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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Meeks Real Estate 347 Main Road Cardiff NSW 2285	**phone**: (02) 4954 7447 **email**: sales@meeksrealestate.com.au **ref**: Paul Meeks
co-agent	Nil	
vendor	Henri Jean Levin and Stacey Janelle Ella Natalie Levin 16 Jason Court Glendale NSW 2285	
vendor's solicitor	Mason Lawyers 1/22 Lake Street, Warners Bay NSW 2282	**phone**: 02 4947 2755 **email**: jcousins@masonlawyers.com.au **ref**: 31967
date for completion	35 days after the Contract date	(clause 15)
land (address, plan details and title reference)	16 Jason Court Glendale NSW 2285 LOT 106 DEPOSITED PLAN 1062995 Folio Identifier 106/1062995	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☐ garage ☒ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: shed	
attached copies	☒ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☒ air conditioning	☒ clothes line	☒ fixed floor coverings	☒ range hood
	☒ blinds	☐ curtains	☒ insect screens	☐ solar panels
	☒ built-in wardrobes	☒ dishwasher	☒ light fittings	☒ stove
	☒ ceiling fans	☐ EV charger	☐ pool equipment	☒ TV antenna
	☒ other: garden shed, smoke alarm			

exclusions		
purchaser		
purchaser's solicitor		
price		
deposit	_____	(10% of the price, unless otherwise stated)
balance		
contract date		(if not stated, the date this contract was made)

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

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

buyer's agent

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

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SIGNING PAGE

VENDOR	**PURCHASER**
Signed by _____ Vendor _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser

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

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Choices

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

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

☐ 33 property certificate for strata common property
☐ 34 plan creating strata common property
☐ 35 strata by-laws
☐ 36 strata development contract or statement
☐ 37 strata management statement
☐ 38 strata renewal proposal
☐ 39 strata renewal plan
☐ 40 leasehold strata - lease of lot and common property
☐ 41 property certificate for neighbourhood property
☐ 42 plan creating neighbourhood property
☐ 43 neighbourhood development contract
☐ 44 neighbourhood management statement
☐ 45 property certificate for precinct property
☐ 46 plan creating precinct property
☐ 47 precinct development contract
☐ 48 precinct management statement
☐ 49 property certificate for community property
☐ 50 plan creating community property
☐ 51 community development contract
☐ 52 community management statement
☐ 53 document disclosing a change of by-laws
☐ 54 document disclosing a change in a development or management contract or statement
☐ 55 document disclosing a change in boundaries
☐ 56 information certificate under Strata Schemes Management Act 2015
☐ 57 information certificate under Community Land Management Act 2021
☐ 58 disclosure statement - off the plan contract
☐ 59 other document relevant to the off the plan contract

Other

☐ 60

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

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

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

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

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

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

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

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Cooling off period (purchaser's rights)

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

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

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

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

3 There is NO COOLING OFF PERIOD—

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

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

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

(d) if the contract is made in consequence of the exercise of an option 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.

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WARNINGS

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

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

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

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

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

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

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

6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.**

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

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

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

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

11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**

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

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

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

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

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

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

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

4 Electronic transaction

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

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

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

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

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

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

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

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

the *party* entitled to them.

5 Requisitions

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

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

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

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

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

6 Error or misdescription

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

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

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

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

9 Purchaser's default

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

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

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

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

10 Restrictions on rights of purchaser

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

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

The vendor must do 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.

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13 Goods and services tax (GST)

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

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

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –

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.

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14 Adjustments

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

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

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

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

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

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

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

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

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

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

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

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

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

15 Date for completion

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

16 Completion

● Vendor

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

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

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

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

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

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

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

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

16.7 On completion the deposit belongs to the vendor.

17 Possession

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

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

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

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

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

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18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.

23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.

23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.

23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● Notices, certificates and inspections

23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.

23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.

23.12 The vendor can complete and send the interest notice as agent for the purchaser.

23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● Meetings of the owners corporation

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

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
  - a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

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24.4 If the *property* is subject to a tenancy on completion –

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do 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.

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BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

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BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

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

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

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BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

32 Residential off the plan contract

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

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

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

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

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

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BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

33. Amendments to Contract

(a) Clause 5.2 is amended by the deletion of "21" and the insertion of "14" in lieu thereof.

(b) Clause 7 is amended by the deletion of sub-clause 7.1.1.

(c) Clause 8 is varied by the insertion of “or claim” after “requisition” in each of the sub-clauses thereto.

(d) Clause 25.2 is varied by the deletion of "7" and the insertion of "21" in lieu thereof.

34. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

35. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

(a) In its present condition and state of repair;

(b) Subject to all defects latent and patent;

(c) Subject to any infestations and dilapidation;

(d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and

(e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek to, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

36. Foreign Purchaser

The purchaser warrants:

(a) That the purchaser is not a foreign person within the meaning of the *Foreign Acquisition and Takeovers Act 1975* (Cth); or

(b) That the purchaser is a foreign person within the meaning of the *Foreign Acquisition and Takeovers Act 1975* (Cth) and that the treasurer of the

Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser.

37. No warranty as to use

The purchaser must satisfy themselves as to the effect on the property of any environmental planning scheme or other statutory or other requirement. The vendor gives no warranty as to the conditions relating to the use of the property by the purchaser or any other party. The purchasers must satisfy themselves as to the use of the property and all consents required for such use for the purchaser's purposes. The purchaser may not delay settlement nor make any requisition, objection or claim for compensation nor have any right of rescission or termination in relation to these matters.

38. Guarantee where Purchaser is a Proprietary Company

(a) This Clause applies if the Purchaser is a proprietary company.

(b) For the purposes of this clause "*Covenantor*" means the persons who sign this contract as directors or secretaries of the Purchaser. The obligations of those who comprise the Covenantor will be joint and several.

(c) In consideration of the Vendor at the request of the Covenantor entering into this Agreement the Covenantor:

(i) Covenants with the Vendor that the Covenantor will be with the Purchaser jointly and severally liable to the Vendor for the due performance of all the terms and conditions on the part of the Purchaser contained in this Agreement;

(ii) Guarantees to the Vendor the punctual payment of all money payable to the Vendor under this Agreement and the performance of the terms and conditions of this Agreement; and

(iii) If for any reason the Agreement is not enforceable by the Vendor against the Purchaser in whole or in part, the Covenantor will indemnify the Vendor against all loss, including all money which would have been payable by or recoverable from the Purchaser had this Agreement been enforceable against the Purchaser.

39. Payment of Reduced Deposit

(a) Despite any other provision of this contract, if:

(i) The deposit agreed to be paid, or actually paid, by the purchaser is less than 10% of the purchase price; and

(ii) The vendor becomes entitled to terminate this Contract;

the purchaser must immediately, without requirement for a demand, pay to the vendor the difference between 10% of the purchase price and the amount actually paid to the intent that a full 10% of the purchase price is forfeitable by way of deposit upon termination.

(b) In the event of the Purchaser failing to comply with the provisions of this clause:

(i) The amount of the unpaid deposit is recoverable immediately (whether or not this contract is terminated) from the Purchaser as a

liquidated debt; and

(ii) The commencement, maintenance or obtaining of judgement in such proceedings will not prejudice the vendor's entitlement to commence further proceedings for damages for breach of this Contract.

(c) The benefit of this clause will not merge on termination of this contract.

40. Payment of Deposit by Instalments

(a) This clause only applies in the event of the Schedule to this clause being completed.

(b) Notwithstanding any other clause in this contract to the contrary, the parties agree that it is an essential term of this contract that the deposit be paid in the following manner:

(i) The sum specified in the Schedule to this clause ("*the Initial Deposit*"), on the making of this Contract; and

(ii) The balance of the Deposit, on or before 5pm on the fifth business day after the making of this Contract;

and each of such times is essential.

Schedule to Clause 40	
Initial Deposit (payable on the making of this Contract):	$

41. Subject to Finance

WARNING: This clause only applies if the Schedule to this clause is completed.

(a) This clause only applies in the event of the Schedule to this clause being completed with the Finance Amount.

(b) Completion of this Contract is subject to a condition precedent (in this clause referred to as "*the Finance Condition*") namely, the purchaser obtaining approval for a loan of not less than the amount specified in the Schedule to this Clause, from the source (if any) specified in the Schedule, on the security of a first mortgage over the land on or before the date specified in the Schedule (or any extended date to which the vendor may agree in writing) ("*the Finance Approval Date*").

(c) The purchaser covenants with and warrants to the vendor that the purchaser:

(i) Has made and will make every necessary application for the loan;

(ii) Has not and will not withdraw any application for the loan; and

(iii) Has signed and will sign every document, and has performed and will perform every act, necessary to enable the purchaser to satisfy the Finance Condition.

(d) If prior to or on the Finance Approval Date, the Finance Condition is satisfied, the Purchaser must within one (1) business day from the date on which the Finance Condition is satisfied serve notice on the Vendor in writing of that fact.

(e) If on the Finance Approval Date, the Finance Condition has not been satisfied the Purchaser must, by no later than 5.00pm on the business day following the Finance Approval Date, by service of notice in writing on the Vendor:

(i) Notify the Vendor that the Finance Condition has not been satisfied; and

(ii) Signify their election whether or not to rescind this Contract.

(f) The Vendor may, upon receipt of a notice of rescission under sub-clause 41(d) require the Purchaser to furnish such reasonable information and documentation to satisfy the Vendor that the Purchaser has complied with his obligations under sub-clause 41(c) provided that any such request by the Vendor must be served on the Purchaser within three (3) business days of the Vendor's receipt of the notice of rescission.

(g) In the event of rescission of this Contract by the Purchaser under this clause, and subject to the Purchaser having complied with sub-clause 41(f):

(i) The Vendor shall be entitled to retain from the deposit the sum of $550.00 on account of the Vendor’s legal and other expenses; and

(ii) The balance of the deposit is to be refunded to the Purchaser.

(h) The Purchaser may exercise the option to rescind only if they have complied with the provisions of this clause, in particular sub-clause 41(c).

(i) If the notification of the non-satisfaction of the Finance Condition or election to rescind is not served on the Vendor by 5.00pm on the business day following the Finance Approval Date, the Purchaser will be deemed to have waived the right to rescind under this clause.

(j) The Finance Condition is entirely for the benefit of the Purchaser. The Purchaser may, at any time by notice in writing to the Vendor, waive the benefit of the Finance Condition, whereupon the condition will be deemed to be satisfied on the date of the notice.

Schedule to Clause 41	
The Finance Amount:	
The Finance Source:	
The Finance Approval Date:	

42. Notices to Perform and Complete

(a) Should any event arise entitling either party to issue a Notice to Perform upon the other, then the parties agree that a period of seven (7) days from the service of such notice making time of the essence shall be a proper and reasonable time.

(b) Should any event arise entitling either party to issue a Notice to Complete upon the other then the parties agree that a period of fourteen (14) days from the service of such a notice making time of the essence shall be a proper and reasonable time.

43. Late Completion

(a) If completion is not effected on the nominated day due to the purchaser's default, the purchaser must pay to the vendor on completion, in addition to the balance of the purchase price:

(i) The sum of $330.00 on account of the additional legal fees incurred by the vendor relative to the delay; and

(ii) Interest on the purchaser price at the rate of ten percent (10%) per annum calculated from that date to the date of completion.

(b) The parties agree that the payments under this clause are made on account of damages and that the vendor shall not be required to settle unless such amounts are paid on completion.

(c) The parties further agree that payments under this clause are without prejudice to the vendor's right to commence action for breach of contract in respect of any loss sustained out of the purchaser's breach, but such amount shall be taken into account in assessing damages payable in the action.

44. Sewer Lines Location Diagram

The parties acknowledge and agree:

(a) The Property is within the area serviced by Hunter Water Corporation; and

(b) Hunter Water Corporation does not make Sewer Lines Location Diagrams available in the ordinary course of administration.

45. Limited or Qualified Title

(a) This clause applies if the title to the property is Limited or Qualified.

(b) Notwithstanding any other provision in this contract, the vendor is under no obligation to provide to the purchaser an Abstract of Title or Old system documents in respect of the property, or to otherwise prove prior old system title in relation to the property.

(c) The purchaser must not make any requisition, objection or claim for compensation, and will have no right of rescission, in respect of the limitation or qualification on the title to the property.

46. Death or incapacity

(a) Subject to clause 46(b), notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

(b) The provisions of this clause do not apply in the event of the death of a vendor who holds his or her interest in the property as a joint tenant.

47. Contract Alterations

The parties authorise their respective legal representatives (including employees of their legal representative) to make alterations to this Contract (including any attachments hereto) after execution by a party. Such alterations will be binding on the party as if the alterations were made prior to execution by that party.

48. Severability of Clauses

Each clause (including sub-clause and special condition) of this Contract is severable from each other clause (including sub-clause and special condition) and the invalidity or unenforceability of any clause (including sub-clause or special condition) will not prejudice or affect the validity or enforceability of any other clause (including sub-clause or special condition).

49. Whole Agreement

This contract comprises the whole of the agreement between the parties and it is expressly agreed that no other covenants or promises are implied into this contract or arise between the parties pursuant to any collateral or other agreement.

50. GST

(a) 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.

(b) Clause 13.7 is deleted and the following clause inserted in lieu thereof:

"13.7 If this contract says this 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 If the sale is a taxable supply to any extent because of either:

- A breach of clause 13.7.1; or
- Something else known to the purchaser but not the vendor;

then in those circumstances the purchaser must pay to the vendor in addition to the price an amount calculated by multiplying the price by the GST rate, together with any penalties and interest payable thereon.

13.7.3 The amount payable under clause 13.7.2 must be paid on the earlier of:

- Completion; and

- The date being 14 days after the vendor's liability for GST on this sale is confirmed by correspondence or an assessment from the Australian Taxation Office."

(c) The following clause is inserted (as clause 13.15):

"13.15 Notwithstanding any provision (including clause 13.5) or notation (including marking "No" on the Margin Scheme reference on page 1) in this contract to the contrary, if:

13.15.1 This contract says this sale is not a taxable supply; and

13.15.2 The vendor is assessed to GST on the sale;

Then the following provisions will apply:

13.15.3 The Vendor hereby elects, to the extent permissible and conditional on the sale (or part thereof) being classified as a taxable supply, to apply the margin scheme in determining the amount of GST payable;

13.15.4 The purchaser agrees that the margin scheme applies to the sale of the property pursuant to this contract; and

13.15.5 The purchaser must, promptly upon service of a written notice from the vendor, confirm their agreement that the margin scheme applies to the sale of the property pursuant to this contract, by executing and returning to the vendor an ancillary agreement to this contract, incorporating the following terms:

(a) A confirmation by the purchaser that it has not claimed, and will not claim, GST in respect of the sale of the property pursuant to this contract; and

(b) An agreement that the margin scheme applies to the sale of the property; and

(c) Such other terms as may be reasonably required by the vendor."

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 106/1062995

SEARCH DATE	TIME	EDITION NO	DATE
23/2/2026	8:59 AM	7	18/11/2021

LAND

LOT 106 IN DEPOSITED PLAN 1062995
AT GLENDALE
LOCAL GOVERNMENT AREA LAKE MACQUARIE
PARISH OF KAHIBAH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1062995

FIRST SCHEDULE

STACEY JANELLE ELLA NATALIE LEVIN
HENRI JEAN LEVIN
AS JOINT TENANTS (TZ AR627292)

SECOND SCHEDULE (6 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 A614329 LAND EXCLUDES MINERALS
3 A614329 COVENANT
4 DP1062995 EASEMENT TO DRAIN WATER 1, 2, 3, 3.1 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
5 DP1062995 EASEMENT TO DRAIN WATER 1, 2, 3, 3.1 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
6 DP1062995 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S. 88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

31967... PRINTED ON 23/2/2026

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PLAN FORM 2

Plan Drawing only to appear in this space

SIGNATURE AND SEALS ONLY.

Common Seal — ST GEORGE BANK LIMITED ACN 000 512 392

Secretary

Authorised Signatory

Signed at Canberra by ST GEORGE BANK LIMITED ABN 92 055 513 070 by its Attorney who state that they have received no notice of revocation of Power of Attorney No. 3 K41 132 NC125

Signature ATTORNEY NAME: TITLE: Graeme Swinton Executive Manager

Justice of the Peace / Witness: Kathleen Gillard, Bank Officer with 5 or more years continuous service

Signature ATTORNEY NAME: TITLE: Barbara Camilleri Senior Manager

Crown Lands Office Approval

PLAN APPROVED ..... Authorised Officer

Land District .....

Paper No. .....

Field Book ..... pages .....

Subdivision Certificate

I certify that provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed SUBDIVISION set out herein

* (insert "subdivision" or "new road")

* Authorised Person/~~General Manager / Accredited Certifier~~

Council Authority: LAKE MACQUARIE CITY COUNCIL

Date of endorsement: 26/02/04

Accreditation no: .....

Subdivision Certificate no: D/03/391/3BA

File no: .....

Note: When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar General

* Delete whichever is inapplicable.

COMBINED SCALE AND SEA LEVEL CORRECTION - 0.999787

SURVEYING REGULATION 2001 : CLAUSE 32 (2)					
MARK	M.G.A. CO-ORDINATES - ZONE 56		ACC.	CLASS	ORDER
	EASTING	NORTHING			
P.M. 16215	373 999.984	6 356 403.898	U	A	1
P.M. 16278	373 974.260	6 356 449.288	-	B	U
P.M. 26090	373 899.493	6 356 058.086	-	B	U
SOURCE	LAND AND PROPERTY INFORMATION NSW 11th FEBRUARY, 2003				

(A) EASEMENT TO DRAIN WATER 1, 2, 3, 3.1 WIDE & VARIABLE
(B) RIGHT OF CARRIAGEWAY 3.1 WIDE AND VAR.
(C) EASEMENT FOR SERVICES 3.1 WIDE AND VAR.
(D) RIGHT OF CARRIAGEWAY 3 WIDE AND VAR.
(E) EASEMENT FOR SERVICES 3 WIDE AND VAR.
(F) RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (BULDING ENVELOPE)
(G) RESTRICTION ON THE USE OF LAND (LIMITED ACCESS)
(H) RIGHT OF ACCESS 4 WIDE
(J) EASEMENT TO DRAIN WATER 1 WIDE

(EA) EASEMENT FOR ELECTRICAL CABLES 1.5 WIDE (VIDE E.624042)
(EB) EASEMENT FOR ELECTRICAL CABLES 3 WIDE AND VARIABLE WIDTH (VIDE E.700746)
(EC) EASEMENT FOR ELECTRICAL CABLES VARIABLE WIDTH (VIDE E.700746)
(ED) EASEMENT FOR WATER SUPPLY PIPELINE AND ACCESS 6.095 WIDE (DP.729992) M682693, N170323, N862902, Q752918
(EE) EASEMENT FOR UNDERGROUND CABLE & ACCESS 3 WIDE & VAR. WIDTH (DP.729992)
(EF) EASEMENT TO DRAIN WATER 1 WIDE AND VARIABLE (DP.1052210)

DP1062995

Registered: 24-3-2004

C.A: SEE CERTIFICATE

Title System: TORRENS

Purpose: SUBDIVISION

Ref map: U5450-3 #

Last Plan: DP1052210, DP34895, DP21522, DP804261, DP870433 DP729992, DP709644

PLAN OF SUBDIVISION OF LOT 42 D.P. 1052210, LOT 1 D.P.34895, LOT 5 D.P.21522, LOT 101 D.P.804261, LOT 1 D.P.729992, LOT 270 D.P.709644 AND LOT 100 D.P.870433

Lengths are in metres. Reduction Ratio 1:1000

LGA: LAKE MACQUARIE

Suburb/~~Locality~~: GLENDALE

Parish: TERALBA

County: NORTHUMBERLAND

This is sheet 1 of my plan in 3 sheets. (Delete if inapplicable)

I, DAVID SCOTT ROBINSON of Asquith & dewitt DX12610 CHARLESTOWN

a surveyor registered under the Surveying Act 2002, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation 2001 and was completed on 6TH FEBRUARY 2004

The survey relates to .....

(here specify the land actually surveyed, or specify any land shown in the plan that is not the subject of the survey)

Signature ..... Date 11 FEB 2004

Datum Line: 'X'-'Y'

Type : Suburban/~~Country~~

Surveyor registered under the Surveying Act 2002

Plans used in preparation of survey/~~compilation~~.

D.P.21522	D.P.201101	D.P.709644	D.P.870433
D.P.28720	D.P.202497	D.P.729992	D.P.1042542
D.P.31627	D.P.404484	D.P.804261	D.P.1052210
D.P.34895	D.P.548724	D.P.847944	
D.P.200017	D.P.554028	D.P.854754	

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants,

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

(1) EASEMENT TO DRAIN WATER 1, 2, 3, 3.1 WIDE AND VARIABLE
(2) RIGHT OF CARRIAGEWAY 3.1 WIDE AND VAR.
(3) EASEMENT FOR SERVICES 3.1 WIDE AND VAR.
(4) RIGHT OF CARRIAGEWAY 3 WIDE AND VAR.
(5) EASEMENT FOR SERVICES 3 WIDE AND VAR.
(6) RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (BULDING ENVELOPE)
(7) RESTRICTION ON THE USE OF LAND (LIMITED ACCESS)
(8) RIGHT OF ACCESS 4 WIDE
(9) EASEMENT TO DRAIN WATER 1 WIDE
(10) RESTRICTION ON THE USE OF LAND
(11) RESTRICTION ON THE USE OF LAND

IT IS INTENDED TO DEDICATE :
- ETHAN WAY, JASON COURT, SEAN COURT AND THE EXTENSION OF MICHELE CRESCENT TO THE PUBLIC AS ROAD.

