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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		Phone:
		Fax:
		Ref:
co-agent		
vendor	Mehrdad Doushabchizadeh	
vendor's solicitor	Dobell Conveyancing	Phone: 02 4351 0677
	PO Box 3398	Fax:
	Tuggerah NSW 2259	Ref: DH: D8143
date for completion	**42 days after the contract date (clause 15)**	Email: danielle@dobellconveyancing.com.au
land (address, plan details and title ref)	8 Hargrave Street, Wyong NSW 2259 Being Lot 10, Section 10 in Deposited Plan 3136 Folio Identifier 10/10/3136	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☐ garage ☒ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: Laundry shed	
attached copies	☒ Documents in the List of Documents as marked or 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: Smoke alarm			

exclusions		
purchaser		
purchaser's solicitor		Phone: Fax: Ref:
price		Email:
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:		**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	_____ Signature of authorised person	_____ Signature of authorised person
_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person
_____ Office held	_____ Office held	_____ 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 a *GSTRW payment* (GST residential withholding payment) ☒ NO ☐ YES (if yes, vendor must provide further 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) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch 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
☐ 56 information certificate under Community Land Management Act 1989
☐ 58 disclosure statement - off the plan contract
☐ 59 other document relevant to off the plan contract

Other

☐ 60

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

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

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

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

(a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and

(b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

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

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Cooling off period (purchaser's rights)

1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.

2 EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—

(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or

(b) in any other case—the fifth business day after the day on which the contract was made.

3 There is NO COOLING OFF PERIOD—

(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or

(b) if the property is sold by public auction, or

(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or

(d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.

4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.

5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

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

If you think that any of these matters affects the property, tell your solicitor.

2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**

3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**

4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**

5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**

6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.**

7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**

8. **The purchaser should arrange insurance as appropriate.**

9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**

10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**

11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**

12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

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The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in italics is a defined term)

1.1 In this contract, these terms (in any form) mean –

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

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by –

2.4.1 giving cash (up to $2,000) to the *depositholder*;

2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or

2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or

2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
3.9 The vendor must give the purchaser any original *deposit-bond* –
3.9.1 on completion; or
3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
4.3 The *parties* must conduct the *electronic transaction* –
4.3.1 in accordance with the *participation rules* and the *ECNL*; and
4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
4.5 *Normally,* the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace.*
4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
4.7.2 create and *populate* an *electronic transfer*;
4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
4.11 Before completion, the *parties* must ensure that –
4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
4.11.2 all certifications required by the *ECNL* are properly given; and
4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
4.12 If the computer systems of any of the *Land Registry*, the *ELNO,* Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

4.14.1 holds them on completion in escrow for the benefit of; and

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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

9 Purchaser's default

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

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

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

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

10 Restrictions on rights of purchaser

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

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

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

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

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

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

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13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –

13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but

13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion, and –

14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and

14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 The *parties* must not adjust any first home buyer choice property tax.

14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

● Vendor

16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

16.2 The legal title to the *property* does not pass before completion.

16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.4 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.5.2 any other amount payable by the purchaser under this contract.

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

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18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

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

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

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

23 Strata or community title
● Definitions and modifications
23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
● Adjustments and liability for expenses
23.5 The *parties* must adjust under clause 14.1 –
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.

23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.

23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.

23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● Notices, certificates and inspections

23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.

23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.

23.12 The vendor can complete and send the interest notice as agent for the purchaser.

23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● Meetings of the owners corporation

23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
  - a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

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24.4 If the *property* is subject to a tenancy on completion –

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –

25.1.1 is under qualified, limited or old system title; or

25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –

25.4.1 shows its date, general nature, names of parties and any registration number; and

25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –

25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);

25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;

25.5.3 *normally*, need not include a Crown grant; and

25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and

25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –

25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);

25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and

25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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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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BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

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

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

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32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

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ADDITIONAL SPECIAL CONDITIONS

1. Purchaser's warranty as to real estate agent

The Purchaser warrants to the Vendor that he was not introduced to the subject property by any agent or other person entitled to claim a commission or fee other than the Vendor's agent, if any, referred to in this contract. The Purchaser agrees to indemnify the Vendor against any claim for commission, including the Vendor's costs of defending any such claim, which arises as a result of the Purchaser's breach of this Warranty. This condition shall not merge on completion.

2. Representations, Faults and Defects

The Purchaser acknowledges that the provisions of this Contract constitute the full and complete understanding between the parties and that the Vendor provides no other agreement, warranty or representation whether expressed or implied with respect to any of the matters to which this Contract relates. The Purchaser acknowledges that the property and its inclusions being purchased is accepted in its present state and condition and state of repair and with latent defects, if any. The vendor shall not be responsible for any loss, mechanical breakdown or reasonable wear and tear thereof occurring after the date of this contract.

The Purchaser cannot make any requisition, objection or claim, nor delay settlement if at completion the Vendor has not:

- maintained the lawns, plants or gardens;
- left any items on the property that do not hinder the full use and enjoyment of the property.

3. Amendments

a. Clause 7.1.1 is deleted;

4. Survey

Should an Identification Survey be annexed to this Agreement, the Purchaser accepts the subject property with notice of all matters referred to in such Identification Survey and will make no objection, requisition or claim for compensation in respect thereto.

5. Liquidated Damages

If the Purchaser does not complete this Contract on or before the completion date, and provided the Vendor is ready and willing, then the Purchaser shall from that date pay to the Vendor interest on the purchase price at the rate of 8% pa until completion, computed daily from the day immediately after the completion date up to and including the actual date in which this Contract is completed.
It is agreed that the amount payable pursuant to this condition is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.

6. Time Under Notice

The parties agree that completion of this Agreement shall take place at such place as is nominated by the Vendor's Conveyancer. The parties further agree that fourteen (14) days is reasonable and sufficient time for the giving of any Notice to Complete, making time of the essence.

If the Vendor or the Vendor's Conveyancer issue a Notice to Complete then the Purchaser must pay to the Vendor on completion the additional legal fee of $220.00 to the Vendor's Conveyancer.

ADDITIONAL SPECIAL CONDITIONS

7. Completion Address

For the purposes of Clause 16.11 hereof the Vendor discloses that the completion address shall be Property Exchange Australia Ltd (PEXA) or as directed by Dobell Conveyancing, or as directed by the Vendor's Mortgagee.

8. Incapacity

Without any way negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this provision not been included it is agreed that:

a. should either party being an individual prior to completion die or become mentally incapacitated, then either party may rescind this Contract by notice in writing to the first party's Solicitor or Conveyancer and this Contract shall be at and end and the provisions of Clause 19 shall apply.

b. if the Purchaser being an individual shall be declared bankrupt or being a company, shall go into liquidation, prior to completion, then the Purchaser shall be in default under this Contract and Clause 19 shall apply.

9. Deposit Bond

The parties agree that if the deposit is to be paid by way of Deposit Bond, the original of the Deposit Bond is to be handed to the Vendor's Conveyancer upon exchange and that the Deposit Bond will be dealt with as if it were a cash deposit under the Contract and the Vendor is entitled to immediately draw upon the Deposit Bond in any circumstances where the Vendor becomes entitled to the deposit. It is further agreed that at settlement the Purchaser must pay to the Vendor, in addition to all other monies payable under this Contract, the full purchase price (less any cash deposit held in the Vendor's Agent's Trust Account) and the Vendor will return the original Deposit Bond to the Purchaser.

