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# Contract for the sale and purchase of land 2026 edition

| TERM | MEANING OF TERM | NSW DAN: |
|---|---|---|
| vendor's agent | **Osborn George**<br>**20A William Street, Raymond Terrace NSW 2324**<br>**Email: gerard.cunningham@osborngeorge.com.au** | **Phone: 4987 3571** |
| co-agent | | |
| vendor | | |
| vendor's solicitor | **First State Conveyancing**<br>**230 Victoria Street, Taree NSW 2430**<br>**PO Box 1039, Taree NSW 2430**<br>**Email: ben@firststateconveyancing.com.au** | **BS:267050**<br>**Ph: 1800 180 102** |
| date for completion | **42nd day after the contract date** (clause 15) | |
| land (address, plan details and title reference) | **35 Tall Trees Road, Karuah NSW 2324**<br>**Lot 424 in Deposited Plan 1272250**<br>**Folio Identifier 424/1272250** | |
| | ☒ VACANT POSSESSION ☐ subject to existing tenancies | |
| improvements | ☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space<br>☒ none ☐ other: | |
| attached copies | documents in the List of Documents as marked or numbered:<br>other documents: | |

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

| | | | | |
|---|---|---|---|---|
| inclusions | ☐ air conditioning | ☐ curtains | ☐ insect screens | ☐ range hood |
| | ☐ blinds | ☐ dishwasher | ☐ internet/TV receiver | ☐ solar panels |
| | ☐ built-in wardrobes | ☐ EV charger | ☐ light fittings | ☐ solar power battery |
| | ☐ ceiling fans | ☐ fixed floor coverings | ☐ pool equipment | ☐ stove |
| | ☐ clothes line | ☐ other: | | |

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."

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**SIGNING PAGE**

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

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**Choices**

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

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

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

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

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

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

(GST residential withholding payment)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

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**List of Documents**

**General**

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

**Home Building Act 1989**

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

**Swimming Pools Act 1992**

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

**Strata or community title (clause 23 of the contract)**

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

**Other**

- ☐ 61

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

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

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

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

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

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

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

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## Cooling off period (purchaser's rights)

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

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

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

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

**3** There is NO COOLING OFF PERIOD—

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

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

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

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

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

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

## DISPUTES

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

## AUCTIONS

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

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## WARNINGS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2 Deposit and other payments before completion**

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to $2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4 3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.
2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

**3 Deposit-bond**

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and
- 3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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

**4 Electronic transaction**

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

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

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

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

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

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

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

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

the *party* entitled to them.

**5 Requisitions**

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

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

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

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

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

**6 Error or misdescription**

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

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

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

**7 Claims by purchaser**

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

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

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

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

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

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

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

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

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

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

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

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

**8 Vendor's rights and obligations**

8.1 The vendor can *rescind* if –

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

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

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

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

**9 Purchaser's default**

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

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

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

**10 Restrictions on rights of purchaser**

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

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

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

**11 Compliance with work orders**

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

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

**12 Certificates and inspections**

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

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

12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**14 Adjustments**

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

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

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

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

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

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

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

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

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

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

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

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

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

**15 Date for completion**

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

**16 Completion**

**● Vendor**

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

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

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

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

**● Purchaser**

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

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

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

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

16.7 On completion the deposit belongs to the vendor.

**17 Possession**

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

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

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

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

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

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**18 Possession before completion**

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

**19 Rescission of contract**

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

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

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

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

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

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

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

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

**20 Miscellaneous**

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**● Notices, certificates and inspections**

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

**● Meetings of the owners corporation**

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

**24 Tenancies**

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

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

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

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

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

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

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

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

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

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

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

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

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**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

**30 Manual transaction**

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

**● Transfer**

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.

30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.

30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.

30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

**● Place for completion**

30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.

30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

**● Payments on completion**

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.

30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

**31 Foreign Resident Capital Gains Withholding**

31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

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

31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

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**32 Residential off the plan contract**

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

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

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

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

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

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**FIRST STATE CONVEYANCING**

ADDITIONAL PROVISIONS TO CONTRACT FOR SALE

BETWEEN: AS VENDOR

AND: AS PURCHASER

PROPERTY: 35 Tall Trees Road, Karuah NSW 2324

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33.1. In the event of either parties failure to complete this Contract on or prior to the completion date referred to on the front page herein, the other party shall be entitled to serve on the defaulting party a Notice to Complete making time of the essence. Both the Vendor and the purchaser agree that fourteen (14) days shall be reasonable notice for the purpose of any Notice to Complete.

33.2. The Parties further agree that in the event that such notice issues by the Vendor, the Purchaser shall allow on completion to the Vendor the sum of $385.00 (including GST), the payment of which is an essential term of this Contract.

34. The purchaser acknowledges that they have inspected the property and any and all structures on the property and accepts them in their present condition and state of repair with all defects latent and patent. The Purchaser further acknowledges that they cannot require the Vendor to repair or replace any defect or damage to the property existing as at the date of this Contract. The purchaser agrees and acknowledges that they do not rely on any warranty or representation by the vendor or made on the vendors behalf as to the position, condition or state of repair of the land or the structures or as to the use to be made of the land and structures. The Purchaser will not make any objection, requisition, claim for compensation or delay settlement in relation to the position, condition or state of repair, or legislation relating to the services to the subject property (if any) or in respect of the land and the structures. The Purchaser shall not require the carrying out of any work or expenditure of any money by the vendor on or in respect of the land or the structures.

35. The inclusions listed herein are included in the purchase and the purchase price. The purchaser acknowledges:

(a) that unless otherwise stated, none of the said inclusions are new;

(b) that the Vendor has not made and does not make any representation or warranty as to the state of repair and condition of such items, and

(c) they accept all of the said inclusions on the date on which the Purchaser is entitled to possession of the property hereunder in the state of repair and condition that same are now in, with reasonable wear and tear between the date hereof and the date on which the Purchaser is entitled to possession of the property hereunder excepted.

Title to such inclusions shall pass on completion of this agreement and the Vendor shall not be required to give formal delivery in respect thereof. The Vendor shall not be responsible for any mechanical breakdown in respect of any of the inclusions.

(d) they accept the improvements in their present position, condition and state of repair and subject to any defects whether latent or patent (except latent defects in title) and any dilapidation, contamination or infestation.

36. The Purchaser acknowledges that the provisions of this Contract constitute the full and complete agreement between the parties. The Purchaser further acknowledges that they enter into this agreement not relying upon any warranties or representations made to them by or on behalf of the Vendor that are not contained in the Contract.

37. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the parties at Law or in Equity had this Special Condition not been included herein, should either party, prior to completion, being either the purchaser or Vendor or any one or more of them shall:-

(a) die; or

(b) become mentally incapacitated

then either party may, by notice in writing to the other parties Licensed Conveyancer or Solicitor, rescind this Contract whereupon the provisions of Clause 19 hereof shall apply.

38. Should the purchaser be declared a bankrupt, assign their estate for the benefit of creditors, or, being a company, go into liquidation or enter into a creditors petition, then the Vendor may, by notice in writing to the other parties Licensed Conveyancer or Solicitor, rescind this Contract whereupon the provisions of Clause 19 herein shall apply

39. The Purchasers shall not be entitled to make any objection, requisition or claim for compensation or to rescind or terminate this Contract:

(a) If it should be found that the existing fences or any of them, or any parts thereof are off correct boundaries;

(b) In relation to any telephone or electricity lines whether the property of Telstra, Country Energy or any other Public Authority or third party or any posts, fittings or fixtures therefore erected on or passing over or through the property or to any easements in respect thereof or the absence of any such easements;

(c) In relation to access to the subject land the Purchasers hereby warrant that they have satisfied themselves in this regard; and

(d) After they have taken possession in accordance with the provisions of printed clause 18 of the Contract.

40. If the purchaser does not complete this Contract by the completion date, and provided the Vendor is ready, willing and able to complete the Contract, the Purchaser shall pay to the Vendor on completion, in addition to the balance of the purchase money, an amount calculated at 9% per annum interest on the balance of the purchase money computed at a daily rate from the completion date referred to on the front page of this agreement up to and including the actual date of completion. It is agreed between the parties that the amount payable pursuant to this provisions is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and other outgoings.

41. In the event of any inconsistency between Pages 5-21 of the 2026 NSW Contract for Sale of Land herein attached and these additional provisions it is expressly agreed that these additional provisions shall apply in respect of such inconsistency.

