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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 Gorokan** **86 Wallarah Road, Gorokan NSW 2263** **Email: peter@capitalone.com.au**	**Phone: 4392 8828** **Ref: Peter Wilson**
co-agent		
vendor		
vendor's solicitor	**Ezystep Conveyancing Toukley** **Shop 1/313 Main Road, Toukley NSW 2263** **Email: info@ezystepconveyancing.net.au**	**Phone: 4396 4895** **Ref: Jamie-Lee Carragher**
date for completion	**42nd day after the contract date** (clause 15)	
land (address, plan details and title reference)	**4a Luton Close, Kanwal NSW 2259** **Lot 1 in Deposited Plan 857209** **Folio Identifier 1/857209**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: Duplex	
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: Garden shed, Planter stand, 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 _____ Vendor _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser
VENDOR (COMPANY)	**PURCHASER (COMPANY)**
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 Signature of authorised person _____ _____ Name of authorised person Name of authorised person _____ _____ Office held 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 Signature of authorised person _____ _____ Name of authorised person Name of authorised person _____ _____ Office held Office held

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Choices

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

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

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

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

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

Purchaser must make 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 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 off-the-plan contract

Other

- ☒ 60 Additional provisions

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.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

4A LUTON CL KANWAL 2259

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Addition Provisions

These are the special conditions to the contract for the sale of land

BETWEEN

Joanne Fay Stevens and John Gerard Stevens
And

1. Notice to complete

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract. If the vendor issues a notice to complete, the purchaser shall allow the vendor at settlement an amount of $385.00. The payment of such monies is an essential term of this contract.

2. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

3. Purchaser acknowledgements

The Purchaser acknowledges that they are purchasing the property:

(a) Subject to all defects latent and patent;
(b) Subject to any infestations or dilapidations;
(c) Subject to all existing water, sewerage, drainage and plumbing services and connections passing through or over the property;

(d) Subject to all telephone or electricity lines whether the property of any Local Authority or third party or any posts, fittings or fixtures therefore erected on or passing over or through the property or to any easements in respect thereof or the absence of any such easements.
(e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under the Act in respect of any building, improvement or fixture on the land.
(f) Subject to any encroachments by or upon the property.
(g) Subject to any asbestos in the improvements to the property whether disclosed by the vendor or not.

The Purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

4. The property, together with any improvements thereon, is sold in its present state of condition and repair. The Purchaser confirms and acknowledges that they buy the property as is and are not relying on any warranties or representations made to the Purchaser by the Vendor or on behalf of the Vendor which is not contained in this Contract. The Purchaser shall not make any requisition, objection or claim thereto upon the Vendor to carry out any repairs to the said property, or to any furnishings and chattels, assume any liability towards, or payment of any monies relative to a work order or decision of any statutory authority, Owners Corporation or Local Council made after the date hereof nor effect any treatment for pest infestation.

5. The Purchaser must satisfy themselves as to the effect on the property of any environmental planning scheme or other statutory or other requirement. The Vendor gives no warranty as to the conditions relating to the use of the property by the purchaser or any other party. The Purchaser must satisfy themselves as to the use of the property and all consents required for such use for the purchaser’s purposes. The Purchaser may not delay settlement

nor make any requisition, objection or claim for compensation nor have any right of rescission or termination in relation to these matters.

6. Late completion

In the event that completion is not effected on the nominated day for settlement, or if the vendor cannot settle on that day then the third day after written notice from the vendor that the vendor is able to settle, then the purchaser shall pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum from the date nominated for completion until and including the actual day of completion.

7. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

8. Release of deposit for payment of a deposit and stamp duty

The purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor’s agent to release to the vendors such part of the deposit moneys as the vendors shall require to use for the purpose of a deposit and/or stamp duty on any piece of real estate that the vendors negotiate to purchase between the date hereof and the date of settlement hereof.

9. Cancelled or Delayed Settlement

In the event settlement is delayed or cancelled by the Purchaser or their mortgagee and settlement is cancelled within 24 hours of the scheduled time for settlement or is rescheduled for another time on the same day or following day at no fault of the Vendor, then the Purchaser shall pay all necessary costs and charges to have settlement re-scheduled in the sum of $145.00 inclusive of GST on settlement. These costs shall cover the additional expenses incurred by the Vendor as a consequence for the delay or cancellation by the Purchaser.

10. Requisitions on title

For the purpose of clause 5.1 and 5.2 the Vendor is obliged only to reply to the requisitions on title annexed to this contract.

11. Notwithstanding any provision in this Contract for Sale, in the event that the title is Limited Title but not Qualified Title, the Vendor shall be under no obligation to provide to the Purchaser any Abstract of Title or Old System Document in relation to the subject property.

12. Electronic Settlement

(a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.

(b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.

(c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.

(d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
(e) Settlement takes place when the financial settlement takes place.
(f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
(g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
(h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

13. The purchaser acknowledges that the Sewer Service Diagram forming part of this contract is the most up-to-date Diagram available from Central Coast Council. The Purchaser shall make no requisition objection or claim for compensation with respect to the Sewer Service Diagram.

14. Maintenance of Property before settlement

The Purchaser cannot make any claim, requisition, objections nor delay completion if at completion the Vendor has:

(i) not cut the grass or maintained the lawn or other plants;

(ii) left any items, rubbish or refuse on the property which do not hinder the full use and enjoyment of the property.

This is an essential term of the contract.

15. The parties agree to adjust all usual outgoings and all amounts under the contract on settlement, however, if any amount, including but not limited to, balance settlement monies, deposit, rates, is incorrectly calculated, overlooked or an error is made in the calculations or payments, the parties

agree and warrant to correct such error to reimburse each other accordingly after settlement. This clause shall not merge on completion.

16. The Purchasers representative must prepare and serve proposed settlement sheet with supporting certificates to the Vendors representative within five (5) business days prior to the settlement date. If the proposed settlement sheet is provided less than five (5) business days prior to completion, the purchaser will allow the sum of $150 to cover the vendors representative costs for late preparation of settlement adjustment sheet.

17. Deposit by Instalments

In the event the Vendor has agreed to allow the purchaser to pay the deposit by instalments, the following applies;

The purchaser acknowledges that the Vendor is entitled to require payment of the full deposit equal to 10% of the purchase price.

The deposit will be paid as per the following;

- 0.25% to be paid on exchange.
- 9.75% to be paid in the expiry of the cooling off period.

18. Tenant

The parties acknowledge that if the property is tenanted and the vendor has agreed to vacant possession, completion is conditional upon vacant possession being provided. It is agreed that completion will take place on the later of:

a) The completion date noted on the front page of the contract;

b) Three working days after the vendor provides notice that the property is vacant and settlement can taken place.

The vendor agrees that the tenant will be given 30 days notice to vacate once the cooling off period has expired and contracts are binding. It is agreed that if vacant possession cannot be provided within three months from the contract date then either party can serve notice to rescind the contract and clause 19 shall apply.

REQUISITIONS ON TITLE

Property: 4a Luton Close, Kanwal NSW 2259

Vendor: Joanne Fay Stevens and John Gerard Stevens

The following requisitions do not cover matters that are normally covered by pre contract enquiries, the law and the contract.

A vendor who supplies a deliberately false answer to a requisition is liable in damages for deceit if the answer is intended to, and does, induce the purchaser to complete. This extends not only to the original replies, but to situations where the vendor is unaware of the error when delivering answers but discovers the error before settlement and fails to disclose the truth to the purchaser.

All properties

1. Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property and inclusions free of encumbrances and with vacant possession?

2. Are there any encroachments by or upon the property?

3. Has the construction and use of the improvements erected on the property been approved by the responsible authorities and comply with their requirements?

4. Is the vendor aware of anything that affects the use of the property that is not immediately apparent to the purchaser on normal inspection?

5. Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the property?

If strata/community title

1. Has the initial period expired?

2. Are there any proposed resolutions or proposed charges or levies not discoverable by inspection of the books of the owners corporation, the community, and precinct or neighbourhood associations?

If rural

1. Are there any notices from neighbours or any public authorities requiring compliance?

2. All agreements written, oral or by usage not disclosed in the contract relating to such matters as farming, grazing, share farming, agistment, sharing of plant and facilities, use of water, passage through the property should be disclosed and must be terminated, and plant and equipment not the subject of the sale removed from the property prior to completion.

3. Are there any give and take fences?

4. Are there any agreements with neighbours relating to fencing?

5. Are there any licences or agreements relating to pipelines, soil conservation or timber harvesting?

6. Has the vendor any water licence or rights under the Water Management Act 2000?

7. Are there any access roads or tracks to this property or to adjoining properties through this property that are not public roads?

8. Are there any enclosure permits that attach to the property?

9. Are there any notices or issues outstanding relating to stock diseases, chemical pollution or noxious weeds?

10. Are there any matters that specifically affect the property under legislation relating to Native Title, Aboriginal Land Rights, threatened species, native vegetation conservation or National Parks and Wildlife?

11. Is there any application to the Crown for purchase or conversion of a holding?

12. Is there any amount due to the Crown by way of rent or balance of purchase money on any part of the property?

If company title

1. Please provide evidence that the company has approved the sale of the shares to the purchaser which will be registered in the share register on presentation following settlement.

