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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Capital One Real Estate, Gorokan 86 Wallarah Road GOROKAN, NSW 2263	**phone**: 4392 8828 **email**: paige@capitalone.com.au
co-agent		
vendor		
vendor's solicitor	GMS Legal & Conveyancing 38 Canton Beach Road TOUKLEY NSW 2263	**phone**: 02 4397 2233 **email**: melissa@gmslegal.com.au **ref**: 240698
date for completion	56 days after the contract date	(clause 15)
land (address, plan details and title reference)	20 OXFORD DR LAKE HAVEN NSW 2263 Lot 2 DEPOSITED PLAN 838996 Folio Identifier 2/838996	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions

☒ air conditioning	☒ clothes line	☒ fixed floor coverings	☒ range hood
☒ blinds	☐ curtains	☒ insect screens	☐ solar panels
☒ built-in wardrobes	☐ dishwasher	☒ light fittings	☒ stove
☒ ceiling fans	☐ EV charger	☐ pool equipment	☒ TV antenna

☒ other: remote control garage door & remote, smoke alarms, water tank

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."

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SIGNING PAGE

VENDOR	**PURCHASER**
Signed by Amy Elizabeth Anstey _____ Vendor _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser
VENDOR (COMPANY)	**PURCHASER (COMPANY)**
Signed by Amy Elizabeth Anstey in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Name of authorised person _____ Office held _____ Signature of authorised person _____ Name of authorised person _____ Office held	**Signed** by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Name of authorised person _____ Office held _____ Signature of authorised person _____ Name of authorised person _____ Office held

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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):

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List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☒ 9 sewer lines location diagram (sewerage service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 occupation certificate
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 licence benefiting the land
- ☐ 19 old system document
- ☐ 20 Crown purchase statement of account
- ☐ 21 building management statement
- ☐ 22 form of requisitions
- ☐ 23 *clearance certificate*
- ☐ 24 land tax certificate

Home Building Act 1989

- ☐ 25 insurance certificate
- ☐ 26 brochure or warning
- ☐ 27 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 28 certificate of compliance
- ☐ 29 evidence of registration
- ☐ 30 relevant occupation certificate
- ☐ 31 certificate of non-compliance
- ☐ 32 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 33 property certificate for strata common property
- ☐ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract or statement
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development or management contract or statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate under Strata Schemes Management Act 2015
- ☐ 57 information certificate under Community Land Management Act 2021
- ☐ 58 disclosure statement - off the plan contract
- ☐ 59 other document relevant to the off the plan contract

Other

- ☐ 60

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

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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.

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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.

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WARNINGS

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

APA Group	**NSW Department of Education**
Australian Taxation Office	**NSW Fair Trading**
Council	**Owner of adjoining land**
County Council	**Privacy**
Department of Planning and Environment	**Public Works Advisory**
Department of Primary Industries	**Subsidence Advisory NSW**
Electricity and gas	**Telecommunications**
Land and Housing Corporation	**Transport for NSW**
Local Land Services	**Water, sewerage or drainage authority**

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.

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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 –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* 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.

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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*.

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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 *serving* 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 *serving* 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*.

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8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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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.

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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).

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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.

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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.

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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.

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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 earnt 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.

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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.

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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.

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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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RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Amy Elizabeth Anstey
Purchaser:
Property: **20 OXFORD DRIVE, LAKE HAVEN**
Dated: 23 August 2024

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 /948 (NSW).* If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW):*
   (a) has either the vendor or any predecessor or the tenant applied to the NS\V Civil and Administrative Tribunal for an order?
   (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)?* If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
   (a) to what year has a return been made?
   (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)* at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
   (a) Have the provisions of the *Local Government Act (NSW),* the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
   (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
   (c) Has the vendor a Building Information Certificate of 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 (as referred to in the former sl09C of the Environmental Planning and Assessment Act) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

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(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 or any alternative indemnity product under the *Home Building Act 1989 (NSW)*

17.
(a) 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?
(b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?

18. If a swimming pool is included in the sale:
(a) did its installation or construction commence before or after l August 1990?
(b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSH?* and *Local Government Act 1993 (NSW)?*
(c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
(d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
(e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
(f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

19.
(a) To whom do the boundary fences belong?
(b) Are there any party walls?
(c) If the answer to Requisition l9(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 199I (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)?*

Affectations/Benefits

20.
(a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
(i) whether there are any existing breaches by any party to it;
(ii) whether there are any matters in dispute; and
(iii) whether the licensor holds any deposit, bond or guarantee.
(b) In relation to such licence:
(i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
(ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

21. Is the vendor aware of:
(a) any road, drain, sewer or storm water channel which intersects or runs through the land?
(b) any dedication to or use by the public of any right of way or other easement over any part of the land?
(c) any latent defects in the Property?

22. Has the vendor any notice or knowledge that the Property is affected by the following:
(a) any resumption or acquisition or proposed resumption or acquisition?
(b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
(c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
(d) any sum due to any local or public authority? If so, it must be paid prior to completion.
(e) any realignment or proposed realignment of any road adjoining the Property?
(f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?

23.
(a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
(b) If so, do any of the connections for such services pass through any adjoining land?
(c) Do any service connections for any other Property pass through the Property?

24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Capacity

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

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract sufficient to enable the purchaser to make any RW payment.
28. 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.
29. If the vendor has or is entitled to have possession of the title deeds the Ce1tificatc Authentication Code must be provided 7 days prior to settlement.
30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
31. The purchaser reserves the right to make further requisitions prior to completion.
32. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date

SPECIAL CONDITIONS

33. **DEPOSIT BY INSTALMENTS**
Notwithstanding Deposit clause 2.2, the purchaser must pay the deposit as follows:

1. 0.25% of the price on the contract date; and

2. the balance on or before 5pm on the 5th *business day* after the contract date, or such other date as agreed by the vendor.

34. **REDUCED DEPOSIT**
In the event that the deposit amount paid by the purchaser is less than 10per centum (10%) of the purchase price, then the balance of the 10% deposit must be paid immediately on service of the vendor's notice to complete or if no such notice has been served, then on completion.

35. **NOTICE TO COMPLETE**
In the event that this Contract is not completed strictly by the nominated completion date either party shall forthwith be entitled by notice in writing served on the other party:-

(i) to require the other party to complete this Contract within any period of not less than fourteen (14) days after service of such notice;
(ii) to make time of the essence of this Contract both at law and in equity in respect of either or both of the stipulations referred to in paragraph (i) above; and
(iii) the parties acknowledge that any notice as aforesaid shall be valid for all purposes both at law and in equity and that the time limit or limits therein specified shall be reasonable and of the essence of this Contract both at law and in equity and neither party shall be entitled to make an objection or requisition in respect thereof.

36. **FAULTS AND DEFECTS**
The Purchaser acknowledges the property is being purchased in its present state and condition of repair, and with any defects as regards construction or repair of any improvements thereon, and subject to any infestation and dilapidation and as a result of the Purchaser's own inspection. The Purchaser further acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise in respect of the property or any part thereof or any improvements thereon, other than as expressly set out in this agreement.

37. **REPRESENTATIONS**
Subject to the provisions of Section 52A of the Conveyancing Act, 1919, as amended, it is hereby agreed and declared that the Purchaser has not entered into this Contract as a result of any representation, whether oral or in writing, by the Vendor or anyone on his behalf, other than as is set forth in this Contract, and the Purchaser acknowledges that he has made all such enquiries and investigations as he deems appropriate prior to entering into this Contract.

38. **SOLICITOR/CONVEYANCER AUTHORITY**
The parties agree that the Solicitor or Conveyancer acting for them have the authority to make amendments to this contract on behalf of the party they represent pursuant to the instructions of that party.

39. **INTEREST FOR LATE SETTLEMENT**
(i) If the price or any part of the price is not paid by the purchaser to the vendor on the completion date, then (in addition to all other remedies available to the vendor) that part of the price not paid is to carry interest calculated at the rate of eight (8%) per centum per annum computed from the completion date until the actual date of payment to the vendor.
(ii) The purchaser does not have to pay interest during any period that completion does not occur only because the vendor is unable or unwilling to complete.
(iii) The purchaser cannot require the vendor to complete unless interest payable under clause 39 (i) is paid to the vendor on completion.

40. **ADDITIONAL LEGAL COSTS**
If the Purchaser does not complete this contract by the later of the Completion Date and, at the date the vendor is ready, willing and able to complete, the sum of two hundred and seventy five ($275.00) (inclusive of GST) to cover legal costs and disbursements incurred by the vendor's solicitors as a consequence of the delay and, as a genuine pre-estimate of those additional expenses, 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.

41. **REAL ESTATE AGENT**

The Purchaser warrants that he was not introduced to the property or the Vendor by any Agent other than the Agent named as "the Vendor's Agent" on the front page of this Contract (if any) and should any agent other than the Agent so named make any claim for commission against the Vendor in respect of this sale by virtue of a breach of such warranty the Purchaser shall indemnify the Vendor against such claim and should such claim be successful the Purchaser shall forthwith pay the amount of commission together with any costs incurred. This warranty shall ensure for the benefit of the Vendor, his executors and administrators and shall not merge on completion of this Contract.

42. **RELEASE OF DEPOSIT**

Notwithstanding Clause 2 hereof the Purchaser acknowledges and hereby authorises the Vendor's agent or solicitor to release such amount of the deposit as is required by the Vendor for the use as deposit by the Vendor on the purchase of any property in New South Wales or for the payment of stamp duty. This clause shall not prejudice the rights of the Purchaser in the event of his lawful rescission of this Contract and the Vendor shall refund to the Purchaser the whole of the deposit within one (1) month after such rescission. The Vendor warrants that he will not authorise to further release this deposit to any such vendor on his purchase transaction.

43. **KEYS**

Upon completion the vendor will provide the purchaser with such keys as are necessary for the purchaser to enter the improvements and all remaining keys to the improvements which are in the vendor's possession. The purchaser will make no objection, requisition or claim for compensation with respect to the availability or otherwise of any other keys to the improvements.

44. **DEATH, etc of Party**

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party hereto at law or in equity had this clause not been included. It is agreed that should **Amy Elizabeth Anstey** or either of the purchaser's (if more than one), prior to completion:-

(a) die or become mentally ill (as defined in the Mental Health Act 1958) then either party may rescind this contract by notice in writing whereupon provisions of clause 19 hereof shall apply; or

(b) enter into any scheme or make any assignment for the benefit of the creditors, or being a company resolve to go into liquidation or enter into any scheme or arrangement with its creditors under the Corporations Law, 1990 or should any liquidator, receiver or official manager be appointed in respect of the party, then that party shall be deemed to be permanently in default of any essential condition hereof.

45. **GOODS AND SERVICE TAX (GST)**

(a) The purchaser will pay to the vendor, in addition to the purchase price and any other monies payable under this Contract, any and all Tax and/or impost (generally referred to as **Goods and Service Tax** "GST") that the Australian Government may or will impose upon the vendor pursuant to the provisions of this Contract. This clause shall not merge on completion.

(b) i. The vendor warrants that the property is residential premises under the GST Act.

ii. The purchaser warrants that the property will be used predominantly for residential accommodation.

iii. The purchaser will indemnify the vendor against any liability to pay GST arising from a breach of this warranty.

This right continues after completion.

46. **REQUISITIONS ON TITLE**

For the purpose of Clause 5.1, the requisitions or general questions about the property or title must be in the form of the attached requisitions.

47. **CONDITIONS OF SALE BY AUCTION**

If the property is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002:*

(i) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:

(a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
(b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
(c) The highest bidder is the purchaser, subject to any reserve price.
(d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
(e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
(f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for on or on behalf of another person.
(g) A bid cannot be made or accepted after the fall of the hammer.
(h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

(ii) The following conditions, in addition to those prescribed by subclause (i), are prescribed as applicable to and in respect of the sale of auction of a residential property or rural land:

(a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
(b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
(c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

48. **DEPOSIT GUARANTEE**

If the vendor agrees to accept a deposit bond, the following applies:

48.1 The word Guarantee means the Deposit Guarantee or Deposit Bond issued to the vendor at the request of the purchaser by the guarantor.