10. Release of Deposit

The Purchaser acknowledges and agrees to release the deposit paid under this contract to be used by the Vendor as a deposit on the purchase of another property, or to secure a rental bond, such payment being made to the Trust Account of a Real Estate Agent or Solicitor or Conveyancer. This clause shall not prejudice the rights of the Purchaser in the event of the Purchaser's lawful rescission of this contract and the Vendor shall refund to the Purchaser the whole of the deposit within fourteen (14) days after such rescission.

The provision of this clause to the said stakeholder is sufficient authority from the Purchaser for the funds to be released.

11. Deposit by Instalments

Notwithstanding Deposit Clause 2.2, the purchaser must pay the deposit as to:-

a. 0.25% of the price on the contract date: and

b. The balance on or before 5pm on the day the cooling off period expires.

12. Fee for Rescheduled Settlement

If, through no fault of the Vendor, the Purchaser cancels or postpones settlement to a different date, time or location, the Purchaser shall reimburse the Vendor's Conveyancer an amount of $165.00 for legal expenses incurred by the Vendor for each occasion a settlement is cancelled or postponed.

ADDITIONAL SPECIAL CONDITIONS

13. Requisitions on Title

For the purposes of 5.1 and 5.2 the Vendor is obliged only to reply to the requisitions on title annexed to this Contract.

14. Contract execution

The parties acknowledge and agree that the execution of this contract by the Vendor may be effected by way of email or photocopy signatures. The parties agree that they shall not make a requisition, objection or claim, nor any right to terminate or rescind this contract, or delay completion due to the vendor's execution of the contract.

15. Adjustments

The parties agree to adjust all usual outgoings under the Contract on completion, however, if any amount is incorrectly calculated or overlooked the parties agree to correct such error and to reimburse each other accordingly after settlement. This clause shall not merge on completion.

16. Foreign Acquisitions and Takeover Act 1975

The Purchaser warrants:-

a) That the Purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or

b) That the Purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the Treasurer of the Commonwealth of Australia has advised in writing that the Treasurer has no objection to the acquisition of the property by the purchaser.

In the event of there being a breach of this warranty whether deliberate or otherwise the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss or damage that may be incurred by the Vendor as a consequence of such breach.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
   (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
   (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
   (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

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

Adjustments

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

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
    (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
    (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
    (c) Has the vendor a Building Information Certificate of a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
    (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the Environmental Planning and Assessment Act) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
    (e) In respect of any residential building work carried out in the last 7 years:
        (i) please identify the building work carried out;
        (ii) when was the building work completed?

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(iii) please state the builder's name and licence number;
(iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.

17.
(a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
(b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?

18. If a swimming pool is included in the sale:
(a) did its installation or construction commence before or after 1 August 1990?
(b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
(c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
(d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
(e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
(f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

19.
(a) To whom do the boundary fences belong?
(b) Are there any party walls?
(c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
(d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
(e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

Affectations/Benefits

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

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

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

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

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

Capacity

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

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.

27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser

to make any RW payment.

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

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 10/10/3136

SEARCH DATE	TIME	EDITION NO	DATE
16/2/2023	10:53 AM	3	17/5/2022

LAND

LOT 10 OF SECTION 10 IN DEPOSITED PLAN 3136
LOCAL GOVERNMENT AREA CENTRAL COAST
PARISH OF MUNMORAH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP3136

FIRST SCHEDULE

MEHRDAD DOUSHABCHIZADEH (T AR800290)

SECOND SCHEDULE (3 NOTIFICATIONS)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2 S530058 EASEMENT TO DRAIN WATER AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN 1 METRE WIDE IN DP607784
3 AS136085 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

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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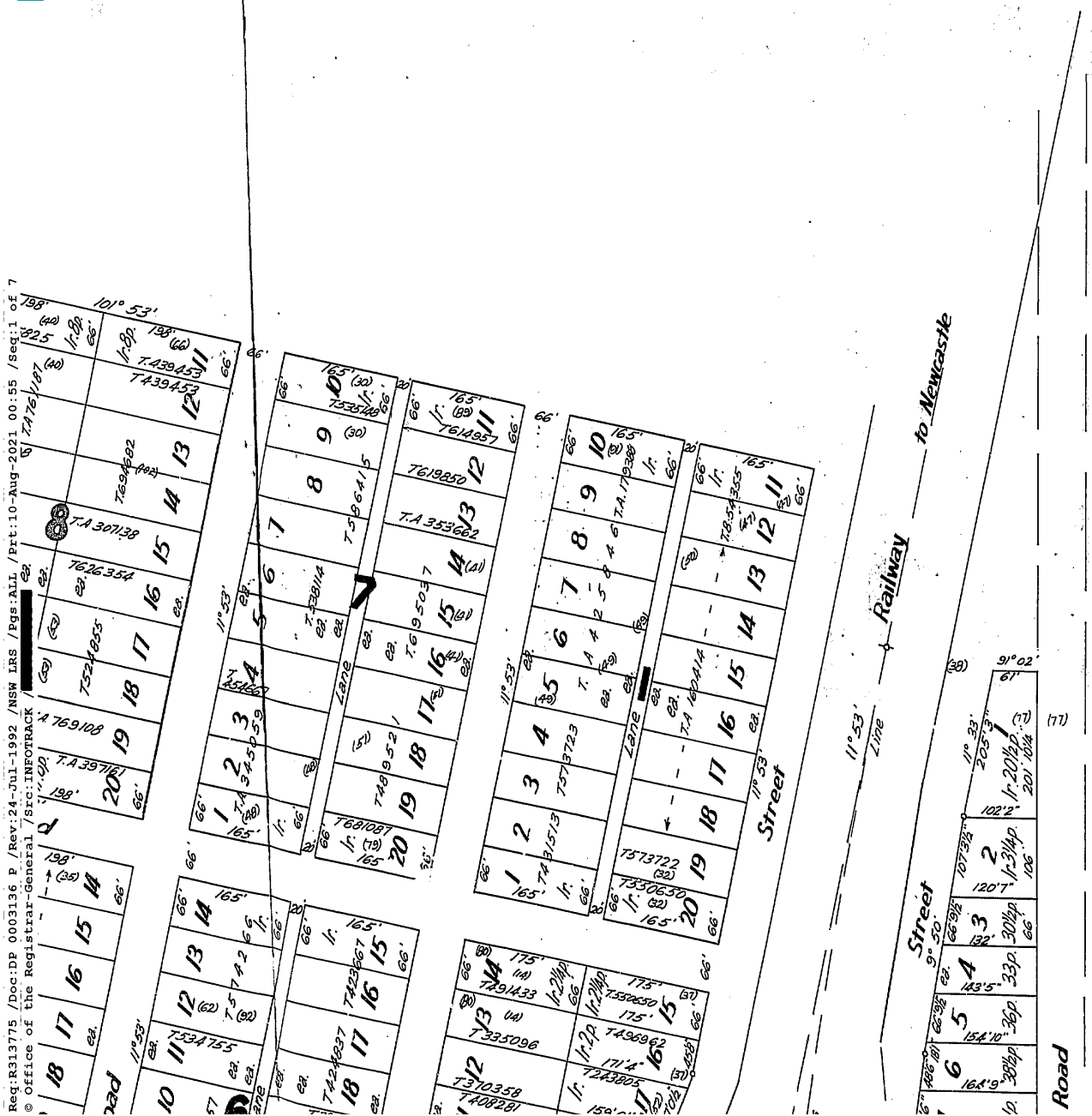
Received: 16/02/2023 10:53:59

