

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	R & R Property 78 Stroud Street, Bulahdelah, NSW 2423	Phone: 4997 4325 Fax: 4994 5776
co-agent		
vendor		
vendor's solicitor	East Coast Conveyancing 3 Aluminium Close Edgeworth NSW 2285 PO Box 4061, Edgeworth NSW 2285	Phone: 02 4958 5363 Email: reception@eastcoastlaw.com.au Fax: Ref: KD:EB:39988
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	9144 Pacific Highway, Bulahdelah, New South Wales 2423 Registered Plan: Lot 10 Plan DP 1052383 Folio Identifier 10/1052383	
improvements	☒ VACANT POSSESSION ☐ subject to existing tenancies ☒ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: shed, spa pool, septic system	
attached copies	☒ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☒ blinds ☒ dishwasher ☒ light fittings ☒ stove ☐ built-in wardrobes ☒ fixed floor coverings ☒ range hood ☒ pool equipment ☒ clothes line ☒ insect screens ☒ solar panels ☒ TV antenna ☐ curtains ☒ other: ceiling fans, air conditioner, automatic garage door opener
exclusions	Shipping container
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)

buyer's agent

vendor

GST AMOUNT (optional)

The price includes
 GST of: \$

witness

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

ChoicesVendor agrees to accept a **deposit-bond** (clause 3)☐ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 30):

PEXA

Electronic transaction (clause 30)☐ no ☒ YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☒ NO ☐ yes**GST:** Taxable supply☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make a **GSTRW payment**
(GST residential withholding payment)☐ NO ☐ yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of **GSTRW payment**:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate):Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and 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 at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
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 section 66W of the Act, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group	NSW Department of Education
Australian Taxation Office	NSW Fair Trading
Council	Owner of adjoining land
County Council	Privacy
Department of Planning, Industry and Environment	Public Works Advisory
Department of Primary Industries	Subsidence Advisory NSW
Electricity and gas	Telecommunications
Land & Housing Corporation	Transport for NSW
Local Land Services	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. **The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.**
7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**
8. **The purchaser should arrange insurance as appropriate.**
9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**
10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**
11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**
12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser serves a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must serve at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must serve it.
- 4.3 If the purchaser serves a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.

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*.
- 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 everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within 3 months* of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within 3 months* of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
 13.13.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
 13.13.4 *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.
- 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.
- 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 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.
- 14.6 *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 –
 14.6.1 the amount is to be treated as if it were paid; and
 14.6.2 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).
- 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
 16.2 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.
 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
 16.4 The legal title to the *property* does not pass before completion.

- 16.5 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.
- 16.6 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**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the parties must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract – that address; or
- 16.11.2 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
- 16.11.3 in any other case – the vendor's *solicitor's* address stated in this contract.
- 16.12 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.
- 16.13 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.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the parties or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the parties or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a party a right to *rescind*, the party can exercise the right –
- 19.1.1 only by *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 4.3);
 - 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; and
 - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 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 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.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) 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.

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 part of it entitles the vendor to *terminate*.

23 Strata or community title**• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
 - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 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 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
 - 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 Normally, the purchaser cannot make a claim or requisition or rescind or terminate in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
 - 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
 - 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can rescind if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
 - 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
 - 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
 - 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each party can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
 - 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 normally, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each party must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - 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 form of 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 The vendor must give a proper covenant to produce where relevant.
- 25.9 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.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the parties must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after service of the purchaser's part.
- 27.4 If consent is refused, either party can rescind.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a party, then that party can rescind *within 7 days* after receipt by or service upon the party of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can rescind; or
- 27.6.2 *within 30 days* after the application is made, either party can rescind.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after service of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can rescind; and
- 28.3.2 the vendor can rescind, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either party can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after service of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a party, then it benefits only that party.
- 29.4 If anything is necessary to make the event happen, each party must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A party can rescind under this clause only if the party has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a party who has the benefit of the provision, the party can rescind *within 7 days* after either party serves notice of the condition.
- 29.7 If the parties can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a party who has the benefit of the provision can rescind *within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a party who has the benefit of the provision can rescind *within 7 days* after either party serves notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can rescind;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can rescind;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot rescind under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 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
- 30.3.2 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 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 Normally, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 populate the *Electronic Workspace* with mortgagee details, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
 - 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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.
- 30.13 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
 - certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
 - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
 - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
 - 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;
 - ECNL* the Electronic Conveyancing National Law (NSW);
 - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
 - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
 - 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*;

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

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 The purchaser must –

- 31.2.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

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

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

32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –

- 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.

32.4 This clause does not apply to a contract made before the commencement of the amendments to the *Division* under the *Conveyancing Legislation Amendment Act 2018*.

ADDITIONAL PROVISIONS

1 Purchaser's warranty as to real estate agent

- 1.1 The purchaser warrants that the purchaser was not introduced to the property or the Vendor by a Real Estate Agent other than the Real Estate Agent, if any, disclosed on the front page of the contract and the purchaser agrees to indemnify the Vendor against any claim for commission, including the Vendor's costs of defending any such claim, which arises as a result of the purchaser's breach of this warranty.
- 1.2 This warranty and indemnity will not merge on completion.

2 Liquidated damages

- 2.1 In the event that the Purchaser does not complete this contract on or before the completion date, and provided the Vendor is ready and willing to complete the contract, then the Purchaser must pay:
 - 2.1.1 from the completion date, interest on the purchase price at the rate of 10% per annum until completion; and
 - 2.1.2 the sum of \$330.00 on account of the additional legal fees incurred by the Vendor because of the delay;
- 2.2 The Purchaser acknowledges that the payment of the liquidated damages referred to herein is contemporaneous with the payment of the purchase price on settlement. It is agreed that the amount payable pursuant to this condition is a genuine pre-estimate of the Vendors' loss of interest for the purchase money and liability for rates and outgoings.

3 Time under notice

The parties agree that 14 days shall be reasonable notice for the purpose of any notice served by either party, including a notice to complete, making time of the essence.

4 Present condition and state of repair

The property together with the improvements thereon is sold in its present state of repair and condition and the Purchaser acknowledges that he buys the property not relying upon any warranties or representations made to him by or on behalf of the Vendor not contained in the Contract. The Purchaser shall not call upon the Vendor to carry out any repairs to the property, or to any furnishings and chattels, comply with a work order made after the date hereof nor effect any treatment for pest infestation.

5 Death, mental incapacity or assignment of estate

If the Purchaser or Vendor or any one or more of them shall die or become mentally incapacitated prior to completion of this Contract then either party may by notice in writing to the other party's Licensed Conveyancer or Solicitor rescind this contract whereupon the provisions of this contract as to rescission shall apply.

6 Payment of Deposit by instalments

The parties agree that if there is a cooling off period under this Contract, the deposit may be paid by two instalments in the following manner:

- (a) The first instalment of 0.25% of the purchase price on the making of this Contract; and
- (b) The second instalment of 9.75% of the purchase price on or before the expiration of the cooling off period.

7 Requisitions on Title

The Purchaser agrees that the only form of general Requisitions on Title the Purchaser may make pursuant to Clause 5 shall be in the form of the Requisitions on Title annexed.

8 Amendment to standard provisions

If a notice to complete is issued, then clause 16.11.1 is amended to note the completion address is the lodgement ID within the electronic workspace.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:

Purchaser:

Property: 9144 Pacific Highway, Bulahdelah

Dated: 24 June 2022

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?
(b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
(c) Please specify any existing breaches.
(d) All rent should be paid up to or beyond the date of completion.
(e) Please provide details of any bond together with the Rental Bond Board's reference number.
(f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
(a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
(b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
8. When and where may the title documents be inspected?
9. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

10. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
11. 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

12. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
13. 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.
14. (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*.
- 15. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
- 16. 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?
- 17. (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

- 18. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
- 19. 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?
- 20. 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?
- 21. (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?
- 22. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

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

Requisitions and transfer

- 24. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 25. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- 26. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 27. The purchaser reserves the right to make further requisitions prior to completion.
- 28. 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.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 10/1052383

SEARCH DATE	TIME	EDITION NO	DATE
20/6/2022	12:30 PM	5	2/9/2018

LAND

LOT 10 IN DEPOSITED PLAN 1052383
AT BULAHDELAH
LOCAL GOVERNMENT AREA MID-COAST
PARISH OF NERONG COUNTY OF GLOUCESTER
TITLE DIAGRAM DP1052383

FIRST SCHEDULE

(T AD356584)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 AB174536 RESTRICTION AS TO USER (S.88E(3) CONVEYANCING ACT, 1919) AS REGARDS LOT 10 IN DP1052383
- 3 AD356585 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA
- 4 AF904235 PROPERTY VEGETATION PLAN EXPIRES: 29/10/2025

