

# Contract for the sale and purchase of land 2022 edition

**TERM**  
**vendor's agent**  
**MEANING OF TERM**  
 David Haggarty First National Real Estate  
 454 High Street MAITLAND, NSW 2320

**NSW DAN:**  
**phone:** 02 4933 5544  
**email:** jade@fnrem.com.au  
**ref:** Jade Tweedie

**co-agent**

**vendor**

**vendor's solicitor**  
 Hunter Legal & Conveyancing  
 Level 1, Suite 2 12 Elgin Street Maitland NSW 2320  
**phone:** 1300 224 828  
**email:** sue@hunterlegal.com.au  
**ref:** 250463

**date for completion** 28 days after the contract date (clause 15)  
**land (address, plan details and title reference)**  
 32 O'BRIEN ST CESSNOCK NSW 2325  
 LOT 13 SECTION 10 DEPOSITED PLAN 5465  
 Folio Identifier 13/10/5465

**improvements**  
 VACANT POSSESSION     subject to existing tenancies  
 HOUSE     garage     carport     home unit     carspace     storage space  
 none     other:

**attached copies**  
 documents in the List of Documents as marked or as numbered:  
 other documents:

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

**inclusions**  
 air conditioning     clothes line     fixed floor coverings     range hood  
 blinds     curtains     insect screens     solar panels  
 built-in wardrobes     dishwasher     light fittings     stove  
 ceiling fans     EV charger     pool equipment     TV antenna  
 other: garden shed

**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**

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

**Choices**

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

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

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:

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

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

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input 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 checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract <b>Other</b> <input type="checkbox"/> 60
<b>Home Building Act 1989</b> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <b>Swimming Pools Act 1992</b> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

32 O'BRIEN ST, SYDNEY NSW 2000

### **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 *-serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *-serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

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

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

**14 Adjustments**

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

**15 Date for completion**

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

**16 Completion****• Vendor**

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

**• Purchaser**

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

**17 Possession**

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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



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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

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

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

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

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

32 O'BRIEN ST CESSNOCK NSW 2325

## **Additional Clauses to Contract for the Sale of Land – 2022 Edition**

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### **1. Alterations to Printed Form**

The vendor and the purchaser agree that the clauses of the printed form of Contract are amended as follows:

- a) Clause 14.2.2 shall be deleted.
- b) Clause 18 is amended by adding the following clause 18.8: "The purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property."
- c) Clause 23.9.1 shall be deleted.
- d) Clause 23.13 is amended and replaced with 'The purchaser must obtain a copy of the information certificate, section 109 or section 184 certificate under the Strata Schemes Management Act 2015 in relation to the property at least 7 days before completion and serve it on the vendor via email.'
- e) Clause 23.14 shall be deleted.

### **2. Claims by the Purchaser**

Notwithstanding the provisions of Clauses 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 Clause 7 and 8 entitling the vendor to rescind this contract.

### **3. Reasonable Notice**

- 3.1. It is expressly agreed between the parties hereto that in circumstances justifying the issue of a Notice to Complete and/or Notice to Perform, pursuant to clause 15, fourteen (14) days shall be deemed to be reasonable and sufficient notice for that purpose, notwithstanding the provisions of clause 21.1.
- 3.2. It is further agreed between the parties that in circumstances justifying the issue of a Notice to Complete and/or Notice to Perform by the Vendor, then in addition to the balance of the price, the purchaser shall pay to the vendor the sum of Four Hundred Dollars (\$400.00) exclusive of GST, as agreed reasonable legal expense incurred by the Vendor as a result of having to issue such Notice.
- 3.3. The purchaser's obligation to pay the sum referred to in clause 3.2 hereof is an essential term of this contract and shall in no way effect, abrogate, limit or inhibit the Vendor's right to take action for recovery of damages that may be suffered by the Vendor as a result of the Purchaser's breach of contract.

### **4. Liquidated Damages**

- 4.1. In the event that the purchaser does not complete this contract on or before the completion date, and provided the Vendor is ready and willing to complete the contract, then the Purchaser shall from that date pay interest on the balance of the purchase price at the rate of 10% pa until completion.
- 4.2. The sum of \$330.00 on account of the additional legal fees incurred by the Vendor because of the delay;
- 4.3. The purchaser acknowledges that the payment of liquidated damages referred to herein is contemporaneous with the payment of the purchase price on settlement. It is agreed that the amount payable pursuant to this condition is a genuine pre-estimate of the Vendors' loss of interest for the purchase money and liability for rates and outgoings.

## **5. Adjustment of Rates**

Condition 14.2 of this agreement is hereby varied by the addition of the following sentence; "The amount and figures for water consumption furnished by the relevant water rating authority, even if estimated or provisional, shall be conclusive for the purposes of the apportionment and adjustment of water consumption."

## **6. Incapacity of Party**

If at any time prior to completion the Vendor or Purchaser (or any of them) dies or become mentally ill or being a company is wound up or go into liquidation, then either party may at any time thereafter rescind this agreement by notice in writing served on the other party and thereupon this Contract shall be at an end and the provisions of clause 19 hereof shall apply.

## **7. Condition of Property**

The purchaser acknowledges to the vendor that:

- 7.1 The purchaser relies upon his own inspection and enquiries in relation to the property and not upon any warranties or representations made by or on behalf of the vendor (except as are expressly set out in this contract).
- 7.2 The purchaser is satisfied as to the approved and capable use and condition of the property.
- 7.3 The Purchaser acknowledges that the property (including its appurtenances if any) is sold in its present condition and state of repair and that he has satisfied himself by his own inspection and inquiries as to the state of repair condition and nature of the property and of any of improvements included with it and that unless otherwise contained in this contract no warranty representation or undertaking on the part of the Vendor in relation to such property and improvements has been made and no requisition or claim shall be made by the Purchaser in respect of such matters. The Purchaser shall not call upon the Vendor to do any work whatsoever in relation to the said property or any of its improvements.
- 7.4 The Purchaser will not make any requisition, raise any objection or claim any compensation in respect of the relationship of the property to the boundaries and the position of the fencing, if any, on the boundaries of the said land.
- 7.5 The Vendor shall not be responsible for any mechanical breakdown after the making of this Contract in respect of any inclusions.

## **8. Deposit**

In the event:

- a) The Purchaser defaults in the observance of any obligations hereunder which is or the performance of which has become essential; and
- b) The Purchaser has paid a deposit of less than 10% of the purchase price; and
- c) The Vendor terminates this Agreement

Then the Vendor, as a consideration of accepting less than a 10% deposit, shall be entitled to recover from the Purchaser of the amount equal to 10% of the purchase price less the deposit paid as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any other remedies available to the vendor herein contained or implied notwithstanding any rule of Law or Equity to the contrary. This Clause shall not merge on termination of this Agreement.

## **9. Deposit Bond**

The parties agree that in the event the Purchaser requests to use a Deposit Bond, a Deposit Bond will be accepted provided the Deposit Bond:

- a) is underwritten by **QBE Insurance (Australia) Ltd**;
- b) is for an amount equal to the 10% deposit or the balance of the 10% deposit in accordance with the Contract;
- c) must be valid for the period of the Contract;
- d) contains the name of the Vendor to whom the guaranteed amount is to be paid on demand;
- e) contains the name of the Purchaser and makes reference to the Contract and the sale of the property.

There are several agents who are able to provide a Deposit Bond on behalf of QBE Insurance (Australia) Ltd, including **Deposit Assure Pty Ltd** ([www.depositassure.com.au](http://www.depositassure.com.au)).

## **10. Warranty as to Real Estate**

The Purchaser warrants that he has not been introduced to the property by any Real Estate or Commissioned Agent other than the Vendors Agents (if any) and the Purchaser shall indemnify and save harmless the Vendor against any claims suits actions or demands for commission (including any costs or expenses of defending or compromising same) made or brought by any Real Estate or Commissioned Agents other than the Vendors agent (if any) arising from any such introduction in breach of this warranty and this clause shall not merge on completion date hereof. The Vendor warrants that there is no sole agency agreement in effect with any agent other than the Vendors Agents (if any).

## **11. Release of Deposit**

The purchaser acknowledges that in the event the vendor wishes to enter into Contract for the purchase of another property the Vendor will require certain deposit moneys to enable exchange of Contracts to occur. The Purchaser hereby irrevocably authorizes the agent to release sufficient monies to enable the Vendor to exchange contracts for the purchase of such property as aforementioned provided such moneys so released are held in the trust account of a Licensed Real Estate Agent or Solicitor.

## **12. Requisitions on Title**

The Requisitions on Title attached to this contract are taken to have been served on both parties upon exchange of contracts.

## **13. Limited Title**

This condition is applicable if the title of the subject property is Torrens Title subject to a limitation pursuant to Section 28T(4) of the Real Property Act 1900, which relates to the boundaries of the land. The purchaser shall not make any requisition, objection or claim for compensation, nor have any right of rescission in respect of the limitation, nor shall the purchaser require the vendor to provide an abstract or prove prior old system title in relation thereto.



