

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	David Haggarty First National Real Estate 454 High Street, Maitland, NSW 2320	Phone: 02 4933 5544 Fax: 02 4933 1706 Ref: Pat Howard - 0408270313
co-agent		
vendor		
vendor's solicitor	Hunter Legal & Conveyancing Level 1, Suite 2, 12 Elgin Street, MAITLAND NSW 2320 PO Box 142, MAITLAND NSW 2320	Phone: 0249372799 Email: sue@hunterlegal.com.au Fax: 02 4937 2473 Ref: SM:JW:230510
date for completion	28th day after the contract date	(clause 15)
land (address, plan details and title reference)	36 Clarkes Crossing Close, Vacy, 2421 Registered Plan: Lot 7 Plan DP 1291036 Folio Identifier 7/1291036	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: vacant land	
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 type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings
	<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> other:		
exclusions			
purchaser			
purchaser's solicitor			
price	\$		
deposit	\$		(10% of the price, unless otherwise stated)
balance	\$		
contract date			(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER												
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>												
VENDOR (COMPANY)	PURCHASER (COMPANY)												
<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> <td style="width: 50%; border: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> </tr> </table>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Office held</p>	<p>_____</p> <p>Office held</p>	<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> <td style="width: 50%; border: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> </tr> </table>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Office held</p>	<p>_____</p> <p>Office held</p>
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<p>_____</p> <p>Office held</p>	<p>_____</p> <p>Office held</p>												

Choices

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

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

Manual transaction (clause 30) NO yes

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

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

Land tax is adjustable NO yes

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

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

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

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

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

(GST residential withholding payment)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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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 In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses' in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

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

36 CLARKES CROSSING CLOSE, VACY 2427

1. Alterations to Printed Form

The vendor and the purchaser agree that the clauses of the printed form of Contract are amended as follows:

- a) Clause 14.2.2 shall be deleted.
- b) Clause 18 is amended by adding the following clause 18.8: "The purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property."
- c) Clause 23.9.1 shall be deleted.
- d) Clause 23.13 is amended and replaced with 'The purchaser must obtain a copy of the information certificate, section 109 or section 184 certificate under the Strata Schemes Management Act 2015 in relation to the property at least 7 days before completion and serve it on the vendor via email.'
- e) Clause 23.14 shall be deleted.

2. Claims by the Purchaser

Notwithstanding the provisions of Clauses 6 and 7 hereof the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of Clause 7 and 8 entitling the vendor to rescind this contract.

3. Reasonable Notice

- 3.1. It is expressly agreed between the parties hereto that in circumstances justifying the issue of a Notice to Complete and/or Notice to Perform, pursuant to clause 15, fourteen (14) days shall be deemed to be reasonable and sufficient notice for that purpose, notwithstanding the provisions of clause 21.1.
- 3.2. It is further agreed between the parties that in circumstances justifying the issue of a Notice to Complete and/or Notice to Perform by the Vendor, then in addition to the balance of the price, the purchaser shall pay to the vendor the sum of Four Hundred Dollars (\$400.00) exclusive of GST, as agreed reasonable legal expense incurred by the Vendor as a result of having to issue such Notice.
- 3.3. The purchaser's obligation to pay the sum referred to in clause 2.2 hereof is an essential term of this contract and shall in no way effect, abrogate, limit or inhibit the Vendor's right to take action for recovery of damages that may be suffered by the Vendor as a result of the Purchaser's breach of contract.

4. Liquidated Damages

- 4.1. In the event that the purchaser does not complete this contract on or before the completion date, and provided the Vendor is ready and willing to complete the contract, then the Purchaser shall from that date pay interest on the balance of the purchase price at the rate of 8% pa until completion.
- 4.2. The sum of \$330.00 on account of the additional legal fees incurred by the Vendor because of the delay;
- 4.3. The purchaser acknowledges that the payment of liquidated damages referred to herein is contemporaneous with the payment of the purchase price on settlement. It is agreed that the amount payable pursuant to this condition is a genuine pre-estimate of the Vendors' loss of interest for the purchase money and liability for rates and outgoings.

5. Adjustment of Rates

Condition 14.2 of this agreement is hereby varied by the addition of the following sentence;
"The amount and figures for water consumption furnished by the relevant water rating authority, even if estimated or provisional, shall be conclusive for the purposes of the apportionment and adjustment of water consumption."

6. Incapacity of Party

If at any time prior to completion the Vendor or Purchaser (or any of them) dies or become mentally ill or being a company is wound up or go into liquidation, then either party may at any time thereafter rescind this agreement by notice in writing served on the other party and thereupon this Contract shall be at an end and the provisions of clause 19 hereof shall apply.

7. Condition of Property

The purchaser acknowledges to the vendor that:

7.1 The purchaser relies upon his own inspection and enquiries in relation to the property and not upon any warranties or representations made by or on behalf of the vendor (except as are expressly set out in this contract).

7.2 The purchaser is satisfied as to the approved and capable use and condition of the property.

7.3 The Purchaser acknowledges that the property (including its appurtenances if any) is sold in its present condition and state of repair and that he has satisfied himself by his own inspection and inquiries as to the state of repair condition and nature of the property and of any of improvements included with it and that unless otherwise contained in this contract no warranty representation or undertaking on the part of the Vendor in relation to such property and improvements has been made and no requisition or claim shall be made by the Purchaser in respect of such matters. The Purchaser shall not call upon the Vendor to do any work whatsoever in relation to the said property or any of its improvements.

7.4 The Purchaser will not make any requisition, raise any objection or claim any compensation in respect of the relationship of the property to the boundaries and the position of the fencing, if any, on the boundaries of the said land.

7.5 The Vendor shall not be responsible for any mechanical breakdown after the making of this Contract in respect of any inclusions.

8. Deposit

In the event:

- a) The Purchaser defaults in the observance of any obligations hereunder which is or the performance of which has become essential; and
- b) The Purchaser has paid a deposit of less than 10% of the purchase price; and
- c) The Vendor terminates this Agreement

Then the Vendor, as a consideration of accepting less than a 10% deposit, shall be entitled to recover from the Purchaser of the amount equal to 10% of the purchase price less the deposit paid as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any other remedies available to the vendor herein contained or implied notwithstanding any rule of Law or Equity to the contrary. This Clause shall not merge on termination of this Agreement.

9. Deposit Bond

The parties agree that in the event the Purchaser requests to use a Deposit Bond, a Deposit Bond will 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.

There are several agents who are able to provide a Deposit Bond on behalf of QBE Insurance (Australia) Ltd, including **Deposit Assure Pty Ltd** (www.depositassure.com.au).

10. Warranty as to Real Estate

The Purchaser warrants that he has not been introduced to the property by any Real Estate or Commissioned Agent other than the Vendors Agents (if any) and the Purchaser shall indemnify and save harmless the Vendor against any claims suits actions or demands for commission (including any costs or expenses of defending or compromising same) made or brought by any Real Estate or Commissioned Agents other than the Vendors agent (if any) arising from any such introduction in breach of this warranty and this clause shall not merge on completion date hereof. The Vendor warrants that there is no sole agency agreement in effect with any agent other than the Vendors Agents (if any).

11. Release of Deposit

The purchaser acknowledges that in the event the vendor wishes to enter into Contract for the purchase of another property the Vendor will require certain deposit moneys to enable exchange of Contracts to occur. The Purchaser hereby irrevocably authorizes the agent to release sufficient monies to enable the Vendor to exchange contracts for the purchase of such property as aforementioned provided such moneys so released are held in the trust account of a Licensed Real Estate Agent or Solicitor.

12. Requisitions on Title

The Requisitions on Title attached to this contract are taken to have been served on both parties upon exchange of contracts.

13. Limited Title

This condition is applicable if the title of the subject property is Torrens Title subject to a limitation pursuant to Section 28T(4) of the Real Property Act 1900, which relates to the boundaries of the land. The purchaser shall not make any requisition, objection or claim for compensation, nor have any right of rescission in respect of the limitation, nor shall the purchaser require the vendor to provide an abstract or prove prior old system title in relation thereto.

14. Electronic Signatures

- 14.1. This contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument
- 14.2. Execution by the parties of the contract by email or electronically via DocuSign (or equivalent encryption software) and transmission of the executed contract by either of those means shall constitute a valid and binding execution of this contract by such part or parties. For the purpose of the *Electronic Transaction Act 1999* (CTH) and *Electronic Transactions Act 2000* (NSW) each party consents to receiving and sending the contract electronically.
- 14.3. The purchaser acknowledges and agrees that an original 'ink' signed copy of the vendor's signed contract will not be provided.
- 14.4. The parties further agree that they shall not make any requisition, objection or claim (whether for compensation or not), nor claim any right to terminate or rescind this Contract or delay the completion of this Contract due to any matter disclosed in this Special Condition.

15. Error in Adjustment of Outgoings

Should any apportionment of outgoings required to be made under this contract, be overlooked or incorrectly calculated on completion, the vendor and the purchaser agree that, upon being so requested by the other party, that the correct calculation be made and paid to the party to whom it is payable by the party liable for the payment. This clause shall not merge on completion of this contract.

16. Mine Subsidence

The purchaser may rescind this agreement if the owner of the improvements on the land is not entitled, as at the date of this agreement, to claim compensation from the Mine Subsidence Board in respect of any damage to the land and/ or improvements arising from mine subsidence, and written communication from the Mine Subsidence Board to that effect shall be conclusive for the purposes of this condition.

17. Deposit by Instalments under Cooling Off Period

Notwithstanding Clause 2 of this Contract, if a cooling off period applies to this contract, the purchaser may pay the deposit in two (2) instalments as follows:-

- 17.1 0.25% of the agreed purchase price to be paid on or before the date of this Contract; and
- 17.2 9.75% of the agreed purchase price to be paid at any time before 5pm on the fifth (5th) business day after the date on which this Contract was made.

18. Sewer Diagram

- 18.1. The Vendor discloses, and the purchaser specifically acknowledges that the diagram annexed to the Contract may only disclose the sewer main and, as at the date of this Contract, this is the only diagram available for the property.
- 18.2. The parties acknowledge and agree that where the property is within the area serviced by Hunter Water Corporation (HWC). HWC does not make Sewer Lines Location Diagrams available in the ordinary course of administration. The purchaser agrees that they shall not make any requisition, objection or claim (whether for compensation or not), nor claim any right to terminate or rescind this Contract, or delay the completion of this Contract due to the matter disclosed in this Special Condition.

18.3. The Purchaser accepts this diagram and shall make their own inquiries in relation to the services and the diagram. The Purchaser agrees to not call upon the Vendor to supply an updated diagram nor make any objection, requisition or claim, delay completion, rescind or terminate the Contract in respect of any matter disclosed in or arising from this clause.

19. Swimming Pool

19.1. The vendor does not warrant that any swimming pool (including any swimming pool fencing) on the property complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed under that Act or any other Act or Regulations relating to swimming pools all of which are referred to as the "Swimming Pool Legislation".