48.2 The delivery of the original Guarantee no later than the time the deposit is required to be paid under this contract to the vendor's representative or to the person nominated in this contract to hold the deposit as stakeholder shall, to the extent of the amount guaranteed under the Guarantee, be deemed to be payment of the deposit in accordance with this contract.

48.3 On completion of this contract, the purchaser shall pay to the vendor, in addition to all other monies payable under this contract, the amount stipulated in the Guarantee, either by way of cash or unendorsed bank cheque.

48.4 If the vendor serves on the purchaser a notice of termination, then to the extent that the amount has not already been paid by the guarantor under the Guarantee, the purchaser shall immediately pay the deposit (or so much of the deposit as has not been paid) to the Vendor's solicitor or other person nominated in this contract to hold the deposit.

48.5 Payment by the guarantor under the Guarantee shall, to the extent of the amount paid, satisfy the purchaser's obligation to pay the deposit under the previous paragraph.

48.6 If this contract is for any reason not completed on or before the date which is 28 days before the expiry date (if any) of the guarantee, then the purchaser shall on or before the day 28 days before the expiry date of the guarantee, pay to the deposit holder the deposit (or so much thereof as has not been paid). This is an essential term of the contract breach of which shall entitle the vendor to

terminate the contract and exercise the vendor's rights (inter alia) to require payment of the deposit from the guarantor.

48.7 Should the vendor agree to accept a copy of the guarantee on the making of this contract it is an essential condition of this contract that the purchaser must deliver to the vendor's solicitors the original Guarantee. If the original guarantee is not delivered as aforesaid within 3 business days after the date of making of this contract the deposit shall be deemed to be unpaid.

49. EXECUTION BY ELECTRONIC MEANS ACCEPTABLE

49.1 This Contract shall be entered into by and becomes binding on the parties named in the Contract upon each party signing the Contract and emailing a copy of it to the other party, or to the other party's agent or solicitor.

49.2 The parties agree that following execution of the email copy of the Contract, they shall execute and exchange original copies of the Contract.

50. ERROR IN ADJUSTMENTS

Each party agrees that if on completion any adjustment made (or allowed to be made) under this contract is overlooked or incorrectly calculated, then either party upon being requested by the other party must immediately make the correct calculation and pay any such amount outstanding. This clause shall not merge on completion.

51. POWER OF ATTORNEY

The contract will be signed by the attorney, pursuant to Power of Attorney

LAND REGISTRY SERVICES

Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/838996

SEARCH DATE	TIME	EDITION NO	DATE
23/8/2024	11:11 AM	4	22/8/2024

LAND

LOT 2 IN DEPOSITED PLAN 838996
AT GOROKAN
LOCAL GOVERNMENT AREA CENTRAL COAST
PARISH OF MUNMORAH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP838996

FIRST SCHEDULE

AMY ELIZABETH ANSTEY (ND AU355348)

SECOND SCHEDULE (6 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 B453074 LAND EXCLUDES MINERALS
3 EASEMENT(S) APPURTENANT TO THE LAND ABOVE DESCRIBED CREATED BY:
DP740657 EASEMENT TO DRAIN WATER 5 WIDE
DP814833 EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE
DP740657 EASEMENT TO DRAIN WATER 3 WIDE & VARIABLE
DP816698 EASEMENT TO DRAIN WATER 2, 3, 4 WIDE & VARIABLE
4 EASEMENT(S) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM CREATED BY:
DP816698 EASEMENT TO DRAIN WATER 2, 3, 4 WIDE & VARIABLE
5 DP816698 RESTRICTION(S) ON THE USE OF LAND
6 DP838996 EASEMENT TO DRAIN WATER 3.4 WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

240618 PRINTED ON 23/8/2024

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

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Received: 23/08/2024 11:11:57

PLAN FORM 1 — Plan Drawing only to appear in this space — *OFFICE USE ONLY

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

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

1) EASEMENT TO DRAIN WATER 3.4 WIDE & VARIABLE WIDTH

Jon Carey
Joy Carey

WESTPAC BANKING CORPORATION ARBN 007457141 BY ITS ATTORNEY RICHARD DIRK BIK UNDER POWER OF ATTORNEY NO 538 BOOK 4005

OFFICER IN CHARGE CENTRAL COAST REGIONAL SECURITIES CENTRE
20TH APRIL 1994

ANGELO STANITSELLAS
WITNESSED BY
BANK OFFICER

Crown Lands Office Approval

PLAN APPROVED .....
Authorised Officer
Land District .....
Paper No. .....
Field Book ..... pages .....

Council ~~Clerk's~~ Certificate

I hereby certify that —

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

~~*(b) the requirements of †Part 3 Division 2 of the Water Board Act 1987, or † Part 5 Division 7 of the Hunter Water Board (Corporatisation) Act 1991,~~

have been complied with by the applicant in relation to the proposed SUBDIVISION (insert 'new road', 'subdivision' or 'consolidated lot') set out herein

Subdivision No 5632.

Date 7.4.1994

(Signature) .....

Council File No. ~~Council Clerk~~ AUTHORISED PERSON

*This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter Water Corporation Ltd.

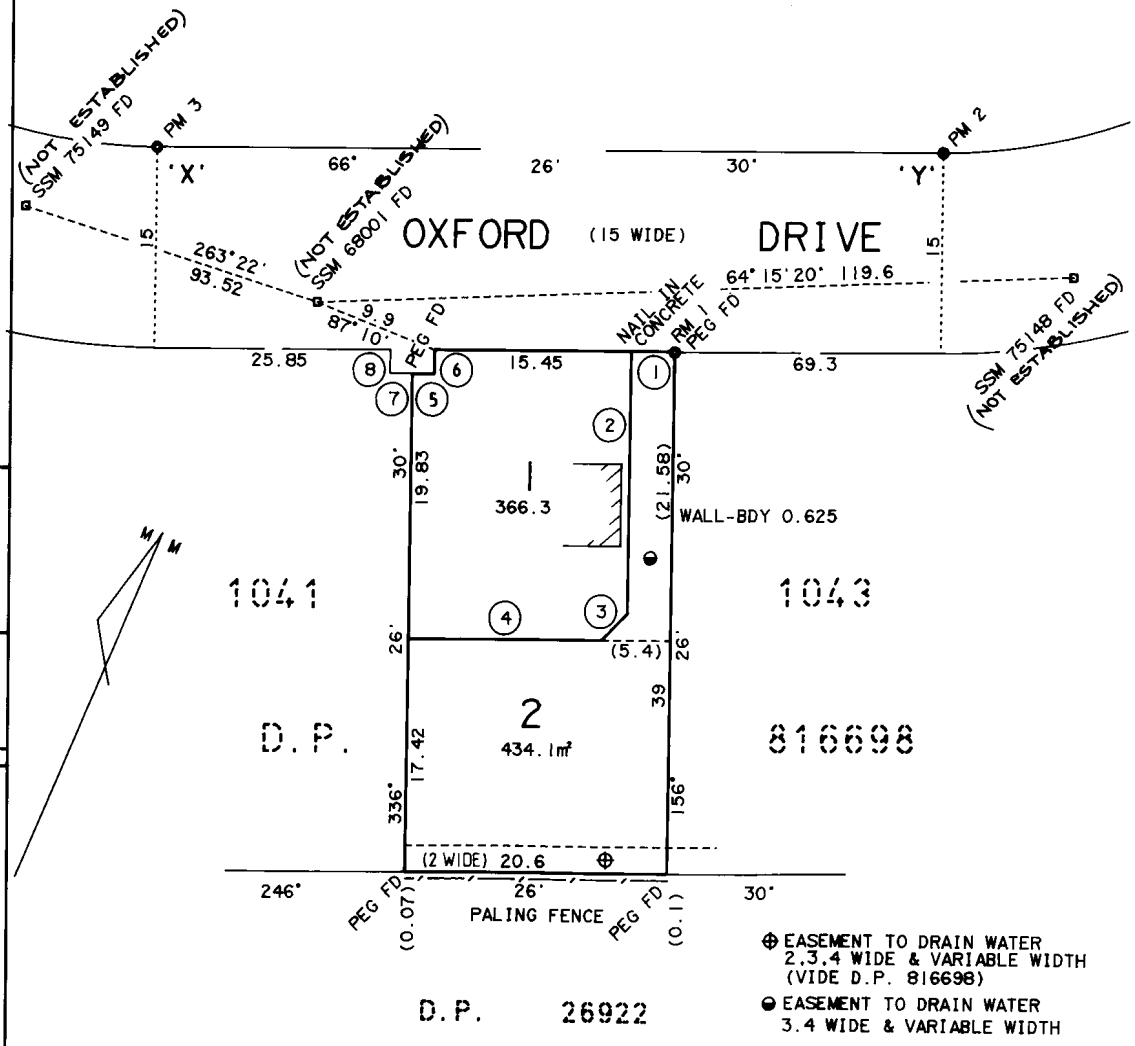
† Delete if inapplicable.

REFERENCE MARKS

RM 1	156°26'30"	3.49	D.H.& W.
PM 2	336°26'30"	3.42 & 11.53	D.H.& W's (FD D.P. 816698)
PM 3	336°26'30"	3.41 & 11.46	D.H.& W's (FD D.P. 816698)

SHORT LINE TABLE

Line	Bearing	Distance
1	66°26'30"	3.4
2	156°26'30"	19.68
3	202°55'00"	2.76
4	246°26'30"	15.2
5	66°26'30"	1.75
6	336°26'30"	1.75
7	246°26'30"	1.75
8	336°26'30"	1.75



10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 Table of mm

SURVEYOR'S REFERENCE: 5123 'CHECKLIST' E. No. 93/381 Clause 33 (1) (a) & (c)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP 838996

Registered 9-5-1994

C.A. No. 5632 of 7-4-1994

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: 4512-1

Last Plan: D.P. 816698

PLAN OF SUBDIVISION OF LOT 1042 D.P. 816698

Lengths are in metres. Reduction Ratio 1: 400

LGA ~~Mun./Shire City~~ WYONG

Locality: LAKE HAVEN

Parish: MUNMORAH

County: NORTHUMBERLAND

Plans used in preparation of survey/compilation

D.P. 816698

STATUS OF SURVEY CONTROL MARKS ASCERTAINED ON 4-5-1994 FROM SCIMS

I, MARK ANTHONY ROLLS
C/- C.E.CADMAN P/L
of P.O.BOX 487, TOUKLEY 2263

a surveyor registered under the Surveyors Act 1929, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Survey Practice Regulation 1990 and was completed on 21st DECEMBER 1993

Signature Mark Rolls
Surveyor registered under Surveyors Act, 1929.

AZIMUTH 'X'-'Y'

A
A
2
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Y

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Req:R883810 /Doc:DP 0838996 B /Rev:11-May-1994 /NSW LRS /Pgs:ALL /Prt:12-Aug-2024 12:03 /Seq:1 of 1
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UNDER POWER OF ATTORNEY No 355 BOOK 4005 RICHARD DIRK BOIC

OFFICER IN CHARGE CENTRAL COAST REGIONAL SECURITIES CENTRE
20TH APRIL 1994

ANGELO STAMATEROS
CHITTAWAY BAY BANK OFFICER

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED.

Lengths are in metres

Sheet 1 of 1 sheet

DP 838996 PART 1

Plan:

Subdivision of Lot 1042 in Deposited Plan No.816698 covered by Council Clerk's Certificate No. 5632

Full names and addresses of the proprietors of the land:

Donald Franklyn Carey, Joy Carey, Mark John Carey and Tracey Marea Carey of 13 Halcyon Street, Mannering Park NSW 2259.

1. Identity of easement or restriction firstly referred to in abovementioned plan:

Easement to drain water 3.4 wide and variable width

SCHEDULE OF LOTS ETC., AFFECTED

LOTS BURDENED	LOTS BENEFITED
2	1

Persons, authorities empowered to release, modify or vary the above Easement: Wyong Council.

Signed in the presence of Donald Franklyn Carey who is personally known to me.

