


# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>Stone Real Estate Tumbi Umbi</b> 1b/31 Wyong Road, Tumbi Umbi NSW 2261 Email: achoudhari@stonerealestate.com.au	<b>Phone: 02 4388 8888</b> <b>Ref: Abdullah Choudhari</b>
co-agent		
vendor	<b>Alicia Carrol Sinclair and David Harry Sinclair</b> 4 Abbey Close, Watanobbi NSW 2259	
vendor's solicitor	 <b>Glenmore Conveyancing</b> 2 Yellow Gum Close, Glenmore Park NSW 2745 Email: sandy@glenmoreconveyancing.com.au	<b>Phone: (02) 4733 8500</b> <b>Fax: (02) 4733 8511</b> <b>Ref: SB:AN:24/0040</b>
date for completion	<b>12 weeks after the contract date</b> (clause 15)	
land (address, plan details and title reference)	<b>4 Abbey Close, Watanobbi NSW 2259</b> <b>Lot 5930 in Deposited Plan 1046614</b> <b>Folio Identifier 5930/1046614</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 type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

## SIGNING PAGE

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

### Choices

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

**Nominated Electronic Lodgement Network (ELN)** (clause 4):  
**Manual transaction** (clause 30)

NO  yes

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

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

**Land tax** is adjustable  NO  yes

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

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

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

not made in the course or furtherance of an enterprise that the vendor carries on section 9-5(b))

by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

GST-free because the sale is the supply of a going concern under section 38-325

GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

### List of Documents

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

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

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

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

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● **Notices, certificates and inspections**

- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● **Meetings of the owners corporation**

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

**24 Tenancies**

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

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

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

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

4 Abbey Close, Watanobbi NSW 2259



### **SPECIAL CONDITIONS**

1. Clauses 1-32 inclusive in this Contract shall be and shall be deemed to be amended as follows:

#### Clause

- 5.1 Is deleted.
  - 7.1.1 The amount of 5% is to be deleted and replaced with \$1.00.
  - 14.2.1 '2 business days' is replaced with '5 business days' and the following sentence is to be added at the end of the clause, 'The purchaser agrees to pay as an allowance to the vendor the sum of \$165.00 (inclusive of GST) for any delay in service of the adjustment figures'.
  - 14.4.2 Is deleted.
  - 18.7 Is deleted.
  - 18 Add Additional clause 18.8 The purchaser cannot make a claim or requisition to delay the date of for completion after entering into possession of the property.
  - 23.5.2 delete "but is disclosed in this Contract".
  - 23.6 delete "and is not disclosed in this Contract".
  - 23.6.1 is deleted in its entirety.
  - 23.6.2 is deleted and replaced with "the purchaser is solely liable for it if levied or payable before or after the contract date, even if it is payable by instalments"
  - 23.13 Any reference to 'the vendor' is replaced with 'the purchaser'.
  - 23.14 Is deleted in its entirety.
  25. Is deleted in its entirety.
  29. Is deleted in its entirety.
  - 31.2 '5 business days' is replaced with '2 business days'.
2. The Purchaser acknowledges that he has inspected the property and any and all improvements on the property and accepts them in their present position, condition and state of repair and subject to all faults and defects if any whether latent or patent. The purchaser shall not be entitled to make any requisitions, objections or claims for compensation in respect of the condition of the property. Nor shall the purchaser require the vendor to carry out any work or expenditure of any money in respect of the property or improvements after exchange of Contracts.
  3. The Purchaser acknowledges that he does not rely upon any warranty or representation made by the Vendor or anyone on the Vendor's behalf, except as are expressly provided for in this Contract. The Purchaser acknowledges that he has relied entirely upon his own enquiries and inspections made before entering into this Contract.
  4. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity has this clause not been included herein should either party (or, any one of them if there be more than one) prior to completion:-



- (a) Die or become incapable at law because of mental illness then the vendor may rescind the Contract and the provisions of clause 19 shall apply. Neither party shall have any further rights or claims against the other in respect of any matters arising out of such.
  - (b) Being a company resolve to go into liquidation or have a petition for the winding up of such party presented or enter into any compromise or arrangement with its creditors under Part 5.1 of the Corporations Law or any substitution therefore or should any liquidator, receiver, or official manager be appointed in respect of such party then such party shall be deemed to be in default hereunder.
5. It is an essential term of this Contract that in the event that completion does not take place by the completion date and provided that the delay in completion is not attributable to the Vendor then:-
- (a) The Purchaser agrees that it will pay to the vendor interest calculated at the rate of ten percent (10%) per annum on the purchase price on a daily rate, such interest to be computed from the date provided for completion until the actual date of completion.
  - (b) The Purchaser agrees to pay as an adjustment on settlement the sum of \$330.00 representing agreed expenses incurred by the Vendor for the drafting, engrossing and serving of a Notice to Complete upon the Purchaser.

It is agreed that the damages referred to are a genuine pre-estimate of the costs and expenses incurred due to the delay.

6. The Purchaser will acquire the subject property as presently effected by all existing water, sewerage, drainage, plumbing, gas electricity, telephone communication and other installations, systems and services (if any) hereinafter called "the services" together with any associated easements, pipes, mains, channels, cables, wires or connections whether above or underground, as shall presently exist and the purchasers shall make no objection, requisition or claim for compensation regarding the nature, location, availability or non-availability of the services or any of them.
7. It is expressly agreed between the parties that in circumstances justifying the issue of a Notice to Complete fourteen (14) days shall be deemed to be a reasonable and sufficient notice for this purpose.
8. The Purchaser shall not be entitled to require the Vendor prior to settlement to register a Discharge of any Mortgage or Withdrawal of Caveat affecting the subject land but will accept on settlement a properly executed Discharge of any such Mortgage or Withdrawal of any such Caveat together with the appropriate registration fees therefore.
9. The Purchaser warrants that the Purchaser was not introduced to the Vendor or the property by any Real Estate Agents, except the agent (if any) nominated in this Contract and the Purchaser indemnifies the Vendor (and if more than one, each of them) against any claim for commission which might be made by any agent resulting from an introduction forming a



breach of such warranty. It is agreed that this indemnity shall be a continuing indemnity not merging on completion.

10. (a) In the event that the Vendor is proposing to purchase or lease another property, whether solely or with other person/s, whether interstate or in New South Wales and requires the deposit referred to on Page 1 of this Contract to be released, the Purchaser hereby authorises the release of such deposit. This special condition is sufficient authority to the deposit holder for such release.
  - (b) In the event that the vendor requires the deposit referred to on Page 1 of this Contract to be released for the payment of Stamp Duty and/or Land Tax, the purchaser hereby authorises the release of such deposit. This special condition is sufficient authority to the deposit holder for such release.
  - (c) The Purchaser agrees to direct the deposit holder to release any deposit monies held by them shortly prior to completion, in order to cover the payments required at completion. The Vendor undertakes to return such funds to the deposit holder in the event that settlement of the matter is aborted for any reason and is not re-scheduled to take place within 48 hours. This special condition is sufficient authority to the deposit holder for such release.
11. The Purchaser acknowledges that the title particulars provided in this Contract are sufficient particulars of title to enable the Vendor to prepare appropriate dealings and give effect to the Contract.
  12. The Parties agree that should the Vendor allow the purchaser to occupy the property prior to completion and no rental fee is agreed in writing, then the amount shall be 0.1% of the purchase price herein per week until completion and should completion not be effected in accordance with the completion date then this amount shall be increased to 0.2% of the price herein. The parties further agree that the Council and Water Rates shall be adjusted from the date of the Purchasers occupation.
  13. It is agreed between the parties if completion of this matter is not effected in accordance with the Contract, for each completion date made by the Purchaser and/or the Purchaser's representative and cancelled, through no fault of the Vendor, the amount of one hundred and sixty-five dollars (\$165.00) inclusive of GST is to be paid to the Vendor's Conveyancer on completion.
  14. Should there be any discrepancies or contradictions between these Special Conditions and the standard Clauses of the Contract. Then these Special Conditions shall prevail.



15. If the Contract is subject to 'Vacant Possession' and there is a tenant residing in the property, notwithstanding any other provisions herein, the Completion Date shall be the later of the following:-

- The Date for Completion as noted on the front page of the Contract; or
- Within seven (7) days of the Vendor's conveyancer providing the purchaser's conveyancer with written notice that the Tenant has/will be vacating

The Vendors warrant that notice will be served upon the tenant immediately upon the expiration of the cooling off period and in any event this date shall not exceed three (3) months from the date hereof, otherwise either party shall be entitled to rescind the provisions of Clause 19 shall apply.

16. The Vendors disclose and the purchaser acknowledges that the pergola & deck were constructed without the consent of Central Coast Council.

The purchaser acknowledges and agrees that the disclosure by the Vendor above is sufficient disclosure for the purposes of Section 52A of the Conveyancing Act, 1919 as amended and the Conveyancing (Sale of Land) Regulations, 2017. The purchaser agrees and acknowledges to take title subject thereto and shall not rescind, terminate, make objection, raise any requisition, claim for compensation or delay completion, for any reason by virtue of the disclosure made pursuant to this Clause.

17. Notwithstanding any other provisions herein, it is hereby mutually agreed between the parties that the Vendors can nominate an earlier settlement date than the completion date noted on the front page herein. Provided, that they provide the purchaser with fourteen (14) days written notice of the earlier required settlement date. The parties agree that they will be required to settle on the newly appointed earlier settlement date.

18. For the purpose of clause 5.2 the Vendor is only obliged to respond to the form of requisitions on title annexed to this Contract for Sale.

