

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	First National Engage Eastlakes 603 Pacific Highway, Belmont NSW 2280 Email: david@fnee.com.au	Phone: 4947 7877 Fax: 4947 7888 Ref: David Bone
co-agent		
vendor	[REDACTED] [REDACTED]	
vendor's solicitor	Ezstep Conveyancing Belmont 470 Pacific Highway, Belmont NSW 2280 Email: renee@ezstepconveyancing.net.au	Phone: 4067 9871 Ref: Renee Seymour
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	1 Maple Way, Fletcher NSW 2287 Lot 374 in Deposited Plan 868047 Folio Identifier 374/868047	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input checked="" 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: Swimming pool.	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

SIGNING PAGE

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 _____ 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>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>	<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>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 Lodgement Network (ELN) (clause 4):
Manual transaction (clause 30)

PEXA
 NO yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

not made in the course or furtherance of an enterprise that the vendor carries on section 9-5(b))

by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

GST-free because the sale is the supply of a going concern under section 38-325

GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW payment*
(GST residential withholding payment)

NO yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off-the-plan contract <input type="checkbox"/> 59 other document relevant to off-the-plan contract
<p>Home Building Act 1989</p> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover	<p>Other</p> <input checked="" type="checkbox"/> 60 Additional provisions
<p>Swimming Pools Act 1992</p> <input checked="" type="checkbox"/> 28 certificate of compliance <input checked="" type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

- 1** This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2** EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3** There is NO COOLING OFF PERIOD—
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <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>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> ● 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> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</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 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

1 MAPLE WAY FLETCHER 2287

Addition Provisions

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

BETWEEN

Stephen James Towell

And

1. Notice to complete

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

2. Death or incapacity

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

3. Purchaser acknowledgements

The Purchaser acknowledges that they are purchasing the property:

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

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

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

4. The property, together with any improvements thereon, is sold in its present state of condition and repair. The Purchaser confirms and acknowledges that they buy the property as is and are not relying on any warranties or representations made to the Purchaser by the Vendor or on behalf of the Vendor which is not contained in this Contract. The Purchaser shall not make any requisition, objection or claim thereto upon the Vendor to carry out any repairs to the said property, or to any furnishings and chattels, assume any liability towards, or payment of any monies relative to a work order or decision of any statutory authority, Owners Corporation or Local Council made after the date hereof nor effect any treatment for pest infestation.
5. The Purchaser must satisfy themselves as to the effect on the property of any environmental planning scheme or other statutory or other requirement. The Vendor gives no warranty as to the conditions relating to the use of the property by the purchaser or any other party. The Purchaser must satisfy themselves as to the use of the property and all consents required for such use for the purchaser's purposes. The Purchaser may not delay settlement

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

6. Late completion

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

7. Agent

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

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

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

9. Cancelled or Delayed Settlement

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

10. Requisitions on title

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

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

12. Electronic Settlement

- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
- (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.
- (c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.

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

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

14. Maintenance of Property before settlement

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

- (i) not cut the grass or maintained the lawn or other plants;
- (ii) left any items, rubbish or refuse on the property which do not hinder the full use and enjoyment of the property.

This is an essential term of the contract.

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

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

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

17. Deposit by Instalments

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

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

The deposit will be paid as per the following;

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

18. Tenant

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

- a) The completion date noted on the front page of the contract;
- b) Three working days after the vendor provides notice that the property is vacant and settlement can taken place.

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

19. Hunter Water Corporation – Location of Internal Drainage Diagram

For the purposes of Scheduled 1 Conveyancing (Sale of Land) Regulation 2017, Hunter Water Corporation does not provide a plan showing the location of any internal sewer lines on the land from the point of connection to the authority's sewer main (including the point of connection).

20. Swimming Pool

The purchaser acknowledges that a Non-Compliance Certificate has been issued for the swimming pool and that the vendor will not be obtaining a Compliance Certificate prior to settlement. The purchaser shall take the swimming pool and its surrounding fencing, if any, in their present state of repair and will not make any objection requisition or claim for compensation in relation thereto.

REQUISITIONS ON TITLE

Property: 1 Maple Way, Fletcher NSW 2287

Vendor: Stephen James Towell

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

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

All properties

1. Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property and inclusions free of encumbrances and with vacant possession?
2. Are there any encroachments by or upon the property?
3. Has the construction and use of the improvements erected on the property been approved by the responsible authorities and comply with their requirements?
4. Is the vendor aware of anything that affects the use of the property that is not immediately apparent to the purchaser on normal inspection?
5. Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the property?

If strata/community title

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

If rural

1. Are there any notices from neighbours or any public authorities requiring compliance?
2. All agreements written, oral or by usage not disclosed in the contract relating to such matters as farming, grazing, share farming, agistment, sharing of plant and facilities, use of water, passage through the property should be disclosed and must be terminated, and plant and equipment not the subject of the sale removed from the property prior to completion.
3. Are there any give and take fences?
4. Are there any agreements with neighbours relating to fencing?
5. Are there any licences or agreements relating to pipelines, soil conservation or timber harvesting?

6. Has the vendor any water licence or rights under the Water Management Act 2000?
7. Are there any access roads or tracks to this property or to adjoining properties through this property that are not public roads?
8. Are there any enclosure permits that attach to the property?
9. Are there any notices or issues outstanding relating to stock diseases, chemical pollution or noxious weeds?
10. Are there any matters that specifically affect the property under legislation relating to Native Title, Aboriginal Land Rights, threatened species, native vegetation conservation or National Parks and Wildlife?
11. Is there any application to the Crown for purchase or conversion of a holding?
12. Is there any amount due to the Crown by way of rent or balance of purchase money on any part of the property?

If company title

1. Please provide evidence that the company has approved the sale of the shares to the purchaser which will be registered in the share register on presentation following settlement.
2. Have there been or are there any proposed changes to the constitution of the company that affect the right of occupation by the purchaser and the use and enjoyment of the hereditaments?
3. The financial records and books of the company will be inspected and must prove satisfactory and establish that the company is free of debt, that all levies on shareholders have been made and paid and that there is no action suit or proceeding by or against the company.
4. A copy of the constitution of the company must be provided together with copies of the minutes of the last general meeting and copies of any resolutions that might adversely affect the use and enjoyment of the property by the purchaser.



FOLIO: 374/868047

SEARCH DATE	TIME	EDITION NO	DATE
16/10/2023	4:19 PM	11	29/9/2022

LAND

LOT 374 IN DEPOSITED PLAN 868047

AT FLETCHER

LOCAL GOVERNMENT AREA NEWCASTLE

PARISH OF HEXHAM COUNTY OF NORTHUMBERLAND

TITLE DIAGRAM DP868047

FIRST SCHEDULE

STEPHEN JAMES TOWELL

(TZ AN93719)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 D140386 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- 3 DP843780 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP843780 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP843780 RESTRICTION(S) ON THE USE OF LAND
- 6 DP868047 EASEMENT TO DRAIN WATER 2 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP868047 RESTRICTION(S) ON THE USE OF LAND
- 8 AS509541 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

