

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>First National Real Estate David Haggarty 454 Hgh Street, Maitland, NSW 2320</b>	<b>Phone: 02 4933 5544</b>
co-agent	<b>Not applicable</b>	
vendor		
vendor's solicitor	<b>BAKER LOVE LAWYERS PTY LTD 30 Dan Rees Street, WALLSEND NSW 2287 PO Box 123, WALLSEND NSW 2287</b>	<b>Phone: (02) 4944 3322 Ref: Conv:BC:65902</b>
date for completion land (address, plan details and title reference)	<b>42nd day after the contract date (clause 15) 29 Moore Street, Cessnock, New South Wales 2325 Registered Plan: Lot 109 Plan DP 13297 Folio Identifier 109/13297</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input checked="" type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input 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."

## SIGNING PAGE

VENDOR	PURCHASER
<p><b>Signed by</b></p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p><b>Signed by</b> 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</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>	<p><b>Signed by</b> 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</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>

**Choices**

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

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

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

## 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 type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 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 <b>Other</b> <input type="checkbox"/> 60
<b>Home Building Act 1989</b> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <b>Swimming Pools Act 1992</b> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

- 1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.**
- 2 EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—**
  - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or**
  - (b) in any other case—the fifth business day after the day on which the contract was made.**
- 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:**

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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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 <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>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"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (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</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;



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

## 9 Purchaser's default

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

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

**13 Goods and services tax (GST)**

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

**14 Adjustments**

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

**15 Date for completion**

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

**16 Completion****• Vendor**

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

**• Purchaser**

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

**17 Possession**

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.



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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

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**THESE ARE THE SPECIAL CONDITIONS IN THE CONTRACT FOR SALE OF LAND  
BETWEEN THE VENDOR AND PURCHASER  
AS SET OUT ON THE FRONT PAGE OF CONTRACT FOR SALE.**

- 33.1 In the construction of this contract except to the extent that such construction would be excluded by or be repugnant to the context:-
- (a) Reference to a "person" shall include a corporation;
  - (b) Words importing the singular or plural number shall also import the plural or singular number respectively; and
  - (c) Words importing the masculine, feminine or neuter gender shall also import the other two genders.
- 33.2 Where there is any inconsistency between the printed contract and these Special Conditions these Special Conditions shall prevail.
- 33.3 This Contract is varied as follows:
- (a) Clause 7.1.1 is deleted;
  - (b) Clause 7.2.6 by replacing "3 months" with "6 weeks".
  - (c) Clause 7.2.6 by adding "and despite Clause 7.2.5 the amount held and all net interest must be paid to the vendor" at the end of the clause;
  - (d) Clauses 10.1.8 and 10.1.9 by substituting "existence" for "substance";
  - (e) Clause 11.2 is deleted;
  - (f) Clause 18 is amended by adding the following clause 18.8: "The purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property".
  - (g) Clause 23.13 is deleted and replaced with "the purchaser must obtain an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at their own expense".
  - (h) Clause 23.14 is deleted.
  - (i) Clause 25.1.1 delete the word "Limited";
  - (j) Clause 25.7 is deleted.
  - (k) Delete Clause 30.11 and replace with the following clause: "If the vendor requires more than five bank or building society cheques, the vendor must pay \$15.00 for each extra bank or building society cheque";
- 34 Completion shall take place:-
- (a) On the date for completion stated on the front page of this Contract PROVIDED THAT if such day is not a business day, then on the first business day after the date for completion stated on the front page of this Contract or such earlier date as the parties may agree (completion date).
  - (b) If the Purchaser does not complete this agreement by the completion date and, at that date the Vendor is ready, willing and able to complete and the Vendor issues a Notice to Complete, the sum of three hundred and thirty dollars (\$330.00) inclusive of GST to cover the legal costs and disbursements incurred by the Vendor's solicitors and drafting and serving a Notice to Complete is to be allowed by the Purchaser as an additional adjustment on completion and it is an essential term of this contract that such payment be so paid.
  - (c) If a party is entitled to provide a Notice to Complete then fourteen (14) days (excluding the date on which the notice is given) is a reasonable period to allow for completion in that notice.
  - (d) The party serving a Notice to Complete reserves the right to:
    - (i) withdraw the notice; and
    - (ii) issue further Notices to Complete.

- 35 If at any time prior to completion the Vendor or Purchaser (or any of them):-
- (a) being an individual die or becomes mentally ill or is declared bankrupt or enters into any scheme or makes any assignment for the benefit of creditors; or
  - (b) being a company is wound up, is placed in liquidation or a Controller (as defined in Section 9 of the *Corporations Act 2001 (Cth)* is appointed to that party
- then either party may at any time thereafter rescind this agreement by notice in writing served upon the other party and in respect of such rescission the terms of Clause 19 shall apply.