19.2. The purchaser shall not be entitled to make an objection, requisition or claim for compensation should it be established that the swimming pool and swimming pool fencing does not comply with the provisions of the Swimming Pool Legislation.

19.3. Clause 11.1 of the Contract is amended to the extent that it is the purchaser who shall comply with any Notice or Order made by the Local Council or other Statutory Authority relating to the swimming pool and swimming pool fencing whether or not such Notice was given or Order was made prior to or after the date hereof.

20. Tenancy

The purchaser acknowledges that if there is currently a tenant in the property and this Contract requires vacant possession of the property to be delivered to the purchaser, the vendor is required to give the tenant, in writing, 30 days' notice that the tenant is required to vacate the property ("the Notice"). The vendor agrees to cause the real estate agent to serve the Notice on the tenant. In the event the tenant does not vacate the property within the 30 day period specified in the Notice, the completion date is extended by a reasonable period of time to allow the vendor to deliver vacant possession of the property.

21. Caveat or Mortgage

The Purchaser shall not be entitled to require the Vendor prior to completion to register a Discharge of any Mortgage or Charge or Withdrawal of any Caveat affecting the subject land. If at the date of completion of this Contract there is noted on any Certificate of Title in respect of the property or any part thereof any Mortgage, Charge or Caveat, the Purchaser will accept a Discharge or Withdrawal thereof so far as the same relates to the property.

22. Extension(s) to Cooling Off Period and/or Subject to finance clause.

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

Should the Contract be rescinded then the above fees will fall payable immediately by the purchaser to the vendor's solicitor/conveyancer on demand in writing or the Notice of Rescission will be considered null and void and Contracts binding.

This is an essential term of the Contract.

23. Irrevocable Authority

Should the deposit payable under this Contract be held in trust by our office on behalf of the purchaser then the parties agree that the deposit funds held are to be loaded to the PEXA workspace and disbursed to the vendor on settlement.

No further authority is required from the purchaser for the abovementioned funds to be released on settlement.

24. Release of Deposit for Settlement

If the vendor (or any one of the vendors) requires the deposit or any part of it to complete a simultaneous purchase or to pay sale costs on the date for completion, the purchaser's representative agrees to authorise the deposit holder to transfer the deposit into the trust account of the vendor's representative for the vendors to use at completion.

25. GST

The purchaser warrants that the property will be used predominantly for residential accommodation. The purchaser will indemnify the vendor against any liability to pay GST arising from breach of this warranty. This right continues after completion.

26. Company Guarantee & Indemnity

- 26.1. The provisions of this special condition 26 apply if the Purchaser is a corporation but does not apply to a corporation listed on the Australian Stock Exchange. This special condition 26 is an essential term of this Contract.
- 26.2. The word guarantor means each director of the Purchaser as at the date of this Contract.
- 26.3. If the guarantor has not signed where provided under this special condition 26, the Vendor may terminate this Contract by serving notice within fourteen (14) days after the date of this Contract.
- 26.4. Where the purchaser is a company, the officers or persons who sign this Contract on behalf of the company or who attests the Seal of the company on this Contract;
 - a) Jointly and separately guarantees all obligations of the purchaser under this Agreement including the payment of the purchase price and the performance of all the purchaser's obligations; and
 - b) Jointly and separately indemnifies the vendor in respect of any default of the purchaser under this Agreement.
- 26.5. This guarantee and indemnity is given by each guarantor as principal and is not discharged or released by any release or variation of this Agreement between the vendor and the purchaser.
- 26.6. The guarantor must pay to the Vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this special condition 26.

SIGNED IN MY PRESENCE BY
THE
GUARANTOR

.....
Signature of Guarantor

who is known to me:

.....
Signature of Witness

.....
Print Name of Witness

.....
Address of Witness

SIGNED IN MY PRESENCE BY
THE
GUARANTOR

.....
Signature of Guarantor

who is known to me:

.....
Signature of Witness

.....
Print Name of Witness

.....
Address of Witness

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion. Please provide details of any bond together with the Rental Bond Board's reference number.
 - (e) 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 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are 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.

Adjustments

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. 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.
14. 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.
15.
 - (a) Have the provisions of the *Local Government Act*, the *Environmental 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*.
16. 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?
17. 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?
18. (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to Requisition (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

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. 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?
21. 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?
22. (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?
23. 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

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

Requisitions and transfer

25. 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.
26. 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.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.



LAND
REGISTRY
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

Information Provided Through
triSearch (Leap)
Ph. 02 9247 1806 Fax.

FOLIO: 7/1291036

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
15/3/2023	10:49 AM	2	14/3/2023

LAND

LOT 7 IN DEPOSITED PLAN 1291036
AT VACY
LOCAL GOVERNMENT AREA DUNGOG
PARISH OF GRESFORD COUNTY OF DURHAM
TITLE DIAGRAM DP1291036

FIRST SCHEDULE

CHERRIE MAREE FREEMAN

(T AS920371)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 QUALIFIED TITLE. CAUTION PURSUANT TO SECTION 28J(1) AND 28J(1A)
OF THE REAL PROPERTY ACT, 1900. ENTERED 1.12.1997 BK 4179 NO 898
- 3 DP647054 EASEMENT FOR WATER SUPPLY 5 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1291036 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (1) IN THE S.88B INSTRUMENT
- 5 DP1291036 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (2) IN THE S.88B INSTRUMENT
- 6 DP1291036 RIGHT OF CARRIAGEWAY 3 METRE(S) WIDE APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 7 DP1291036 POSITIVE COVENANT REFERRED TO AND NUMBERED (7) IN THE
S.88B INSTRUMENT
- 8 DP1291036 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (8) IN THE S.88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

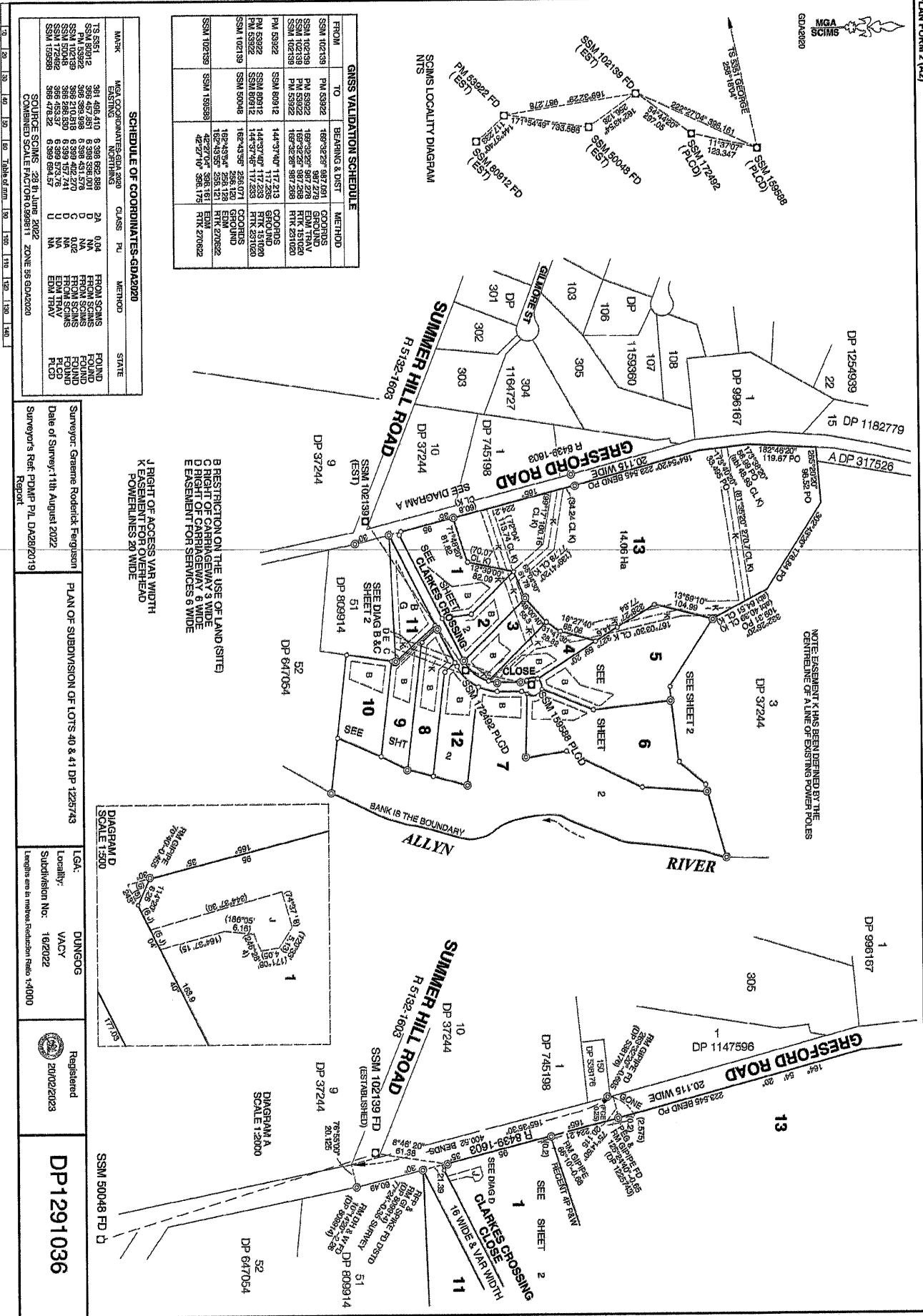
230510

PRINTED ON 15/3/2023

* 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.