42. Pages 5-21 of the 2026 NSW Contract for Sale of Land herein attached are amended as follows:-

(a) Clause 7.1.1 is amended to read:

*7.1.1 the total amount claimed exceeds 1% of the price.*

(b) In clause 12.2.2 add the words after the words "Contract date" on the second line :-

*"PROVIDED THAT if any work order as defined herein or notice is issued as the result of such application, and such work order or notice was not in existence as at the date of this Contract, THEN the purchaser shall be responsible for and shall be liable for the cost of compliance with such work order or notice and shall not be entitled to delay completion of the sale."*

(c) Clause 23.17 is deleted.

(d) Clause 23.6 is amended by deleting the words "and is not disclosed in the contract";

(e) Clause 23.6.1 is deleted and replaced with "the vendor is only liable for all payments due prior to the contract date; and"

(f) Clause 23.6.2 is deleted and replaced with "the purchaser is liable for all payments due on and after the contract date"

(g) Clause 23.9.1 is deleted.

(h) Clause 25 is amended by removal of the words 'Qualified Title' and 'Limited Title'.

43. The Purchaser irrevocably authorises the release of the deposit paid by them to pay a deposit to secure the Vendors subsequent purchase, provided that the deposit shall be held in the trust account of a stakeholder, being a Licensed Conveyancer, Solicitor or Real Estate Agent and shall not be further released for any remoter transaction.

44. The parties agree and acknowledge that the deposit payable under this Contract is 10% of the price as shown on the front page hereof. In the event that Vendor agrees in writing for the Purchaser to pay an amount which is less than 10% of the purchase price on the making of this Contract and if the Purchaser commits a breach entitling the vendor to terminate the contract then the purchaser agrees that the whole of the 10% deposit will become due and payable notwithstanding that this contract is not completed.

This clause will not merge on completion and the Vendor will be entitled to sue for recovery of so much of the 10% deposit that remains outstanding.

45. In the event that this contract is exchanged under the provisions of Section 66S (cooling off period), the deposit referred to on the front page shall be paid by the purchaser as follows:

(a) 0.25% of the purchase price on the date this contract was made; and

(b) The remainder of the 10% deposit at any time before 5.00pm on the expiry of the cooling off period.

46. The purchaser agrees that the only form of general Requisitions on the title the purchaser may make pursuant to Clause 5 of the contract shall be in the form annexed to this contract.

47. This contract may be executed:

(a) In any number of counterparts and all the counterparts together shall make one instrument

(b) Electronically by either or both parties or by exchanging electronic copies of original signatures on this contract.

This contract may be validly created and exchanged by counterparts with each party's signature (electronic or otherwise) sent electronically to each other party by email or facsimile.

The parties acknowledge that the electronic version of this contract signed by either party will be the true and original version of the contract and no other version will be provided unless otherwise agreed between the parties in writing.

The parties agreed to be bound by the electronic version of this contract which has been signed and exchanged in accordance with this provision and the purchaser may not object to or delay the completion date because of anything contained in this provision.

The parties agree that they will be bound by, have complied with and will comply with the Electronic Transactions Act 2000 (NSW) in relation to execution of this contract.

48. It is an essential term of this Contract that in the event that settlement does not take place on the agreed scheduled date due to the default of the purchaser or the purchaser's mortgagee or legal representative and through no fault of the vendor, in addition to any other monies payable by the purchase of completion of this contract, the purchaser must pay an additional $165.00 (inclusive of GST) on settlement, being legal costs incurred by the vendor as a consequence of the cancelled or re-arranged settlement, which sum is to be allowed by the purchaser in favour of the vendor as an additional adjustment on completion.

49.1. The purchaser warrants that the purchaser was not introduced to the Vendor or the property by a Real Estate Agent other than the Real Estate Agent, if any, disclosed on the front page of the contract. The purchaser agrees to indemnify the Vendor against any claim for commission, including the Vendor's costs of defending any such claim, which may be made by any Real Estate Agent who asserts that he introduced the Purchaser to the Vendor or that the sale was otherwise brought about by his intervention;

49.2. This warranty and indemnity will not merge on completion;

49.3. The Vendor warrants that they have not entered into an exclusive agency agreement as at the date hereto with any agent other than the agent named on the front page of the Contract.

50. Where a cooling-off period applies to this Contract then on request for any extension and each subsequent occasion that the purchaser requests an extension thereof and the request is granted by the vendor, the purchaser must on completion pay a further sum of $330.00 inclusive of GST for the vendor's additional legal costs associated with dealing with the purchaser's

request(s) for each extension granted. These fees are agreed by the parties to be a genuine and reasonable pre-estimate of the vendor's actual costs. The payment of this fee is an essential term of this Contract.

51. The purchaser acknowledges that Hunter Water Corporation does not make available individual dwelling internal lot connection diagrams in the ordinary course of administration. For the purpose of satisfying the Conveyancing Sale of Land Regulation 2017, Schedule 1 the Service Location Plan attached to this contract is sufficient.

**CHRISTMAS / NEW YEAR CLOSURE PERIOD**

52. The parties to this Contract agree and acknowledge that the following shall apply during the Christmas / New Year Holiday Office Closure period which commences at **5pm on Tuesday, 22 December 2026** and ends at 9am on **Wednesday, 13 January 2027** (hereinafter referred as the *'Notice Period')*:-

(a) If the expiration of the cooling off period falls between 23 December 2026 and 13 January 2027 all parties hereby agree that the cooling off period is extended until ***15 January 2027***.
(b) If the completion date of this Contract for Sale falls between 23 December 2026 and 13 January 2027 all parties hereby agree that the completion date will be extended to ***15 January 2027***;
(c) In the event either party serves another party with a Notice, including a Notice to Complete, during the *'Notice Period'* then the notice is deemed to be served on ***Wednesday, 13 January 2027***.

**FIRST STATE CONVEYANCING**
**RESIDENTIAL PROPERTY REQUISITIONS ON TITLE**

Vendor:
Purchaser:
Property: 35 Tall Trees Road, Karuah NSW 2324
Dated:

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**Possession and tenancies**

1. Where the property is to be subject to a Residential Tenancy on completion, please advise:-

   (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment to the purchasers managing agent or as otherwise directed.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
   (g) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
   (h) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

**Title**

2. Are any of the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

**Land Tax**

3. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
   (a) to what year has a return been made?
   (b) what is the taxable value of the property for land tax purposes for the current year?

**Survey and building**

4. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.

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

6. If a swimming pool is included in the property:

   (a) when did construction of the swimming pool commence?
   (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
   (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
   (d) are there any outstanding notices or orders?

**Fences and Party Walls**

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

**Affectations**

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

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

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

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

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

**Requisitions and transfer**

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

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

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 424/1272250

| SEARCH DATE | TIME | EDITION NO | DATE |
|---|---|---|---|
| 20/10/2026 | 10:11 AM | 5 | 19/5/2026 |

LAND

LOT 424 IN DEPOSITED PLAN 1272250
AT KARUAH
LOCAL GOVERNMENT AREA PORT STEPHENS
PARISH OF TAREAN COUNTY OF GLOUCESTER
TITLE DIAGRAM DP1272250

FIRST SCHEDULE

(T AW134324)

SECOND SCHEDULE (6 NOTIFICATIONS)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2 DP1272249 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
3 DP1272250 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
4 DP1272250 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
5 DP1272250 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
6 DP1272250 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

BS:267050... PRINTED ON 20/10/2026

* Entries preceded by an asterisk do not appear on the former Certificate of Title abolished in 2021 or the current edition of Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.

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M.G.A. (SCIMS)

TAREAN ROAD

SSM 44711 FD. (ESTABLISHED)

'Y' PM 27977 FD. (ESTABLISHED)

SSM 149985 FD. (ESTABLISHED) N.T.S.

GEORGE STREET

DP1079764

SEE DIAGRAM 'A'

SEE SHEET 2

SEE SHEET 3

SSM 201712 PLACED

VO LINE PEG FD.

