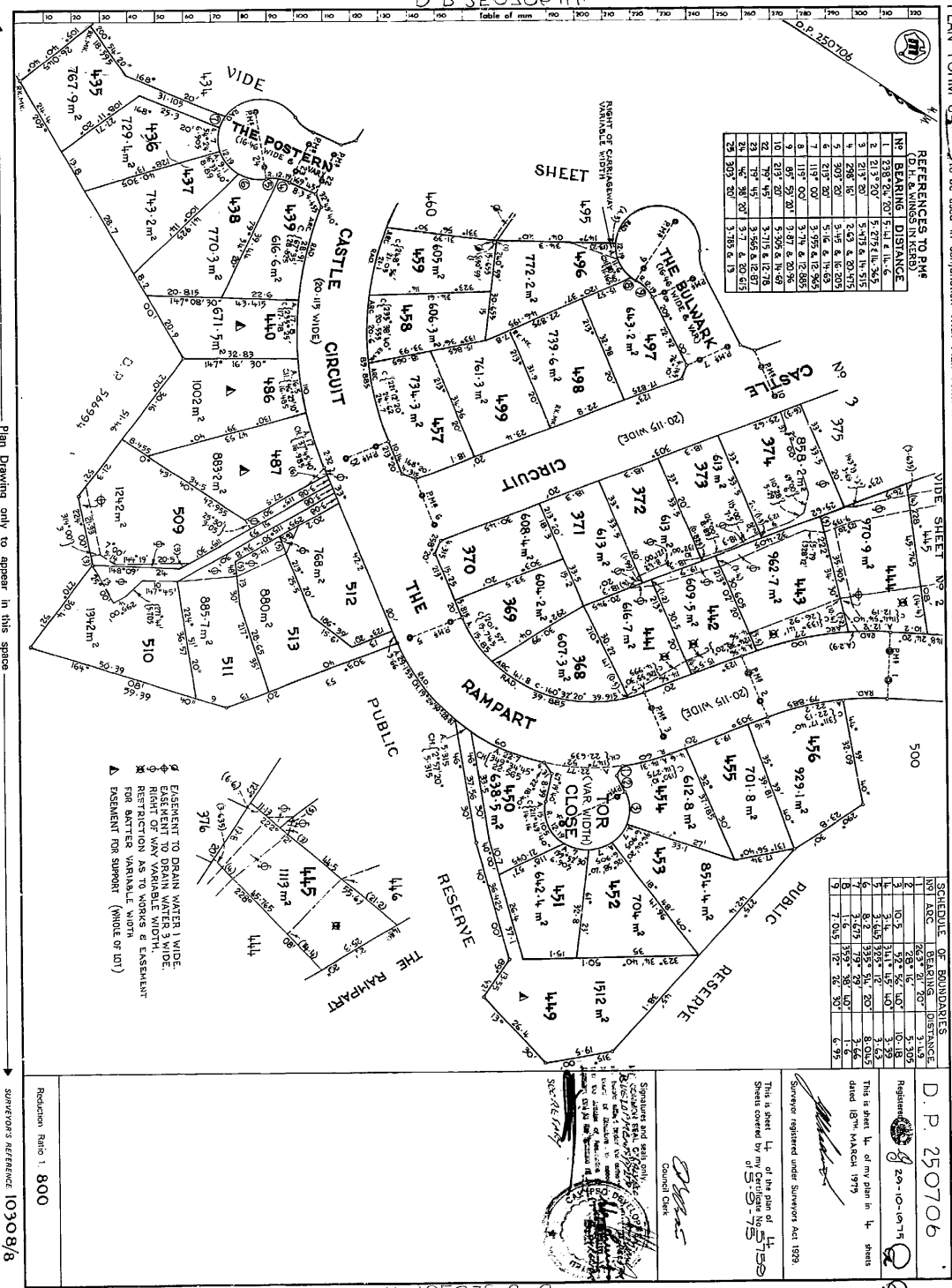
\*\*\* END OF SEARCH \*\*\*

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\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

D.P. 250706/H



REFERENCES TO PLAN

NO	BEARING	DISTANCE
1	228° 04' 20"	5.414 m. U. & S.
2	213° 50'	5.2724 m. U. & S.
3	213° 50'	5.473 & 14.515
4	288° 16'	2.43 & 20.515
5	203° 20'	3.45 & 16.203
6	213° 50'	3.955 & 12.865
7	113° 00'	3.716 & 12.865
8	113° 00'	3.955 & 12.865
9	69° 59' 20"	3.87 & 20.56
10	213° 50'	3.505 & 14.69
11	79° 45'	3.715 & 12.78
12	79° 45'	3.566 & 12.575
13	79° 45'	3.566 & 12.575
14	203° 20'	3.716 & 14.615
15	203° 20'	3.716 & 14.615

SCHEDULE OF BOUNDARIES

NO	ACRE	BEARING	DISTANCE
1	0.5	263° 21' 20"	3.113
2	0.5	263° 21' 20"	10.189
3	3.4	311° 15' 40"	3.39
4	3.4	311° 15' 40"	3.39
5	3.4	311° 15' 40"	3.39
6	3.4	311° 15' 40"	3.39
7	3.4	311° 15' 40"	3.39
8	1.6	359° 38' 10"	1.6
9	7.005	12° 26' 30"	6.95

PLAN FORM 3 To be used in conjunction with Plan Form 2  
 WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION  
 OFFICE USE ONLY

Plan Drawing only to appear in this space

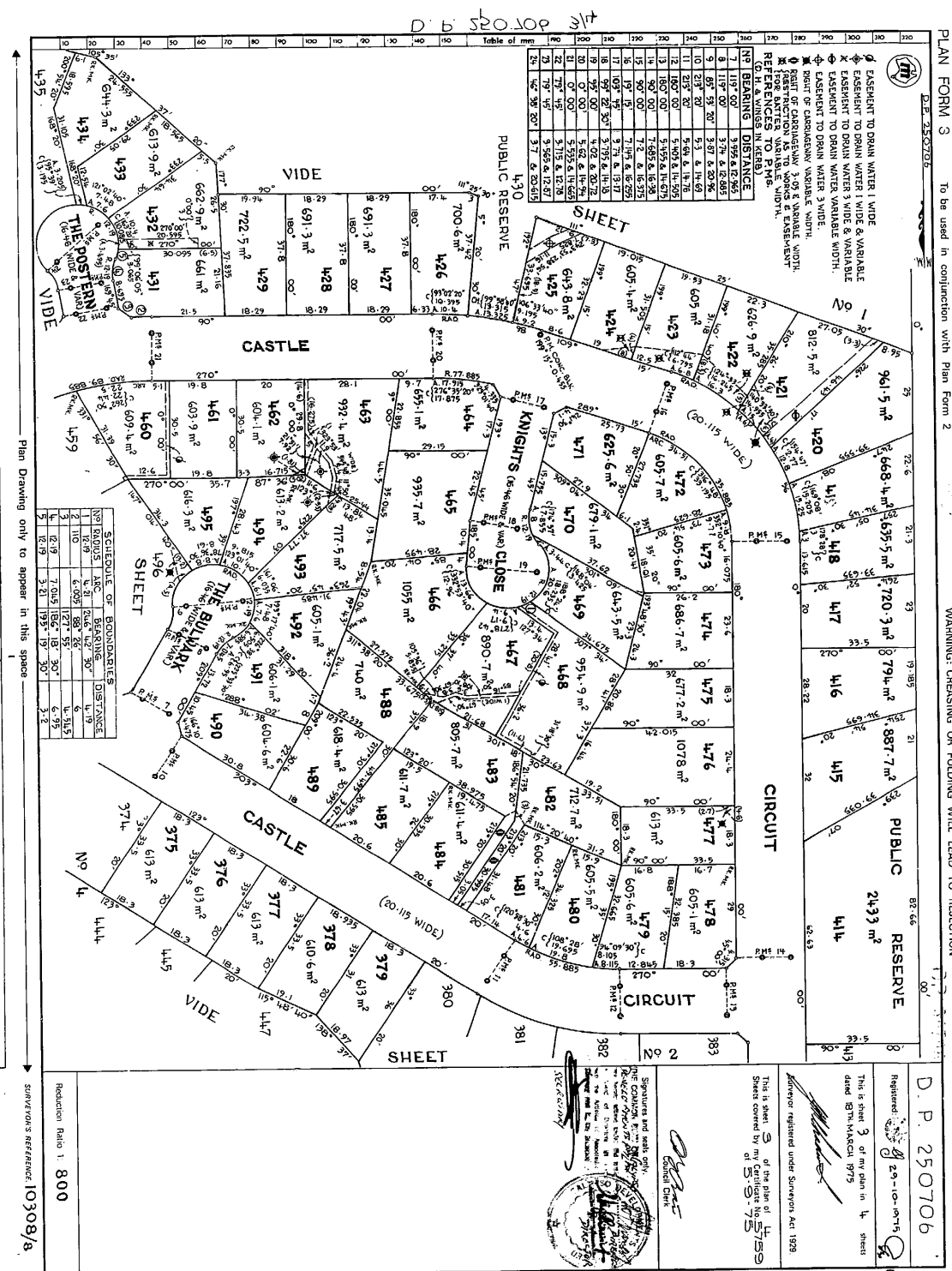
I, Jack Ingham Watson, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 31st day of October, 1975.

Surveyor registered under Surveyor Act 1929.  
 This is sheet 14 of the plan of 14 sheets covered by my certificate of registration dated 18th MARCH 1979.

D. P. 250706  
 Registered 20-10-1975

Surveyor General  
 Council Clerk

Reduction Ratio 1:800  
 SURVEYOR'S REFERENCE 10308/8



PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

D. P. 250706

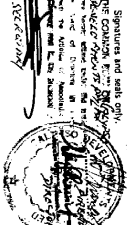
Registered 29-10-1975

This is sheet 3 of my plan in 4 sheets dated 29th MARCH 1975

Surveyor registered under Surveyors Act 1929

This is sheet 3 of the plan of 250706 Sheet covered by my Certificate No. 59-75

Signatures and seals only. THE COMMON SEAL OF THE REGISTRAR GENERAL FOR NEW SOUTH WALES



Reduction Ratio 1: 800

SURVEYORS REFERENCE 10308/8

Plan Drawing only to appear in this space

I, Jack Howard Watson, Registrar General for New South Wales, certify that this is a true and correct copy of the original plan as registered in my custody this 14th day of October, 1975.