- 36 If the Purchaser does not complete this agreement in accordance with Clause 34 and the delay in completion is not caused solely by the Vendor then:-
- (a) The Purchaser shall be liable to the Vendor for damages, for the lost purchase price plus interest on the balance of the purchase price, at the rate of ten per centum (10%) per annum from, but excluding the completion date to and including the date upon which the purchase price and other monies due under this Contract (including, without limitation) interest at cost (including legal costs and disbursements) are satisfied; and
  - (b) Subclause (a) is an essential term of this agreement and will not merge upon completion.
  - (c) The purchaser cannot require the Vendor to complete this contract unless interest is payable under subclause (a) of this contract be paid to the Vendor upon completion.

- 37 Notwithstanding any principle of law to the contrary, the Purchaser shall have the right to make any objection, requisition or claim in respect of:-
- (a) any encroachment onto any adjoining land by any building or structure on the land, other than a dividing fence as defined in the *Dividing Fences Act 1991*; or
  - (b) any encroachment onto the land by any building or structure on any adjoining land, other than a dividing fence as defined in the *Dividing Fences Act 1991*; or
  - (c) any non-compliance with the *Local Government Act 1993*, or any regulation under that Act, in respect of any building or structure on the land;

unless the encroachment or non-compliance is disclosed and clearly described in this contract.

## 38 REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS

38.1 This Contract is the whole agreement between the parties and contains all representations, warranties, promises and agreements of the parties in respect of its subject matter.

38.2 The Purchaser represents and warrants that:

- (a) unless otherwise stated in this Agreement, the Purchaser has not entered into this Agreement in reliance on any express or implied statement, representation, promise or warranty made by the Vendor or on its behalf in respect of any matter relating to the property (including any improvements, fixtures, furnishings, chattels and inclusions) or which has or may have an affect on the property including but not limited to:
  - (i) its suitability for any use (including any restrictions applying to that use);
  - (ii) any financial return or income to be derived from it;
  - (iii) any services or proposed services to the property, being a joint service with another lot, the pipes or connections of any Authority responsible for the provision and maintenance of any services passing through the property.
- (b) the Purchaser relies on the Purchaser's own enquiries in relation to all matters affecting the property, whether or not disclosed in this Agreement.

- (c) Without limitation to any other provision in this Agreement the Purchaser confirms, warrants and acknowledges to the Vendor that the Purchaser has undertaken its own investigations and enquiries in respect of the property prior to entering into this Agreement, and any material or information provided or made available by or on behalf of the Vendor, has been provided for the purpose of assisting the Purchaser in determining the direction of its own independent enquiries into, and independent assessment of the Property, and prior to entering into this Contract the Purchaser has satisfied himself or herself with respect to all matters relating or arising out of those investigations and inspections in respect of the Property;

39 The Purchaser warrants that he was not introduced to the property by any real estate agent other than the vendor's agent (if any) referred to in "vendor's agent" on the front page of this contract and agrees to be responsible for any commission payable by the Vendor as a result of a breach of such warranty. The parties agree that the obligations under this Special Condition shall not merge on completion.

40 Condition 14.1 of this Contract is hereby varied by the addition of the following sentence after the word "liable":-  
The amounts and figures for water consumption furnished by the relevant water rating authority, even if estimated or provisional, shall be conclusive for the purposes of such adjustment.

41 The parties agree that the solicitor or conveyancer acting for them has the authority to make amendments to this Contract on behalf of the party they represent pursuant to the instructions of that party.

42 The Purchaser acknowledges that he is purchasing the property in its present condition and state of repair and enters into this agreement consequent upon his own inspection of the property, improvements and inclusions and subject to any infestation and dilapidation and that the Vendor has not nor has anyone on the Vendor's behalf made any representation with respect to the condition of the property and the Purchaser shall make no objection or requisition or claim for compensation in respect of same.

43 **Tenancy**

If a tenant is currently in occupation of the property and if page 1 of this Contract provides for the vendor to give vacant possession of the property on completion of this contract, then the following provisions will apply:

(a) This Contract is conditional upon the vendor obtaining vacant possession of the property from the tenant. The vendor will forthwith serve a notice on the tenant and will pursue that notice and the obtaining of vacant possession.

(b) In the event that vacant possession is not available within 21 days after the completion date herein, time being of the essence, and if completion of this Contract has not been affected, then either party may rescind this Contract and the provisions of Clause 19 herein will apply.

44 **Auction**

The sale of the property is subject to the right by the Vendor or by any person on behalf of the Vendor or auctioneer to make one (1) bid (and only one (1) bid). The Vendor hereby expressly reserves the right to make one (1) bid at the auction.

45 **Deposit Bond**

(a) The expression "Bond" in this Contract means a Deposit Guarantee Bond issued to the Vendor at the request of the Purchaser by an entity acceptable to the Vendor and the Vendor's sole discretion (either named in this Contract or otherwise agreed between the Vendor and the Purchaser) and in or to the effect of the form set out below.



