

Contract for the sale and purchase of land - 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	OSBORN GEORGE 20a William Street RAYMOND TERRACE NSW 2324 Email: joel.osborn@osborngeorge.com.au	phone 0432 566 245 fax ref Joel Osborn
co-agent	Not Applicable	phone fax ref
vendor		
vendor's solicitor	MARSDENS LAW GROUP Level 1, 49 Dumaresq Street, Campbelltown NSW 2560 PO Box 291, Campbelltown NSW 2560 Email: sfoley@marsdens.net.au	phone (02) 4626 5077 fax (02) 4626 4826 ref PC:MS1:459420
date of completion	See Special Condition 15 (clause 15)	
Land (address, plan details and title reference)	12 ALICE STREET, KARUAH NSW 2324 Registered Plan: Lot 2 in Deposited Plan 656991 Folio Identifier 2/656991	
improvements	☒ VACANT POSSESSION ☐ subject to existing tenancies ☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: vacant land	
attached copies	☒ documents in the List of Documents as marked or 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	☐ air conditioning	☐ clothes line	☐ fixed floor coverings	☐ range hood
	☐ blinds	☐ curtains	☐ insect screens	☐ solar panels
	☐ built-in wardrobes	☐ dishwasher	☐ light fittings	☐ stove
	☐ ceiling fans	☐ EV charger	☐ pool equipment	☐ TV antenna
	☐ other:			
exclusions				
purchaser				
purchaser's				
☐ solicitor				phone
☐ conveyancer				fax
				ref
price	\$			
deposit	\$			(10% of the price, unless otherwise stated)
balance	\$			
contract date				(if not stated, the date this contract was made)

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER												
Signed by _____ Vendor _____ Vendor	Signed by _____ Purchaser _____ Purchaser												
VENDOR (COMPANY)	PURCHASER (COMPANY)												
Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: <table border="0"> <tr> <td>_____ Signature of authorised person</td> <td>_____ Signature of authorised person</td> </tr> <tr> <td>_____ Name of authorised person</td> <td>_____ Name of authorised person</td> </tr> <tr> <td>_____ Office held</td> <td>_____ Office held</td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held	Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: <table border="0"> <tr> <td>_____ Signature of authorised person</td> <td>_____ Signature of authorised person</td> </tr> <tr> <td>_____ Name of authorised person</td> <td>_____ Name of authorised person</td> </tr> <tr> <td>_____ Office held</td> <td>_____ Office held</td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held
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_____ Office held	_____ Office held												

Choices

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

Nominated Electronic Lodgment Network ELN (clause 4) PEXA

Manual transaction (clause 30) ☒ NO ☐ yes

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

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

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

Land tax is adjustable ☒ NO ☐ yes

GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

List of Documents

General ☒ 1 property certificate for the land ☒ 2 plan of the land ☐ 3 unregistered plan of the land ☐ 4 plan of land to be subdivided ☐ 5 document that is to be lodged with a relevant plan ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 ☐ 7 additional information included in that certificate under section 10.7(5) ☒ 8 sewerage infrastructure location diagram (service location diagram) ☒ 9 sewerage lines location diagram (sewerage service diagram) ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract ☐ 11 <i>planning agreement</i> ☐ 12 section 88G certificate (positive covenant) ☐ 13 survey report ☐ 14 building information certificate or building certificate given under <i>legislation</i> ☐ 15 occupation certificate ☐ 16 lease (with every relevant memorandum or variation) ☐ 17 other document relevant to tenancies ☐ 18 licence benefiting the land ☐ 19 old system document ☐ 20 Crown purchase statement of account ☐ 21 building management statement ☒ 22 form of requisitions ☐ 23 <i>clearance certificate</i> ☐ 24 land tax certificate Home Building Act 1989 ☐ 25 insurance certificate ☐ 26 brochure and warning ☐ 27 evidence of alternative indemnity cover Swimming Pools Act 1992 ☐ 28 certificate of compliance ☐ 29 evidence of registration ☐ 30 relevant occupation certificate ☐ 31 certificate of non-compliance ☐ 32 detailed reasons of non-compliance	Strata or community title (clause 23 of the contract) ☐ 33 property certificate for strata common property ☐ 34 plan creating strata common property ☐ 35 strata by-laws ☐ 36 strata development contract or statement ☐ 37 strata management statement ☐ 38 strata renewal proposal ☐ 39 strata renewal plan ☐ 40 leasehold strata – lease of lot and common property ☐ 41 property certificate for neighbourhood property ☐ 42 plan creating neighbourhood property ☐ 43 neighbourhood development contract ☐ 44 neighbourhood management statement ☐ 45 property certificate for precinct property ☐ 46 plan creating precinct property ☐ 47 precinct development contract ☐ 48 precinct management statement ☐ 49 property certificate for community property ☐ 50 plan creating community property ☐ 51 community development contract ☐ 52 community management statement ☐ 53 document disclosing a change of by-laws ☐ 54 document disclosing a change in a development or management contract or statement ☐ 55 document disclosing a change in boundaries ☐ 56 information certificate under Strata Schemes Management Act 2015 ☐ 57 information certificate under Community Land Management Act 2021 ☐ 58 disclosure statement – off the plan contract ☐ 59 other documents relevant to off the plan contract Other ☐ 60 Other: Not Applicable
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HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

CERTIFICATE

I,

.....

of

.....

certify as follows:-

- (a) I am a Solicitor/Conveyancer currently admitted to practice in New South Wales.
- (b) I am giving this Certificate in accordance with S66W of the Conveyancing Act 1919 with reference to a contract for the sale of property referred to in the Schedule from the vendor to the purchaser in order that there be no cooling off period in relation to that contract.
- (c) I do not act for the Vendor and am not employed in the legal practice of a Solicitor acting for the Vendor nor am I a member or employee of a firm of which a Solicitor acting for the Vendor is a member or employee.
- (d) I have explained to the purchaser
 - (i) the effect of the contract for the purchase of that property;
 - (ii) the nature of this certificate;
 - (iii) the effect of giving this certificate to the vendor.

SCHEDULE

PROPERTY: 12 Alice Street, Karuah

VENDOR:

PURCHASER:

PRICE: \$

DATED:

.....

Solicitor/Conveyancer For The Purchaser

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • 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> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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 vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

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Special Conditions

1 Definitions & Interpretation

1.1 Interpretation

In the event of any inconsistency between the terms of these Special Conditions and the Printed Clauses these Special Conditions will apply to the extent of any inconsistency, including with respect to any defined terms.

1.2 Amendments to Printed Clauses

The Printed Clauses are amended as follows:

- (1) Printed Clause 4.3 is amended by deleting the words “using the nominated ELN, unless the parties otherwise agree” with the words “using Property Exchange Australia Limited (PEXA) as the nominated ELN.”
- (2) Printed Clause 7.1.1 is deleted.
- (3) In Printed Condition 7.1.3 replace the words “14 days” with the words “7 days”.
- (4) Printed Clause 8.1.1 is amended by deleting the words “on reasonable grounds”.
- (5) Printed Clause 8.1.2 is amended by deleting the words “and those grounds”.
- (6) Printed Clauses 10.1.8 and 10.1.9 is amended by replacing the word “substance” with the word “existence”.
- (7) Printed Clause 14.4.2 is deleted.
- (8) Printed Clause 20.6.8 is deleted.
- (9) Printed Clause 4.8 and 30.4 are deleted and replaced with:

“The Purchaser acknowledges that it is a fundamental condition of this Contract that the Vendor will transfer title only to the Purchaser. The Purchaser is not entitled to require the Vendor to transfer the Property by direction to another person, including but not limited to, a subsequent purchaser from the Purchaser. The Purchaser may not make any Claim in relation to anything contained in this clause.”

1.3 Definitions

The following definitions apply to terms used in these Special Conditions:

Authority

means (as appropriate) any:

- (1) federal, state or local government;
- (2) department of any federal, state or local government;
- (3) any court or administrative tribunal; or
- (4) statutory corporation or regulatory body.

