

## Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		Phone: Ref:
vendor	<b>Awabakal Local Aboriginal Land Council ABN 19 759 066 759</b>	
vendor's solicitor	<b>Dentons Australia</b> 77 Castlereagh Street, Sydney NSW 2000 Email: <a href="mailto:melissa.barone@dentons.com">melissa.barone@dentons.com</a>	Phone: 02 9035 7245 Fax: 02 9931 4888 Ref: Melissa Barone 46015306
date for completion	Refer to clause 33.1	
land (address, plan details and title reference)	<b>35 Fern Street Arcadia Vale NSW 2283</b> Lot 315 in Deposited Plan 13129 Folio Identifier: 315/13129	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	
<b>A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.</b>		
inclusions	<input type="checkbox"/> air conditioning <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> internet/TV receiver <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> EV charger <input type="checkbox"/> light fittings <input type="checkbox"/> solar power battery <input type="checkbox"/> ceiling fans <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> pool equipment <input type="checkbox"/> stove <input type="checkbox"/> clothes line <input type="checkbox"/> other:	
exclusions	Nil	
purchaser		
purchaser's interest	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	
purchaser's solicitor		Phone: Ref: Email -
price deposit balance	\$ _____ (10% of the price unless otherwise stated) \$	
<b>contract date</b>		
buyer's agent		
guarantor		
GST	The price is <b>inclusive</b> of GST	
FIRB approval	Treasurer's Approval - Required <input type="checkbox"/> Not required <input type="checkbox"/>	
execution	See execution page	

**Choices**

Vendor agrees to accept a **deposit-bond**  NO  yes

**Nominated Electronic Lodgment Network (ELN)** (clause 4): PEXA

**Manual transaction** (clause 30)  no  YES  
(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

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

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

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

Purchaser must make a **GSTRW payment** (GST residential withholding payment)  NO  yes (if yes, vendor must provide further details)

~~If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.~~

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Suppliers representative:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<h1>See Annexures</h1>	
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1 property certificate for the land</li> <li><input checked="" type="checkbox"/> 2 plan of the land</li> <li><input type="checkbox"/> 3 unregistered plan of the land</li> <li><input type="checkbox"/> 4 plan of land to be subdivided</li> <li><input type="checkbox"/> 5 document to be lodged with a relevant plan</li> <li><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</li> <li><input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</li> <li><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location print)</li> <li><input type="checkbox"/> 9 sewer lines location diagram (sewer service diagram)</li> <li><input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</li> <li><input type="checkbox"/> 11 <i>planning agreement</i></li> <li><input type="checkbox"/> 12 section 88G certificate (positive covenant)</li> <li><input type="checkbox"/> 13 survey report</li> <li><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></li> <li><input type="checkbox"/> 15 occupation certificate</li> <li><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</li> <li><input type="checkbox"/> 17 other document relevant to tenancies</li> <li><input type="checkbox"/> 18 licence benefiting the land</li> <li><input type="checkbox"/> 19 old system document</li> <li><input type="checkbox"/> 20 Crown purchase statement of account</li> <li><input type="checkbox"/> 21 building management statement</li> <li><input type="checkbox"/> 22 form of requisitions</li> <li><input type="checkbox"/> 23 <i>clearance certificate</i></li> <li><input checked="" type="checkbox"/> 24 land tax certificate</li> </ul> <p><b>Home Building Act 1989</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 25 insurance certificate</li> <li><input type="checkbox"/> 26 brochure or warning</li> <li><input type="checkbox"/> 27 evidence of alternative indemnity cover</li> </ul> <p><b>Swimming Pools Act 1992</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 28 certificate of compliance</li> <li><input type="checkbox"/> 29 evidence of registration</li> <li><input type="checkbox"/> 30 relevant occupation certificate</li> <li><input type="checkbox"/> 31 certificate of non-compliance</li> <li><input type="checkbox"/> 32 detailed reasons of non-compliance</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> 33 property certificate for strata common property</li> <li><input type="checkbox"/> 34 plan creating strata common property</li> <li><input type="checkbox"/> 35 strata by-laws</li> <li><input type="checkbox"/> 36 strata development contract</li> <li><input type="checkbox"/> 37 strata management statement</li> <li><input type="checkbox"/> 38 strata renewal proposal</li> <li><input type="checkbox"/> 39 strata renewal plan</li> <li><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</li> <li><input type="checkbox"/> 41 property certificate for neighbourhood property</li> <li><input type="checkbox"/> 42 plan creating neighbourhood property</li> <li><input type="checkbox"/> 43 neighbourhood development contract</li> <li><input type="checkbox"/> 44 neighbourhood management statement</li> <li><input type="checkbox"/> 45 property certificate for precinct property</li> <li><input type="checkbox"/> 46 plan creating precinct property</li> <li><input type="checkbox"/> 47 precinct development contract</li> <li><input type="checkbox"/> 48 precinct management statement</li> <li><input type="checkbox"/> 49 property certificate for community property</li> <li><input type="checkbox"/> 50 plan creating community property</li> <li><input type="checkbox"/> 51 community development contract</li> <li><input type="checkbox"/> 52 community management statement</li> <li><input type="checkbox"/> 53 document disclosing a change of by-laws</li> <li><input type="checkbox"/> 54 document disclosing a change in a development contract or management statement</li> <li><input type="checkbox"/> 55 document disclosing a change in boundaries</li> <li><input type="checkbox"/> 56 information certificate (strata)</li> <li><input type="checkbox"/> 57 information certificate (association)</li> <li><input type="checkbox"/> 58 document relevant to an exclusive supply network</li> <li><input type="checkbox"/> 59 disclosure statement - off the plan contract</li> <li><input type="checkbox"/> 60 other document relevant to off the plan contract</li> </ul> <p><b>Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 61</li> </ul>

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

# Execution page

Each party consents to the contract being signed by any other party in accordance with an electronic communications method that is approved by the vendor.

**Executed** for and on behalf of **Awabakal Local Aboriginal Land Council ABN 19 759 066 759** in accordance with section 245 of the *Aboriginal Land Rights Act 1983* (NSW) by its Chairperson in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Chairperson

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

**Signed** by the **[insert entity]** in accordance with Section 127 of the Corporations Act (2001) (Cth) by:

\_\_\_\_\_  
Signature of authorised person

\_\_\_\_\_  
Signature of authorised person

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Office held

\_\_\_\_\_  
Office held

**Signed** by the **[insert guarantor]** accordance with Section 127 of the Corporations Act (2001) (Cth) by:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Address of witness

\_\_\_\_\_

**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—

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

## 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:
 

<p>Australian Taxation Office          County Council          Department of Education          Department of Planning, Housing and Infrastructure          Department of Primary Industries and Regional Development          Electricity, gas and telecommunications          Homes NSW</p>	<p>Local Council          Local Land Services          NSW Fair Trading          NSW Public Works          Owner of adjoining land          Privacy          Subsidence Advisory NSW          Transport agencies          Water, sewerage or drainage authority</p>
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. The purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the Australian Taxation Office.
13. From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.

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

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

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>● the issuer;</li> <li>● the expiry date (if any); and</li> <li>● the amount;</li> </ul>
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (15% as at 1 January 2025);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 of the Swimming Pools Regulation 2018).

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* 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 *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* 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 *servicing* 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 or water, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a *party* wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

## 11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

## 12 Certificates and inspections

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

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

### 13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7), the *party* must adjust or pay on completion any GST added to or included in the expense, but –
- 13.3.1 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.2 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- ### • Purchaser
- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* 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 breach of this contract; and
  - 19.2.4 a *party* will not otherwise be liable to pay to 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development contract or management statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s174 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 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 *serve* the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date of completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date of completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

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

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

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within* 1 day after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

- 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 in to –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

35 FERN ST, ARCADIA VALE 2283

# DRAFT

These are additional clauses attached to the contract for the sale of land - 2026 edition between  
 Awabakal Local Aboriginal Land Council (vendor) and  
 [Drafting note: to be inserted once nominated] (purchaser)  
 [Drafting note: confirm Guarantor details] (Guarantor)

## 30. Interpretation

### 30.1 Definitions

In this document unless the context otherwise requires:

**ALR Act** means the *Aboriginal Land Rights Act 1983* (NSW).

**Authority** means;

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person including a statutory corporation; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

**Building Certificate** means a building certificate under s 149D of the *Environmental Planning and Assessment Act 1979* (NSW).

**Claim** includes any claim, requisition, notice, demand, action, proceeding, litigation, investigation, judgment, Loss, cost, expense, damage or Liability however arising whether present or future.

**CDL** means the community development levy payable by the vendor on this contract pursuant to section 42 of the ALR Act.

**Environment** includes

- (a) eco systems and their constituent parts, including people and communities; and
- (b) natural and physical resources; and
- (c) the qualities and characteristics of locations, places and areas; and
- (d) the social, economic, aesthetic and cultural aspects of a thing mentioned in subclause (a), (b) or (c).

**Environmental Laws** includes any Law relating to any aspect of the Environment.

**GST** means the same as in the GST Law, and any other goods and services tax or any tax, levy, charge or impost which applies in a similar way.

**GST Law** has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended, renamed or replaced from time to time.

**Guarantor** means the person or persons who sign this contract as Guarantor, being

Name:

Address:

**Inclusions** means all improvements and other items on the property at completion.

**Law** includes any law (including common and criminal laws) directive, Act of Parliament, statute, enactment, legislation, order, ordinance, regulation, rule, by-law, proclamation, notice, Authority approval, statutory instrument, proclamation or delegated or subordinate legislation of the Commonwealth or of any State or Territory of Australia or any Authority.

**Liability or Liabilities** means all threatened or actual actions, proceedings, demands, notices, costs and expenses (investigation costs, clean-up costs, rehabilitation costs, remediation costs and all legal and consultants expenses incurred), Loss or damage.

**Loss** includes a Claim, Liability, cost or expense.

**Notice to Complete** means a notice served requiring the other party to complete this contract within 14 days of the date of service of the notice and making the last day for completion set out in the notice an essential date for completion.

