

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	JKL Real Estate PO Box 666, Forster NSW 2428 Email: alex@jklrealestate.com	Phone: 6554 8717 0439 113 638 Ref: Alex Jacobs
co-agent		
vendor	Jessica Thomas and Samuel Lee Thomas 2 Reef Circuit, Blueys Beach NSW 2428	
vendor's solicitor	Key2 Conveyancing Pty Ltd Shop 1, 57-59 Wharf Street, Forster NSW 2428 PO Box 697, Forster NSW 2428	Phone: (02)6555 8788 Ref: ES:2024/KEY0078 7
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	2 Reef Circuit, Blueys Beach NSW 2428 Lot 21 in Deposited Plan 1253146 Folio Identifier 21/1253146	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: swimming pool	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify: _____

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

buyer's agent

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

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

Choices

Vendor agrees to accept a **deposit-bond**

☐ NO ☐ yes

Nominated Electronic Lodgement Network (ELN) (clause 4):

Manual transaction (clause 30)

☒ NO ☐ yes

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

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

Land tax is adjustable

☐ NO ☐ yes

GST: Taxable supply

☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

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

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

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

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

Purchaser must make an *GSTRW payment*
(GST residential withholding payment)

☐ NO ☐ yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
---	--

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • 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 – <ul style="list-style-type: none"> • 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.

2 REEF CCT, BLUEYS BEACH 2428

PROPERTY: 2 Reef Circuit, Blueys Beach NSW 2428

VENDOR: Jessica Thomas and Samuel Lee Thomas

ADDITIONAL PROVISIONS

The terms of the printed Contract to which these additional provisions are annexed shall be read subject to the following:

- a. If there is a conflict between these additional conditions and the printed Contract, then these additional provisions shall prevail.
- b. In the interpretation of this document words importing the singular number or plural number shall include the plural number and singular number respectively, and words importing any gender shall include any other gender.
- c. The parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provision shall be severed from this Contract and such remaining provisions shall remain in full force and effect.

33. The Purchaser acknowledges that the provisions of this Contract shall constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of this Contract.

34. The following clauses shall be amended or clarified as shown:

a) Clause 7.1.1 is amended by replacing "5%" with "3%"

b) Clause 18 is amended by adding the following:

The Purchaser shall not be entitled to make any objection, requisition, claim for compensation or to rescind this contract under any other condition or clause

c) Conditions 23.13 – 23.15 are deleted and replaced with "the purchaser shall be responsible for obtaining an information certificate at its own expense".

35. The purchaser warrants that he has not been introduced to the property other than by the vendor's agent noted on the front page of this contract.

The purchaser indemnifies the Vendor against any claim for commission arising as a result of a breach of this warranty by the purchaser. This clause shall not merge on completion.

36. The notice referred to in clause 15 of the printed form of contract shall require completion on a date not less than 14 days from the date of service of such notice. The effect of such notice is to make time of the essence of this agreement. Both parties acknowledge that the period of 14 days is a sufficient and reasonable time for a Notice to Complete have regard to all the circumstances of this agreement and the subject property. If a party serves a Notice to Complete, that party shall have the right to revoke or withdraw the Notice to Complete, issue a New Notice to Complete, or to extend any date stated in the Notice to Complete at any time at the party's sole and absolute discretion.

37. If the purchaser shall not complete this purchase by the completion date, without default by the vendor, then:

- a) the purchaser shall pay to the vendor on completion, in addition to the balance of purchase money, an amount calculated as ten percent (10%) interest per annum on

the balance of purchase money, computed at a daily rate from the day immediately after the completion date to the date on which this sale shall be completed. It is agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and any incidental expenses incurred other than rates and taxes.

38. If the Purchaser or Vendor or any one or more of them shall:

- a) die
- b) become mentally incapacitated, or
- c) Assign his estate for the benefit of his creditors, or, being a company, go into liquidation;

prior to completion of this contract, then either party may by notice in writing to the other party's solicitor or licensed conveyancer rescind this contract whereupon the provisions of this contract as to rescission shall apply.

39. Subject to the provisions of Part 4, Division 7 of the Conveyancing Act 1919, the Purchaser purchases the property, its improvements and inclusions in their present condition and state of repair and cannot require the Vendor to carry out any works on the land or to its improvements and inclusions.

40. Extension(s) to Cooling-off Period

If a cooling-off period applies to this Contract then on request for an extension and each subsequent occasion that the purchaser requests an extension thereof and the request is granted by the vendor, the purchaser must on completion pay a further sum of \$220.00 inclusive of GST for the vendor's additional legal costs associated with dealing with the purchaser's request(s) for each extension granted. These fees are agreed by the parties to be a genuine and reasonable pre-estimate of the vendor's actual costs. The payment of this fee is an essential term of this contract.

41. Execution of contract

- a) This contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument,
- b) For the purposes of the Electronic Transactions Act 2000, each of the parties consents to send and receive the executed counterparts by email,
- c) Submission of the executed counterpart for exchange by email will be accepted as a valid and binding execution of this contract,
- d) The Vendor and Purchaser acknowledge that the electronic version of this contract sent by email and signed by the respective party will be a true and original version of the contract and no other version will be provided unless agreed otherwise in writing by the parties.

42. In the event that the vendor is proposing to purchase another property and requires the deposit referred to in the front page of this contract to be released, then the purchaser hereby authorizes the release of such deposit provided that the deposit is to be placed in the trust account of the Real Estate Agent or Vendors licensed conveyancer or solicitor in such subsequent purchase.

43 In the event that the Purchaser pays less than 10% of the purchase price as deposit pursuant to clause 2 of this contract and if the Purchaser commits a breach entitling the

vendor to terminate the contract then the whole of the 10% deposit will become due and payable notwithstanding that this contract is not completed.

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

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

- a. 0.25% of the purchase price on the date this contract was made; and
- b. The remainder of the 10% deposit at any time before 5.00pm on the expiry of the cooling off period.

45. If the vendor requires the deposit to be available on completion, the purchaser authorises the depositholder to make available the deposit, or so much as may be required by the vendor, in readiness for settlement for the purpose of releasing the property from any mortgage charge or other encumbrance secured over the property and/ or for the purpose of effecting completion of the vendor's purchase of another property.



FOLIO: 21/1253146

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
8/2/2024	5:08 PM	3	14/8/2019

LAND

LOT 21 IN DEPOSITED PLAN 1253146
AT BLUEYS BEACH
LOCAL GOVERNMENT AREA MID-COAST
PARISH OF FORSTER COUNTY OF GLOUCESTER
TITLE DIAGRAM DP1253146

FIRST SCHEDULE

JESSICA THOMAS
SAMUEL LEE THOMAS
AS JOINT TENANTS (T AP303107)

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP1253146 EASEMENT TO DRAIN WATER 0.5 AND 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 DP1253146 EASEMENT TO DRAIN SEWAGE 3, 1.5 METRE(S) WIDE AND VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1253146 EASEMENT FOR SUPPORT 0.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1253146 EASEMENT FOR SUPPORT 0.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1253146 POSITIVE COVENANT REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 7 DP1253146 POSITIVE COVENANT REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
- 8 DP1253146 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT
- 9 AP461572 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Pending

PRINTED ON 8/2/2024

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlar

SHEET 1 OF 2 SHEETS

[illegible]

		HEIGHT DIFFERENCE	METHOD
SSM 66971A	SSM 266166	+2.234	TRIANGULAR TIE MEASURING
SSM 266156	SSM 266166	-3.352	TRIANGULAR TIE MEASURING
SSM 266157	SSM 266166	-6.331	TRIANGULAR TIE MEASURING
SSM 266158	SSM 266166	-1.000	TRIANGULAR TIE MEASURING
SSM 266159	SSM 266210	+2.165	TRIANGULAR TIE MEASURING
SSM 266210	SSM 266210	-1.664	TRIANGULAR TIE MEASURING
SSM 266261	SSM 266167	-1.312	TRIANGULAR TIE MEASURING
SSM 266167	SSM 266175	-10.464	TRIANGULAR TIE MEASURING
SSM 266175	SSM 66973B	-0.362	TRIANGULAR TIE MEASURING

COORDINATE SCHEDULE						
MARK	M/G A COORDINATES		CLASS	ORDER	STATE	METHOD
	EASTING	NORTHING				
SSM 65535	455644.918	6421464.153	C	3	FOUND	SCIMS
SSM 65536	455644.918	6421464.153	C	3	FOUND	SCIMS
SSM 68735	455644.900	6421464.508	C	1	FOUND	SCIMS
SSM 13084A	4556001.425	6412572.921	A	3	FOUND	SCIMS
SSM 205195	4556197.34	6416433.34	D	U	PLACED	CAO THRA
SSM 205196	4556172.42	6417055.24	D	U	PLACED	CAO THRA
SSM 205197	4556173.39	6417054.98	D	U	PLACED	CAO THRA
SSM 205198	455708.31	6417855.89	D	U	PLACED	CAO THRA
SSM 205199	455708.31	6417855.89	D	U	PLACED	CAO THRA
SSM 65520	4556270.0	6417535.35	D	U	PLACED	CAO THRA
SSM 65521	4556270.0	6417535.35	D	U	PLACED	CAO THRA
SSM 65522	4556270.0	6417535.35	D	U	PLACED	CAO THRA

DATE OF SCIMS COORDINATES 29/03/2019

M/G A ZONE: 56

M/G A DATUM: BDA 91

COMBINED STATE FACTOR: -0.939638

SURVEYOR
Name: THOMAS F. CAMPBELL
Date: 9/04/2019
Reference: 17A19

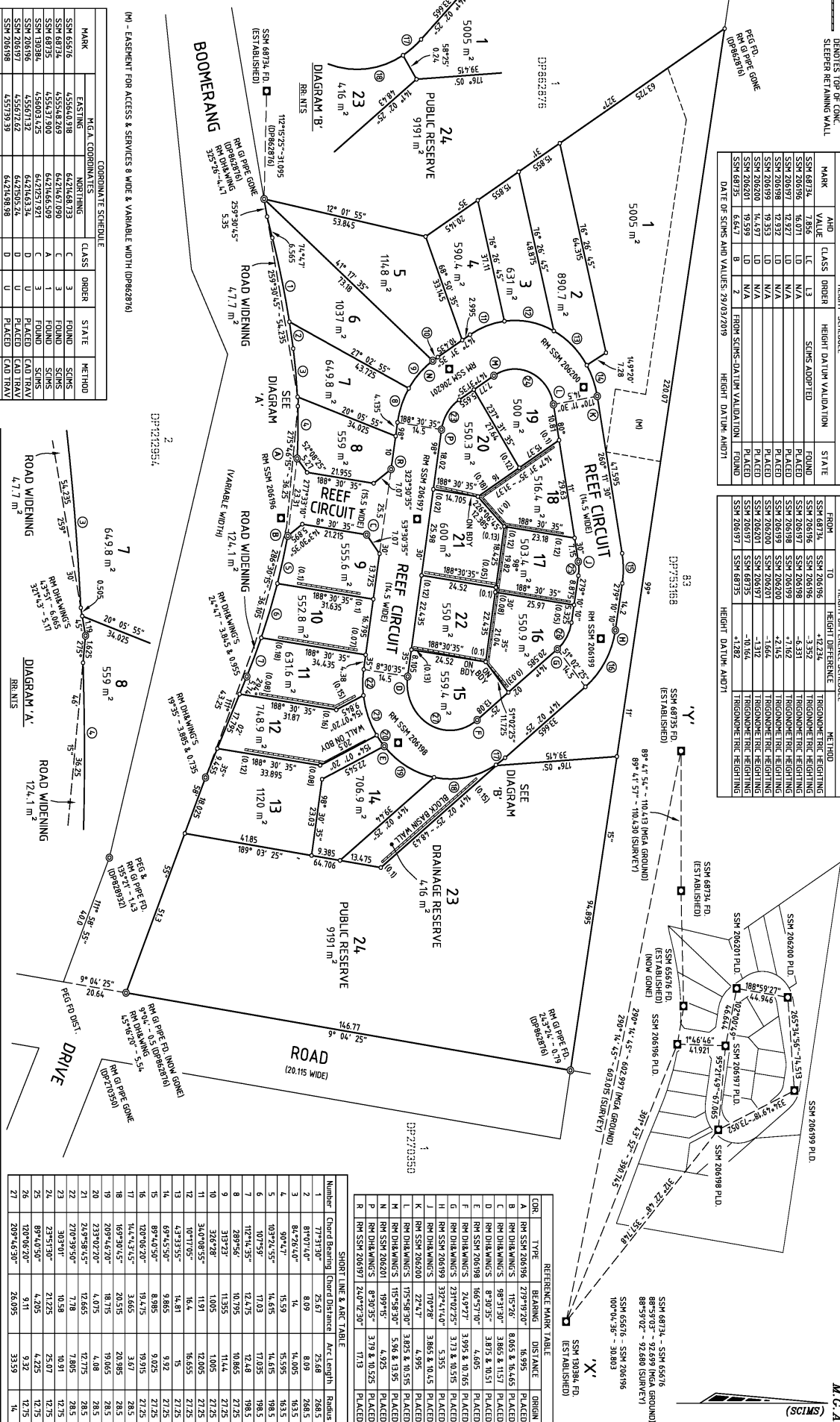
LGA: MID-COAST
Locality: BLUEYS BEACH
Reduction Ratio: 1:750
Lengths are in metres.

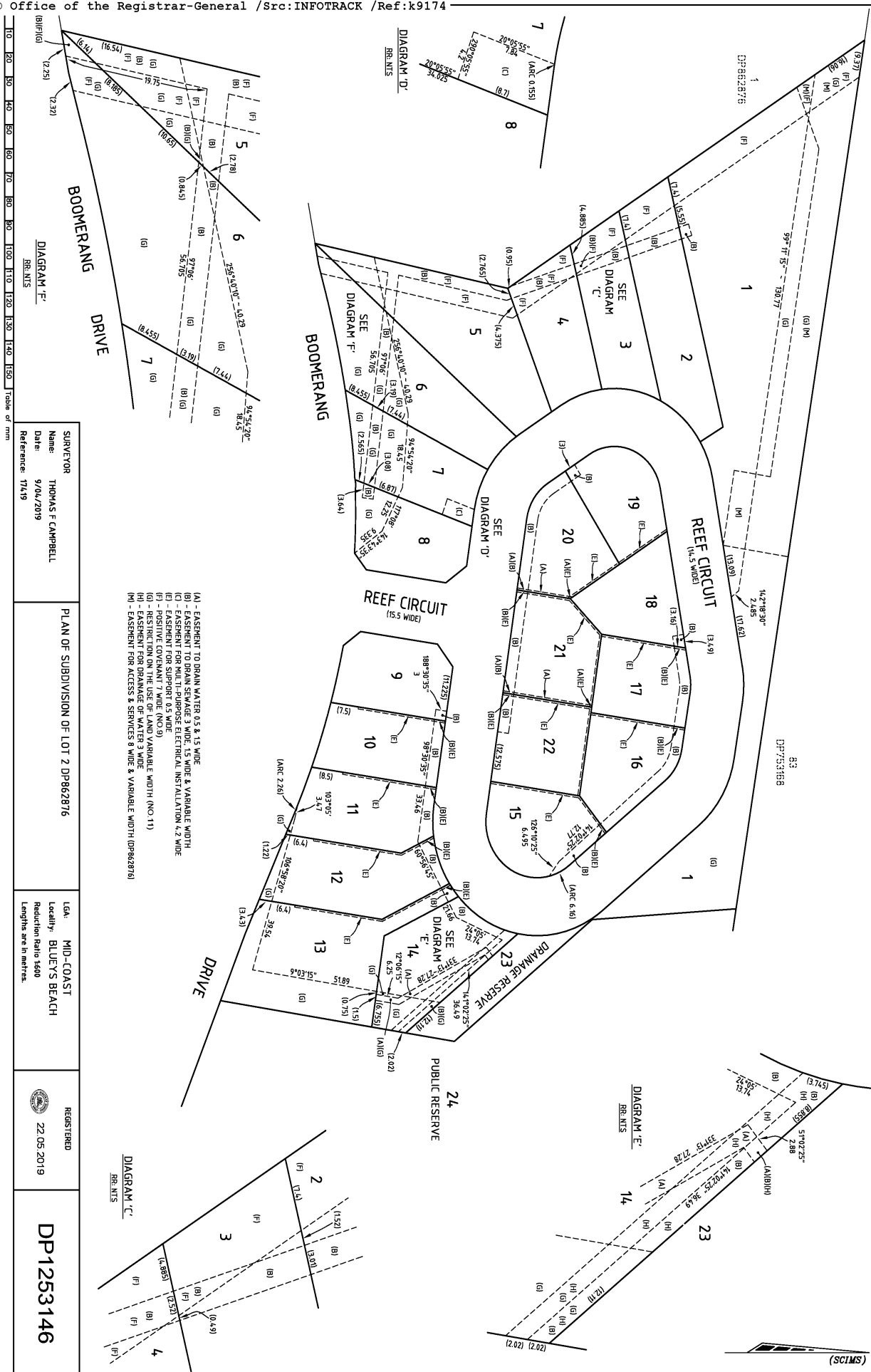
REGISTERED

22.05.2019


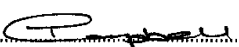
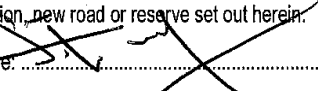



DP1253146




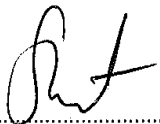


ePlan

PLAN FORM 6 (2018)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
<p>Office Use Only</p> <p>Registered:  22.05.2019</p> <p>Title System: TORRENS</p>	<p>Office Use Only</p> <p>DP1253146</p>	
<p>PLAN OF SUBDIVISION OF LOT 2 DP862876</p>	<p>LGA: MID-COAST Locality: BLUEYS BEACH Parish: FORSTER County: GLOUCESTER</p>	
<p>Survey Certificate I, <u>THOMAS F CAMPBELL</u> of <u>Delfs Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on <u>9/04/2019</u>, or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding ** was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X' - 'Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level Undulating / *Steep Mountainous</p> <p>Signature:  Dated: <u>9/04/2019</u></p> <p>Surveyor Identification No: <u>8704</u> Surveyor registered under the <i>Surveying and Spatial information Act 2002</i></p> <p>* Strike through if inapplicable. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: Date: File Number: Office:</p> <hr/> <p>Subdivision Certificate I, <u>Steve Embry</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:  Accreditation number: Consent Authority: <u>Mid-Coast Council</u> Date of endorsement: <u>7 May 2019</u> Subdivision Certificate number: <u>38/2019</u> File number: <u>DA - 249/2015</u></p> <p>* Strike through if inapplicable</p>	
<p>Plans used in the preparation of survey/compilation.</p> <p>DP 862876</p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>- IT IS INTENDED TO DEDICATE LOT 23 AS DRAINAGE RESERVE - IT IS INTENDED TO DEDICATE LOT 24 AS PUBLIC RESERVE - IT IS INTENDED TO DEDICATE REEF CIRCUIT & THE ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD</p>	
<p>Surveyor's Reference: 17419</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 4 sheet(s)																																																																																																																													
Registered:  22.05.2019		Office Use Only																																																																																																																													
PLAN OF SUBDIVISION OF LOT 2 DP862876		DP1253146																																																																																																																													
Subdivision Certificate number : 3612019 Date of Endorsement : 7 May 2019		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals - See 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 																																																																																																																													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>LOT</th> <th>STREET No.</th> <th>STREET NAME</th> <th>STREET TYPE</th> <th>LOCALITY</th> </tr> </thead> <tbody> <tr><td>1</td><td>15</td><td>REEF</td><td>CIRCUIT</td><td>BLUEYS BEACH</td></tr> <tr><td>2</td><td>13</td><td>REEF</td><td>CIRCUIT</td><td>BLUEYS BEACH</td></tr> <tr><td>3</td><td>11</td><td>REEF</td><td>CIRCUIT</td><td>BLUEYS BEACH</td></tr> <tr><td>4</td><td>9</td><td>REEF</td><td>CIRCUIT</td><td>BLUEYS BEACH</td></tr> <tr><td>5</td><td>7</td><td>REEF</td><td>CIRCUIT</td><td>BLUEYS BEACH</td></tr> <tr><td>6</td><td>5</td><td>REEF</td><td>CIRCUIT</td><td>BLUEYS BEACH</td></tr> <tr><td>7</td><td>3</td><td>REEF</td><td>CIRCUIT</td><td>BLUEYS BEACH</td></tr> <tr><td>8</td><td>1</td><td>REEF</td><td>CIRCUIT</td><td>BLUEYS BEACH</td></tr> <tr><td>9</td><td>27</td><td>REEF</td><td>CIRCUIT</td><td>BLUEYS BEACH</td></tr> <tr><td>10</td><td>25</td><td>REEF</td><td>CIRCUIT</td><td>BLUEYS BEACH</td></tr> <tr><td>11</td><td>23</td><td>REEF</td><td>CIRCUIT</td><td>BLUEYS BEACH</td></tr> <tr><td>12</td><td>21</td><td>REEF</td><td>CIRCUIT</td><td>BLUEYS BEACH</td></tr> <tr><td>13</td><td>19</td><td>REEF</td><td>CIRCUIT</td><td>BLUEYS BEACH</td></tr> <tr><td>14</td><td>17</td><td>REEF</td><td>CIRCUIT</td><td>BLUEYS BEACH</td></tr> <tr><td>15</td><td>14</td><td>REEF</td><td>CIRCUIT</td><td>BLUEYS BEACH</td></tr> <tr><td>16</td><td>12</td><td>REEF</td><td>CIRCUIT</td><td>BLUEYS BEACH</td></tr> <tr><td>17</td><td>10</td><td>REEF</td><td>CIRCUIT</td><td>BLUEYS BEACH</td></tr> <tr><td>18</td><td>8</td><td>REEF</td><td>CIRCUIT</td><td>BLUEYS BEACH</td></tr> <tr><td>19</td><td>6</td><td>REEF</td><td>CIRCUIT</td><td>BLUEYS BEACH</td></tr> <tr><td>20</td><td>4</td><td>REEF</td><td>CIRCUIT</td><td>BLUEYS BEACH</td></tr> <tr><td>21</td><td>2</td><td>REEF</td><td>CIRCUIT</td><td>BLUEYS BEACH</td></tr> <tr><td>22</td><td>16</td><td>REEF</td><td>CIRCUIT</td><td>BLUEYS BEACH</td></tr> <tr><td>23</td><td>N/A</td><td>REEF</td><td>CIRCUIT</td><td>BLUEYS BEACH</td></tr> <tr><td>24</td><td>N/A</td><td>REEF</td><td>CIRCUIT</td><td>BLUEYS BEACH</td></tr> </tbody> </table>			LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY	1	15	REEF	CIRCUIT	BLUEYS BEACH	2	13	REEF	CIRCUIT	BLUEYS BEACH	3	11	REEF	CIRCUIT	BLUEYS BEACH	4	9	REEF	CIRCUIT	BLUEYS BEACH	5	7	REEF	CIRCUIT	BLUEYS BEACH	6	5	REEF	CIRCUIT	BLUEYS BEACH	7	3	REEF	CIRCUIT	BLUEYS BEACH	8	1	REEF	CIRCUIT	BLUEYS BEACH	9	27	REEF	CIRCUIT	BLUEYS BEACH	10	25	REEF	CIRCUIT	BLUEYS BEACH	11	23	REEF	CIRCUIT	BLUEYS BEACH	12	21	REEF	CIRCUIT	BLUEYS BEACH	13	19	REEF	CIRCUIT	BLUEYS BEACH	14	17	REEF	CIRCUIT	BLUEYS BEACH	15	14	REEF	CIRCUIT	BLUEYS BEACH	16	12	REEF	CIRCUIT	BLUEYS BEACH	17	10	REEF	CIRCUIT	BLUEYS BEACH	18	8	REEF	CIRCUIT	BLUEYS BEACH	19	6	REEF	CIRCUIT	BLUEYS BEACH	20	4	REEF	CIRCUIT	BLUEYS BEACH	21	2	REEF	CIRCUIT	BLUEYS BEACH	22	16	REEF	CIRCUIT	BLUEYS BEACH	23	N/A	REEF	CIRCUIT	BLUEYS BEACH	24	N/A	REEF	CIRCUIT	BLUEYS BEACH
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY																																																																																																																											
1	15	REEF	CIRCUIT	BLUEYS BEACH																																																																																																																											
2	13	REEF	CIRCUIT	BLUEYS BEACH																																																																																																																											
3	11	REEF	CIRCUIT	BLUEYS BEACH																																																																																																																											
4	9	REEF	CIRCUIT	BLUEYS BEACH																																																																																																																											
5	7	REEF	CIRCUIT	BLUEYS BEACH																																																																																																																											
6	5	REEF	CIRCUIT	BLUEYS BEACH																																																																																																																											
7	3	REEF	CIRCUIT	BLUEYS BEACH																																																																																																																											
8	1	REEF	CIRCUIT	BLUEYS BEACH																																																																																																																											
9	27	REEF	CIRCUIT	BLUEYS BEACH																																																																																																																											
10	25	REEF	CIRCUIT	BLUEYS BEACH																																																																																																																											
11	23	REEF	CIRCUIT	BLUEYS BEACH																																																																																																																											
12	21	REEF	CIRCUIT	BLUEYS BEACH																																																																																																																											
13	19	REEF	CIRCUIT	BLUEYS BEACH																																																																																																																											
14	17	REEF	CIRCUIT	BLUEYS BEACH																																																																																																																											
15	14	REEF	CIRCUIT	BLUEYS BEACH																																																																																																																											
16	12	REEF	CIRCUIT	BLUEYS BEACH																																																																																																																											
17	10	REEF	CIRCUIT	BLUEYS BEACH																																																																																																																											
18	8	REEF	CIRCUIT	BLUEYS BEACH																																																																																																																											
19	6	REEF	CIRCUIT	BLUEYS BEACH																																																																																																																											
20	4	REEF	CIRCUIT	BLUEYS BEACH																																																																																																																											
21	2	REEF	CIRCUIT	BLUEYS BEACH																																																																																																																											
22	16	REEF	CIRCUIT	BLUEYS BEACH																																																																																																																											
23	N/A	REEF	CIRCUIT	BLUEYS BEACH																																																																																																																											
24	N/A	REEF	CIRCUIT	BLUEYS BEACH																																																																																																																											
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:- <ol style="list-style-type: none"> 1. POSITIVE COVENANT 2. EASEMENT TO DRAIN WATER 0.5 & 1.5 WIDE (A) 3. EASEMENT TO DRAIN SEWAGE 3 WIDE, 1.5 WIDE & VARIABLE WIDTH (B) 4. EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE (C) 5. RESTRICTION ON THE USE OF LAND 6. EASEMENT FOR SUPPORT 0.5 WIDE (E) 7. POSITIVE COVENANT 8. POSITIVE COVENANT 9. POSITIVE COVENANT 7 WIDE (F) 10. POSITIVE COVENANT 11. RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (G) 12. RESTRICTION ON THE USE OF LAND 13. EASEMENT FOR DRAINAGE OF WATER 3 WIDE (H) <p style="text-align: center;">If space is insufficient use additional annexure sheet</p>																																																																																																																															
Surveyor's Reference: 17419																																																																																																																															

ePlan

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 4 sheet(s)
Registered:  22.05.2019	Office Use Only	
PLAN OF SUBDIVISION OF LOT 2 DP862876	<div style="font-size: 2em; font-weight: bold;">DP1253146</div>	
Subdivision Certificate number : 36/2019 Date of Endorsement : 7 May 2019	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals - See 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	
<div style="text-align: right; margin-bottom: 20px;"> EXECUTED by) COASTAL DEVELOPMENTS) (NSW) PTY LTD) (A.C.N. 604 991 826)) in accordance with Section 127 of) the Corporations Act) </div> <div style="text-align: center; margin-bottom: 20px;">  </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Name: SKYE ROBERTS Position: SOLE DIRECTOR/SECRETARY </div> <div style="width: 45%; border-top: 1px dotted black;"> Name: Position: </div> </div>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 17419		

[illegible]

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
 INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON USE OF LAND
 OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO 88B OF THE
 CONVEYANCING ACT 1919.**

(Sheet 1 of 10)

PLAN:

DP1253146

PLAN OF SUBDIVISION OF LOT 2

DP862876

Subdivision Certificate No. 36/2019

dated 7 MAY 2019

**Full Name and Address of the
 Registered Proprietor of the Land**

**COASTAL DEVELOPMENTS (NSW) PTY
 LTD (ACN 604 991 826)
 10 Grahamstown Road
 Medowie NSW 2318**

Part 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement profit a prendre, restriction or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s) road(s), bodies or Prescribed Authorities:
1	Positive covenant	1, 2, 3, 4, 5, 6	Mid-Coast Council
2	Easement to drain water 0.5 & 1.5 wide (A)	14 20 21	13 18 18
3	Easement to drain sewage 3 wide, 1.5 wide & variable width (B)	1 to 22 inclusive	Mid-Coast Council
4	Easement for multi-purpose electrical installation 4.2 wide (C)	7	Essential Energy
5	Restriction on the use of land	6 to 13 inclusive	Mid-Coast Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
 INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON USE OF LAND
 OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO 88B OF THE
 CONVEYANCING ACT 1919.**

(Sheet 2 of 10)

PLAN:

DP1253146

PLAN OF SUBDIVISION OF LOT 2

DP862876

Subdivision Certificate No. 36/2019

dated 7 MAY 2019

6	Easement for support 0.5 wide (E)	10 11 12 13 15 16 17 19 20 21 22	9 10 11 12 16 and 22 17 18 18 18 17, 18 & 20 16, 17 & 21
7	Positive covenant	1 to 22 inclusive	Mid-Coast Council
8	Positive covenant	1 to 22 inclusive	Mid-Coast Council
9	Positive covenant 7.0 wide (F)	Part of lots 1 to 6 inclusive designated (F) on the Plan	Mid-Coast Council
10	Positive covenant	24	Mid-Coast Council
11	Restriction on the use of land VARIABLE WIDTH (G)	Part of lots 1, 5, 6, 7, 8, 11, 12, 13, 14 designated (G) on the Plan	Mid-Coast Council
12	Restriction on the use of land	1 to 22 inclusive	Every other lot except 23 and 24
13	Easement for drainage of water 3 wide (H)	14	Mid-Coast Council

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO 88B OF THE CONVEYANCING ACT 1919.