2. Have there been or are there any proposed changes to the constitution of the company that affect the right of occupation by the purchaser and the use and enjoyment of the hereditaments?

3. The financial records and books of the company will be inspected and must prove satisfactory and establish that the company is free of debt, that all levies on shareholders have been made and paid and that there is no action suit or proceeding by or against the company.

4. A copy of the constitution of the company must be provided together with copies of the minutes of the last general meeting and copies of any resolutions that might adversely affect the use and enjoyment of the property by the purchaser.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/857209

SEARCH DATE	TIME	EDITION NO	DATE
2/5/2024	1:06 PM	6	8/9/2018

LAND

LOT 1 IN DEPOSITED PLAN 857209
AT KANWAL
LOCAL GOVERNMENT AREA CENTRAL COAST
PARISH OF MUNMORAH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP857209

FIRST SCHEDULE

JOHN GERARD STEVENS
JOANNE FAY STEVENS
AS JOINT TENANTS (T AK892265)

SECOND SCHEDULE (5 NOTIFICATIONS)

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1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 DP840281 EASEMENT TO DRAIN WATER 1, 1.5, 2 WIDE & VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
3 DP842138 RESTRICTION(S) ON THE USE OF LAND
4 DP857209 EASEMENT TO DRAIN SEWAGE OVER EXISTING LINE OF PIPES AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
5 AK892266 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* 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: 02/05/2024 13:06:13

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 SEWAGE OVER EXISTING LINE OF PIPES

P.S. Approved
J.M.S. Bourke

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, of † 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 6165

Date 16-2-1996

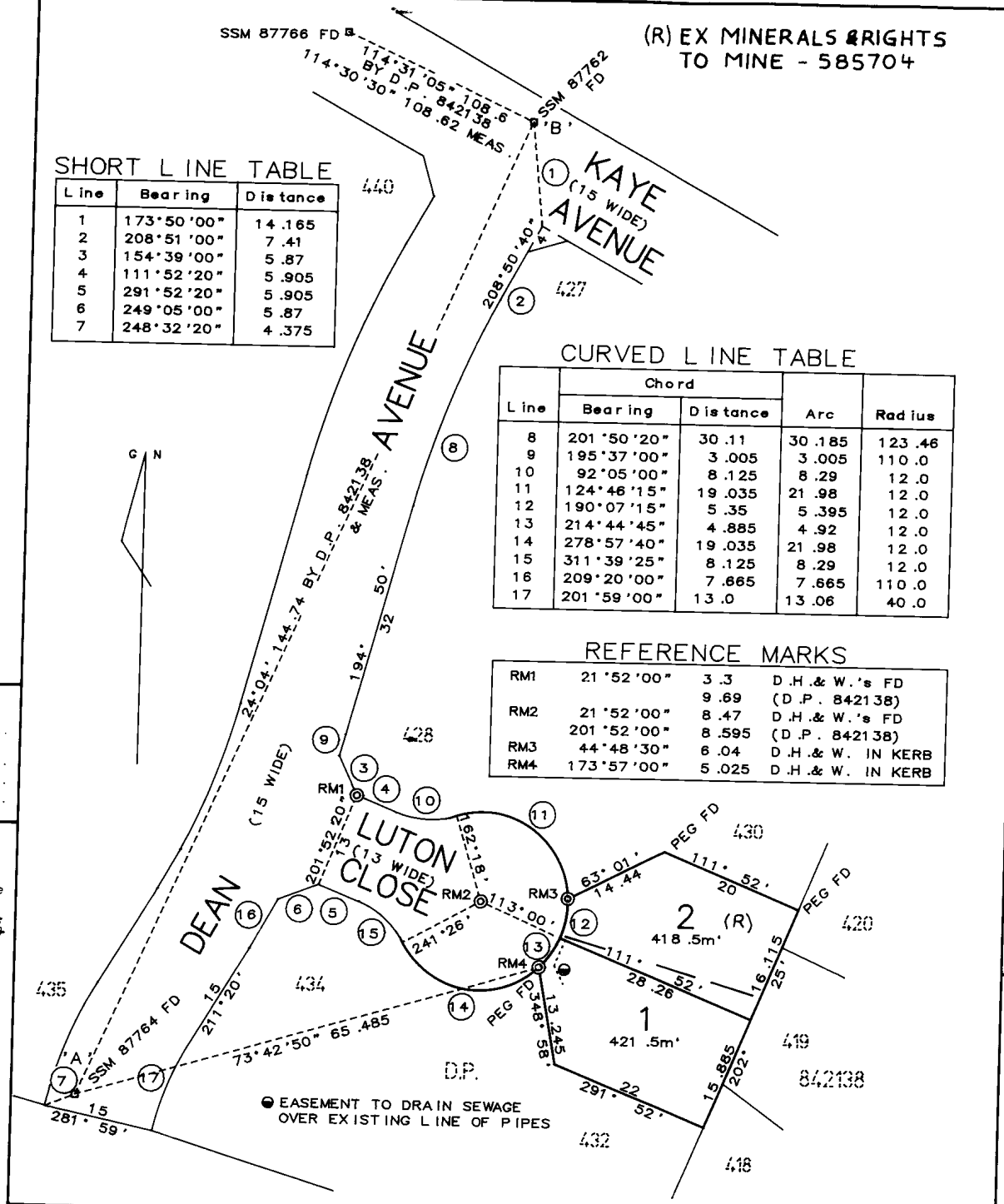
(Signature) .....

~~Council Clerk~~ AUTHORIZED PERSON

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 Water Corporation Ltd.

† Delete if inapplicable.



Line	Bearing	Distance
1	173°50'00"	14.165
2	208°51'00"	7.41
3	154°39'00"	5.87
4	111°52'20"	5.905
5	291°52'20"	5.905
6	249°05'00"	5.87
7	248°32'20"	4.375

Line	Chord Bearing	Chord Distance	Arc	Radius
8	201°50'20"	30.11	30.185	123.46
9	195°37'00"	3.005	3.005	110.0
10	92°05'00"	8.125	8.29	12.0
11	124°46'15"	19.035	21.98	12.0
12	190°07'15"	5.35	5.395	12.0
13	214°44'45"	4.885	4.92	12.0
14	278°57'40"	19.035	21.98	12.0
15	311°39'25"	8.125	8.29	12.0
16	209°20'00"	7.665	7.665	110.0
17	201°59'00"	13.0	13.06	40.0

RM1	21°52'00"	3.3	D.H.& W.'s FD
		9.69	(D.P. 842138)
RM2	21°52'00"	8.47	D.H.& W.'s FD
	201°52'00"	8.595	(D.P. 842138)
RM3	44°48'30"	6.04	D.H.& W. IN KERB
RM4	173°57'00"	5.025	D.H.& W. IN KERB

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

DP 857209

Registered: [redacted] 23.2.1996

C.A: No 6165 of 16-2-1996

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U4512-1

Last Plan: D.P. 842138

PLAN OF SUBDIVISION OF LOT 431 D.P. 842138

Lengths are in metres. Reduction Ratio 1: 600

L.G.A. ~~Mun./Shire~~ ~~City~~ WYONG

Locality: KANWAL

Parish: MUNMORAH

County: NORTHUMBERLAND

Plans used in preparation of survey/compilation.

D.P. 842138

I, MARK ANTHONY ROLLS
of CADMAN & ROLLS SURVEYORS
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 13th NOVEMBER 1995

Signature Mark Rolls
Surveyor registered under Surveyors Act, 1929.

AZIMUTH 'A'—'B'

SURVEYOR'S REFERENCE: 5782B POLICY 3 CHECKLIST

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R338689 /Doc:DP 0857209 P /Rev:26-Feb-1996 /NSW LRS /Pgs:ALL /Prt:02-May-2024 13:06 /Seq:1 of 1
© Office of the Registrar-General /Src:TRISearch /Ref:Stevens Sale

Req:R338690 /Doc:DP 0857209 B /Rev:26-Feb-1996 /NSW LRS /Pgs:ALL /Prt:02-May-2024 13:06 /Seq:1 of 2
© Office of the Registrar-General /Src:TRISearch /Ref:Stevens Sale

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

PART 1

DP 857209

Subdivision of Lot 431
in Deposited Plan No 842138
covered by Council ~~Clerks~~
Certificate No. 6165.

Full names and addresses of the proprietors of the land:

P.J. Barnes Pty Limited of
4 Geraldton Close,
Norah Head NSW 2263

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

Easement to drain sewage over existing line of pipes.

SCHEDULE OF LOTS ETC., AFFECTED

LOTS BURDENED	LOTS BENEFITED
1	2

PART 2

TERMS OF EASEMENT FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN:

Full and free right by the dominant tenement indicated herein and any person authorised by him to maintain and repair any pipes or whatever may be deemed necessary by the relevant authorities to drain sewage from the lot benefited by this easement. The right shall include the right to enter upon the land and the use of any tools or implements or machinery which would normally be necessary for the purposes stated herein PROVIDED that any disturbances of the natural surface shall be restored to its original condition and all work to be completed within a reasonable period of time. The above rights shall be limited to the area designated on the above described plan.