WYONG TOWNSHIP

PH. MUNMORAH CO. NORTHUMBERLAND

Scale: 132 feet to one inch

D.P. 3136



Notes

No.	Lot	Sec.	Particulars.
1	3,4	4	F.P.300962
2	9	15	F.P.301157
3	8,9	3	F.P.303331 Sur.
4	pt.6	4	F.P.305609
5			Resumed for police station site 23M 735
6	pt.12,13	3	F.P.305775
7	6	15	F.P.307223
8	14	4	F.P.308396 Sur.
9	7	15	F.P.308228
10	pt.30	16	F.P.309120
11	1&2	8	F.P.309136
12	11	3	F.P.312455
13	pt.28,30	16	F.P.313075
14	13,14	2	F.P.314235
15	3,10	10	Vide 27M686 for purchase and part sale of land for Forester's residence.
16	3	11	F.P.319317
17	1,2	3	F.P.319879
18	10	10	Crown Land - See Gov. Gaz. 15-2-29 & F.P.324560 regranted Vide Vol.4327 Fol.161
19	7,8	10	F.P.326868
20	6	10	F.P.300258
21	14	3	F.P.300441
22	12,13	4	Resmd. & declared public road Gaz. 3-8-34 Fo. 2817. 34M5162 - F.P.185368
23	pt.10	15	F.P.330508
24	pt.15,16	4	F.P.335938 Sur.
25	pt.6	3	F.P.154222 Sur.
26	pt.5	3	F.P.338316 Sur.
27	pt.9	3	F.P.342897 Sur.
28	land adj.		Resmd for Public Recreation Ground Gaz. 9-2-40 Fo.698. Now Crown Land vide 40M8322
29	pt.27,28	16	F.P.345305
30	9,10	7	F.P.346046 Sur.
31	1	13	Resmd. for Public School at Wyong see: Gaz. 5-6-42 Fo.1838 N.R.D162395
32	pt.19,20	1	F.P.355776 Sur.
33	4	15	F.P.355777
34	2	13	Resmd for Public School, Gaz. 1-8-47 Fo. 1762 N.R.D724999
35	14 & pt.15,16,20.	9	Proposed Resumption for Childrens Playground S.D.B. 48-123
36	12,13	9	F.P.360458 Sur.
37	pt.15, 16&19	2	Resmd & declared Public Road Gaz. 5-11-48 Fo. 2958 - S.D.B 48-371 N.R.D936130
38			Resmd. for Railway purps. see. Gaz. 19-8-49 Fo. 2455
39	1,2&3	12	See S.D.B 49-288 for Town Clks. Cert. of New Road or Subdivision.
40	9,10	8	F.P.367179
41	14,15&16	7	F.P.368964 Sur. F.P.372373 Sur.
42	pt.9	15	F.P.375369 Sur.
43	pt.13,14	16	F.P.380099 Sur.
44	5-6	9	F.P.380276 Sur. F.P.409289 Sur.
45	pt.11-12	9	F.P.381631 Sur.
46	18	2	Now Road vide plan in T.F883298
47	11,12	1	F.P. 436992 (Sur.) T&G1. Easement for Drnge to Council.
48	1,2	7	T&G. Easement for Drnge to Council - F873968
49	5&7	1	T&G. Easement for Drnge to Council - F831859
50	13	1	T&G. Easement for Drnge to Council - F955481
51	17,18	7	T&G. Easement for Drnge to Council - F938695
52	17	2	Tsfr. to Comm^th for Main Rds. - now part of road vide F988600

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 11th day of August, 1979

Req:R313775 /Doc:DP 0003136 P /Rev:24-Jul-1992 /NSW LRS /Pgs:ALL /Prt:10-Aug-2021 00:55 /Seq:1 of 7
© Office of the Registrar-General /Src:INFOTRACK /[redacted]
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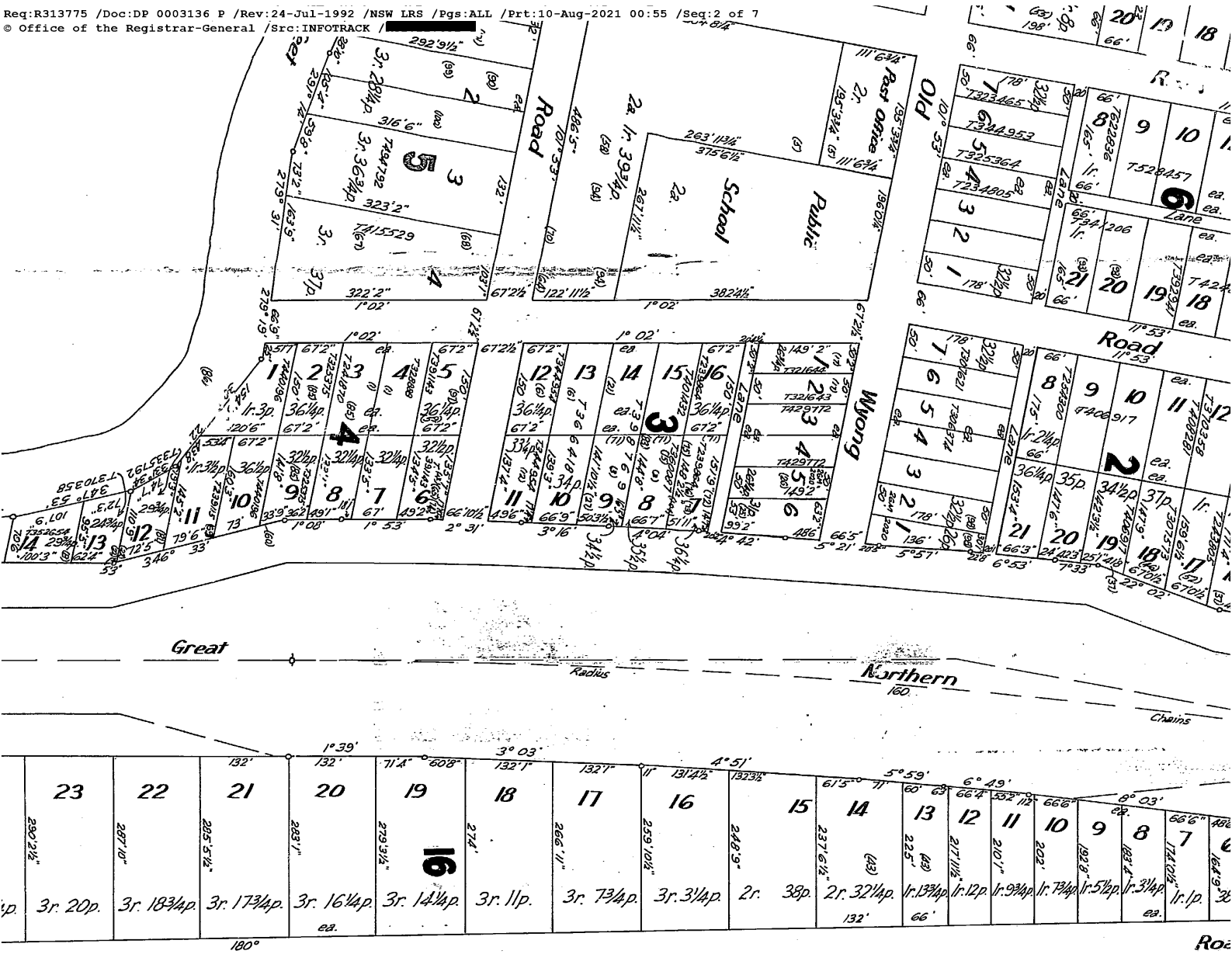
Req:R313775 /Doc:DP 0003136 P /Rev:24-Jul-1992 /NSW LRS /Pgs:ALL /Prt:10-Aug-2021 00:55 /Seq:2 of 7
© Office of the Registrar-General /Src:INFOTRACK /[redacted]



D.P. 3136.