Claim

means:

- (1) any claim, allegation, action, demand, cause of action, suit, proceeding, judgment, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law,

	in equity, under statute or otherwise; or
	(2) a party doing any of the following in relation to this Contract or any matter arising from it:
	(a) seeking to rescind this Contract;
	(b) seeking to delay Completion; or
	(c) taking, making or raising any objection or requisition or claim for loss, damage or compensation or other relief.
Completion	means completion of this Contract.
Completion Date	means the date as set out in the Particulars.
Contract	means this contract.
Deposit	means the deposit payable under this Contract as set out in the Particulars.
Encumbrance	means an interest or power:
	(1) reserved in or over an interest in any asset; or
	(2) created or otherwise arising in or over any interest in any asset under any mortgage, charge (whether fixed or floating) pledge, lien, hypothecation, title retention, conditional sale agreement, hire or hire purchase agreement, option, restriction as to transfer, use or possession, easement, subordination to any right of any other person and any other encumbrance or security interest, trust or bill of sale; or
	(3) by way of security for the payment of a debt or other monetary obligation or the performance of any obligation.
	Encumber means to grant an Encumbrance.
Particulars	means the particulars set out on page 1 of this Contract.
Printed Clauses	means the standard printed clauses adopted by the Law Society of New South Wales and the Real Estate Institute of New South Wales (from time to time) and that form part of this Contract.
Property	means the land and improvements (if any) subject to this Contract.
Purchase Price	means the purchase price for the Property set out in the Particulars.
Purchaser	means the purchaser under this Contract as set out in the Particulars.
Services	Means any existing or proposed water, sewerage, drainage, gas, electricity, telecommunications and other similar installations, services and infrastructure relative to such services.
Special Conditions	means these special conditions.
Vendor	means the vendor under this Contract as set out in the Particulars.

2 Deposit

2.1 Deposit less than 10%

- (1) The Vendor requires the Purchaser to pay the full amount of the Deposit on the date of this Contract.
- (2) If requested by the Purchaser, the Vendor may agree to accept the payment of the Deposit by way of installments as agreed between the parties.
- (3) If paragraph 2.1(2) applies:
 - (a) so much of the Deposit not paid by the Purchaser on the date of this Contract is a liquidated debt due and payable by the Purchaser to the Vendor; and
 - (b) that debt must be repaid to the Vendor on the earlier of:
 - (i) the Vendor becoming entitled to the Deposit under this Contract; and
 - (ii) Completion.

2.2 Release

- (1) In the event that the Vendor is purchasing another property, the Purchaser agrees to release to the Vendor the Deposit or so much of the Deposit as may be required for use by the Vendor as a deposit on the purchase and to pay stamp duty on the other property.
- (2) The Vendor warrants upon release of the Deposit in accordance with the terms of this Special Condition that such deposit will be paid only to the trust account of an estate agent, solicitor, licensed conveyancer and/or to Revenue NSW and will not be further released without the consent of the Purchaser.

3 Interest and Notice to Complete

3.1 Interest

In the event that the Purchaser does not complete the Contract on the Completion Date, it is an essential term of this Contract that the Purchaser must pay to the Vendor interest calculated at the rate of ten per cent (10%) per annum in addition to the Purchase Price:

- (1) on the unpaid balance of the Purchase Price from the date which is the later of the Completion Date and the date on which the Vendor is ready willing and able to complete this Contract; and
- (2) calculated daily and compounded monthly.

3.2 Exception

The Purchaser is not required to pay interest under Special Condition 3.1 for the period after the Completion Date that the Purchaser is ready, willing and able to complete but the Vendor is not.

3.3 Notice to Complete

If Completion does not take place by the Completion Date then:

- (1) the Vendor or Purchaser may, upon expiration of the time for completion, issue a notice to complete making the time for completion, in accordance with such notice, of the essence of this Contract; and
- (2) a period of fourteen (14) days following the date of service upon the Vendor, Purchaser or its solicitors (as applicable) of any such notice to complete is to be deemed to be a reasonable time for completion pursuant to that notice; and
- (3) where the Vendor issues a notice to complete the Purchaser must, in addition to any other money payable in accordance with the terms of this Contract, pay an amount of \$450.00

(plus GST) as an adjustment on Completion and as reimbursement of the Vendor's legal costs in having the notice to complete prepared and served.

4 Agent

4.1 Warranty

The Purchaser warrants that it was not introduced to the Vendor or to the Property by any agent or employee of an agent other than the agent, if any, set out in the Particulars.

4.2 Indemnity

(1) If:

(a) the warranty set out in Special Condition 4.1 is breached; and

(b) as a result of that breach the Vendor is liable for the payment of any agent's commission arising from this Contract other than to the agent set out in the Particulars, then

the Purchaser indemnifies the Vendor in respect of the payment of any such commission and also for the payment of any costs or expenses involved in the defending of any claim for such commission.

(2) If the Purchaser must pay the Vendor any amount under Special Condition 4.2(1) then the amount paid will be deemed to be in addition to the Purchase Price.

5 Adjustment of Outgoings

If there is any error in the adjustment of outgoings required to be made on Completion then:

(1) either party may, within thirty (30) business days of Completion, serve on the other party a notice setting out the correct calculation of the adjustment and the amount required to rectify the error; and

(2) the other party must pay any amount required to be paid to rectify the error within thirty (30) business days of being requested to do so by the other party.

6 No Representations

6.1 General

Subject to the provisions of Section 52A of the *Conveyancing Act 1919* (NSW) the Purchaser acknowledges that:

(1) it has not entered into this Contract as a result of any representation, whether oral or in writing, by the Vendor or anyone on his behalf, other than as is set forth in this Contract; and

(2) it has made all such enquires and investigations as he deems appropriate prior to entering into this Contract and is satisfied with the results of those enquiries.

6.2 Specific

The Purchaser further acknowledges that the Vendor, nor any person on its behalf has made any representation, promise or warranty as to:

(1) any past or future income derived from the Property; or

(2) the suitability of the Property for any particular purpose.

7 Disclosure and Purchaser claims

7.1 Entire Agreement

This Contract contains the entire agreement between the parties in relation to the Property, notwithstanding:

- (1) any negotiations or discussions held between the parties, their representatives or agents; and
- (2) the terms of any sales brochures or other documents issued prior to the execution of this Contract.

7.2 Purchaser acknowledgements

- (1) The Purchaser acknowledges that:
 - (a) it has inspected the subject Property and any inclusions and satisfied itself as to the state and condition of the Property prior to execution of this Contract including without limitation the presence of any contamination; and
 - (b) in reliance on the inspection the Purchaser accepts the Property in its present state and condition including any defects (whether latent or patent and as to quality or title).
- (2) Without limiting the effect of paragraph (1), the Purchaser will make no objection, requisition or Claim in respect of the any matter or thing arising from this Special Condition 7.2 and the Vendor is not obliged to make any renovation or reparation in respect of any defect.

7.3 No warranty as to documents

- (1) The Vendor does not warrant the accuracy or completeness of the matters set out in the documents attached to this Contract or referred to in these Special Conditions.
- (2) The Purchaser cannot make any Claim because of any:
 - (a) matter disclosed or described in this Contract; or
 - (b) document attached to this Contract is incomplete or inaccurate.

7.4 State and Condition of Property

The Purchaser accepts the Property in its present state and condition and acknowledges that they have made all such enquires and investigations as they deem appropriate prior to entering into this Contract and is satisfied with the results of those enquiries.

8 Claim for compensation

Any claim for compensation whether under Printed Clause 7 or otherwise is to be deemed to be a requisition for the purposes of Printed Clause 1.

9 Notices

9.1 Period of Notice

The parties acknowledge that a period of fourteen (14) days is a sufficient period for any notice issued under or pursuant to the provisions of this Contract.