- (b) The delivery to the Vendor or the Vendor's solicitor of a Bond which subject to (i) and (ii) of this sub-clause, be deemed for the purposes of this Contract to be payment of the guaranteed payment of the amount expressed in the Bond and the following provisions shall apply:
- (i) On completion of this Contract or at such other time as may be provided for the deposit to be accounted for to the Vendor, the Purchaser shall pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed bank cheque, or
  - (ii) If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit, then such service shall operate as a demand upon the Purchaser for payment forthwith of the deposit (or so much thereof as has not been paid) and upon failure of the Purchaser to pay the same within two (2) clear business days of service of such notice the Vendor shall be entitled to demand payment from the Guarantor in accordance with the provisions of the Bond and the provisions of this Contract in relation to the deposit shall then apply as though this Contract had just been made and required payment of the deposit within two (2) clear business days of demand on the Guarantor.

46 **Requisitions on Title**

The purchaser must not raise or make any general requisitions on title pursuant to clause 5 of this Contract except for the accepted Requisitions on Title annexed to this Contract. Nothing in this clause prevents the purchaser from making any specific requisitions in relation to a matter arising out of this Contract except where the Contract precludes the purchaser from making any requisitions.

47 **Extension(s) to Cooling Off Period or Finance Clause**

If a cooling-off period or finance clause applies to this Contract then on each occasion that the purchaser requests an extension thereof and irrespective of whether the request is granted by the vendor, the purchaser must on the sooner of completion or rescission pay a further sum of \$330.00 inclusive of GST for the vendor's additional legal costs associated with dealing with the purchaser's request(s). This fee is agreed by the parties to be a genuine and reasonable pre-estimate of the vendors actual costs. The payment of this fee is an essential term of the completion of this Contract.

48 **Sewer Lines Location Diagram**

The vendor discloses that Hunter Water Corporation will not provide a Sewer Lines Location Diagram for the subject property and the purchaser cannot make any objection, requisition, claim for compensation, rescind or terminate in respect to such disclosure.

49 **Guarantee and Indemnity**

- (a) The persons whose signatures appear at the end of these Special Conditions under the guarantee execution clauses (hereinafter called "the Guarantors") being directors of the Purchaser under this Contract, in consideration of the Vendor having at the Guarantors' request, which request is testified by the Guarantors signatures hereto, agreed to enter into a Contract (hereinafter called "the said Contract") to sell the within Property to the Purchaser, **HEREBY IRREVOCABLY AND UNCONDITIONALLY GUARANTEE** to the Vendor the due and punctual payment by the Purchaser to the Vendor of all sums of money as shall or may at any time or times hereafter become due, owing or payable by the Purchaser to the Vendor under the terms of and/or as a result of the said Contract (hereinafter called "the guaranteed moneys") at the times and in the manner as set out in the said Contract or otherwise on demand **AND** also the due and punctual performance and observance by the Purchaser of all and singular the covenants provisions and stipulations on the part of the Purchaser to be so performed and observed under and pursuant to the said Contract.

**AND IT IS HEREBY AGREED AND DECLARED:-**

- (b) That this Guarantee shall be a continuing guarantee until the whole of the guaranteed moneys are paid and shall be independent of and additional to and in no way affected by any other security instrument or document which the Vendor now holds or hereafter may obtain or hold

for any indebtedness or liability (whether present future direct or contingent matured or unmatured joint or several) of the Purchaser or of the Guarantors to the Vendor.

- (c) That the Vendor may at any time and from time to time grant or agree to grant to the Purchaser any time or other indulgence or consideration and may compound with or release or assent to the winding up of the Purchaser and may wholly or partially release or discharge the Purchaser from any of the terms set out in the said Contract and may vary any of the terms of the said Contract without notice to or the consent of the Guarantors without affecting or discharging the liability of the Guarantors.
- (d) The Guarantors agree and declare that the Vendor shall not be bound at any time to exercise any of its rights under the said Contract or any collateral or other contract and any omission, failure or refusal by the Vendor so to do shall not prejudice, affect, discharge or diminish any of the liabilities of the Guarantors hereunder and the liability of the Guarantors hereunder shall not be affected or discharged by any other laches or mistakes on the part of the Vendor.
- (e) Should the liability of the Guarantors hereunder become merged in any judgment or order then the Guarantors will pay to the Vendor interest at the rate per centum per annum mentioned in the said Contract on the amount owing under such judgment or order from the date thereof until payment.
- (f) If by reason of any statute or any rule of law or for any other reason whatsoever any covenant, term or condition of the said Contract is rendered unenforceable by the Vendor against the Purchaser then the Guarantors for the consideration aforesaid agree hereby at all times to indemnify the Vendor to the full extent in respect of the guarantees moneys or any part thereof which have thereby been rendered unrecoverable by the Vendor from the Purchaser and the Guarantors further indemnify the Vendor against and in respect of any damage, loss, claim, demand, cost, expenses or obligation direct or indirect which the Vendor has or may suffer, incur or sustain.
- (g) The Guarantors for the consideration aforesaid will pay on demand to the Vendor immediately the same becomes or may become due and payable, all or part of the guarantee moneys.
- (h) This Guarantee shall be binding on each of the Guarantors who sign the same notwithstanding that any one or more of the Guarantors named herein may not have signed or may never sign this Guarantee.
- (i) In order to give full effect to the provisions of this Guarantee, the Guarantors declare that the Vendor shall be at liberty to act as though the Guarantors are the principal Debtor and the Guarantors waive all rights either at law or under any Statute that the Guarantors might otherwise be entitled to claim or enforce. Any real property or other property or both owned by the Guarantors is upon a notice or demand hereunder charged and mortgaged and the Vendor has a right to caveat such property.
- (j) Any notice or demand to be given to or made upon the Guarantors by the Vendor hereunder shall be deemed to be fully given or made if the same be in writing and be signed by the Vendor or the Manager or Acting Manager for the time being of the Vendor or any Attorney or the Vendor or by its Solicitors.
- (k) The Guarantors do not execute this instrument as a result of or by reason of any promise, representation, statement or information of any nature or kind whatsoever given or offered to them by or on behalf of the Vendor whether in answer to any inquiry by or on behalf of the Guarantors or not.
- (l) This Guarantee shall not be determined by the death or winding up of the Guarantors or any of them.
- (m) This Guarantee, being given for valuable consideration, is irrevocable until the said Contract has been fully performed and carried into effect by the Purchaser.
- (n) That except to the extent that such interpretation shall be excluded by or be repugnant to the context whenever the same is used herein the word "Guarantors" shall mean and include the