*Jack Howard Watson*

- 1. EASEMENT TO DRINK WATER 1 WIDE
- 2. EASEMENT TO DRINK WATER 1 WIDE & VARIABLE
- 3. EASEMENT TO DRINK WATER 3 WIDE & VARIABLE
- 4. EASEMENT TO DRINK WATER VARIABLE WIDTH.
- 5. EASEMENT TO DRINK WATER 3 WIDE.
- 6. EASEMENT TO DRINK WATER VARIABLE WIDTH.
- 7. RIGHT OF CARPENTRY 3.05 & VARIABLE WIDTH.
- 8. RIGHT OF CARPENTRY VARIABLE WIDTH.
- 9. RIGHT OF CARPENTRY 3.05 & VARIABLE WIDTH.
- 10. RIGHT OF CARPENTRY VARIABLE WIDTH.
- 11. RIGHT OF CARPENTRY 3.05 & VARIABLE WIDTH.
- 12. RIGHT OF CARPENTRY VARIABLE WIDTH.
- 13. RIGHT OF CARPENTRY 3.05 & VARIABLE WIDTH.
- 14. RIGHT OF CARPENTRY VARIABLE WIDTH.
- 15. RIGHT OF CARPENTRY 3.05 & VARIABLE WIDTH.
- 16. RIGHT OF CARPENTRY VARIABLE WIDTH.
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- 39. RIGHT OF CARPENTRY 3.05 & VARIABLE WIDTH.
- 40. RIGHT OF CARPENTRY VARIABLE WIDTH.
- 41. RIGHT OF CARPENTRY 3.05 & VARIABLE WIDTH.
- 42. RIGHT OF CARPENTRY VARIABLE WIDTH.
- 43. RIGHT OF CARPENTRY 3.05 & VARIABLE WIDTH.
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- 76. RIGHT OF CARPENTRY VARIABLE WIDTH.
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- 78. RIGHT OF CARPENTRY VARIABLE WIDTH.
- 79. RIGHT OF CARPENTRY 3.05 & VARIABLE WIDTH.
- 80. RIGHT OF CARPENTRY VARIABLE WIDTH.
- 81. RIGHT OF CARPENTRY 3.05 & VARIABLE WIDTH.
- 82. RIGHT OF CARPENTRY VARIABLE WIDTH.
- 83. RIGHT OF CARPENTRY 3.05 & VARIABLE WIDTH.
- 84. RIGHT OF CARPENTRY VARIABLE WIDTH.
- 85. RIGHT OF CARPENTRY 3.05 & VARIABLE WIDTH.
- 86. RIGHT OF CARPENTRY VARIABLE WIDTH.
- 87. RIGHT OF CARPENTRY 3.05 & VARIABLE WIDTH.
- 88. RIGHT OF CARPENTRY VARIABLE WIDTH.
- 89. RIGHT OF CARPENTRY 3.05 & VARIABLE WIDTH.
- 90. RIGHT OF CARPENTRY VARIABLE WIDTH.
- 91. RIGHT OF CARPENTRY 3.05 & VARIABLE WIDTH.
- 92. RIGHT OF CARPENTRY VARIABLE WIDTH.
- 93. RIGHT OF CARPENTRY 3.05 & VARIABLE WIDTH.
- 94. RIGHT OF CARPENTRY VARIABLE WIDTH.
- 95. RIGHT OF CARPENTRY 3.05 & VARIABLE WIDTH.
- 96. RIGHT OF CARPENTRY VARIABLE WIDTH.
- 97. RIGHT OF CARPENTRY 3.05 & VARIABLE WIDTH.
- 98. RIGHT OF CARPENTRY VARIABLE WIDTH.
- 99. RIGHT OF CARPENTRY 3.05 & VARIABLE WIDTH.
- 100. RIGHT OF CARPENTRY VARIABLE WIDTH.

NO	BOUNDARY	BEARING	DISTANCE
1	110	127° 15'	1.9
2	110	6° 05'	2.6
3	110	127° 15'	1.9
4	110	6° 05'	2.6
5	110	127° 15'	1.9
6	110	6° 05'	2.6

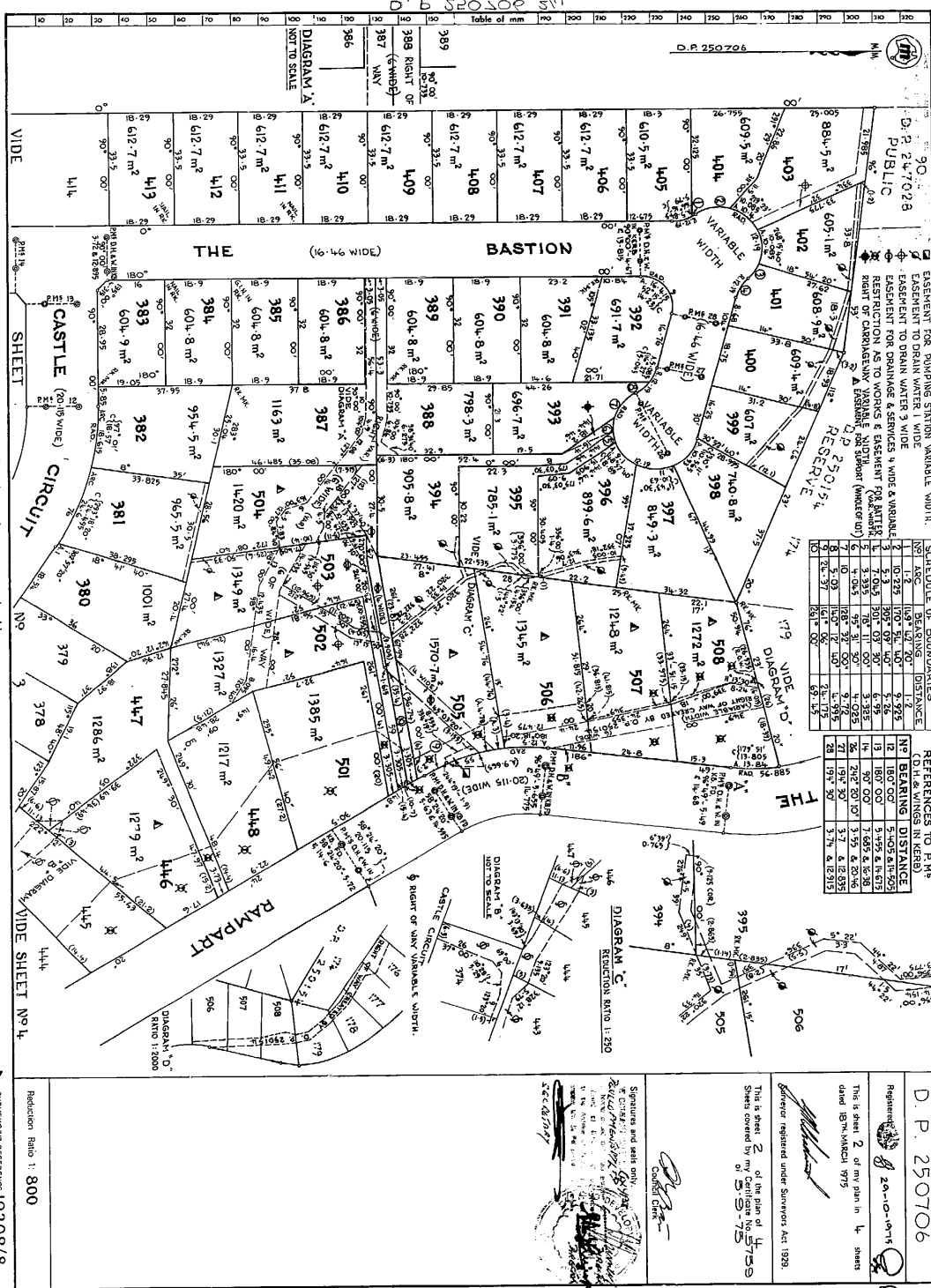
D. P. 250706 1/4

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY



SCHEDULE OF BOUNDARIES		REFERENCES TO P.M.S.	
NO.	ACRES	NO.	BEARING
1	1.0125	1	180° 00' 00"
2	1.0125	2	180° 00' 00"
3	1.0125	3	180° 00' 00"
4	1.0125	4	180° 00' 00"
5	1.0125	5	180° 00' 00"
6	1.0125	6	180° 00' 00"
7	1.0125	7	180° 00' 00"
8	1.0125	8	180° 00' 00"
9	1.0125	9	180° 00' 00"
10	1.0125	10	180° 00' 00"
11	1.0125	11	180° 00' 00"
12	1.0125	12	180° 00' 00"
13	1.0125	13	180° 00' 00"
14	1.0125	14	180° 00' 00"
15	1.0125	15	180° 00' 00"
16	1.0125	16	180° 00' 00"
17	1.0125	17	180° 00' 00"
18	1.0125	18	180° 00' 00"
19	1.0125	19	180° 00' 00"
20	1.0125	20	180° 00' 00"
21	1.0125	21	180° 00' 00"
22	1.0125	22	180° 00' 00"
23	1.0125	23	180° 00' 00"
24	1.0125	24	180° 00' 00"
25	1.0125	25	180° 00' 00"
26	1.0125	26	180° 00' 00"
27	1.0125	27	180° 00' 00"
28	1.0125	28	180° 00' 00"
29	1.0125	29	180° 00' 00"
30	1.0125	30	180° 00' 00"

Plan Drawing only to appear in this space

I, Jack Howard Wilson, Registrar General for New South Wales, Certify that this plan is a photograph made as a permanent record of a document in my custody this 31st day of October, 1975.

*Jack Howard Wilson*

Reduction Ratio 1: 800

Surveyors Reference: 10308/8

D. P. 250706

Registered 20-10-1975

This is sheet 2 of my plan in 4 sheets dated 18th March 1975

Surveyor registered under Surveyors Act 1928.

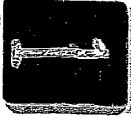
This is sheet 2 of my plan of 4 sheets covered by my Certificate No. 2759 of 5-5-75

*[Signature]*  
 Surveyor

Signatures and seals only.

*[Signature]*  
 Registrar General





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

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 26th June, 1990



P 478584

R-1  
 Note

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO  
 USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF  
 THE CONVEYANCING ACT, 1919.  
 (Sheet 1 of 12 Sheets)

**PART 1**

Plan: **DP250706** Subdivision covered by Council Clerk's Certificate No **5759 of 1975**

Full name and address of Proprietor of the Land: **CAIYISO DEVELOPMENTS PTY. LIMITED 52 - 58 Clarence Street, Sydney.**

1. Identity of easement or restriction firstly referred to in above-mentioned plan: **Easement to drain water 1 wide.**

Schedule of lots, etc. affected.

Lots burdened	Lots, name of road, or Authority, benefited
399	398
400	398, 399
401	398, 399, 400
402	398, 399, 400, 401
394	395
395	394, 397, 396
396	397
505	394, 395, 396, 397, 398
506	395, 396, 397
381	380, 382
503	380, 381, 382
468	482, 483, 488
460	495, 496
459	496

Easement to drain water 3 wide.

2. Identity of easement or restriction secondly referred to in above-mentioned plan: **Right of way 6 wide and variable width.**

Schedule of lots, etc. affected.