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

39988

PRINTED ON 20/6/2022

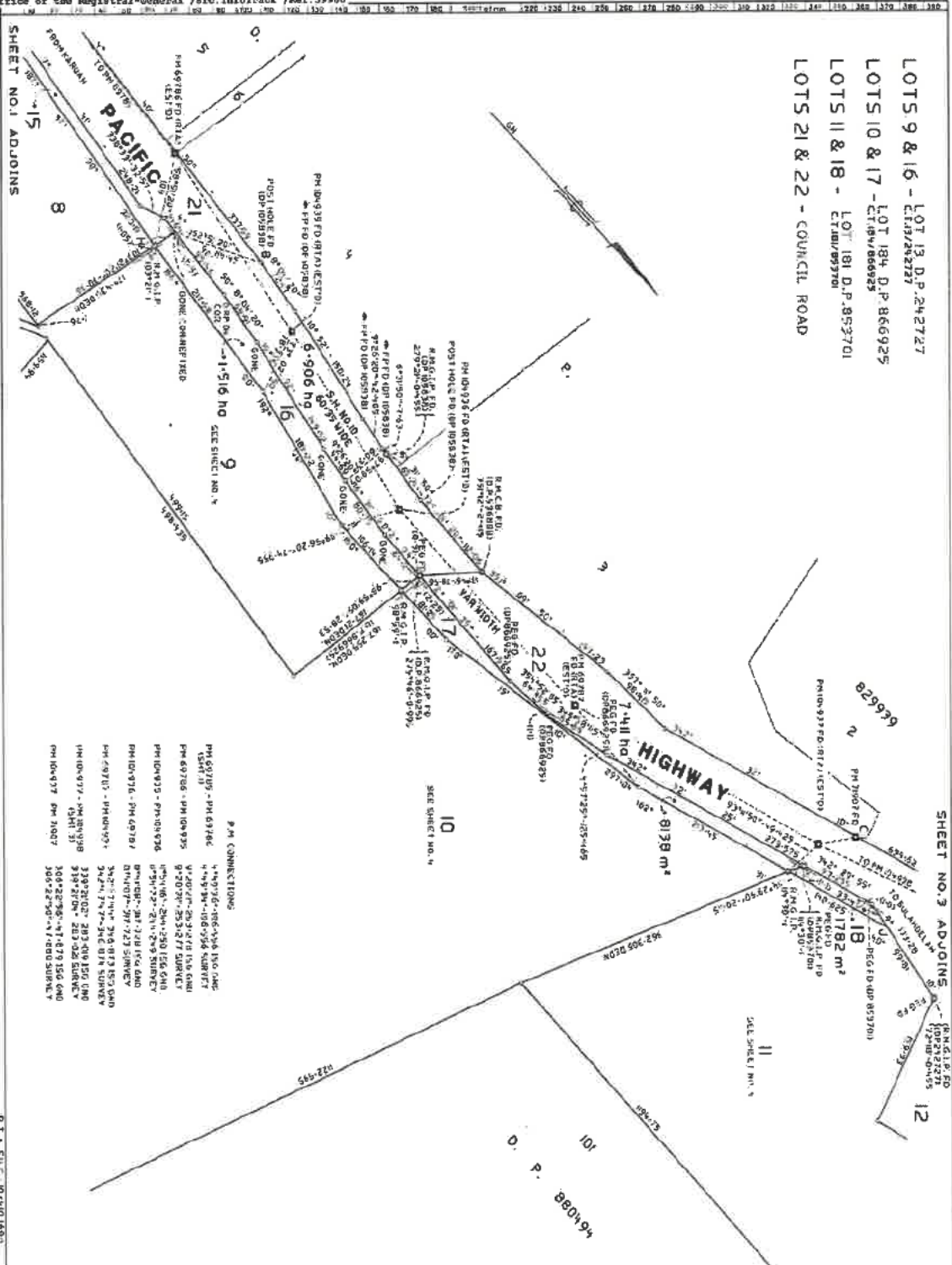
* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this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

PLAN FORM 3

To be used in conjunction with Plan Form 3

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

LOTS 9 & 16 - LOT 13 D.P. 242727
 LOT 10 & 17 - LOT 184 D.P. 866925
 LOT 11 & 18 - LOT 181 D.P. 853701
 LOTS 21 & 22 - COUNCIL ROAD



Plan Drawing only to appear in this space

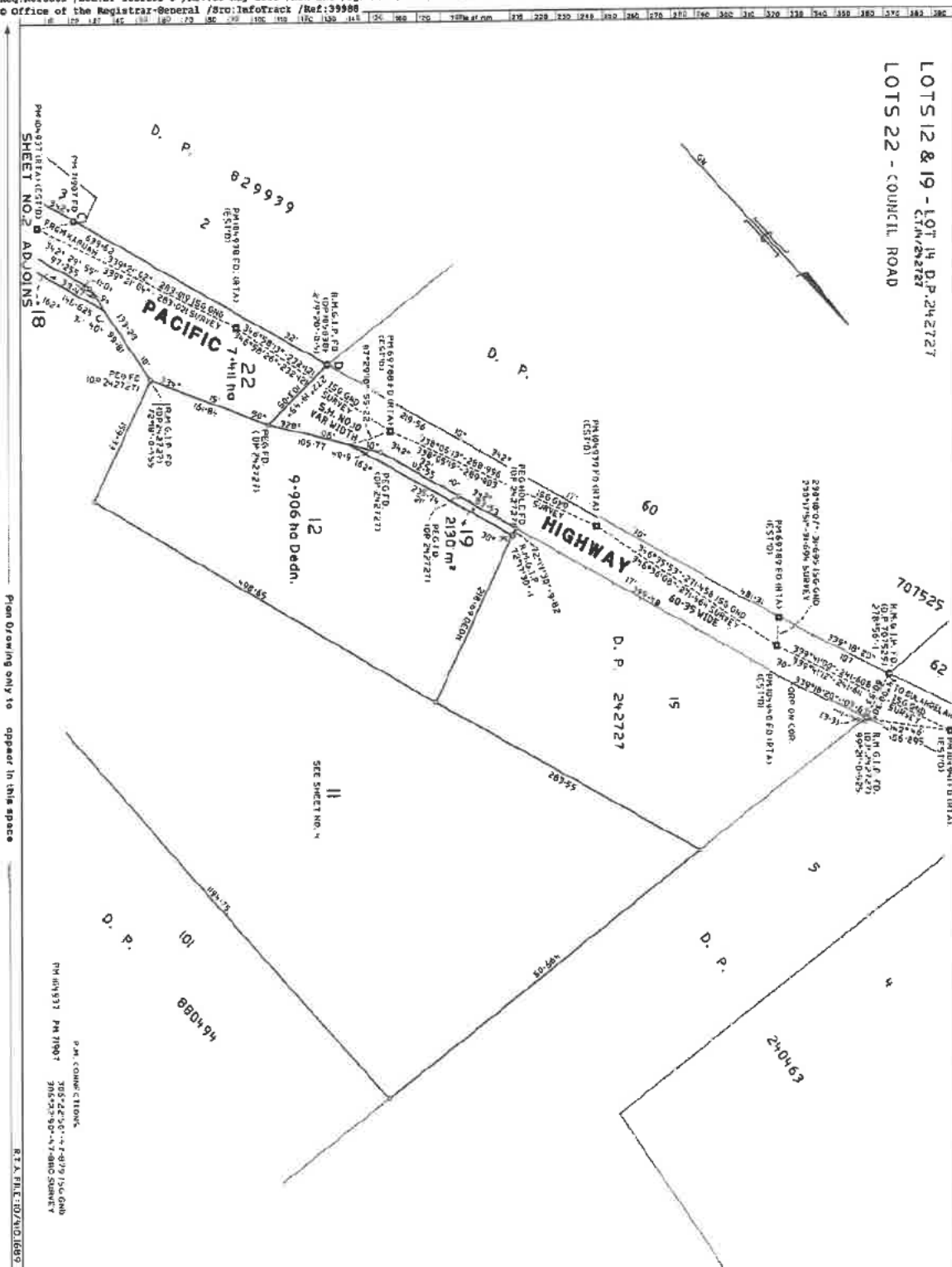
R.T.A. FILE NO. 1052363

R.T.A. PLAN: DORD 110 55 2702

DP1052363 Registered 15.5.2003 Area: 81.4 ha Survey: 18/11/03 Surveyor: 18/11/03 Surveyor's Name: 18/11/03 Surveyor's Address: 18/11/03 Surveyor's Phone: 18/11/03 Surveyor's Email: 18/11/03 Surveyor's Signature: 18/11/03 Surveyor's Stamp: 18/11/03		L.C.A.: GREAT LAKES Suburb: BULAHDELAH Parish: NERONG County: GLOUCESTER
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OFFICE USE ONLY

LOTS 12 & 19 - LOT 14 D.P. 242727
C.T.M./242727
LOTS 22 - COUNCIL ROAD



Plan Drawing only to appear in this space

R. T. A. FILE: 10/410.1689

R.T.A FLAW BOLD 910 555 2702

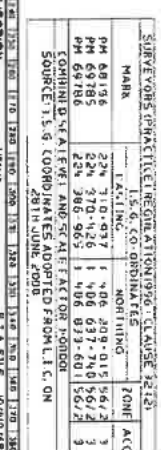
[illegible]

OFFICE USE ONLY

100

LOTS 6 & 13 - LOT 1672, D.P. 56290
 LOT 1672/56290
 LOTS 7 & 14 - LOT 11 D.P. 282727
 LOT 11 D.P. 282727
 LOTS 8 & 15 - LOT 12 D.P. 282727
 LOT 12 D.P. 282727
 LOTS 20 & 21 - COUNCIL ROAD

