

Contract for the sale and purchase of land 2022 edition

TERM
vendor's agent
MEANING OF TERM
 First National Real Estate - David Haggarty
 454 High Street MAITLAND, NSW 2320

NSW DAN:
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co-agent
vendor

vendor's solicitor
 Gibbs Lawyers
 8 Brunner Street KURRI KURRI NSW 2327

phone: 02 4937 1433
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ref: 1104183

date for completion 42 days after the contract date (clause 15)
land (address, plan details and title reference)
 47 BALGOWNIE CCT HEDDON GRETA NSW 2321
 Lot 623 DEPOSITED PLAN 1280923
 Folio Identifier 623/1280923

improvements
 VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace storage space
 none other:

attached copies
 documents in the List of Documents as marked or as numbered:
 other documents:

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

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

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

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

buyer's agent

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

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

ChoicesVendor agrees to accept a **deposit-bond** NO yesNominated **Electronic Lodgment Network (ELN)** (clause 4) PEXA**Manual transaction** (clause 30) NO yes

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

Tax information (the parties promise this is correct as far as each party is aware)Land tax is adjustable NO yesGST: Taxable supply NO yes in full yes to an extentMargin scheme will be used in making the taxable supply NO yes

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

 not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b)) by a vendor who is neither registered nor required to be registered for GST (section 9-5(d)) GST-free because the sale is the supply of a going concern under section 38-325 GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make an **GSTRW payment** NO yes (if yes, vendor must provide details)
(GST residential withholding payment)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$Amount must be paid: AT COMPLETION at another time (specify):Is any of the consideration not expressed as an amount in money? NO yes

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

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

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 that is 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 checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" 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 checked="" type="checkbox"/> 15 occupation certificate <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"/> 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"/> 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 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract
<p>Home Building Act 1989</p> <input checked="" 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 SCHEME RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

47 BALGOWRIE
COURT HOUSE
CRENSHAW 2332

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, 1/11th 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 *servicing* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **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.

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**THESE SPECIAL CONDITIONS FORM PART OF THE ANNEXED
CONTRACT FOR SALE**

32. Notwithstanding the provisions of Clauses 6 and 7 hereof the parties expressly agree that any claim for compensation irrespective of amount shall be deemed to be a requisition for the purpose of Clause 8 hereto entitling the Vendor to rescind this Contract and the parties agree that for the purpose of Clause 8.1 the claim for compensation shall be conclusively presumed to constitute reasonable grounds.
33. Without in any way negating limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this clause not been included herein should prior to completion:-
- (a) The purchaser or vendor or any one of them die or become mentally ill then any party hereto may rescind the within Contract by notice in writing and thereupon the within Contract shall be at an end and the provisions of Clause 19 hereof shall apply; or
 - (b) The purchaser be declared bankrupt or enter into any scheme or make any assignment for the benefit of the creditors or being a Company resolve to go into liquidation or have a petition for the winding up of the purchaser presented or enter into any scheme of arrangement with its creditors under the Companies Code (N.S.W.) or should any Liquidator Receiver or Official Manager be appointed in respect of the purchaser then the vendor may by notice in writing rescind this Agreement and the provisions of Clause 19 hereof shall apply.
34. The purchaser hereby warrants that he has not been introduced to the property by the efforts, whether direct or indirect, of any commission agent except as shown on the front page hereof and shall indemnify and save harmless the vendor in respect of any suit, action, claim or demand made or brought by any commission agent claiming commission arising from any such introduction in breach of this warranty, and this Clause shall not merge on completion hereof.
35. The Purchaser acknowledges having inspected and examined or caused to be inspected and examined the property, the improvements and the annexures to this Contract and agrees that:
- (a) The terms and conditions set out in this agreement contain the entire agreement as concluded between the parties as at the date hereof notwithstanding any negotiations or discussions held or documents signed or brochures produced or statements made prior to the execution hereof and the purchaser expressly acknowledges that it has not been induced to enter into this agreement by any representation verbal or otherwise made by or on behalf of the vendor which is not set out in the body of this agreement or the Schedules or Annexures hereto.
 - (b) In entering into this Agreement it has not relied upon any warranty or representation made or any other conduct engaged in by the vendor or any person or body corporate on behalf of the vendor except such as are expressly provided herein but has relied entirely upon its own enquiries relating to and inspection of the property AND the purchaser further acknowledges that (subject to any statutory overriding rights to the contrary available to the purchaser which are either not capable of exclusion at law or are capable of exclusion but which are not expressly or by implication excluded under this agreement) the purchaser accepts the property and chattels and things included in this agreement in their present condition and state of repair and subject to all defects (if any) whether latent or patent (including without limitation the existence of asbestos or asbestos related substances, or any other environmental hazard or contaminant, in or at or affecting the property). If there is a television wall bracket or shelving or

picture hooks or any other fixed item on the walls of the property, the Vendor will not be required to make good any holes in the walls from the removal of those items, and the Purchaser will make no requisition or claim in that regard.

- (c) Without limiting the generality of 33(b) that neither the vendor nor anyone on behalf of the vendor has made any representation or warranty upon which the purchaser relies as to the fitness or suitability for any particular purpose, development, redevelopment or otherwise in respect of the property of the land or improvements or any part thereof or of any financial return or income to be derived therefrom.
36. (a) Despite any rule of law or equity to the contrary, the Vendor and the Purchaser agree that any Notice to Complete given by either party to the other party under this contract shall be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.
- (b) In the event that the Vendor issues a Notice to Complete pursuant to clause 15 then the Purchaser agrees to pay the sum of \$500.00 inclusive of GST to the Vendor's solicitor on completion to reimburse the Vendor for the value of additional work to be done by the Vendor's solicitor in relation to the issue of the Notice to Complete and attending to matters relating to late completion. This clause does not affect any other Vendor's rights against the Purchaser including the right to recover any other damages. Payment of this sum is an essential term of this agreement.
37. Breach of statutory warranty by Vendor:
- (a) If the Purchaser discovers that the Vendor has breached any warranty implied by the Conveyancing (Sale of Land) Regulation 2017, the Purchaser must, within 7 days of discovering that breach, notify the Vendor in writing of that breach.
 - (b) If the Vendor breaches any warranty implied by the Conveyancing (Sale of Land) Regulation 2017, the Vendor may, before completion, serve a notice:
 - i) specifying the breach;
 - ii) requesting the Purchaser to serve a notice irrevocably waiving the breach (Waiver); and
 - iii) indicating that the Vendor intends to rescind this Contract if the Waiver is not served within 14 days of service of the notice.
 - (c) The Vendor may rescind if:
 - (i) The Vendor serves a notice under paragraph (b); and
 - (ii) The Purchaser does not serve the Waiver within the time required under the notice.
 - (d) If the Purchaser serves a Waiver before the Vendor rescinds under paragraph (c), the Vendor is no longer entitled to rescind under paragraph (c).
 - (e) The Purchaser has no claim against the Vendor for breach of any warranty implied by the Conveyancing (Sale of Land) Regulation 2017 other than the right of rescission conferred by that Regulation.
38. In the event that the purchaser fails to complete within the time required by this Agreement due to no default or omission on the part of the vendor then the purchaser shall allow to the vendor on completion hereof an amount on account of damages payable. The parties agree that the amount of such allowance payable by reason of delay in settlement will be calculated at the rate of 10.00% per annum on the whole of the purchase price computed from the day on which settlement should

have been completed in accordance with the terms hereof and calculated on a daily basis until settlement.

The parties further agree that payment of the said amount on account of damages is an essential term of this agreement and the vendor shall not be required to settle unless such amount is paid on completion.

The parties further agree that payment of the amount on account of damages is without prejudice to the vendor's right to commence action for breach of Contract in respect of any loss arising out of the purchaser's breach, but such amount shall be taken into account in assessing damages payable in the action.

39. (a) The Purchaser expressly warrants to the Vendor that it either does not require finance to complete this Contract or, in the event that it requires finance, it holds a current loan approval in an amount and upon terms which it considers fully satisfactory and sufficient to enable completion of this Contract within the time stipulated and upon the terms and conditions set out herein.
- (b) The Purchaser acknowledges that the Vendor relies upon this warranty in entering into this Contract and that the Vendor may enter into further contractual obligations on or after the date of this Contract in reliance upon this warranty.
- (c) The Purchaser further acknowledges that it shall remain liable to the Vendor for all damages arising from breach of this warranty notwithstanding any rights which the Purchaser may have pursuant to the provisions of the Uniform Credit Code including Section 124 thereof.
40. In the event that the vendor has accepted as deposit an amount less than 10% of the purchase price pursuant to this Contract then in such event and if the purchaser commits a default hereunder an amount equal to 10% of the purchase price shall become due and payable notwithstanding that this Agreement is not completed.
- This clause shall not merge on completion and the vendor shall be entitled to sue for recovery of so much of the 10% deposit that remains outstanding as a debt due by the purchaser to the vendor.
41. For the purpose of Clause 5.1 the requisitions or general questions about the property or the title must be in the form of the attached Requisitions on Title.
42. **GUARANTEE**
- 42.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this contract.
- 42.2 The word guarantor means and (being two of the directors of the purchaser or, if the purchaser is a sole director/secretary corporation, the sole director/secretary).
- 42.3 If the guarantor has not signed this clause, the vendor may terminate this contract by serving a notice, but only within 14 days after the contract date.
- 42.4 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor;
- 42.4.1 payment of all money payable by the purchaser under this contract; and
- 42.4.2 the performance of all of the purchaser's other obligations under this contract.
- 42.5 The guarantor:

- 42.5.1 indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and
- 42.5.2 must pay on demand any money due to the vendor under this indemnity.
- 42.6 The guarantor is jointly and separately liable with the purchaser to the vendor for:
 - 42.6.1 the performance by the purchaser of its obligations under this contract; and
 - 42.6.2 any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by; the vendor.
- 42.7 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 clause.
- 42.8 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- 42.9 The guarantor's obligations under this clause are not released, discharge or otherwise affected by:
 - 42.9.1 the granting of any time, waiver, covenant not to sue or other indulgence;
 - 42.9.2. the release or discharge of any person;
 - 42.9.3 an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
 - 42.9.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a court or otherwise;
 - 42.9.5 payment to the vendor including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - 42.9.6 the winding up of the purchaser.
- 42.10 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.
- 42.11 This clause operates as a Deed between the vendor and the guarantor.