Lots burdened	Lots, name of road, or Authority, benefited
403	Gosford Shire Council
423	Gosford Shire Council
509	510, 511, 512, 513
444	371, 372, 373, 374, 441, 442, 443, 445
502	380, 381, 382, 503, 504
503	380, 381, 382, 502, 504

Easement to drain water 3 wide.

(This is sheet 1 of a 12 Sheet Instrument)

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO  
 USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF  
 THE CONVEYANCING ACT, 1919.  
 (Sheet 2 of 12 Sheets)

**PART 1**

Plan: **DP250706** Subdivision covered by Council Clerk's Certificate No **5759 of 1975**

3. Identity of easement or restriction thirdly referred to in above-mentioned plan: **Easement for drainage and services 4 wide and variable.**

4. Identity of easement or restriction fourthly referred to in above-mentioned plan: **Right of way 6 wide and variable width.**

Schedule of lots, etc affected

Lots Burdened	Lots, name of road or Authority benefited.
505	502, 503, 504, 387, 388
503	389, and Gosford Shire Council.
504	502, 504, 387, 388, 389 and Gosford Shire Council.
504	502, 503, 387, 388, 389 and Gosford Shire Council.

Right of way 6 wide and variable width.

5. Identity of easement or restriction fifthly referred to in above-mentioned plan: **Right of carriage way variable width**

Schedule of lots, etc affected

Lots Burdened	Lots, name of road or Authority benefited.
421	422,
394	393,
477	476,
496	495,

Right of carriage way variable width

(This is sheet 2 of a 12 Sheet Instrument)

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*



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

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 26th June, 1990

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO  
 USEB INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF  
 THE CONVEYANCING ACT, 1919.

(Sheet 3 of 12 Sheets)

Plan: DP250706 Subdivision covered by Council Clerk's Certificate No. 5757 of 1975

6. Identity of easement or restriction slightly referred to in above-mentioned Plan: Easement to drain water 1 wide and variable

Schedule of lots, etc. affected

Lots burdened	Lots, name of road, or Authority benefited
467	483, 488
462	494
463	493, 494
494	493

7. Identity of easement or restriction severally referred to in above-mentioned Plan: Easement to drain water 3 wide and variable.

Schedule of lots, etc. affected

Lots burdened	Lots, name of road, or Authority benefited
432	Gosford Shire Council

8. Identity of easement or restriction slightly referred to in above-mentioned Plan: Easement to drain water, variable width.

Schedule of lots, etc. affected

Lots burdened	Lots, name of road, or Authority benefited.
421	Gosford Shire Council

9. Identity of easement or restriction wholly referred to in above-mentioned Plan: Right of carriageway 3.05 wide and variable.

Schedule of lots, etc. affected

Lots burdened	Lots, name of road, or Authority benefited.
482	483
483	482

Approved by the Council of the Shire of Gosford  
 (This is Sheet 3 of a 12 Sheet Instrument)

5

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO  
 USEB INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF  
 THE CONVEYANCING ACT, 1919.

(Sheet 4 of 12 Sheets)

Plan: DP250706 Subdivision covered by Council Clerk's Certificate No. 5757 of 1975

10. Identity of easement or restriction wholly referred to in above-mentioned Plan: Right of way variable width

Schedule of lots, etc. affected

Lots burdened	Lots, name of road or Authority benefited.
374	371, 372, 373, 441, 442, 443, 444, 445, 446, 447, 448
373	371, 372, 441, 442, 443, 444, 445, 446, 447, 448
372	371, 441, 442, 443, 444, 445, 446, 447, 448
371	371, 372, 441, 442, 443, 444, 445, 446, 447, 448
441	371, 372, 441, 442, 443, 444, 445, 446, 447, 448
442	371, 372, 441, 442, 443, 444, 445, 446, 447, 448
443	371, 372, 441, 442, 443, 444, 445, 446, 447, 448
444	371, 372, 441, 442, 443, 444, 445, 446, 447, 448
445	371, 372, 441, 442, 443, 444, 445, 446, 447, 448
446	371, 372, 441, 442, 443, 444, 445, 446, 447, 448
447	371, 372, 441, 442, 443, 444, 445, 446, 447, 448
448	371, 372, 441, 442, 443, 444, 445, 446, 447, 448
509	510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

11. Identity of easement or restriction severally referred to in above-mentioned Plan: Easement for pumping station variable width

Schedule of lots, etc. affected

Lots Burdened	Lots, name of road or Authority benefited.
505	Basement for support, Gosford Shire Council.

12. Identity of easement or restriction wholly referred to in above-mentioned Plan: Basement for support

Schedule of lots, etc. affected

Lots Burdened	Lots, name of road or Authority benefited.
505	Basement for support, Gosford Shire Council.

Approved by the Council of the Shire of Gosford  
 (This is Sheet 4 of a 12 Sheet Instrument)

7



This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 26th June, 1990

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Plan: DP250706 Subdivision covered by Council Clerk's Certificate No. 5701 1975

12. (cont'd) Schedule of lots, etc. affected

505	394, 506,
506	395, 396, 505, 507,
507	396, 397, 506, 508,
508	397, 507,
502	503, 505,
503	502, 504, 505, 380,
504	381, 503, 505,
446	447, 452,
448	451, 452,
440	485,
486	440, 487,
497	486, 509,

13. Identity of easement or restriction enforceably referred to in above-mentioned plan: Restrictions as to User

14. Identity of easement or restriction fourteenthly referred to in above-mentioned plan: Restrictions as to User

Lots Burdened	Each lot other than lots 414, 430 and 500	14. Identity of easement or restriction fourteenthly referred to in above-mentioned plan:	13. Identity of easement or restriction enforceably referred to in above-mentioned plan:
Each lot except lots 368 to 420 inclusive, lots 425 to 440 inclusive and lots 449 to 500 inclusive and lot 509 to lots 513 inclusive	Each lot other than lots 414, 430 and 430	Restriction as to works and easement for batter variable width	Restrictions as to User
Every other lot except lots 368 to 420 inclusive, lots 425 to 440 incl. lots 449 to 500 inclusive and lots 509 to 513 incl. Gosford.	Every other lot other than lots 414, 500 and 430	Restriction as to works and easement for batter variable width	Restrictions as to User

Approved by the Council of the Shire of Gosford  
.....  
(This is Sheet 5 of a 12 Sheet Instrument)

9

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Plan: DP250706 Subdivision covered by Council Clerk's Certificate No. 5701 1975

3. Terms of easement for drainage and services 4 wide and variable, thirdly referred to in above-mentioned plan:

PULL AND PUSH right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by them from time to time, the Postmaster General, the Gosford Shire Council and the Brisbane Water County Council or any other Public Authority to pass convey and transmit across through under or over and in any quantities and in any manner, such supplies of gas, natural gas, electricity, water supply, telephone service and in any quantities and at all times to drain water (whether rain, storm, spring soakage or seepage water) and to pump and otherwise convey water and at all times by means of pipes to drain sewerage, sillage and other waste material and fluid in any quantities across and through the land herein indicated as the servient tenement together with the right to use for any of the purposes of this easement or any pipe or pipes or transmission lines already laid or erected within or upon the servient tenement for the purposes of this easement or any pipe or pipes or transmission lines in replacement or in substitution, therefore and where no such line of pipes or transmission line exists to lay place erect suspend and maintain a line of pipes of sufficient internal diameter on or below the surface of the servient tenement or to construct erect and maintain a transmission line of whatever capacity shall be necessary either beneath upon or suspended above the surface of the servient tenement and together with the right for the person as aforesaid and every person authorised by them or any such public Authority with any tools implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying inspecting cleansing repairing maintaining constructing erecting replacing or laying such pipe lines or transmission lines or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the person entitled as aforesaid and the person authorised by them will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

Approved by the Council of the Shire of Gosford  
.....  
(This is Sheet 6 of a 12 Sheet Instrument)

11



10	20	30	40	50	60	70	80	90	100	110	120	130	140
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PLAN IN THE LAND TITLES OFFICE  
 AMENDMENTS AND/OR ADDITIONS MADE ON

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 26th June, 1990

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.  
 (Sheet 7 of 12 Sheets)

Plan: DP250706 Subdivision covered by Council Clerk's Certificate No 579 of 1975

4 & 10. Terms of right of way 6 wide and variable width fourthly referred to in abovementioned plan and right of way variable width tenthly referred to in abovementioned plan:

FULL AND FREE right for every person who is at any time entitled to an estate or interest in possession of the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment the Gosford Shire Council, the Postmaster General and every person authorised by them to go pass and repass at all times and for all purposes with or without animals or vehicles or both to and from the said dominant tenement or any such part thereof TOGETHER WITH full and free right for every person who is at any time entitled to any estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by them from time to time, the Brisbane Water County Council, the Postmaster General, the Gosford Shire Council or any other Public Authority to pass, convey and transmit across through under or over and in any quantities and in any manner such supplies or quantities of gas, natural gas, electricity, telephone service, water supply and in any quantities and at all times to drain water (whether rain, storm, spring, sewage or seepage water) and at all times by means of pipes to drain sewerage, sludge and other waste material and fluid in any quantities across and through the land herein indicated as the servient tenement together with the right to use for the purpose of the easement any line of pipes or transmission lines already laid or erected within or upon the servient tenement for the purposes of this easement or any pipe or pipes or transmission lines in replacement or in substitution therefore and where no such line of pipes or transmission line exists to lay place erect suspend and maintain a line of pipes of sufficient internal diameter below the surface of the servient tenement or to construct erect and maintain a transmission line of whatever capacity shall be necessary either beneath upon or suspended above the surface of the servient tenement and together with the right for the person as aforesaid and every person authorised by them or any such Public Authority with any tools implements and machinery necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying inspecting cleansing repairing maintaining constructing erecting replacing or laying such pipe lines or transmission lines or any part thereof and for the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the person entitled as aforesaid and any person authorised by them will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

Approved by the Council of the Shire of Gosford  
 (This is sheet 7 of a 12 Sheet Instrument)

*[Signature]*

*[Signature]*

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.  
 (Sheet 8 to 12 Sheets)

Plan: DP250706 Subdivision covered by Council Clerk's Certificate No 579 of 1975

11. Terms of easement or restriction eleventhly referred to in abovementioned plan:

An easement for the passage of water and to carry across the land herein specified as the servient tenement by means of pipes any quantity of water and for this purpose to install, erect and maintain all necessary building and equipment including (but without limiting the generality of the foregoing) all pumps, valves, electrical switch boards, motors and lines of pipes sufficient for this purpose together with the right to come and go for the purpose of inspecting, maintaining, repairing, replacing and/or removing such equipment and for every person authorised by the Gosford Shire Council to enter into and upon the servient tenement or any part thereof at any time and to remain there for any reasonable time with workmen, electricians, plumbers or other persons, vehicles, things plant machinery tools and equipment provided that the Gosford Shire Council and the persons authorised by it will take all reasonable care to ensure as little disturbance or damage as possible to the servient tenement and its appurtenances.