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Received: 15/03/2023 10:49:09



FROM	TO	BEARING & DIST	METHOD
SSM 102139	PM 53922	169°32'28" 987.091	COORDS
SSM 102139	PM 53922	169°32'28" 987.276	EDM TRAV
SSM 102139	PM 53922	169°32'28" 987.288	RTK 151020
SSM 102139	PM 53922	169°32'28" 987.288	RTK 231020
PM 53922	SSM 80912	144°37'40" 117.213	COORDS
PM 53922	SSM 80912	144°37'40" 117.233	RTK 151020
PM 53922	SSM 80912	144°37'40" 117.233	RTK 231020
SSM 102139	SSM 50048	182°43'56" 256.176	COORDS
SSM 102139	SSM 50048	182°43'56" 256.176	RTK 270622
SSM 102139	SSM 159398	42°27'10" 386.175	EDM
SSM 102139	SSM 159398	42°27'10" 386.175	RTK 270622

MARK	MGA COORDINATES-GDA2020	CLASS	PUR	METHOD	STATE
TS 5511	381 428.410	6	388	NA	FOUND
PM 53922	386 389.939	6	389	NA	FOUND
SSM 102139	386 210.818	6	389	NA	FOUND
SSM 102139	386 453.537	6	389	NA	FOUND
SSM 159398	386 478.32	6	389	NA	FOUND

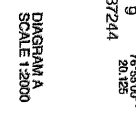
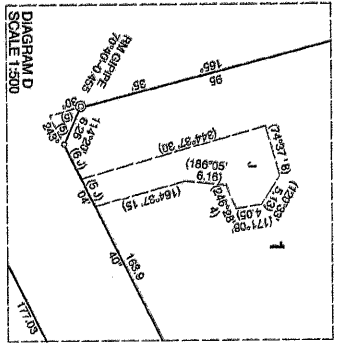
DATE OF SURVEY: 18 AUGUST 2022
 SURVEYOR: GAERNE RODERICK FERGUSON
 REPORT NO: DP 1291036

PLAN OF SUBDIVISION OF LOTS 40 & 41 DP 1225743
 DATE OF SURVEY: 18 AUGUST 2022
 SURVEYOR: GAERNE RODERICK FERGUSON
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 DATE OF SURVEY: 18 AUGUST 2022
 SURVEYOR: GAERNE RODERICK FERGUSON
 REPORT NO: DP 1291036

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

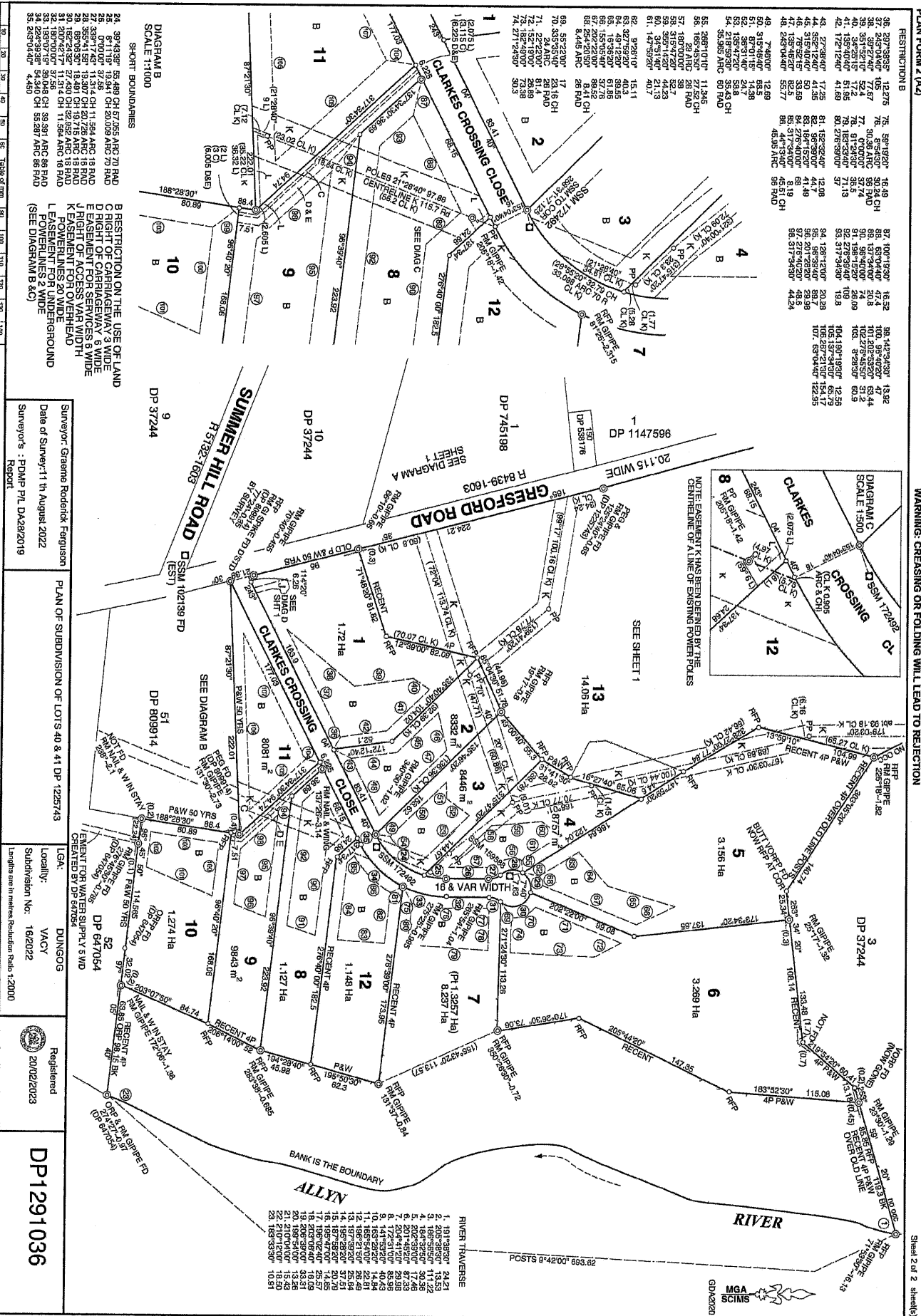


DIAGRAM B
SCALE 1:1000

SHORT BOUNDARIES

B RESTRICTION ON THE USE OF LAND
 C RIGHT OF CARRIAGEWAY 5 WIDE
 D EASEMENT FOR SERVICES 5 WIDE
 E EASEMENT FOR SERVICES 6 WIDE
 F RIGHT-OF-ACCESS (VARIABLE WIDTH)
 G EASEMENT FOR OVERHEAD
 L EASEMENT FOR UNDERGROUND
 POWER LINES 2 WIDE
 (SEE DIAGRAM B & C)

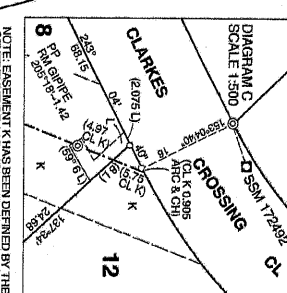


DIAGRAM A
SCALE 1:1000

LONG BOUNDARIES

B RESTRICTION ON THE USE OF LAND
 C RIGHT OF CARRIAGEWAY 5 WIDE
 D EASEMENT FOR SERVICES 5 WIDE
 E EASEMENT FOR SERVICES 6 WIDE
 F RIGHT-OF-ACCESS (VARIABLE WIDTH)
 G EASEMENT FOR OVERHEAD
 L EASEMENT FOR UNDERGROUND
 POWER LINES 2 WIDE
 (SEE DIAGRAM B & C)

DIAGRAM D
SCALE 1:1000

LONG BOUNDARIES

B RESTRICTION ON THE USE OF LAND
 C RIGHT OF CARRIAGEWAY 5 WIDE
 D EASEMENT FOR SERVICES 5 WIDE
 E EASEMENT FOR SERVICES 6 WIDE
 F RIGHT-OF-ACCESS (VARIABLE WIDTH)
 G EASEMENT FOR OVERHEAD
 L EASEMENT FOR UNDERGROUND
 POWER LINES 2 WIDE
 (SEE DIAGRAM B & C)

DIAGRAM E
SCALE 1:1000

LONG BOUNDARIES

B RESTRICTION ON THE USE OF LAND
 C RIGHT OF CARRIAGEWAY 5 WIDE
 D EASEMENT FOR SERVICES 5 WIDE
 E EASEMENT FOR SERVICES 6 WIDE
 F RIGHT-OF-ACCESS (VARIABLE WIDTH)
 G EASEMENT FOR OVERHEAD
 L EASEMENT FOR UNDERGROUND
 POWER LINES 2 WIDE
 (SEE DIAGRAM B & C)

DIAGRAM F
SCALE 1:1000

LONG BOUNDARIES

B RESTRICTION ON THE USE OF LAND
 C RIGHT OF CARRIAGEWAY 5 WIDE
 D EASEMENT FOR SERVICES 5 WIDE
 E EASEMENT FOR SERVICES 6 WIDE
 F RIGHT-OF-ACCESS (VARIABLE WIDTH)
 G EASEMENT FOR OVERHEAD
 L EASEMENT FOR UNDERGROUND
 POWER LINES 2 WIDE
 (SEE DIAGRAM B & C)

DIAGRAM G
SCALE 1:1000

LONG BOUNDARIES

B RESTRICTION ON THE USE OF LAND
 C RIGHT OF CARRIAGEWAY 5 WIDE
 D EASEMENT FOR SERVICES 5 WIDE
 E EASEMENT FOR SERVICES 6 WIDE
 F RIGHT-OF-ACCESS (VARIABLE WIDTH)
 G EASEMENT FOR OVERHEAD
 L EASEMENT FOR UNDERGROUND
 POWER LINES 2 WIDE
 (SEE DIAGRAM B & C)

DIAGRAM H
SCALE 1:1000

LONG BOUNDARIES


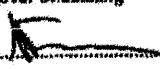
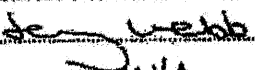
B RESTRICTION ON THE USE OF LAND
 C RIGHT OF CARRIAGEWAY 5 WIDE
 D EASEMENT FOR SERVICES 5 WIDE
 E EASEMENT FOR SERVICES 6 WIDE
 F RIGHT-OF-ACCESS (VARIABLE WIDTH)
 G EASEMENT FOR OVERHEAD
 L EASEMENT FOR UNDERGROUND
 POWER LINES 2 WIDE
 (SEE DIAGRAM B & C)

DIAGRAM I
SCALE 1:1000


LONG BOUNDARIES

B RESTRICTION ON THE USE OF LAND
 C RIGHT OF CARRIAGEWAY 5 WIDE
 D EASEMENT FOR SERVICES 5 WIDE
 E EASEMENT FOR SERVICES 6 WIDE
 F RIGHT-OF-ACCESS (VARIABLE WIDTH)
 G EASEMENT FOR OVERHEAD
 L EASEMENT FOR UNDERGROUND
 POWER LINES 2 WIDE
 (SEE DIAGRAM B & C)

Surveyor: Graeme Frederick Ferguson Date of Survey: 11 August 2022 Surveyor's : PDPWP P/L DAC28/2019 Report		PLAN OF SUBDIVISION OF LOTS 40 & 41 DP 1225743
LGSR: DUNSGOS Locality: VACY Subdivision No.: 162022	Registered 20/02/2023	DP1291036

PLAN FORM 6 (2018) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 4 sheet(s)	
Registered:  20/02/2023 Office Use Only Title System: TORRENS Purpose: SUBDIVISION	DP1291036 Office Use Only
PLAN OF SUBDIVISION OF LOTS 40 & 41 IN DP 1225743	L G A: DUNGOG Locality: VACY Parish: GRESFORD County: DURHAM
Survey Certificate I, GRAEME RODERICK FERGUSON of "YATTA" TORREYBURN ROAD VIA PATERSON 2421 a surveyor registered under the <i>Surveying & Spatial Information Act, 2002</i> , certify that : *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying & Spatial Information Regulation 2017</i> , is accurate and the survey was completed on *(b) The part of the land shown in the plan being lots 1 to 12 inclusive and connections was surveyed in accordance with the <i>Surveying & Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 11th August 2022 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 & Spatial Information Regulation 2017</i> . Datum line: SSM 102133 TO PM 53622 Type: Rural The terrain is *Level-Unculating Signature:  Dated: 11.08.2022 Surveyor ID: 1012 Surveyor Registered under the <i>Surveying and Spatial Information Act 2002</i> *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	Crown Lands NSW/ Western Lands Office Approval Iin approving this plan certify (Authorised Officer) that all necessary approvals in regard to the allocation of the land shown herein have been given Signature: Date: File Number: Office:
Plans used in preparation of survey/compilation. DP 1225743 DP 37244 DP 808914 DP 647054	Subdivision Certificate I, JENNIFER WEBB *Authorised Person/General Manager/Accredited Officer, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: N/A Consent Authority: DUNGOG SHIRE COUNCIL Date of endorsement: 1 DECEMBER 2022 Subdivision Certificate number: 16/2022 File number: DA25/2019 TRA2217/3 *Strike through if inapplicable
Statements of intention to dedicate public roads, public reserves, and drainage reserves, IT IS INTENDED TO DEDICATE CLARKES CROSSING CLOSE 16 WIDE AND VARIABLE WIDTH TO THE PUBLIC AS ROAD	SURVEYOR'S REFERENCE: POMP P/L DA 28/2019 Report Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 4 sheet(s)

Office Use Only
 Registered:  20/02/2023

Office Use Only
DP1291036

**PLAN OF SUBDIVISION OF
 LOTS 40 & 41 IN DP 1225743**

This sheet is for the provision of the following information as required:
 * A schedule of lots and addresses-*Sec 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.