Persons, authorities empowered to release, modify or vary the conditions :

Wyong Shire Council

Req:R338690 /Doc:DP 0857209 B /Rev:26-Feb-1996 /NSW LRS /Pgs:ALL /Prt:02-May-2024 13:06 /Seq:2 of 2
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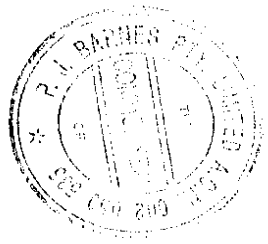
INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,1919, AS AMENDED

Lengths are in metres

DP 857209

The common seal of P.J. Barnes Pty Limited
was hereunder duly affixed pursuant to a resolution
of the Board of Directors in the presence of:



J. M. Barnes
SECRETARY

P.J. Barnes
DIRECTOR

..... witness

..... name of witness

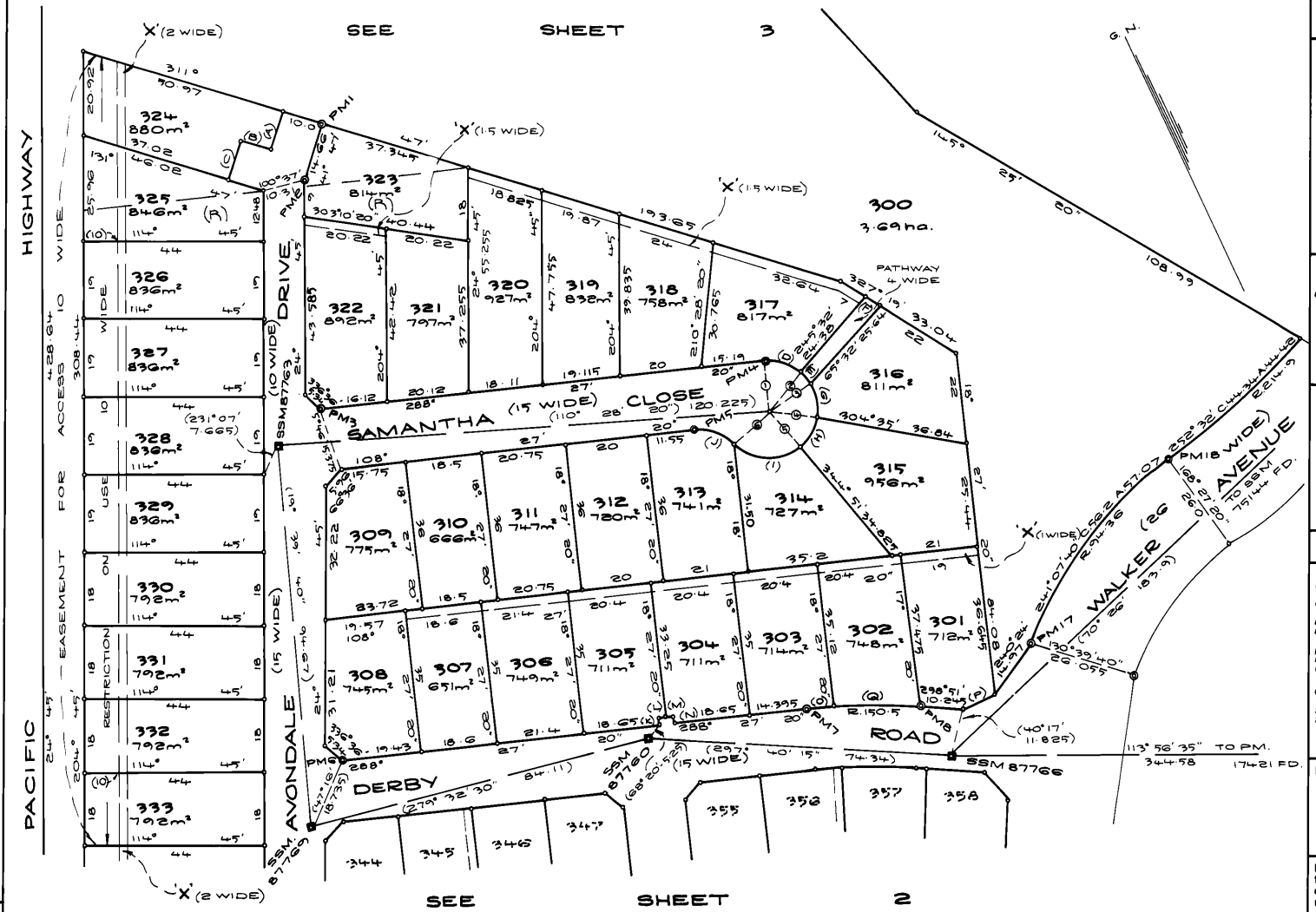
23.2.1996

PLAN FORM 2

Plan Drawing only to appear in this space

*OFFICE USE ONLY

SIGNATURE AND SEALS ONLY.



SHORT LINE TABLE				
LOT/REF.	RADIUS	ARC	BEARING	DISTANCE
324 (A)			22° 47'	10
324 (B)			311° 47'	7.825
324 (C)			22° 47'	10
317 (D)	12	9.86	312° 00'	9.585
PATH (E)	12	4.08	345° 16'	4.06
PATH (F)			147° 19'	4.04
316 (G)	12	8.29	14° 48'	8.125
315 (H)	12	8.435	54° 43'	8.26
314 (I)	12	17.785	117° 19'	16.2
313 (J)	12	10.75	134° 07'	10.39
305 (K)			198° 27'	1.75
305 (L)			288° 27'	1.75
304 (M)			288° 27'	1.75
304 (N)			18° 27'	1.75
303 (O)	150.5	6.005	289° 36'	6.005
301 (P)			270° 24'	8.61
302 (Q)	150.5	21.285	294° 48'	21.265

PM.& RM. DH & W's				
1	180° 00'	2.29	&	7.02
2	100° 37'	2.3	&	7.57
3	5° 46'	3.59	&	11.84
4	18° 27'	3.54	&	20.51
5	198° 27'	3.415	&	11.535
6	24° 45'	3.395	&	11.665
7	18° 27'	3.345	&	11.555
8	28° 51'	3.475	&	11.65
17	310° 39' 40"	8.38	&	20.675
18	348° 27' 20"	8.385	&	20.545

RADIAL LINES
1 18° 27' 20"
2 65° 32'
3 85° 00' 20"
4 124° 35'
5 164° 51'
6 249° 46' 20"

'X' EASEMENT TO DRAIN WATER 1, 1·5, 2 WIDE & VARIABLE WIDTH.

(R) EXCLUDING MINERALS - RIGHTS TO MINE - 585104

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

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP 840281

Registered: 29·6·1994

C.A.: No 5688 of 9·6·1994

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U4512-1 #

Last Plan: DP788721 DP831035

PLAN OF SUBDIVISION OF LOTS 182 & 183 DP 831035 & LOT 122 DP 788721.

Lengths are in metres. Reduction Ratio 1: 800

L.G.A. Mun./Shire City: WYONG

Locality: KANWAL

Parish: MUNMORAH

County: NORTHUMBERLAND

This is sheet 1 of my plan in 3 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 Regulation 1990 and was completed on

7·6·94

Signature: L. A. Walker

Surveyor registered under Surveyors Act, 1929, as amended. Datum Line of Azimuth: 'A' 'B' #Insert date of survey.

Plans used in preparation of survey/compilation.

D.P. 831035, D.P. 788721, D.P. 829633, D.P. 831035, D.P. 210229, D.P. 244691, D.P. 21288, D.P. 806876, D.P. 26179

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 TO
A) DEDICATE WALKER AVENUE, AVONDALE DRIVE, SAMANTHA CLOSE, DERBY ROAD, ASCOT CLOSE & THE PATHWAY AS PUBLIC ROADS.
B) CREATE PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919:-
1.) EASEMENT TO DRAIN WATER 1, 1·5, 2 WIDE & VARIABLE WIDTH.
2.) RESTRICTION ON USE.
3.) EASEMENT FOR ACCESS.
4.) RESTRICTION ON USE.

Crown Lands Office Approval

AN 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 94B 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. 5688

Date 9.6.1994

(Signature) .....

