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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	First National Real Estate David Haggarty 454 High Street, Maitland, NSW 2320	Phone: 0408270313 Fax: 4933 1706 Ref: Alexandra Haggarty
co-agent		
vendor		
vendor's solicitor	Greenhills Conveyancing Mitchell House 4, 19 Mitchell Drive, GREENHILLS NSW 2323 PO Box 2097, GREEN HILLS NSW 2323	Phone: 02 4933 3748 Email: chris@greenhillsconveyancing. com.au Fax: 02 4933 9747 Ref: CJ:GR:10356 CJ/JD
date for completion land (address, plan details and title reference)	35th day after the contract date 25 Pearse Crescent, Bolwarra Heights, New South Wales 2320 Registered Plan: Lot 2021 Plan DP 1206680 Folio Identifier 2021/1206680	(clause 15)
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input checked="" 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	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

GST AMOUNT (optional) The price includes GST of: \$
 buyer's agent

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

Choices

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

NO YES

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

NO YES

Manual transaction (clause 30)

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

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

Land tax is adjustable

NO YES

GST: Taxable supply

NO YES

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 38-0

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

Purchaser must make an **GSTRW payment**

NO YES (if yes, vendor must provide details)

(GST residential withholding payment)

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

GSTRW payment (GST residential withholding payment) - details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of GSTRW payment:

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

Amount purchaser must pay - price multiplied by the GSTRW rate (residential withholding rate):

Amount must be paid: AT COMPLETION AT ANOTHER TIME (specify):

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

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

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

SIGNING PAGE

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

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

- (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
- (b) in any other case—the fifth business day after the day on which the contract was made.

—NO COOLING OFF PERIOD—

- (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
- (b) if the property is sold by public auction, or
- (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
- (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.

- 4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

1.1

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

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

3.7	If the purchaser serves a replacement deposit-bond, the vendor must serve the earlier deposit-bond.
3.8	The amount of any deposit-bond does not form part of the price for the purposes of clause 16.5.
3.9	The vendor must give the purchaser any original deposit-bond –
3.10	<p>3.9.1 on completion; or</p> <p>3.9.2 if this contract is rescinded.</p> <p>3.10.1 normally, the vendor can immediately demand payment from the issuer of the deposit-bond; or</p> <p>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 deposit-holder as stakeholder.</p>
3.11	<p>3.11.1 normally, the vendor must give the purchaser any original deposit-bond; or</p> <p>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 deposit-holder as stakeholder.</p>
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.
4.2	and in both cases clause 30 applies.
4.2.1	each party must –
	<ul style="list-style-type: none"> • 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;
4.2.2	if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
4.3	The parties must conduct the electronic transaction –
4.3.1	in accordance with the participation rules and the ECNL; and
4.3.2	using the nominated ELN, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an ELN which can interoperate with the nominated ELN.
4.4	A party must pay the fees and charges payable by that party to the ELN 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 ELN, 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 serving a notice. After the termination -
 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 8.2.3 if the purchaser has been in possession a party can claim for a reasonable adjustment.

9 Purchaser's default
 If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can terminate by serving a notice. After the termination the vendor can -
 9.1 keep or recover the deposit (to a maximum of 10% of the price);
 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause -
 9.2.1 for 12 months after the termination; or
 9.2.2 if the vendor commences proceedings under this clause within 12 months, until those proceedings are concluded; and
 9.3 sue the purchaser either -
 9.3.1 where the vendor has resold the property under a contract made within 12 months after the termination, to recover -
 • the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 • the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser
 The purchaser cannot make a claim or requisition or rescind or terminate in respect of -
 10.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 10.1.1 a service for the property being a joint service or passing through another property, or any service for another property passing through the property ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 10.1.3 a wall being or not being a party wall in any sense of that term or the property being affected by an easement for support or not having the benefit of an easement for support;
 10.1.4 any change in the property due to fair wear and tear before completion;
 10.1.5 a promise, representation or statement about this contract, the property or the title, not set out or referred to in this contract;
 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 10.1.7 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;
 10.1.8 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. 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
 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.
 11.1 If the purchaser complies with a work order, and this contract is rescinded or terminated, the vendor must pay the expense of compliance to the purchaser.

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

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

14	Adjustments 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 <i>adjustment date</i> after which the purchaser will be entitled and liable. The parties must make any necessary adjustment on completion, and -
14.1	14.2.1 the purchaser must provide the vendor with <i>adjustment figures</i> at least 2 <i>business days</i> before the date for completion; and 14.2.2 the vendor must confirm the <i>adjustment figures</i> at least 1 <i>business day</i> before the date for completion.
14.3	If an amount that is adjustable under this contract has been reduced under <i>legislation</i> , the parties must on completion adjust the reduced amount. 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 <i>adjustment date</i> -
14.4	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 and 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. If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the parties must adjust it on a proportional area basis.
14.6	14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the <i>adjustment date</i> , 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 unbillable days up to and including the <i>adjustment date</i> . 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the <i>property</i> 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 Normally, on completion the vendor must cause the legal title to the <i>property</i> (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.
16.1	16.2 The legal title to the <i>property</i> 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.
16.5	16.5.1 On completion the purchaser must pay to the vendor - • deposit paid; • FROGW remittance payable; • GST/RW 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 <i>deposit-bond</i> , at least 1 <i>business day</i> before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the <i>depositholder</i> 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 Normally, the vendor must give the purchaser vacant possession of the <i>property</i> on completion.
17.1	17.1 The vendor does not have to give vacant possession if -
17.2	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 <i>rescind</i> 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 a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
- 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *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 in writing by the parties.

20.17 Each party agrees that electronic signing by a party identifies that party and indicates that party's intention to be bound by this contract.

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a business day, the time is extended to the next business day, except in the case of clauses 2 and 3.2.

21.6 Normally, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to terminate.

23 Strata or community title

23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).

23.2 In this contract –

23.2.1 'change', in relation to a scheme, means –

- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;

23.2.3 'contribution' includes an amount payable under a by-law;

23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;

23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;

23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;

23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;

23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and '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.

23.5 • Adjustments and liability for expenses

23.5.1 The parties must adjust under clause 14.1 –

- a regular periodic contribution;
- a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 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.

23.5.2 23.5.3

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

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

- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within that time* and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within the time* for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.

- 29.8 If the parties cannot lawfully complete without the event happening - if the event does not happen within the time for it to happen, either party can rescind; if the event involves an approval and an application for the approval is refused, either party can rescind; the date for completion becomes the later of the date for completion and 21 days after either party serves notice of the event happening.
- 29.8.3 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.
- 30.2 **Transfer**
Normally, the purchaser must serve the transfer at least 7 days before the date for completion. If any information needed for the transfer is not disclosed in this contract, the vendor must serve it. 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.
- 30.3 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.
- 30.6 **Place for completion**
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.
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or settlement cheque.
- 30.10 Normally, the vendor can direct the purchaser to produce a settlement cheque on completion to pay an amount adjustable under this contract and if so -
30.10.1 the amount is to be treated as if it were paid; and
30.10.2 the cheque must be forwarded to the payee immediately after completion (by the purchaser if the cheque relates only to the property or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 settlement cheques, the vendor must pay \$10 for each extra cheque.
- 30.12 If the purchaser must make a GSTRW payment the purchaser must -
30.12.1 produce on completion a settlement cheque for the GSTRW payment payable to the Deputy Commissioner of Taxation;
30.12.2 forward the settlement cheque to the payee immediately after completion; and
30.12.3 serve evidence of receipt of payment of the GSTRW payment and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an FRCGW remittance, the purchaser must -
30.13.1 produce on completion a settlement cheque for the FRCGW remittance payable to the Deputy Commissioner of Taxation;
30.13.2 forward the settlement cheque to the payee immediately after completion; and
30.13.3 serve evidence of receipt of payment of the FRCGW remittance.
- 31 Foreign Resident Capital Gains Withholding
- 31.1 This clause applies only if -
31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the TA Act; and
31.1.2 a clearance certificate in respect of every vendor is not attached to this contract.
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.
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.

ADDITIONAL CONDITIONS FORMING PART OF CONTRACT FOR THE SALE OF LAND

**Vendor: Annette Trudie Browning
Property: 25 Pearse Crescent, Bolwarra Heights, New South Wales 2320**

1. Notice to Complete
a) Notwithstanding any rule of law or equity to the contrary, it is expressly agreed between the parties that any notice to complete given by one party to the other under this contract shall be sufficient as to time if a period of 14 days from the date of service of the Notice is allowed for completion.
b) If the Vendor becomes entitled to give a Notice to Complete then the Vendor will be entitled to recover from the Purchaser in addition to any other rights and claims as liquidated damages payable as an adjustment on completion the sum of \$150,000 plus GST as conveyancing costs and the parties agree that this sum is a genuine pre-estimate of the conveyancing costs incurred by the Vendor.

