

Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Avenue 89 Property Services Email: harry@avenue89.com.au	Phone: 0498 088 888
co-agent		
vendor	Magnus Bay Group Pty Ltd ACN 654 347 681 11A Tower Street, Revesby NSW 2212	
vendor's solicitor	Shad Partners 52 Kitchener Parade, Bankstown NSW 2200 PO Box 1005, Bankstown NSW 1885 Email: mshad@shadpartners.com.au	Phone: 02 9790 7000 Ref: MS:104381
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	53 Magnus Street, Nelson Bay NSW 2315 Lot 2 in Deposited Plan 388255 Folio Identifier 2/388255	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: NIL	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	<input type="checkbox"/> air conditioning	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> range hood
	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> internet/TV receiver	<input type="checkbox"/> solar panels
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> EV charger	<input type="checkbox"/> light fittings	<input type="checkbox"/> solar power battery
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> pool equipment	<input type="checkbox"/> stove
	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> other: NIL		
exclusions				
purchaser				
purchaser's solicitor				
price	\$ plus GST			
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 excludes GST of: \$

buyer's agent

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

SIGNING PAGE

VENDOR		PURCHASER	
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>		<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>	
VENDOR (COMPANY)		PURCHASER (COMPANY)	
<p>Signed by Magnus Bay Group Pty Ltd ACN 654 347 681 in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>Tony Taouk</p> <p>_____</p> <p>Name of authorised person</p> <p>Director</p> <p>_____</p> <p>Office held</p>		<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>	

Choices

Vendor agrees to accept a **deposit-bond** NO yes

Nominated Electronic Lodgment Network (ELN)
(clause 4):

Manual transaction (clause 30) NO yes
(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

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

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

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

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

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

<p>General</p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input type="checkbox"/> 8 sewerage infrastructure location diagram (service location print)</p> <p><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewer service diagram)</p> <p><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</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p>Home Building Act 1989</p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure or warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p>Swimming Pools Act 1992</p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p>Strata or community title (clause 23 of the contract)</p> <p><input type="checkbox"/> 33 property certificate for strata common property</p> <p><input type="checkbox"/> 34 plan creating strata common property</p> <p><input type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development contract or management statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate (strata)</p> <p><input type="checkbox"/> 57 information certificate (association)</p> <p><input type="checkbox"/> 58 document relevant to an exclusive supply network</p> <p><input type="checkbox"/> 59 disclosure statement - off the plan contract</p> <p><input type="checkbox"/> 60 other document relevant to off the plan contract</p> <p>Other</p> <p><input type="checkbox"/> 61</p>
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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.

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, 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 to resolve the dispute 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:

<p>Australian Taxation Office County Council Department of Education Department of Planning, Housing and Infrastructure Department of Primary Industries and Regional Development Electricity, gas and telecommunications Homes NSW</p>	<p>Local Council Local Land Services NSW Fair Trading NSW Public Works Owner of adjoining land Privacy Subsidence Advisory NSW Transport agencies Water, sewerage or drainage authority</p>
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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. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.
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. 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 Australian Taxation Office.
13. From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.

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 <i>served</i> 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>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> ● the issuer; ● the expiry date (if any); and ● the amount;
<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> (15% as at 1 January 2025);
<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</i> by a <i>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 th 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"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<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 20 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 Sign*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

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

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed 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 contract or management 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 s174 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 whatever is reasonably necessary 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 whatever is reasonably necessary 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, but does not apply to an event to which clause 28 applies.
 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.

53 MAGNUS ST NELSON BAY NSW 2315

**ADDITIONAL CLAUSES ANNEXED TO AND FORMING PART OF CONTRACT FOR THE
SALE OF LAND 2062 EDITION**

VENDOR: Magnus Bay Group Pty Ltd

PURCHASER:

PROPERTY: 53 Magnus Street Nelson Bay

30. Interpretation

30.1 Additional Definitions

The following definitions apply in this document:

Agency Agreement means the agency agreement between the Presale Agents and the vendor attached at **Annexure D**.

Assignment Deed means a deed in the form attached at Annexure C, except with:

- (a) the lot description under the relevant Presale contract inserted on the front page;
- (b) the purchaser's details inserted as assignee on the front page, page 3 and on the execution page;
- (c) the date of this contract inserted in the definition of 'Land Sale,
- (d) the details of the relevant Presale Contract attached at item 2 of the Schedule; and
- (e) with a copy of the respective Presale Contract.

Authority Persons means the purchaser's agents, employees, consultants, contractors, invitees and other appropriate persons nominated by the purchaser from me to time.

Authority includes:

- (a) any government in any jurisdiction, whether federal, state, territorial or local;
- (b) any provider of public utility services, whether statutory or not; and
- (c) any other person, authority, instrumentality or body having jurisdiction, rights, powers, duties or responsibilities over the property or any part of them or anything in relation to them.

Completion Date means the date for completion on the front page of this Contract.

Contamination means a solid, liquid, gas, odour, temperature, sound, vibration, material, chemical, mineral, substance or radiation of substance, or any other physical matter over, on or in the property that makes or may make the property or any land, water or air around or near the property:

- (a) unfit or unsafe for habitation or occupation by humans or animals;

- (b) degraded in its capacity to support plant life;
- (c) otherwise environmentally degraded;
- (d) not comply with any Environmental Law; or
- (e) present a risk of harm to the Environment.

Council means Port Stephens Council.

Development Activities means the enterprise of development of the property involving the proposed subdivision and development of the property as residential apartments as contemplated in the Development Consents and the Development Materials, the engagement of the Pre-Sale Agent and sale of the proposed lots within subdivision of the property;

Development Application means an application to develop the property in a manner consistent with applicable planning instruments or an application.

Development Consent means the development consent in connection with the property as attached at **Annexure A**.

Development Materials means any plans and specifications, designs, drawings lodged with and referred to in the Development Consent

Disclosure Documents means the documents and information referred to and/or attached to this contract, or as otherwise made available to the purchaser by the vendor or its agents and representatives.

Environment means all components of the earth, including:

- (a) land, air and water;
- (b) any layer of the atmosphere;
- (c) any organic or inorganic matter;
- (d) any living organism; and
- (e) natural or manmade or modified features or structures,

and includes ecosystems and all elements of the biosphere.

Environmental Law means all laws, regulations, orders, directions, notices, ordinances or requirements and all licences, approvals, consents, permissions or permits issued which regulate or has as its purpose, objective or effect the regulation, protection or enhancement of the Environment, land use, development, conservation, planning, health, toxic and hazardous substances, waste, disposal or pollution.

Marketing Material means, in respect of or relating to the property, Dropbox link, electronic items, all brochures, pamphlets, information memorandums, investment reports and opinions, property reports, sales reports, maps, diagrams, sampling materials, photographs, videos, summaries, synopses, profitability analyses, advertisements, conferences, presentations and all other materials or information which may have been used to promote or in connection with the sale of the property.

~~**New Presale Contract means** any contract for sale of proposed lots in the proposed subdivision of the property that does not exist at the date of this contract, and being in substantially the same form as the Presale Contracts annexed to this contract.~~

Presale Contracts means the presale contracts listed at Annexure B.

Presale Agent means the Pre-Sale Agent in the Agency Agreement.

Presale Purchasers means the purchasers under the Presale Contracts.

Purchasers Agency Agreement means an agency agreement with the Presale Agent.

30.2 Interpretation Rules

- (i) Heading and subheading are for convenience only and do not affect interpretation, except for specified cross-references
- (ii) words denoting the singular number include the plural, and the converse also applies;
- (iii) words denoting any gender include all genders and words importing persons include corporations;
- (iv) any reference to any agreement or document includes that agreement or document as amended at any time;
- (v) in the interpretation of this contract no rules of construction are to be applied to the disadvantage of one party on the basis that party put forward this contract or any part of this contract;
- (vi) the words "include", "including", "for example" or "such as" and similar expressions when used in this contract are without limitation;
- (vii) **claim** includes any claim, demand, request, requisition, notice, direction, allegation, action, proceeding, damage or judgment arising in any manner and at any time, and whether present, immediate, unascertained, future or contingent;
- (viii) **cost** includes any cost, charge, expense, disbursement, fee, commission, outgoing, premium, tax, levy, fine, penalty or loss incurred at any time, whether directly or indirectly;
- (ix) **default** includes any default, breach, non-performance, non-compliance or repudiation;
- (x) **liability** includes any liability or obligation of any nature, whether present, prospective or contingent;
- (xi) **loss** includes any loss, cost, damage or liability;
- (xii) **requisition** includes any objection, requisition, claim for compensation, any action to delay completion, rescind or terminate this contract; and
- (xiii) **services** includes existing and proposed water, sewerage, drainage, gas, electricity, telephone and other similar installations and services and infrastructure relative to such services relating to the property.

30.3 Inconsistencies

In the event of any inconsistency between these additional clauses and the provisions of the printed form of contract these additional clauses will prevail.

30.4 No merger

No clause or obligation under this contract which is capable of performance after completion will merge on completion.

31. Amendments to the 2026 contract for Sale of the Land

The vendor and the purchaser agree that the provisions of the printed form of contract are amended as follows:

- (i) Clause 1 —
 - definition of "work order" – after "order" insert "in writing issued by a competent authority";
 - definition of "requisition" – delete the words in brackets;
 - definition of "settlement cheque" - replace with:
 - "an unendorsed bank cheque made payable to the person to be paid or, if authorised in writing by the vendor or the vendor's solicitor, some other cheque"
- (ii) Clause 2.9 – delete "If each party tells the Deposit holder that the deposit is to be invested," and "credit union or permanent building society".;
- (iii) Clause 3 – deleted;
- (iv) Clause 7.1 after "*rescind*" insert the words "*(and need not establish reasonable grounds for doing so)*".
- (v) Clause 7.1.1 delete '5%' and replace with '1%'.
- (vi) Clause 7.1.3 "14" becomes "7".
- (vii) Clause 7.2.1 replace "10%" with "5%".
- (viii) Clause 7.2.2 delete.
- (ix) Clause 7.2.6 insert the words "*and the amount held and the interest earned on it less taxes and bank*
- (x) Clause 8.1 – Delete the word "on reasonable grounds"
- (xi) Clause 10.1.1 – insert "or any failure to comply with the provisions of the Swimming Pools Act 1992 or any regulations of that Act.";
- (xii) Clause 10.1.8 and 10.1.9:
 - replace "substance" with "existence"; and;

replace “disclosed” with “noted” and;

insert the following at the end of clause 10.1:

“for the purpose of this contract, including clauses 10.1.8 and 10.1.9 the existence of any easement or restriction is sufficiently noted by the annexing to the contract of copies of the documents creating referring to, or otherwise giving rise to that easement or restriction”

(xiii) Clause 11:

11.1 replace "Normally, the vendor must by completion" with "The purchaser must after completion"; and

11.2 delete clause 11.2

(xii) Clause 12.1 and 12.2 – delete

(xiii) Clause 13.2 - delete

(xiv) Clause 13.7 does not-apply if margin scheme is adopted;

(xv) Clause 14.4.2 – replace with “by adjusting the amount that was payable by the vendor for that year in respect of the Property. However, if the land (or part of it) has no separate taxable value, by calculating its separate taxable value on a proportional area basis.”.

(xx) Clause 23, 24, 25, 26, 27, 28, 29 – delete

32. Purchaser's Acknowledgment

32.1 Property Status

The purchaser acknowledges that:

- (a) the purchaser has inspected the property;
- (b) the purchaser enters into this contract as a result of the purchaser's own enquiries and inspections;
- (c) the purchaser has not been induced to enter into the contract by, and has not relied on any Marketing Material, statement, representation or warranty by or on behalf of the vendor or any agent or employee of the vendor other than those as set out in this contract, including any statements or representations as to, potential or projected yield, return, use (present or potential) or development potential; and
- (d) the property is sold and is to be accepted by the purchaser in its present state of repair and condition and subject to legal and physical defect (if any) and any contamination.

32.2 Purchase's Own Enquiry

The purchaser relies entirely upon its own enquiries and investigations in relation to the following:

- (a) the quality and state of repair of the property and of any services;
- (b) the neighbourhood of which the property forms and of any services;
- (c) the purposes for which the property can be used (including, without limitation, any restrictions on its use of development);
- (d) the fitness of the property for the purchases purposes;
- (e) access to the property;
- (f) requirements of authorities relating to the property including, without limitation, resumptions, road dedications, road widening and similar things;
- (g) necessary approvals and licences from authorities relating to the property or any activity carried out on the property, including any failure to comply with any approvals or licences and whether or not the property is subject to or built over (with or without the consent of any authority) any service;
- (h) the property being encumbered by any petroleum, exploration, mining permits or other such rights or the presence of any noxious weeds or other flora or fauna on the property;
- (i) any outstanding notices from any authority in connection with the property and the status of and the vendor's compliance with all applicable laws, regulations, requirements, ordinance, by laws or directives in connection with the property or the activities conducted on the property including the provisions of the Environmental Planning and Assessment Act and the Local Government Act;
- (j) the existence of, or potential for, any Contamination of the property;
- (k) the nature, location, availability or non-availability of any service;
- (l) whether or not the property has the benefit of any rights or easements in respect of any services or mains, pipes or connections for any services;
- (m) whether or not any underground, roof or surface stormwater drain passes through or over the property or should any stormwater plant, manhole, vent or substation be on the property; and
- (n) whether or not any rainwater downpipe, roof or surface water drainage is connect to the sewer,

and has satisfied itself on all such matters prior to entering into this contract.

32.3 Rubbish

The purchaser will not make any requisition if there is located on the property at completion any rubbish, plant or chattels and the purchaser acknowledges that the vendor will not be bound to remove any such items from the property.

32.4 Requisitions

The purchaser will not make any requisition in respect of any matter referred to in clause 32 including in respect of any change in the condition of the property. For clarity and despite the foregoing the purchaser is not restricted from raising requisitions under clause 5 so far as they relate to title.