.....witness

Donald Franklyn Carey

Signed in the presence of Joy Carey who is personally known to me.

.....witness

Joy Carey

Signed in the presence of Mark John Carey who is personally known to me.

.....witness

Mark John Carey

Signed in the presence of Tracey Marea Carey who is personally known to me.

.....witness

Tracey Marea Carey

Sheet 1 of 1 sheet

REGISTERED SW 9-5-1994

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Req:R883808 /Doc:DP 0816698 P /Rev:13-Jan-1993 /NSW LRS /Pgs:ALL /Prt:12-Aug-2024 12:03 /Seq:1 of 2
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PLAN FORM 3 To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

* OFFICE USE ONLY *

DP 816698

Registered: 14/4/1992

This is sheet 2 of my plan in 2 sheets dated

Surveyor registered under Surveyors Act 1929.

This is sheet 2 of the plan of 2 Sheets covered by my Certificate No. 5269 of 31-3-1992

Council Clerk

Signatures and seals only.

F. Woodward
Acting Secretary

Minepine Limited
A.R.B.N 051 369 914
by its attorney
Denis Devenish Meares
pursuant to power
of Attorney registered
Book 3843 No. 977

Reduction Ratio 1: 500

Lengths are in metres

SURVEYOR'S REFERENCE: 48122/10

P.M.S DRILL HOLE & WINGS IN KB.		
7	336° 26' 30"	3.41 & 11.46
8	27° 59' 20"	3.365 & 11.54
9	26° 24' 20"	3.32 & 11.68
10	286° 06'	3.855 & 13.99
11	341° 37' 20"	4.76 & 15.845 FD.
12	93° 37' 20"	3.435 & 11.55
13	38° 24' 10"	3.365 & 20.51
14	141° 42'	8.68 & 22.055

CURVED BOUNDARY TABLE			
LOT	RADIUS	ARC	BEARING & DISTANCE
1014	90.755	17.465	250° 41' 40" 13.455
1015	"	23.06	262° 13' 30" 23
1016	"	25.08	277° 25' 10" 25
1017	"	20.04	291° 39' 40" 20
1020	161	4.79	207° 08' 4.79
1021(a)	"	17.01	203° 15' 30" 17
1021(b)	200	21.51	23° 48' 21.5
1022(c)	161	17.01	197° 12' 20" 17
1022(d)	200	21.51	17° 38' 30" 21.5
1023(e)	161	17.01	191° 09' 10" 17
1023(f)	200	21.51	11° 28' 40" 21.5

CURVED BOUNDARY TABLE			
LOT	RADIUS	ARC	BEARING & DISTANCE
1024(g)	161	17.01	185° 06' 17
1024(h)	200	21.51	5° 19' 21.5
1025(i)	161	17.01	179° 02' 40" 17
1025(j)	200	21.51	359° 09' 10" 21.5
1026(k)	161	17.01	172° 59' 40" 17
1026(l)	200	21.51	352° 59' 30" 21.5
1027(m)	161	17.01	166° 56' 30" 17
1027(n)	200	21.51	346° 49' 40" 21.5
1028(p)	161	17.01	160° 53' 20" 17
1028(q)	200	21.51	340° 40' 21.5
1029(r)	151	35.69	344° 43' 40" 35.61
1029(s)	12	15.765	55° 42' 20" 14.655
1030	"	3.03	10° 49' 40" 3.025
1031	"	3.03	356° 21' 3.025
1032(t)	"	8.575	328° 45' 30" 8.35
1032(u)	"	11.565	336° 00' 40" 11.125
1032(v)	146	5	4° 36' 10" 5
1033	"	26.035	10° 41' 40" 26
1034	"	16.045	18° 57' 16.035
1035	105.755	20.145	112° 32' 20.115
1036	"	16.015	102° 44' 20" 16
1037	"	"	94° 03' 40" 16
1038	"	"	85° 23' 16
1039	"	"	76° 42' 30" 16
1040	"	10.94	69° 24' 20" 10.935

RADIAL LINES	
1	38° 24' 10"
2	79° 07'
3	93° 35'
4	108° 04'
5	183° 21'

'X' EASEMENT TO DRAIN WATER 2,3,4 WIDE & VARIABLE WIDTH.

'Y' RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 3 & 4 WIDE.

Plan Drawing only to appear in this space

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 21st April 1992

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2

PLAN FORM 2

Plan Drawing only to appear in this space

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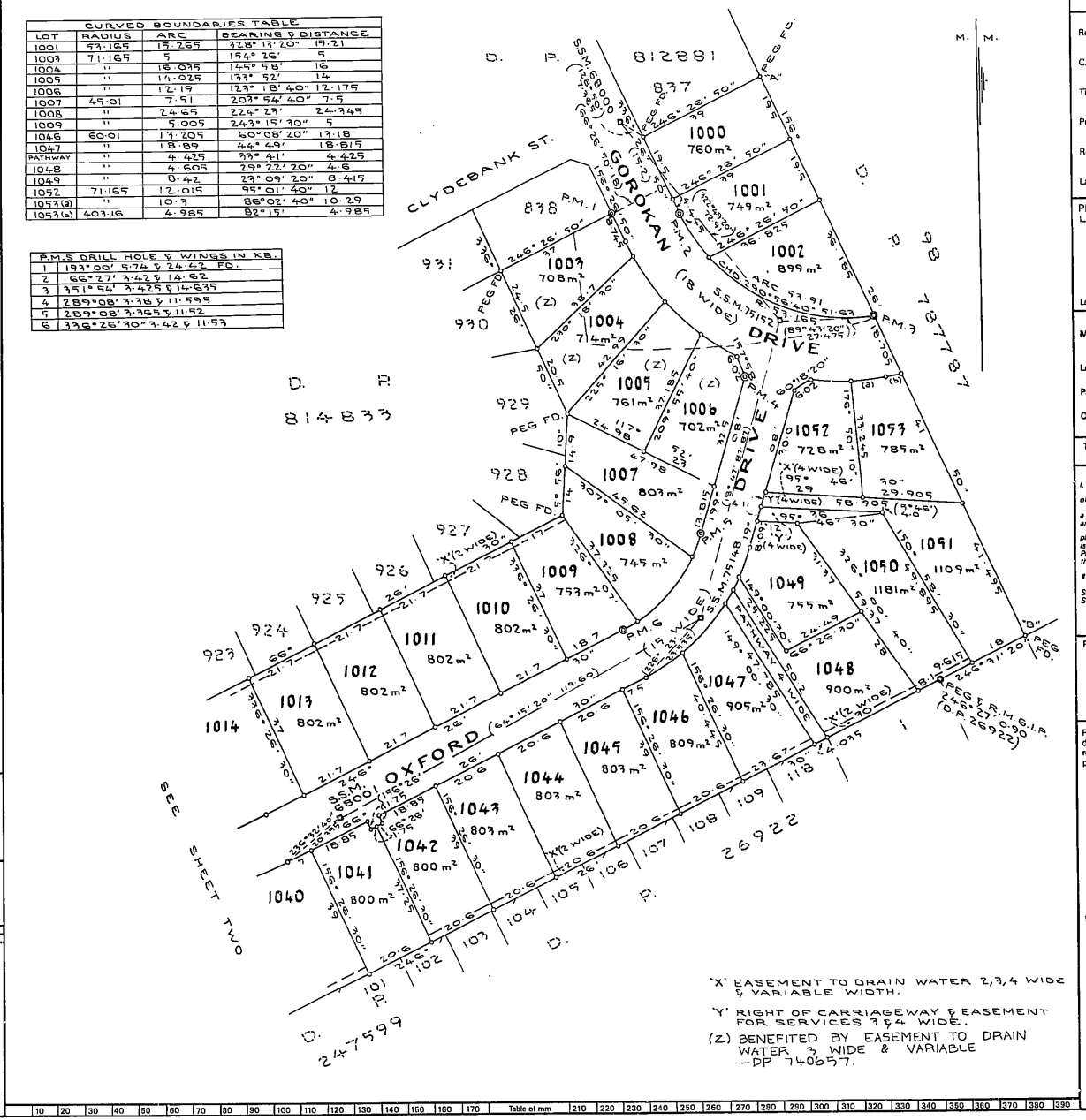
SIGNATURE AND SEALS ONLY.

J. Woodward
Acting Secretary

Minupine Limited
A.R.B.N 051 369 914 by
its attorney
Denis Devenish Meares
pursuant to power of
Attorney registered
Book 3843 No. 977

CURVED BOUNDARIES TABLE			
LOT	RADIUS	ARC	BEARING & DISTANCE
1001	53.165	15.265	328° 13' 20" 15.21
1003	71.165	5	154° 26' 5
1004	"	16.035	145° 58' 16
1005	"	14.025	139° 52' 14
1006	"	12.19	129° 18' 40" 12.175
1007	45.01	7.51	203° 54' 40" 7.5
1008	"	24.65	224° 23' 24.345
1009	"	5.005	243° 15' 30" 5
1046	60.01	19.205	60° 08' 20" 19.18
1047	"	18.89	44° 49' 18.815
PATHWAY	"	4.435	33° 41' 4.425
1048	"	4.605	29° 22' 20" 4.6
1049	"	8.42	23° 09' 20" 8.415
1052	71.165	12.015	95° 01' 40" 12
1053(a)	"	10.3	86° 02' 40" 10.29
1053(b)	403.16	4.985	82° 15' 4.985

P.M.S DRILL HOLE & WINGS IN KB.	
1	193° 00' 5.74 & 24.62 FD.
2	66° 27' 3.42 & 14.62
3	351° 54' 3.425 & 14.635
4	289° 08' 3.38 & 11.595
5	289° 08' 3.355 & 11.62
6	336° 26' 30" 3.42 & 11.53



Crown Lands Office Approval

PLAN APPROVED .....
Authorised Officer
Land District .....
Paper No. .....
Field Book ..... pages.

Council Clerk's Certificate

I hereby certify that

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

*(b) ~~the requirements of section 39B of the Metropolitan Water, Sewerage and Drainage Act, 1924, as amended, Hunter District Water, Sewerage and Drainage Act, 1938, as amended~~

have been complied with by the applicant in relation to the proposed SUBDIVISION
(Insert "new road", "subdivision" or "consolidated lot") set out herein

Subdivision No. 5269

Date 31-3-1992

(Signature) ..... Council Clerk

Council File No. .....

*This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.

†Delete if inapplicable.

SURVEYOR'S REFERENCE: 48122/10 MPD

DP 816698

Registered: 14/4/1992

C.A: No 5269 OF 31.3.1992

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U4512-1#

Last Plan: DP 814833

PLAN OF SUBDIVISION OF LOT 940 D.P.814833.

Lengths are in metres. Reduction Ratio 1: 800

Mun./Shire ~~City~~ WYONG

Locality: GOROKAN

Parish: MUNMORAH

County: NORTHUMBERLAND

This is sheet 1 of my plan in 2 sheets. (Delete if inapplicable)

I LESLIE ALAN WALKER
of BANNISTER & HUNTER P.O. BOX 721 GOSFORD
a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made in accordance with the Survey Practice Regulations, 1933 and any special requirements of the Department of Lands, and was completed on
the 11.3.92
Signature ..... Surveyor registered under Surveyors Act, 1929, as amended.
Datum Line of Azimuth: ...°-...°
#Insert date of survey.

Plans used in preparation of survey/compilation.
D.P. 814833
D.P. 26922
D.P. 247599
D.P. 249306

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

IT IS INTENDED
A) TO CREATE PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.-
1) EASEMENT TO DRAIN WATER 2,3,4 WIDE & VARIABLE WIDTH.
2) RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 3 WIDE & 4 WIDE.
3) RESTRICTION ON USE.
4) RESTRICTION ON USE.
B) TO DEDICATE GOROKAN DRIVE, OXFORD DRIVE, BROMLEY COURT & THE PATHWAYS AS PUBLIC ROADS.

U4512-1

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 Table of mm 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

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Req:R883808 /Doc:DP 0816698 P /Rev:13-Jan-1993 /NSW LRS /Pgs:ALL /Prt:12-Aug-2024 12:03 /Seq:2 of 2
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INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919.