55' (79.245)

35"

217° 52' 34" 631.440

188° 53' 537.52 PO

278°53' 10.085 PO

1 DP541568

1 DP1057535

2 DP1057535

47 DP1079764

400
TOTAL 23.55 Ha
BY DEDUCTION

651.34 PO DED'N

614.98 PO 8° 48' 20"

8°

(X)

(10) (BR) (10)

85 267.63 PO

DP753196

2 DP748343

(R) EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (J892295)
(B) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1265060)
(C) RIGHT OF CARRIAGEWAY 16 WIDE (DP1265060)
(D) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.3 WIDE (DP1265060)
(E) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 4.5 WIDE (DP1265060)
(J) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
(BR) AREA BENEFITED BY RESTRICTION ON THE USE OF LAND
(X) BENEFITED BY EASEMENT FOR SERVICES & TO DRAIN WATER 5 WIDE (DP1263554)

| HEIGHT SCHEDULE | | | | | |
|---|---|---|---|---|---|
| MARK | AHD VALUE | CLASS | ORDER | HEIGHT DATUM VALIDATION | STATE |
| SSM 44711 | 12.848 | LC | -- | SCIMS ADOPTED | FOUND |
| SSM 201714 | 4.859 | LD | N/A | | PLACED |
| SSM 206202 | 12.196 | LD | N/A | | PLACED |
| SSM 201710 | 15.384 | LD | N/A | | PLACED |
| SSM 201711 | 10.859 | LD | N/A | | PLACED |
| SSM 201712 | 9.027 | LD | N/A | | PLACED |
| SSM 201713 | 8.149 | LD | N/A | | PLACED |
| PM 27977 | 16.178 | LC | -- | FROM SCIMS-DATUM VALIDATION | FOUND |
| DATE OF SCIMS AHD VALUES: 11/11/2020 HEIGHT DATUM: AHD71 | | | | | |

| COORDINATE SCHEDULE | | | | | | |
|---|---|---|---|---|---|---|
| MARK | M.G.A. COORDINATES EASTING | M.G.A. COORDINATES NORTHING | CLASS | PU | STATE | METHOD |
| PM 27977 | 401 963.683 | 6 386 638.991 | C | -- | FOUND | SCIMS |
| SSM 44711 | 401 829.172 | 6 386 640.312 | C | -- | FOUND | SCIMS |
| SSM 149985 | 402 073.668 | 6 386 628.430 | C | -- | FOUND | SCIMS |
| SSM 211440 | 401 645.070 | 6 386 401.464 | D | -- | FOUND | CAD. TRAV. |
| SSM 206202 | 401 525.307 | 6 386 333.185 | D | -- | FOUND | CAD. TRAV. |
| SSM 201773 | 401 620.234 | 6 386 296.181 | D | -- | FOUND | CAD. TRAV. |
| SSM 201774 | 401 607.471 | 6 386 214.327 | D | -- | FOUND | CAD. TRAV. |
| SSM 201710 | 401 503.191 | 6 386 158.659 | D | -- | PLACED | CAD. TRAV. |
| SSM 201711 | 401 600.154 | 6 386 139.082 | D | -- | PLACED | CAD. TRAV. |
| SSM 201712 | 401 686.110 | 6 386 130.151 | D | -- | PLACED | CAD. TRAV. |
| SSM 201713 | 401 714.271 | 6 386 277.461 | D | -- | PLACED | CAD. TRAV. |
| SSM 201714 | 401 749.710 | 6 386 433.701 | D | -- | PLACED | CAD. TRAV. |
| DATE OF SCIMS COORDINATES: 22/09/2021 M.G.A. ZONE: 56 M.G.A. DATUM: GDA2020 | | | | | | |
| COMBINED SCALE FACTOR = 0.999712 | | | | | | |

| HEIGHT DIFFERENCE SCHEDULE | | | |
|---|---|---|---|
| FROM | TO | HEIGHT DIFFERENCE | METHOD |
| SSM 44711 | SSM 201714 | -7.989 | TRIGONOMETRIC HEIGHTING |
| SSM 201714 | SSM 206202 | +7.336 | TRIGONOMETRIC HEIGHTING |
| SSM 206202 | SSM 201710 | +3.188 | TRIGONOMETRIC HEIGHTING |
| SSM 201710 | SSM 201711 | -4.525 | TRIGONOMETRIC HEIGHTING |
| SSM 201711 | SSM 201712 | -1.832 | TRIGONOMETRIC HEIGHTING |
| SSM 201712 | SSM 201713 | -0.878 | TRIGONOMETRIC HEIGHTING |
| SSM 201713 | SSM 201714 | -3.290 | TRIGONOMETRIC HEIGHTING |
| SSM 201714 | PM 27977 | +11.319 | TRIGONOMETRIC HEIGHTING |
| PM 27977 | SSM 44711 | -3.329 | TRIGONOMETRIC HEIGHTING |
| HEIGHT DATUM: AHD71 | | | |

TAREAN ROAD

'X' SSM 44711 FD. (ESTABLISHED) N.T.S.

'Y' PM 27977 FD. (ESTABLISHED) N.T.S.

90° 33' 46" ~ 134.556 (MGA GROUND)
90° 33' 46" ~ 134.554 (SURVEY)

95° 29' 05" ~ 110.523 (MGA GROUND)
95° 29' 05" ~ 110.530 (SURVEY)

TO SSM 149985

(VARIABLE WIDTH)

56°46' 5.345 PO

104° 34' 45" 148.02 PO

102° 22' 15" 48.48 PO

97° 15' 15" 40.35 PO

(VAR. WIDTH) TREES 54'

195.965 PO

201° 02' 12" 221.429

53'

TALL 8°

RM DH&WING'S FD 278°54'05" 3.9 & 12.045 (DP1265060)

278° (B) 99.56 PO 54'

188°54'05" 2.32

(B)(D) 41.78

98° 54' 05" (B)

(E) 127°20'55"

72° 52' 39" 109.524

52.81 (E)

(J)

SSM 201714 PLACED

(B)(E)

537.52 PO

188°

113 112 DP1265060 5060 106 107

111 DP1265060 5060 108

SHADOW WAY SSM 211440 FOUND (NOT EST.) 128°02'~4.455 TO COR. (DP1265060)

ROAD 05" 54' 49.13 8°

105 104 103 102 101 204

401 402 403 404

SEE SHEET 2

SAPLING

WOODOAK ROAD (16 WIDE)

DIAGRAM 'A'
1:1000

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: THOMAS F CAMPBELL<br>Date: 23/09/21<br>Reference: 21214 | PLAN OF SUBDIVISION OF LOT 300 DP1272249 | LGA: PORT STEPHENS<br>Locality: KARUAH<br>Reduction Ratio 1:4000<br>Lengths are in metres. | REGISTERED<br>22/10/2021 | DP1272250 |

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

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M.G.A. (SCIMS)

1 DP541568

SHADOW WAY

ROAD

TREES

TALL

ROAD

SAPLING

TIMBER WAY (16 WIDE)

WOODOAK (16 WIDE)

WOODOAK ROAD

112 DP1265060 107

111 108 110 109 212 205 211 206 210 207 209 208 105 104 103 102 101 204 203 202 201 309 310 311

426 658 m²
425 658 m²
424 658 m²
423
401 731.1 m²
402 604.7 m²
403 604.7 m²
404 604.7 m²
405 604.7 m²
406 604.7 m²
407 604.7 m²
408 596.7 m²
409
400

SSM 211440 FOUND (NOT EST.) 128°02'-4.455 TO COR. (DP1265060)

SSM 206202 FOUND (NOT EST.)

SSM 201773 FOUND (NOT EST.)

SSM 201714 PLACED

SSM 201713 PLACED

RM DH&WING'S FD. 98°54'05" - 3.95 & 12.0 (DP1265060)

RM DH&WING'S FD. 136°04' - 4.835 129°43' - 14.035 (DP1265061)

RM DH&WING FD. 258°43' - 4.10 (DP1272249)

RM DH&WING'S FD. 130°59' - 7.36 & 22.605 (DP1272249)

RM DH&WING'S 307°20'55" 4.15 & 12.6

RM DH&WING'S 278°54'05" 3.90 & 12.07

RM DH&WING'S 278°54'05" - 3.85 188°54'05" - 6.80

SEE DIAGRAM 'B'

TO SSM 201710

TO SSM 201774

TO SSM 201712

SHEET 3 ADJOINS

DIAGRAM 'B'
1:500

| SHORT LINE & ARC TABLE | | | | |
|---|---|---|---|---|
| Number | Chord Bearing | Chord Distance | Arc Length | Radius |
| 1 | 194°31'35" | 6.665 | 6.675 | 34 |
| 2 | 197°19'35" | 14.65 | 14.705 | 50 |

(B) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1265060)
(E) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 4.5 WIDE (DP1265060)
(G) EASEMENT TO DRAIN WATER 1.5 WIDE (DP1272249)
(H) EASEMENT TO DRAIN WATER 1.5 WIDE
(J) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
(XB) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1265060) – TO BE RELEASED

B.R.W. – DENOTES NEW IRREGULAR SANDSTONE BLOCK RETAINING WALL

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

SURVEYOR
Name: THOMAS F CAMPBELL
Date: 23/09/21
Reference: 21214

PLAN OF SUBDIVISION OF LOT 300 DP1272249

LGA: PORT STEPHENS
Locality: KARUAH
Reduction Ratio 1:500
Lengths are in metres.