PM10-93-2	PM10-93-3	PM10-93-7	PM10-93-8	PM10-93-9	PM10-93-10	PM10-93-11	PM10-93-12	PM10-93-13	PM10-93-14	PM10-93-15	PM10-93-16	PM10-93-17	PM10-93-18	PM10-93-19	PM10-93-20	PM10-93-21	PM10-93-22	PM10-93-23	PM10-93-24	PM10-93-25	PM10-93-26	PM10-93-27	PM10-93-28	PM10-93-29	PM10-93-30	PM10-93-31	PM10-93-32	PM10-93-33	PM10-93-34	PM10-93-35	PM10-93-36	PM10-93-37	PM10-93-38	PM10-93-39	PM10-93-40	PM10-93-41	PM10-93-42	PM10-93-43	PM10-93-44	PM10-93-45	PM10-93-46	PM10-93-47	PM10-93-48	PM10-93-49	PM10-93-50	PM10-93-51	PM10-93-52	PM10-93-53	PM10-93-54	PM10-93-55	PM10-93-56	PM10-93-57	PM10-93-58	PM10-93-59	PM10-93-60	PM10-93-61	PM10-93-62	PM10-93-63	PM10-93-64	PM10-93-65	PM10-93-66	PM10-93-67	PM10-93-68	PM10-93-69	PM10-93-70	PM10-93-71	PM10-93-72	PM10-93-73	PM10-93-74	PM10-93-75	PM10-93-76	PM10-93-77	PM10-93-78	PM10-93-79	PM10-93-80	PM10-93-81	PM10-93-82	PM10-93-83	PM10-93-84	PM10-93-85	PM10-93-86	PM10-93-87	PM10-93-88	PM10-93-89	PM10-93-90	PM10-93-91	PM10-93-92	PM10-93-93	PM10-93-94	PM10-93-95	PM10-93-96	PM10-93-97	PM10-93-98	PM10-93-99	PM10-93-100	PM10-93-101	PM10-93-102	PM10-93-103	PM10-93-104	PM10-93-105	PM10-93-106	PM10-93-107	PM10-93-108	PM10-93-109	PM10-93-110	PM10-93-111	PM10-93-112	PM10-93-113	PM10-93-114	PM10-93-115	PM10-93-116	PM10-93-117	PM10-93-118	PM10-93-119	PM10-93-120	PM10-93-121	PM10-93-122	PM10-93-123	PM10-93-124	PM10-93-125	PM10-93-126	PM10-93-127	PM10-93-128	PM10-93-129	PM10-93-130	PM10-93-131	PM10-93-132	PM10-93-133	PM10-93-134	PM10-93-135	PM10-93-136	PM10-93-137	PM10-93-138	PM10-93-139	PM10-93-140	PM10-93-141	PM10-93-142	PM10-93-143	PM10-93-144	PM10-93-145	PM10-93-146	PM10-93-147	PM10-93-148	PM10-93-149	PM10-93-150	PM10-93-151	PM10-93-152	PM10-93-153	PM10-93-154	PM10-93-155	PM10-93-156	PM10-93-157	PM10-93-158	PM10-93-159	PM10-93-160	PM10-93-161	PM10-93-162	PM10-93-163	PM10-93-164	PM10-93-165	PM10-93-166	PM10-93-167	PM10-93-168	PM10-93-169	PM10-93-170	PM10-93-171	PM10-93-172	PM10-93-173	PM10-93-174	PM10-93-175	PM10-93-176	PM10-93-177	PM10-93-178	PM10-93-179	PM10-93-180	PM10-93-181	PM10-93-182	PM10-93-183	PM10-93-184	PM10-93-185	PM10-93-186	PM10-93-187	PM10-93-188	PM10-93-189	PM10-93-190	PM10-93-191	PM10-93-192	PM10-93-193	PM10-93-194	PM10-93-195	PM10-93-196	PM10-93-197	PM10-93-198	PM10-93-199	PM10-93-200	PM10-93-201	PM10-93-202	PM10-93-203	PM10-93-204	PM10-93-205	PM10-93-206	PM10-93-207	PM10-93-208	PM10-93-209	PM10-93-210	PM10-93-211	PM10-93-212	PM10-93-213	PM10-93-214	PM10-93-215	PM10-93-216	PM10-93-217	PM10-93-218	PM10-93-219	PM10-93-220	PM10-93-221	PM10-93-222	PM10-93-223	PM10-93-224	PM10-93-225	PM10-93-226	PM10-93-227	PM10-93-228	PM10-93-229	PM10-93-230	PM10-93-231	PM10-93-232	PM10-93-233	PM10-93-234	PM10-93-235	PM10-93-236	PM10-93-237	PM10-93-238	PM10-93-239	PM10-93-240	PM10-93-241	PM10-93-242	PM10-93-243	PM10-93-244	PM10-93-245	PM10-93-246	PM10-93-247	PM10-93-248	PM10-93-249	PM10-93-250	PM10-93-251	PM10-93-252	PM10-93-253	PM10-93-254	PM10-93-255	PM10-93-256	PM10-93-257	PM10-93-258	PM10-93-259	PM10-93-260	PM10-93-261	PM10-93-262	PM10-93-263	PM10-93-264	PM10-93-265	PM10-93-26
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THIS PLANT IS EXEMPT FROM SUBDIVISION CERTIFICATION PURSUANT TO A DECISION BETWEEN OUAH, RIA & P. NEW, SEE 1997M6 ITEM 25. LAND IN THIS PLANT COMPLETES ONLY ROAD OFF ROAD AND HE SLOPE.

Crown Lands Office Approval

Executive Office

Project No. _____

of that the government of a body of law (the national law)

Author's address: Department of Psychology, University of California, San Diego, 3541 La Jolla Village Drive, San Diego, CA 92093, USA. E-mail: shawn@uclink4.berkeley.edu

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University of California, Berkeley

only in the case of a significant difference in the number of

SURVEYORS REFERENCE: EXEMPT!

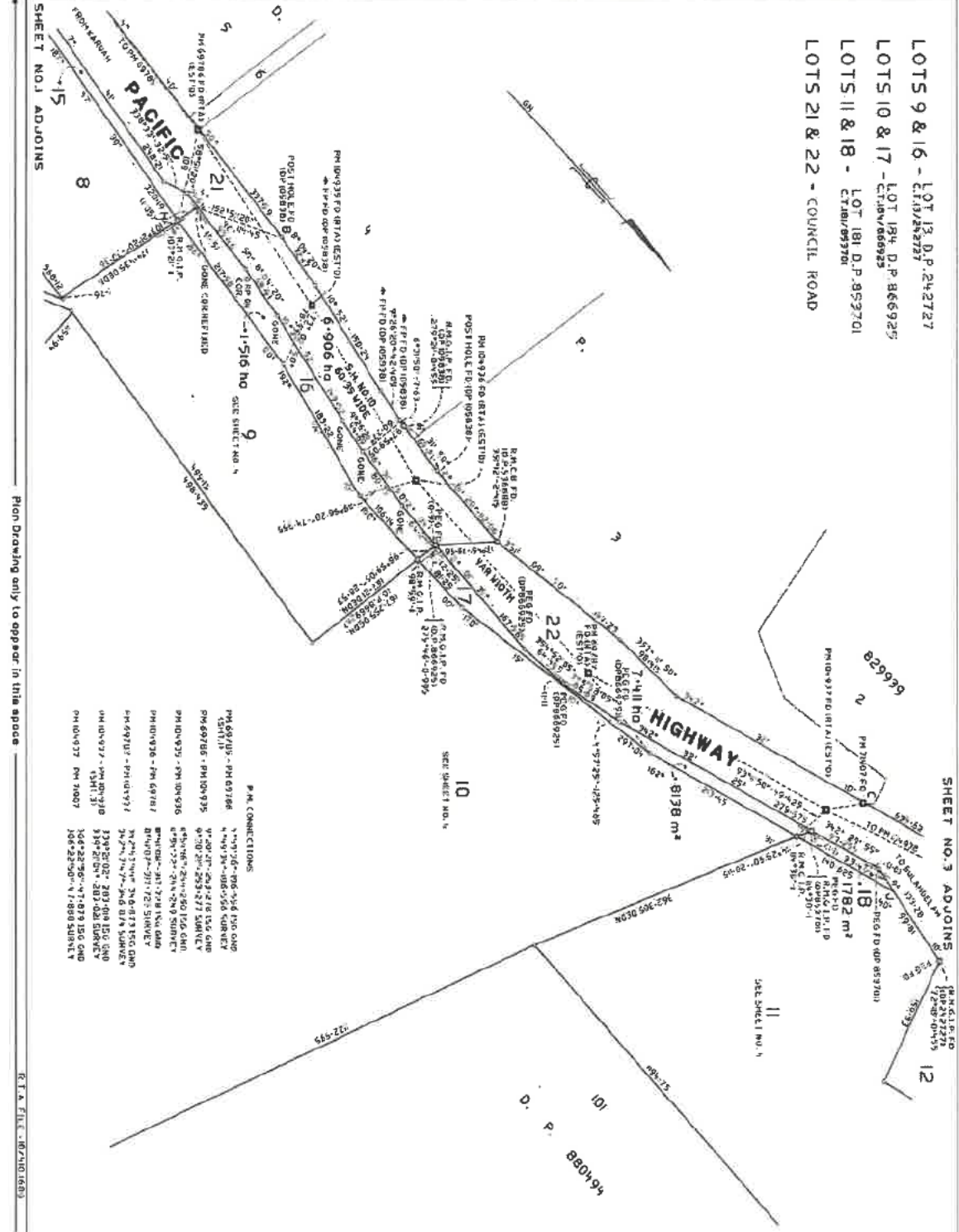
APPROVED

FILED: MAY 25 2006

PLAN FORM 3

To be used in conjunction with Plan Form 3

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



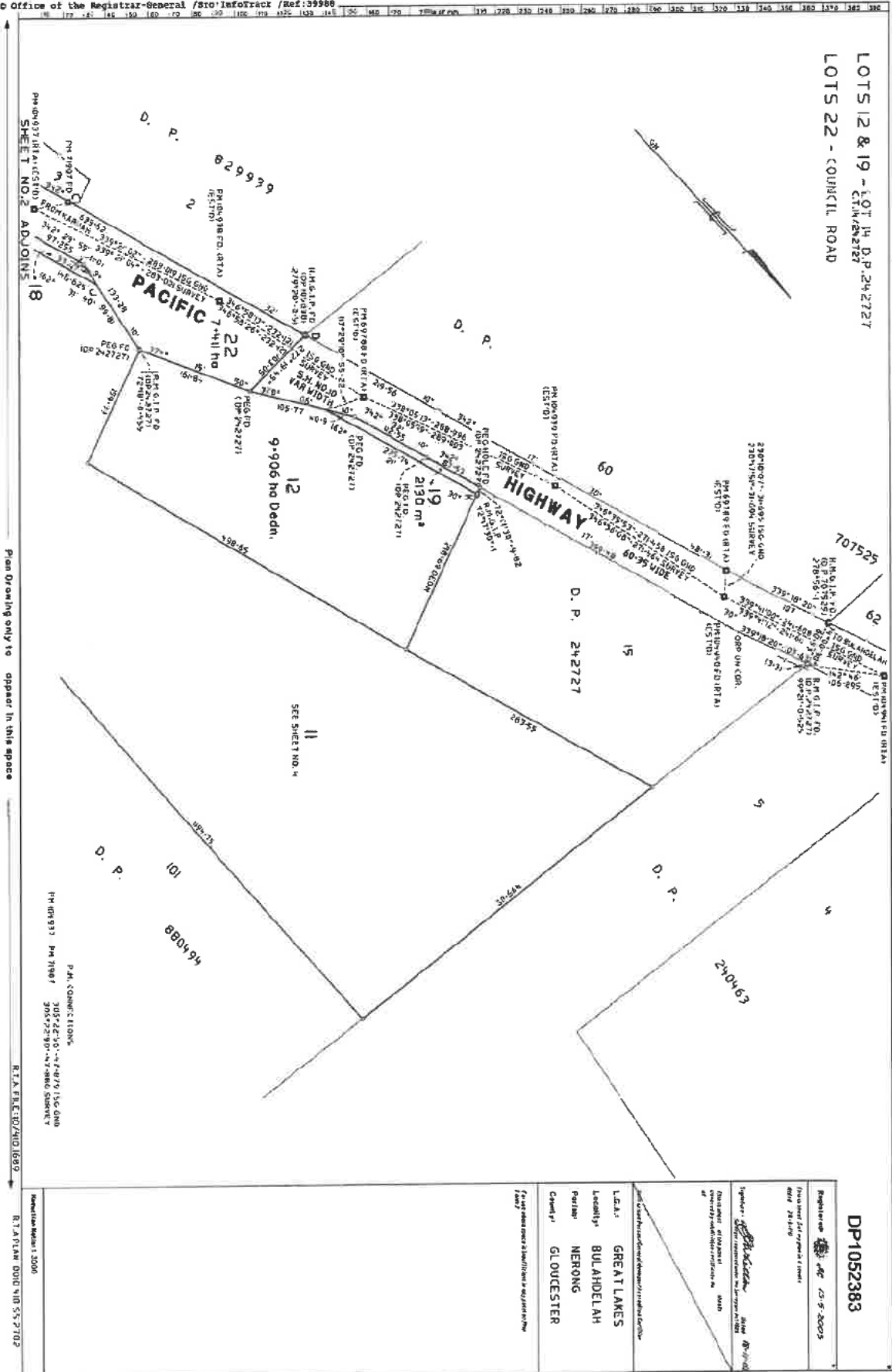
DP1052383 Registered 15.5.2003 State of New South Wales Date: 15.5.03 Surveyor: <i>John A. McArthur</i> Date: 15.5.03 Surveyor's Registration Number: 10523 For a copy of the Surveyor's Report, see the Surveyor's Office. <i>John A. McArthur</i> Surveyor		L.C.A.: GREAT LAKES Suburb: BULAHDELAH Parish: NERONG County: GLUCESTER
1. Lengths in meters. Fractional parts: 1/1000 R. K. A. P. L. A. M. 0000 010 55 2702		OFFICE USE ONLY