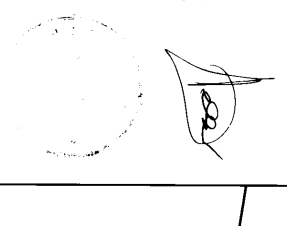
*** END OF SEARCH ***

Towell BSB230733

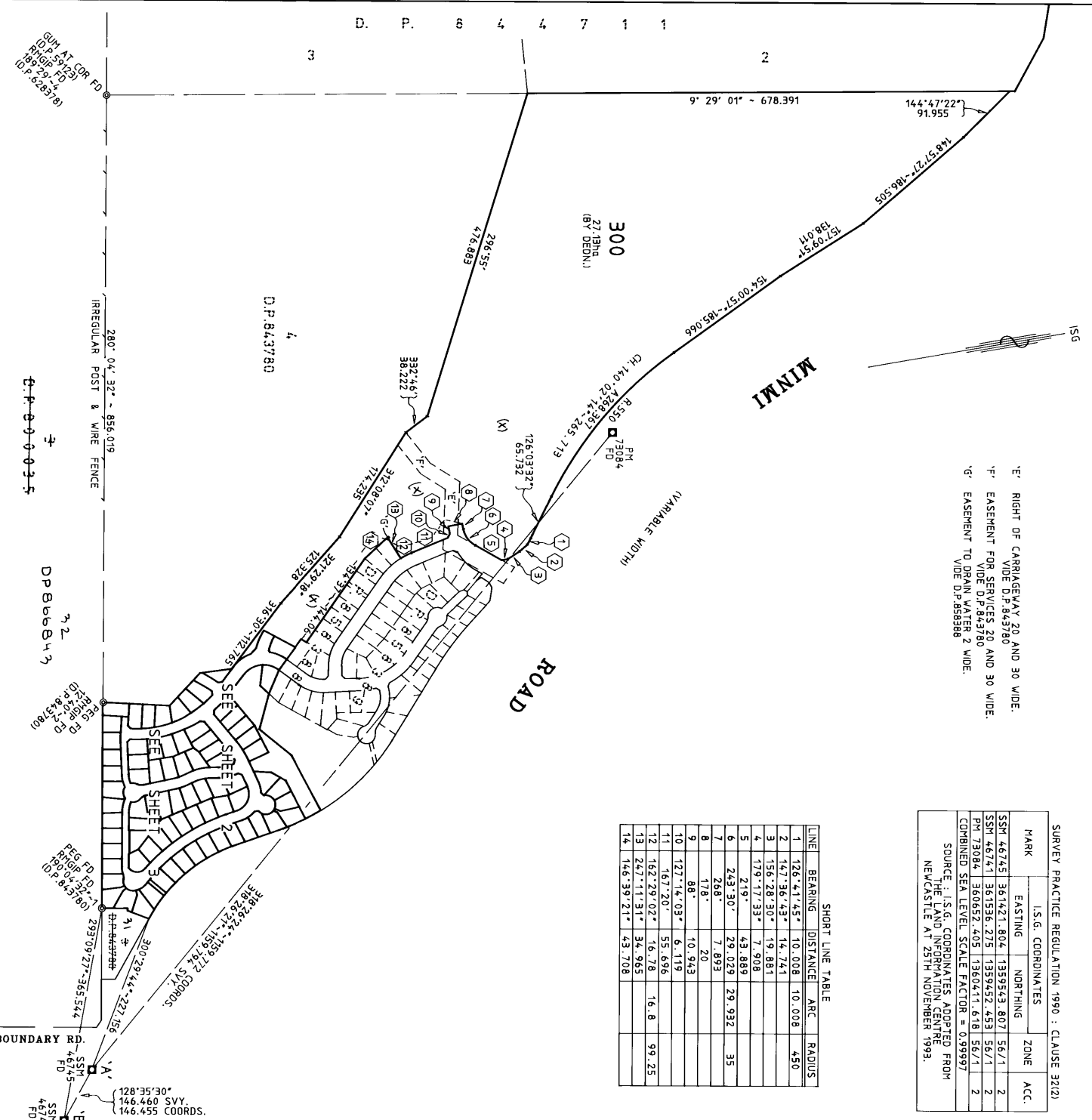
PRINTED ON 16/10/2023

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

SURVEY PRACTICE REGULATION 1990 : CLAUSE 32(2)			
MARK	E.S.G. COORDINATES	ZONE	ACC.
	EASTING	NORTHING	
SSW 467/45	361421.804	1359543.807	56/71
SSW 467/41	361536.275	1359452.453	56/71
PM 73084	360652.405	1360411.618	56/71
	COMBINED SEA LEVEL SCALE FACTOR = 0.99997		2
SOURCE : I.S.G. COORDINATES ADAPTED FROM THE LAND INFORMATION CENTRE NEWCASTLE AT 25TH NOVEMBER 1993.			



LINE	BEARING	DISTANCE	ARC	RADIUS
1	126°41'45"	10.008	10.008	450
2	147°36'43"	14.741		
3	156°28'30"	7.881		
4	179°17'33"	7.908		
5	219°	43.889		
6	243°30'	29.029	29.932	35
7	268°	7.893		
8	178°	20		
9	88°	10.943		
10	127°14'03"	6.119		
11	167°20'	55.696		
12	162°29'02"	16.78	16.8	99.25
13	247°11'31"	34.965		
14	146°39'21"	43.708		



PLAN APPROVED:
 PLAN DATED:
 PLAN NUMBER:
 PLAN SCALE:
 PLAN DATE:

Crown Lands Office Approval
 Approved Officer:

Local District:
 Council:

Subdivision:

General File No.: 17/30491/10010/03

Section 177 of the Land Act 1958

DP 868047
 Registered: 29.4.1997
 CA: N° 6859 OF 15.4.1997
 Title System: TORRENS
 Purpose: SUBDIVISION
 Ref. Map: U5457-6-9*
 Last Plan: DP 859388

PLAN OF SUBDIVISION OF LOT 100
 IN D.P. 858388.

LGA: NEWCASTLE CITY
 Suburb: FLETCHER
 Locality: HEXHAM
 Parish: HEXHAM
 County: NORTHUMBERLAND

This is Sheet 1 of my plan in 3 sheets
 (Delete if inapplicable)

Prepared by: GREGORY MANNING BURNITT
 or: ANDREW J. ROBERTS LTD.
 Surveyors
 10/11-12/13 Market Street, Newcastle, NSW 2300
 The survey was made in accordance with the Survey Practice Regulation 1990 and was completed on 28/10/2003.
 I hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Survey Practice Regulation 1990 and was completed on 28/10/2003.
 I have signed the land actually surveyed or, if any land shown in the plan that is not the subject of the survey, the survey plan.
 Datum Line: 'A'-B'
 Zone: Suburban/Geodetic

Plans used in preparation of survey/compilation:
 D.P. 858388
 D.P. 843780
 D.P. 52523
 D.P. 52523
 D.P. 52523

PLAN FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage easements, or other public purposes, or to create public or private easements, or other public purposes, on the site of land or other property.

IT IS INTENDED TO DEDICATE WALNUT WAY, EBONY CLOSE, CYPRESS CLOSE, POPLAR CLOSE, AVENUE, BERRY WAY AND THE PATHWAY TO THE PUBLIC TRAVEL WAY TO THE PUBLIC.

IT IS INTENDED TO CREATE LOT 377 AS PUBLIC RESERVE.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964 AS AMENDED IT IS INTENDED TO CREATE :-
 1. EASEMENT TO DRAIN WATER 2. WIDE.
 2. EASEMENT TO DRAIN WATER 3. WIDE.
 3. EASEMENT FOR UNDERGROUND ELECTRICITY CABLES 2 WIDE.
 4. EASEMENT FOR ELECTRICITY SUBSTATION & UNDERGROUND CABLES 3.5 WIDE.
 5. RESTRICTION ON USE.
 6. RESTRICTION ON USE.
 7. RESTRICTION ON USE.
 8. RESTRICTION ON USE.

ADJOINS SHEET 1 TO SSM 97077 FD TO SSM 97079 FD



SCHEDULE OF REFERENCE MARKS FOUND

REF.	BEARING	DISTANCE	DESCRIPTION	REMARKS
Q	135°36'40"	4.392814	117 RDH&W'S FD	DP 858988
B	135°36'40"	4.378714	115 RDH&W'S FD	DP 858988

SCHEDULE OF REFERENCE MARKS PLACED

REF.	BEARING	DISTANCE	DESCRIPTION
C	77°58'55"	5.058111	194 RDH&W'S
d	136°41'52"	4.158107	734 RDH&W'S
e	129°14'33"	4.394810	538 RDH&W'S
f	356°05'45"	19.657	SSM 996627
g	77°07'13"	4.449810	573 RDH&W'S
h	301°21'22"	4.426812	561 RDH&W'S
i	301°21'22"	6.170	SSM 996628
j	78°54'20"	4.288107	759 RDH&W'S
k	99°	4.378107	RDH&W'S
l	99°	4.378107	RDH&W'S
m	75°	4.458107	608 RDH&W'S
n	347°34'53"	4.391812	627 RDH&W'S
o	90°52'43"	4.787	SSM 996629
p	81°01'17"	4.538107	71 RDH&W'S
q	252°32'50"	5.991	SSM 996626
r	203°25'17"	4.419812	427 RDH&W'S
t	232°42'	4.586812	292 RDH&W'S

SHORT LINE TABLE

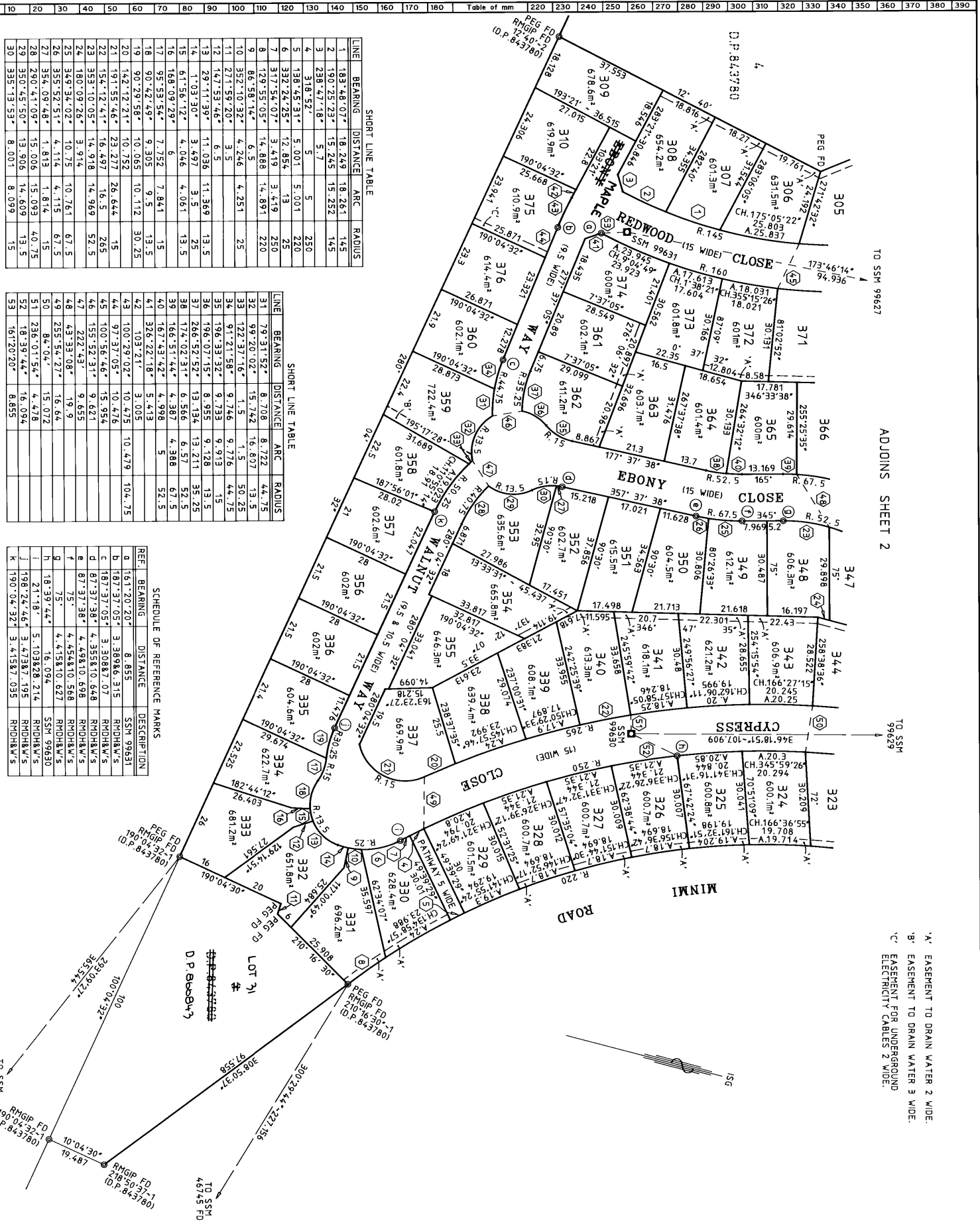
LINE	BEARING	DISTANCE	ARC	RADIUS
1	241°37'02"	5.713		
2	290°51'40"	4.516	4.517	50.55
3	293°25'14"	5.27		
4	302°46'12"	10.884	10.932	33.5
5	42°00'42"	13.043	13.048	135
6	90°35'29"	5.84		
7	152°43'08"	17.935	17.946	144
8	156°17'21"	4.971		
9	156°17'21"	6.156		
10	161°39'17"	16.424	16.448	87.818
11	168°30'09"	7.501		
12	181°07'01"	5.694		
13	282°02'56"	5.75		
14	322°32'28"	27.197	27.229	161
15	317°41'46"	3.107		
16	243°34'38"	14.6	14.61	117
17	251°04'38"	16.008	16.021	112
18	266°40'44"	15.993	16.104	39.5
19	232°40'54"	5.293		
20	184°07'50"	1.708		
21	217°50'41"	15.053	15.968	13.5
22	277°13'42"	11.623	12.016	13.5
23	32°43'39"	9		
24	310°14'26"	3.54	3.54	13.5
25	32°43'39"	6		
26	169°58'32"	10.954	10.955	300
27	4°39'11"	5.293		
28	93°12'18"	1.811		
29	44°32'29"	3.942	3.956	13.5
30	344°20'42"	9.185	9.206	39.5
31	349°40'09"	11.801	11.802	250
32	170°06'04"	7.061	7.062	220
33	169°49'57"	10.999		
34	345°30'	1.085		
35	30°15'	5.681		
36	5°10'05"	7.017	7.022	52.5
37	7°11'18"	4.267	4.268	67.5
38	353°10'05"	14.978	14.969	52.5
39	168°51'44"	4.387	4.388	67.5
40	46°37'45"	9.839		
41	118°40'16"	5.473		
42	165°30'	0.893		
43	177°15'	21.382	21.533	52.5
44	341°39'17"	19.417	19.445	103.821
45	17°47'21"	5.925		
46	349°31'29"	13.982	13.987	160
47	347°01'13"	4.347		
48	142°43'30"	6.975		
49	100°56'46"	15.954		
50	44°11'27"	18.323		
51	43°33'08"	19.9		
52	347°34'53"	17.017		
53	71°18'42"	15.218		
54	84°04'	15.072		
55	207°23'42"	17.405		
56	55°25'31"	8.125		