REGISTERED 22/10/2021

DP1272250

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M.G.A. (SCIMS)

SHEET 2 ADJOINS

1 DP541568

TO SSM 206202

ROAD

TREES

BOUNDARY

54' OFF AND ON

B.R.W.

TALL

SAPLING

GUM

LEAF

WOODOAK

ROAD (16 WIDE)

TIMBER WAY (16 WIDE)

ROAD (16 WIDE)

ROAD (VAR. WIDTH)

425 | 424 658 m² | 423 658 m² | 422 658 m² | 421 658 m² | 420 658 m² | 419 658 m² | 418 658 m² | 417 668.8 m²

408 | 409 596.7 m² | 410 604.7 m² | 411 604.7 m² | 412 604.7 m² | 413 604.7 m² | 414 604.7 m² | 415 604.7 m² | 416 575.2 m²

310 | 311 | 312 | 313 | 314 | 315 | 316 | 317

308 | 307 | 306 | 305 | 304 | 303 | 302 | 301

400

SSM 201773 FOUND (NOT EST.)

SSM 201774 FOUND (NOT EST.)

SSM 201713 PLACED

SSM 201710 PLACED

SSM 201711 PLACED

SSM 201712 PLACED

RM DH&WING'S FD. 130°59' - 7.36 & 22.605 (DP1272249)

RM DH&WING'S 278°54'05" - 3.85 188°54'05" - 6.80

RM DH&WING'S 98°57' - 3.905 98°54'05" - 12.02

RM DH&WING'S 98°51' - 3.805 8°53' - 6.73

RM DH&WING'S 8°54'05" - 3.86 & 12.05

RM DH&WING'S FD. 219°21' - 7.70 231°18' - 17.845 (DP1272249)

RM DH&WING'S 8°53' - 3.855 8°55' - 12.03

RM DH&WING'S 278°54'05" 3.905 & 12.02

RM DH&WING'S 278°56' - 3.80 8°54'05" - 6.66

(H) EASEMENT TO DRAIN WATER 1.5 WIDE

B.R.W. – DENOTES NEW IRREGULAR SANDSTONE BLOCK RETAINING WALL

| | | | |
|---|---|---|---|
| SURVEYOR<br>Name: THOMAS F CAMPBELL<br>Date: 23/09/21<br>Reference: 21214 | PLAN OF SUBDIVISION OF LOT 300 DP1272249 | LGA: PORT STEPHENS<br>Locality: KARUAH<br>Reduction Ratio 1:500<br>Lengths are in metres. | REGISTERED<br>22/10/2021 | DP1272250 |

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

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| PLAN FORM 6 (2018) | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 1 of 4 sheet(s) |
|---|---|---|

Office Use Only

Registered: 22/10/2021

Title System: TORRENS

Office Use Only

# DP1272250

# PLAN OF SUBDIVISION OF LOT 300 DP1272249

LGA: PORT STEPHENS

Locality: KARUAH

Parish: TAREAN

County: GLOUCESTER

## Survey Certificate

I, THOMAS F CAMPBELL

of Delfs Lascelles Pty Ltd, 260 Maitland Road Mayfield 2304

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

~~*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on ....., or~~

*(b) The part of the land shown in the plan (*being/~~*excluding~~ **..... LOTS 401 TO 426 .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, 23/09/2021 the part not surveyed was compiled in accordance with that Regulation, or

~~*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: 'X' - 'Y'

Type: *Urban/~~*Rural~~

The terrain is *Level-Undulating / ~~*Steep-Mountainous.~~

Signature: Dated: 23/09/2021

Surveyor Identification No: 8704

Surveyor registered under the *Surveying and Spatial Information Act 2002*

*Electronic signature of me, Thomas F Campbell affixed by me, or at my direction, on 23/09/2021*

* Strike through if inapplicable.

** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

## Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

## Subdivision Certificate

I, BRYN COTTERILL

*Authorised Person/~~*General Manager/*Accredited Certifier~~, certify that the provisions of section 6.15 of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: ..... Endorsed by B.Cotterill electronically and witnessed by audio visual link under the Electronic Transactions Act 2000 No 8

~~Accreditation number~~:

Consent Authority: PORT STEPHENS COUNCIL

Date of endorsement: 20 OCTOBER 2021

Subdivision Certificate number: 2021/68

File number: 14-2018-754-4

* Strike through if inapplicable

Plans used in the preparation of survey/compilation.

DP 1265060
DP 1265061
DP 1272249

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

IT IS INTENDED TO DEDICATE GUM LEAF ROAD, WOODOAK ROAD AND THE EXTENSIONS OF TALL TREES ROAD, SAPLING ROAD AND TIMBER WAY TO THE PUBLIC AS PUBLIC ROAD SUBJECT TO THE EXISTING EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1265060) & EASEMENT FOR ELECTRICITY & OTHER PURPOSES 4.5 WIDE (DP1265060)

Surveyor's Reference: 21214

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

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| PLAN FORM 6A (2017) | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 2 of 4 sheet(s) |
|---|---|---|

Office Use Only

Registered: 22/10/2021

Office Use Only

# DP1272250

# PLAN OF SUBDIVISION OF LOT 300 DP1272249

Subdivision Certificate number : 2021/68

Date of Endorsement : 20 OCTOBER 2021

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - See 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:-

1. EASEMENT TO DRAIN WATER 1.5 WIDE (H)
2. RESTRICTION ON THE USE OF LAND
3. RESTRICTION ON THE USE OF LAND
4. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (J)
5. RESTRICTION ON THE USE OF LAND

TO RELEASE:-

1. EASEMENT TO DRAIN WATER (ENTIRE LOT) (DP1272249)
2. EASEMENT TO DRAIN WATER VARIABLE WIDTH (XB) (DP1265060)
3. RIGHT OF CARRIAGEWAY 24 WIDE (DP1272249)

| LOT | STREET No. | ROAD NAME | ROAD TYPE | LOCALITY |
|---|---|---|---|---|
| 400 | 290 | TAREAN | ROAD | KARUAH |
| 401 | 20 | WOODOAK | ROAD | KARUAH |
| 402 | 22 | WOODOAK | ROAD | KARUAH |
| 403 | 24 | WOODOAK | ROAD | KARUAH |
| 404 | 26 | WOODOAK | ROAD | KARUAH |
| 405 | 28 | WOODOAK | ROAD | KARUAH |
| 406 | 30 | WOODOAK | ROAD | KARUAH |
| 407 | 32 | WOODOAK | ROAD | KARUAH |
| 408 | 34 | WOODOAK | ROAD | KARUAH |
| 409 | 36 | WOODOAK | ROAD | KARUAH |
| 410 | 38 | WOODOAK | ROAD | KARUAH |
| 411 | 40 | WOODOAK | ROAD | KARUAH |
| 412 | 42 | WOODOAK | ROAD | KARUAH |
| 413 | 44 | WOODOAK | ROAD | KARUAH |
| 414 | 46 | WOODOAK | ROAD | KARUAH |
| 415 | 48 | WOODOAK | ROAD | KARUAH |
| 416 | 50 | WOODOAK | ROAD | KARUAH |
| 417 | 49 | TALL TREES | ROAD | KARUAH |
| 418 | 47 | TALL TREES | ROAD | KARUAH |
| 419 | 45 | TALL TREES | ROAD | KARUAH |
| 420 | 43 | TALL TREES | ROAD | KARUAH |
| 421 | 41 | TALL TREES | ROAD | KARUAH |
| 422 | 39 | TALL TREES | ROAD | KARUAH |
| 423 | 37 | TALL TREES | ROAD | KARUAH |
| 424 | 35 | TALL TREES | ROAD | KARUAH |
| 425 | 33 | TALL TREES | ROAD | KARUAH |
| 426 | 31 | TALL TREES | ROAD | KARUAH |

If space is insufficient use additional annexure sheet

Surveyor's Reference: 21214

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| PLAN FORM 6A (2017) | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 3 of 4 sheet(s) |
|---|---|---|

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Registered: 22/10/2021

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DP1272250

# PLAN OF SUBDIVISION OF LOT 300 DP1272249

Subdivision Certificate number : 2021/68

Date of Endorsement : 20 OCTOBER 2021

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - See 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

EXECUTED by )
COASTAL DEVELOPMENTS (NSW) PTY LTD )
(ACN 604 991 826) )
in accordance with Section 127 of )
the Corporations Act )

.....

Name:

Position: SKYE ROBERTS.
SOLE DIRECTOR / SECRETARY

.....