33. Sewerage and drainage services

- (a) Annexed to and specifically disclosed in this contract is a sewer reference sheet issued by Hunter Water (**Drainage Diagram**).
- (b) The vendor does not warrant the accuracy or currency of the Drainage Diagram.
- (c) The purchaser will not make any requisition in respect of any matter disclosed or referred to in the Drainage Diagram.

34. Environment

34.1 Application

This clause applies without limiting the generality of any other clause of this contract.

34.2 Acknowledgements

The purchaser acknowledges that:

- (a) it has carried out all of its own inquires, tests and/or inspections to ascertain the extent of any Contamination on the property;
- (b) the property and any adjoining or nearby properties may be Contaminated;
- (c) the purchaser will not make any requisitions in respect of any matter referred to in this clause or relating to any Contamination of the property or any adjoining or nearby properties.

34.3 Release of vendor

The purchaser releases now and forever the vendor from any claim by the purchaser in respect of any Environmental Law liability or otherwise in respect of any Contamination at, on or emanating from the property.

34.4 Indemnity

The purchaser indemnifies the vendor and will keep the vendor indemnified against all claims and losses the vendor may suffer or incur at any time in respect of any Contamination that is discovered or that arises at any time on and from completion.

35. Requisitions

- (a) the purchaser may only make requisitions on title under clause 5 in form of standard requisitions for Torrens Commercial title property: Residential (2013 Edition).

- (b) the vendor does not have to reply to the purchaser's requisitions if the requisitions are not in the form described in this clause
- (c) Where there is a reply to the attached requisitions on title, the vendor is deemed to have made the attached replies. Nothing in this clause prevents or limits the vendor from amending any of the replies prior to completion. The purchaser acknowledges that the vendor will not be under any obligation to answer any requisitions on title the substance of which is already contained in the attached replies.

36. Engagement of Presale Agent

36.1 Vendor's Specific Disclosure

The vendor specifically discloses and the purchaser acknowledges that the vendor has entered into the Agency Agreement.

36.2 Engagement of Presale Agent

It is an essential term of this contract that prior to completion the purchaser enters into the Purchaser's Agency Agreement.

36.3 Refund of Commission

If at any stage after completion or after the purchaser's entry into the Purchaser's Agency Agreement the purchaser receives any refund of commission that the vendor has paid under the Agency Agreement in respect of a Presale Contract, the purchaser must remit such amount to the vendor within 7 days of receipt.

36.4 Indemnity

On and from completion the purchaser indemnifies the vendor against any loss, damage, cost, expense, liability or claim arising from:

- (a) any breach of the Purchaser's Agency Agreement by the purchaser;
- (b) any claim for commission or other amounts payable in connection with the Purchaser's Agency Agreement; or
- (c) any claim for commission or other amounts payable in connection with the Agency Agreement.

36.5 Purchaser to Assist

The purchaser will provide the vendor will all reasonable assistance to enable to the vendor to procure a release from the Presale Agent of the vendor's obligation under the Agency Agreement.

37. Real Estate Agent

- (a) The purchaser warrants to the vendor that it was not introduced to the property or the vendor by any real estate agent other than the vendor's agent (or agents) referred to on the front page of the contract (if any).

- (b) If the purchaser is in default of this warranty, then the purchaser must indemnify and keep indemnified the vendor against any claim for commission by any agent or agents (other than any agent referred to on the front page of this contract) arising out of this sale.

38. Notice to Complete

38.1 Notice

- (a) If completion does not take place on or before the completion date then the vendor may serve a notice in writing on the purchaser (Notice to Complete) requiring completion to take place not less than 14 days after the date of service of the Notice to Complete.
- (b) Following service of the Notice to Complete, time is deemed to be of the essence for the purposes of completion.
- (c) For all purposes at law and in equity the parties acknowledge that 14 days is reasonable and sufficient notice within which to require completion.

38.2 Legal Costs

The purchaser must pay \$330.00 to compensate the vendor for additional legal costs and other expenses incurred by the vendor in relation to the service of a Notice to Complete. The vendor may refuse to complete the contract unless and until the purchaser has paid this amount.

38.3 Withdrawal and Waiver

- (a) The vendor reserves the right to withdraw any Notice to Complete or to extend the period of notice in the Notice to Complete or to issue subsequent Notices to Complete, in its sole discretion.
- (b) The failure of the vendor to exercise its rights under a notice issued pursuant to this clause is not deemed to be a waiver of any of the vendor's rights.

39. Interest

39.1 Payment

Without limiting any other right of the vendor, if the purchaser does not complete by the completion date (not being due to a default by the vendor), the purchaser must pay interest on the balance of the price and any other money payable on completion at the rate of 10% per annum calculated on daily rests from and including the completion date up to including the actual date of completion.

39.2 Genuine Estimate

The Parties agree that interest payable under this clause is a genuine pre estimate of the loss suffered by the vendor due to the purchaser's failure to complete on the completion date.

39.3 Liquidated Debt

Any Interest payable or due under this clause will be a liquidated debt due to the vendor by the purchaser and will be immediately recoverable by the vendor together with all costs of the vendor. The purchaser must pay the outstanding interest on completion and the vendor will be entitled to complete this contract unless and until such interest has been paid.

39.4 Essential Condition

This clause is an essential term of the contract.

40. Discharge of Mortgage or Caveat

40.1 Discharge at Completion

The vendor does not have to discharge or withdraw any mortgage, writ or caveat registered on the title of the property prior to completion of the contract if the vendor, on completion:

- (a) hands to the purchaser a form of discharge of mortgage or writ or withdrawal of caveat (as the case may be) in registrable form in respect of any registered mortgage, writ or caveat; and
- (b) allows the purchaser a registration fee payable on each discharge or mortgage or writ or withdrawal of caveat which the vendor provides to the purchaser.

40.2 Exceptions

The obligations on the vendor in clause 40.1 will not apply where the mortgage, writ or caveat lodged on the title to the property:

- (a) has been lodged by or on behalf of the purchaser; or
- (b) is lodged by a third party as a result of any dealing with the purchaser.

41. Removal of Charges and Land Tax

41.1 Removal of Charges

The vendor:

- (a) is not obliged to remove any charge on the property for any rate, tax or outgoing until the date on which completion of this contract actually occurs;
- (b) will not be deemed to be unable, unready or unwilling to complete this contract by reason of the existence of any charge on the property for any rate, tax or outgoing; and
- (c) may serve a notice to complete on the purchaser notwithstanding that, at the time such notice is issued or at any subsequent time there is a charge on the property for any rate, tax or outgoing.

42. Development

42.1 Development Activities

- (a) The vendor specifically disclose and the purchaser acknowledges and accepts the vendor has and will continue to be engaged in the Development Activities.
- (b) The vendor makes no warranties or representations as to the state, quality or condition of the Development Activities or the manner in which the Development Activities have been undertaken.

42.2 Acknowledgement

- (a) The purchaser acknowledges and agrees that it has inspected and/or satisfied itself in all respects about the:
 - (i) The Development Activities undertaken by the vendor at the property;
 - (ii) Any works undertaken, or not undertaken, by the vendor at the property;
 - (iii) Development Materials and the matters described and disclosed in those materials; and
 - (iv) Development Consents and the vendor's compliance or otherwise with the Development Consents.
- (b) The purchaser acknowledges and agrees that:
 - (i) the vendor may do any matter or thing in the furtherance of the Development Activities up to completion, provided that it must obtain the purchaser's prior consent (which consent must not be unreasonably withheld shall be given or refused at the Purchaser's total discretion) before the vendor or the vendor's agents, employees, consultants, contractors, or express invitees undertaking any construction or other physical works to the property, or withdrawal or variation of the Development Consents.
 - (ii) It accepts the property subject to any Developments Activities undertaken including any such activities undertaken in accordance with clauses 42.2(b) and 43.
 - (iii) It accepts the extent to which the vendor has complied with the law and any conditions and obligations in connection with the undertaking of the Development Activities; and
 - (iv) It would have entered into this contract regardless of the results of its investigations, inspections and inquiries in respect of the property.

42.3 Development Consent

- (a) On completion the vendor assigns and the purchaser takes an assignment of all rights, title and interest in the Development Consent. On and from completion the purchaser shall be responsible for complying with all conditions imposed by the Development Consent.
- (b) On and from completion, the purchaser will be responsible for and will indemnify the vendor in connection with, all contributions required to be made to Council and any relevant authority in connection with the Development Activities, including any section 94 contributions (if any).

43. Presale Contracts

43.1 Contracts for Sale

- (a) The vendor specifically discloses and the purchaser acknowledges and accepts the Presale Contracts and that the vendor has entered into the Presale Contracts.
- (b) The vendor gives no warranties, and purchaser must not make any requisitions in the event of:
 - (i) any of the Presale Purchasers being in default of the terms and conditions contained in the Presale Contracts either prior to or on completion;
 - (ii) any Presale Contract being, or capable of being, rescinded, terminated or otherwise determined for any reason whatsoever including by reason of death, illness, deterioration of the health or default of any party under the Presale Contract; and
 - (iii) any disputes between the vendor and Presale Purchasers.
- (c) The vendor may (but is not required) prior to completion give any notices or serve any documents under the Presale Contract.
- (d) The vendor may with the purchaser's prior consent which consent may not be unreasonably withheld terminate or rescind any of the Presale Contracts. If the vendor terminates or rescinds any of the Presale Contracts, the vendor must immediately notify the purchaser of the termination or rescission.
- (e) If any of the Presale Contracts are terminated or rescinded, then as soon as practicable following termination or rescission the purchaser may negotiate with the corresponding Presale Purchaser under the Presale Contract in relation to entering into a contract for the sale and purchase of part of the Property from the purchaser.
- (f) On completion of this Contract, the Purchaser will adjust in favour of the Vendor any reasonable costs incurred by the Purchaser in complying with entry into the New Off the Plan Contracts.
- (g) On completion the vendor shall assign the Presale Contracts which are still on foot at the date of completion to the purchaser) and the purchaser shall accept an assignment of those Presale Contracts, subject to the terms set out in the respective Assignment Deed for each of the Presale Contracts.
- (h) The purchaser must no later than 15 business days prior to completion (time being of the essence) execute and return to the vendor two copies of the Assignment Deed in respect of each of the Presale Contracts and New Presale Contracts which have not been terminated or rescinded in accordance with clause 43.1(e).
- (i) Subject to the purchaser complying with clause 43.1 (h) the vendor will execute and provide the Assignment Deeds to the purchaser at completion.

43.2 — New Presale Contract

- ~~(a) The vendor may with the prior written consent of the purchaser negotiate with prospective purchasers of the lots in the proposed subdivision of the property in connection with entry into New Presale Contracts.~~
- ~~(b) The vendor must not exchange any New Presale Contract without the prior written consent of the purchaser which consent may be withheld in the purchaser's absolute discretion.~~

43.3 Presale Contract Deposits

- (a) On completion, the vendor assigns to the purchaser the vendor's rights, title and interest in and to any deposits held by or on behalf of the vendor and the Presale Purchasers in respect of the Presale Contracts which are assigned to the purchaser and shall provide to the purchaser a written direction addressed to the Presale Agent identified in those Presale Contracts confirming that upon completion of this contract the vendor's interest in the deposit has been assigned to the purchaser.
- (b) The vendor shall not be required to deliver to or make any adjustment in favour of the purchaser in respect of the deposit, nor shall the vendor be required to procure a release of the deposit to the purchaser or the purchaser's nominee.

43.4 Purchaser Not to Cause Default

Notwithstanding any other provision of this contract the purchaser must not do or cause to be done anything which may cause the vendor to be in breach or default of any Presale Contract. The purchaser indemnifies and will keep indemnified the vendor in respect of a breach of this clause.

43.5 No Merger

This provisions of this additional condition 43 shall not merge on completion

44. Insolvency and other events

44.1 Individual Purchaser

If the purchaser or any party (if more than one) consulting the purchaser being an individual:

- (a) dies or becomes mentally ill, then the vendor may rescind this contract and the provision of clause 19 will apply; or
- (b) enters into a compromise, deed of assignment or deed of arrangement pursuant to Part X of the *Bankruptcy Act* with his/her creditors,

The purchaser will be in default under this contract in an essential respect and the vendor may terminate this contract and the provisions of clause 9 will apply.

44.2 Corporate Entity

The vendor may terminate this contract and the purchaser will be in default of this contract in an essential respect, if the purchaser or any party (if more than one) constituting the purchaser being a company:

- (a) has a receiver or receiver and manager appointed to that company whether by a creditor or a Court or otherwise; or
- (b) has an administrator appointed pursuant to Part 5.3A of the Corporations Act 2001 or otherwise; or
- (c) has a liquidator (of any nature) appointed or is wound up by any means whether in insolvency or otherwise.

If this contract is terminated in accordance with this clause 44.2, the provisions of clause 9 will apply.

44.3 No Limitation

The vendor's rights under this clause do not negate, limit or restrict any rights or remedies which would have been available to the vendor at law or in equity had this clause not been included in this contract or as a result of termination resulting from a default by the purchaser.

45. Statutory Provisions

45.1 Contract Subject to Statutes

The provisions of this contract operate and are subject to the provisions of any statute, but only to the extent to which:

- (a) the provisions of any statute cannot be excluded; and
- (b) the provisions of this contract are inconsistent with the provisions of such statute.

45.2 Statute Provisions Excluded

Without limitation, the provisions of any statute which restrict or adversely affect the right and powers of the vendor under this contract are, to the extent permitted, expressly excluded.

45.3 Rights and Obligations Additional

To the extent permitted:

- (a) the rights and powers of the vendor under this contract are in addition to, and do not limit the rights and powers conferred on the vendor by any statute; and
- (b) the obligations of the purchaser under this contract are in addition to, and do not limit, the obligations imposed on the purchaser by any statute.