EXECUTED as a Deed.
 SIGNED SEALED & DELIVERED by
 In the presence of:-

.....
 Signature of Witness
 Signature

SIGNED SEALED & DELIVERED by
 In the presence of:-

.....
 Signature of Witness
 Signature

43. The purchaser warrants that the purchaser has obtained (or is not required to obtain) any necessary consent or approval from the Foreign Investment Review Board (or any other relevant authority) under the Foreign Acquisitions & Takeovers Act 1975 (Cth) as to the purchase of the property by the purchaser on the terms and conditions set out in this contract. A breach of this warranty entitles the vendor to terminate the contract and the provisions of clause 9 will apply. The purchaser indemnifies the vendor in respect of any claims arising from any breach of this warranty. This special condition does not merge on completion.
44. The purchaser may rescind this contract if the property is within a proclaimed mine subsidence district and the owner of the improvements of the land is not entitled as at the date of this contract to claim compensation from the Mine Subsidence Board in respect to any damage to the land or improvements arising from mine subsidence and written communication from the Mine Subsidence Board to that effect will be conclusive for the purposes of this clause.
45. Where 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 Clause 25 of the printed form is deleted. 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 abstract or prove prior old system title in relation thereto.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

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.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
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 NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative 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 and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal 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 any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and 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?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* 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 (NSW)* 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 (NSW)*.
17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(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 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

Affectations

20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 23.
- (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?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Capacity

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

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. 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.
28. 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.
29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



FOLIO: 623/1280923

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
16/9/2024	5:24 PM	3	14/2/2022

LAND

LOT 623 IN DEPOSITED PLAN 1280923
AT HEDDON GRETA
LOCAL GOVERNMENT AREA CESSNOCK
PARISH OF HEDDON COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1280923

FIRST SCHEDULE

(T AR885978)

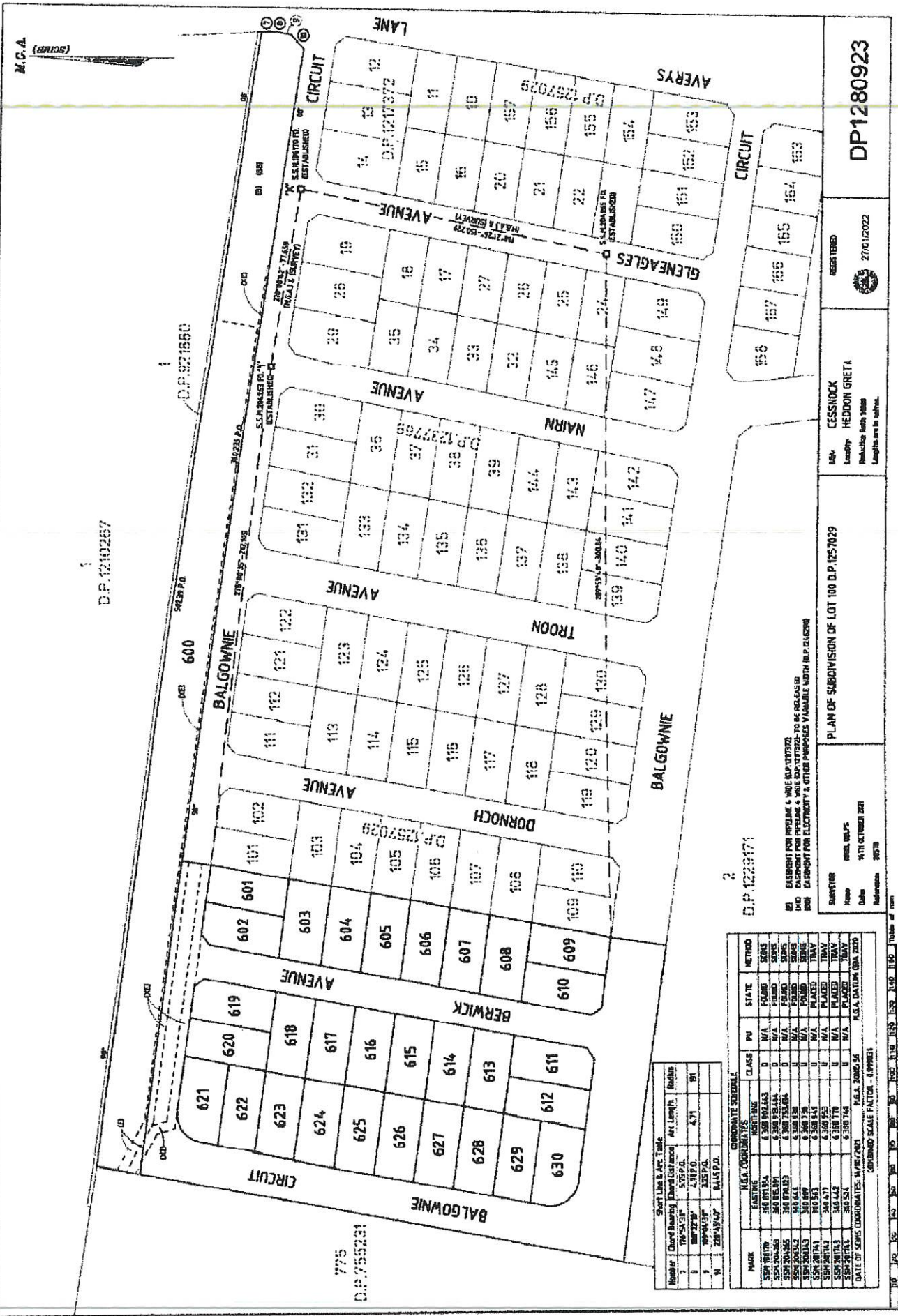
SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT 1989)
- 3 AJ272701 RESTRICTION(S) ON THE USE OF LAND
- 4 DP1280923 RESTRICTION(S) ON THE USE OF LAND
- 5 AR885979 MORTGAGE TO GREATER BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



Sheet 1 of 3 P.C. Table

Number	Chart Number	Block Number	Lot Number	Area (sqm)	Area (sqft)
1	118-54-31	1	1	4.31	91
2	118-54-31	1	2	4.31	91
3	118-54-31	1	3	4.31	91
4	118-54-31	1	4	4.31	91
5	118-54-31	1	5	4.31	91

COORDINATE SCHEDULE

MARK	EASTING	NORTHING	CLASS	PI	STATE	METHOD
SPT 18178	346 071 534	6 358 002 443	D	M/A	FLORIDA	STARS
SPT 20126	346 071 534	6 358 002 443	D	M/A	FLORIDA	STARS
SPT 20127	346 071 534	6 358 002 443	D	M/A	FLORIDA	STARS
SPT 20128	346 071 534	6 358 002 443	D	M/A	FLORIDA	STARS
SPT 20129	346 071 534	6 358 002 443	D	M/A	FLORIDA	STARS
SPT 20130	346 071 534	6 358 002 443	D	M/A	FLORIDA	STARS
SPT 20131	346 071 534	6 358 002 443	D	M/A	FLORIDA	STARS
SPT 20132	346 071 534	6 358 002 443	D	M/A	FLORIDA	STARS
SPT 20133	346 071 534	6 358 002 443	D	M/A	FLORIDA	STARS
SPT 20134	346 071 534	6 358 002 443	D	M/A	FLORIDA	STARS
SPT 20135	346 071 534	6 358 002 443	D	M/A	FLORIDA	STARS
SPT 20136	346 071 534	6 358 002 443	D	M/A	FLORIDA	STARS
SPT 20137	346 071 534	6 358 002 443	D	M/A	FLORIDA	STARS
SPT 20138	346 071 534	6 358 002 443	D	M/A	FLORIDA	STARS
SPT 20139	346 071 534	6 358 002 443	D	M/A	FLORIDA	STARS
SPT 20140	346 071 534	6 358 002 443	D	M/A	FLORIDA	STARS
SPT 20141	346 071 534	6 358 002 443	D	M/A	FLORIDA	STARS
SPT 20142	346 071 534	6 358 002 443	D	M/A	FLORIDA	STARS
SPT 20143	346 071 534	6 358 002 443	D	M/A	FLORIDA	STARS
SPT 20144	346 071 534	6 358 002 443	D	M/A	FLORIDA	STARS
SPT 20145	346 071 534	6 358 002 443	D	M/A	FLORIDA	STARS
SPT 20146	346 071 534	6 358 002 443	D	M/A	FLORIDA	STARS
SPT 20147	346 071 534	6 358 002 443	D	M/A	FLORIDA	STARS
SPT 20148	346 071 534	6 358 002 443	D	M/A	FLORIDA	STARS
SPT 20149	346 071 534	6 358 002 443	D	M/A	FLORIDA	STARS
SPT 20150	346 071 534	6 358 002 443	D	M/A	FLORIDA	STARS