**NSWALC** means the New South Wales Aboriginal Land Council.

**RAC** means a registration approval certificate as defined in section 41(2) of the ALR Act.

## 30.2 Interpretation

In this document unless the context otherwise requires:

- (a) words defined in the GST Law (including 'supply' and 'taxable supply') have the same meaning in this document unless the context makes it clear that a different meaning is intended;
- (b) clause and subclause headings are for reference purposes only;
- (c) the singular includes the plural and vice versa;
- (d) words denoting any gender include all genders;
- (e) reference to a person includes any other entity recognised by law and vice versa;
- (f) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (g) any reference to a party to this document includes its successors and permitted assigns;
- (h) any reference to any agreement or document includes that agreement or document as amended at any time;
- (i) the use of the words "includes" or "including" is not to be taken as limiting the meaning of the words preceding it;
- (j) the expression "at any time" includes reference to past, present and future time and the performance of any action from time to time;
- (k) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (l) an agreement, representation or warranty on the part of two or more persons is for the benefit of them jointly and severally;
- (m) reference to an item is a reference to an item in the schedule to this document;
- (n) reference to an exhibit, annexure, attachment or schedule is a reference to the corresponding exhibit, annexure, attachment or schedule in this document;
- (o) reference to a provision described, prefaced or qualified by the name, heading or caption of a clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment in this document means a cross reference to that clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment;
- (p) when a thing is required to be done or money required to be paid under this document on a day which is not a business day, the thing must be done and the money paid on the immediately preceding business day; and reference to a statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated.

## 31. Amendments to printed form

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### 31.1 Additional clauses prevail

If there is any inconsistency between any clause in the printed form of this contract and the clauses that follow, the clauses that follow prevail.

## 31.2 Amendments

The printed form of this contract is amended as follows.

- (a) **Clause 1** – replace the definition of “*adjustment date*” with “the earlier of the completion date, the date possession is given to the purchaser and the date of actual completion”;
- (b) **Clause 1** – in the definition of “*bank*” delete “a building society or a credit union”;
- (c) **Clause 1** – in the definition of “*clearance certificate*” delete from “that” to the end of the definition;
- (d) **Clause 1** – amend definition of “*depositholder*” to delete “vendor’s agent (or if no vendor’s agent is named in this contract)” so the depositholder is the vendor’s solicitor;
- (e) **Clause 1** – delete the content in the definition of “*FRCGW remittance*” and replace with “remittance amount the amount payable in accordance with section 14-200(2) of the TA Act”;
- (f) **Clause 2.4** - delete “by giving cash (up to \$2,000) to the *depositholder*” and insert the word ‘bank’ before the word ‘cheque’;
- (g) **Clause 5** is deleted and replaced with “The purchaser must not make any requisitions in relation to matters arising out of the contract, questions about the Property or title, anything served by the vendor or in any other case.”
- (h) **Clause 6.2** – delete;
- (i) **Clause 7.1** - The first line of clause 7.1 is replaced with “The vendor can rescind (and need not establish reasonable grounds for doing so) in the case of claims that are not claims for delay-”
- (j) **Clause 7.1.1** - delete;
- (k) **Clause 7.1.2** is replaced with “the purchaser does not serve notice waiving the claims *within* 5 business days after that *service*; and”;
- (l) **Clause 8.1.1** – delete “, on reasonable grounds,”;
- (m) **Clause 8.1.3** – delete “14 days” and replace with “7 days”.
- (n) **Clause 9.1** is replaced with “keep or recover the deposit (including interest earned on it);”
- (o) **Clause 10.1**, line 1 is replaced with “The purchaser cannot make a claim, objection, *requisition*, delay completion, rescind or terminate in respect of-”;
- (p) **Clauses 10.1.8 and 10.1.9** are amended by adding “or existence” after “substance”;
- (q) **Clause 10.1.10** is included as follows “any claim, grant, notice, order or declaration in connection with native title, land rights or heritage protection under legislation, the common law or otherwise.”;
- (r) **Clause 10.2** – add “make a claim, objection, requisition, delay completion or” after “cannot”;
- (s) **Clause 11** - delete and insert:  
“The purchaser must not object, make any claim or rescind or terminate this contract in respect of a work order made on, before or after the contract date and if the contract is completed the purchaser must comply with any work order.”
- (t) **Clause 12** – delete;
- (u) **Clauses 14.4.2** - delete;
- (v) **Clause 14.8** – add “by any competent Authority” after “started”;

- (w) **Clause 19.3** is included as follows “Despite clause 19.2.3, the purchaser’s only remedy for a breach of warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2017* (NSW) is the remedy prescribed by that regulation”;
- (x) **Clause 20.6.3** – add at the end “(this clause 20.6.3 also applies to any document in an action in connection with this contract including any writ of summons or other originating process)”;
- (y) **Clause 20.6.5** – delete “unless it is not received” and add at the end “and in the case of a fax is taken to have been received at the time shown in the transmission report that the whole fax was sent, or in the case of email at the time shown in the sender’s sent emails report recording that the email was sent, unless the sender receives a message that the email was not delivered or was undeliverable”;
- (z) **Clauses 23-29 (inclusive)** – delete;
- (aa) **Clause 30.3** is deleted;
- (bb) **Clause 30.9** – delete “cash (up to \$2,000) or”; and
- (cc) **Clause 32** is deleted.

## 32. Entire agreement

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### 32.1 Entire agreement

In relation to its subject matter, this contract:

- (a) constitutes the entire agreement between the parties; and
- (b) supercedes and cancels any contract, understanding, negotiation, deed, arrangement, collateral arrangement, condition, warranty, indemnity or representation imposed, given or made by a party (or agent of a party) before the contract date.

### 32.2 No representation

The purchaser acknowledges and agrees that in entering into the contract it has not relied on any representations made by the vendor (or its agents or employees) other than as expressly set out in the contract.

## 33. Completion

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### 33.1 Completion Date

The date for completion of this contract is the later to occur of the dates:

- (a) 42 days after the contract date; and
- (b) 7 days after the vendor gives to the purchaser a copy of the RAC approving the registration by the NSW Land Registry Services of the transfer of title to the property.

### 33.2 Notice to complete

- (a) If a party does not complete this contract on the completion date that party defaults under this contract and the other party may, if it is ready, willing and able to complete, serve a Notice to Complete.
- (b) A Notice to Complete is sufficient as to time if a period of 14 days from the date of the Notice to Complete is allowed for completion.
- (c) A party that issues a Notice to Complete may withdraw the notice any time before the time for completion set out in the notice. A party may issue more than one notice in accordance with subclause (a).

- (d) If the vendor issues a Notice to Complete, the purchaser must pay on demand an amount of \$400 (plus GST) for the legal costs incurred by the vendor in issuing the Notice to Complete. The purchaser must pay these costs to the vendor's solicitor by a separate settlement cheque at completion of this contract.

### 33.3 Additional purchase price

It is an essential term of this contract that the price increases by an amount equal to 12% of the unpaid price divided by 365 days multiplied by the number of days between the completion date up to and including the date of completion. If completion is delayed because of the vendor's default, the price does not increase for the period during which completion is delayed by the vendor. The increased price must be paid by the purchaser at completion.

## 34. Completion conditional and Deposit

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### 34.1 Completion conditional

- (a) The parties acknowledge and agree that completion of this contract is subject to and conditional on:
  - (i) the payment by the vendor of the CDL; and
  - (ii) NSWALC issuing a RAC to the vendor approving the registration of the transfer by the NSW Land Registry Services.
- (b) The vendor will keep the purchaser reasonably informed as to the progress of the issuance of the RAC.
- (c) If NSWALC:
  - (i) does not approve the registration of the transfer; or
  - (ii) fails to issue the RAC to the vendor within 6 months after the date of the contract:

then either party may rescind this contract and the provisions of printed condition 19 apply.

### 34.2 Release of Deposit

The parties:

- (a) authorise and direct the depositholder to release part of the deposit equal to the amount of the CDL only for the purpose of payment of the CDL on or before completion; and
- (b) acknowledge and agree that the balance of the deposit (if any) following the partial release will be held by the depositholder in its nominated trust account pending settlement.

## 35. Property Warranty & Disclosures

---

### 35.1 Condition of the property

The purchaser represents and warrants that the purchaser:

- (a) is satisfied as to the nature, quality, condition and state of repair of the property;
- (b) accepts the property on an 'as is where is' basis and subject to all defects (latent and patent) and all dilapidation and infestation;
- (c) accepts the property in the state and condition in which the property is in at completion;

- (d) assumes all responsibility for and risk in relation to the future development of the property (whether under Environmental Law or otherwise) from the contract date; and
- (e) is satisfied:
  - (i) about the purposes for which the property may be used; and
  - (ii) in relation to the requirements and processes for future development of the property.

### **35.2 Inclusions**

- (a) The Inclusions are transferred to the purchaser on completion.
- (b) The purchaser represents and warrants that the purchaser:
  - (i) is satisfied as to the nature, quality, condition and state of repair of the property, Inclusions and all improvements as at the contract date;
  - (ii) accepts the property, the Inclusions and improvements as they are and subject to all defects (latent and patent) and all dilapidation and infestation; and
  - (iii) is satisfied about the purposes for which the property, the Inclusions and improvements may be used.

### **35.3 No survey**

The vendor does not hold an identification survey report for the property and the purchaser cannot require the vendor to procure an identification survey report.

### **35.4 Building certificate**

The vendor does not have a Building Certificate for the Improvements. The vendor need not do anything to obtain or assist the purchaser to obtain a Building Certificate.

### **35.5 No obligation to remove chattels**

The purchaser acknowledges that except for items which are expressly excluded from sale under this contract the vendor has no obligation to remove any fixtures or chattels, rubbish of any description or any debris affixed or present on the property prior to completion. Any rubbish, improvements, abandoned chattels and/or debris on the property as at completion are the sole responsibility of the purchaser.

### **35.6 Mine subsidence**

- (a) The property is located in a Mine Subsidence District.
- (b) The purchaser relies on its own inspections of and enquiries about the property and acknowledges that the purchaser has satisfied itself independently of the vendor as to all of the matters disclosed in this clause.

### **35.7 Purchaser not to make requisition**

The purchaser accepts the property subject to the disclosures in this clause and may not make any Claim, requisition, delay completion, terminate or rescind because of any matter referred to in this clause 35.

## **36. Purchaser's further warranties and indemnity**

---

### **36.1 Purchaser's warranties**

The purchaser represents and warrants that:

- (a) the purchaser has not relied on or been induced to enter into this contract by any representation or warranty (including those concerning the potential or present yield, use or development of the property) made by the vendor, its agent or solicitor;

- (b) the purchaser has relied on its own independent investigations and enquiries about the property in entering into this contract; and
- (c) the purchaser has obtained its own independent professional advice on the nature of the property and its permitted uses and the purchaser's rights and obligations under this contract.

**36.2 Warranty as to use**

The purchaser warrants that it has made its own enquiries in relation to the permitted use of the property and acknowledges and agrees that the vendor gives no warranty and makes no statement or representation in relation to the current or future permitted use of the property.