46. Intentionally Deleted

47. Disclosure Documents

47.1 Disclosure

- (a) The purchaser acknowledges that the vendor has made available to the purchaser and the purchaser has inspected (or not inspected by its own election) the Disclosure Documents.
- (b) The vendor specifically discloses and the purchaser acknowledges and accepts the Disclosure Documents and the contents and information contained in the Disclosure Documents.

47.2 Purchaser Warranties

The purchaser warrants that:

- (a) it has conducted all further investigations, inspections and inquiries of its own as it has deemed necessary or appropriate to verify or satisfy itself as to anything contained in the Disclosure Documents; and
- (b) The purchaser would have entered into this contract even if it were not aware of the existence and contents of the Disclosure Documents.

47.3 Acknowledgments

The purchaser acknowledges that the vendor has not made and does not make any representation, warranty or statement:

- (a) as to the completeness or accuracy of the Disclosure Documents;
- (b) that the Disclosure Documents comprise all documents or information in the possession or control of the vendor in relation to or which may affect the property or any adjoining or nearby properties.

47.4 No Requisitions etc

The purchaser will not be entitled to and will not make or take any requisitions by reason of anything contained in the Disclosure Documents, or by reason of any other matter referred to in this clause 47. This clause 47 will not affect such rights which the purchaser may have in respect of any breach by the vendor of any of the warranties implied under section 52A of the Conveyancing Act 1919 and Conveyancing (Sale of Land Regulation) 2010 Schedule 3 Part 1.

48. Confidentiality

48.1 Non-disclosure of Particulars

- (a) Each party agrees to keep as confidential the terms of this contract, the contents of all negotiations leading to its preparation and any information provided as part of the purchaser's due diligence enquiries (Confidential Information), and agrees that they will use their best endeavours to ensure that all such Confidential Information is kept confidential.
- (b) Except as expressly permitted by this contract, each party will not disclose or discuss any Confidential Information without the prior written approval of the other party.

48.2 Exceptions to Non-disclosure

Each party may make disclosures regarding the contents of this contract only to the extent required:

- (a) by law or by any regulatory body having jurisdiction over that party, including any stock exchange;
- (b) to that party's financiers or by that party's financiers or intended financiers in relation to the provision of finance for the completion of the transactions contemplated by this contract;
- (c) to its professional advisors under a duty of confidentiality; or
- (d) to instruct that party's professional advisors in relation to the preparation and completion of this contract,

but will use its best endeavours to ensure that all matters disclosed are kept confidential.

48.3 Term of Non-disclosure

- (a) Clause 48 ceases to apply on completion as it relates to the purchaser.
- (b) This clause does not apply to the extent that any information to which clause 48 applies is in the public domain but not as a result of a breach of this clause.
- (c) The purchaser must return and deliver to the vendor all documents and other material in the possession, custody or control of the purchaser containing or incorporating any Confidential Information promptly upon the earlier occurrence of:
 - (i) the purchaser advising the vendor that it does not intend to proceed with the purchase of the property; or
 - (ii) the vendor advising the purchaser that it does not intend to proceed with the sale of the property,

provided however that the purchaser will be entitled to retain such parts of the Confidential Information as the purchaser is required by law to retain, in which case the purchaser must continue to comply with its obligations pursuant to this contract with respect to such information.

49. Guarantee

49.1 Application and defined terms

- (a) This special condition applies if the purchaser is a corporation.
- (b) In this clause, the following definitions apply:

Guarantor means #####

Insolvency Event means any of the following events occurring to the purchaser or the Guarantor:

- (i) a liquidator, administrator, receiver and manager or other controller is appointed to the entity, or a resolution is passed for any such appointment;

- (ii) a petition for the winding up of the entity is presented and not withdrawn within thirty (30) days of presentation;
- (iii) a scheme of arrangement with creditors under the relevant provisions of the Corporations Act 2001 or any similar legislation is entered into
- (iv) the person or entity is unable to pay its debts when they fall due; or
- (v) the entity has been declared bankrupt or a trustee is appointed to any property of the entity or property of the entity has vested in a trustee or other entity.

49.2 Extent of Guarantee

In consideration of the vendor entering into this contract at the request of the Guarantor, the Guarantor guarantees to the vendor:

- (a) payment to the vendor of all moneys payable or owing to the vendor under this contract including the payment of the purchase price, whether or not demand has been made by the vendor; and
- (b) the due and punctual performance and observance of all of the purchaser's covenants, conditions and liabilities under this contract.

49.3 Indemnity

As a separate liability, the Guarantor indemnifies and will keep the vendor indemnified for all loss and claims the vendor suffers or incurs or is likely to suffer or incur, in connection with:

- (a) any default by the purchaser or the Guarantor under this contract;
- (b) any claim made against the vendor in connection with a default by the purchaser or the Guarantor under this contract;
- (c) termination or a disclaimer of this contract by a liquidator or other person entitled by law to exercise such rights or powers; or
- (d) any moneys owing or payable to the vendor under this contract becoming invalid for any reason, including any incapacity or absence of power or authorisation of any person or any other fact.

49.4 Principal Obligation

This guarantee and indemnity is a principal obligation of the Guarantor and is not collateral to any other obligation.

49.5 Liability Not Affected

The liabilities of a Guarantor are not affected by:

- (a) the granting to the purchaser or to any other person of any time, waiver, indulgence, consideration or concession or the discharge or release of the purchaser;

- (b) an Insolvency Event of the purchaser, the Guarantor or any one of them;
- (c) reason of the vendor becoming a party to or bound by any compromise, assignment of property or scheme of arrangement or composition of debts or scheme or reconstruction by or relating to any other person;
- (d) the vendor exercising or refraining from exercising any of the rights, powers or remedies conferred on the vendor by law or by any contract or arrangement with the purchaser the Guarantor or any other person or any guarantee, bond, covenant, mortgage or other security; or
- (e) the vendor obtaining a judgement against the purchaser, the Guarantor or any other person for the payment of the moneys payable under this contract.

49.6. Continuing Guarantee

- (a) This guarantee and indemnity will continue notwithstanding:
 - (i) The vendor has exercised any of its rights under this contract including any right of termination;
 - (ii) The purchaser is wound up; or
 - (iii) This guarantee and indemnity is for any reason unenforceable wither in whole or in part.
- (b) This guarantee and indemnity:
 - (i) is of a continuing nature and will remain in effect until final discharge of the guarantee or indemnity is given by the vendor to the Guarantor;
 - (ii) may not be considered wholly or partially discharged by the payment of the whole or any part of the amount owed by the purchaser to the vendor; and
 - (iii) extends to the entire amount that is now owed or that may become owing at any time in the future to the vendor by the purchaser pursuant to or contemplated by this contract including any interest, costs or charges payable to the vendor under this contract.

49.7 Reinstatement of Rights of Vendor

If any payment made to the vendor by or on behalf of the purchaser or the Guarantor is subsequently avoided by any statutory provision or otherwise:

- (a) that payment is to be treated as not discharging the Guarantor's liability for the amount of that payment; and
- (b) the vendor and the Guarantor will be restored to the position in which each would have been and will be entitled to exercise all rights which each would have had if that payment had not been made.

49.8 Recourse to Guarantor

The vendor can proceed to recover the amount claimed as a debt or damages from the Guarantor without having instituted legal proceedings against the purchaser and without first exhausting its remedies against the purchaser.

50. Development Consents, Development Materials & Consultant Reports

50.1 Vendor to hand over all Development Documentation

On Completion, the vendor must deliver to the purchaser the originals (where held) and all copies of the Development Consents and Development Materials.

50.2 Development Materials

- (a) Should the purchaser require an assignment of the Development Materials then the purchaser must at its own cost procure the assignment of the Development Materials.
- (b) If requested by the purchaser the vendor will, provide that it is at no cost to the vendor, provide the purchaser with reasonable assistance to enable the purchaser to procure an assignment of the Development Materials as contemplated in clause 50.2(a)

51. Intentionally Deleted**52. Intentionally Deleted****53. Notices****53.1 Form**

Any notice to or by a party under this contract must be in writing and signed by the sender or the sender's solicitor and if a corporate party, an authorised officer of the sender or under the seal of or any power of attorney conferred by the sender or the sender's solicitor.

53.2 Service Method

Any notice may be served by delivery in person or by post or transmission by facsimile (if a facsimile number is specified in this contract) to the address or number of the recipient specified in this contract or most recently notified by the recipient to the sender.

53.3 Receipt

Any notice will be effective for the purpose of this contract on delivery to the recipient prior to 5.00 pm local time on a business day in the place in or to which the written notice is delivered or sent or otherwise at 9.00 am on the next business day following delivery or receipt.

53.4 Document Exchange and Facsimile

Despite clause 20.6, the service of any notice or document in connection with this contract on a party is deemed to have been received by that party or that party's solicitor:

- (a) where it is sent through the document exchange system on the day after it is placed in the document exchange system; or
- (b) where it is sent by facsimile transmission, on the day it is actually transmitted to that party or that party's solicitor, unless:
- (c) the sender's machine indicates a malfunction in transmission service, in which case service is deemed not to have been effected; or

- (d) the recipient immediately notifies the sender of an incomplete transmission, in which case service is deemed not to have been effected; or
- (e) the transmission is not completed before 5.00pm (local time) on a business day, in which case service is deemed to have been effected at 9.00am on the next business day.

54 General

54.1 Governing Law and Jurisdiction

- (a) This contract is governed by and will be construed under the law of the State of New South Wales.
- (b) Any legal action in relation to this contract against any party or its property may be brought in any court of competent jurisdiction in the State of New South Wales.
- (c) Each party by execution of this contract irrevocably, generally and unconditionally submits to the non-exclusive jurisdiction of any court specified in this provision in relation to both itself and its property.

54.2 Entire contract

This contract contains the entire understanding between the parties concerning the subject matter of the contract and supersedes all prior communications between the parties.

54.3 No Waiver

A failure, delay, relaxation or indulgence by a party in exercising any power or right conferred on the party by this contract does not operate as a waiver of the power or right. A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this contract. A waiver of a breach does not operate as a waiver of any other breach.

54.4 Severability

If any provision of this contract offends any law applicable to it and is as a consequence illegal, invalid or unenforceable then;

- (a) Where the offending provision can be read down so as to give it a valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve that result; and
- (b) In any other case the offending provision must be severed from this contract in which event the remaining provisions of this contract operate as if the offending provision had not been included.

54.5 Successors and Assigns

This contract binds and benefits the parties and their respective successors and permitted assigns.

54.6 No Assignment

Except as otherwise permitted under this contract, a party cannot assign or otherwise transfer the benefit of this contract without the prior written consent of the other parties.

54.7 No Variation

- (a) This contract cannot be amended or varied except in writing signed by or on behalf of the parties.
- (b) Each party authorises its solicitor or any employee of that solicitor to make alterations to this contract including the addition of annexures after execution by that party and before the date of this contract and any such alterations will be binding upon that party and any annexure so added will form part of this contract as if that annexure had been annexed at the time of execution.

54.8 Counterparts

If this contract consists of a number of counterparts, each is an original and all of the counterparts together constitute the same document.

55 GST

55.1 Interpretation

55.1 In this clause 55:

1. GST means GST as defined in A New Tax System (Goods and Services Tax) Act 1999 as amended (GST Act) or any replacement or other relevant legislation and regulations;
2. words or expressions used in this clause which have a particular meaning in the GST law (as defined in the GST Act), have the same meaning, unless the context otherwise requires;
3. any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member;
4. any reference to an input tax credits entitlement by a party includes any corresponding input tax credit entitlement by the representative member of any GST group of which that party is a member; and
5. if the GST law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.

55.2 Supply is a taxable supply:

1. Consideration made under or in connection with this contract does not include GST.
2. The GST exclusive consideration to be paid or provided for that taxable supply is increased by:
 - (a) the amount of any GST payable in respect of that taxable supply; plus
 - (b) any penalties, fines, interest or statutory charges imposed in connection with the imposition of GST; and
 That amount must be paid within 5 business days of a demand for payment by the supplier to the recipient of the taxable supply.
3. A party's right to payment under sub clause (2) of this clause 55.2 is subject to a valid tax invoice being delivered to the party who is the recipient of the taxable supply.
4. To the extent that a party is required to reimburse or indemnify another party for loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.

55.3 Survival

This clause 55 (“GST”) will survive completion or termination of this contract.

56. Documents Provided via Electronic Link – Purchaser’s Acknowledgment and Satisfaction

56. In this special condition:

Documents Link means the electronic link at

<https://www.dropbox.com/scl/fo/w5r07h6noy9iyzs3qu9i7/AGZO41HnjEasSoVfcg3v0v/?rlkey=tmkz2c18nh8r238jj0phmom4e&e=2&dl=0> (waiting on amended CC to reflect S4.55) Current CC Attached link

<https://drive.google.com/file/d/1oeo3VeCebrJloj4UCrUH910zLdxwun4-/view?usp=sharing>

Disclosed Documents means the documents listed in the Index (as defined in clause 56(b)), being copies of the documents relating to the property made available by the vendor to the purchaser via the Documents Link prior to the date of this contract, including:

- (i) all authority approvals;
 - (ii) all development consents and approvals;
 - (iii) all design certificates and design compliance declarations;
 - (iv) all plans; and
 - (v) all reports.
- (a) The purchaser acknowledges that prior to the date of this contract the vendor made available to the purchaser, via the Documents Link, copies of the Disclosed Documents.
 - (b) The parties agree that the Disclosed Documents are those documents listed in the schedule annexed to this contract and headed “Schedule of Disclosed Documents” (**Index**), and that the Index is a complete and accurate record of the documents made available via the Documents Link as at the date of this contract.
 - (c) The purchaser acknowledges and agrees that it has:
 - (i) accessed the Documents Link and inspected all of the Disclosed Documents;
 - (ii) had the opportunity to obtain independent legal, building, engineering and other advice in respect of the Disclosed Documents; and
 - (iii) satisfied itself in all respects as to the contents, adequacy and sufficiency of the Disclosed Documents.
 - (d) The purchaser:
 - (i) accepts the property subject to the Disclosed Documents; and
 - (ii) must not make any objection, requisition or claim, delay completion, or seek to rescind or terminate this contract, or claim any compensation or reduction in the price, in respect of or arising from any matter disclosed in, referred to in, or capable of being ascertained from the Disclosed Documents.
 - (e) This special condition does not merge on completion.