Name:

Position:

If space is insufficient use additional annexure sheet

Surveyor's Reference: 21214

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| PLAN FORM 6A (2017) | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 4 of 4 sheet(s) |
|---|---|---|

Office Use Only

Registered: 22/10/2021

Office Use Only

DP1272250

# PLAN OF SUBDIVISION OF LOT 300 DP1272249

Subdivision Certificate number : 2021/68

Date of Endorsement : 20 OCTOBER 2021

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - See 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Mortgage under Mortgage No. AP543413 )
Signed at NEWCASTLE )
)
)
this 18 day of OCTOBER 2021 )
for National Australia Bank Limited ABN )
by )
)
)
its duly appointed Attorney under Power of )
Attorney No. 3 Book )

.....
Signature of Witness/Bank Officer

KANE GREENTREE
Print name of Witness/Bank Officer

23 STEEL ST, NEWCASTLE WEST
Address of Witness/Bank Officer

.....
Signature of Attorney (Level Attorney)

ADRIAN YEUNG

If space is insufficient use additional annexure sheet

Surveyor's Reference: 21214

Req:R997354 /Doc:DP 1272250 B /Rev:22-Oct-2021 /NSW LRS /Prt:20-Oct-2026 10:12 /Seq:1 of 6
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**Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Sections 88B of the Conveyancing Act, 1919.**



**Plan:** DP1272250

PLAN OF SUBDIVISION OF LOT 300 DP1272249
covered by Subdivision Certificate 2021/68
dated 20 October 2021

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

COASTAL DEVELOPMENTS (NSW) PTY LTD
(ACN 604 991 826)
13 Abundance Road
Medowie NSW 2318

**PART 1 - CREATION**

| Number of item shown in the intention panel on the plan | Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel: | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|---|---|
| 1 | Easement to drain water 1.5 wide (H) | 402 | 103/1265060 |
| | | 419 | 420 |
| | | 418 | 420, 419 |
| | | 417 | 420, 419, 418 |
| | | 422 | 421 |
| | | 423 | 421, 422 |
| | | 424 | 421, 422, 423 |
| | | 425 | 421, 422, 423, 424 |
| | | 426 | 421, 422, 423, 424, 425 |
| 2 | Restriction on the use of land | 401 to 426 inclusive | Every other lot except 400 |
| 3 | Restriction on the use of land | 401 to 407 inclusive, 410 to 415 inclusive, 418 to 426 inclusive | Part of 400 designated (BR) |
| 4 | Right of carriageway variable width (J) | 400 | Port Stephens Council |
| 5 | Restriction on the use of land | 401 | Port Stephens Council |

S.L

.....
Initials

Req:R997354 /Doc:DP 1272250 B /Rev:22-Oct-2021 /NSW LRS /Prt:20-Oct-2026 10:12 /Seq:2 of 6
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**Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Sections 88B of the Conveyancing Act, 1919.**



**Plan:** DP1272250 PLAN OF SUBDIVISION OF LOT 300 DP1272249
covered by Subdivision Certificate 2021/68
dated 20 October 2021

**PART 1A - RELEASE**

| Number of item shown in the intention panel on the plan | Identity of easement or profit a prendre to be released and referred to in the plan. | Burdened lot(s) or parcel: | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|---|---|
| 1 | Easement to drain water (Entire Lot) (DP1272249) | 300/1272249 | Port Stephens Council |
| 2 | Easement to drain water variable width (XB) (DP1265060) | Part of 300/1272249 designated (XB) | Port Stephens Council |
| 3 | Right of carriageway 24 wide (DP1272249) | 300/1272249 | Port Stephens Council |

**PART 2 - TERMS**

**1. Terms of the easement, profit a prendre, restriction, or positive covenant secondly referred to in the abovementioned plan.**

1.1 No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Coastal Developments (NSW) PTY LTD without the consent of Coastal Developments (NSW) PTY LTD or its successors other than purchasers on sale but such consent shall not be withheld if such fencing is erected without expense to Coastal Developments (NSW) PTY LTD 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 Coastal Developments (NSW) PTY LTD or its successors other than purchasers on sale.

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

1.3 No mobile home or temporary or permanent moveable improvements including a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on, or be stored on any burdened lot and used for residential purposes at any time including prior to or after construction of a dwelling on the burdened lot.

S.L
.....
Initials

Req:R997354 /Doc:DP 1272250 B /Rev:22-Oct-2021 /NSW LRS /Prt:20-Oct-2026 10:12 /Seq:3 of 6
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**Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Sections 88B of the Conveyancing Act, 1919.**



**Plan:** DP1272250 PLAN OF SUBDIVISION OF LOT 300 DP1272249
covered by Subdivision Certificate 2021/68
dated 20 October 2021

**2. Terms of the easement, profit a prendre, restriction, or positive covenant thirdly referred to in the abovementioned plan.**

2.1 For the purposes of this clause:

a) "application" includes a development application and an application for a complying development certificate (as defined in the Environmental Planning and Assessment Act 1979); and

b) "relevant approval body" includes the consent authority and an accredited certifier (as defined in the Environmental Planning and Assessment Act 1979).

2.2 Not more than one main residential dwelling shall be erected on any lot burdened.

2.3 Without limiting the subclause 2.2 above, the owner of the burdened lot must not make any application, or consent to an application being made on its behalf, requesting consent from the relevant approval body to construct more than one residential dwelling on the burdened lot.

2.4 The burdened lot must not be further subdivided.

2.5 Without limiting subclause 2.4 above, the owner of the burdened lot must not make any application, or consent to an application being made on its behalf, requesting consent from the relevant approval body to subdivide the burdened lot.

2.6 The benefit of this restriction on the use of land will cease to apply to any part of the benefited lot where **COASTAL DEVELOPMENTS (NSW) PTY LTD** is no longer the registered proprietor of the land designated (BR) in the Plan.

**3. Terms of the easement, profit a prendre, restriction, or positive covenant fifthly referred to in the abovementioned plan.**

3.1 No work is to be undertaken on the burdened lot until such time as a Colorbond fence or similar is erected along the north-eastern boundary of the burdened lot.

3.2 Clause 3.1 above does not exclude the erection of fencing on the burdened lot.

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Initials

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**Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Sections 88B of the Conveyancing Act, 1919.**



**Plan:** DP1272250 PLAN OF SUBDIVISION OF LOT 300 DP1272249
covered by Subdivision Certificate 2021/68
dated 20 OCTOBER 2021

**EXECUTED by:**

**COASTAL DEVELOPMENTS (NSW) PTY LTD** )
**(ACN 604 991 826)** )
in accordance with Section 127 of the )
Corporations Act )

| | |
|---|---|
| ..... | ..... |
| Signature | Signature |
| SKYE ROBERTS | ..... |
| Name | Name |
| SOLE DIRECTOR / SECRETARY | ..... |
| Position | Position |

Endorsed by B.Cottenll electronically and witnessed by audio visual link under the Electronic Transactions Act 2000 No 8

Initials

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**Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Sections 88B of the Conveyancing Act, 1919.**



**Plan:** DP1272250

PLAN OF SUBDIVISION OF LOT 300 DP1272249
covered by Subdivision Certificate 2021/68
dated 20 OCTOBER 2021

**EXECUTED by:**

**NATIONAL AUSTRALIA BANK LIMITED**

Mortgagee under Mortgage No. AP 543463
Signed at NEWCASTLE this 18 day of OCTOBER
2021 for National Australia Bank Limited ABN 12 004 044 937
by ADRIAN YEUNG its duly
appointed Attorney under Power of Attorney No. 39 Book 4512
Attorney Signature, Level 3 Attorney
Witness Signature
Witness Name KANE GREENTREE
Witness Address 23 HEGL ST, NEWCASTLE WEST

Initials
S.L.