#### **14. Electronic Signatures**

- 14.1. This contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument
- 14.2. Execution by the parties of the contract by email or electronically via DocuSign (or equivalent encryption software) and transmission of the executed contract by either of those means shall constitute a valid and binding execution of this contract by such part or parties. For the purpose of the *Electronic Transaction Act 1999* (CTH) and *Electronic Transactions Act 2000* (NSW) each party consents to receiving and sending the contract electronically.
- 14.3. The purchaser acknowledges and agrees that an original 'ink' signed copy of the vendor's signed contract will not be provided.
- 14.4. The parties further agree that they shall not make any requisition, objection or claim (whether for compensation or not), nor claim any right to terminate or rescind this Contract or delay the completion of this Contract due to any matter disclosed in this Special Condition.

#### **15. Error in Adjustment of Outgoings**

Should any apportionment of outgoings required to be made under this contract, be overlooked or incorrectly calculated on completion, the vendor and the purchaser agree that, upon being so requested by the other party, that the correct calculation be made and paid to the party to whom it is payable by the party liable for the payment. This clause shall not merge on completion of this contract.

#### **16. Mine Subsidence**

The purchaser may rescind this agreement if the owner of the improvements on the land is not entitled, as at the date of this agreement, 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.

#### **17. Deposit by Instalments under Cooling Off Period**

Notwithstanding Clause 2 of this Contract, if a cooling off period applies to this contract, the purchaser may pay the deposit in two (2) instalments as follows:-

- 17.1 0.25% of the agreed purchase price to be paid on or before the date of this Contract; and
- 17.2 9.75% of the agreed purchase price to be paid at any time before 5pm on the fifth (5<sup>th</sup>) business day after the date on which this Contract was made.

#### **18. Sewer Diagram**

- 18.1. The Vendor discloses, and the purchaser specifically acknowledges that the diagram annexed to the Contract may only disclose the sewer main and, as at the date of this Contract, this is the only diagram available for the property.
- 18.2. The parties acknowledge and agree that where the property is within the area serviced by Hunter Water Corporation (HWC). HWC does not make Sewer Lines Location Diagrams available in the ordinary course of administration. The purchaser agrees that they shall not make any requisition, objection or claim (whether for compensation or not), nor claim any right to terminate or rescind this Contract, or delay the completion of this Contract due to the matter disclosed in this Special Condition.

18.3. The Purchaser accepts this diagram and shall make their own inquiries in relation to the services and the diagram. The Purchaser agrees to not call upon the Vendor to supply an updated diagram nor make any objection, requisition or claim, delay completion, rescind or terminate the Contract in respect of any matter disclosed in or arising from this clause.

#### **19. Swimming Pool**

19.1. The vendor does not warrant that any swimming pool (including any swimming pool fencing) on the property complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed under that Act or any other Act or Regulations relating to swimming pools all of which are referred to as the "Swimming Pool Legislation".

19.2. The purchaser shall not be entitled to make an objection, requisition or claim for compensation should it be established that the swimming pool and swimming pool fencing does not comply with the provisions of the Swimming Pool Legislation.

19.3. Clause 11.1 of the Contract is amended to the extent that it is the purchaser who shall comply with any Notice or Order made by the Local Council or other Statutory Authority relating to the swimming pool and swimming pool fencing whether or not such Notice was given or Order was made prior to or after the date hereof.

#### **20. Tenancy**

The purchaser acknowledges that if there is currently a tenant in the property and this Contract requires vacant possession of the property to be delivered to the purchaser, the vendor is required to give the tenant, in writing, 30 days' notice that the tenant is required to vacate the property ("the Notice"). The vendor agrees to cause the real estate agent to serve the Notice on the tenant. In the event the tenant does not vacate the property within the 30 day period specified in the Notice, the completion date is extended by a reasonable period of time to allow the vendor to deliver vacant possession of the property.

#### **21. Caveat or Mortgage**

The Purchaser shall not be entitled to require the Vendor prior to completion to register a Discharge of any Mortgage or Charge or Withdrawal of any Caveat affecting the subject land. If at the date of completion of this Contract there is noted on any Certificate of Title in respect of the property or any part thereof any Mortgage, Charge or Caveat, the Purchaser will accept a Discharge or Withdrawal thereof so far as the same relates to the property.

#### **22. Extension(s) to Cooling Off Period and/or Subject to finance clause.**

If a cooling-off period or subject to finance period applies to this Contract then on request for extension and each subsequent occasion that the purchaser requests an extension thereof and the request is granted by the vendor, the purchaser must on completion pay a further sum of \$220.00 inclusive of GST for the vendor's additional legal costs associated with dealing with the purchaser's request(s) for each extension granted. These fees are agreed by the parties to be a genuine and reasonable pre-estimate of the vendor's actual costs. The payment of this fee is an essential term of the completion of this Contract.

Should the Contract be rescinded then the above fees will fall payable immediately by the purchaser to the vendor's solicitor/conveyancer on demand in writing or the Notice of Rescission will be considered null and void and Contracts binding. This is an essential term of the Contract.

**23. Irrevocable Authority**

Should the deposit payable under this Contract be held in trust by our office on behalf of the purchaser then the parties agree that the deposit funds held are to be loaded to the PEXA workspace and disbursed to the vendor on settlement.  
No further authority is required from the purchaser for the abovementioned funds to be released on settlement.

**24. Release of Deposit for Settlement**

If the vendor (or any one of the vendors) requires the deposit or any part of it to complete a simultaneous purchase or to pay sale costs on the date for completion, the purchaser's representative agrees to authorise the deposit holder to transfer the deposit into the trust account of the vendor's representative for the vendors to use at completion.

**25. GST**

The purchaser warrants that the property will be used predominantly for residential accommodation. The purchaser will indemnify the vendor against any liability to pay GST arising from breach of this warranty. This right continues after completion.

**26. Settlement Figures**

The purchaser's representative must prepare and serve proposed settlement sheet with supporting certificates to the vendor's representative within five (5) business days prior to the settlement date. If the proposed settlement sheet is provided less than (5) business days prior to completion, the purchaser will allow the sum of \$200.00 plus GST to cover the vendor's representative's costs for late preparation of the Settlement Adjustment Sheet.

**27. Company Guarantee & Indemnity**

27.1 The provisions of this special condition 27 apply if the Purchaser is a corporation but does not apply to a corporation listed on the Australian Stock Exchange. This special condition 27 is an essential term of this Contract.

27.2 The word guarantor means each director of the Purchaser as at the date of this Contract.

27.3 If the guarantor has not signed where provided under this special condition 27, the Vendor may terminate this Contract by serving notice within fourteen (14) days after the date of this Contract.

27.4 Where the purchaser is a company, the officers or persons who sign this Contract on behalf of the company or who attests the Seal of the company on this Contract;

Jointly and separately guarantees all obligations of the purchaser under this Agreement including the payment of the purchase price and the performance of all the purchaser's obligations; and

Jointly and separately indemnifies the vendor in respect of any default of the purchaser under this Agreement.

27.5 This guarantee and indemnity is given by each guarantor as principal and is not discharged or released by any release or variation of this Agreement between the vendor and the purchaser.

27.6 The guarantor must pay to the Vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this special condition 27.

SIGNED IN MY PRESENCE BY  
THE GUARANTOR

.....  
**Signature of Guarantor**

who is known to me:

.....  
**Signature of Witness**

.....  
**Print Name of Witness**

.....  
**Address of Witness**

SIGNED IN MY PRESENCE BY  
THE GUARANTOR

.....  
**Signature of Guarantor**

who is known to me:

.....  
**Signature of Witness**

.....  
**Print Name of Witness**

.....  
**Address of Witness**

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

---

### 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. Please provide details of any bond together with the Rental Bond Board's reference number.  
(e) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*).
5. If the tenancy is subject to the *Residential Tenancies Act 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 all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All 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?

### Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?  
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
    - (a) To whom do the boundary fences belong?
18. Are there any party walls?
- (b) Are there any party walls?
  - (c) If the answer to Requisition (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

#### **Affectations**

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

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

**Capacity**

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

**Requisitions and transfer**

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.



FOLIO: 13/10/5465

SEARCH DATE	TIME	EDITION NO	DATE
27/2/2025	1:22 PM	6	4/1/2024

LAND

LOT 13 OF SECTION 10 IN DEPOSITED PLAN 5465  
 AT CESSNOCK  
 LOCAL GOVERNMENT AREA CESSNOCK  
 PARISH OF POKOLBIN COUNTY OF NORTHUMBERLAND  
 TITLE DIAGRAM DP5465

FIRST SCHEDULE

AS TENANTS IN COMMON IN EQUAL SHARES (AD AT714401)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A918669 LAND EXCLUDES MINERALS
- 3 D691306 COVENANT

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

250463...