Schedule of Disclosed Documents

No.	Document description	Author / issuer	Date
1	[e.g. Development Consent DA-XXXX/XXXX]	[Council]	[date]
2	[e.g. Construction Certificate No. XXXX]	[Certifier]	[date]
3	[e.g. Design Compliance Declaration – fire safety]	[Design practitioner]	[date]
4	[e.g. Structural engineering design certificate]	[Engineer]	[date]
5	[e.g. Survey plan / works-as-executed plan]	[Surveyor]	[date]
6	[...]	[...]	[...]

[Note: complete the schedule above with each document made available via the Documents Link. Attach or retain a date/version-stamped index or folder screenshot as the evidentiary record of what was disclosed as at the contract date.]

**ANNEXURE A
DEVELOPMENT CONSENT**

DRAFT

**ANNEXURE B
PRESALE CONTRACTS**

DRAFT

**ANNEXURE C
ASSIGNMENT DEED**

DRAFT

ANNEXURE D
AGENCY AGREEMENT

DRAFT

Telephone Inquiries:
MRL W ALLEN
File No: 16-2007-42-1
Parcel No: 5755
Det Code: ac

Dear Sir/Madam,

Re: **NOTICE OF DETERMINATION OF DEVELOPMENT APPLICATION**
Environmental Planning and Assessment Act, 1979.

Pursuant to section 80(1) of the Environmental Planning and Assessment Act, notice is hereby given of the determination by the consent authority of the Application No. 16-2007-42-1.

Date of Determination & Date from which Consent operates: **21 December, 2007**
Proposed Development: **Urban Housing - 5 Storey + Basement Car Parking**
Property Description: **LOT: 2 DP: 388255**
53 Magnus Street NELSON BAY

The Application has been determined by granting consent including other approvals as detailed in Schedule 1 and subject to conditions in Schedule 2. The reasons for the imposition of such conditions are set out in Schedule 4.

Should you wish you may seek to have this Consent reviewed by Council. Arrangements for this review must be made within twelve (12) months of determination date.

If you have any further inquiries regarding this consent, please contact Council's Sustainable Development Department at your convenience.

NOTE: THIS IS NOT AN APPROVAL TO COMMENCE WORK. BUILDING WORKS CANNOT COMMENCE UNTIL A CONSTRUCTION CERTIFICATE IS ISSUED BY COUNCIL OR AN ACCREDITED CERTIFIER.

Yours faithfully

David Broyd

DAVID BROYD
GROUP MANAGER
SUSTAINABLE PLANNING

PER: lwa:kjp

SCHEDULE 1

APPROVAL UNDER SECTION 78A(3)

1. Nil required.

SCHEDULE 2

CONDITIONS OF APPROVAL

1. A Construction Certificate is required prior to commencement of works approved by this application. The person having the benefit of this consent must appoint a principal certifying authority. If Council is not appointed as the Principal Certifying Authority then Council must be notified of who has been appointed. Note: at least two (2) days' notice must be given to Council of intentions to start works approved by this application.
2. The development is to be carried out in accordance with the approved plans and documentation submitted with the application set out in Schedule 3, except as modified by the conditions of this development consent or as noted in red by Council on the approved plans.
3. Failure to comply with the conditions of consent constitutes a breach and on the spot fines may be issued under the Environmental Planning & Assessment Act 1979 and or the Protection of the Environment Operations Act 1997.
4. The development application has not been assessed against the provisions of the Building Code of Australia. A Section 96 application under the Environmental Planning & Assessment Act 1979 will be required if design amendments are necessary to comply with the provisions of the Building Code of Australia.
5. The excavated and/or filled areas of the site are to be stabilised and drained to prevent scouring and the finished ground around the perimeter of the building is to be graded to prevent ponding of water and ensure the free flow of water away from the building.
6. Certification is to be prepared by a registered surveyor and submitted to the Principal Certifying Authority at the following stages of construction:
 - a. On completion of ground floor construction, confirming that the floor levels are in accordance with the Reduced Levels indicated on the approved plan.
 - b. When the roof has been completed, confirmation that the building does not exceed the Reduced Levels, as indicated on the approved plan.
7. Landscaping shall be carried out in accordance **approved landscaping plan**. The landscaping must be completed prior to issue of Occupation Certificate.
8. A colour scheme providing full details of the colours and character of all external building materials and finishes to be used shall be approved by Council **prior to the issue of the Construction Certificate**.

9. A monetary contribution is to be paid to Council, pursuant to section 80A(1) of the Environmental Planning and Assessment Act, 1979 and Section 94 of the Environmental Planning and Assessment Act, 1979 towards the provision of the following public facilities:-

	Per Lot	Total
Civic Administration	(\$356)	(\$1068)
Public Open Space, Parks and Reserves	(\$1935)	(\$5805)
Sports and Leisure Facilities	(\$4561)	(\$13686)
Cultural and Community Facilities	(\$2293)	(\$6879)
Roadworks	(\$864)	(\$2592)
Fire & Emergency Services	(\$140)	(\$420)

Note:

- a) The above contributions have been determined in accordance with Port Stephens Section 94 Contribution Plan. A copy of the Contributions Plan may be inspected at Council's Customer Service Counter, 116 Adelaide Street, Raymond Terrace.
- b) Contributions are to be paid prior to **issue of construction certificate**
- c) The amount of contribution payable under this condition has been calculated on the basis of costs as at the date of original consent. In accordance with the provisions of the Contributions Plan, this amount shall be INDEXED at the time of actual payment in accordance with movement in the Consumer Price Index as published by the Australian Bureau of Statistics. In this respect the attached fee schedule is valid for twelve months.

10. The vehicle driveway from the roadway to the property boundary incorporating the gutter crossing shall have a width of 4.0m and shall be constructed in concrete or interlocking pavers in accordance with the options shown on **Council's Standard Drawing No. S122 & S105B.**

The construction of the footpath crossing and associated lipless layback must be constructed prior to the issue of any **Interim and Final Occupation Certificates.**

11. All redundant lay-backs shall be reinstated to match the adjoining kerb and gutter profile.
12. The stormwater detention system shall be designed and built in accordance with the approved concept plan. Impervious surface and roof water is to be disposed of by an onsite detention drainage system to Council's drainage network, designed for the critical 1:100yr storm, using a maximum infiltration rate of 2900mm/day (120mm/hour). All hardstand areas are to drain to the tank. The line along the southern boundary taking runoff off the driveway and down pipes needs to drain to the tank, and a separate overflow provided. A drainage design indicating all engineering details relevant to site regrading and the collection and disposal of the stormwater from the site is to be submitted to and approved by the certifying authority **prior to the issue of a Construction Certificate.** Details are to include detention system design, existing site levels, finished levels, pipeline sizes, invert levels, pipe grades and calculations.
13. The stormwater system, including any water quality or quantity components, shall be maintained in perpetuity for the life of the development.
14. Submission of Works-As-Executed plans and report prepared and certified by a suitability qualified drainage engineer confirming all drainage works (volume, discharge, levels, location, etc) are built in accordance with conditions of consent and the approved plan. Minor variations in height can be

certified providing they are clearly identified in the report and the engineer certifies that the overland flow paths are not altered, discharge rates are not increased, and no additional negative effects are imparted on any dwellings or property. Minor variations can only be certified where it can be demonstrated that the ease of maintenance and monitoring of the system has not been negatively affected.

The documents shall be submitted to, and accepted by the Certifying Authority, **prior to issue of the occupation certificate.**

15. A concrete footpath 1.2 metres wide and 100mm thick shall be provided, to Council's Standards, over the full street frontage of the site **prior to Occupation**. The footpath is to remove the existing blockwork wall and continue from the existing footpath, to provide pedestrian connections in the verge to the intersection of Magnus and Donald Street. This may require steps and not finishing with a retaining wall. Details shall be submitted to, and approved by Council **prior to issue of Construction Certificate.**
16. All works as listed as conditions of development consent, which are located in public roads are subject to approval under section 138 of the Roads Act 1993. Engineering details in accordance with Council's Subdivision and Development Code, of such works shall be submitted with a Roads Act application form and then approved by Council prior to approval to commence these works and **prior to issue of the Construction Certificates.**

The following items are also required to be approved by Council prior to approval being granted to commence works:

- a) Traffic control plans in accordance with the Roads and Traffic Authority – Traffic Control at Worksites Manual;
 - b) Payment of fees and bonds (same Principle Certifying Authority fees, inspection fees and maintenance bonds as relevant to subdivisions);
 - c) Contractors public liability insurances to a minimum value of \$10 million dollars.
17. The following fees and/or bonds are to be paid as part of this consent:
 - a) Subdivision construction certificate/plan approval fee, prior to approval of construction certificate or plans.
 - b) PCA/inspection fee, prior to approval of construction certificate or plans.
 - c) Long Service Levy, prior to issue of construction certificate (verification of payment is required if paid directly to Long Service Board)
 18. Works associated with the approved plans and specifications located within the existing Road Reserve shall not commence until:
 - i) a Roads Act Approval has been issued, and
 - ii) all conditions of the Roads Act Approval have been complied with to Council's satisfaction.
 19. All civil engineering works associated with the Roads Act Approval shall be carried out to the satisfaction of Council (with a letter of practical completion issued) **prior to issue of the Occupation Certificate.**

All works associated with the Roads Act Approval shall be at no cost to Council.

20. Works associated with the Roads Act Approval are subject to:
 - a. inspection by Council,
 - b. testing by a registered NATA Laboratory and
 - c. approval by Council at each construction stage as determined by Council.
21. Works-As-Executed plans prepared by a suitability qualified person detailing all road and drainage works in accordance with Councils Subdivision Specifications. This shall be submitted to, and accepted by the Certifying Authority, **prior to issue of the Subdivision Certificate.**
22. Separate approval is required to occupy, close or partially close the road reserve adjacent to the property under the Roads Act. The storage of materials, placement of toilets and rubbish skips within the road reserve is not permitted.
23. No construction or demolition work shall obstruct pedestrian or vehicular traffic in a public place, a hoarding or fence must be erected between the construction site and the public place.
24. A waste containment facility shall be provided on the construction site immediately after the first concrete pour for the building and is to be regularly serviced. **Council may issue 'on the spot' fines for pollution/littering offences under the Protection of the Environment Operations Act 1997.**
25. Tree clearing shall be carried out in accordance with Council's Tree Preservation Order. The development consent and construction certificate must be issued before it is possible to remove any trees within 3m of any approved building, as measured horizontally from the building wall to the outside trunk of the tree. Tree clearing for the vehicle driveway or any other purpose requires separate approval under the Tree Preservation Order. A copy of the **Tree Preservation Order is attached.**
26. Construction details for retaining walls greater than 600mm in height shall be submitted and approved by the Principal Certifying Authority **prior to commencement of works associated with the retaining wall.** All retaining walls in excess of 1m shall be designed by a Practising Structural Engineer.

Where retaining walls exceed 1m in height and located within 500mm of a site boundary, they shall be constructed of masonry material.

It is recommended to construct the retaining walls prior to the commencement of any other work, while the area is readily accessible and to prevent any movement of soil and/or potential damage to adjoining properties.
27. All excavations and backfilling associated with the erection or demolition of a building must be executed safely and in accordance with AS2601-2001 and Workcover Authority requirements.

All excavations associated with the erection or demolition of a building must be properly guarded and protected to prevent them from being dangerous to life or property.
28. If an excavation associated with the erection or demolition of a building extends below the level of the base of the footings of a building on an adjoining allotment, the person undertaking the excavation must preserve and protect the building from damage, which may involve underpinning and supporting

the building in an approved manner.

The adjoining property owner shall be given 7 days notice before excavating below the level of the base of the footings of a building on an adjoining allotment of land. The owner of the adjoining allotment of land is not liable for any part of the cost of work carried out for the purposes of this condition, whether carried out on the allotment of land being excavated or on the adjoining allotment of land.

In this condition, allotment of land includes a public road and any other public place.

29. The construction site is to be adequately protected and drainage controlled to ensure that erosion and sediment movement is kept on your site. Construction sites without appropriate erosion and sediment control measures have the potential to pollute the waterways and degrade aquatic habitats. Offenders will be issued with an 'on the spot' fine under the Protection of the Environment Operations Act 1997

Note: Erosion and sediment control measures prepared in accordance with the Erosion and Sediment Control Regional Policy and Code of Practice or Managing Urban Stormwater – Soils and Construction produced by Landcom 2004, need to be maintained at all times. A copy of Landcom 2004 bluebook may be purchased by calling (02) 98418600.
30. A "KEEP PORT STEPHENS WATERWAYS POLLUTION FREE" sign shall be displayed and be clearly visible from the road frontage for public viewing on the site at the commencement of works and remain in place until completion of the development. Signs are available from Port Stephens Council.
31. Prior to the commencement of work, provide a 3m wide all weather vehicle access from the kerb and gutter to the building under construction for the delivery of materials & trades to reduce the potential for soil erosion. Sand shall not be stockpiled on the all weather vehicle access.
32. All stockpiled materials shall be retained within the property boundaries. Stockpiles of topsoil, sand, aggregate, spoil or other materials shall be stored clear of the all weather vehicle access and drainage lines.
33. The development shall take place in accordance with the stated values of the energy efficiency scorecard or NatHERS assessment and/or the BASIX certificate submitted with the application. **Prior to the issue of any occupation certificate** an appropriately qualified person shall certify compliance with these requirements, as applicable.
34. The Principal Certifying Authority shall only issue an occupation certificate when the building has been constructed in accordance with the approved plans, specifications and conditions of consent. No occupational use is permitted until the Principal Certifying Authority issues an occupation certificate. NOTE: If an accredited certifier approves occupation of a dwelling the accredited certifier is to immediately notify Council in writing.
35. **Prior to occupying the approved dwelling(s)**, contact Council's Land Information Section on 49800357 to obtain the correct house numbering. Be advised that any referencing on Development Application plans to house or lot numbering operates to provide identification for assessment purposes only.
36. The development shall be carried out in accordance with the Building Sustainability Index (BASIX) certificate number 115248M. Where minor changes to the development occur (eg colours and the like)

these changes shall be referred to Council **prior to the changes being made.**

Where approved, a copy of the amended/new BASIX Certificate shall be submitted to Council within fourteen days and will be considered sufficient to satisfy this condition.