**36.3 Acknowledgements**

The purchaser acknowledges that in entering into this contract the vendor has relied on the warranties given by the purchaser in this clause 36.

**36.4 Indemnity**

The purchaser indemnifies and keeps indemnified the vendor against any Liability, Loss or cost arising out of any breach of the warranties in this clause 36.

**36.5 Survival**

This clause 36 does not merge on completion.

**37. Existing encumbrances**

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- (a) If at completion there is noted on any certificate of title for the property a mortgage or caveat (other than a caveat to which clause 37(b) applies), the purchaser must on completion complete discharge of that mortgage or withdrawal of that caveat in registrable form so far as it relates to the property.
- (b) If at completion there is noted on any certificate of title for the property a caveat lodged by or on behalf of:
  - (i) the purchaser;
  - (ii) any assignee of the purchaser's interest under this contract; or
  - (iii) any person claiming through or under the purchaser,the purchaser must complete despite the notation of that caveat.

**38. Not used**

**39. Warranty about agent**

---

The purchaser warrants that it was not introduced to the vendor as a purchaser by any person other than the vendor's agent named on the first page of this contract. The purchaser indemnifies the vendor against any proven claim for commission made by any other person as a result of a breach of this warranty. The provisions of this clause do not merge on completion.

**40. Insolvency, death or bankruptcy**

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**40.1 Corporations**

If the purchaser (or any of them) is a company and prior to completion enters into a scheme, makes any arrangement for the benefit of its creditors, an order is made to wind it up, has a liquidator, provisional liquidator, receiver, receiver manager, administrator,

voluntary administrator, controller, controlling manager or official manager of it appointed, a mortgagee enters into possession of all or a substantial part of its assets, or it is deemed by any relevant legislation to be unable to pay its debts, the purchaser defaults in the observance of an essential term of this contract and the vendor may terminate this contract in accordance with clause 9.

#### 40.2 Natural person

If either party (or any of them) is a natural person and prior to completion dies, the other party may rescind this contract in accordance with clause 19.

### 41. Guarantee

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- (a) In consideration of the vendor entering into this contract at the request of the Guarantor, the Guarantor:
- (i) guarantees to the vendor;
    - (A) payment of all moneys payable by the purchaser; and
    - (B) the performance by the purchaser of all other obligations under this contract; and
  - (ii) indemnifies the vendor against any liability, loss, damage, expense or claim incurred by the vendor arising directly or indirectly from any breach of this contract by the purchaser.
- (b) This guarantee and indemnity is a principal obligation of the Guarantor and is not collateral to any other obligation.
- (c) The liabilities of the Guarantor are not affected by:
- (i) the granting to the purchaser or to any other person of any time, waiver, indulgence, consideration or concession or the discharge or release of the purchaser;
  - (ii) the death, bankruptcy or liquidation of the purchaser, the Guarantor or any one of them;
  - (iii) reason of the vendor becoming a party to or bound by any compromise, assignment of property or scheme of arrangement or composition of debts or scheme or reconstruction by or relating to the purchaser, the Guarantor or any other person.
  - (iv) the vendor exercising or refraining from exercising any of the rights, powers or remedies conferred on the vendor by law or by any document or arrangement with the purchaser, the Guarantor or any other person or any guarantee, bond, covenant, mortgage or other security; or
  - (v) the vendor obtaining a judgment against the purchaser, the Guarantor or any other person for the payment of the moneys payable under this contract.
- (d) This guarantee and indemnity will continue notwithstanding:
- (i) that the vendor has exercised any of the vendor's rights under this contract including any right of termination;
  - (ii) the purchaser is wound up; or
  - (iii) this guarantee and indemnity is for any reason unenforceable either in whole or in part.
- (e) This guarantee and indemnity:
- (i) is of a continuing nature and will remain in effect until final discharge of the guarantee or indemnity is given by the vendor to the Guarantor;

- (ii) may not be considered wholly or partially discharged by the payment of the whole or any part of the amount owed by the purchaser to the vendor; and
  - (iii) extends to the entire amount that is now owed or that may become owing at any time in the future to the vendor by the purchaser pursuant to or contemplated by this contract including any interest, costs or charges payable to the vendor under this contract.
- (f) If any payment made to the vendor by or on behalf of the purchaser or the Guarantor is subsequently avoided by any statutory provision or otherwise:
- (i) that payment is to be treated as not discharging the Guarantor's liability for the amount of that payment; and
  - (ii) the vendor and the Guarantor will be restored to the position in which each would have been and will be entitled to exercise all rights which each would have had if that payment had not been made.
- (g) The vendor can proceed to recover the amount claimed as a debt or damages from the Guarantor without having instituted legal proceedings against the purchaser and without first exhausting the vendor's remedies against the purchaser.
- (h) It is an essential term of this contract for the benefit of the vendor that the Guarantor signs this contract.
- (i) This clause 41 does not merge on completion.

## 42. Confidentiality and publicity

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### 42.1 Announcements

- (a) The purchaser may not make any public announcement or media release relating to this contract (including the fact that the parties have executed this contract) unless the vendor has consented in writing to the announcement, including the timing, form and content of that disclosure, or unless the announcement would be permitted under an exemption in clause 42.2.
- (b) The vendor may at any time inform other prospective buyers of the property that the property has been sold and a contract signed.
- (c) Before it is published, the vendor must give a copy to the purchaser of any proposed media release, announcement or public disclosure concerning this contract.

### 42.2 Confidentiality

- (a) Each party (**recipient**) must keep secret and confidential, and must not divulge or disclose any information relating to the other party or its business (which is disclosed to the recipient by the other party, its representatives or advisers), this contract other than to the extent that:
  - (i) the information is in the public domain as at the date of this contract (or subsequently comes into the public domain other than by breach of any obligation of confidentiality binding on the recipient);
  - (ii) the recipient is required to disclose the information by applicable law (including without limit, any requirements of any Authority, to which the recipient is subject) or the rules of any recognised stock exchange on which its shares or the shares of any of its Related Bodies Corporate are listed, provided that the recipient has consulted with the provider of the information as to the form and content of the disclosure to the extent practicable;
  - (iii) the disclosure is made by the recipient to Related Bodies Corporate, its financiers or lawyers, accountants, investment bankers, consultants or other professional advisers or to a bona fide purchaser to the extent

necessary to enable the recipient to properly perform its obligations under this contract or to conduct their business generally, in which case the recipient must ensure that such persons keep the information secret and confidential and do not divulge or disclose the information to any other person;

- (iv) the disclosure is required for use in legal proceedings regarding this contract; or
  - (v) the party to whom the information relates has consented in writing before the disclosure.
- (b) Each recipient must ensure that its directors, officers, employees, agents, representatives and related bodies corporate comply in all respects with the recipient's obligations under this clause 42.2.

#### **42.3 No limitation**

Nothing in this clause 42 limits the operation of any other confidentiality agreement entered into between the vendor and the purchaser or any Related Body Corporate of the purchaser prior to the contract date.

#### **42.4 Survival**

This clause 42 does not merge on completion.

### **43. General**

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#### **43.1 Governing law and jurisdiction**

- DRAFT
- (a) This contract is governed by and is to be construed in accordance with the laws of New South Wales.
  - (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

#### **43.2 Amendment**

This contract may only be varied or replaced by a document signed by the parties.

#### **43.3 Assignment**

The purchaser must not assign or deal with any right under this contract. The vendor may assign or deal with any of its rights under this contract, or novate this contract without the purchaser's consent, but the vendor must give the purchaser notice of any such assignment or dealing.

#### **43.4 Attachments**

- (a) The purchaser acknowledges that any person attaching documents to this contract at the request of the vendor or the vendor's solicitor does so as the agent of the vendor.
- (b) Subject to Part IV of the *Conveyancing Act* 1919 (NSW), the vendor does not warrant the accuracy or completeness of the documents attached to this contract.

**Execution Page**

**Signed by the vendor:**

Executed for and on behalf of **Awabakal Local Aboriginal Land Council ABN 19 759 066 759** in accordance with section 245 of the *Aboriginal Land Rights Act 1983* (NSW) by its Chairperson in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Chairperson

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

**Signed by the purchaser:**

Executed by **[insert purchasing entity]** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

**DRAFT**

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of secretary

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

**Signed by the Guarantor:**

Executed by **[insert Guarantor]** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of secretary

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

**DRAFT**

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 315/13129

SEARCH DATE	TIME	EDITION NO	DATE
7/4/2026	10:21 AM	3	27/11/1996

LAND

LOT 315 IN DEPOSITED PLAN 13129  
 AT ARCADIA VALE  
 LOCAL GOVERNMENT AREA LAKE MACQUARIE  
 PARISH OF AWABA COUNTY OF NORTHUMBERLAND  
 TITLE DIAGRAM DP13129

FIRST SCHEDULE

AWABAKAL LOCAL ABORIGINAL LAND COUNCIL (T 2516940)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 2516940 SUBJECT TO CONDITIONS IN MEMORANDUM 2555578.  
 RESTRICTIONS ON DEALINGS AND PLANS - SEE PART 2,  
 DIVISION OF ABORIGINAL LAND RIGHTS ACT 1983 (THIS IS  
 NOT AFFECTED BY SECTION 42). ANY DEALING OR PLAN MUST  
 BE ACCOMPANIED BY A REGISTRATION APPROVAL CERTIFICATE  
 OR A STATEMENT OF NON REQUIREMENT.
- \* 2 2831516 CAVEAT BY NEW SOUTH WALES LAND AND HOUSING  
 CORPORATION