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 13th day of August, 1979

2

Req:R313775 /Doc:DP 0003136 P /Rev:24-Jul-1992 /NSW LRS /Pgs:ALL /Prt:10-Aug-2021 00:55 /Seq:3 of 7
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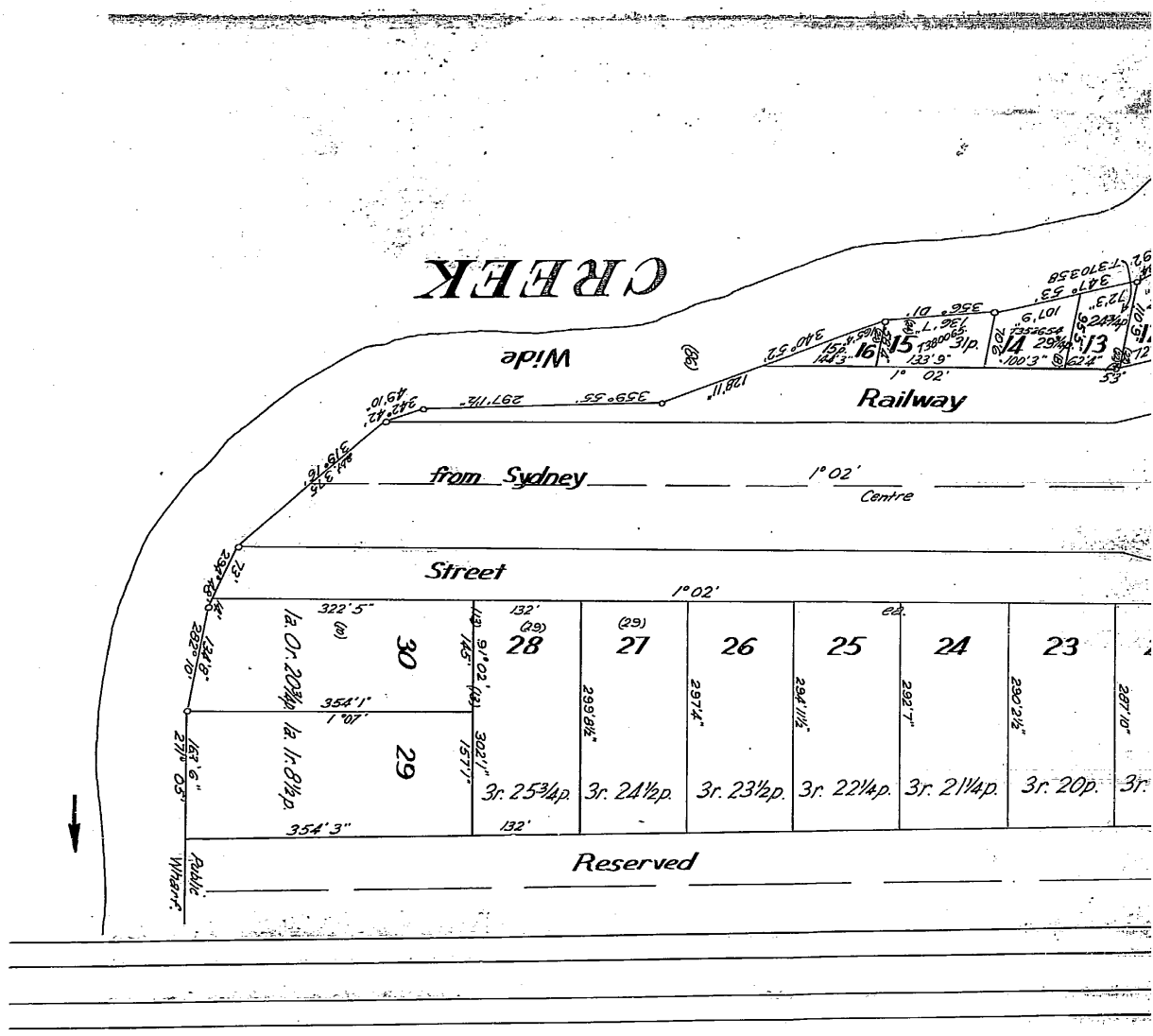
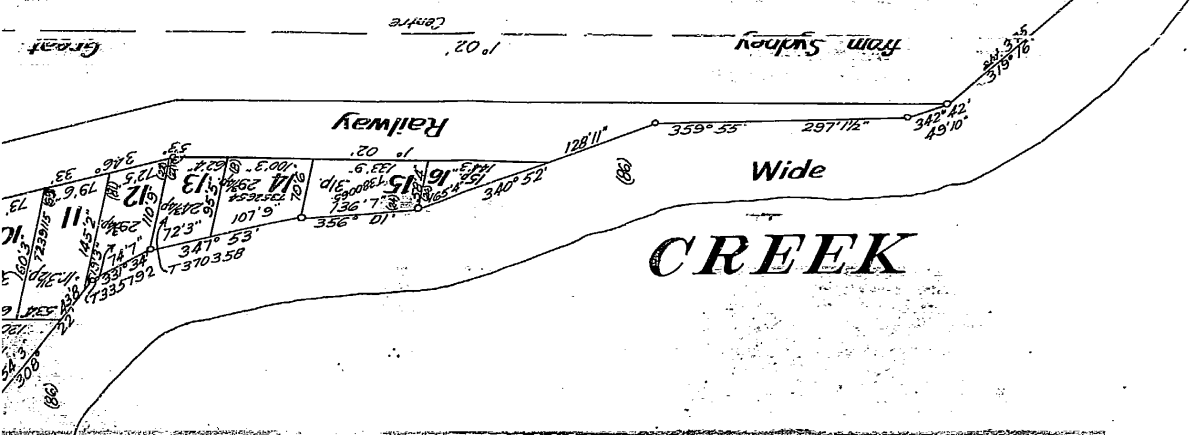


I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 13th day of August, 1979

Sgd. H.F. Halloran (L.S.)
Dated: 3rd July 1893

D.P. 3136.



CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 3136

FEET	INCHES	METRES
4	9	1.45
5	6	1.675
6	-	1.83
6	1	1.855
6	9	2.055
10	5 1/8	3.18
11	-	3.355
11	2	3.405
13	7	4.14
14	-	4.265
14	2 1/8	4.32
14	7	4.445
14	7 1/2	4.46
17	4 1/4	5.29
17	9 5/8	5.425
17	10 1/4	5.44
18	1	5.51
19	3	5.865
20	-	6.095
20	5	6.225
24	-	7.315
24	7	7.495
25	1	7.645
27	6	8.38
28	10	8.79
30	1	9.17
30	5	9.27
32	2 1/2	9.815
33	9	10.285
36	2	11.025
38	1	11.61
41	8	12.7
42	3	12.88
42	8	13.005
42	11	13.08
43	8	13.31
45	8	13.92
48	6	14.785
49	1	14.96
49	2	14.985
49	6	15.09
49	10	15.19
50	-	15.24
50	2	15.29
50	3 1/2	15.33
51	7	15.725
51	11	15.825
53	-	16.155
53	4	16.255
55	-	16.765
55	2	16.815
57	7	17.55
58	4	17.78
59	8	18.185
60	-	18.29
60	8	18.49
61	-	18.595
61	5	18.72
62	4	19
63	-	19.2
63	2	19.255
66	-	20.115
66	3	20.195
66	4	20.22
66	5	20.245
66	6	20.27
66	7	20.295
66	9	20.345
66	9 1/2	20.36
66	10 1/2	20.385
67	-	20.42
67	0 1/2	20.435
67	2	20.47
67	2 1/2	20.485
67	3 3/4	20.515
67	10 1/2	20.69
69	11	21.31

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 3136 CONTINUED

FEET	INCHES	METRES
70	6	21.49
71	-	21.64
71	4	21.74
72	3	22.02
72	5	22.075
73	-	22.25
73	2	22.3
74	7	22.735
79	6	24.23
79	9	24.31
88	-	26.82
95	5	29.085
99	2	30.225
100	3	30.555
102	2	31.14
103	1	31.42
105	4	32.105
106	-	32.31
107	3 1/4	32.695
107	3 1/2	32.7
107	9	32.84
108	9	33.145
108	11	33.2
110	-	33.53
110	9	33.755
111	6 3/4	34.005
113	7	34.62
120	6	36.73
120	7	36.755
122	11 1/2	37.48
123	9	37.72
127	6	38.86
128	11	39.295
131	4 1/2	40.045
132	-	40.235
132	1	40.26
132	3 1/2	40.32
133	1	40.565
133	4	40.64
133	5	40.665
133	9	40.765
134	5	40.97
134	8	41.045
134	9 5/8	41.09
135	7	41.325
136	-	41.455
136	7	41.63
137	4	41.86
138	6 1/2	42.225
139	-	42.365
139	3	42.445
139	11	42.645
140	5	42.8
140	6	42.825
141	8	43.18
141	10 1/2	43.245
142	3 1/2	43.37
143	5	43.715
144	3	43.965
144	8	44.095
145	-	44.195
145	2	44.245
147	6	44.96
147	9	45.035
148	2 1/2	45.175
149	2	45.465
149	9	45.645
150	-	45.72
151	9	46.255
153	4	46.735
154	3	47.015
154	10	47.195
157	1	47.88
158	2	48.21
159	6 1/2	48.63
160	3	48.845
162	3	49.455

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 3136 CONTINUED

FEET	INCHES	METRES
163	6	49.835
163	9	49.91
164	-	49.985
164	9	50.22
165	-	50.29
165	4	50.39
171	4	52.22
174	0 1/2	53.05
175	-	53.34
178	-	54.25
183	4	55.88
189	8 3/4	57.83
189	9 3/4	57.85
192	8	58.72
195	3 3/4	59.53
196	0 1/4	59.75
198	-	60.35
201	8	61.47
201	10 1/4	61.53
202	-	61.57
204	5	62.31
205	-	62.48
205	3	62.56
206	3	62.86
210	1	64.03
217	11 1/2	66.43
225	-	68.58
228	-	69.49
235	9	71.86
237	6 1/2	72.4
245	9	74.9
248	1	75.62
248	9	75.82
250	8	76.4
253	8	77.32
259	10 1/2	79.21
261	8	79.76
261	9 1/8	79.78
263	11 3/4	80.46
264	-	80.47
266	11	81.36
267	-	81.38
267	0 5/8	81.4
267	1	81.41
267	2	81.43
267	11 1/2	81.67
268	5	81.81
274	-	83.52
279	3 1/2	85.13
282	5	86.08
283	1	86.28
285	5 1/2	87.01
287	10	87.73
290	2 1/2	88.46
292	7	89.18
292	9 1/2	89.24
294	11 1/2	89.9
297	-	90.53
297	1 1/2	90.56
297	4	90.63
299	8 1/2	91.35
302	1	92.08
302	7	92.23
308	-	93.88
316	6	96.47
322	2	98.2
322	5	98.27
323	2	98.5
330	-	100.58
339	1	103.35
347	-	105.77
350	6	106.83
352	5	107.42
354	1	107.92
354	3	107.98
375	-	114.3
375	6 1/2	114.47

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 13th day of August, 1979

Table of mm 10 20 30 40 50 60 70 80 90 100 110 120 130 140

Prep. 24.7.71.
Exmd. 30.8.1971.

Req:R313775 /Doc:DP 0003136 P /Rev:24-Jul-1992 /NSW LRS /Pgs:ALL /Prt:10-Aug-2021 00:55 /Seq:4 of 7
© Office of the Registrar-General /Src:INFOTRACK /[redacted]

[redacted]

[redacted]

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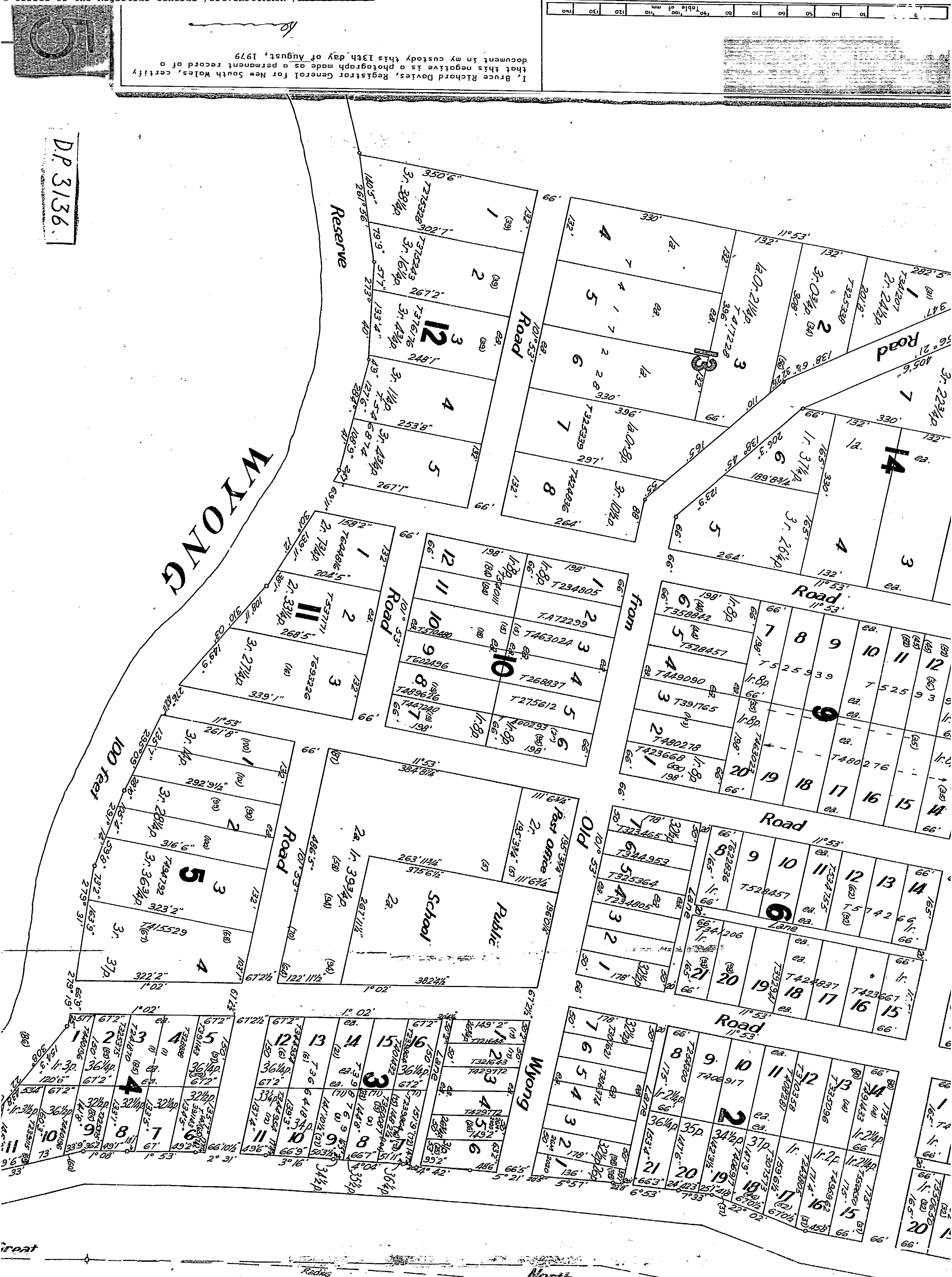