IT IS INTENDED TO DEDICATE :
- PATHWAYS 4 WIDE TO THE PUBLIC

IT IS INTENDED TO CREATE :
- LOT 141 AS PUBLIC RESERVE

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 Table of mm 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

SURVEYORS REFERENCE: 11725DP2F CHECKLIST "PE DP 1062995"

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R727505 /Doc:DP 1062995 P /Rev:29-Mar-2004 /NSW LRS /Pgs:ALL /Prt:23-Feb-2026 09:00 /Seq:1 of 3
© Office of the Registrar-General /Src:InfoTrack /Ref:31967

PLAN FORM 3 To be used in conjunction with Plan Form 2 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1062995

Registered: 24-3-2004

This is sheet 2 of my plan 3 sheets dated

Surveyor registered under the Surveying Act 2002

This is sheet 2 of my plan of 3 sheets covered by my Certificate No. D03/391 of 26/02/04

Council Clerk

For use where space is insufficient in any panel on Plan Form 2.

SHORT LINE TABLE		
LINE	BEARING	DISTANCE
2	27°22'45"	10.87
3	342°22'45"	6.365
5	105°14'40"	7.0
6	60°14'40"	5.655
7	15°14'40"	6.0
8	195°14'40"	6.0
9	150°14'40"	5.655
22	252°22'45"	6.365
23	207°22'45"	10.87
37	116°31'	7.79
38	207°21'	8.35

(ED) EASEMENT FOR WATER SUPPLY PIPELINE AND ACCESS 6.095 WIDE (DP.729992) M682693, N170323, N862902, Q752918

(EF) EASEMENT TO DRAIN WATER 1 WIDE AND VARIABLE (DP.1052210)

(A) EASEMENT TO DRAIN WATER 1,2,3, 3.1 WIDE & VARIABLE

(F) RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (BUILDING ENVELOPE)

(G) RESTRICTION ON THE USE OF LAND (LIMITED ACCESS)

(H) RIGHT OF ACCESS 4 WIDE

(J) EASEMENT TO DRAIN WATER 1 WIDE

(BF) COVENANT - F50933

(BG) COVENANT - G349865

M. G. A.

DIAGRAM A
R.R. 1: 300

DIAGRAM B
R.R. 1: 400

DIAGRAM C
1:400

CURVED BOUNDARIES				
LINE	BEARING	DISTANCE	ARC	RADIUS
1	22°17'30"	19.065	19.09	107.5
4	291°18'40"	11.1	11.12	52.5
10	110°20'05"	11.98	11.995	67.5
11	296°24'10"	2.3	2.3	67.5
12	30°00'20"	9.855	9.86	107.5
13	37°23'25"	17.83	17.85	107.5
20	36°50'35"	15.01	15.025	92.5
21	29°47'05"	7.765	7.765	92.5
24	202°17'30"	16.405	16.426	92.5

REFERENCE MARKS			
COR.	BEARING	DISTANCE	FROM
A	287°12'	3.90, 11.0	R.M.D.H.&W.'S
B	287°12'	3.945, 11.05	R.M.D.H.&W.'S
C	297°23'	4.30, 11.40	R.M.D.H.&W.'S
D	348°22'	5.425	R.M.D.H.&W.
D	10°09'	11.48	R.M.D.H.&W.
E	28°18'	3.88	R.M.D.H.&W.
E	27°23'	10.95	R.M.D.H.&W.
F	15°14'40"	3.80, 11.05	R.M.D.H.&W.'S
G	60°33'	5.57	R.M.D.H.&W.
G	35°24'	11.675	R.M.D.H.&W.
H	297°23'	3.905, 11.0	R.M.D.H.&W.'S
H	243°26'20"	18.63	R.M.S.S.M.132803
J	313°31'	3.955, 11.005	R.M.D.H.&W.'S

SSM CONNECTIONS

SSM132803 TO SSM132801 126°43'40"~43.226

SSM132801 TO SSM132800 21°45'13"~89.150

Signature ATTORNEY NAME: Graeme Swinton TITLE: Executive Manager

Signature ATTORNEY NAME: TITLE: Barbara Camilleri Senior Manager

Witness: Kathleen Gillard, Bank Officer with 5 or more years continuous service

Reduction Ratio 1:800

Plan Drawing only to appear in this space

SURVEYORS REFERENCE: 11725DP2F

Req:R727505 /Doc:DP 1062995 P /Rev:29-Mar-2004 /NSW LRS /Pgs:ALL /Prt:23-Feb-2026 09:00 /Seq:2 of 3
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PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1062995

Registered: 24-3-2004

This is sheet 3 of my plan 3 sheets dated

Surveyor registered under the Surveying Act 2002

This is sheet 3 of my plan of 3 sheets covered by my Certificate No. D01/391 of 26/02/04

Council Clerk

For use where space is insufficient in any panel on Plan Form 2.

SSM CONNECTIONS

PM26090 ~ SSM132804 47°42'53"~129.587
SSM132804 ~ SSM132802 118°02'54"~80.889
SSM132804 ~ SSM132803 37°21'22"~110.586

REFERENCE MARKS			
COR.	BEARING	DISTANCE	FROM
J	313°31'	3.955, 11.005	R.M.D.H.&W.'S
K	13°10'	4.505	R.M.D.H.&W.
K	30°36'	11.295	R.M.D.H.&W.
L	281°35'	4.595	R.M.D.H.&W.
L	302°28'	11.175	R.M.D.H.&W.
M	94°05'	3.165	R.M.D.H.&W.
N	4°12'20"	0.965	R.M.G.I.P.FD. (DP729992)
P	90°54'20"	1.26	R.M.G.I.P.FD. (DP729992)
Q	113°09'	0.46	R.M.G.I.P.FD. (DP28720)
R	277°13'	0.47	R.M.C.B.FD. (DP.201101)
S	292°12'	4.955	R.M.D.H.&W.
T	292°14'	4.955	R.M.D.H.&W.
U	299°21'40"	2.69	R.M.D.H.&W.FD. (DP.709644)
V	24°24'	1.02	R.M.C.B.FD. (DP.201101) (NOW GONE)
V	270°35'	7.785	R.M.S.S.M.132802
W	322°12'	4.15, 9.55	R.M.D.H.&W.'S
X	15°24'	3.80	R.M.D.H.&W.
Y	38°32'	3.95, 9.555	R.M.D.H.&W.'S
Z	100°23'	5.135	R.M.D.H.&W.
Z	76°40'	9.895	R.M.D.H.&W.