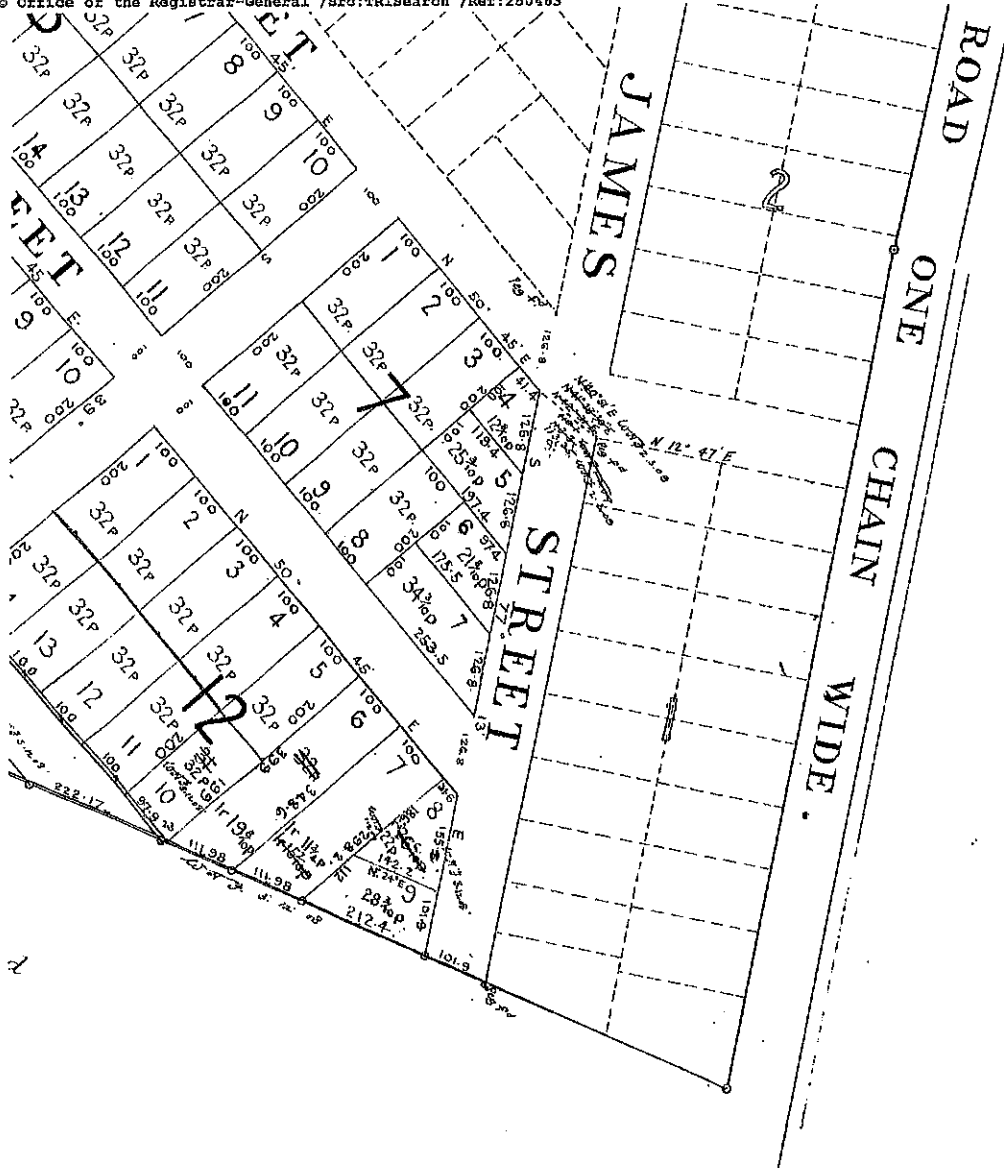
PRINTED ON 27/2/2025

\* 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.



DP 5465 (E)

The Caledonian Coal Company



CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT  
 DP 5465

LINKS	METRES
20	4.026
25.3	5.079
25.58	5.105
29.1	5.855
31.6	6.395
32.8	6.6
35.25	7.055
41.4	8.33
42.1	8.47
46.5	9.358
52.6	10.58
52.7	10.6
66	13.278
67.3	13.54
70.3	13.94
74.7	14.925
82.2	15.915
85.5	16.515
95	19.11
96.8	19.475
97.4	19.515
97.9	19.695
100	20.115
101.5	20.5
103.8	20.98
104.6	21.04
107	21.525
111.98	22.53
112	22.535
119.4	24.02
126.8	25.51
129.1	25.97
133.3	26.818
140	28.188
141.6	28.485
152.2	30.405
152.4	30.42
153.4	31.16
158	31.96
156.8	31.825
158.2	31.905
175.2	35.245
175.5	35.305
183.3	36.875
188.2	37.455
198.4	39.105
197.4	39.71
199	40.03
200	40.335
201.4	40.515
204.6	41.16
205.9	41.302
207.8	41.485
208.9	41.525
216.8	42.73
218.3	43.28
221.5	44.035
223.17	44.6
223	44.8
223.57	44.86
246.5	45.055
246.5	49.89
251.5	50.65
251.5	51.46
257.8	51.85
258.3	51.95
266.4	53.65
299.2	59.99
302.2	60.23
308.2	61.45
338.3	67.45

**NSW**  
**DP5465 (E)**

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT  
 DP 5465 CONTINUED

LINKS	METRES
348.6	70.15
352.6	70.93
356.6	71.74
356	79.46
407	81.88
1781.6	382.37
1885.8	378.96
2580.4	511

AC RD P	SQ M
1	32.9
1	32.6
1	32.8
1	32.5
1	32.3
1	32.1
1	31.9
1	31.7
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1	1.9
1	1.7
1	1.5
1	1.3
1	1.1
1	0.9
1	0.7
1	0.5
1	0.3
1	0.1

NO SCALE

↔ S-CRESSNOCK ↔

DP 5465 (E)

DP 5465 (E)

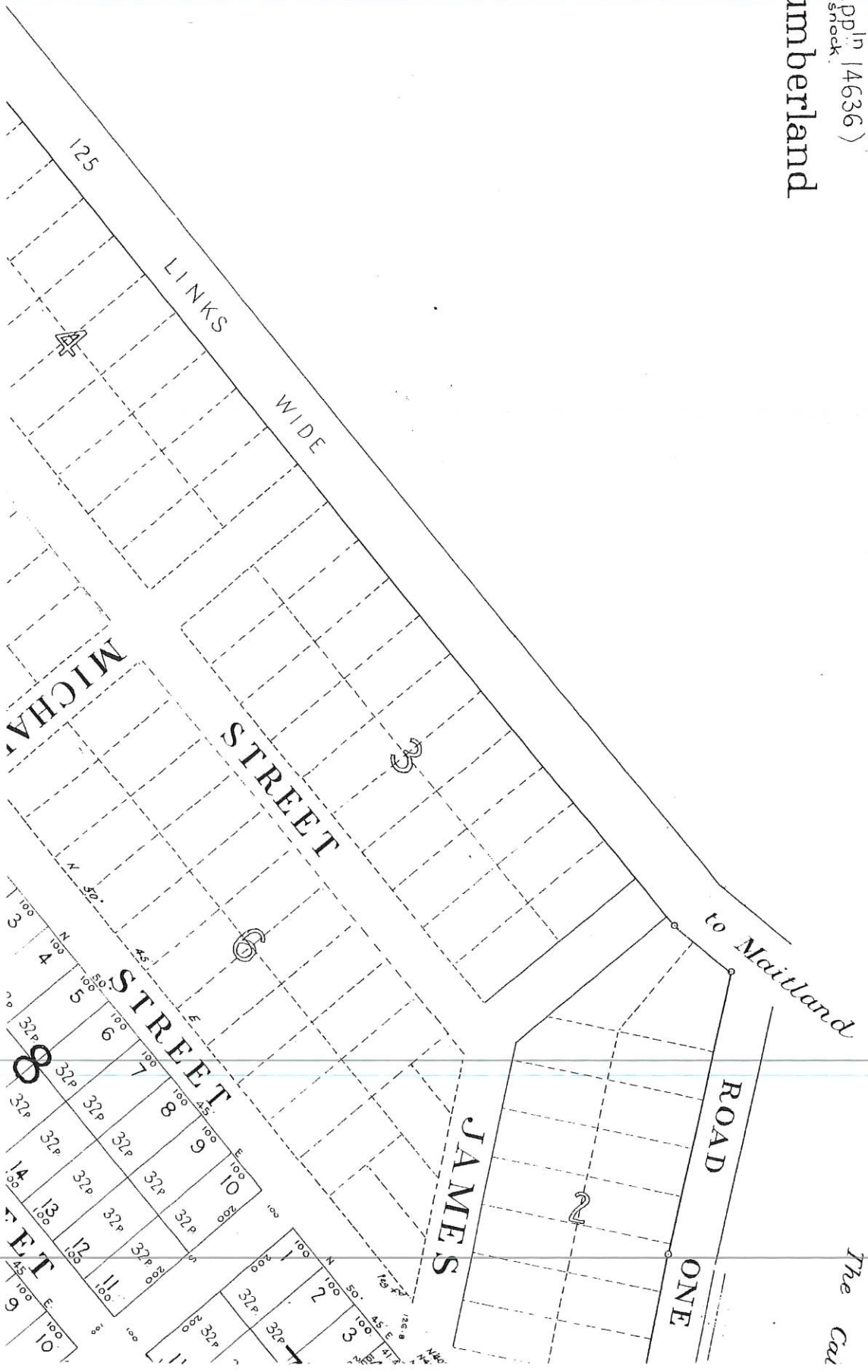
N

VISION

2ac(1<sup>st</sup>), 32p (Appln 14636)  
Shire of Cressnock

nty of Northumberland

to an Inch



23.9.8

23/9/02  
5/11/02

DP 5465 (E)

PLAN

OF SUBDIVISION

Parish of Pokolbin  
County of Northumberland

being part of lot 22, Cessnock Estate, part of portion 261 (3<sup>rd</sup>) Shire of Cessnock. 32 P. (Appln 14636)

Scale 2 Chains to an Inch

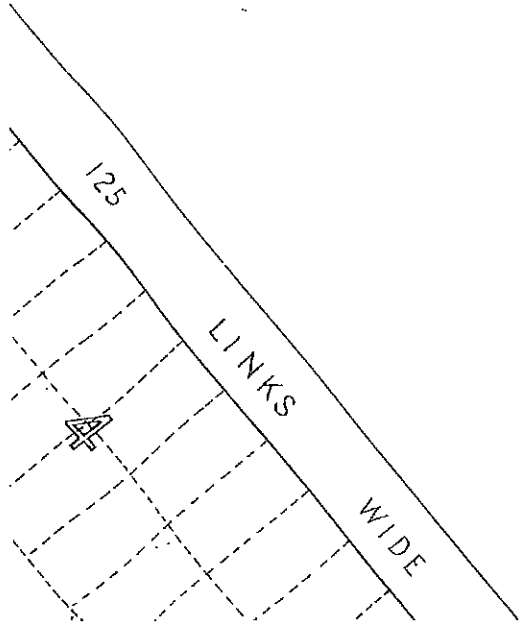
Magnetic Meridian

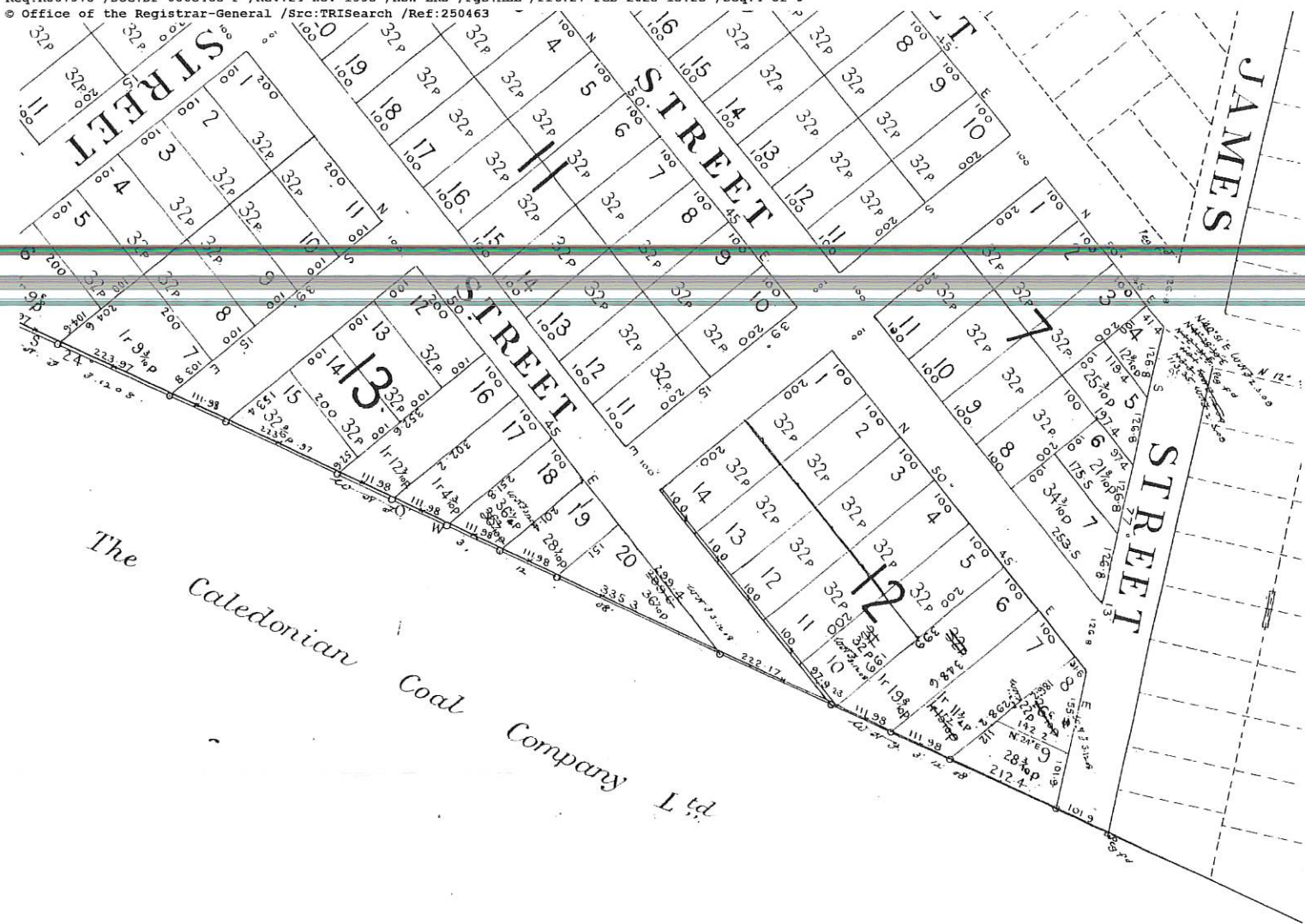
↔ S-CESSNOCK ↔

DP 54

- Notes -

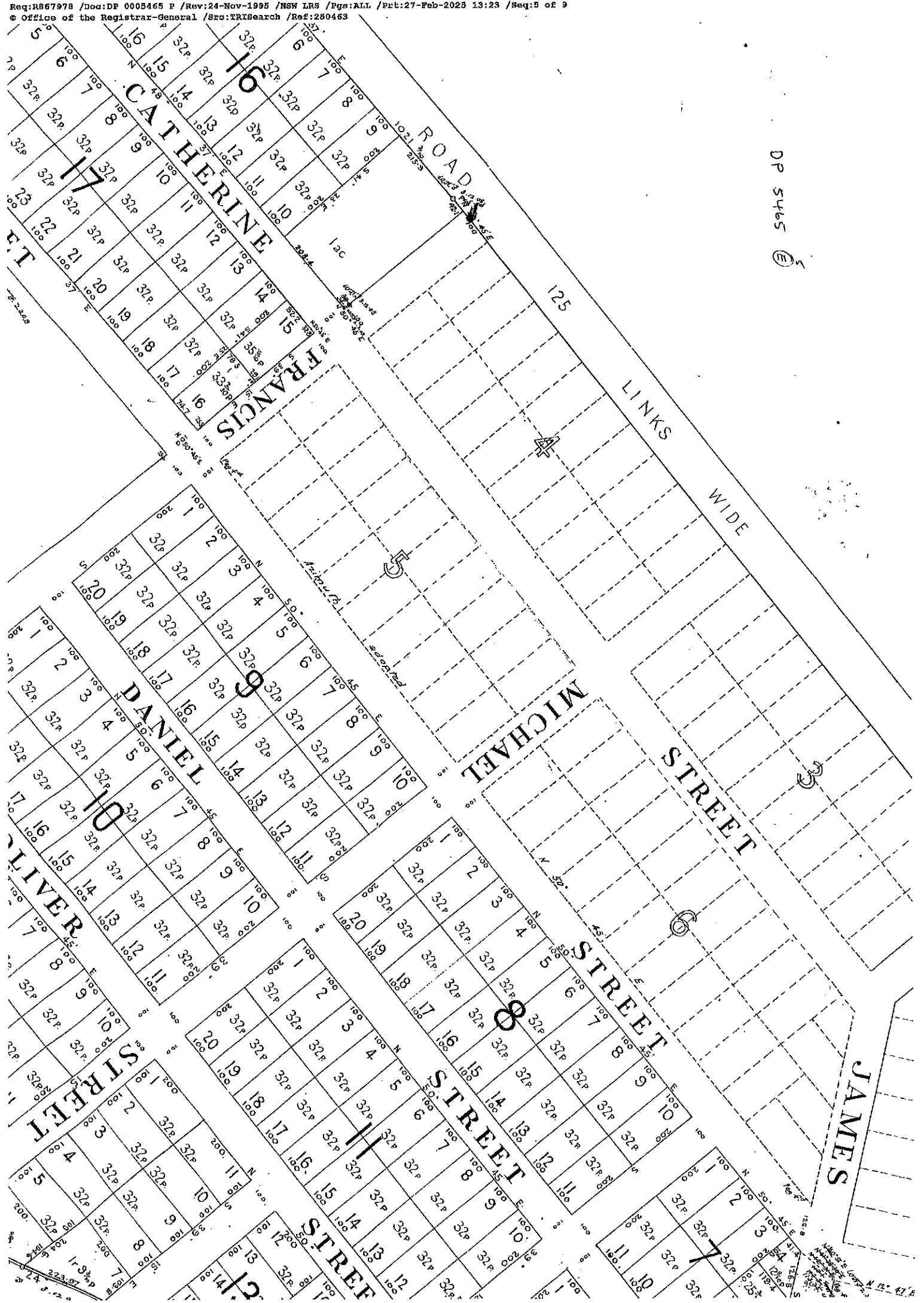
1 - Alteration made in red; Vide L.T. 97/733 with M.P.D.P. 5465.