## REQUISITIONS ON TITLE

**Property:** 4 Abbey Close, Watanobbi NSW 2259

**Vendor:** Alicia Carrol Sinclair and David Harry Sinclair

The following requisitions do not cover matters that are normally covered by pre contract enquiries, the law and the contract.

A vendor who supplies a deliberately false answer to a requisition is liable in damages for deceit if the answer is intended to, and does, induce the purchaser to complete. This extends not only to the original replies, but to situations where the vendor is unaware of the error when delivering answers but discovers the error before settlement and fails to disclose the truth to the purchaser.

### All properties

1. Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property and inclusions free of encumbrances and with vacant possession?
2. Are there any encroachments by or upon the property?
3. Has the construction and use of the improvements erected on the property been approved by the responsible authorities and comply with their requirements?
4. Is the vendor aware of anything that affects the use of the property that is not immediately apparent to the purchaser on normal inspection?
5. Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the property?

### If strata/community title

1. Has the initial period expired?
2. Are there any proposed resolutions or proposed charges or levies not discoverable by inspection of the books of the owners corporation, the community, and precinct or neighbourhood associations?

### If rural

1. Are there any notices from neighbours or any public authorities requiring compliance?
2. All agreements written, oral or by usage not disclosed in the contract relating to such matters as farming, grazing, share farming, agistment, sharing of plant and facilities, use of water, passage through the property should be disclosed and must be terminated, and plant and equipment not the subject of the sale removed from the property prior to completion.
3. Are there any give and take fences?
4. Are there any agreements with neighbours relating to fencing?
5. Are there any licences or agreements relating to pipelines, soil conservation or timber harvesting?

6. Has the vendor any water licence or rights under the Water Management Act 2000?
7. Are there any access roads or tracks to this property or to adjoining properties through this property that are not public roads?
8. Are there any enclosure permits that attach to the property?
9. Are there any notices or issues outstanding relating to stock diseases, chemical pollution or noxious weeds?
10. Are there any matters that specifically affect the property under legislation relating to Native Title, Aboriginal Land Rights, threatened species, native vegetation conservation or National Parks and Wildlife?
11. Is there any application to the Crown for purchase or conversion of a holding?
12. Is there any amount due to the Crown by way of rent or balance of purchase money on any part of the property?

**If company title**

1. Please provide evidence that the company has approved the sale of the shares to the purchaser which will be registered in the share register on presentation following settlement.
2. Have there been or are there any proposed changes to the constitution of the company that affect the right of occupation by the purchaser and the use and enjoyment of the hereditaments?
3. The financial records and books of the company will be inspected and must prove satisfactory and establish that the company is free of debt, that all levies on shareholders have been made and paid and that there is no action suit or proceeding by or against the company.
4. A copy of the constitution of the company must be provided together with copies of the minutes of the last general meeting and copies of any resolutions that might adversely affect the use and enjoyment of the property by the purchaser.



FOLIO: 5930/1046614

SEARCH DATE	TIME	EDITION NO	DATE
29/1/2024	9:35 AM	6	1/9/2018

LAND

LOT 5930 IN DEPOSITED PLAN 1046614  
AT WYONG  
LOCAL GOVERNMENT AREA CENTRAL COAST  
PARISH OF MUNMORAH COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM DP1046614

FIRST SCHEDULE

ALICIA CARROL SINCLAIR  
DAVID HARRY SINCLAIR  
AS JOINT TENANTS (T AI532983)

SECOND SCHEDULE (10 NOTIFICATIONS)

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- DP800324 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- DP794070 EASEMENT TO DRAIN WATER 5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- DP794070 EASEMENT TO DRAIN WATER 1.2 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- N923489 COVENANT
- DP835228 EASEMENT TO DRAIN WATER 1.5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- DP1046614 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- DP1046614 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- DP1046614 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED 3 IN THE S.88B INSTRUMENT
- AK372697 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

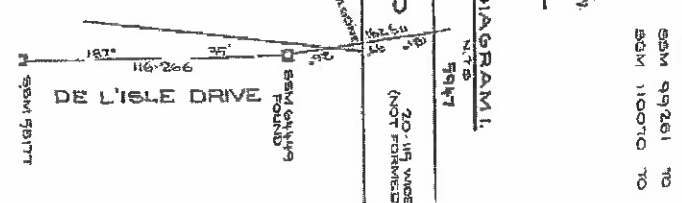
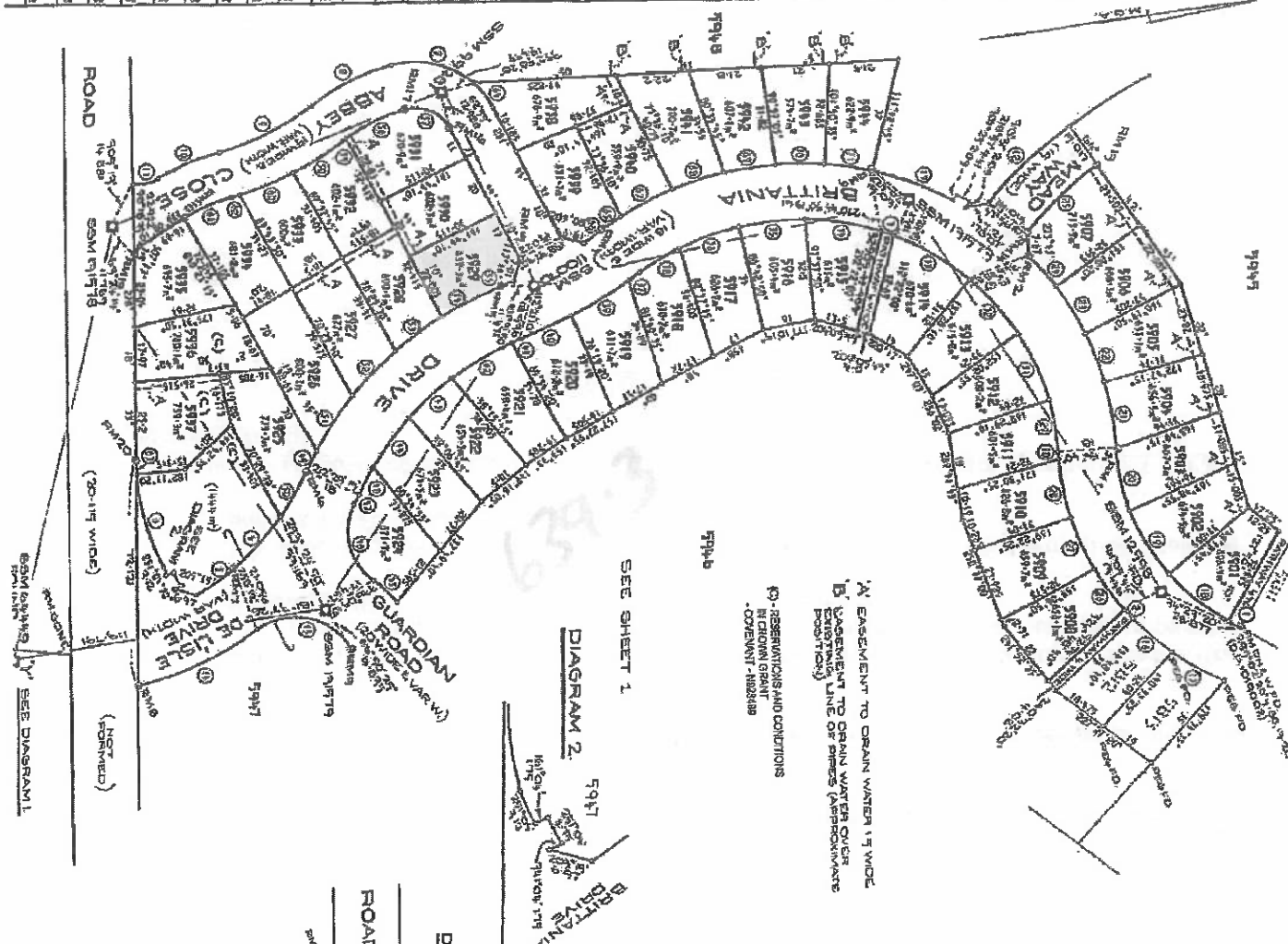
UNREGISTERED DEALINGS: NIL

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

Pending

PRINTED ON 29/1/2024





**SCHEDULE OF REFERENCED DISTANCES**

NO	DESCRIPTION	DISTANCE	FROM MARK
1	5' 0" 40'	19.000 - 19.100	19.000
2	1' 0" 40'	19.100 - 19.200	19.100
3	2' 0" 40'	19.200 - 19.300	19.200
4	3' 0" 40'	19.300 - 19.400	19.300
5	4' 0" 40'	19.400 - 19.500	19.400
6	5' 0" 40'	19.500 - 19.600	19.500
7	6' 0" 40'	19.600 - 19.700	19.600
8	7' 0" 40'	19.700 - 19.800	19.700
9	8' 0" 40'	19.800 - 19.900	19.800
10	9' 0" 40'	19.900 - 20.000	19.900
11	10' 0" 40'	20.000 - 20.100	20.000
12	11' 0" 40'	20.100 - 20.200	20.100
13	12' 0" 40'	20.200 - 20.300	20.200
14	13' 0" 40'	20.300 - 20.400	20.300
15	14' 0" 40'	20.400 - 20.500	20.400
16	15' 0" 40'	20.500 - 20.600	20.500
17	16' 0" 40'	20.600 - 20.700	20.600
18	17' 0" 40'	20.700 - 20.800	20.700
19	18' 0" 40'	20.800 - 20.900	20.800
20	19' 0" 40'	20.900 - 21.000	20.900