NOTATIONS

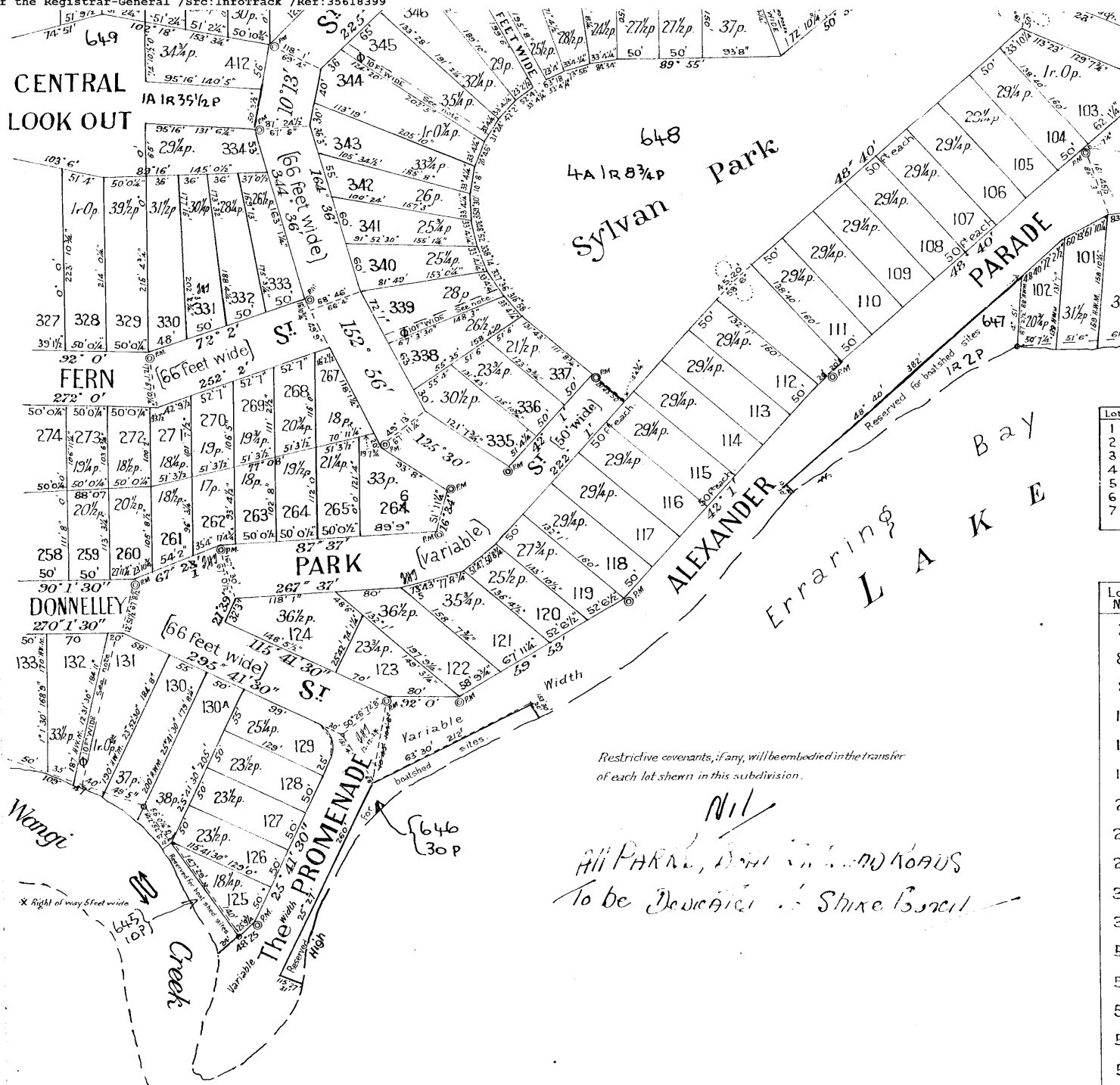
REFER ALL DEALINGS AND PLANS TO INDIGENOUS TITLE AND LEGAL DIVISION

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

**DRAFT**





Restrictive covenants, if any, will be embodied in the transfer of each lot shown in this subdivision.

*Nil*  
 All PARK, DONNELLEY AND WONGIE ROADS  
 To be Dedicated to Shire Council

Plan approved of by Council  
 Covered by Council Clerk's Certificate No. 60. of 1<sup>st</sup> July 1924.

*Henry Markes*  
 Shire Clerk  
 President

*P. J. O'Connell*  
 Secretary

D.P. 13129 (E)

NOTE: Permanent marks - concrete blocks - shown thus: © P.M.  
 Site of proposed drainage easement marked thus ☉

Subscribed and declared before me at Newcastle  
 this 27<sup>th</sup> day of June 1924.

Sheet 1 of 2

*W. G. O'Connell*

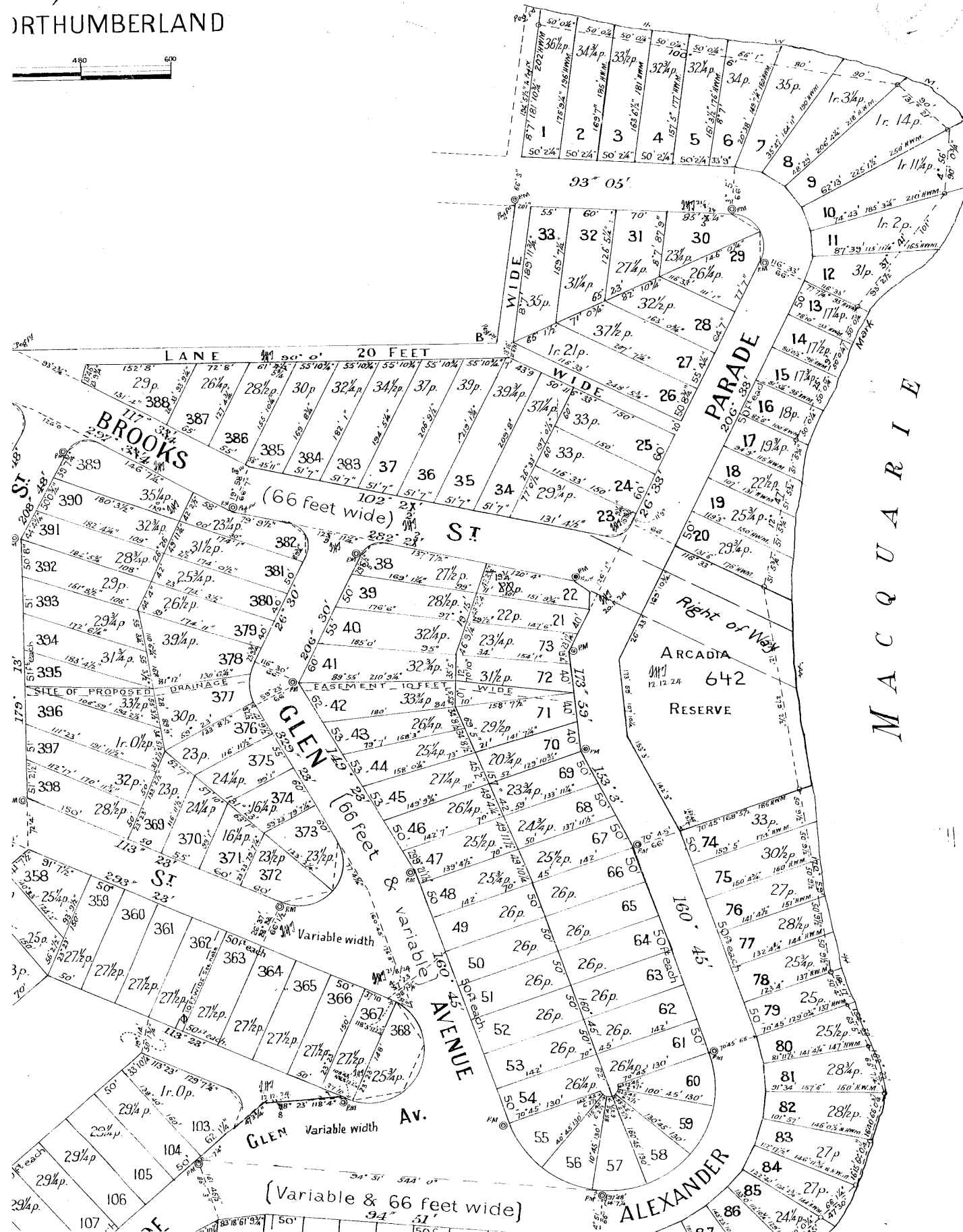
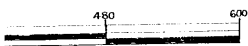