LENGTHS ARE IN METRES (Sheet 3 of 6 Sheets)

PART 1(continued)

PLAN: DP816698

Subdivision of lot 940 in D.P. 814833 covered by Council Clerk's Certificate No. 5269 of 31-3-1992

Full name and address of proprietor of the land.

TOMAR PTY LIMITED of 283 George Street Sydney.

2. Identity of easement or restriction secondly referred to in abovementioned plan.

Right of Carriageway and Easement for Services 3 wide and 4 wide.

Schedule of Lots etc. affected

Lots burdened	Lots, Name of Road or Authority benefited.
1030	1031
1031	1030
1050	1051
1051	1050

3. Identity of easement or restriction thirdly referred to in abovementioned plan.

Restriction on use.

Schedule of Lots etc. affected

Lots burdened	Lots, Name of Road or Authority benefited.
Each lot	Each and every other lot.

4. Identity of easement or restriction fourthly referred to in abovementioned plan.

Restriction on use.

Schedule of Lots etc. affected

Lots burdened	Lots, Name of Road or Authority benefited.
1019 to 1028 inclusive	Wyong Shire Council

REGISTERED 14/4/1992

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919.

LENGTHS ARE IN METRES (Sheet 5 of 6 Sheets)

PART 11(continued)

PLAN: DP816698

Subdivision of lot 940 in D.P. 814833 covered by Council Clerk's Certificate No. 5269 of 31-3-1992

Full name and address of proprietor of the land.

TOMAR PTY LIMITED of 283 George Street Sydney.

3. Terms of restriction on use thirdly referred to in abovementioned plan.

(a) No building shall be erected or be permitted to remain on any lot burdened having external walls of materials other than brick stone glass or natural timbers but this restriction shall not apply to infill panels and gable ends in a building having external walls of brick stone glass natural timbers or a combination of these materials where the total area of the infill panels and gable ends does not exceed 25% of the total area of all external walls of the building.

(b) No earth stone gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or structure. No lot shall be permitted to appear or remain in an excavated or quarried state.

(c) No advertisement awning sign or similar structure shall be erected or permitted to remain erected on any lot burdened and neither any lot burdened nor any building erected thereon shall be used for the display of any advertisement sign or notice except such as may relate solely to the selling or letting of the lot or any building thereon or to the inspection of any such building as a display home.

(d) No main building or other improvement shall be erected on any lot burdened except of entirely new materials but no exception will be taken to the use of clean sandstock bricks or clean natural stone building blocks which are not new. In respect of any building otherwise complying with these restrictions which has been erected for not less than three years without objection by any person entitled to object this restriction shall be deemed to have been complied with.

REGISTERED 14/4/1992

3

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INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919.

LENGTHS ARE IN METRES

PART 1(continued)

PLAN: DP 816698

Subdivision of lot 940 in D.P. 814833 covered by Council Clerk's Certificate No. 5269 of 31-3-1992

Full name and address of proprietor of the land.

TOMAR PTY LIMITED of 283 George Street Sydney.

1. Identity of easement or restriction firstly referred to in abovementioned plan (continued).

Easement to drain water 2,3,4 wide & variable width.

Schedule of Lots etc. affected.

Lots burdened	Lots, Name of Road or Authority benefited.
1039	1040 & 1041land lot 5 D.P. 247599 and lots 100,101 & 117 D.P.26922 and Wyong Shire Council.
1040	1041land lots 100,101 & 117 D.P.26922 and Wyong Shire Council.
1042	102 & 103 D.P. 26922
1043	1042 and lots 102,103 & 104 D.P. 26922
1044	1042,1043 and lots 102 to 105 inclusive D.P. 26922
1045	1042,1043,1044 and lots 102 to 107 inclusive D.P. 26922
1046	1042 to 1045 inclusive and lots 102 to 108 inclusive D.P. 26922
1047	1042 to 1046 inclusive and lots 102 to 109 inclusive, 118 D.P. 26922
1048	1050,1051 and lot 1 D.P. 26922 and Wyong Shire Council
1050	1051 and Wyong Shire Council
1051	1050

REGISTERED 14/4/1992

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919.

LENGTHS ARE IN METRES

PART 11

PLAN: DP 816698

Subdivision of lot 940 in D.P. 814833 covered by Council Clerk's Certificate No. 5269 of 31-3-1992

Full name and address of proprietor of the land.

TOMAR PTY LIMITED of 283 George Street Sydney.

1. Terms of easement to drain water firstly referred to in abovementioned plan.

An easement to drain water within the meaning of Part III of Schedule VIII to the Conveyancing Act 1919 PROVIDED THAT the registered proprietor(s) from time to time of any lot burdened shall be entitled but not obliged to carry out any necessary repairs maintenance or replacement of the drainage pipes or structures and recover the cost of so doing from the registered proprietor(s) from time to time of the lots benefited who shall be jointly and severally liable therefore.

2. Terms of Right of Carriageway and Easement secondly referred to in abovementioned plan.

Right of Carriageway within the meaning of Schedule VIII Conveyancing Act 1919.

Full right leave liberty and licence for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, from time to time and at all times to make, layout, construct, erect, install, carry, maintain and use through, above on and under the servient tenement all drains, pipes, conduits, poles, wires or other equipment and materials necessary to provide and carry all or any of water, sewerage, gas, electricity, telephone and/or other domestic services to and from the said dominant tenement PROVIDED THAT the said drains, pipes, conduits, poles and wires and/or other equipment and materials shall be laid in such position so as to cause as little interference as possible with the rights of carriageway hereby reserved TOGETHER WITH the right for the grantee and every person authorised by him , with any tools, implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such equipment or any part thereof to such extent as may be necessary PROVIDED THAT the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and/or free access to the dominant tenement and will restore without delay that surface as near as practicable to its original condition.

REGISTERED 14/4/1992

2

10 20 30 40 50 60 70 Table of mm 110 120 130 140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 21st April 1992

Req:R883809 /Doc:DP 0816698 B /Rev:13-Jan-1993 /NSW LRS /Pgs:ALL /Prt:12-Aug-2024 12:03 /Seq:2 of 3
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INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919.

LENGTHS ARE IN METRES

(Sheet 1 of 6 Sheets)

PART 1

PLAN: DP816698

Subdivision of lot 940 in D.P. 814833 covered by Council Clerk's Certificate No. 5269 of 31-3-1992

Full name and address of proprietor of the land.

TOMAR PTY LIMITED of 283 George Street Sydney.

1. Identity of easement or restriction firstly referred to in abovementioned plan.

Easement to drain water 2,3,4 wide & variable width.

Schedule of Lots etc. affected.

Lots burdened	Lots, Name of Road or Authority benefited.
1009	1010 to 1017 inclusive
1010	1011 to 1017 inclusive
1011	1012 to 1017 inclusive
1012	1013 to 1017 inclusive
1013	1014 to 1017 inclusive
1014	1015 to 1017 inclusive
1015	1016 and 1017
1016	1017
1029	1030,1031,1037 to 1041 inclusive and lots 5 to 9 inclusive D.P. 247599 and lots 100,101 & 117 D.P.26922 and Wyong Shire Council.
1030	1031,1037 to 1041 inclusive and lots 5 to 9 inclusive D.P. 247599 and lots 100,101 & 117 D.P.26922 and Wyong Shire Council.
1031	1032,1035 to 1041 inclusive and lots 5 to 8 inclusive D.P. 247599 and lots 100,101 & 117 D.P.26922 and Wyong Shire Council.
1035	1036
1037	1038 to 1041 inclusive and lots 5 & 6 D.P. 247599 and lots 100,101 & 117 D.P.26922 and Wyong Shire Council.
1038	1039,1040 & 1041 and lots 5 & 6 D.P. 247599 and lots 100,101 & 117 D.P.26922 and Wyong Shire Council.

REGISTERED 14/4/1992

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919.

LENGTHS ARE IN METRES

(Sheet 6 of 6 Sheets)

PART 11(continued)

PLAN: DP816698

Subdivision of lot 940 in D.P. 814833 covered by Council Clerk's Certificate No. 5269 of 31-3-1992

Full name and address of proprietor of the land.

TOMAR PTY LIMITED of 283 George Street Sydney.

3. Terms of restriction on use thirdly referred to in abovementioned plan (continued)

(e)No lot burdened shall be used for other than residential purposes.

(f)No main building shall be erected or permitted to remain on any lot burdened unless the sewage or sullage water of any kind is directed by a pipe system to the sewer.

(g)While ever Tomar Pty Limited or its assigns other than purchasers on sale is the owner of any land adjoining any lot burdened no fence shall be erected on any lot burdened to divide it from such adjoining land without the consent of Tomar Pty Limited or its assigns other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to Tomar Pty Limited or its assigns and in favour of any person dealing with a transferee from Tomar Pty Limited or its executors administrators or assigns and such consent shall be deemed to have been given in respect of every fence for the time being erected.

4. Terms of restriction on use fourthly referred to in abovementioned plan.

No building, fencing, gate, pathway or other structure or accessway shall be erected or permitted to remain erected or allowed to exist on any lot burdened such that direct access is allowed to be effected from those parts of Lake Haven Drive to which the lots burdened adjoin.

Name of person or authority whose consent is required to release vary or modify the restriction thirdly referred to in the above mentioned plan.

TOMAR PTY LIMITED

THE COMMON SEAL of TOMAR PTY LIMITED was hereunto affixed pursuant to a resolution of the Board of Directors in the presence of:

TOMAR PTY LTD A.C.N. 000 217 185 The Common Seal of

F. Woodward.

Secretary Acting Secretary

Director.

Minepine Limited A.R.B.N. 051 369 914 by its attorney Denis Devenish Meares pursuant to Power of Attorney registered Book 3843 No 977.

REGISTERED 14/4/1992

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Req:R883809 /Doc:DP 0816698 B /Rev:13-Jan-1993 /NSW LRS /Pgs:ALL /Prt:12-Aug-2024 12:03 /Seq:3 of 3
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Req:R883811 /Doc:DP 0814833 P /Rev:22-Dec-1992 /NSW LRS /Pgs:ALL /Prt:12-Aug-2024 12:03 /Seq:1 of 1

PLAN FORM 2

Plan Drawing only to appear in this space

* OFFICE USE ONLY

DP 814833

SIGNATURE AND SEALS ONLY.

Registered: 13.1.1992

C.A.: No 5233 OF 19-12-1991

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U4512-1*

Last Plan: DP 812881

PLAN OF SUBDIVISION OF LOT 848, D.P. 812881.

Lengths are in metres. Reduction Ratio 1: 800

Mun./Shire City: WYONG

Locality: GOROKAN

Parish: MUNMORAH

County: NORTHUMBERLAND

This is sheet 1 of my plan in sheets. (Delete if inapplicable).

I, LESLIE ALAN WALKER of BANNISTER & HUNTER DX7212 GOSFORD a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made in accordance with the Survey Practice Regulations, 1933 and any special requirements of the Department of Lands, and was completed on 17-12-91

Signature: L.A. Walker
Surveyor registered under Surveyors Act, 1929, as amended.
Datum Line of Azimuth: 'X' - 'Y'
#Insert date of survey.

Plans used in preparation of survey/compilation.

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

IT IS INTENDED
A) TO CREATE PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919:
(1) EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE WIDTH.
(2) RESTRICTION ON USE.
(3) RESTRICTION ON USE.
B) TO DEDICATE BROMLEY COURT, ETON COURT, CLYDEBANK STREET & SWINDON CLOSE AS PUBLIC ROADS.

AMENDED OF SURVEYOR'S REQUEST

Crown Lands Office Approval

PLAN APPROVED ..... Authorised Officer

Land District .....

Paper No. .....

Field Book ..... pages

Council Clerk's Certificate

I hereby certify that

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

*(b) the requirements of section 348 of the 1 Metropolitan Water, Sewerage and Drainage Act, 1924, as amended, 1 Hunter District Water, Sewerage, and Drainage Act, 1938, as amended

have been complied with by the applicant in relation to the proposed SUBDIVISION (Insert "new road", "subdivision" or "consolidated lot") set out herein

Subdivision No. 5233.