12. Terms of easement for support twelfthly referred to in abovementioned plan:

FULL FREE right and privilege for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof to have whatever buildings, improvements and structures that may at any time be upon the land herein indicated as the dominant tenement supported laterally by the subsoil of and the earth, clay stone, shale and minerals in and under the land herein indicated as the servient tenement.

Approved by the Council of the Shire of Gosford

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

13

15



10	20	30	40	50	60	70	Table of mm	110	120	130	140
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This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 26th June, 1990

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

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

(Sheet 9 of 12 Sheets)

Plan: DP250706 Subdivision covered by Council Clerk's Certificate No. 57501 of 1975

13. Terms of restrictions as to user thirtreenthly referred to in abovementioned plan:

- (3) That not more than one main building shall be erected on any lot to which the burden of this covenant is attached and such building shall not be used for any purpose other than for residential purposes. No main building shall be erected or permitted to remain on any lot unless it shall have a minimum overall floor area of at least 93 square metres exclusive of any attached car port or garage.
- (11) No fence shall be erected on any lot closer to the street than the house building line as fixed by the Gosford Shire Council and no paling fence shall be erected on any lot.
- (141) That no sign of any description be it advertisement, hoarding, "for sale" sign, or any other type shall be erected on any lot at any time prior to the date being the expiry of three (3) years from the date on which the abovementioned plan is registered as a Deposited Plan where the registered proprietor of such lot is any person or corporation other than Calypso Developments Pty. Limited unless such sign has previously received the written approval of Calypso Developments Pty. Limited.
- (14) That for the benefit of any adjoining land owned by Calypso Developments Pty. Limited its successors and assigns other than Purchasers on sale no fence shall be erected on any lot to which the burden of this restriction is attached to divide the same from such adjoining land without the consent of Calypso Developments Pty. Limited but such consent shall not be withheld if such fence is erected without expense to Calypso Developments Pty. Limited and in favour of any person dealing with the registered proprietor of any lot referred to herein such consent shall be deemed to have been given in respect of every such fence for the time being erected.
- (4) That no building shall be erected or permitted to remain on any lot having a roof coloured or painted red or any shade thereof nor constructed of iron, tin, aluminium or similar material or asbestos cement unless it is coated or surfaced with a material of a substantially non-reflective nature.
- (11) No main building shall be erected or used to be permitted to be used on any lot unless the same shall be connected to the sewer if available, and if not available then to a pump out sullage system of effluent disposal.

Approved by the Council of the Shire of Gosford

This is Sheet 9 of a 12 Sheet Instrument.

*[Handwritten signatures and initials]*

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

(Sheet 10 of 12 Sheets)

Plan: DP250706 Subdivision covered by Council Clerk's Certificate No. 57501 of 1975

13. Terms of restrictions as to user thirtreenthly referred to in abovementioned plan:

- (11) No boulder or stone having a minimum girth greater than three (3) metres on any lot shall be dug out, removed, shifted or undermined (in whole or in part) in any manner without the consent of the persons being the Registered Proprietors of any land (other than streets or other public areas) having a common boundary with the land having the burden of this restriction.
- (14) The above restrictions numbered (1) to (11) or any of them may be released varied or modified by Calypso Developments Pty. Limited until the expiry of three (3) years from the date on which the abovementioned plan is registered as a deposited plan and thereafter by the person or persons being the Registered Proprietor of any lot having the benefit of the said restrictions as to user at that time (other than streets or other public areas) and having a common boundary with the lot or lots in respect of which it is desired to release vary or modify these restrictions.
- 14. Terms of restrictions as to works and easement for batter variable with fourteenthly referred to in the abovementioned plan. No part of any of the land designated by this restriction shall be used or plan as being burdened by this restriction shall be used or permitted to be used for any works without first obtaining a certificate from an engineer qualified as a corporate member of the Institution of Engineers, Australia, (and who is well experienced in the fields of soil and rock mechanics and structures) that such works shall not adversely affect the stability of the area. The term "works" where herein used shall be deemed to mean and include any excavation or removal of earth, rock, gravel, stone or top soil from any of the land (other than minimal disturbance for the purposes of landscaping or horticulture) or the bringing onto the land

Approved by the Council of the Shire of Gosford.

This is sheet 10 of a 12 Sheet Instrument.

*[Handwritten signatures and initials]*



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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 26th June, 1990

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

PART 2  
(Sheet 11 of 12 Sheets)

Plan: DP250706 Subdivision covered by Council Clerk's Certificate No. 5757 of 1975

of any material of any nature so that the surface of the land is raised or that the compositions or density of the soil is in any way altered. This restriction may be released varied or modified by the Shire Clerk for the time being of the Council of the Shire of Gosford.

FULL AND FREE right for the body in whose favour this easement is created and every person authorised by it from time to time and at all times hereafter to enter go upon return pass and reposs with or without vehicles in through along and over the tenement and to use the servient tenement for the purpose of placing thereon all such earth soil cement sand clay and other material as shall in the opinion of the Council of the Shire of Gosford be necessary or desirable for the purpose of constructing reconstructing and forever maintaining on the servient tenement a batter to serve as a support for the surface subsoil and under-surface of any public road or street adjoining or adjacent to the said land and the said batter when so constructed to use at all times hereafter for the purpose of giving such support as aforesaid AND the Registered Proprietor for himself and his successors in title covenants that he will not use or permit to be used this servient tenement in any manner or for any purpose which may directly or indirectly affect the stability of the said batter as a support for any public road or street as aforesaid and will not do or suffer to be done any act or thing which may injure or damage the said batter or in any way impair its efficiency and if he should do or suffer to be done any act or thing which may in his own expense properly and substantially repair and make good all such injury and damage provided that if the Registered Proprietor upon receipt of notice in writing from the Clerk for the time being of the Council of the Shire of Gosford requiring him properly and substantially to repair and make good all such damage or injury shall fail to do so promptly it shall be lawful for but not obligatory upon the said Council in so to repair and make good all such injury or damage and all costs damages charges and expenses incurred by the said Council in so doing shall be repayable by the Registered Proprietor to the said Council upon demand and in no case shall the said Council be obliged to obtain an engineer's certificate prior to carrying on any action authorised by this instrument not withstanding the fact that such action shall amount to the carrying on of works within the meaning of this instrument.

This is Sheet 11 of a 12 Sheet Instrument.

Approved by the Council for the Shire of Gosford.

*[Signature]*

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

(Sheet 12 of 12 Sheets)

Plan: DP250706 Subdivision covered by Council Clerk's Certificate No. 5757 of 1975.

AND WE HEREBY DECLARE that at the time of the execution by us of this instrument we have been duly authorised by the Board of Directors of the CORPORATION OF AUSTRALIA LIMITED to execute this instrument under the authority of which we have executed the said instrument.

SIGNED in my presence for and on behalf of the CORPORATION OF AUSTRALIA LIMITED by *[Signature]* Director

*[Signature]*

THE COMMON SEAL OF THE DEVELOPERS

Director

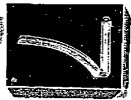
*[Signature]*

Approved by the Council of the Shire of Gosford


*[Signature]*

This is Sheet 12 of a 12 Sheet Instrument.

13



AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE											
10	20	30	40	50	60	70	Table of mm	110	120	130	140

  
 This negative is a photograph made as a permanent  
 record of a document in the custody of the  
 Registrar General this day, \_\_\_\_\_  
 26th June, 1990

P 478584  
 RETIREMENT SETTLEMENT ONLY INTERESTS CREATED  
 PURSUANT TO SECTION 88B, COMPANIONSHIP ACT,  
 1999, LODGED WITH DP 250706  
 29-10-1975  
 Kaye, Deane & Co.



No. M608474

New South Wales  
 72 FEB 3 9 PM 3  
 73 FEB 4 PM 11

get  
 R.P. 13A  
 (8)  
 Lodgment  
 Endorsement

**MEMORANDUM OF TRANSFER**  
 (REAL PROPERTY ACT, 1900.)

*[Handwritten signature]*

SATELLITE ESTATE PTY LIMITED

\$12.00

This form may be used where new restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

All blanks should be ruled up before signing.

If a less estate, strike out "in fee simple" and interline the required alteration.

(herein called transferor)  
 being registered as the proprietor of an estate in fee simple<sup>a</sup> in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of ONE HUNDRED AND FIFTY-EIGHT THOUSAND ONE HUNDRED AND FIFTY-NINE DOLLARS AND THIRTY-ONE CENTS (\$158,159.31) (the receipt whereof is hereby acknowledged) paid to it by

CAMBRIDGE CREDIT CORPORATION LIMITED do hereby transfer to

<sup>b</sup> Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

<sup>a</sup> CAMBRIDGE CREDIT CORPORATION LIMITED, a Company duly incorporated in the State of New South Wales AND HAVING its registered office situate at No. 249 George Street, Sydney in the State aforesaid,  
 (herein called transferee)

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

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
<u>NORTHUMBERLAND</u>	<u>PATONGA</u>	<u>WHOLE</u>	11660	94	BEING Lot 4 in Deposited Plan No. 551177
"	"	<u>PART</u>	11214	43	
"	"	<u>WHOLE</u>	11660	96	
Now being <u>WHOLE</u> of land comprised in Cert. of Title, Vol. 11767 Fol. 101. <i>ko</i>					

<sup>c</sup> The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number ") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. " and being Lot section D.P. ").

Unless authorised by Reg. 53, Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

70/18104A

And the transferee covenant(s) with the transferor that the Transferee for itself its successors and assigns covenants with the Transferor its successors and assigns for the benefit of Lot 3 in Deposited Plan No. 551177 and Lot 1 in Deposited Plan No. 551178 being adjoining land owned by the Transferor but only during the ownership thereof by the Transferor its successors and assigns other than Transferees for value that no fence shall be erected on Lot 4 in Deposited Plan No. 551177 part of the land hereby transferred to divide it from such adjoining land without the consent of the Transferor its successors and assigns but such consent shall not be withheld if any such fence is erected without expense to the Transferor its successors and assigns and in favour of any person dealing with the Transferee or its successors and assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

d Strike out if unnecessary, suitably adjust.  
(i) if any easements are to be created or any exceptions to be made: or  
(ii) if the statutory covenants implied by the Act are intended to be varied or modified.  
Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

Pursuant to Section 88(1) of the Conveyancing Act, 1919-1954, IT IS HEREBY DECLARED that

8

- (a) the land to which the benefit of the above restriction is appurtenant is Lot 3 in Deposited Plan No. 551177 and Lot 1 in Deposited Plan No. 551178;
- (b) the land which is subject to the burden of the above restriction is Lot 4 in Deposited Plan No. 551177;
- (c) the person having the right to release vary or modify the above restriction is the abovementioned Transferor.