2. The Purchaser acknowledges that they accept the property in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 as to which the Purchaser shall not make any requisition, objection or claim for compensation nor be entitled to rescind or terminate this Agreement.

3. The inclusions, furnishings and chattels ("inclusions") listed in this contract are included in the purchase and the purchase price. The Purchaser:
a) Acknowledges that none of the inclusions are new; and
b) Acknowledges that the vendor has not made and does not make any representation or warranty as to the state of repair or condition of the inclusions; and
c) Shall accept the inclusions on the date on which the Purchaser is entitled to possession of the property in the state of repair and condition that the inclusions are now in, subject to reasonable wear and tear between the date of this Contract and the date upon which the Purchaser becomes entitled to possession of the property under this contract.

- d) Title to the inclusion shall pass on completion of this contract and the Vendor shall not be required to give formal delivery of the inclusions to the purchaser. The vendor shall not be responsible for any mechanical breakdown in respect of any of the inclusions or all of them.

4. Subject to Clause 10 hereof, Section 52A(2)(b) of the Conveyancing Act 1919 and to the Regulations thereunder and to the Conveyancing (Sale of Land) Regulation 1995 the purchaser agrees that:
a) the purchaser buys the property relying on the purchaser's own knowledge, inspection and enquires and does not rely on any alleged warranties or representations made by or on behalf of the vendor;
b) any warranties by or on behalf of the vendor, express or implied, as to any purpose for which the property or as to any purchase for which any building which is or may be erected on the property can be used are hereby expressly negatived; and
c) no objection or requisition or claim for compensation shall be made by the purchaser in respect of, nor shall the purchaser be entitled to rescind this contract by reason of any of the following matters:
i. the presence of any sewer, manhole or vent on the property;
ii. any latent or patent defect in the property.

5. Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, should either party (and if more than one person comprises that first party then any one of them) prior to completion:
- a) die or become mentally ill (as defined in the Mental Health Act) or be declared bankrupt (or if a company go into liquidation, then either party may rescind this Contract by notice in writing to the other party's Solicitor or the other party if they are not represented by a solicitor and thereupon this Contract shall be at an end and the provisions of clause 19 shall apply; or
 - b) being a company have a petition for its winding up presented or enter into any scheme of arrangement with its creditors or have a liquidator receiver or official manager of it appointed, then the party shall be in default under this Contract.
6. If the purchaser shall not complete this purchase by the agreed completion date, at a time when the vendor is ready, willing and able to complete on or after that completion date, then the purchaser shall pay to the Vendor on completion in addition to the balance of purchase money, an amount calculated at eight percent (8%) per annum interest on the balance of purchase money, computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which the sale shall be completed. It is further agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings. The vendor shall not be obliged to complete this Contract unless the amount payable under this clause is tendered.
7. The Purchaser warrants that they have not been introduced to the Vendor or the property by any Agent other than the Agent, if any, noted on the front page of the Contract. The Purchaser shall indemnify the vendor in respect of any suit, action, claim or demand made or brought by any commission agent claiming commission arising from any such introduction in breach of this warranty. The clause shall not merge on completion.
8. If the vendor on making this contract agrees to accept a deposit of less than 10% of the purchase price, then notwithstanding any other provision in this Contract, the deposit referred to on the front page will remain at ten per cent (10%) of the purchase price and shall be paid by instalments as follows:-
- a) five per cent (5%) of the purchase price on the making of this Contract in accordance with clauses 2.1 and 2.2 of this Contract;
 - b) five per cent (5%) of the purchase price by bank cheque to the vendor or as the vendor's solicitor shall direct in writing, upon the earlier of:
 - i. the happening of any event which entitles the vendor to forfeit the deposit paid and claim further relief under clause 9. If that occurs the vendor shall, in addition, be entitled to sue the purchaser for this unpaid instalment and recover it as a liquidated debt;
 - ii. the completion date

The purchaser acknowledges that the vendor has agreed to accept the deposit by instalments at the purchaser's request in earnest of the bargain, this Contract and its performance by the purchaser. The purchaser acknowledges it is an essential term of this contract that the vendor be entitled to recover from the purchaser the full ten per cent (10%) deposit should the purchaser's default under this contract be such as to entitle the vendor to forfeit all of the deposit paid or payable by the purchaser.

9. If a survey report of the property is annexed to this Contract, the purchaser acknowledges having inspected the survey and agrees that no objection, requisition or claim for compensation shall be made on any matter referred to in the survey. The Vendor makes no warranty as to the accuracy or correctness of the survey report.

10. Deposit Guarantee Bond

The parties agree that in the event the vendor agrees to accept a deposit bond, it may be accepted provided the deposit bond:

- a) is underwritten by QBE Insurance (Australia) Ltd;
- b) is for an amount equal to the 10% Deposit or the balance of the 10% Deposit in accordance with the Contract;
- c) must be valid for the period of the Contract;
- d) contains the name of the Vendor to whom the guaranteed amount is to be paid on demand;
- e) contains the name of the Purchaser and makes reference to the Contract and the sale of the property;
- f) the Guarantee will be dealt with as if it were a cash deposit under this Contract, and the Vendor is entitled to immediately draw upon the Guarantee in any circumstances where the Vendor is entitled to the deposit; and
- g) at settlement the purchaser must pay to the vendor in addition to all other moneys payable under this contract, the full purchase price (less any deposit held by the agent) and the Vendor will return the original Guarantee to the Purchaser.

11. If the Title of the land is Limited title then;

- a) Clause 25.1.1 is to be amended by deleting the words "limited";
- b) the Vendor is under no obligation to serve an Abstract of Title with respect to Limited title.
- c) the Vendor acknowledges the Purchaser is buying the property based upon the existing occupation. In the event that there is any discrepancy between the existing occupation and the land as depicted in the Deposited Plan annexed to the Contract then the Purchaser shall at their own sole cost and expense cause to be registered with the New South Wales Department of Lands a plan of delimitation.

12. Notwithstanding the provisions of Clauses 6 and 7 of the printed form of Contract, the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of Clauses 7 and 8 of the printed form of Contract, entitling the Vendor to rescind the Contract.

13. The vendor and the purchaser may agree to adjust the water usage charges on the basis of any estimate of water usage charges calculated in accordance with the average daily consumption for the last meter reading period as advised by the relevant water authority and such adjustment shall be final and conclusive and no further adjustment of water usage charges shall take place after completion.

14. If the property is within a Mine Subsidence District then, purchaser may rescind the Contract if the owner of the improvements on the land is not entitled, as at the date of this Contract, to claim compensation from the Mines Subsidence Board in respect of any damage to the land and/or improvements arising from mine subsidence, and written communication from the Mines Subsidence Board to that effect shall be conclusive for the purposes of this Provision.

15. If applicable, the purchaser acknowledges that if there are solar panels installed on the roof of the dwelling constructed on the property being sold, then the parties agree as follows;
- a) Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchaser;
 - b) The purchaser agrees that they will negotiated with the current energy supplier or an energy supplier of their choice with respect to feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and
 - c) The vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.
16. The vendor discloses that Hunter Water Corporation will not provide a Sewer Lines Location Diagram for the subject property and the purchaser cannot make any objection, requisition, claim for compensation, rescind or terminate this contract in respect to such disclosure.
17. The purchaser agrees that they will only be entitled to raise Requisitions on Title in the form annexed to this contract. the vendor will supply answers only based on those Requisitions on Title attached hereto.

REQUISITIONS ON TITLE

Re: Browning Proposed Sale
Property: 25 Pearse Crescent, Bolwarra Heights NSW 2320

TO: Greenhills Conveyancing
FROM:

- Possession & Tenancies**
1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
 2. Is anyone in adverse possession of the property or any part of it?
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
 4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*).
 5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.
 6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
 7. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
 8. When and where may the title documents be inspected?
 9. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.
 10. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
 11. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 12. To what year has a return been made?
 13. What is the taxable value of the property for land tax purposes for the current year?
 14. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
- Adjustments**
10. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
 11. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 12. To what year has a return been made?
 13. What is the taxable value of the property for land tax purposes for the current year?
 14. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.

15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. (a) Have the provisions of the *Local Government Act*, the *Planning and Assessment Act 1979* and their regulations been complied with?
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(e) In respect of any residential building work carried out in the last 7 years:
(i) please identify the building work carried out;
(ii) when was the building work completed;
(iii) please state the builder's name and licence number;
(iv) please provide details of insurance under the *Home Building Act 1989*.
17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
18. If a swimming pool is included in the property:
(a) when did construction of the swimming pool commence?
(b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
(c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details;
(d) are there any outstanding notices or orders?
19. (a) To whom do the boundary fences belong?
(b) Are there any party walls?
(c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
(d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
(e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract.
21. Is the vendor aware of:
(a) any road, drain, sewer or storm water channel which intersects or runs through the land?
(b) any dedication to or use by the public of any right of way or other easement over any part of the land?
(c) any latent defects in the property?
22. Has the vendor any notice or knowledge that the property is affected by the Following:
(a) any resumption or acquisition or proposed resumption or acquisition?
(b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.