1/2" EASEMENT TO DRAIN WATER 2 WIDE.
1/2" EASEMENT FOR ELECTRICITY SUBSTATION & UNDERGROUND CABLES 3.5 WIDE.

(X) RESTRICTION ON USE OF LAND
- EASEMENT FOR SERVICES - DEPOSITED
ADJOINS SHEET 3

Plan Drawing only to appear in this space

DP 868047
 Registered: 29/4/1997
 This is sheet 2 of my plan in 3 sheets
 Made 7 APRIL 1997
 Surveyor registered under Surveyors Act 1928
 This is sheet 2 of my plan in 3 sheets
 Made 7 APRIL 1997
 Reduction Ratio: 1:800
 SURVEYOR'S REFERENCE: 88/101/3



SHORT LINE TABLE

LINE	BEARING	DISTANCE	ARC	RADIUS
1	183.48.07	18.229	18.261	145
2	190.25.23	15.245	15.252	145
3	238.47.18	5.7		
4	318.52	5		250
5	138.45.31	5.001	5.001	220
6	332.24.25	12.854	13	25
7	317.54.07	3.419	3.419	250
8	129.55.05	14.888	14.891	220
9	86.58.14	6.5		
10	352.10.32	4.246	4.251	25
11	271.59.20	6.5		
12	147.53.64	6.5		
13	29.11.39	11.036	11.369	13.5
14	1.03.30	3.497	3.5	25
15	61.56.12	4.046	4.061	13.5
16	168.09.29	6		
17	95.53.54	7.752	7.841	15
18	90.42.49	9.305	9.5	13.5
19	90.29.58	10.065	10.112	30.25
20	142.12.21	10.752		
21	191.55.46	23.277	26.644	15
22	154.12.41	16.497	16.5	26.5
23	383.10.05	14.918	14.969	52.5
24	180.09.28	3.914		
25	349.34.02	10.715	10.761	67.5
26	355.52.51	4.114	4.115	67.5
27	354.09.48	1.813	1.814	40.75
28	290.41.09	15.006	15.093	13.5
29	350.45.50	8.906	8.939	13.5
30	335.13.53	8.001	8.099	15

SHORT LINE TABLE

LINE	BEARING	DISTANCE	ARC	RADIUS
31	79.31.52	8.708	8.722	44.75
32	99.20.02	15.742	15.807	13.5
33	122.37.16	1.5	1.5	50.25
34	91.21.58	9.746	9.776	44.75
35	196.07.15	8.955	9.128	13.5
36	108.07.15	9.733	9.733	13.5
37	268.52.82	13.134	13.211	35.25
38	174.02.31	6.366	6.37	52.5
39	167.43.42	4.387	4.388	67.5
40	167.43.42	4.998	5	52.5
41	326.22.18	5.413		
42	103.21	3.005		
43	100.29.02	10.475	10.479	104.75
44	97.37.05	10.476		
45	100.56.46	15.954		
46	155.52.31	9.621		
47	222.43	9.655		
48	43.53.08	19.9		
49	295.54.27	16.64		
50	84.04	15.072		
51	236.01.54	4.478		
52	18.39.44	16.094		
53	161.20.20	8.855		

SCHEDULE OF REFERENCE MARKS

REF	BEARING	DISTANCE	DESCRIPTION
a	161.20.20	8.855	SSM 99631
b	187.37.05	3.898	RHDH&W'S
c	187.37.05	3.898	RHDH&W'S
d	87.37.38	4.358	RHDH&W'S
e	87.37.38	4.484	RHDH&W'S
f	75	4.458	RHDH&W'S
g	75	4.458	RHDH&W'S
h	18.39.44	16.094	SSM 99630
i	2.1.18	5.103	RHDH&W'S
j	198.24.46	3.478	RHDH&W'S
k	190.04.32	3.415	RHDH&W'S

- 'A' EASEMENT TO DRAIN WATER 2 WIDE.
- 'B' EASEMENT TO DRAIN WATER 3 WIDE.
- 'C' EASEMENT FOR UNDERGROUND ELECTRICITY CABLES 2 WIDE.

DP 868047
 Registered: 29.4.1997
 Total Area: 3.07 ha
 7 APRIL 1997
 Surveyor: [Signature]
 This is a copy of the original plan.
 Surveyor registered under Surveyors Act 1928

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON
THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919**

Widths are in metres

(Sheet 1 of 18 Sheets)

DP 868047

PART 1

Plan: DP

Subdivision of Lot 100
in DP 858388 covered by Council's
Certificate No. 6859
Date: 15 April 1997

Full name and address of
Proprietor of the land:

Stockland (Constructors) Pty Ltd
181 Castlereagh Street
SYDNEY NSW 2000

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

Easement to drain water
2 wide

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

308
307
306
305
304
303

361
362

Lots Benefited

309
309 and 308
309, 308 and 307
309, 308, 307 and 306
309, 308, 307, 306 and 305
309, 308, 307, 306, 305 and 304

374
374 and 361



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON
THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919

Widths are in metres

(Sheet 2 of 18 Sheets)

Plan: DP DP 868047

Subdivision of Lot 100
in DP 858388 covered by Council's
Certificate No. 6859
Date: 15 April 1997

Lots Burdened

Lots Benefited

372 ✓	373
371 ✓	373 and 372
366 ✓	373, 372 and 371
354 ✓	355
340	355 and 354
341	355, 354 and 340
342	355, 354, 340 and 341
343	355, 354, 340, 341 and 342
344	355, 354, 340, 341, 342 and 343
345 ✓	355, 354, 340, 341, 342, 343 and 344
331 ✓	Lot 3 DP 843780 LOT 31 DP 866843
330	Lot 3 DP 843780 and 331 LOT 31 DP 866843
328	329
327 ✓	329 and 328
326	329, 328 and 327
325	329, 328, 327 and 326
324	329, 328, 327, 326 and 325
323	329, 328, 327, 326, 325 and 324
322	329, 328, 327, 326, 325, 324 and 323
321	329, 328, 327, 326, 325, 324, 323 and 322
320 ✓	329, 328, 327, 326, 325, 324, 323, 322 and 321
319 ✓	329, 328, 327, 326, 325, 324, 323, 322, 321 and 320



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON
THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919

Widths are in metres

(Sheet 3 of 18 Sheets)

Plan: DP DP 868047

Subdivision of Lot 100 in
DP 858388 covered by Council's
Certificate No. 6859
Date: 15 April 1997

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

Easement to drain water 3 wide

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

359

Lots Benefited

~~Lot 3 DP 800035~~
LOT 32 DP 866843

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

Easement for underground electricity
cables 2 wide

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

375

Authority Benefited

EnergyAustralia or its Successor

4. Identity of easement or
restriction fourthly referred
to in abovementioned plan:

Easement for electricity substation and
underground cables 3.5 wide

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

377

Authority Benefited

EnergyAustralia or its Successor



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON
THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919

Widths are in metres

(Sheet 4 of 18 Sheets)

Plan: DP DP 868047

Subdivision of Lot 100
in DP 858388 covered by Council's
Certificate No. 6859
Date: 15 April 1997

5. Identity of easement or
restriction fifthly referred
to in abovementioned plan:

Restriction on use

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

Authority Benefited

319, 320, 321,
322, 323, 324,
325, 326, 327,
328, 329, 330 and 331

Newcastle City Council

6. Identity of easement or
restriction sixthly referred
to in abovementioned plan:

Restriction on use

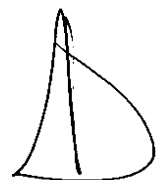
SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

Lots Benefited

Each lot except
Lots 300 and 377

Every other Lot except
Lots 300 and 377



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON
THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919

Widths are in metres

(Sheet 5 of 18 Sheets)

Plan: DP DP 868047

Subdivision of Lot 100
in DP 858388 covered by Council's
Certificate No. 6859
Date: 15 April 1997

7. Identity of easement or
restriction seventhly
referred to in
abovementioned plan:

Restriction on use

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

337, 346, 353,
362, 370 and 374

Lots Benefited

Every other lot except
Lots 300 and 377

8. Identity of easement or
restriction eighthly referred
to in abovementioned plan:

Restriction on use

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

309, 310, 335,
336, 354, 355,
356, 357, 358,
360, 361, 375 and 376

Lots Benefited

Every other Lot except
Lots 300 and 377



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON
THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919**

Widths are in metres

(Sheet 6 of 18 Sheets)

Plan: DP DP 868047

Subdivision of Lot 100
in DP 858388 covered by Council's
Certificate No. 6859
Date: 15 April 1997

PART 2

1. Name of Authority empowered to release, vary or modify the Easement to drain water 2 wide firstly referred to in abovementioned plan:

Newcastle City Council

2. Name of Authority empowered to release, vary or modify the Easement to drain water 3 wide secondly referred to in abovementioned plan:

Newcastle City Council

3. Terms of Easement for underground electricity cables 2 wide thirdly referred to in abovementioned plan:

Reserving to and in favour of EnergyAustralia or its successor for the purpose of enabling the supply of electricity full right and liberty:-

- (a) To lay and maintain cables and connections on or beneath the surface of that part of the land delineated in the plan and therein referred to as 'Easement for underground electricity cables 2 wide'.
- (b) For the purpose aforesaid for the said EnergyAustralia or its successor and/or by its authorised servants from time to time and at all reasonable times to enter into and upon the said land and to pass and repass over the same for all purposes whatsoever connected with the rights created by Paragraph (a) hereof.