**SCHEDULE OF CORNER COORDINATES**

NO	COORDINATES	AREA	PERIMETER	ANGLE	MARK
1	20.000 19.000	1.000	19.000	90.000	19.000
2	20.000 20.000	1.000	20.000	90.000	20.000
3	21.000 20.000	1.000	21.000	90.000	21.000
4	21.000 21.000	1.000	21.000	90.000	21.000
5	20.000 21.000	1.000	20.000	90.000	20.000
6	20.000 20.000	1.000	20.000	90.000	20.000
7	21.000 20.000	1.000	21.000	90.000	21.000
8	21.000 21.000	1.000	21.000	90.000	21.000
9	20.000 21.000	1.000	20.000	90.000	20.000
10	20.000 20.000	1.000	20.000	90.000	20.000
11	21.000 20.000	1.000	21.000	90.000	21.000
12	21.000 21.000	1.000	21.000	90.000	21.000
13	20.000 21.000	1.000	20.000	90.000	20.000
14	20.000 20.000	1.000	20.000	90.000	20.000
15	21.000 20.000	1.000	21.000	90.000	21.000
16	21.000 21.000	1.000	21.000	90.000	21.000
17	20.000 21.000	1.000	20.000	90.000	20.000
18	20.000 20.000	1.000	20.000	90.000	20.000
19	21.000 20.000	1.000	21.000	90.000	21.000
20	21.000 21.000	1.000	21.000	90.000	21.000

WHERE ANY LEFT SHOWING  
 IS A TOTAL  
 EXTENDS ONLY TO THE POINT OF  
 BEGINNING OF THE ROAD OR  
 LINE THEREOF

Registrar File: 10000

DP1046614

Registration: 2 of 11-11-2002

17.10.2002

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

Lengths are in metres

(Sheet 1 of 3 sheets)

**DP1046614**

Subdivision of Lot 5800 DP 1019002  
 covered by Subdivision Certificate No. **7536.**

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

Landcom  
 Riverbank Corporate Centre  
 Level 2  
 330 Church Street  
 PARRAMATTA NSW 2150

**Part 1 (Creation)**

Number of Item shown in the intention panel on the plan	Identity of easement to be created and referred to in the plan	Lot Burdened	Lots Benefited
1	Easement to Drain Water 1.5 wide	Lot 5902 Lot 5903 Lot 5904  Lot 5905  Lot 5906  Lot 5907  Lot 5927 Lot 5928 Lot 5930  Lot 5931  Lot 5937 Lot 5938 Lot 5940	Lot 5901 Lots 5901 and 5902 Lots 5901, 5902 and 5903 Lots 5901, 5902, 5903 and 5904 Lots 5901, 5902, 5903, 5904 and 5905 Lots 5901, 5902, 5903, 5904, 5905 and 5906 Lot 5926 Lots 5926 and 5927 Lots 5926, 5927, 5928 and 5929 Lots 5926, 5927, 5928, 5929 and 5930 Lot 5925 Lots 5939 and 5940 Lot 5939

6

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

Lengths are in metres

(Sheet 2 of 3 sheets)

Subdivision of Lot 5800 DP 1019002  
 covered by Subdivision Certificate No. 7536.

**DP1046614**

**Part 1 (Creation) Continued**

Number of Item shown in the intention panel on the plan	Identity of easement to be created and referred to in the plan	Lot Burdened	Lots Benefited
2	Easement to Drain Water Over Existing Line of Pipes (approximate position)	Lot 5948	Lots 5938, 5939, 5940, 5941, 5942, 5943 and 5944

Number of Item shown in the intention panel on the plan	Identity of restriction to be created and referred to in the plan	Lots Burdened	Lots Benefited
3	Restriction on the Use of Land	Each and Every Lot of Lots 5901 to 5944	Each and Every Other Lot of Lots 5901 to 5944

Number of Item shown in the intention panel on the plan	Identity of restriction to be created and referred to in the plan	Lot Burdened	Authority Benefited
4	Restriction on the Use of Land	Lot 5924	Wyong Shire Council

11

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

Lengths are in metres

(Sheet 3 of 3 sheets)

Subdivision of Lot 5800 DP 1019002  
covered by Subdivision Certificate No. 7536.

**DP1046614**

**Part 2 (Terms)**

**Terms of Restriction on the Use of Land thirdly referred to in the plan:**

- (a) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landcom without the consent of Landcom or its successors other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to Landcom or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser, his executors and administrators and assigns on and during the ownership of the said adjoining lands by Landcom or its successors other than purchasers on sale.
- (b) No advertisement, hoarding sign or matter shall be displayed or erected on each lot burdened, other than a sign advertising that the said lot is for sale, without the prior written consent of Landcom or its successors.

**Terms of Restriction on the Use of Land fourthly referred to in the plan:**

Vehicular access to Lot 5924 is denied over the boundary of Guardian Road.

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY  
THE TERMS OF THE RESTRICTION THIRDLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN IS LANDCOM.

SIGNED BY *[Signature]*  
AS A DELEGATE OF LANDCOM  
WHO HAS NO NOTICE OF REVOCATION

) *[Signature]*  
)  
)  
N. CONDITSIS  
(WITNESS)

REGISTERED  11.11.2002







REGISTERED SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE OF LAND REFERRED TO IN CHAPTER FIVE AND TO SECTION 39F OF THE CONVEYANCING ACT 1914

Lengths are in metres

Sheet 1 of 4 Sheets

PART 1

Plan of Subdivision of Lot 201 in DP 780311

PLAN NAME AND ADDRESS OF PROPRIETOR OF THE LAND:

New South Wales Land and Planning Corporation, 230 21 Moore Street, Liverpool 2170

1. Identity of easement finally referred to in Chapter Five and to Section 39F of the Conveyancing Act 1914.

Kampanat for drain where variable width 1.5 wide

SCHEDULE OF LOTS AFFECTED

Lots in name of Authorised Beneficiary

Lot No	Lot No
1031	1031 and 1032
1032	1031, 1032 and 1033
1033	1031, 1032, 1033 and 1034
1034	1031, 1032, 1033, 1034 and 1035
1035	1034, 1035, 1036, 1037 and 1038
1036	1035, 1036, 1037 and 1038
1037	1036, 1037 and 1038
1038	1037 and 1038
1039	1038 and 1039
1040	1039 and 1040
1041	1040 and 1041
1042	1041 and 1042
1043	1042 and 1043
1044	1043 and 1044
1045	1044 and 1045
1046	1045 and 1046
1047	1046 and 1047
1048	1047 and 1048
1049	1048 and 1049
1050	1049 and 1050
1051	1050 and 1051
1052	1051 and 1052
1053	1052 and 1053
1054	1053 and 1054
1055	1054 and 1055
1056	1055 and 1056
1057	1056 and 1057
1058	1057 and 1058
1059	1058 and 1059
1060	1059 and 1060
1061	1060 and 1061
1062	1061 and 1062
1063	1062 and 1063
1064	1063 and 1064
1065	1064 and 1065
1066	1065 and 1066
1067	1066 and 1067
1068	1067 and 1068
1069	1068 and 1069
1070	1069 and 1070
1071	1070 and 1071
1072	1071 and 1072
1073	1072 and 1073
1074	1073 and 1074



REGISTERED SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE OF LAND REFERRED TO IN CHAPTER FIVE AND TO SECTION 39F OF THE CONVEYANCING ACT 1914

Lengths are in metres

Sheet 2 of 4 Sheets

DISPOSERS

PART 1

Lots Beneficial

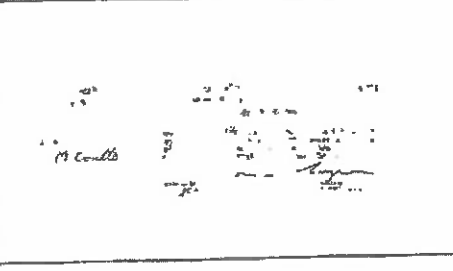
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1099	1097 and 1098
1100	1098 and 1099
1101	1099 and 1100
1102	1100 and 1101
1103	1101 and 1102
1104	1102 and 1103
1105	1103 and 1104
1106	1104 and 1105
1107	1105 and 1106
1108	1106 and 1107
1109	1107 and 1108
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1113	1111 and 1112
1114	1112 and 1113
1115	1113 and 1114
1116	1114 and 1115
1117	1115 and 1116
1118	1116 and 1117
1119	1117 and 1118
1120	1118 and 1119
1121	1119 and 1120
1122	1120 and 1121
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1125	1123 and 1124
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1129	1127 and 1128
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**PLAN FORM 2**