(c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?

(d) any sum due to any local or public authority? If so, it must be paid prior to completion.

(e) any realignment or proposed realignment of any road adjoining the property?

(f) any contamination?

(a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?

(b) If so, do any of the connections for such services pass through any adjoining land?

(c) Do any service connections for any other property pass through the property?

(d) Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

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

Requisitions & Transfer

26. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.

27. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.

28. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

29. The purchaser reserves the right to make further requisitions prior to completion.

30. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

Septic sewerage disposal

31. Is there a separate sewerage disposal system on the property? If so, please supply evidence of registration of it with the local Council (required as of 30 June, 1999). If there is no septic disposal system and there is a house on the property, please supply details of the effluent disposal system used and evidence of registration with the local Council.



**LAND
REGISTRY
SERVICES**

Title Search

Information Provided Through
triSearch (Website)
Ph. 1300 064 452 Fax.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2021/1206680

SEARCH DATE	TIME	EDITION NO	DATE
24/10/2022	8:47 AM	2	8/9/2018

LAND

LOT 2021 IN DEPOSITED PLAN 1206680
AT BOLWARRA HEIGHTS
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF MIDDLEHOPE COUNTY OF DURHAM
TITLE DIAGRAM DP1206680

FIRST SCHEDULE

ANNETTE TRUDIE BROWNING

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1188051 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S. 88 INSTRUMENT
- 3 AI522143 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

10356 Browning

PRINTED ON 24/10/2022

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

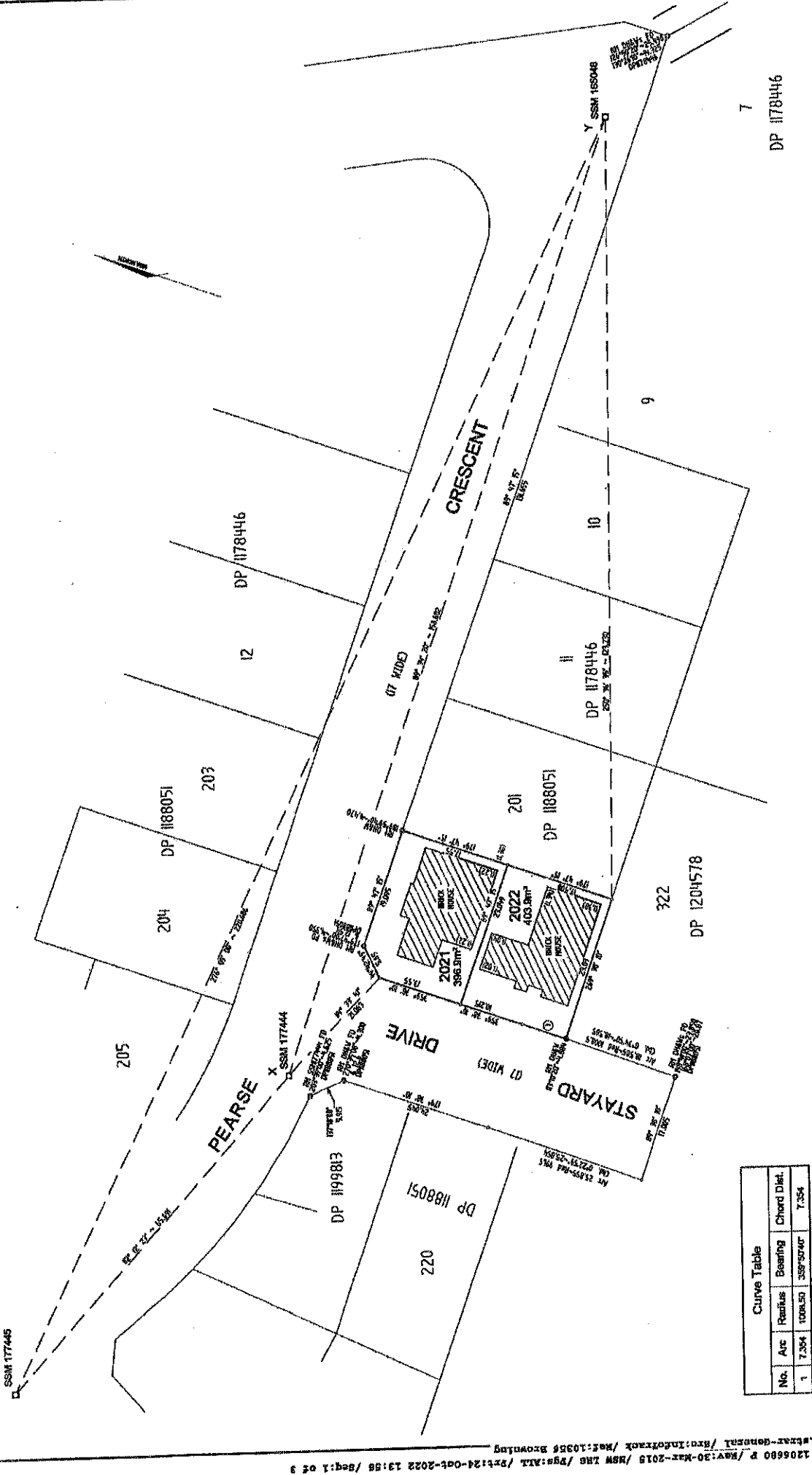
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SSM 117444

SURVEYING & SPATIAL INFORMATION REGULATION 2012
 CLAUSE 6(2) ZONE 56 I.G.A. CO-ORDINATES

MARK	EASTING	NORTHING	CLASS	GROUP
SS 155048	882253	6582188	U	U
SS 177444	882384	6582187	U	U
SS 177445	882524	6582211	U	U

SOURCE: I.G.A. CO-ORDINATES ADOPTED FROM N.S.P.
 LAND & INFORMATION CENTRE DATED 4/1/2014



Curve Table

No.	Arc	Radius	Bearing	Chord Dist.
1	7.354	1000.00	359°50'40"	7.354

Surveyor: Gregory John Smith
 Date of Survey: 4/11/2014
 Surveyors Ref: 31954 policy 3

PLAN OF SUBDIVISION OF LOT 202 DP 1188051

LSA: MATLAND
 Locality: BOLWARRA HEIGHTS
 Subdivision No: 141745
 LENGTHS ARE IN METRES. REDUCTION RATIO 1:500

Registered
 30.3.2016

DP 1206680




01/16
ePlan

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Registered:  30.3.2015 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only <p style="text-align: center; font-size: 24pt; font-weight: bold;">DP1206680</p> Office Use Only
PLAN OF SUBDIVISION OF LOT 202 DP 1188051	LGA: MAITLAND Locality: BOLWARRA HEIGHTS Parish: MIDDLEHOPE County: DURHAM
<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	Survey Certificate I, GREGORY JOHN SMITH of Daly.Smith PTY LTD PO BOX 204 MORISSET 2264 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 4/11/2014 *(b) The part of the land shown in the plan ("being" excluding ^.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> .
Subdivision Certificate I, Stephen Punch *Authorised Person/ General Manager / Accredited Certifier , certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road/ reserve set out herein. Signature:  Accreditation number: <p>Consent Authority: Maitland City Council Date of endorsement: 9.2.15 Subdivision Certificate number: 140745 File number: DA14 0745</p> <p>*Strike through if Inapplicable.</p>	Signature:  Dated: 9/3/15 Surveyor ID: 2001 Datum Line: X-Y Type: *Urban The terrain is *Level-Undulating *Strike through if Inapplicable. *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p>	Plans used in the preparation of survey DP 1188051 DP 1178446 If space is insufficient continue on PLAN FORM 6A
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference: 31854 POLICY 3

Plan

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Office Use Only

Office Use Only

Registered:



30.3.2015

PLAN OF SUBDIVISION OF LOT 202 DP 1188051

DP1206680

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 140745

Date of Endorsement: 9.2.15

Lot	Street Number	Street name	Street type	Locality
2021	26	PEARSE	CRESCENT	BOLWARRA HEIGHTS
2022	72	STAYARD	DRIVE	BOLWARRA HEIGHTS

X *A. Browning*
 ANNETTE ERDIE BROWNING

signed for and on behalf of
 WESTPAC BANKING CORPORATION
 ABN 33 007 457 141
 by its Attorney:

Elizabeth Ann Barnes

Elizabeth Ann Barnes
 Tier Three Attorney
 The Mortgage Centre

Power of Attorney registered at Land
 and Property Information NSW
 Book 4299 No. 332

I certify that the applicant, with whom I
 am personally acquainted or as to whose
 identity I am otherwise satisfied, signed
 this application in my presence.