37. A fire safety schedule pursuant to Section 168 of the Environmental Planning & Assessment Amendment Regulation 2000 must be attached to the construction certificate, which specifies the fire safety measures that should be implemented in the building premises.
38. A fire safety certificate as prescribed by Section 174 Environmental Planning & Assessment Regulations 2000 which certifies the performance of the implemented fire safety measures in accordance with Section 170 of the Regulation must be submitted to the Principal Certifying Authority and the Commissioner of New South Wales Fire Brigades. A copy of fire safety certificate needs to be forwarded to Council, If Council is not nominated as the Principal Certifying Authority. A further copy of the certificate must also be prominently displayed in the building.
39. At least once in each twelve (12) month period, fire safety statements as prescribed by Section 175 Environmental Planning & Assessment Regulations 2000 in respect of each required essential fire safety measure installed within the building are to be submitted to Council. Such certificates are to state that:
 - a) The service has been inspected and tested by a person (chosen by the owner of the building) who is competent to carry out such inspection and test; and
 - b) That the service was or was not (as at the date on which it was inspected and tested) found to be capable of operating to a standard not less than that specified in the fire safety schedule for the building.
40. This application has not been assessed for compliance with the Building Code of Australia.
41. All building work must be carried out in accordance with the provisions of the *Building Code of Australia*.
42. Where no sanitary facilities currently exist onsite for construction workers toilet accommodation for all tradespersons shall be provided from the time of commencement until the building is complete. The toilet facilities shall be located so as to have minimal impact of adjoining properties and shall not be placed on the road reserve, without separate approval from Council.
43. Construction work that is likely to cause annoyance due to noise is to be restricted to the following times:-
 - * Monday to Friday, 7am to 6pm;
 - * Saturday, 8am to 1pm;
 - * No construction work to take place on Sunday or Public Holidays.

When the construction site is in operation the L_{10} level measured over a period of not less than 15 minutes must not exceed the background by more than 10dB(A). All possible steps should be taken to silence construction site equipment.

44. It is the responsibility of the applicant to erect a PCA sign (where Council is the PCA, the sign is available from Council's Administration Building at Raymond Terrace or the Tomaree Library at Salamander Bay free of charge). The applicant is to ensure the PCA sign remains in position for the duration of works.

ADVICES

The following general information is provided to assist you with the preparation and prompt processing of your **Construction Certificate** where such application is made to Council.

- a) Plans in respect of an application for a Construction Certificate must be submitted to the Hunter Water Corporation for checking & stamping prior to application for the Construction Certificate being made.
- b) In the case of residential building work, prior to commencement of work submit to Council or a private certifying authority a copy of the contract of insurance under Part 6 of the Home Building Act 1989 (specific for the building work the subject of this approval) and builders licence details. (Or alternatively present to Council a copy of an Owner Builders Permit issued by the Department of Fair Trading.)
- c) If the value of the work is \$25,000 or more, you will need to pay a levy to the Long Service Corporation **prior to issue of the construction certificate**. You can either pay the Long Service Levy Corporation direct and show us your receipt OR you can pay us and we'll send your money to them.

Note: Owner builders can ask for a reduction in the levy. For more details contact the Long Service Corporation, Locked Bag 3000, CCDS, Lisarow 2252, phone 131441.

- d) Access to an adjoining property for construction & maintenance work requires the owner(s) consent. It is the responsibility of the owner/applicant to ensure that no part of the structure encroaches onto the adjoining property. The adjoining property owner can take legal action to have an encroachment removed.
- e) Should any aboriginal site or relic be disturbed or uncovered during the construction of this development, all work shall cease and the **National Parks and Wildlife Service** shall be consulted. Any person who knowingly disturbs an aboriginal site or relic is liable to prosecution under the **National Parks and Wildlife Act 1974**.
- f) The developer is responsible for full costs associated with any alteration, relocation or enlargement to public utilities whether caused directly or indirectly by this proposal. Such utilities include water, sewerage, drainage, power, communication, footways, kerb and gutter.

SCHEDULE 3 – APPROVED PLANS AND DOCUMENTATION

Statement of Environmental Effects prepared by Paul Sinclair & Associates dated 26/3/07
Stamped plans prepared by Paul Sinclair and Associates. Drawing 0611.DA1'A', 0611.DA2'A', 0611.DA3'A', 0611.DA5 all dated 19/10/07, 0611.DA4 dated 13/3/07

SCHEDULE 4

REASONS FOR CONDITIONS

The conditions to approval are made in accordance with Section 80A of the Environmental Planning and Assessment Act, 1979; and are consistent with the aims and objectives of: Council's Tree Preservation Order; and the provisions of the Port Stephen's Local Environmental Plan 2000 and ensure compliance with the Local Government Act and Building Code of Australia.

FEES AND CHARGES

The fees and charges relating to this application are outlined on the attached sheet. **All** payments must be accompanied by this sheet.

RIGHT OF APPEAL

Section 97 of the Act confers on an applicant who is dissatisfied with the determination of a consent authority a right of appeal to the Land and Environment Court. This right of appeal is only valid for 12 months from the date of the consent.

NOTES:

- (1) To ascertain the date upon which the consent becomes effective refer to Section 83 of the Act.
- (2) To ascertain the extent to which the consent is liable to lapse refer to Section 95 of the Act.

Telephone Inquiries:
MR L W ALLEN
File No:
16-2007-42-1
Parcel No: 5755

MEA PROPERTIES PTY LTD
301 HOMER STREET
EARLWOOD NSW 2206

Dear Sir/Madam,

I am pleased to advise you of Council's consent in respect of your proposed Development.

Please note that the consent does NOT give approval to commence construction. Building works may only commence once a **Construction Certificate** has been issued.

You may find that a number of conditions apply to your development. These conditions are to help you in ensuring that your development will comply with applicable codes and policies to provide a safe and environmentally responsible development. **Please read your consent carefully.**

If you have any questions about the consent or any other related matter please direct your initial inquiry to the Customer Support Section of Council's Sustainable Development Department on (02) 4980 0115. Customer Support will ensure your inquiry is directed to the appropriate officer.

Yours faithfully

Leonard Allen
SENIOR DEVELOPMENT PLANNER

Phone: 49800105 (9.00am – 12.00 noon)

leonard.allen@portstephens.nsw.gov.au

lwa:kjp

DA TRACKER

Development & Building has been listening to your suggestions for improvement. Council has now launched its On-line Application Tracking System and a revised Website so you can access key information, forms and application updates anytime, 24 hours, 7 days a week. Council welcomes your feedback on these new initiatives. Email council@portstephens.nsw.gov.au or write to The Manager Development & Building, Port Stephens Council, PO Box 42, Raymond Terrace NSW 2324

SALES INSPECTION REPORT AND EXCLUSIVE AGENCY AGREEMENT AND CONTINUING AGENCY

The Property and Stock Agents Act 2002 (NSW) and Regulation require all agents' instructions to be in the form of a written agreement.

SALES INSPECTION REPORT

PARTIES

Principal

MAGNUS BAY GROUP PTY LTD		
ABN / ACN	ACN 654 347 681	GST Registered <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Address		Postcode
Phone: Work	Home	Mobile 0418 214 149 (Tony)
Email* (see note) tony.taouk1@hotmail.com		

ABN / ACN	GST Registered <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		Postcode
Phone: Work	Home	Mobile
Email* (see note)		

* **Note:** By including your email address, you consent to service of any documents, including this agreement and any documents required to be served under or because of this agreement, by way of email.

Note: If there are more than two principals that are individuals or if there is more than one principal that is a corporation, then an Additional Principal Annexure needs to be included in this agreement and completed.

Agent

Port Stephens Real Estate Office Pty Ltd		
Licensee's Licence No.** (see note) 10061567		
ABN / ACN	98 618 546 624	GST Registered <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Trading as PRD Port Stephens		
Business address PO Box 108		Postcode 2317
Phone: Work	02 4984 2000	Mobile 0418 885 262
Email*** (see note) AlexH@prdportstephens.com.au		

** **Note:** If the Agent trades as a corporation the licensee's licence number is the corporation's licence number.

*** **Note:** By including your email address, you consent to service of any documents, including this agreement and any documents required to be served under or because of this agreement, by way of email.

Note: If the Agent consists of more than one person or legal entity, then a Joint Agent Annexure needs to be included in this agreement and completed.

NOTIFICATION TO CONVEYANCER / SOLICITOR

Use "FastTrack" in REI Forms Live or scan the QR code to notify the conveyancer/solicitor of the listing.



PROPERTY

Address of Property for Sale

Units 1,2,3,4,5,6,7,8 / 53 Magnus Street, Nelson Bay NSW Postcode 2315

Description of the Property and other details required to readily identify the Property

Off the plan sales of proposed 8 unit complex. 4 x 2 bedroom & 4 x 3 bedroom apartments.

Inclusions (including any fixtures and fittings)

blinds curtains insect screens stove range hood fixed floor coverings solar panels
 built-in wardrobes dishwasher light fittings pool equipment clothes line TV antenna
 Others

Covenants / easements / defects / local government notices / orders as specified in the contract for sale, if known

Offered: with vacant possession subject to existing tenancies

Terms and conditions of sale known to the Agent, including Special Conditions (if any) as specified in the contract for sale

Refer to Clauses 4 & 5 regarding special instructions about the marketing and showing of the Property.

PRICE

The Agent's opinion as to current estimated selling price or price range

Note: This opinion is not to be construed as a valuation and if a price range is used then the highest price in the price range must not be more than 10% higher than the lowest price in the price range.

The Principal instructs the Agent to market the Property (including GST, if any) at:

Note: The price at which the Property is marketed cannot be less than the Agent's current estimated selling price for the Property.

The Agent's recommended method of sale

PRINCIPAL'S SOLICITOR CONVEYANCER

Firm
 Name of Solicitor/Conveyancer
 Address 1. Business
 2. Address for Service of Documents
 Phone: Work : Mobile Email

DATE REPORT WAS PREPARED:

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Agent / Authorised Representative	Name of Signatory	Date
	Alex Haxton	20.7.23

Note 1: This part of the agreement may be signed by an assistant agent.

Note 2: If the Agent consists of more than one person or legal entity, then a Joint Agent Annexure needs to be included in this agreement and completed.

EXCLUSIVE AGENCY AGREEMENT

Agency Period

1. In consideration of the Agent promising to use their best endeavours to sell the subject Property, the Principal hereby grants to the Agent exclusive selling rights of the Property for a period from / / 2023 to / / 2023 inclusive now called the "Exclusive Agency Period".
2. i In addition to the exclusive selling rights granted to the Agent under Clause 1, the Principal also grants to the Agent non-exclusive selling rights of the Property commencing on the expiry of the Exclusive Agency Period specified in Clause 1 and until such time as either the Property is sold or this agreement is terminated by either party giving notice in writing, but without prejudice to either party's rights accrued or obligations incurred prior to the effective termination, now called the "Continuing Agency Period".
- ii If the Exclusive Agency Period is for a fixed term exceeding 90 days, then the Principal can terminate this agreement without penalty at any time after the end of the first 90 days by giving 30 days' notice in writing (this clause does not apply where the contract for sale provides for the construction by the Principal of a dwelling on the Property).

Agent's Remuneration

3. i The Agent shall be entitled to a fee of (GST incl.) if during the Exclusive Agency Period the Property is sold either:
 - (a) by the Agent; (b) by any other agent; or (c) by the Principal.
- ii The Agent shall be entitled to a fee at the agreed amount if at any time following the expiration of the Exclusive Agency Period the Principal enters into a contract for the sale of the Property with a purchaser effectively introduced to the Principal or the Property during the Exclusive Agency Period by the Agent, by any other agent or by the Principal.
- iii The Agent shall be entitled to a fee at the agreed amount if during the Continuing Agency Period the Agent effectively introduces to the Principal or the Property a purchaser who subsequently enters into a binding contract.
- iv The Agent's fee is calculated on the selling price. If the sale is subject to GST then the Agent's fee is calculated on the GST inclusive selling price.
- v The Agent's remuneration in the event of a sale at the Agent's estimate of selling price would equate to (GST incl.)
- vi The fee to which the Agent is entitled shall be due and payable upon demand:
 - (a) on completion of the sale; or
 - (b) if the sale is not completed owing to the default of the Principal after the parties have entered into a binding contract; or
 - (c) if after the entering into of the contract the Principal and the purchaser mutually agree not to proceed with the contract; or
 - (d) upon the termination of the contract by the Principal if the sale is not completed owing to the default of the Purchaser and the fee is the same or less than the amount of the deposit which is forfeited to the Principal.

IMPORTANT—This is an exclusive agency agreement. This means you may have to pay the agent commission even if—
 (a) you or another agent sells the property, or
 (b) another agent introduces a buyer who later buys the property.
WARNING—Have you signed an agency agreement for the sale of this property with another agent? If you have, and if either this agreement or the other agreement you have signed is a sole agency agreement or an exclusive agency agreement, you may have to pay 2 commissions.