~~Council Clerk~~ AUTHORISED PERSON

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: 49060/3

Req:R338691 /Doc:DP 0840281 P /Rev:13-Jul-1994 /NSW LRS /Pgs:ALL /Prt:02-May-2024 13:06 /Seq:1 of 3
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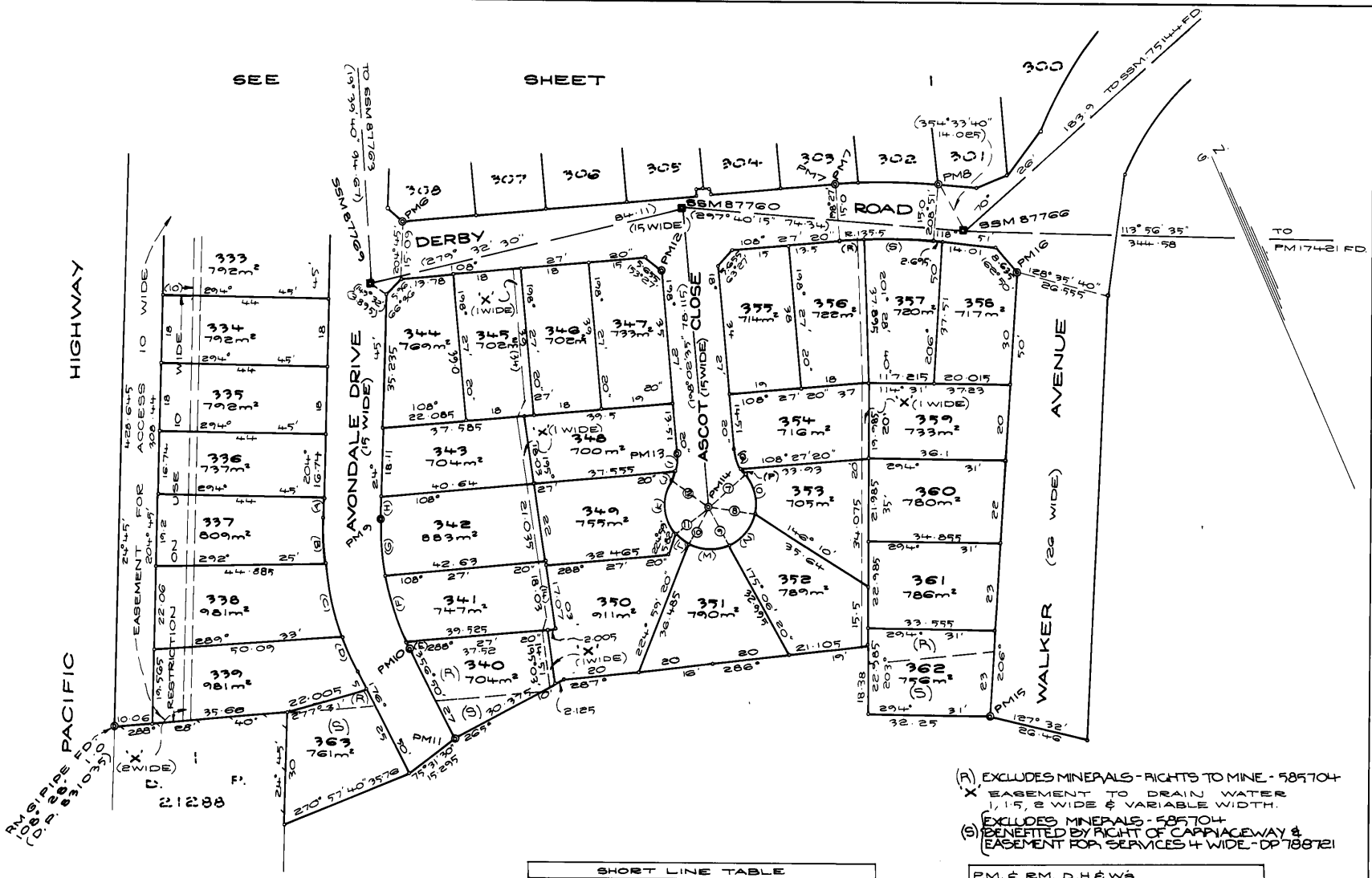
Y065A3A

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



(R) EXCLUDES MINERALS - RIGHTS TO MINE - 585704
X EASEMENT TO DRAIN WATER 1, 1·5, 2 WIDE & VARIABLE WIDTH.
(S) EXCLUDES MINERALS - 585704 BENEFITTED BY RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 4 WIDE - DP 188721

RADIAL LINES	
7	72° 47' 40"
8	125° 37'
9	178° 26'
10	231° 18'
11	251° 18'
12	324° 06' 50"

SHORT LINE TABLE				
LOT/REF.	RADIUS	ARC	BEARING	DISTANCE
337 (A)			204° 45'	5·29
337 (B)	87	12·15	200° 45'	12·14
338 (C)	87	20·04	190° 09'	19·995
339 (D)	87	10·2	180° 12'	10·195
340 (E)	72	1·495	357° 28'	1·495
341 (F)	72	18·53	5° 24'	18·48
342 (G)	72	15·06	18° 46'	15·03
342 (H)			24° 45'	6·005
348 (I)	12	4·605	209° 27'	4·575
348 (J)	12	2·865	227° 16'	2·86
349 (K)	12	15·26	197° 41'	14·25
350 (L)	12	4·19	131° 16'	4·165
351 (M)	12	11·065	114° 51'	10·675
352 (N)	12	11·065	62° 02'	10·675
353 (O)	12	11·065	9° 12'	10·675
353 (P)	12	1·87	347° 16'	1·87
354 (Q)	12	5·6	5° 05'	5·545
356 (R)	135·5	6·5	109° 50'	6·5
357 (S)	135·5	18·065	115° 01'	18·055

P.M. & RM. D.H & Ws		
6	24° 45'	3·395 & 11·665
7	18° 27'	3·345 & 11·555
8	28° 51'	3·475 & 11·65
9	114° 45'	3·425 & 11·55
10	86° 50'	3·395 & 11·51
11	75° 31'	3·475 & 11·87
12	288° 27'	3·39 & 11·765
13	288° 27'	3·435 & 11·845
14	18° 27'	8·395
15	307° 32'	8·55 & 21·0
16	308° 35' 40"	7·17 & 21·365

DP 840281

Registered 29·6·1994

This is sheet 2 of my plan in 3 sheets dated 7-6-1994

I.A. Walker

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 3 sheets covered by my Certificate No. 56EE of 9.6.1994

Authorised Person — Council Clerk

For use where space is insufficient in any panel on Plan Form 2.

Reduction Ratio 1: 800

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 49060/3

Req:R338691 /Doc:DP 0840281 P /Rev:13-Jul-1994 /NSW LRS /Pgs:ALL /Prt:02-May-2024 13:06 /Seq:2 of 3
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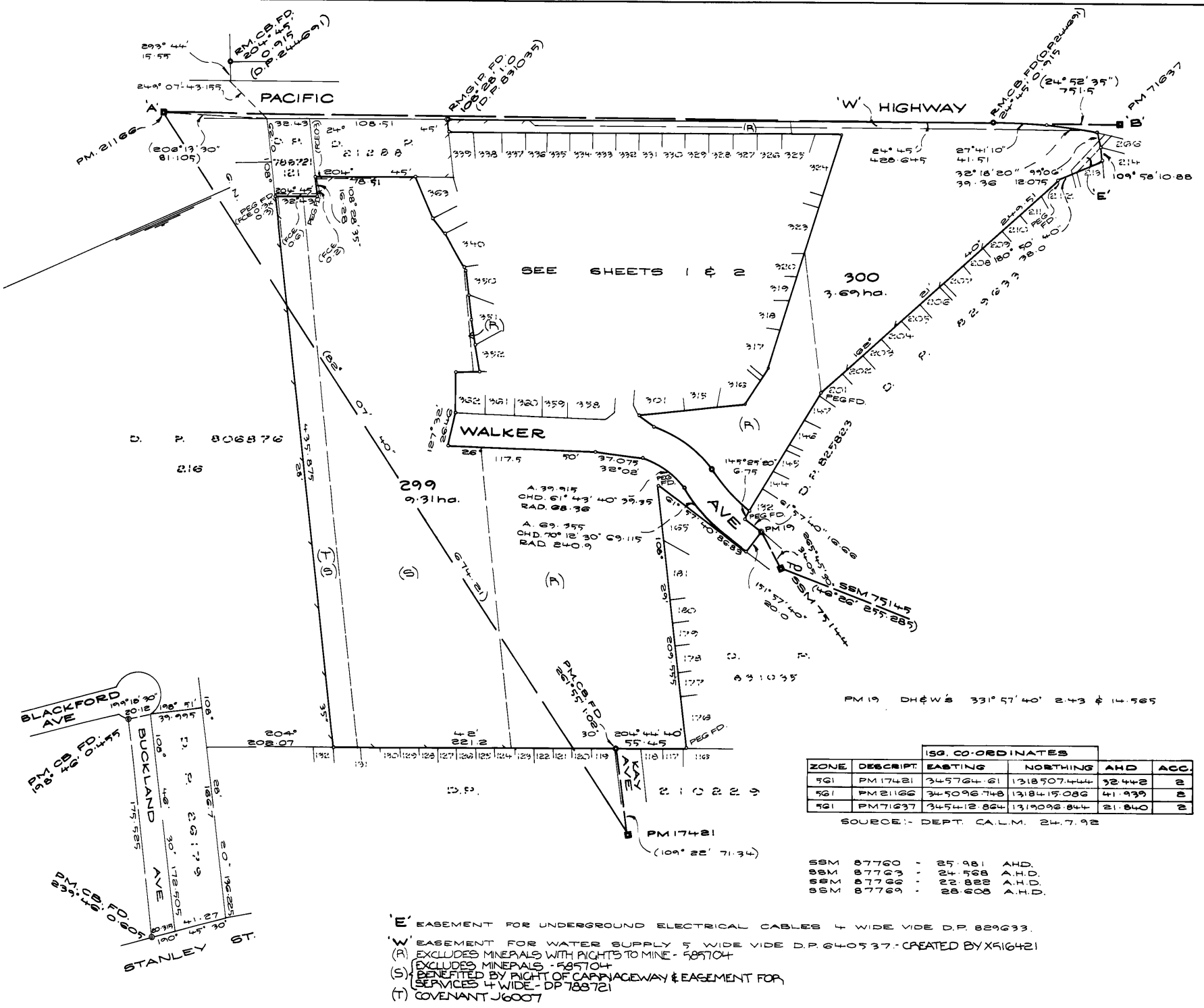
PLAN FORM 3 | To be used in conjunction with Plan Form 2 | WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION | *OFFICE USE ONLY



ISG. CO-ORDINATES					
ZONE	DESCRIPT.	EASTING	NORTHING	AHD	ACC.
56	PM 17421	345764.61	1318507.444	32.442	2
56	PM 21166	345096.748	1318415.086	41.939	2
56	PM 71637	345412.864	1319096.844	21.840	2

SOURCE:- DEPT. CA.L.M. 24.7.92

SSM 87760 - 25.981 A.H.D.
SSM 87763 - 24.568 A.H.D.
SSM 87766 - 22.822 A.H.D.
SSM 87769 - 28.608 A.H.D.