9.2 Method of Service

In addition to the provisions of Printed Clause 20, service of any document under or relating to this Contract may be effected on a party or that party's solicitor:

-
- (1) if addressed to that party or to that party's solicitor at the respective addresses set out in the Particulars and posted by ordinary pre-paid post in which case service will be deemed to have been effected on the second business day following the date of posting;
 - (2) if sent by facsimile transmission to the address shown on the letterhead or elsewhere of that party and/or that party's solicitor as being set aside for the transmission of or receipt of facsimile transmissions; and
 - (3) if sent by email to the email address of that party and/or that party's solicitor set out in the Particulars.

9.3 Time for Service by Facsimile

Any notice served by facsimile transmission in accordance with Special Condition 9.2(2), in the absence of proof to the contrary, will be deemed to have been received by the party to whom it was sent on the date of dispatch provided that:

- (1) the recipient's acknowledgment of receipt appears on the sender's copy of the notice, or on the activity record print out of the sender's machine, or the activity record print out of the sender's machine shows a successful transmission of any appropriate size document to the recipient's facsimile machine on the date indicated in the print out; and
- (2) if the time of dispatch is later than 5.00pm in the place to which such facsimile transmission is sent it will be deemed to have been received at the commencement of business on the next business day in that place.

9.4 Time for Service by email

Any notice served by email in accordance with Special Condition 9.2(3) in the absence of proof to the contrary, will be deemed to have been received by the party to whom it was sent on the date of the email being sent provided that:

- (1) the sender does not receive a delivery failure message from the sender's internet service provider within a period of twenty-four (24) hours of the email being sent; and
- (2) if the time of sending is later than 5.00pm in the place to which the email is sent, it will be deemed to have been received at the commencement of business on the next business day in that place.

10 Non-Merger

Any term of this Contract which may operate after Completion does not merge on Completion.

11 Rescission of Contract

If a party is entitled to rescind this Contract the provisions of Printed Clause 19 apply to that rescission.

12 Requisitions

- (1) The Purchaser agrees that the only form of general Requisitions on Title the Purchaser may make under Printed Clause 5 are in the form attached as **Annexure 1 (Requisitions)**.
- (2) The Requisitions are deemed to be served the next business day after the date of this Contract.
- (3) The Purchaser may not make any Claim in respect of any answer to the Requisitions.

13 Counterparts and Electronic Signature

13.1 Vendor Disclosure

This Contract may be executed:

- (1) in a number of counterparts and all the counterparts together make one instrument; and/or
- (2) electronically by both parties using Docusign or by exchanging electronic copies of original signatures on this Contract.

13.2 Validity of Contract

- (1) This Contract may be validly created and exchanged by counterparts with each party's signature (electronic or otherwise) sent electronically to each other party by email or facsimile.
- (2) The parties acknowledge that the electronic version of this Contract signed by both parties will be the true and original version for the purposes of this transaction and that no other version will be provided unless otherwise agreed between the parties in writing.
- (3) The parties agree to be bound by the electronic version of this Contract which has been signed and exchanged in accordance with this clause and the Purchaser may not make a Claim because of anything contained in this clause.

13.3 Compliance with Electronic Transactions Act 2000 (NSW)

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

14 Auction Conditions

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by paragraph (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) Subject to paragraph (3), the auctioneer may make only one vendor bid at an

auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.

- (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (3) The following conditions, in addition to those prescribed by paragraphs (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
 - (a) More than one vendor bid may be made to purchase the interest of a co-owner.
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

15 Transmission Application

- (1) Completion of this Contract is subject to and conditional upon the registration of the Vendor as the registered proprietor by way of a Transmission Application.
- (2) Completion will take place on the later of:
 - (a) forty-two (42) days from the date of this Contract; and
 - (b) fourteen (14) days after the Vendor's solicitor notifies the Purchaser's solicitor that the Vendor has become the registered proprietor of the Property.
- (3) In the event that the Transmission Application is not registered within four (4) months of the date of this Contract, then either party may rescind this Contract by written notice to the other party and the provisions of Printed Clause 19 will apply.

16 Personal Guarantee

16.1 When this Special Condition applies

This Special Condition 16 only applies where the Purchaser is a corporation, other than a corporation listed on the Australian Stock Exchange.

16.2 Guarantor

For the purposes of this Special Condition, **Guarantor** means the director/s of the Purchaser.

16.3 Personal guarantee

- (1) In consideration of the Vendor entering this Contract at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the Vendor:
 - (a) the payment of all money payable by the Purchaser under this Contract; and
 - (b) the performance of all the Purchaser's other obligations under this Contract.
- (2) The Guarantor also:

-
- (a) indemnifies the Vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the Vendor in connection with or arising from any breach or default or attempted breach or default by the Purchaser of its obligations under this Contract; and
 - (b) must pay on demand from the vendor any money due to the Vendor under this indemnity.
 - (3) The Guarantors, if more than one person and/or entity, are hereby jointly and severally liable with the Purchaser to the Vendor for:
 - (a) the Purchaser's performance of its obligations under this Contract; and
 - (b) any damage incurred by the Vendor as a result of the Purchaser's failure to perform its obligations under this Contract or the termination of this Contract by the Vendor.
 - (4) Until the Vendor has received all money payable to it under this Contract and the Purchaser and Guarantor have performed all of their obligations under this Contract, neither the Purchaser nor the Guarantor may:
 - (a) claim or receive the benefit of any dividend or distribution, a payment of the estate or assets, or a payment in the liquidation, winding-up of a company or bankruptcy of a person liable jointly with the purchaser or Guarantor to the vendor or liable under a security for money payable by the Purchaser or the Guarantor; or
 - (b) prove in an estate or in relation to an asset in a liquidation, winding-up or bankruptcy in competition with the Vendor;

unless the amount to which the Vendor is entitled will not otherwise be reduced as a result.
 - (5) The Guarantor must pay the Vendor, on written demand by or on behalf of the Vendor, all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this Special Condition 16.
 - (6) The Guarantor's obligations hereunder are not affected if:
 - (a) the Vendor releases or enters into a composition with the Purchaser or a Guarantor if there be more than one Guarantor; and/or
 - (b) a payment made to the Vendor is later avoided; and/or
 - (c) the Vendor assigns or transfers the benefit of this Contract to another or others.
 - (d) If the vendor assigns or transfers the benefit of this Contract, the Guarantor hereby acknowledges and agrees that the transferee receives the benefit of the Guarantor's obligations under this Special Condition 16.
 - (7) The Guarantor's obligations under this Special Condition 16 are not released, discharged or otherwise affected by:
 - (a) the grant of any time, waiver, covenant not to sue or other indulgence;
 - (b) the release (including a release as part of a novation) or discharge of any person;
 - (c) an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the Guarantor or any other person;
 - (d) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
 - (e) any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor by this Contract, a statute, a Court or otherwise;

-
- (f) payment to the Vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable;
 - (g) the winding-up of the Purchaser; or
 - (h) the death of any Guarantor.
- (8) The Guarantor guarantees to the Vendor the payment of all money due by the purchaser to the Vendor on the dates specified in the Contract and the Guarantor must pay that money to the Vendor on the due dates as set out in the Contract.

Executed by Guarantor in the presence of:

Witness (Signature)

Guarantor (Signature)

Name of Witness (Print Name)

Executed by Guarantor in the presence of:

Witness (Signature)

Guarantor (Signature)

Name of Witness (Print Name)

Prescribed Documents



FOLIO: 2/656991

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
25/2/2025	12:15 PM	1	10/11/2022

LAND

LOT 2 IN DEPOSITED PLAN 656991
LOCAL GOVERNMENT AREA MID-COAST
PARISH OF CARRINGTON COUNTY OF GLOUCESTER
TITLE DIAGRAM DP656991

FIRST SCHEDULE

(ND AS620490)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 BK 1106 NO 352 LAND EXCLUDES MINERALS

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PERSONS ARE CAUTIONED AGAINST ALTERING OR ADDING TO THIS CERTIFICATE OR ANY NOTIFICATION HEREON

14076 204

(Page 1) Vol

NEW SOUTH WALES
VIA NO. 14076

CERTIFICATE OF TITLE

NEW SOUTH WALES ACT, 1900

QUALIFIED
TOWNSHIPS
REGISTER
Vol. 14076, Fol. 204



24 5/13 1924

EDITION ISSUED
TO 5 1980

I certify that the person described in the First Schedule is the registered proprietor of the land within described subject to the provisions of the Land Transfer Act, 1900, and that the land is situated in the Parish of ...