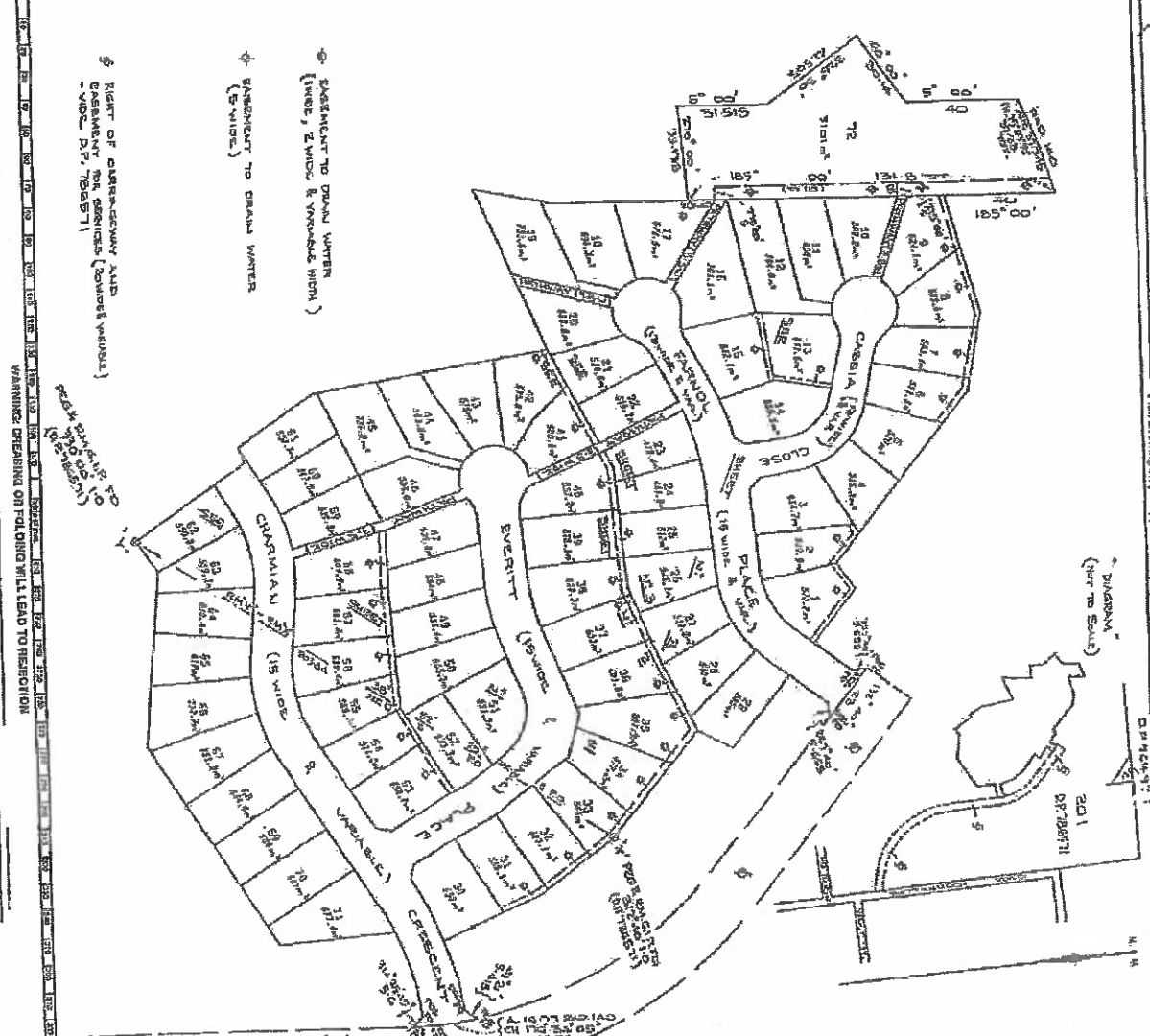
CONVENE AND BEAT ONLY.  
 THE COMMON SEAL OF  
 THE COUNTY OF NORTHAMPTON  
 (FORMERLY CITY OF NORTHAMPTON)  
 WHOSE NAME AND ADDRESS  
 ARE ACCORDANCE WITH  
 THE PROVISIONS OF THE  
 ACT OF 1924

DAVID ZUNER  
 Mayor  
 Director  
 Secretary



**Consent of the Council**  
 The Council of the County of Northampton do hereby consent to the registration of the above plan and to the provisions of the Act of 1924 in relation thereto.

**Consent of the Registrar**  
 I, the Registrar-General, do hereby consent to the registration of the above plan and to the provisions of the Act of 1924 in relation thereto.



DP 794070	3	1
PLAN NO	DP 794070	1
DATE	14-10-1989	2
TYPE	TEMPORARY	3
PLAN NO	DP 794070	4
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DATE	14-10-1989	303
PLAN NO	DP 794070	304



PLAN FORM 3

WARRANTY CERTAINING OR FOLDING WILL LEAD TO REJECTION



SCHEDULE OF PROBABLY EXISTING MATTERS (GAS, WATER, ETC.)

Lot No.	Particulars
1	Gas
2	Water
3	Electricity
4	Gas
5	Water
6	Electricity
7	Gas
8	Water
9	Electricity
10	Gas
11	Water
12	Electricity
13	Gas
14	Water
15	Electricity
16	Gas
17	Water
18	Electricity
19	Gas
20	Water
21	Electricity
22	Gas
23	Water
24	Electricity
25	Gas
26	Water
27	Electricity
28	Gas
29	Water
30	Electricity
31	Gas
32	Water
33	Electricity
34	Gas
35	Water
36	Electricity
37	Gas
38	Water
39	Electricity
40	Gas
41	Water
42	Electricity
43	Gas
44	Water
45	Electricity
46	Gas
47	Water
48	Electricity
49	Gas
50	Water
51	Electricity
52	Gas
53	Water
54	Electricity
55	Gas
56	Water
57	Electricity
58	Gas
59	Water
60	Electricity
61	Gas
62	Water
63	Electricity
64	Gas
65	Water
66	Electricity
67	Gas
68	Water
69	Electricity
70	Gas
71	Water

Plan Drawing only to appear in the plan

SCHEDULE OF CURVED BOUNDARIES

Lot No.	Curve No.	Radius	Chord	Angle
1	1	100	100	90
2	2	100	100	90
3	3	100	100	90
4	4	100	100	90
5	5	100	100	90
6	6	100	100	90
7	7	100	100	90
8	8	100	100	90
9	9	100	100	90
10	10	100	100	90
11	11	100	100	90
12	12	100	100	90
13	13	100	100	90
14	14	100	100	90
15	15	100	100	90
16	16	100	100	90
17	17	100	100	90
18	18	100	100	90
19	19	100	100	90
20	20	100	100	90
21	21	100	100	90
22	22	100	100	90
23	23	100	100	90
24	24	100	100	90
25	25	100	100	90
26	26	100	100	90
27	27	100	100	90
28	28	100	100	90
29	29	100	100	90
30	30	100	100	90
31	31	100	100	90
32	32	100	100	90
33	33	100	100	90
34	34	100	100	90
35	35	100	100	90
36	36	100	100	90
37	37	100	100	90
38	38	100	100	90
39	39	100	100	90
40	40	100	100	90
41	41	100	100	90
42	42	100	100	90
43	43	100	100	90
44	44	100	100	90
45	45	100	100	90
46	46	100	100	90
47	47	100	100	90
48	48	100	100	90
49	49	100	100	90
50	50	100	100	90
51	51	100	100	90
52	52	100	100	90
53	53	100	100	90
54	54	100	100	90
55	55	100	100	90
56	56	100	100	90
57	57	100	100	90
58	58	100	100	90
59	59	100	100	90
60	60	100	100	90
61	61	100	100	90
62	62	100	100	90
63	63	100	100	90
64	64	100	100	90
65	65	100	100	90
66	66	100	100	90
67	67	100	100	90
68	68	100	100	90
69	69	100	100	90
70	70	100	100	90
71	71	100	100	90

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

10 20 30 40 50 60 70 80 90 100 110 120 130 140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 3rd July, 1991



SCHEDULE OF CURVED BOUNDARIES

Lot No.	Curve No.	Radius	Chord	Angle
1	1	100	100	90
2	2	100	100	90
3	3	100	100	90
4	4	100	100	90
5	5	100	100	90
6	6	100	100	90
7	7	100	100	90
8	8	100	100	90
9	9	100	100	90
10	10	100	100	90
11	11	100	100	90
12	12	100	100	90
13	13	100	100	90
14	14	100	100	90
15	15	100	100	90
16	16	100	100	90
17	17	100	100	90
18	18	100	100	90
19	19	100	100	90
20	20	100	100	90
21	21	100	100	90
22	22	100	100	90
23	23	100	100	90
24	24	100	100	90
25	25	100	100	90
26	26	100	100	90
27	27	100	100	90
28	28	100	100	90
29	29	100	100	90
30	30	100	100	90
31	31	100	100	90
32	32	100	100	90
33	33	100	100	90
34	34	100	100	90
35	35	100	100	90
36	36	100	100	90
37	37	100	100	90
38	38	100	100	90
39	39	100	100	90
40	40	100	100	90
41	41	100	100	90
42	42	100	100	90
43	43	100	100	90
44	44	100	100	90
45	45	100	100	90
46	46	100	100	90
47	47	100	100	90
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51	51	100	100	90
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53	53	100	100	90
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56	56	100	100	90
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58	58	100	100	90
59	59	100	100	90
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63	63	100	100	90
64	64	100	100	90
65	65	100	100	90
66	66	100	100	90
67	67	100	100	90
68	68	100	100	90
69	69	100	100	90
70	70	100	100	90
71	71	100	100	90

DP 794070  
 Registered  
 22-1-1991  
 4-12-1989

THE COMMON SEAL OF THE REGISTRAR GENERAL APPEARED IN ACCORDANCE WITH THE ARTICLES OF ASSOCIATION IN THE PRESENCE OF



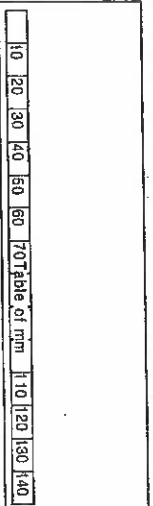
Scale of 1:500



*M*  
 DIRECTOR

*A. H. H. H.*  
 SECRETARY

REGISTERED 22-1-1990



This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 24th JANUARY, 1990

REGISTERED 22-1-1990

0357W/S316/2  
 DIRECTOR  
*A. H. H. H.*  
 SECRETARY

**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 1

Lengths are in metres  
 DP 794070  
 Full name and address of mortgagor or lessor  
 Record Leather Manufacturers (Aust.) Pty. Limited  
 101 Canterbury Road  
 TOONBAK VIC 3142