Guarantors, their executors, administrators and assigns or (in the case of a Company) such Guarantor and its successors and assigns and when two or more Guarantors are parties hereto shall mean and include every person and company who or which is a Guarantor and each or any of them, their, his or its assigns and the executors and administrators or successors of each Guarantor and when two or more Guarantors are parties to this Guarantee and the obligations and agreements on their part herein contained or implied shall bind them and every two or greater number of them jointly and each of them severally; and the expression "the Vendor" shall mean and include the Vendor, its successors and assigns, words importing the singular number or plural number shall be deemed to include the plural number and the singular number respectively and words importing any gender shall include every gender; and reference in case to a corporation to winding up shall include Official Management Receivership or Scheme of Arrangement.

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

Certified correct for the purposes of the Real Property Act 1900 by the Guarantor

Signature of the Guarantor: \_\_\_\_\_

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

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

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

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

Certified correct for the purposes of the Real Property Act 1900 by the Guarantor

Signature of the Guarantor: \_\_\_\_\_

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

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

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

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Daniel John Beaven & Rosie Katherine Beaven  
Purchaser:  
Property: 29 Moore Street, Cessnock  
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*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
  - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
  - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

### Title

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

### Adjustments

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

### Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
  - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?

- (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
  17. If a swimming pool is included in the property:
    - (a) when did construction of the swimming pool commence?
    - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
    - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
    - (d) are there any outstanding notices or orders?
  18.
    - (a) To whom do the boundary fences belong?
    - (b) Are there any party walls?
    - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
    - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
    - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

**Affectations**

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
  - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
  - (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
  - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
  - (e) any realignment or proposed realignment of any road adjoining the property?
  - (f) any contamination?
22.
  - (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - (b) If so, do any of the connections for such services pass through any adjoining land?
  - (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

**Capacity**

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

**Requisitions and transfer**

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



FOLIO: 109/13297

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
4/3/2025	9:44 AM	8	15/12/2023

LAND

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LOT 109 IN DEPOSITED PLAN 13297  
 AT CESSNOCK  
 LOCAL GOVERNMENT AREA CESSNOCK  
 PARISH OF POKOLBIN COUNTY OF NORTHUMBERLAND  
 TITLE DIAGRAM DP13297

FIRST SCHEDULE

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AS JOINT TENANTS (T AT697218)

SECOND SCHEDULE (3 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 B406480 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- 3 AT697219 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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