DATE OF SURVEY COORDINATES: 11/18/2021 M.C.A. 2021.25
 M.C.A. DATUM: ODA 2020
 CONTIGUOUS SCALE FACTOR: 1.00001

DP1280923

REGISTERED
 27/10/2022

MAP: CESSNOCK
 LAYOUT: HEDDON GRETA
 PUBLISHING: GUY'S
 LENGTHS: ARE IN METERS

PLAN OF SUBDIVISION OF LOT 100 D.P. 1257029

DATE: 14/11/2021
 TIME: 10:00 AM

DATE OF SURVEY COORDINATES: 11/18/2021
 M.C.A. 2021.25
 M.C.A. DATUM: ODA 2020
 CONTIGUOUS SCALE FACTOR: 1.00001

M.C.A.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

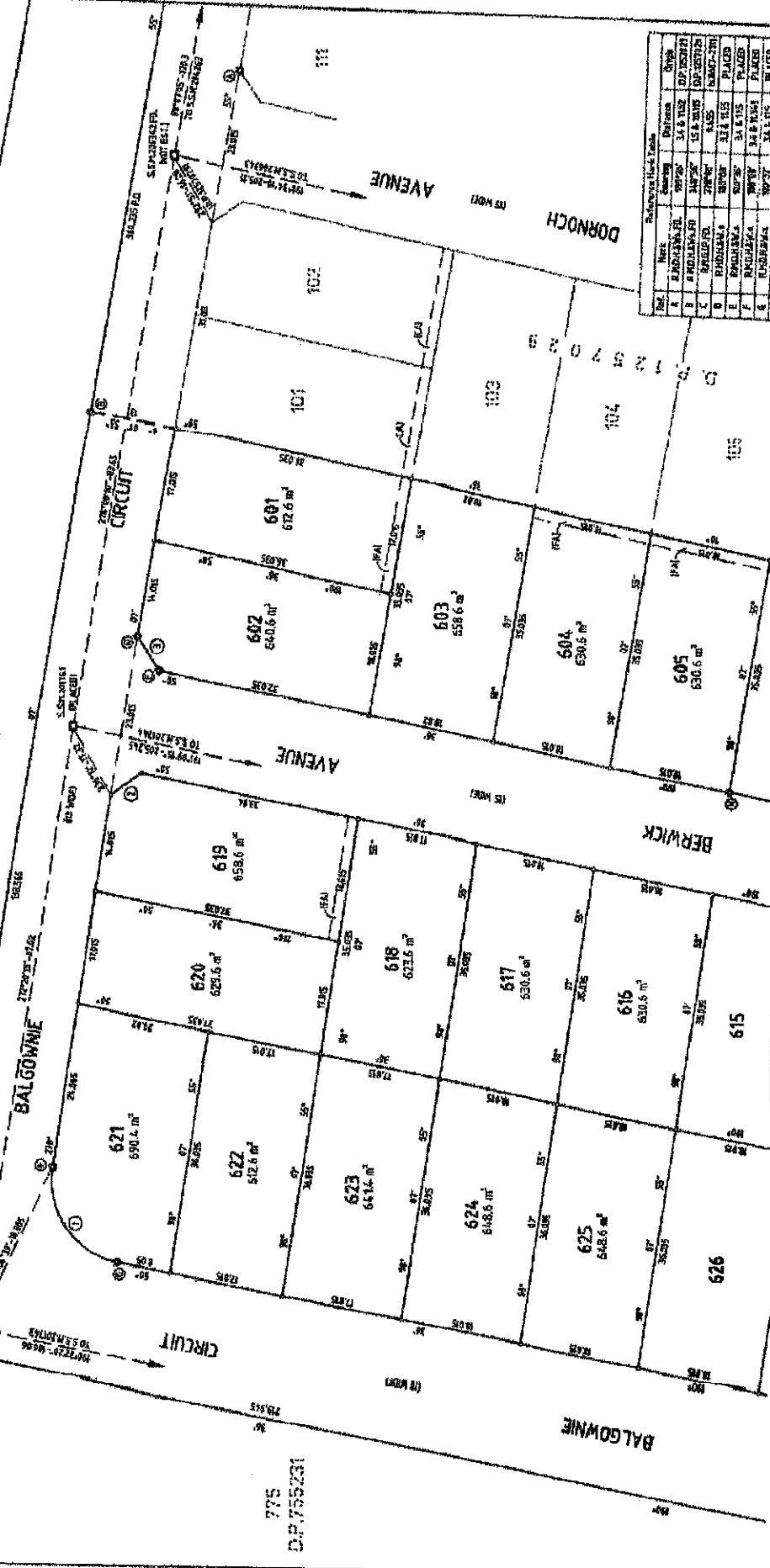
LXBL

SHEET 2 OF 3 SHEETS

D.P. 1210267

Number	City/County	Area (m ²)	Area (sq ft)	Notes
1	234 7733	12.8	138	PLACED
2	234 7733	12.8	138	PLACED
3	234 7733	12.8	138	PLACED

600
1007 HA
BY DESIGN



775
D.P. 755231

Lot	Area (m ²)	Area (sq ft)	Notes
601	672.6	7248	PLACED
602	640.6	6928	PLACED
603	658.6	7108	PLACED
604	630.6	6788	PLACED
605	630.6	6788	PLACED
617	630.6	6788	PLACED
618	631.6	6798	PLACED
619	658.6	7108	PLACED
620	623.6	6728	PLACED
621	690.6	7418	PLACED
622	612.6	6618	PLACED
623	641.6	6928	PLACED
624	648.6	7008	PLACED
625	648.6	7008	PLACED
626	648.6	7008	PLACED

PLAN OF SUBDIVISION OF LOT 100 D.P. 1210267

REGISTERED
270110027

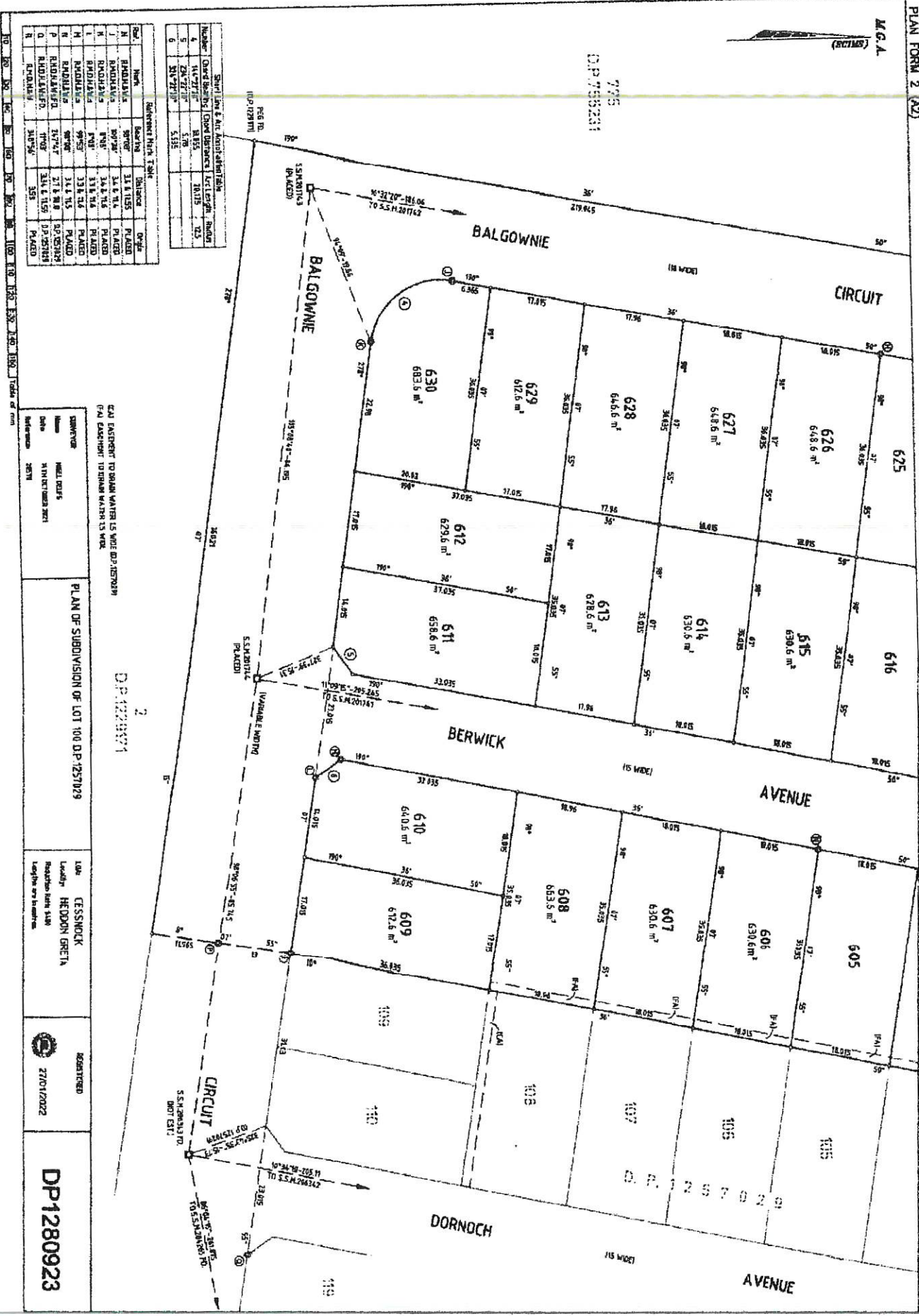
DP1280923

REGISTRATION FOR THE USE OF LAMINATED
AS A BASIS FOR THE USE OF LAMINATED
FOR THE USE OF LAMINATED
FOR THE USE OF LAMINATED

PLAN FORM 2 (A2)

WARNING: CROSSING OR FOLDING WILL LEAD TO REJECTION



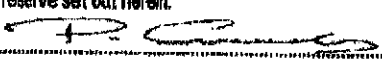
LJML SHEET 3 OF 3 SHEETS




Lot	Area	Remarks
1	626.6 m ²	
2	627.6 m ²	
3	628.6 m ²	
4	629.6 m ²	
5	630.6 m ²	
6	631.6 m ²	
7	632.6 m ²	
8	633.6 m ²	
9	634.6 m ²	
10	635.6 m ²	
11	636.6 m ²	
12	637.6 m ²	
13	638.6 m ²	
14	639.6 m ²	
15	640.6 m ²	
16	641.6 m ²	
17	642.6 m ²	
18	643.6 m ²	
19	644.6 m ²	
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38	663.6 m ²	
39	664.6 m ²	
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96	721.6 m ²	
97	722.6 m ²	
98	723.6 m ²	
99	724.6 m ²	
100	725.6 m ²	

Lot	Area	Remarks
1	626.6 m ²	
2	627.6 m ²	
3	628.6 m ²	
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5	630.6 m ²	
6	631.6 m ²	
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97	722.6 m ²	
98	723.6 m ²	
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Lot	Area	Remarks
1	626.6 m ²	
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5	630.6 m ²	
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85	710.6 m ²	

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 6 sheet(s)	
Office Use Only			Office Use Only		
Registered:  27/01/2022		DP1280923			
Title System: TORRENS					
PLAN OF SUBDIVISION OF LOT 100 D.P.1257029		LGA: CESSNOCK Locality: HEDDON GRETA Parish: HEDDON County: NORTHUMBERLAND			
<p style="text-align: center;">Survey Certificate NIGEL DELFS</p> <p>I, <u>Nigel Delfs</u> of <u>Delfs Lascelles Pty Ltd, 260 Maitland Road Mayfield</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on [] of []</p> <p>*(b) The part of the land shown in the plan ("being" "excluring" "Part of Lot 600") was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, <u>15/10/21</u> the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</p> <p>Datum Line: 'X' - 'Y'..... Type: *Urban/*Rural- The terrain is, *Level-Undulating / *Steep-Mountainous-</p> <p>Signature:  Dated: <u>15/10/21</u></p> <p>Surveyor Identification No: <u>8232</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><small>* 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.</small></p>		<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorized Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>			
		<p style="text-align: center;">Subdivision Certificate Peter Giannopoulos</p> <p>I, <u>Peter Giannopoulos</u> "Authorized Person"/"General Manager"/"Accredited Certifier", certify that the provisions of section 6.16 Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number:</p> <p>Consent Authority: <u>Cessnock City Council</u></p> <p>Date of endorsement: <u>10 November 2021</u></p> <p>Subdivision Certificate number: <u>14/2015/467/5</u></p> <p>File number: <u>8/2015/467/5</u></p> <p><small>* Strike through if inapplicable</small></p>			
Plans used in the preparation of survey/compilation. D.P.1217372 D.P.1237769 D.P.1246298 D.P.1257029		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE BERWICK AVENUE & THE EXTENSION OF BALGOWNIE CIRCUIT TO THE PUBLIC AS PUBLIC ROAD.			
Surveyor's Reference: 20578		Signatures, Seals and Section 86B Statements should appear on PLAN FORM 6A			

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 6 sheet(s)
Registered:  Office Use Only 27/01/2022	Office Use Only DP1280923	
PLAN OF SUBDIVISION OF LOT 100 D.P.1257029		
Subdivision Certificate number : <u>14/2015/467/5</u> Date of Endorsement : <u>10 November 2021</u>		This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 2017• 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.
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:-</p> <ol style="list-style-type: none">1. EASEMENT TO DRAIN WATER 1.5 WIDE (FA)2. RESTRICTION ON THE USE OF LAND <p>TO RELEASE:-</p> <ol style="list-style-type: none">1. EASEMENT FOR PIPELINE 4 WIDE (D.P.1217372)2. RIGHT OF ACCESS VARIABLE WIDTH (D.P.1257029) <p style="text-align: center;">If space is insufficient use additional annexure sheet</p>		
Surveyor's Reference: 20578		

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 6 sheet(s)
Registered: 27/01/2022	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 100 D.P.1257029		<h1>DP1280923</h1>
Subdivision Certificate number : 14/2015/467/5 Date of Endorsement : 10 November 2021		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) SSI Regulation 2017 • 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.