Name of person empowered to release, vary or modify the Easement for underground electricity cables 2 wide thirdly referred to in abovementioned plan:

EnergyAustralia or its successor



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON
THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919**

Widths are in metres

(Sheet 7 of 18 Sheets)

Plan: DP DP 868047

Subdivision of Lot 100
in DP 858388 covered by Council's
Certificate No. 6859
Date: 15 April 1997

4. Terms of Easement for electricity substation and underground cables 3.5 wide fourthly referred to in abovementioned plan:

Reserving to and in favour of EnergyAustralia or its successor for the purpose of enabling the supply of electricity full right and liberty:-

- (a) To install and maintain a padmount substation and to lay and maintain cables and connections on or beneath the surface of that part of the land delineated in the plan and therein referred to as "Easement for electricity substation and underground cables 3.5 wide".
- (b) For the purpose aforesaid for the said EnergyAustralia or its successor and/or by its authorised servants from time to time and at all reasonable times to enter into and upon the said land and to pass and repass over the same for all purposes whatsoever connected with the rights created by Paragraph (a) hereof.

Name of person empowered to release, vary or modify the Easement for underground electricity cables 2 wide fourthly referred to in abovementioned plan:

EnergyAustralia or its successor

5. Terms of Restriction on use fifthly referred to in abovementioned plan:

No access shall be available from the lot burdened to or from Minmi Road across the boundary of the lot burdened with Minmi Road.

Name of person empowered to release, vary or modify the Restriction on use fifthly referred to in abovementioned plan:

Newcastle City Council



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON
THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919

Widths are in metres

(Sheet 8 of 18 Sheets)

Plan: DP DP 868047

Subdivision of Lot 100
in DP 858388 covered by Council's
Certificate No. 6859
Date: 15 April 1997

6. Terms of Restriction on use sixthly referred to in abovementioned plan:

1. In these Restrictions as to user referred to in the abovementioned plan (which shall include the statement at the completion hereof stipulating the party by whom and with whose consent the said Restrictions as to user may be released, varied or modified) unless something in the subject matter or context is inconsistent therewith, the following expressions have the meaning attributed thereto in this Restriction No. 1, that is to say:-

"Dwelling" means a room or suite of rooms occupied or used or so constructed, designed or adapted as to be capable of being occupied or used as a separate domicile.

"Dwelling-house" means a building containing one but not more than one Dwelling.

"Duplex" means a building containing two but not more than two Dwellings.

"Living Area" means in respect of each Dwelling or Dwelling-house erected on the lot burdened:-

(a) the aggregate of:-

(i) all that floor area of those floor areas on each and every level of the Dwelling or Dwelling-house as is or are bounded by and comprised within the external faces of the external walls of the said Dwelling or Dwelling-house PROVIDED ALWAYS that in the event that any external wall of any Dwelling is a common wall with another Dwelling then and in that case the middle of any such common wall shall be deemed to be external face thereof; and

(ii) the floor area of any garage which is attached to and does form part of the building containing the Dwelling referred to in sub-clause (a)(i) of this definition of Living Area; but



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON
THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919

Widths are in metres

(Sheet 9 of 18 Sheets)

Plan: DP DP 868047

Subdivision of Lot 100
in DP 858388 covered by Council's
Certificate No. 6859
Date: 15 April 1997

(b) shall exclude the floor area of:-

- (i) any patio, terrace and/or verandah (whether covered or uncovered); and/or
- (ii) any garage which is NOT attached to and DOES NOT form part of the building containing the Dwelling referred to in sub-clause (a)(i) of this definition of Living Area; and/or
- (iii) any carport.

"the Local Council"means Council of the City of Newcastle

"Minimum Building Area"means one hundred and twenty square metres (120 m²)

"the Prohibited Area"means

- (i) in the case of a lot which faces only one (1) public road, that area between the rear building line of the main building erected thereon and the public road to which the said lot abuts but shall not include any area which is not visible from any public road and/or place; and
- (ii) in the case of a lot which faces more than one (1) public road, that area between the rear building line of the main building erected thereon and the public road to which the said main building faces and any other area of the lot that is not screened from any other public road but shall not include any area which is not visible from any public road and/or place.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON
THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919**

Widths are in metres

(Sheet 10 of 18 Sheets)

Plan: DP DP 868047

Subdivision of Lot 100
in DP 858388 covered by Council's
Certificate No. 6859
Date: 15 April 1997

"Prohibited Item"means any plant, machinery and/or other equipment, including but without limiting the generality thereof any caravan, box trailer, boat trailer, car trailer, motor vehicle or any part thereof BUT shall not include any motor car, motor station wagon and/or utility that is properly registered for use on a public road.

"Stockland"means Stockland (Constructors) Pty Limited.

"Texture Coated Material"means fibre cement sheeting with recessed edges.

- (i) which is attached to the frame of the building in such a manner that all joints between the sheets of fibre cement are concealed including but without limiting the generality thereof all joints on any corner of the building; and
- (ii) which is attached to the frame of the building in such a manner that all materials used in the fixing of such sheets are concealed including but without limiting the generality thereof all nails and screws; and
- (iii) which is coated with a texture roll or trowel on finish based on acrylic, with the ultimate or final colour added, together with a system of reinforcing joints to obtain a monolithic appearance.

2. No Dwelling or Dwelling-house shall be erected or permitted to remain on the lot burdened unless the Living Area of the said Dwelling or Dwelling-house is equal to or greater than the minimum building area.
3. No Dwelling-house or Dwelling erected on the lot burdened shall be used or permitted to be used for any purpose other than that of a private residence unless approval for any other use is first had and obtained from Stockland which approval may be given or withheld by Stockland in its absolute discretion.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON
THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919**

Widths are in metres

(Sheet 11 of 18 Sheets)

Plan: DP

DP **868047**

Subdivision of Lot 100
in DP 858388 covered by Council's
Certificate No. 6859
Date: 15 April 1997

4. No building shall be erected or permitted to remain on the lot burdened unless the external walls thereof are constructed of:-
- (i) bricks which shall not include bricks that have been rendered and/or painted; or
 - (ii) stone which shall not include stone that has been rendered and/or painted; or
 - (iii) brick and/or stone that has been coated with the materials known as "Granosite" or "Granotex" or other similar coating; or
 - (iv) glass; or
 - (v) Texture Coated Material; or
 - (vi) fibre cement sheeting; or
 - (vii) timber; or
 - (viii) concrete; or
 - (ix) aluminium; or
 - (x) such other materials, in such proportions, as may be approved by Stockland which approval may be given or withheld by Stockland in its absolute discretion; or
 - (xi) any combination of the materials referred to in sub-clauses (i) to (x) inclusive immediately above referred to in this restriction.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON
THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919**

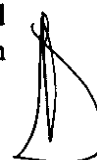
Widths are in metres

(Sheet 12 of 18 Sheets)

Plan: DP DP 868047

Subdivision of Lot 100
in DP 858388 covered by Council's
Certificate No. 6859
Date: 15 April 1997

5. Notwithstanding anything contained in the restriction immediately preceding the aggregate of the part or parts of the external walls constructed of:-
- (i) fibre cement sheeting excluding so much thereof as does form part of any Texture Coated Material; or
 - (ii) timber; or
 - (iii) concrete; or
 - (iv) aluminium; or
 - (v) any combination of the materials referred to in sub-clauses (i) to (iv) inclusive immediately above referred to in this restriction shall not exceed twenty-five per centum (25%) of the total area of the external walls.
6. No building shall be erected or permitted to remain on the lot burdened having what is commonly known as "a flat roof" or a roof constructed of any material other than:-
- (i) terra cotta roof tiles; or
 - (ii) concrete roof tiles; or
 - (iii) timber shingles; or
 - (iv) slate; or
 - (v) corrugated metal that has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process; or
 - (vi) such other material as may be approved by Stockland which approval may be given or withheld by Stockland in its absolute discretion.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON
THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919**

Widths are in metres

(Sheet 13 of 18 Sheets)

Plan: DP DP 868047

Subdivision of Lot 100
in DP 858388 covered by Council's
Certificate No. 6859
Date: 15 April 1997

7. No Duplex shall be erected or permitted to remain on the lot burdened unless:-
- (i) the lot burdened has frontages to more than one public road; and
 - (ii) the Duplex embodies at least two (2) floors designed for human habitation; and
 - (iii) vehicular access to each Dwelling contained in the Duplex is gained from different public roads.
8. No fence shall be erected or permitted to remain on the lot burdened other than a fence which is constructed of sheet metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process in the colour known as "Caulfield Green" or as close thereto as possible and then only if the same:-
- (i) is NOT erected between the building line fixed by the Council in respect of the lot burdened and any public road to which the front of the main building erected on the said lot burdened faces; and
 - (ii) is NOT erected between any street to which the lot burdened does abut and any main building erected on the lot burdened; and
 - (iii) does NOT exceed 1.8 metres in height.
9. No Prohibited Item shall be permitted to remain on any part of the Prohibited Area of the lot burdened for a period exceeding fourteen (14) consecutive days without being moved from the lot burdened. Any Prohibited Item that is removed from the lot burdened for a period of less than seven (7) consecutive days shall be deemed to have remained on the lot burdened for the period during which it was removed.
10. No privy shall be erected or permitted to remain on any part of the Prohibited Area of the lot burdened.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON
THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919**