The Caledonian Coal Company Ltd

DP 5465



DP 5465 (E)

JAMES STREET

125  
LINKS WIDE

DP 5465

(E)

- Notes -  
1 - Alteration made in red ; Wide LT 9/7/93 with M P DP 5465.

from Wollombi  
Lot 19



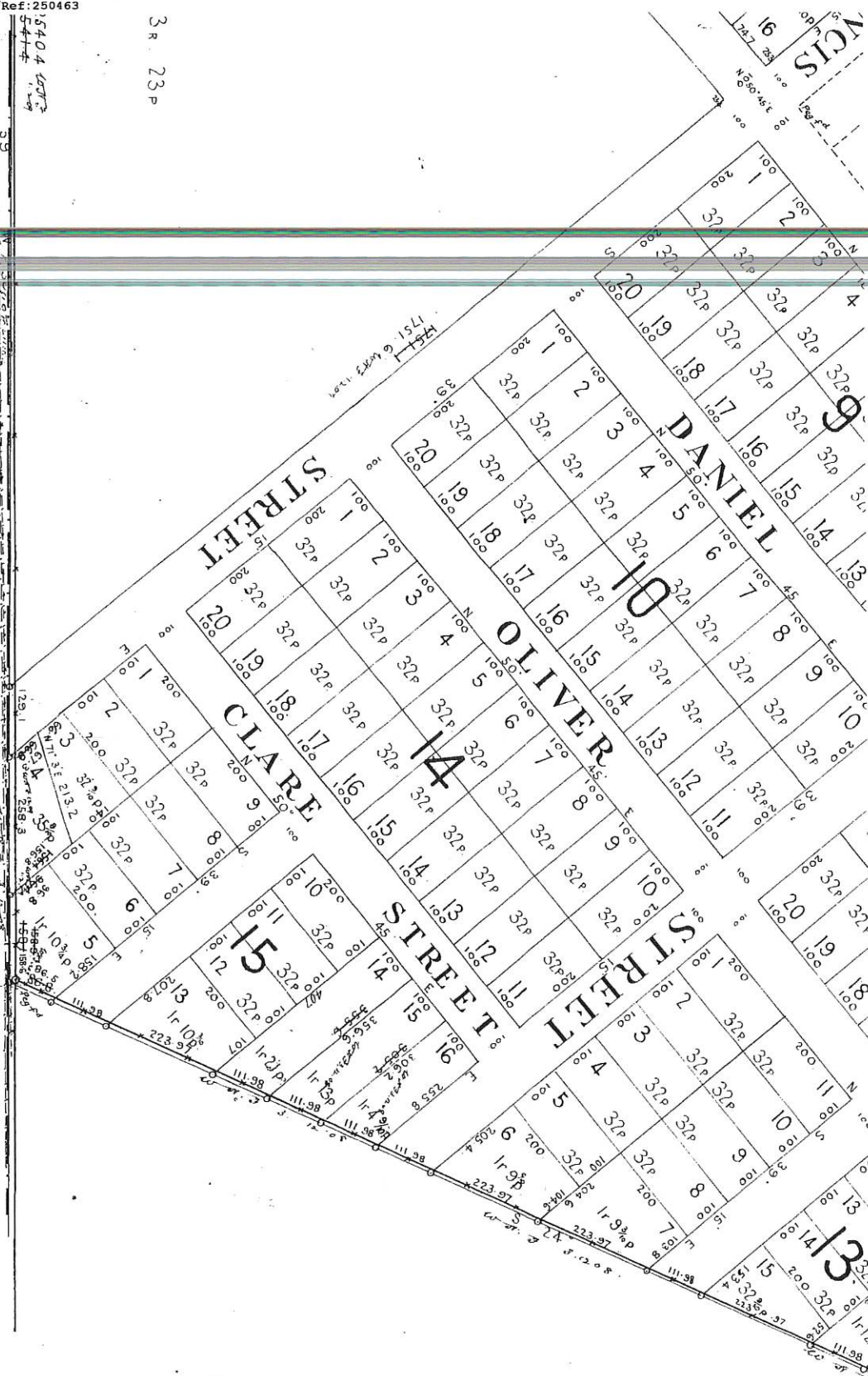


3 R 23 P

Smith of

DP 5465 (E)

Cessnock



The Caledonian

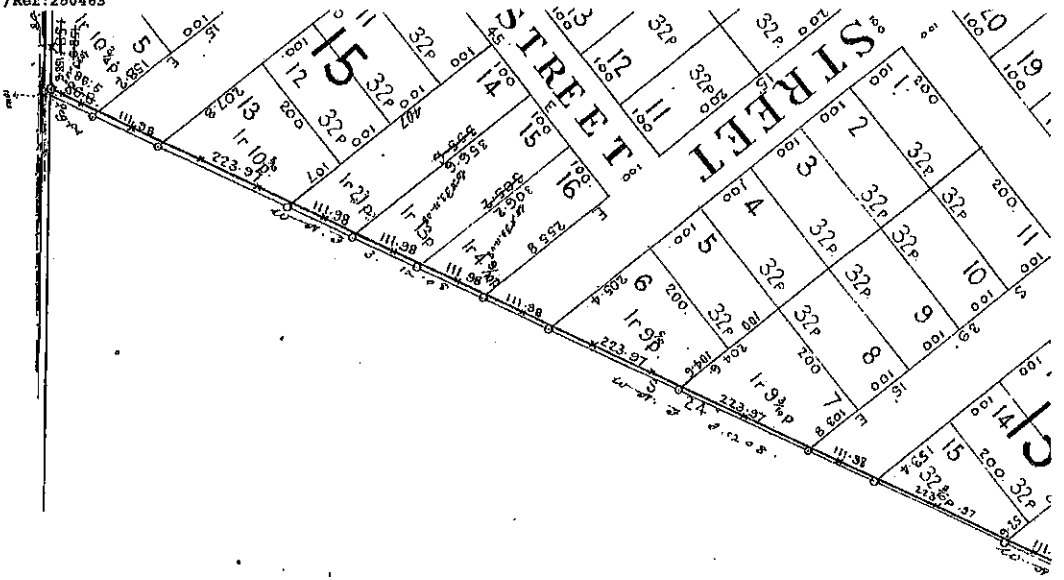
I William H  
The Real Rope  
measurements  
the said Plan &  
made by me, or  
consentuously  
Act 1900

Subscribed and a  
at West Maitland  
this 10<sup>th</sup> day of  
The

Shereel  
by the







The Caledonian

DP 5465 (2)

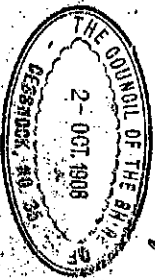
I William Henry Foster of West Maitland Licensed Surveyor specially licensed under the Real Property Act, do hereby solemnly and sincerely declare that the boundaries and measurements shown on this Plan are correct for the purposes of the said Act; and that the said Plan and the survey of the land to which the same relates have been prepared and made by me, or under my immediate supervision, and I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900

*W. H. Foster*  
Licensed Surveyor

Subscribed and declared before me  
at West Maitland  
this 10<sup>th</sup> day of September AD 1908  
*Frank L. Fox JP*

Date of survey August 1908

*Shereby certify that this Plan has been approved  
by the Council of the Shire of Learmonth.*



*W. H. Foster*  
SHIRE CLERK

DP 5465 (2)



MEMORANDUM OF TRANSFER  
(REAL PROPERTY ACT, 1900.)

We, JAMES FRANCIS O'BRIEN of West Maitland Gracer  
and Daniel Bowcock of Telarah Contractor

(Trusts must not be disclosed in the transfer.)

as <sup>joint tenants</sup> herein called transferrors being registered as the proprietors of an estate in fee simple in the land hereinafter described,

subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of FIFTY POUNDS (£ 50.0.0) (the receipt whereof is hereby acknowledged) paid to us by

RAYMOND MICHAEL BOWCOCK of Ashfield Carpenter

**A 918669**

(herein called transferee)

If to two or more, state whether as joint tenants or tenants in common. our 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	<del>Gessnock</del> <i>Poketton</i>	part of land comprised in Certificate of Title and being Lots 13 & 14 Section 9 Lots 8 & 13 Section 10 Deposited Plan 5465	3318	109

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 lot sec. D.P. of 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 89 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.

and the transferee covenants with the transferrors ENCUMBRANCES &c. REFERRED TO that the said Transferrors shall not be liable to contribute towards the cost of any dividing fence or fences or any portion thereof between the said land and any other land the property of the said Transferrors. That the coal and other minerals (if any) not included in the Reservation of the Crown within and under the <sup>above described</sup> said land ~~are reserved to the said Transferrors~~ together with all necessary and proper powers rights and easements (if any) affecting the same.

*A very short note will suffice.*

ENCUMBRANCES, &c., REFERRED TO:

Signed at West Maitland the First day of March 19 23

Signed in my presence by the transferror JAMES FRANCIS O'BRIEN

WHO IS PERSONALLY KNOWN TO ME *J. F. Barton*

Signed in my presence by the Transferror DANIEL BOWCOCK who is personally known to me

*J. F. Barton*

*James O'Brien* Transferror  
*Daniel Bowcock* Transferror

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME *J. F. Barton J.P.*

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act. *Raymond Michael Bowcock* Transferee.

\* 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 the 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 transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at this day of 1923  
 Signed in my presence by who is personally known to me.

Mortgagee.

A 918669

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.

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

Signed at the day of 1923  
 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- the attesting witness to this instrument, and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

i May be made before either 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.

MEMORANDUM OF TRANSFER of

Acres roods perches.  
 lots 13 & 14 sec 9 & lots 8 & 13 sec 10 DP 5465

Strae besnock  
 Municipality  
 Parish Wollaton County Northumberland  
 (Reg Cont Minerals etc)  
Raymond Marshall  
Bowcock Transferee.

LODGED BY  
  
 [Signature]

Particulars entered in Register Book, Vol. 3318 Fol. 109

DOCUMENTS LODGED HEREWITH.  
 To be filled in by person lodging dealing.

the 26 day of March 1923  
 at minutes 12 o'clock noon.

8 MAR 1923  
  
 Registrar General

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch	[Signature]	14/3/23
Received from Records	[Signature]	do do
Draft written	[Signature]	19/3/23
Draft examined	[Signature]	20/3/23
Diagram prepared	[Signature]	21/3/23
Diagram examined	[Signature]	21/3/23
Draft forwarded	[Signature]	26/3/23
Supt. of Engrossers	[Signature]	26/3/23
Cancellation Clerk	[Signature]	26/3/23
VOL. 3436 FOL. 170		
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 Titles of such Part, 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 Charge 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.

REG. SLIP



R.P. 13.



FEES:-  
 Lodgment ...  
 Endorsement ...  
 Certificate ...

MEMORANDUM OF TRANSFER

B2747X

PROPERTY ACT, 1900.

B2747X

D691306

I, **RAYMOND MICHAEL BOWCOCK** of Ashfield Freeholder

(herein called transferrer)

less estate, strike out "in simple" and interline the word "joint tenants" in the margin.

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 FIVE POUNDS**

(£ 25-00) (the receipt whereof is hereby acknowledged) paid to me by

**GEORGE STANNERS WALLACE** of Cessnock Bootmaker

(herein called transferee)

to two or more, state either as joint tenants or tenants in common.  
 all the references cannot conveniently be inserted, a plan of annexure (obtainable from the Registrar-General) may be added. The annexure must be signed by the parties and their signatures witnessed.  
 part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being section D.P. ..." or "being the land shown in a plan annexed hereto," or "being the residue of the land in certificate (or grant) of interest Vol. ... Fol. ... here the consent of the local council is required to subdivision the certificate of plan mentioned in the L.G. Act, 1919, should accompany the transfer.  
 strike out if unnecessary. The transferee should comply with Section 88 of the Conveyancing Acts, 1919-1945. It is also to be set forth in the right-of-way or easement exception.  
 any provision in addition to the modification of the covenants implied by the Act may also be inserted.  
 the space provided is sufficient a form of annexure should be used.  
 very short note will suffice.

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

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
Northumberland	Pokolbin	part	3674	174	Lot 13 Section 10 on D.P. 5465

And the transferee covenants with the transferrer to the following effect:  
 The Purchaser for himself and his assigns hereby for the benefit of any adjoining lands owned by the Transferrer but only during the ownership thereof by the Vendor his executors administrators and assigns other than Purchases on sale covenants with the Vendor his executors administrators and assigns that no fence shall be erected on the land hereby conveyed or transferred to divide it from such adjoining land without the consent of the Vendor his executors administrators or assigns but such consent shall not be withheld if such fence is erected without expense to the Vendor his executors administrators or assigns and in favour of any person dealing with the Purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. And this restriction may be released, varied or modified by the owner or owners for the time being of such adjoining land.

ENCUMBRANCES, &c., REFERRED TO.

Reservations of all mines of gold and of silver.  
 Reservations contained in Transfer No. 918689

Signed at Ashfield  
 "Signed in my presence by the transferrer

the Twenty-first day of May 1947.

WHO IS PERSONALLY KNOWN TO ME  
Clive Torrance, J.P.

R M Bowcock  
 Transferrer \*

"Signed Justice of the Peace

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

G S Wallace  
 Transferee.

J Marshall  
Justice of the Peace

\* 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.

583

No. D691306 LODGED BY \_\_\_\_\_

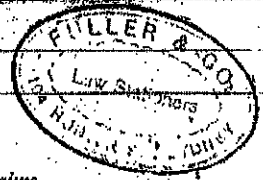
**CONSENT OF MORTGAGEE.**

mortgage under Mortgage No. \_\_\_\_\_

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Signed in my presence by \_\_\_\_\_ who is personally known to me. Mortgagee.



**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.

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Signed in the presence of \_\_\_\_\_

**FORM OF DECLARATION BY ATTESTING WITNESS.**

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

**MEMORANDUM OF TRANSFER of**

\_\_\_\_\_ Acres \_\_\_\_\_ Rods \_\_\_\_\_ Perches

13 10 10 5465

Whitby

Municipality Whitby

Parish St. James

George Thomas Walker Transferee.

**DOCUMENTS LODGED HEREWITH.**

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Prop., M <sup>r</sup> Gov., etc.
Declaration	1	
Contract	1	

Particulars entered in Register Book, Vol. 374 Fol. 174

the 31<sup>st</sup> day of July 1957.

at \_\_\_\_\_ minutes \_\_\_\_\_ o'clock in the \_\_\_\_\_ noon

J. W. Pell  
Registrar-General

**PROGRESS RECORD.**

	Initials.	Date.
Sent to Survey Branch...		
Received from Records...		
Draft written ...		
Draft examined...		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossors		
Cancellation Clerk		
Vol. <u>5725</u> Fol. <u>50</u>		
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 Titles at such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioners for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for 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.

Attention is specially directed to the provisions relating to the attestation of instruments executed by members of the Forces.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the transfer, and 1/ for every new Certificate of Title issued upon a Transfer on sale for a consideration of not more than £1,000, and 1/ 5s. for a new Certificate of Title in every other case. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Transfers in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

T. H. TARRANT, GOVERNMENT PRINTER. 56 487

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

I, RAYMOND MICHAEL BOWCOCK of Ashfield in the state  
of New South Wales Free Holder do hereby solemnly  
and sincerely declare as follows: -

1. I am the Registered proprietor of the whole of  
the land in Certificate of Title volume 3674 folio  
174.
2. Under Contract of Sale dated 24th March 1947  
I agreed to sell to George Stanners Wallace Lot 13  
covered by the said Certificate of Title.
3. The reference to the Certificate of Title in  
the said Contract of sale namely volume 3674 folio  
172 is incorrect as the folio should read 174.

AND I MAKE this solemn declaration conscientiously  
believing the same to be true and by virtue of the  
provisions of the Oaths Act 1900.

DECLARED at *Cashfield*  
the *2<sup>nd</sup>* day of  
*May* 1947

*R M Bowcock*

Before me: -

*Alfred J. L.*

A Justice of the Peace.





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

Bree Perkins  
Suite 2, Level 1, 12 Elgin Street  
Maitland 2320

Applicants Reference  
250463

**CERTIFICATE DETAILS**

Certificate Number: 516  
Date of Certificate: 28/02/2025

**PROPERTY DETAILS**

Address: 32 O'Brien Street CESSNOCK NSW 2325  
Title: LOT: 13 SEC: 10 DP: 5465  
Parcel No: 1881

**BACKGROUND INFORMATION**

This certificate provides information on how the relevant parcel of land may be developed, including the planning restrictions that apply to development of the land, as at the date the certificate is issued. The certificate contains information Council is aware of through its records and environmental plans, along with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the *Environmental Planning and Assessment Act, 1979*.

t 02 4993 4100 f. 02 4993 2500  
p: PO Box 152 Cessnock NSW 2325  
e: council@cessnock.nsw.gov.au w: www.cessnock.nsw.gov.au  
ABN 60 919 148 928

**1. Names of relevant planning instruments and development control plans**

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

**State Environmental Planning Policies**

State Environmental Planning Policy No 65 \_ Design Quality of Residential Apartment Development

State Environmental Planning Policy (Sustainable Buildings) 2022\_ relevant to zones \_ RU4, RU5, RE1, RE2, E1, E2, E3, E4, MU1, C4, SP1, SP2 & SP3

Chapter 2 \_ Standards for residential development \_ BASIX

Chapter 3\_ Standards for Non-residential development

Chapter 4\_ Miscellaneous

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 3 \_ Hazardous and offensive development

Chapter 4 \_ Remediation of land

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 2 \_ Infrastructure

Chapter 3 \_ Educational establishments and child care facilities

State Environmental Planning Policy (Resources and Energy) 2021

Chapter 2 \_ Mining, petroleum production and extractive industries

State Environmental Planning Policy (Primary Production) 2021

Chapter 2 \_ Primary production and rural development

State Environmental Planning Policy (Planning Systems) 2021

Chapter 2 \_ State and regional development

Chapter 4 \_ Concurrences and consents

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapter 4 \_ Koala habitat protection 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Precincts \_ Regional) 2021

Chapter 2 \_ State significant precincts

*The chapters listed above are those that are applicable to the whole LGA. Please note that other chapters of the state environmental planning policies may apply to particular parcels of land in the LGA.*

**Local Environmental Plans**

[Cessnock Local Environmental Plan 2011](#)





# PLANNING CERTIFICATE

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## Development Control Plans

[Cessnock Development Control Plan 2010](#)

**Note:** Detailed information on the local environmental plans and State Environmental Planning Policies that are listed in this certificate are available at NSW Legislation – in force website.