1. Identity of easement or restriction first abovementioned plan  
 Easement to Drain Water  
 1 wide, 2 wide and variable width

**SCHEDULE OF LOTS ETC. AFFECTED**

Lots Burdened	Lots, name or road, or Authority benefited
1	2, 3, 4
2	3, 4
3	4
4	5
5	5, 6
6	5, 6, 7
7	5, 6, 7, 8
8	15, 16
9	16
10	30
11	30, 31
12	30, 31, 32
13	30, 31, 32, 33, 35, 36, 37, 38, 39, 40, 41, 42, 1st 201 in DP 786571
14	36, 37, 38, 39, 40, 41, 42, 1st 201 in DP 786571
15	37, 38, 39, 40, 42, 42, 1st 201 in DP 786571
16	38, 39, 40, 41, 42, 1st 201 in DP 786571
17	39, 40, 41, 42, 1st 201 in DP 786571
18	40, 41, 42, 1st 201 in DP 786571
19	41, 42, 1st 201 in DP 786571
20	42, 1st 201 in DP 786571
21	1st 201 in DP 786571
22	46, 54, 55, 56, 57, 58
23	46, 55, 56, 57, 58
24	46, 56, 57, 58
25	46, 57, 58
26	46, 57, 58
27	46, 57, 58
28	46

**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

Lengths are in metres  
 DP 794070  
 Sheet 2 of 3 Sheets  
 Subdivision of Certificate of Title Identification 200/786571 and covered by Council Clerk's Certificate No. 1235

3. Identity of easement or restriction first abovementioned plan  
 Restriction as to user  
 DP 786571

**SCHEDULE OF LOTS ETC. AFFECTED**

Lots Burdened	Lots, name or road, or Authority benefited
Each lot except lot 72	Every other lot except lot 72.

Part 2

**1 & 2 TERMS OF EASEMENTS TO DRAIN WATER EXISTING AND SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN**

Easement to drain water as set out in Part III of Schedule VIII of the Conveyancing Act, 1919 (as amended) PROVIDED THAT the owner for the time being of any burden lot shall bear the cost of repairing any accidental damage to any drains and pipes within his lot.

**3. TERMS OF RESTRICTION AS TO USER INTENDY REFERRED TO IN ABOVEMENTIONED PLAN**

(a) No fence exceeding 0.8 metres in height shall be erected or be permitted to remain erected on the front street alignment of each lot burdened or between the front street alignment and the building line is fixed by the responsible Shire Municipal or City Council (provided that such distance shall not exceed 9 metres) ("restricted areas"), where the said lot is a corner lot this restriction shall apply to one street frontage.

(b) While either:

- (1) Record Leather Manufacturers (Aust.) Pty Limited; or
- (11) Northern Managers and Construction Pty. Limited;

REGISTERED 22-1-1990



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USE  
 INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919  
 Lengths are in metres  
 Plan  
 DP794070  
 Sheet 3 of 3 Sheets  
 Subdivision of Certificate of Title  
 Identifier 200/786571 and covered by  
 Council Clerk's Certificate No. 4538

Herein jointly called the "Company" is the registered proprietor of any land in the plan or any land immediately adjoining the plan in the land, no fence shall be erected on each lot burdened to divide it from any adjoining land owned by the companies without the consent of the company whose land so adjoins the said land. Neither company shall without consent of the other company erect or alter any fence or boundary wall or other structure. This restriction shall remain in force only during such time as the Record Leather Manufacturers Pty. Limited and Northern Managers of Construction Pty. Limited is the registered proprietor of land in the plan or any land immediately adjoining the land in the plan.

(c) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expenses of the person or persons requesting the same.

(d) In these restrictions as to user:

Record Leather Manufacturers (Aust.) Pty. Limited shall mean Record Leather Manufacturers (Aust.) Pty. Limited its successors nominees or assigns other than purchasers on sale.

Northern Managers and Construction Pty. Limited shall mean Northern Managers and Construction Pty. Limited, its successors, nominees or assigns other than purchasers on sale.

"The plan" shall mean the plan of subdivision to which these restrictions relate and upon the registration of which these restrictions are created.

(e) Record Leather Manufacturers (Aust.) Pty. Limited shall have the right to release, vary or modify these restrictions whilst it is the registered proprietor of any land in the plan. Once Record Leather Manufacturers (Aust.) Pty. Limited is not the registered proprietor of any land in the plan, Northern Managers and Construction Pty. Limited whilst it is the registered proprietor of land in the plan is the person having the right to release, vary or modify these restrictions for such period as it is registered proprietor of any land in the plan or for the period of five (5) years from the date of registration of the plan whichever is the later.

THE COMMON SEAL OF RECORD LEATHER MANUFACTURERS (AUST.) PTY. LIMITED WAS HEREIN AFFIXED IN ACCORDANCE WITH ITS ARTICLES OF ASSOCIATION IN THE PRESENCE OF:

.....  
 Director

M. G. ...  
 SECRETARY



Signed and sealed by the said firm, AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED as shown by its Meeting on 05/11/1992 in accordance with its Articles of Association and the Companies Act 1933/1993 by its Meeting

M. G. ...  
 Director

REGISTERED

10	20	30	40	50	60	70	80	90	100	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, 12th JANUARY, 1990



AT:MR

THIS DEED made the  
nine hundred and seventy

VENANT

L.F3/505.1132 Pt.2

N 9 2 3 4 8 9

One thousand

GEN CLIFTON RENE SHOBRIDGE

\$14

BAILEY of Ourimbah, Farmer AND FLORA BERYL BAILEY, his wife

(hereinafter called "the Covenantors") of the one part AND

THE COMMISSIONER FOR MAIN ROADS a corporation sole constituted

pursuant to the provisions of the Main Roads Act, 1924 of 309

Castlereagh Street, Sydney (hereinafter called "the Commissioner")

of the other part WHEREAS by notification published in Government

Gazette No. 33 of 22nd March, 1974 the land described in the

Second Schedule hereto was resumed for the purposes of the Main

Roads Act and the Covenantors now covenant with the Commissioner

as Covenantee notwithstanding the provisions of the Local Government

Act of 1919, that

1 (a) The land described in the First Schedule of this Covenant will not nor will any part thereof at any time hereafter without the prior consent in writing of the Commissioner (which consent may at any time be withdrawn by the Commissioner in his absolute discretion) be used as a means of access or route to any part of the lands described in the Second Schedule of this Covenant.

(b) No means of access or route to or from the lands described in the Second Schedule hereunder will at any time hereafter (without such consent being first had and obtained) to be constructed formed or laid out in over or upon the land described in the First Schedule hereunder and any such means of access or route must be forthwith closed upon the Commissioner withdrawing any consent so given as aforesaid which he may do in his absolute discretion.

2. The land described in the First Schedule hereunder will not be excavated or reformed in any manner which may cause or have any tendency to cause the collapse of the lands described in the Second Schedule hereunder notwithstanding the existence of improvements thereon.

AND IT IS HEREBY DECLARED that the benefit of the Covenants set forth is intended to be appurtenant to the lands in the Second Schedule hereunder and that the burden of the said Covenants attaches to the land in the First Schedule hereunder and that the person having the right to release or vary or modify the Covenants is the Commissioner or his Successors

AND IT IS HEREBY DECLARED that the restrictions imposed by this Covenant shall cease to apply if the dominant tenement after having been proclaimed a motorway under Part VAA of the Main Roads Act, 1924 thereafter ceases to be such a motorway.

*Clifton R. Shobridge*

/ FIRST SCHEDULE ...

*F. B. Bailey*  
*C. R. Bailey*

FIRST SCHEDULE

ALL THOSE pieces or parcels of land situate in the Shire of Wyong Parish of Munmorah and County of Northumberland being Lot 1 in Deposited Plan 564975, Lots 4, 5 & 6 in Deposited Plan 564976 and Lot 39 Section A Deposited Plan 5554 and being part of the land comprised within Certificates of Title Volume 9239 Folio 34 and Volume 7749 Folio 205.

SECOND SCHEDULE

ALL THOSE pieces or parcels of land situate in the Shire of Wyong Parish of Munmorah and County of Northumberland being Lots 2 and 3 in Deposited Plan 564975, being part of the land comprised within Certificate of Title Volume 9239 Folio 34 and Lot 7 in Deposited Plan 564976 and the whole of Lot 39A Section A Deposited Plan 5554 and being part of the land comprised within Certificates of Title Volume 7749 Folio 205.

IN WITNESS WHEREOF the Covenantors have hereunto set their hands and seals on the day and year first hereinbefore written.