Registrar General



PLAN SHOWING LOCATION OF LAND

LAND 1111 ARE IN ALL 1113



REDUCTION RATIO 11/1500

ESTATE AND LAND REFERRED TO

1. 764 9m2 PT2
2. 15.24 WIDE ROAD
3. 1111 ARE IN ALL 1113

Before in Fee Simple in the part of Lot 2 in Deposited Plan 58531 shown in the plan between in the Parish of ...

PLANT SPECIMENS

COULTER AND OTHERS of Campbelltown, New South Wales and LILLINGTON WHITE CRISTENSON his wife as joint tenants.

RECORDS CONTAINED

1. Reservations and conditions, if any, contained in the Crown Grant above referred to.
2. CAUTION, The land within described is held subject to any subsisting interest (as defined in Section 21A of the Property Act, 1900).

WARNING: THIS DOCUMENT MUST NOT BE REMOVED FROM THE REGISTRAR GENERAL'S OFFICE.

DP 656991	
Received	5. 5. 1925
This plan has been created to provide a unique identifier to enable the issue of an Automated Torrens Title for the land comprised in this of the Register	
Volume	14076 Folio 204
Metric Conversion Chart	
Feet to Metres	
1/4	0.0064
1/2	0.0127
3/4	0.0190
1	0.0254
2	0.0508
3	0.0762
4	0.1016
5	0.1270
6	0.1524
7	0.1778
8	0.2032
9	0.2286
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11	0.2794
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417	10.6002
418	10.6256
419	10.6510
420	10.676

40352 Book 1106 Conveyance

Stamp Duty £ 0 18 7

This Indenture

made the ninth day of July in the year of Our Lord One thousand nine hundred and eight Between The Australian Agricultural Company of the one part and John Oscar Johnson of New South Wales Government Employee of the other part Whereas the said John Oscar Johnson has contracted with the said Australian Agricultural Company for the purchase of the two hundred and thirteen acres three rods and twenty eight perches (213³/₄ 28³/₄) more or less of land hereinafter described upon the terms and subject to the covenants and conditions hereinafter mentioned Now this Indenture Witnesseth that in consideration of the Covenant on the part of the said John Oscar Johnson hereinafter contained and of the sum of One hundred and twenty eight pounds (£128) sterling paid by the said John Oscar Johnson to the said Australian Agricultural Company at or immediately before the execution of these presents the receipt whereof is hereby acknowledged They the said Australian Agricultural Company Do hereby grant unto the said John Oscar Johnson and his heirs and assigns All those pieces or parcels of land of the Australian Agricultural Company being Lots 3, 4, 5, 426 and 428 Parish of Carrington in the said Company's subdivisions of their Port Stephens Estate in the County of Gloucester and situated on the East side of the Macleay River in the State of New South Wales Lots 3 and 426 commencing at the North-east corner of Lot 692 Parish of Carrington and running thence West twenty minutes North (N 80° 20' N) twenty three chains fifty three links (23.53) being the North boundary line of Lot 692 aforesaid to the North-east corner of Lot 425 thence by the North boundary line of Lot 425 aforesaid bearing West twelve minutes North (N 80° 12' N) ten chains (10) to the North-east corner of Lot 423 thence by part of the North boundary line of Lot 423 aforesaid bearing West twenty seven minutes North (N 80° 27' N) ten chains eighty seven links (10.87) to the eastern side of the public road from Macleay to Bouramba thence by the eastern and south eastern side of that public road aforesaid being line bearing north fourteen degrees twenty three minutes East (N 14° 23' E) eighty two links (8.2) north ten degrees twenty seven minutes East (N 10° 27' E) nine chains thirty five links (9.35) and north sixty one degrees one minute East (N 61° 1' E) three chains twenty five links (3.25) to the Southern side of a Private road separating Lots 3 and 426 thence by the Southern side of that private road as aforesaid being line bearing South eighty three degrees fifty two minutes East (S 83° 52' E) eight chains eight links (8.18) South seventy six degrees fifty four minutes East (S 76° 54' E) five chains ninety eight links (5.98) South sixty eight degrees fifty one minute East (S 68° 51' E) four chains eighty seven links (4.87) South eighty degrees fourteen minutes East (S 80° 14' E) fifteen chains eighty one links (15.81) and South sixty seven degrees two minutes East (S 67° 2' E) one chain one link (0.01) to the North-west corner of Lot 8 thence by part of the West boundary line of Lot 8 aforesaid bearing South twenty minutes West (S 80° 20' W) two chains sixty five links (2.65) to the North-east corner of Lot 692 the point of commencement as aforesaid Lots 4 and 428 Commencing at the South-west corner of Lot 7 Parish of Carrington and bearing thence North twenty minutes East (N 0° 20' E) forty chains sixty seven links (40.07) being the West boundary line of Lot 7 aforesaid and its prolongation to the South-eastern side of the Public road from Bouramba to Macleay thence by the South-eastern side of that Public road as aforesaid being line bearing South forty one degrees fifty minutes West (S 41° 50' W) one chain ten links (1.10) South thirty eight degrees fifty four minutes West (S 38° 54' W) twenty three chains fifty links (23.50) South sixty one degrees one minute West (S 61° 1' W) twenty one chains one link (21.01) to the Northern side of a Private road separating Lots 4 and 428 from Lots 3 and 423 thence by the Northern side of that Private road as aforesaid being line bearing South eighty three degrees fifty two minutes East (S 83° 52' E) six chains eighty two links (6.82) South seventy six degrees fifty four minutes East (S 76° 54' E) six chains eleven links (6.11) South sixty eight degrees fifty one minute East (S 68° 51' E) four chains eighty four links (4.84) South eighty degrees fourteen minutes East (S 80° 14' E) fifteen chains eighty one links (15.81) and South sixty seven degrees two minutes East (S 67° 2' E) five chains seventy seven links (5.77) to the South-west corner of Lot 7 the point of commencement as aforesaid Lot 5 Commencing at a point on the North-western side of the public road from Bouramba to Macleay bearing North twenty minutes East (N 0° 20' E) one chain thirty eight links (1.38) from the North-east corner of Lot 4 above described and bounded thence by the North-western side of the public road from Bouramba to Macleay aforesaid being line bearing South forty one degrees fifty minutes West (S 41° 50' W) two chains thirteen links (2.13) South thirty eight degrees fifty four minutes West (S 38° 54' W) twenty three chains fifty two links (23.52) South sixty one degrees one minute West (S 61° 1' W) thirty one chains twenty four links (31.24) South ten degrees twenty seven minutes West (S 10° 27' W) nine chains seventy eight links (9.78) and South fourteen degrees twenty three minutes West (S 14° 23' W) one chain three links (1.03) to the Northern boundary line of Lot 423 thence by part of the Northern boundary line of Lot 423 bearing West twenty seven minutes North (N 80° 27' N) five chains thirty three links (5.33) to a point about one chain easterly from high water mark of the Macleay River thence by line approximately one chain easterly from high water mark of the Macleay River bearing North four degrees thirty seven minutes East (N 4° 37' E) ten chains sixty three links (10.63) North one degree thirty one minutes West (N 1° 31' W) two chains eighty eight links (2.88) North twenty degrees thirty five minutes East (N 20° 35' E) four chains eighty one links (4.81) North ten degrees twenty seven minutes East (N 10° 27' E) five chains thirty three links (5.33) North ten degrees forty nine minutes East (N 10° 49' E) eight chains thirty seven links (8.37) North twelve degrees thirty one minutes West (N 12° 31' W) four chains ninety six links (4.96) North twenty eight degrees forty four minutes East (N 28° 44' E) eleven chains eighty nine links (11.89) and North thirty four degrees forty two minutes East (N 34° 42' E) two chains fifty two links (2.52) to the South-west corner of Lot 13 thence by the North boundary line of Lot 13 aforesaid bearing East thirty eight degrees twenty three minutes North (E 38° 23' N) thirty eight chains eighty eight links (38.88) and thence by the Western side of that private road aforesaid bearing South twenty minutes West (S 20° 0' W) one chain one link (0.01) to the point of commencement as aforesaid