'E' EASEMENT FOR UNDERGROUND ELECTRICAL CABLES 4 WIDE VIDE D.P. 829633.

'W' EASEMENT FOR WATER SUPPLY 5 WIDE VIDE D.P. 640537.- CREATED BY X516421

(A) EXCLUDES MINERALS WITH RIGHTS TO MINE - 585704

(S) EXCLUDES MINERALS - 585704
BENEFITED BY RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 4 WIDE - DP 788721

(T) COVENANT J6007

DP 840281

Registered: 29.6.1994

This is sheet 3 of my plan in 3 sheets dated 7/6/1994

Surveyor registered under Surveyors Act 1929

This is sheet 3 of the plan of 3 sheets covered by my Certificate No. 5688 of 9.6.1994

Authorised Person ~~Council Clerk~~

For use where space is insufficient in any panel on Plan Form 2.

Reduction Ratio 1: 2000.

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 49060/3

Req:R338691 /Doc:DP 0840281 P /Rev:13-Jul-1994 /NSW LRS /Pgs:ALL /Prt:02-May-2024 13:06 /Seq:3 of 3
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Req:R338692 /Doc:DP 0840281 B /Rev:13-Jul-1994 /NSW LRS /Pgs:ALL /Prt:02-May-2024 13:06 /Seq:1 of 5
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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

PLAN:

DP 840281

Subdivision of lots 182 & 183 D.P.831035, lot 122 D.P.788721 covered by Council Clerk's Certificate No. 5688 OF 9.6.1994.

Full name and address of proprietor of the land.

STANNIC SECURITIES PTY LIMITED of 283 George Street Sydney.

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

Easement to drain water 1, 1.5, 2 wide and variable width.

Schedule of Lots etc. affected.

Lots burdened	Lots, Name of Road or Authority benefited.
301	302 to 308 inclusive
302	303 to 308 inclusive
303	304 to 308 inclusive
304	305 to 308 inclusive
305	306 to 308 inclusive
306	307 to 308 inclusive
307	308
317	318, 319, 320 and 323
318	319, 320 and 323
319	320 and 323
320	323
322	321
324	325 to 339 inclusive and lot 1 D.P.21288
325	326 to 339 inclusive and lot 1 D.P.21288
326	327 to 339 inclusive and lot 1 D.P.21288
327	328 to 339 inclusive and lot 1 D.P.21288
328	329 to 339 inclusive and lot 1 D.P.21288
329	330 to 339 inclusive and lot 1 D.P.21288
330	331 to 339 inclusive and lot 1 D.P.21288
331	332 to 339 inclusive and lot 1 D.P.21288
332	333 to 339 inclusive and lot 1 D.P.21288
333	334 to 339 inclusive and lot 1 D.P.21288
334	335 to 339 inclusive and lot 1 D.P.21288
335	336 to 339 inclusive and lot 1 D.P.21288
336	337 to 339 inclusive and lot 1 D.P.21288
337	338 to 339 inclusive and lot 1 D.P.21288

Req:R338692 /Doc:DP 0840281 B /Rev:13-Jul-1994 /NSW LRS /Pgs:ALL /Prt:02-May-2024 13:06 /Seq:2 of 5
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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: DP840281

Subdivision of lots 182 & 183 D.P.831035, lot 122 D.P.788721 covered by Council Clerk's Certificate No. 5688 of 9.6.1994.

Full name and address of proprietor of the land.

STANNIC SECURITIES PTY LIMITED of 283 George Street Sydney.

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

Easement to drain water 1, 1.5, 2 wide and variable width.

Schedule of Lots etc. affected.

Lots burdened	Lots, Name of Road or Authority benefited.
338	339 and lot 1 D.P.21288
339	lot 1 D.P.21288
340	299
341	340 and 299
342	340, 341 and 299
343	340, 341, 342 and 299
345	340, 341, 342, 343 and 299
352	299
353	352 and 299
354	352, 353 and 299
356	352, 353, 354 and 299

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

Restriction on use.

Schedule of Lots etc. affected

Lots burdened	Lots, Name of Road or Authority benefited.
324 to 339 inclusive	Wyong Shire Council

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

Easement for access.

AMENDED AT LTO 7.7.1994

Schedule of Lots etc. affected

Lots burdened	Lots, Name of Road or Authority benefited.
324 to 339 inclusive	Wyong Shire Council

Req:R338692 /Doc:DP 0840281 B /Rev:13-Jul-1994 /NSW LRS /Pgs:ALL /Prt:02-May-2024 13:06 /Seq:3 of 5
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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: DP840281

Subdivision of lots 182 & 183 D.P.831035, lot 122 D.P.788721 covered by Council Clerk's Certificate No. 5688 of 9.6.1994

Full name and address of proprietor of the land.

STANNIC SECURITIES PTY LIMITED of 283 George Street Sydney.

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

Restriction on use.

AMENDED IN LTO 7-7-1994

Schedule of Lots etc. affected

Lots burdened	Lots, Name of Road or Authority benefited.
301 to 363 inclusive	Each and every other lot.

PART 11

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 restriction on use secondly referred to in abovementioned plan.

No development other than fencing shall take place on that part of the lot burdened as shown in the abovementioned plan, being 10 metres in width from the rear boundary line being that boundary line common with lot 300 in the abovementioned plan. Such fencing shall not exceed 1.1 metres in height along the rear boundary line and that part of the side boundary lines for a distance of 3 metres from the aforementioned rear boundary line.

3. Terms of easement thirdly referred to in abovementioned plan.

Full right leave liberty and licence for Wyong Shire Council (hereafter referred to as "the Council"), its agents, servants and workmen to lay down erect construct and place repair renew inspect maintain and remove fencing along the rear boundary line, being that boundary line common with lot 300 in the abovementioned plan TOGETHER WITH full right leave liberty and licence for the Council its servants agents and workmen either with or without vehicles and equipment of all descriptions to enter into and upon that part of the lot burdened or any part thereof for the purposes aforesaid.

Req:R338692 /Doc:DP 0840281 B /Rev:13-Jul-1994 /NSW LRS /Pgs:ALL /Prt:02-May-2024 13:06 /Seq:4 of 5
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CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919.

LENGTHS ARE IN METRES

PART 11(continued)

PLAN: DP840281

Subdivision of lots 182 & 183 D.P.831035, lot 122 D.P.788721 covered by Council Clerk's Certificate No. 5688 OF 9.6.1994

Full name and address of proprietor of the land.

STANNIC SECURITIES PTY LIMITED of 283 George Street Sydney.

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

(a)No building shall be erected or be permitted to remain on any lot burdened having external walls of material other than brick, stone, glass, natural timbers, or any of the following materials externally coated with a seamless textured trowel-on acrylic material to a minimum of 2mm thickness ("specified materials"):
(i) cellulose fibre reinforced cement building sheets, or
(ii) concrete, or
(iii) concrete bricks, or
(iv) aerated concrete blocks and panels
but this restriction shall not apply to infill panels and gable ends in a building having external walls of any of the specified materials or a combination of the specified 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 have 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.

(e)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.

(f)While ever Stannic Securities 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 Stannic Securities 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 Stannic Securities Pty Limited or its assigns and in favour of any person dealing with a transferee from Stannic Securities 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.

Req:R338692 /Doc:DP 0840281 B /Rev:13-Jul-1994 /NSW LRS /Pgs:ALL /Prt:02-May-2024 13:06 /Seq:5 of 5
© Office of the Registrar-General /Src:TRISearch /Ref:Stevens Sale

*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 5 Sheets)

PART 11(continued)

PLAN: DP840281

Subdivision of lots 182 & 183 D.P.831035, lot 122 D.P.788721 covered by Council Clerk's Certificate No. 5688 OF 9.6.1994.

Full name and address of proprietor of the land.

STANNIC SECURITIES PTY LIMITED of 283 George Street Sydney.

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

(g)No fence or fencing shall be erected or permitted to remain on any lot burdened that is constructed of wire or wire in part or is a paling fence that is other than a capped and lapped fence.

(h)No building or buildings shall be erected or be permitted to remain on any lot burdened which has or which have in total an area of less than one hundred and sixty nine square metres.