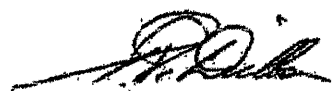
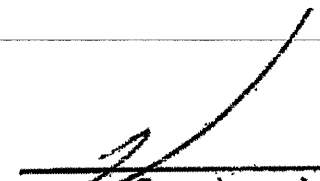
Subdivision Certificate Number: 16/2022.....
 Date of Endorsement :1 DECEMBER 2022

PURSUANT TO SECTION 88B OF THE CONVEYANCING 1919-64 AS AMENDED IT IS INTENDED TO CREATE:


1. RESTRICTION ON THE USE OF LAND
2. RESTRICTION ON THE USE OF LAND ("B" ON THE PLAN)
3. RIGHT OF CARRIAGEWAY 3 WIDE ("C" ON THE PLAN)
4. RIGHT OF CARRIAGEWAY 6 WIDE ("D" ON THE PLAN)
5. EASEMENT FOR SERVICES 6 WIDE ("E" ON THE PLAN)
6. POSITIVE COVENANT
7. POSITIVE COVENANT
8. RESTRICTION ON THE USE OF LAND
9. RIGHT OF ACCESS VAR WIDTH ("J" ON THE PLAN)
10. EASEMENT FOR OVERHEAD POWERLINES 20 WIDE ("K" ON THE PLAN)
11. EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE ("L" ON THE PLAN)

LOT	NUMBER	STREET	TYPE	LOCALITY
1	15	CLARKES CROSSING	CLOSE	VACY
2	23	CLARKES CROSSING	CLOSE	VACY
3	29	CLARKES CROSSING	CLOSE	VACY
4	37	CLARKES CROSSING	CLOSE	VACY
5	41	CLARKES CROSSING	CLOSE	VACY
6	40	CLARKES CROSSING	CLOSE	VACY
7	36	CLARKES CROSSING	CLOSE	VACY
8	22	CLARKES CROSSING	CLOSE	VACY
9	20	CLARKES CROSSING	CLOSE	VACY
10	18	CLARKES CROSSING	CLOSE	VACY
11	16	CLARKES CROSSING	CLOSE	VACY
12	28	CLARKES CROSSING	CLOSE	VACY
13	908	GRESFORD	RD	VACY


If space is insufficient use additional annexure sheet


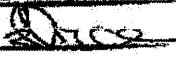
PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 4 sheet(s)	
Office Use Only	Office Use Only
Registered:  20/02/2023	DP1291036
PLAN OF SUBDIVISION OF LOTS 40 & 41 IN DP 1225743	
Subdivision Certificate Number: 16/2022	<small>This sheet is for the provision of the following information as required: * A schedule of lots and addresses - Sec 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.</small>
Date of Endorsement ... 1 DECEMBER 2022	
SIGNATURES AND SEALS ONLY	
Corporation: PDMP Pty Ltd ACN 622 957 046 Capacity: s127 Corporations Act, 2001	
 Paddy Dillon Director	 Mark Bernhard Peper Director
<small>If space is insufficient use additional annexure sheet</small>	
Surveyor's Reference: PDMP PA DA 28/2019 Report	

PLAN FORM 5A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 4 sheet(s)

<p>Registered:  20/02/2023</p> <p>PLAN OF SUBDIVISION OF LOTS 40 & 41 IN DP 1225743</p> <p>Subdivision Certificate Number: <u>16/2022</u></p> <p>Date of Endorsement: <u>1 DECEMBER 2022</u></p>	<p>Office Use Only</p> <p>DP1291036</p> <p>Office Use Only</p> <p><small>This sheet is for the provision of the following information as required: * A schedule of lots and addresses - Sec 50(e) SS/ 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.</small></p>
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SIGNATURES AND SEALS ONLY

Signature of Registered Proprietor: 
Name of Registered Proprietor: Phillip John Clements

MAITLAND MUTUAL LIMITED
ACN 087 651 983 BY ITS ATTORNEY
(name) KIERAN QUIGLEY
(position) MANAGER LENDING AND COMPLIANCE
PURSUANT TO POWER OF ATTORNEY
REGISTERED BOOK 4800 NO 471
(signed) 
(witness) JULIE PRICE
(Address) 6 Mitchell Dr East Maitland
(signed) 

If space is insufficient use additional annexure sheet

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

(Sheet 1 of 8 Sheets)

DP1291036

Plan: Plan of Subdivision of Lots 40 and 41 in Deposited Plan 1225743 covered by Subdivision Certificate No. 16 | 2022

Full name and address of owner of the land: PDMP Pty Ltd ACN 622 957 046
 Lot 41 DP 1225743

Phillip John Clements
 Lot 40 DP 1225743

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Restriction on the use of land ("A" on the plan)	1 - 3 inclusive, 6 - 8 inclusive, 11 and 13	Dungog Shire Council
2	Restriction on the use of Land ("B" on the plan)	1-12 inclusive	Dungog Shire Council
3	Right of Carriageway 3 Wide ("C" on the plan)	9	1-8 inclusive and 10-12 inclusive
4	Right of Carriageway 6 Wide ("D" on the plan)	9	10
5	Easement for Services 6 Wide ("E" on the plan)	9	10
6	Positive Covenant ("F" on the plan)	1	Dungog Shire Council

Handwritten signature and initials, possibly 'JP' and 'MR'.

DP1291036

(Sheet 2 of 8 Sheets)

Plan of subdivision of Lots 40 & 41 of SP 1225743

Covered by Subdivision Certificate No: 16 | 2022

DP

7	Positive Covenant (<i>"G"</i> on the plan)	1-12 inclusive	Dungog Shire Council
8	Restriction on the use of Land (<i>"H"</i> on the plan)	1-12 inclusive	Dungog Shire Council
9	Right of Access variable Width (<i>"J"</i> on the plan)	1	Dungog Shire Council
10	Easement for Overhead Powerlines 20 Wide (<i>"K"</i> on the plan) MB	1-5 inclusive, 8-13 inclusive	Essential Energy
11	Easement for Underground Powerlines 20 Wide (<i>"L"</i> on the plan) MB	8, 9 and 11	Essential Energy

PART 2 (Terms)

1. Terms of restriction on use of land numbered 1 in the plan.

1.1 The removal of trees identified as habitat trees not affected by the development as set out in the Ecological Assessment Report (Revision 1 – April 2019) prepared by Anderson Environment & Planning is prohibited.

2. Terms of restriction on use of land numbered 2 in the plan.

2.1 No buildings shall be erected on the burdened lot outside the building envelope designated *"B"* on the plan.

3. Terms of easement numbered 3 in the plan.

3.1 Right of Carriageway in accordance with Part 1, Schedule 8 of the Conveyancing Act, 1919 but subject to the use being limited to access and egress to and from the benefited lot(s) for emergency purposes only.

DP1291036

(Sheet 3 of 8 Sheets)

Plan of subdivision of Lots 40 & 41 of SP 1225743

Covered by Subdivision Certificate No: 16 | 2022

DP

4. Terms of easement numbered 4 in the plan.

4.1 Right of Carriageway in accordance with Part 1, Schedule 8 of the Conveyancing Act, 1919

5. Terms of easement numbered 5 in the plan.

5.1 Easement for Services in in accordance with Part 11, Schedule 8 of the Conveyancing Act, 1919.

6. Terms of positive covenant numbered 6 in the plan.

6.1 The proprietor of the burdened lot shall;

- a) Keep the stormwater quality system clean and free from silt, rubbish and debris;
- b) Maintain and repair at the sole expense of the registered proprietors the whole of the onsite stormwater quality system in accordance with the approved plan of management so that it functions in a safe and efficient manner;
- c) Permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for the compliance with the requirements of this covenant; and
- d) Comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.

6.2 In the event that the proprietor of the lot burdened fails to comply with the terms of any written notice issued by the Council in accordance with 6.1(d), the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply the said notice in accordance with 6.1(d) and may recover;

- (a) Any expense reasonably incurred in exercising its powers under 6.2 which shall include reasonable wages for the Council's employees engaged in effecting the work, supervising and administering the work together with costs reasonably estimated by Council for the use of materials, machinery, tools and equipment in conjunction with the work; and
- (b) Legal costs on an indemnity basis for the issue of notice in accordance with 6.1(d) and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Conveyancing Act 1919 or providing any certificate required pursuant to Section 88G of the Conveyancing Act 1919 or obtaining any injunction pursuant to Section 88H of the Conveyancing Act 1919.

6.3 The proprietor of the burdened lot shall only access the property by means of vehicular access via Clarkes Crossing Close with direct vehicular access to and from Gresford Road being prohibited.

7. Terms of positive covenant numbered 7 in the plan.

7.1 Prior to the issue of an Occupation Certificate for a dwelling on the burdened lot, the registered proprietor shall construct;



DP1291036

(Sheet 4 of 8 Sheets)

Plan of subdivision of Lots 40 & 41 of ~~DP~~ 1225743

Covered by Subdivision Certificate No: 16/2022

DP

- i) A rainwater tank with a minimum capacity 40 kl; and
- ii) A rain garden having;
 - a. a minimum surface area of 30m²;
 - b. an extended detention volume of 4m³;
 - c. an extended detention depth of 0.2m;
 - d. a filter area of 8m²; and
 - e. a filter depth of 400mm.

The rainwater tank and rain garden are required to provide onsite detention and water quality treatment on each lot and shall be designed and installed in accordance with the approved Stormwater Management Plan prepared by Decentralised Water Consulting.

7.2 The of the burdened lot shall;

- a) Keep the rain garden clean and free from silt, rubbish and debris;
- b) Maintain and repair at the sole expense of the registered proprietors the whole of the onsite detention and water quality treatment system in accordance with the approved plan of management so that it functions in a safe and efficient manner;
- c) Permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for the compliance with the requirements of this covenant; and
- d) Comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.