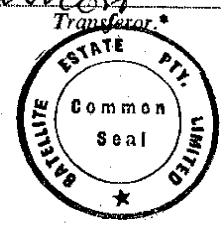
ENCUMBRANCES, &c., REFERRED TO:

e A very short note will suffice.  
K 1165-2 St 437-1

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."  
Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferee is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.  
Execution may be proved where the parties are resident:—  
(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.  
(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.  
(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Councillor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Councillor, Official Secretary or Assistant Official Secretary at the Australian Commissioner's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.  
Strike out unnecessary words. Add any other matter necessary to show that the power is effective.  
To be signed by Registrar General, Deputy Registrar General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

Signed at Sydney the \_\_\_\_\_ day of \_\_\_\_\_ 1972  
THE COMMON SEAL OF SATELLITE ESTATE PTY LIMITED was hereunto affixed by authority of a resolution of the Board of Directors previously given in the presence of:

28<sup>th</sup> day of January 1972  
[Signature]  
Director



[Signature]  
Secretary

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

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.  
[Signature] (C. A. Keay)  
AND I am the Solicitor for the Transferee whose signature cannot be obtained without difficulty and delay.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.  
(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. \_\_\_\_\_ Miscellaneous Register under the authority of which he has just executed the within transfer.\*

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
Signed in the presence of—

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

Appeared before me, at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, one thousand \_\_\_\_\_ and declared that he personally knew \_\_\_\_\_ the attesting witness to this instrument, signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said \_\_\_\_\_ is \_\_\_\_\_ own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

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

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

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

M 6 0 8 4 7 4

Lodged by *Doda, Coen, Mc Grath & Aust*  
 Address  
 Phone No.

No. \_\_\_\_\_

**PARTIAL DISCHARGE OF MORTGAGE.**  
 (N.B.—Before execution read marginal note.)

I, \_\_\_\_\_ mortgagee under Mortgage No. \_\_\_\_\_  
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Signed in my presence by \_\_\_\_\_  
 who is personally known to me

Mortgagee.

	<b>DOCUMENTS LODGED HEREWITH</b> To be filled in by person lodging dealing
	1. <i>H x 1</i> <i>attest</i> 2. <i>M x 2</i> 3. <i>T x 3</i> 4. <i>M x 2</i> 5. _____ 6. _____ 7. _____
	Received Docs. _____ Nos. <i>0</i> Receiving Clerk <i>2</i>

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Indexed	MEMORANDUM OF TRANSFER <i>Subject to Covenant.</i>
Checked by	Particulars entered in Register Book  <i>21-7-1972</i>
Passed (in S.D.B.) by	
Signed by	<i>[Signature]</i> Registrar General

**PROGRESS RECORD**

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

RP 13

6062 RP1E



M715253

20.72 MAY 5



Copying of \$7.00  
Paid of 9/8

OFFICE USE ONLY

HEY  
Lodge \$12-00  
Plan \$12-00  
\$24-00

# MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900

Where new restrictive covenants are imposed, or easements created, or where the form is otherwise unsuitable, Form 13a should be used.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink. No alterations should be made by erasure; the words rejected must be ruled through and verified by signature or initials in the margin.

- (a) Full name, address, and occupation of transferor.
- (b) If a less estate strikes out in fee simple and add appropriate estate.
- (c) A short note will suffice. If an encumbrance is not yet registered, particulars sufficient for identification must be furnished.

(d) Insert appropriate words. If desired, this space may be used in the case of a transfer by direction.

(e) Full name, address, and occupation of transferee. If more than one transferee state whether joint tenants or tenants in common. Unless otherwise stated tenants in common will be presumed to hold in equal shares.

(f) Insert lot and plan number, portion &c. See also sections 327 and 327A Local Government Act 1919.

(g) Further proof of execution will not normally be required if signed or acknowledged before any of the following persons, not being a party to the dealing, to whom the transferor is known:  
Where executed in New South Wales - bank manager, barrister, clerk of petty sessions, commissioned officer in the Defence Force of the Commonwealth of Australia, commissioner for taking affidavits, headmaster of a school, judge, justice of the peace, magistrate, mayor, or other chief officer of any local government corporation, medical practitioner, member of parliament of the Commonwealth or of a State, member of the police force of the Commonwealth or of a State or a Territory, minister of religion, notary public, postmaster, solicitor, town or shire clerk or other executive officer administering local government;

Where executed in any part of the Commonwealth of Australia or its Territories or in any part of the British Commonwealth - any of the persons referred to above, and in addition, an Australian or British Consular Officer exercising his functions in the part, Government Resident, Chief Secretary, or Registrar of Titles of the part.

Where executed in foreign country - an Australian or British Consular Officer exercising his functions in that country, commissioner or officer in the Defence Force of the Commonwealth of Australia, commissioner for taking affidavits, judge, justice of the peace, magistrate, mayor, or other chief officer of any local government corporation, officer in charge of a police station, notary public, town or shire clerk or other executive officer administering local government.

(h) Repeat attestation clause &c., if necessary.

(i) Section 117 Real Property Act, 1900, requires that this certificate be signed by the transferee or, where his signature cannot be obtained without difficulty and delay, by his solicitor or conveyancer by his own name, which should be typewritten or printed below his signature, and not that of his firm. Any person falsely or negligently certifying is liable to the penalties provided by section 117.

(j) May be witnessed by any responsible person not being a party to this dealing.

(a) SATELLITE ESTATE PTY. LIMITED of 82 Castlereagh Street, SYDNEY  
hereinafter referred to as the TRANSFEROR

being registered proprietor of an estate in fee simple<sup>(b)</sup>  
in the land hereinafter described, subject to the following encumbrances and interests

(c) 1) Reservations and conditions contained in Crown Grant

in consideration of the sum of One Dollar (\$1.00)

(the receipt whereof is hereby acknowledged), paid to the transferor by<sup>(d)</sup> Cambridge Credit Corporation Limited and in consideration of Contract for Sale dated the 23rd day of April, 1970 hereby transfers to

(e) CAMBRIDGE CREDIT CORPORATION LIMITED of 249 George Street, SYDNEY  
hereinafter referred to as the TRANSFEEE

~~XXXXXXXXXXXX~~ out of all such its estate or interest  
in the land described in the following schedule

Reference to title		Whole or Part	Description of land if part only <sup>(f)</sup>	County	Parish
Volume	Folio				
11767	500	Whole	An Easement to Drain Water as appurtenant to the lands comprised in Certificate of Title Volume 11694 Folio 44 and Volume 11767 Folio 101; over all that land described as proposed Drainage Easement 100 feet wide; on the Plan annexed hereto and marked "A".	Northumberland	Patonga

Dated at SYDNEY this 4th day of MAY 1972

(i) Signed in my presence by the transferor who is personally known to me

THE COMMON SEAL OF SATELLITE ESTATE

Signature of witness  
PTY. LIMITED was hereunto affixed

Name of witness (BLOCK LETTERS)  
by authority of a resolution of

Qualification of witness  
(ii) the Board of Directors previously given in the presence of

..... G. L. Lawson .....

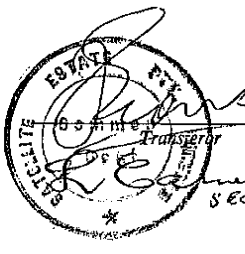
Secretary

(j) Signed in my presence by the transferee who is personally known to me

Signature of witness

Name of witness (BLOCK LETTERS)

Address of witness



Director.

SECRETARY

(k) Accepted and certified correct for the purposes of the Real Property Act, 1900.

G. L. Lawson (K.A. KOSAY)  
SOLICITOR FOR Transferee  
WAS AS SIGNATOR & ABOUT BS  
OBTAINED WITHOUT DIFFICULTY  
AND DELAY

RULE UP ALL BLANKS

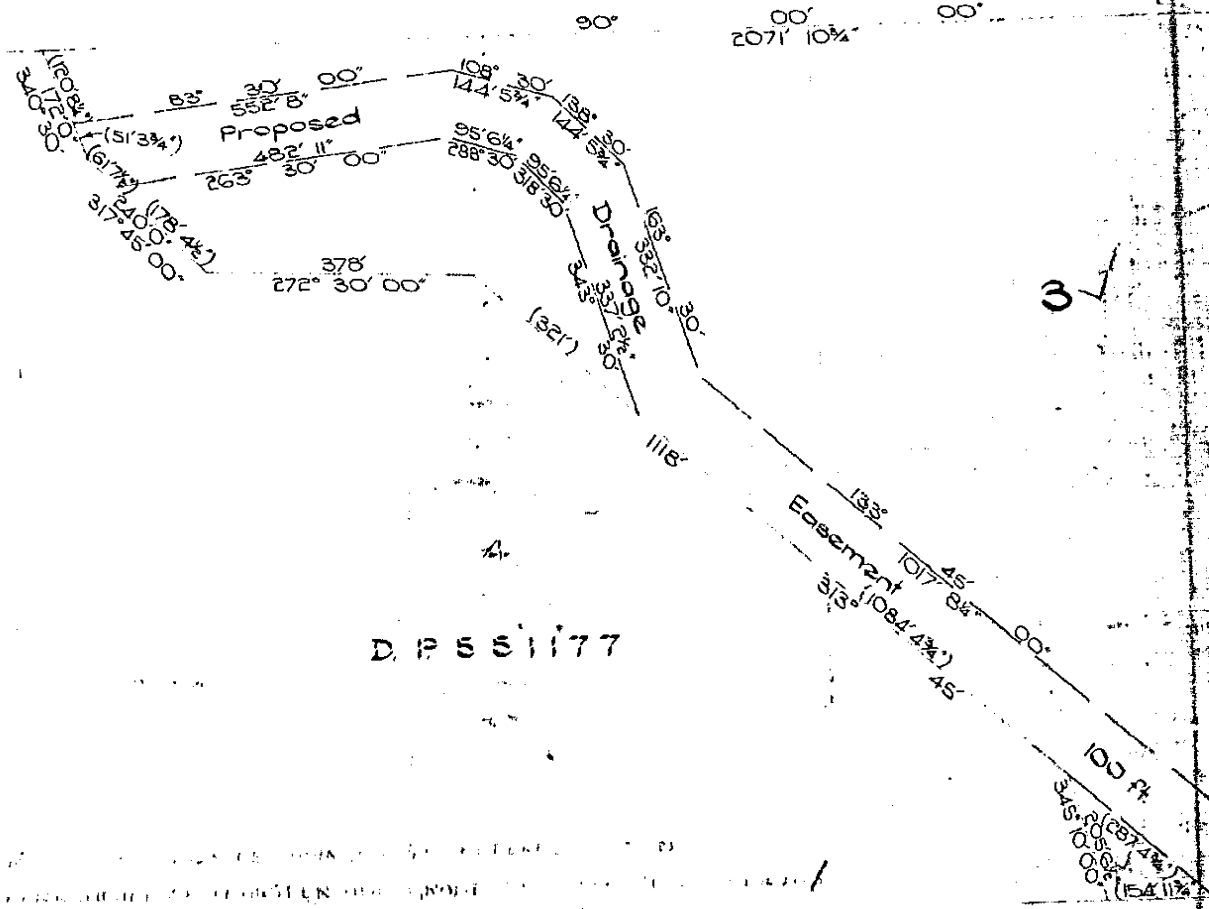
11694-44  
11767-101 added

19358E

11694-44  
11767-100  
11767-101

Form 2—This form must NOT be used where it is intended to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions.