(i)No motor truck lorry or semi-trailer with a load carrying capacity of three tonne or greater shall be parked or permitted to remain on any lot burdened save and except for any such vehicle temporarily visiting any lot burdened with the purpose of enabling the carrying out of improvements thereon.

(j)No building shall be erected or permitted to remain on any lot burdened other than for display home purposes at any time while the lots burdened are used for the purpose of display of exhibition homes to the general public.

Name of person or authority exclusively in power to effect a release variation or modification to the restrictions fourthly referred to in the above mentioned plan.

STANNIC SECURITIES PTY LIMITED

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

STANNIC SECURITIES PTY LTD A.C.N. 000 245 906 The Common Seal of

Director.

Director

Secretary.

REGISTERED 23.6.1994

PLAN FORM 2

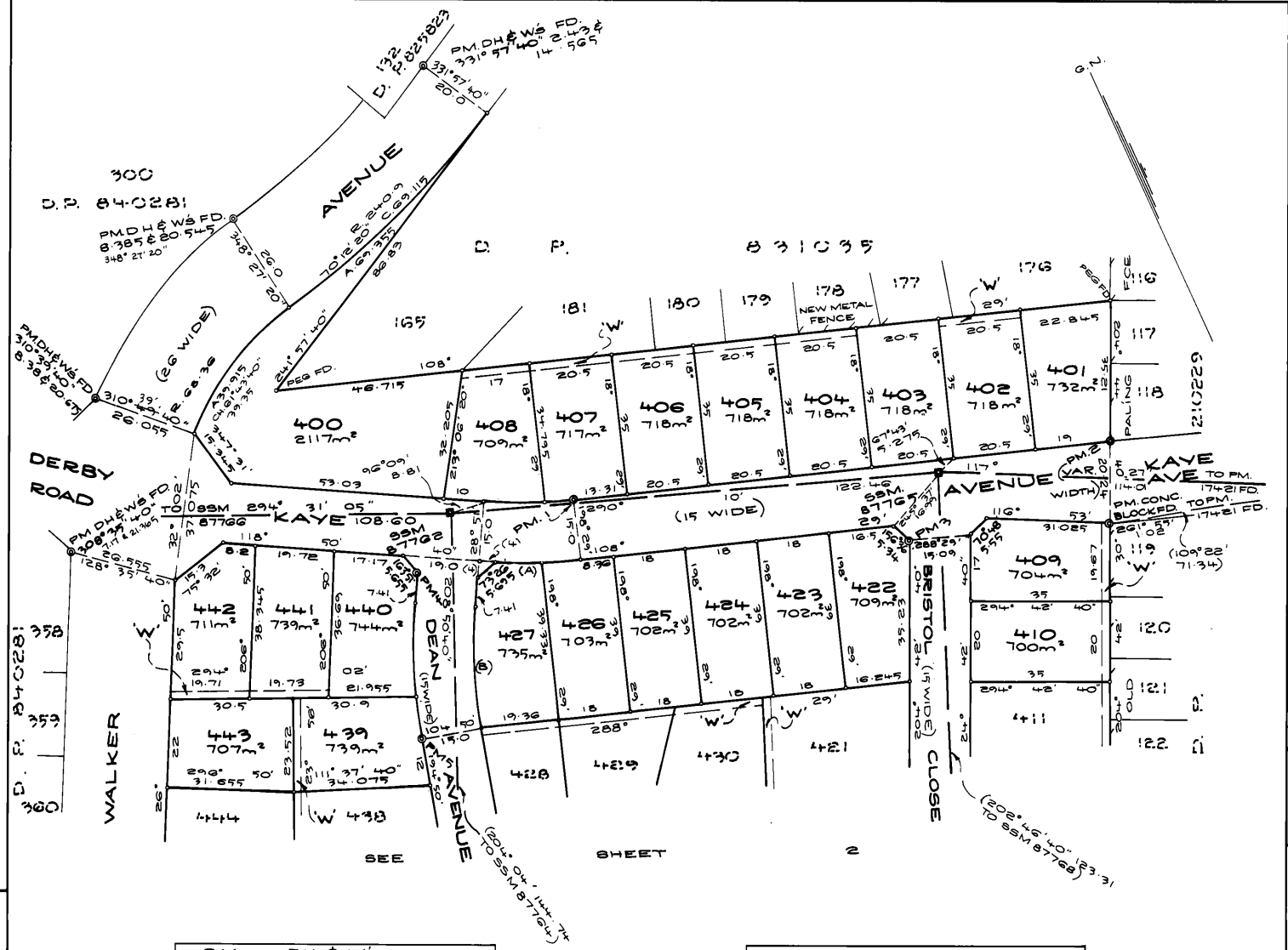
Plan Drawing only to appear in this space

*OFFICE USE ONLY

SIGNATURE AND SEALS ONLY.

DIRECTOR

Secretary



P.M.	D.H. & W's		
1	18° 29'	3.385 &	11.545
2	24° 44' 40"	8.45 &	14.645
3	288° 28' 50"	3.34 &	11.62
4	298° 51'	3.275 &	11.75
5	284° 50'	3.42 &	11.675

SHORT LINE TABLE				
LOT/REP.	RADIUS	ARC	BEARING	DISTANCE
407	125	7.195	290° 08'	7.195
408	125	15.415	295° 19'	15.405
426	140	9.645	110° 27'	9.645
427(A)	140	11.675	114° 49'	11.67
427(B)	123.46	30.185	21° 50' 20"	30.11
439	138.46	10.325	196° 58'	10.325
440	138.46	23.53	203° 59'	23.5

'W' EASEMENT TO DRAIN WATER 1.5 WIDE.

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

DP 842138

Registered: 26.8.1994

C.A: No 5757 OF 16.8.1994

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U4512-1*

Last Plan: DP 840281

PLAN OF SUBDIVISION OF LOT 299, D.P. 840281.

Lengths are in metres. Reduction Ratio 1: 600

LGA. Mun./Shire City: WYONG

Locality: KANWAL

Parish: MUNMORAH

County: NORTHUMBERLAND.

This is sheet 1 of my plan in 2 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 Regulation 1990 and was completed on

4.8.94

Signature ..... Surveyor registered under Surveyors Act, 1929, as amended.

Datum Line of Azimuth. 'A' 'B'

*Insert date of survey.

Plans used in preparation of survey/compilation.

D.P. 840281 D.P. 21288
D.P. 825823 D.P. 788721
D.P. 831035 D.P. 806876
D.P. 210229

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 TO:-

A) DEDICATE KAYE AVENUE, BRISTOL CLOSE, DEAN AVENUE, & LUTON CLOSE AS PUBLIC ROADS.

B) CREATE PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919:-

1) EASEMENT TO DRAIN WATER 1.5 WIDE.
2) RESTRICTION ON USE.
3) RESTRICTION ON USE.
4) RESTRICTION ON USE.

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 24B 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. 5757

Date 16.8.1994

(Signature) .....
~~Council Clerk~~ AUTHORISED PERSON

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: 49060/4

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R338694 /Doc:DP 0842138 P /Rev:30-Aug-1994 /NSW LRS /Pgs:ALL /Prt:02-May-2024 13:06 /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 842138

Registered: 26.8.1994

This is sheet 2 of my plan in 2 sheets dated 4-8-94

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 2 sheets covered by my Certificate No. 5757 of 16.8.1994

AUTHORISED PERSON / Council Clerk

For use where space is insufficient in any panel on Plan Form 2.