7.3 The proprietor of the burdened lot shall retain and maintain at all times existing vegetation in accordance with the approved Landscape Management Plan.

7.4 The proprietor of the burdened lot shall ensure that all obligations and requirements contained within the Flood Emergency Response Plan (the terms of which are set out in Registered Memorandum) are complied with.

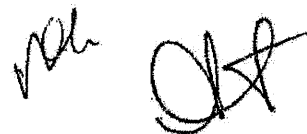
8. Terms of restriction on use of land numbered 8 in the plan.

8.1 No Building shall be erected on the burdened lot unless materials used on external surfaces are limited to non-reflective muted earthy tones and colours.

8.2 No boundary fences are to be erected unless such fencing is of a post and rail/wire rural type fencing which is free from "netting" type material and allows the movement of native fauna across the site.

9. Terms of easement numbered 9 in the plan.

9.1 Right of Access in accordance with Part 11, Schedule 4 of the Conveyancing Act, 1919.



DP1291036

(Sheet 5 of 8 Sheets)

Plan of subdivision of Lots 40 & 41 of DP 1225743

Covered by Subdivision Certificate No: 16/2022

10. Terms of easement numbered 10 in the plan.

MB

10.1.1 An easement for Overhead Powerline the terms of which are set out in Part A of Registered Memorandum AG189384.

11. Terms of easement numbered 11 in the plan.

MB

11.1.1 An easement for Underground Powerline the terms of which are set out in Part B of Registered Memorandum AG189384.

Name of the Authority empowered to release, vary or modify restriction or positive covenant numbered 1, 2, 6, 7, 8 and 9 in the plan.


Dungog Shire Council

Name of person empowered to release, vary or modify ^{the easement} ~~restriction or positive covenant~~ numbered 3, 4 and 5 in the plan.

The registered proprietors for the time being of the lot benefited and the lot burdened but only with the consent of Dungog Shire Council.

Name of Authority empowered to release, vary or modify restriction or positive covenant numbered 10 & 11 in the plan.

Essential Energy

ME 

DP1291036

(Sheet 6 of 8 Sheets)

Plan of subdivision of Lots 40 & 41 of ~~SP~~ 1225743

Covered by Subdivision Certificate No: 16 | 2022

EXECUTED BY DUNGOG SHIRE COUNCIL

DUNGOG SHIRE COUNCIL)
by its authorised delegate pursuant to)
s.377 of the Local Government Act 1993)

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


.....
Signature of delegate



Gareth Curtis
General Manager
Dungog Shire Council

.....
Name of delegate (BLOCK LETTERS)


.....
Signature of witness

JENNIFER WEBB
.....
Name of witness

198 DOWLING STREET
.....

DUNGOG NSW 2420
.....
Address of witness

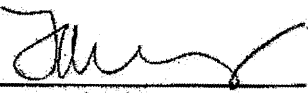
EXECUTED BY ESSENTIAL ENERGY ACN 428 185 226

ESSENTIAL ENERGY

By its duly appointed attorney under power of attorney

Book 4745 No. 85

In the presence of:


.....
Signature of Witness

JAMES KAY
8 ROLLER ST. PORT PITCAIRN VIC
.....
Name and address of witness

M Bice
.....
Signature of Attorney

MELISSA BICE
ACTING HEAD OF LEGAL
.....
Name and position of Attorney


MBC

DP1291036

(Sheet 7 of 8 Sheets)

Plan of subdivision of Lots 40 & 41 of ~~DP~~ 1225743

Covered by Subdivision Certificate No: 16/2022

EXECUTED BY PDMP PTY LTD ACN 622 957 046

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appears(s) below pursuant to the authority specified.

Corporation: PDMP Pty Ltd ACN 622 957 046
Capacity: Section 127 Corporations Act, 2001

Signature of authorised person:

Signature of authorised person:

Name of authorised person:
Office held: Director

Name of authorised person:
Office held: Director

**EXECUTED BY MAITLAND MUTUAL LIMITED
ACN 087 651 983**

MAITLAND MUTUAL
By its duly appointed attorney under power of attorney
Book 4800 No. 471
In the presence of:

Signature of Witness

Signature of Attorney
KIERAN QUIGLEY
MANAGER LENDING &
COMPLIANCE

JULIE PRICE - 6 Mitchell Dr East Maitland
Name and address of
Witness

name and position of
Attorney

ME

DP1291036

(Sheet 8 of 8 Sheets)
Plan of subdivision of Lots 40 & 41 of SP 1225743
Covered by Subdivision Certificate No: 16/2022 ^{DP}

The instrument should be signed in accordance with Item 8 Schedule 9 Conveyancing (General) Regulation 2008.

EXECUTED BY PHILLIP JOHN CLEMENTS

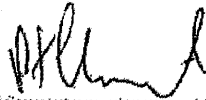
I certify that Phillip John Clements, the Registered Proprietor, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by Phillip John Clements, the Registered Proprietor.

Signature of witness:



Signature of Phillip John Clements:



Name of witness: Amy Lee Martin

Address of witness: 115 Dowling Street
Dungog NSW 2420

REGISTERED:



20/02/2023

Entered: *V*
 Verified: *KM*



BOOK 4179
 NO. 0898

C.A. NUMBER: 72435.

**INDEX PARTICULARS
 GENERAL REGISTER OF DEEDS**

(A)	NATURE OF INSTRUMENT	DATE OF INSTRUMENT	REGISTRATION TYPE
	<i>Conveyance (Trustee)</i>	<i>15.9.97</i>	<i>General</i>

(B)	ENTRY TYPE	FAMILY NAME	GIVEN NAMES
	V	CLEMENTS	PETER JAMES
	V	CLEMENTS	DARRYL EDWARD
	V	CLEMENTS	TREVOR LESLIE
	V	ROBERTSON	ELAINE MARGARET
	P	CLEMENTS	DARRYL EDWARD
	V	<i>CLEMENTS</i>	<i>Leslie James (decd)</i>

LEAVE BLANK WHERE INSTRUMENT DOES NOT AFFECT OLD SYSTEM LAND					
(C)	LOCALITY OF LAND	LINK CONVEYANCE - for Old System Land			PRINCIPAL DEED
		Book	No.	Whole/Part	
1	"BONNIE" VIEW - VACY	2195	362	WHOLE	
2					
3					

LEAVE BLANK WHERE INSTRUMENT DOES NOT AFFECT OLD SYSTEM LAND			
(D)	CURRENT LOCAL GOVERNMENT AREA	PARISH	COUNTY
1	DUNGOG SHIRE COUNCIL	GRESFORD	DURHAM
2			
3			

(E) I, Karen Harris of Waller Fry & Faulkner - Solicitors of
11 Bourke Street, Maitland

certify that for the purposes of Section 184D(3) of the Conveyancing Act 1919 that:

- the registration copy is a true copy of the original and
- the above index particulars of the original instrument [and on the annexure(s)] are complete and correct.

Signed: K. Harris Date: 24th September 1997

N.S.W. STAMP DUTY \$10 PAID

THIS DEED made the FIFTEENTH day of SEPTEMBER One thousand nine hundred and ninety seven BETWEEN PETER JAMES CLEMENTS of Maitland Road Paterson in the State of New South Wales Quarryman DARRYL EDWARD CLEMENTS of "Bonnie View" Vacy in the State aforesaid Dairy Farmer TREVOR LESLIE CLEMENTS of Main Road Abermain in the State aforesaid Supervisor and ELAINE MARGARET ROBERTSON of Bunning Avenue Rutherford in the State aforesaid Married Woman (hereinafter referred to as the Executors and Trustees) of the first part

AND DARRYL EDWARD CLEMENTS of "Bonnie View" Vacy in the State aforesaid Dairy Farmer (hereinafter referred to as the Devisee) of the second part

WHEREAS by Conveyance of the 18th December, 1968 made between John Alfred McDonell and Rozenna Jessie McDonell as Vendors and Leslie James Clements as Purchaser Registered Number 362 Book 2915 the lands and hereditaments hereinafter described and intended to be hereby conveyed were conveyed to the said Leslie James Clements as beneficial owner in fee simple

AND WHEREAS the said Leslie James Clements late of "Bonnie View" Vacy aforesaid made and published his Last Will and Testament on the 14th April, 1994 whereby he appointed the parties of the first part herein as Executors and Trustees thereof and inter alia devised his aforementioned lands and hereditaments hereinafter described and intended to be hereby conveyed to his son the part of the second part herein as Devisee

AND WHEREAS the said Leslie James Clements died on the 17th June, 1996 without having altered or revoked his said Last Will and Testament

minutes five hundred and forty three and four tenth links thence two hundred and ninety four degrees nought eight minutes eight hundred and ninety nine links thence two hundred and fifty six degrees forty five minutes three hundred and sixty and four tenth links thence by the Western boundary of John Cory's eight hundred acre Grant bearing one hundred and eighty degrees thirty two minutes thirty seconds ninety and one tenth links thence one hundred and seventy eight degrees forty three minutes eight hundred and three links thence by the North East side of the Road from Gresford to Paterson being fenced lines bearing one hundred and sixty five degrees nought five minutes one hundred and sixty six and five tenth links thence one hundred and fifty six degrees nineteen minutes one thousand one hundred and eleven and two tenth links thence one hundred and fifty six degrees fifty eight minutes one thousand six hundred and ninety two and three tenth links thence by a line bearing seventy eight degrees forty five minutes one thousand one hundred and three and five tenth links thence by fenced lines bearing one hundred and seventy nine degrees fifty two minutes four hundred and thirty nine and four tenth links thence eighty eight degrees nought two minutes one thousand two hundred and forty six and eight tenth links to the Right Bank of the Allyn River thence by the right bank of that River upwards to the point of commencement being Lot Four of Subdivision of Tackbear Estate part of John Cory's eight hundred acre Grant number fifteen (Parish)

NOW BEING known in the Tackbear Estate as Lot 4 in Deposited Plan 37244

TOGETHER WITH the benefit of an Easement for water supply 5.0 metres wide shown on Deposited Plan 647054 as more particularly described and granted by Deed of Grant of Easement of the 2nd June, 1994 Between Warren Maxwell Horn and Clinton Carlisle Horn as Grantors and Leslie James Clements as Grantee Registered Book 4061 Number 96

AND WHEREAS Probate of such aforesaid Last Will and Testament of the said Leslie James Clements was granted by the Supreme Court of New South Wales in its Probate Division to the said parties of the first part herein as Executors and Trustees on the 6th August, 1997 and Numbered 111280/97

AND WHEREAS all obligations liabilities directions and debts pursuant to the terms of the said Last Will and Testament have been attended to finalise and paid