WARNING—The term immediately above provides that a commission is payable under this agreement even if the sale of the property is not completed.

Inspection

4. Unless otherwise instructed by the Principal, any prospective purchaser is entitled to inspect the Property in the following circumstances:

Promotional Activities

5. The sale of the Property is to be advertised and/or otherwise promoted
 as per the attached schedule OR not advertised
 OR as follows:

For Sale Sign: Permission is hereby granted for the Agent to erect "For Sale" signage Yes No

It is acknowledged that the Agent is not responsible for any liability, damages or injuries incurred as a result of the erection of the signage.

EXCLUSIVE AGENCY AGREEMENT

Services, Charges and Expenses

6. The Agent shall perform the following services and be entitled to reimbursement of the following charges and expenses incurred by them:

Service	Amount	When due and payable by the Principal
Marketing	\$ 7,834.00	on commencement
	\$	
	\$	
	\$	
	\$	
TOTAL amount of expenses or charges the Agent expects to incur and for which the Agent is entitled under this agreement to be reimbursed (incl GST where applicable).	\$	

Variation of Services, Charges and Expenses

7. The services to be provided by the Agent and any charges or expenses payable by the Principal to the Agent pursuant to this agreement cannot be varied except as agreed by the Principal in writing.

Deposit

8. It is agreed that all monies paid by the purchaser as deposit monies shall be held by the Agent in trust as stakeholder pending completion. If the Agent consists of more than one person or legal entity, then the Agent specified on page 1 shall hold the deposit monies as stakeholder pending completion.

Authority to Deduct

9. If any money is received by the Agent on behalf of the Principal, then the Principal authorises the Agent to deduct all of the Agent's fees, expenses and charges set out in this agreement before accounting to the Principal or the Principal's solicitor / conveyancer.

Payment to Principal

10. If money held by the Agent becomes due to the Principal, then the Principal directs the Agent to pay that money by:

Cheque Yes No Electronic Funds Transfer (EFT) Yes No

If by EFT: Account Name

BSB Account No.

Financial Institution Taxes or Deductions

11. The Agent shall be entitled to be reimbursed for any taxes or deductions debited by banks or other financial institutions against the Agent's account that are attributable to the affairs of the Principal.

Contract for sale

12. Where the Property is residential property (as defined in Division 8 of Part 4 of the *Conveyancing Act 1919*(NSW)), the Agent cannot act on behalf of the Principal in respect of the sale of the Property unless the Agent has a copy of the proposed contract for sale in respect of the Property available for inspection.

13. The Agent is not authorised to enter into or sign a contract for sale on behalf of the Principal.

Conjunction

14. Unless otherwise instructed, the Agent is authorised to utilise the services of other licensed agents to act in conjunction with the Agent in order to perform the duties and services set out in this agreement (including, without limitation, to effect a sale) but only one fee is payable.

Limit of Agent's Services

15. The Agent does not undertake to perform any other services in connection with the sale.

GST

- 16. i Any amounts referred to in this agreement which are payable by the Principal to the Agent in respect of services provided by the Agent under this agreement, including reimbursement of expenses, are expressed inclusive of the Goods and Services Tax ("GST"), at the rate of 10% (the current rate). If the current rate is increased or decreased, the parties agree that any amounts referred to in this agreement will be varied accordingly.
- ii The parties agree that the time of supply for GST purposes shall be the completion date of the sale.

Agent's Indemnity, Liability and Release

17. The Principal will hold harmless and keep indemnified the Agent against, and release the Agent from, all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the Agent in the course of or arising out of the proper performance or exercise of any of the powers, duties or authorities of the Agent under this agreement.

SALES INSPECTION REPORT AND EXCLUSIVE AGENCY AGREEMENT AND CONTINUING AGENCY

The *Property and Stock Agents Act 2002* (NSW) and Regulation require all agents' instructions to be in the form of a written agreement.

EXCLUSIVE AGENCY AGREEMENT

Financial, Investment, Taxation and Other Advice

18. WARNING: The Principal acknowledges that any financial, investment, taxation or other advice provided by the Agent to the Principal is of a general nature only whose preparation does not take into account the individual circumstances, objectives, financial situation or needs of the Principal. The Principal is advised to consult with their own independent financial, investment and/or taxation advisor or other appropriately qualified expert.

Material Fact

19. i The Principal warrants that the Principal has supplied the Agent in writing with all the relevant details and information pertaining to all the material facts in respect of the Property and will keep the Agent updated in writing of any changes to material facts.
- ii The Principal acknowledges that the *Property and Stock Agents Act 2002* (NSW) requires the Agent to disclose all material facts to prospective and actual purchasers.
- iii The Principal directs the Agent to disclose all of the material facts provided in writing by the Principal to the Agent to all prospective and actual purchasers of the Property.
- iv In this clause "material fact" means a material fact of a kind prescribed for the purposes of section 52(1)(b) of the *Property and Stock Agents Act 2002* (NSW).

Privacy

20. i The *Privacy Act 1988* (Cth) (the **Privacy Act**) allows certain information collected, held, used and disclosed for the purposes which it was collected as notified to users, and otherwise in accordance with the Privacy Act.
- ii This clause outlines how the Agent collects, holds, uses and discloses the Principal's personal information (as that term is defined in the Privacy Act). This clause only applies to the extent the Agent collects, holds, uses and discloses personal information.
- iii The Agent may collect, hold, use and disclose personal information the Principal provides the Agent in connection with this agreement or collected from other sources for the following purposes: (a) identifying and verifying the Principal and the Property; (b) acting on behalf of the Principal in accordance with this agreement; (c) where applicable, advertising, promoting and, otherwise, marketing the Property for sale; (d) negotiating any prospective sale of the Property; (e) liaising and exchanging information with the Principal, the ultimate purchaser, prospective purchasers and each of their legal and other advisors in relation to or in connection with any sale of the Property (including with respect to the contract for sale); (f) complying with this agreement, any applicable law and any dispute resolution process; (g) managing, serving and signing (or arranging signing of) this agreement and managing any sale of the Property (including assisting with the exchange of the contract for sale and the preparation of any required statements of account); and (h) contacting and liaising with third parties (including, without limitation, goods and services providers and insurers) and to provide those third parties with the Principal's personal information.
- iv If the personal information outlined in this agreement or requested by the Agent is not provided by the Principal, the Agent may not be able to act on behalf of the Principal effectively or at all. The Agent may also not be able to discharge its obligations in this agreement. It is impracticable for the Agent to deal with a Principal who has not identified him, her or itself or used a pseudonym.
- v Personal information collected about the Principal may be disclosed by the Agent for any of the purposes for which it was collected (as outlined above) to other parties including actual or prospective purchasers, the legal and other advisors of the Agent, Principal, purchaser and/or prospective purchasers, and any agent (if applicable), clients of the Agent both existing and potential, advertising and media organisations, property data service providers, valuers, parties engaged to evaluate the Property, owners' corporations, government and statutory bodies, financial institutions, REINSW (which provides technical and other assistance to the Agent to effect the matters set out above) and other third parties (including, without limitation, goods and services providers and insurers), government agencies, courts, regulatory bodies, and law enforcement agencies, or as required, authorised or permitted by any applicable law.
- vi The Agent may also use the Principal's information including personal information for marketing and research purposes to inform the Principal of products and services provided by the Agent, which the Agent considers may be of value or interest to the Principal, unless the Principal tells the Agent (by ticking the box below) or has previously told the Agent not to.
- vii If the Principal **does not** wish to receive any information about such products and services then please tick this box: or otherwise notify the Agent using the Agent's contact details set out earlier in this agreement.
- viii The Principal has the right to request access to any personal information held by the Agent which relates to it, unless the Agent is permitted by law (including the Privacy Act) to withhold that information. The Principal also has the right to make a complaint about the way in which the Agent has handled the Principal's personal information or that the Agent may have breached this clause or the Privacy Act. The Principal also has the right to request the correction of any personal information which relates to the Principal that is inaccurate, incomplete or out-of-date.
- ix Any requests for access to the Principal's personal information or any complaints should be made in writing to the Agent at the contact details included in this agreement.
- x The Agent may charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information).
- xi The Agent will take reasonable precautions to protect the personal information it holds in relation to the Principal from misuse, loss, unauthorised access, modification or disclosure.
- xii The Agent may disclose the Principal's personal information outside of Australia. In doing so, the Agent will take reasonable steps that are reasonable in the circumstances to ensure that any overseas recipient will deal with such personal information in a way that is substantially similar to, or consistent with, the way in which the relevant Australian Privacy Principles in the Privacy Act protects such personal information.
- xiii By signing this agreement, the Principal: (a) acknowledges that it has read, understands and accepts the terms of this clause; and (b) provides express permission to the Agent to collect, hold, use and disclose personal information in the manner described in this clause.

EXCLUSIVE AGENCY AGREEMENT

Disclosure of Rebates, Discounts, Commissions or Benefits

21. In respect of any expenses to be incurred by the Principal or the Agent on behalf of the Principal pursuant to this agreement or if the Agent refers a person to a non-independent service provider, the Agent discloses that the Agent may receive, or expects to receive, the following rebates, discounts, commissions or benefits from third parties as specified below or as notified by the Agent to the Principal in writing from time to time after the date of this agreement:

Name of Third Party	Nature of relationship with Third Party	The nature and value of all rebates, discounts, commissions or benefits
NIL	NIL	\$ NIL
		\$
		\$
		\$

If no rebate, discount, commission or benefit, write "nil".

Principal's Authority

22. The Principal warrants that the Principal has authority to enter into this agreement.

Service and Signing

23. The Principal acknowledges being served with a copy of this agreement.
24. If the Agent causes this agreement to be electronically served on and/or signed by the Principal by way of electronic communication (including the use of a third party platform to facilitate the service and signing of this agreement), the Principal agrees that the Principal's electronic signature and initials created for the purpose of signing this agreement will be the electronic representation of the Principal's signature and initials for all purposes when the Principal electronically signs this agreement, just the same as a pen-and-paper signature or initial.
25. The Principal acknowledges that by signing this agreement the Principal is denied the right to sell the Property without paying a fee.

Warranty

26. The Principal warrants that all information provided by it to the Agent and in this agreement is true, correct and complete and that the Agent can rely on the information provided. The Principal agrees to keep the Agent updated, in writing, of any changes to such information to ensure that it remains up-to-date and accurate at all times.

Work, Health and Safety

27. The Principal acknowledges that, at all material times:
- i the Principal has sole management and control of the Property listed for sale, to the exclusion of the Agent;
 - ii the Agent acts under the direction, management and control of the Principal to facilitate the real estate transaction between the Principal and the purchaser; and
 - iii the Principal is the person conducting a business or undertaking for the purposes of all work, health and safety laws, regulations and other requirements.
28. The Principal acknowledges, so far as reasonably practicable, that the Principal has thoroughly inspected the Property prior to sale and that the Property is:
- i without risk to health and safety Yes No
- OR
- ii subject to the defects and risks outlined in the contract for sale Yes No

Joint and Several

29. If a party consists of more than one person or legal entity, this agreement binds them jointly and each of them severally. Also, unless the context requires otherwise, a reference in this agreement to a party consisting of more than one person or legal entity includes a reference to any one or combination of them.

Annexure

30. In the interpretation and application of this agreement, a reference to an annexure is a reference to an annexure to this agreement and a reference to this agreement includes any such annexure.

Consumers' Guide

31. The Principal acknowledges that they have been given a copy of the consumers' guide "Agency Agreements for the Sale of Residential Property" prior to signing this agreement Yes No If Yes, date it was provided / /

EXCLUSIVE AGENCY AGREEMENT

Cooling-Off Period:

COOLING-OFF PERIOD—You (the vendor) have a cooling-off period for this agreement. If you do not wish to continue with this agreement, you can cancel it until 5pm on—

- (a) the next business day, or
- (b) for an agreement signed on a Friday—the Saturday immediately after.

Have you waived the cooling-off period in writing? Yes No

PRINCIPAL

If Principal is an individual

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Principal/
 Authorised Representative

Date

Signature of Principal/
 Authorised Representative

Date

--	--

--	--

Name of Signatory

--

Name of Signatory

--

Authority of Signatory (delete whichever is not applicable)

Power of Attorney / Authority Letter
 (attach a copy)

Authority of Signatory (delete whichever is not applicable)

Power of Attorney / Authority Letter
 (attach a copy)

Note 1: The "Authority of Signatory" box above only needs to be completed if the signatory is an Authorised Representative of the Principal signing this agreement on behalf of the Principal. If so, please attach either a copy of the power of attorney or authority letter.

Note 2: If there are more than two principals that are individuals, then an Additional Principal Annexure needs to be included in this agreement and completed.

If Principal is a corporation (to be signed by 2 directors, or 1 director and 1 secretary, or sole director and sole secretary, or authorised officer or Attorney)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

EXECUTED for and on behalf of MAGNUS BAY GROUP PTY LTD ACN 654 347 681

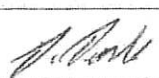
pursuant to section 127 of the Corporations Act 2001 (Cth):

Signature of Director / Secretary /
 Authorised Representative

Date

Signature of Director / Secretary /
 Authorised Representative

Date

	20/7/23
---	---------

--	--

Name of Signatory

Tony Taouk

Name of Signatory

Authority of Signatory (delete whichever is not applicable)

Director / Secretary / Authorised Officer /
 Attorney (attach a copy of Power of Attorney
 if applicable)

Authority of Signatory (delete whichever is not applicable)

Director / Secretary / Authorised Officer /
 Attorney (attach a copy of Power of Attorney
 if applicable)


Note: If there is more than one principal that is a corporation, then an Additional Principal Annexure needs to be included in this agreement and completed.