DIRECTOR

Secretary

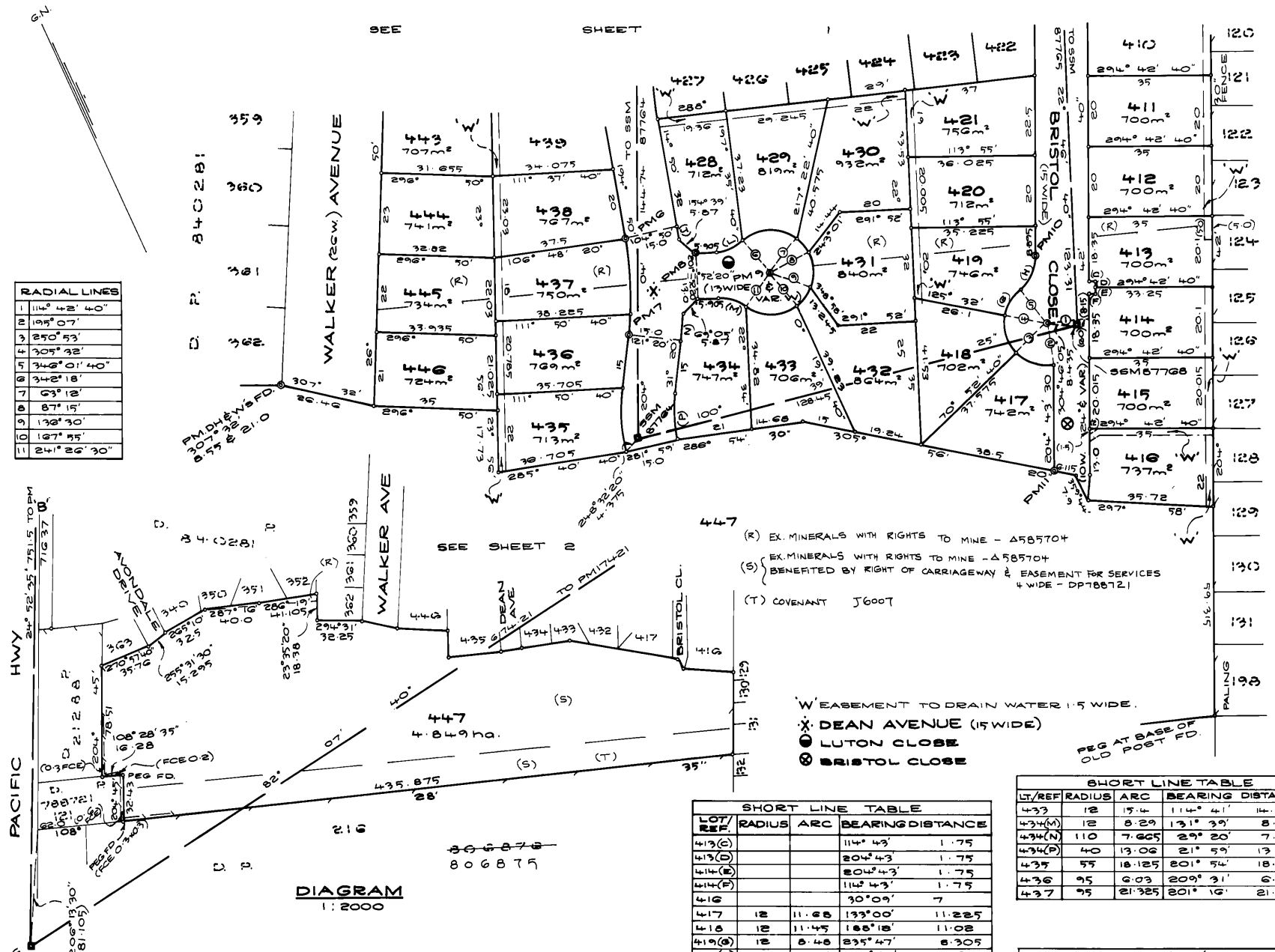

DIAGRAM
1:2000

RADIAL LINES	
1	114° 42' 40"
2	195° 07'
3	250° 53'
4	305° 32'
5	346° 01' 40"
6	342° 18'
7	63° 12'
8	87° 15'
9	138° 30'
10	187° 55'
11	241° 26' 30"

SHORT LINE TABLE				
LOT/REF.	RADIUS	ARC	BEARING	DISTANCE
413(C)			114° 43'	1.75
413(D)			204° 43'	1.75
414(E)			204° 43'	1.75
414(F)			114° 43'	1.75
416			30° 09'	7
417	12	11.68	133° 00'	11.225
418	12	11.45	188° 18'	11.02
419(G)	12	8.48	235° 47'	8.305
419(H)	12	10.75	230° 22'	10.39
428(J)	110	3.005	15° 37'	3.005
428(L)	12	8.29	272° 05'	8.185
429	12	16.945	292° 45'	15.57
430	12	5.035	345° 13'	5
431	12	10.315	21° 52'	10
432	18	6.58	68° 13'	6.5

SHORT LINE TABLE				
LT/REF	RADIUS	ARC	BEARING	DISTANCE
433	12	15.4	114° 41'	14.365
434(M)	12	8.29	131° 39'	8.185
434(N)	110	7.665	29° 20'	7.665
434(P)	40	13.06	21° 59'	13
435	55	18.125	201° 54'	18.045
436	95	6.03	209° 31'	6.03
437	95	21.325	201° 16'	21.28

P.M.	D.H&W.B		
6	284° 50'	3.21	& 11.48
7	301° 20'	3.415	& 11.71
8	201° 52'	3.30	& 9.69
9	201° 52'	8.595	& 21°52' 8.47
10	294° 42' 40"	3.465	& 11.575
11	235° 00'	5.67	& 14.005

I.S.G. CO-ORDINATES					
ZONE	DESCRIPTION	EASTING	NORTHING	AHD	ACC.
56I	PM17421	345764.61	1318507.444	32.442	2
56I	PM21166	345096.748	1318415.086	41.939	2
56I	PM71637	345412.864	1319096.844	21.840	2

SOURCE:- DEPT. C.A.L.M. 24.7.92

SSM.87764 - 27.013 AHD.
SSM.87768 - 28.813 AHD.
SSM.87765 - 28.595 AHD.
SSM.87762 - 24.587 AHD.

Reduction Ratio 1: 500

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 49060/4

Req:R338694 /Doc:DP 0842138 P /Rev:30-Aug-1994 /NSW LRS /Pgs:ALL /Prt:02-May-2024 13:06 /Seq:2 of 2
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Req:R338695 /Doc:DP 0842138 B /Rev:30-Aug-1994 /NSW LRS /Pgs:ALL /Prt:02-May-2024 13:07 /Seq:1 of 5
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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

PLAN:

DP 842138

Subdivision of lot 299 D.P. 840281 covered by Council Clerk's Certificate No. 5757 of 16-5-1994

Full name and address of proprietor of the land.

STANNIC SECURITIES PTY LIMITED of 283 George Street Sydney.

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

Easement to drain water 1.5 wide.

Schedule of Lots etc. affected.

Lots burdened	Lots, Name of Road or Authority benefited.
402	401
404	403
405	403 and 404
406	403, 404 and 405
407	403, 404, 405 and 406
408	403, 404, 405, 406 and 407
409	410 to 413 inclusive and 119 to 124 inclusive D.P. 210229
410	411 to 413 inclusive and 120 to 124 inclusive D.P. 210229
411	412 and 413 and 121 to 124 inclusive D.P. 210229
412	413 and 122 to 124 inclusive D.P. 210229
413	124 D.P. 210229
414	125 and 126 D.P. 210229
415	414 and 125 to 127 inclusive D.P. 210229
416	414, 415, 447 and 125 to 130 inclusive D.P. 210229
419	418
420	418 and 419
421	418, 419 and 420
428	418, 419, 420, 421, 429 and 430
429	418, 419, 420, 421 and 430
430	418, 419, 420 and 421
435	447
436	435 and 447
437	435, 436 and 447
438	435, 436, 437 and 447
439	435, 436, 437, 438 and 447
441	435, 436, 437, 438, 439, 440 and 447
442	435, 436, 437, 438, 439, 440 441 and 447

Req:R338695 /Doc:DP 0842138 B /Rev:30-Aug-1994 /NSW LRS /Pgs:ALL /Prt:02-May-2024 13:07 /Seq:2 of 5
© Office of the Registrar-General /Src:TRISearch /Ref:Stevens Sale

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 842138

Subdivision of lot 299 D.P. 840281 covered by Council Clerk's Certificate No. 5757 of 16-8-1994

Full name and address of proprietor of the land.

STANNIC SECURITIES PTY LIMITED of 283 George Street Sydney.

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

Restriction on use.

Schedule of Lots etc. affected

Lots burdened	Lots, Name of Road or Authority benefited.
401 to 446 Inclusive	Each and every other lot

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.
401 to 441 Inclusive 443 to 446 Inclusive	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.
401 to 446 Inclusive	301 to 362 inclusive D.P. 840281



Req:R338695 /Doc:DP 0842138 B /Rev:30-Aug-1994 /NSW LRS /Pgs:ALL /Prt:02-May-2024 13:07 /Seq:3 of 5
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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 11

PLAN:

DP 842138

Subdivision of lot 299 D.P. 840281 covered by Council Clerk's Certificate No. 5757 of 16-5-1996

Full name and address of proprietor of the land.

STANNIC SECURITIES 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 Restriction on use secondly referred to in abovementioned plan.

(a)No building shall be erected or be permitted to remain on any lot burdened having external walls of material other than brick, stone, glass, natural timbers, or any of the following materials externally coated with a seamless textured trowel-on acrylic material to a minimum of 2mm thickness ("specified materials"):
(i) cellulose fibre reinforced cement building sheets, or
(ii) concrete, or
(iii) concrete bricks, or
(iv) aerated concrete blocks and panels
but this restriction shall not apply to infill panels and gable ends in a building having external walls of any of the specified materials or a combination of the specified 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 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 have 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.

(d)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.

Req:R338695 /Doc:DP 0842138 B /Rev:30-Aug-1994 /NSW LRS /Pgs:ALL /Prt:02-May-2024 13:07 /Seq:4 of 5
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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 11(continued)

PLAN:

DP 842138

Subdivision of lot 299
D.P. 840281 covered by
Council Clerk's Certificate
No. 5757 of 16-8-1994

Full name and address of proprietor of the land.

STANNIC SECURITIES PTY LIMITED
of 283 George Street
Sydney.

2. Terms of Restriction on use secondly referred to in abovementioned plan (continued).

(e)While ever Stannic Securities 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 Stannic Securities 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 Stannic Securities Pty Limited or its assigns and in favour of any person dealing with a transferee from Stannic Securities 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.

(f)No fence or fencing shall be erected or permitted to remain on any lot burdened that is constructed of wire or wire in part or is a paling fence that is other than a capped and lapped fence.

(g)No building or buildings shall be erected or be permitted to remain on any lot burdened which has or which have in total an area of less than one hundred and fifty (150) square metres.