NOW THIS DEED WITNESSETH that in pursuance of the devises contained in the aforesaid Last Will and Testament and in consideration of the premises the said Executors and Trustees by virtue of the powers conferred upon them by the provisions of the Wills Probate and Administration Act 1898 (as amended) the Conveyancing Act 1919 (as amended) and in exercise and execution of every other power and authority them in anywise hereunto enabling as such Executors and Trustees DO HEREBY acknowledge grant and convey unto the said Devisee to hold as beneficial owner in fee simple ALL THAT piece or parcel of land lying and situate in the Parish of Gresford County of Durham and the State of New South Wales containing by admeasurement ninety six acres nought roods thirty seven perches or thereabouts COMMENCING at a point on the right bank of the Allyn River being the intersection of that bank by the Southern boundary of Lot three of subdivision of part of John Cory's eight hundred acre Grant Number fifteen (Parish) and bounded thence by lines bearing two hundred and forty five degrees twenty four minutes six hundred and thirty links thence two hundred and eleven degrees ninety minutes three hundred and three tenth links thence two hundred and fifty four degrees fifty nine minutes six hundred and sixty three and five tenth links thence two hundred and ninety four degrees thirty minutes six hundred and ninety nine and six tenth links thence three hundred and twenty three degrees fifty one

IN WITNESS whereof the said Executors and Trustees have hereunto set their hands and affixed their seals on the day and year first hereinbefore mentioned

SIGNED SEALED and DELIVERED)
by the said PETER JAMES CLEMENTS) P.J. Clements
in the presence of:-)

Elaine Hurst
Elaine Hurst
Solicitor
Medowie

SIGNED SEALED and DELIVERED)
by the said DARRYL EDWARD CLEMENTS) D.E. Clements
in the presence of:)

R.H. Faulkner
R.H. Faulkner
Solicitor
Maitland

SIGNED SEALED and DELIVERED)
by the said TREVOR LESLIE CLEMENTS) T.L. Clements
in the presence of:-)

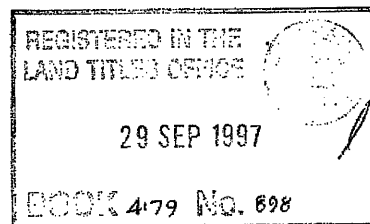
Elaine Hurst
Elaine Hurst
Solicitor
Medowie

SIGNED SEALED and DELIVERED)
by the said ELAINE MARGARET) E.M. Robertson
ROBERTSON in the presence of:-)

Elaine Hurst
Elaine Hurst
Solicitor
Medowie

G. KENYON & SONS
Law Stationers
DX 456 Sydney
Phone: 267-8644

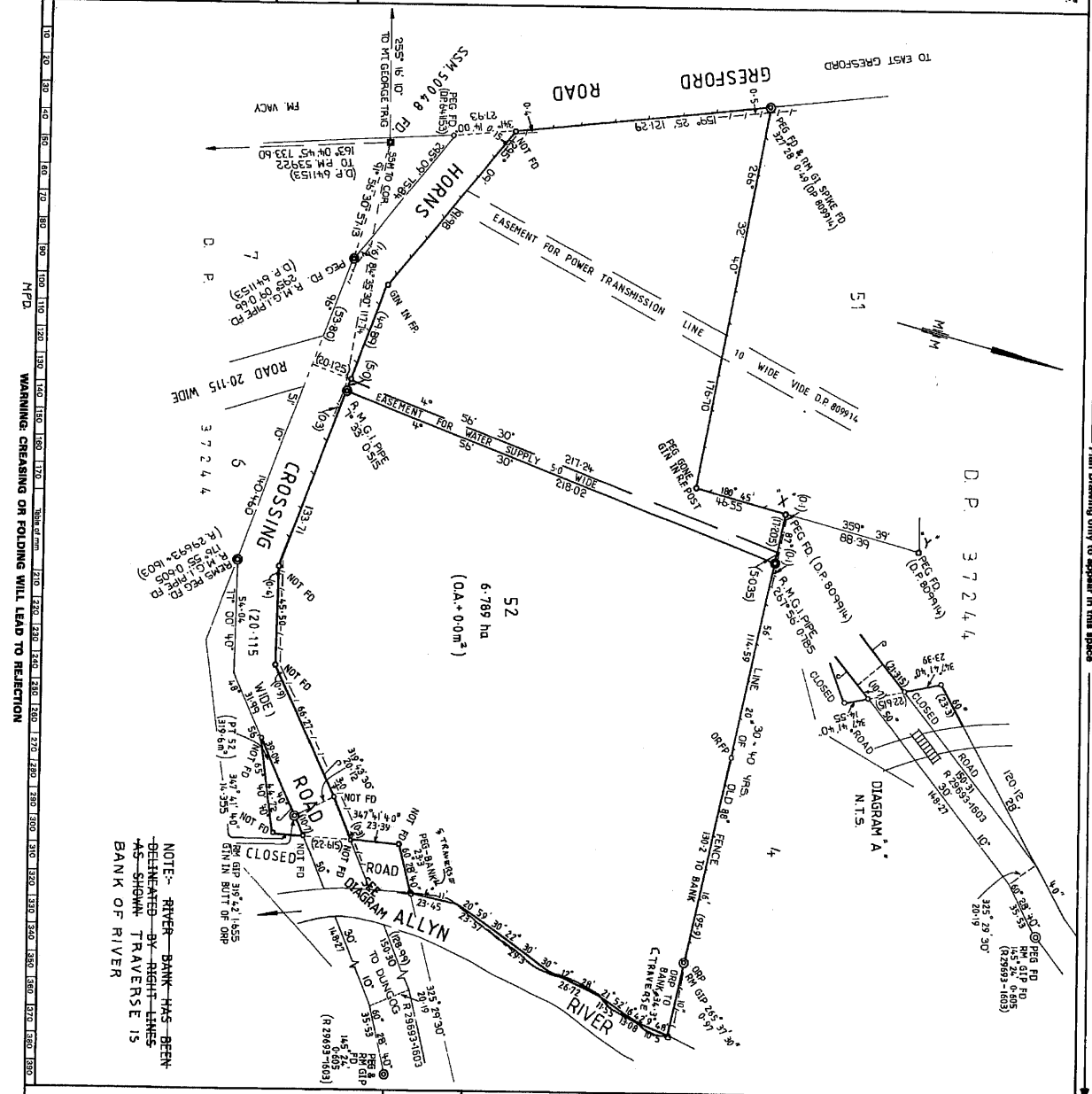
32K



STATEMENTS, SEALS AND STATEMENTS of Intention to declare easements, restrictions on the use of land or positive easements, restrictions on the use of land or positive easements.

W. de Haven
William B. Horn
John James Edwards

APPROVED BY: [Signature]
 Date: 6/93
 Council: [Name]
 Council Clerk's Certificate



Registered Plan No. 23161993	CA No. 6793 OF 10-3-1993	Title System: TORRENS	Purpose: REDEFINITION	Ref. Map: PARISH	Lot Plan: DP 809914 (DP 37244#)	PLAN OF LOT 52 IN D.P. 809914 & EASEMENT FOR WATER SUPPLY 5.0 WIDE	Lengths are in metres. Reduction Ratio: 1:1250	Height/Shape: DUNGOG	Locality: VACY	Parish: GRESFORD	County: DURHAM	This is shown 1 of 4 parcels shown in (Impressible) streets	Signature: [Name] Date: [Date]	Plans used in preparation of this plan: DP 809914, DP 641153, DP 37244, R. 296934803	PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create easements, restrictions on the use of land or positive easements. PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-64 AS AMENDED. IT IS INTENDED TO CREATE 1 EASEMENT FOR WATER SUPPLY 5.0 WIDE
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INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT. 1919

Lengths are in metres

Sheet 1 of 1 Sheet

PART 1

Plan DP647054

Plan of Easement for Water Supply 5 wide within Land in Folio Identifier 52/809914 Parish of Gresford, County of Durham.

Full Name and Address of Proprietors of the land.

Warren Maxwell Horn
 Clinton Carlisle Horn
 Gresford Road, Vacy 2421

1. **Identity of Easement Firstly referred to in abovementioned plan.**

Easement for Water Supply
 5 wide

Schedule of Lots etc Affected

Lots Burdened

Lots or Name of Authority Benefited

Lot 52 ~~DP.317526~~

Lot 4 DP.37244. ~~BEING CONVEYANCE. BK 2915.No 362.~~
 Lot B DP.317526. ~~BEING F.I. 3/317526.~~

SIGNED SEALED and DELIVERED)
 by the said WARREN MAXWELL HORN)
 in the presence of)
)
 Robert Henry Faulkner,
 Solicitor, Maitland

W. M. Horn

SIGNED SEALED and DELIVERED)
 by the said CLINTON CARLISLE HORN)
 in the presence of)
)
 Robert Henry Faulkner
 Solicitor, Maitland

Clinton C. Horn

SIGNED SEALED and DELIVERED)
 by the said LESLIE JAMES CLEMENTS)
 in the presence of)
)
 Robert Henry Faulkner
 Solicitor, Maitland

Leslie James Clements

SHEET MUST NOT BE FOLDED OR CREASED

REGISTERED S3-6-1993



Dungog Shire Council
PO Box 95
DUNGOG NSW 2420
T: (02) 4995 7777 F: (02) 4995 7750
E: shirecouncil@dungog.nsw.gov.au
W: dungog.nsw.gov.au
ABN 62 610 350 056

S10.7(2) PLANNING CERTIFICATE

Environmental Planning & Assessment Act, 1979 (as amended)

Date: 22 March 2023

Certificate : 2022672 **Fee:** \$62.00 **Receipt :** 831809 **Your Ref:** 230510

DESCRIPTION OF LAND

User Assessment: 022173000000 **Parish:** Gresford **County:** Durham

Assessment: 77917

Address: LOT: 7 DP: 1291036, No 36 Clarkes Crossing Close VACY 2421

Owner: PDMP Pty Ltd

This certificate provides information on how the relevant parcel of land may be developed, including the planning restrictions that apply to development of the land, as at the date the certificate is issued. The certificate contains information Council is aware of through its records and environmental plans, along with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7(2) of the Environmental Planning and Assessment Act, 1979 and clause 284 and Schedule 2 of the *Environment Planning and Assessment Regulation 2021*.

ITEM 1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

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

State Environmental Planning Policies

Refer to Attachment 1

Local Environmental Plans

Dungog Local Environmental Plan 2014 – Operational 1 June 2014

Development Control Plans

Dungog Shire Wide Development Control Plan No. 1 - Refer to Attachment 2

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

Draft State Environmental Planning Policies

Refer to Attachment 3

Draft Local Environmental Plans

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 has exhibited 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](#).

Draft Development Control Plans

Nil

- (3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—**
- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or**
 - (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.**
- (4) In this section—**

proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

ITEM 2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

For each environmental planning instrument or draft environmental planning instrument

(a) What is the identity of the zoning for the land?

Under the Dungog Local Environmental Plan 2014 the zoning is: R5 Large Lot Residential, C3 Environmental Management, RU1 Primary Production and W1 Natural Waterways

(b) (i) For what purposes may development be carried out within the zone without the need for development consent?

Refer to Attachment 4

(b) (ii) For what purposes may development not be carried out within the zone except with development consent?

Refer to Attachment 4

(b) (iii) For what purposes is development prohibited within the zone?

Refer to Attachment 4

(c) Do any additional permitted uses apply to the land?