John Oscar Johnson

(S0°20'W) these chains up to links (3-08) to the North western side of the Public road from Goucambray to Albury the point of commencement. And where piece of land are more fully described and delineated in the Plans drawn, signed and colored not to hold unto and to the use of the said John Oscar Johnson his heirs and assigns for ever. Saving and Reserving nevertheless unto the said Australian Agricultural Company their successors and assigns all mines and minerals lying and being in and under the land hereby conveyed as well as to be and the right from time to time to resume all such parts of the said land as may be required for any road or roads wharf or wharves bridge or bridges (the land to be resumed for any one, and that is bridge not to exceed in width the space of twenty nine feet) and as may be required to construct all such dams and other works as may from time to time be necessary for the benefit of the said Australian Agricultural Company their successors or assigns. And saving and Reserving unto the said Australian Agricultural Company their successors and assigns liberty for all or any of the purposes aforesaid to enter upon the said land with servants and workmen and thence to remove all such stone gravel and quarries timber and other material the produce of the said land as may be required for any of the purposes aforesaid (the value of the land so resumed and of any building standing thereupon being paid by the said Australian Agricultural Company their successors or assigns to the said John Oscar Johnson his heirs or assigns at a valuation to be fixed by arbitrators chosen in a manner hereinafter mentioned. And it is hereby agreed and declared that in any case of arbitration which shall arise under or by virtue of these presents one Arbitrator shall be chosen by the said Australian Agricultural Company their successors or assigns and one by the said John Oscar Johnson his heirs or assigns. And that such Arbitrator shall before proceeding with the said reference elect an Umpire to determine in case of difference between them of the matter so referred but if the said John Oscar Johnson his heirs or assigns shall for one calendar month after notice or failing to him or them refuse or neglect to appoint an Arbitrator or if such Arbitrator being chosen shall refuse or neglect to act and within one calendar month determine the matter to him referred then the Arbitration shall be appointed by the said Australian Agricultural Company their successors or assigns which said last mentioned Arbitrator shall also elect an Umpire in the same manner and for the purpose above mentioned. And if any Umpire either originally elected or elected under this power shall refuse or neglect to act and within one calendar month determine the matter to him referred the Arbitrator for the time being shall in any case forthwith elect another Umpire in the same manner for the same purpose and subject to the same conditions as the Umpire originally elected as aforesaid. Provided always and these presents are upon this express condition and the said John Oscar Johnson doth hereby for himself his heirs and assigns covenant with the said Australian Agricultural Company their successors and assigns that he the said John Oscar Johnson his heirs or assigns shall at his or their own cost and within a reasonable time not exceeding six calendar months after the day of the date of these presents erect or cause to be erected a substantial hardwood fence of not less than two split rails or in lieu thereof split hardwood posts and not less than four number one wire the spaced two hundred and thirteen acres three rods and twenty eight bushels (213°3'28") more or less of land hereby conveyed and erect such additional fences of a like kind as may be necessary to prevent stock from straying over from the said land and if such fence or additional fence shall not be erected within the said period shall and will pay the Vendor or their assigns the sum of 2 shillings pence (2/6) for each month after the said period of six months during which the land may remain unfenced or and by way of liquidated and ascertained damages and shall not nor will hold the land as so unfenced and fenced and thereupon elect the Umpire or of any of their tenants.

I in witness whereof the said Australian Agricultural Company have to these presents caused their Common Seal to be affixed and the said John Oscar Johnson has set his hand and seal the day and year first above written.

The Deal of the Australian Agricultural Company was signed approved by Frederick Livingstone Leamouth and Charles Mack Ransland the Attorney of the said Company duly constituted by Deeds all bearing respectively date the ninth day of February 1905 and the twenty eighth day of February 1907 in the presence of John D. Ross

F Livingstone Leamouth
Charles Mack Ransland

Signed sealed and Delivered by the said
John Oscar Johnson in the presence of

New South Wales } Norman Ashford Handsoaker of
to wit }
Newcastle in the State of New South Wales Tax Clerk being duly
sworn maketh oath and saith that the writing contained on this and
the two preceding pages is a true copy of the original duly
sworn by the Deponent on the } Norman A Handsoaker
eleventh day of May }
1917 }
I depose me
Witness J. P.

A Justice of the Peace
Received into the Registrar General's Office Sydney this
~~seventh~~ day of May 1917 at half past
four o'clock in the afternoon from
Edward Wolffmann Clerk & Buchanan & Smith's Solicitors Sydney

W. G. Field
Deputy Register

PLAN



PLANNING CERTIFICATE

Information provided pursuant to SCHEDULE 2 of the
Environment Planning and Assessment Regulation 2021

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

Certificate No: PC2025/0844

Certificate Date: 26/02/2025

Property: 12 Alice Street KARUAH NSW 2324

Title: Lot 2 DP 656991

Land No: 623236

Applicant's Ref: 459420

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 2 of the *Environment Planning and Assessment Regulation 2021*.

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

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

State Environmental Planning Policies

State Environmental Planning Policy (Biodiversity and Conservation) 2021
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 (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 (Sustainable Buildings) 2022
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 legislation*.

Local Environmental Plans

Great Lakes Local Environmental Plan 2014

Development Control Plans

Great Lakes Development Control Plan 2014

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

a) Draft environmental planning instruments

(i) State Environmental Planning Policies

State Environmental Planning Policy (Housing) 2021: Amendment (In-fill affordable housing, group homes, supportive accommodation, and social housing provisions). Exhibition 22/11/2022 to 13/01/2023.

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008: Amendment (Complying development for farm buildings, rural sheds and earthworks). Exhibition 15/05/2024 to 14/06/2024.

Draft Cultural State Environmental Planning Policy: Proposed changes to the planning system to support more creative, hospitality and cultural uses contributing to the 24-hour economy. Exhibition 15/11/2024 to 17/02/2025.

State Environmental Planning Policy (Transport and Infrastructure) 2021: Amendment (Improving planning processes to deliver infrastructure faster). Exhibition 6/03/2024 to 16/04/2024.

State Environmental Planning Policy (Planning Systems) 2021: Amendment (Improving planning processes to deliver infrastructure faster). Exhibition 6/03/2024 to 16/04/2024.

State Environmental Planning Policy (Transport and Infrastructure) 2021: Amendment (Chapter 4 Major Infrastructure Corridors). Exhibition 22/08/2024 to 19/09/2022.

State Environmental Planning Policy (Housing) 2021: Amendment (Manufactured home estates, caravan parks and camping grounds). Exhibition 17/11/2023 to 19/01/2024.

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008: Amendment (Outdoor dining on private land and at registered clubs). Exhibition 19/10/2023 to 16/11/2023.

(ii) Planning Proposal for a Local Environmental Plan

In accordance with section 1(2) of Schedule 2 of the *Environmental Planning and Assessment Regulation 2021*, the following proposed LEP(s) apply to the land. The following LEP has been the subject of community consultation or has been placed on public exhibition:

Draft MidCoast Local Environmental Plan

Detailed information on the draft MidCoast Local Environmental Plan is available on the NSW Government's *Current LEP Proposals* website; or Mid-Coast Council's website.

b) Draft Development Control Plans

No draft development control plans apply to the land.

Information on the draft State Environmental Planning Policies listed in this certificate including any Explanation of Intended Effects for proposed State Environmental Planning Policies is available on the Planning NSW website.

Detailed information on draft environmental planning instruments is available at the Planning NSW website or Mid-Coast Council's website.