(Sheet 3 of 10)

PLAN:
DP1253146

PLAN OF SUBDIVISION OF LOT 2
DP862876
Subdivision Certificate No. 36/2019
dated 7 MAY 2019

Part 2 (Terms)

Terms of positive covenant numbered 1 in the plan:

The owner of a Lot Burdened must ensure roof-water overflow and stormwater runoff from any building pads located on a Lot Burdened discharge to the street kerb and gutter.

Terms of easement numbered 3 in the plan:

Terms as set out in part B of the Registered Memorandum AF361750.
Any Reference to MidCoast County Council is a reference to Mid-Coast Council.

Terms of easement numbered 4 in the plan:

Easement for multi-purpose electrical installation the terms of which are set out in Part C of Memorandum AG189384 as registered at Land Registry Services, NSW.

Terms of restriction numbered 5 in the plan:

No direct vehicular access is permitted from a Lot Burdened to Boomerang Drive.

Terms of easement numbered 6 in the plan:

6.1. In this Easement, the following term means:

"Retaining Wall" means the retaining wall located on the Lot Benefited and includes any accompanying footings.

6.2 The owner of the Lot Burdened grants to the owner of the Lot Benefited an easement of support over that part of the Lot Burdened containing the site of this easement for the purposes of supporting the Retaining Wall.

6.3 The owner of the Lot Benefited must keep the Retaining Wall in good repair and safe condition, and may do anything reasonably necessary for that purpose, including:

- (a) entering the Lot Burdened; and
- (b) taking anything on to the Lot Burdened; and
- (c) carrying out work.

6.4. The owner of the Lot Burdened must not:

- (a) interfere with the Retaining Wall or the support it offers; or
- (b) use the site of this easement in a way which may detract from the stability of or the support provided by the Retaining Wall.

6.5. If an owner of the Lot Burdened does or allows anything to be done which damages the Retaining Wall, fence or ancillary items, or impairs its effectiveness:

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON USE OF LAND
OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO 88B OF THE
CONVEYANCING ACT 1919.**

(Sheet 4 of 10)

PLAN:

DP1253146

PLAN OF SUBDIVISION OF LOT 2

DP862876

Subdivision Certificate No. 36/2019

dated 7 MAY 2019

- (a) the owner of the Lot Burdened shall be liable, at their expense, to properly repair and make good all such injury and damage; and
- (b) the owner of the Lot Benefited may serve not less than 14 days' notice on the owner of the Lot Burdened, requiring the damage to be repaired or the impairment removed.

If the owner of the Lot Burdened does not comply with the notice, the owner of the Lot Benefited and every person authorised by it, if required, may enter and repair the damage or remove the impairment, and may recover any reasonable costs from the owner of the Lot Burdened.

6.6. In exercising those powers (whether or not after serving such a notice), the owner of the Lot Benefited must:

- (a) ensure all work is done properly; and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened; and
- (c) cause as little damage as it practicable to the Lot Burdened and any improvement on it; and
- (d) restore the lot burdened as nearly as is practicable to its former condition; and
- (e) make good any collateral damage,

6.7. Excluding costs relating to any damage caused by the Lot Burdened as stated in items 6.4 and 6.5, the costs associated with the maintenance and upkeep of the Retaining Wall will be borne by the owner of the Lot Benefited.

Terms of positive covenant numbered 7 in the plan:

The owner of a Lot Burdened must at its own cost install and maintain, and continue to maintain in good condition and repair, the required components of the approved stormwater strategy under the Concept Water Sensitive Design Report prepared by Cardno dated 22 December 2014 (job reference 80515009 version 1) for the Lot, being a 2,000 litre rainwater tank for toilet and outdoor reuse.

Terms of positive covenant numbered 8 in the plan:

The owner of a Lot Burdened must not keep or introduce any cat on the Lot.

Terms of positive covenant numbered 9 in the plan:

Prior to the issuing of a Construction Certificate for any dwelling on a Lot Burdened, the owner of the Lot must, at its own cost, plant native trees and shrubs within the site of the positive covenant that assists in the movement of wildlife and landscape amenity of the land but in doing so must ensure this is undertaken and maintained in a manner that does not

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO 88B OF THE CONVEYANCING ACT 1919.

(Sheet 5 of 10)

PLAN:

DP1253146

PLAN OF SUBDIVISION OF LOT 2

DP862876

Subdivision Certificate No. 36/2019

dated 7 MAY 2019

exceed the density of an Inner Protection Area (IPA), as defined by the NSW Rural Fire Service guide "Planning for Bushfire Protection" 2006.

Terms of positive covenant numbered 10 in the plan:

The owner of a Lot Burdened must ensure, with respect to the site the subject of the positive covenant:

- (a) no harm is caused; and
- (b) the following activities must not be carried out:
 - (i) planting or introduction of non-local or non-native species;
 - (ii) clearing of native vegetation;
 - (iii) degradation of the natural state of flow, supply, quantity or quality of water
 - (iv) removal from, the introduction or disturbance of any soil or rocks or the construction of new dams;
 - (v) accumulation of rubbish or the storage of any materials; and
 - (vi) removal of any timber including fallen timber.

Terms of restriction numbered 11 in the plan:

The owner of a Lot Burdened must at all times manage the site the subject of the restriction as an "asset protection zone" in accordance with section 4.1.3 and Appendix 5 of the NSW Rural Fire Service guide "Planning for Bush Fire Protection" 2006, and the NSW Rural Fire Service document titled "Standards for asset protection zones".

Terms of restriction numbered 12 in the plan:

- 12.1 No main building shall be used or be permitted to be used other than for residential accommodation.
- 12.2 No existing dwelling house shall be partly or wholly moved to, placed upon, erected upon, re constructed on or permitted to remain on any Lot burdened.
- 12.3 No structure of a temporary character, basement, demountable, shack, shall be used at any time as a place of residence on any Lot burdened.
- 12.4 No noxious, noisome or offensive occupation, trade, business, manufacturing or industry shall be conducted or carried out on any Lot burdened.
- 12.5 No fence shall be erected on each Lot burdened to divide it from any adjoining land owned by Coastal Developments (NSW) Pty Ltd without the consent of that Company but such consent shall not be withheld if such fence is erected without

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON USE OF LAND
OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO 88B OF THE
CONVEYANCING ACT 1919.**

(Sheet 6 of 10)

PLAN:

DP1253146

PLAN OF SUBDIVISION OF LOT 2

DP862876

Subdivision Certificate No. 36/2019

dated 7 MAY 2019

expense to that company PROVIDED THAT this restriction shall remain in force only during such time as Coastal Developments (NSW) Pty Ltd is the registered proprietor of any lot in the Plan.

- 12.6 No fence shall be erected on each Lot burdened to divide it from any adjoining land unless the construction is lapped and capped timber.

Terms of restriction numbered 13 in the plan:

Terms as set out in part A of the Registered Memorandum AF361750.

Any Reference to MidCoast County Council is a reference to Mid-Coast Council.