Lot	Street Number	Street Name	Suburb
600		Balgownie Circuit	HEDDON GRETA
601	33	Balgownie Circuit	HEDDON GRETA
602	35	Balgownie Circuit	HEDDON GRETA
603	3	Berwick Avenue	HEDDON GRETA
604	5	Berwick Avenue	HEDDON GRETA
605	7	Berwick Avenue	HEDDON GRETA
606	9	Berwick Avenue	HEDDON GRETA
607	11	Berwick Avenue	HEDDON GRETA
608	13	Berwick Avenue	HEDDON GRETA
609	71	Balgownie Circuit	HEDDON GRETA
610	69	Balgownie Circuit	HEDDON GRETA
611	67	Balgownie Circuit	HEDDON GRETA
612	65	Balgownie Circuit	HEDDON GRETA
613	14	Berwick Avenue	HEDDON GRETA
614	12	Berwick Avenue	HEDDON GRETA
615	10	Berwick Avenue	HEDDON GRETA
616	8	Berwick Avenue	HEDDON GRETA
617	6	Berwick Avenue	HEDDON GRETA
618	4	Berwick Avenue	HEDDON GRETA
619	37	Balgownie Circuit	HEDDON GRETA
620	39	Balgownie Circuit	HEDDON GRETA
621	41	Balgownie Circuit	HEDDON GRETA
622	45	Balgownie Circuit	HEDDON GRETA
623	47	Balgownie Circuit	HEDDON GRETA
624	49	Balgownie Circuit	HEDDON GRETA
625	51	Balgownie Circuit	HEDDON GRETA
626	53	Balgownie Circuit	HEDDON GRETA
627	55	Balgownie Circuit	HEDDON GRETA
628	57	Balgownie Circuit	HEDDON GRETA
629	59	Balgownie Circuit	HEDDON GRETA
630	61	Balgownie Circuit	HEDDON GRETA

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20678

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 4 of 8 sheet(s)
Registered:	Office Use Only 27/01/2022	Office Use Only <h1 style="margin: 0;">DP1280923</h1>
PLAN OF SUBDIVISION OF LOT 100 D.P.1257029		This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals - See 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate number : <u>14/2015/467/5</u> Date of Endorsement : <u>10 November 2021</u>		
<p>EXECUTED by HUNTER LAND) HOLDINGS PTY LIMITED) (A.C.N. 110 974 439)) in accordance with Section 127 of) the Corporations Act)</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p> Name: Graham Robert Burns Position: Director</p> </div> <div style="width: 45%;"> <p> Name: Geoffrey William O'Shea Position: DIRECTOR</p> </div> </div> <p style="margin-top: 20px;">EXECUTED by AVERY'S RISE) INVESTOR PTY LIMITED) (A.C.N. 163 654 813)) in accordance with Section 127 of) the Corporations Act)</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p> Name: CHRISTOPHER SWANSON Position: DIRECTOR</p> </div> <div style="width: 45%;"> <p> Name: GUY ROBINSON Position: DIRECTOR</p> </div> </div>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 20578		

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 5 of 6 sheet(s)
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Registered:  Office Use Only
27/01/2022

Office Use Only

PLAN OF SUBDIVISION OF LOT 100
D.P.1257029

DP1280923

Subdivision Certificate number : 14/2015/467/5
Date of Endorsement : 10 November 2021

This sheet is for the provision of the following information as required:
• A schedule of lots and addresses - See 80(c) SSI Regulation 2017
• 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.

Executed by HUNTER WATER CORPORATION
by its attorney LAURA MARIE HAILS

L.Hails

Pursuant to Power of Attorney Book 4753 No. 921

Signed in my presence by its Attorney
who is personally known to me.

AMY BATTEN

A Hails


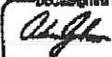

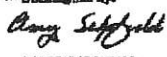
Name of witness (BLOCK LETTERS)
OF 36 HONEY SUCKLEDOR, NEWCASTLE

Signature of witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20578

DocuSign Envelope ID: 64C43FA5-39CC-4B8F-AA74-39F8324DC8A0

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 6 of 6 sheet(s)
Registered:  27/01/2022 <small>Office Use Only</small>	Office Use Only <h1 style="text-align: center;">DP1280923</h1>	
PLAN OF SUBDIVISION OF LOT 100 D.P.1257029		
Subdivision Certificate number : 14/2015/467/5 Date of Endorsement : 10 November 2021		This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 80(c) SSI Regulation 2017 • 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.
<h2>EXECUTED BY REGIONAL AUSTRALIA BANK LTD</h2>		
Executed for and on behalf of Regional Australia Bank Ltd ABN 21 087 650 360 under Power of Attorney dated 2 November 2018 and registered in New South Wales Book 4753 No 811		
<small>Designated by:</small>  Signature of Attorney: Electronic Signature affixed by me Andrew Gahan dated: 17/11/2021 13:34:54 AEDT Name of Attorney: Andrew Gahan - Head of Legal (By executing this instrument the Attorney states that the Attorney has received no notice of the revocation of the Power of Attorney)		
<small>Designated by:</small>  Signature of Attorney: Electronic Signature affixed by me Matt Davis dated: 17/11/2021 08:56:01 AEDT Name of Attorney: Matt Davis - Manager (By executing this instrument the Attorney states that the Attorney has received no notice of the revocation of the Power of Attorney)		
<small>Designated by:</small>  Signature of Witness: Electronic signature affixed by me Amy Schofield dated: 17/11/2021 13:35:56 AEDT Name of Witness: Amy Schofield Address of Witness: Technology Park, 45-50 Madgwick Drive Armidale NSW		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 20578		

DocuSign Envelope ID: 84C43FA6-39CC-4B8F-AA74-39F8324DC6A0

Instrument setting out terms of Easement or Profita a Pendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 1 of 6

Plan: **DP1280923** Plan of Subdivision of Lot 100 D.P.1257029
 Subdivision Certificate Number 14/2016/467/5

Full name and address of the owner of the land:

Hunter Land Holdings Pty Ltd
 (A.C.N. 110 974 439)
 of 1 Hartley Drive, Thornton

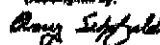
Avery's Rice Investor Pty Ltd
 (A.C.N. 163 664 813)
 c/- 1 Hartley Drive, Thornton

Part 1

Number of item shown in the intention panel on the plan	Identity of easement, profit a pendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide (FA)	601 604 605 606 607 608 619	602 603 603,604 603,604,605 603,604,605,606 603,604,605,606,607 620
2	Restriction on the Use of Land	601-630 inclusive	Every other lot except 600

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit a pendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Pipeline 4 Wide (D.P.1217372) (Area denoted (XE) on Plan)	100/1257029	Hunter Water Corporation ABN 46 228 513 446
2	Right of Access Variable Width (DP.1257029)	100/1257029	Cessnock City Council

DocuSigned by:

 AA0C5033071E493...

Attesting Witness
 Electronic signature affixed by me Army Schofield, dated 17/11/2021 | 13:35:56 AEDT





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Instrument setting out terms of Easement or Profits a Prendre Intended to be created or released and of Restrictions on the User of Land or Positive Covenants Intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 2 of 8

Plan: **DP1280923** Plan of Subdivision of Lot 100 D.P.1257029
Subdivision Certificate Number 14/2015/467/5

Part 2 (Terms)

- 1. Terms of the easement, profit a prendre, restriction, or positive covenant secondly referred to in the abovementioned plan.**

Dwelling houses

- 7.1 No dwelling house may be erected or permitted to remain erected on any lot burdened having a total internal floor area of less than 140 m² exclusive of car accommodation, external landings and patios.
- 7.2 No dwelling house shall be erected or permitted to remain erected on any lot burdened having a roof of other than tiles (terracotta or cement) or non-reflective Colorbond. Untreated zincalume is prohibited.
- 7.3 No existing dwelling house or relocatable type dwelling or existing shed or relocatable type shed shall be partially or wholly moved to, placed on, re-erected or permitted to remain on any lot burdened.



Fencing of common boundaries

- 7.4 No fence shall be erected or permitted to remain between the building line, as fixed by Cessnock Council and the adjoining public road that exceeds 1,200mm in height except on a corner lot where a fence 1,800mm in height is permitted up to and on the boundary of one of the public road frontages.
- 7.5 No fence shall be erected or permitted to remain on any boundary of the lot burdened with a painted or coated surface unless the painted or coated surface is a dark to medium dark colour.
- 7.6 No fence shall be erected on a lot burdened unless it is erected without expense to Hunter Land Holdings Pty Limited & Avery's Rise Investor Pty Limited, its successors and permitted assigns other than Purchasers on sale.

Prohibited activities

- 7.7 No obnoxious, noisy or offensive occupation, trade or business shall be conducted or carried on any lot burdened.
- 7.8 No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other building may be used at any time as residential accommodation on the lot burdened.
- 7.9 No temporary structure, caravan, camper or detached ancillary building may be permitted to remain erected on a lot burdened prior to the issue of an Occupation Certificate for the dwelling house erected on the lot burdened.

DocuSigned by
Amy Schofield
Attesting Witness
Electronic signature annexed by the Amy Schofield, dated 17/11/2021 | 13:35:56 AEDT

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

Sheet 3 of 6

Plan: **DP1280923** Plan of Subdivision of Lot 100 D.P.1257029
Subdivision Certificate Number 14/1019/467/5

- 7.10 No motor truck, lorry or semi-trailer with a load carrying capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened unless the same is being used in connection with the erection of a dwelling on the relevant lot burdened and only prior to occupation of the dwelling.

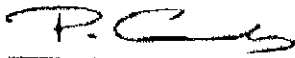
Acknowledgment of Covenants

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

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

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


CESSNOCK CITY COUNCIL by its }
authorised delegate pursuant to s.377 }
Local Government Act 1993 }



Signature of delegate
PETER GIANNOPOULOS

Name of delegate (BLOCK LETTERS)

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



Signature of Witness
WHITNEY WALKER

Name of Witness (BLOCK LETTERS)

62-78 Vincent Street

CESSNOCK NSW 2326


Address of Witness (BLOCK LETTERS)

Instrument setting out terms of Easement or Profits a Prendre Intended to be created or released and of Restrictions on the User of Land or Positive Covenants Intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 4 of 6

Plan: **DP1280923** Plan of Subdivision of Lot 100 D.P.1257029
Subdivision Certificate Number *16/2015/467/5*

Executed by **HUNTER LAND HOLDINGS**
PTY LIMITED (A.C.N. 110 874 439) in
accordance with Section 127 of the Corporations Act:



Director
Print Name:

Graham Robert Burns
Director



Director
Print Name: **Geoffrey William O'Shea**

Executed by **AVERY'S RISE INVESTOR**
PTY LIMITED (A.C.N. 163 654 813) in
accordance with Section 127 of the Corporations Act:



Director
Print Name:

CHRISTOPHER Smedley



Director
Print Name: **GUY ROBINSON**

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

Sheet 5 of 6

Plan: **DP1280923** Plan of Subdivision of Lot 100 D.P.1267028
Subdivision Certificate Number *14/2015/467/5*

Executed by HUNTER WATER CORPORATION
by its attorney *Laura Marie Hails*

L Hails
Pursuant to Power of Attorney Book *4753* No. *921*

Signed in my presence by its Attorney
who is personally known to me.

AMY BATTEN
Name of witness (BLOCK LETTERS)

Abate
Signature of witness

OF 36 HONEY SUCKLE DR, NEWCASTLE

DocuSign Envelope ID: 84C43FA5-39CC-488F-AA74-39F8324DC6A0

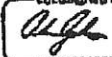
Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919


Sheet 6 of 6

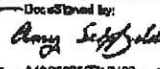
Plan: **DP1280923** Plan of Subdivision of Lot 100 D.P.1257029
Subdivision Certificate Number **14/2019/667/5**

Executed by **REGIONAL AUSTRALIA BANK LTD**

Executed for and on behalf of Regional Australia Bank Ltd ABN 21 087 650 360 under Power of Attorney dated 2 November 2018 and registered in New South Wales Book 4753 No 811


Signature of Attorney: DocuSigned by: Andrew Gahan
Electronic Signature affixed by me Andrew Gahan dated: 17/11/2021 | 13:34:54 AEDT
Name of Attorney: Andrew Gahan - Head of Legal
(By executing this instrument the Attorney states that the Attorney has received no notice of the revocation of the Power of Attorney)


Signature of Attorney: DocuSigned by: Matt Davis
Electronic Signature affixed by me Matt Davis dated: 17/11/2021 | 08:56:01 AEDT
Name of Attorney: Matt Davis - Manager
(By executing this instrument the Attorney states that the Attorney has received no notice of the revocation of the Power of Attorney)


Signature of Witness: DocuSigned by: Amy Schofield
Electronic signature affixed by me Amy Schofield dated: 17/11/2021 | 13:35:56 AEDT
Name of Witness: Amy Schofield
Address of Witness: Technology Park, 45-50 Madgwick Drive Armidale NSW

REGISTERED:  27/01/2022

Substitute for AJ 272701

Substitute dealing
Time: 3:20 pm
Date: 1 July 2015

RESTRICTION OF THE USE OF LAND



New South Wales
Section 88 Conveyancing Act 1919

AJ272701U

IMPORTANT NOTE: Section 88 of the Real Property Act 1900 (RPA) authorises the Registrar General to collect and retain monies payable by this form for the establishment and maintenance of the Real Property Act Register. Section 88B RPA requires that the Register is made available to any person for search upon payment of a fee, if any. *Stamp fee charged*

(A) TENANT'S TITLE

For the servient tenement
Part Lot 80/21623 and Part Lot Auto Consul 24257/166.

Authorised to execute
Priscilla Keitch

(B) REGISTERED BY
REGISTERED

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
28A	LLPN: SAI GLOBAL Property 124247U 124 984 SYDNEY 02 9210 0700	RU
	References: <i>4516322A HUNTER</i>	

17 JUL 2015

(C) APPLICANT

Avery's Rise Investor Pty Ltd ACN 163 654 813 and Hunter Land Holdings Pty Ltd ACN 110 574 439 and Lindsay James George Elliot.

TIME: 1.47

(D) The applicant, being the registered proprietor of the dominant tenement, applies to have a recording made in the Register of a deed of covenant made on *1 July 2015* between the registered proprietor of the servient tenement and the registered proprietor of the dominant tenement a copy of which is annexed hereto marked D.

DATE *1 July 2015*

(E)

Certified correct for the purposes of the Real Property Act 1900 on behalf of the applicant by the person whose signature appears below.

Signature:

Signatory's name:
Signatory's capacity:

Priscilla Keitch
solicitor

EV 146325

(F) CONSENT

See Annexure A under No. _____, hereby consents to this application.

Signature of witness:

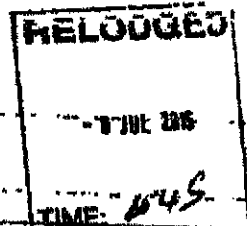
Signature:

Name of witness:

Signatory's name:

Address of witness:

Signatory's capacity:



* s117 RPA requires that you must have known the signatory for more than 12 months or have signed accompanying documentation.
ALL HANDWRITING MUST BE IN BLOCK CAPITALS
Page 1 of 11

Handwritten initials and marks at the bottom of the page.

This is Annexure A to the Restriction on the Use of Land requested by Avery's Rise Investor P/L ACN 163 654 813, Hunter Land Holdings P/L ACN 110 974 489 & Lindsay James Elliott on Part Lot 20/11623 and Part Lot Auto Council 14757/166.

Execution of Mortgage under Mortgage AH916129

Executed by the Mortgagee

Consent: Applicable



Hunter Land Holdings Pty Ltd the Mortgagee

Under Mortgage No AH916129, hereby consents to this application.

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised persons whose signatures appear below pursuant to the authority specified.

Corporation: HUNTER LAND HOLDINGS PTY LTD ACN 110 974 489



Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person: 	Signature of authorised person: 
Name of authorised person: Geoffrey William O'Shea	Name of authorised person: Bradley Stuart Everett
Office held:	Office held:

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised persons whose signatures appear below pursuant to the authority specified.

Corporation: HUNTER LAND HOLDINGS PTY LTD ACN 110 974 489

Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person: 	Signature of authorised person: 
Name of authorised person: Geoffrey William O'Shea	Name of authorised person: Bradley Stuart Everett
Office held:	Office held:

Execution of Mortgage under Mortgage AH916129

Executed by the Mortgagee

Avery's Rise Investor Pty Ltd the Mortgagee

Under Mortgage No AH916129, hereby consents to this application.

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorized persons whose signatures appear below pursuant to the authority specified.

Corporation: AVERY'S RISE INVESTOR PTY LIMITED ACN 706 575 212

Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person: *[Signature]*

Name of authorised person: GUY ROBINSON

Office held: DIRECTOR

Signature of authorised person: *[Signature]*

Name of authorised person: CHRISTOPHER SIBBOLD

Office held: DIRECTOR

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised persons whose signatures appear below pursuant to the authority specified.

Corporation: AVERY'S RISE INVESTOR PTY LTD ACN 163 654 813

Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person: *[Signature]*

Name of authorised person: GUY ROBINSON

Office held: DIRECTOR

Signature of authorised person: *[Signature]*

Name of authorised person: CHRISTOPHER SIBBOLD

Office held: DIRECTOR

DATED: 1 July 2015

Between

Hunter Land Holdings Pty Ltd

And

Kum Golf Club Ltd

And

Avery's Rise Investor Pty Ltd

And

Lindsay James George Elliott

Deed Creating Restriction on the Land

page 4 of 11.

[Handwritten initials and scribbles]

Date *1 July* 2015

Parties

1. The Owner	Name	Kurril Golf Club Ltd
	ACN	661 669 082
	Address (in person)	341 High Street, Maitland NSW 2320
	Postal Address	C/- Tranter Lawyers 341 High Street, Maitland NSW 2320
	Facsimile	(02) 4934 2620
2.	Name	Hunter Land Holdings Pty Ltd
	ACN	118 874 438
	Address (in person)	1 Hartley Drive Thornton NSW 2322
	Postal Address	PO Box 3042 Thornton NSW 2322
3.	Name	Avery's Rise Investor Pty Ltd
	ACN	163 864 813
	Address (in Person)	1 Hartley Drive Thornton NSW 2322
	Postal Address	PO Box 3042 Thornton NSW 2322
4.	Name	Lindsay James George Elliot
	ACN	
	Address (in person)	57 Avery's Lane, Buchanan NSW 2323
	Postal Address	57 Avery's Lane, Buchanan NSW 2323

Parties 2,3 and 4 will be jointly known as the 'Developers'.

Background

- A. The Golf Club is the registered proprietor of Lot 1 of DP448471 and Lot 775 of DP 77523 which is a golf course.
- B. The Developers collectively own the Lots 12 and 13 of DP 755231, which are contained in Auto Consul 14257/185 (Elliot) and Lot 6 of DP 10443 (Hunter Land

15 03 29 Deed of Restriction

Holdings Pty Limited and Avery's Rise Investments Pty Ltd) which is the proposed site for residential development.

Given the proximity of the land owned by the Burdened Party to the Golf Course, golf balls from the Golf Course, may from time to time cause damage to improvements, vehicles, private property or injure persons. The parties have agreed that the Burdened Parties will register a Restriction on their land in favour of the Benefited Party.

Operative part

1 Definitions

1.1 For the purposes of this dealing:-

- a) Benefited Party means the Golf Club.
- b) Burdened Land means the land identified in the attached plan.
- c) Burdened Party means on the date of this deed the Developers however as the land is sold applies to the Developers successors in the more particularly the purchasers of the lots created within the Burdened Land.
- d) "Club" means Kurni Golf Club Ltd ACN 001 059 092;
- e) "Golf Course" means Lot 1 DP 448471 and Lot 775 DP 775201 and includes but is not limited to the Golf Course, golf clubhouse and facilities;
- f) "Golf Course Operator" means any commercial operator of the Golf Course;
- g) "Improvements" means any structures erected on the Lot;
- h) "Inmate" means a person on the Lot with the consent express or implied of an Owner or Occupier;
- i) "Lot" means the lot referred to in the Torrens Title Folio identifier noted in (B) and "excludes any non-residential lots including any roads or drainage reserves created";
- j) "Occupier" means a resident and includes resident Owners, any lessee, licensee or assignee of the Lot;
- k) "Owner" means the Registered Proprietor on title of the Lot or mortgages in possession of the Lot, his successors and assigns;
- l) "Vehicle" means any motorised and non-motorised vehicle whether or not registered and includes but is not limited to motor vehicles, trucks, caravans, trailers, boats and bicycles

Mr L
page 6 of 11

2 Restriction

- 2.1 The Burdened Party must not make any claim for any liability against the Club and for a Golf Course Operator for loss or damage to Improvements, Vehicles, Private Property or Injury to persons caused by golf balls from the Golf course in the Burdened Land whether or not that loss, damage or injury is caused by the negligence of the Club, Golf Course Operator or a third party;
- 2.2 The Burdened Party must not allow the Burdened Land to remain uninsured or be insured (for Public liability insurance) for any less than ten (10) million dollars or such other sum as reasonably required by the Club provided such sum is within insurance industry standards;
- 2.3 The Burdened Party must not allow anyone to access or occupy the Burdened Land without ensuring that any Occupier or their invitee is aware of the restrictions contained in clause 2.2 and 2.3 contained herein;
- 2.4 The Owner and Club agree that this Restriction ceases to apply & may be removed from the Burdened Land if the Club is no longer the Owner of the Golf Course or the Golf Course ceases operation.

3 Assignment and other Dealings

- 3.1 The parties acknowledge that the rights and obligations of the Developer as they relate to the Development Land are assignable. The Owner acknowledges that in the event that the Developer requires a deed detailing assignment, the Owner will enter into such deed substantially on the same terms as this deed amended mutatis mutandis upon a request from the Developer and the Developer agrees to pay the reasonable legal costs of the Owner in entering into such a deed.
- 3.2 The Developer may assign it's part under this deed, in the event of a sale of its interests in the Development, provided that the incoming party enters into a deed whereby they agree to be bound to the same terms as contained in this Deed.