SHORT LINE TABLE		
LINE	BEARING	DISTANCE
15	178°31'20"	2.83
16	133°31'20"	8.0
17	133°31'20"	8.0
18	88°31'20"	2.83
29	83°32'35"	2.83
30	38°32'35"	7.0
31	128°32'35"	10.0
32	218°32'35"	7.235
33	177°00'10"	2.995

CURVED BOUNDARIES				
LINE	BEARING	DISTANCE	ARC	RADIUS
13	37°23'25"	17.83	17.85	107.5
14	42°50'05"	2.58	2.58	107.5
19	42°30'35"	3.27	3.27	92.5
20	36°50'35"	15.01	15.025	92.5
25	64°42'40"	12.68	12.785	29.25
26	89°09'40"	12.09	12.18	29.25
27	105°00'40"	4.0	4.005	29.25
28	118°44'15"	9.965	10.01	29.25
34	143°41'55"	13.195	13.23	51.5
35	77°57'50"	28.97	33.105	18.75
36	140°19'15"	16.735	16.855	41.0

(BB) LAND EXCLUDES MINERALS - A614329
COVENANT - A614329

(BC) LAND EXCLUDES MINERALS - A605803
COVENANT - A605803

(BE) COVENANT - E700746
(BF) COVENANT - F50933
(BG) COVENANT - G349865
(BH) COVENANT - H932661
(BJ) COVENANT - J873280
(BX) LAND EXCLUDES MINERALS
- SEE SECTION 171 CROWN LANDS ACT 1989

(A) EASEMENT TO DRAIN WATER 1,2,3, 3.1 WIDE & VARIABLE
(B) RIGHT OF CARRIAGEWAY 3.1 WIDE
(C) EASEMENT FOR SERVICES 3.1 WIDE
(D) RIGHT OF CARRIAGEWAY 3 WIDE
(E) EASEMENT FOR SERVICES 3 WIDE
(F) RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (BUILDING ENVELOPE)
(G) RESTRICTION ON THE USE OF LAND (LIMITED ACCESS)
(J) EASEMENT TO DRAIN WATER 1 WIDE 1 WIDE

(EA) EASEMENT FOR ELECTRICAL CABLES 1.5 WIDE (VIDE E.624042)
(EB) EASEMENT FOR ELECTRICAL CABLES 3 WIDE AND VARIABLE WIDTH (VIDE E.700746)
(EC) EASEMENT FOR ELECTRICAL CABLES VARIABLE WIDTH (VIDE E.700746)
(ED) EASEMENT FOR WATER SUPPLY PIPELINE AND ACCESS 6.095 WIDE (DP.729992) M682693, N170323, N862902, Q752918
(EE) EASEMENT FOR UNDERGROUND CABLE & ACCESS 3 WIDE & VAR. WIDTH (DP.729992)

DIAGRAM D
R.R. 1: 500

Signed by St George Bank Limited ABN 92 055 513 070 by its Attorney who states that they have received no notice of revocation of Power of Attorney No. 8241182 NCLS
Signature
ATTORNEY
NAME: Graeme Swinton
TITLE: Executive Manager

Witnessed by Kathleen Gillard, Bank Officer with 5 or more years continuous service
Signature
ATTORNEY
NAME: Barbara Camilleri
TITLE: Senior Manager

Reduction Ratio 1:800

Plan Drawing only to appear in this space

SURVEYORS REFERENCE: 11725DP2F

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Endorsement .....

Certificate .....

£

SIMPLE.

A614329L

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

A614329

N.S.W. ONE POUND STAMP DUTY

DEPARTMENT OF STAMP DUTIES 3.9.1920

A614329 THE NEWCASTLE WALLSEND COAL COMPANY a Company duly incorporated by Act of Parliament and carrying on business at Sydney and elsewhere in the State of New South Wales being registered as the proprietor of an Estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon, in consideration of One hundred and eight pounds twelve shillings and six pence

(£108 -12 -6)

paid to it by SARAH JANE RANGER the wife of George Ranger of Young Wallsend in the State of New South Wales Smelter.

the receipt whereof is hereby acknowledged,

doth hereby transfer to the said SARAH JANE RANGER

ALL its Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing

situate in the Shire of Lake Macquarie Parish of Kahibah and County of Northumberland.

being part of the land comprised in Certificate of Title

dated the 21st day of January 1915 registered volume No. 2548 folio 64

and being Lot Thirteen (13) as shown on Deposited Plan No. 8479

RESERVING to said Transferror Company and its sequels in title and assigns all Coal and other minerals not including any minerals reserved to the Crown lying in and under the land above described ~~hereby transferred~~ Together with all necessary and proper rights powers and easements to enable it or them to get win work and convey all Coal minerals and other materials belonging to it or them from and to the workings of its or their mines within the Municipality of Wallsend and the Shires of Lake Macquarie and Tarro AND the said Sarah Jane Ranger the Transferree herself her ~~himself his~~ heirs executors administrators and assigns and transferrees or other the registered proprietor for the time being of the land hereby transferred covenant with the said Transferror Company its and their sequels in title and assigns or other the registered proprietor for the time being of the land adjoining the land hereby transferred as follows That the said Transferror Company its sequels in title or assigns or other the registered proprietor for the time being of the land adjoining the lands sold as aforesaid shall not be liable to the Transferree her ~~his~~ sequels in title or assigns or other the registered proprietor or proprietors for the time being of the land hereby transferred for any pitfalls or subsidences which may have already or which may hereafter take place on or under the land hereby transferred or on any other land adjacent thereto or for any damage or nuisance occasioned thereby AND FURTHER that the Transferree her ~~his~~ sequels in title or assigns or other the registered proprietor or proprietors for the time being of the land hereby transferred will for the benefit of the adjoining land of the Transferror Company abstain from using the land hereby transferred for any purpose requiring the erection of any fence dividing the land hereby transferred from such adjoining land without first obtaining the consent of the Transferror Company in writing Provided that such consent shall not be necessary whenever any such fence shall be erected and maintained without expense to the Transferror Company.

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~~RESERVATIONS to the Crown as contained in the original Grant or Grants and also noted in the said Certificate of Title.~~

Pursuant to Section 89 of the Conveyancing Act 1919 it is hereby declared :-

(a) That the land to which the benefit of the last preceding covenant is intended to be appurtenant is the residue of the land as shown on Deposited Plan No.8479.

(b) That the land which is subject to the burden of such covenant is the whole of the land comprised in this Transfer.

(c) That the Transferror Company its sequels in title or assigns are the parties by whom or by whose consent the said Covenant may be released varied or modified.

MEMORANDUM OF ENCUMBRANCES &c REFERRED TO.

RESERVATIONS to the Crown as contained in the original Grant or Grants and also noted in the said Certificate of Title.

In witness whereof the Common Seal of the NEWCASTLE WALLSEND COAL COMPANY was hereto affixed at Sydney the Twenty sixth day of August in the year of our Lord one thousand nine hundred and twenty.

The Common Seal of the NEWCASTLE WALLSEND COAL COMPANY was hereunto affixed by order of the Directors present at and forming a Board of Directors of the said Company in the presence of

Secretary.

Transferrors.

Req:R727506 /Doc:DL A614329 /Rev:19-Jun-2009 /NSW LRS /Pgs:ALL /Prt:23-Feb-2026 09:00 /Seq:3 of 4
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[redacted] ...cepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Signed in my presence by the said

SARAH JANE RANGER

WHO IS PERSONALLY KNOWN TO ME

Murray R. Chippindall
Solicitor
Wallsend

S J Ranger
Transferree.

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at , the

day of , one thousand nine hundred and

the attesting witness to this instrument, and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is his own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

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13 ac 2r. 12 per 100 15 D.P. 0411
Shire Lake Macquarie
Pr. Kahibah - Co. Northumberland
(Reserving all coal &c. and
subject to covenants)

Lodged by THOS KENYON, W. H. Baker & Chippindall, Buildings, SOLICITORS, WALLSEND.

(Name) ~~F. W. WALKER~~

(Address) ~~SYDNEY.~~

Newcastle Wallsend Coal Company. *Transferorr.*

Sarah Jane Ranger. *Transferree.*

Particulars entered in the Register Book, Vol. 2548

Folio 64

the 22nd day of September, 1920,

at ~~minutes~~ 12 o'clock

~~in the~~ noon.

Registrar General.