Name of person empowered to release, vary or modify the easement numbered 2 in the plan:

Mid-Coast Council

Name of person empowered to release, vary or modify the restriction numbered 12 in the plan:

Coastal Developments (NSW) Pty Ltd for so long as it is the registered proprietor of any Lot(s) in the plan and thereafter the registered proprietor(s) for the time being of the Lot(s) benefited in the plan.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON USE OF LAND
OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO 88B OF THE
CONVEYANCING ACT 1919.**

(Sheet 7 of 8)

10

PLAN:

DP1253146

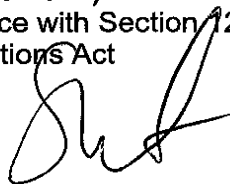
PLAN OF SUBDIVISION OF LOT 2

DP862876

Subdivision Certificate No. 36/2019

dated 7 MAY 2019

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



Name: SKYE ROBERTS

Title: SOLE DIRECTOR/SECRETARY

Name:

Title:

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON USE OF LAND
OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO 88B OF THE
CONVEYANCING ACT 1919.**

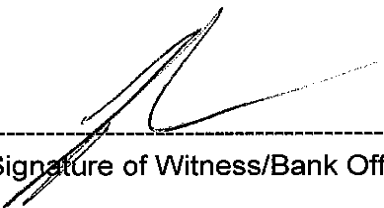
(Sheet 8 of 10)

PLAN:
DP1253146

PLAN OF SUBDIVISION OF LOT 2
DP862876
Subdivision Certificate No. 36/2019
dated 7 MAY 2019

EXECUTED by


Mortgage under Mortgage No)
Signed)
at Wickham this 6th day)
of May 20 19 for)
National Australia Bank Limited)
ABN 12 004 044 937)
by Tim Blakemore)
its duly appointed Attorney under Power of)
Attorney No. 39 Book 4512)



Signature of Witness/Bank Officer
JARROD GLOVER
ASSOCIATE

Print name of Witness/Bank Officer
SUITE 3, LEVEL 1
101 HANNELL STREET
WICKHAM NSW 2293

Address of Witness/Bank Officer



Signature of Attorney
(Level 3 Attorney)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON USE OF LAND
OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO 88B OF THE
CONVEYANCING ACT 1919.**

(Sheet 8 of 8)
9 10

PLAN:

DP1253146

PLAN OF SUBDIVISION OF LOT 2

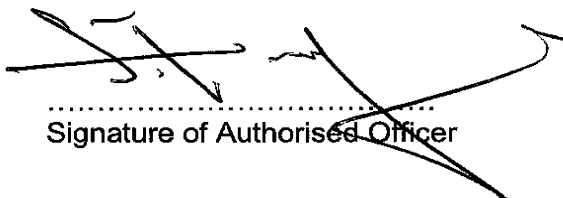
DP862876

Subdivision Certificate No. 36/2019

dated 7 MAY 2019

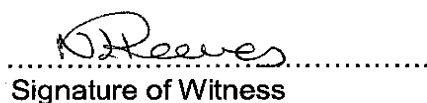
EXECUTED BY MIDCOAST COUNCIL by)
its authorised delegate pursuant to s.377)
Local Government Act 1993)

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



Signature of Authorised Officer

STEVE EMBRY
Name of Authorised Officer
(BLOCK LETTERS)



Signature of Witness

NAOMI REEVES
Name of Witness
(BLOCK LETTERS)

C/- PO Box 450
Forster NSW 2428
Address of Witness
(BLOCK LETTERS)

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON USE OF LAND
OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO 88B OF THE
CONVEYANCING ACT 1919.

(Sheet 8 of 8)
10 10

PLAN:
DP1253146


PLAN OF SUBDIVISION OF LOT 2
DP862876
Subdivision Certificate No. 36/2019
dated 7 MAY 2019

EXECUTED by

ESSENTIAL ENERGY by its duly appointed)
attorney under power of attorney)
Book 4743 No. 85 in the presence of)


.....
Signature of Witness

.....
Name of Witness
8 Buller Street
Port Macquarie
.....
Address of Witness


.....
Signature of Attorney
Martin English - Head of legal
Name & title of Attorney

REGISTERED



22.05.2019

PLANNING CERTIFICATE

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

APPLICANT:	Key2 Conveyancing 1/57 Wharf Street FORSTER NSW 2428
Certificate No:	PC2024/0461
Certificate Date:	09/02/2024
Property:	2 Reef Circuit BLUEYS BEACH NSW 2428
Title:	Lot 21 DP 1253146
Land No:	640248
Applicant's Ref:	KEY00787 THOMAS

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

Local Environmental Plans

Great Lakes Local Environmental Plan 2014

Development Control Plans

Great Lakes Development Control Plan 2014

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

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) Amendment (Manufactured Home Estates, Caravan Parks and Camping Grounds) 2023 – exhibition 17/11/2023 to 15/12/2023

(ii) Planning Proposal for a Local Environmental Plan

No proposed environmental planning instruments apply to the land.

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 Department of Planning, Housing and Infrastructure's website under Department of Planning, Housing and Infrastructure (nsw.gov.au) - Planning | Policy and legislation | State Environmental Planning Policies.

Detailed information on draft environmental planning instruments is available at the NSW Department of Planning, Housing and Infrastructure's website under - Planning | Plans for your area | Local planning and zoning | Planning proposals 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 R2 Low Density Residential - (Great Lakes LEP 2014)

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat launching ramps; Building identification signs; Business identification signs; Camping grounds; Car parks; Caravan parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Health consulting rooms; Helipads; Home-based child care; Home businesses; Hostels; Hotel or motel accommodation; Information and education facilities; Jetties; Medical centres; Moorings; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Recreation facilities (indoor); Respite day care centres; Roads; Secondary dwellings; Seniors housing; Sewerage systems; Shop top housing; Tank-based aquaculture; Water recreation structures; Water supply systems; Wharf or boating facilities

4 Prohibited

Any development not specified in item 2 or 3

Detailed information on the land zone mapping is available at the NSW Department of Planning, Housing and Infrastructure's ePlanning Spatial Viewer website; 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.*

No fixed minimum land dimensions apply to this land.

(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 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.

Yes, the land is identified under the Great Lakes Local Environmental Plan 2014 as being within a Protected Wildlife Corridor 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

No local authority draft land use zones apply.

Detailed information on the land zone mapping is available at the NSW Department of Planning, Housing and Infrastructure's ePlanning Spatial Viewer website; 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.

No planning proposal for a local environmental plan includes a development standard to fix a minimum land dimension for the erection of a dwelling house on the land.

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

No planning proposal for a local environmental plan includes an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016* on the land.

(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 for the purposes of heritage conservation.

(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 - Forster District Contributions Plan 2015
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 as within 1.19(1)(e)(v) an environmental planning instrument protected area - Great Lakes LEP 2014 (7.9) Protection of Wildlife Corridors, 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 within 1.19(5)(f)(v) an environmental planning instrument protected area - Great Lakes LEP 2014 (7.9) Protection of Wildlife Corridors, therefore Complying Development under the following Complying Development Codes may not be undertaken on the land:

(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 Department of Planning and Environment.

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.

The exempt development may be carried out on land under the following exempt development codes:

- Division 1 General Code
- Division 2 Advertising and Signage Code
- Division 3 Temporary Uses and Structures Code

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, Council is not aware of any affected building notice is in force on the land.

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

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

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

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

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 NSW Department of Planning, Housing and Infrastructure's website under Department of Planning, Housing and Infrastructure (nsw.gov.au) - Planning | Policy and legislation | State Environmental Planning Policies.

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 Reserved for Acquisition map 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 Flood Risk Management Manual. Flood Risk Management Manual means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023. Probable maximum flood has the same meaning as in the Flood Risk Management 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 or not the land is affected by a policy—

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

Council **has not** adopted a policy or been notified of any adopted policy of another public authority, that restricts development on the land because of the likelihood of landslip, subsidence or salinity.

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

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.

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*.

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 the NSW Department of Planning, Housing and Infrastructure.

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

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

Adrian Panuccio
GENERAL MANAGER



2 Biripi Way | PO Box 482
Taree NSW 2430

09 February 2024

Key2 Conveyancing
1/57 Wharf Street
FORSTER NSW 2428

Your Ref: KEY00787 THOMAS

Our Ref: ENG2024/0236

Owner Details

J Thomas & S L Thomas

Property Details

Lot 21 DP 1253146

Property Address

2 Reef Circuit
BLUEYS BEACH NSW 2428

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 7955 7777.