D P 5 5 1 1 7 5

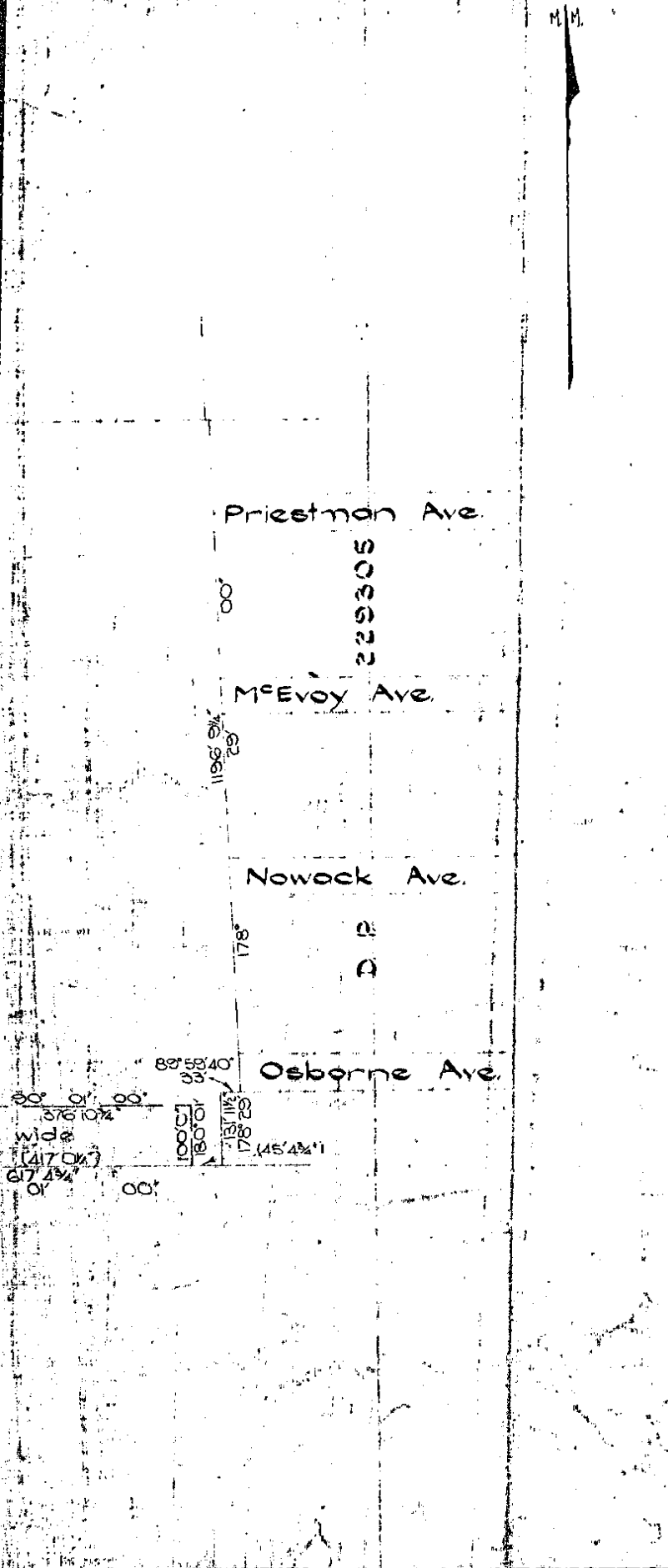


D P 5 5 1 1 7 7

*L. Cameron*  
SECRETARY

See Form 3

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



Registered: \_\_\_\_\_

C.A.: \_\_\_\_\_

Title System: \_\_\_\_\_

Purpose: \_\_\_\_\_

Ref. Map: \_\_\_\_\_

Last Plan: \_\_\_\_\_

**PLAN OF Proposed  
 Drainage Easement  
 within Lot 3  
 D.P. 551177**

Scale: 200 feet to an inch

Mun. Shire: \_\_\_\_\_  
 City: Gosford

Locality: Umina

Parish: Patonga

County: Northumberland

This is sheet 1 of my plan in \_\_\_\_\_ sheets  
 Delete if inapplicable.

I, Goeffrey Makle Chadwick  
F P Wallis & Moore  
 of 590 George St, Sydney  
 a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan compiled from D.P. 551177  
 is accurate and has been made (1) by me (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on 12  
2nd December 1971

Signature: [Signature]  
 Surveyor registered under Surveyors Act, 1929, as amended.  
 Datum line of Asimich.  
 \*Strike out either (1) or (2). Insert date of survey.

**Council Clerk's Certificate**

I hereby certify that—

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

(b) the requirements of section 148 of the Metropolitan Water, Sewerage, and Drainage Act, 1924, as amended, Hunter District Water, Sewerage, and Drainage Act, 1938, as amended,

have been complied with by the applicant in relation to the proposed \_\_\_\_\_  
 (insert "new road" or "subdivision") set out herein.

Subdivision No. \_\_\_\_\_

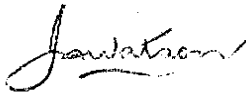

Date \_\_\_\_\_

(Signature): \_\_\_\_\_  
 Council Clerk.

\*This part of certificate to be deleted where the application is only for the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.  
 Delete if inapplicable.

S\$24-00

M715253

DEPARTMENTAL USE ONLY		TO BE COMPLETED BY LODGING PARTY	
TRANSFER		Lodged by: LAWS, DEAN + CO	
11/15/2003 Checked REGISTERED 21-7-1972 Passed 1/6/74 Signed  Registrar General 		Address: ANGEL HOUSE 154 ST SYDNEY	
		Phone No.: 25-1207/8 Documents lodged herewith	
		1. _____	
		2. 31/7/72	
		3. _____	
		4. _____	
		5. _____	
		Received Documents	Receiving Clerk

*Trust and Grant of Easement for Drainage.*

**AUTHORITY FOR USE OF INSTRUMENT OF TITLE<sup>(k)</sup>**

Authority is hereby given for the use of \_\_\_\_\_  
 \_\_\_\_\_ lodged  
 (Insert reference to certificates, grants or dealings)  
 in connection with \_\_\_\_\_ for the  
 (Insert number of p.m or dealing)  
 registration of this dealing and for delivery to \_\_\_\_\_

(BLOCK LETTERS)

Signature

Name (BLOCK LETTERS)

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

(To be signed at the time of executing the within dealing)

The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. \_\_\_\_\_  
 Miscellaneous Register under the authority of which he has just executed the within dealing.

Signed at \_\_\_\_\_ the day of \_\_\_\_\_ 19 \_\_\_\_\_

Signature of attorney

Signature of witness

**CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS<sup>(l)</sup>**

I certify that \_\_\_\_\_  
 the attesting witness to this dealing, appeared before me at \_\_\_\_\_  
 the day of \_\_\_\_\_ 19 \_\_\_\_\_

and declared that he personally knew \_\_\_\_\_

\_\_\_\_\_ the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said \_\_\_\_\_

is his own handwriting and that he was of sound mind and freely and voluntarily signed the same.

Signature

Name (BLOCK LETTERS)

Qualification

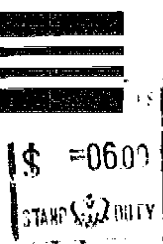
(k) Unless the instrument of title has been lodged by the person lodging the dealing, or its use has been authorised previously, its authority must be furnished by the person otherwise entitled delivery of the certificate of title, grant &c.

(l) Not required where dealing attested in accordance with note (g); in other cases to be signed by one of the persons referred to in note (g).

EXTRA FEES  
 (Signature) 1/1/74  
 (Signature) 1/1/74  
 (Signature) 1/1/74

Forwarded to Q38046/17619  
7/11.

77 SEP 13  
77 SEP 26 P



Q 397224 \$20.00 H

VARIATION OF RESTRICTIONS AS TO USER

BY THIS DEED made the 1st day of September 1977  
CALYPSO DEVELOPMENTS PTY. LIMITED a company duly incorporated  
in the State of New South Wales and having its registered office  
at 127 Kent Street, Sydney being the person having the right to  
release vary or modify the 13th mentioned restriction as to user  
contained in the instrument setting out terms of easements and  
restrictions as to user intended to be created pursuant to  
Section 88 B of the Conveyancing Act 1919 in relation to  
Deposited Plan 250706 and being registered as Dealing No. P.478584,  
and being the registered proprietor of the land described in  
the Schedule hereto

DOETH HEREBY VARY Part (vi) of the 13th Restrictions to User  
described as aforesaid by adding immediately after the words  
"pump out sullage system of effluent disposal" the words  
"provided that in the event that no sewer is available and the  
Council for the Shire of Gosford or its successors will not  
permit disposal of effluent by way of a pump out sullage system  
then no main building shall be erected or used or be permitted  
to be used on any lot unless the same shall be connected to a  
system for disposal of effluent as shall be required from time  
to time by the Council for the Shire of Gosford or its successors"  
AND by adding immediately after the words "sullage pits or  
similar works" the words "unless otherwise required by the  
Council for the Shire of Gosford or its successors"  
AND the said Calypso Developments Pty. Limited DOETH HEREBY REQUEST  
the Registrar General to note the effect of this Deed on  
Certificates of Title described in the Schedule hereto.

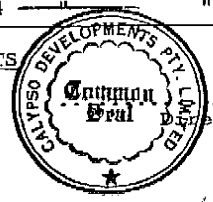
SCHEDULE OF LAND

Volume	Folios	Lots	Deposited Plan
12939	2-7 inclusive	369-374 inclusive	250706
"	10-18 "	377-385 "	"
"	22-24 "	389-391 "	"
"	26-27	393-394	"

Handwritten initials

THE COMMON SEAL of CALYPSO DEVELOPMENTS  
PTY. LIMITED was hereunto affixed in  
the presence of:

.....  
Secretary



Handwritten signature and name of Registrar General

These [unclear] with dealing [unclear]

Q 397224

*Ag*

JACKSON LAKEMAN & HOLCOMB  
SOLICITORS,  
1201 GILLIP STREET,  
SYDNEY.

FINANCE CORPORATION OF AUSTRALIA LIMITED being the Mortgagee  
of the aforementioned property under Mortgages registered  
as numbers P.166753 and Q.124789 hereby consents to the  
registration of the within variation of restrictions as to  
user.