Shire of Cessnock  
B1923009 20.03.25  
(Subst. Plan 12.625)  
LGA: CESSNOCK

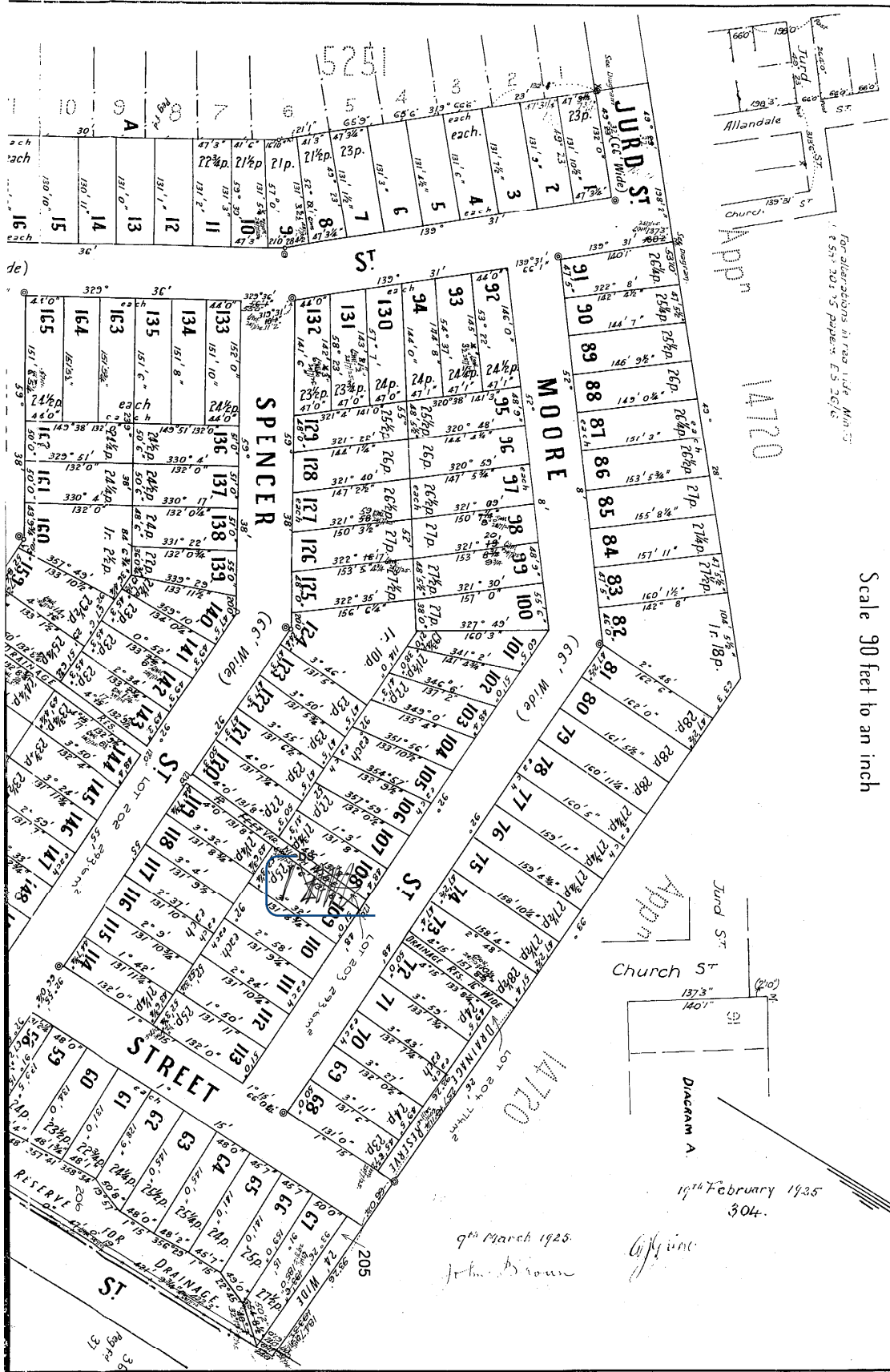
Of Subdivision of Part of Appn 14720  
Cessnock City Subdivision