4 General

- 4.1 Each party hereto separately warrants and represent that:
 - (a) it has the legal right, capacity and full power and authority to enter into and perform its obligations under this agreement;
 - (b) this agreement constitutes legal, valid and binding obligations on it and, subject to any requirement for stamping, is enforceable against it in accordance with the terms of this agreement; and
 - (c) the execution, delivery and performance of this agreement by it will not, to the best of its knowledge, breach, contravene or violate any provisions of:
 - (1) any law, regulation, order, rule or decree of any governmental authority;
 - (2) its constitution; or

X
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(3) any agreement, contract, undertaking or other instrument to which it is a party or which is binding on it.

4.2 Each party must promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements recorded in this agreement.

4.3 The contents of this agreement constitute the entire agreement between the parties and supersede any prior negotiations, representations, understandings or arrangements made between the parties regarding the subject matter of this agreement, whether orally or in writing.

4.4 Invalidity

(a) A word or provision must be read down if:

- (1) this agreement is void, voidable, or unenforceable if it is not read down;
- (2) this agreement will not be void, voidable or unenforceable if it is read down; and
- (3) the provision is capable of being read down.

(b) A word or provision must be severed if:

- (1) despite the operation of clause 4.4(a), the provision is void, voidable or unenforceable if it is not severed; and
- (2) this agreement will be void, voidable or unenforceable if it is not severed.

(c) The remainder of this agreement has full effect even if clause 4.4(b)(1) or (2) applies.

4.5 A right or remedy created by this agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

4.6 Governing law and jurisdiction

- (a) The laws applicable in New South Wales govern this agreement.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

4.7 Contra Proferentum

In the interpretation of this document, no rules of construction will apply to the disadvantage of one party on the basis that a party put forward this deed or any part of it.

Executed as a deed

Executed by Kurri Golf Club Ltd
ACN 001 059 052 in accordance with
section 127 of the Corporations Act 2001 (Cth)
by:



Signature of Director

David Parkinson

Print name of Director

Executed by Hunter Land Holdings Pty Ltd
ACN 094 895 093 in accordance with
section 127 of the Corporations Act 2001 (Cth)
by:



Signature of Director

Geoffrey William Oshea

Print name of Director

Executed by Avary's Rise Investor Pty Ltd
ACN 103 854 813 in accordance with
section 127 of the Corporations Act 2001 (Cth)
by:



Signature of Director

Guy Robinson

Print name of Director

Signed sealed and Delivered by Lindsey
James George Elliott in the presence of



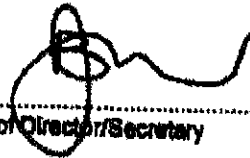
Print name and address of Witness



Signature of Director/Secretary

Shane Lee

Print name of Director/Secretary



Signature of Director/Secretary

Bradley Stewart Everett

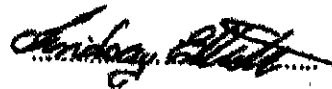
Print name of Director/Secretary



Signature of Director/Secretary

CHRISTOPHER SMEDDON

Print name of Director/Secretary



Schedule 1

The Burdened Land Plan

15 63 20 Cland of Restriction

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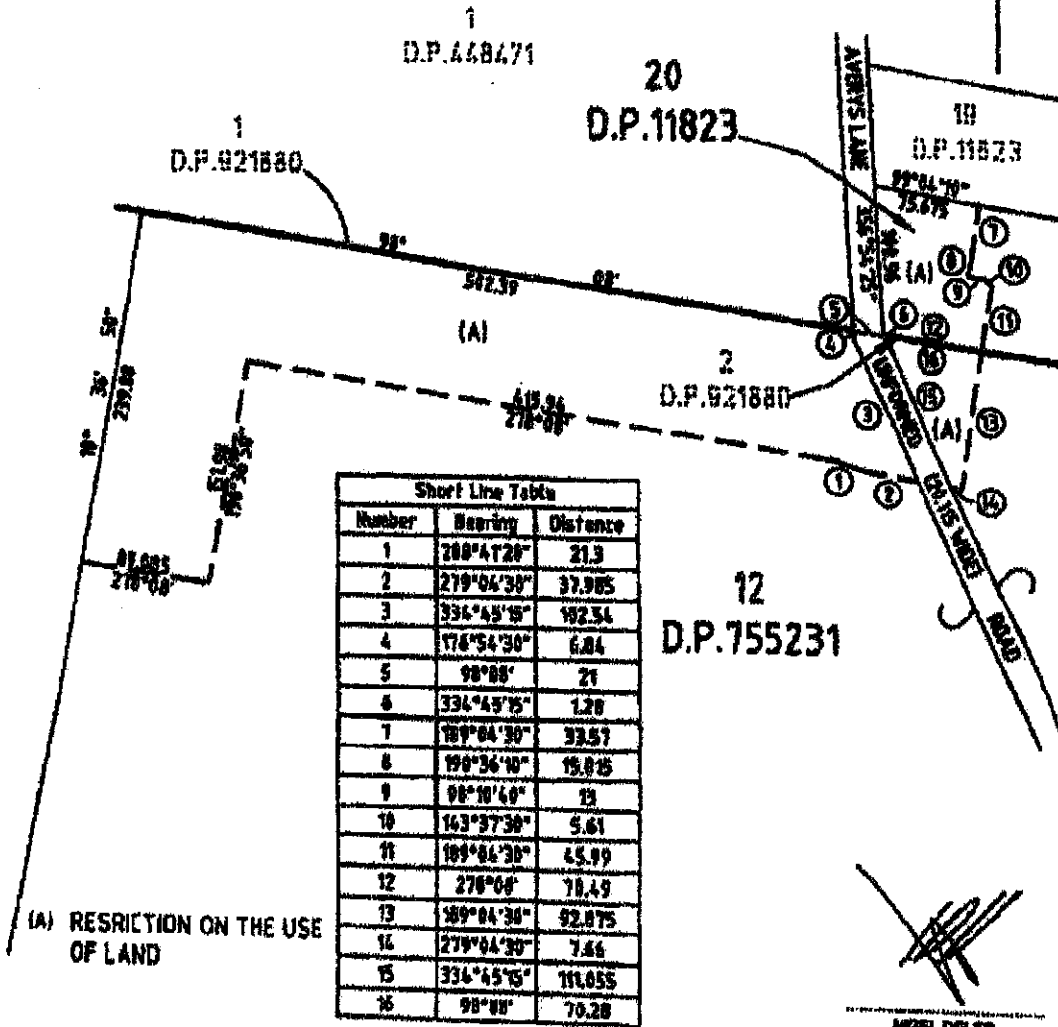
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Ⓟ 2

ANNEXURE "D"
RESTRICTION ON THE USE OF LAND AFFECTING LOT 20 D.P.11823 & LOT 12 D.P.755231

L.G.A.: CEBBNOCK
 LOCALITY: HEDDON GRETA
 SCALE: 1:4000



SIGNATURES

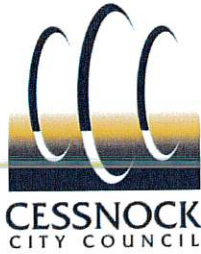
DATE: 07th JANUARY 2015

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10061-ANNEXURE

[Handwritten signatures and initials]



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ISSUED UNDER SECTION 10.7 (2)
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and associated

ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

Info Track
DX 578
SYDNEY .

Applicants Reference
1104183-#145191427#

CERTIFICATE DETAILS

Certificate Number: 2750
Date of Certificate: 17/09/2024

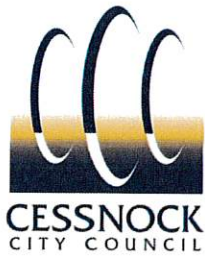
PROPERTY DETAILS

Address: 47 Balgownie Circuit HEDDON GRETA NSW
2321
Title: LOT: 623 DP: 1280923
Parcel No.: 515986

BACKGROUND INFORMATION

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 of the *Environmental Planning and Assessment Act, 1979*.

t 02 4993 4100 f. 02 4993 2500
p: PO Box 152 Cessnock NSW 2325
e: council@cessnock.nsw.gov.au w: www.cessnock.nsw.gov.au
ABN 60 919 148 928



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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

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

State Environmental Planning Policy (Sustainable Buildings) 2022_ relevant to zones _ RU4, RU5, RE1, RE2, E1, E2, E3, E4, MU1, C4, SP1, SP2 & SP3

Chapter 2 _ Standards for residential development _ BASIX

Chapter 3 _ Standards for Non-residential development

Chapter 4 _ Miscellaneous

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 3 _ Hazardous and offensive development

Chapter 4 _ Remediation of land

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

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 2 _ Infrastructure

Chapter 3 _ Educational establishments and child care facilities

State Environmental Planning Policy (Resources and Energy) 2021

Chapter 2 _ Mining, petroleum production and extractive industries

State Environmental Planning Policy (Primary Production) 2021

Chapter 2 _ Primary production and rural development

State Environmental Planning Policy (Planning Systems) 2021

Chapter 2 _ State and regional development

Chapter 4 _ Concurrences and consents

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapter 4 _ Koala habitat protection 2021

State Environmental Planning Policy (Housing) 2021

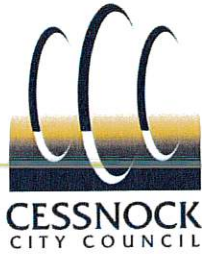
State Environmental Planning Policy (Precincts _ Regional) 2021

Chapter 2 _ State significant precincts

The chapters listed above are those that are applicable to the whole LGA. Please note that other chapters of the state environmental planning policies may apply to particular parcels of land in the LGA.

Local Environmental Plans

Cessnock Local Environmental Plan 2011



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Development Control Plans

Cessnock Development Control Plan 2010

Note: Detailed information on the local environmental plans and State Environmental Planning Policies that are listed in this certificate are available at NSW Legislation – in force website.

- (2) The name of each proposed environmental planning instruments and draft development control plan, which is or has been subject to community consultation or public exhibition under the Environmental Planning and Assessment Act 1979, that will apply to the carrying out of development on the land and:
- (3) Council has been notified that the following Draft State Environmental Planning Policy was placed on public exhibition and may affect land use planning and development in Cessnock:

Draft State Environmental Planning Policies

DRAFT SEPP _ New Sustainable Buildings Incorporating BASIX (in force from 1 October 2023)

DRAFT SEPP _ BASIX Higher Standards – Exhibition 17 November 2021 to 28 February 2022

DRAFT SEPP _ Infrastructure and Education (Amendments) – Exhibition 15 December 2021 to 11 February 2022

DRAFT SEPP _ Infrastructure (amendments)

Amendment _ Changes to Landscape Rehydration Infrastructure Planning Rules – Exhibition 20 December 2021 to 28 February 2022

Amendment _ Electricity generating works or solar energy systems – Exhibition 16 August 2021 to 13 September 2021

Amendment _ Telecommunications and other communication facilities – Exhibition 16 August 2021 to 13 September 2021

DRAFT SEPP _ Infrastructure Planning Rules – Exhibition 20 December 2021 to 28 February 2022

DRAFT SEPP _ Planning Amendments for Agriculture (Agri - tourism) – Exhibition 9 March 2021 to 19 April 2021

DRAFT SEPP _ Fun – Exhibition 29 October 2021 to 30 November 2021

DRAFT SEPP _ Housing EIE Amendments _ Exhibition 22 November 2022 to 19 December 2022

DRAFT SEPP _ The Design and Place _ Exhibition 10 December 2021 to 27 February 2022

Draft Planning Proposal for Local Environmental Plan

DRAFT Planning Proposal _ 18-2020-3-1_ Proposal to implement the changes to the Special Purposes(SP)xzones _ Public Exhibition _ 02-02-2023 _ 02-03-2023.