No

(d) Are there any development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions?

Yes for zones C3 and RU1- Refer to Attachment 5

No for zones R5 and W1

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

No

(f) Is the land in a conservation area?

No

(g) Is an item of environmental heritage located on the land.

No

ITEM 3 CONTRIBUTIONS PLANS

- (1) **Which contributions plan/s under Division 7 of the Act apply to the land, including draft contributions plans.**

Dungog Local Infrastructure Contributions Plan, 2019

Contributions Plan for Heavy Haulage Generated by Extractive Industries, 2017

- (2) **Is the land in a special contributions area under Division 7.1 of the Act?**

No

ITEM 4 COMPLYING DEVELOPMENT

- (1) **Whether or not 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.**
- (2) **Whether complying development may not be carried out on the land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of the SEPP and the reasons why it may not be carried out under those clauses.**

HOUSING CODE

As of 1 January 2021, the Housing Code no longer applies to land within the Dungog Local Government Area. Refer to the provisions of the Inland Code.

RURAL HOUSING CODE

As of 1 January 2021, the Rural Housing Code no longer applies to land within the Dungog Local Government Area. Refer to the provisions of the Inland Code.

LOW RISE HOUSING DIVERSITY CODE

Complying Development under the Low Rise Housing Diversity Code may not be carried out on the land as the land is not within an applicable zone.

GREENFIELD HOUSING CODE

Complying Development under the Greenfield Housing Code may not be carried out on the land as the land is not within an applicable area.

INLAND CODE

For area zoned R5 and RU1

Complying Development may be carried out on the land under the Inland Code, subject to the development complying with the general and specific standards for the Code.

For area zoned C3 and W1

Complying Development under the Inland Code may not be carried out on the land as the land is not within an applicable zone.

HOUSING ALTERATIONS CODE

Complying Development may be carried out on the land under the Housing Alteration Code, subject to the development complying with the general and specific standards of the Code.

GENERAL DEVELOPMENT CODE

Complying Development may be carried out on the land under the General Development Code, subject to complying with the general and specific standards of the Code.

COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS & ADDITIONS) CODE

Complying Development under the Commercial and Industrial (New Buildings & Additions) Code may not be carried out on the land as the land is not within an applicable zone.

CONTAINER RECYCLING FACILITIES CODE

Complying Development under the Container Recycling Facilities Code may not be carried out on the land as the land is not within an applicable zone.

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

Complying Development may be carried out on the land under the Commercial and Industrial Alterations Code, subject to complying with the general and specific standards of the Code.

SUBDIVISIONS CODE

Complying Development may be carried out on the land under the Subdivision Code, subject to complying with the general and specific standards of the Code.

DEMOLITION CODE

Complying Development may be carried out on the land under the Demolition Code, subject to complying with the general and specific standards of the Code.

FIRE SAFETY CODE

Complying Development may be carried out on the land under the Fire Safety Code, subject to complying with the general and specific standards of the Code.

- (3) Council may not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land. In this regard:**

- (a) If a restriction applies to the land, it may not apply to all of the land,**
(b) 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.

- (4) Whether the complying development codes are varied, under clause 1.12 of the Policy, in relation to the land.**

No

ITEM 5 EXEMPT DEVELOPMENT

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)-(d) or 1.16A.**
- (2) If exempt development may not be carried out on the land because of those clauses, the reasons why it may not be carried out under the clause.**

Exempt Development may be carried out on the land under the Exempt Development Code, including:

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

subject to complying with the general and specific standards set out in the Codes.

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

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

- (4) Whether the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.**

No

ITEM 6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

- (1) Is the council is aware that—**

- (a) an affected building notice is in force in relation to the land?**

No

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

No

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

No

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

ITEM 7 LAND RESERVED FOR ACQUISITION

Does an environmental planning instrument or proposed environmental planning instrument referred to in section 1 make 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

ITEM 8 ROAD WIDENING AND ROAD REALIGNMENT

Is the land affected by road widening or road realignment under—

- (a) **the Roads Act 1993, Part 3, Division 2, or**
- (b) **an environmental planning instrument, or**
- (c) **a resolution of the council.**

No

ITEM 9 FLOOD RELATED DEVELOPMENT CONTROLS

- (1) **Is the land or part of the land is within the flood planning area and subject to flood related development controls?**

Yes – Council’s records indicate that the land is wholly or partially flood prone land. Development on flood prone land is subject to flood related development controls. Information on the extent of flooding and development controls on land is available from Council’s Planning Department and you are advised to make further enquiries. .

- (2) **Is the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls?**

Yes – Council’s records indicate that the land is wholly or partially flood prone land. Development on flood prone land is subject to flood related development controls. Information on the extent of flooding and development controls on land is available from Council’s Planning Department and you are advised to make further enquiries.

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

ITEM 10 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

(1) 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.

(2) In this section—

adopted policy means a policy adopted—

(a) by the council, or

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

Land Slip

No

Bush Fire

No

Tidal Inundation

No

Subsidence

No

Acid Sulfate Soils

No

Contamination

Council adopted a Contaminated Land Policy on 30 October 2018. The Policy applies to all land within the Dungog Local Government Area.

Aircraft Noise

No

Salinity

No

Coastal Hazards

No

Sea Level Rise

No

Any Other Risk (other than Flooding)

No

ITEM 11 BUSH FIRE PRONE LAND

Is any of the land bush fire prone land, as designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3?

No

Note: Council's current mapping for bushfire prone land within the Dungog Local Government Area, as certified by the Commissioner of NSW Rural Fire Service, **does not** include land identified as predominantly grasslands. Planning for Bushfire Protection 2019 (PBP 2019) and the Australian Standard 3959-2018 (AS3959 - 2018) "*Construction of buildings in bush-fire prone areas*" includes "grasslands" as a vegetation classification which applies to land within bushfire prone areas and specifies construction standards applicable to buildings within those areas. Advice should be sought as to whether the land is likely to be affected by PBP 2019 and AS 3959-2018.

ITEM 12 LOOSE-FILL ASBESTOS INSULATION

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

No

ITEM 13 MINE SUBSIDENCE

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

No

ITEM 14 PAPER SUBDIVISION INFORMATION

(1) Is there a development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot?

No

(2) Is there a subdivision order that applies to the land?

No

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

ITEM 15 PROPERTY VEGETATION PLANS

Is a property vegetation plan approved and in force under the Native Vegetation Act 2003, Part 4, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act?

No

ITEM 16 BIODIVERSITY STEWARDSHIP SITES

Is the land a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016, Part 5, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust?

Note—

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

No

ITEM 17 BIODIVERSITY CERTIFIED LAND

Is the land biodiversity certified land under the Biodiversity Conservation Act 2016, Part 8?

Note—

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

No

ITEM 18 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

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

No

ITEM 19 ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

This clause is not applicable to the Dungog Local Government Area because Dungog Shire Council is not a "coastal council".

ITEM 20 WESTERN SYDNEY AEROTROPOLIS

The State Environmental Planning Policy (Precincts—Western Parkland City) 2021 does not apply to land within the Dungog 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, have any conditions been imposed on 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)?

No

**ITEM 22 SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT
CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

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

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

No

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

No

(3) Have any conditions been imposed on a development consent in relation to land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1)?

No

(4) In this section—
former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

**NOTE: MATTERS PRESCRIBED BY SECTION 59(2) OF THE CONTAMINATED LAND
MANAGEMENT ACT 1997 (CLM Act)**

(a) Is the land significantly contaminated land within the meaning of the CLM Act at the date of this certificate?

No

(b) Is the land subject to a management order within the meaning of the CLM Act at the date of this certificate?

No

(c) Is the land the subject of an approved voluntary management proposed within the meaning of the CLM Act at the date of this certificate?

No

(d) Is the land the subject to an ongoing maintenance order within the meaning of the CLM Act at the date of this certificate?

No

(e) Is the land the subject of a site audit statement within the meaning of the CLM Act (such a statement having been provided to Council at any time)?

No



Jenny Webb
SENIOR TOWN PLANNER

Date: 28 March 2023

Applicant: InfoTrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2000

Access to this land is by a Public Maintained Road. Council's maintained roads vary from time to time and there is no guarantee that this road will remain on the maintained list indefinitely.

STATE ENVIRONMENTAL PLANNING POLICIES

State Environmental Planning Policy (Biodiversity and Conservation) 2021

- Chapter 2 – Vegetation in non-rural areas of the SEPP applies to Dungog LGA.
- Chapter 3 – Koala habitat protection 2020 of the SEPP applies to Dungog LGA.
- Chapter 4 – Koala habitat protection 2021 of the SEPP applies to Dungog LGA.
- Chapter 7 – Canal Estate Development of the SEPP applies to Dungog LGA.

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

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

State Environmental Planning Policy (Housing) 2021

- Chapter 2 – Affordable Housing of the SEPP applies to Dungog LGA.
- Chapter 3 – Diverse Housing of the SEPP applies to Dungog LGA.

State Environmental Planning Policy (Industry and Employment) 2021

- Chapter 3 – Advertising and Signage of the SEPP applies to Dungog LGA.
-

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

State Environmental Planning Policy (Planning Systems) 2021

- Chapter 2 – State and regional development of the SEPP applies to Dungog LGA.
- Chapter 4 – Concurrences and consents of the SEPP applies to Dungog LGA.

State Environmental Planning Policy (Precincts—Regional) 2021

- Chapter 2 – State Significant precincts of the SEPP applies to Dungog LGA.

State Environmental Planning Policy (Primary Production) 2021

- Chapter 2 – Primary production and rural development of the SEPP applies to Dungog LGA.

State Environmental Planning Policy (Resilience and Hazards) 2021

- Chapter 3 – Hazardous and offensive development of the SEPP applies to Dungog LGA.
- Chapter 4 – Remediation of Land of the SEPP applies to Dungog LGA.

State Environmental Planning Policy (Resources and Energy) 2021

- Chapter 2 – Mining, petroleum production and extractive industries of the SEPP applies to Dungog LGA.

State Environmental Planning Policy (Sustainable Buildings) 2022

State Environmental Planning Policy (Transport and Infrastructure) 2021

- Chapter 2 – Infrastructure of the SEPP applies to Dungog LGA.
- Chapter 3 – Educational establishments and child care facilities of the SEPP applies to Dungog LGA.

SHIRE WIDE DEVELOPMENT CONTROL PLAN No.1

Shire Wide Development Plan No. 1 affects all land in the Shire. The document compliments Councils Planning Instruments and presents a package of design controls and guidelines intended to assist in the achievement of the Councils Aims and Objectives with regard to development in the Shire

Dungog Shire has become one of the most desirable locations in the Hunter Valley, as much for it's unique natural environment as for its lifestyle and climate attractions.

This Development Control Plan represents the policies of the Dungog Shire Council with regard to certain types of development within the Shire, together with guidelines designed to assist developers in achieving the adopted aims and objectives. It should be read in conjunction with the Dungog Local Environmental Plan 2014.