Req:R997354 /Doc:DP 1272250 B /Rev:22-Oct-2021 /NSW LRS /Prt:20-Oct-2026 10:12 /Seq:6 of 6
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**Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Sections 88B of the Conveyancing Act, 1919.**



**Plan:** DP1272250 PLAN OF SUBDIVISION OF LOT 300 DP1272249
covered by Subdivision Certificate 2021/68
dated 20 OCTOBER 2021

**EXECUTED by:**

**PORT STEPHENS COUNCIL**
by its authorised delegate pursuant to
s.377 of the Local Government Act 1993 )

I certify that I am an eligible witness and the delegate signed in my presence

Endorsed by B.Cotterill electronically and witnessed by audio visual link under the Electronic Transactions Act 2000 No 8

Signature of delegate

Signature of witness

BRYN COTTERILL
Name of delegate (BLOCK LETTERS)

BRIDGET JENKINS
Name of witness

116 ADELAIDE STREET

RAYMOND TERRACE NSW 2324
Address of witness

Initials

REGISTERED: 22/10/2021

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(X) BENEFITED BY EASEMENT FOR SERVICES & TO DRAIN WATER 5 WIDE - DP1263554

M.G.A. (DP1265061)

TAREAN ROAD (VARIABLE WIDTH)

GEORGE STREET

SEE DIAGRAM 'A'

SEE SHEET 2

DP1079764

47 DP1079764

1 DP1057535

2 DP1057535

1 DP541568

2 DP748343

55" 825.29 PO DED'N 278°53' 10.085 PO 537.52 PO 188° 53'

300
26.38 Ha
BY DEDUCTION

(J) (X)

8° 614.98 PO 8° 48' 20"

(10) (BR) 267.63 PO (10)

85 DP753196

55 DP753196

| REFERENCE MARK TABLE | | | | |
|---|---|---|---|---|
| COR. | TYPE | BEARING | DISTANCE | ORIGIN |
| A | RM DH&WING'S | 297°41'40" | 4.0 & 12.71 | FOUND (DP1265060) |
| B | RM DH&WING'S | 314°06' | 4.77 | FOUND (DP1265061) |
| C | RM DH&WING'S | 278°54'05" | 3.9 & 12.05 | FOUND (DP1265060) |
| D | RM DH&WING | 258°43' | 4.10 | FOUND (DP1265061) (ADD'N REF. BY ME) |

| COORDINATE SCHEDULE | | | | | | |
|---|---|---|---|---|---|---|
| MARK | M.G.A. COORDINATES | | CLASS | PU | STATE | METHOD |
| | EASTING | NORTHING | | | | |
| SSM 211439 | 401 552.374 | 6 386 428.082 | D | -- | FOUND | DP1265061 |
| SSM 211440 | 401 645.070 | 6 386 401.464 | D | -- | FOUND | DP1265061 |
| SSM 206202 | 401 525.307 | 6 386 333.185 | D | -- | FOUND | DP1265061 |
| SSM 201773 | 401 620.234 | 6 386 296.181 | D | -- | PLACED | CAD. TRAV. |
| SSM 201774 | 401 607.471 | 6 386 214.327 | D | -- | PLACED | CAD. TRAV. |
| DATE OF COORDINATES: 24/05/2021 | | M.G.A. ZONE: 56 | | | | M.G.A. DATUM: GDA2020 |
| COMBINED SCALE FACTOR – 0.999712 | | | | | | |

TAREAN ROAD

56°46' 5.345 PO 104° 34' 45" 148.02 PO 102° 22' 15" 48.48 PO 97° 15' 15" 40.35 PO

(VAR. WIDTH) TREES 54' 195.965 PO

1 DP541568

300

537.52 PO 188° 53'

2 DP748343

TALL 8°

(B) 278° 54' 05" - 99.56 PO

188°54'05" 2.32 PO

98° 54' 05" 41.78 PO

8° 54' 05" 32.23 PO

98°54'05" 6.0 PO

8° 54' 05" - 268.9 PO ADD'N

'X' 'Y'

SSM 211439 FD. (NOT EST.)

SSM 211440 FD. (NOT EST.)

106° 01' 18" - 96.471 (DP1265061 & SURVEY)

195° 55' 09" - 98.710 (DP1265061 & SURVEY)

SHADOW WAY

SAPLING ROAD

51.95 2.75 54' 60.25 193° 16' 25" 108.204

188° TO SSM 201773

SSM 206202 FD. (NOT EST.)

300 309

DIAGRAM 'A'
1:1000

(R) EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (J892295)
(B) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1265060)
(C) RIGHT OF CARRIAGEWAY 16 WIDE (DP1265060)
(D) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.3 WIDE (DP1265060)
(E) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 4.5 WIDE (DP1265060)
(J) EASEMENT TO DRAIN WATER (ENTIRE LOT)
(BR) AREA BENEFITED BY RESTRICTION ON THE USE OF LAND

SURVEYOR
Name: THOMAS F CAMPBELL
Date: 24/05/2021
Reference: 21044

PLAN OF SUBDIVISION OF LOT 200 DP1265061

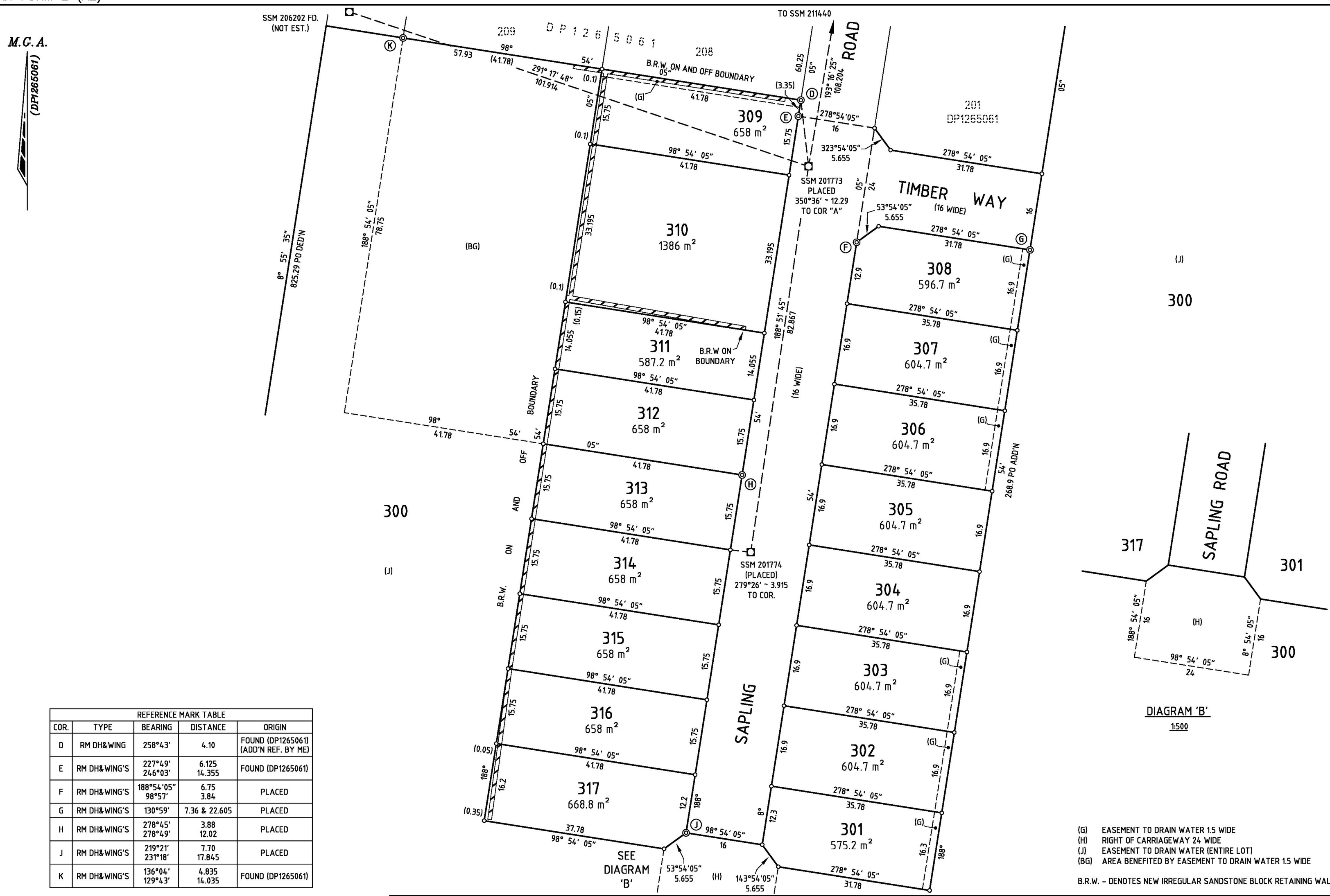
LGA: PORT STEPHENS
Locality: KARUAH
Reduction Ratio 1:4000
Lengths are in metres.