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

LOTS 12 & 19 - LOT 14 D.P. 242727
 LOTS 22 - COUNCIL ROAD



Plan Drawing only to appear in this space

R.T.A. FILED/NO 16892 R.T.A. FILED/NO 55,7702

DP1052383

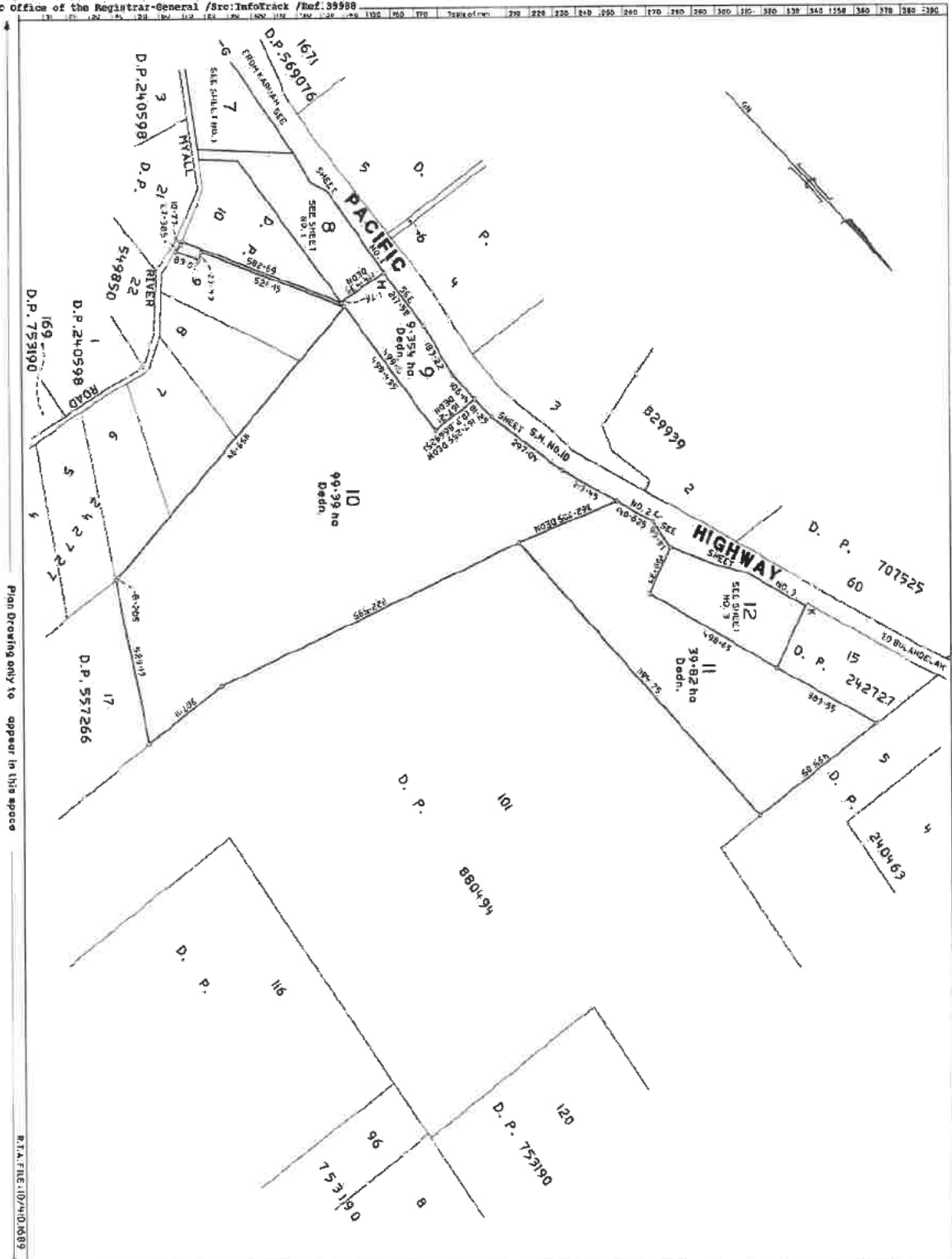
Register of Land
 15/5/2003
 28/6/03

Signature: [Signature]
 Date: 18/6/03
 Position: Registrar-General

L.C.A.: GREAT LAKES
 Locality: BULAHDELAH
 Parish: NERONG
 County: GLOUCESTER

Scale: 1:1000
 Date: 15/5/2003
 By: [Signature]

Revised Edition: 2000
 R.T.A. FILED/NO 55,7702



Plan Drawing only to appear in this space

R.T.A. FILE: 10/7/10/0689
 R.T.A. MAIL: QDID VIG 55 2702

DP1052383 Registered 15/5/2003 Title: 10/7/10/0689 Date: 15/5/2003	
The owner of the land is: Great Lakes Buladelah Merong Gloucester The owner of the land is: Great Lakes Buladelah Merong Gloucester The owner of the land is: Great Lakes Buladelah Merong Gloucester	
The owner of the land is: Great Lakes Buladelah Merong Gloucester The owner of the land is: Great Lakes Buladelah Merong Gloucester The owner of the land is: Great Lakes Buladelah Merong Gloucester	

OFFICE USE ONLY

Form: 13RPA
Release:
www.lpi.nsw.gov.au

**RESTRICTION ON THE USE OF LAND
BY A PRESCRIBED AUTHORITY**
New South Wales
Section 88E(3) Conveyancing Act 1919



AB174536E

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE

Lot 10 DP1052383 being part Folio 184/866925

(B) LODGED BY

Delivery
Box

Name, Address or DX and Telephone

323

Queens P/L

CODE

R

Reference:

(C) REGISTERED PROPRIETOR

ARTHUR VINNICOMBE and LINDA JUNE VINNICOMBE

(D) LESSEE MORTGAGEE OR CHARGE

Of the above land agreeing to be bound by this restriction

Interest

Number

Name of lessee, mortgagee or chargee

Mortgage

6675945

Commonwealth Bank of Australia

(E) PRESCRIBED AUTHORITY

Within the meaning of section 88E(1) of the Conveyancing Act 1919
ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

RUC

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 15 December 2004

(G) Execution by the prescribed authority

I certify that the authorised officer of the prescribed authority signing below who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:

Signature of an authorised officer:

Name of witness: BRIAN BLAKEMORE

Name of authorised officer: Russell Dawry

Address of witness: 14 WATTS
Newman

Position of authorised officer: Manager, Property Services

(G) Execution by the registered proprietor

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the Registered Proprietor.

Signature of witness:

Signature of Registered Proprietor:

Name of witness: DAN LYNN

Address of witness:

5/146 Victoria St, Tansey
New.

(H) Consent of the mortgagee

The mortgagee under mortgage No. 6675945 agrees to be bound by this restriction. I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:

Signature of mortgagee:

Name of witness: TARA COATES

Address of witness:

150 George Street, Parramatta

NICK CEH
COMMONWEALTH BANK OF AUSTRALIA by its attorney
who is MANAGER SETTLEMENTS.
for the being at Sydney and who is the attorney
mentioned and referred to in Power of Attorney registered
in the Land and Property Information Book 4297 No. 297

ANNEXURE "A"

THIS IS THE ANNEXURE "A" REFERRED TO IN THE APPLICATION MADE UNDER SECTION 88E(3) OF THE CONVEYANCING ACT, 1919 BY THE ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

TERMS OF RESTRICTION ON THE USE OF LAND

No means of access shall be constructed or be allowed to be constructed to or from the land the subject of the restriction onto the proposed controlled access road or freeway (partly comprising Lot 17 DP1052383) adjoining the land the subject of this restriction and no part or parts of the said land shall be used as a means of access to or from the proposed controlled access road or freeway without the written consent of the prescribed authority (which consent may be revoked at anytime by the prescribed authority at its discretion and the prescribed authority undertakes that if in the future it is necessary to revoke its consent to such access the prescribed authority will provide either an alternative consent access or access by a local public road). The restrictions shall cease to apply if the proposed controlled access road or freeway after having been declared a controlled access road or freeway under the Roads Act 1993, thereafter ceases to be such a controlled access road or freeway.

And for the purposes of this Restriction on the Use of Land the prescribed authority agrees to consent access at the following location:

1. Access 6 wide shall be permitted across the common boundary of Lot 17 DP 1052383 and Lot 10 DP 1052383, the centre point of such access being located 163.2m south east of the north western most extremity of that line which bears $162^{\circ} 31' 40''$ and measures 213.45.