# DP13129

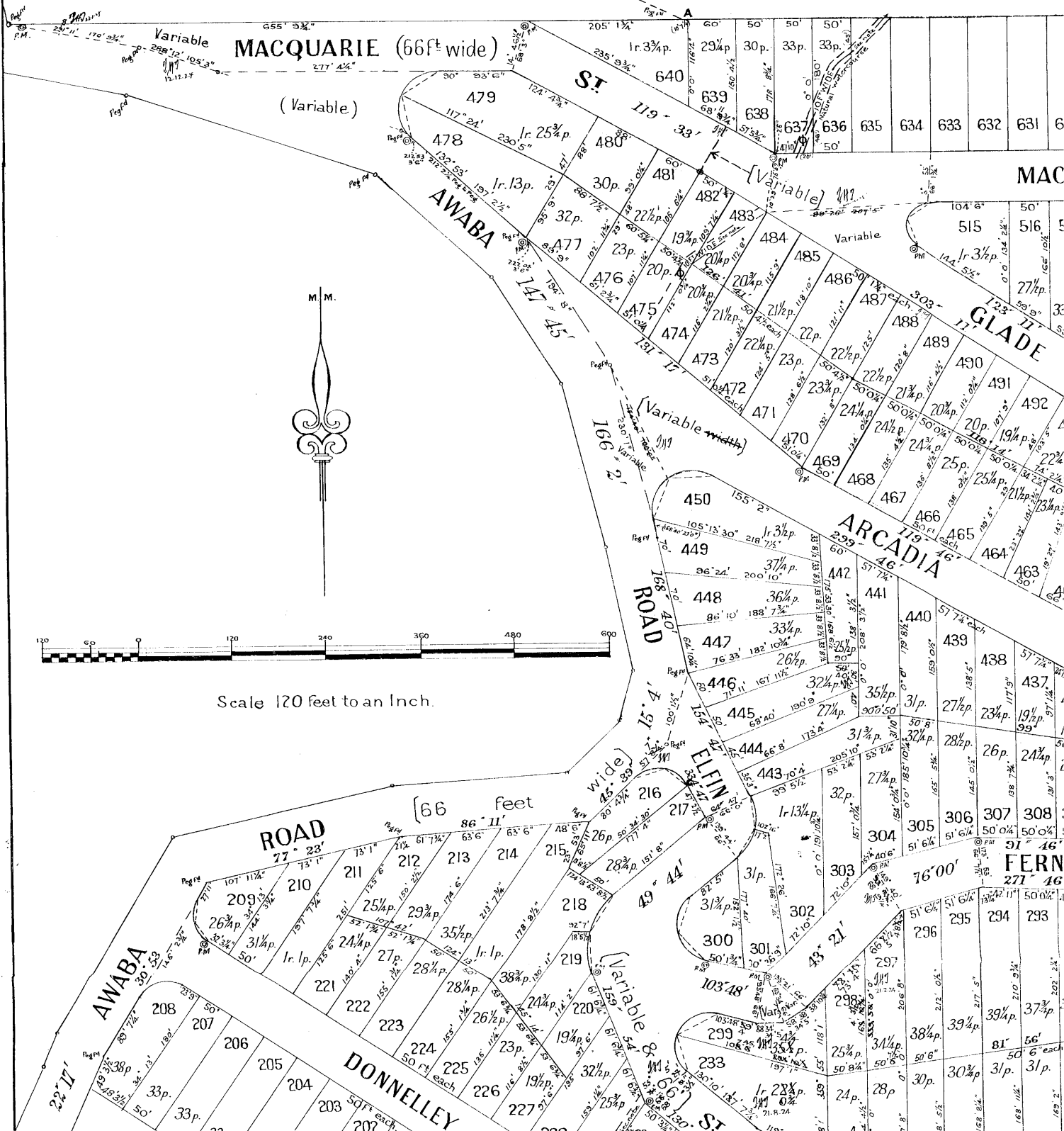
## SH. 1/2

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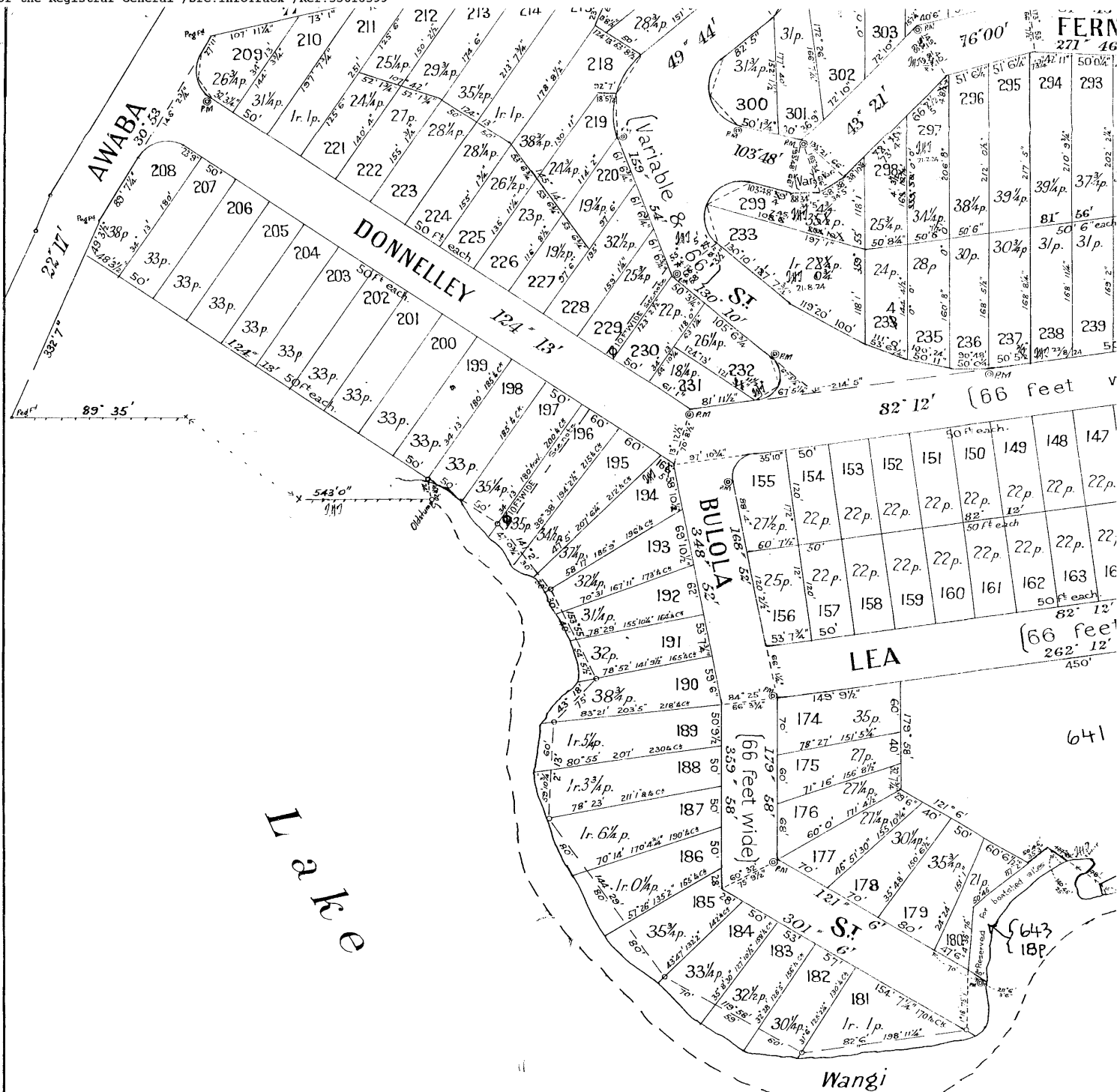
ORTHUMBERLAND



B.106016.22.7.24 (2 Sheets - Sheet.2) D.P. 13129 (E)



Scale 120 feet to an Inch.



Lake

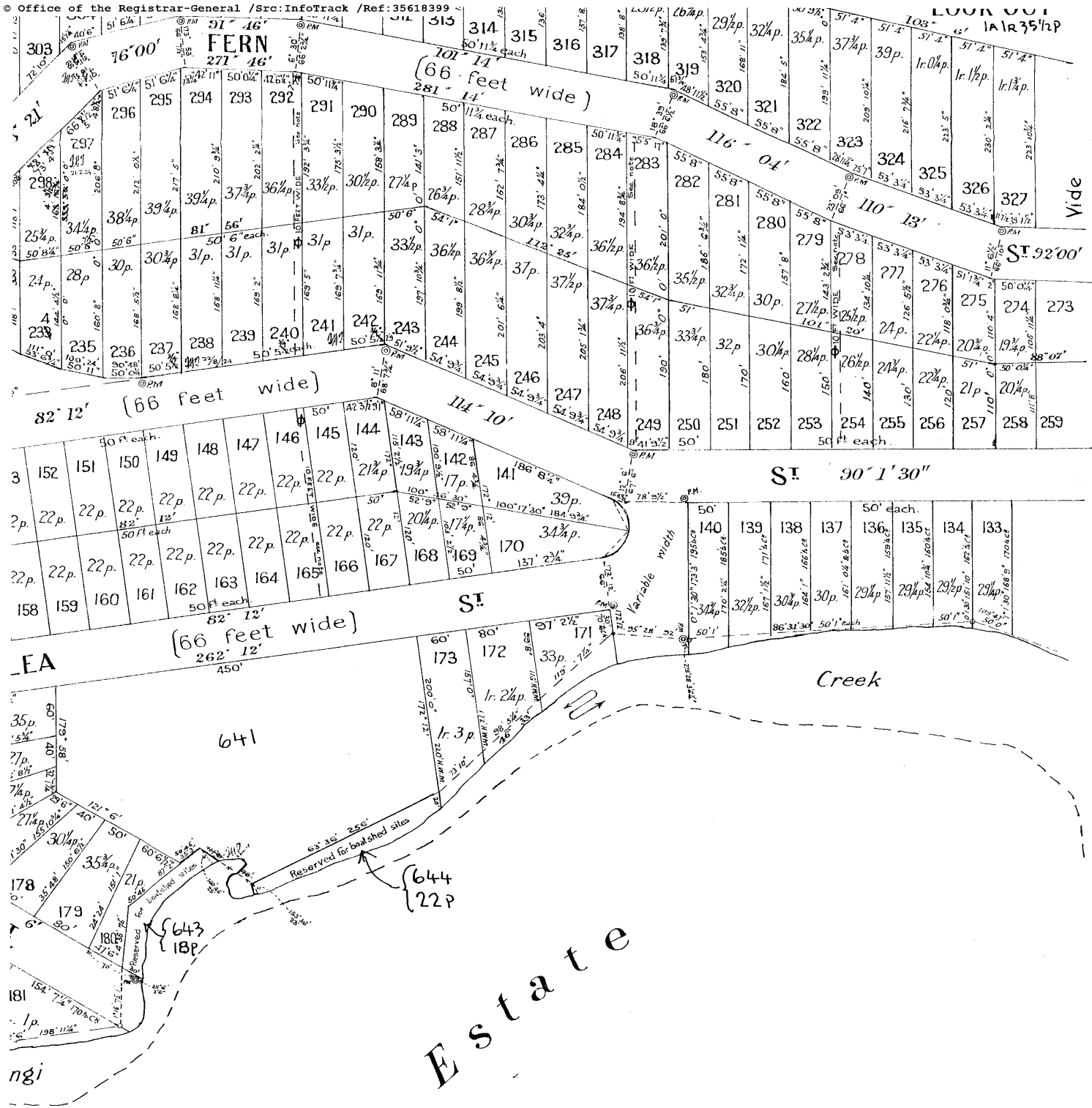
*David*  
 Secretary

View

*M. L. Turner*  
 Licensed Surveyor.

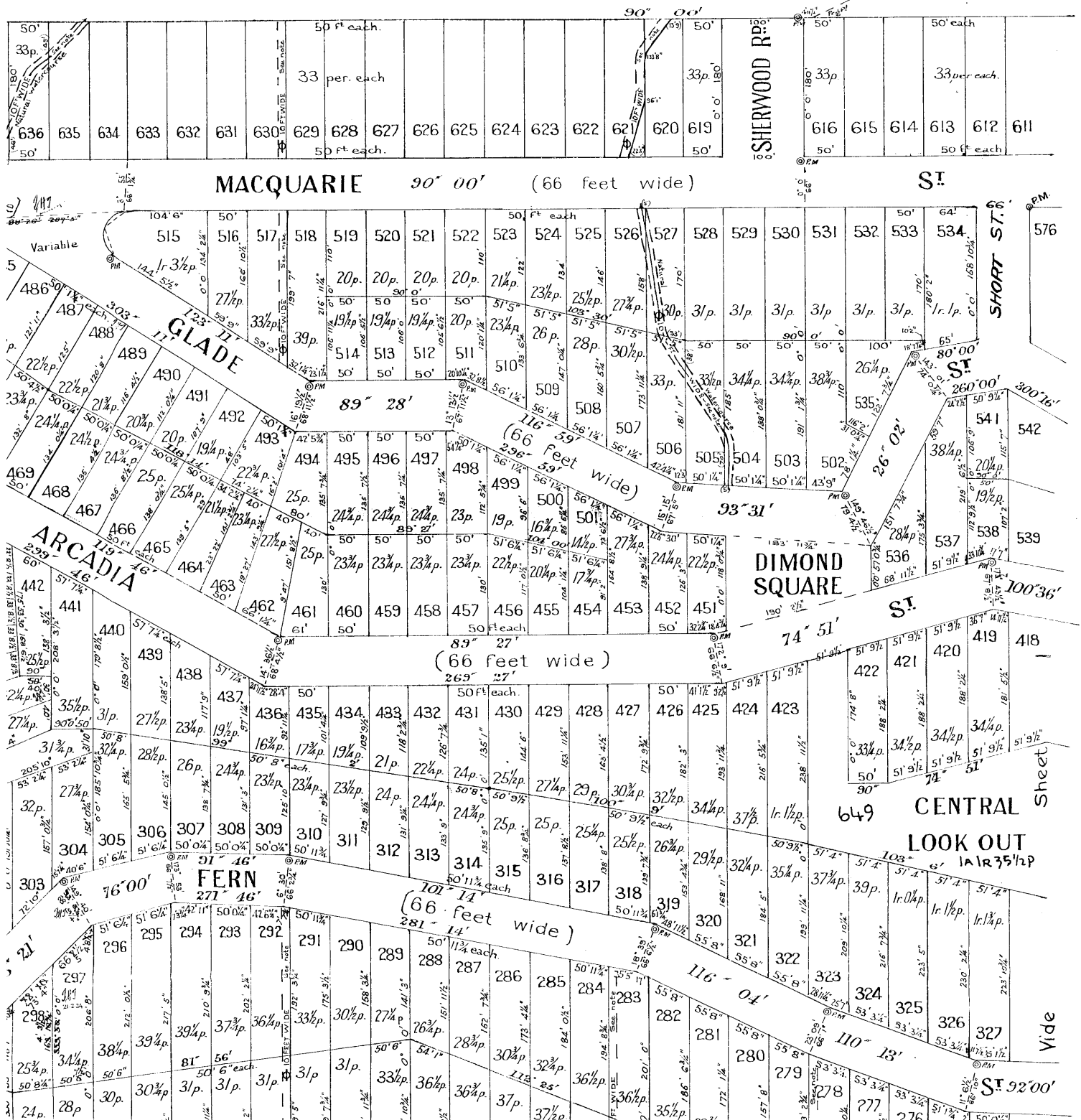
D.P. 13129 (E)  
 sh 2/2

Azimuth from AB (adopted as 90°)



D.P.13129

DP13129  
SH. 2/2



CONVERSION TABLE ADDED IN  
 REGISTRAR GENERAL'S DEPARTMENT

CONVERSION TABLE ADDED IN  
 REGISTRAR GENERAL'S DEPARTMENT

CONVERSION TABLE ADDED IN  
 REGISTRAR GENERAL'S DEPARTMENT

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 REGISTRAR GENERAL'S DEPARTMENT

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 REGISTRAR GENERAL'S DEPARTMENT

CONVERSION TABLE ADDED IN  
 REGISTRAR GENERAL'S DEPARTMENT

DP 13129	SH 2/2	CONTD	FEET INCHES	METRES
95	9		29.185	
96	1		29.285	
97	6 1/4		29.415	
98	2 1/2		29.63	
99	6		29.72	
100	10 3/4		29.84	
101	5 1/4		30.005	
102	0 1/4		30.115	
103	1 1/2		30.46	
104	1 1/2		30.52	
105	4 1/4		30.72	
106	4 1/4		30.885	
107	11 3/4		31.39	
108	2 1/2		31.46	
109	5 1/2		31.52	
110	8 5/8		31.615	
111	1 1/4		31.73	
112	3		31.85	
113	6 3/4		32.08	
114	6 3/4		32.17	
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118	6 1/4		32.465	
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120	11 1/4		32.595	
121	7 1/4		32.665	
122	2 3/8		32.75	
123	9 3/8		32.84	
124	11 1/4		32.9	
125	11 1/4		33.405	
126	7 1/4		33.405	
127	8 1/4		33.465	
128	9 1/2		33.53	
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131	8 3/4		34.035	
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133	3 3/4		34.285	
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136	11 2		34.6	
137	2 1/2		35.115	
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139	9		35.28	
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145	11 6 1/2		35.475	
146	8 1/2		35.575	
147	11 6 1/2		35.575	
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151	3 1/2		36.78	
152	6 3/4		37.05	
153	7 3/4		37.08	
154	11 1/2		37.115	
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DP 13129	SH 2/2	CONTD	FEET INCHES	METRES
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129	5		38.405	
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131	7 3/4		38.465	
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161	10 3/4		40.225	

DP 13129	SH 2/2	CONTD	FEET INCHES	METRES
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DP 13129	SH 2/2	CONTD	FEET INCHES	METRES
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DP 13129	SH 2/2	CONTD	FEET INCHES	METRES
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259	10 3/4		63.76	
260	10 3/4		63.865	
261	10 3/4		63.97	
262	10 3/4		64.075	
263	10 3/4		64.18	
264	10 3/4		64.285	
265	10 3/4		64.39	
266	10 3/4		64.495	
267	10 3/4		64.6	
268	10 3/4		64.705	
269	10 3/4		64.81	
270	10 3/4		64.915	
271	10 3/4		65.02	
272	10 3/4		65.125	
273	10 3/4		65.23	
274	10 3/4		65.335	
275	10 3/4		65.44	
276	10 3/4		65.545	
277	10 3/4		65.65	
278	10 3/4		65.755	
279	10 3/4		65.86	
280	10 3/4		65.965	
281	10 3/4		66.07	
282	10 3/4		66.175	
283	10 3/4		66.28	
284	10 3/4		66.385	
285	10 3/4		66.49	
286	10 3/4		66.595	
287	10 3/4		66.7	
288	10 3/4		66.805	
289	10 3/4		66.91	
290	10 3/4		67.015	
291	10 3/4		67.12	
292	10 3/4		67.225	
293	10 3/4		67.33	
294	10 3/4		67.435	
295	10 3/4		67.54	
296	10 3/4		67.645	
297	10 3/4		67.75	
298	10 3/4		67.855	
299	10 3/4		67.96	
300	10 3/4		68.065	
301	10 3/4		68.17	
302	10 3/4		68.275	
303	10 3/4		68.38	
304	10 3/4		68.485	
305	10 3/4		68.59	
306	10 3/4		68.695	
307	10 3/4		68.8	
308	10 3/4		68.905	
309	10 3/4		69.01	
310	10 3/4		69.115	
311	10 3/4		69.22	
312	10 3/4		69.325	
313	10 3/4		69.43	
314	10 3/4		69.535	
315	10 3/4		69.64	
316	10 3/4		69.745	
317	10 3/4		69.85	
318	10 3/4		69.95	

CONVERSION TABLE ADDED IN  
 REGISTRAR GENERAL'S DEPARTMENT

DP 13129	SH	1/2 CONTD	FEET INCHES	METRES
185	10	1/4	47.505	
186	5		47.926	
187	6		48.005	
188	0	1/4	48.165	
189	4		48.226	
190	4		48.335	
191	11	1/2	48.485	
192	7	1/2	48.635	
193	13		48.835	
194	2	1/2	49.035	
195	10	1/4	49.142	
196	4	1/4	49.242	
197	5	1/2	49.342	
198	5	1/4	49.442	
199	5	1/4	49.542	
200	7	1/4	49.642	
201	8	1/4	49.742	
202	8	1/2	49.842	
203	8	1/2	49.942	
204	8	1/2	50.042	
205	10		50.142	
206	9	1/4	50.242	
207	9	1/2	50.342	
208	7	1/4	50.442	
209	8		50.542	
210	8		50.642	
211	9	1/4	50.742	
212	9	1/2	50.842	
213	10	1/4	50.942	
214	10	1/2	51.042	
215	11	1/4	51.142	
216	11	1/2	51.242	
217	12	1/4	51.342	
218	12	1/2	51.442	
219	13	1/4	51.542	
220	13	1/2	51.642	
221	14	1/4	51.742	
222	14	1/2	51.842	
223	15	1/4	51.942	
224	15	1/2	52.042	
225	16	1/4	52.142	
226	16	1/2	52.242	
227	17	1/4	52.342	
228	17	1/2	52.442	
229	18	1/4	52.542	
230	18	1/2	52.642	
231	19	1/4	52.742	
232	19	1/2	52.842	
233	20	1/4	52.942	
234	20	1/2	53.042	
235	21	1/4	53.142	
236	21	1/2	53.242	
237	22	1/4	53.342	
238	22	1/2	53.442	
239	23	1/4	53.542	
240	23	1/2	53.642	
241	24	1/4	53.742	
242	24	1/2	53.842	
243	25	1/4	53.942	
244	25	1/2	54.042	
245	26	1/4	54.142	
246	26	1/2	54.242	
247	27	1/4	54.342	
248	27	1/2	54.442	
249	28	1/4	54.542	
250	28	1/2	54.642	
251	29	1/4	54.742	
252	29	1/2	54.842	
253	30	1/4	54.942	
254	30	1/2	55.042	
255	31	1/4	55.142	
256	31	1/2	55.242	
257	32	1/4	55.342	
258	32	1/2	55.442	
259	33	1/4	55.542	
260	33	1/2	55.642	
261	34	1/4	55.742	
262	34	1/2	55.842	
263	35	1/4	55.942	
264	35	1/2	56.042	
265	36	1/4	56.142	
266	36	1/2	56.242	
267	37	1/4	56.342	
268	37	1/2	56.442	
269	38	1/4	56.542	
270	38	1/2	56.642	
271	39	1/4	56.742	
272	39	1/2	56.842	
273	40	1/4	56.942	
274	40	1/2	57.042	
275	41	1/4	57.142	
276	41	1/2	57.242	
277	42	1/4	57.342	
278	42	1/2	57.442	
279	43	1/4	57.542	
280	43	1/2	57.642	
281	44	1/4	57.742	
282	44	1/2	57.842	
283	45	1/4	57.942	
284	45	1/2	58.042	
285	46	1/4	58.142	
286	46	1/2	58.242	
287	47	1/4	58.342	
288	47	1/2	58.442	
289	48	1/4	58.542	
290	48	1/2	58.642	
291	49	1/4	58.742	
292	49	1/2	58.842	
293	50	1/4	58.942	
294	50	1/2	59.042	
295	51	1/4	59.142	
296	51	1/2	59.242	
297	52	1/4	59.342	
298	52	1/2	59.442	
299	53	1/4	59.542	
300	53	1/2	59.642	

CONVERSION TABLE ADDED IN  
 REGISTRAR GENERAL'S DEPARTMENT

DP 13129	SH	1/2 CONTD	FEET INCHES	METRES
185	10	3/4	57.86	
186	10		57.91	
187	11	1/4	57.91	
188	11	1/2	58.22	
189	12	1/4	58.22	
190	12	1/2	58.22	
191	13	1/4	58.22	
192	13	1/2	58.22	
193	14	1/4	58.22	
194	14	1/2	58.22	
195	15	1/4	58.22	
196	15	1/2	58.22	
197	16	1/4	58.22	
198	16	1/2	58.22	
199	17	1/4	58.22	
200	17	1/2	58.22	
201	18	1/4	58.22	
202	18	1/2	58.22	
203	19	1/4	58.22	
204	19	1/2	58.22	
205	20	1/4	58.22	
206	20	1/2	58.22	
207	21	1/4	58.22	
208	21	1/2	58.22	
209	22	1/4	58.22	
210	22	1/2	58.22	
211	23	1/4	58.22	
212	23	1/2	58.22	
213	24	1/4	58.22	
214	24	1/2	58.22	
215	25	1/4	58.22	
216	25	1/2	58.22	
217	26	1/4	58.22	
218	26	1/2	58.22	
219	27	1/4	58.22	
220	27	1/2	58.22	
221	28	1/4	58.22	
222	28	1/2	58.22	
223	29	1/4	58.22	
224	29	1/2	58.22	
225	30	1/4	58.22	
226	30	1/2	58.22	
227	31	1/4	58.22	
228	31	1/2	58.22	
229	32	1/4	58.22	
230	32	1/2	58.22	
231	33	1/4	58.22	
232	33	1/2	58.22	
233	34	1/4	58.22	
234	34	1/2	58.22	
235	35	1/4	58.22	
236	35	1/2	58.22	
237	36	1/4	58.22	
238	36	1/2	58.22	
239	37	1/4	58.22	
240	37	1/2	58.22	
241	38	1/4	58.22	
242	38	1/2	58.22	
243	39	1/4	58.22	
244	39	1/2	58.22	
245	40	1/4	58.22	
246	40	1/2	58.22	
247	41	1/4	58.22	
248	41	1/2	58.22	
249	42	1/4	58.22	
250	42	1/2	58.22	
251	43	1/4	58.22	
252	43	1/2	58.22	
253	44	1/4	58.22	
254	44	1/2	58.22	
255	45	1/4	58.22	
256	45	1/2	58.22	
257	46	1/4	58.22	
258	46	1/2	58.22	
259	47	1/4	58.22	
260	47	1/2	58.22	
261	48	1/4	58.22	
262	48	1/2	58.22	
263	49	1/4	58.22	
264	49	1/2	58.22	
265	50	1/4	58.22	
266	50	1/2	58.22	
267	51	1/4	58.22	
268	51	1/2	58.22	
269	52	1/4	58.22	
270	52	1/2	58.22	
271	53	1/4	58.22	
272	53	1/2	58.22	
273	54	1/4	58.22	
274	54	1/2	58.22	
275	55	1/4	58.22	
276	55	1/2	58.22	
277	56	1/4	58.22	
278	56	1/2	58.22	
279	57	1/4	58.22	
280	57	1/2	58.22	
281	58	1/4	58.22	
282	58	1/2	58.22	
283	59	1/4	58.22	
284	59	1/2	58.22	
285	60	1/4	58.22	
286	60	1/2	58.22	
287	61	1/4	58.22	
288	61	1/2	58.22	
289	62	1/4	58.22	
290	62	1/2	58.22	
291	63	1/4	58.22	
292	63	1/2	58.22	
293	64	1/4	58.22	
294	64	1/2	58.22	
295	65	1/4	58.22	
296	65	1/2	58.22	
297	66	1/4	58.22	
298	66	1/2	58.22	
299	67	1/4	58.22	
300	67	1/2	58.22	

CONVERSION TABLE ADDED IN  
 REGISTRAR GENERAL'S DEPARTMENT

DP 13129	SH	1/2 CONTD	FEET INCHES	METRES
185	10	3/4	110.1	
186	10		110.2	
187	11	1/4	110.3	
188	11	1/2	110.4	
189	12	1/4	110.5	
190	12	1/2	110.6	
191	13	1/4	110.7	
192	13	1/2	110.8	
193	14	1/4	110.9	
194	14	1/2	111.0	
195	15	1/4	111.1	
196	15	1/2	111.2	
197	16	1/4	111.3	
198	16	1/2	111.4	
199	17	1/4	111.5	
200	17	1/2	111.6	
201	18	1/4	111.7	
202	18	1/2	111.8	
203	19	1/4	111.9	
204	19	1/2	112.0	
205	20	1/4	112.1	
206	20	1/2	112.2	
207	21	1/4	112.3	
208	21	1/2	112.4	
209	22	1/4	112.5	
210	22	1/2	112.6	
211	23	1/4	112.7	
212	23	1/2	112.8	
213	24	1/4	112.9	
214	24	1/2	113.0	
215	25	1/4	113.1	
216	25	1/2	113.2	
217	26	1/4	113.3	
218	26	1/2	113.4	
219	27	1/4	113.5	
220	27	1/2	113.6	
221	28	1/4	113.7	
222	28	1/2	113.8	
223	29	1/4	113.9	
224	29	1/2	114.0	
225	30	1/4	114.1	
226	30	1/2	114.2	
227	31	1/4	114.3	
228	31	1/2	114.4	
229	32	1/4	114.5	
230	32	1/2	114.6	
231	33	1/4	114.7	



**DRAFT**

Form number: 97-01T  
Licence number: 10V/0096/95  
Printed: 0596LTO

# TRANSFER

New South Wales  
Real Property Act 1900



2516940 U

Page 1 of .....

Office of State Revenue use only

Office of State Revenue  
(N.S.W. TREASURY)

1900/97

NO STAMP DUTY PAYABLE ON THIS INSTRUMENT

*2.1.21*

(A) **LAND TRANSFERRED**  
Show no more than 20 references to title.  
If appropriate, specify the share transferred.

**FOLIO IDENTIFIER 315/13129**

(B) **LODGED BY**

OFFICE USE
SET GM(N)
ON BK

L.T.O. Box <b>35D</b>	Name, Address, DX and Telephone <b>MORRIS, HAYES &amp; EDGAR</b> LAW STATIONERS 74 CASTLEREAGH ST., SYDNEY DX 420 232 2411 REFERENCE (max. 15 characters): <i>IBC6430 R.Fiddes</i>
--------------------------	---

(C) **TRANSFEROR** ..... **NEW SOUTH WALES LAND AND HOUSING CORPORATION** .....

(D) acknowledges receipt of the consideration of ..... **\$1.00** .....

and as regards the land specified above transfers to the Transferee an estate in fee simple

(E) subject to the following **ENCUMBRANCES** 1. .... 2. .... 3. ....

(F) **TRANSFEEE**

T TS (s713 LGA) TW (Sheriff)	<b>AWABAKAL LOCAL ABORIGINAL LAND COUNCIL</b> TENANCY: .....
--	---

(H) We certify this dealing correct for the purposes of the Real Property Act 1900. **DATE** .....

Signed in my presence by the Transferor who is personally known to me.

*[Signature]*  
Signature of Witness  
*Alicia Bartlett*  
Name of Witness (BLOCK LETTERS)  
**23-31 Moore St Liverpool 2170**  
Address of Witness

*[Signature]*  
SIGNED by me **THAYALINI WIGNESWARAN** Senior Conveyancing Officer  
as Delegate of the New South Wales Land and Housing Corporation and  
hereby certify that I have no notice of the revocation of such delegation.  
Signature of Transferor

Signed in my presence by the Transferee who is personally known to me.

Signature of Witness **ROSS ASHLEY FIDDES**  
**SOLICITOR**  
Name of Witness (BLOCK LETTERS)  
Address of Witness

*[Signature]*  
Signature of Transferee  
NB: if applicable, indicate that the signatory is the transferee's  
solicitor and show the solicitor's full name in block letters.

Form: 16LM  
Release: 24

# MEMORANDUM



## AI55778T

New South Wales  
Section 80A Real Property Act 19

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

(B) **LODGED BY**

Document Collection Box  10V	Name, Address or DX, Telephone, and Customer Account Number if any  Land & Property Information Department of Finance & Services	CODES LM CM MM GM <b>BM</b>
	Reference: <input type="text"/>	

(B) **APPLICANT**

Registrar General of New South Wales
--------------------------------------

(C) The applicant requests the Registrar General to record this memorandum, comprising 2 pages including this page, which contains provisions deemed to be incorporated in any instrument which refers to it.

- (D) i. For option to renew see clause NOT APPLICABLE
- ii. For option to purchase see clause NOT APPLICABLE

(E) Signature of applicant's representative:

Name of signatory:

Des Mooney

Capacity of signatory (if applicable):

Registrar General of NSW

Date:

27/9/13

FOR THE PROVISIONS CONTAINED IN THIS MEMORANDUM SEE ANNEXURE "A"

## ANNEXURE "A" TO MEMORANDUM

I, Des Mooney, Registrar General of NSW,

Certify that this Memorandum (comprising 2 pages) contains the provisions which are deemed to be incorporated in such Folios of the Register as refer to this memorandum.



Des Mooney  
Registrar General

1. The reservation and exception to the Crown of all gold, silver, coal, petroleum and uranium – see sections 45 (11) and 12(a) *Aboriginal Land Rights Act 1983*.
2. Inclusion of minerals:- Title includes the right to all minerals except gold, silver, coal, petroleum and uranium – see section 45(2), (11) and (12) *Aboriginal Land Rights Act 1983*.
3. Restraint on resumption:- Land vested in an Aboriginal Land Council shall not be appropriated or resumed except by an Act of Parliament – see section 42B *Aboriginal Land Rights Act 1983*.
4. Barring of execution against land for unpaid rates:- Land vested in an Aboriginal Land Council shall not be sold, whether by way of writ of execution or otherwise, for unpaid rates – see section 44 *Aboriginal Land Rights Act 1983*.

97-08X



**B**

**CAVEAT**

Prohibiting recording of a DEALING or PLAT  
 or granting of a POSSESSORY APPLICATION  
 Section 74F Real Property Act 1900



2831516 A

Office of State Revenue use only

(A) **LAND**  
 Show no more than 20 References to Title.

Folio Identifiers 315/13129 113/264352 346/263933 141/240331
---

(B) **REGISTERED DEALING**  
 If applicable.

--

(C) **LODGED BY**

L.T.O. Box	Name, Address or DX and Telephone
416Q	DEPARTMENT OF HOUSING DX 5067 - LIVERPOOL
	TW:Awabakal
REFERENCE (max. 15 characters):	

(D) **REGISTERED PROPRIETOR**  
 Of the Land/Registered Dealing:  
 show the full name and address.

... **AWABAKAL LOCAL ABORIGINAL LAND COUNCIL** ...  
 .....  
 P O Box 437  
 HAMILTON NSW Postcode 2303

(E) **CAVEATOR**  
 Show the full name and address.