Date 19-12-1991

(Signature) ..... Council Clerk

Council File No. .....

* This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.

† Delete if inapplicable.

SURVEYOR'S REFERENCE: 48122/9

M.P.D.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

RADIAL LINES	
1	11° 20'
2	91° 44'
3	154° 09'
4	236° 51'
5	296° 51'
6	330° 46'
7	33° 46' 30"

P.M. & R.M. D.H.F.W.S. IN KERB	
1	336° 27' 3.445 & 11.985
2	336° 27' 3.475 & 325° 45' 19.22
3	19° 11' 3.435 & 11.445
4	18° 04' 3.43 & 11.85
5	68° 27' 3.34 & 11.555
6	66° 27' 3.96 & 11.79
7	12° 39' 4.11 & 22.815
8	219° 48' 5.26 & 17.025
9	11° 20' 3.405 & 26.04
10	62° 00' 3.52 & 11.915
11	275° 59' 2.39 & 7.56
12	297° 59' 3.475 & 11.505
13	341° 37' 20" 4.76 & 15.845

CURVED BOUNDARY TABLE			
LOT	RADIUS	ARC	BEARING & DISTANCE
901 (1)	330	1	186° 04' 1
901 (2)	369	1	6° 04' 40" 1
903 (3)	330	19.005	11° 05' 50" 19
903 (4)	369	19.50	190° 39' 19.5
904 (5)	330	19.005	14° 27' 50" 19
904 (6)	369	19.5	193° 40' 50" 19.5
905 (7)	330	17	17° 35' 20" 17
905 (8)	369	21.505	196° 51' 50" 21.5
906 (9)	330	19.005	20° 42' 50" 19
906 (10)	369	19.5	200° 02' 50" 19.5
907 (11)	330	17	23° 50' 20" 17
907 (12)	369	21.505	203° 13' 50" 21.5
908 (13)	330	15.4	26° 39' 10" 15.4
908 (14)	369	19.9	206° 26' 40" 19.9
916	384	18	26° 12' 18
917	"	18	23° 30' 50" 18
918 (15)	"	16	20° 58' 30" 16
918 (16)	65	12.79	103° 32' 50" 12.77
919 (17)	65	3.495	96° 22' 10" 3.495
919 (18)	12	7.105	283° 48' 20" 7
920 (19)	12	13.195	272° 16' 10" 12.54
920 (20)	3.5	5.865	255° 45' 20" 5.205
920 (21)	12	10.74	182° 05' 20" 10.385
920 (22)	65	20.08	85° 58' 40" 20
921	12	12.565	176° 51' 12
926	27	6.84	55° 11' 10" 6.82
927	"	8.935	42° 26' 50" 8.895
928	"	9.04	23° 22' 40" 9
929	"	11.08	2° 01' 40" 11
930	"	6.515	343° 21' 40" 6.5
934	50	20.645	258° 16' 40" 20.5
935 (23)	"	16.65	279° 38' 50" 16.575
935 (24)	384	13	15° 22' 50" 13
936 (25)	"	2.095	14° 15' 10" 2.095
936 (26)	12	10.46	39° 04' 20" 10.135
936 (27)	"	13.05	92° 53' 30" 12.415
937 (28)	379	23.55	7° 46' 10" 23.545
937 (29)	12	2.195	276° 05' 30" 2.195

DIAGRAM
SCALE 1:3000

"X" EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE WIDTH.
(Y) BENEFITED BY EASEMENT TO DRAINWATER 3 WIDE & VAR. - DP 746657

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PLAN FORM 2

Plan Drawing only to appear in this space

*OFFICE USE ONLY

D. P. 740657*

Registered: 23.9.1987

C.A.: No. 4276 OF 4.11.1986

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U4512-1, U4520-7

Last Plan: D.P. 25259, D.P. 707861, D.P. 716449

PLAN OF SUBDIVISION OF LOT 1012 D.P. 707861, LOT 2 D.P. 716449 AND LOT 61 D.P. 25259

Reduction Ratio 1: 4000
Lengths are in metres.

Mun./Shire ~~City~~: WYONG

Locality: GOROKAN

Parish: MUNMORAH

County: NORTHUMBERLAND

This is sheet 1 of my plan in 3 sheets.
(Delete if inapplicable).

I, Graham C.B. Lockett
Lockett & Montgomerie P/L
of P.O. 7557, Cons. Harbour
a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan
is accurate and has been made *(+)-by-me (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on 1
August 14, 1986
Signature
Surveyor registered under Surveyors Act, 1929, as amended.
Datum Line of Azimuth: X - Y
*Strike out either (1) or (2). †Insert date of survey.

Signatures and seals only.

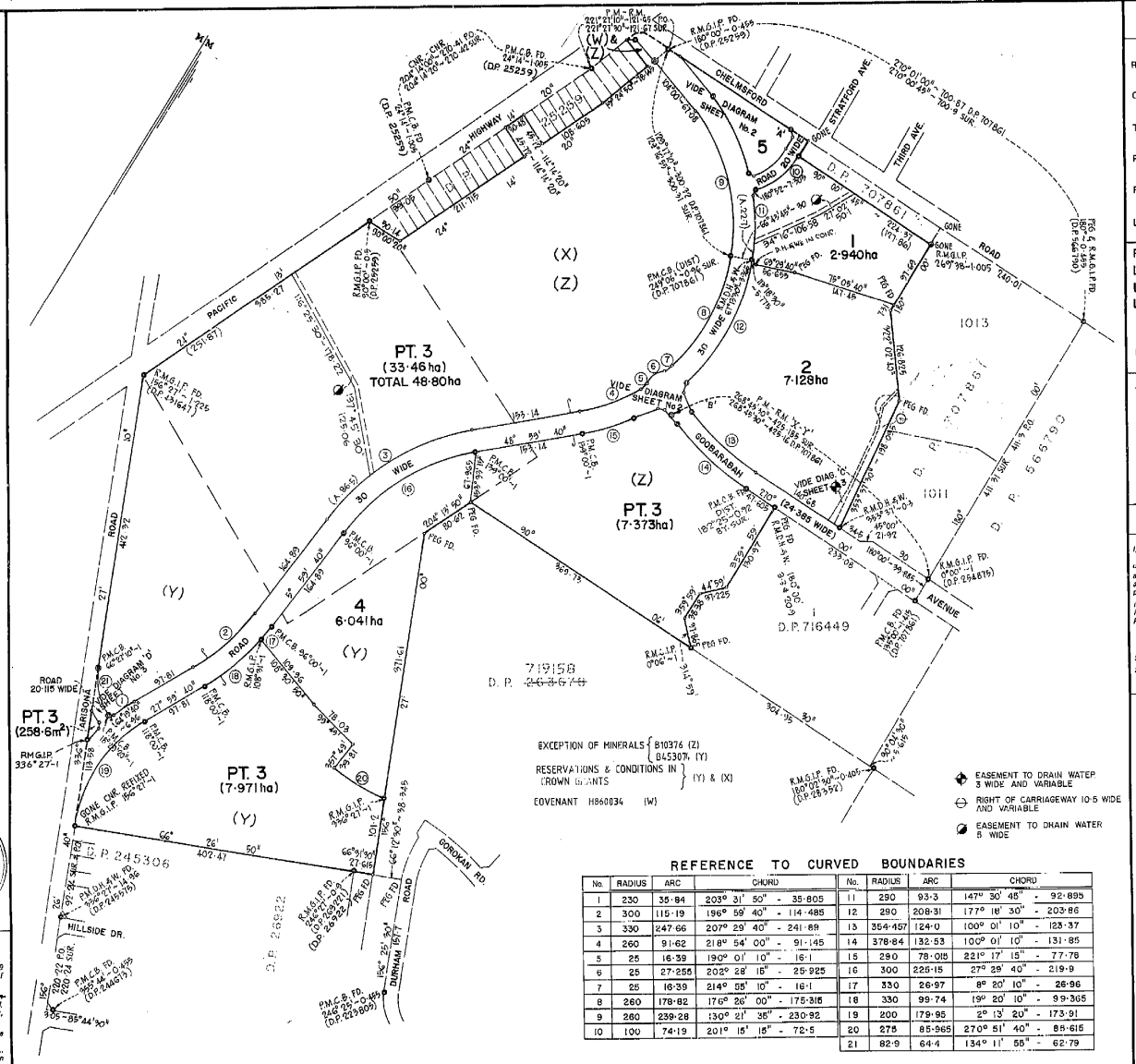
THE COMMON SEAL of DELAMP INVESTMENTS PTY. LIMITED was hereto affixed in the presence of:
Director
Secretary

The Common Seal was hereto affixed by authority of the Board of Directors and in the presence of:

Council Clerk's Certificate

I hereby certify that –
(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and
*(b) ~~the requirements of section 345 (1) the Metropolitan Water, Sewerage and Drainage Act, 1924, as amended. †Hunter District Water, Sewerage, and Drainage Act, 1938, as amended.~~
have been complied with by the applicant in relation to the proposed SUBDIVISION
(Insert "new road", "subdivision" or "consolidated lot") set out herein
Subdivision No. 4276
Date 4-11-1986
(Signature) Council Clerk

*This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.
†Delete if inapplicable.



REFERENCE TO CURVED BOUNDARIES

No.	RADIUS	ARC	CHORD	No.	RADIUS	ARC	CHORD
1	230	35·84	203° 31' 50" - 35·805	11	290	93·3	147° 30' 48" - 92·895
2	300	115·19	196° 59' 40" - 114·485	12	290	208·31	177° 18' 30" - 203·86
3	330	247·66	207° 29' 40" - 241·89	13	354·457	124·0	100° 01' 10" - 123·37
4	260	91·62	218° 54' 00" - 91·145	14	378·84	132·53	100° 01' 10" - 131·85
5	25	16·39	190° 01' 10" - 16·1	15	290	78·015	221° 17' 15" - 77·78
6	25	27·256	202° 28' 15" - 25·925	16	300	225·15	27° 29' 40" - 219·9
7	25	16·39	214° 55' 10" - 16·1	17	330	26·97	8° 20' 10" - 26·96
8	260	178·82	176° 26' 00" - 175·315	18	330	99·74	19° 20' 10" - 99·365
9	260	239·28	130° 21' 35" - 230·92	19	200	179·95	2° 13' 20" - 173·91
10	100	74·19	201° 15' 15" - 72·5	20	275	85·965	270° 51' 40" - 85·615
				21	82·9	64·4	134° 11' 55" - 62·79

Panel for use only for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user.