INDEXED

SENT TO SURVEY
RECEIVED FROM RECORDS 10.9.20
DRAFT WRITTEN 16.9.20
DRAFT EXAMINED 20.9.20 S.K.
DIAGRAM COMPLETE
DIAGRAM EXAMINED
DRAFT FORWARDED
RETD. TO RECORDS (REQUISITION (REGISTR.
RETURNED FROM RECORDS
CERTIFICATE ENGROSSED 27.9.20
SUPT. OF ENGROSSING
DEP. REGISTRAR GENERAL
3104 169
VOL. FOL.

5 Fols 1 of. Topay

Req:R727504 /Doc:DP 1062995 B /Rev:29-Mar-2004 /NSW LRS /Pgs:ALL /Prt:23-Feb-2026 09:00 /Seq:1 of 5
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Lengths are in metres

(Sheet 1 of 5 Sheets)

DP1062995

Plan of Subdivision of Lot 42 DP 1052210, Lot 1 DP 34895, Lot 5 DP 21522, Lot 101 DP 804261, Lot 1 DP 729992, Lot 270 DP 709644 and Lot 100 DP 870433, covered by Council's Subdivision Certificate No. D/03/391/3BA of 26.02.2004

Full Name and Address of The Owner of the land:

C & R Thurecht Pty. Ltd.
A.C.N 000 512 792
Unit 31, 5 Inglewood Place,
Baulkham Hills N.S.W. 2153

Full Name and Address of The Mortgagee of the land:

St. George Bank Limited
A.C.N 055 513 070
60 Marcus Clarke Street,
Canberra. A.C.T.

PART 1

Number of item shown in the intention panel on the plan	Identity of easement, profit à 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	Easement to Drain Water 1, 2, 3, 3.1 wide and variable (A)	104	Lot 1 DP 554028 Lots C and D DP 404484 Lots 1 and 2 DP 564548 Lot 43 DP 1052210
		105	Lot 43 DP 1052210, LMCC
		106	105, 107, LMCC
		112	110,111
		113	110,111,112
		114	110,111,112,113
		115	110,111,112,113,114
		117	116
		118	116,117,119,120, LMCC, Lot 15 DP 28720
		120	Lot 15 DP 28720, LMCC
		121	Lots 16 & 17 DP 28720
		122	Lots 16 & 17 DP 28720, Lot 100 DP 804261, Lot 4 DP 21522, Lot 36 DP 861834, Lot 35 DP 854643, Lot 34 DP 854754
		123	Lot 4 DP 21522 Lot 36 DP 861834 Lot 35 DP 854643 Lot 34 DP 854754

B. Thurecht M L. Jenkins

Req:R727504 /Doc:DP 1062995 B /Rev:29-Mar-2004 /NSW LRS /Pgs:ALL /Prt:23-Feb-2026 09:00 /Seq:2 of 5
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Lengths are in metres

DP1062995

Plan of Subdivision of Lot 42 DP 1052210, Lot 1 DP 34895, Lot 5 DP 21522, Lot 101 DP 804261, Lot 1 DP 729992, Lot 270 DP 709644 and Lot 100 DP 870433, covered by Council's Subdivision Certificate No. D/03/391/3BA of 26.02.2004

Number of item shown in the intention panel on the plan	Identity of easement, profit à 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 (Cont)	Easement to Drain Water 1, 2, 3, 3.1 wide and variable (A)	124	Lot 35 DP 854643 Lot 34 DP 854754
		125	Lot 34 DP 854754
		126	128 Lot 41 DP 1052210 Lot 31 DP 847944 Lot 32 DP 857956 Lot 33 DP 860697
		128	Lot 41 DP 1052210 Lot 31 DP 847944 Lot 32 DP 857956 Lot 33 DP 860697
		129	Lot 41 DP 1052210 Lot 3 DP 31627
		130	Lots 3, 4, 5, 6 DP 31627
		131	Lots 3, 4, 5, 6, 7 DP 31627
		132	Lots 3, 4, 5, 6, 7, 8, 9 DP 31627
		133	Lots 3, 4, 5, 6, 7, 8, 9 DP 31627
		138	105, 106, 107, LMCC
		140	Lot 43 DP 1052210, LMCC
2	Right of Carriageway 3.1 wide and var. (B)	118 119	119 118
3	Easement for Services 3.1 wide and var. (C)	118 119	119 118
4	Right of Carriageway 3 wide and var. (D)	117 120	120 117
5	Easement for Services 3 wide and var. (E)	117 120	120 117
6	Restriction on the Use of Land variable width (Building Envelope) (F)	134 135 136	LMCC
7	Restriction on the Use of Land (Limited Access) (G)	105 120	LMCC
8	Right of Access 4 wide (H)	128	Hunter Water Corporation
9	Easement to Drain Water 1 wide (J)	107,108,116,117,119, 120,123,124,125	Lake Macquarie City Council

B. Trumbull Jane L. Jenkins

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

Lengths are in metres **(Sheet 3 of 5 Sheets)**

DP1062995

Plan of Subdivision of Lot 42 DP 1052210, Lot 1 DP 34895, Lot 5 DP 21522, Lot 101 DP 804261, Lot 1 DP 729992, Lot 270 DP 709644 and Lot 100 DP 870433, covered by Council's Subdivision Certificate No. D/03/391/3BA of 26.02.2004

Number of item shown in the intention panel on the plan	Identity of easement, profit à 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
10	Restriction on the Use of Land	120 to 125 incl, 128, 129	Hunter Water Corporation
11	Restriction on the Use of Land	102 to 140 inclusive	Every other lot except 141

PART 2

1. Terms of Easement firstly referred to in the abovementioned plan.

Authority whose consent is required to release, vary or modify the easement firstly referred to in the abovementioned plan is the Council of the City of Lake Macquarie.

2. Terms of Restriction on the Use of Land sixthly referred to in the abovementioned plan.

No building or structure shall be erected or permitted to remain erected on any lot burdened except within the area shown as (F) on the abovementioned plan.

Authority whose consent is required to release, vary or modify the restriction sixthly referred to in the abovementioned plan is the Council of the City of Lake Macquarie.

3. Terms of Restriction on the Use of Land seventhly referred to in the abovementioned plan.

(a) No access shall be obtained to Lot 105 across the boundary marked (G) on the abovementioned plan.

(b) No access shall be obtained to Lot 120 from Lake Road or Glendale Drive across the boundaries marked (G) on the abovementioned plan, excepting for existing rights to access for servicing existing easements.

Authority whose consent is required to release, vary or modify the restriction seventhly referred to in the abovementioned plan is the Council of the City of Lake Macquarie.

M. L. Jackson

B. Schmidt

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

Lengths are in metres **(Sheet 4 of 5 Sheets)**

DP1062995

Plan of Subdivision of Lot 42 DP 1052210, Lot 1 DP 34895, Lot 5 DP 21522, Lot 101 DP 804261, Lot 1 DP 729992, Lot 270 DP 709644 and Lot 100 DP 870433, covered by Council's Subdivision Certificate No. D/03/391/3BA of 26.08.2004

4. Terms of Restriction on the Use of Land tenthly referred to in the abovementioned plan

No boundary fence shall be constructed within the area of the Easement for Water Supply and Access 6.095 shown as (ED) in the plan registered with this instrument unless such fence is constructed from removable panels.

Authority whose consent is required to release, vary or modify the restriction tenthly referred to in the abovementioned plan is Hunter Water Corporation.