(such distance to be known as consent access) to the intent that such consent access is an access by consent of the prescribed authority as provided for in Section 70(b) of the Roads Act 1993 to operate on and from the date of first proclamation of the controlled access road which occurs after the date of this restriction on use of land.



I certify that the Registered Proprietor of
the land who is personally known to me
or as to who's identity I am otherwise
satisfied signed this Application in my
presence:

..... *A Vinnicombe*
Arthur Vinnicombe

..... *L.J. Vinnicombe*
Linda June Vinnicombe

..... *[Signature]*
Signature of Witness

..... *David Lynch*
Name of Witness

..... *51146 VICTORIA ST. TAREE NSW.*
Address of Witness

I certify that an Authorised Officer of
the Prescribed Authority who is personally
known to me or as to whose identity I am
otherwise satisfied signed this Application
in my presence

..... *[Signature]*
Signature of Witness

..... *B.M. BLAKEMORE*
Name of Witness

..... *10 WATT ST
Newcastle*
Address of Witness

..... *[Signature]*
Signature of Authorised Officer

~~John Bennis~~ *Russell Dwyer*
Name of Authorised Officer

Manager Property Services
Position of Authorised Officer
Executed pursuant to delegation
Book 4238 No. 360

Form: 13RPA
Release:
www.lpi.nsw.gov.au

**RESTRICTION ON THE USE OF LA
BY A PRESCRIBED AUTHORITY**

New South Wales

Section 88E(3) Conveyancing Act 1919

AB174536E

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE

Lot 10 DP1052383 being part Folio 184/866925

(B) LODGED BY

Delivery Box 323	Name, Address or DX and Telephone Aus earth PL	CODE R
Reference:		

(C) REGISTERED PROPRIETOR

ARTHUR VINNICOMBE and LINDA JUNE VINNICOMBE

(D) LESSEE MORTGAGEE or CHARGE

Of the above land agreeing to be bound by this restriction

Interest	Number	Name of lessee, mortgagee or chargee
Mortgage	6675945	Commonwealth Bank of Australia

(E) PRESCRIBED AUTHORITY

Within the meaning of section 88E(1) of the Conveyancing Act 1919
ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

RUC

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 15 December 2004

(G) Execution by the prescribed authority

I certify that the authorised officer of the prescribed authority signing below who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:

Signature of an authorised officer:

Name of witness: BRIAN BLAKEMORE

Name of authorised officer: Russell Dwyer

Address of witness: 14 WATTS ST
NEWCASTLE

Position of authorised officer: Manager, Property Services

(G) Execution by the registered proprietor

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the Registered Proprietor.

Signature of witness:

Signature of Registered Proprietor:

Name of witness: DAN LYON

Address of witness:

5/146 Victoria St, Taree
NSW

(H) Consent of the mortgagee

The mortgagee under mortgage No. 6675945 agrees to be bound by this restriction. I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:

Signature of mortgagee:

Name of witness: TARA COATES

Address of witness:

150 George Street, Parramatta

NICK CEH
COMMONWEALTH BANK OF AUSTRALIA by its attorney who is MANAGER SETTLEMENTS for the being at Sydney and who is the attorney mentioned and referred to in Power of Attorney registered in the Land and Property Information Book 4297 No. 297

ANNEXURE "A"

THIS IS THE ANNEXURE "A" REFERRED TO IN THE APPLICATION MADE UNDER SECTION 88E(3) OF THE CONVEYANCING ACT, 1919 BY THE ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

TERMS OF RESTRICTION ON THE USE OF LAND

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And for the purposes of this Restriction on the Use of Land the prescribed authority agrees to consent access at the following location:

1. Access 6 wide shall be permitted across the common boundary of Lot 17 DP 1052383 and Lot 10 DP 1052383, the centre point of such access being located 163.2m south east of the north western most extremity of that line which bears 162° 31' 40" and measures 213.45.

(such distance to be known as consent access) to the intent that such consent access is an access by consent of the prescribed authority as provided for in Section 70(b) of the Roads Act 1993 to operate on and from the date of first proclamation of the controlled access road which occurs after the date of this restriction on use of land.



I certify that the Registered Proprietor of
the land who is personally known to me
or as to who's identity I am otherwise
satisfied signed this Application in my
presence:

.....*A Vinnicombe*.....
Arthur Vinnicombe

.....*L. J. Vinnicombe*.....
Linda June Vinnicombe

.....*[Signature]*.....
Signature of Witness

.....*Dave Lynch*.....
Name of Witness

.....*51146 VICTORIA ST. TAREE NSW.*.....
Address of Witness

I certify that an Authorised Officer of
the Prescribed Authority who is personally
known to me or as to whose identity I am
otherwise satisfied signed this Application
in my presence

.....*[Signature]*.....
Signature of Witness

.....*B.M. BLAKEMORE*.....
Name of Witness

.....*14 WATT ST
Newcastle*.....
Address of Witness

.....*[Signature]*.....
Signature of Authorised Officer

John Bennis Russell Dwyer
Name of Authorised Officer

Manager Property Services
Position of Authorised Officer
Executed pursuant to delegation
Book 4238 No. 360

Form: 13VP
Release: 1.1
www.lands.nsw.gov.au

**PROPERTY
VEGETATION
PLAN**

New South Wales
Section 31
Native Vegetation Act 2003



AF904235E

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) <u>TORRENS TITLE</u>	10//1052383		
(B) <u>LODGED BY</u>	<u>Document Collection Box</u>	<u>Name, Address or DX, Telephone, and Customer Account Number if any</u> Attention: Andrew Paget Hunter-Central Rivers Catchment Management Authority, Private Bag 2010 Paterson NSW 2421 Phone: 4930 1030 <u>Reference:</u>	<u>CODE</u> VP
(C) <u>REGISTERED PROPRIETOR</u>			
(D) <u>APPLICANT</u>	<u>CATCHMENT MANAGEMENT AUTHORITY:</u> Hunter-Central Rivers		
(E) <u>AGREEMENT</u>	<u>Property Vegetation Plan Agreement dated</u> 29/10/2010	<u>Abstract annexed hereto and marked</u> A	

The Director General of the Department of Environment and Climate Change or delegate hereby notifies the Registrar General that—

- the Minister administering the Native Vegetation Act 2003 has approved a Property Vegetation Plan affecting the above land,
- the parties to the plan have consented to the registration of the plan, and
- the relevant agreement is referred to above and an abstract of the agreement is annexed hereto,

and requests the Registrar General to record the plan on the relevant folio of the Register.

DATE 29/10/2010

- (F) I certify that the authorised officer of the applicant, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness:

Name of witness:

Glenn Lyons

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer of the applicant named below.

Signature of authorised officer:

Name of authorised officer:

FIONA MARSHALL

Position of authorised officer:

GENERAL MANAGER

ANNEXURE A



Notice of existence of a Property Vegetation Plan
Under the Native Vegetation Act 2003
9144 Pacific Highway
BULAHDELAH

A Property Vegetation Plan applies to the land described as Lot 10 of DP1052383, Parish of Nerong, County of Gloucester, Gloucester Shire Council.

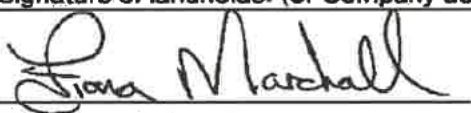
The Property Vegetation Plan:

- Provides for restoration / conservation of native vegetation with incentive funding.

The Property Vegetation Plan commences on: 29 Oct. 2010

The Property Vegetation Plan ends on: 15 YEARS after commencement date

The following persons/organisations are parties consenting to the registration of the Property Vegetation Plan No: NPV00123 in accordance with section 31 of the Native Vegetation Act 2003:

Katherine Ann Dorney	
Name of the Landholder (and Company if applicable)	Signature of landholder (or Company delegate)
<u>FIOWA MARSHALL</u>	
General Manager of the Hunter-Central Rivers Catchment Management Authority Delegate of the Minister for Climate Change and the Environment	Signature of Delegate
Notice of the Property Vegetation Plan sent to Mortgagee	Landholder to notify

For further information about the Property Vegetation Plan contact the Hunter-Central Rivers
Catchment Management Authority principle office on:
ADDRESS: 816 Tocal Road, Paterson, 2421 **PHONE :** (02) 4930 1030 **FAX :** (02) 4930 1013



MIDCOAST
council

2 Biripi Way | PO Box 482
Taree NSW 2430

PLANNING CERTIFICATE

Information provided pursuant to SCHEDULE 4 of the
Environment Planning and Assessment Regulation 2000

APPLICANT: Infotrack Pty Ltd
135 King Street, Level 8
SYDNEY NSW 2000

Certificate No: PC2022/2248

Certificate Date: 22/06/2022

Property: 9144 Pacific Highway BULAHDELAH NSW 2423

Title: Lot 10 DP 1052383

Land No: 636848

Applicant's Ref: 39988

IMPORTANT: Please read this certificate carefully.

The information provided in this certificate relates only to the land described above. If you need information about an adjoining property or nearby land, a separate certificate will be required.

All information provided is correct as at the date above. Please note, it is possible for changes to occur within a short time and we recommend you only rely upon a very recent certificate.

For more information on this Planning Certificate please contact our Customer Experience team on 02 7955 7777.

Adrian Panuccio
GENERAL MANAGER

SECTION 10.7(2)

The following matters relate to the land, as required by section 10.7(2) of the *Environmental Planning and Assessment Act (1979)* ("the Act") and clause 284 and Schedule 4 of the *Environmental Planning and Assessment Regulation 2000*.