PARISH OF POKOLBIN  
COUNTY OF NORTHUMBERLAND

PLAN

DP 13297

Scale 90 feet to an inch



Datum line of Kymuth A-8

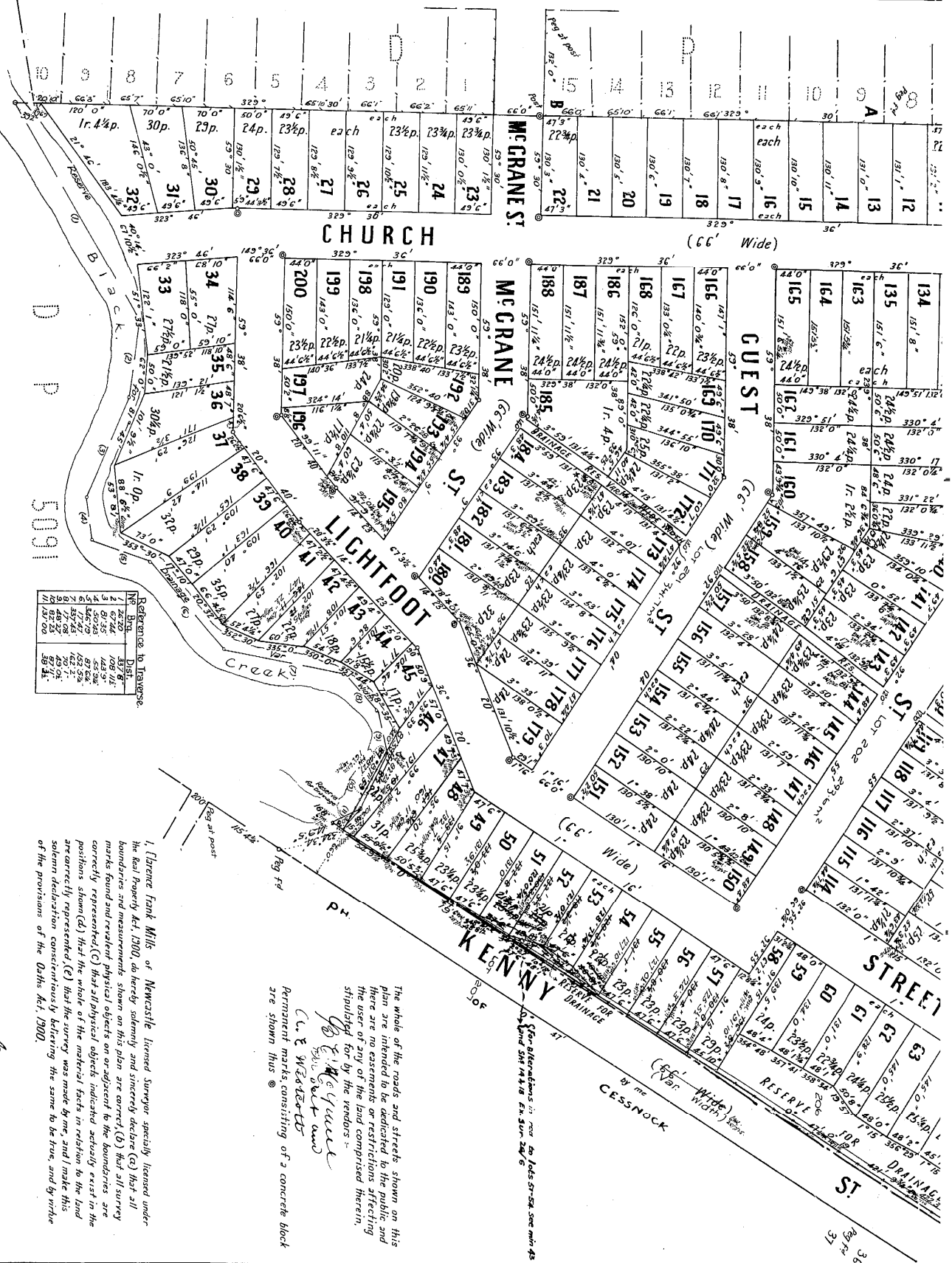
**DP 13297**

Subscribed and declared before me at Newcastle  
 this 3<sup>rd</sup> day of June AD 1925

*[Signature]*  
 J. P.

Date of Survey 1<sup>st</sup> Nov 1924

*[Signature]*  
 Licensed Surveyor



Reference to Transverse

No.	Dist.	Bearing
1	26.20	S 87° 15' E
2	67.42	S 87° 15' E
3	108.11	S 87° 15' E
4	50.24	S 87° 15' E
5	146.79	S 87° 15' E
6	37.45	S 87° 15' E
7	45.74	S 87° 15' E
8	40.21	S 87° 15' E
9	49.08	S 87° 15' E
10	47.55	S 87° 15' E
11	37.00	S 87° 15' E

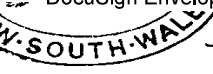
The whole of the roads and streets shown on this plan are intended to be dedicated to the public and there are no easements or restrictions affecting the user of any of the land comprised therein, stipulated for by the vendors.

*C. E. Waterhouse*  
*[Signature]*  
 Permanent marks, consisting of a concrete block are shown thus ©

I, Clarence Frank Mills of Newcastle licensed Surveyor specially licensed under the Real Property Act, 1900, do hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct, (b) that all survey marks found and revealed physical objects on or adjacent to the boundaries are correctly represented, (c) that all physical objects indicated actually exist in the positions shown, (d) that the whole of the material facts in relation to the land herein represented, (e) that the survey was made by me, and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act, 1900.







Stamking. 10/1-

**B406480S**

13/9/26

**A10926K**

**I, BERNARD EUGENE McGRANE** of Rose Bay **DEE RYMAN** and **ALBERT EDWARD WESTCOTT** of Cessnock Solicitor

being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of **FIFTY FIVE POUNDS** (£55-- ) (the receipt whereof is hereby acknowledged) paid to us by

**EDWIN THOMAS PRINCE** of Cessnock Salesman

**B 406480**

**B 406480**

do hereby transfer to the said transferee ALL suchour Estate and Interest in ALL THE land mentioned in the schedule following:—

(a)	County.	Parish.	State if Whole or Part.	* Vol.	Fol.
	Northumberland	Pokolbin	part	3817	110 111
AND BEING Lot 109 on Deposited Plan No. 13297.					

And the transferee covenants with the transferror

RESERVING to the Transferrors all mines beds and seams of coal and other minerals and all metals other than those reserved in the original grant of the ~~said~~ land <sup>above described</sup> and being in and under the said land and in and under all roads streets lanes and rights of way or access shown on ~~the said~~ Deposited Plan with all powers rights and easements for the purpose of working getting and carrying away from adjoining lands or otherwise all such coal and other minerals and metals.

**ENCUMBRANCES, &c., REFERRED TO:\***

Reservation of mines of gold and of silver.

Signed at Cessnock the seventh day of September 1926.

Signed in my presence by the transferror

WHO IS PERSONALLY KNOWN TO ME

B. H. Ryan

\*Signed Articled clerk to A. E. Westcott,  
Cessnock.

B. E. McGrane  
Transferror \*

†Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

B. H. Ryan  
Articled clerk to A. E. Westcott  
Cessnock.

E. T. Prince  
Transferee.

If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

Alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.





# PLANNING CERTIFICATE

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

Info Track  
DX 578  
SYDNEY .