AGENT

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Agent / Authorised Representative Name of Signatory

Date

	Alex Haxton	1.8.23
---	-------------	--------

Note 1: This part of the agreement MUST NOT be signed by an assistant agent.

Note 2: If the Agent consists of more than one person or legal entity, then a Joint Agent Annexure needs to be included in this agreement and completed.

NOTIFICATION TO CONVEYANCER / SOLICITOR

Use "FastTrack" in REI Forms Live or scan the QR code to notify the conveyancer/solicitor of the listing.



53 Magnus Street Nelson Bay NSW 2315

Shads file No.	Lot /Unit	Purchaser's Name	Exchange Date	Price	Deposit	Depositholder	Deposit Type	Rebates etc	Sunset Date	Amendments/ Special Conditions	FIRB
102284	1	George Geagea	20/12/24	\$890,000	\$89,000	Shad - invested	cash	n/a	30/11/2026		n/a
102177	2	Stephen John Livingstone	25/03/24	\$800,000	\$80,000	Shad - invested	cash	n/a	30/11/2026		
	3										
102285	4	George Geagea	20/12/24	\$900,000	\$90,000	Shad - invested	cash	n/a			
	5								30/11/2026		
102344	6	Jayden Carr	31/07/24	\$2,450,000	\$122,500	Shad	cash	n/a	30/11/2026	double power point in allocated car spaces	
				\$5,040,000							

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/388255

SEARCH DATE	TIME	EDITION NO	DATE
9/6/2026	4:20 PM	9	3/12/2021

LAND

LOT 2 IN DEPOSITED PLAN 388255
 LOCAL GOVERNMENT AREA PORT STEPHENS
 PARISH OF TOMAREE COUNTY OF GLOUCESTER
 TITLE DIAGRAM DP388255

FIRST SCHEDULE

MAGNUS BAY GROUP PTY LTD (T AR685110)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
 CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 C947274 COVENANT

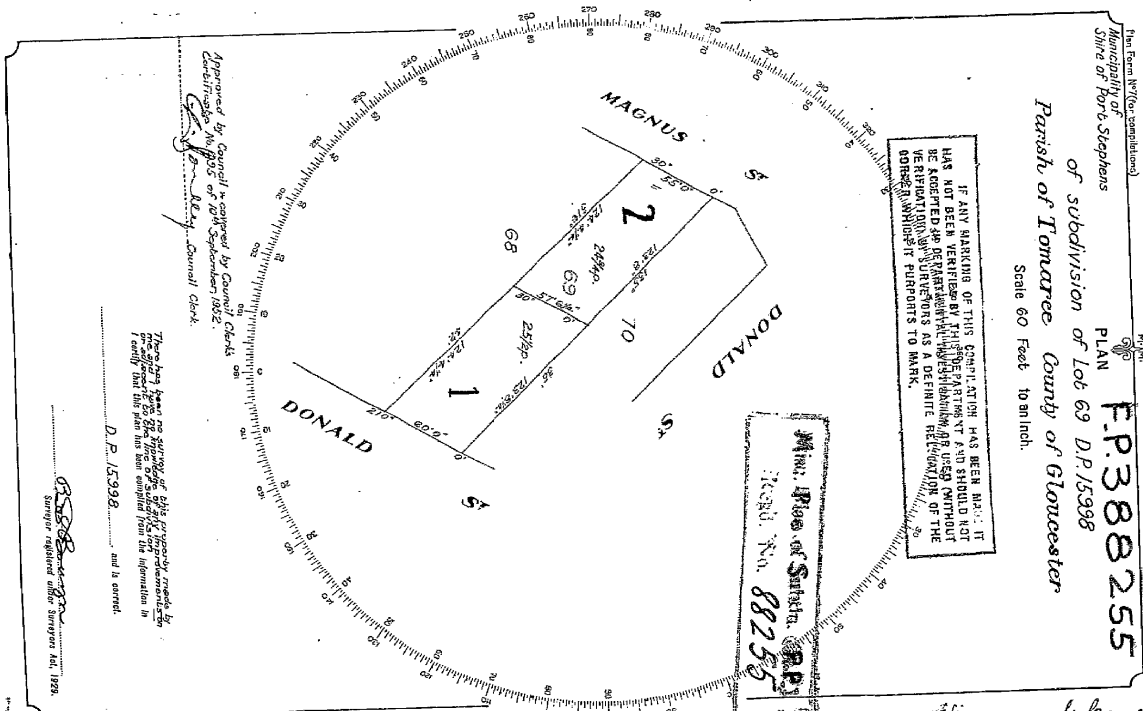
NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

G129494

G 129494



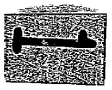
This is the plan marked "A" referred to in Memorandum of Transfer
 Dated 2nd August 1924

Signatures of parties to be made in this margin.

LOT NUMBERS ADDED IN REGISTRAR GENERAL'S OFFICE.

1486 10/9/54

I, Bruce Richard Dowling, Registrar General for New South Wales, certify that the above plan is a true and correct copy of the original plan as shown to me in my custody, this 2nd day of April, 1979



CONVERSION TABLE ADDED IN DEPARTMENT OF LANDS			
DP 188255			
FEET INCHES	METRES	AC RD P	SQ M
55	16.764	-	626
57	17.332	- 24 3/4	645
60	18.288	- 25 1/2	
123	37.594		
124	37.703		



OCT 21 11 25 7

MEMORANDUM OF TRANSFER

REGISTRY ACT, 1900.

C947274

B 20 9 40 K

FEEs —
 Lodgment ...
 Endorsement ...
 Certificate ...
 1 Oct 1940



(If this must not be done in the transfer.)

PERPETUAL TRUSTEE COMPANY (LIMITED)

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

being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of FIFTY FIVE POUNDS (£55.0.0) (the receipt whereof is hereby acknowledged) paid to it by IRENE HENRIETTA DODD the wife of Herbert James Dodd of Stockton

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

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

c 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.

-County-	-Parish-	Reference to Title (c)			Description of Land (if part only). (d)
		-Whole or Part-	-Vol-	-Fol-	
Gloucester	Tomaree	Part	4865	7	Part being Lot 69 on Deposited Plan No.15998.

d If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot sec. D.P." or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol. Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

And the transferee covenants with the transferor in terms of annexure "A" hereto.

e Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-1939. 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. If the space provided is insufficient a form of annexure should be used.

ENCUMBRANCES, &c., REFERRED TO.

Reservations of Minerals contained in Crown Grant.

THIS SPACE IS RESERVED FOR THE REGISTRATION OF THIS INSTRUMENT.

Signed at Sydney the seventeenth day of September 1940.

f If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Comptroller for Affidavits, to whom the Transferor is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the event of need. As to instruments executed elsewhere, see page 2.

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME
 The Seal of the PERPETUAL TRUSTEE COMPANY (LIMITED)
 was hereto affixed by order of the Board of Directors in the presence of
 Signed [Signature] Secretary.

[Signature] Transferor.

g Repeat attestation if necessary.

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

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME
W.S. Cooper
J.W. Cooper

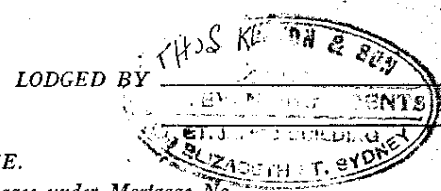
Irene H. Dodd
 Transferree.
Irene H. Dodd

i 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.

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.

15371

No. **C947274**



LODGED BY

CONSENT OF MORTGAGEE.

I, _____ mortgagee 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 _____ } Mortgagee.
 Signed in my presence by _____ }
 who is personally known to me. }

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

1 This form is not appropriate in cases of delegation by trustees.

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

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.

3 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.

INDEXED
 G.D.C.1040 MEMORANDUM OF TRANSFER of
 BY _____
 CHECKED BY _____
 Acres _____ rods _____ perches.
 69 D.P. 15998
 (Magnus & Co)
 Shire _____
 Municipality _____
 Parish _____ County _____
 (Subject to covenant)
 Irene Henrietta Dodd Transferree.

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

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

Particulars entered in Register Book, Vol. 5197 Fol. 16
 the 6th day of December 1940,
 at _____ minutes— 10 o'clock in the fore noon
 _____ Registrar-General

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch...		
Received from Records...		15/12
Draft written ...		10.12.40
Draft examined...		10.12.40
Diagram prepared		16.12.40
Diagram examined		17.12
Draft forwarded		17.12
Supt. of Engrossers		19/12
Cancellation Clerk		
Vol. 5197 Fol. 16		
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 Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

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

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issuing upon a Transfer on sale for a consideration of not more than £1,000, and 1/1 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.

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.

"A"

Annexure to Memorandum of Transfer dated Seventeenth day of September 1940.

Perpetual Trustee Company (Limited) Transferror.
Irene Henrietta Dodd. Transferee.

The transferee for herself her executors administrators and assigns hereby for the benefit of the adjoining land being Lots 68 and 70 on Deposited Plan No. 15998 but only during the ownership thereof by the transferror its successors and assigns other than purchasers on sale covenants with the transferror its successors and assigns that no fences shall be erected on the land hereby transferred to divide it from the adjoining land without the consent of the transferror its successors or assigns but such consent shall ^{not} be withheld if such fence is erected without expense to the transferror its successors or assigns and in favour of any person dealing with the transferee or her assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected and it is hereby declared for the purposes of Section 88 of the Conveyancing Act 1919-1938.

- (a) The land to which the benefit of the said covenant is appurtenant is Lots 68 and 70 on Deposited Plan No. 15998.
- (b) The land which is subject to the burden of the said covenant is the land hereby transferred.
- (c) The person having the right to release or modify the said covenant is the transferror.
- (d) The person whose consent to the release variation or modification of the said covenant is stipulated for is the transferror.

THE COMMON SEAL

The Seal of the PERPETUAL TRUSTEE COMPANY (LIMITED) was hereto affixed by order of the Board of Directors in the presence of

[Signature]
Secretary

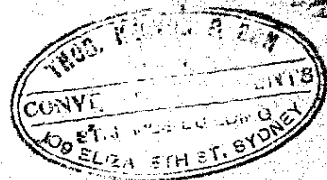
[Signature]
[Signature]

Signed in my presence by the said IRENE HENRIETTA DODD who is personally known to me:

Irene H. Dodd.

W.S. Broff
J. W. Cox

Irene H. Dodd.



Mackenzie & Co

**PLANNING CERTIFICATE PURSUANT TO
SECTION 10.7 ENVIRONMENTAL PLANNING
AND ASSESSMENT ACT 1979**

APPLICANT DETAILS:

**INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001**

Reference: 101559

Issue Date: 20/01/2026

PROPERTY DESCRIPTION:

**53 Magnus Street NELSON BAY NSW 2315 Parcel No: 5755
LOT: 2 DP: 388255**

Disclaimer

Information contained in this certificate relates only to the land for which this certificate is issued on the day it is issued. This information is provided in good faith and Council shall not incur any liability in respect of any such advice. Council relies on state agencies for advice and accordingly can only provide that information in accordance with the advice. Verification of the currency of agency advice should occur. For further information, please contact Council by telephoning (02) 4988 0255 or email plancert@portstephens.nsw.gov.au.

Title Information

Title information shown on this Planning Certificate is provided from Council's records and may not conform to information shown on the current Certificate of Title. Easements, restrictions as to user, rights of way and other similar information shown on the title of the land are not provided on this planning certificate.

Inspection of the land

The Council has made no inspection of the land for the purposes of this Planning Certificate.

PART A: INFORMATION PROVIDED UNDER SECTION 10.7(2)

Matters contained in this certificate apply only to the land on the date of issue.

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 development on the land.

State Environmental Planning Policies

The relevant chapters of each State Environmental Planning Policy that apply to the land are listed below:

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

State Environmental Planning Policy (Housing) 2021
All chapters

State Environmental Planning Policy (Sustainable Building) 2022
All chapters

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

State Environmental Planning Policy (Planning Systems) 2021
Chapter 2 State and regional development
Chapter 4 Concurrences and consents

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

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

State Environmental Planning Policy (Resources and Energy) 2021
Chapter 2 Mining, petroleum production and extractive industries

State Environmental Planning Policy (Transport and Infrastructure) 2021
Chapter 2 Infrastructure
Chapter 3 Educational establishments and childcare facilities

State Environmental Planning Policy (Resilience and Hazards) 2021
Chapter 3 Hazardous and offensive development
Chapter 4 Remediation of land
Chapter 2 Coastal management 2018

State Environmental Planning Policy (Biodiversity and Conservation) 2021
Chapter 2 Vegetation in non-rural areas

Chapter 4 Koala habitat protection 2021

Local Environmental Plan

Port Stephens Local Environmental Plan 2013

Development Control Plans

The name of each development control plan that applies to the carrying out of development on the land.

Port Stephens Development Control Plan 2025.

- (2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land (unless it has been more than 3 years since the end of the public exhibition period or if the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

Draft State Environmental Planning Policies

No draft State Environmental Planning Policies affect the site the subject of this Certificate.

Draft Local Environmental Plan

No draft Local Environmental Plans currently exist which affect the site the subject of this certificate.

Draft Development Control Plan

No draft development control plan applies to the carrying out of development on the land.