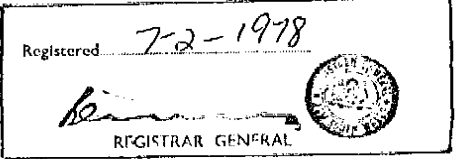
AND WE HEREBY DECLARE that at the time  
of the execution by us of this instrument we have  
no notice of the revocation of the Power of  
Attorney dated 28th January, 1976, from  
FINANCE CORPORATION OF AUSTRALIA  
LIMITED to us registered in the Miscellaneous  
Register No. 166853 under the authority of which  
we have executed the said instrument.

*one C.T.*

Signed in my presence for and on  
behalf of FINANCE CORPORA-  
TION OF AUSTRALIA LIMITED  
by Mark Anthony Kingcott  
and Dejde Jay Williams  
its duly constituted Attorneys who  
are personally known to me,  
Shari Samuels J. P.

*Mark Anthony Kingcott*  
*Dejde Jay Williams*

SHARI ANN SAMUELS



5526384S

97-01TG LTO Licence Number  
10V/0170/95

# TRANSFER GRANTING EASEMEN

Real Property Act 1900



**RELODGED**  
- 3 MAR 1999  
3.40  
**LAND TITLES OFFICE**

Office of Stat

**(A) LAND**

Show no more than 20 References to Title

SERVIENT TENEMENT (Land Burdened)	DOMINANT TENEMENT (Land Benefited)
Folio Identifier 374/250706	Folio Identifier 375/250706

**(B) LODGED BY**

L.T.O. Box 326R	Name, Address or DX and Telephone Rockliffs Level 5, 50 King Street Sydney NSW 2000 REFERENCE (max. 15 characters):	DX 642	<b>TG</b>

**(C) TRANSFEROR**

(Registered Proprietor of servient tenement)

John Ingoldby Hilton & Janice Elaine Hilton

**(D) acknowledges receipt of the consideration of**

\$1.00

**(E) and TRANSFERS and GRANTS**

Right of way 6 wide of variable width over the land shown on deposited plan no. 250706

out of the servient tenement and appurtenant to the dominant tenement, to the TRANSFEREE.

OVER

**(F) TRANSFEREE**

(Registered Proprietor of dominant tenement)

Norma Evelyn Marshall

**(G) subject to the following ENCUMBRANCES**

1. 2. 3.

**(H) We certify this dealing correct for the purposes of the Real Property Act 1900.**

DATE

Signed in my presence by the Transferor who is personally known to me.

*D. Pannowitz*  
Signature of Witness

DARRELL PANNOWITZ  
Name of Witness (BLOCK LETTERS)

79 Blackwal Rd, My Way  
Address of Witness

*J. Ingoldby Hilton*  
Signature of Transferor

John Ingoldby Hilton

Signed in my presence by the Transferee who is personally known to me.

*J. Ingoldby Hilton*  
Signature of Witness

JOHN I. HILTON  
Name of Witness (BLOCK LETTERS)

85 Castle Circuit UMINA  
Address of Witness

*J. Elaine Hilton*  
Signature of Transferee

Janice Elaine Hilton

*N. E. Marshall*  
Signature of Transferee

Norma Evelyn Marshall

0495LTO

INSTRUCTIONS FOR FILLING OUT THIS FORM ARE GIVEN ON THE BACK

CHECKED BY (Office use only)

28





InfoTrack Pty Ltd  
GPO Box 4029  
SYDNEY NSW 2001

## SECTION 10.7(2) PLANNING CERTIFICATE

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

**Fee Paid:** \$67.00

**Receipt No:**

**Receipt Date:** 9 October 2023

**Property Address:** 85 Castle Cct, UMINA BEACH NSW 2257

**Property Description:** Lot 374 DP 250706

**Property Owner:** Mr G Anderson and Ms M A Anderson

**Certificate No:** 67198

**Reference No:** 234464:257373

**Date of Issue:** 10-Oct-2023

The information contained within this certificate relates to the land.



**Wyong Office:** 2 Hely St / PO Box 20 Wyong NSW 2259

**Gosford Office:** 91-99 Mann Street, Gosford

P 02 4306 7900 | E [ask@centralcoast.nsw.gov.au](mailto:ask@centralcoast.nsw.gov.au) | W [centralcoast.nsw.gov.au](http://centralcoast.nsw.gov.au) | ABN 73 149 644 003

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

<b>1</b>	<b>NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS</b>
----------	---

**(1) Environmental Planning Instruments and Development Control Plans that  
applies to the carrying out of development on the land**

Central Coast Local Environmental Plan 2022

Central Coast Development Control Plan 2022

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Housing) 2021

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

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

State Environmental Planning Policy (Sustainable Buildings) 2022

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

Proposed State Environmental Planning Policy (Transport and Infrastructure) 2021

Proposed State Environmental Planning Policy (Housing) 2021

Proposed State Environmental Planning Policy (Planning Systems) 2021

Proposed Standard Instrument (Local Environmental Plans) Order 2006

Draft update to Central Coast Development Control Plan 2022, Chapter 2.14 Site Waste  
Management to reflect terminology and processes contained in the draft Development  
Application Guidelines - Resource and Waste Management Planning.

<b>2</b>	<b>ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS</b>
----------	--

**(a) Identity of the Zone**

Lot 374 DP 250706

R2 Low Density Residential

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

(i) development that may be carried out within the zone without the need for development consent,

(ii) development which may not be carried out within the zone except with development consent and

(iii) development which is prohibited within the zone.

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

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

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

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

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

No

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

No

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

None

<b>3</b>	<b>CONTRIBUTION PLANS</b>
----------	---------------------------

Contributions Plan No. 31A - Drainage - Peninsula

Contributions Plan No. 31B - Road Works - Peninsula

Contributions Plan No. 31C - Open Space & Recreation - Peninsula

Contributions Plan No. 31D - Community Facilities & Community Services - Peninsula

Central Coast Council Regional Section 7.12 Development Contributions Plan 2019.

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

<b>4</b>	<b>COMPLYING DEVELOPMENT</b>
----------	------------------------------

**Whether or not the land is land on which complying development may be carried out under each of the complying development codes under the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) and 1.19.**

#### **HOUSING CODE**

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

#### **RURAL HOUSING CODE**

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

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

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

#### **GREENFIELD HOUSING CODE**

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

#### **HOUSING ALTERATIONS CODE**

Complying development under the Housing Alterations Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental

Planning Policy (Exempt and Complying Development Codes) 2008.

**GENERAL DEVELOPMENT CODE**

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

**INDUSTRIAL AND BUSINESS ALTERATIONS CODE**

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

**INDUSTRIAL AND BUSINESS BUILDINGS CODE**

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

**CONTAINER RECYCLING FACILITIES CODE**

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

**SUBDIVISIONS CODE**

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

**DEMOLITION CODE**

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

**FIRE SAFETY CODE**

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

## **AGRITOURISM AND FARM STAY ACCOMMODATION CODE**

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

<b>5</b>	<b>EXEMPT DEVELOPMENT</b>
----------	---------------------------

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

### **GENERAL EXEMPT DEVELOPMENT CODE**

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

### **ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE**

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

### **TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE**

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

<b>6</b>	<b>AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS (<i>BUILDING PRODUCT SAFETY ACT 2017</i>)</b>
----------	--

1(a) Is there any affected building notice of which the council is aware that is in force in respect of the land?

No

1(b) Is there any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with?

No

1(c) Is there any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding?

No

In this section—

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

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

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

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

Nil

<b>8</b>	<b>ROAD WIDENING AND ROAD ALIGNMENT</b>
----------	---

(a) DIVISION 2 OF PART 3 OF THE *ROADS ACT 1993*

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

(b) ENVIRONMENTAL PLANNING INSTRUMENT

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

(c) COUNCIL RESOLUTIONS

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

<b>9</b>	<b>FLOOD RELATED DEVELOPMENT CONTROLS</b>
----------	---

(1) The land or part of the land **is not** within the flood planning area and **is not** subject to flood related development controls.

(2) The land or part of the land **is not** between the flood planning area and the probable maximum flood and **is not** subject to flood related development controls.

(3) In this section—

**flood planning area** has the same meaning as in the Floodplain Development Manual.

**Floodplain Development Manual** means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

**probable maximum flood** has the same meaning as in the Floodplain Development Manual.

<b>10</b>	<b>COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS</b>
-----------	--

This land **is** affected by a policy adopted by the council or other public authority that restricts the development of the land because of the likelihood of risk restrictions. This land **is** affected because:

Council on 7 August 2001 (Min.166/01) adopted a policy that will be applied in the assessment of development applications for new dwellings within the area covered by the Bush Fire Planning Review.

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

Chapter 3.7 Geotechnical Requirements of Central Coast Development Control Plan 2022 applies to the land and the land may be subject to slip. When considering a development application, each circumstance will be considered, and development may be restricted.

The land is classed as being Acid Sulfate Soil Class 5

In this section—

**adopted policy** means a policy adopted—

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

<b>11</b>	<b>BUSH FIRE PRONE LAND</b>
-----------	-----------------------------

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

<b>12</b>	<b>LOOSE-FILL ASBESTOS INSULATION</b>
-----------	---------------------------------------

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

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

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

Nil

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

Not applicable

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

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

<b>16</b>	<b>BIODIVERSITY STEWARDSHIP SITES</b>
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Council **has not** been notified by the Director-General of the Department of Planning and Environment that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act, 2016*.

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

<b>17</b>	<b>BIODIVERSITY CERTIFIED LAND</b>
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The land **is not** biodiversity certified land within the meaning of Part 8 of the *Biodiversity Conservation Act, 2016*.

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

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

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

<b>19</b>	<b>ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS</b>
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The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works.

In this section—

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

**Note—**

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

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

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

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

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

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

**NOTE**

**CONTAMINATED LAND MANAGEMENT ACT 1997**

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

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

No

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

No

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

No

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

No

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

No

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

Karen Hansen  
**Signed on Behalf of Central Coast Council**

## LAND USE TABLE

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

1 Objectives of zone

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

2 Permitted without consent

Home occupations; Recreation areas

3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3



ABN 73 149 644 003

**Your Ref:** 234464:257372

9 October 2023

InfoTrack Pty Ltd  
GPO Box 4029  
SYDNEY NSW 2001

Dear Sir/Madam

**85 Castle Cct, UMINA BEACH NSW 2257  
Lot 374 DP 250706**

In reply to your request for an internal sewerage connection plan for the above lot, please find enclosed your copy of this plan.

Should you require any further information regarding this matter, please contact Central Coast Council's Customer Services Section on 02 4306 7900.

Yours faithfully

A handwritten signature in black ink, appearing to be "M Walsh", with a horizontal line extending to the right.