Dated: 09/02/2024

Adrian Panuccio

General Manager



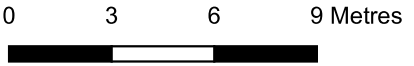
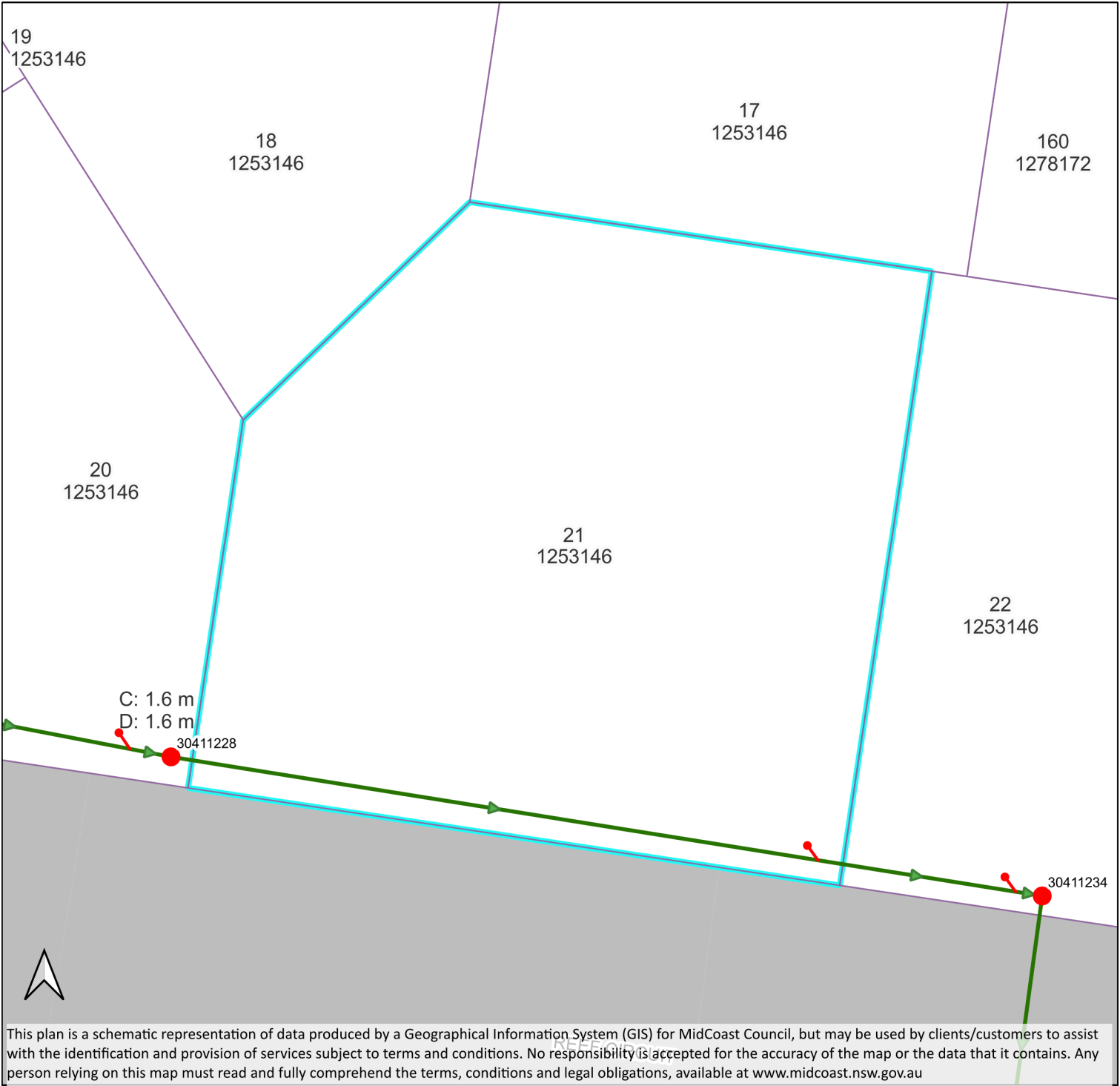
MIDCOAST
council

Sewer Service Diagram 640248

Lot 21

Plan DP1253146

Address: 2 Reef Circuit BLUEYS BEACH NSW 2428

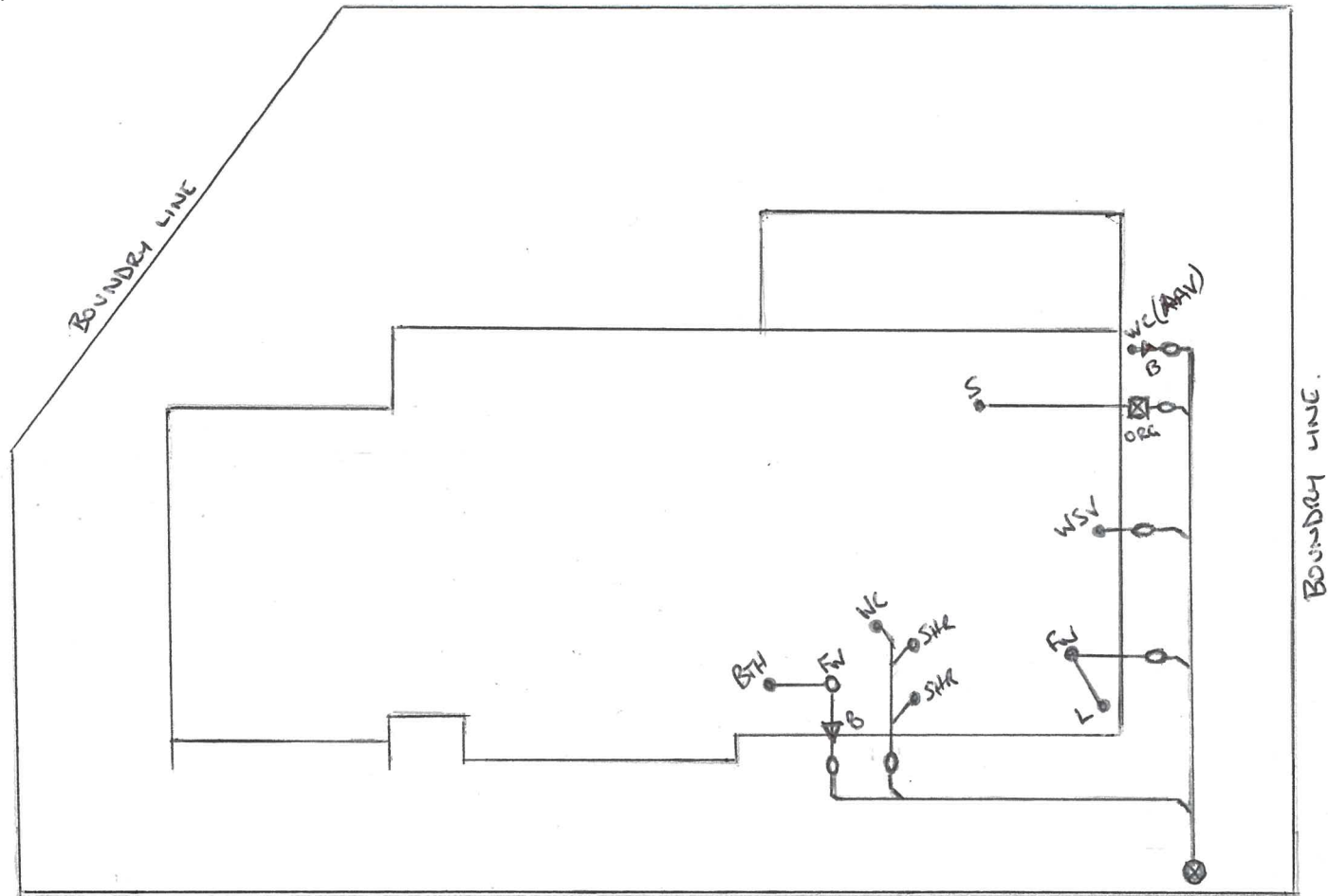


Legend

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

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

30411250
9.45 metres
0
m



SEWER SERVICE DIAGRAM

Lot No. 21 DP No. 1253146 House No. 2
Street REEF CLT
SUBURB OF BLUEYS BEACH
LGA. _____
Licence No. 1949956
SCALE _____ SSD No. _____
Now / COC No. 1D 89018 Date 18/8/20
Signature: S. Smith

- Boundary Trap
- Inspection Shaft
- Inspection Opening
- Gully
- FW
- Vertical Junction
- Sloped Junction
- On Back Junction

- AAV Air Admittance Valve
- B Basin
- Bth Bath Waste
- Bid Bidet
- CO Clean Out
- FW Floor Waste Gully
- Shr Shower
- S Sink (kitchen)

- BS Sink (bar)
- (L) Trough (laundry)
- WC Water Closet
- Vert Vertical Pipe
- WS Waste Stack
- SVP Sewer Vent Pipe
- V Vent Pipe
- IPMF Induct Pipe Mica Flap

- Chr Chamber
- Pit Pit
- G Grease Interceptor
- Pump Unit
- Onsite Treatment System
- Reflux Valve
- Capped Point
- Provisional (future) drain point

NOTES: • This diagram was supplied by the plumber/drainers whose licence number appears above.
• It has been drawn to show the approximate location of the private sewerage service pipes and may not be accurate.
• Any broken/dashed lines denote the assumed (not verified) position of private sewerage services.
• Further acceptable abbreviations may be used as identified in AS/NZS 3500.2.2003 Sanitary Plumbing and Drainage Table 6.1 and Fair Trading's Sewer Service Diagram Requirements document.



14 September 2021

Samuel & Jessica Thomas
1/89 Boomerang Drive
BOOMERANG BEACH NSW 2428

Our Reference: 2020/013

Applicant's Copy/Owner's Copy/Council's Copy/File Copy

OCCUPATION (FINAL) CERTIFICATE No. 2020/013

Issued under the Environmental Planning & Assessment Act 1979 Clause 79P of EP&A Regulation 1994

PROPERTY DETAILS

Property Details:	Lot 21 DP 1253146 2 Reef Circuit, Blueys Beach NSW 2428	
Whole or Section of Building:	Whole	
Description of Building:	Dwelling & swimming pool	
Date of Inspection:	23 July 2021	
BCA Building Classification:	1(a) & 10(b)	
Development Consent:	No.: 176/2020	Date: 13 December 2019
Construction Certificate:	No.: 2020/013	Date: 30 January 2020
Principal Certifying Authority:	Ian Watson (Accreditation No. BPB0431)	
Accreditation Body:	Building Professionals Board.	

DETERMINATION

Type of Certificate: Occupation Certificate

Date of Construction Certificate: 30 January 2020

CERTIFICATE

Ian Watson certifies that:

- ✓ He was appointed as the Principal Certifying Authority under Section 109E of *Environmental Planning and Assessment Act, 1979*.
- ✓ A construction certificate has been issued with respect to the plans and specifications for the building.
- ✓ The building is suitable for occupation in accordance with its classification under the Building Code of Australia.
- ✓ A development consent is in force for the building.



IAN WATSON

Coastcert
Private Certifiers
email: ian@coastcert.com.au

Dated: 14 September 2021

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	0a21c0f8
Property Address:	2 REEF CIRCUIT BLUEYS BEACH
Date of Registration:	29 March 2021
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	Inground fibreglass pool

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

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

Please remember:

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

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

This is NOT a Certificate of Compliance



Steven R Murray Pty Limited

Authorised Representative No: 253250

ABN: 73 106 179 364

Trading as

Insurance & Investment Advisers

Shop 7/60 Manning St Tel: (02) 6555 5022

Tuncurry NSW 2428



**AUTHORISED
BROKER**

Community Broker
Network Pty Ltd

ABN 60 096 916 184 | AFSL 233750

We have arranged the following insurance cover effective from the 10/12/2019. Please review the details thoroughly to ensure all information is correct and policy coverage meets your requirements.

Page 1 of 2

TAX INVOICE

This document will be a tax invoice
for GST when you make payment

Invoice Date: 11/12/2019

Invoice No: 75024

Our Reference: GRAHOM09S

Should you have any queries in relation to this account,
please contact your Account Manager

InsureMore

Gravity Homes Pty Ltd
Lennon Fisher
PO Box 131
PACIFIC PALMS NSW 2428

Class of Policy: NSW Builders Warranty
Insurer: Home Building Compensation Fund (HBCF)
Level 17, 201 Elizabeth Street, SYDNEY NSW 2000
ABN: 97 369 689 650
The Insured: Gravity Homes Pty Ltd

NEW POLICY

Policy No: T/B/A

Period of Cover:

From **10/12/2019**
to **10/12/2020** at 4:00 pm

Details: See attached schedule for a description of the risk(s) insured

2 Reef Circuit Blueys Beach NSW 2428

Your Premium:

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Broker Fee
\$2,109.00	\$0.00	\$0.00	\$230.90	\$208.79	\$200.01
TOTAL					\$2,748.70

YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance with an Insurer, you must disclose to the Insurer every matter that you know, or could reasonably be expected to know, that is relevant to the Insurer's decision whether to accept the risk of the insurance, and if so on what terms. You must answer the specific questions truthfully and accurately and not misrepresent the nature of the risk to the insurer. The duty also applies when you seek to renew, extend or alter a policy. It applies up to the time the policy is renewed, extended or altered.

NON-DISCLOSURE

If you do not comply with your duty of disclosure, the Insurer may be entitled to reduce their liability under the contract in respect of a claim and/or cancel the contract. If your non-disclosure is fraudulent, the Insurer may decline the claim and may avoid the contract from its beginning. (see Important Notices attached)



Bill Code: 268359
Ref: 173005269259826

Contact your financial institution to make this
payment from your nominated account.

Our Reference: GRAHOM09S

Invoice No: 75024

Acct Man: InsureMore



Mail this portion with your cheque payable to:
Community Broker Network Pty Ltd
PO Box 19
Tuncurry NSW 2428



To pay with your
VISA, Mastercard or AMEX - surcharges apply
Visit <https://www.cbnet.com.au/pay-your-premium/>
Client Ref: 175269X Invoice Ref: 75024

AMOUNT DUE

\$2,748.70

Schedule of Insurance

Page 2 of 2

Class of Policy: NSW Builders Warranty
The Insured: Gravity Homes Pty Ltd

Policy No: T/B/A
Invoice No: 75024
Our Ref: GRAHOM09S

Method of Payment	- Refer to your schedule
Direct Debited Monthly By	- Paid By One Annual Payment
Emergency Claims	- Contact Insurer

Policy Schedule Details

Certificate in Respect of Insurance: Residential Building Work by Contractors

A contract of insurance complying with sections 92 and 96 of the Home Building Act 1989 (the Act) has been issued by the NSW self Insurance Corporation who is responsible for management of the Home Building Compensation Fund

In Respect of:	New Single Dwelling Construction
At:	2 Reef Circuit Blueys Beach NSW 2428
Homeowner:	Sam & Jess Thomas
Carried Out By:	Gravity Homes Pty Ltd
Licence Number:	239340C
Builder ABN:	78147768054
Declared Contract Price:	\$250,000
Contract Date:	12/07/2019

Subject to the Act and the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary.

The certificate should be read in conjunction with the policy wording current as at the time of issue and available at the Home Building Compensation Fund website at www.hbcf.nsw.gov.au

****Note: this is an invoice only. The warranty certificate will be issued immediately upon receipt of payment. If payment has already been made you will find the certificate has also been sent along with this invoice.***