IT IS INTENDED
(1) TO DEDICATE THE ROAD 20 WIDE AND VARIABLE, 20·115 WIDE, 30 WIDE & VARIABLE AND THE ROAD WIDENING SHOWN HEREON AS PUBLIC ROAD.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE
(1) EASEMENT TO DRAIN WATER 3 WIDE AND VARIABLE
(2) RIGHT OF CARRIAGEWAY 10·5 WIDE AND VARIABLE
(3) EASEMENT TO DRAIN WATER 5 WIDE
(4) EASEMENT TO DRAIN WATER 5 WIDE

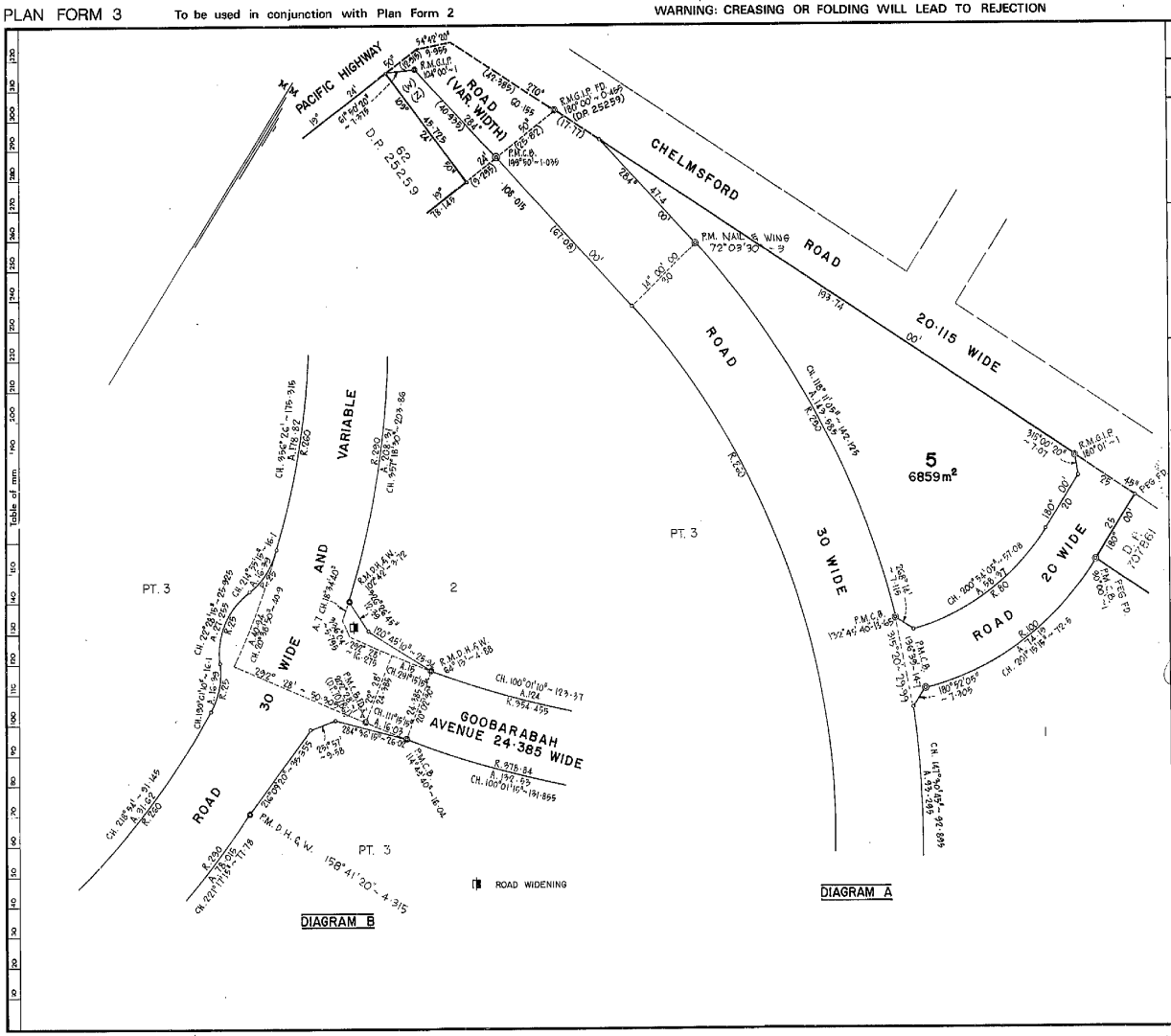
MPD

SURVEYOR'S REFERENCE 85131

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

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24th September, 1987

PLAN FORM 3 To be used in conjunction with Plan Form 2 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION • OFFICE USE ONLY



D. P. 740657

Registered: 23·9·1987

This is sheet 2 of my plan in 3 sheets dated August 14, 1986

Surveyor registered under Surveyors Act 1929.

This is sheet 2 of the plan of 3 Sheets covered by my Certificate No. 4276 of 4-11-1986

Council Clerk

Signatures and seals only.

DIRECTOR

WYEE PTY. LIMITED

THE COMMON SEAL of DELAMONT INVESTMENTS Pty was hereunto affixed in the presence of:

Director

Secretary

DELAMONT INVESTMENTS PTY. LIMITED COMMON SEAL

The Common Seal was hereunto affixed by authority of the Board of Directors and in the presence of:

THE COMMON SEAL OF

The Common Seal was hereunto affixed by authority of the Board of Directors and in the presence of:

THE COMMON SEAL OF

Reduction Ratio 1: 1000

Lengths are in metres

Plan Drawing only to appear in this space

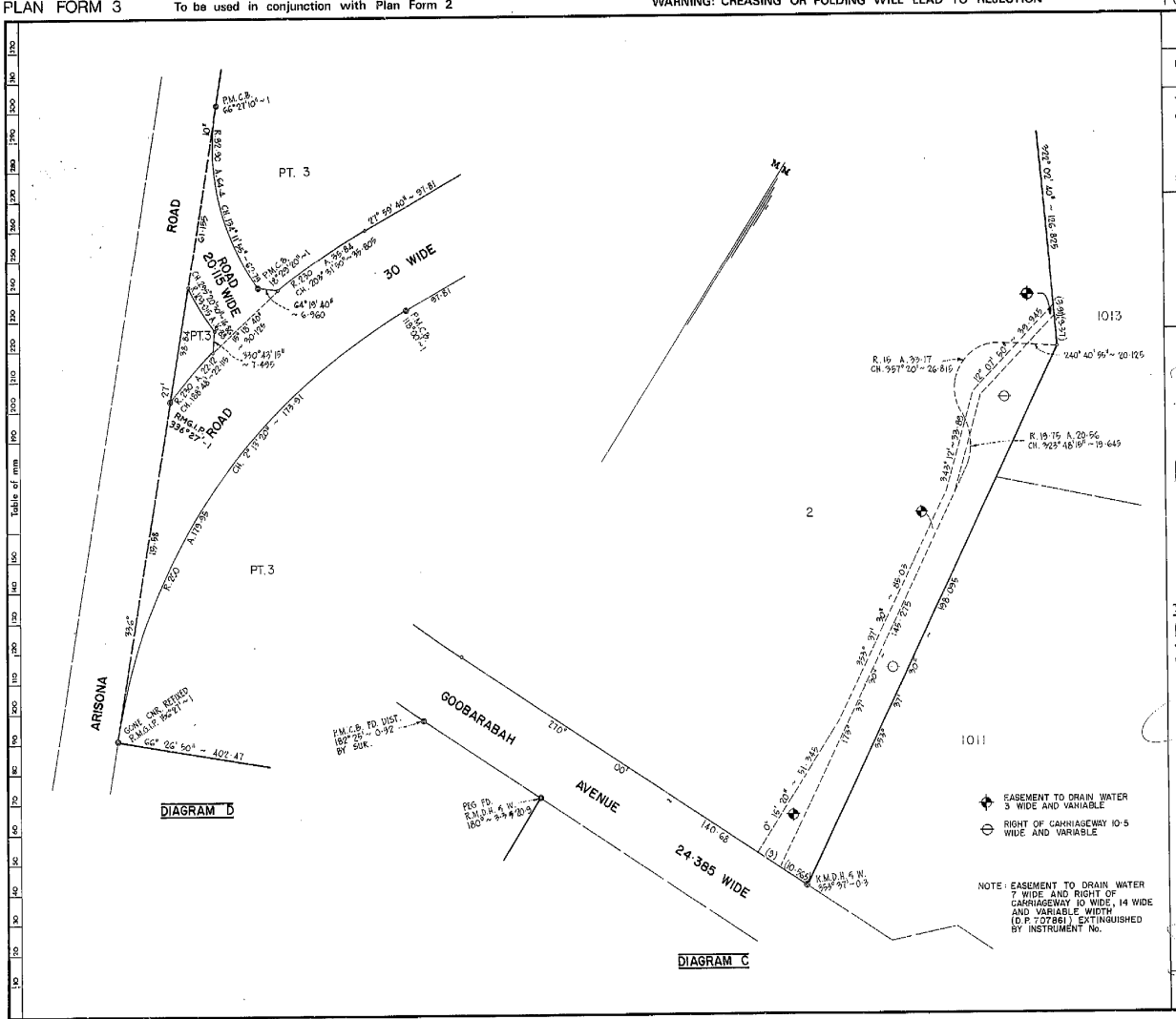
SURVEYOR'S REFERENCE. 85131

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PLAN FORM 3 To be used in conjunction with Plan Form 2 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION 740657 • OFFICE USE ONLY



D. P. 740657

Registered: 23.9.1987

This is sheet 3 of my plan in 3 sheets dated August 14, 1986.

Surveyor registered under Surveyors Act 1929.

This is sheet 3 of the plan of 3 Sheets covered by my Certificate No. 4276 of 4-11-1986

Council Clerk

Signature and seal of the Council was hereunto affixed by authority of the Board of Directors and in the presence of:

THE COMMON SEAL of Delmont Investments P/L was hereunto affixed in the presence of:

Director

Secretary

This Common Seal was hereunto affixed by authority of the Board of Directors and in the presence of:

Reduction Ratio 1:1000

Lengths are in metres

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE 85131

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 24th September, 1987

Req:R883813 /Doc:DP 0740657 P /Rev:08-Aug-1992 /NSW LRS /Pgs:ALL /Prt:12-Aug-2024 12:03 /Seq:3 of 3
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Req:R883812 /Doc:DL B453074 /Rev:15-Dec-2009 /NSW LRS /Pgs:ALL /Prt:12-Aug-2024 12:03 /Seq:1 of 2
© Office of the Registrar-General /Src:InfoTrack /Ref:240698 ACT, 1900.)

NEW SOUTH WALES

NEW SOUTH WALES STAMP DUTY ONE SHILLING DULY STAMPED A 23 12 26 S

RECD -6 JAN 1927.10.4

B453074N

s must not be disclosed in ansfer)

I, ALBERT HAMLYN WARNER of Sydney, Esquire

(herein called transferror)

less estate, strike out " in *simple*," and interline the uired alteration.

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 TWO THOUSAND NINE HUNDRED POUNDS

B 453074

(£2900: 0:0) (the receipt whereof is hereby acknowledged) paid to me by

ARCHIBALD EDWARD TUDEHOPE of Sydney, Sales manager B 453074

(herein called transferree)

o two or more, state ether as joint tenants or ants in common.

do hereby transfer to the said transferree[b]

ALL such my Estate and Interest in ALL THE land mentioned in the schedule following :—

(c) County.	Parish.	State if Whole or Part.	Vol.	Fol.
Northumberland	Munmorah	part, and being the land as shown on Surveyor's Plan annexed hereto and marked "A".	2878	191

all the references cannot conveniently inserted, a n of annexure (obtainable L.T.O.) may be added. y annexure must be signed the parties and their sig- tures witnessed. ese references will suffice if whole land in the grant or tificate be transferred. part only add " and being sec. D.P. " or eing the land shown in plan annexed hereto, or eing the residue of the d in certificate (or grant) istered Vol. Fol. " ere the consent of the al council is required to ubdivision the certificate plan mentioned in L.G. Act, 1919, should company the transfer.

ike out if unnecessary. enants should comply h Section 89 of the nveyancing Act, 1919. re also should be set forth right-of-way or easement xception." provision in addition to modification of the enants implied by the may also be inserted.

~~And the transferree covenants with the transferror[d]~~

EXCEPTING AND ALWAYS RESERVING OUT OF THESE PRESENTS and the transfer hereby made unto the said Albert Hamlyn Warner and his transferees all mines veins and seams of coal and other mines and minerals of every description lying within or under the piece of land ~~hereby transferred~~ or any part or parts thereof respectively with full liberty power and authority for the said Albert Hamlyn Warner and his transferees and his or their lessees agents and workmen and every or any other person or persons by his or their order or permission at any time or times and from time to time to search for get win take cart and carry away the said excepted mines and minerals or any of them or any part or parts thereof and to do all things necessary for effectuating all or any of the purposes aforesaid but without entering upon the surface of the said land or any part thereof and so as not to disturb the said surface or any part thereof by or in consequence of underground working.

very short note will suffice.

ENCUMBRANCES, &c., REFERRED TO.*

PLAN REFILED IN PLAN ROOM AS F.P. 179436

Signed at Sydney the 15th day of December 19 26

executed within the State s instrument should be ned or acknowledged before e Registrar-General, or puty Registrar-General, or Notary Public, a J.P., or mmissioner for Affidavits, whom the Transferror is own, otherwise the attest- witness must appear fore one of the above func- naries to make a declara- n in the annexed form. to instruments executed ewhere, see page 2.