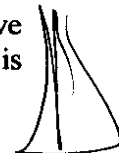
Widths are in metres

(Sheet 14 of 18 Sheets)

Plan: DP DP 868047

Subdivision of Lot 100
in DP 858388 covered by Council's
Certificate No. 6859
Date: 15 April 1997

11. No structure of a temporary character or nature which is intended for habitation, including, but without limiting the generality thereof, any basement, tent, shed, shack, garage, trailer, camper or caravan, shall be erected or permitted to remain on the lot burdened.
12. No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building on the relevant lot burdened or to facilitate all reasonable landscaping of the said lot and no lot shall be permitted to be, appear or remain in an excavated or quarried state.
13. No fuel storage tanks (except any such tank or tanks used for oil heating purposes) shall be placed upon or permitted to remain on any lot burdened.
14. No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted or carried out on any lot burdened.
15. No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.
16. No advertisement hoarding sign or matter of any description shall be erected or displayed on any lot burdened without the prior written consent of Stockland having been given to the registered proprietor for the time being of the lot burdened which approval may be given or withheld at the absolute discretion of Stockland BUT nothing in this restriction shall prevent the proprietor of any lot burdened from displaying not more than one (1) sign on the lot burdened advertising the fact that the relevant lot burdened is for sale PROVIDED that:-
 - (i) any such sign does not exceed nine hundred millimetres (900 mm) in width and nine hundred millimetres (900 mm) in height; and
 - (ii) any such sign is painted and/or decorated in its entirety by a professional sign writer.
17. No motor truck, lorry or semi-trailer with a load carrying capacity exceeding two point five (2.5) tonnes shall be parked or permitted to remain on any lot burdened unless the same is used in connection with the erection of a Dwelling on the relevant lot burdened.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON
THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION
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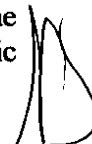
Widths are in metres

(Sheet 15 of 18 Sheets)

Plan: DP DP 868047

Subdivision of Lot 100
in DP 858388 covered by Council's
Certificate No. 6859
Date: 15 April 1997

18. No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened in the event, for any reason whatsoever, that any object or thing generated by the construction of the building on the lot burdened, including but without limiting the generality thereof any spoil or builder's rubbish, is deposited or permitted to remain on any lot adjoining the lot burdened.
19. No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened:-
- (i) unless the lot burdened is maintained in a clean and tidy condition as is practicable having regard to the nature of the construction being carried out; and
 - (ii) unless all rubbish or refuse generated by such construction works is collected and removed from the lot burdened not less than once every four (4) weeks.
20. No building, apart from the main building erected on the lot burdened, shall be erected or permitted to remain on the lot burdened unless:-
- (i) that building or those buildings are not visible from and public road and/or place; or
 - (ii) that building or those buildings are of a design which compliments the main building erected on the lot burdened and are constructed of the same or similar materials to those used in the main building erected on the lot burdened; or
 - (iii) it is a garden shed which is visible from a public road and/or place where:-
 - (aa) all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places; and



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON
THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919

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(Sheet 16 of 18 Sheets)

Plan: DP DP 868047

Subdivision of Lot 100
in DP 858388 covered by Council's
Certificate No. 6859
Date: 15 April 1997

- (bb) the same is constructed of metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process.
21. No clothes line shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road and/or place PROVIDED ALWAYS that nothing in this restriction shall prevent the erection and maintenance of a clothes line where all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places.
22. No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened unless the same is either:-
- (i) not visible from any public road and/or place; or
- (ii) is screened from any public road and/or place in a manner approved by Stockland.
23. No radio masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are not visible from any public road and/or place.
24. No television masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened.
25. No carport, covered patio, covered porch and/or covered verandah shall be erected or permitted to remain on the lot burdened unless the materials used to support the same are comprised of timber, brick or masonry.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON
THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919**

Widths are in metres

(Sheet 17 of 18 Sheets)

Plan: DP DP 868047

Subdivision of Lot 100
in DP 858388 covered by Council's
Certificate No. 6859
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26. No solar panels used in conjunction with the heating of water or the generation of electricity shall be erected or permitted to remain on the lot burdened unless the same are either:-
- (i) not visible from any public road or place; or
 - (ii) are laid flat on any part of the roof of the main building erected on the lot burdened.
27. No dividing fence shall be erected on the lot burdened unless it is erected without expense to Stockland, it's successors and assigns other than purchasers on sale.
28. For the purpose of these Restrictions the word "structure" shall have the meaning attributed to it under the Local Government Act, 1919 as amended.
- 29 Any release, variation or modification of these Restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

Name of person empowered to release, vary or modify the Restriction on use sixthly referred to in abovementioned plan:

The above restrictions may be released, varied or modified by or with the consent of Stockland whilst ever it owns any lot or any part of a lot in the registered plan pursuant to which these restrictions were created and thereafter by the registered proprietors of the lots contained in the registered plan pursuant to which these restrictions were created.



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Widths are in metres

(Sheet 18 of 18 Sheets)

Plan: DP **DP 868047**

Subdivision of Lot 100
in DP 858388 covered by Council's
Certificate No. 6859
Date: 15 April 1997

7. Terms of Restriction on use seventhly referred to in abovementioned plan:

No Dwelling or Dwelling-house shall be erected or permitted to remain on the Lot burdened other than a Duplex which:-

- (i) contains two (2) but not more than two (2) Dwellings; and
- (ii) embodies at least two (2) floors designed for human habitation; and
- (iii) has vehicular access to each Dwelling contained in the Duplex from different public roads.

Name of authority empowered to release, vary or modify the Restriction on use seventhly referred to in abovementioned plan:

Newcastle City Council

8. Terms of Restrictions on use eighthly referred to in abovementioned plan:

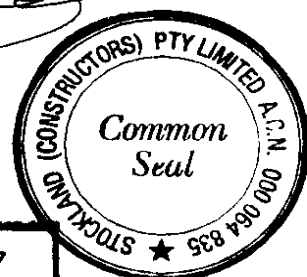
No Dwelling or Dwelling-house shall be erected or permitted to remain on the lot burdened unless provision is made for two (2) car parking spaces.

Name of authority empowered to release, vary or modify the Restriction on use eighthly referred to in abovementioned plan:

Newcastle City Council

The Common Seal of the
Company was hereunto
affixed by authority of
the Board and in the
presence of

Secretary



This is Sheet 18 of a 18 Sheet Instrument

REGISTERED



29.4.1997



R.P. 13.

New South Wales.

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900).



FEES:— £ s. d.
Lodgment ... : :
Endorsement : :
Certificate ... : :

D140386

B 2740

(Trusts must not be disclosed in the transfer.)

WE WILLIAM DAVID MITCHELL MEREWETHER formerly of Sydney but now of Bowral Barrister-at-law and EDWARD ROBERT HICKSON MEREWETHER of Newcastle Architect (herein called transferors)

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 three hundred pounds

(£300.0.0 (the receipt whereof is hereby acknowledged) paid to us by STANLEY WILLIAM SMITH of Wallsend Farmer

(herein called transferee)

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

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
Northumberland	Hexham	Residue	1126	141	

EXCEPTING out of the land hereby transferred and always reserving unto the transferors their heirs and assigns all mines veins and seams of coal and all other mines and minerals lying and being within or under the land transferred (which mines veins and seams of coal and other mines and minerals are herein after referred to as the excepted premises) together with full and free liberty for the transferors their heirs and assigns and all lessees and other persons claiming or to claim under the transferors and all persons acting under any predecessor in title of the transferors their heirs or assigns or of any such lessee or other person claiming or to claim as aforesaid already given or hereafter to be given without entering on the surface of the land hereby transferred but at any time and from time to time to search for win work get raise take away and dispose of the excepted premises and also all or any other mines veins and seams of coal and other mines and minerals adjoining the excepted premises or any part thereof and with or without leaving any support to the surface of the land hereby transferred and whether such surface shall or shall not be by any subsidence thereof or other wise be depressed lowered damaged or destroyed and to make maintain and use any water courses ways and other works under the lands hereby transferred or any part thereof as the transferors or other persons availing themselves of the powers hereby conferred shall think proper they the transferors their heirs and assigns and such lessees and other persons as aforesaid not being in any manner liable or responsible for any depression subsidence damage or injury whatsoever which shall or may be caused or occasioned to the surface of the land hereby transferred or to any erection building engine machinery or thing of any description now being or growing or hereafter to be or grow upon the land hereby transferred.

ENCUMBRANCES & C. REFERRED TO: referred to by the exercise of any right hereby conferred and it is hereby agreed and declared by the parties hereto that the land to which the benefit of the easement hereby created is appurtenant consists of the excepted premises and all mines veins and seams of coal and other mines and minerals adjoining the excepted premises and now vested in the transferors for an estate in fee simple and that the land which is subject to the burden of the easement hereby created is the land hereby transferred.

ENCUMBRANCES & C. REFERRED TO.

Signed at Newcastle

the Sixth day of June 19 42

Signed in my presence by the transferors

W. D. M. Merewether

WHO IS PERSONALLY KNOWN TO ME

R. G. Crawford

Edw. Merewether

Transferors*

* Ex. mines etc. already reserved. See called

Signed

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

Signed in my presence by the transferee

S. W. Smith

WHO IS PERSONALLY KNOWN TO ME

Transferee.

S. W. Smith
Solicitor
Newcastle

If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by Transferor or his Solicitor, and renders any person falsely or negligently certifying liable to a damage 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.

THIS SPACE TO BE LEFT FREE FROM NOTATION.

DL140386

DS

LODGED BY GILL, OXLADE & BROAD,
 SOLICITORS, ETC.
 Bathurst House,
 120 CASTLE REAGH ST.,
 SYDNEY

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.¹

(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.¹

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.