ITEM 2 – Zoning and land use under relevant planning instruments

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a State Environmental Planning Policy or proposed State Environmental Planning Policies)

(a)-(b) Zone and Land Use Table from Local Environmental Plan

Zone RU5 Village - (Great Lakes LEP 2014)

1 Objectives of zone

- To provide for a range of land uses, services and facilities that are associated with a rural village.
- To provide for a range of land uses, services and facilities that are associated with a coastal village.
- To enable non-residential development that does not prejudice the established land use pattern within the village.

2 Permitted without consent

Extensive agriculture; Home occupations

3 Permitted with consent

Agritourism; Centre-based child care facilities; Community facilities; Dwelling houses; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Roads; Schools; Tank-based aquaculture; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Correctional centres; Electricity generating works; Exhibition villages; Extractive industries; Forestry; Freight transport facilities; Heavy industrial storage establishments; Heavy industries; Open cut mining; Waste or resource transfer stations

Detailed information on the land zone mapping is available at the NSW Planning Portal, Spatial Viewer; or Mid-Coast 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.

(c) 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.

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

A minimum subdivision lot size may apply to this land under clause 4.1 in the abovementioned Local Environmental Plan. The minimum lot size will be specified in the Minimum Lot Size Map which is available on the NSW Planning Portal.

Additional controls may apply to the land that allow an exception to the minimum lot size prescribed under clause 4.1 of the Local Environmental Plan.

(e) Is the land in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?

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

(f) Is the land within a conservation area, however described?

Note: excluding conservation areas otherwise identified under Item 15 – Property vegetation plans; Item 16 – biodiversity stewardship site; or Item 17 – biodiversity certified land.

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

(g) Is there an item of environmental heritage in a local environmental plan?

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 maintains the AHIMS.

(a)-(b) Zone and Land Use Table in draft local environmental plan

In accordance with section 1(2) of Schedule 2 of the *Environmental Planning and Assessment Regulation 2021*, the following proposed LEP(s) apply to the land. The following LEP has been the subject of community consultation or has been placed on public exhibition:

Draft MidCoast LEP 2024

Under the draft MidCoast Local Environmental Plan the following matters apply to the land:

Draft Zone RU5 Village

1 Objectives of zone

- To provide for a range of land uses, services and facilities that are associated with a rural village.
- To enable diverse housing and employment uses to create inclusive communities consistent with the village character.
- To enhance the historical significance and scenic quality of village settings.

2 Permitted without consent

Bee keeping; Environmental protection works; Home businesses; Home occupations

3 Permitted with consent

Agritourism; Amusement centres; Backpackers accommodation; Bed and breakfast accommodation; Boat building and repair facilities; Boat launching ramps; Boat sheds; Building identification signs; Business identification signage; Camping grounds; Caravan parks; Cellar door premises; Cemeteries; Centre-based child care facilities; Charter and tourism boating facilities; Child care centres; Commercial premises; Community facilities; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Educational establishments; Emergency services facilities; Entertainment facilities; Environmental facilities; Exhibition homes; Farm buildings; Farm stay accommodation; Flood mitigation works; Function centres; Health services facilities; Helipad; Homebased child care; Home industries; Hotel or motel accommodation; Industrial retail outlets; Industrial training facilities; Information and education facilities; Jetties; Light Industries; Marinas; Mooring pens; Moorings; Mortuaries; Neighbourhood shops; Oyster aquaculture; Passenger transport facilities; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Recreation facilities (major); Registered clubs; Research stations; Resource recovery facilities; Respite day care centres; Restricted premises; Roads; Roadside stalls; Schools; School-based child care; Secondary dwellings; Seniors housing; Service stations; Sewerage systems; Storage premises; Tank-based aquaculture; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse and distribution centres; Waste or resource transfer stations; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

4 Prohibited

Any development not specified in item 2 or 3

Detailed information on the land zone mapping is available at the NSW Planning Portal, Spatial Viewer; or Mid-Coast 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.

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

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

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

A minimum subdivision lot size may apply to this land under clause 4.1 in the draft MidCoast Local Environmental Plan. The minimum lot size will be specified in the Minimum Lot Size Map which is available on the NSW Planning Portal.

Additional controls may apply to the land that allow an exception to the minimum lot size prescribed under clause 4.1 of the draft MidCoast Local Environmental Plan.

(e) Is the land in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?

No, the land is not identified in an area of outstanding biodiversity value under the Biodiversity Conservation Act.

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

Note: excluding conservation areas otherwise identified under Item 15 – Property vegetation plans; Item 16 – biodiversity stewardship site; or Item 17 – biodiversity certified land.

No planning proposal for a local environmental plan includes the land in a draft conservation area.

(g) Is there a draft item of environmental heritage in a planning proposal for a local environmental plan?

No planning proposal for a local environmental plan includes a draft item of environmental heritage on the land.

ITEM 3 – Contributions plans

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

Great Lakes - Open Space Rural Districts Plan 2015
Port Stephens - Great Lakes - Cross Boundary (To view this document, please refer to Port Stephens Council website.)
Great Lakes Wide Contributions Plan 2015

No draft contribution plans apply to the land.

(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.

No, the land is not in a special contributions area.

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 4 – Complying Development

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

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 Mid-Coast 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: E1 Local Centre; E2 Commercial Centre; E3 Productivity Support; E4 General Industrial; E5 Heavy Industrial; MU1 Mixed Use; W4 Working Waterfront; SP3 Tourist.
- Complying Development under **(Part 5B) Container Recycling Facilities Code** may be carried out on land within the following zones: E1 Local Centre; E2 Commercial Centre; E3 Productivity Support; E4 General Industrial; E5 Heavy Industrial; MU1 Mixed Use; W4 Working Waterfront; SP3 Tourist.
- Complying Development under **(Part 6) Subdivisions Code** may be carried out on land within any zone.
- Complying Development under **(Part 7) Demolition Code** may be carried out on land within any zone.
- Complying Development under **(Part 8) Fire Safety Code** may be carried out on land within any zone.
- Complying Development under **(Part 9) Agritourism and Farm Stay Accommodation Code** may be carried out on land within the following zones: RU1 Primary Production; RU2 Rural Landscape; RU4 Primary Production Small Lots.

(2) The complying development may not be carried out on the land because of the following provisions of Clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the Policy.

The land is identified in whole or part as 1.17A(1)(e) within an environmentally sensitive area

(d), land reserved as an aquatic reserve under the *Fisheries Management Act 1994* or as a marine park under the *Marine Parks Act 1997* or (f) land within 100 metres of land to which paragraph (c), (d) or (e), 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
- (Part 9) Agritourism and Farm Stay Accommodation Code

The land is identified in whole or part as 1.17A(1)(e) within an environmentally sensitive area (a) coastal waters of the State, 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
- (Part 9) Agritourism and Farm Stay Accommodation Code

The land is identified as being subject to 1.19(1)(e)(i) an environmental planning instrument buffer area - Great Lakes LEP 2014 Part 3 (3.3)(2)(ja) land within 100 metres of the coastal waters of the State or a coastal lake, 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 9) Agritourism and Farm Stay Accommodation Code

The land is identified as being subject to 1.19(5)(f)(i) an environmental planning instrument buffer area - Great Lakes LEP 2014 Part 3 (3.3)(2)(ja) land within 100 metres of the coastal waters of the State or a coastal lake, therefore Complying Development under the following Complying Development Codes may not be undertaken on the land:

- (Part 5A) Industrial and Business Buildings 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.

Any of the following restrictions may also apply to the land, however, Mid-Coast Council does not have sufficient information to ascertain whether these restrictions apply or how this may affect the extent to which complying development may be carried out:

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, Greenfield Housing Code, Agritourism and Farm Stay Accommodation 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.

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

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

For further information on complying development, please refer to the Planning NSW website.

ITEM 5 – Exempt Development

1) If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

- **General Exempt Development Code**
Under the provisions of the General Exempt Development Code, exempt development may be carried out on the land if it meets the requirements for that exempt development.
- **Advertising and Signage Exempt Development Code**
Under the provisions of the Advertising and Signage Exempt Development Code, exempt development may be carried out if it meets the requirements of that exempt development.
- **Temporary Uses and Structures Exempt Development Code**
Under the provisions of the Temporary Uses and Structure Exempt Development Code, exempt development may be carried out if it meets the requirements for that exempt development.