ITEM 1 - Names of relevant planning instruments and Development Control Plans

1. *The following environmental planning instruments apply to the carrying out of development on the land:*

Local Environmental Planning Instrument

Great Lakes Local Environmental Plan 2014

State Environmental Planning Policies

State Environmental Planning Policy Biodiversity and Conservation 2021
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy Exempt and Complying Development Codes 2008
State Environmental Planning Policy Housing 2021
State Environmental Planning Policy Industry and Employment 2021
State Environmental Planning Policy Infrastructure 2007
State Environmental Planning Policy Koala Habitat Protection 2021
State Environmental Planning Policy Major Infrastructure Corridors 2020
State Environmental Planning Policy No 65—Design Quality of Residential Apartment Development
State Environmental Planning Policy Planning Systems 2021
State Environmental Planning Policy Precincts—Regional 2021
State Environmental Planning Policy Primary Production 2021
State Environmental Planning Policy Resilience and Hazards 2021
State Environmental Planning Policy Resources and Energy 2021
State Environmental Planning Policy Transport and Infrastructure 2021

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

2. *The following proposed environmental planning instruments apply to the carrying out of development on the land and are or have been the subject of community consultation or on public exhibition under the Environmental Planning and Assessment Act 1979:*

The following proposed environmental planning instruments apply to the land:

No proposed environmental planning instruments apply to the land.

Detailed information on draft environmental planning instruments is available at the NSW Department of Planning and Environment *Current LEP Proposals* website; or MidCoast Council's website.

Council has been notified that the following Draft State Environmental Planning Policy was placed on public exhibition and may affect land use planning and development in the MidCoast:

Department of Planning and Environment Employment Zones Reform — Standard Instrument (Local Environmental Plans) Order 2006 Amendment to replace Business (B) and Industrial (IN) zones with five new employment zones and three supporting zones in all standard local environmental plans, including Gloucester LEP 2010, Great Lakes LEP 2014 and Greater Taree LEP 2010 – exhibition 31/05/2022 to 12/07/2022

Aboriginal Lands SEPP amendment and Northern Beaches Aboriginal land Development Delivery Plan – exhibition 07/02/2022 to 21/03/2022

BASIX Higher Standards – exhibition 17/11/2021 to 28/02/2022

Infrastructure and Education SEPP amendments: Changes to definitions and assessment – exhibition 15/12/2021 to 11/02/2022

Infrastructure SEPP amendments: Changes to landscape rehydration infrastructure planning rules – exhibition 20/12/2021 to 28/02/2022

Infrastructure SEPP amendments: Electricity generating works or solar energy systems – exhibition 16/08/2021 to 13/09/2021

Infrastructure SEPP amendments: Telecommunications and other communication facilities – exhibition 16/08/2021 to 13/09/2021

Infrastructure Planning Rules – exhibition 20/12/2021 to 28/02/2022

Planning Amendments for Agriculture – exhibition 09/03/2021 to 19/04/2021

North Tuncurry Urban Release Area: State Environmental Planning Policy Amendment to Great Lakes LEP 2014 – exhibition 02/05/2022 to 17/6/2022

The Fun SEPP – exhibition 29/10/2021 to 30/11/2021

Information on the draft State Environmental Planning Policies listed in this certificate is available on the Department of Planning and Environment Have Your Say webpage for Draft Plans and policies.

Detailed information on draft State Environmental Planning Policies are available at the NSW Department of Planning and Environment website.

3. *The following development control plans apply to the carrying out of development on the land:*

Great Lakes Development Control Plan 2014

ITEM 2 – Zoning and land use under relevant Local Environmental Plans

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 Policies)

1. (a)-(d) Zoning details in the instruments identified in ITEM 1(1) above

Zone RU2 Rural Landscape - (Great Lakes LEP 2014)

1 Objectives of zone

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- To maintain the rural landscape character of the land.
- To provide for a range of compatible land uses, including extensive agriculture.
- To provide for rural tourism in association with the primary industry capability of the land which is based on the rural attributes of the land.
- To secure a future for agriculture in the area by minimising the fragmentation of rural land and loss of potential agricultural productivity.

2 Permitted without consent

Extensive agriculture; Home occupations

3 Permitted with consent

Agriculture; Airports; Airstrips; Animal boarding or training establishments; Aquaculture; Backpackers' accommodation; Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cellar door premises; Cemeteries; Centre-based child care facilities; Charter and tourism boating facilities; Community facilities; Crematoria; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Extractive industries; Farm buildings; Farm stay accommodation; Flood mitigation works; Forestry; Hazardous storage establishments; Helipads; Heliports; Home-based child care; Home businesses; Hotel or motel accommodation; Industrial training facilities; Industries; Information and education facilities; Jetties; Kiosks; Landscaping material supplies; Marinas; Mooring pens; Moorings; Neighbourhood shops; Offensive storage establishments; Open cut mining; Places of public worship; Plant nurseries; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Restaurants or cafes; Roads; Roadside stalls; Rural industries; Rural supplies; Secondary dwellings; Sewerage systems; Signage; Timber yards; Transport depots; Truck depots; Veterinary hospitals; Water recreation structures; Water supply systems; Wharf or boating facilities

4 Prohibited

Any development not specified in item 2 or 3

Detailed information on the land zone mapping is available at the NSW Department of Planning and Environment ePlanning Spatial Viewer website; or MidCoast Council's website.

Note: Please be advised that waterways move over time. Consequently, if the property is affected by Zone W1 (Natural Waterways) or W2 (Recreational Waterways), or within close proximity to this zone, a surveyor may need to undertake a survey to ascertain the current property boundaries.

Additional permitted uses

No environmental planning instrument applies additional permitted use provisions to this land.

Note: Detailed information on the local environmental plan is available at NSW Legislation – Inforce legislation.

(e) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?

Yes, Clause 4.2A Erection of dwelling houses on land in certain rural and environment protection zones of the local environmental plan applies a development standard, which fixes a minimum land dimension for the erection of a dwelling.

(f) Does the land include or comprise critical habitat?

No, the land does not include or comprise critical habitat.

(g) Is the land within a conservation area?

Note: excluding conservation areas otherwise identified under Item 9A – biodiversity certified land; Item 10 – biodiversity stewardship site; Item 10A – Native vegetation clearing set asides; or Item 12 – Property vegetation plans.

No, the land is not identified as being within a conservation area.

(h) Is there an item of environmental heritage on the land?

No environmental planning instrument identifies an item of environmental heritage on the land.

Note: An item of environmental heritage, namely Aboriginal heritage, listed on the Aboriginal Heritage Information Management System (AHIMS), may be situated on the land. The Department of Planning and Environment, Biodiversity and Conservation Division.

2. (a)-(d) Zoning details in any draft instruments identified in ITEM 1(2) above

The following proposed environmental planning instruments apply to the land and propose a change to the land zone or land uses that are allowed on the land:

Employment Zones Reform

Planning Authority: Department of Planning and Environment

Standard Instrument (Local Environmental Plans) Order 2006 Amendment to replace Business (B) and Industrial (IN) zones with five new employment zones and three supporting zones in all standard local environmental plans, including Gloucester LEP 2010, Great Lakes LEP 2014 and Greater Taree LEP 2010.

A limited number of additional sites have also been identified for rezoning to one of the new employment or supporting zones, based on the findings and recommendations of the adopted MidCoast Council Employment Zones Review and Manning Health/Taree CBD Precinct Plan.

Exhibition of this proposed environmental planning instrument occurred between 31 May to 12 July 2022.

(e) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?

No proposed environmental planning instruments include a development standard to fix a minimum land dimension for the erection of a dwelling house on the land.

(f) Does the land include or comprise critical habitat?

No proposed environmental planning instruments include or comprise critical habitat on the land.

(g) Is the land within a draft conservation area (however described)?

Note: excluding conservation areas otherwise identified under Item 9A – biodiversity certified land; Item 10 – biodiversity stewardship site; Item 10A – Native vegetation clearing set asides; or Item 12 – Property vegetation plans.

No proposed environmental planning instrument identifies the land as being within a draft conservation area.

(h) Is there a draft item of environmental heritage situated on the land?

No proposed environmental planning instrument identifies a draft item of environmental heritage on the land.

ITEM 2A - Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

The land is not located within a Sydney Regional Growth Centre.

ITEM 3 – Complying Development Exclusions

(1) The extent to which complying development may be carried out on the land, under clauses 1.17A(1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

The following Complying Development Codes *may* allow complying development to be carried out on land in the following land uses zones:

- Complying Development under **(Part 3) Housing Code** may be carried out on land within the following zones: R1 General Residential; R2 Low Density Residential; R3 Medium Density Residential; R4 High Density Residential; RU5 Village.
- Complying Development under **(Part 3A) Rural Housing Code** may be carried out on land within the following zones: R5 Large Lot Residential; RU1 Primary Production; RU2 Rural Landscape; RU3 Forestry; RU4 Primary Production Small Lots; RU6 Transition.
- Complying Development under **(Part 3B) Low Rise Housing Diversity code** may be carried out on land within the following zones: R1 General Residential; R2 Low Density Residential; R3 Medium Density Residential; RU5 Village.
- Complying Development under **(Part 3C) Greenfield Housing Code** may be carried out on land within the following zones: R1 General Residential; R2 Low Density Residential; R3 Medium Density Residential; R4 High Density Residential; RU5 Village.

- Complying Development under **(Part 3D) Inland Code** does not apply to land within the MidCoast local government area.
 - Complying Development under **(Part 4) Housing Alterations Code** may be carried out on land within any zone.
 - Complying Development under **(Part 4A) General Development Code** may be carried out on land within any zone.
 - Complying Development under **(Part 5) Industrial and Business Alterations Code** may be carried out on land within any zone.
 - Complying Development under **(Part 5A) Industrial and Business Buildings Code** may be carried out on land within the following zones: B1 Neighbourhood Centre; B2 Local Centre; B3 Commercial Core; B4 Mixed Use; B5 Business Development; B6 Enterprise Corridor; B7 Business Park; B8 Metropolitan Centre; IN1 General Industrial; IN2 Light Industrial; IN3 Heavy Industrial; IN4 Working Waterfront; SP3 Tourist.
 - Complying Development under **(Part 5B) Container Recycling Facilities Code** may be carried out on land within the following zones: B1 Neighbourhood Centre; B2 Local Centre; B3 Commercial Core; B4 Mixed Use; B5 Business Development; B6 Enterprise Corridor; B7 Business Park; B8 Metropolitan Centre; IN1 General Industrial; IN2 Light Industrial; IN3 Heavy Industrial; IN4 Working Waterfront; SP3 Tourist.
 - Complying Development under the **(Part 6) Subdivisions Code** may be carried out on land within any zone.
 - Complying Development under the **(Part 7) Demolition Code** may be carried out on land within any zone.
 - Complying Development under the **(Part 8) Fire Safety Code** may be carried out on land within any zone.
- (2) ***The extent to which complying development may not be carried out on the land because of the provisions of Clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the Policy and the reasons why it not be carried out under those clauses.***

The land is identified as 1.19(1)(c) as being Class 1, 2, 2a or 2b on an Acid Sulfate Soils map, therefore Complying Development under the following Complying Development Codes may not be undertaken on the land:

(Part 3) Housing Code
(Part 3A) Rural Housing Code
(Part 3B) Low Rise Housing Diversity Code
(Part 3C) Greenfield Housing Code

The land is identified as 1.19(5)(c) as being Class 1, 2, 2a or 2b on an Acid Sulfate Soils map, therefore Complying Development under the following Complying Development Codes may not be undertaken on the land:

(Part 5A) Industrial and Business Buildings Code

The land is identified as being subject to 1.19(1)(d) a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 or a property vegetation plan approved under the Native Vegetation Act 2003, therefore Complying Development under the following Complying Development Codes may not be undertaken on the land:

(Part 3) Housing Code
(Part 3A) Rural Housing Code
(Part 3B) Low Rise Housing Diversity Code
(Part 3C) Greenfield Housing Code

The land is identified as being subject to 1.19(5)(e) a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 or a property vegetation plan approved under the Native Vegetation Act 2013, therefore Complying Development under the following Complying Development Code may not be undertaken on the land:

(Part 5A) Industrial and Business Buildings Code

The land is identified as within 1.19(1)(e)(v) an environmental planning instrument protected area - Great Lakes LEP 2014 (7.8) Wetlands, therefore Complying Development under the following Complying Development Codes may not be undertaken on the land:

(Part 3) Housing Code
(Part 3A) Rural Housing Code
(Part 3B) Low Rise Housing Diversity Code
(Part 3C) Greenfield Housing Code

The land is identified as within 1.19(5)(f)(v) an environmental planning instrument protected area - Great Lakes LEP 2014 (7.8) Wetlands, therefore Complying Development under the following Complying Development Codes may not be undertaken on the land:

(5A) Industrial and Business Buildings Code

The land is identified in whole or part as 1.17A(1)(e) within an environmentally sensitive area (c), land identified as coastal wetlands on the Coastal Wetlands and Littoral Rainforest Area map (within the meaning of State Environmental Planning Policy (Coastal Management) 2018, or (f) land within 100 metres of land to which paragraph (c), (d) or (e) applies, therefore Complying Development under the following Complying Development Codes may not be undertaken on the land:

(Part 3) Housing Code
(Part 3A) Rural Housing Code
(Part 3B) Low Rise Housing Diversity Code
(Part 3C) Greenfield Housing Code
(Part 4) Housing Alterations Code
(Part 4A) General Development Code
(Part 5) Industrial and Business Alterations Code
(Part 5A) Industrial and Business Buildings Code
(Part 5B) Container Recycling Facilities Code
(Part 6) Subdivisions Code
(Part 7) Demolition Code
(Part 8) Fire Safety Code

Note: This information needs to be read in conjunction with the whole of the State Environment Planning Policy. If an identification, restriction or characteristic of land referred to above is not located on or does not comprise, the whole of the relevant land, complying development may be carried out on any part of the land not so identified, restricted or characterised.

Note: Information regarding whether the property is affected by flood related development controls or is bushfire prone land is identified in other sections of this certificate. If your property is identified as being impacted by bushfire or flooding, a specific technical assessment of these issues will be required as part of any Complying Development Certificate application under the State Environment Planning Policy, or a development application for any other type of development requiring consent from Council.

Note: Despite any references above advising that Complying Development may be undertaken on the land, certain Complying Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environment Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environment Planning Policy in detail to ensure that specific types of complying development may be undertaken on the land.

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

Council does not have sufficient information on the following matters, to confirm the extent to which complying development may or may not be carried out on the site.

1.17A(1) Requirements for complying development for all environmental planning instruments:

- (c) land that is, or is part of, a wilderness area (within the meaning of the *Wilderness Act 1987*), or
- (d) (i) land that comprises an item that is listed on the State Heritage Register under the *Heritage Act 1977* or on which such an item is located, or
- (d) (ii) land subject to an interim heritage order under that Act or on which is located an item that is so subject, or
- (e) land within an environmentally sensitive area.
Cl.1.5 Interpretation – general
environmentally sensitive area means any of the following—
 - (g) land identified in this or any other environmental planning instrument as being of high Aboriginal cultural significance or high biodiversity significance.
- (e) land within an environmentally sensitive area.
Cl.1.5 Interpretation – general
environmentally sensitive area means any of the following—
 - (i) land reserved or dedicated under the *Crown Land Management Act 2016* for the preservation of flora, fauna, geological formations or for other environmental protection purposes.
- (e) land within an environmentally sensitive area.
Cl.1.5 Interpretation – general
environmentally sensitive area means any of the following—
 - (j) land identified as being critical habitat under the *Threatened Species Conservation Act 1995* or Part 7A of the *Fisheries Management Act 1994*.

1.17A(3) Requirements for complying development for all environmental planning instruments:

If an item listed on the State Heritage Register is not located on, or does not comprise, the whole of the relevant land, subclause (1)(d) applies only to the part of the land that is described and mapped on that register.

1.17A(4) Requirements for complying development for all environmental planning instruments:

If an item not listed on the State Heritage Register but identified as an item of environmental heritage in an environmental planning instrument does not comprise, or is not located on, the whole of the relevant land, subclause (1)(d) applies only to the part of the land that is described and mapped on that instrument.

1.19(1) Specific land exemptions for Housing Code, Inland Code, Low Rise Housing Diversity Code, Rural Housing Code and Greenfield Housing Code

(b) reserved for a public purpose by an environmental planning instrument, or

(e) identified by an environmental planning instrument as being—

- (ii) within a river front area, or
- (iii) within an ecologically sensitive area, or

(i) declared to be a special area under the Water NSW Act 2014, or

(j) unsewered land—

(ii) in any other drinking water catchment identified in any other environmental planning instrument.

1.19(4) Specific land exemptions for Housing Alterations Code and General Development Code

To be complying development specified for the Housing Alterations Code or the General Development Code, the development must not be carried out on unsewered land—

(b) in any other drinking water catchment identified in any other environmental planning instrument.

1.19(5) Specific land exemptions for Industrial and Business Buildings Code

(b) land that is reserved for a public purpose in an environmental planning instrument, or

(f) land identified by an environmental planning instrument as being—

- (ii) within a river front area, or
- (iii) within an ecologically sensitive area, or

(i) unsewered land—

- (ii) in any other drinking water catchment identified in any other environmental planning instrument.

For further information on complying development, please refer to the Department of Planning and Environment.

ITEM 4 – (Repealed)

ITEM 4A – (Repealed)

ITEM 4B – Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

Has the owner (or any previous owner) of the land consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?

No, the land is not subject to annual charges under the Local Government Act 1993 for coastal protection works.

ITEM 5 – Mine subsidence

Is the land proclaimed to be in a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017?

No, the land is not in a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.

ITEM 6 – Road widening and road realignment

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

(a) the Roads Act 1993, Part 3, Division 2, or

No, Council has not been notified that the land is affected by road widening or realignment under the Roads Act 1993, Part 3, Division 2.

(b) an environmental planning instrument, or

No, the land is not identified as being affected by a proposed road widening or realignment in the local environmental plan.

(c) a resolution of the council.

No, the land is not identified by a resolution of Council as being affected by a proposed road widening or realignment.

Note: This item relates to Council's road proposals only. Other authorities, including the NSW Roads and Traffic Authority may have road widening proposals.

ITEM 7 – Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy—

- (a) adopted by the council, or
- (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils or any other risk (other than flooding).

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, subsidence or salinity.

Council **does have** adopted policies or has been notified of adopted policies of another public authority on matters relating to the risk of bushfire; acid sulfate soils; contamination; aircraft noise; flooding; tidal inundation; sea level rise; and coastal hazards.

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

The land is identified in the local environmental plan as Acid Sulfate Soils - Class 1, 2, 2a and 2b. The identification of acid sulfate soils and the policy for management of these lands is applied by the NSW Department of Planning and Environment through the Standard Instrument Principal Local Environmental Plan.

The land is identified as bushfire prone land and therefore development is restricted by the NSW Rural Fire Services policies relating to development on bushfire prone land. Additional information on this hazard restriction can be obtained from the NSW Rural Fire Service website.

Note: The identification of land as not being affected by coastal hazards does not mean that the land is not, or may not be, affected by coastal hazards now or in the future, or that the land will not in the future be subject to coastal hazard related development controls, as additional data and information regarding the land become available.

ITEM 7A – Flood related development controls information

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

Yes, the land in whole or part is affected by flood related development controls.

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

No, the land in whole or part is not subject to flood related development controls associated with an identified Probable Maximum Flood (PMF) within an adopted Council policy or environmental planning instrument.

Note: The information provided in Item 7A is based on the data and information presently available to the Council and on development controls in force as at the date of this certificate. The identification of land as not being subject to flood related development controls does not mean that the land is not, or may not be, subject to flooding or that the land will not in the future be subject to flood related development controls, as additional data and information regarding the land become available.

Details relating to flood risk and flood planning levels may be provided on a Flood Level Certificate. The application form is available in the Forms Library on Council's website.

ITEM 8 – Land reserved for acquisition

Is there an environmental planning instrument, or proposed environmental planning instrument referred to in clause 1 which 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?

No, the land is not identified in the Land Reserved for Acquisition map of the local environmental plan or a draft environmental planning instrument.

ITEM 9 – Contributions plans

The name of each contributions plan applying to the land:-

Great Lakes - Open Space Rural Districts Plan 2015

Great Lakes - Rural Road - Bulahdelah Stroud 2015

Great Lakes Wide Contributions Plan 2015

Note: In addition to the above developer contribution plans, Development Servicing Plans for water and sewer connection may be applicable, attracting additional contributions for the development, particularly where development will connect to water and/or sewer services.

ITEM 9A - Biodiversity certified land

Is the land biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016 (including land certified under Part 7AA of the Threatened Species Conservation Act 1995)?

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

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

ITEM 10 – Biodiversity stewardship sites

Has Council been notified by the Chief Executive of the Office of Environment and Heritage that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 (including biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995)?

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

No, Council has not been notified that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016, Part 5*.

ITEM 10A – Native vegetation clearing set asides

Under section 60ZC of the Local Land Service Act 2013, has Council been notified by Local Land Services (or is it registered in the public register under that section) that the land contains a set aside area?

No, Council has not been notified that the land contains a native vegetation clearing set asides site.

ITEM 11 – Bush fire prone land

The land is identified as being within a bushfire prone area (either whole or part).

Note: In accordance with the Environmental Planning and Assessment Act 1979, bush fire prone land, in relation to an area, means land recorded for the time being as bush fire prone land on a bush fire prone land map for the area. This mapping is subject to periodic review. Additional mapping information is available on Council's website via the Online Mapping tool.

Note: Further details of any applicable restrictions on development of the land associated with Bushfire Prone Land may be obtained by consulting with Council or reviewing the guideline *Planning for Bushfire Protection 2019* (as amended from time to time) available on the NSW Rural Fire Service website.

Note: The identification of land as not being bushfire prone does not mean that the land is not, or may not be, affected by bushfire or that the land will not in the future be subject to bushfire related development controls, as additional data and information regarding the land become available.

ITEM 12 – Property vegetation plans

Has Council been notified (by the person or body that approved the plan) of the existence of a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applying to the land?

Yes, Council has been advised that a Property Vegetation Plan under Part 4 of the *Native Vegetation Act 2003*, applies to this land and is in force. Detailed information on the *Native Vegetation Act 2003* is available on the NSW legislation website.

ITEM 13 – Orders under Trees (Disputes Between Neighbours) Act 2006

Has Council been notified that 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?

No, Council has not been notified of an order under the *Trees (Disputes Between Neighbours) Act 2006* that affects the subject land.

ITEM 14 – Directions under Part 3A

Is there a direction by the Minister in force under section 75P (2) (c1) of the Environmental Planning and Assessment Act 1979 that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect?

No, there is no direction by the Minister in force under section 75P (2) (c1) of the *Environmental Planning and Assessment Act 1979*, that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, applying to the land.

ITEM 15 – Conditions for seniors housing

If State Environment Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, a statement setting out terms of a kind referred to in the Policy, clause 88(2) that have been imposed as a condition of development consent granted after 11 October in relation to the land.

No, Council is not aware of a condition of consent being imposed in terms of a kind referred to in Chapter 3, Part 5 clause 88(2) of the *State Environment Planning Policy (Housing) 2021* in respect of development on the land.

ITEM 16 – Site compatibility certificates for infrastructure, schools or TAFE establishments

Has a valid site compatibility certificate (infrastructure) or a site compatibility certificate (schools or TAFE establishments), of which the Council is aware, been issued?

No, Council is not aware of a site compatibility verification certificate for infrastructure, schools or TAFE establishments on the land.

ITEM 17 – Site compatibility certificates and conditions for affordable rental housing

1. Has a current site compatibility certificate (affordable rental housing), of which the Council is aware, been issued in respect of proposed development on the land?

No, Council is not aware of a site compatibility verification certificate for affordable rental housing on the land.

2. *If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, a statement setting out terms of a kind referred to in the Policy, clause 21(1) or 40(1) that have been imposed as a condition of development consent in relation to the land.*

No, Council is not aware of a condition being imposed in terms of a kind referred to in Chapter 2, Part 2, Division 1 or 5 Clause 21(1) or 40(1) of the State Environmental Planning Policy (Housing) 2021 in respect of development on the land.

ITEM 18 – Paper subdivision information

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

No, an adopted development plan does not apply to the land.

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

A subdivision order does not apply to the land.

ITEM 19 – Site verification certificates

Has Council been made aware of a current site verification certificate that has been issued in respect of the land?

No, Council is not aware of a current site verification certificate that applies to the land.

ITEM 20 – Loose – fill asbestos insulation

Has Council been notified that the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division?

No, Council has not been notified that the land is identified on the register of residential premises under Division 1A of Part 8 of the Home Building Act 1989.

ITEM 21 – Affected building notices and building product rectification orders

1. Is any affected building notice in force in respect of the land?

No, Council is not aware of any affected building notice is in force on the land.

2. Is any building product rectification order in force in respect of the land that has not been fully complied with?

No, Council is not aware of any building product rectification order is in force on the land that has not been fully complied with.

3. **Has a notice of intention to make a building product rectification order been given in respect of that land that is outstanding?**

No, Council is not aware of any notice of intention to make a building product rectification order on the land which is outstanding.

ITEM 22 – State Environmental Planning Policy (Western Sydney Aerotropolis) 2020

The land is not located within the Western Sydney Aerotropolis.

NOTE 1 – Matters arising under the Contaminated Land Management Act 1997

Section 59(2) of the Contaminated Land Management Act 1997 prescribes the following additional matters to be specified in planning certificates:-

(a) ***At the date of this certificate, is the land (or part of the land) to which this certificate relates significantly contaminated land?***

No, the land is not declared to be significantly contaminated land under Part 3 of the Contaminated Land Management Act 1997 at the date of issue of the certificate.

(b) ***At the date of this certificate, is the land to which this certificate relates subject to a management order?***

No, the land is not subject to a management order within the meaning of the Contaminated Land Management Act 1997 at the date of issue of the certificate.

(c) ***At the date of this certificate, is the land to which this certificate relates the subject of an approved voluntary management proposal?***

No, the land is not subject to an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997 at the date of issue of the certificate.

(d) ***At the date of this certificate, is the land to which this certificate relates subject to an ongoing maintenance order?***

No, the land is not subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997 at the date of issue of the certificate.

(e) ***At the date of this certificate, is the land to which this certificate relates the subject of a site audit statement and a copy of such a statement has been provided to the Council?***

No, Council has not been provided with a site audit statement that applies to the land within the meaning of the Contaminated Land Management Act 1997 at the date of issue of the certificate.

Note: The terms referred to above are defined in sections 11, 14, 17 and 28 of the Contaminated Land Management Act 1997.

GENERAL INFORMATION

The absence of any reference to a matter affecting the land shall not imply that the land is not affected by that matter not referred to in this certificate.

Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 4 of the Environmental Planning and Assessment Regulation 2000 and is provided only to the extent that the Council has been notified by the Department of Planning and Environment.

Any enquiries regarding State and Regional Environmental Planning Policies should be directed to the Department of Planning and Environment's website.

Please contact Council's Customer Service team for further information about this Planning Certificate.

Adrian Panuccio
GENERAL MANAGER

BOX 1026Y
(AK791078)



NEW SOUTH WALES
CERTIFICATE OF TITLE
WATER MANAGEMENT ACT, 2000



WAL TITLE REFERENCE WAL37965	
EDITION 2	DATE OF ISSUE 28/9/2016
CERTIFICATE AUTHENTICATION CODE TG6S-Z2-X2RT	

This certificate is issued under s87B of the Water Management Act, 2000.



WARNING NOTE: INFORMATION ON THIS REGISTER IS NOT GUARANTEED

TENURE TYPE: CONTINUING

HOLDER(S)

(DW AK607596)

ENCUMBRANCES

1. SECURITY INTERESTS IN THE WATER ENTITLEMENT REPLACED BY THIS ACCESS LICENCE THAT WERE REGISTERED OR CAPABLE OF BEING REGISTERED WITH LPI OR ASIC BEFORE THE COMMENCEMENT DATE OF THIS LICENCE 1/7/2016 MAY BE RECORDED ON THIS LICENCE WITHIN THREE YEARS FROM THE COMMENCEMENT DATE. SEE NOTES.
2. OWNERSHIP OR THIRD PARTY INTERESTS REGISTERED UNDER THE REAL PROPERTY ACT 1900 OR THE CORPORATIONS ACT 2001 MAY BE UNRESOLVED. PENDING RESOLUTION, DEALINGS MAY NOT BE REGISTERED. REFER TO NSW OFFICE OF WATER. FOR POSSIBLE INTERESTS RECORDED UNDER THE REAL PROPERTY ACT 1900 IT IS ADVISED TO SEARCH 10/1052383.
3. TERM TRANSFER: NIL

ACCESS LICENCE DETAILS

CATEGORY: AQUIFER

SHARE COMPONENT:

SHARE - 35 UNITS
WATER SOURCE - GREAT LAKES COASTAL SANDS GROUNDWATER SOURCE
WATER SHARING PLAN - NORTH COAST COASTAL SANDS GROUNDWATER SOURCES
2016

EXTRACTION COMPONENT:

TIMES/RATES/CIRCUMSTANCES - SUBJECT TO THE CONDITIONS OF THE WATER
ACCESS LICENCE
EXTRACTION FROM - AQUIFER
EXTRACTION ZONE - WHOLE WATER SOURCE

NOMINATED WORKS:

WORK APPROVAL NUMBER(S) - 20WA218652
INTERSTATE TAGGING ZONE - NIL

CONDITIONS

LICENCE CONDITIONS FORM A PART OF THIS LICENCE AND AFFECT THE SHARE AND EXTRACTION COMPONENTS. CONDITION STATEMENTS ARE AVAILABLE FROM THE NSW OFFICE OF WATER (NOW).

END OF PAGE 1 CONTINUED OVER

ANY ATTEMPT TO ALTER THIS CERTIFICATE COULD RESULT IN HEAVY FINES OR IMPRISONMENT (S 111 REAL PROPERTY ACT)



NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C - Swimming Pools Act 1992

Pool No:	fa2ffe5f
Property Address:	9144 PACIFIC HIGHWAY BULAHDELAH
Date of Registration:	12 October 2022
Type of Pool:	A spa pool
Description of Pool:	In deck

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

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

Please remember:

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

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

This is NOT a Certificate of Compliance

NSW SWIMMING POOL REGISTER

Certificate of Compliance

Section 22D - Swimming Pools Act 1992

Pool No:	fa2ffe5f
Property Address:	9144 PACIFIC HIGHWAY BULAHDELAH
Expiry Date:	21 October 2025
Issuing Authority:	Joshua Smith - Registered Certifier - bdc3353

Restricted by S20 Exemption: the spa pool must be covered and secured by a lockable child-resistant structure at all times when the spa pool is not in actual use.

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

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

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

Please remember:

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