¹ Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

FORM OF DECLARATION BY ATTESTING WITNESS.²

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.

² 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.

SPACES FOR DEPARTMENTAL USE

MEMORANDUM OF TRANSFER OF

_____ Acres _____ roods _____ perches.
 part of _____
 part of _____
 Municipality _____
 Parish _____ County _____
 (Reserving mines of coal & other minerals and certain rights)
 _____ Transferree.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.
<i>Receipt</i>		

Particulars entered in Register Book, Vol. 1126 Fol. 141

the _____ day of _____ 19 _____
 at _____ minutes _____ o'clock in the _____ noon.
 _____ Registrar-General

PROGRESS RECORD

	initialed	date
Sent to Survey Branch...	<i>AS</i>	10/11
Received from Records...	<i>AS</i>	10/11
Draft written ...	<i>AS</i>	10/11
Draft examined...	<i>AS</i>	10/11
Diagram prepared	<i>AS</i>	6/10/11
Diagram examined	<i>AS</i>	10/11
Draft forwarded	<i>AS</i>	6-10-11
Receipt of Engrossers	<i>AS</i>	9/11
Cancellation Clerk	<i>AS</i>	10/11

Vol. 5848 Fol. 41

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 Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

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

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

SCHEDULE OF REFERENCE MARKS

REF.	BEARING	DISTANCE	DESCRIPTION
a	234.47.22*	1	RRGP
b	284.57.72*	1	RRGP
c	2.6.03.32*	2	RRGP
d	216.03.32*	1	RRGP
e	156.17.32*	2	RRGP
f	261.01.18*	1	RRGP
g	210.16.30*	1	RRGP
h	218.50.37*	1	RRGP

SURVEY PRACTICE REGULATION 1993 : CLAUSE 32(2)

MARK	EASTING	NORTHING	ZONE	ACC.
SSM 46745	3614271.804	13595543.807	56/1	2
SSM 46741	3615936.275	1359452.453	56/1	2
PM 73084	360652.405	1360411.618	56/1	2

SOURCE : I.S.G. COORDINATES ADOPTED FROM THE LAND INFORMATION CENTRE NEWCASTLE AT 25TH NOVEMBER 1993.

SHORT LINE TABLE

LINE	BEARING	DISTANCE	ARC	RADIUS
1	210.16.30*	31.908		450
2	271.59.20*	3.5		450
3	190.04.30*	36		450
4	156.17.30*	36.024		450
5	192*	20		450
6	131.30*	32.5		450
7	166.30*	26		450
8	188.30*	20		450
9	227	40		450

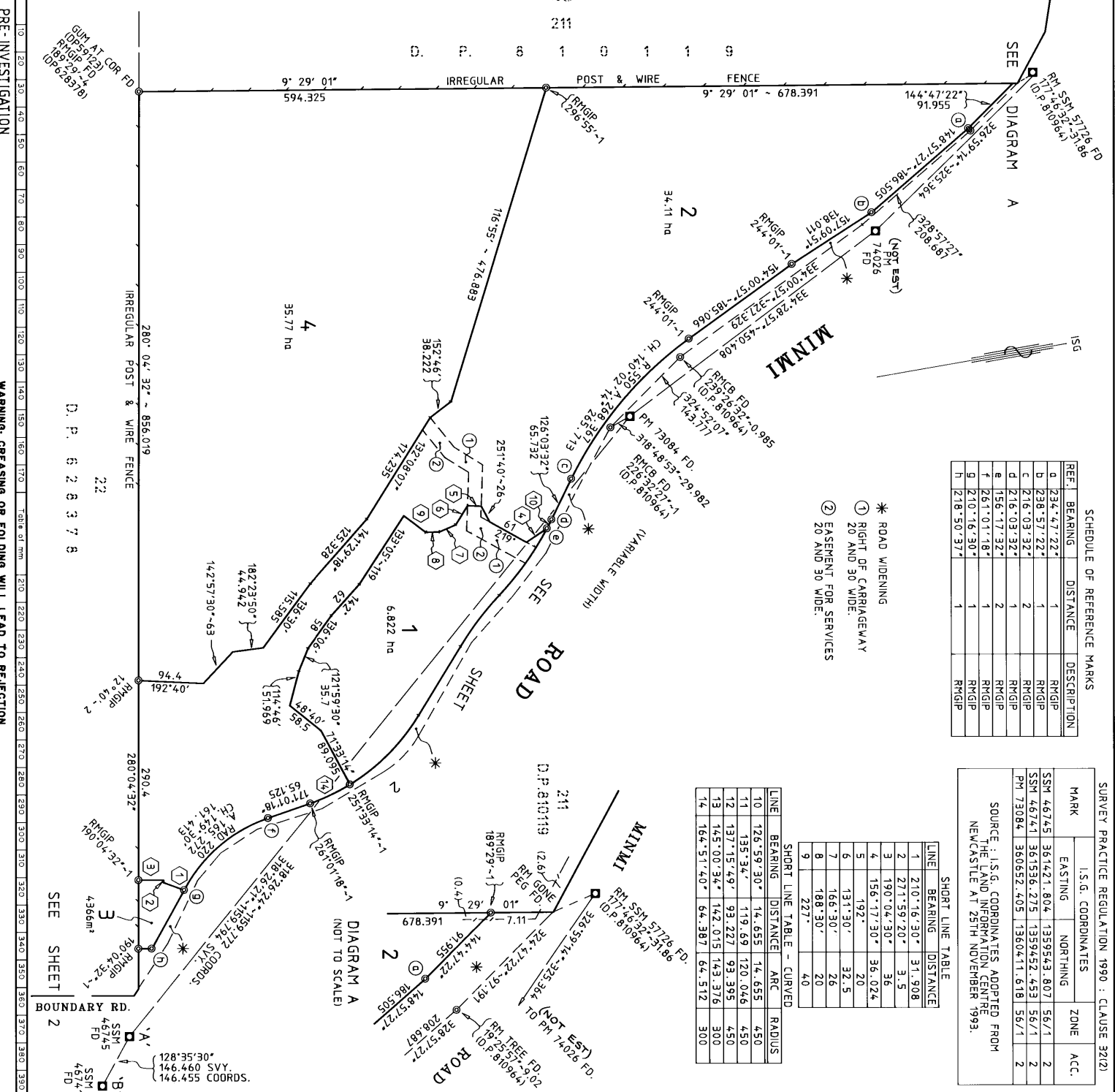
SHORT LINE TABLE - CURVED

LINE	BEARING	DISTANCE	ARC	RADIUS
10	126.59.30*	14.655	14.655	450
11	135.34*	119.69	120.046	450
12	137.15.49*	93.227	93.395	450
13	145.00.34*	142.015	143.376	450
14	164.51.40*	64.387	64.512	300

SIGNED AT HAMILTON THIS 23rd DAY OF September 1994 FOR NATIONAL AUSTRALIA BANK LIMITED BY MICHAEL FRIEDMAN ITS DUTY APPOINTED ATTORNEY UNDER POWER OF ATTORNEY NO. 549 BOOK 384 MANAGER WITNESS

D. Murphy
Susan Manning
Sedgwick

PLAN APPROVED: Crown Lands Office Approval
Land District: Automated Office
Paper No.:
File No.:
Crown's Certificate
I hereby certify that:
(a) The requirements of the Local Government Act 1919 (other than the requirements for the registration of plans, and
(b) The requirements of the Land Information Act 1993, Part 3 Division 7 of the former Water Board (Compensation) Act 1993,
have been complied with by the applicant in relation to the proposed subdivision of the land described in the plan.
Proposed subdivision: 0.0821/18.01N
Subdivision No.: 6579
Date: 28.09.1994
General Manager / Substituted Person
Council File No.: 17/3049/1009/08
* This part of certificate to be deleted where the application is only for a consent to create a new road or where the land to be subdivided is owned by the Crown, the State, the Water Board, the Water and Drainage Board and the former Water Corporation Ltd.
† Delete if inoperative.



DP 843780
Registered 14.10.1994
CA. N° 6579 OF 22.9.1994
The System: TORRENS
Purpose: SUBDIVISION
Ret. Map: U 5457-6*9*
Last Part: DP 810964
PLAN OF SUBDIVISION OF LOT 90 IN DP 810964.

LGA: NEWCASTLE CITY
Locality: MINMI
Parish: HEXHAM
County: NORTHUMBERLAND

This is Sheet 1 of my plan in 2 sheets (delete if inapplicable)

GREGORY, MANNING, BURRITT
of MONTHEATH & POWYS, PTY., LTD.,
a surveyor registered under the Surveyors Act 1928, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Survey Practice Regulation 1993 and was completed on 15th SEPTEMBER, 1994.
DATUM LINE OF AZIMUTH A - B