SIGNED SEALED AND DELIVERED

by the said CLIFTON RENE SHOORIDGE

BAILEY in the presence of:

*R. Decker*  
*Clifton R. Shooridge*  
*Clifton R. Shooridge*

*Clifton R. Shooridge*

SIGNED SEALED AND DELIVERED

by the said FLORA BERYL BAILEY

in the presence of:

*R. Decker*

*Flora Beryl Bailey*

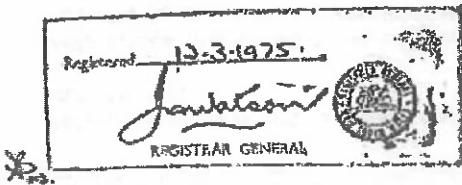
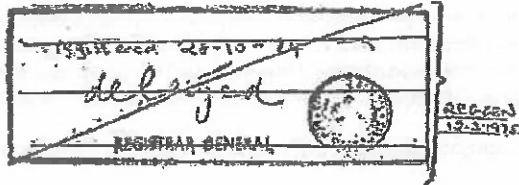
*Clifton R. Shooridge*

N 9 2 3 4 8 9

Dept. Main Roads  
209 Castlereagh St.  
Sydney  
2000 ext. 644  
PO. L.F./505-1132 ATLAS

Recd & S.D.B. M<sup>o</sup> 11/9/74

2cts  
② 13/3/75

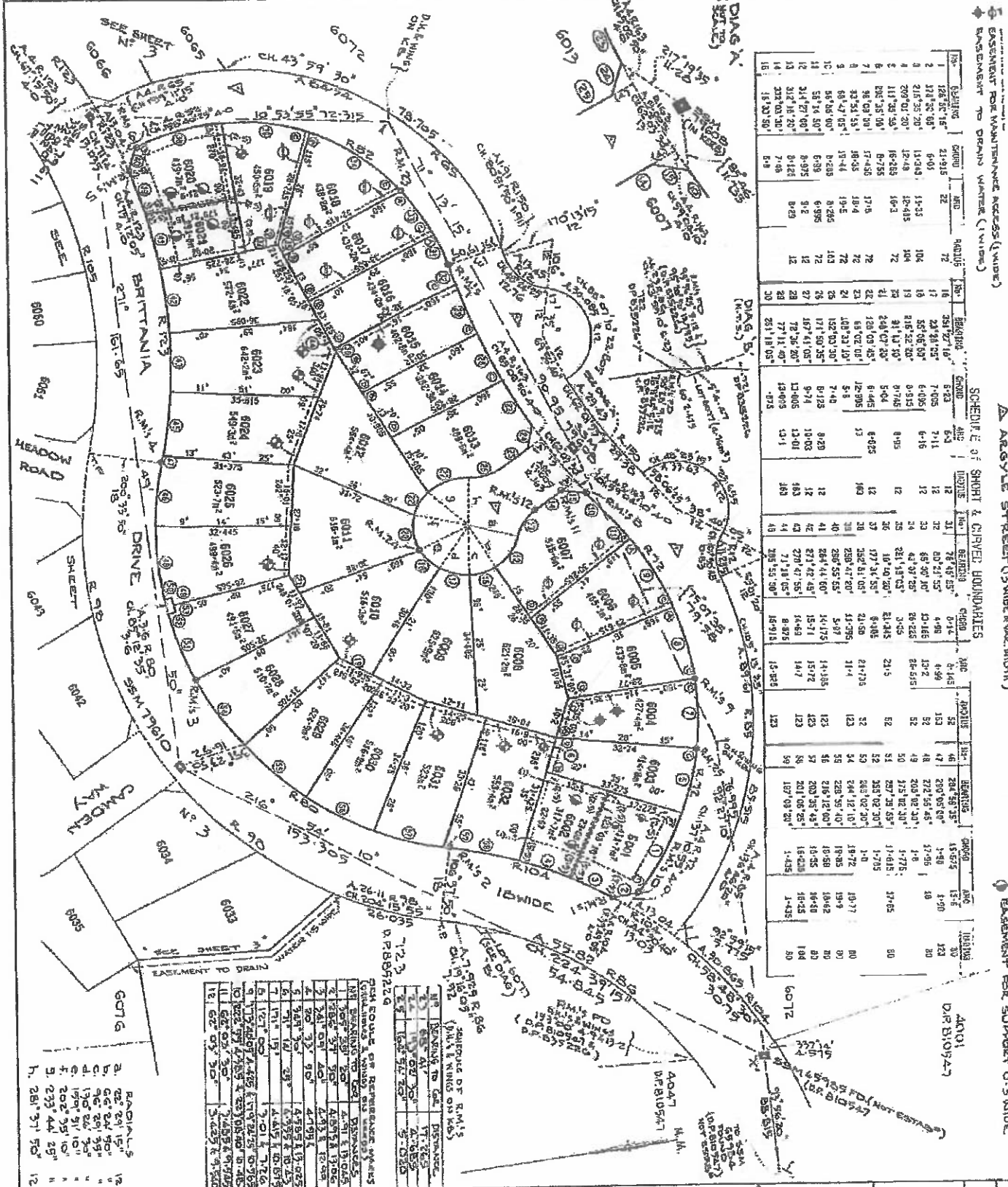


M.P.D.





Office of the Registrar-General / Srs:InfoTrack / Ref:2370074



**SCHEDULE of SHORT & DRIVER BOUNDARIES**

Lot	Starting	Ending	Radius	Area	Height	Area	Height	Area	Height	Area	Height	Area	Height
1	128.58.75	219.31	72	16	281.07.14	6.23	6.3	12	31	78.49.25	0.14	6.145	52
2	217.92.05	6.01	15.93	17	231.94.257	7.005	7.11	12	32	80.21.55	4.98	4.99	47
3	217.92.20	13.43	104	18	55.04.53	6.035	6.16	12	33	65.90.10	13.165	13.2	82
4	209.01.20	12.48	104	19	818.52.20	0.512	0.512	12	34	4.37.25	82.25	82.515	52
5	111.92.34	16.2	72	20	31.14.70	0.716	0.915	12	35	231.14.25	3.55	3.55	50
6	28.25.00	16.2	72	21	248.07.20	5.04	6.035	12	36	10.49.20	23.45	23.5	52
7	17.48	17.6	72	22	128.03.45	6.445	6.445	12	37	17.34.55	6.445	6.445	52
8	33.54.53	18.55	104	23	187.20.01	7.42	7.42	12	38	250.55.55	5.87	5.87	54
9	19.4	19.4	72	24	187.20.01	12.995	13	12	39	250.55.55	11.1	11.1	52
10	55.28.40	6.23	104	25	127.03.30	8.125	8.125	12	40	250.55.55	14.175	14.185	123
11	55.28.40	6.23	104	26	127.03.30	9.714	9.714	12	41	250.55.55	15.71	15.712	123
12	31.47.00	8.975	72	27	147.41.05	9.714	13.03	12	42	270.47.55	14.68	14.7	123
13	31.47.20	8.975	72	28	79.25.20	13.005	13.01	12	43	270.47.55	14.68	14.7	123
14	31.47.20	8.975	72	29	79.25.20	13.005	13.01	12	44	270.47.55	14.68	14.7	123
15	15.27.50	6.8	12	30	251.18.05	13.01	13.1	12	45	251.18.05	14.915	15.225	123

**FROM COLLECTOR FOR REGISTERED EASEMENTS**

No.	Reference to Plan	Distance	Area
1	1001.200	1.25	2.055
2	1001.200	2.055	2.055
3	1001.200	2.055	2.055
4	1001.200	2.055	2.055
5	1001.200	2.055	2.055
6	1001.200	2.055	2.055
7	1001.200	2.055	2.055
8	1001.200	2.055	2.055
9	1001.200	2.055	2.055
10	1001.200	2.055	2.055
11	1001.200	2.055	2.055
12	1001.200	2.055	2.055

WHERE ANY LOT HEREIN ADJUTS ON A ROAD OR HIGH ROAD, THE STREAM THE TITLE EXTENDS ONLY TO THE ROAD OR STREAM AND NOT TO THE MIDDLE LINE THEREOF.

**DP 835228**

Registered **A. W. WATKINS**

Zone **2** of **3** years

Date **23/8/93**

*W. W. WATKINS*

Prepared by **W. W. WATKINS**

Printed by **W. W. WATKINS**

Drawn by **W. W. WATKINS**

Checked by **W. W. WATKINS**

10. EASEMENT FOR SUPPORT 0.3 WIDE

11. EASEMENT FOR SUPPORT 0.3 WIDE

12. EASEMENT FOR SUPPORT 0.3 WIDE

13. EASEMENT FOR SUPPORT 0.3 WIDE

14. EASEMENT FOR SUPPORT 0.3 WIDE

15. EASEMENT TO DRAIN WATER 1.5 WIDE

16. EASEMENT TO DRAIN WATER 0.3 WIDE

17. EASEMENT TO DRAIN WATER 0.3 WIDE

18. EASEMENT TO DRAIN WATER 0.3 WIDE

19. EASEMENT TO DRAIN WATER 0.3 WIDE

20. EASEMENT TO DRAIN WATER 0.3 WIDE

21. EASEMENT TO DRAIN WATER 0.3 WIDE

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97. EASEMENT TO DRAIN WATER 0.3 WIDE

98. EASEMENT TO DRAIN WATER 0.3 WIDE

99. EASEMENT TO DRAIN WATER 0.3 WIDE

100. EASEMENT TO DRAIN WATER 0.3 WIDE



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

(Lengths are in metres)

Sheet 1 of 7 sheets

PART 1

PLAN DP835228

Subdivision of Lot 5113 D.P. 816885 and Easement to Drain Water 1.5 Wide over Lot 723 D.P.87226

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

New South Wales Land & Housing Corporation,  
23 - 31 Moore Street,  
LIVERPOOL. N.S.W. 2170.