REGISTERED 9/07/2021

DP1272249

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

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| REFERENCE MARK TABLE | | | | |
|---|---|---|---|---|
| COR. | TYPE | BEARING | DISTANCE | ORIGIN |
| D | RM DH&WING | 258°43' | 4.10 | FOUND (DP1265061) (ADD'N REF. BY ME) |
| E | RM DH&WING'S | 227°49' 246°03' | 6.125 14.355 | FOUND (DP1265061) |
| F | RM DH&WING'S | 188°54'05" 98°57' | 6.75 3.84 | PLACED |
| G | RM DH&WING'S | 130°59' | 7.36 & 22.605 | PLACED |
| H | RM DH&WING'S | 278°45' 278°49' | 3.88 12.02 | PLACED |
| J | RM DH&WING'S | 219°21' 231°18' | 7.70 17.845 | PLACED |
| K | RM DH&WING'S | 136°04' 129°43' | 4.835 14.035 | FOUND (DP1265061) |

DIAGRAM 'B'
1:500

(G) EASEMENT TO DRAIN WATER 1.5 WIDE
(H) RIGHT OF CARRIAGEWAY 24 WIDE
(J) EASEMENT TO DRAIN WATER (ENTIRE LOT)
(BG) AREA BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE

B.R.W. – DENOTES NEW IRREGULAR SANDSTONE BLOCK RETAINING WALL

| | | | |
|---|---|---|---|
| SURVEYOR<br>Name: THOMAS F CAMPBELL<br>Date: 24/05/2021<br>Reference: 21044 | PLAN OF SUBDIVISION OF LOT 200 DP1265061 | LGA: PORT STEPHENS<br>Locality: KARUAH<br>Reduction Ratio 1:500<br>Lengths are in metres. | REGISTERED<br>9/07/2021 | DP1272249 |

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

Req:R997356 /Doc:DP 1272249 P /Rev:09-Jul-2021 /NSW LRS /Prt:20-Oct-2
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| PLAN FORM 6 (2018) | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 1 of 4 sheet(s) |
|---|---|---|

Office Use Only

Registered: 9/07/2021

Title System: TORRENS

Office Use Only

DP1272249

# PLAN OF SUBDIVISION OF LOT 200 DP1265061

LGA: PORT STEPHENS

Locality: KARUAH

Parish: TAREAN

County: GLOUCESTER

## Survey Certificate

I, THOMAS F CAMPBELL

of Delfs Lascelles Pty Ltd, 260 Maitland Road Mayfield 2304

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

~~*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on ....., or~~

*(b) The part of the land shown in the plan (*being/~~*excluding~~ **..... LOTS 301 TO 317 .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, 24/05/2021 the part not surveyed was compiled in accordance with that Regulation, or

~~*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: 'X' - 'Y'

Type: *Urban/~~*Rural~~

The terrain is *Level-Undulating / ~~*Steep-Mountainous.~~

Signature: ..... Dated: 25/05/2021

Surveyor Identification No: 8704

Surveyor registered under the *Surveying and Spatial Information Act 2002*

* Strike through if inapplicable.

** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

## Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

## Subdivision Certificate

I, NIGEL PLUMB

*Authorised Person/~~*General Manager/*Accredited Certifier~~, certify that the provisions of section 6.15 of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or ~~reserve~~ set out herein.

Signature: .....

~~Accreditation number:~~ .....

Consent Authority: PORT STEPHENS COUNCIL

Date of endorsement: 1 JULY 2021

Subdivision Certificate number: 2021/37

File number: PAN-103782 14-2018-754-3

* Strike through if inapplicable

Plans used in the preparation of survey/compilation.

DP 1265060
DP 1265061

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

IT IS INTENDED TO DEDICATE TIMBER WAY AND THE EXTENSION OF SAPLING ROAD TO THE PUBLIC AS PUBLIC ROAD

Surveyor's Reference: 21044

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

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| PLAN FORM 6A (2017) | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 2 of 4 sheet(s) |
|---|---|---|

Registered: 9/07/2021 Office Use Only

Office Use Only

# DP1272249

# PLAN OF SUBDIVISION OF LOT 200 DP1265061

Subdivision Certificate number : 2021/37

Date of Endorsement : 1 July 2021

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - See 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:-

1. EASEMENT TO DRAIN WATER 1.5 WIDE (G)
2. RESTRICTION ON THE USE OF LAND
3. RESTRICTION ON THE USE OF LAND
4. RIGHT OF CARRIAGEWAY 24 WIDE (H)
5. EASEMENT TO DRAIN WATER (ENTIRE LOT) (J)

| LOT | STREET No. | ROAD NAME | ROAD TYPE | LOCALITY |
|---|---|---|---|---|
| 300 | 290 | TAREAN | ROAD | KARUAH |
| 301 | 47 | SAPLING | ROAD | KARUAH |
| 302 | 45 | SAPLING | ROAD | KARUAH |
| 303 | 43 | SAPLING | ROAD | KARUAH |
| 304 | 41 | SAPLING | ROAD | KARUAH |
| 305 | 39 | SAPLING | ROAD | KARUAH |
| 306 | 37 | SAPLING | ROAD | KARUAH |
| 307 | 35 | SAPLING | ROAD | KARUAH |
| 308 | 33 | SAPLING | ROAD | KARUAH |
| 309 | 28 | SAPLING | ROAD | KARUAH |
| 310 | 30 | SAPLING | ROAD | KARUAH |
| 311 | 34 | SAPLING | ROAD | KARUAH |
| 312 | 36 | SAPLING | ROAD | KARUAH |
| 313 | 38 | SAPLING | ROAD | KARUAH |
| 314 | 40 | SAPLING | ROAD | KARUAH |
| 315 | 42 | SAPLING | ROAD | KARUAH |
| 316 | 44 | SAPLING | ROAD | KARUAH |
| 317 | 46 | SAPLING | ROAD | KARUAH |

If space is insufficient use additional annexure sheet

Surveyor's Reference: 21044

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| PLAN FORM 6A (2017) | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 3 of 4 sheet(s) |
|---|---|---|

Registered: 9/07/2021 Office Use Only

Office Use Only

DP1272249

# PLAN OF SUBDIVISION OF LOT 200 DP1265061

Subdivision Certificate number : 2021/37

Date of Endorsement : 1 July 2021

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - See 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

EXECUTED by )
COASTAL DEVELOPMENTS (NSW) PTY LTD )
(ACN 604 991 826) )
in accordance with Section 127 of )
the Corporations Act )

.....

Name: Skye Roberts

Position: Sole Director/Secretary

.....

Name:

Position:

If space is insufficient use additional annexure sheet

Surveyor's Reference: 21044

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| PLAN FORM 6A (2017) | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 4 of 4 sheet(s) |
|---|---|---|

Office Use Only

Registered: 9/07/2021

Office Use Only

DP1272249

# PLAN OF SUBDIVISION OF LOT 200 DP1265061

Subdivision Certificate number : 2021/37

Date of Endorsement : 1 July 2021

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - See 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Mortgage under Mortgage No. AP967086 )
Signed at 35A MARKETOWN, 23 STEEL ST, NEWCASTLE WEST, NSW 2302 )
this 7 day of JULY 2021 )
for National Australia Bank Limited ABN )
by ADRIAN YEUNG )
)
)
)
)
)
ts duly appointed Attorney under Power of )
Attorney No. 39 Book 4512 )

.....
Signature of Witness/Bank Officer

.....
Signature of Attorney (Level 3 Attorney)

Kane Greentree
.....
Print name of Witness/Bank Officer

23 Steel St Newcastle West
.....
Address of Witness/Bank Officer

If space is insufficient use additional annexure sheet

Surveyor's Reference: 21044

Req:R997353 /Doc:DP 1272249 B /Rev:09-Jul-2021 /NSW LRS /Prt:20-Oct-2026 10:12 /Seq:1 of 5
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**Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Sections 88B of the Conveyancing Act, 1919.**



**Plan:**

DP1272249

PLAN OF SUBDIVISION OF LOT 200 DP1265061
covered by Subdivision Certificate 2021/37
dated 1 July 2021

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

COASTAL DEVELOPMENTS (NSW) PTY LTD
(ACN 604 991 826)
13 Abundance Road
Medowie NSW 2318

## PART 1 - CREATION

| Number of item shown in the intention panel on the plan | Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel: | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|---|---|
| 1 | Easement to drain water 1.5 wide (G) | 303<br>302<br>301<br><br>306<br>307<br>308<br><br>309 | 304<br>304, 303<br>304, 303, 302<br><br>305<br>305, 306<br>305, 306, 307<br><br>Part of 300 designated (BG) on the Plan |
| 2 | Restriction on the use of land | 301 to 317 inclusive | Every other lot except 300 |
| 3 | Restriction on the use of land | 302 to 307 inclusive, 309, 311 to 316 inclusive | Part of 300 designated (BR) on the Plan |
| 4 | Right of carriageway 24 wide (H) | 300 | Port Stephens Council |
| 5 | Easement to drain water (J) | 300<br>(Entire Lot) | Port Stephens Council |

## PART 2 - TERMS

1. **Terms of the easement, profit a prendre, restriction, or positive covenant secondly referred to in the abovementioned plan.**

1.1 No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Coastal Developments (NSW) PTY LTD without the consent of Coastal Developments (NSW) PTY LTD or its successors other than purchasers on sale but such consent shall not be withheld if such fencing is erected without expense to Coastal

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Initials

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**Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Sections 88B of the Conveyancing Act, 1919.**



**Plan:**

DP1272249

PLAN OF SUBDIVISION OF LOT 200 DP1265061
covered by Subdivision Certificate 2021/37
dated 1 July 2021

Developments (NSW) PTY LTD 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 Coastal Developments (NSW) PTY LTD or its successors other than purchasers on sale.