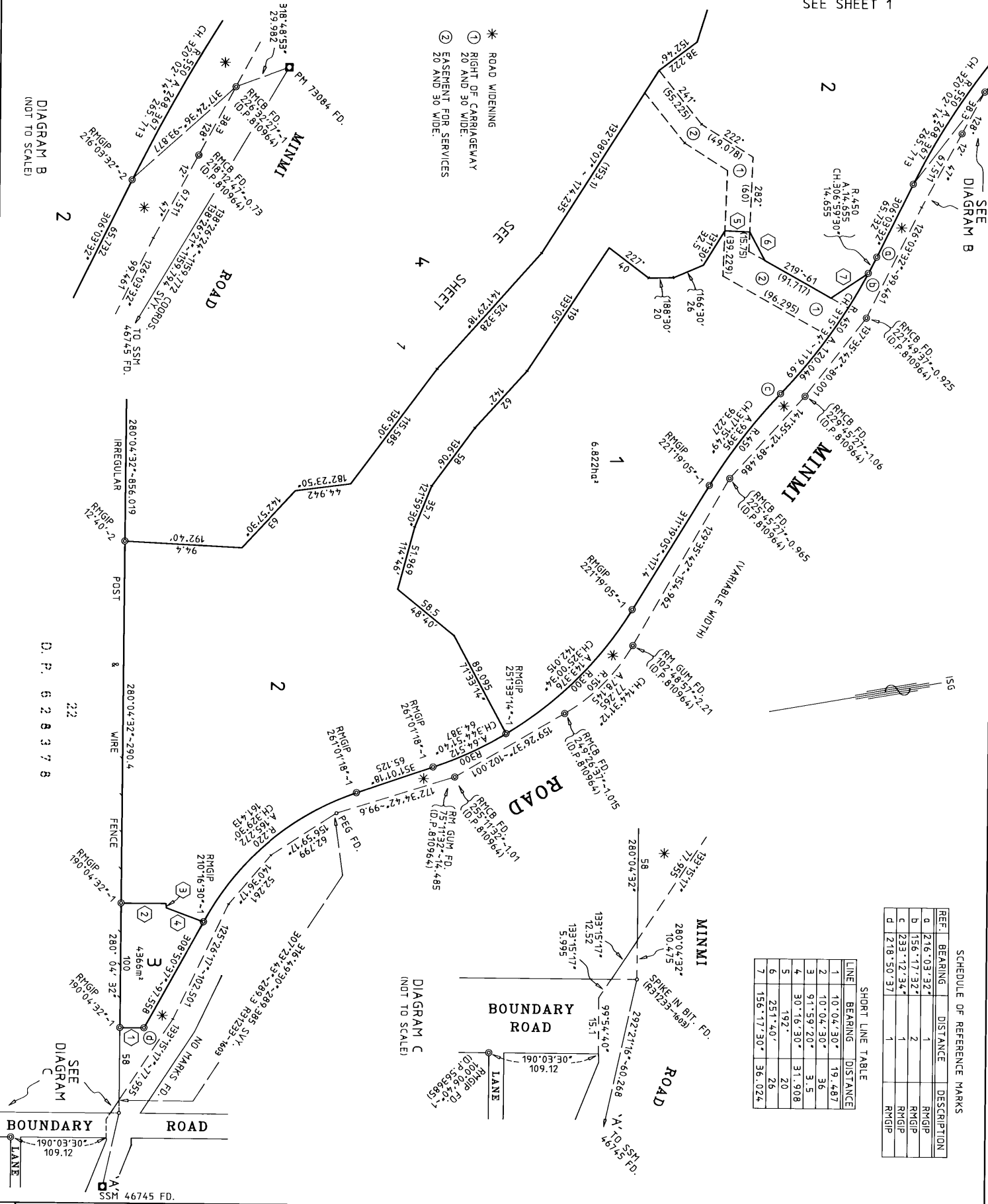
(Signature) Gregory Manning
Surveyor Licensed under the Surveyors Act 1928

Plans used in preparation of survey/compilation:
D.P. 810964 D.P. 563685
D.P. 810119 D.P. 1796688
D.P. 628378
D.P. 9233-1603
D.P. 537123
D.P. 151706

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, or other positive government.
IT IS INTENDED TO DEDICATE THE LAND MARKED ROAD WIDENING TO THE PUBLIC AS ROAD.
PURSUANT TO SECTION 888 OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE :-
1. RIGHT OF CARRIAGEWAY 20 AND 30 WIDE.
2. EASEMENT FOR SERVICES 20 AND 30 WIDE.
3. RESTRICTION ON USE

To be used in conjunction with Plan Form 2
WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

SEE SHEET 1



- * ROAD WIDENING
- ① RIGHT OF CARRIAGEWAY
20 AND 30 WIDE.
- ② EASEMENT FOR SERVICES
20 AND 30 WIDE.

SCHEDULE OF REFERENCE MARKS

REF.	BEARING	DISTANCE	DESCRIPTION
a	Z16.03°32'	1	RMGP
b	S56.17°32'	2	RMGP
c	Z33.12°34'	1	RMGP
d	Z18.50°37'	1	RMGP

SHORT LINE TABLE

LINE	BEARING	DISTANCE
1	10°04'30"	19.487
2	10°04'30"	3.6
3	91°59'20"	3.5
4	30°16'30"	31.908
5	192°	20
6	251°40'	2.6
7	156°17'30"	36.024

DIAGRAM C
(NOT TO SCALE)

DIAGRAM B
(NOT TO SCALE)

Plan Drawing only to appear in this space

* OFFICE USE ONLY

DP 843780

Registered: 14/10/1994

The plan is of my plan in 2 sheets

Gregory Bennett

Surveyor registered under Surveyors Act 1999

This is sheet 2 of the plan of 8 sheets

This is sheet 2 of my plan of 2 sheets
22.07.1994

General Manager / authorized person

From the plan, the area is insufficient in any part on

Reduction Ratio 1:2000

Surveyor's Reference: 88/101

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

(Sheet 1 of 4 Sheets)

PART 1

Plan: D.P.

DP 843780

Subdivision of Lot 90 in deposited plan
810964 (being the land in folio identifier
90/810964) covered by Council Clerk's
Certificate No. 17/30491/10010/02

Full name and address of
proprietor of the land:

Daromin Holdings Pty Limited
ACN 001 251 370
17 James Street
WALLSEND NSW 2287

Full name and address of
Mortgagee of the land:

National Australia Bank Limited
31 Beaumont Street
HAMILTON NSW 2303

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

Right of Carriageway 20 and
30 wide

SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened

Lots, Name of Road or Authority Benefited

1
2

2 and 4
4

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

Easement for Services
20 and 30 wide

SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened

Lots, Name of Road or Authority Benefited

1
2

2 and 4
4

Susan M. J. 57
D. Murray

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

(Sheet 2 of 4 Sheets)

DP 843780

3. Identity of easement
restriction or covenant
thirdly referred to in
abovementioned plan:

Restriction on use of the Land

SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened

Lots, Name of Road or Authority Benefited

2

3 and 4

PART 2

1. Terms of Right of Carriageway 20 and 30 wide Firstly referred to in the
abovementioned plan:

(a) Right of carriageway.

(b) The above Right of Carriageway shall be deemed to have been released and shall become null and void upon the dedication of a public road thereby granting access from the lot benefited to Minmi Road. Notwithstanding anything contained in this instrument, upon the dedication of a public road as aforesaid, the Registered Proprietor of the lot burdened or of any part thereof shall be entitled to make any such application to the Registrar General as may be necessary to have any reference to the above Right of Carriageway removed from the title of the lot burdened.

Susan M. Gray
S. M. Gray

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

(Sheet 3 of 4 Sheets)

DP 843780

2. Terms of Easement for Services 20 and 30 wide Secondly referred to in the
abovementioned plan:

- (a) Full and free right leave, liberty and licence for the registered proprietor for the time being of the lot benefited (the dominant tenement) from time to time and at all times hereafter by himself or his servants, workmen, contractors and agents to construct, lay down, replace, repair, renew, maintain and remove underground electricity, telecommunication, gas, water and sewerage cables or pipes as the case may be beneath the surface of the lot burdened (the servient tenement) for the purpose of providing electricity, gas, telecommunication and water to the dominant tenement or draining water or sewerage from the dominant tenement at such depths as he shall think proper together with the right of the registered proprietor from time to time of the dominant tenement and his servants, workmen, contractors and agents at all times hereafter to enter upon the servient tenement for the purpose of repairing, renewing, maintaining, constructing, laying down or removing or replacing any such cable or pipe at all times doing as little damage as reasonably possible to the surface of the servient tenement and forthwith making doo all damage that may be done thereto and restore that surface as nearly as practicable to its original condition.
- (b) The above Easement for Services shall be deemed to have been released and shall become null and void upon the dedication of a public road thereby granting access from the lot benefited to Minmi Road. Notwithstanding anything contained in this instrument, upon the dedication of a public road as aforesaid, the Registered Proprietor of the lot burdened or of any part thereof shall be entitled to make any such application to the Registrar General as may be necessary to have any reference to the above Easement for Services removed from the title of the lot burdened.

Susan Mungay
W. Mungay

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 4 of 4 Sheets)

DP 843780

3. Terms of Restriction on the use of the Land Thirdly referred to in the
abovementioned plan:

No fence shall be erected on any lot burdened to divide it from any lot benefited without the prior written consent of the proprietor of the lot benefited its successors or assigns other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to the proprietor of the land benefited its successors or assigns. In favour of any person dealing with the transferees from the proprietor of the lot benefited its successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. This covenant in regard to fencing shall be binding on the registered proprietor of any lot, burdened, his executors, administrators and assigns only during the ownership of the lot benefited, by Daromin Holdings Pty Limited in the case of Lot 4 and Paramount Landscaping Pty Limited in the case of Lot 3 their successors or assigns other than purchasers on sale.

The persons having the right to release vary or modify the easements and covenants, firstly and secondly referred to herein prior to the dedication of a public road as set out in sub-clause (b) thereof are the proprietors for the time being of the dominant and servient tenement by mutual agreement together with the Newcastle City Council.

Any release, variation or modification of these restrictions shall be made in all respects at the cost and expense of the person requesting the same.

DATED THIS

6th

DAY OF

October

1994

THE COMMON SEAL OF
DAROMIN HOLDINGS PTY LIMITED
was hereunto affixed
by the authority of
the Board in the
presence of:



D. Murray
Director

Secretary
Secretary

REGISTERED  *14.10.94*

SIGNED AT HAMILTON THIS *23rd* DAY
OF *September* 19 *94* FOR NATIONAL
AUSTRALIA BANK LIMITED BY
MICHAEL FRIEDMAN ITS DULY
APPOINTED ATTORNEY UNDER
POWER OF ATTORNEY NO. *549* BOOK *3834*

[Signature]
MANAGER

[Signature]
WITNESS



City of
Newcastle

Planning Certificate

Section 10.7, Environmental Planning and Assessment Act 1979

To: Ezystep Conveyancing
470 Pacific Highway
Belmont NSW 2280

Certificate No: PL2023/05774
Fees: \$67.00
Receipt No(s): D002806506

Your Reference: Towell BSB21281

Date of Issue: 18/10/2023

The Land: Lot 374 DP 868047 1 Maple Way Fletcher NSW 2287

Advice provided on this Certificate:

Advice under section 10.7(2): see items 1 – 23

IMPORTANT: Please read this certificate carefully

This certificate contains important information about the land.

Please check for any item which could be inconsistent with the proposed use or development of the land. If there is anything you do not understand, phone our **Customer Contact Centre** on (02) 4974 2000, or come in and see us.