5. Terms of Restriction on the Use of Land eleventhly referred to in the abovementioned plan

(a) No fence shall be erected on any lot burdened to divide it from any adjoining land owned by C. & R. Thurecht Pty. Ltd. without the consent of C. & R. Thurecht Pty. Ltd. and such consent shall not be withheld if such fence is erected without expense to C. & R. Thurecht Pty. Ltd. provided that this restriction shall remain in force during such time as C. & R. Thurecht Pty. Ltd. are the registered proprietor of any land in the abovementioned plan or any land immediately adjoining the land in the abovementioned plan.

(b) No rear or side fence erected on any lot burdened shall be constructed other than of lapped timber or colourbond material with a height not exceeding 1800 millimetres.

(c) No residential building or building shall be erected or be permitted to remain erected on any lot burdened having a total floor area of less than 120 square metres exclusive of car accommodation external landings and patios.

(d) No building or any part thereof shall be erected or be permitted to remain on any lot burdened unless constructed entirely of new materials.

The person or corporation whose consent is required to release, vary or modify these Restrictions is C. & R. Thurecht Pty. Limited for such period as it is the registered proprietor of any land in the plan or for the period of five (5) years from the date of registration of the plan whichever is the later and when C. & R. Thurecht Pty. Limited no longer has the right to release, vary or modify these restrictions the person whose consent is required to release, vary or modify shall be the Council of the City of Lake Macquarie.

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

Lengths are in metres

(Sheet 5 of 5 Sheets)

Plan of Subdivision of Lot 42 DP 1052210, Lot 1 DP 34895, Lot 5 DP 21522, Lot 101 DP 804261, Lot 1 DP 729992, Lot 270 DP 709644 and Lot 100 DP 870433, covered by Council's Subdivision Certificate No. D/03/391/3 BA of 26.02.2004

DP1062995

The Common Seal of C & R Thurecht Pty Limited A.C.N. 000 512 792 was hereunto affixed in the presence of:

Common Seal
C. & R. THURECHT PTY. LIMITED
A.C.N. 000 512 792

..... (AUTHORISED SIGNATORY)

..... (SECRETARY)

The Common Seal of St. George Bank Limited, ACN. 055 513 070 was hereunto affixed in accordance with the Articles of Association in the presence of:

.....

.....

Signed at Canberra by ST GEORGE BANK LIMITED ABN 92 055 513 070 by its Attorney who state that they have received no notice of revocation of Power of Attorney No. BK 4182 NO 125

Signature.....
ATTORNEY
NAME:
TITLE: Graeme Swinton
Executive Manager

Signature.....
ATTORNEY
NAME:
TITLE: Barbara Camilleri
Senior Manager

Witness
Kathleen Gillard
Bank Officer with 5 or more years continuous service

Signed on behalf of Lake Macquarie City Council)
By)
In the presence of)

.....

.....
Signature of Witness

.....
Name of Witness

.....
Address of Witness

Lake Macquarie City Council
Approved 88B Instrument for
SUBDIVISION CERTIFICATE
DC 03/391
Authorised Person:
Date: 26/02/04

REGISTERED 24/3/2004

4 March 2026

INFOTRACK PTY LTD
PO Box 4029
SYDNEY NSW 2001

Our Ref:182805
Your Ref: 31967:213063
ABN 81 065 027 868

PLANNING CERTIFICATE UNDER THE

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

Fee Paid: 70.60

Receipt No: 14559452

Receipt Date: 23 February 2026

DESCRIPTION OF LAND

Address: 16 Jason Court, GLENDALE NSW 2285

Lot Details: Lot 106 DP 1062995

Parish: Kahibah

County: Northumberland

For: TONY FARRELL

CHIEF EXECUTIVE OFFICER

J. Hayes

ADVICE PROVIDED IN ACCORDANCE WITH SUBSECTION (2)

1 Names of Relevant Planning Instruments and Development Control Plans

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

Lake Macquarie Local Environmental Plan 2014

Lake Macquarie Development Control Plan 2014

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapter 4 Koala habitat protection 2021

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Industry and Employment) 2021

Chapter 3 Advertising and signage

State Environmental Planning Policy (Planning Systems) 2021

Chapter 2 State and regional development

State Environmental Planning Policy (Planning Systems) 2021

Chapter 4 Concurrences and consents

State Environmental Planning Policy (Precincts-Central River City) 2021

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts-Eastern Harbour City) 2021

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts-Regional) 2021

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts-Western Parkland City) 2021

Chapter 2 State significant precincts

State Environmental Planning Policy (Primary Production) 2021

Chapter 2 Primary production and rural development

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 3 Hazardous and offensive development

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 4 Remediation of land

State Environmental Planning Policy (Resources and Energy) 2021

Chapter 2 Mining, petroleum production and extractive industries

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 2 Infrastructure

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 3 Educational establishments and child care facilities

State Environmental Planning Policy No. 65 - Design Quality of Residential Apartment Development

(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

Nil

(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if —

(a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or

(b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

(4) In this section, proposed environmental planning instrument includes a planning proposal for a Local Environmental Plan or a Draft environmental planning instrument.

2 Zoning and land use under relevant Local Environmental Plans

(1) The following answers (a) to (f) relate to the instrument (see 1(1) above).

(a) (i) The identity of the zone applying to the land.

R2 Low Density Residential

under Lake Macquarie Local Environmental Plan 2014

(ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.

Exempt development as provided in Schedule 2; Home-based child care; Home occupations

(iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.

Bed and breakfast accommodation; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Kiosks; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential accommodation, Respite day care centres; Roads; Sewage reticulation systems; Sewage treatment plants; Tank-based aquaculture; Water recreation structures; Water recycling facilities; Water supply systems

(iv) The purposes for which the Instrument provides that development is prohibited within the zone.

Any other development not specified in item (ii) or (iii)

NOTE: **The advice in sections (a) above relates only to restrictions that apply by virtue of the zones indicated. The Lake Macquarie LEP 2014 includes additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.**

(b) Whether additional permitted uses apply to the land,

No

(c) 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 minimum land dimensions so fixed.

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

(d) Whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,

No

(e) Whether the land is in a conservation area (however described).

No

(f) Whether an item of environmental heritage (however described) is situated on the land.

Local Environmental Plan 2014 Schedule 5 Part 1 Heritage Items

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 1 Heritage items.

Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas.

Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites.

Local Environmental Plan 2014 Schedule 5 Part 4 Landscape Items

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 4 Landscape items.

Local Environmental Plan 2004 Schedule 4 Part 1 Heritage Items

There are no heritage items listed for this land within Local Environmental Plan 2004 Schedule 4 Part 1.

Local Environmental Plan 2004 Part 11 Clause 150 Environmental Heritage

There are no heritage items listed for this land within Local Environmental Plan 2004 Part 11 Clause 150 – South Wallarah Peninsula.

Local Environmental Plan 2014 Heritage Map

The land is not identified as a Village Precinct on the Heritage Map.

NOTE: **An item of environmental heritage, namely Aboriginal heritage, listed within the Aboriginal Heritage Information Management System (AHIMS), may affect the land. Aboriginal objects are protected under the National Parks and Wildlife Act 1974. If Aboriginal objects are found during development, works are to stop and the Office of Environment and Heritage (OEH) contacted immediately. For further information and to access the AHIMS registrar, refer to http://www.environment.nsw.gov.au**

(2) The following answers relate to the Draft Instrument (see 1(2) above).

(a) Nil

NOTE: **The advice in section (a) above relates only to restrictions that apply by virtue of the zones indicated. The Draft instrument may include additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.**

(b) Whether draft additional permitted uses apply to the land

No

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

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

(d) Whether the land is in a draft area of outstanding biodiversity value under *the Biodiversity Conservation Act 2016*,

No

(e) Whether the land is in a draft conservation area (however described).

No

(f) Whether a draft item of environmental heritage (however described) is situated on the land.

No

3 Contributions Plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.
Lake Macquarie City Council Section 7.12 Citywide Development Contributions Plan – 2025

Lake Macquarie City Council Section 7.11 Citywide Development Contributions Plan – 2025

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4, and the name of the Ministerial planning order in which the region is identified.

Yes,

The subject land is within The Lower Hunter Region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies.

(3) If the land is in a special contributions area to which a continued 7.23 determination applies,

Nil

(4) In this section continued 7.23 determination means a 7.23 determination that -

(a) has been continued in force by the Act, Schedule 4, Part 1, and

(b) has not been repealed as provided by that part.

NOTE: The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

4 Complying development

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

Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

NOTE: **This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.**

Rural Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

NOTE: **This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.**

Low Rise Housing Diversity Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

NOTE: **This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.**

Pattern Book Development Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

NOTE: **This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.**

Greenfield Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

NOTE: **This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.**

Housing Alterations Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

NOTE: **This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.**

General Development Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

NOTE: **This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.**

Industrial and Business Alterations Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

NOTE: **This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.**

Industrial and Business Buildings (New Buildings and Additions) Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

NOTE: **This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.**

Container Recycling Facilities Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

NOTE: **This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.**

Subdivisions Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

NOTE: **This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.**

Demolition Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

NOTE: **This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.**

Fire Safety Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

NOTE: **This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.**

Agritourism and Farm Stay Accommodation Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

NOTE: **This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.**

5 Exempt development

The extent to which the land is land on which exempt development may be carried out under each of the codes for exempt development because of the provisions of clauses 1.16(1)(b1)–(d) or 1.16A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Note: If a lot is not specifically listed in this section then, Exempt development under this Code **MAY** be carried out on the lot.

NOTE: **This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.**

6 Affected building notices and building product rectification orders

(1) (a) Whether there is any affected building notice of which the council is aware that is in force in respect of the land.

No, Council **has not** been notified that an affected building notice is in force in respect of this land.

(b) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with.

A building rectification order **is not** in force in respect of this land.

(c) Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

A notice of intention to make a building product rectification order **has not** been given in respect of this land.

(2) In this section -

Affected building notice *has the same meaning as in Part 4 of the Building Products (Safety) Act 2017*

Building product rectification order *has the same meaning as in the Building Products (Safety) Act 2017*

7 Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Section 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

No

8 Road widening and road realignment

Whether the land is affected by any road widening or realignment under:

(a) Division 2 of Part 3 of the *Roads Act 1993*.

No

(b) any environmental planning instrument.

No

(c) any resolution of the Council.

No, other road widening proposals may affect this land and if so, will be noted on the Section 10.7 Subsection (5) certificate.

9 Flood related development controls information

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.
No

(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

(3) 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.

10 Council and other public authority policies on hazard risk restrictions

(1) Whether or not the land is affected by a ***POLICY*** that restricts the development of the land because of the likelihood of:

(a) land slip or subsidence

Yes

Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by Council's geotechnical areas map. The map is available for viewing at the Council. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.

(b) bushfire

No

(c) tidal inundation

No

(d) acid sulfate soils

Yes

Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by the Acid Sulfate Soils Map. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.

(e) contaminated or potentially contaminated land

Yes

Council has adopted a policy that may restrict the development of Contaminated or Potentially Contaminated land. This policy is implemented when zoning, development, or land use changes are proposed. Council does not hold sufficient information about previous use of the land to determine whether the land is contaminated. Consideration of Council's adopted Policy located in the applicable DCP noted in Clause 1(3) above, and the application of provisions under relevant State legislation is recommended.

(f) aircraft noise

No

(g) salinity

No

(h) any other risk (other than flooding).

No

(2) In this section —

adopted policy means a policy adopted —

(a) by the council, or

(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

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

11 Bush Fire Prone Land

Note: If a lot is not specifically listed in this section then, **NONE** of that lot is bush fire prone land.

12 Loose-fill asbestos insulation

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

No. Council **has not** been notified that a residential premises erected on this land has been identified in the NSW Fair Trading Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

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*.

The land IS WITHIN a declared Mine Subsidence District under section 20 of the Coal Mine Subsidence Compensation Act 2017. Development in a Mine Subsidence District requires approval from Subsidence Advisory NSW. Subsidence Advisory NSW provides compensation to property owners for mine subsidence damage. To be eligible for compensation, development must be constructed in accordance with Subsidence Advisory NSW approval. Subsidence Advisory NSW has set surface development guidelines for properties in Mine Subsidence Districts that specify building requirements to help prevent potential damage from coal mine subsidence.

NOTE: **The advice in section 13 above relates only to a Mine Subsidence District. Further information relating to underground mining which may occur outside Mine Subsidence Districts should be sought. Underground mining information can be found on the Subsidence Advisory NSW website.**

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.

Nil

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

Not Applicable

(3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

15 Property Vegetation Plans

The land IS NOT subject to a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force).

16 Biodiversity stewardship sites

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

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

17 Biodiversity Certified Land

This land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

NOTE: **Biodiversity certified land includes land certified under the *Threatened Species Conservation Act 1995*, Part 7AA that is**

taken to be certified under the *Biodiversity Conservation Act 2016*, Part 8.

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

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

The land IS NOT subject to an order made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

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

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

Nil

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

20 Western Sydney Aerotropolis

Under State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4, **is the land:**

This chapter does not apply to the Lake Macquarie Local Government Area.

21 Conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, a statement setting out terms of a kind referred to in the Policy, clause 88(2) that have been imposed as a condition of development consent granted after 11 October 2007 in relation to the land.

Nil

22 Site compatibility certificates and conditions for affordable rental housing

(1) Whether there is a current site compatibility certificate, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.

Council is not aware of any site capability certificate for any proposed development on the land.

(2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

Nil

(3) 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).

Council is not aware of any conditions of a development consent referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

(4) In this section—

former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

23 Water or sewerage services

Whether water or sewerage services are, or are to be, provided by a utility, other than a public water utility, under the Water Industry Competition Act 2006.

No

24 Special Entertainment Precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993*, section 202B.

No

25 Interim development in future infrastructure corridors

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

Nil

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

Matters arising under the Contaminated Land Management Act 1997 (s59 (2))

(a) The land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No

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

No

(c) The land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,

No

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

No

(e) The land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No

HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SEWER LOCATION DIAGRAM

Enquiries: 1300 657 657

APPLICANT'S DETAILS

N
W E
S

InfoTrack

16 JASON

GLENDALE NSW

APPLICATION NO.: *2771330*

APPLICANT REF: *M 31967*

RATEABLE PREMISE NO.: *5296020925*

PROPERTY ADDRESS: *16 JASON CT GLENDALE 2285*

LOT/SECTION/DP:SP: *106//DP1062995*

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

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

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

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

Date: 23/02/2026

Scale at A4: 1:500

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CONTOUR DATA © AAM
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SEWER/WATER/RECYCLED WATER UTILITY DATA
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