The Shire Wide Development Control Plan 1 contains the following parts:

Chapter	Adoption Date
PART A	
1. Administration	20/6/2018
PART B	
1. Complying Development	20/6/2018
2. Exempt Development	20/6/2018
PART C	
1. Residential Development	18/5/2004
2. Development in Rural Residential Zones	18/5/2004
3. Building Line Setbacks	19/6/2019
4. Erection of Farm Buildings and outbuildings - sheds	20/6/2018
5. Bushfire	20/6/2018
7. Buffer Zones	16/8/2005
8. Managing Our Floodplains	15/8/2018
9. Employment Development	18/5/2004
11. Tourist Development	18/5/2004
12. Keeping of Dogs for Commercial Purposes	19/2/2002
14. Building Over or Near Sewer	20/3/2001
15. Contaminated Land	29/10/2018
16. Biodiversity	20/5/2003
17. Heritage	21/10/2003
18. Water Efficiency	17/2/2004
19. Wind Energy Generation Facilities	15/8/2006
20. Off Street Parking	9/7/2005
22. Signage	20/5/2008
23. On Site Sewage Management	20/6/2018
24. Site Waste Minimisation and Management	20/6/2018
PART D	
1. South Vacy Village	18/2/2003
2. Clarence Town Local Area Plan	17/5/2005
3. Vacy Local Area Plan	16/8/2005
4. Draft Martins Creek Local Area Plan	
5. Paterson Local Area Plan	15/11/2005
6. Gresford Local Area Plan	16/5/2006
7. Boulton Drive Paterson	20/6/2018
8. Boatfalls Rural Residential Estate	20/6/2018
9. Cangon Park Rural Residential Estate	18/3/2020

DRAFT STATE ENVIRONMENTAL PLANNING POLICIES

- Transport and Infrastructure SEPP amendment (Chapter 4 Major Infrastructure Corridors) Exhibition From: 22/08/2022 To: 19/09/2022
- Planning Amendments for Agriculture Exhibition From: 09/03/2021 To: 19/04/2021
- Changes to landscape rehydration infrastructure planning rules Exhibition From: 20/12/2021 TO : 28/02/2022
- Changes to definitions and assessment Exhibition From: 15/12/2021 To: 11/02/2022
- Draft local character clause Exhibition From: 12/11/2020 To: 29/01/2021
- ISEPP amendment – health infrastructure Exhibition From: 20/11/2020 To: 17/12/2020
- State and Regional Development SEPP - Water Treatment Plants Exhibition From: 02/03/2020 To: 16/03/2020

Information on the draft State Environmental Planning Policies listed in this certificate is available on the NSW Department of Planning and Environment Planning Portal for Draft Plans and policies.
<https://www.planningportal.nsw.gov.au/draftplans>

DUNGOG LOCAL ENVIRONMENTAL PLAN 2014

PART 2

Zone R5 Large Lot Residential

1 Objectives of zone

- To provide residential housing in a rural setting while preserving, and minimising impacts on, environmentally sensitive locations and scenic quality.
- To ensure that large residential lots do not hinder the proper and orderly development of urban areas in the future.
- To ensure that development in the area does not unreasonably increase the demand for public services or public facilities.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To isolate housing from existing intensive agriculture or future intensive agricultural areas.

2 Permitted without consent

Extensive agriculture; Home occupations; Markets; Roads; Roadside stalls

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Boat launching ramps; Car parks; Cellar door premises; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Farm buildings; Farm stay accommodation; Flood mitigation works; Function centres; Home-based child care; Home businesses; Information and education facilities; Jetties; Kiosks; Neighbourhood shops; Oyster aquaculture; Places of public worship; Plant nurseries; Pond-based aquaculture; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Respite day care centres; Rural supplies; Sewerage systems; Signage; Tank-based aquaculture; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Water recreation structures; Water supply systems

4 Prohibited

Any development not specified in item 2 or 3

DUNGOG LOCAL ENVIRONMENTAL PLAN 2014

PART 2

Zone RU1 Primary Production

1 Objectives of zone

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- To encourage diversity in primary industry enterprises and systems appropriate for the area.
- To minimise the fragmentation and alienation of resource lands.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To provide for recreational and tourist activities that are compatible with the agricultural, environmental and conservation value of the land.
- To promote the rural amenity and scenic landscape values of the area and prevent the silhouetting of unsympathetic development on ridgelines.

2 Permitted without consent

Environmental protection works; Extensive agriculture; Home occupations; Horticulture; Markets; Roads; Roadside stalls

3 Permitted with consent

Airstrips; Animal boarding or training establishments; Aquaculture; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cellar door premises; Cemeteries; Charter and tourism boating facilities; Community facilities; Correctional centres; Crematoria; Dual occupancies; Dwelling houses; Eco-tourist facilities; Educational establishments; Environmental facilities; Extractive industries; Farm buildings; Flood mitigation works; Forestry; Freight transport facilities; Function centres; Group homes; Health services facilities; Helipads; Heliports; Highway service centres; Home-based child care; Home businesses; Home industries; Industrial training facilities; Information and education facilities; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Kiosks; Landscaping material supplies; Marinas; Moorings; Open cut mining; Places of public worship; Plant nurseries; Recreation areas; Recreation facilities (outdoor); Restaurants or cafes; Rural industries; Rural supplies; Rural workers' dwellings; Signage; Timber yards; Tourist and visitor accommodation; Transport depots; Truck depots; Veterinary hospitals; Water recreation structures

4 Prohibited

Any development not specified in item 2 or 3

DUNGOG LOCAL ENVIRONMENTAL PLAN 2014

PART 2

Zone C3 Environmental Management

1 Objectives of zone

- To protect, manage and restore areas with special ecological, scientific, cultural or aesthetic values.
- To provide for a limited range of development that does not have an adverse effect on those values.
- To promote the rural amenity and scenic landscape values of the area and prevent the silhouetting of unsympathetic development on ridgelines.

2 Permitted without consent

Bee keeping; Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boat launching ramps; Camping grounds; Caravan parks; Dwelling houses; Eco-tourist facilities; Emergency services facilities; Environmental facilities; Environmental protection works; Extensive agriculture; Farm buildings; Farm stay accommodation; Home-based childcare; Information and education facilities; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Public administration buildings; Recreation areas; Research stations; Roads; Sewerage systems; Tank-based aquaculture; Water recreation structures; Water supply systems

4 Prohibited

Industries; Multi dwelling housing; Residential flat buildings; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3

DUNGOG LOCAL ENVIRONMENTAL PLAN 2014

PART 2

Zone W1 Natural Waterways

1 Objectives of zone

- To protect the ecological and scenic values of natural waterways.
- To prevent development that would have an adverse effect on the natural values of waterways in this zone.
- To provide for sustainable fishing industries and recreational fishing.

2 Permitted without consent

Environmental protection works

3 Permitted with consent

Aquaculture Boat launching ramps; Boat sheds; Camping grounds; Charter and tourism boating facilities; Environmental facilities; Jetties; Mooring pens; Moorings; Water recreation structures; Water supply systems; Wharf or boating facilities

4 Prohibited

Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3

DUNGOG LOCAL ENVIRONMENTAL PLAN 2014

PART 4.2A

4.2A Erection of dwelling houses and dual occupancies on land in certain rural and environment protection zones

- (1) The objectives of this clause are as follows:
- (a) to minimise unplanned rural residential development,
 - (b) to enable the replacement of lawfully erected dwelling houses and dual occupancies in rural and environment protection zones.
- (2) This clause applies to land in the following zones:
- (a) Zone RU1 Primary Production,
 - (b) Zone C3 Environmental Management,
 - (c) Zone C4 Environmental Living.
- (3) Development consent must not be granted for the erection of a dwelling house or a dual occupancy on land to which this clause applies, and on which no dwelling house or dual occupancy has been erected, unless the lot on which the dwelling is to be erected:
- (a) is a lot that is at least the minimum lot size shown on the Lot Size Map in relation to that land on which the dwelling house or dual occupancy is proposed, or
 - (b) is a lot created under this Plan (other than under clause 4.1B or clause 4.2 (3)), or
 - (c) is a lot created before this Plan commenced and:
 - (i) the erection of a dwelling house was permissible on that lot, and
 - (ii) no development standards limiting the power to grant development consent for the erection of a dwelling house applied to that lot, before that commencement, or
 - (d) is a lot resulting from a subdivision for which development consent (or equivalent) was granted before this Plan commenced and on which the erection of a dwelling house or a dual occupancy would have been permissible if the plan of subdivision had been registered before that commencement, or
 - (e) is an existing holding, or
 - (f) would have been a lot or a holding referred to in paragraph (a), (b), (c), (d) or (e) had it not been affected by:
 - (i) a minor realignment of its boundaries that did not create an additional lot, or
 - (ii) a subdivision creating or widening a public road or public reserve or for another public purpose, or
 - (iii) a consolidation with an adjoining public road or public reserve or for another public purpose.
 - (g) is Lot 1, DP 867951, 1177 Fosterton Road, Fosterton.

Note. A dwelling cannot be erected on a lot created under clause 9 of State Environmental Planning Policy (Rural Lands) 2008 or clause 4.2.

(4) Development consent may be granted for the erection of a dwelling house or a dual occupancy on land to which this clause applies if there is a lawfully erected dwelling house or dual occupancy on the land and the dwelling house or dual occupancy to be erected is intended only to replace the existing dwelling house or dual occupancy.

(5) In this clause:

existing holding means land that:

- (a) was a holding on 1 July 2003, and
- (b) is the same holding at the time of lodging a development application under this clause,

whether or not there has been a change in the ownership of the holding since 1 July 2003.

holding means all adjoining land, even if separated by a road, river or railway, held by the same person or persons.

Note. The owner in whose ownership all the land is at the time the application is lodged need not be the same person as the owner in whose ownership all the land was on the stated date.

NOTICE TO PURCHASERS OF LAND IN RURAL AREAS IN DUNGOG SHIRE

Dungog Shire Council supports the right of persons in rural areas to carry out agricultural production using reasonable and practicable measures to avoid environmental harm.

Intending purchasers are advised that agricultural production practised may include some of the following activities and some activities may have implications for occupiers of adjacent land:-

- Logging and milling of timber
- Dairies
- Intensive livestock production (feedlots, piggeries and poultry farms)
- Intensive Agriculture
- Vegetation clearing
- Cultivation and harvesting
- Bush fire hazard reduction burning
- Construction of firebreaks
- Construction of dams, drains and contour banks
- Fencing
- Use of agricultural machinery (tractors, chainsaws, motor bikes etc)
- Pumping and irrigation
- Pesticide spraying
- Aerial spraying
- Animal husbandry practices
- Droving livestock on roads
- Silage production
- Construction of access roads and tracks
- Slashing and mowing vegetation
- Planting of wood lots.

Intending purchasers of land in rural areas may have difficulty with some of these activities or the impact of these activities when they are being carried out on land near their proposed purchase. If so, they should seek independent advice and consider their position.

This notice is not intended to affect the rights of individuals to take action under the common law or legislation.

THIS NOTICE IS PROVIDED FOR INFORMATION PURPOSES ONLY