DRAFT Planning Proposal _ 18-2022-2-1_ Proposal to implement the changes to the Comprehensive Rural Zones review. Public Exhibition _ 14-09-2022 _ 2-10-2022

Draft Planning Proposal _ Cessnock City Council Various Administrative Amendments 2021 _ Public exhibition 30-11-2022 - 18-01-2022



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DRAFT Planning Proposal _ Comprehensive LEP Review _ Environment Zones _ Land Use Table _ 18-2023-5-1 _ Public exhibition _ 31-08-2022 _ 26-10-2022 _ PP2021-7357

DRAFT Planning Proposal _ Comprehensive LEP Review _ Amending Rural Zone Land Uses, Local Objectives and Mapping Anomalies _ 18-2022-2-1 _ Public exhibition _ 14-9-2022 _ 26-10-2022

DRAFT Planning Proposal _ Environmental Lands _ 18 2021 6 1 _ Public exhibition _ 31-08-2022 _ 26-10-2022

Draft Development Control Plan

Draft DCP _ The Vintage _ 57/2020/2/1 _ Public Exhibition _ 30/08/2021 _ 20/09/2021

Draft DCP _ Building Line Policy _ 57/2021/1/1 _ Public Exhibition _ 12/01/2021 _ 10/02/2021

Draft DCP _ Urban Places, Urban Forest Policy and Street Tree Policy _ Public Exhibition _ 22/03/2021 _ 26/04/2021 _ 57/2020/1/1

DRAFT DCP _ Vegetation Chapter _ Public exhibition _ 03/06/2021 _ 30/06/2021 _ 57/2020/2/1

Draft DCP _ Administrative and Legislative Context (replacing Part A Introduction) and E1 Centres (replacing E16 Commercial Precinct and E19 Branxton Town Centre relating to developments in E1 Local Centre, E2 Commercial Centre and MU1 Mixed Use zones) _ 57/2020/2/1 _ Public Exhibition _ 13/09/2023 _ 12/10/2023

Draft DCP _ Parking and Access Subdivision Chapter _ Public Exhibition _ 26/04/2024 _ 24/05/2024

Draft DCP _ E20 Regrowth Kurri Kurri _ Adopted by Council _ Public Exhibition _ 01/05/2024 _ 29/05/2024

DRAFT DCP Chapter _ Access and Parking Review _ 57 2023 2 1 _ Public Exhibition _ 26/4/2024 _ 24/5/2024

DRAFT DCP Chapter _ D1 Subdivision Guidelines _ Public Exhibition _ 26/4/2024 _ 24/5/2024

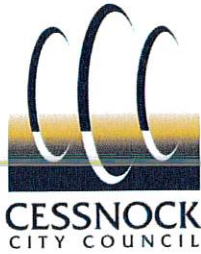
(4) **In this section –**

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

2. Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described –

- (a) the identity of the zone, whether by reference to –
 - (i) a name, such as “Residential Zone” or “Heritage Area”, or



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(ii) a number, such as "Zone No 2 (a)",

R2 Low Density Residential under the Cessnock Local Environmental Plan 2011

- (b) the purposes for which development in the zone –
- (i) may be carried out without development consent, and
 - (ii) may not be carried out except with development consent, and
 - (iii) is prohibited,

R2 Low Density Residential

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Hospitals; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential accommodation; Respite day care centres; Roads; Sewerage systems; Tank-based aquaculture; Water supply systems

4 Prohibited

Multi dwelling housing; Residential flat buildings; Rural workers' dwellings; Shop top housing; Any other development not specified in item 2 or 3

- (c) whether additional permitted uses apply to the land,
No
- (d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,
No
- (e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:
The land is not land that includes or comprises biodiversity conservation under the Biodiversity Conservation Act 2016.
- (f) whether the land is in a conservation area, however described,
The land is not a conservation area under the Cessnock Local Environmental Plan 2011.
- (g) whether an item of environmental heritage, however described, is located on the land.
An item of environmental heritage identified in Cessnock Local Environmental Plan 2011 is not situated on the land.



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3. Contributions plans

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

Cessnock Section 7.12 Levy Contributions Plan 2017.

Cessnock City Wide Local Infrastructure Contributions Plan 2020.

Housing and Productivity Contributions

(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.
 No

4. Complying development

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

The following Complying Development Codes may allow complying development to be carried out on land in the following land uses zones

- Complying Development under (Part 4) **Housing Alterations Code** may be carried out on land within any zone.
- Complying Development under (Part 4A) **General Development Code** may be carried out on land within any zone.
- Complying Development under (Part 5) **Industrial and Business Alterations Code** may be carried out on land within any zone.
- Complying Development under the (Part 6) **Subdivisions Code** may be carried out on land within any zone.
- Complying Development under the (Part 7) **Demolition Code** may be carried out on land within any zone.
- Complying Development under the (Part 8) **Fire Safety Code** may be carried out on land within any zone.

(2) Complying development may not be carried out on the land under each of the following codes for complying development, to the extent and for the reasons stated under clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Housing Code	Complying Development may be carried out on the land under the Housing Code, subject to the development complying with the relevant standards contained within the State Environmental Planning
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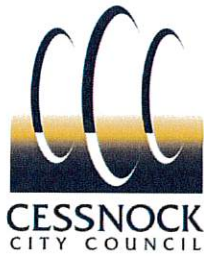


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	Policy (Exempt and Complying Development Codes) 2008.
Rural housing code	Complying Development may not be carried out under the Rural Housing Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Low Rise Housing Diversity Code	Complying Development may be carried out on the land under the Low Rise Housing Diversity Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Greenfield Housing Code	Complying Development may be carried out on the land under the Greenfield Housing Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Housing Alterations Code	Complying Development may be carried out on the land under the Housing Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
General Development Code (Transitional development under former General Housing Code and related provisions)	Complying Development may be carried out on the land under the General Development Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Industrial and Business Alterations Code	Complying Development may be carried out on the land under the Industrial and Business Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Industrial and Business Buildings Code	Complying Development may not be carried out under the Industrial and Business Buildings Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Container Recycling Facilities Code	Complying Development may not be carried out under the Container Recycling Facilities Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Subdivisions Code	Complying Development may be carried out on the land under the Subdivision Code, subject to the development complying with the relevant standards



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	contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Demolition Code	Complying Development may be carried out on the land under the Demolition Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Fire Safety Code	Complying Development may be carried out on the land under the Fire Safety Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Agritourism and Farm Stay Accommodation Code	Complying Development may not be carried out on the land under the Agritourism and Farm Stay Accommodation Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.

5. Exempt Development

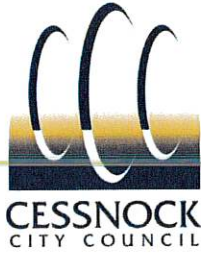
- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1) (b1) -(d) or 1.16A.

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

- Division 1: General Code
- Division 2: Advertising and Signage Code
- Division 3: Temporary Uses and Structures Code
- Division 4: Special Provisions _ COVID 19

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

Biodiversity Conservation Act 2016 and Fisheries Management Act 1994	Exempt Development may not be carried out on land that is a declared area of outstanding biodiversity value under the Biodiversity Conservation Act 2016 or declared critical habitat under Part 7A of the Fisheries Management Act 1994
Wilderness Act 1987	Exempt Development may not be carried out on land that is, or is part of, a wilderness area (within the meaning of Wilderness Act 1987)
Heritage Act 1977	Exempt Development may not be carried out on land that is, or on which there is, an item that is listed on



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	the State Heritage Register under the Heritage Act 1977, or that is subject to an interim heritage order under that Act
Schedule 4 _ Land included from the General Exempt Development Code	Exempt Development may be carried out on land that is described or otherwise identified on a map specified in Schedule 4.
Land within 18 kilometres of Siding Spring Observatory	Exempt Development may not be carried out on Land within 18 kilometres of Siding Spring Observatory
Schedule 11 _ Conditions applying to complying development certificates under the Agritourism and Farm Stay Accommodation Code	Exempt Development may not be carried out on the land under the Agritourism and Farm Stay Accommodation Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.

- (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, and
 - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

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

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

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

6. Affected building notices and building product rectification orders

- (1) Whether the Council is aware that –
- (a) an affected building notice is in force in relation to the land, or
 - (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or
 - (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.
- (2) In this section –



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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*.

There is not an affected building notice, as defined by the Building Product (Safety) Act 2017, in force in respect to the land.

There is not an outstanding building product rectification order, as defined by the Building Products (Safety) Act 2017, in force in respect to the land.

A notice of intent to make a building product rectification order, as defined by the Building Products(Safety) Act 2017, has not been served in respect to the land.

7. Land reserved for acquisition

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

No

8. Road widening and road realignment

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

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

The land is not affected by a road widening or road realignment proposal under:

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

9. Flood related development controls

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

No

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

No

- (3) In this section –



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flood planning area has the same meaning as in the Floodplain Development Manual.

Flood Risk Management Manual means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

Details relating to flood risk and flood planning levels are provided on a flood certificate and flood data application form. See Cessnock City Council's website [Flood Certificate and Flood Data Application Form](#)

Note:

Flood Studies

- Cessnock Citywide Flood Study
- Branxton Flood Level Review WMA Water Final Report
- Floodplain Risk Management Study and Plan Report Cessnock City (Black Creek)
- Hunter River Branxton to Green Rocks Flood Study Final Report
- Wallis and Swamp Creek Flood Study Final Report Volume 1
- Wallis and Swamp Creek Flood Study Final Report Volume 2
- Wollombi Floodplain Risk Management Study & Plan
- Greta Flood Study
- Swamp/Fishery Creek Floodplain Risk Management Study - Final Report

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:

Landslip

No

Bushfire

No

Tidal Inundation

No

Subsidence

No

Acid Sulphate Soils

No

Contamination

Cessnock City Council _ Contaminated Land Policy _ Land Use Planning

Note:

Council has adopted a policy for managing contaminated land. This may restrict development of identified contaminated or potentially contaminated land and is implemented when zoning, development or land use changes are proposed. Consideration of Council's adopted policy and



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section C5 of the Cessnock Development Control Plan along with the provisions of State Environmental Planning Policy (Resilience and Hazards) 2021 is required when changes or development is proposed.

Aircraft Noise

No

Salinity

No

Coastal Hazards

No

Sea Level Rise

No

Any Other Risk (other than flooding)

Cessnock City Council _ Climate Change Policy _ Land Use Planning

(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.