(h)Where detached or attached dual occupancy dwellings are erected on any lot burdened no separate or adjoining dwelling shall be erected or permitted to/remain on any lot burdened which has an area of less than one hundred and twenty four (124) square metres.

(i)No motor truck lorry or semi-trailer with a load carrying capacity of three (3) tonne or greater shall be parked or permitted to remain on any lot burdened save and except for any such vehicle temporarily visiting any lot burdened with the purpose of enabling the carrying out of improvements thereon.

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

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.

Req:R338695 /Doc:DP 0842138 B /Rev:30-Aug-1994 /NSW LRS /Pgs:ALL /Prt:02-May-2024 13:07 /Seq:5 of 5
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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 11(continued)

PLAN:

DP 842138

Subdivision of lot 299 D.P. 840281 covered by Council Clerk's Certificate No. 5757 of 16-9-1994

Full name and address of proprietor of the land.

STANNIC SECURITIES PTY LIMITED of 283 George Street Sydney.

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

(a)No building on any lot burdened shall be used or be permitted to be used as an exhibition home or display home or for the purpose of displaying exhibition homes or display homes to the general public.

(b)This restriction on use fourthly referred to in abovementioned plan shall cease to have effect without the need for any documentation:

(i) Upon the expiration of the local Council's development consent (or any extension of the period thereof) for the use of the lots benefitted for the purpose of an exhibition home village ("the Development Consent"); or

(ii)The thirty first day of December of the year in which the original period of the Development Consent expires;

whichever last occurs.

Name of person or authority exclusively in power to effect a release variation or modification to the restrictions secondly and thirdly referred to in the above mentioned plan.

STANNIC SECURITIES PTY LIMITED A.C.N. 000 345 906

Name of person or authority empowered to effect a release variation or modification to the restrictions fourthly referred to in the above mentioned plan.

GOROKAN DISPLAY VILLAGE PTY LIMITED A.C.N. 059 295 760

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



Director.

Secretary.

REGISTERED 26.8.1994

Ezystep Conveyancing
1/313 Main Rd
TOUKLEY NSW 2263

SECTION 10.7(2) PLANNING CERTIFICATE

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

Fee Paid:	$67.00
Receipt No:	20527857
Receipt Date:	2 May 2024
Property Address:	4A Luton Close, KANWAL NSW 2259
Property Description:	Lot 1 DP 857209
Property Owner:	Mr J G Stevens and Mrs J F Stevens
Certificate No:	73905
Reference No:	STEVENS SALE:277458
Date of Issue:	03-May-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 1 DP 857209

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 **not** affected by a policy that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk (other than flooding).

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 NOT WITHIN** a Mine Subsidence District declared under section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

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.

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.

Karen Hansen
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
3 May 2024

Ezystep Conveyancing
1/313 Main Rd
TOUKLEY NSW 2263

Dear Sir/Madam

Property: Lot 1 DP 857209
4A Luton Close, KANWAL NSW 2259
Your Reference: STEVENS SALE:277458

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 services. This plan is not to scale and all measurements are approximate only. The services 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 services, the exact position and depth of the services 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

Sewer Mains Diagram

Not to Scale

Issue Date: 03/05/2024

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: STEVENS SALE:277458

3 May 2024

Ezystep Conveyancing
1/313 Main Rd
TOUKLEY NSW 2263

Dear Sir/Madam

4A Luton Close, KANWAL NSW 2259
Lot 1 DP 857209

In reply to your request for an internal sewerage connection plan for the above lot, please find enclosed your copy of this plan.

Please find attached a sewer connection plan for the property know as Lot 1 DP 857209 4A Luton Close, Kanwal.

It is noted that the attached plan provides details for the property known as Lot 431, Luton Close, Kanwal as this is what the property was previously known as.

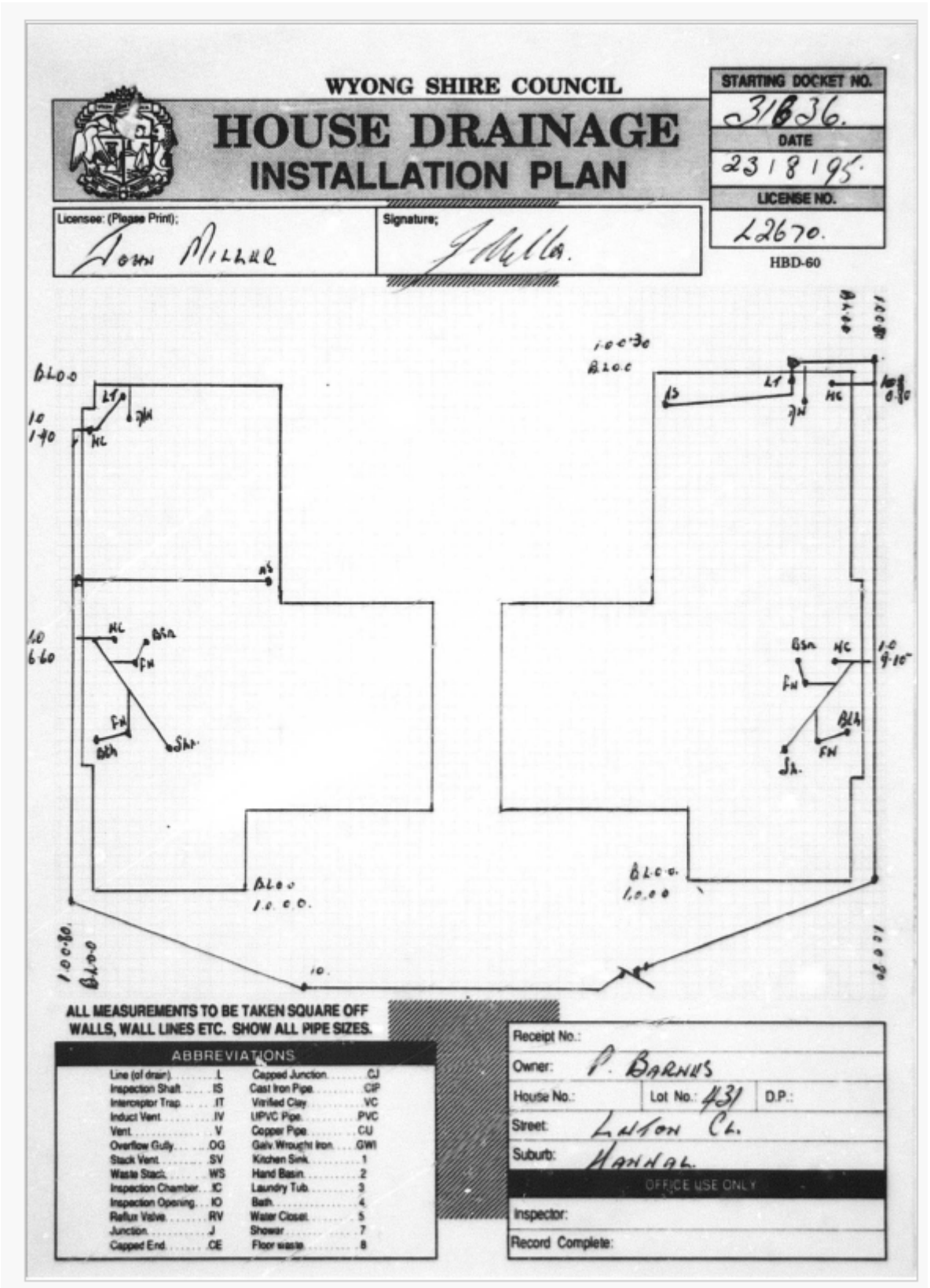
Should you require any further information regarding this matter, please contact Central Coast Council's Customer Services Section on 02 4306 7900.

Yours faithfully

M Walsh
Signed on Behalf of Central Coast Council

Attachment:

4A Luton Close, KANWAL NSW 2259
Lot 1 DP 857209



WYONG SHIRE COUNCIL

HOUSE DRAINAGE INSTALLATION PLAN

STARTING DOCKET NO. 31836.
DATE 23/8/95.
LICENSE NO. L2670.
HBD-60

Licensee: (Please Print): John Miller
Signature: J Miller.

ALL MEASUREMENTS TO BE TAKEN SQUARE OFF WALLS, WALL LINES ETC. SHOW ALL PIPE SIZES.

ABBREVIATIONS			
Line (of drain)	L	Capped Junction	CJ
Inspection Shaft	IS	Cast Iron Pipe	CIP
Interceptor Trap	IT	Vitrified Clay	VC
Induct Vent	IV	UPVC Pipe	PVC
Vent	V	Copper Pipe	CU
Overflow Gully	OG	Galv Wrought Iron	GWI
Stack Vent	SV	Kitchen Sink	1
Waste Stack	WS	Hand Basin	2
Inspection Chamber	IC	Laundry Tub	3
Inspection Opening	IO	Bath	4
Reflux Valve	RV	Water Closet	5
Junction	J	Shower	7
Capped End	CE	Floor waste	8

Receipt No.:
Owner: P. BARNES
House No.: Lot No.: 431 D.P.:
Street: Luton Cl.
Suburb: Kanwal.

OFFICE USE ONLY
Inspector:
Record Complete: