

## Contract for the sale and purchase of land 2022 edition

<b>TERM</b> vendor's agent	<b>MEANING OF TERM</b> First National Engage Eastlakes 603 Pacific Highway, Belmont, NSW 2280	<b>NSW DAN:</b> Phone: 4947 7877 Ref: Chris Rowbottom - 0417 477 848
co-agent		
vendor	[REDACTED]	
vendor's solicitor	<b>Bale Boshev Lawyers</b> Suite 2, 34 Macquarie Street, Belmont NSW 2280	Phone: 02 4945 8577 Email: scott@baleboshev.com.au Fax: 02 4947 7256 Ref: SB:CS:61576
date for completion	<b>35th day after the contract date</b>	(clause 15)
land (address, plan details and title reference)	<b>4/28 Emily Street, Marks Point, New South Wales 2280</b> <b>Registered Plan: Lot 4 Plan SP 41555</b> <b>Folio Identifier 4/SP41555</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

## SIGNING PAGE

VENDOR	PURCHASER
<p><b>Signed by</b></p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p><b>Signed by</b> _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person      Signature of authorised person</p> <p>_____</p> <p>Name of authorised person      Name of authorised person</p> <p>_____</p> <p>Office held      Office held</p>	<p><b>Signed by</b> _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person      Signature of authorised person</p> <p>_____</p> <p>Name of authorised person      Name of authorised person</p> <p>_____</p> <p>Office held      Office held</p>

## Choices

Vendor agrees to accept a **deposit-bond** NO  yesNominated **Electronic Lodgment Network (ELN)** (clause 4):

Pexa \_\_\_\_\_

**Manual transaction** (clause 30) NO  yes

(if yes, vendor must provide further details, including any applicable 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 further 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 address (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input checked="" type="checkbox"/> 24 land tax certificate	<input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input checked="" type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to off the plan contract <b>Other</b> <input type="checkbox"/> 60
<b>Home Building Act 1989</b> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <b>Swimming Pools Act 1992</b> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

Lake Group Strata

Email: [info@lakegroupstrata.com.au](mailto:info@lakegroupstrata.com.au) Tel: 02 4942 3305

**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.

**WARNINGS**

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

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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**If you think that any of these matters affects the property, tell your solicitor.**
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.**
7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**
8. **The purchaser should arrange insurance as appropriate.**
9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**
10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**
11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**
12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;



<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018);

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

## 2 Deposit and other payments before completion

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

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

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

2.4 The purchaser can pay any of the deposit by –

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

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

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

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

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

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

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

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

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

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

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

## 3 Deposit-bond

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

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

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

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

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

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

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

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

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 normally, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 normally, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision, and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
- bear equally any disbursements or fees; and
  - otherwise bear that party's own costs; incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 Normally, the vendor must within 7 days of the contract date create and populate an *Electronic Workspace* with title data and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and populate an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.
- 7 Claims by purchaser**
- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.
- 8 Vendor's rights and obligations**
- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.



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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and, if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

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

4/28 EMILY ST, MARKS POINT 2280

## ADDITIONAL CONDITIONS

### 32. Claim for Compensation

Notwithstanding the provisions of Conditions 6 and 7 hereof the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of Condition 8 hereof entitling the Vendor to rescind this Contract.

### 33. Mine Subsidence

The Purchaser may rescind this Contract if the owner of the improvements on the land is not entitled, as at the date of this Contract, to claim compensation from the Mine Subsidence Board in respect of any damage to the land and/or improvements arising from mine subsidence, and written communication from the Mine Subsidence Board to that effect shall be conclusive for the purposes of this Condition.

### 34. Without in any way negotiating, limiting or restricting any rights or remedies which would have been available at law or in equity if this clause had not been included, it is agreed that:-

- (a) if prior to completion either party (or if more than one person comprises such party, either or any of them) dies or becomes bankrupt or becomes mentally ill, then either party may rescind this Contract by notice in writing and the Contract shall be at an end and the provisions of Clause 19 of this Contract shall apply; and
- (b) If the purchaser identified in this Contract is a corporation and prior to completion enters into any scheme with its creditors or makes any arrangement for the benefit of creditors or application is made to wind up or a liquidator or provisional liquidator, receiver or administrator is appointed in respect of the purchaser, then the Vendor may rescind this Contract by notice in writing and the Contract shall be at an end and the provisions of Clause 19 of this Contract shall apply.

### 35. Investment of Deposit unless TFN's provided

The parties acknowledge that the deposit holder shall not be required to invest the deposit pursuant to Clause 2 hereof unless both the Vendor and Purchaser advise the deposit holder in writing of their respective Tax File Numbers. The parties acknowledge that they are aware that the deposit holder is not responsible for finding the highest rate of interest payable on the investment of the deposit.

### 36. Non-Reliance upon Warranties/Representations

The Purchaser acknowledges to the Vendor:

- a. That the Purchaser is purchasing the property relying on his own inspection and enquiries in relation to the property and does not rely on any warranties or representations made by or on behalf of the Vendor (except as are expressly herein contained); and
- b. That the Purchaser has satisfied himself as to the approved and capable use and condition of the property.

37. (a) Deposit

If the Vendor accepts a deposit of less than ten percent (10%) of the price on the making of this Contract then the balance of a deposit equivalent to ten percent (10%) of the price shall become due and payable by the Purchaser forthwith upon the happening of any event entitling the Vendor to terminate this Contract.

(b) Payment of Deposit by Instalments

The Purchaser acknowledges that the deposit payable hereunder is ten percent (10%) of the purchase price. If the Vendor on the making of this Contract agrees that the deposit may be paid by instalments then notwithstanding any other provision of this Contract, the Purchaser shall pay the deposit by instalments as follows:-

- (i) The sum of \$ \_\_\_\_\_ to be paid on or before the date of this Contract in accordance with Clause 2.1 and 2.2 of the printed Contract; and
- (ii) The balance of the deposit on or before the completion date and the provisions of Clause 2.3 shall apply.

The balance of the deposit must be paid by the Purchaser to the deposit holder as soon as possible as an earnest that the full price will be paid on completion. The full earnest of ten percent (10%) of the price will be forfeited in the event that the Purchaser fails to complete in accordance with the terms hereof.

The terms of this Clause shall not merge on completion.

38. Notice to Complete

If either party is unable or unwilling to complete by the completion date, the other party shall be entitled at anytime after the completion date to serve a Notice to Complete making the time for completion essential. Such a Notice shall give not less than fourteen (14) days notice from the day on which the Notice is received by the recipient of the Notice. The Notice to Complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.

39. Failure to Complete by Completion Date

- a. If completion does not take place on or before the completion date and the Vendor is not at fault then the Purchaser must pay interest on the unpaid balance of the price at the rate of ten per centum (10%) per annum calculated daily from and including the completion date to but excluding the actual day of completion and such interest must be paid on completion.
  - b. The Vendor is not obligated to complete unless the interest is paid.
  - c. Interest payable pursuant to this Clause is a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete in accordance with this Contract.
  - d. The right to interest does not limit any other rights the Vendor may have as a result of the Purchaser's failure to complete in accordance with this Contract.
  - e. The Purchaser will pay to the Vendor's Solicitor the sum of five hundred dollars (\$500.00) plus GST, to cover legal costs and other expenses incurred as a consequence of the delay as a genuine pre-estimate of those additional expenses to be allowed by the Purchaser as an additional adjustment on completion.
40. If the Purchaser is a corporation then:
- 40.1 In consideration of the execution of this Contract by the Vendor the persons whose signatures appear as signatories for the Purchaser, being duly authorised by the Purchaser to execute this Contract and named as follows:  
  
(if no name is inserted then the names of the parties who executed this Contract on behalf of the Purchaser are deemed to be inserted) hereinafter collectively referred to as "the Guarantors", hereby jointly and severally guarantee the due performance and observance by the Purchaser of all the obligations contained in or arising out of this Contract. This Guarantee shall be a principal obligation as between the Guarantors and the Vendor and shall not be affected by any claim which the Purchaser may have or claim to have against the Vendor on any account whatsoever.
  - 40.2 Nothing herein shall be construed as a requirement that the Guarantors consent to or be made aware of any transaction between the Vendor and the Purchaser including any variation release or compromise of the obligations of the Purchaser.
  - 40.3 No payment shall operate to discharge or reduce the Guarantor's liability if such payment is voidable as a preference under any law relating to bankruptcy or the winding up of a company and no grant of discharge or release consequent upon such a payment shall discharge the liability of the Guarantors hereunder.



- 40.4 The Guarantor's liability hereunder shall not be affected by the death of any Guarantor or by the granting of time or other indulgence to the Purchaser or any Guarantor or any claim or right to set off or cross-action which the Purchaser may have claim to have against the Vendor on any account whatsoever nor shall the Guarantors be entitled to any set off against the Vendor.
- 40.5 The Guarantors waive all rights inconsistent with the provisions hereof including rights as to contribution, marshalling, consolidation and subrogation which the Guarantors might otherwise be surely be entitled to claim or enforce.
41. The Purchaser acknowledges that he has not been induced to enter into this Agreement for Sale of Land by any statement made or given by the Vendor or on behalf of the Vendor and will make no objection, requisition or claim for compensation in regard to the foregoing matters or any of them.
42. In the event that the deposit payable hereunder is paid by way of a Deposit Bond then the following provisions shall apply to the payment of the deposit:
- (a) In this Agreement the word "Bond" means the Real Estate Deposit Bond issued to the Vendor at the request of the Purchaser.
  - (b) Subject to sub-paragraphs (c) and (d) below, the delivery of the Bond, upon or before the making of this Contract, to the person nominated in this Contract to hold the deposit shall, to the extent of the amount guaranteed under the Bond, be deemed for the purposes of this Contract to be payment of the deposit in accordance with this Contract.
  - (c) The Purchaser shall pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed Bank Cheque on completion of this Contract or at such other time as may be provided for the deposit to be accounted for to the Vendor.
  - (d) If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit then, to the extent that the amount has not already been paid under the Bond, the Purchaser shall forthwith pay the deposit [or so much thereof as has not been paid] to the person nominated in this Contract to hold the deposit.
  - (e) The Vendor acknowledges that payment under the Bond shall, to the extent of the amount paid, be in satisfaction of the Purchaser's obligation to pay the deposit under sub-paragraph (d) above.
43. Notwithstanding any other provision in this Contract for Sale, in the event that title is Limited Title but not Qualified Title, the Vendor shall be under no obligation to provide to the Purchaser any Abstract of Title or Old System Documents in relation to the subject property.

44. **Real Estate Agent**

The purchaser warrants the purchaser was not introduced to the vendor or the property by or through the medium of a Real Estate Agent or Agency other than the Vendors agent described in this Contract. In the event of breach of this warranty the Purchaser shall indemnify the vendor for and against any claim for commission by any person other than the Vendors agent.

45. **Requisitions on Title**

45.1 The purchaser will be deemed to have made the requisitions on title attached to this contract and replies attached to this contract will be deemed to be the vendor's replies (**the Replies to Requisitions**).

45.2 Nothing in this clause prevents the vendor from amending the replies prior to completion.

46. The Purchaser acknowledges that Hunter Water Corporation does not make available individual dwelling internal lot connection diagrams in the ordinary course of administration. For the purpose of satisfying the Conveyancing Sale of Land Regulation 2017, Schedule 1 the "Service Location Plan" attached to this Contract is sufficient.

47. **Faxed/Scanned copy at exchange**

Notwithstanding anything herein contained, it is agreed between the parties that the original or counterpart of this Contract may be wholly or partly in facsimile or scanned form and as such each party will accept a facsimile or scanned copy of the whole or part of the Contract including signatures of parties for exchange purposes PROVIDED HOWEVER that the original of such faxed/scanned signature is provided to the other party or their legal representative within five (5) business days of exchange of Contracts.

48. **Water Usage**

Provision 14.2 of this Contract is hereby varied by the addition of the following sentence after the word "completion":-

*"The amounts and figures for water consumption furnished by the relevant water rating authority, even if estimated or provisional, shall be conclusive for the purposes of such adjustment."*

## **STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE**

FROM: BALE BOSHEV LAWYERS  
TO:  
RE: Gardner, Gardner and Gardner Sale  
PROPERTY: 4/28 Emily Street, Marks Point

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We make the following requisitions herein:

### **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 (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act, 1948*)? 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 Consumer, Trader and Tenancy Tribunal for an order?
  - (b) have any orders been made by the Consumer, Trader and Tenancy 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 any encumbrances and notations and recorded as the owner of the property on the Strata roll, free from all other interests.
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 together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (Act)*.
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?
  - (c) The Vendor must serve on the Purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act, 1956*) at least 14 days before completion.

## **Survey and building**

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the Vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.

15. In respect of the property and the common property:-
- (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act, 1979* and their regulations been complied with?
  - (b) Is there any matter that could justify the making or an upgrading or demolition order in respect of any building or structure?
  - (c) Has the Vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the Vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act, 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) Please identify the building work carried out;
    - (ii) When was the building work completed?
    - (iii) Please state the builder's name and licence number;
    - (iv) Please provide details of insurance under the *Home Building Act, 1989*.
16. Has the Vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. In relation to any swimming pool on the property or the parcel:
- (a) Did its installation or construction commence on or after 1 August 1990?
  - (b) Has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act, 1919* and *Local Government Act, 1993*?
  - (c) does it comply with the provisions of the *Swimming Pools Act, 1992* 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* 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.
- 18.
- (a) If there are any party walls, please 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.
  - (b) Is the Vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (c) Has the Vendor received any notice, claim or proceedings under the *Dividing Fences Act, 1991* or the *Encroachment of Buildings Act, 1922*?

**Affectations, notices and claims**

19. In respect of the property and the common property:
- (a) Is the Vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the Vendor aware of:
    - (i) Any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) Any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) Any latent defects in them?
  - (d) Has the Vendor any notice or knowledge of them being affected by the following:
    - (i) Any resumption or acquisition or proposed resumption or acquisition?
    - (ii) Any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (iii) Any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the Purchaser?
    - (iv) Any sum due to any local or public authority recoverable from the Purchaser? If so, it must be paid prior to completion.
    - (v) Any realignment or proposed realignment of any road adjoining them?
    - (vi) Any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass of them?

### **Owners corporation management**

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Part 12 or Part 13 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

### **Capacity**

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

### **Requisitions and transfer**

25. If 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.
26. 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.
27. 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.
28. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
29. The Purchaser reserves the right to make further requisitions prior to completion.
30. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

## REPLIES TO REQUISITIONS

We refer to requisitions on title and make the following replies to same:-

1. Noted
2. No
3. (a-f) Not applicable
4. No
5. (a-b) Not applicable
6. Noted
7. Not applicable
8. No
9. At the offices of
- 10.No
11. Noted
- 12.No
13. Noted
- 14.No
- 15.(a) Yes
- (b) No
- (c) No
- (d) No
- (e) Not applicable
- 16.No
- 17.(a-f) Vendor unaware of details
- 18.No
- 19.(a-d) No
20. Yes
- 21.No
- 22.No
- 23.No
24. Not applicable
25. Noted
26. Not applicable
27. Noted
28. Noted
29. Not admitted
30. Noted





FOLIO: 4/SP41555

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
19/9/2023	4:11 PM	12	16/8/2023

LAND

-----

LOT 4 IN STRATA PLAN 41555  
AT MARKS POINT  
LOCAL GOVERNMENT AREA LAKE MACQUARIE

FIRST SCHEDULE

-----

BREE GARDNER  
KAYLA GARDNER  
HOLLY GARDNER  
AS JOINT TENANTS

(AE AT356232)

SECOND SCHEDULE (1 NOTIFICATION)

-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP41555

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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



FOLIO: CP/SP41555

SEARCH DATE	TIME	EDITION NO	DATE
19/9/2023	4:14 PM	3	24/10/2022

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 41555  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MARKS POINT  
LOCAL GOVERNMENT AREA LAKE MACQUARIE  
PARISH OF KAHIBAH COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM SHEET 2 SP41555

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 41555  
ADDRESS FOR SERVICE OF DOCUMENTS:  
CNR EMILY & DAVIS STS  
MARKS POINT 2280

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- \* 2 A882147 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE AFFECTING PART
- \* 3 A887798 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE AFFECTING PART
- \* 4 B135958 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE AFFECTING PART
- \ 5 B271653 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE AFFECTING PART
- 6 EASEMENT(S) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM CREATED BY:
  - ↳ D605557 EASEMENT FOR DRAINAGE
  - ↳ V62405 EASEMENT TO DRAIN WATER
- 7 AS567431 CONSOLIDATION OF REGISTERED BY-LAWS
- 8 AS567431 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 26)

STRATA PLAN 41555

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 1	2	- 1	3	- 1	4	- 1
5	- 1	6	- 1	7	- 1	8	- 1
9	- 1	10	- 1	11	- 1	12	- 1
13	- 1	14	- 1	15	- 1	16	- 1

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP41555

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 26) (CONTINUED)

STRATA PLAN 41555

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
17	- 1	18	- 1	19	- 1	20	- 1
21	- 1	22	- 1	23	- 1	24	- 1
25	- 1	26	- 1				

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

61576

PRINTED ON 19/9/2023

\* 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.

WARNING: CHANGING OR REMOVING WILL LEAD TO REJECTION

OFFICE USE ONLY

COUNCIL'S CERTIFICATE

The Council of the City of Waverley certifies that the requirements of the State Trust Act, 1972 have been met and the requirements of the State Trust Act, 1972 have been complied with, and the proposed strata plan is a valid strata plan.

The proposed strata plan is a valid strata plan.

The proposed strata plan is a valid strata plan.

26TH MAY, 1992.

1/4305/0028

Completion, or date of registration.

SURVEYOR'S CERTIFICATE

I, IAN ROBERT HARPER, of IAN ROBERT HARPER & PARTNERS, a company registered under the Companies Act 1936, hereby certify that:

(1) any part of the lower surface or any part of which corresponds to the boundary of the proposed strata plan as a boundary of a proposed lot, which:

(2) any floor or ceiling, the upper or lower surface or any part of which forms a boundary of a proposed lot, shown in the accompanying floor plan, which:

(3) any wall, floor, ceiling or structural cable, pipe, by reference to the accompanying floor plan is defined, which:

(4) any building containing proposed lots erected on the land shown on the accompanying location plan and each proposed or shown lot of the strata plan are wholly within the perimeter of the parcel.

(a) the building encroaches on a public place.

(b) the building encroaches on land other than a public place, in respect of which encroachment an appropriate statement:

\* has been created by registered 1.

\* has been created under section 88B of the Conveyancing Act 1919.

(5) the survey information recorded in the accompanying location plan is accurate.

Signature: Ian R Harper

Date: 20TH MARCH 1992

This is sheet 1 of my Plan in 5 sheets.

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.



*Francis Gussack*  
(Secretary)

Witnessed by the said Registered Francis Gussack, Secretary of the Body Corporate, on this 20th day of March, 1992, in the presence of the said Louise Herworth, Secretary of the Body Corporate, and the said Francis Gussack, Secretary of the Body Corporate, who being asked, had no objection to the proposed strata plan being registered.

*Louise Herworth*  
LOUISE HERWORTH  
SECRETARIES OFFICER

*Francis Gussack*  
Francis Gussack  
Secretaries Manager

*Oliver Wanda*  
OLIVER WANDA  
STATE OPERATIONS  
MANAGER  
NSW & ACT

SUBDIVISION OF  
PLAN OF LOT 1 D.P. 577697



STRATA PLAN 41555

Mating/State City: LAKE MACQUARIE

Locality: MARKS POINT

Registered: 18-6-1992

C.A. No: 1/4305/0028 OF 26-5-1992

Parish: KAHIBAH

County: NORTHUMBERLAND

Purpose: STRATA PLAN

Reduction Ratio 1:

Lengths are in metres



Last Plan: D.P. 577697

Name of, and address for service of notices on, the body corporate

THE BODY CORPORATE STRATA PLAN NO 41555 NO. CNR. EMILY & DAVIS ST'S MARKS POINT 2280.

"SEE SHEET 2 FOR LOCATION PLAN"

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160

Table of mm

DATE

LOCATION PLAN

EMILY ST

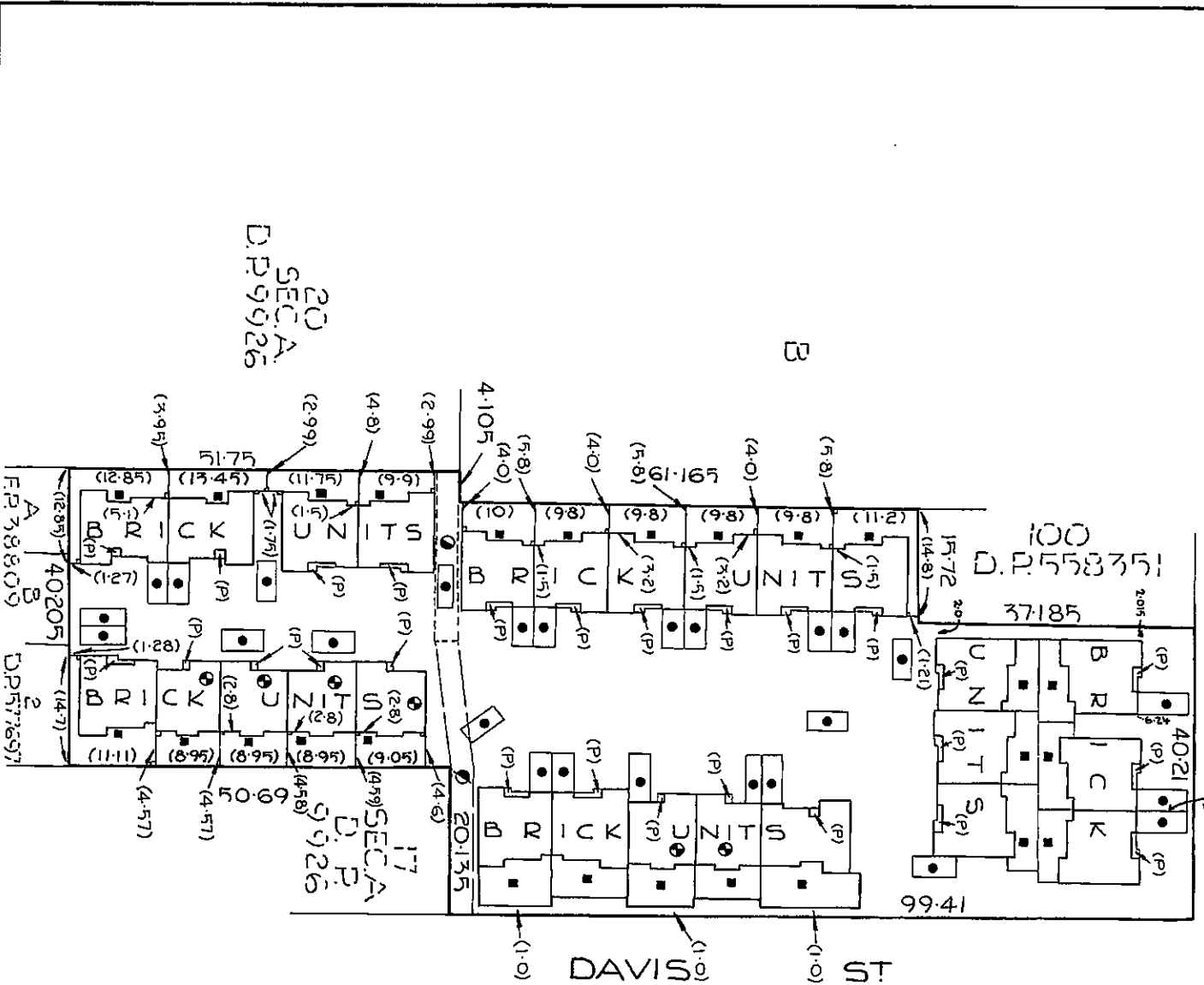
4021

DAVIS ST

STRATA PLAN 41555

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 7 Sheets



- NOTES:
- 1. ● - DENOTES CARPARK.
  - 2. ■ - DENOTES COURTYARD
  - 3. ○ - DENOTES EASEMENT ~~FOR DRAINAGE~~ FOR DRAINAGE
  - 4. Ø - DENOTES EASEMENT TO DRAIN WATER 3.0 WIDE & VARIABLE. - V02405
  - 5. (P) - DENOTES PATIO
  - 6. ⊕ - DENOTES DOUBLE STOREY (ALL OTHER UNITS SINGLE STOREY)

Reduction Ratio 1: 500

Lengths are in metres

*Lee R. Hoyle*  
Registered surveyor

*M. M. M.*  
Council Clerk

SURVEYOR'S REFERENCE: 8155

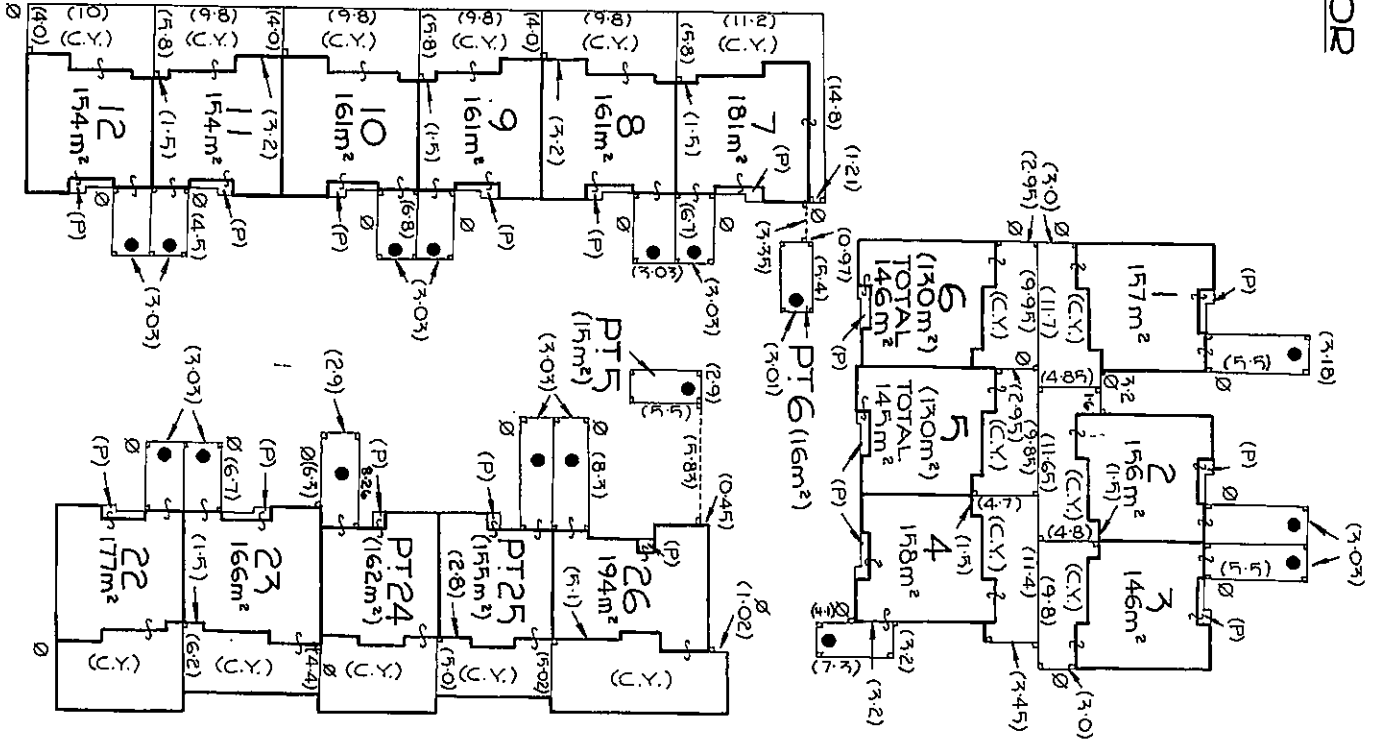
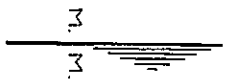


**GROUND FLOOR**

WARNING: CHEASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 5 Sheets

**STRATA PLAN 41555**



- NOTES:
1. ALL AREAS ARE APPROXIMATE.
  2. ● - DENOTES CAR SPACES.
  3. (CY) - DENOTES COURTYARD.
  4. THE STRATUM OF THE COURTYARDS & CAR SPACES ARE LIMITED TO 1.0 BELOW & 3.0 ABOVE THE FLOOR LEVEL OF THEIR RESPECTIVE UNITS.
  5. ∅ - DENOTES PROLONGATION OF FACE OF WALL.
  6. DENOTES PATIO (COVERED)

Reduction Ratio 1: 400

Lengths are in metres

*Jan R. Hoyle*  
 Registered Surveyor

*M. M. Clerk*  
 Council Clerk

SURVEYOR'S REFERENCE: 8155



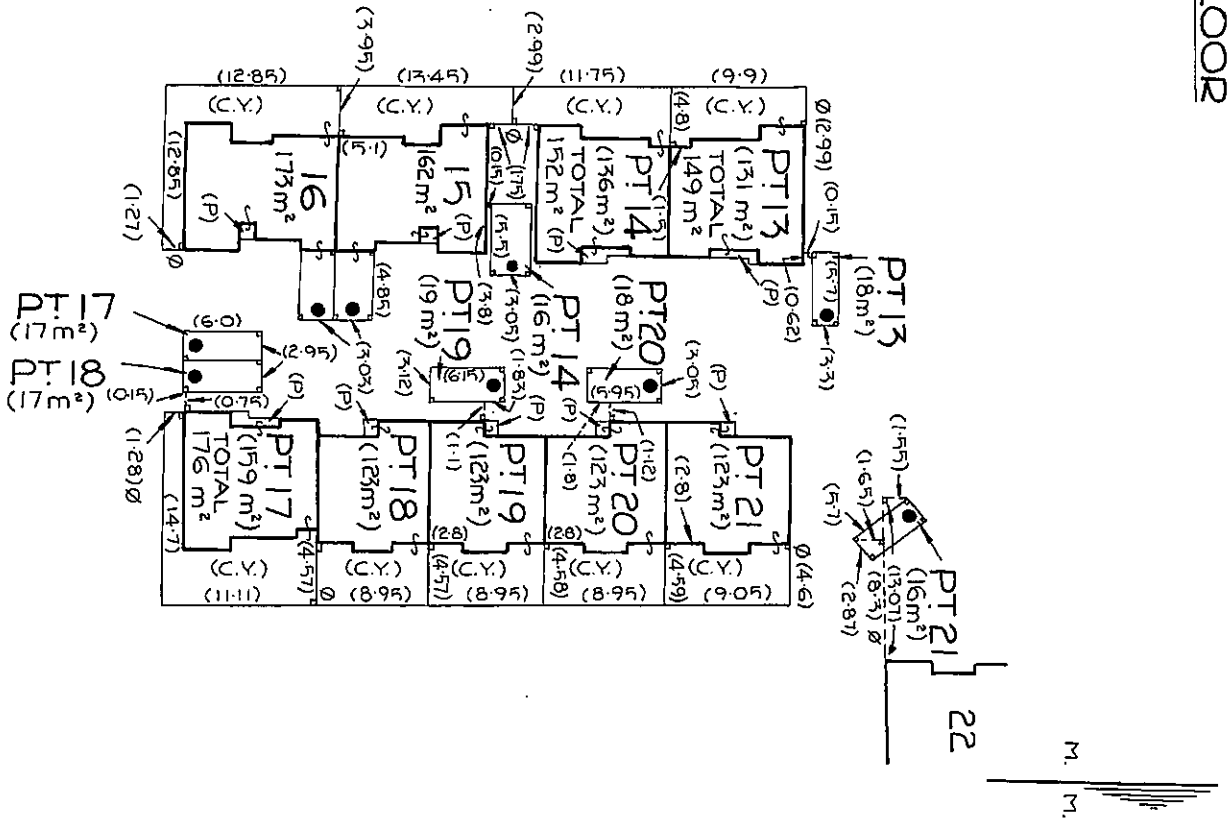
OFFICE USE ONLY

# GROUND FLOOR

WARNING: CHEASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 5 Sheets

## STRATA PLAN 41555



- NOTES:
1. ALL AREAS ARE APPROXIMATE.
  2. - DENOTES CAR SPACES.
  3. (C.X.) - DENOTES COURTYARD.
  4. THE STRATUM OF THE COURTYARDS & CAR SPACES ARE LIMITED TO 1.0 BELOW & 3.0 ABOVE THE FLOOR LEVEL OF THEIR RESPECTIVE UNITS.
  5. Ø DENOTES PROLONGATION OF FACE OF WALL.
  6. (P) - DENOTES PATIO (COVERED)

Reduction Ratio 1:400

Lengths are in metres

*Paul R. Hoff*  
Registered Surveyor

*Michael*  
Council Clerk

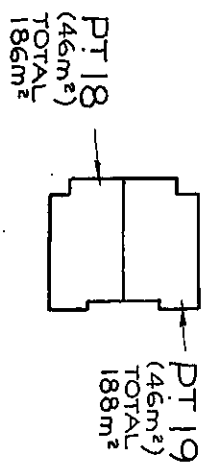
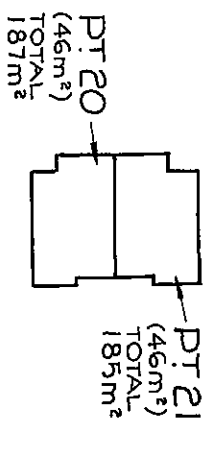
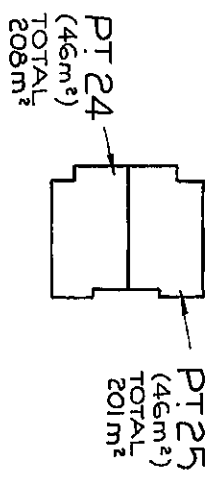
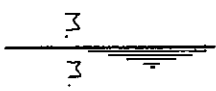


FIRST FLOOR

WARNING: CHEASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 5 of 5 Sheets

STRATA PLAN 41555



SCHEDULE OF UNIT ENTITLEMENT	
LOT N <sup>o</sup>	UNIT ENT.
1 TO 26	1 EACH
AGGREGATE	26

Reduction Ratio 1:400

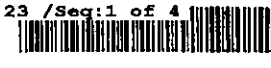
Lengths are in metres

*Tan R. [Signature]*  
Registered Surveyor

*[Signature]*  
Council Clerk







A882147S

MEMORANDUM OF TRANSFER

REGISTRY OF LANDS  
NEW SOUTH WALES  
2011/22G

REGISTRAR GENERAL  
NEW SOUTH WALES  
2011/22G



THE NEW REDHEAD ESTATE AND COAL COMPANY LIMITED

A882147

- Transfer.....
- Endorsement.....
- Certificate.....

FEE SIMPLE

14/10  
7/6  
1/5  
2-500

- a Name, residence, occupation, or other designation, in full, of transferee.
- b If a less estate, strike out "in fee simple," and interline the required alteration.
- c All subsisting encumbrances must be noted hereon. (See page 2.)
- d If the consideration be not pecuniary, state its nature concisely.

- e Name, residence, occupation, or other designation, in full of transferee.
- If a minor, state of what age, and forward certificate or declaration as to date of birth.
- If a married woman, state name, residence, and occupation of husband.

- f If to two or more, state whether as joint tenants or tenants in common.

- g Area in acres, rods, or perches.

- h Parish or town and county.

- i "The whole" or "part," as the case may be.
- j "Crown grant," or "Certificate of Title."

- k Strike out if not appropriate.

These references will suffice, if the whole land in the grant or certificate be transferred. But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:— "as delineated in the plan hereon (or annexed hereto)" or "described as follows, viz.:"— Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

being registered as the proprietor of an Estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon, in consideration of Twenty two (£22. 0. 0) ✓

paid to ~~me~~ by ISABELLA BLAIR DONALD HENRY now Isabella Blair Donald Weeks Wife of Ernest George Weeks of Carrington in the State of New South Wales Laborer, the receipt whereof is hereby acknowledged and in consideration of the natural love and affection which the said Isabella Blair Donald Weeks has and bears towards her husband the said Ernest George Weeks the receipt whereof I hereby acknowledge,

do hereby transfer to the said Isabella Blair Donald Weeks at the request and by the direction of the said Isabella Blair Donald Weeks testified by her execution hereof ~~transfer~~ to the said Ernest George Weeks

ALL ~~my~~ <sup>its</sup> Estate and Interest, as such registered proprietor, in ALL THAT piece of land containings situate in The Parish of Kahibah and County of Northumberland

being part of the land comprised in Certificate of Title dated 4th November 1899 registered volume No. 1299 folio 58

And also in the pieces of land as follows:— and being Lot 24 Section "A" on Deposited Plan No. 9926

[Rule up all blanks before signing.]

The form when filled in should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

[Price, 6d.]

MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO.

p See note "c," page 1.  
A very short note of the particulars will suffice.

Excepting and reserving unto the said Company its successors and assigns all seams of coal and other minerals under the lands to be transferred and the right to work the same according to the practice of mining in the district all necessary and proper rights and easements connected therewith and also excepting and reserving unto the ~~said Company~~ <sup>Crown</sup> all gold and mines of gold.

[Rule up all blanks before signing.]

m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferrer is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form. This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place. If the Transferrer or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

In witness whereof, I have hereunto subscribed my name, at Sydney the Second day of August in the year of our Lord one thousand nine hundred and Twenty-two

~~Signed in my presence by the said THE COMMON SEAL OF THE NEW RED-HEAD ESTATE AND COAL COMPANY LIMITED was hereunto affixed by <sup>South Thompson Cooker and Ernest Albert Harris</sup> ~~with~~ as personally known to me forming a Board of Directors in~~  
Signed the presence of

*E. D. Justice*  
*Secretary*

*Isabella Blair Donald Weeks*  
Transferrer  
*J B D Weeks*

SIGNED in my presence by the said Isabella Blair Donald Weeks who is personally known to me

*Allan R. War*  
*Asst. Law Clerk*  
*Newcastle*

I direct this Transfer  
J B D Weeks

n Repeat attestation for additional parties if required.

St 5121

\* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

For the signature of the Transferee hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said

*Ernest George Weeks*  
WHO IS PERSONALLY KNOWN TO ME

*Allan Robert Weir*  
*Art. Law Clerk*  
*Newcastle*

*Ernest George Weeks*  
Transferee.

(\*The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See note "o" in margin.)  
N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

WE the undersigned Leonard Dodds and John Alexander the encumbrances under memoranda of encumbrance No. A250384 No. A291893 and No. ~~A291893~~ HEREBY CONSENT to the within transfer and DO HEREBY discharge the said encumbrances so far only as regards the land comprised in the within transfer Provided that nothing herein contained or implied shall prejudice or affect the rights remedies or powers of the said encumbrances as regards the other lands and premises comprised in the said encumbrances.

DATED at Sydney this Second day of August 1922

SIGNED in my presence by the said LEONARD DODDS who is personally known to me

*Leonard Dodds*

SIGNED in my presence by the said John Alexander who is personally known to me

*John Alexander*

*W. H. O'Connell J.P.*

9506



FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at *Newcastle*, the day of

*one thousand nine hundred and twenty-two*  
*Allan Robert Weir of Newcastle Articled Law Clerk*  
the attesting witness to this instrument, and declared that he personally knew *Isabella Blair Donald Weeks*

the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said *Isabella Blair Donald Weeks* is <sup>her</sup> ~~his~~ own handwriting, and that she was of sound mind, and freely and voluntarily signed the same.

*Chandler J.P.*

- q May be made before other Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.
- r Name of witness and residence.
- s Name of Transferrer.
- t Name of Transferrer.
- u Registrar-General, Deputy, Notary-Public, J.P., or Commissioner for Affidavits.

No. Memorandum of Transfer of

Lot 24 Sec A  
D.P. 9926  
The Kabilah  
Northumberland  
Shire Lake Macquarie  
Newryga Coal Co

Lodged by



(Name)

(Address)

Transferor

Transferee

Ernest George Weeks

A 882147

Particulars entered in the Register Book, Vol. 1299

Folio 58

the 14th day of December, 1922  
at 12 minutes 12 o'clock



Registrar General.

	DATE	INITIALS
SENT TO SURVEY BRANCH	27/11/22	EB
RECEIVED FROM REG. OFF.	Do	AK
DRAFT WORKED	27/11/22	AK
DRAFT EXAMINED		
DIAGRAM COR. LEFT	1/12/22	AB
DIAGRAM EXAMINED	1/12/22	AB
DRAFT RETURNED	20/12/22	AK
SENT TO REGISTER		
RETURNED FROM REGISTER		
CERTIFICATE ENCLOSED		
PART OF ORIGINAL		
REG. REGISTER OFFICE	7 DEC 1922	AK

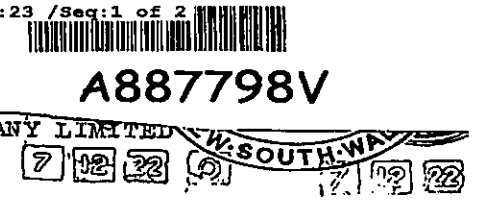
C.P. Dec. 1922  
CHECK SLIP

3396 84

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-

No Transfer can be registered until the fees are paid.  
If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to save this expense, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.  
Tenants in common must receive separate Certificates. 20s. will be required for such additional Certificate.  
The fees on transfer are 10s. and 20s. for every new Certificate, whether issued to a Transferor or required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.  
The Transfer is complete from the moment it is recorded.  
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

N.B.—ALL LANDS GRANTED FROM THE CROWN SINCE 1ST JANUARY, 1863, ARE, *ipso facto*, UNDER THE PROVISIONS OF THE REAL PROPERTY ACT AND MUST BE DEALT WITH IN THE FORMS PRESCRIBED BY THAT ACT.



**MEMORANDUM OF TRANSFER**  
(REAL PROPERTY ACT, 1900.)

to *John Smith*  
AL E *John Smith*  
*End 5/12/22*

THE NEW REDHEAD ESTATE AND COAL COMPANY LIMITED

**A887798V**

Trusts must not be disclosed in the transfer.

If a less estate, strike out "in fee simple," and interline the required alteration.

(herein called transferrer) being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of FORTY EIGHT POUNDS (£48:0:0) (the receipt whereof is hereby acknowledged) paid to me by William Goulburn Heath of Chatswood near Sydney School Master.

**A887798**

**A887798**

If to two or more, state whether as joint tenants or tenants in common.

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

(c)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Northumberland	Kahibah	Part and being lots 21 (twenty one) and 22 (twenty two) Section "A" on deposited plan no. 9926	1299	58

If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed. These references will suffice if the whole land in the grant or certificate be transferred. If part only add "and being of sec. D.P. being the land shown on the plan annexed hereto" and in certificate (or grant) registered Vol. Fol. Where the consent of the local council is required to subdivide the certificate and plan mentioned in the G. Act, 1919, should comply with any the transfer. If also should be set forth if unnecessary. If the transfer is by or easement or otherwise, the provisions in addition to the provisions of the Act, 1919, also be inserted.

And the transferee covenants with the transferrer Except and reserved unto the said Company its successors and assigns all seams of coal and other minerals under the land hereby transferred and the right to work the same according to the practice of mining in the district, and all necessary or proper powers rights and easements connected therewith ENCUMBRANCES & C. REFERRED TO

Reservations of gold and mines of gold WE the undersigned Leonard Dodds and John Alexander the encumbrances under memoranda of encumbrance No. A250384 No. A 291893 and No. A 46869 HEREBY CONSENT to the within transfer and DO HEREBY DISCHARGE the said encumbrances so far only as regards the land comprised in the within transfer. Provided that nothing herein contained or implied shall prejudice or effect the rights remedies or powers of the said encumbrances as regards the other lands and premises comprised in the said encumbrances.

Dated at Sydney this *11th* day of *December* 1922  
SIGNED in my presence by the said *Leonard Dodds*  
LEONARD DODDS  
who is personally known to me

ENCUMBRANCES & C. REFERRED TO.  
SIGNED in my presence by the said *John Alexander*  
JOHN ALEXANDER  
who is personally known to me

Signed at *John Smith JP* the *11th* day of *December* 1922

Executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, Notary Public, a J.P., or Commissioner for Affidavits, or whom the Transferor is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the annexed form. As to instruments executed elsewhere, see p. 2. Repeat attestation if necessary.

Signed in my presence by the transferrer THE COMMON SEAL OF THE NEW RED-HEAD ESTATE AND COAL COMPANY WHO IS PERSONALLY KNOWN TO ME LIMITED was affixed hereto by *John Goughan* and *James Smith* Directors of the said Company Signed who also signed the same in the presence of *E. B. Jones* Secretary

*John Goughan* Transferrer  
*E. B. Jones* Secretary

Signed in my presence by the transferee WHO IS PERSONALLY KNOWN TO ME *Harold Jones* *John Newcastle*

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.  
*Harold Jones* Transferee  
whose signature bears cannot be procured without difficulty and delay.

\* If signed by virtue of any power of attorney, the original must be registered, and an attested copy deposited, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.  
† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

release and discharge the land comprised in the within mortgage under Mortgage No. and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at this day of 192  
 Signed in my presence by who is personally known to me.

Mortgagee.

A 887798

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

Signed at the day of 192  
 Signed at the place and on the date above-mentioned, in the presence of—

FORM OF DECLARATION BY ATTESTING WITNESS.

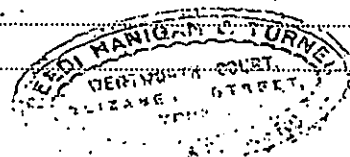
Appeared before me at the day of one thousand nine hundred and twenty and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely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

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

MEMORANDUM OF TRANSFER of

LODGED BY

Acres... roads... perches.  
 Lots 31 & 22 Sec A  
 DP 9926  
 Reserving coil to  
 Municipality  
 Parish: Kaituma County North W



William Southburn Heath, Transferee.

Particulars entered in Register Book, Vol. 349 Fol. 58

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M'tgor, etc.

the 8th day of December 192  
 at 40 minutes past 11 o'clock in the fore noon.

Registrar



PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch	40	12 DEC 1922
Received from Records	40	10
Draft written	CB	15.12.22
Draft examined	CB	15.12.22
Diagram prepared	CB	15.12.22
Diagram examined	CB	15.12.22
Draft forwarded	9	15.12.22
Supt. of Engrossers	9	DEC 1922
Cancellation Clerk		
VOL. 3401 FOL. 3		
Diagram Fees		
Additional Folios		

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

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

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

The fees are:—Registration fee 12/6 for endorsement on first certificate, and 2/6 for each additional certificate included in the Transfer, and £1 5s. for every new Certificate of Title issued. Additional Certificate fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

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

A887798

Lodgment .....  
 Endorsement .....  
 Certificate .....

**MEMORANDUM OF TRANSFER**  
 (REAL PROPERTY ACT, 1900)

**B135958W**

Trusts must not be disclosed  
 the transfer)

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

**B135958**

*The New Redhead Estate and Coal  
 Engine Drive*  
 (herein called transferror  
 being registered as the proprietor of an estate in fee simple in the land hereinafter described,  
 subject, however, to such encumbrances, liens and interests as are notified hereunder in  
 consideration of *Twenty two pounds*  
 (£22) (the receipt whereof is hereby acknowledged) paid to *I* by  
*John Wainross Windsor of Maryville*  
**B135958**  
 (herein called transferee )

to two or more, state  
 whether as joint tenants or  
 tenants in common.

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

all the references cannot  
 conveniently inserted, a  
 form of annexure (obtainable  
 L.T.O.) may be added.  
 by annexure must be signed  
 by the parties and their sig-  
 natures witnessed.  
 these references will suffice if  
 the whole land in the grant or  
 certificate be transferred, if  
 part only add (and being  
 the sec. /D.P. or  
 being the land shown in  
 a plan annexed hereto, or  
 being the residue of the  
 land in certificate (or grant)  
 registered Vol. Fol.  
 where the consent of the  
 local council is required to  
 subdivision the certificate  
 and plan mentioned in  
 the L. G. Act, 1919, should  
 accompany the transfer.  
 strike out if unnecessary.  
 covenants should comply  
 with section 89 of the  
 Conveyancing Act, 1919,  
 there also should be set forth  
 any right-of-way or easement  
 or exception  
 or provision in addition to  
 modification of the  
 covenants implied by the  
 Act may also be inserted.

(a)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Northumberland	Kahiboh.	Part comprising lot 23 Section 17 and 18 no 9926	3530	154

And the transferee covenants with the transferror  
*Accepting and retaining unto the said transferee Company its  
 successors and assigns all seams of coal and other minerals  
 under the land above described and the right to work the  
 same according to the practice of mining in the District and all  
 necessary and proper powers rights and covenants connected  
 therewith.*

very short note will suffice.

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

*Notifications endorsed or referred to or  
 contained in said Certificate of Title*

executed within the State  
 this instrument should be  
 signed or acknowledged before  
 the Registrar-General, or  
 Deputy Registrar-General, or  
 Notary Public, a J.P., or  
 Commissioner for Affidavits,  
 whom the Transferrer is  
 shown, otherwise the attest-  
 ing witness must appear  
 before one of the above func-  
 tionaries to make a declara-  
 tion in the annexed form.  
 as to instruments executed  
 elsewhere, see page 2.

Signed at *Bydney*  
 THE COMMON SEAL OF THE NEW RED-  
 HEAD ESTATE AND COAL COMPANY LTD.  
 ITED was affixed hereto by *two*  
 WHO IS PERSONALLY KNOWN TO ME

the *twenty* day of *August* 1994  
*R. L. Sawyer*  
*Francis Black*  
 the transferror

Directors of the said Company who  
 also signed the same in the pres-  
 ence of:—  
 Signed *E. P. Jones*  
*Secretary*

Repeat attestation if  
 necessary.

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

Signed in my presence by the transferee  
 WHO IS PERSONALLY KNOWN TO ME  
*J. Wainross*  
*newcastle*

*J. Wainross*  
 Transferee.

\* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.  
 † N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable, by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.  
 No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.





Endorsements  
Certification  
TOTAL £

New South Wales.

MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900.)

NEW REDHEAD ESTATE AND COAL COMPANY LIMITED



B 271653

(herein called transferor)

being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of Forty pounds

(£40.0.0) (the receipt whereof is hereby acknowledged) paid to me by

JOSEPH HALLIDAY of Hamilton in the State of New South Wales Freeholder

(herein called transferee)

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

(1)	County.	Parish.	State if Whole or Part.	Vol.	Vol.
	Northumberland	Kahibah	Certificate of Title dated 29th November, 1923	3530	184

And the transferor covenants with the transferee and being Lots 18 and 19 Section A as shown on Deposited Plan No. 9926.

RESERVING unto the said Company its successors and assigns all seams of coal and other minerals under the land hereby transferred and the right to work the same according to the practice of mining in the District and all necessary or proper powers right and easements connected therewith.

ENCUMBRANCES, &c., REFERRED TO:

Encumbrances Nos. A.250384 and A.291893. Encumbrances Ernest Albert Harris and Keith Brongham-Dooker Reservation of all minerals.

Signed at Sydney the twenty fourth day of September 1926.

THE COMMON SEAL OF THE NEW REDHEAD ESTATE AND COAL COMPANY LIMITED was affixed hereto by Robert Cobbold Cain and Raleigh H. Neve Bayers Directors of the said Company who also signed the same in the presence of E. B. Jones SECRETARY.

Robert Cain  
R. H. Neve Bayers  
Transferors

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

Joseph Halliday  
Transferee

Signed in my presence by the transferee WHO IS PERSONALLY KNOWN TO ME Solicitor Newcastle

(Trusts must not be disclosed in the transfer)

If a less estate, strike out "in fee simple" and interline the required alteration.

If to two or more, state whether as joint tenants or tenants in common.

If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed. These references will suffice if the whole land in the grant or certificate is transferred. If part only is transferred, being the land shown in the plan annexed hereto, being the residue of the land in certificate (or grant) registered Vol. Fol. Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L. G. Act, 1919, should accompany the transfer.

Strike out if unnecessary. Covenants should comply with section 59 of the Conveyancing Act, 1919. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

A very short note will suffice.

If executed within the State the instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or a Commissioner for Affidavits, if such the Transferor is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the annexed form. As to instruments executed elsewhere, see p. 2.

Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

\* If signed by virtue of any power of attorney, the original must be registered, and an attested copy deposited, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

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



147  
 2/6  
 Plan 5/1-21-0-0  
 24/1/46  
 CONVEYANCING ACT, 1919-1939.  
 REAL PROPERTY ACT, 1900.

D605557

**Notice of Resumption of Land subject to the provisions of Real Property Act, 1900.**

I, ALFRED GEORGE MCKESSAR Assistant Crown Solicitor DO HEREBY CERTIFY that the copy Gazette Notification hereunto annexed is a true copy of the Gazette Notification contained in the Government Gazette of the thirtieth day of August one thousand nine hundred and forty six declaring that the land therein described, being the land mentioned in the Schedule hereunder written, has been resumed. AND I REQUEST that you will deal with and give effect to the said Notification as if the same were a Memorandum of Transfer of such easement or right under the Real Property Act, 1900, and I, the said ALFRED GEORGE MCKESSAR HEREBY CERTIFY that this instrument is correct for the purposes of the Real Property Act, 1900, AND I FURTHER CERTIFY that I was appointed by writing dated the fifth day of September, one thousand nine hundred and forty six under his hand and official seal by THE MINISTER FOR PUBLIC WORKS to sign this Certificate on behalf of the said Minister and that I have received no notice or information of the revocation of such appointment.

SCHEDULE.

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
Pt. Lot 19	A	D.P. 9926	Part	3792	1
" " 20	"	"	"	5497	25
being the land delineated and edged red in the plan hereunto annexed marked "A"					

DATED this thirtieth day of December, in the year of Our Lord one thousand nine hundred and forty-six.

SIGNED by the said ALFRED GEORGE MCKESSAR

in the presence of [Signature]

[Signature]  
**B**

THE REGISTRAR GENERAL,  
 SYDNEY.

*Final note*



Jul 1916

[Published in Government Gazette No. 83 of 30th August, 1916.]

LOCAL GOVERNMENT ACT, 1915.—PUBLIC WORKS ACT, 1912.

LAKE MACQUARIE SHIRE COUNCIL: DRAINAGE.

Acquisition of Easement.

APPLICATION by The Council of the Shire of Lake Macquarie having been made that an easement or right to use the surface and the subsoil of under-surface of the land described in the Schedule hereto be appropriated or resumed for drainage purposes, IT IS HEREBY NOTIFIED AND DECLARED by His Excellency the Governor, acting with the advice of the Executive Council and by the Minister for Public Works, that an easement or right as aforesaid over so much of the said land as is Crown land is hereby appropriated and an easement or right as aforesaid over so much of the said land as is private property is hereby resumed under Division 1 of Part V of the Public Works Act, 1912, for the purposes aforesaid; AND the Minister for Public Works hereby further notifies that the easement or right as aforesaid is vested in The Council of the Shire of Lake Macquarie.

Dated at Sydney, this 21st day of August, 1916.

J. NORTHCOTT, Governor.

J. J. CAHILL, Minister for Public Works.

SCHEDULE.

All that piece or parcel of land situate in the Shire of Lake Macquarie, parish of Kahlitah and county of Northumberland being that part of lots 19 and 20, section A, deposited plan No. 222, comprised within a strip of land 16 feet wide along the northern boundary of those lots,—and said to be in the possession of Edward George Morton and others. (8266) (Misc. 46-4,559)

This is the copy Gazette Notification referred to in the annexed Certificate.

Witness

*[Signature]*

*[Signature]*

Shire of Lake Macquarie

# PLAN

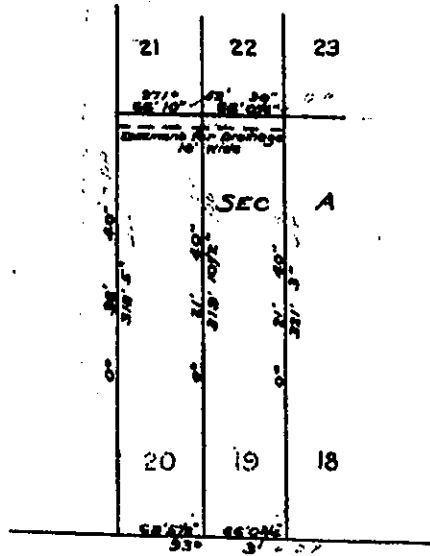
showing easement for drainage through lots 19 & 20. Sec A. D.P. 9926.  
Parish of Kajibah County of Northumberland

Scale 100 feet to an inch.

"A"

Drainage  
BY THE REGISTRAR IN OFFICE  
ON 20.9.46 A.S. 1956

REGISTERED PLAN



MARKS POINT RP

This is the plan marked "A" referred to in the Certificate of Resumption hereunto annexed. Use of this plan is the property of the Registrar-General.  
Shirley M. McPherson  
Registrar-General  
NSW

This is the plan marked "B" referred to in

B

I certify that this plan has been compiled from the information shown on D.P. 9926 and is correct.

Surveyor registered under the Surveyors Act, 1929

D605557

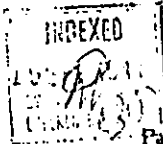
No. ....

LODGED by  
State Crown Solicitor,  
237 Macquarie Street,  
Sydney.

NOTICE OF RESUMPTION.

1 of Easement for Drainage  
Pt of CG 194 20 Sec A DP 9926  
Munk Point Rd  
Shire of Lake Macquarie

The Council of the Shire of  
Lake Macquarie



Particulars entered in Register Book.

Vol. 342, Fol. 1  
5474, 25

and on mtge D428971

*ff*

the 11th  
day of September 1947  
at minutes 12  
o'clock in the 1 noon.

*J. H. Pelt*  
Registrar-General.



*3/1/47*

RP 13B  
1978

STAMP DUTY



V062405

**TRANSFER GRANTING EASEMENT**

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

TG	A	1	a	1	-	Non
	\$ 80.00					

DESCRIPTION OF LAND  
Note (b)

Servient Tenement (Land burdened)	Dominant Tenement (Land benefited)
Torrens Title Reference	Torrens Title Reference
VOLUME 12890 FOLIO 94	

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

MAIRA PTY LIMITED

Note (c)

(the abovesaid TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 200.00 and TRANSFERS and GRANTS an easement to drain water 3 metres wide and variable width as shown in the plan that is the Annexure "A" hereto, within the meaning of Section 88A of the Conveyancing Act, 1919 but as may be expressly or impliedly modified by the provisions of the Memorandum filed in the Registrar General's Office as No. T169836 by which provisions the Transferor and Transferee agree to be bound and which provisions are deemed to be incorporated herein.

OFFICE USE ONLY

OVER

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

out of the servient tenement and appurtenant to the dominant tenement to the TRANSFEEE  
THE COUNCIL OF THE MUNICIPALITY OF LAKE MACQUARIE of Council Chambers, Speers Point

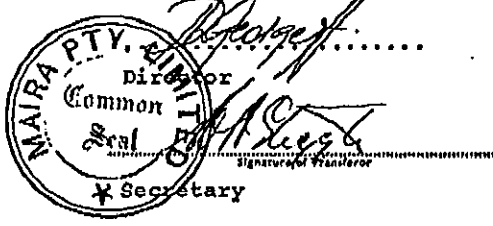
PRIOR ENCUMBRANCES  
Note (d)

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

EXECUTION  
Note (e)

DATE OF TRANSFER 9th February 1984  
We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

Signed in my presence by the transferor who is personally known to me  
**THE COMMON SEAL of MAIRA PTY. LIMITED**  
was hereunto affixed by authority of the Board of Directors in the presence of .....



Note (e)

Signed in my presence by the transferee who is personally known to me  
**THE COMMON SEAL OF THE COUNCIL OF THE MUNICIPALITY OF LAKE MACQUARIE**  
was hereunto affixed by resolution passed on the twentieth second day of

August 1983  
A. D. Cummings  
TOWN CLERK

J. W. Bartfield  
MAYOR  
Signature of Transferee

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

LODGED BY <b>REED HANIGAN &amp; TURNER</b> 39 HUNTER ST., SYDNEY 2000 DX. 452 SYDNEY, PH.: 232 1468 39U	LOCATION OF DOCUMENTS	
	CT	OTHER
Delivery Box Number	Herewith In E.G.O. with Produced by <u>Reed Hanigan</u>	
Extra Fee	Checked by <u>EDH</u> <u>RS</u>	REGISTERED <u>28 - J - 1984</u>
OFFICE USE ONLY	Registrar General	
		334 (ship)

082

A \$ 80

RA7

2010 RRL

NP 138  
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 initialed 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/SP12345 or Vol. 9514 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 to 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 affixing 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 in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, p/bt for probate, L/A for letters of administration.

OFFICE USE ONLY

DIRECTION: PROP No. OF NAMES:		FIRST SCHEDULE DIRECTIONS				
(A)	FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D) I	(E)	NAME AND DESCRIPTION
SECOND SCHEDULE & OTHER DIRECTIONS						
(F)	FOLIO IDENTIFIER FOR REFS: DEALING & FOLIO IDENTIFIER	(G) DIRECTION	(H) NOTFN TYPE	(I)	DEALING NUMBER	(K) DETAILS
	12890-94	ON	EA		V62405	Easement to drain water affecting the part of the land within described shown 3 metres wide in plan annexed to Transfer No V. 62405



"A"

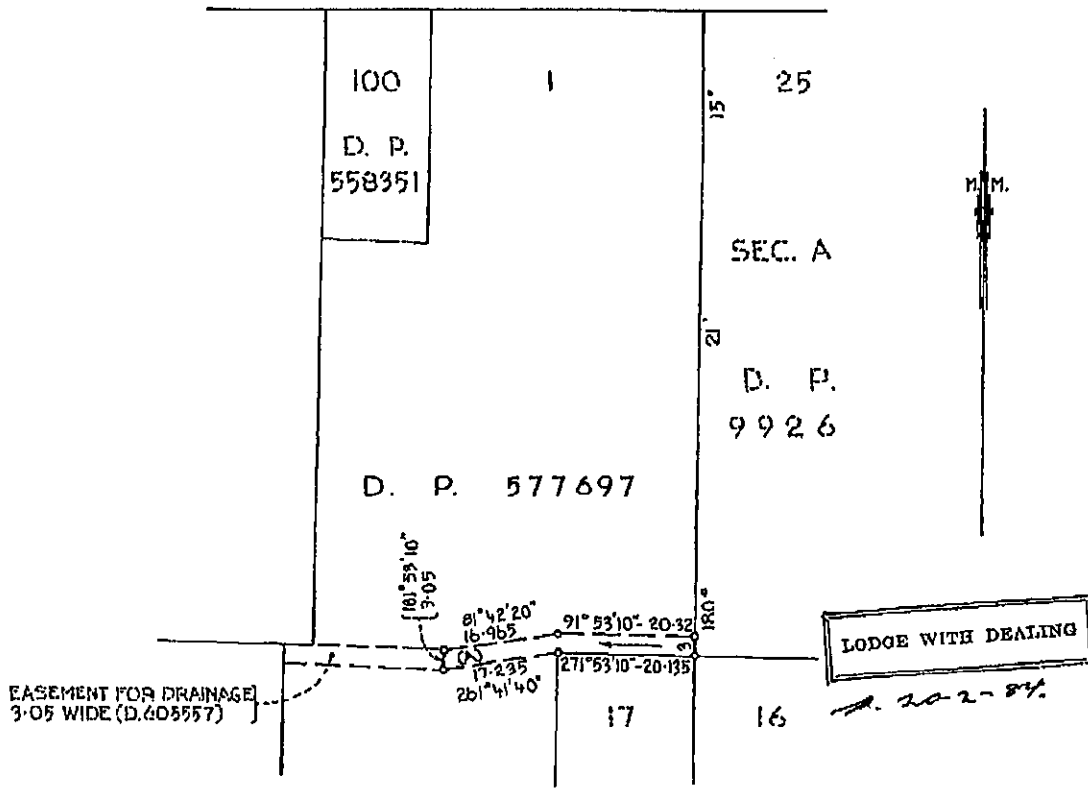
PLAN

OF PROPOSED EASEMENT TO DRAIN WATER WITHIN LOT 1, D.P. 577697

PARISH: KAHIBAH COUNTY: NORTHUMBERLAND  
 LOCALITY: MARKS POINT MUNICIPALITY: LAKE MACQUARIE  
 REDUCTION RATIO 1: 800 LENGTHS ARE IN METRES

Scale  
 1:1000

EMILY (30.175 WIDE) STREET



(A) SITE OF PROPOSED EASEMENT TO DRAIN WATER 3 METRES WIDE AND VARIABLE WIDTH.

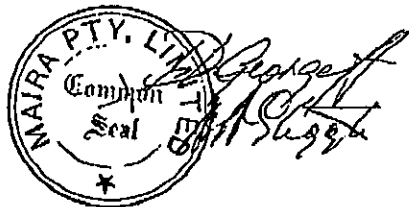
This is the Annexure "A" referred to in Transfer Granting Easement between MAIRA PTY LIMITED (Transferor) and THE COUNCIL OF THE MUNICIPALITY OF LAKE MACQUARIE (Transferee) over land in Torrens Title reference Volume 12890 Folio 94.

THE COMMON SEAL of THE COUNCIL OF )  
 THE MUNICIPALITY OF LAKE MACQUARIE )  
 was hereunto affixed by resolution )  
 passed on the Twenty Second day of )  
 August 1983 )

*J. A. Cumming*  
 TOWN CLERK

*J. B. Bartelds*  
 MAYOR

THE COMMON SEAL of MAIRA PTY. )  
 LIMITED was hereunto affixed by )  
 authority of the Board of Directors )  
 in the presence of )



**Lodger Details**

Lodger Code 505858Q  
Name KERIN BENSON LAWYERS PTY LTD  
Address SE 9.02, 46 MARKET ST  
SYDNEY 2000  
Lodger Box 1W  
Email ALLISON@KERINBENSONLAWYERS.COM.AU  
Reference 005804

Land Registry Document Identification

**AS567431**

STAMP DUTY:

**Consolidation/Change of By-laws**

Jurisdiction NEW SOUTH WALES

**Privacy Collection Statement**

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP41555	N	

**Owners Corporation**

THE OWNERS - STRATA PLAN NO. SP41555  
Other legal entity

**Meeting Date**

12/09/2022

**Repealed by-law No.**

Details N/A

**Added by-law No.**

Details Special By-Law 3

**Amended by-law No.**

Details Special By-Law 1

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

**Attachment**

See attached Conditions and Provisions

See attached Approved forms

See attached Approved forms

**Execution**

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP41555

Signer Name LAURA CASHMAN

Signer Organisation KERIN BENSON LAWYERS PTY LTD

Signer Role PRACTITIONER CERTIFIER

Execution Date 20/10/2022

Form: 15CH  
Release: 2.3

**CONSOLIDATION/  
CHANGE OF BY-LAWS**  
New South Wales

Leave this space clear. Affix additional pages to the top left-hand corner.

Strata Schemes Management Act 2015  
Real Property Act 1900

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

For the common property CP/SP41555
---------------------------------------

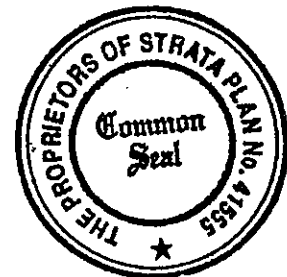
(B) LODGED BY

Document Collection Box	Name	LAURA CASHMAN	CODE  <b>CH</b>
	Company	Kerin Benson Lawyers	
	Address	PO Box 156 Adamstown NSW 2289	
	E-mail	laura@kerinbensonlawyers.com.au Contact Number 02 4032 7990	
	Customer Account Number (IF APPLICABLE) Reference	005804	

- (C) The Owner-Strata Plan No. 41555 certify that a special resolution was passed on 12/9/2022
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows -
- (E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. Special By-Law 3  
Amended by-law No. Special By-Law 1  
as fully set out below:  
See Annexure A, Special By-Law 3 from pages 8 to 13;  
See Annexure A, Special By-Law 1 from pages 6 to 7.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A.
- (G) The seal of The Owners-Strata Plan No. 41555 was affixed on 13/10/22 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: [Signature]  
Name: Bradley Gribble  
Authority: Strata Manager/Agent  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Authority: \_\_\_\_\_

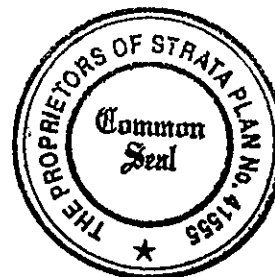


## Annexure A

### Consolidated By-Laws for Strata Plan No. 41555

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# **Strata Schemes Management Regulation 2016**

## **Schedule 2 By-laws for pre-1996 strata schemes**

### **1. Noise**

An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

### **2. Vehicles**

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.

### **3. Obstruction of common property**

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

### **4. Damage to lawns and plants on common property**

An owner or occupier of a lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

### **5. Damage to common property**

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

- (5) Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

## **6. Behaviour of owners and occupiers**

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

## **7. Children playing on common property in building**

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

## **8. Behaviour of invitees**

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

## **9. Depositing rubbish and other material on common property**

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

## **10. Drying of laundry items**

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

## **11. Cleaning windows and doors**

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

## **12. Storage of inflammable liquids and other substances and materials**

- (1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

### **13. Moving furniture and other objects on or through common property**

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

### **14. Floor coverings**

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

### **15. Garbage disposal**

An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

### **16. Keeping of animals**

- (1) Subject to section 157 of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

## **17. Appearance of lot**

- (1) The owner or occupier of a lot must not, without the written consent of the owners' corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

## **18. Notice board**

An owners corporation must cause a notice board to be affixed to some part of the common property.

## **19. Change in use of lot to be notified**

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

## **Special By-Law 1 – Installation of Solar Power (amended 12 September 2022)**

1.1 In this By-Law:

- (a) "Lot" means a lot in plan 41555.
- (b) "Lot Owner" means an owner of a Lot.
- (c) "Owners Corporation" means the owners corporation created by the registration of strata plan 41555.

### **Roof**

1.2 A Lot Owner has exclusive use of part of the Common Property roof covering his or her Lot and special privileges to, at the cost of that Lot Owner, install and connect such solar panels and equipment through Common Property to the electricity meter box used by that Lot and which may also be used by other Lots.

### **Tank**

1.3 A Lot Owner has exclusive use of part of the Common Property roof covering his or her Lot and special privileges to, at the cost of that Lot Owner, install and connect a solar powered hot water tank and connect such a tank to and from such solar panels and equipment through Common Property to the electricity meter box used by that Lot and which may also be used by other Lots.

### **Pipes & Cables**

1.4 A Lot Owner has exclusive use of such necessary parts of the Common Property external cavity walls for the Lot and any other Lot as may be reasonably necessary and timber framing in the roof void for the roof covering the Lot and any other Lot as may be reasonably necessary, and special privileges to, at the cost of the Lot Owner



undertaking such, install and keep solar power equipment on the said Common Property and to connect such things installed through the said Common Property walls and roof void where necessary:

- a) To and from any solar panel or solar powered hot water tank
  - b) To and from the electricity meter box used by that Lot and which may also be used by other Lots.
- 1.5 A Lot Owner has exclusive use of such necessary parts of the electricity meter box servicing the Lot, and special privileges to, at the cost of the Lot Owner undertaking same, install and keep solar power equipment in the said electricity meter box.
- 1.6 A Lot Owner must, at his or her cost:
- (a) use contractors approved by the Owners Corporation to install solar power equipment servicing his or her Lot;
  - (b) comply with the requirements of Government Agencies about the installation of solar power equipment;
  - (c) repair damage caused to Common Property caused by exercising rights under this by-law;
  - (d) maintain, repair and, where necessary, replace solar power equipment installed on or in his or her areas of exclusive use or connected from his or her area of exclusive use to his or her Lot;
  - (e) use contractors approved by the Owners Corporation to maintain, repair and replace solar power equipment servicing his or her Lot;
  - (f) comply with the requirements of Government Agencies about solar power equipment;
  - (g) indemnify the Owners Corporation against all claims and liability caused by exercising rights under this by-law.
- 1.7 A Lot Owner has exclusive use of the solar power equipment, cabling and devices which exclusively service his or her Lot.

## **Special By-Law 2 - Extension of Patio (passed 5 September 2011)**

2.1 In this By-Law:

- (a) "Lot" means a lot in plan 41555.
- (b) "Lot Owner" means an owner of a Lot.
- (c) "Owners Corporation" means the Owners Corporation created by the registration of strata plan 41555.
- (d) "Works" means timber decking.

2.2 A Lot Owner has special privileges to construct the Works on that part of the Common Property between the outermost edge of the tiled patio at the front entrance of the residence on the Lot to the kerb edging of the driveway of the Lot, with the projection of the Works not to exceed 2 metres at any point, and the height of the Works not to

exceed 0.6 metres at any point with a finished floor level to be consistent with that of the existing front patio.

- 2.3 A Lot Owner has exclusive use of that part of the Common Property between the outermost edge of the tiled patio at the front entrance of the residence on the Lot to the kerb edging of the driveway of the Lot, to keep, maintain and use the Works.
- 2.4 If a Lot Owner wishes to paint, stain or otherwise apply a finish to the Works, the colour must be in keeping with the colour scheme of the strata complex.
- 2.5 A Lot Owner must, at his or her cost:
  - (a) use contractors approved by the Owners Corporation to carry out the Works;
  - (b) comply with the requirements of the Government Agencies for installation of the Works;
  - (c) repair damage caused to the Common Property caused by exercising rights under this By-Law;
  - (d) indemnify the Owners Corporation against all claims and liability caused by exercising rights under this By-Law;
  - (e) ensure the Works are structurally supported and the support is adequate; and
  - (f) maintain, resurface, repair and, where necessary, replace the Works installed on or in his or her areas of exclusive use to his or her Lot.

### **Special By-Law 3 – Common Property Memorandum (passed 12 September 2022)**

#### **Owners Corporation Responsibilities for maintenance, repair or replacement**

##### **1. Balcony & Courtyards**

- (a) columns and railings
- (b) doors, windows and walls (unless the plan was registered before 1 July 1974 - refer to the registered strata plan)
- (c) balcony ceilings (including painting)
- (d) security doors, other than those installed by an owner after registration of the strata plan
- (e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan
- (f) common wall fencing, shown as a thick line on the strata plan
- (g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land
- (h) awnings within common property outside the cubic space of a balcony or courtyard
- (i) walls of planter boxes shown by a thick line on the strata plan

- (j) that part of a tree which exists within common property

**2. Ceiling/Roof**

- (a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility)
- (b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility)
- (c) guttering
- (d) membranes

**3. Electrical**

- (a) air conditioning systems serving more than one lot
- (b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller
- (c) fuses and fuse board in meter room
- (d) intercom handset and wiring serving more than one lot
- (e) electrical wiring serving more than one lot
- (f) light fittings serving more than one lot
- (g) power point sockets serving more than one lot
- (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under *Environmental Planning and Assessment Act 1979*)
- (i) telephone, television, internet and cable wiring within common property walls
- (j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property
- (k) lifts and lift operating systems

**4. Entrance door**

- (a) original door lock or its subsequent replacement
- (b) entrance door to a lot including all door furniture and automatic
- (c) security doors, other than those installed by an owner after registration of the strata plan

**5. Floor**

- (a) original floorboards or parquet flooring affixed to common property floors
- (b) mezzanines and stairs within lots, if shown as a separate level in the strata plan

- (c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan
- (d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan

**6. General**

- (a) common property walls
- (b) the slab dividing two storeys of the same lot, or one storey from an open space roof area, a townhouse or villa (unless the plan was registered before 1 July 1974 - refer to the registered strata plan)
- (c) any door in a common property wall (including all original door furniture)
- (d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility)
- (e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan
- (f) ducting cover or structure covering a service that serves more than one lot or the common property
- (g) ducting for the purposes of carrying pipes servicing more than one lot
- (h) exhaust fans outside the lot
- (i) hot water service located outside of the boundary of any lot or where that service serves more than one lot
- (j) letter boxes within common property
- (k) swimming pool and associated equipment
- (l) gym equipment

**7. Parking/Garage**

- (a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan
- (b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot
- (c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot
- (d) mesh between parking spaces, if shown by a thick line on the strata plan

**8. Plumbing**

- (a) floor drain or sewer in common property
- (b) pipes within common property wall, floor or ceiling
- (c) main stopcock to unit

- (d) storm water and on-site detention systems below ground

#### **9. Windows**

- (a) windows in common property walls, including window furniture, sash cord and window seal
- (b) insect-screens, other than those installed by an owner after the registration of the strata plan
- (c) original lock or other lock if subsequently replacement by the owners corporation

### **Lot Owner responsibilities for maintenance, repair or replacement**

#### **1. Balcony and Courtyards**

- (a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan or not in place at the time of strata plan registration.
- (b) that part of a tree within the cubic space of a lot

#### **2. Ceiling/Roof**

- (a) false ceilings inside the lot installed by an owner after the registration of the strata plan

#### **3. Electrical**

- (a) air conditioning systems, whether inside or outside of a lot, which serve only that lot
- (b) fuses and fuse boards within the lot and serving only that lot
- (c) in-sink food waste disposal systems and water filtration systems
- (d) electrical wiring in non-common property walls within a lot and serving only that lot
- (e) light fittings, light switches and power point sockets within the lot serving only that lot
- (f) telephone, television, internet and cable wiring within noncommon property walls and serving only that lot
- (g) telephone, television, internet and cable service and connection sockets
- (h) intercom handsets serving one lot and associated wiring located within non-common walls

#### **4. Entrance Door**

- (a) door locks additional to the original lock (or subsequent replacement of the original lock)
- (b) keys, security cards and access passes

**5. Floor**

- (a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan
- (b) lacquer and staining on surface of floorboards or parquet flooring
- (c) internal carpeting and floor coverings, unfixed floating floors
- (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan

**6. General**

- (a) internal (non-common property) walls
- (b) paintwork inside the lot (including ceiling and entrance door)
- (c) built-in wardrobes, cupboards, shelving
- (d) dishwasher
- (e) stove
- (f) washing machine and clothes dryer
- (g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)
- (h) internal doors (including door furniture)
- (i) skirting boards and architraves on non-common property walls
- (j) tiles and associated waterproofing affixed to non-common property walls
- (k) letterbox within a lot
- (l) pavers installed within the lot's boundaries
- (m) ducting cover or structure covering a service that serves a single lot

**7. Parking/Garage**

- (a) garage door remote controller
- (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary
- (c) light fittings inside the lot where the light is used exclusively for the lot
- (d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the *Dividing Fences Act 1991* applies)

**8. Plumbing**

- (a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall

- (b) pipes and 'S' bend beneath sink, laundry tub or hand basin
- (c) sink, laundry tub and hand basin
- (d) toilet bowl and cistern
- (e) bath
- (f) shower screen
- (g) bathroom cabinet and mirror
- (h) taps and any associated hardware

**9. Windows**

- (a) window cleaning - interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier)
- (b) locks additional to the original (or any lock replaced by an owner)
- (c) window lock keys

**10. Wet Areas**

any associated repairs, alterations, renovations within laundry, toilet or bathroom spaces effected by an owner which were not in place at the time of strata plan registration.



Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

\*that the initial period has expired.

~~\*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

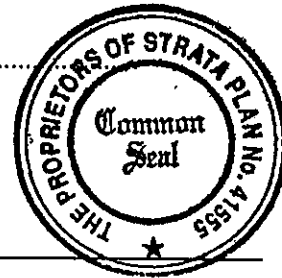
The seal of The Owners - Strata Plan No. 41555 was affixed on .....13/10/2022.....  
in the presence of the following person(s) authorised by section 273 Strata Schemes  
Management Act 2015 to attest the affixing of the seal.

Signature: *[Signature]* Name: *Bradley Cribble*

Authority: *Strata Manager Agent*

Signature: ..... Name: .....

Authority: .....



^ Insert appropriate date \* Strike through if inapplicable.



20 September 2023

INFOTRACK PTY LTD  
PO Box 4029  
SYDNEY NSW 2001

Our Ref:161972  
Your Ref: 61576:170969  
ABN 81 065 027 868

**PLANNING CERTIFICATE UNDER THE  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

Fee Paid: 53.00  
Receipt No: 12966470  
Receipt Date: 19 September 2023

**DESCRIPTION OF LAND**

**Address:** 4/28 Emily Street, MARKS POINT NSW 2280  
**Lot Details:** Lot 4 SP 41555  
**Parish:** Kahibah  
**County:** Northumberland

For: MORVEN CAMERON  
GENERAL MANAGER



**ADVICE PROVIDED IN ACCORDANCE WITH SUBSECTION (2)**

**1 Names of Relevant Planning Instruments and Development Control Plans**

- (1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.

Lake Macquarie Local Environmental Plan 2014

Lake Macquarie Development Control Plan 2014

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -  
Chapter 4 Koala habitat protection 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -  
Chapter 6 Bushland in urban areas

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -  
Chapter 7 Canal estate development

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

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State Environmental Planning Policy (Precincts—Central River City) 2021 –  
Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts-Eastern Harbour City) 2021 –  
Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts-Regional) 2021  
Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts—Western Parkland City) 2021 –  
Chapter 2 State significant precincts

State Environmental Planning Policy (Primary Production) 2021 –  
Chapter 2 Primary production and rural development

State Environmental Planning Policy (Resilience and Hazards) 2021 –  
Chapter 2 Coastal management

State Environmental Planning Policy (Resilience and Hazards) 2021 –  
Chapter 3 Hazardous and offensive development  
State Environmental Planning Policy (Resilience and Hazards) 2021 –  
Chapter 4 Remediation of land  
State Environmental Planning Policy (Resources and Energy) 2021 –  
Chapter 2 Mining, petroleum production and extractive industries  
State Environmental Planning Policy (Transport and Infrastructure) 2021 –  
Chapter 2 Infrastructure  
State Environmental Planning Policy (Transport and Infrastructure) 2021 –  
Chapter 3 Educational establishments and child care facilities  
State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment  
Development

- (2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

Lake Macquarie Draft Development Control Plan 2014

- (3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if —
- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
  - (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.
- (4) In this section, proposed environmental planning instrument includes a planning proposal for a Local Environmental Plan or a Draft environmental planning instrument.

## **2 Zoning and land use under relevant Local Environmental Plans**

- (1) The following answers (a) to (f) relate to the instrument (see 1(1) above).

- (a) (i) The identity of the zone applying to the land.  
R3 Medium Density Residential  
under Lake Macquarie Local Environmental Plan 2014
- (ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.  
Exempt development as provided in Schedule 2; Home occupations

- (iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Hostels; Hotel or motel accommodation; Kiosks; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Registered clubs; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Sewage reticulation systems; Sewage treatment plants; Shop top housing; Tank-based aquaculture; Water recreation structures; Water recycling facilities; Water supply systems

- (iv) The purposes for which the Instrument provides that development is prohibited within the zone.

Any other development not specified in item (ii) or (iii)

**NOTE: The advice in sections (a) above relates only to restrictions that apply by virtue of the zones indicated. The Lake Macquarie LEP 2014 includes additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.**

- (b) Whether additional permitted uses apply to the land,

No

- (c) Whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

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

No

- (e) Whether the land is in a conservation area (however described).

No

- (f) Whether an item of environmental heritage (however described) is situated on the land.

**Local Environmental Plan 2014 Schedule 5 Part 1 Heritage Items**

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 1 Heritage items.

**Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas**

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas.

**Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites**

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites.

**Local Environmental Plan 2014 Schedule 5 Part 4 Landscape Items**

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 4 Landscape items.

**Local Environmental Plan 2004 Schedule 4 Part 1 Heritage Items**

There are no heritage items listed for this land within Local Environmental Plan 2004 Schedule 4 Part 1.

**Local Environmental Plan 2004 Part 11 Clause 150 Environmental Heritage**

There are no heritage items listed for this land within Local Environmental Plan 2004 Part 11 Clause 150 – South Wallarah Peninsula.

**Local Environmental Plan 2014 Heritage Map**

The land is not identified as a Village Precinct on the Heritage Map.

**NOTE:** **An item of environmental heritage, namely Aboriginal heritage, listed within the Aboriginal Heritage Information Management System (AHIMS), may affect the land. Aboriginal objects are protected under the National Parks and Wildlife Act 1974. If Aboriginal objects are found during development, works are to stop and the Office of Environment and Heritage (OEH) contacted immediately. For further information and to access the AHIMS registrar, refer to <http://www.environment.nsw.gov.au>**

- (2) The following answers relate to the Draft Instrument (see 1(2) above).
- (a) Nil

**NOTE:** **The advice in section (a) above relates only to restrictions that apply by virtue of the zones indicated. The Draft instrument may include additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.**

- (b) Whether draft additional permitted uses apply to the land
- No
- (c) Whether any draft development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so

fixed.

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

- (d) Whether the land is in a draft area of outstanding biodiversity value under *the Biodiversity Conservation Act 2016*,  
No
- (e) Whether the land is in a draft conservation area (however described).  
No
- (f) Whether a draft item of environmental heritage (however described) is situated on the land.  
No

### 3 Contributions Plans

- (1) The name of each contributions plan applying to the land, including draft contributions plan,  
Lake Macquarie City Council Development Contributions Plan - Belmont Contributions Catchment - 2017  
The Lake Macquarie City Council Section 7.12 Contributions Plan – Citywide 2019
- (2) The name of the area, if the land is in a special contributions area under the Act,  
Nil

### 4 Complying development

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

#### Housing Code

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

**Low Rise Housing Diversity Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

**Housing Alterations Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

**Commercial and Industrial Alterations Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

**Commercial and Industrial (New Buildings and Additions) Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

**Subdivisions Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

**Rural Housing Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

**Greenfield Housing Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

### **General Development Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

### **Demolition Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

### **Fire Safety Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

### **Container Recycling Facilities Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

## **5 Exempt development**

The extent to which the land is land on which exempt development may be carried out under each of the codes for exempt development because of the provisions of clauses 1.16(1)(b1)–(d) or 1.16A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

**Note:** If a lot is not specifically listed in this section then, Exempt development under this Code **MAY** be carried out on the lot.

## **6 Affected building notices and building product rectification orders**

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



No, Council **has not** been notified that an affected building notice is in force in respect of this land.

- (b) Whether there is 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.

A building rectification order **is not** in force in respect of this land.

- (c) Whether 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.

A notice of intention to make a building product rectification order **has not** been given in respect of this land.

- (2) In this section -

***Affected building notice*** has the same meaning as in Part 4 of the Building Products (Safety) Act 2017

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

## 7 Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Section 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

No

## 8 Road widening and road realignment

Whether the land is affected by any road widening or realignment under:

- (a) Division 2 of Part 3 of the *Roads Act 1993*.

No

- (b) any environmental planning instrument.

No

- (c) any resolution of the Council.

No, other road widening proposals may affect this land and if so, will be noted on the Section 10.7 Subsection (5) certificate.

**9 Flood related development controls information**

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

**NOTE:**

**Land in this area that is subject to flood related development controls relating to the PMF includes sensitive uses such as boarding houses, caravan parks, correctional centres, early education and care facilities, eco-tourist facilities, educational establishments, emergency services facilities, group homes, hazardous industries, hazardous storage establishments, hospitals, hostels, information and education facilities, police stations, respite day care centres, residential care facilities, seniors housing, sewerage systems, tourist and visitor accommodation and water supply systems.**

- (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.

**ADVICE:** Further information on the development restriction mentioned, may be obtained from Council's *Property Flooding Information Summary* Flood Report Web Tool, which provides information about the flood hazard for a specified property (lot) in Lake Macquarie City. [Flood Report Tool - Lake Macquarie City Council](#)

**10 Council and other public authority policies on hazard risk restrictions**

- (1) Whether or not the land is affected by a **POLICY** that restricts the development of the land because of the likelihood of:

- (a) land slip or subsidence

Yes

Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by Council's geotechnical areas map. The map is available for viewing at the Council. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.

- (b) bushfire

No

- (c) tidal inundation

No

- (d) acid sulfate soils

Yes

Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by the Acid Sulfate Soils Map. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.

- (e) contaminated or potentially contaminated land

Yes

Council has adopted a policy that may restrict the development of Contaminated or Potentially Contaminated land. This policy is implemented when zoning, development, or land use changes are proposed. Council does not hold sufficient information about previous use of the land to determine whether the land is contaminated. Consideration of Council's adopted Policy located in the applicable DCP noted in Clause 1(3) above, and the application of provisions under relevant State legislation is recommended.

- (f) aircraft noise

No

- (g) salinity

No

- (h) any other risk (other than flooding).

No

- (2) In this section —

**adopted policy** means a policy adopted —

- (a) by the council, or

- (b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

**NOTE:**

**The absence of a council policy restricting development of the land by reason of a particular natural hazard does not mean that the risk from that hazard is non-existent.**

## 11 Bush Fire Prone Land

**Note:** If a lot is not specifically listed in this section then, **NONE** of that lot is bush fire prone land.

## 12 Loose-fill asbestos insulation

If the land includes 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

No. Council **has not** been notified that a residential premises erected on this land has been identified in the NSW Fair Trading Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

## 13 Mine subsidence

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

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

**NOTE:** **The advice in section 13 above relates only to a Mine Subsidence District. Further information relating to underground mining which may occur outside Mine Subsidence Districts should be sought. Underground mining information can be found on the Subsidence Advisory NSW website.**

## 14 Paper subdivision information

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

Nil

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

Not Applicable

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

## 15 Property Vegetation Plans

The land IS NOT subject to a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force).

## 16 Biodiversity stewardship sites

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

**17 Biodiversity Certified Land**

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

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

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

The land IS NOT subject to an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

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

Whether the owner (or any previous owner) of the land has 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 (within the meaning of section 553B of that Act).

Nil

**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 the commencement of section 553B of the *Local Government Act 1993*.

**20 Conditions for seniors housing**

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, a statement setting out terms of a kind referred to in the Policy, clause 88(2) that have been imposed as a condition of development consent granted after 11 October 2007 in relation to the land.

Nil

**21 Site compatibility certificates and conditions for affordable rental housing**

- (1) Whether there is a current site compatibility certificate, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.

Council is not aware of any site capability certificate for any proposed development on the land.

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

Nil

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

Council is not aware of any conditions of a development consent referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

- (4) In this section—

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

**NOTE:** 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:

**Matters arising under the Contaminated Land Management Act 1997 (s59 (2))**

- (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

**ATTACHMENTS:**

Complimentary Certificate for Real Property Lot

**ATTACHMENT: Complimentary Certificate for Real Property Lot**

20 September 2023

INFOTRACK PTY LTD  
PO Box 4029  
SYDNEY NSW 2001

Our Ref:161973  
Your Ref: 61576:170969  
ABN 81 065 027 868

**PLANNING CERTIFICATE UNDER THE  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

Fee Paid: Nil

Receipt No:

Receipt Date:

**DESCRIPTION OF LAND**

**Address:** 28 Emily Street, MARKS POINT NSW 2280

**Lot Details:** Lot 1 DP 577697

**Parish:** Kahibah

**County:** Northumberland

For: MORVEN CAMERON  
GENERAL MANAGER





**ADVICE PROVIDED IN ACCORDANCE WITH SUBSECTION (2)**

**1 Names of Relevant Planning Instruments and Development Control Plans**

- (1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.

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Chapter 4 Koala habitat protection 2021

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Chapter 6 Bushland in urban areas

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -  
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State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

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State Environmental Planning Policy (Precincts-Eastern Harbour City) 2021 –  
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Chapter 3 Hazardous and offensive development

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Chapter 4 Remediation of land

State Environmental Planning Policy (Resources and Energy) 2021 –

Chapter 2 Mining, petroleum production and extractive industries

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 2 Infrastructure

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 3 Educational establishments and child care facilities

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

- (2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

Lake Macquarie Draft Development Control Plan 2014

- (3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if —
- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
  - (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.
- (4) In this section, proposed environmental planning instrument includes a planning proposal for a Local Environmental Plan or a Draft environmental planning instrument.

## **2 Zoning and land use under relevant Local Environmental Plans**

- (1) The following answers (a) to (f) relate to the instrument (see 1(1) above).

- (a) (i) The identity of the zone applying to the land.
- R3 Medium Density Residential
- under Lake Macquarie Local Environmental Plan 2014
- (ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.
- Exempt development as provided in Schedule 2; Home occupations

- (iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Hostels; Hotel or motel accommodation; Kiosks; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Registered clubs; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Sewage reticulation systems; Sewage treatment plants; Shop top housing; Tank-based aquaculture; Water recreation structures; Water recycling facilities; Water supply systems

- (iv) The purposes for which the Instrument provides that development is prohibited within the zone.

Any other development not specified in item (ii) or (iii)

**NOTE: The advice in sections (a) above relates only to restrictions that apply by virtue of the zones indicated. The Lake Macquarie LEP 2014 includes additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.**

- (b) Whether additional permitted uses apply to the land,

No

- (c) Whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

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

No

- (e) Whether the land is in a conservation area (however described).

No

- (f) Whether an item of environmental heritage (however described) is situated on the land.

**Local Environmental Plan 2014 Schedule 5 Part 1 Heritage Items**

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 1 Heritage items.

**Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas**

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas.

**Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites**

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites.

**Local Environmental Plan 2014 Schedule 5 Part 4 Landscape Items**

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 4 Landscape items.

**Local Environmental Plan 2004 Schedule 4 Part 1 Heritage Items**

There are no heritage items listed for this land within Local Environmental Plan 2004 Schedule 4 Part 1.

**Local Environmental Plan 2004 Part 11 Clause 150 Environmental Heritage**

There are no heritage items listed for this land within Local Environmental Plan 2004 Part 11 Clause 150 – South Wallarah Peninsula.

**Local Environmental Plan 2014 Heritage Map**

The land is not identified as a Village Precinct on the Heritage Map.

**NOTE:** An item of environmental heritage, namely Aboriginal heritage, listed within the Aboriginal Heritage Information Management System (AHIMS), may affect the land. Aboriginal objects are protected under the National Parks and Wildlife Act 1974. If Aboriginal objects are found during development, works are to stop and the Office of Environment and Heritage (OEH) contacted immediately. For further information and to access the AHIMS registrar, refer to <http://www.environment.nsw.gov.au>

(2) The following answers relate to the Draft Instrument (see 1(2) above).

(a) Nil

**NOTE:** The advice in section (a) above relates only to restrictions that apply by virtue of the zones indicated. The Draft instrument may include additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.

(b) Whether draft additional permitted uses apply to the land

No

(c) Whether any draft development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

(d) Whether the land is in a draft area of outstanding biodiversity value under *the Biodiversity Conservation Act 2016*,

No

- (e) Whether the land is in a draft conservation area (however described).  
No
- (f) Whether a draft item of environmental heritage (however described) is situated on the land.  
No

### 3 Contributions Plans

- (1) The name of each contributions plan applying to the land, including draft contributions plan,  
Lake Macquarie City Council Development Contributions Plan - Belmont Contributions Catchment - 2017  
The Lake Macquarie City Council Section 7.12 Contributions Plan – Citywide 2019
- (2) The name of the area, if the land is in a special contributions area under the Act,  
Nil

### 4 Complying development

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

#### Housing Code

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 1 DP 577697

Complying development under the Housing Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

**Note:** If the lot is only affected by the “heritage conservation area” exemption, then complying development under the Housing Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an Acid Sulfate Soil Class 1 or Class 2 area.

#### Low Rise Housing Diversity Code

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 1 DP 577697

Complying development under the Low Rise Housing Diversity Code **MAY NOT** be carried

out on part of the lot because the lot is partly affected by specific land exemptions.

**Note:** If the lot is only affected by the “heritage conservation area” exemption, then complying development under the Low Rise Housing Diversity Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an Acid Sulfate Soil Class 1 or Class 2 area.

### **Housing Alterations Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

### **Commercial and Industrial Alterations Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

### **Commercial and Industrial (New Buildings and Additions) Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 1 DP 577697

Complying development under the Commercial and Industrial (New Buildings and Additions) Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an Acid Sulfate Soil Class 1 or Class 2 area.

### **Subdivisions Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

### **Rural Housing Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 1 DP 577697

Complying development under the Rural Housing Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

**Note:** If the lot is only affected by the “heritage conservation area” exemption, then complying development under the Rural Housing Code **MAY** be carried out on the lot if the

development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an Acid Sulfate Soil Class 1 or Class 2 area.

### **Greenfield Housing Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 1 DP 577697

Complying development under the Greenfield Housing Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

**Note:** If the lot is only affected by the “heritage conservation area” exemption, then complying development under the Greenfield Housing Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an Acid Sulfate Soil Class 1 or Class 2 area.

### **General Development Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

### **Demolition Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

### **Fire Safety Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

### **Container Recycling Facilities Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

## **5 Exempt development**

The extent to which the land is land on which exempt development may be carried out under each of the codes for exempt development because of the provisions of clauses 1.16(1)(b1)–(d) or 1.16A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

**Note:** If a lot is not specifically listed in this section then, Exempt development under this

Code **MAY** be carried out on the lot.

**6 Affected building notices and building product rectification orders**

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

No, Council **has not** been notified that an affected building notice is in force in respect of this land.

- (b) Whether there is 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.

A building rectification order **is not** in force in respect of this land.

- (c) Whether 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.

A notice of intention to make a building product rectification order **has not** been given in respect of this land.

- (2) In this section -

***Affected building notice*** has the same meaning as in Part 4 of the Building Products (Safety) Act 2017

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

**7 Land reserved for acquisition**

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Section 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

No

**8 Road widening and road realignment**

Whether the land is affected by any road widening or realignment under:

- (a) Division 2 of Part 3 of the *Roads Act 1993*.

No

- (b) any environmental planning instrument.

No

- (c) any resolution of the Council.

No, other road widening proposals may affect this land and if so, will be noted on the Section 10.7 Subsection (5) certificate.



**9 Flood related development controls information**

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

**NOTE:** Land in this area that is subject to flood related development controls relating to the PMF includes sensitive uses such as boarding houses, caravan parks, correctional centres, early education and care facilities, eco-tourist facilities, educational establishments, emergency services facilities, group homes, hazardous industries, hazardous storage establishments, hospitals, hostels, information and education facilities, police stations, respite day care centres, residential care facilities, seniors housing, sewerage systems, tourist and visitor accommodation and water supply systems.

- (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.

**ADVICE:** Further information on the development restriction mentioned, may be obtained from Council's *Property Flooding Information Summary* Flood Report Web Tool, which provides information about the flood hazard for a specified property (lot) in Lake Macquarie City. [Flood Report Tool - Lake Macquarie City Council](#)

**10 Council and other public authority policies on hazard risk restrictions**

- (1) Whether or not the land is affected by a **POLICY** that restricts the development of the land because of the likelihood of:
- (a) land slip or subsidence  
Yes  
Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by Council's geotechnical areas map. The map is available for viewing at the Council. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.
- (b) bushfire  
No
- (c) tidal inundation  
No

- (d) acid sulfate soils

Yes

Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by the Acid Sulfate Soils Map. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.

- (e) contaminated or potentially contaminated land

Yes

Council has adopted a policy that may restrict the development of Contaminated or Potentially Contaminated land. This policy is implemented when zoning, development, or land use changes are proposed. Council does not hold sufficient information about previous use of the land to determine whether the land is contaminated. Consideration of Council's adopted Policy located in the applicable DCP noted in Clause 1(3) above, and the application of provisions under relevant State legislation is recommended.

- (f) aircraft noise

No

- (g) salinity

No

- (h) any other risk (other than flooding).

No

- (2) In this section —

**adopted policy** means a policy adopted —

- (a) by the council, or

- (b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

**NOTE:**

**The absence of a council policy restricting development of the land by reason of a particular natural hazard does not mean that the risk from that hazard is non-existent.**

## 11 Bush Fire Prone Land

**Note:** If a lot is not specifically listed in this section then, **NONE** of that lot is bush fire prone land.

**12 Loose-fill asbestos insulation**

If the land includes 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

No. Council **has not** been notified that a residential premises erected on this land has been identified in the NSW Fair Trading Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

**13 Mine subsidence**

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

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

**NOTE:** **The advice in section 13 above relates only to a Mine Subsidence District. Further information relating to underground mining which may occur outside Mine Subsidence Districts should be sought. Underground mining information can be found on the Subsidence Advisory NSW website.**

**14 Paper subdivision information**

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

Nil

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

Not Applicable

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

**15 Property Vegetation Plans**

The land IS NOT subject to a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force).

**16 Biodiversity stewardship sites**

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

**17 Biodiversity Certified Land**

This land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act

2016.

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

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

The land IS NOT subject to an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

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

Whether the owner (or any previous owner) of the land has 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 (within the meaning of section 553B of that Act).

Nil

**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 the commencement of section 553B of the *Local Government Act 1993*.

**20 Conditions for seniors housing**

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, a statement setting out terms of a kind referred to in the Policy, clause 88(2) that have been imposed as a condition of development consent granted after 11 October 2007 in relation to the land.

Nil

**21 Site compatibility certificates and conditions for affordable rental housing**

- (1) Whether there is a current site compatibility certificate, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.

Council is not aware of any site capability certificate for any proposed development on the land.

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

Nil

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

Council is not aware of any conditions of a development consent referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

(4) In this section—

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

**NOTE:** 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:

**Matters arising under the Contaminated Land Management Act 1997 (s59 (2))**

(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



# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SERVICE LOCATION PLAN

Enquiries: 1300 657 657

### APPLICANT'S DETAILS



InfoTrack

28 EMILY

MARKS POINT NSW

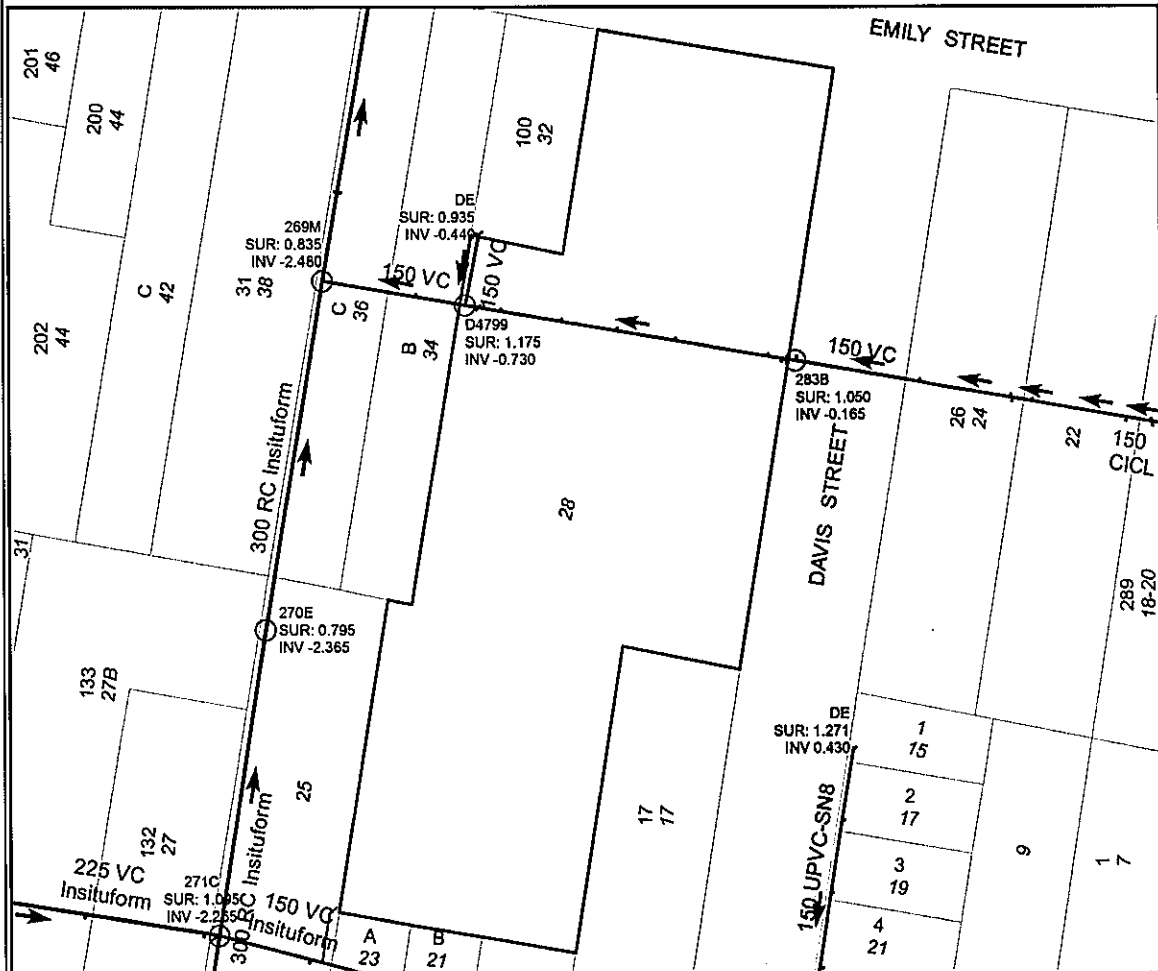
APPLICATION NO.: 2096133

APPLICANT REF: M 61576

RATEABLE PREMISE NO.: 4035600304

PROPERTY ADDRESS: 28 EMILY ST MARKS POINT 2280

LOT/SECTION/DP:SP: CP//SP 41555



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

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

#### IMPORTANT:

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

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

Date: 19/09/2023

Scale at A4: 1:1,000

CADASTRAL DATA © LPI OF NSW  
CONTOUR DATA © AAM/Hatch  
© Department of Planning

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



Revenue

Enquiry ID 4052083  
Agent ID 81429403  
Issue Date 30 Jan 2024  
Correspondence ID 1779108180  
Your reference 61576

INFOTRACK PTY LIMITED  
GPO Box 4029  
SYDNEY NSW 2001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022*.

This information is based on data held by Revenue NSW.

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Land ID	Land address	Taxable land value	Property Tax Status
S41555/4	Unit 4, 28 EMILY ST MARKS POINT 2280	\$104 615	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2024 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

---

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

**Note:** A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

### When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

### How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

### How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at [www.revenue.nsw.gov.au/taxes/land/clearance](http://www.revenue.nsw.gov.au/taxes/land/clearance).

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

### Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



Phone enquiries  
8:30 am - 5:00 pm, Mon. to Fri.

\* Overseas customers call +61 2 7808 6906  
Help in community languages is available.