Applicants Reference  
65902-#156597567#

## CERTIFICATE DETAILS

Certificate Number: 574  
Date of Certificate: 04/03/2025

## PROPERTY DETAILS

Address: 29 Moore Street CESSNOCK NSW 2325  
Title: LOT: 109 DP: 13297  
Parcel No: 5724

## 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



# PLANNING CERTIFICATE

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

## 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](#)



# PLANNING CERTIFICATE

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and associated  
**ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021**

## 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

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

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)zones \_ 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

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



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**ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**  
and associated  
**ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021**

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

Draft Waste Management DCP, Waste Management Guidelines & DCP Dictionary Amendments \_ 57 2023 11 1 \_ 5/11/2024 \_ 3/12/2024

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

(4) **In this section –**

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

Draft Cessnock Local Environmental Plan 2011 \_ Amendment No.34 \_ Notification Date 10 June 2022 \_ 18 2019 1 1 \_ Reclassification and Rezoning of Various Council Land

Draft Cessnock Local Environmental Plan 2011 \_ Amendment No. 35 \_ 18 2020 2 1 \_ Notification Date 21 October 2022 \_ Administrative amendments.

Draft Cessnock Local Environmental Plan 2011 \_ Amendment No. 36 \_ 18 2020 3 1 \_ Notification Date 2 June 2023 \_ Recreation Lands (ORIGINALLY ALLOCATED TO HYDRO - Refer to Map Only Amendment No 4)

Draft Cessnock Local Environmental Plan 2011 \_ Amendment No. 37 \_ 18 2021 3 1 \_ Notification Date 17 February 2023 \_ Wills Hill Road - Heritage Listing.

Draft Cessnock Local Environmental Plan 2011 \_ Amendment No. 38 \_ 18 2021 6 1 \_ Notification Date 16 June 2023 \_ Environmental Zones (text only) amendments.

Draft Cessnock Local Environmental Plan 2011 \_ Amendment No. 39 \_ 18 2022 3 1 \_ Notification Date 15 December 2023 \_ Lovedale Integrated Tourist Development.

Draft Cessnock Local Environmental Plan 2011 \_ Amendment No. 40 \_ 18 2022 2 1 \_ Notification Date 13 October 2023 \_ Rural Zones.

Draft Cessnock Local Environmental Plan 2011 \_ Amendment No. 41 \_ 18 2020 5 1 \_ Notification Date 4 August 2023 \_ 0 Blackhill Road, Black Hill - Additional Permitted Use for a Dwelling.

Draft Cessnock Local Environmental Plan 2011 \_ Amendment No. 42 \_ 18 2022 4 1 \_ Notification Date 24 May 2023 \_ Section 3.22 Heritage Amendments.



# PLANNING CERTIFICATE

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**ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**  
and associated  
**ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021**

Draft Cessnock Local Environmental Plan 2011 \_ Amendment No. 43 \_ 18 2023 8 1 \_  
Notification Date 4 August 2023 \_ Removal of Clause 7.11B from 49B Aberdare Road  
Aberdare.

Draft Cessnock Local Environmental Plan 2011 \_ Map Amendment No. 1 \_ 18 2017 6 1 \_  
Notification Date 6 August 2021 \_ 17 Branxton Street, Greta.

Draft Cessnock Local Environmental Plan 2011 \_ Map Amendment No. 2 \_ 18 2020 1 1 \_ 39  
Pinchen Street and 8 Kerlew Street, Nulkaba

Draft Cessnock Local Environmental Plan 2011 \_ Map Amendment No. 3 \_ 18 2021 7 1 \_  
Notification Date 9 September 2022 \_ Cessnock Commercial Precinct.

Draft Cessnock Local Environmental Plan 2011 \_ Map Amendment No. 4 \_ 18 2015 2 1 \_  
Notification Date 16 December 2022 \_ Hydro Kurri Kurri.

Draft Cessnock Local Environmental Plan 2011 \_ Map Amendment No. 5 \_ 18 2020 4 1 \_  
Notification Date 30 June 2023 \_ 259 & 261 Averys Lane Buchanan (LSZ, LZN & URA)  
(originally allocated to Black Hill - Refer to Amendmnet No. 41).

Draft Cessnock Local Environmental Plan 2011 \_ Map Amendment No. 6 \_ RN20 956 \_  
Notification Date 26 April 2023 \_ Employment Zones Reforms.

Draft Cessnock Local Environmental Plan 2011 \_ Map Amendment No. 7 \_ 18 2022 9 1 \_  
Notification Date 9 June 2023 \_ Employment Zones Reforms S.3.22 Amendment (Originally  
allocated to Hydro Part A - refer to MOA No.8.

Draft Cessnock Local Environmental Plan 2011 \_ Map Amendment No. 8 \_ 18 2015 2 1 \_  
Notification Date 16 June 2023 \_ Hydro Kurri Kurri (Part A - land above PMF excluded from  
Amendment No 4).

Draft Cessnock Local Environmental Plan 2011 \_ Map Amendment No. 9 \_ 18 2020 3 1 \_  
Notification Date 25 August 2023 \_ Special Purposes (Various).