- (2) The name of each proposed environmental planning instruments and draft development control plan, which is or has been subject to community consultation or public exhibition under the Environmental Planning and Assessment Act 1979, that will apply to the carrying out of development on the land and:
- (3) Council has been notified that the following Draft State Environmental Planning Policy was placed on public exhibition and may affect land use planning and development in Cessnock:

## Draft State Environmental Planning Policies

DRAFT SEPP \_ New Sustainable Buildings Incorporating BASIX (in force from 1 October 2023)

DRAFT SEPP \_ BASIX Higher Standards – Exhibition 17 November 2021 to 28 February 2022

DRAFT SEPP \_ Infrastructure and Education (Amendments) – Exhibition 15 December 2021 to 11 February 2022

DRAFT SEPP \_ Infrastructure (amendments)

Amendment \_ Changes to Landscape Rehydration Infrastructure Planning Rules – Exhibition 20 December 2021 to 28 February 2022

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

DRAFT SEPP \_ Housing EIE Amendments \_ Exhibition 22 November 2022 to 19 December 2022

DRAFT SEPP \_ The Design and Place \_ Exhibition 10 December 2021 to 27 February 2022

## Draft Planning Proposal for Local Environmental Plan

DRAFT Planning Proposal \_ 18-2020-3-1\_ Proposal to implement the changes to the Special Purposes(SP)zones \_ Public Exhibition \_ 02-02-2023 \_ 02-03-2023.

DRAFT Planning Proposal \_ 18-2022-2-1\_ Proposal to implement the changes to the Comprehensive Rural Zones review. Public Exhibition \_ 14-09-2022 \_ 2-10-2022

DRAFT Planning Proposal \_ Comprehensive LEP Review \_ Environment Zones \_ Land Use Table \_ 18-2023-5-1 \_ Public exhibition \_ 31-08-2022 \_ 26-10-2022 \_ PP2021-7357

Draft Planning Proposal \_ Cessnock City Council Various Administrative Amendments 2021 \_ Public exhibition 30-11-2022 - 18-01-2022

DRAFT Planning Proposal \_ Environmental Lands \_ 18 2021 6 1 \_ Public exhibition \_ 31-08-2022 \_ 26-10-2022

DRAFT Planning Proposal \_ Comprehensive LEP Review \_ Amending Rural Zone Land Uses, Local Objectives and Mapping Anomalies \_ 18-2022-2-1 \_ Public exhibition \_ 14-9-2022 \_ 26-10-2022

## Draft Development Control Plan

# PLANNING CERTIFICATE

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

**ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021**

Draft DCP \_ Parking and Access Subdivision Chapter \_ Public Exhibition \_ 26/04/2024 \_ 24/05/2024

Draft DCP \_ E20 Regrowth Kurri Kurri \_ Adopted by Council \_ Public Exhibition \_ 01/05/2024 \_ 29/05/2024

DRAFT DCP Chapter \_ Access and Parking Review \_ 57 2023 2 1 \_ Public Exhibition \_ 26/4/2024 \_ 24/5/2024

DRAFT DCP Chapter \_ D1 Subdivision Guidelines \_ Public Exhibition \_ 26/4/2024 \_ 24/5/2024

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

Draft DCP \_ Administrative and Legislative Context (replacing Part A Introduction) and E1 Centres (replacing E16 Commercial Precinct and E19 Branxton Town Centre relating to developments in E1 Local Centre, E2 Commercial Centre and MU1 Mixed Use zones) \_ 57/2020/2/1 \_ Public Exhibition \_ 13/09/2023 \_ 12/10/2023

(4) **In this section –**

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

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

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

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

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

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

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

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

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

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



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**ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described –

- (a) the identity of the zone, whether by reference to –
- (i) a name, such as “Residential Zone” or “Heritage Area”, or
  - (ii) a number, such as “Zone No 2 (a)”,

R3 Medium Density Residential under the Cessnock Local Environmental Plan 2011

- (b) the purposes for which development in the zone –
- (i) may be carried out without development consent, and
  - (ii) may not be carried out except with development consent, and
  - (iii) is prohibited,

R3 Medium Density Residential

1 Permitted without consent

Home occupations

2 Permitted with consent

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

3 Prohibited

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

- (c) whether additional permitted uses apply to the land,

No



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- (d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,  
No
- (e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:  
The land is not land that includes or comprises biodiversity conservation under the Biodiversity Conservation Act 2016.
- (f) whether the land is in a conservation area, however described,  
The land is not a conservation area under the Cessnock Local Environmental Plan 2011.
- (g) whether an item of environmental heritage, however described, is located on the land.  
An item of environmental heritage identified in Cessnock Local Environmental Plan 2011 is not situated on the land.

### 3. Contributions plans

- (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.  
Cessnock Section 7.12 Levy Contributions Plan 2017.  
Cessnock City Wide Local Infrastructure Contributions Plan 2020.  
Housing and Productivity Contributions
- (2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.  
No

### 4. Complying development

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

The following Complying Development Codes may allow complying development to be carried out on land in the following land uses zones

- Complying Development under (Part 4) **Housing Alterations Code** may be carried out on land within any zone.
- Complying Development under (Part 4A) **General Development Code** may be carried out on land within any zone.
- Complying Development under (Part 5) **Industrial and Business Alterations Code** may be carried out on land within any zone.
- Complying Development under the (Part 6) **Subdivisions Code** may be carried out on land within any zone.
- Complying Development under the (Part 7) **Demolition Code** may be carried out on land within any zone.



# PLANNING CERTIFICATE

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- Complying Development under the (Part 8) **Fire Safety Code** may be carried out on land within any zone.
- (2) Complying development may not be carried out on the land under each of the following codes for complying development, to the extent and for the reasons stated under clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

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



# PLANNING CERTIFICATE

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<b>Code</b>	under the Industrial and Business Buildings Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
<b>Container Recycling Facilities Code</b>	Complying Development may not be carried out under the Container Recycling Facilities Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
<b>Subdivisions Code</b>	Complying Development may be carried out on the land under the Subdivision Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
<b>Demolition Code</b>	Complying Development may be carried out on the land under the Demolition Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
<b>Fire Safety Code</b>	Complying Development may be carried out on the land under the Fire Safety Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
<b>Agritourism and Farm Stay Accommodation Code</b>	Complying Development may not be carried out on the land under the Agritourism and Farm Stay Accommodation Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.

## 5. Exempt Development

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1) (b1) -(d) or 1.16A.
- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

<b>Biodiversity Conservation Act 2016 and Fisheries Management Act 1994</b>	Exempt Development may not be carried out on land that is a declared area of outstanding biodiversity value under the Biodiversity Conservation Act 2016 or declared critical habitat under Part 7A of the Fisheries Management Act 1994
<b>Wilderness Act 1987</b>	Exempt Development may not be carried out on land that is, or is part of, a wilderness area (within the

# PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)  
**ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**

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

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

- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that-
- (a) a restriction applies to the land, but it may not apply to all of the land, and
  - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

**Note:** Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environmental Planning Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.
- There are no variations to the exempt development codes within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 that apply in the Cessnock local government area.

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

- (1) Whether the Council is aware that –
- (a) an affected building notice is in force in relation to the land, or
  - (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or
  - (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.
- (2) In this section –
- affected building notice** has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4.





# PLANNING CERTIFICATE

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

**building Product Rectification Order** has the same meaning as in the *Building Products (Safety) Act 2017*.

There is not an affected building notice, as defined by the Building Product (Safety) Act 2017, in force in respect to the land.

There is not an outstanding building product rectification order, as defined by the Building Products (Safety) Act 2017, in force in respect to the land.

A notice of intent to make a building product rectification order, as defined by the Building Products(Safety) Act 2017, has not been served in respect to the land.

## 7. Land reserved for acquisition

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

No

## 8. Road widening and road realignment

Whether the land is affected by road widening or road realignment under –

- (a) the *Roads Act 1993*, Part 3, Division 2, or
- (b) an environmental planning instrument, or
- (c) a resolution of the council.

The land is not affected by a road widening or road realignment proposal under:

- (a) Division 2 of Part 3 of the *Roads Act 1993*, or
- (b) any environmental planning instrument, or
- (c) any resolution of the council.

## 9. Flood related development controls

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

Yes

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

Yes

- (3) In this section –

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

**Flood Risk Management Manual** means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.



# PLANNING CERTIFICATE

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

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

Details relating to flood risk and flood planning levels are provided on a flood certificate and flood data application form. See Cessnock City Council's website [Flood Certificate and Flood Data Application Form](#)

**Note: Flood Studies**

- Cessnock Citywide Flood Study
- Branxton Flood Level Review WMA Water Final Report
- Floodplain Risk Management Study and Plan Report Cessnock City (Black Creek)
- Hunter River Branxton to Green Rocks Flood Study Final Report
- Wallis and Swamp Creek Flood Study Final Report Volume 1
- Wallis and Swamp Creek Flood Study Final Report Volume 2
- Wollombi Floodplain Risk Management Study & Plan
- Greta Flood Study
- Swamp/Fishery Creek Floodplain Risk Management Study - Final Report

## 10. Council and other public authority policies on hazard risk restrictions

- (1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of:

**Landslip**  
No

**Bushfire**  
No

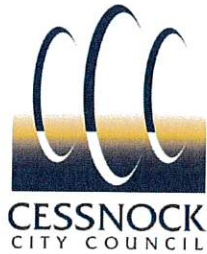
**Tidal Inundation**  
No

**Subsidence**  
No

**Acid Sulphate Soils**  
No

**Contamination**  
Cessnock City Council \_ Contaminated Land Policy \_ Land Use Planning

**Note:** Council has adopted a policy for managing contaminated land. This may restrict development of identified contaminated or potentially contaminated land and is implemented when zoning, development or land use changes are proposed. Consideration of Council's adopted policy and section C5 of the Cessnock Development Control Plan along with the provisions of State Environmental Planning Policy (Resilience and Hazards) 2021 is required when changes or development is proposed.



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

**Aircraft Noise**  
No

**Salinity**  
No

**Coastal Hazards**  
No

**Sea Level Rise**  
No

**Any Other Risk (other than flooding)**  
Cessnock City Council \_ Climate Change Policy \_ Land Use Planning

In this section – **adopted policy** means a policy adopted –

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

**11. Bush fire prone land**

- (1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.
- (2) If none of the land is bush fire prone land, a statement to that effect.

None of the land is bushfire prone land as defined in the Environmental Planning & Assessment Act 1979.

**12. Loose-fill asbestos insulation**

If the land includes residential premises, within the meaning of the *Home Building Act 1989* (Part 8, Division 1A), that are listed on the Register kept under that Division, a statement to that effect.

No

**13. Mine subsidence**

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

No

# PLANNING CERTIFICATE

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

**ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021**

## 14. Paper subdivision information

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

There is no development plan adopted by a relevant authority that applies to the land of that is proposed to be subject to a consent ballot.

- (2) The date of a subdivision order that applies to the land.
- There is no subdivision order that applies to the land

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

## 15. Property vegetation plans

The land is not land to which a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies, only insofar as the Council has been notified of the existence of the plan by the person or body that approved the plan under the Act.

## 16. Biodiversity stewardship sites

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, but only insofar as the Council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

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

## 17. Biodiversity certified land

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

**Note.** Biodiversity certified land includes land certified under the *Threatened Species Conservation Act 1995*, Part 7AA that is taken to be certified under the *Biodiversity Conservation Act 2016*, Part 8.

## 18. Orders under Trees (Disputes Between Neighbours) Act 2006

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

No

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

- (1) If the *Coastal Management Act 2016* applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the



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**ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021**

*Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.

No, the land is not subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services.

(2) In this section –

**existing coastal protection works** has the same meaning as in the *Local Government Act 1993*, section 553B.

**Note** – Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

## 20. Western Sydney Aerotropolis

The *State Environmental Planning Policy (Precincts—Western Parkland City) 2021* does not apply to land within the Cessnock local government area.

## 21. Development consent conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

No

## 22. Site compatibility certificates and development consent conditions for affordable rental housing

(1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate –

- (a) the period for which the certificate is current, and
- (b) that a copy may be obtained from the Department.

There is not a valid current or former site compatibility verification certificate for affordable rental housing on the land.

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

No, Council is not aware of a condition of a development consent in relation to the land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, Clause 17(1) or 38(1).

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

# PLANNING CERTIFICATE

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ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979  
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In this section, former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

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

No

- (4) In this section –

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

### 23. Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the [Water Industry Competition Act 2006](#), a statement to that effect.

**Note:** A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the [Water Industry Competition Act 2006](#), a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the [Water Industry Competition Act 2006](#) is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the [Water Industry Competition Act 2006](#) become the responsibility of the purchaser.

No

For further information, please contact Council's Assistant Strategic Planner on 02 4993 4100.



Peter Chrystal  
Director Planning and Environment



# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



HUNTER LEGAL & CONVEYANCING

32 O'BRIEN

CESSNOCK

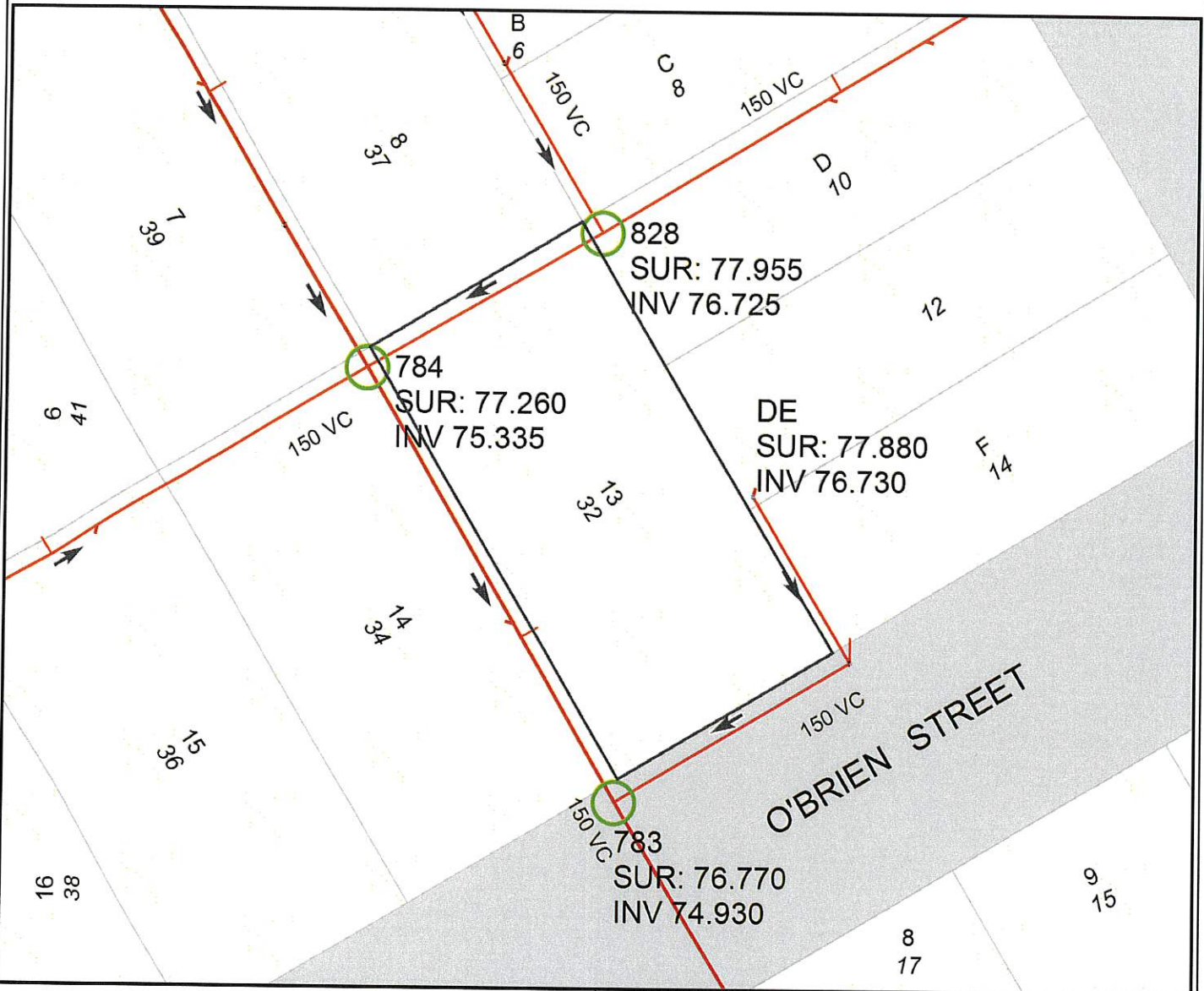
APPLICATION NO.: 2495061

APPLICANT REF: 250463

RATEABLE PREMISE NO.: 6072200706

PROPERTY ADDRESS: 32 O'BRIEN ST CESSNOCK 2325

LOT/SECTION/DP:SP: 13/10/DP 5465



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: 26/02/2025

Scale at A4: 1:500

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CONTOUR DATA © AAMHatch  
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SEWER/WATER/RECYCLED WATER  
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