<b>X</b>	NEW SOUTH WALES LAND AND HOUSING CORPORATION 23-31 Moore Street, Liverpool Postcode 2170
----------	---

(F) **ADDRESS FOR SERVICE OF NOTICES ON THE CAVEATOR**  
 Street address or DX in New South Wales.

... 23-31 Moore Street, Liverpool ...  
 .....  
 DX 5067 Liverpool Postcode

LAND TITLES OFFICE USE ONLY			
Lodged	Checked by	Advice of recording sent to Lodging Party on	Notice pursuant to section 74F(6) Real Property Act 1900
on 12-2-1997	<i>PC</i>	c/s	Prepared by REG-17 on 12-2-1997 Sent:
at 1:12 pm/pcr	<i>M 29</i>	13 FEB 1997	

0794LTO

- (G) The Caveator claims to be entitled to the estate or interest specified in Schedule 1 in the Land/Registered Dealing referred to above by virtue of the instrument/facts set out in that Schedule and prohibits the Registrar General from taking, with respect to the
- (H) Land/Registered Dealing, the action specified in Item No(s) 1, 2, 3, 4, ... of Schedule 2 unless the Caveator has consented in writing or this Caveat has lapsed or been withdrawn.

(I) **SCHEDULE 1**  
 Estate or Interest claimed

Nature of the estate or interest in the Land/Registered Dealing:  
 An equitable charge securing repayment to the Office of Housing Policy of the Government of New South Wales, or any instrumentality that succeeds to its functions, of the amount payable under clause 27(2) of Schedule 1 of the Housing Assistance Act 1990 (Commonwealth) if the registered proprietor disposes of the land or changes its use from rental housing:

by virtue of the instrument referred to below/facts stated below:

Nature of Instrument	Date	Parties
Deed styled "Purpose Agreement for Local Aboriginal Land Councils"	27 March 1995	The Minister for Urban Affairs and Planning and Minister for Housing for and on behalf of the Office of Housing Policy and The Awabakal Local Aboriginal Land Council

(J) **SCHEDULE 2**  
 Action prohibited by this Caveat

1. The recording in the register of any dealing other than a plan affecting the estate or interest claimed by the Caveator and set out in Schedule 1.
2. The registration or recording of any plan other than a delimitation plan\* affecting the estate or interest claimed by the Caveator and set out in Schedule 1.
3. The registration of delimitation plan\* No. ....
4. The granting of any possessory application\*\* with respect to the land referred to above.
5. The recording in the Register of any dealing affecting the estate or interest of which the Caveator is the registered proprietor.

\* A plan defining the boundaries of land in a limited folio of the register (see Part IVB Real Property Act 1900).  
 \*\* An application made by a person claiming title to land by virtue of adverse possession (see Part VIA Real Property Act 1900).

(K)

STATUTORY DECLARATION

**GEOFFREY HOWARTH**

I ..... *23 Moore St Liverpool* ..... solemnly and sincerely declare that

1. To the best of my knowledge, information and belief the Caveator has a good and valid claim to the Estate or Interest set out in Schedule 1;
2. This Caveat does not require the leave of the Supreme Court or the endorsed consent of the registered proprietor/possessory applicant; and
3. This Caveat is certified correct for the purposes of the Real Property Act 1900.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at ..... *Liverpool* ..... on ..... *10th Feb 2014* ..... 1997..... in the presence of

*Paula Butler*  
.....  
Signature of Witness

**PAULA BUTLER**

.....  
Name of Witness (BLOCK LETTERS)

**23-31 Moore St Liverpool 2170**

.....  
Address and Qualification of Witness

*[Signature]*  
.....  
Signature of Caveator/Caveator's Solicitor/Caveator's Agent

SIGNED by me **GEOFFREY HOWARTH** as Delegate of the New South Wales Land and Housing Corporation and I hereby certify that I have no notice of the revocation of such delegation.

.....  
Signature of Caveator/Caveator's Solicitor/Caveator's Agent

(L)

**CONSENT OF REGISTERED PROPRIETOR**  
(section 74F Real Property Act 1900)

I, the Registered Proprietor named above, for the purposes of section 74F(6) of the Real Property Act 1900 only, consent to this Caveat.

.....  
Signature of Registered Proprietor

**INSTRUCTIONS FOR COMPLETION**

**WARNING: care should be exercised in completing a caveat form. An insupportable caveat may be challenged in the Supreme Court; damages may be awarded for lodging a caveat without justification; and penalties could be imposed for a breach of the Oaths Act 1900 and section 117 of the Real Property Act 1900. Furthermore failure to observe the requirements of section 117 of the Real Property Act 1900 and regulations 6B and 6C of the Real Property Act Regulations 1970 may make the caveat invalid.**

1. This caveat must be completed clearly and legibly in permanent, dense, black or dark blue non-copying ink. If using a dot-matrix printer the print must be of letter-quality.
2. Do not use an eraser or correction fluid to make alterations; rule through rejected material. Initial each alteration in the left-hand margin.
3. If the space provided at any point is insufficient you may annex additional pages. These must be the same size as the caveat form; paper quality, colour, etc, should conform to the requirements set out in Land Titles Office Information Bulletin No. 19. The first and last pages must be signed by the person making the Statutory Declaration and the attesting witness.
4. The following instructions relate to the marginal letters on the form,

*continued overleaf*

**DRAFT**

20 April 2026

INFOTRACK PTY LTD  
PO Box 4029  
SYDNEY NSW 2001

Our Ref:184221  
Your Ref:  
35618399:215329  
ABN 81 065 027 868

**PLANNING CERTIFICATE UNDER THE  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

Fee Paid: 177.70  
Receipt No: 14660421  
Receipt Date: 13 April 2026

**DRAFT**  
DESCRIPTION OF LAND

**Address:** 35 Fern Street, ARCADIA VALE NSW 2283  
**Lot Details:** Lot 315 DP 13129  
**Parish:** Awaba  
**County:** Northumberland

For: TONY FARRELL  
CHIEF EXECUTIVE OFFICER

*C. Harland*

**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 (Building Sustainability Index: BASIX) 2004

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

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Primary Production) 2021

Chapter 2 Primary production and rural development

46015306

State Environmental Planning Policy (Resources and Energy) 2021

Chapter 2 Mining, petroleum production and industrial industries

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 2 Coastal management

State Environmental Planning Policy (Industry and Employment) 2021

Chapter 3 Advertising and signage

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapter 4 Koala habitat protection 2021

State Environmental Planning Policy (Planning Systems) 2021

Chapter 2 State and regional 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 (Precincts-Regional) 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-Western Parkland City) 2021

Chapter 2 State significant precincts

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 2 Infrastructure

State Environmental Planning Policy (Planning Systems) 2021

Chapter 4 Concurrences and consents

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 3 Educational establishments and child care facilities

**DRAFT**

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

Chapter 2 State significant precincts

- (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 system

(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:** **DRAFT**  
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:** **DRAFT**  
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 certificate, the term **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 the land **IS NOT**:

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

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**ADVICE PROVIDED IN ACCORDANCE WITH SUBSECTION (5)**

**NOTE: SECTION 10.7(6) OF THE ACT STATES THAT A COUNCIL SHALL NOT INCUR ANY LIABILITY IN RESPECT OF ANY ADVICE PROVIDED IN GOOD FAITH PURSUANT TO SUBSECTION (5).**

**26 Clearing and lopping of trees**

The land is NOT affected by the requirements, under Lake Macquarie Local Environmental Plan 2014 and Lake Macquarie Local Environmental Plan 2004, for the clearing and lopping of trees.

**27 Easements**

The land is NOT affected by a proposed easement in favour of Lake Macquarie City Council.

As to affectation by existing easements, a search of the relevant Title of the land should be undertaken.

**28 Outstanding Notice/Order**

The land is NOT AFFECTED by an outstanding notice/order issued under any of the following Acts:

- Local Government Act, 1993
- Environmental Planning & Assessment Act, 1979
- Swimming Pools Act, 1992
- Biosecurity Act, 2015
- Protection of the Environment Operations Act, 1997

**29 Earthquake**

An earthquake was experienced throughout most of the city area on 28/12/89. Prospective purchasers should make their own enquiries as to whether buildings/structures on the land sustained any structural damage.

**30 Lake Macquarie City Local Strategic Planning Statement**

Council has prepared a strategy to provide direction for future land use planning in the City in collaboration with the community, the Lake Macquarie City Local Strategic Planning Statement (the LSPS). A copy of the LSPS is available from Council.

**31 Voluntary Planning Agreement**

The land is not affected by a Voluntary Planning Agreement.

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**Annexure E – Sewerage Infrastructure and sewer lines location diagrams**

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# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SEWER LOCATION DIAGRAM

Enquiries: 1300 657 657

### APPLICANT'S DETAILS



InfoTrack  
35 FERN  
ARCADIA VALE NSW

APPLICATION NO.: 2805962  
APPLICANT REF: M 35618399  
RATEABLE PREMISE NO.: 5382300835

PROPERTY ADDRESS: 35 FERN ST ARCADIA VALE 2283

LOT/SECTION/DP:SP: 315//DP13129



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: 13/04/2026

Scale at A4: 1:500

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

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

**DRAFT**



AWABAKAL LOCAL ABORIGINAL LAND COUNCIL  
57 JAMES STREET  
HAMILTON NSW 2303

Our reference: 7161685934141  
Phone: **13 28 66**

5 August 2025

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello,

# DRAFT

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

<b>Notice number</b>	2411112429009
<b>Vendor name</b>	AWABAKAL LOCAL ABORIGINAL LAND COUNCIL
<b>Clearance Certificate Period</b>	28 May 2025 to 1 August 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours faithfully,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### Need help?

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### Contact us

In Australia? Phone us on **13 28 66**  
If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

**DRAFT**

INFOTRACK PTY LIMITED  
GPO Box 4029  
SYDNEY NSW 2001

**Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.***

**Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022.***

This information is based on data held by Revenue NSW.

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Land ID	Land address	Taxable land value	Property Tax Status
D13129/315	35 FERN ST ARCADIA VALE 2283	\$345 000	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2026 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

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**DRAFT**

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Yours sincerely,



Phil Minns

Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

**Note:** A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

### When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

### How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date, interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents.

### How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at [www.revenue.nsw.gov.au/taxes/land/clearance](http://www.revenue.nsw.gov.au/taxes/land/clearance).

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

### Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



Phone enquiries  
8:30 am - 5:00 pm, Mon. to Fri.

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Help in community languages is available.

DRAFT