2. Zoning and land use under relevant planning instruments

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a State Environmental Planning Policy or proposed State Environmental Planning Policy).

a) The identity of the zone –

R3 Medium Density Residential

The land is zoned R3 Medium Density Residential under the provisions of Part 2 in the Port Stephens Local Environmental Plan 2013.

b) The purposes for which development in the zone –

ITEM 2 - May be carried out without development consent

Home occupations

ITEM 3 - May be carried out with development consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs, Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Hostels; Hotel or motel accommodation; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Serviced apartments; Seniors housing; Tank-based aquaculture; Water reticulation systems

ITEM 4 - Is prohibited

Pond-based aquaculture; Any development not specified in item 2 or 3

c) Additional permitted uses

No environmental planning instrument applies additional permitted use provisions to this land.

d) Development standards for the erection of a dwelling house

No development standard that fixes a minimum land dimension for the erection of a dwelling-house applies to the land.

e) Whether the land is an area of outstanding biodiversity value

No, the land is not identified in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*.

f) Whether the land is in a conservation area

The land is not located within a heritage conservation area under the Port Stephens Local Environmental Plan 2013.

g) Whether an item of environmental heritage is located on the land

The land is not identified as containing an item of environmental heritage significance under the provisions in Port Stephens Local Environmental Plan 2013.

3. Contributions Plans

(1) The name of each contributions plan applying to the land

Port Stephens Local Infrastructure Contributions Plan 2020

(2) The land is not in a special contributions area under the Act, Division 7.1.

Note. These documents specify development contributions required towards the cost of providing additional community services or facilities if a property is developed. They are available on request from Council or can be viewed www.portstephens.nsw.gov.au.

4. Complying Development

(1) Whether or not the land to which the certificate relates is land on which complying development may be carried out under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

Housing Code

Complying development under the General Housing Code MAY be carried out on the land.

Inland Code

Complying development under the Inland Code MAY be carried out on the land.

Rural Housing Code

Complying development under the Rural Housing Code MAY be carried out on the land.

Agritourism and Farm Stay Accommodation Code

Complying development under the Agritourism and Farm Stay Accommodation Code MAY be carried out on the land.

Pattern Book Development Code

Complying development under the Pattern Book Development Code MAY be carried out on the land.

Low Rise Housing Diversity Code

Complying development under the Low Rise Medium Density Housing Code MAY be carried out on the land.

Greenfield Housing Code

Complying development under the Greenfield Housing Code MAY be carried out on the land.

Housing Alterations Code

Complying development under the Housing Alterations Code MAY be carried out on the land.

General Development Code

Complying development under the General Development Code MAY be carried out on the land.

Industrial and Business Alterations Code

Complying development under the Commercial and Industrial alterations Code MAY be carried out on the land.

Industrial and Business Buildings Code

Complying development under the Commercial and Industrial (New Buildings and Additions) Code MAY be carried out on the land.

Container Recycling Facilities Code

Complying development under the Container Recycling Facilities code MAY be carried out on the land.

Subdivisions Code

Complying development under the Subdivision Code MAY be carried out on the land.

Demolition Code

Complying development under the Demolition Code MAY be carried out on the land.

Fire Safety Code

Complying development under the Fire Safety Code MAY be carried out on the land.

(2) If complying development may not be carried on the land under the above codes, it is because of the provisions of Clauses 1.17A(1)(c) to (e), (2), (3), or (4), 1.18(1)(c3) or 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Council is not in a position to ascertain the reason why complying development may not be carried out under the Policy. Contact Council's duty officer on (02) 4988 0255 for any enquiries relating to the reason why complying development may not be carried out on the land.

- (3) If the land is a lot to which the Housing Code, Rural Housing Code, Low Rise Medium Density Housing Code, Greenfield Housing Code, Housing Alterations Code, General Development Code, or Commercial and Industrial (New Buildings and Additions) Code (within the meaning of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* applies, complying development may be carried out on any part of the lot that is not affected by the provisions of clauses 1.17A(1)(c) to (e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of that Policy.
- (4) There are no variations to the exempt development codes under clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* in relation to the land.

5. Exempt development

- (1) Whether the land is on land which exempt development may be carried out under each of the exempt development codes under the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Division 1 General Code

Exempt development under the General Exempt Development Code MAY be carried out on the land.

Division 2 Advertising and Signage Code

Exempt development under the Advertising and Signage Code MAY be carried out on the land.

Division 3 Temporary Uses and Structures Code

Exempt development under the Temporary Uses and Structures Code MAY be carried out on the land.

Note: Clause 1.16(1)(c) specifies that exempt development must 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
Council does not have sufficient information to ascertain whether the land is listed on the State Heritage Register under the *Heritage Act 1977*, or subject to an interim heritage order under that Act.

Note: If the land is a lot to which the General Code, Advertising and Signage Code, and Temporary Uses Code (within the meaning of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*) applies, exempt development may be carried out on any part of the lot that is not affected by the provisions of clause 1.16(1)(b1)–(d) or 1.16A of that Polcy.

6. Affected building notices and building product rectification orders

- (1) Whether or not the council is aware that –

- a) There is any affected building notice in force in relation to the land

There is no affected building notice in force in respect of the land.

- b) A building product rectification order is in force in relation to the land that has not been fully complied with

No

- c) Any notice of intention to make a building product rectification order has been given in respect of the land and is outstanding.

No

Note: In this section, *affected building notice* has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4. *Building product rectification order* has the same meaning as in the *Building Products (Safety) Act 2017*.

7. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Section 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in Section 3.15 of the *Environmental Planning and Assessment Act 1979 (the Act)*.

The Port Stephens Local Environmental Plan 2013 DOES NOT provide for the acquisition of this land, or part thereof, by a public authority as referred to in Section 3.15 of the Act.

8. Road widening and road realignment

Council's records indicate that the land the subject of this Certificate is not affected by any road widening or road realignment under:- (a) Section 25 of the Roads Act 1993; or (b) any environmental planning instrument; or (c) any resolution of the council.

9. Flood related development controls information

No part of the land is within the flood planning area, or between the flood planning area and the probable maximum flood, and therefore IS NOT subject to flood related development controls.

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

Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk (other than flooding or bush fire).

Council HAS NOT adopted a policy or been notified of any adopted policy of another public authority, that restricts development on the land because of the likelihood of landslip, tidal inundation, subsidence, contamination, salinity or sea level rise.

Council DOES HAVE adopted policies or has been notified of adopted policies of another public authority on matters relating to the risk of acid sulfate soils, coastal hazards and aircraft noise.

The information below identifies any adopted policies that apply to the land:

Clause 7.1 Acid Sulfate Soils of the Port Stephens Local Environmental Plan 2013 applies to the land. Acid sulfate soil mapping can be viewed on the NSW Department of Planning, Housing and Infrastructure Spatial Viewer.

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

11. Bush fire prone land

Whether or not some, all, or none of the land is bush fire prone land.

No, the land is not shown as bush fire prone in Council's records.

12. Loose-fill asbestos insulation

Whether or not the land includes any residential premises (as defined in Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on a register of residential premises that contain or have contained loose-fill asbestos insulation.

No, the land does not include any residential dwelling identified on the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation. For further information, please contact Department of Fair Trading by telephoning 13 77 88 or go to their website at www.fairtrading.nsw.gov.au.

13. Mine Subsidence

Whether or not the land is proclaimed to be a mine subsidence district, within the meaning of the the *Coal Mine Subsidence Compensation Act 2017*.

No, the land is not within a proclaimed or declared mine subsidence district.

14. Paper subdivison information

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

Not applicable.

15. Property vegetation plans

If the land is land in relation to which a property vegetation plan under Part 4 of the *Native Vegetation Act 2003*, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

No, Council has not been notified of any property vegetation plans under the Native Vegetation Act 2003 that affect the land to which this certificate applies.

16. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

No, Council has not been notified that the land is a biodiversity stewardship site.

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

17. Biodiversity certified land

If the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*, a statement to that effect.

No, Council has not been notified that the land is biodiversity certified land.

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).

The land is NOT affected by an order under the *Trees (Dispute Between Neighbours) Act 2006* (of which Council is aware).

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

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 *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 section 496B of the *Local Government Act 1993* for coastal protection services relating to existing coastal protection works to which the owner (or any previous owner) of the land has consented.

Note. "existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the *Local Government Act 1993*.

20. Western Sydney Aerotropolis

Not applicable to the Port Stephens 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).

Council is unable to provide site-specific information on any conditions of a development consent granted after 11 October 2007 in relation to Clause 88(2) of the *State Environmental Planning Policy (Housing) 2021*, that may apply to the land.

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 Council is aware) in relation to proposed development on the land.

Council is not aware of a current site compatibility certificate issued under *State Environmental Planning Policy (Housing) 2021*.

- (2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, a statement setting out terms of a kind referred to in the Policy, clause 21(1) or 40(1).

The land is not affected by any terms of a kind (of which Council is aware) referred to in Chapter 2, Part 2, Division 1 or clause 21(1) or 40(1) of *State Environmental Planning Policy (Housing) 2021* in respect of development on the land.

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*.

No, Council is not aware that water or sewerage services are, or are to be, provided under the *Water Industry Competition Act 2006*.

24. Special entertainment precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993*, Section 208B.

No, Council is not aware that any of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993*, Section 208B.

25. Interim development in future infrastructure corridors

If *State Environmental Planning Policy (Transport and Infrastructure) 2021*, section 4.7a applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section.

No, Council is not aware that any of the land is in the interim development in future infrastructure corridors within the meaning of the *State Environmental Planning Policy (Transport and Infrastructure) 2021*, section 4.7a.

Additional matters

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

- (a) Whether or not the land to which the certificate relates is significantly contaminated land within the meaning of that Act.
- (b) Whether or not the land to which the certificate relates is subject to a management order within the meaning of that Act.
- (c) Whether or not the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of the Act.
- (d) Whether or not the land to which this certificate relates is subject to an ongoing maintenance order within the meaning of that Act.
- (e) Whether or not the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act – if a copy of such statement has been provided at any time to the local authority issuing the certificate.

There are no prescribed matters under section 59(2) of the *Contaminated Land Management Act 1997* to be disclosed.

Issued by Port Stephens Council Development Services Group,
on behalf of **Tim Crossdale, General Manager**.



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS

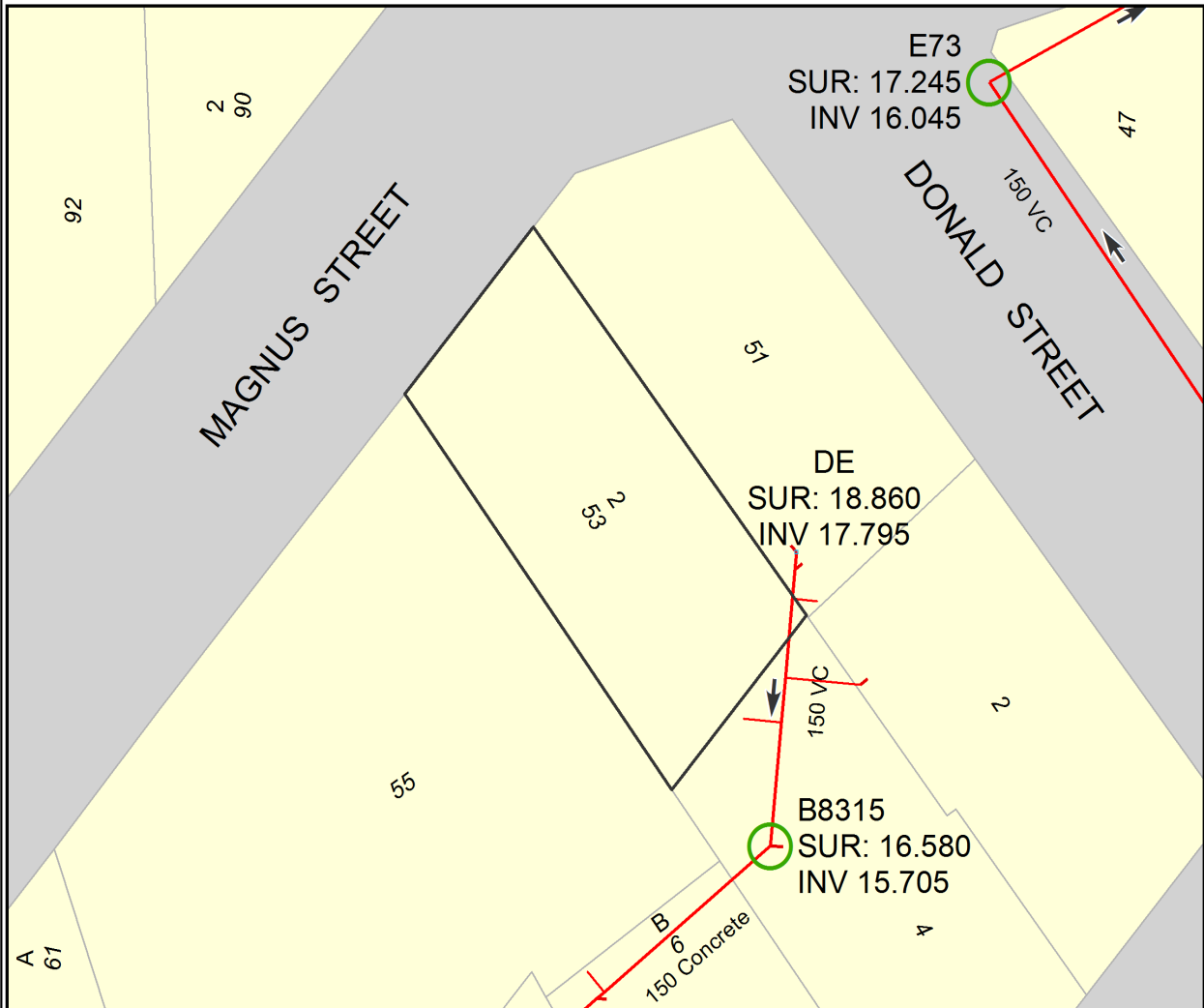


InfoTrack
53 MAGNUS
NELSON BAY NSW

APPLICATION NO.: 2045115
APPLICANT REF: M 101559
RATEABLE PREMISE NO.: 7336000337

PROPERTY ADDRESS: 53 MAGNUS ST NELSON BAY 2315

LOT/SECTION/DP:SP: 2//DP 388255



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: 11/07/2023

Scale at A4: 1:500

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UTILITY DATA
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