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

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

1.16 General requirements for exempt development

- (1) To be exempt development for the purposes of this Policy, the development—
 - (a) must meet the relevant deemed-to-satisfy provisions of the *Building Code of Australia*, or if there are no such relevant provisions, must be structurally adequate, and

- (b) must not, if it relates to an existing building, cause the building to contravene the *Building Code of Australia*, and
 - (b1) must not be carried out on land that is a declared area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016* or declared critical habitat under Part 7A of the *Fisheries Management Act 1994*, and
 - (b2) must not be carried out on land that is, or is part of, a wilderness area (within the meaning of *Wilderness Act 1987*), and
- (c) must not be carried out on land that is, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act, and
- (d) must not be carried out on land that is described or otherwise identified on a map specified in Schedule 4.
 - (1A) Despite subclause (1)(c), if development meets the requirements and standards specified by this Policy and that development—
 - (a) has been granted an exemption under section 57(2) of the *Heritage Act 1977*, or
 - (b) is subject to an exemption under section 57(1A) or (3) of that Act.
 - The development is exempt development under this Policy.
 - (1B) 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)(c) applies only to the part of the land that is described and mapped on that register.
 - (1C) 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, any restriction on carrying out development on the relevant land on which the item is located applies only to the part of the land that is described and mapped on that instrument.
- (2) Development that relates to an existing building that is classified under the *Building Code of Australia* as class 1b or class 2–9 is exempt development for the purposes of this Policy only if—
 - (a) the building has a current fire safety certificate or fire safety statement, or
 - (b) no fire safety measures are currently implemented, required or proposed for the building.
- (3) To be exempt development for the purposes of this Policy, the development must—
 - (a) be installed in accordance with the manufacturer's specifications, if applicable, and
 - (b) not involve the removal or pruning of a tree or other vegetation that requires a permit, approval or development consent, unless the removal or pruning is carried out in accordance with the permit, approval or development consent.

Example — A permit or approval may be required under *State Environmental Planning Policy (Biodiversity and Conservation) 2021*, Chapter 2 or other legislation.

(4) (Repealed)

1.16A Exempt development on land within 18 kilometres of Siding Spring Observatory

Clauses 1.15 and 1.16 and Part 2 apply to development on land that is less than 18 kilometres from the Siding Spring Observatory, but only if—

- (a) the development does not have, and will not require, any form of lighting, and
- (b) the development is not development that is specified in any of the following provisions of Division 1 of Part 2—
 - (i) Subdivision 6 Balconies, decks, patios, pergolas, terraces and verandahs,
 - (ii) Subdivision 10 Carports,
 - (iii) Subdivision 10A Change of use of premises,
 - (iv) Subdivision 10B Change of use of places of public worship,
 - (v) Subdivision 16 Farm buildings (other than stock holding yards, grain silos and grain bunkers),
 - (v1) Subdivision 16A Stock holding yards not used for sale of stock,
 - (v2) Subdivision 16B Grain silos and grain bunkers,
 - (vi) Subdivision 24 Landscaping structures,
 - (vii) Subdivision 27 Minor building alterations (external),
 - (viii) Subdivision 27A Mobile food and drink outlets,
 - (ix) Subdivision 37 Skylights, roof windows and ventilators.

Yes, Exempt Development may be undertaken in the Mid-Coast local government area.

There is no land within the Mid-Coast local government area identified:

- 1.16 (b1) as a declared area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016* or declared critical habitat under Part 7A of the *Fisheries Management Act 1994*, and
- 1.16(b2) as, or part of, a wilderness area (within the meaning of *Wilderness Act 1987*), and
- 1.16(d) described or otherwise identified on a map specified in Schedule 4 – Land excluded from the General Exempt Development Code.
- 1.16A within 18 kilometres of Siding Spring Observatory.

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

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

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

Mid-Coast Council does not have sufficient information to ascertain whether the land is listed on the State Heritage Register under the *Heritage Act 1977*, or subject to an interim heritage order under that Act.

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

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

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

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

ITEM 6 – Affected building notices and building product rectification orders

1) Whether the council is aware that—

(a) an affected building notice is in force in relation to the land, or

No.

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

No.

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

No.

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

ITEM 7 – Land reserved for acquisition

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

State Environmental Planning Policies

Council is unable to provide any site-specific information on the provisions of any State Environmental Planning Policy regarding the acquisition of land. Information on State Environmental Planning Policies listed in this certificate is available at *NSW Legislation – In force* legislation.

Draft State Environmental Planning Policies

Council is unable to provide site-specific information on the provisions of any draft State Environmental Planning Policy regarding the acquisition of land. Information on the draft State Environmental Planning Policies listed in this certificate is available on the Planning NSW website.

Local Environmental Plan

No, the land is not identified in the Land Reserved for Acquisition map of the local environmental plan.

Planning Proposal for a Local Environmental Plan or Amendment

No, the land is not identified in the Land Acquisition Layer of a proposed local environmental plan.

ITEM 8 – Road widening and road realignment

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

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

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 9 – Flood related development controls

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

No, the land, in whole or part is not identified within the flood planning area and subject to affected 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: In this section, *flood planning area* has the same meaning as in the Floodplain Development Manual. *Floodplain Development Manual* means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005. *Probable maximum flood* has the same meaning as in the Floodplain Development Manual.

Note: The information provided in Item 9 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 10 – Council and other public authority policies on hazard risk restrictions

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

Adopted policy means a policy adopted:

- 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.

Yes, 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 11 – Bush fire prone land

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

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 – Loose – fill asbestos insulation

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

No, 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 13 – Mine subsidence

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

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

ITEM 14 – 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 15 – Property vegetation plans

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

No, Council has not been advised that an approved Property Vegetation Plan applies to this land and continues in force under the *Native Vegetation Act 2003*, Part 4.

ITEM 16 – Biodiversity stewardship sites

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

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

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

No, Council has not been notified that the land is under a biobanking agreement under the *Threatened Species Conservation Act 1995*, Part 7A.

ITEM 17 – Biodiversity certified land

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

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

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

No, Council has not been notified that the land is certified under the *Threatened Species Conservation Act 1995*, Part 7A.

ITEM 18 – Orders under Trees (Disputes Between Neighbours) Act 2006

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

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

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

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

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

Note: In this section, existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B. Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

ITEM 20 – Western Sydney Aerotropolis

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

ITEM 21 – Development consent conditions for seniors housing

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

Clause 88(2) of the *State Environmental Planning Policy (Housing) 2021* restricts occupation of development approved for seniors housing to:

- a) seniors or people who have a disability,
- b) people who live in the same household with seniors or people who have a disability,
- c) staff employed to assist in the administration and provision of services to housing provided under this Part.

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 Environmental Planning Policy (Housing) 2021* in respect of development on the land.

ITEM 22 – Site compatibility certificates and development consent conditions for affordable rental housing

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

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

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).

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.

Note: Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1). In this section, former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

ITEM 23 – Water or Sewerage Services

Council has not been advised that water or sewerage services are, or are to be provided to the land under the *Water Industry Competition Act 2006*.

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

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 2 of the Environmental Planning and Assessment Regulation 2021 and is provided only to the extent that the Council has been notified by Planning NSW.

Any enquiries regarding State and Regional Environmental Planning Policies should be directed to the Planning NSW website.