Draft Cessnock Local Environmental Plan 2011 \_ Map Amendment No. 10 \_ 18 2015 2 1 \_  
Notification Date 24 May 2024 \_ Hydro Kurri Kurri (Part B - land above PMF excluded from  
Amendment No. 4 and 8.

Draft Cessnock Local Environmental Plan 2011 \_ Map Amendment No. 11 \_ 18 2024 5 1 \_  
Notification Date 16 August 2024 \_ Split Zoning 3.22 Zone Boundary Adjustment.

Draft Cessnock Local Environmental Plan 2011 \_ Map Amendment No. 12 \_ 18 2022 9 1 \_  
Notification Date 20 September 2024 \_ Conversion of LEP PDF maps to Digital Mapping.

Draft Cessnock Local Environmental Plan 2011 \_ Map Amendment No. 13 \_ PP-2024-2402 \_  
Notification Date 6 December 2024 \_ applies to land on and surrounding Kurri Kurri Aquatic  
Centre \_ Lot 1 DP1153680 and Lot 1 DP1166822. Zoning change from C2 Environmental  
Conservation to RE1 Public Recreation.

Draft Cessnock Local Environmental Plan 2011 \_ Amendment No. 44 \_ PP-2023-1184 \_  
Notification Date 13 December 2024 \_ Lot 5, DP239505, 406 Wilderness Road, Lovedale -  
additional permitted use of "depot" as permitted with development consent, if the depot is used  
for the purposes of a balloon tourism business.





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**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
  - (ii) a number, such as “Zone No 2 (a)”,

R3 Medium 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,

R3 Medium Density Residential

1 Permitted without consent

Home occupations

2 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Funeral homes; Group homes; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Respite day care centres; Roads; Seniors housing; Serviced apartments; Sewerage systems; Tank-based aquaculture; Any other development not specified in item 1 or 2

3 Prohibited

Agriculture; Air transport facilities; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Pond-based aquaculture Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential flat buildings; Restricted premises; Rural industries; Rural workers’ dwellings; Service stations; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Wharf or boating facilities; Wholesale supplies

- (c) whether additional permitted uses apply to the land,  
No



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- (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.

**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.



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- 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*.

<b>Housing Code</b>	Complying Development may be carried out under the Housing Code where it meets the requirements of Clause 3.5 Complying development on flood control lots contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
<b>Rural housing code</b>	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.
<b>Low Rise Housing Diversity Code</b>	Complying Development may be carried out under the Low Rise Housing Diversity Code where it meets the requirements of Clause 3B.5 Complying development on flood control lots contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
<b>Greenfield Housing Code</b>	Complying Development may not be carried out under the Greenfield Housing Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
<b>Housing Alterations Code</b>	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.
<b>General Development Code</b> (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.
<b>Industrial and Business Alterations Code</b>	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.
<b>Industrial and Business Buildings</b>	Complying Development may not be carried out



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<b>Code</b>	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.
<b>Container Recycling Facilities Code</b>	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.
<b>Subdivisions Code</b>	Complying Development may be carried out on the land under the Subdivision Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
<b>Demolition Code</b>	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.
<b>Fire Safety Code</b>	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.
<b>Agritourism and Farm Stay Accommodation Code</b>	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.
- (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.

<b>Biodiversity Conservation Act 2016 and Fisheries Management Act 1994</b>	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
<b>Wilderness Act 1987</b>	Exempt Development may not be carried out on land that is, or is part of, a wilderness area (within the

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	meaning of Wilderness Act 1987)
<b>Heritage Act 1977</b>	Exempt Development may not be carried out on land that is, or on which there is, an item that is listed on the State Heritage Register under the Heritage Act 1977, or that is subject to an interim heritage order under that Act
<b>Schedule 4 _ Land included from the General Exempt Development Code</b>	Exempt Development may be carried out on land that is described or otherwise identified on a map specified in Schedule 4.
<b>Land within 18 kilometres of Siding Spring Observatory</b>	Exempt Development may not be carried out on Land within 18 kilometres of Siding Spring Observatory
<b>Schedule 11 _ Conditions applying to complying development certificates under the Agritourism and Farm Stay Accommodation Code</b>	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 –

**affected building notice** has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4.



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**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.

Yes

- (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.

Yes

- (3) In this section –

**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.



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**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 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.



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**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

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*.

No





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## 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.

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



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*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.

(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).



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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

**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**



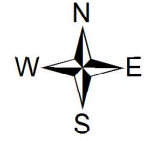
# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SERVICE LOCATION PLAN

Enquiries: 1300 657 657

### APPLICANT'S DETAILS



InfoTrack  
29 MOORE  
CESSNOCK NSW

APPLICATION NO.: 2129654  
APPLICANT REF: M 3264  
RATEABLE PREMISE NO.: 8452200548

PROPERTY ADDRESS: 29 MOORE ST CESSNOCK 2325  
LOT/SECTION/DP:SP: 109//DP 13297



SEWER POSITION APPROXIMATE ONLY.  
SUBJECT PROPERTY BOLD.  
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: 26/10/2023

Scale at A4: 1:500

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