Signed in my presence by the transferror

WHO IS PERSONALLY KNOWN TO ME

K. L. Swinston

Albert H Warner

Transferror *

*Signed

Stephen Joseph Stephen

peat attestation if cessary.

the Transferror or Trans- ree signs by a mark, the testation must state " that e instrument was read over d explained to him, and at he appeared fully to derstand the same."

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

Signed in my presence by the transferree

WHO IS PERSONALLY KNOWN TO ME

K. L. Swinston

A E Tudehope

Transferree.

* 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 Transferree 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.

No 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.

Req:R883812 /Doc:DL B453074 /Rev:15-Dec-2009 /NSW LRS /Pgs:ALL /Prt:12-Aug-2024 12:03 /Seq:2 of 2
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CONSENT OF MORTGAGEE.

I, AUSTRALIAN MUTUAL PROVIDENT SOCIETY mortgagee under Mortgage No. B240276 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at Sydney this 15th day of December 1926.

Signed in my presence by THE COMMON SEAL of AUSTRALIAN MUTUAL PROVIDENT SOCIETY was hereunto affixed at a duly convened Board Meeting in the presence of :-

Mortgagee.

[redacted]

MEMORANDUM AS ~~TO NON-~~REVOCATION OF POWER OF ATTORNEY.[i]

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.[j]

Signed at the day of 192 .

Signed at the place and on the date above-mentioned, in the presence of—

i Case delegation under the Trustees Delegation Powers Act, 1915, the Execution of T (War Facilities) Act 1917.

j Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

FORM OF DECLARATION BY ATTESTING WITNESS.[k]

Appeared before me at , the day of , one thousand nine hundred and twenty the attesting witness to this instrument, and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

k May be made before either Registrar-General, Deputy Registrar-General, Notary Public, J.P. Commissioner for Affidavits. Not required if the instrument itself is made or acknowledged before one of these parties.

MEMORANDUM OF TRANSFER of

242 Acres 1 roods 27 perches
Lots 101 to 108 incl & pt lot 100 in D.P. 7527 & land adjoining
Shire ~~Municipality~~ Erina
Parish Kunnonarah County Northumberland
(Excepting & reserving mines &c)
Archibald Edward Tudehope Transferee.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.

Particulars entered in Register Book, Vol. 2878 Fol. 191

the 24th day of January 1927,
at minutes 3 o'clock in the ~~afternoon~~ noon.

Registrar General.

B 453074

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		7/1
Received from Records		9/1 11
Draft written		17.1.27
Draft examined		18.1.27
Diagram prepared		20.1.27
Diagram examined		22 d.
Draft forwarded		
Sub. to Engrossers		
Cancellation Clerk		

RECEIVED 28 JAN. 1927

Vol. 3962 Fol. 169

Diagram Fees	2/6		
Additional Folios			

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and £1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferor may take out a new Certificate for the residue.

M 149 St 4051

GMS Legal
PO Box 270
TOUKLEY NSW 2263

SECTION 10.7(2) PLANNING CERTIFICATE

Under Section 10.7 of the Environmental Planning and Assessment Act, 1979

Fee Paid:	$69.00
Receipt No:	
Receipt Date:	12 August 2024
Property Address:	20 Oxford Drive, LAKE HAVEN NSW 2263
Property Description:	Lot 2 DP 838996
Property Owner:	Mr D P Anstey and Mrs A E Anstey
Certificate No:	77407
Reference No:	240698:287807
Date of Issue:	13-Aug-2024

The information contained within this certificate relates to the land.

ADVICE PROVIDED PURSUANT TO S.10.7(2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

(1) Environmental Planning Instruments and Development Control Plans that applies to the carrying out of development on the land

Central Coast Local Environmental Plan 2022

Central Coast Development Control Plan 2022

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021
State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Sustainable Buildings) 2022

(2) Proposed Environmental Planning Instruments and Draft Development Control Plans which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land

Proposed State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
Proposed Standard Instrument (Local Environmental Plans) Order 2006
Proposed State Environmental Planning Policy (Transport and Infrastructure) 2021
Proposed State Environmental Planning Policy (Housing) 2021
Proposed State Environmental Planning Policy (Planning Systems) 2021

2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

(a) Identity of the Zone

Lot 2 DP 838996
R1 General Residential

(b) For each of the environmental planning instruments referred to in clause 1, please refer to the attached land use table to determine (i), (ii) and (iii) listed below:

(i) development that may be carried out within the zone without the need for development consent,

(ii) development which may not be carried out within the zone except with development consent and

(iii) development which is prohibited within the zone.

(c) Whether additional permitted uses apply to the land

Additional Permitted Uses **do not** apply to this land.

(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

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling-house on the land. However there are minimum lot sizes applying to the subdivision of land, and in some zones the entitlement to erect a dwelling-house, or carry out other types of residential development, is linked to that minimum lot size.

(e) Whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*

No

(f) Whether the land is in a conservation area, however described

No

(g) Whether an item of environmental heritage, however described, is located on the land

None

3	CONTRIBUTION PLANS

The land is subject to the Gorokan District Development Contributions Plan.

The subject land is within Central Coast to which the *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023* applies**.**

This land is subject to the Central Coast Section 7.12 Local Infrastructure Contribution Plan 2023

4	COMPLYING DEVELOPMENT

Whether or not the land is land on which complying development may be carried out under each of the complying development codes under the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008,* because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) and 1.19.

HOUSING CODE

Complying Development under the Housing Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

RURAL HOUSING CODE

Complying development under the Rural Housing Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

LOW RISE HOUSING DIVERSITY CODE

Complying Development under the Low Rise Housing Diversity Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

GREENFIELD HOUSING CODE

Greenfield Housing Code **is not** applicable to this land.

HOUSING ALTERATIONS CODE

Complying development under the Housing Alterations Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

GENERAL DEVELOPMENT CODE

Complying development under the General Development Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

INDUSTRIAL AND BUSINESS ALTERATIONS CODE

Complying development under the Industrial and Business Alterations Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State *Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

INDUSTRIAL AND BUSINESS BUILDINGS CODE

Complying development under the Industrial and Business Buildings Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

CONTAINER RECYCLING FACILITIES CODE

Complying Development under the Container Recycling Facilities Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

SUBDIVISIONS CODE

Complying development under the Subdivisions Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

DEMOLITION CODE

Complying development under the Demolition code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

FIRE SAFETY CODE

Complying development under the Fire Safety Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

AGRITOURISM AND FARM STAY ACCOMMODATION CODE

Complying development under the Agricultural and Farm Stay Accommodation Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

5	EXEMPT DEVELOPMENT

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

GENERAL EXEMPT DEVELOPMENT CODE

Exempt development under the General Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

Exempt development under the Advertising and Signage Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

Exempt development under the Temporary Uses and Structures Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

6	AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS (*BUILDING PRODUCT SAFETY ACT 2017*)

1(a) Is there any affected building notice of which the council is aware that is in force in respect of the land?

No

1(b) Is there any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with?

No

1(c) Is there any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding?

No

In this section—

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

building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*

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.

Nil

8 ROAD WIDENING AND ROAD ALIGNMENT

(a) DIVISION 2 OF PART 3 OF THE *ROADS ACT 1993*

The land is not affected by road realignment or road widening under the above.

(b) ENVIRONMENTAL PLANNING INSTRUMENT

The land is not affected by road realignment or road widening under the above.

(c) COUNCIL RESOLUTIONS

The land is not affected by road realignment or road widening under the above.

9 FLOOD RELATED DEVELOPMENT CONTROLS

(1) The land or part of the land **is not** within the flood planning area and **is not** subject to flood related development controls.

(2) The land or part of the land **is not** between the flood planning area and the probable maximum flood and **is not** subject to flood related development controls.

(3) In this section—

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

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

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

10	COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

This land **is** affected by a policy adopted by the council or other public authority that restricts the development of the land because of the likelihood of risk restrictions. This land **is** affected because:

The land **IS WITHIN** a declared Mine Subsidence District under section 20 of the *Coal Mine Subsidence Compensation Act 2017*. Development in a Mine Subsidence District requires approval from Subsidence Advisory NSW. Subsidence Advisory NSW provides compensation to property owners for mine subsidence damage. To be eligible for compensation, development must be constructed in accordance with Subsidence Advisory NSW approval. Subsidence Advisory NSW has set surface development guidelines for properties in Mine Subsidence Districts that specify building requirements to help prevent potential damage from coal mine subsidence.

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

The information currently available to Council indicates that this land **is not** bush fire prone land (as defined in the Act).

12	LOOSE-FILL ASBESTOS INSULATION

This land does not include any residential premises (within the meaning of the *Home Building Act 1989,* Part 8, Division 1A) that are listed on the register that is required to be maintained under that Division. That register lists residential premises that contain or have contained loose-fill asbestos insulation.

13	MINE SUBSIDENCE

The land **IS WITHIN** a declared Mine Subsidence District under section 20 of the *Coal Mine Subsidence Compensation Act 2017*. Development in a Mine Subsidence District requires approval from Subsidence Advisory NSW. Subsidence Advisory NSW provides compensation to property owners for mine subsidence damage. To be eligible for

compensation, development must be constructed in accordance with Subsidence Advisory NSW approval. Subsidence Advisory NSW has set surface development guidelines for properties in Mine Subsidence Districts that specify building requirements to help prevent potential damage from coal mine subsidence.

14 PAPER SUBDIVISION INFORMATION

(1) The name of any development plan adopted by a relevant authority that:
(a) applies to this land or
(b) that is proposed to be subject to a consent ballot.

Nil

(2) The date of any subdivision order that applies to this land.

Not applicable

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

Council **has not** been notified by Local Land Services – Greater Sydney that the land is subject to a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003.

16 BIODIVERSITY STEWARDSHIP SITES

Council **has not** been notified by the Director-General of the Department of Planning and Environment that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act, 2016*.

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

17 BIODIVERSITY CERTIFIED LAND

The land **is not** biodiversity certified land within the meaning of 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***

Council has not been notified of an Order issued under the Trees (Disputes between Neighbours) Act 2006.

NOTE: This advice is based on information provided by the Land and Environment Court.

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

The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works.

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**

Not applicable to Central Coast Local Government Area

21	**DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING**

Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning and Environment.

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

Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning and Environment.

23	WATER OR SEWERAGE SERVICES

Water or sewerage services provided to the land are not under the *Water Industry Competition Act 2006*.

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.

NOTE

CONTAMINATED LAND MANAGEMENT ACT 1997

The following matters are prescribed by section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

(a) The land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No

(b) The land to which the certificate relates is subject to a management order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

(c) The land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,

No

(d) The land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

(e) The land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No

For any enquiries regarding this Certificate, please contact Council's Customer Contact Centre on 02 4306 7900.



Tim Ennis
Signed on Behalf of Central Coast Council

LAND USE TABLE

Zone R1 General Residential

Central Coast Local Environmental Plan 2022

1 Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To promote best practice in the design of multi dwelling housing and other similar types of development.
- To ensure that non-residential uses do not adversely affect residential amenity or place unreasonable demands on services.

2 Permitted without consent

Home occupations; Recreation areas

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat launching ramps; Boat sheds; Car parks; Caravan parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Home occupations (sex services); Hostels; Hotel or motel accommodation; Information and education facilities; Jetties; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Serviced apartments; Sewage reticulation systems; Shop top housing; Signage; Tank-based aquaculture; Water recycling facilities; Water reticulation systems; Water storage facilities

4 Prohibited

Any development not specified in item 2 or 3

ABN 73 149 644 003
13 August 2024

GMS Legal
PO Box 270
TOUKLEY NSW 2263

Dear Sir/Madam

Property: Lot 2 DP 838996
20 Oxford Drive, LAKE HAVEN NSW 2263
Your Reference: 240698:287807

Reference is made to your request for a Sewer Mains Diagram.

In this regard please now find attached a copy of the relevant information showing the sewer main/s location in relation to the property.

If you have any further enquiries regarding this diagram, please contact Central Coast Council's Customer Contact on 02 4306 7900.