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

Adrian Panuccio
GENERAL MANAGER



27 February 2025

Infotrack Pty Ltd
8/135 King Street
SYDNEY NSW 2000

Your Ref: 459420
Our Ref: ENG2025/0388

Owner Details

Property Details

Lot 2 DP 656991

Property Address

12 Alice Street
KARUAH NSW 2324

SEWERED AREAS

As requested a Sewer Service Diagram (if available) and a Sewer Location Diagram for the above property is attached. These notes are intended to provide information relating to this property. Applicants are requested to ensure that intending purchasers are made fully aware of all aspects of both these notes and the attached Plan/s. Please note the following important points:-

1. MidCoast Council's policy "Building Over or Near Council Water and Sewer Mains Policy" may allow approval of structures to be built over a gravity sewer or adjacent to a sewer rising main or a water main, providing structural engineers details with the design of the footings/pilings adequate to cater for zone of influence requirements.
2. Residents, builders, developers etc. should note that the existence of a sewer, watermain or sewerage rising main may prohibit the extent of a development that will be permitted on a block. In the case of sewers, this also applies to a sewer located close to the boundary even if it is within an adjacent block. These restrictions apply to all types of building including houses, garages, sheds, carports etc.

Please contact MidCoast Council if you need any clarification on the implication of this policy. Full details are available upon request.

3. This Plan indicates the approximate location of existing buildings and pipelines. The issue of the diagram does not imply that the existing plumbing has been inspected by MidCoast Council nor that it complies with any standard or code.
4. Where there are existing buildings on the site, the issue of this Plan does not imply that they have been erected in accordance with the requirements of a Structural Engineer in relation to any 'Zone of Influence' effects.
5. The information on this Plan has been supplied by other parties and MidCoast Council will not be held responsible for the accuracy of any details shown. We do, however, endeavour to ensure that the Sewer Service Diagram and Sewer Location Diagram are as accurate as practical when issued.
6. The attached Plan indicates the approximate location of Council's sewers only in relation to the abovementioned land.
7. It is an offence under the Local Government Act to discharge any rain water or surface

water into Council's sewers.

8. Development charges will be applied if any new development on this land has a capacity of more than 1 equivalent tenement (e.g. Development charges will apply for the erection of 2 or more villas, flats, etc. as opposed to one house).
9. In the case of non-domestic premises, both new and existing developments may require a Liquid Trade Waste approval. The issue of this Plan does not imply that any such Liquid Trade Waste approval currently exists. Further information should be obtained from MidCoast Council. It is an offence to discharge sewage, other than of a domestic nature, into a Council sewer without approval.
10. This Plan is issued in accordance with section 17, 18 and 19 of the Local Government (Water Services) Regulations 1999. These notes form part of the Plan and must remain attached it. Any Sewer Service Diagram or Sewer Location Diagram without these notes should not be considered as a true copy.

If you have any enquiries regarding this letter please telephone 02 7955 7777.

Dated: 27/02/2025

Yours faithfully

Maria Sialava

Team Member - Water Service Delivery Admin



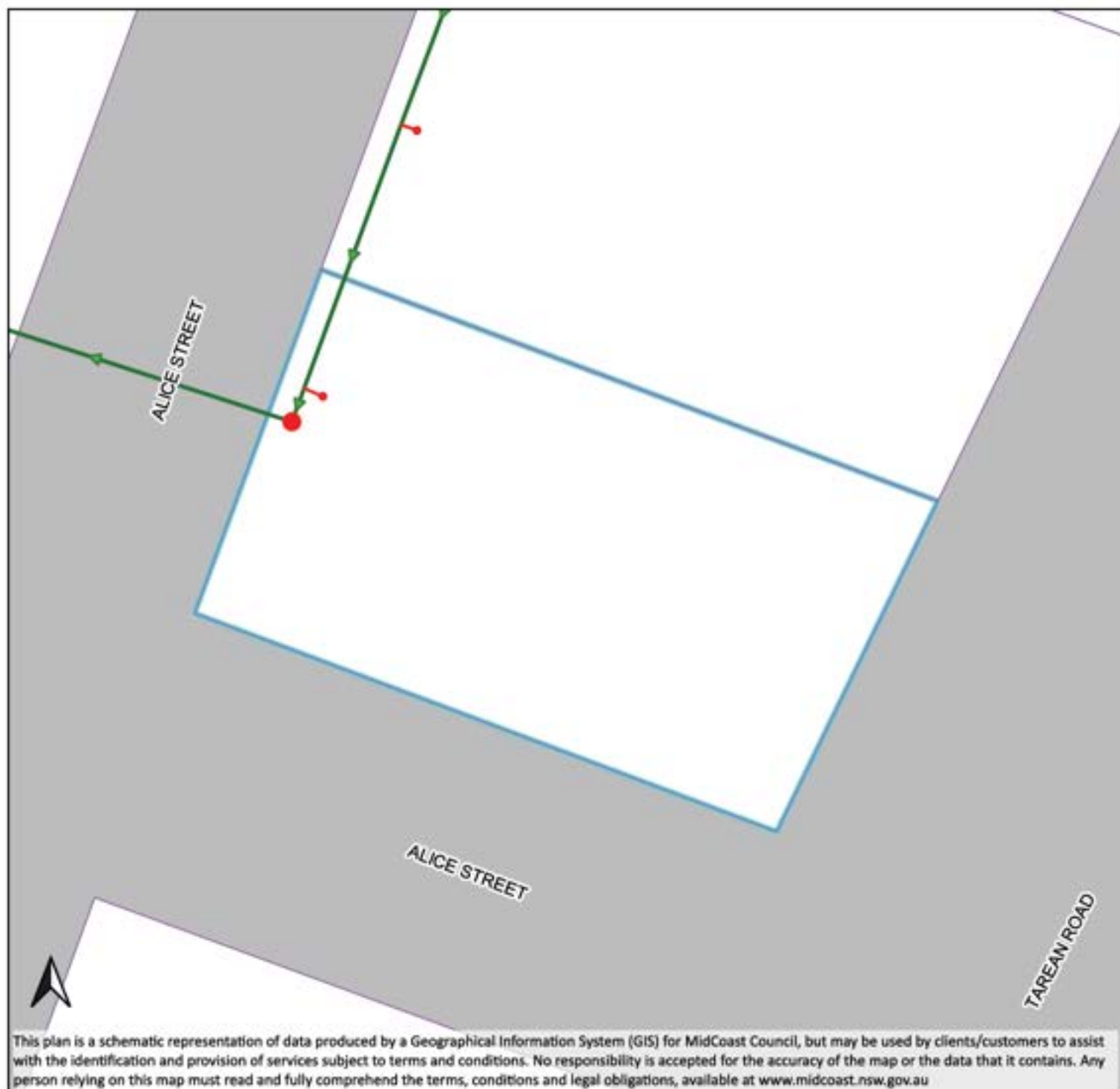
MIDCOAST
council

Sewer Location Diagram 623236

Lot 2

Plan DP656991

Address: 12 Alice Street KARUAH NSW 2324



Legend

- Sewer Service Connections
- Manhole
- Sewer Lateral Lines
- Gravity Main

Sewer Junction
existing at
from D.S.M.H.
Depth of Junction approx.

30331994
1 metres
30109792
0.4m

0 5 10 15 Metres

Annexure 1: Requisitions on Title

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

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.
 - (g) Has the vendor or the tenant of the premises taken any steps to seek any benefit or protection under any law enacted in response to the COVID-19 pandemic? If so, please provide details of the steps taken and of the progress or outcome of any negotiations or hearing.
 - (h) Has there been any application for land tax relief or residential tenancy support payment? If so, please provide details.
 - (i) Is the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative 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 and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Property Securities Act 2009* (Cth)? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. Subject to the Contract, the 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.
15. 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.
16.
 - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) 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 Information Certificate or 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 (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) 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 or any alternative indemnity product under the *Home Building Act 1989* (NSW).
- (f) Have any actions been taken, including the issuing of any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.
- 17.
- (a) 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?
- (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property? If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(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* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?
- Affectations/Benefits**
- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. 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?
22. 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) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
23. If the Property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 24.
- (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?
25. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to prevent the enjoyment of any rights appurtenant to the Property?

Capacity

26. 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

27. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
28. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
29. If any document required for 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.
30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
31. The purchaser reserves the right to make further requisitions prior to completion.
32. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

33. If the Contract is an off the plan contract:
- (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.
 - (d) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) in relation to the Property? If so, when was it made?
 - (e) The vendor should provide an occupation certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all buildings or structures on the Property.