11. Bush fire prone land

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

(2) If none of the land is bush fire prone land, a statement to that effect.

None of the land is bushfire prone land as defined in the Environmental Planning & Assessment Act 1979.

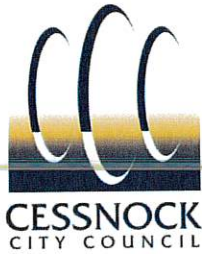
12. Loose-fill asbestos insulation

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

No

13. Mine subsidence

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



PLANNING CERTIFICATE
ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

No

14. Paper subdivision information

- (1) The name of a development plan adopted by a relevant authority that –
- (a) applies to the land, or
 - (b) is proposed to be subject to a ballot.

There is no development plan adopted by a relevant authority that applies to the land of that is proposed to be subject to a consent ballot.

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

There is no subdivision order that applies to the land

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

15. Property vegetation plans

The land is not land to which a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies, only insofar as the Council has been notified of the existence of the plan by the person or body that approved the plan under the Act.

16. Biodiversity stewardship sites

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, but only insofar as the Council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

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

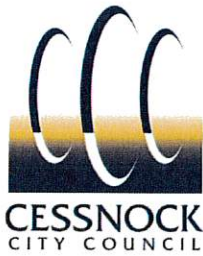
17. Biodiversity certified land

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

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

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

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



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No

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

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

No, the land is not subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services.

(2) In this section –

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

Note –

Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

20. Western Sydney Aerotropolis

The *State Environmental Planning Policy (Precincts—Western Parkland City) 2021* does not apply to land within the Cessnock local government area.

21. Development consent conditions for seniors housing

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

No

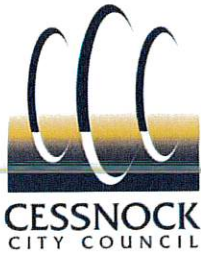
22. Site compatibility certificates and development consent conditions for affordable rental housing

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

(a) the period for which the certificate is current, and

(b) that a copy may be obtained from the Department.

There is not a valid current or former site compatibility verification certificate for affordable rental housing on the land.



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

No, Council is not aware of a condition of a development consent in relation to the land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, Clause 17(1) or 38(1).

Note: Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1). In this section, former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

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

No

- (4) In this section –

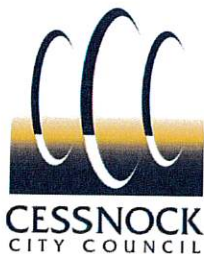
former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

23. Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*, a statement to that effect.

Note: A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

No



PLANNING CERTIFICATE
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and associated
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For further information, please contact Council's Assistant Strategic Planner on 02 4993 4100.

A handwritten signature in black ink, appearing to read "Peter Chrystal", is written over a light blue horizontal line.

Peter Chrystal
Director Planning and Environment



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

47 BALGOWNIE

HEDDON GRETA NSW

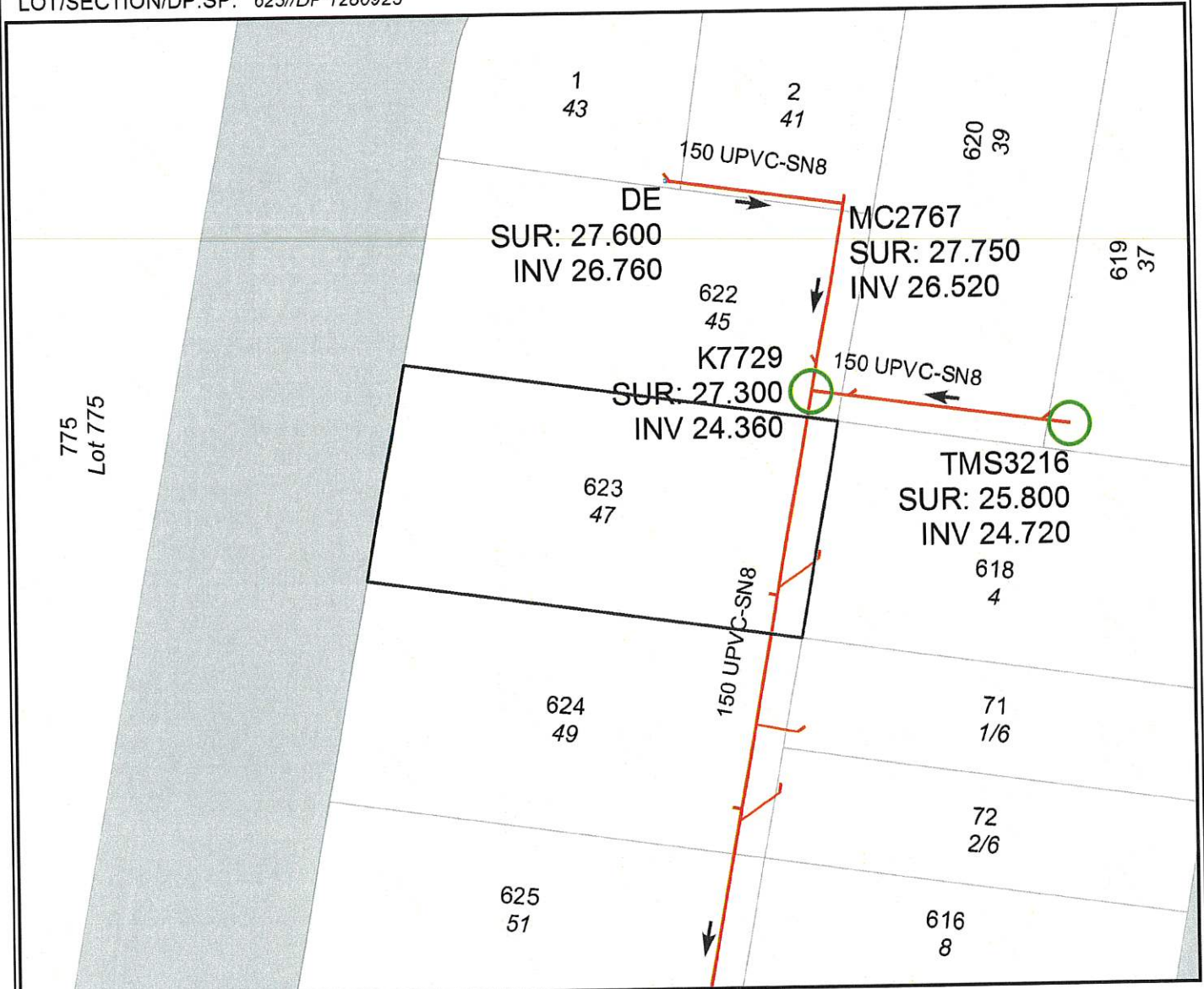
APPLICATION NO.: 2386193

APPLICANT REF: M 1104183

RATEABLE PREMISE NO.: 9999928715

PROPERTY ADDRESS: 47 BALGOWNIE CCT HEDDON GRETA 2321

LOT/SECTION/DP:SP: 623//DP 1280923



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

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

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

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

Date: 16/09/2024

Scale at A4: 1:500

CADASTRAL DATA © LPI OF NSW
CONTOUR DATA © AAMHalch
© Department of Planning

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

Buildcert.

2 December 2022

Subject: Approved Whole Occupation Certificate
Property: 47 Balgownie Circuit, Heddon Greta
Application No: CDC/2342532-A
Description: Dwelling

Please find enclosed the Whole Occupation Certificate for your development at the above property.

Council have been notified of this completion.

Thank you for choosing Buildcert as your Principal Certifier. Please don't hesitate to contact us should you require any of our services in the future.

Yours sincerely



DANE CECCATO

On behalf of Buildcert Certification Pty Ltd - RBC8
Accreditation Body: NSW Fair Trading

Occupation Certificate

Issued in accordance with Sections 6.9 & 6.10 of the Environmental Planning and Assessment Act 1979 & Part 5 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021

Certificate No: CDC/2342532-A

Determination: APPROVED

Property Address: Lot 623 DP 1280923, 47 Balgownie Circuit, HEDDON GRETA NSW 2321

Type of Certificate: WHOLE

Description of Work: Dwelling

BCA Classification: 1a, 10a

STATEMENT

- The health and safety of the occupants of the building have been taken into consideration, and
- A current Development Consent or Complying Development Certificate is in force for the building, and the works are consistent with that consent, and
- If any building work has been carried out, a current Construction Certificate (or Complying Development Certificate) has been issued with respect to the plans and specifications for the building, and
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.

This certificate is issued by:



DANE CECCATO
ACCREDITATION NUMBER: BDC3155

Certificate Determined on:

2 DECEMBER 2022

On behalf of Buildcert Certification Pty Ltd - RBC8
Accreditation Body: NSW Fair Trading

ATTACHMENTS

- Schedule of Critical Stage Inspections



SCHEDULE OF CRITICAL STAGE INSPECTIONS

Property: 47 Balgownie Circuit, Heddon Greta
Application No: CDC/2342532-A
Description: Dwelling

INSPECTION	RESULT	DATE	ACCREDITED CERTIFIER
Pier/Pad	Satisfactory	30/05/2022	Lachlan Herbert
Stormwater Drainage Connections	Satisfactory	1/06/2022	Lachlan Herbert
Trench and Steel	Satisfactory	14/6/2022	Lachlan Herbert
Slab on Ground	Satisfactory	14/06/2022	Lachlan Herbert
Frame	Satisfactory	12/08/2022	Lachlan Herbert
Wet Area Flashing	Satisfactory	31/08/2022	James McHale
Completion Inspection	Satisfactory	1/12/2022	Dane Ceccato

Policy No: HBCF22025112

Policy Date: 09/05/2022

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the *State Insurance and Care Governance Act 2015*.

Period of Insurance The contract of insurance provides cover for both the construction period and the warranty period

In respect of New Single Dwelling Construction

Description of construction as advised by builder^ New single dwelling with attached garage

At 47 Balgownie Circuit
Heddon Greta New South Wales 2321

Site plan number^ NA

Site plan type^ NA

Homeowner

Carried out by G Developments (NSW) Pty Ltd

Licence number 257206C

Builder job number^ N406471

Contract amount^ \$328,358.00

Contract date^ 08/06/2021

Premium paid \$2,995.71

Cost of additional products or services under contract Nil - no additional services

Price (including GST and Stamp Duty) \$3,591.86

Note: The total price does not include any brokerage or other costs to arrange the insurance contract.

***Additional information**

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

There are absolute limits on what you can be paid under this insurance, both in respect of non-completion of the works and as a total policy limit. Please review the policy wording closely for these limits. In summary, the total limit of the policy in any case (including the non-completion of building work, defective building work and any other costs covered by the policy) is \$340,000 per dwelling, with a sub-limit in respect of the non-completion of the building work of 20% of the contract price (as varied). This policy will never pay more than 20% of the contract price (as varied) in respect of the non-completion of building work, and never more than \$340,000 per dwelling for all loss, damage, costs and liabilities covered.

Certificate No: HBCF22025112

Issued on: 09/05/2022

Nathan Agius, General Manager, Underwriting IfNSW & HBCF
Signed on behalf of the insurer

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.