Yours faithfully

M Walsh
Signed on Behalf of Central Coast Council

Attach



Warning Note for Underground Plant Locations

This plan may not have been adjusted to take into account changes to boundaries, levels, fences or structures subsequent to the installation of the service/s. This plan is not to scale and all measurements are approximate only. The service/s indicated are expected to be in proximity to the location and depth shown on the plan. Where it is intended to rely on the accurate location of the service/s, the exact position and depth of the service/s should be ascertained onsite by careful hand excavation. Council can provide an on-site advisory service on request to assist in this process. Persons undertaking work will be held responsible for any damage caused to Council's services. Any indication of materials should be used as a guide only.

Base Cadastre is part of the Digital Cadastral Database supplied by the Land and Property Information, (LPI), a division of the Department of Finance and Services. Any person whose legal rights may be affected, or intends to act on any cadastral information shown on this plan should verify such information by consulting the Department of Finance and Services before so acting.

Central Coast Council

Central Coast Council

Sewer Mains Diagram

Not to Scale

Issue Date: 13/08/2024

Legend

- Access Chamber
- Dead End
- Lamphole
- Sewer Manhole
- Vacuum Pot
- Valve
- Private Pump Station
- Pump Station
- Treatment Plant
- Reticulation Main
- Trunk Main
- Reticulation Main (Asbestos)
- Effluent Main
- Private Rising Main
- Rising Main
- Vacuum Main
- Rising Main (Asbestos)
- Sewer Encasement
- Abandoned Main
- Main Not In Use
- Applicants land

ABN 73 149 644 003
Your Ref: 240698:287807

12 August 2024

GMS Legal
PO Box 270
TOUKLEY NSW 2263

Dear Sir/Madam

20 Oxford Drive, LAKE HAVEN NSW 2263
Lot 2 DP 838996

Reference is made to your request for a Sewer Connection Plan for the above mentioned allotment.

Please be advised that Council staff have carried out a thorough search of its records and is unable to locate a sewer connection plan.

If you have any further enquiries regarding this matter, please contact Customer Contact on 02 4306 7900.

Yours faithfully

M Walsh
Signed on Behalf of Central Coast Council

Attachment:

I certify that I have sighted the original document, and this is a true copy of it.

Anne Howden

Anne Marie Howden J.P. No. 254195

Dated 21/8/24

ANNE MARIE HOWDEN
38 Canton Beach Road
Toukley NSW 2263
Justice of the Peace No. 254195

Enduring

Power of Attorney

of

Amy Elizabeth Anstey

GMS Legal & Conveyancing
38 Canton Beach Road
Toukley NSW 2263
DX 22614 Toukley
Phone: 4397 2233
Fax: 4397 2555
Our Ref: GMS :171036

Enduring Power of Attorney

An enduring power of attorney is a legal document that allows you (the 'principal') to nominate one or more persons (referred to as an attorney) to act on your behalf. An enduring power of attorney gives the attorney the authority to manage your legal and financial affairs, including buying and selling real estate, shares and other assets, operating your bank accounts, and spending money on your behalf.

The attorney's power continues even if for any reason you lose your mental capacity to manage your own affairs. Once you lose mental capacity you cannot revoke this power of attorney. If you want the power of attorney to cease if you lose mental capacity, use the ***General Power of Attorney*** form. An attorney under an enduring power of attorney cannot make decisions about your lifestyle or health; these decisions can only be made by a guardian (whether an enduring guardian appointed by you or a guardian appointed by the Civil and Administrative Tribunal or the Supreme Court).

The Prescribed Witness Certificate must be completed. Before acting as your attorney/s, the attorney/s (including any substitute attorney/s) must sign the acceptance section.

Please read the **Important Information** set out at the end of this document. It includes notes to assist in completing this document and more fully explains the role and responsibilities of an attorney.

1. Appointment of attorney by the Principal

I, **AMY ELIZABETH ANSTEY**

of 2/20 Oxford Drive, Lake Haven, NSW 2263

Appoint

DAVID PETER ANSTEY

of 2/20 Oxford Drive, Lake Haven NSW 2263

~~**and also appoint**~~

to be my attorney.

I certify that I have sighted the original document, and this is a true copy of it.

Anne Marie Howden J.P. No. 254195

Dated 21/8/24

(Please initial the bottom of this page) AEAnstey

Enduring Power of Attorney

~~My attorneys are appointed:~~

☐ ~~Jointly *(your attorneys must all act together).* I want the appointment to be terminated if one of the attorneys dies, resigns or otherwise vacates office.~~

☐ ~~Jointly *(your attorneys must all act together).* I do not want the appointment to be terminated if one of the attorneys dies, resigns or otherwise vacates office.~~

☐ ~~Jointly and Severally *(Your attorneys may act individually, or together with the other attorneys if they choose).*~~

~~If no option is selected or the option chosen is unclear or inconsistent, I intend my attorneys to act jointly and severally.~~

Nomination of substitute attorney/s *(optional)*

If my attorney/s vacates office, I appoint:

DAVID ANSTEY

of 8 Connemara Avenue, Killarney Heights, NSW 2087

to be my substitute attorney/s.

~~My substitute attorney/s are to be appointed:~~

☐ ~~Jointly *(your attorneys must all act together).*~~

~~Or~~

☐ ~~Jointly and Severally *(your attorneys may act individually, or together with the other attorneys if they choose).*~~

I certify that I have sighted the original document, and this is a true copy of it.

Anne Howden

Anne Marie Howden J.P. No. 254195

Dated 21/8/24

(Please initial the bottom of this page) _____ AMH.

Enduring Power of Attorney

2. Powers

My attorney/s may exercise the authority conferred on my attorney/s by Part 2 of the *Powers of Attorney Act 2003* to do anything on my behalf I may lawfully authorise an attorney to do.

I give this power of attorney with the intention that it will continue to be effective if I lack the capacity through loss of mental capacity after its execution.

Additional powers (optional)

☐ ~~I authorise my attorney to give reasonable gifts as provided by section 11(2) of the *Powers of Attorney Act 2003*.~~

☐ ~~I authorise my attorney to confer benefits on the attorney to meet his/her reasonable living and medical expenses as provided by section 12(2) of the *Powers of Attorney Act 2003*.~~

☒ I authorise my attorney to confer benefits on the following person/s to meet their reasonable living and medical expenses as provided by section 13(2) of the *Powers of Attorney Act 2003*.

DAVID PETER ANSTEY

3. Conditions and Limitations

I place the following limits and/or conditions on the authority of my attorney/s:

NIL

I certify that I have sighted the original document, and this is a true copy of it.

Anne Marie Howden J.P. No. 254195

Dated 24/8/24

(Please initial the bottom of this page) _____

Enduring Power of Attorney

4. Commencement

Tick the applicable box below (one only)

This power of attorney operates:

☒ Once the attorney/s have accepted his/her appointment by signing this document.

☐ ~~Once a medical practitioner considers that I am unable to manage my affairs (and provides a document to that effect).~~

☐ ~~Once my attorney considers that I need assistance managing my affairs.~~

☐ ~~Other~~ .....

~~If no option is selected or the options chosen are unclear or inconsistent, I intend that the power of attorne will operate once my attorney/s have accepted their appointment by signing this document.~~

5. Your signature to make the appointment

Date: 6 / 9 / 2017

Signature of witness: M.J ——+ Signature of principal: A Howden

Name of witness **Michele Joncourt**

Address of witness 38 Canton Beach Road, Toukley NSW 2263

I certify that I have sighted the original document, and this is a true copy of it.

Anne Howden

Anne Marie Howden J.P. No. 254195

Dated 21/8/24

(Please initial the bottom of this page) _____

Enduring Power of Attorney

6. Certificate under section 19 of the *Powers of Attorney Act 2003*

I, **Michele Joncourt** of **38 Canton Beach Road, Toukley NSW 2263**

certify the following:

a) I explained the effect of this power of attorney to the principal before it was signed.

b) The principal appeared to understand the effect of this power of attorney

c) I am a prescribed witness.

d) I am not an attorney under this power of attorney.

e) I have witnessed the signature of this power of attorney by the principal.

Signature: M.J ..... Date: 6 / 9 / 2017

Signatory's Capacity
Tick the appropriate category

☒ Solicitor/barrister of the Commonwealth or of any State or Territory,

☐ Registrar of the Local Court,

☐ Licensed Conveyancer who has successfully completed a course of study approved by the Minister,

☐ NSW Trustee and Guardian employee who has successfully completed a course of study approved by the Minister,

☐ A trustee company employee who has successfully completed a course of study approved by the Minister,

☐ Legal Practitioner qualified in a country other than Australia who is instructed and employed independently of any legal practitioner appointed as an attorney under this power of attorney.

I certify that I have sighted the original document, and this is a true copy of it.

.....
Anne Marie Howden J.P. No. 254195

Dated 2/9/24

(Please initial the bottom of this page) _____

Enduring Power of Attorney

7. Acceptance by attorney

a) I accept that I must always act in the principal's best interests.

b) I accept that as attorney I must keep my own money and property separate from the principal's money and property.

c) I accept that I should keep reasonable accounts and records of the principal's money and property.

d) I accept that unless expressly authorised, I cannot gain a benefit from being an attorney.

e) I accept that I must act honestly in all matters concerning the principal's legal and financial affairs.

Failure to do any of the above may incur civil and/or criminal penalties.

Signature: ..... Date: 17 / 10 / 17

Name: **DAVID PETER ANSTEY**

AND

Signature: ..... Date: 17 / 10 / 2017

Name: **DAVID ANSTEY**

LPI OFFICE USE ONLY

REGISTERED
16/8/2024
BK 4828 NO 905

REGISTRAR GENERAL · NEW SOUTH WALES ·

I certify that I have sighted the original document and this is a true copy of it.

.....
Anne Marie Howden J.P. No. 254195

Dated 21/8/24

(Please initial the bottom of this page) _____

Enduring Power of Attorney

Important information

- *A power of attorney is an important and powerful legal document. You should get legal advice before you sign it.*
- *It is important that you trust the person you are appointing as attorney to make financial decisions on your behalf. They must be over 18 years old and must not be bankrupt or insolvent. If your financial affairs are complicated, you should appoint an attorney who has the skills to deal with complex financial arrangements.*
- *A power of attorney cannot be used for health or lifestyle decisions. You should appoint an enduring guardian under the Guardianship Act 1987 if you want a particular person to make these decisions. For further information, contact the Civil and Administrative Tribunal or NSW Trustee and Guardian.*
- *Clause 2 of the power of attorney contains powers which will permit your attorney to use your money and assets for the attorney or anyone else as provided. You should only tick boxes in Clause 2 if you want your attorney to have that power/s.*
- *This power of attorney is designed for use in New South Wales only. If you need a power of attorney for interstate or overseas, you may need to make a power of attorney under their laws. The laws of some other States and Territories in Australia may give effect to this Power of Attorney. However, you should not assume this will be the case. You should confirm whether the laws of the State or Territory concerned will in fact recognise this power of attorney.*
- *Your attorney must keep the attorney's own money and property separate from your money and property, unless you are joint owners, or operate joint bank accounts. Your attorney should keep reasonable accounts and records about your money and property. Usually the costs of providing and maintaining these records by the attorney may be recoverable from you.*
- *If your attorney is signing certain documents that affect real estate, the power of attorney must be registered at Land and Property Information NSW. Please contact LPI on T:1300 052 637 to see whether the power of attorney must be registered.*
- *An attorney must always act in your best interest. If your attorney does not follow your directions, or does not act in your best interest, you should consider revoking the power of attorney. You will only be able to do so whilst you retain capacity. If you revoke the power of attorney you should notify the attorney of the revocation, preferably in writing, that they are no longer your attorney. The attorney must stop acting immediately once they have knowledge of the revocation.*
- *This power of attorney does not automatically revoke earlier powers of attorney made by you. If you have made a previous power of attorney which you do not want to continue, you must revoke the previous power of attorney by serving a notice on your previous attorneys, if you have not already done so.*

I certify that I have sighted the original document, and this is a true copy of it.

.....

Anne Marie Howden J.P. No. 254195

Dated ..... 21/8/24 .....