1. IDENTITY OF EASEMENT OR RESTRICTION FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN.

Easement to Drain Water 1.5 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

6029  
6030  
6031  
6032  
6003  
6026  
6025  
6024  
6023  
6020  
6036  
6037  
6038  
6039  
6040  
6043  
6062  
6057  
6070  
6071  
6067  
6065

Lots, name of road or Authority benefited

6028  
6028, 6029  
6028, 6029, 6030  
6028, 6029, 6030, 6031  
6002, 6028, 6029, 6030, 6031, 6032  
6027  
6026, 6027  
6025, 6026, 6027  
6022, 6024, 6025, 6026, 6027  
6021  
6072  
6036, 6072  
6036, 6037, 6072  
6036, 6037, 6038, 6072  
6036, 6037, 6038, 6039, 6072  
6036, 6037, 6038, 6039, 6040, 6072  
6063  
6062, 6063  
6069  
6069, 6070  
6068  
6066, 6067, 6068

2. IDENTITY OF EASEMENT OR RESTRICTION SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN.

Easement to Drain Water 1 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

6004  
6015

Lots, name of road or Authority benefited

6002, 6003, 6028, 6029, 6030, 6031, 6032  
6022, 6023, 6024, 6025, 6026, 6027

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

(Lengths are in metres)

Sheet 2 of 7 sheets

PART 1

PLAN DP835228

Subdivision of Lot 5113 D.P. 816885 and Easement to Drain Water 1.5 Wide over Lot 723 D.P. 835228

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

New South Wales Land & Housing Corporation,  
23 - 31 Moore Street,  
LIVERPOOL. N.S.W. 2170.

3. IDENTITY OF EASEMENT OR RESTRICTION THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN.

Easement for Maintenance Access 1.0 Wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots, name of road or Authority benefited

6006  
6007  
6017  
6018  
6019

6005  
6006  
6016  
6017  
6018

4. IDENTITY OF EASEMENT OR RESTRICTION FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Restriction on the Use of Land

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots, name of road or Authority benefited

Each Lot except Lot  
6072, 6073, 6074, 6075, 6076, 6077

Every other Lot except  
6072, 6073, 6074, 6075, 6076 and 6077

5. IDENTITY OF POSITIVE COVENANT FIFTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Positive Covenant

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots, name of road or Authority benefited

6003, 6004, 6005  
6006, 6007, 6013  
6014, 6015, 6016  
6017, 6018, 6019

Wyang Shire Council

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

(Lengths are in metres)

Sheet 3 of 7 sheets

PART 1

PLAN DPB35228

Subdivision of Lot 5113 D.P. 816885  
and Easement to Drain Water 1.5 Wide  
over Lot 723 D.P. 835226

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

New South Wales Land & Housing Corporation,  
23 - 31 Moore Street,  
LIVERPOOL. N.S.W. 2170.

6. IDENTITY OF POSITIVE COVENANT SIXTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Positive Covenant

SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened  
6001, 6002

Lots,name of road or Authority benefited  
Wyang Shire Council

7. IDENTITY OF POSITIVE COVENANT SEVENTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Positive Covenant

SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened  
6020, 6021,

Lots,name of road or Authority benefited  
Wyang Shire Council

8. IDENTITY OF POSITIVE COVENANT EIGHTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Positive Covenant

SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened  
6065, 6066

Lots,name of road or Authority benefited  
Wyang Shire Council

9. IDENTITY OF EASEMENT OR RESTRICTION NINTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Easement for Support 0.3 wide

SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened  
6001

Lots,name of road or Authority benefited  
6002

10. IDENTITY OF EASEMENT OR RESTRICTION TENTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Easement for Support 0.3 wide

SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened  
6002

Lots,name of road or Authority benefited  
6001

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

(Lengths are in metres)

Sheet 4 of 7 sheets

PART 1

PLAN DP 835228

Subdivision of Lot 5113 D.P. 816885 and Easement to Drain Water 1.5 Wide over Lot 723 D.P.835228

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

New South Wales Land & Housing Corporation,  
23 - 31 Moore Street,  
LIVERPOOL. N.S.W. 2170.

11. IDENTITY OF EASEMENT OR RESTRICTION ELEVENTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Easement for Support 0.3 wide

SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened

Lots,name of road or Authority benefited

6020

6021

12. IDENTITY OF EASEMENT OR RESTRICTION TWELFTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Easement for Support 0.3 wide

SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened

Lots,name of road or Authority benefited

6021

6020

13. IDENTITY OF EASEMENT OR RESTRICTION THIRTEENTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Easement for Support 0.3 wide

SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened

Lots,name of road or Authority benefited

6065

6066

14. IDENTITY OF EASEMENT OR RESTRICTION FOURTEENTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Easement for Support 0.3 wide

SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened

Lots,name of road or Authority benefited

6066

6065

15. IDENTITY OF EASEMENT OR RESTRICTION FIFTEENTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Easement to Drain Water 1.5 Wide

SCHEDULE OF LOTS ETC.AFFECTED

Lots burdened

Lots,name of road or Authority benefited

Lot 723 D.P.835228 , 6076

6035

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

(Lengths are in metres)

Sheet 5 of 7 sheets

PART 2

PLAN DP835228

Subdivision of Lot 5113 D.P. 816885  
and Easement to Drain Water 1.5 Wide  
over Lot 723 D.P.839226

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

New South Wales Land & Housing Corporation,  
23 - 31 Moore Street,  
LIVERPOOL. N.S.W. 2170.

TERMS OF EASEMENT OR RESTRICTION THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

The full and free 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 him from time to time and at all times to enter upon the servient tenement and to remain there for any reasonable time with any tools, implements or machinery necessary for the purpose of renewing, replacing, painting, repairing and maintaining the residence adjacent to the easement and to enter upon the servient tenement and to remain there for any reasonable time for the said purpose AND the Registered Proprietor for the time being of the land hereby burdened shall not erect or permit to be erected any building or other structure of any kind or description on or over the said easement.

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE TERMS OF EASEMENTS OR RESTRICTIONS THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN

The dominant tenement their heirs, successors and assigns.

TERMS OF EASEMENT OR RESTRICTION ON THE USE OF LAND FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN

(a) No fence shall be erected on each Lot burdened to divide it from any adjoining land owned by the New South Wales Land and Housing Corporation without the consent of the New South Wales Land and Housing Corporation or its successors other than purchasers on Sale but consent shall not be withheld if such fence is erected without expense to the New South Wales Land and Housing Corporation or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by the New South Wales Land and Housing Corporation or its successors other than purchasers on sale.

(b) No advertisement hoarding sign or matter shall be displayed or erected on each Lot burdened (other than a sign advertising that the said Lot is for sale) without the prior written consent of the New South Wales Land and Housing Corporation or its successors.

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE TERMS OF EASEMENT OR RESTRICTION FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

The New South Wales Land and Housing Corporation.



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

(Lengths are in metres)

Sheet 6 of 7 sheets

PART 2

PLAN **DP835228**

Subdivision of Lot 5113 D.P. 816885  
and Easement to Drain Water 1.5 Wide  
over Lot 723 D.P. 835226

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND


New South Wales Land & Housing Corporation,  
23 - 31 Moore Street,  
LIVERPOOL. N.S.W. 2170.

TERMS OF POSITIVE COVENANT FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

1. A wall of the dwelling erected on the lot burdened by this restriction adjacent to the boundary demarcated A-B on the abovementioned plan may be constructed on or within 150mm of the said boundary provided that the maximum continuous length of external wall of the said dwelling along the said boundary does not exceed 9 metres without a step. Any window constructed in a wall parallel to the boundary demarcated A-B shall be set back a minimum of 900mm from that boundary.
2. The dwelling erected on the lot burdened by this restriction adjacent to the boundary demarcated C - D on the abovementioned plan shall be set back a minimum of one metre from the said boundary.
3. The dwelling erected on the lot burdened by this restriction shall be set back a minimum of 2.5 metres from the boundary demarcated B - D on the abovementioned plan.
4. Subject to the approval of the Local Authority any garage and/or carport either attached or detached to or from the dwelling on the lot burdened by this restriction respectively shall be set back a minimum of 5.5 metres from the street frontage boundary.
5. Subject to the approval of the Local Authority any room forming part of the dwelling erected on the lot burdened by this restriction shall be set back a minimum of 5.5 metres from the street frontage boundary.
6. Subject to the approval of the Local Authority any verandah and/or porch forming part of the dwelling erected on the lot burdened by this restriction shall be set back a minimum of 3.5 metres from the street frontage boundary.
7. A courtyard shall be provided adjacent to the dwelling erected on the lot burdened by this restriction having a minimum area of 30 square metres and a minimum dimension of 4 metres in any direction. The said courtyard shall be located adjacent to the boundary demarcated C - D on the abovementioned plan.
8. A fence having a minimum height of 1.8 metres shall be provided on all side and rear boundaries behind the front building alignment and where the external wall of the dwelling does not coincide with the lot boundary.
9. Any dwelling erected on the Lots Burdened by this restriction shall be of single storey construction only.
10. No fence shall be erected on that part of the side boundary of the Lots Burdened by this restriction where the wall of a dwelling is less than 900mm distant from that boundary.

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE TERMS OF POSITIVE COVENANT FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Wyong Shire Council.



INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

(Lengths are in metres)

Sheet 7 of 7 sheets

PART 2

PLAN DP835228

Subdivision of Lot 5113 D.P. 816885 and Easement to Drain Water 1.5 Wide over Lot 723 D.P.837226

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

New South Wales Land & Housing Corporation,  
23 - 31 Moore Street,  
LIVERPOOL. N.S.W. 2170.

TERMS OF POSITIVE COVENANT SIXTHLY, SEVENTHLY AND EIGHTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

- (1) No single detached dwelling shall be erected on each lot burdened and the lots burdened shall only be developed jointly as one main building with a common wall the centre of which shall coincide with the common boundary of the lots burdened and be contained within the Easements for Support created by and referred to in the abovementioned plan.
- (2) No part of the aforementioned main building shall be erected outside the area shown as " building envelope" on the abovementioned plan.