M Walsh  
**Signed on Behalf of Central Coast Council**

Attachment:



**Wyong Office:** 2 Hely St / PO Box 20 Wyong NSW 2259 | **P:** 02 4306 7900

**Gosford Office:** 91-99 Mann Street, Gosford – **P:** 02 4306 7900

**E** [ask@centralcoast.nsw.gov.au](mailto:ask@centralcoast.nsw.gov.au) | **W** [www.centralcoast.nsw.gov.au](http://www.centralcoast.nsw.gov.au) | ABN 73 149 644 003

85 Castle Cct, UMINA BEACH NSW 2257  
 Lot 374 DP 250706

Central Coast Council  
 THIS PLAN IS DIAGRAMMATIC ONLY  
 DISTANCES SCALED FROM THIS PLAN MAY NOT BE ACCURATE

GOSFORD CITY COUNCIL  
 SEWERAGE CONNECTION PLAN



PLAN NO: 903 462

PERMIT NO: .....  
 LICENSEE: Tumpey  
 (Please print)

LICENCE NO: .....

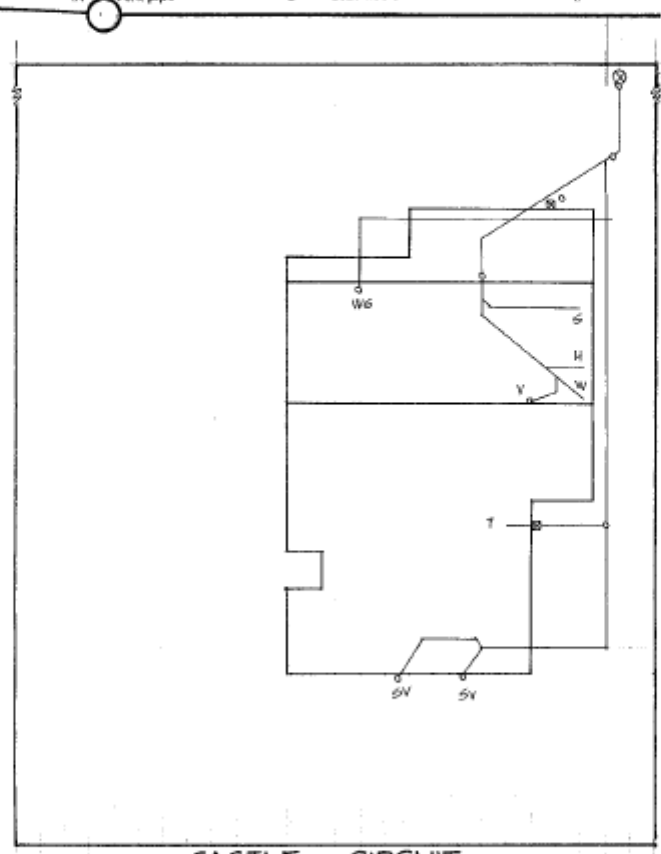
I certify that this plan is a correct record of the house drainage at the below mentioned location as at this date.

LICENSEE'S SIGNATURE: .....

DATE: 14.12.92

SYMBOLS AND ABBREVIATIONS

□	Boundary trap	■ R	Reflux valve	T	Tube	H	Basin	oWS	Waste stack
⊕	Inspection shaft	-○-	Inspection opening	K	Kitchen sink	S	Shower	oSV	Soil vent pipe
■	Pit	oV	Vertical pipe	W	Water closet	F	Floor waste		
⊗	Gully	oV	Vent pipe	B	Bath waste	M	Washing machine		



21.7.DSM  
 D.O.B

CASTLE CIRCUIT 1:200

Owner: Hilton  
 Lot No: 374 Sec: ..... DP: 250706  
 Street No: 85 Street: Castle Cct  
 Locality: Umina  
 Assessment No: 7002.24 (3)

OFFICE USE ONLY  
 Date paid: 20.11.90 Fee: \$30. Alteration  
 Plumber: Tumpey  
 Drainer: .....  
 Connection date: .....  
 Plumbing and Drainage Inspector: R. Bowen



ABN 73 149 644 003  
9 October 2023

InfoTrack Pty Ltd  
GPO Box 4029  
SYDNEY NSW 2001

Dear Sir/Madam

**Property:** Lot 374 DP 250706  
85 Castle Cct, UMINA BEACH NSW 2257  
**Your Reference:** 234464:257371

Reference is made to your request for a Sewer Mains Diagram.

In this regard please now find attached a copy of the relevant information showing the sewer main/s location in relation to the property.

If you have any further enquiries regarding this diagram, please contact Central Coast Council's Customer Contact on 02 4306 7900.

Yours faithfully

A handwritten signature in black ink, appearing to be "MW", with a horizontal line extending to the right.

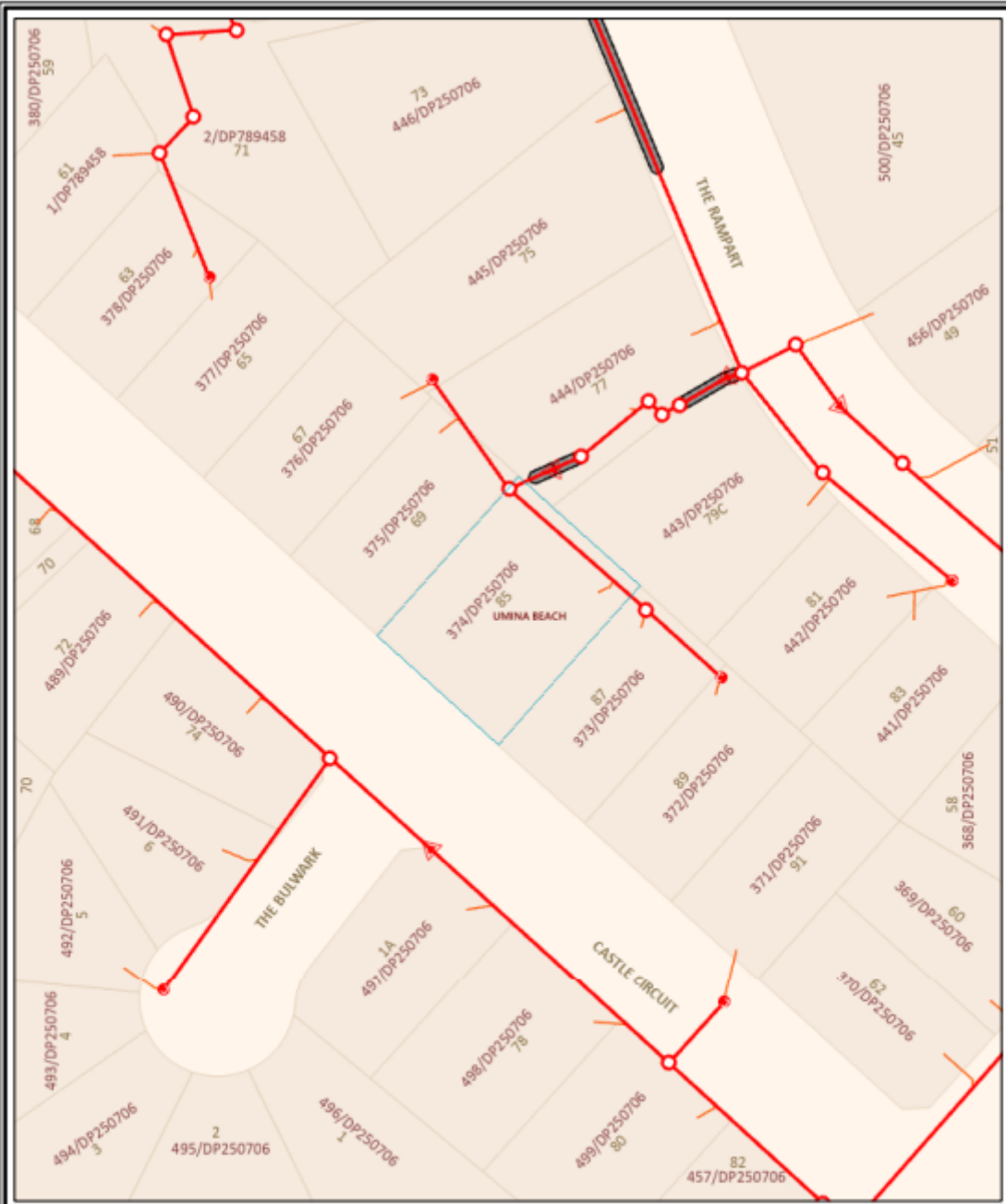
M Walsh  
**Signed on Behalf of Central Coast Council**

Attach



**Wyong Office:** 2 Hely St / PO Box 20 Wyong NSW 2259 | **P:** 02 4306 7900  
**Gosford Office:** 91-99 Mann Street, Gosford – **P:** 02 4306 7900

**E** [ask@centralcoast.nsw.gov.au](mailto:ask@centralcoast.nsw.gov.au) | **W** [www.centralcoast.nsw.gov.au](http://www.centralcoast.nsw.gov.au) | ABN 73 149 644 003



**Warning Note for Underground Plant Locations**

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

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



**Central Coast Council  
Sewer Mains Diagram**

Not to Scale

Issue Date: 09/10/2023

**Legend**

- Access Chamber
- Dead End
- Lamp Pole
- Sewer Manhole
- Vacuum Pot
- Valve
- Private Pump Station
- Pump Station
- Treatment Plant
- Reticulation Main
- Trunk Main
- Reticulation Main (Asbestos)
- Effluent Main
- Private Rising Main
- Rising Main
- Vacuum Main
- Rising Main (Asbestos)
- Sewer Encasement
- Abandoned Main
- Main Not In Use
- Applicant's land

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: **Geza Anderson and Michelle Agnes Anderson**

Purchaser:

Property: **85 Castle Circuit, Umina Beach**

Dated: 10 October 2023

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### Title

1. 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.
2. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Property Securities Act 2009* (Cth)? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

### Survey and building

3. Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
4. Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
5. Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the Environmental Planning and Assessment Act) or an Occupation Certificate as referred to in Section 6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
6. In respect of any residential building work carried out in the last 7 years:
  - (a) please identify the building work carried out;
  - (b) when was the building work completed?
  - (c) please state the builder's name and licence number;
  - (d) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).

### Boundary Fences

7. Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
8. Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?

### Affectations/Benefits

9. 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.

### Requisitions and transfer

10. 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 the completion date.



Revenue

Enquiry ID 3991711  
Agent ID 81429403  
Issue Date 09 Oct 2023  
Correspondence ID 1772824304  
Your reference 234464

INFOTRACK PTY LIMITED  
GPO Box 4029  
SYDNEY NSW 2001

**Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.***

**Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022.***

This information is based on data held by Revenue NSW.

---

Land ID	Land address	Taxable land value	Property Tax Status
D250706/374	85 CASTLE CC UMINA BEACH 2257	\$577 000	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2023 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

---

Yours sincerely,

Scott Johnston  
Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

**Note:** A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

### When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

### How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

### How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at [www.revenue.nsw.gov.au/taxes/land/clearance](http://www.revenue.nsw.gov.au/taxes/land/clearance).

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

### Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



Phone enquiries  
8:30 am - 5:00 pm, Mon. to Fri.

\* Overseas customers call +61 2 7808 6906  
Help in community languages is available.