© Office of the Registrar-General /Src:INFOTRACK / [redacted]

[redacted]

WYONG TOWNSHIP

PH. MUNMORAH CO. NORTHUMBERLAND

Scale: 132 feet to one inch

Shire of Wyong

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 3136 CONTINUED

FEET	INCHES	METRES
382	4 1/2	116.55
384	8 1/4	117.25
396	-	120.7
405	6	123.6
486	5	148.26

LINKS	METRES
160	32.185

AC	RD	P	SQ M
-	-	15	
-	-	24 3/4	379.4
-	-	26	626
-	-	26 3/4	657.6
-	-	29 3/4	676.6
-	-	30 1/2	752.5
-	-	31	771.4
-	-	32 1/4	784.1
-	-	32 1/2	815.7
-	-	33	822
-	-	33 1/4	834.7
-	-	34	841
-	-	34 1/2	860
-	-	35	872.6
-	-	35 1/2	885.2
-	-	36	897.9
-	-	36 1/4	910.5
-	-	36 1/2	916.9
-	-	37	923.2
-	-	38 1/2	935.8
-	1	-	973.8
-	1	1	1012
-	1	2	1037
-	1	2 1/4	1062
-	1	3	1069
-	1	3 1/4	1088
-	1	3 1/2	1094
-	1	5 1/2	1100
-	1	7 3/4	1151
-	1	8	1208
-	1	9 3/4	1214
-	1	12	1258
-	1	13 3/4	1315
-	1	20 1/2	1359
-	1	37 1/4	1530
-	2	-	1954
-	2	7 3/4	2023
-	2	24 1/2	2219
-	2	32 1/4	2643
-	2	33 1/4	2839
-	2	38	2864
-	3		2985
-	3	3/4	3054
-	3	1 1/4	3067
-	3	3 1/4	3117
-	3	4 3/4	3155
-	3	7 3/4	3231
-	3	10 1/2	3301
-	3	11	3313
-	3	11 1/4	3320
-	3	14	3389
-	3	14 1/4	3396
-	3	16 1/4	3446
-	3	17	3465
-	3	17 3/4	3484
-	3	18 3/4	3509
-	3	20	3541
-	3	21 1/4	3573
-	3	22 1/4	3598
-	3	22 3/4	3611
-	3	23 1/2	3630
-	3	24 1/2	3655
-	3	25 3/4	3686
-	3	26 1/4	3699
-	3	27 1/4	3724
-	3	28 1/4	3750

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 3136 CONTINUED

AC	RD	P	SQ M
-	3	36 3/4	3965
-	3	37	3971
-	3	38 1/4	4003
1	-	-	4047
1	-	8	4249
1	-	20 3/4	4572
1	-	21 1/4	4584
1	1	8 1/2	5274
1	3	7 1/4	7265
2	-	-	8094

AC	RD	P	HA
2	1	39 3/4	1.011

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 13th day of August, 1979

10 20 30 40 50 60 70 80 90 Table of mm 100 110 120 130 140

3136 DP3136

COPY MADE ... 96
EXAMINED ... 6 ... 97

WYONG TOWNSHIP

PARISH OF MUNMORAH

County of Northumberland

Scale ~~2 Chains~~ 132 feet to an Inch.

Part of 640 ac (Por 2 of Pt) Gt to William Cape the Elder 18th February 1840.
Vol 1142 fo. 25
Mines of Gold & Silver Reserved.
Subject to Timber License to A. J. Tritton (see Cert) Not to be continued see F 254300
No 256561 Rs excepting Vol 18 Sec 2 / 2 10 / 2 15 Vo 1204 fo. 86
Part - 2677 ... Sec 16

This is the Plan marked "A" referred to in the annexed Declaration made by H.F. Halloran before me this 3rd day of July, 1893.

C.A. Halloran J.P.

DP3136

H. F. Halloran
Licensed Surveyor

Reg:R313775 /Doc:DP 0003136 P /Rev:24-Jul-1992 /NSW LRS /Pgs:ALL /Prt:10-Aug-2021 00:55 /Seq:7 of 7
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Reg:R313776 /Doc:DL S530058 /Rev:22-Jul-1997 /NSW LRS /Pgs:ALL /Prt:10-Aug-2021 00:55 /Seq:1 of 3

RP 13B 1978

STAMP DUTY

Crown Instrument not liable to S[redacted]

H. K. ROBERTS
Crown Solicitor
per

S530058

OFFICE USE ONLY

TG	A	1 of 2	X
	X $		

TRANSFER
GRANTING EASEMENT

REAL PROPERTY ACT, 1900
(See Instructions for Completion on back of form)

	Servient Tenement (Land burdened)	Dominant Tenement (Land benefited)
	Torrens Title Reference	Torrens Title Reference
DESCRIPTION OF LAND Note (a)	VOLUME 4327 FOLIO 161	VOLUME 1799 FOLIO 128

TRANSFEROR (registered proprietor of servient tenement) Note (b)

LORNA JUNE RODGIE of Armidale, Widow

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of $ 1.00 and TRANSFERS and GRANTS

Note (c)

(see Schedule hereto)

OFFICE USE ONLY

TRANSFEREE (registered proprietor of dominant tenement) Note (b)

out of the servient tenement and appurtenant to the dominant tenement to the TRANSFEREE

HER MAJESTY QUEEN ELIZABETH II

PRIOR ENCUMBRANCES Note (d)

subject to the following PRIOR ENCUMBRANCES: 1. ..... 2. ..... 3. .....