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE TERMS OF POSITIVE COVENANT SIXTHLY, SEVENTHLY AND EIGHTHLY REFERRED TO IN ABOVEMENTIONED PLAN

Wyong Shire Council.

TERMS OF EASEMENT FOR SUPPORT 0.3 WIDE NINTHLY, TENTHLY, ELEVENTHLY AND TWELFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

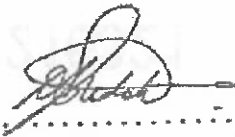
" Full free right and liberty for the proprietor of the lot benefited to have have the wall, building, structures and appurtenances erected or to be erected on the lot benefited supported and upheld by the wall, building, structures and appurtenances erected or to be erected on the land shown on the plan herein as ' Easement for Support 0.3 Wide ' being part of the lot burdened to the extent that the said wall, building, structure and appurtenances contained or to be contained in the lot benefited derive support therefrom PROVIDED HOWEVER that the Easement for Support hereby created will not be extinguished without the prior consent of the registered proprietor of the lot benefited."

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE TERMS OF EASEMENT NINTHLY, TENTHLY, ELEVENTHLY AND TWELFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

The Dominant Tenement their heirs successors or assigns.

SIGNED by me DOMINIC SIDOTI  
as delegate of the New South  
Wales Land and Housing Corporation  
who hereby declares that he has no  
notice of the revocation of the  
delegation.

The New South Wales Land and Housing  
Corporation by its delegate:



.. MICHAEL.. ROBERT.. OWENS ..  
In the presence of:

*M. Owens*

REGISTERED 12 19-1-1994



Glenmore Conveyancing  
PO Box 8152  
GLENMORE PARK NSW 2745

## SECTION 10.7(2) PLANNING CERTIFICATE

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

<b>Fee Paid:</b>	\$67.00
<b>Receipt No:</b>	20033678
<b>Receipt Date:</b>	29 January 2024
<b>Property Address:</b>	4 Abbey Close, WATANOBBI NSW 2259
<b>Property Description:</b>	Lot 5930 DP 1046614
<b>Property Owner:</b>	Mrs A C Sinclair and Mr D H Sinclair
<b>Certificate No:</b>	70539
<b>Reference No:</b>	24/0040:267784
<b>Date of Issue:</b>	29-Jan-2024

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>
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**(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 (Exempt and Complying Development Codes) 2008  
State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development

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 (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 (Exempt and Complying Development Codes) 2008

Proposed Standard Instrument (Local Environmental Plans) Order 2006

Proposed State Environmental Planning Policy (Transport and Infrastructure) 2021

Proposed State Environmental Planning Policy (Housing) 2021

Proposed State Environmental Planning Policy (Planning Systems) 2021

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 5930 DP 1046614  
R1 General 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>
----------	---------------------------

The subject land is within Central Coast to which the *Environmental Planning and*

---

*Assessment (Housing and Productivity Contribution) Order 2023* applies.

This land is subject to the Central Coast Section 7.12 Local Infrastructure Contribution Plan 2023

The land is subject to Wyong District Development Contributions Plan.

<b>4</b>	<b>COMPLYING DEVELOPMENT</b>
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**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 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*.

#### **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*. 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>
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**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>
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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>
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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>
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(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** between the flood planning area and the probable

maximum flood and **is** 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>
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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:

The land is classed as being Acid Sulfate Soil Class 5

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

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 **some** of the land is bush fire 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>
-----------	------------------------

The land **IS NOT WITHIN** a Mine Subsidence District declared under section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

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<b>14</b>	<b>PAPER SUBDIVISION INFORMATION</b>
-----------	--------------------------------------

- (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>
-----------	---------------------------------------

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>
-----------	------------------------------------

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>
-----------	------------------------------------

Not applicable to Central Coast Local Government Area

<b>21</b>	<b>DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING</b>
-----------	---

Council is not aware of there being a valid Site Compatibility Certificate 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>
-----------	---

Council is not aware of there being a valid Site Compatibility Certificate 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

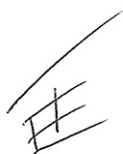
- (d) The land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

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.



Tim Ennis  
**Signed on Behalf of Central Coast Council**

## LAND USE TABLE

### Zone R1 General Residential Central Coast Local Environmental Plan 2022

1 Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To promote best practice in the design of multi dwelling housing and other similar types of development.
- To ensure that non-residential uses do not adversely affect residential amenity or place unreasonable demands on services.

2 Permitted without consent

Home occupations; Recreation areas

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat launching ramps; Boat sheds; Car parks; Caravan parks; 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; Home-based child care; Home businesses; Home industries; Home occupations (sex services); Hostels; Hotel or motel accommodation; Information and education facilities; Jetties; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Serviced apartments; Sewage reticulation systems; Shop top housing; Signage; 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:** 24/0040:267784

29 January 2024

Glenmore Conveyancing  
PO Box 8152  
GLENMORE PARK NSW 2745

Dear Sir/Madam

**4 Abbey Close, WATANOBBI NSW 2259**  
**Lot 5930 DP 1046614**

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, consisting of the letters "MW" followed by a horizontal line.

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

4 Abbey Close, WATANOBBI NSW 2259  
 Lot 5930 DP 1046614

**WYONG SHIRE COUNCIL**



# HOUSE DRAINAGE INSTALLATION PLAN

STARTING DOCKET NO.  
**61278**

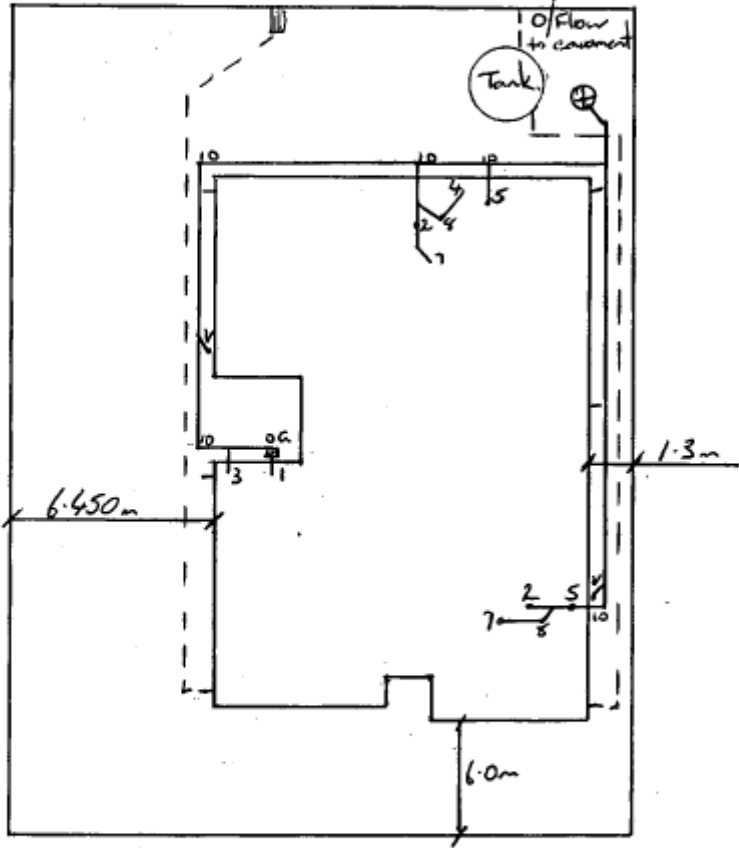
DATE  
**25/8/03**

LICENSE NO.  
**50425C**

HBD-60

Licensee: (Please Print):  
*Coast & Country Plumbing*

Signature:  
*M. O. Barker*



**ALL MEASUREMENTS TO BE TAKEN SQUARE OFF WALLS, WALL LINES ETC. SHOW ALL PIPE SIZES.**

ABBREVIATIONS	
Line (of drain) . . . . . L	Capped Junction . . . . . CJ
Inspection Shaft . . . . . IS	Cast Iron Pipe . . . . . CIP
Interceptor Trap . . . . . IT	Vitrified Clay . . . . . VC
Induct Vent . . . . . IV	UPVC Pipe . . . . . PVC
Vent . . . . . V	Copper Pipe . . . . . CU
Overflow Grid . . . . . OG	Galv Wrought Iron . . . . . GWI
Stack Vent . . . . . SV	Kitchen Sink . . . . . 1
Waste Stack . . . . . WS	Hand Basin . . . . . 2
Inspection Chamber . . . . . IC	Laundry Tub . . . . . 3
Inspection Opening . . . . . IO	Bath . . . . . 4
Reflex Valve . . . . . RV	Water Closet . . . . . 5
Junction . . . . . J	Shower . . . . . 7
Capped End . . . . . CE	Floor waste . . . . . 8

Receipt No.:		
Owner: <i>Frimmer</i>		
House No.: <i>4</i>	Lot No.: <i>5980</i>	D.P.:
Street: <i>Abbey Close</i>		
Suburb: <i>Watanobbi</i>		
OFFICE USE ONLY		
Inspector:		
Record Complete:		



ABN 73 149 644 003  
29 January 2024

Glenmore Conveyancing  
PO Box 8152  
GLENMORE PARK NSW 2745

Dear Sir/Madam

**Property:** Lot 5930 DP 1046614  
4 Abbey Close, WATANOBBI NSW 2259  
**Your Reference:** 24/0040:267784

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 services. 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 services, the exact position and depth of the services should be ascertained on-site 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 Cadastral 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 cadastrial 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: 29/01/2024

**Legend**

- Access Chamber
- Dead End
- ▲ Manhole
- 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
- ▬ Applicants land