Angela Maria Daw

Signature of Witness:

Name of Witness:

45 Pierson Street
 1500 738 895
 45 Pierson Street
 1500 738 895
 45 Pierson Street
 1500 738 895

If space is insufficient use additional annexure sheet

Surveyor's Reference: 31845 POLICY 3

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

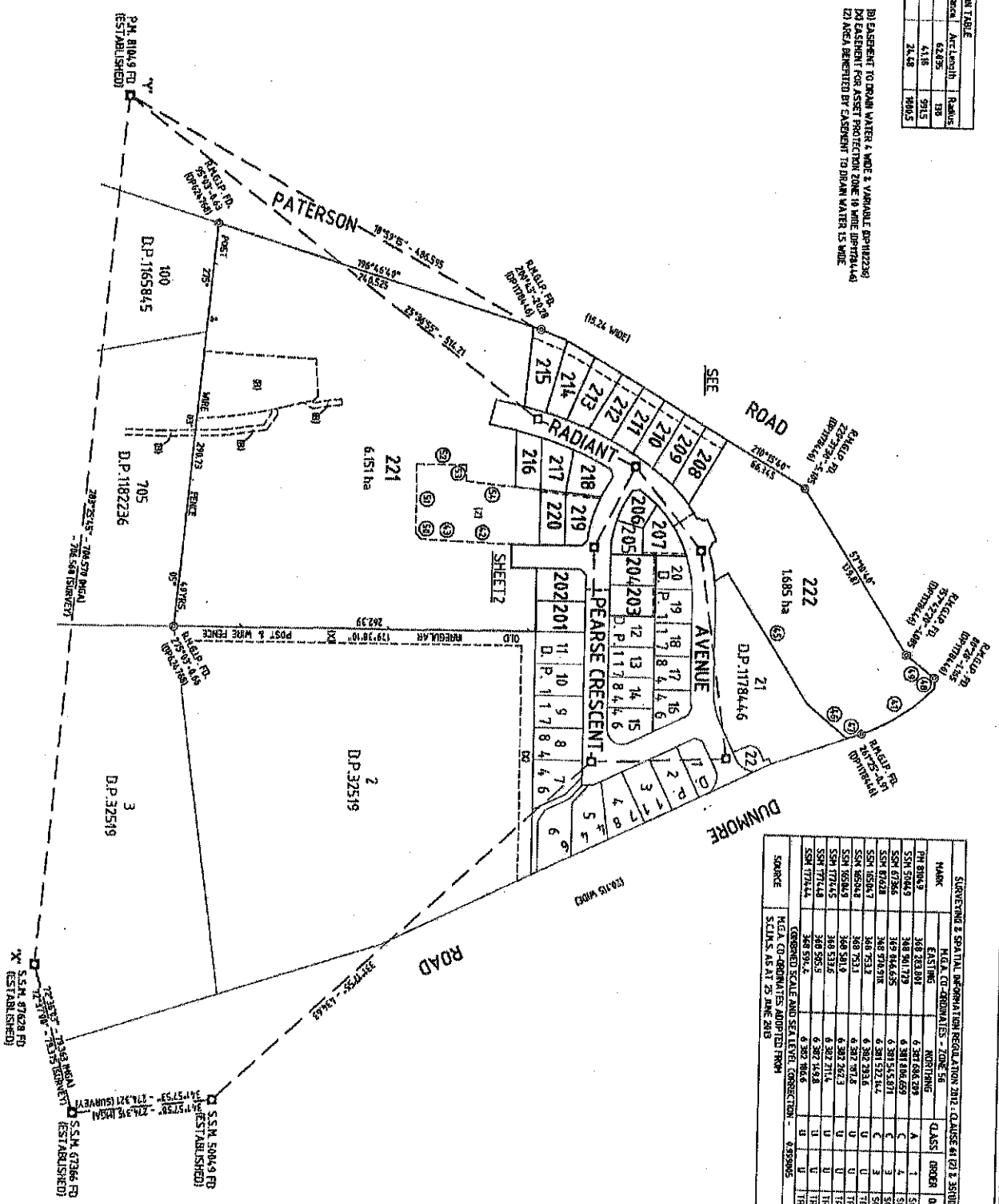
ARC ANNOTATION TABLE

Number	Order	Start	End	Radius
41	326°22'35"	62.225	62.495	18
42	327°19'35"	61.8	61.8	9913
43	287°34'35"	24.48	24.48	1800.5

SHORT LINE TABLE

Number	Bearing	Distance
45	121°19'46"	180
46	307°44'55"	17.265
47	320°17'25"	10.01
48	285°12'25"	4.92
49	38°58'14"	25.638
50	225°47'59"	5.735
51	248°58'18"	43.324
52	309°38'18"	38
53	87°38'18"	11.765
54	183°24'59"	34.885

(B) EASEMENT TO DRAIN WATER & WIND & VARIABLE (QUANTIFIED)
 (C) EASEMENT FOR ASSET PROTECTION ZONE 18 METER (INTERNAL)
 (D) AREA BENEFITED BY EASEMENT TO DRAIN WATER 15 METER



SURVEYING & SPATIAL INFORMATION REGULATION 2010 - CLAUSE 61 (2) E 3 (2010)

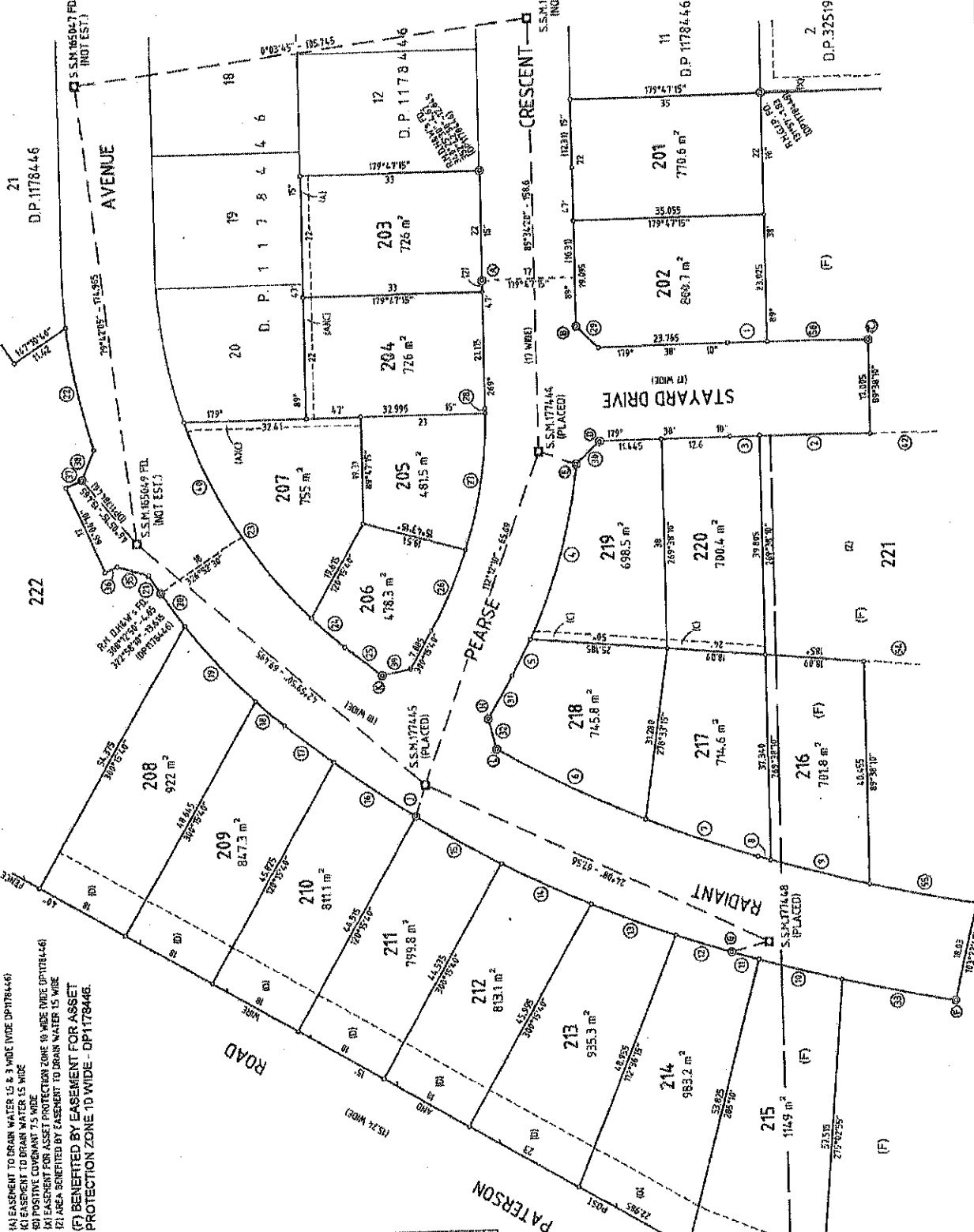
MARK	NGA CO-ORDINATES - ZONE 58	ADJUSTING	CLASS	ORDER	ORIGIN	METHOD
PH 80442	348 283 801	4 281 086 029	A	1	SCONS	-
SSM 50649	349 901 129	4 281 086 029	C	3	SCONS	-
SSM 47366	349 946 425	4 281 086 029	C	3	SCONS	-
SSM 67628	348 076 578	4 281 086 029	C	3	SCONS	-
SSM 65947	348 753 1	4 281 086 029	C	3	SCONS	-
SSM 65949	348 753 1	4 281 086 029	C	3	SCONS	-
SSM 177445	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177446	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177447	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177448	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177449	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177450	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177451	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177452	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177453	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177454	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177455	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177456	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177457	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177458	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177459	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177460	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177461	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177462	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177463	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177464	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177465	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177466	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177467	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177468	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177469	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177470	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177471	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177472	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177473	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177474	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177475	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177476	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177477	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177478	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177479	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177480	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177481	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177482	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177483	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177484	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177485	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177486	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177487	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177488	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177489	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177490	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177491	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177492	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177493	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177494	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177495	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177496	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177497	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177498	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177499	348 533 6	4 281 086 029	C	3	SCONS	-
SSM 177500	348 533 6	4 281 086 029	C	3	SCONS	-

Surveyor: M&W L&S
 Date of Survey: 20TH DEC 2013
 Surveyor's Address: 1088
 PLAN OF SUBDIVISION OF LOT 23 DP 1178446 & LOT 9 DP 32519
 1564 MATILAND
 Locality: BOWBARRA HEIGHTS
 Subdivision No: 092508
 Lengths are in metres. Indication Date: 13/08/2013
 Registered: 13.8.2013
 DP1188051

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN FORM 2 (A2)

DP1188051



(A) EASEMENT TO DRAIN WATER 1.5 & 3 WIDE (VDE DP1178446)
 (B) EASEMENT TO DRAIN WATER 1.5 WIDE
 (C) POSITIVE COVENANT 7.5 WIDE
 (D) EASEMENT FOR ASSET PROTECTION ZONE 10 WIDE (VDE DP1178446)
 (E) EASEMENT FOR ASSET PROTECTION ZONE 10 WIDE
 (F) AREA IDENTIFIED BY EASEMENT TO DRAIN WATER 1.5 WIDE
 (G) PROTECTION ZONE 10 WIDE - DP1178446

Number	Chain Bearing	Chain Distance	ARC LENGTH	Radius
1	S 59°52'14"	7.353	1.335	100.0
2	S 88°37'33"	24.455	4.915	100.0
3	S 39°47'38"	5.4	0.915	100.0
4	S 05°59'53"	32.81	6.471	100.0
5	S 18°10'53"	7.41	1.456	100.0
6	S 204°36'25"	30.2	6.022	100.0
7	S 09°42'40"	21.835	4.367	100.0
8	S 194°48'17"	24.655	4.915	100.0
9	S 144°58'15"	18.585	3.716	100.0
10	S 144°58'15"	5.3	1.061	100.0
11	S 98°33'40"	5.31	1.061	100.0
12	S 08°16'	10.655	2.122	100.0
13	S 201°33'25"	16.67	3.334	100.0
14	S 265°44'55"	18.555	3.716	100.0
15	S 207°04'15"	18	3.6	100.0
16	S 124°25'10"	11.3	2.261	100.0
17	S 21°57'10"	11.3	2.261	100.0
18	S 21°58'	5.925	1.185	100.0
19	S 221°55'20"	18.815	3.783	100.0
20	S 25°30'45"	7.415	1.456	100.0
21	S 231°47'40"	3.805	0.761	100.0
22	S 258°13'05"	22.76	4.552	100.0
23	S 237°58'45"	62.015	12.405	100.0
24	S 221°52'30"	8.16	1.632	100.0
25	S 218°11'55"	8.635	1.727	100.0
26	S 10°27'30"	75.025	15.005	100.0
27	S 99°30'30"	0.885	0.177	100.0
28	S 99°30'30"	21.25	4.25	100.0
29	S 191°51'45"	12.35	2.47	100.0
30	S 244°08'55"	128.35	25.67	100.0
31	S 187°19'15"	4.18	0.836	100.0
32	S 174°08'25"	20	4	100.0
33	S 187°34'55"	18.205	3.641	100.0

Number	Bearing	Distance
28	S 24°32'40"	5.65
29	S 17°18'	5.815
30	S 107°55'40"	8.82
31	S 107°55'40"	5.995
32	S 257°59'45"	5.995
33	S 187°44'10"	5.97
34	S 191°51'45"	5.95
35	S 195°58'40"	2.435
36	S 155°58'40"	3.23
37	S 155°58'40"	5.895
38	S 129°27'25"	5.34
39	S 340°24'05"	5.34
54	S 185°24'50"	16.105

Ref	Mark	Bearing	Distance	Chain					
A	ANGLE P 4 P.D.	87°38'	2.505	DP1178446					
B	RADI ALAWS	179°47'	4.35 ± 12.54	PLACED					
C	RADI ALAWS	168°07'	20.87	PLACED					
D	RADI ALAWS	148°43'	23.85	PLACED					
E	RADI ALAWS	210°35'	4.3 ± 10.5	PLACED					
F	RADI ALAWS	203°39'	4.235	PLACED					
G	RADI ALAWS	203°41'	21.565	PLACED					
H	RADI ALAWS	224°56'	24.815	PLACED					
I	RADI ALAWS	286°58'	4.5 ± 13.6	PLACED					
J	RADI ALAWS	334°04'	6.595	PLACED					
K	RADI ALAWS	218°49'	4.45 ± 12.95	PLACED					
L	RADI ALAWS	272°42'	4.525	PLACED					
M	RADI ALAWS	272°42'	4.38 ± 12.57	PLACED					
N	RADI ALAWS	169°38'	4.3 ± 12.05	PLACED					
10	230	130	140	150	160	170	180	190	200

DP1188051

Registered 13.8.2013

MAITLAND BOLWARRA HEIGHTS

Local Authority: Maitland Council

Subdivision No: 925588

Lengths are in metres. Reduction Rate: 50%

PLAN OF SUBDIVISION OF LOT 23 D.P. 1178446 & LOT 9 D.P. 32519


Surveyor: NIEL ODESS

Date of Survey: 20TH JUNE 2013

Surveyor's Reference: 13013

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Registered:  13.8.2013 Office Use Only
 Title System: TORRENS
 Purpose: SUBDIVISION

Office Use Only

DP1188051

**PLAN OF SUBDIVISION OF LOT 23
 D.P.1178446 & LOT 9 D.P.32519**

LGA: MAITLAND
 Locality: BOLWARRA HEIGHTS
 Parish: MIDDLEHOPE
 County: DURHAM

Crown Lands NSW/Western Lands Office Approval

I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature:
 Date:
 File Number:
 Office:

Survey Certificate

NIGEL DELFS

I, of Delfs Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 26th June 2013

~~*(b) The part of the land shown in the plan (being excluding A.....)~~

~~was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.~~

*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2012*.

Signature:  Dated: 16/7/13

Surveyor ID: 1232

Datum Line: 'X' - 'Y'

Type: *Urban/ *Rural

The terrain is *Level - Undulating / *Steep - Mountainous

* Strike through if inapplicable

^ Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Subdivision Certificate
Stephen Punch

I, *Authorised Person/ *General Manager/ *Accredited Certifier, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: 

~~Accreditation number:~~

Consent Authority: Maitland City Council

Date of endorsement: 22.7.13

Subdivision Certificate number: 092588

File number: DA09 2588

*Strike through if inapplicable

Statements of intention to dedicate public roads, public reserves and drainage reserves

IT IS INTENDED TO DEDICATE STAYARD DRIVE & THE EXTENSION OF RADIANT AVENUE & PEARSE CRESCENT TO THE PUBLIC AS PUBLIC ROAD.

Plans used in the preparation of survey/compilation

D.P.1178446
 D.P.1182236
 D.P.32519

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Surveyor's Reference: 13004

WARNING : Creasing or folding will lead to reflection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET


Sheet 2 of 3 sheet(s)

Office Use Only

DP1188051

This sheet is for the provision of the following information as required:
 • A schedule of lots and addresses See 60(c) SSI Regulation 2012
 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 • Signatures and seals see 195D Conveyancing Act 1919
 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PLAN OF SUBDIVISION OF LOT 23
 D.P. 1178446 & LOT 9 D.P. 32519

Registered

 13.8.2013
 Office Use Only

Subdivision Certificate number : 092588
 Date of Endorsement : 22.7.13

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (C)
2. POSITIVE COVENANT 7.5 WIDE (D)
3. RESTRICTION AS TO USER
4. RESTRICTION AS TO USER

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
201	23	PEARSE	CRESCENT	BOLWARRA HEIGHTS
202	25	PEARSE	CRESCENT	BOLWARRA HEIGHTS
203	12	PEARSE	CRESCENT	BOLWARRA HEIGHTS
204	14	PEARSE	CRESCENT	BOLWARRA HEIGHTS
205	16	PEARSE	CRESCENT	BOLWARRA HEIGHTS
206	18	PEARSE	CRESCENT	BOLWARRA HEIGHTS
207	62	RADIANT	AVENUE	BOLWARRA HEIGHTS
208	79	RADIANT	AVENUE	BOLWARRA HEIGHTS
209	77	RADIANT	AVENUE	BOLWARRA HEIGHTS
210	75	RADIANT	AVENUE	BOLWARRA HEIGHTS
211	73	RADIANT	AVENUE	BOLWARRA HEIGHTS
212	71	RADIANT	AVENUE	BOLWARRA HEIGHTS
213	69	RADIANT	AVENUE	BOLWARRA HEIGHTS
214	67	RADIANT	AVENUE	BOLWARRA HEIGHTS
215	65	RADIANT	AVENUE	BOLWARRA HEIGHTS
216	54	RADIANT	AVENUE	BOLWARRA HEIGHTS
217	56	RADIANT	AVENUE	BOLWARRA HEIGHTS
218	58	RADIANT	AVENUE	BOLWARRA HEIGHTS
219	27	PEARSE	CRESCENT	BOLWARRA HEIGHTS
220	63	STAYARD	DRIVE	BOLWARRA HEIGHTS
221	52	RADIANT	AVENUE	BOLWARRA HEIGHTS

If space is insufficient use additional annexure sheet

Surveyor's Reference: 13004

PLAN FORM 6A (2012)

WARNING : Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered



13.8.2013

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 23
D.P.1178446 & LOT 9 D.P.32519

DP1188051

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses See 60(c) SSI Regulation 2012
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number : 092588

Date of Endorsement : 22.7.13

EXECUTED BY LARGS HOLDINGS PTY LIMITED A.C.N. 118 291 026 BY


DIRECTOR
BRADLEY STEWART EVERETT


DIRECTOR
MICHAEL JOHN O'SULLIVAN

AUSTRALIAN AND NEW ZEALAND BANKING GROUP LIMITED (ANZ) A.C.N. 005 357 522

Executed for and on behalf of
Australia and New Zealand Banking Group Limited)
ABN 11 006 357 522)
under Power of Attorney dated 18th November 2002)
and registered in New South Wales)
Book: 4376 Folio: 410 by)

JOHN LESLIE BRYANT

.....
who certifies that he/she is a
Senior Manager / Manager
and that he/she has not received
notice of revocation of that Power.


Signature of Attorney

In the presence of


Signature of Witness

GAIL BELL

.....
Print name of Witness
18/242 Pitt Street
SYDNEY NSW 2000
Address of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 13004

ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

LENGTHS ARE IN METRES

Plan: **DP1188051**

Full name and address of Proprietors of Land:

Largs Holdings Pty Limited
 (A.C.N. 118 291 026)
 373 High Street, Maitland, 2320

Full Name and Address of Mortgagee of Land:

ANZ Banking Group Limited
 (A.C.N. 005 357 522)
 490 King Street, Newcastle West 2302

(Sheet 1 of 5 Sheets)

Subdivision of Lot 23 DP1 178446
 and Lot 9 DP 32519 covered by
 Subdivision Certificate No: 0925988

1. Terms of the easement, profit a prendre, restriction, or positive covenant secondly referred to in the abovementioned plan.
- The proprietor for the time being of any lot burdened shall at all times maintain a landscaped area in the nature of trees and shrubs as approved in accordance with the Largs Urban Release Area Plan.

PART 2

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefitted lot(s), road(s), bodies or Authorities:
1	Easement to Drain Water 1.5 wide (C)	204 207 219 220	203 203, 204 and 205 220 and Part of 221 designated (Z) Part of 221 designated (Z)
2	Positive Covenant 7.5 wide	Part of Lots 208 to 215 inclusive designated (D)	Maitland City Council
3	Restriction as to User	All Lots except Lot 221 and 222	Every Other Lot except Lot 221 & 222
4	Restriction as to User	Lots 208 to 215 inclusive	Maitland City Council

PART 1 (CREATION)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT, 1919**

LENGTHS ARE IN METRES

(Sheet 2 of 5 Sheets)

Plan: **DP1188051**

Subdivision of Lot 23 DP1178446
and Lot 9 DP 32519 covered by
Subdivision Certificate No: **092589**

2. Terms of the easement, profit a prendre, restriction, or positive covenant thirdly referred to in the abovementioned plan.

Dwelling houses

- 2.1 No dwelling house may be erected or permitted to remain erected on any lot burdened having a total internal floor area of less than 150 m² exclusive of car accommodation, external landings and patios.
- 2.2 No dwelling house shall be erected or permitted to remain erected on a lot burdened with external walls of other than face brick, brick veneer, stone, glass or concrete treated with painted texture render.
- 2.3 No dwelling house shall be erected or permitted to remain erected on any lot burdened having a roof of other than tiles (terracotta or cement) or non-reflective Colorbond. Untreated zincalume is prohibited.
- 2.4 Not more than one main residential dwelling shall be erected on any lot burdened provided that dual occupancy of a residential dwelling on a lot burdened may be permitted provided:-
- (a) The dual occupancy is an attached dual occupancy;
 - (b) Each part of the dual occupancy has an internal floor area of not less than 120 m² exclusive of car accommodation, external landings and patios;
 - (c) The building otherwise complies with the covenants herein.
- 2.5 No existing dwelling house or relocatable type dwelling shall be partially or wholly moved to, placed on, re-erected or permitted to remain on any lot burdened.

Ancillary buildings

- 2.6 No ancillary building, not being the main dwelling house, shall be erected or permitted to remain on a lot burdened unless:-
- (a) It is situate no closer to the street frontage than the dwelling house;
 - (b) It has external walls constructed of materials permitted for the external walls of the dwelling house;
 - (c) It has a roof constructed of materials permitted for the dwelling house;
 - (d) It has an internal floor area of less than 30m²;
- (An ancillary building does not include lawn lockers, pergolas, greenhouses, cubby houses or other utility type structures.)

ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

(Sheet 3 of 5 Sheets)

Subdivision of Lot 23 DP1178446
 and Lot 9 DP 32519 covered by
 Subdivision Certificate No: 092588

Plan: DP1188051

LENGTHS ARE IN METRES

Fencing of common boundaries

2.7 No fence shall be erected or permitted to remain on the boundary of a lot burdened if the same:-

- (a) Is erected on the front boundary;
- (b) Is erected between the building line, as fixed by the Maitland City Council, and any adjoining public road that exceeds 1,200 mm in height or is constructed of materials other than hardwood, stone or the same brick as the dwelling house on the adjoining lot sharing the common boundary. This restriction shall not prevent or preclude the fencing of boundaries of a lot common with a pathway or public reserve up to 1,800 mm in height;
- (c) Is constructed on a boundary behind the building line as fixed by the Maitland City Council that exceeds 1,800 mm in height or is constructed of materials other than Corbond, hardwood, stone, brushwood or the same brick as any dwelling house on a lot sharing the common boundary;

2.8 No fence shall be erected on a lot burdened unless it is erected without expense to Largs Holdings Pty Limited, its successors and permitted assigns other than Purchasers on sale.

Prohibited activities

- 2.9 No obnoxious, noisy or offensive occupation, trade or business shall be conducted or carried on on any lot burdened.
- 2.10 No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other building may be used at any time as residential accommodation on the lot burdened.
- 2.11 No temporary structure, caravan, camper or detached ancillary building may be permitted to remain erected on a lot burdened prior to the issue of an Occupation Certificate for the dwelling house erected on the lot burdened.
- 2.12 No motor truck, lorry or semi-trailer with a load carrying capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened unless the same is being used in connection with the erection of a dwelling on the relevant lot burdened and only prior to occupation of the dwelling.

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT, 1919**

LENGTHS ARE IN METRES

(Sheet 4 of 5 Sheets)

Plan: **DP1188051**

Subdivision of Lot 23 DP1178446
and Lot 9 DP 32519 covered by
Subdivision Certificate No: **092588**

- 2.13 No boat, trailer, caravan, camper or other vehicle intended to be towed may be placed, parked, stored or permitted to remain on the lot burdened unless same is located behind the dwelling house erected on the lot burdened.
- 2.14 No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one year from the date of transfer by Largs Holdings Pty Ltd without the prior written consent of Largs Holdings Pty Ltd.

Acknowledgment of Covenants

- 2.15 The proprietor of a burdened lot acknowledges that prior to purchasing the subject lot they have made their own inquiries about the nature and effect of these covenants.
- 2.16 The proprietor of a burdened lot acknowledges that the burden of the covenants in this instrument run with the lot for the benefit of each other proprietor of a lot in a subdivision, excluding land which is not residential, and shall be enforceable against the proprietor of each and every lot from time to time so burdened.
- 2.17 The proprietor of each lot acknowledges that the covenants are separate from each other and if any covenant is declared invalid or unenforceable then the remaining restrictive covenants will not be affected and each remaining covenant will be valid and enforceable to the full extent permitted by law.

Any release, variation or modification of these restrictions will be made and done in all respects at the cost and expense of the person or persons requesting same.

The name of the person having the power to release, vary or modify this Restriction as to User is Largs Holdings Pty Limited and if Largs Holdings Pty Limited no longer exist or is not the registered proprietor of the land comprised in the plan of subdivision then the person or persons for the time being the registered proprietor of land in the plan of subdivision within 50 metres of the lot burdened shall be empowered to release or vary the restriction.

3. Terms of the easement, profit a prendre, restriction, or positive covenant fourthly referred to in the abovementioned plan.

- 3.1 No direct vehicle access to or from Paterson Road to any lot burdened is permitted without the consent of Maitland City Council.
- 3.2 No boundary fencing shall be constructed on the Paterson Road boundary of any lot burdened unless that fencing is post and wire or timber rail construction.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

(Sheet 5 of 5 Sheets)

Subdivision of Lot 23 DP1178446
 and Lot 9 DP 32519 covered by
 Subdivision Certificate No: 092588

LENGTHS ARE IN METRES
 Plan: DP1188051

EXECUTED by LARGS HOLDINGS
 PTY LIMITED (A.C.N. 118 291 026)
 in accordance with Section 127 of the
 Corporations Act
 Director
 BRADLEY STEWART EVERETT

Director
 MICHAEL JOHN O'SULLIVAN

ANZ Banking Group limited

[Signature]
 PRINCIPAL LAWYER
 MAITLAND CITY COUNCIL

Executed for and on behalf of
 Australia and New Zealand Banking Group Limited
 ABN 11 005 357 522
 under Power of Attorney dated 18th November 2002
 and registered in New South Wales
 Book: 4376 Folio: 410 by

JOHN LESLIE BRYANT
 who certifies that he/she is a
 Senior Manager / Manager
 and that he/she has not received
 notice of revocation of that Power.

[Signature]
 Signature of Attorney
 in the presence of
 Signature of Witness
 JAIL BELL
 Plant name of Witness
 18/242 Pitt Street
 SYDNEY NSW 2000
 Address of Witness



Certificate No.: PC/2022/3217
Certificate Date: 24/10/2022
Fee Paid: \$62.00
Receipt No.: 1417209
Your Reference: 10356 Browning

SECTION 10.7 PLANNING CERTIFICATE
Environmental Planning and Assessment Act, 1979 as amended

APPLICANT:	Infotrack ecertificates@Infotrack.com.au
PROPERTY DESCRIPTION:	25 Pearse Crescent BOLWARRA HEIGHTS NSW 2320
PARCEL NUMBER:	62065
LEGAL DESCRIPTION:	Lot 2021 DP 1206680

IMPORTANT: Please read this Certificate carefully.

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

All information provided is correct as at the date of issue of this Certificate. However, it is possible for changes to occur at any time after the issue of this Certificate.

For more information on the Planning Certificate please contact our Customer Experience team on 4934 9700.

SECTION 10.7(2)

The following matters relate to the land, as required by section 10.7(2) of the *Environmental Planning and Assessment Act (1979)* ("the Act") and clause 284 and Schedule 2 of the *Environmental Planning and Assessment Regulation 2021*.

ITEM 1 - Names of relevant planning instruments and development control plans

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

State Environmental Planning Policies

The Minister for Planning has notified that the following State Environmental Planning Policies (SEPPs) shall be specified on Certificates under Section 10.7 of the *Environmental Planning and Assessment Act, 1979*.

The land is affected by the following State Environmental Planning Policies:

- SEPP (Biodiversity and Conservation) 2021
- SEPP (Industry and Employment) 2021
- SEPP (Primary Production) 2021
- SEPP (Planning Systems) 2021
- SEPP (Housing) 2021
- SEPP Building Sustainability Index: BASIX 2004
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Resources and Energy) 2021
- SEPP (Transport and Infrastructure) 2021
- SEPP (Resilience and Hazards) 2021

Local Environmental Plan (LEP)

Maitland LEP 2011, published 16 December 2011, applies to the land.

Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

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

Planning Proposal for a Local Environmental Plan

No draft local Environmental Plans that have been on public exhibition under the Act are applicable to the land.

Detailed information on draft environmental planning instruments is available at the NSW Department of Planning and Environment Current LEP Proposals website;

285 - 287 High Street
Maitland NSW 2320

f 02 4933 3209

info@maitland.nsw.gov.au
maitland.nsw.gov.au

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or Maitland City Council's website.

Draft Development Control Plans

No draft Development Control Plan(s) that have been on public exhibition under the Act are applicable to the land.

Draft State Environmental Planning Policies

No draft State Environmental Planning Policy(s) applying to the land is, or has been publicised the subject of community consultation or on public exhibition under the Act.

ITEM 2 – Zoning and land use under relevant planning instruments

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

Zone and Land Use Table from Local Environmental Plan

R1 General Residential

a) Purpose/Objective

- To provide for the housing needs of the community
- To provide for a variety of housing types and densities
- To enable other land uses that provide facilities or services to meet the day to day needs of residents

b) Permitted with Consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Group homes; Home-based child care; Home industries; Hostels; Hotel or motel accommodation; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Serviced apartments; Shop top housing; Tank-based aquaculture; Any other development not specified in Item 2 or 4

c) Permitted without Consent

Home occupations

d) Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial

retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies.

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

Note: On 1 December 2022, Business and Industrial zones will be replaced by the new Employment zones under the Standard Instrument (Local Environmental Plans) Order 2006. The Department of Planning and Environment is currently exhibiting details of how each Local Environmental Plan that includes a current Business or Industrial zone will be amended to use the new Employment zones. The Explanation of Intended Effect (EIE) and a searchable web tool that displays the current and proposed zone for land covered in this public exhibition is available on the Planning Portal.

Additional permitted uses

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

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

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

For the land zoned R1 General Residential the Maitland LEP 2011 does not contain a development standard specifying the land dimensions required to permit the erection of a dwelling house on the land.

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

The land IS NOT identified in an area of outstanding biodiversity value under the Biodiversity Conservation Act.

Is the land within a conservation area, however described?

The land IS NOT in a Heritage Conservation Area.

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

The land does NOT contain an item of Environmental Heritage.

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

ITEM 3 – Contribution plans

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

- Maitland S94A Levy Contributions Plan 2006
- Maitland City Wide Section 94 Contributions Plan 2016
- Maitland S94 Contributions Plan (City Wide) 2006

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

The land IS NOT in a special contributions area.

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

ITEM 4 – Complying Development

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

Complying development under the **Housing Code** may be carried out on the land.

Complying development under the **Low Rise Medium Density Housing Code** may be carried out on the land. Complying development under the **Greenfield Housing Code** may be carried out on the land, but only if the land is identified on the *Greenfield Housing Code Area Map* issued by the NSW Department of Planning and Environment.

Complying development under the **Rural Housing Code** may not be carried out on the land as it is not within an applicable zone.

Complying development under the **Housing Alterations Code** may be carried out on the land.

Complying development under the **General Development Code** may be carried out on the land.

Complying development under the **Commercial and Industrial Alterations Code** may be carried out on the land.

Complying development under the **Commercial and Industrial (New Buildings**

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02 4933 3209

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and Additions) Code may not be carried out on the land as it is not within an applicable zone.

Complying development under the **Subdivisions Code** may be carried out on the land.

Complying development under the **Demolition Code** may be carried out on the land.

Complying development under the **Fire Safety Code** may be carried out on the land.

Complying development under the **Container Recycling Facilities Code** may not be carried out on the land.

Note: Despite the above provisions, if only part of a lot is subject to an exclusion or exemption under Clause 1.17A or Clause 1.19 of State

Environmental Planning Policy (Exempt and Complying Development Codes) Amendment (Commercial and Industrial Development and Other Matters) 2013, complying development may be carried out on that part of the lot that is not affected by the exclusion or exemption.

The following provisions of Clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the Policy.

The provisions of Clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 are not identified on the land. Complying development may be undertaken in accordance with the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 as amended.

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

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

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

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

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

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

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

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

ITEM 5 – Exempt Development

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

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

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

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

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

ITEM 6 – Affected building notices and building product rectification orders

Whether the council is aware that –

The Council IS NOT aware of any affected building notice which is in force in respect of the land.

The Council is NOT aware of any building product rectification order which is in force in respect of the land and that has not been fully complied with.

The Council IS NOT aware of any notice of intention to make a building product rectification order being given in respect of the land and that is outstanding.

ITEM 7 - Land Reserved for Acquisition

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

No environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the land provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

ITEM 8 – Road widening and road realignment

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

- a) The land is NOT affected by road widening under Division 2 of Part 3 of the Roads Act 1993.

- b) The land is NOT affected by road widening under any environmental planning instrument

- c) The land is NOT affected by any road-widening or realignment under any resolution of the Council

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

ITEM 9 – Flood related development controls

The land or part of the land IS NOT within the flood planning area and subject to flood related development controls.

The land or part of the land IS NOT between the flood planning area and the probable maximum flood and subject to flood related development controls.

The Maitland LEP 2011 identifies the flood planning level (FPL) as the level of a 1:100 ARI flood event plus 0.5m freeboard. The probable maximum flood has the same meaning as the Floodplain Development Manual.

Note in this section – **flood planning area** has the same meaning as in the Floodplain Development Manual. **Floodplain Development Manual** means the Floodplain Development Manual (ISBN 0 7347 5476 00) published by the NSW Government in April 2005. **probable maximum flood** has the same meaning as in Floodplain Development Manual

Note: The information provided in Item 9 is based on the data and information presently available to the Council and on development controls in force as at the date of this certificate. The identification of land as not being subject to flood related development controls does not mean that the land is not, or may not be, subject to flooding or that the land will not in the future be subject to flood related development controls, as additional data and information regarding the land become available.

ITEM 10 – Council and other public authority policies on hazard risk restrictions

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

All land within the Maitland Local Government Area has the potential to contain acid sulfate soils. Clause 7.1 of the Maitland Local Environmental Plan 2011 generally applies. Development consent is required where works described in the Table to this clause are proposed on land shown on the Maitland LEP 2011 Acid Sulfate Soils Map as being of the class specified for those works.

The Council has adopted by resolution a policy on contaminated land which may restrict the development of the land to which this certificate relates. This policy is implemented when zoning or land use changes are proposed on lands which:

- are considered to be contaminated; or
- which have previously been used for certain purposes; or
- which have previously been used for certain purposes but Council's records do not have sufficient information about previous use of the land to determine whether the land is contaminated; or
- have been remediated for a specific use.

Consideration of Council's adopted policy and the application of provisions under relevant State legislation is warranted.

Note 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 council.

ITEM - 11 Bush fire prone land

If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

The land is mapped as bushfire prone land and as such restrictions may apply to new development on this land.

Note - In accordance with the *Environmental Planning and Assessment Act 1979*, bush fire prone land, in relation to area, means land recorded for the time being as bush fire prone on a bush fire prone land map for the area. This mapping is subject to periodic review.

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

ITEM - 12 Loose-fill asbestos insulation

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

There are no premises on the subject land listed on the register.

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ITEM - 13 Mine subsidence

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

The land has NOT been proclaimed to be within a Mine Subsidence District under the meaning of section 20 of the Coal Mine Subsidence Compensation Act 2017.

ITEM - 14 Paper subdivision information

There is no development plan that applies to the:

- 1) Land or that is proposed to be subject to a consent ballot
- 2) There is no subdivision order that applies to the land.

ITEM - 15 Property vegetation plans

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

The Council has not received any notification from Hunter Local Land Services that this land is affected by a property vegetation plan under Part 4 of the Native Vegetation Act 2003 (and that continues in force).

ITEM - 16 Biodiversity stewardship sites

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

The Council is not aware if the land is 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.

ITEM 17 - Biodiversity certified land

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

The 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.

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

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

Council has NOT received notification from the Land and Environment Court of NSW that the land is affected by an Order under Trees – (Disputes Between Neighbours) Act 2006.

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

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

The owner (or any previous owner) of the land has NOT 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).

Note - In this section existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B.

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 1 January 2011.

ITEM 20 – Western Sydney Aerotropolis

The State Environmental Planning Policy (Precincts – Western Parkland City) 2021 does not apply to land within the Maitland City Council local government area.

ITEM 21 – Development consent conditions for seniors housing

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

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

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

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

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

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

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).

Any conditions of a development consent in relation to land that are kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).

Note - No Seniors Housing development consent conditions apply to this land.

Note - In this section - Former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

Council is unaware if a Site Compatibility Certificate (Affordable Rental Housing) has been issued in accordance with State Environmental Planning Policy (Affordable Rental Housing) 2009.

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.

Contaminated Land

- a) The land to which this certificate relates is NOT significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.
- b) The land to which this certificate relates is NOT subject to a management order within the meaning of the Contaminated Land Management Act 1997.
- c) The land to which this certificate relates is NOT the subject of an approved Land Management Act 1997.
- d) The land to which this certificate relates is NOT the subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.
- e) Council has NOT been provided with a site audit statement, within the meaning of the Contaminated Land Management Act 1997, for the land to which this Certificate relates.

David Evans
General Manager



HUNTER WATER CORPORATION

A.B.N. 48 228 513 448

SERVICE LOCATION PLAN

Enquiries: 1300 857 857

APPLICANT'S DETAILS



InfoTrack

25 PEARSE

BOLWARRA HEIGHTS NSW

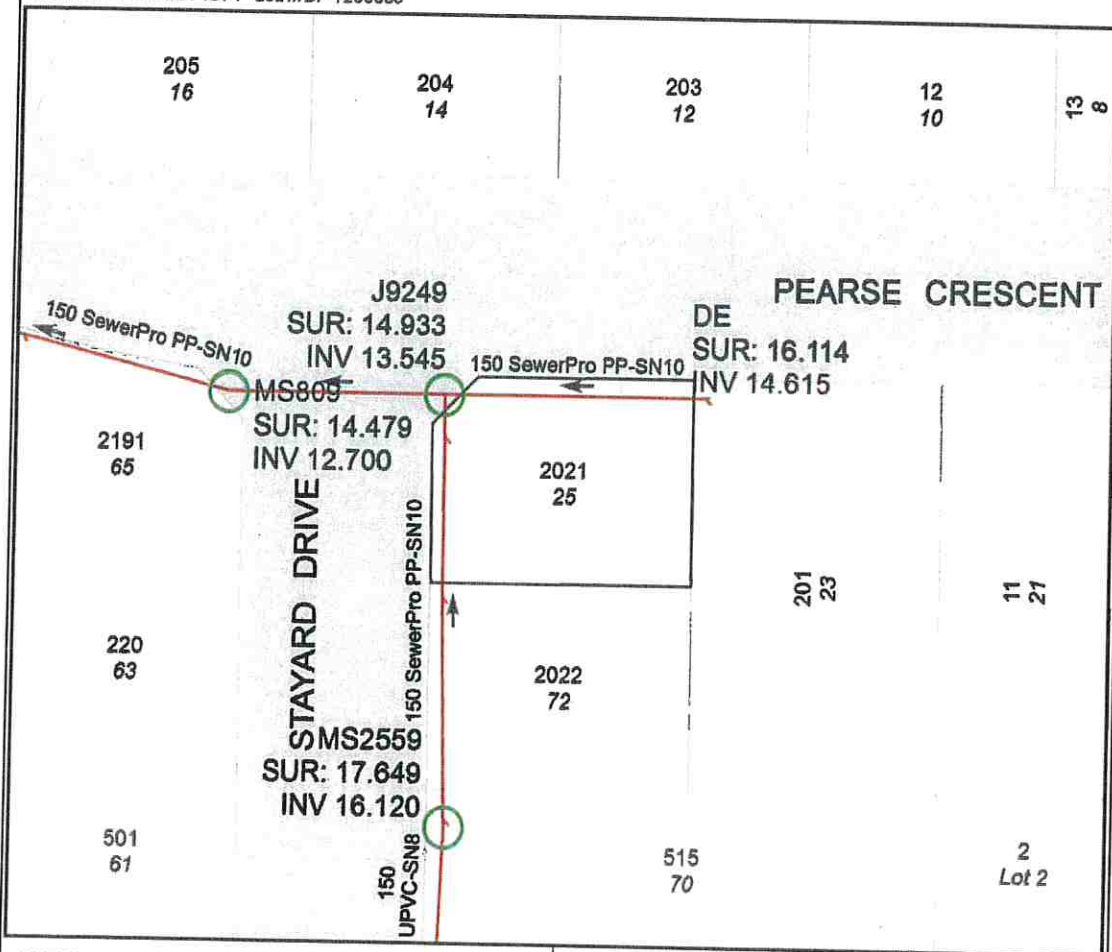
APPLICATION NO.: 1854314

APPLICANT REF: M 10356 Browning

RATEABLE PREMISE NO.: 1607241724

PROPERTY ADDRESS: 25 PEARSE CRES BOLWARRA HEIGHTS 2320

LOT/SECTION/DP:SP: 2021//DP 1208680



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 857 857, 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: 24/10/2022

Scale at A4: 1:500

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