DATE OF TRANSFER 10th December 1980

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION Note (e)

Signed in my presence by the transferor who is personally known to me

E. M. Cooper. E. M. Cooper
Signature of Witness

EVA MADGE COOPER
Name of Witness (BLOCK LETTERS)

174 BARNEY STREET
Address and occupation of Witness

ARMIDALE NSW

L. J. Rodgie
Signature of Transferor

Note (e)

Signed in my presence by the transferee who is personally known to me

Signed in my presence for the transferee by
HUGH KING ROBERTS State Crown Solicitor by
Signature of Witness
JOHN ANTHONY MAHONEY State Crown
Solicitor's Name of Witness (BLOCK LETTERS) ...y known to me.

C. Mourouki
Address and occupation of Witness

CHRISTINE MOUROUKI
REGISTRATION CLERK

H. K. ROBERTS
State Crown Solicitor
per

Signature of Transferee

TO BE COMPLETED BY LODGING PARTY Notes (f) and (g)

LODGED BY
STATE CROWN SOLICITORS OFFICE
GOODSELL BUILDING,
8-12 CHIFLEY SQUARE, SYDNEY 2000
DX SYDNEY. PHONE: 238-7406
813E

Delivery Box Number

LOCATION OF DOCUMENTS

CT	OTHER
✓	
✓	

Herewith, 1 prod 147R
In R.G.O. with
Produced by 147R

OFFICE USE ONLY

Extra Fee	Checked by	REGISTERED 6-7-1981
	Passed DP 26/6 DB3	Registrar General

AB.

© [redacted]

RP 13B
1976

INSTRUCTIONS FOR COMPLETION

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialled by the parties to the dealing.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgagees, chargees and lessees of the servient tenement should consent to the grant of easement; otherwise, the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

Rule up all blanks.

The following instructions relate to the side notes on the form.

(a) Description of land. TORRENS TITLE REFERENCE.—Insert the current Folio Identifiers or Volume and Folios of the Certificates of Title/Crown Grants for both the dominant and servient tenements, e.g., 135/SP12343 or Vol. 8514 Fol. 126.

(b) Show the full name, address and occupation or description.

(c) State the nature of the easement (see, e.g., section 181A of the Conveyancing Act, 1919), and accurately describe the site of the easement. The transfer and grant must comply with section 88 of the Conveyancing Act, 1919.

(d) In the memorandum of prior encumbrances state only the registered number of any mortgage, lease or charge (except where the consent of the mortgagee, lessee or chargee is furnished), and of any writ recorded in the Register.

(e) Execution.

GENERALLY (i) Should there be insufficient space for the execution of this dealing, use an annexure sheet.

(ii) The certificate of correctness under the Real Property Act, 1900 must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he is personally known.

The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his firm) to be typewritten or printed adjacent to his signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.

ATTORNEY (iii) If the transfer is executed by an attorney for the transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "AB by his attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. , and I declare that I have no notice of the revocation of the said power of attorney".

AUTHORITY (iv) If the transfer is executed pursuant to an authority (other than specified in (iii)), the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.

CORPORATION (v) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.

(f) Insert the name, postal address, Document Exchange reference, telephone number, and delivery box number of the lodging party.

(g) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, pbte for probate, L/A for letters of administration.

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS

DIRECTION: PROP
No. OF NAMES:

(A) FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D) J	(E) NAME AND DESCRIPTION

SECOND SCHEDULE & OTHER DIRECTIONS

(F) FOLIO IDENTIFIER (OR REGD. DEALING & FOLIO IDENTIFIER)	(G) DIRECTION	(H) NOTFN TYPE	(I) DEALING NUMBER	(K) DETAILS

NP 412 D. WEST, GOVERNMENT PRINTER

Req:R313776 /Doc:DL S530058 /Rev:22-Jul-1997 /NSW LRS /Pgs:ALL /Prt:10-Aug-2021 00:55 /Seq:3 of 3
© [redacted]

This is the Schedule to Transfer Granting Easement dated 10th December 1980 from LORNA JUNE RODGIE to HER MAJESTY QUEEN ELIZABETH II.

An Easement to drain water within the meaning of Section 181A of the Conveyancing Act, 1919, as amended, in across and through such part of the servient tenement as is shown as "proposed easement to drain water 1 metre wide" on Deposited Plan 607784

PROVIDED THAT Part III of Schedule VIII of that Act shall for the purpose of this easement be read and construed:

(a) as if after the words "the servient tenement" where first and secondly appearing there were inserted the words "but beneath the surface thereof";

(b) as if after the words "or upon the surface of" were omitted;

(c) as if at the end of that part there were added the following words:-

"PROVIDED HOWEVER that in relation to the rights hereby granted the transferor for herself and her successors in title hereby covenants with the transferee that the transferor will not without the written consent of the transferee being first had and obtained erect or construct or permit to be erected or constructed over or upon the servient tenement any building or other structure (except fences) whatsoever".

L. J. Rodgie
Transferor

for Transferee

E. M. Cooper E. M. Cooper
Witness

E. M. Cooper
Witness

InfoTrack
Req:R313777 /Doc:DP 0607784 P /Rev:31-Dec-1992 /NSW LRS /Pgs:ALL /Prt:10-Aug-2021 00:55 /Seq:1 of 1
© Office of the Registrar-General /Src:INFOTRACK /[redacted]

PLAN FORM 2

Plan Drawing only to appear in this space

* OFFICE USE ONLY

Signatures and seals only.

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 34B 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 ..... (Insert "new road", "subdivision" or "consolidated lot") set out herein

Subdivision No. .....

Date .....

(Signature) ..... Council Clerk

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

†Delete if inapplicable.

D. P. 607784

Registered: 18·2·1980

C.A.:

Title System: TORRENS

Purpose: EASEMENT

Ref. Map: U3612-53

Last Plan: D.P. 3136

PLAN OF PROPOSED EASEMENT TO DRAIN WATER

Reduction Ratio 1:50
Lengths are in metres.

~~Mun./Shire City~~ WYONG

Locality: WYONG

Parish: MUNMORAH

County: NORTHUMBERLAND

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

I, BRIAN CHARLES GOWEN

of SYDNEY

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan of Easement to Drain Water

*is accurate and has been made *(1) by me (2) ~~under my immediate supervision~~ in accordance with the Survey Practice Regulations, 1933, and was completed on †* 4TH OCTOBER, 1979

Signature .....

Surveyor registered under Surveyors Act, 1929, as amended.
Datum Line of Azimuth, A-B (D.P. 532181)
**Strike out either (1) or (2). †Insert date of survey.*

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

Table of mm

MPD

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SURVEYOR'S REFERENCE:

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 20th day of February, 1980

Table of mm

Dobell Conveyancing Pty Ltd
PO Box 3398
TUGGERAH NSW 2259

SECTION 10.7(2) PLANNING CERTIFICATE

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

Fee Paid:	$62.00
Receipt No:	18305785
Receipt Date:	16 February 2023
Property Address:	8 Hargrave Street, WYONG NSW 2259
Property Description:	Lot 10 Sec 10 DP 3136
Property Owner:	Mr M Doushabchizadeh
Certificate No:	58483
Reference No:	D8143:234583
Date of Issue:	17-Feb-2023

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 which apply to the land

Central Coast Local Environmental Plan 2022

Central Coast Development Control Plan 2022

State Environmental Planning Policy (Housing) 2021 State Environment Planning Policy (Exempt and Complying Development Codes) 2008
State Environment Planning Policy (Building Sustainability Index: BASIX) 2004
State Environment Planning Policy No. 65 – Design Quality of Residential Apartment Development
State Environment Planning Policy (Primary Production) 2021
State Environment Planning Policy (Transport and Infrastructure) 2021
State Environment Planning Policy (Biodiversity and Conservation) 2021
State Environment Planning Policy (Resilience and Hazards) 2021
State Environment Planning Policy (Industry and Employment) 2021
State Environment Planning Policy (Resources and Energy) 2021
State Environment Planning Policy (Planning Systems) 2021

(2) Proposed Environmental Planning Instruments and Draft Development Control Plans which will apply to the land and is or has been the subject of community consultation or public exhibition

Proposed State Environmental Planning Policy (Transport and Infrastructure) 2021
Proposed State Environment Planning Policy (Building Sustainability Index: BASIX) 2004
Standard Instrument (Local Environmental Plans) Order 2006
Proposed State Environmental Planning Policy (Housing) 2021
Proposed State Environment Planning Policy (Planning Systems) 2021

2	ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

(a) Identity of the Zone

Lot 10 Sec 10 DP 3136
R3 Medium Density 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) Development Standards applying to the land that fix minimum land dimensions for the erection of a dwelling-house

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) Land includes or comprises critical habitat

No

(f) Land is in a conservation area

No

(g) Item of environmental heritage is situated on the land

None

3	CONTRIBUTION PLANS

The land is subject to Wyong District Development Contributions Plan.

This land is subject to Shire wide Infrastructure, Services and Facilities Development Contributions Plan.

This land is subject to the Central Coast Regional Section 7.12 Development Contributions Plan 2019

4	COMPLYING DEVELOPMENT

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

HOUSING CODE

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

RURAL HOUSING CODE

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

LOW RISE HOUSING DIVERSITY CODE

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

GREENFIELD HOUSING CODE

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

HOUSING ALTERATIONS CODE

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

GENERAL DEVELOPMENT CODE

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

INDUSTRIAL AND BUSINESS ALTERATIONS CODE

Complying development under the Industrial and Business Alterations Code **may** be carried

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

INDUSTRIAL AND BUSINESS BUILDINGS CODE

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

CONTAINER RECYCLING FACILITIES CODE

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

SUBDIVISIONS CODE

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

DEMOLITION CODE

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

FIRE SAFETY CODE

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

AGRITOURISM AND FARM STAY ACCOMMODATION CODE

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

5	EXEMPT DEVELOPMENT

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

GENERAL EXEMPT DEVELOPMENT CODE

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

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

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

TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

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

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

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

No

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

No

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

No

In this section—

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

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

7	LAND RESERVED FOR ACQUISITION

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

Nil

8	ROAD WIDENING AND ROAD ALIGNMENT

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

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

(b) ENVIRONMENTAL PLANNING INSTRUMENT

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

(c) COUNCIL RESOLUTIONS

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

9	FLOOD RELATED DEVELOPMENT CONTROLS

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

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

(3) In this section—

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

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

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

10	COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

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

The land is classed as being Acid Sulfate Soil Class 5

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 Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division. 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 clause have the same meaning as they have in Part 10 of the *Environmental Planning and Assessment Regulation 2021* and Schedule 7 of the *Environmental Planning and Assessment Act 1979*.

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 1300 463 954.

Tim Ennis
Signed on Behalf of Central Coast Council

LAND USE TABLE

Zone R3 Medium Density Residential

Central Coast Local Environmental Plan 2022

1 Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To maintain and enhance the residential amenity of the surrounding area.
- To encourage the consolidation of existing lots to facilitate well designed medium density development and to avoid unnecessary isolation of lots.

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Boarding houses; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Car parks; Caravan parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Group homes; Home-based child care; Home businesses; Hostels; Information and education facilities; Jetties; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Sewage reticulation systems; Shop top housing; Take away food and drink premises; Tank-based aquaculture; Tourist and visitor accommodation; Water recycling facilities; Water reticulation systems; Water storage facilities; Wharf or boating facilities

4 Prohibited

Farm stay accommodation; Any other development not specified in item 2 or 3

Sewer Diagram-
Lot 10 Sec 10 DP 3136
8 Hargrave Street, WYONG NSW 2259

Warning Note for Underground Plant Locations

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

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

Central Coast Council

Central Coast Council

Sewer Mains Diagram

Not to Scale

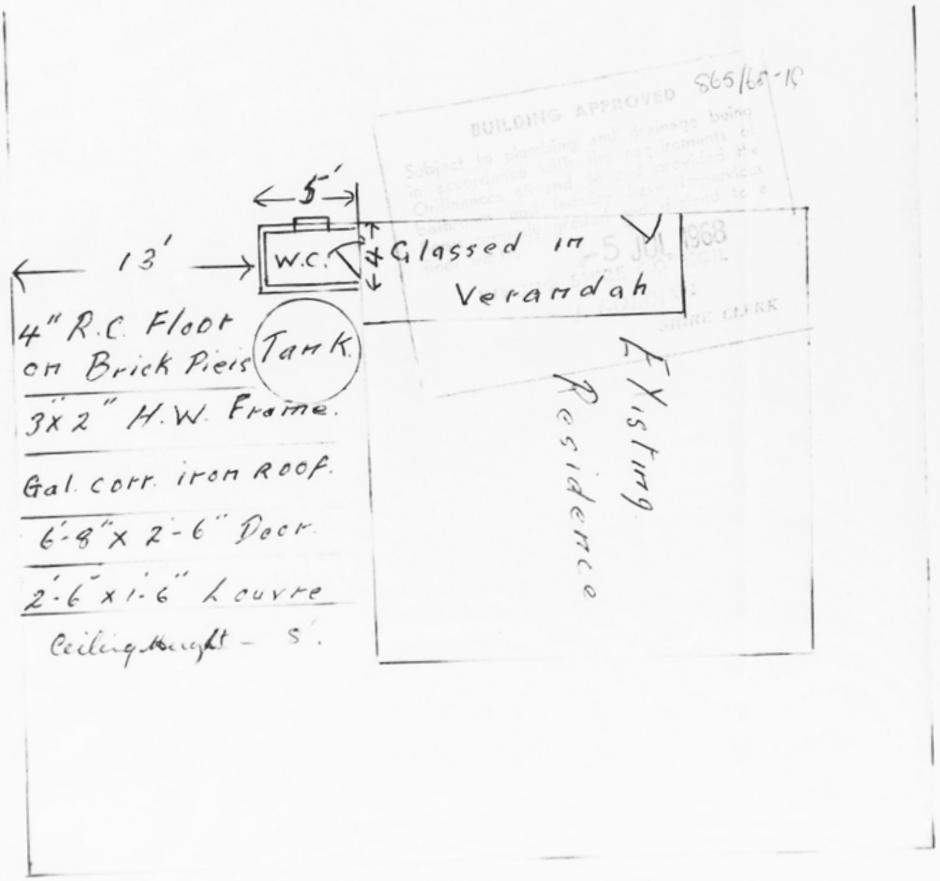
Issue Date: 11/08/2021

Legend

- Access Chamber
- Dead End
- Lampholé
- 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

Proposed W.C. Extentions for

L.D. Rodgee 8. Hargreaves St. Wyong



Hargreaves St.