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

1.3 No mobile home or temporary or permanent moveable improvements including a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on, or be stored on any burdened lot and used for residential purposes at any time including prior to or after construction of a dwelling on the burdened lot.

**2. Terms of the easement, profit a prendre, restriction, or positive covenant thirdly referred to in the abovementioned plan.**

2.1 For the purposes of this clause:

a) "application" includes a development application and an application for a complying development certificate (as defined in the Environmental Planning and Assessment Act 1979); and

b) "relevant approval body" includes the consent authority and an accredited certifier (as defined in the Environmental Planning and Assessment Act 1979).

2.2 Not more than one main residential dwelling shall be erected on any lot burdened.

2.3 Without limiting the subclause 2.2 above, the owner of the burdened lot must not make any application, or consent to an application being made on its behalf, requesting consent from the relevant approval body to construct more than one residential dwelling on the burdened lot.

2.4 The burdened lot must not be further subdivided.

2.5 Without limiting subclause 2.4 above, the owner of the burdened lot must not make any application, or consent to an application being made on its behalf, requesting consent from the relevant approval body to subdivide the burdened lot.

2.6 The benefit of this restriction on the use of land will cease to apply to any part of the benefited lot where **COASTAL DEVELOPMENTS (NSW) PTY LTD** is no longer the registered proprietor of the land designated (BR) in the Plan.

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**Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Sections 88B of the Conveyancing Act, 1919.**



**Plan:**

DP1272249

PLAN OF SUBDIVISION OF LOT 200 DP1265061
covered by Subdivision Certificate 2021/37
dated 1 July 2021

**EXECUTED by:**

**COASTAL DEVELOPMENTS (NSW) PTY LTD** )
**(ACN 604 991 826)** )
in accordance with Section 127 of the )
Corporations Act )

| | |
|---|---|
| ..... | ..... |
| Signature | Signature |
| Skye Roberts | |
| Name | Name |
| Sole Director / Secretary | |
| Position | Position |

Initials

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**Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Sections 88B of the Conveyancing Act, 1919.**



**Plan:**

DP1272249

PLAN OF SUBDIVISION OF LOT 200 DP1265061
covered by Subdivision Certificate 2021/37
dated 1 July 2021

**EXECUTED by:**

**NATIONAL AUSTRALIA BANK LIMITED**

Mortgagee under Mortgage No. AP967086
Signed at NEWCASTLE this 7 day of JULY
2021 for National Australia Bank Limited ABN 12 004 044 937
by ADRIAN YEUNG its duly
appointed Attorney under Power of Attorney No. 39 Book 4512
Attorney Signature, Level 3 Attorney
Witness Signature
Witness Name Kara Greentree
Witness Address 23 Steel St Newcastle West

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**Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Sections 88B of the Conveyancing Act, 1919.**



**Plan:**

DP1272249

PLAN OF SUBDIVISION OF LOT 200 DP1265061
covered by Subdivision Certificate 2021/37
dated 1 JULY 2021

**EXECUTED by:**

**PORT STEPHENS COUNCIL**
by its authorised delegate pursuant to
s.377 of the Local Government Act 1993

I certify that I am an eligible witness and the delegate signed in my presence

.....
Signature of delegate

NIGEL PLUMB
Name of delegate (BLOCK LETTERS)

.....
Signature of witness

BRIDGET JENKINS
Name of witness

116 ADELAIDE STREET, RAYMOND TERRACE NSW 2324
Address of witness

.....
Initials

REGISTERED: 9/07/2021

PORT STEPHENS COUNCIL

ABN 16 744 377 876

116 Adelaide Street, Raymond Terrace NSW 2324
PO Box 42, Raymond Terrace NSW 2324
Ph: (02) 4988 0255 Fax: (02) 4987 3612
Email: plancert@portstephens.nsw.gov.au
http://www.portstephens.nsw.gov.au

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

**APPLICANT DETAILS:**

**First State Conveyancing**
**230 Victoria Street**
**Taree**
**NEW SOUTH WALES**

**Reference:** **267050**

**Issue Date:** **20/10/2026**

**PROPERTY DESCRIPTION:**

**35 Tall Trees Road KARUAH NSW 2324** **Parcel No: 50030**
**LOT: 424 DP: 1272250**

## Disclaimer

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

## Title Information

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

## Inspection of the land

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

## PART A: INFORMATION PROVIDED UNDER SECTION 10.7(2)

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

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

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

**State Environmental Planning Policies**

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

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

State Environmental Planning Policy (Housing) 2021
All chapters

State Environmental Planning Policy (Sustainable Building) 2022
All chapters

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

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

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

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

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

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

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

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

Chapter 4 Koala habitat protection 2021

**Local Environmental Plan**

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

Port Stephens Development Control Plan 2025.

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

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

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

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

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

**a) The identity of the zone –**

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

**b) The purposes for which development in the zone –**

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

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

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

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

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

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

**3. Contributions Plans**
(1) The name of each contributions plan applying to the land

Port Stephens Local Infrastructure Contributions Plan 2020

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

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

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

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

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

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

Agritourism and Farm Stay Accommodation Code

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**5. Exempt development**

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

Division 1 General Code
Exempt development under the General Exempt Development Code MAY be carried out on the land.

Division 2 Advertising and Signage Code
Exempt development under the Advertising and Signage Code MAY be carried out on the land.

Division 3 Temporary Uses and Structures Code
Exempt development under the Temporary Uses and Structures Code MAY be carried out on the land.

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

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

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

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

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

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

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

No

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

No

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

**7. Land reserved for acquisition**

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

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

**8. Road widening and road realignment**

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

**9. Flood related development controls information**

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

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

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

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

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

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

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

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

**11. Bush fire prone land**

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

All of the land is identified as bush fire prone land in Council's records. Further details of any applicable restrictions on development of the land may be obtained on application to Council. For further information, please contact Council's Duty Officer by telephoning 49880255.

**12. Loose-fill asbestos insulation**

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

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

**13. Mine Subsidence**

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

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

**14. Paper subdivison information**

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

Not applicable.

**15. Property vegetation plans**

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

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

**16. Biodiversity stewardship sites**

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

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

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

**17. Biodiversity certified land**

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

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

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

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

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

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

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

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

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

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

**20. Western Sydney Aerotropolis**

Not applicable to the Port Stephens Local Government Area.

**21. Development consent conditions for seniors housing**

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

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

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

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

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

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

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

**23. Water or sewerage services**

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

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

**24. Special entertainment precincts**

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

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

**25. Interim development in future infrastructure corridors**

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

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

**Additional matters**

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

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

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

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

# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SEWER LOCATION DIAGRAM

Enquiries: 1300 657 657

APPLICANT'S DETAILS

N
W E
S

*InfoTrack*
*35 TALL TREES*
*KARUAH NSW*

APPLICATION NO.: *2971841*

APPLICANT REF: *M BS:267050*

RATEABLE PREMISE NO.: *9999917099*

PROPERTY ADDRESS: *35 TALL TREES RD KARUAH 2324*

LOT/SECTION/DP:SP: *424//DP1272250*




SEWER POSITION APPROXIMATE ONLY.
SUBJECT PROPERTY BOLDED.
ALL MEASUREMENTS ARE METRIC.

IF A SEWERMAIN IS LAID WITHIN THE BOUNDARIES OF THE LOT, SPECIAL REQUIREMENTS FOR THE PROTECTION OF THE SEWERMAIN APPLY IF DEVELOPMENT IS UNDERTAKEN. IN THESE CASES, IT IS RECOMMENDED THAT YOU SEEK ADVICE ON THE SPECIAL REQUIREMENTS PRIOR TO PURCHASE. PHONE 1300 657 657, FOR MORE INFORMATION.

IMPORTANT:
IF THIS PLAN INDICATES A SEWER CONNECTION IS AVAILABLE OR PROPOSED FOR THE SUBJECT PROPERTY, IT IS THE INTENDING OWNERS RESPONSIBILITY TO DETERMINE WHETHER IT IS PRACTICABLE TO DISCHARGE WASTEWATER FROM ALL PARTS OF THE PROPERTY TO THAT CONNECTION.

ANY INFORMATION ON THIS PLAN MAY NOT BE UP TO DATE AND THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR ITS ACCURACY.

Date: 20/10/2026

Scale at A4: 1:500

CADASTRAL DATA © NSW DCS Spatial Services
CONTOUR DATA © AAM
© NSW DPIE

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