The information provided in this certificate relates only to the land described above. If you need information about adjoining or nearby land, or about the City of Newcastle (CN) development policies for the general area, contact our **Customer Contact Centre**.

All information provided is correct as at 18/10/2023. However, it's possible for changes to occur within a short time. We recommend that you only rely upon a very recent certificate.

City of Newcastle

PO Box 489
NEWCASTLE NSW 2300

Phone: (02) 4974 2000
Facsimile: (02) 4974 2222

Customer Contact Centre

Ground floor,
12 Stewart Avenue
Newcastle West NSW 2302

Office hours:

Mondays to Fridays 8.30 am to 5.00 pm

Part 1:

Advice provided under section 10.7(2)

ATTENTION: The explanatory notes appearing in italic print within Part 1 are provided to assist understanding, but do not form part of the advice provided under section 10.7(2). These notes shall be taken as being advice provided under section 10.7(5).

1. Names of relevant planning instruments and development control plans

- A. The following environmental planning instruments and development control plans apply to the land, either in full or in part.

State Environmental Planning Policies

State Environmental Planning Policy No. 65 - Design Quality of Residential Flat Development

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Precincts - Regional) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

Local Environmental Plans and Development Control Plans

Newcastle Local Environmental Plan 2012

Newcastle Development Control Plan 2012

- B. The following proposed environmental planning instruments and draft development control plans are or have been the subject of community consultation or on public exhibition under the *Environmental Planning and Assessment Act 1979*, apply to the carrying out of development on the land.

Proposed State Environmental Planning Policies

There are currently no draft State Environmental Planning Policies that apply to this land.

Detailed information of any draft State Environmental Planning Policies is available at the NSW Department of Planning and Environment website.

Planning Proposals for Local Environmental Plans and Draft Development Control Plans

Draft Newcastle Development Control Plan 2023 is on exhibition from 28 September 2023 to 27 October 2023.

Detailed information of any draft environmental planning instruments is available at the NSW Department of Planning and Environment website and on City of Newcastle's website.

2. Zoning and land use under relevant planning instruments

Newcastle Local Environmental Plan 2012

Zoning: The Newcastle Local Environmental Plan 2012 identifies the land as being within the following zone(s):

Zone R2 Low Density Residential

Note: Refer to www.newcastle.nsw.gov.au or www.legislation.nsw.gov.au website for LEP instrument and zoning maps.

The following is an extract from the zoning provisions contained in Newcastle Local Environmental Plan 2012:

Zone R2 Low Density Residential

- **Objectives of zone**

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To accommodate a diversity of housing forms that respects the amenity, heritage and character of surrounding development and the quality of the environment.

- **Permitted without consent**

Environmental protection works; Home occupations

- **Permitted with consent**

Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Emergency services facilities; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Hospitals; Neighbourhood shops; Oyster aquaculture; Pond based aquaculture; Recreation areas; Residential accommodation; Respite day care centres; Roads; Tank-based aquaculture; Tourist and visitor accommodation

- **Prohibited**

Backpackers' accommodation; Hostels; Rural workers' dwellings; Serviced apartments; Any other development not specified in, permitted without consent or permitted with consent

- **Additional permitted uses**

The land does not have additional permitted uses.

- **Minimum land dimensions for erection of a dwelling-house**

The Newcastle Local Environmental Plan 2012 contains development standards relating to minimum land dimensions for the erection of a dwelling house. Refer to clause 4.1 Minimum subdivision lot size and Part 4 Principle development standards of the Newcastle LEP 2012 for provisions relating to minimum lot sizes for residential development.

- **Critical habitat:** The Newcastle Local Environmental Plan 2012 does not identify the land as including or comprising critical habitat.

- **Area of Outstanding Biodiversity Value**

The land is not within a declared area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

- **Heritage conservation area**

The land is not within a heritage conservation area under an environmental planning instrument.

- **Heritage items**

There are no heritage items listed under an environmental planning instrument.

3. Contributions plans

The following contribution plan/s apply to the land.

Section 7.11 Western Corridor Local Infrastructure Contributions Plan 2013 (Updated February 2020):

The Plan specifies section 7.11 contributions that may be imposed as a condition of development consent.

Section 7.12 Development Contributions Plan: Effective 1 January 2022.

The Plan specifies section 7.12 contributions that may be imposed as a condition of development consent.

NOTE: Contributions plans are available on our website or may be viewed at our Customer Contact Centre.

Housing and Productivity Contribution: Effective 1 October 2023.

The Lower Hunter region is subject to Division 7.1 of the Environmental Planning and Assessment Act 1979 and is affected by the Housing and Productivity Contribution.

The Housing and Productivity Contribution may be imposed as a condition of development consent.

NOTE: For further information visit the Department of Planning website.

4. Complying development

The following information details whether the land is land on which there is a restriction to the effect that complying development may, or may not, be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of that policy:

Wilderness area

The land is NOT, and is NOT part of, a wilderness area, within the meaning of the *Wilderness Act 1987*.

State Heritage Register

The land is NOT 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.

Other Heritage Item

The land is NOT identified as an item of environmental heritage, or a heritage item, by an environmental planning instrument, or on which is located an item that is so identified.

Environmentally Sensitive Area or Environmentally Sensitive Land

Except as otherwise provided by *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the land is NOT within an environmentally sensitive area.

State Heritage Exemption

Council does NOT have information about any exemption, granted by the Minister under Section 57(2) of the *Heritage Act 1977*, that may apply to the land.

There is NOT an interim heritage order or exemption thereto, made by Council under Section 57(1A) or (3) of the *Heritage Act 1977*, that applies to the land.

Draft Heritage Item

The land is NOT land that comprises, or on which there is, a draft heritage item in a local environmental plan.

Heritage Conservation Area

The land is NOT within a heritage conservation area in an environmental planning instrument or a draft heritage conservation area in a local environmental plan.

Reserved for a Public Purpose

The land is NOT reserved for a public purpose by an environmental planning instrument.

Acid Sulfate Soil

The land is NOT identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

Significantly contaminated land

The land is NOT significantly contaminated land within the meaning of the *Contaminated Land Management Act 1997*.

Biobanking agreement or property vegetation plan

The land is NOT subject to a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a property vegetation plan approved under the *Native Vegetation Act 2003*.

Private land conservation agreement or set aside area

The land is NOT subject to a private land conservation agreement under the *Biodiversity Conservation Act 2016*. Council does not have information to identify whether the land is a set aside area under section 60ZC of the *Local Land Services Act 2013*.

Buffer area, river front area, ecologically sensitive area or protected area

The land is NOT identified by an environmental planning instrument as being within a buffer area, within a river front area, within an ecologically sensitive area or within a protected area.

Coastline hazard, coastal hazard or coastal erosion hazard

The land is NOT identified by an environmental planning instrument, a development control plan or a policy adopted by Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.

Foreshore area

The land is NOT in a foreshore area.

25 ANEF contour or higher ANEF contour

The land is NOT in the 25 ANEF contour or higher ANEF contour.

Special area

The land is NOT declared to be a special area under the *Water NSW Act 2014*.

Unsewered land

The land is NOT unsewered land to which Chapter 8 of *State Environmental Planning Policy (Biodiversity and Conservation) 2021* applies or is located in any other drinking water catchment identified in any other environmental planning instrument.

Schedule 5 of the Codes SEPP

The land is NOT described or otherwise identified on a map specified in Schedule 5 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

General

If any restriction is identified above, the restriction may not apply to all of the land and Council does not have sufficient information to ascertain the extent to which complying development may, or may not, be carried out on the land.

Note: restrictions other than those arising from the identified clauses of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may exclude complying development from being carried out on the land.

5. Exempt development

The following information details whether the land is land on which there is a restriction to the effect that exempt development may, or may not, be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of clause 1.16(1)(b1)–(d) or 1.16A of that policy:

Area of Outstanding Biodiversity Value

The land IS NOT within a declared area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*.

Area of Declared Critical Habitat

The land IS NOT within a declared critical habitat under Part 7A of the *Fisheries Management Act 1994*.

Wilderness area

The land is NOT, and is NOT part of, a wilderness area, within the meaning of the *Wilderness Act 1987*.

Listed on the State Heritage Register

This land IS NOT listed on the State Heritage Register under the *Heritage Act 1977* and IS NOT subject to an interim heritage order under that Act.

Listed on Schedule 4 of the Exempt and Complying Development Codes State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The land is NOT listed on Schedule 4 of the Exempt and Complying Development Codes State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Siding Spring Observatory

The land is NOT within 18 kilometres of Siding Spring Observatory.

General

If any restriction is identified above, the restriction may not apply to all of the land and Council does not have sufficient information to ascertain the extent to which exempt development may, or may not, be carried out on the land.

Note: restrictions other than those arising from the identified clauses of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may exclude exempt development from being carried out on the land.

6. Affected building notices and building product rectification orders

The land IS NOT AFFECTED by any affected building notice of which CN is aware that is in force in respect of the land.

The land IS NOT AFFECTED by any building product rectification order that has not been fully complied with, of which CN is aware that is in force in respect of the land.

The land IS NOT AFFECTED by an outstanding notice of intention to make a building product rectification order of which CN is aware.

An affected building notice has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017*.
Building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*.

7. Land reserved for acquisition

The land is not identified for acquisition by a public authority (as referred to in section 3.15 of the Act) by any environmental planning instrument or proposed environmental planning instrument applying to the land.

8. Road widening and road realignment

NOTE: Transport for NSW (TfNSW) may have proposals that are not referred to in this item. For advice about affectation by TfNSW proposals, contact Transport for NSW, Locked Mail Bag 30 Newcastle 2300. Ph: 131 782.

The land IS NOT AFFECTED by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993.

The land IS NOT AFFECTED by any road widening or road realignment under an environmental planning instrument.

The land IS NOT AFFECTED by road widening or road realignment under a resolution of the Council.

9. Flood related development controls

7A(1) Mapping information is not available and it is unknown if the land or part of the land is within the flood planning area.

7A(2) Mapping information is not available and it is unknown if the land or part of the land is between the flood planning area and the probable maximum flood.

Our current information indicates the property is not flood prone land as defined in the Floodplain Development Manual: the management of flood liable land, April 2005 published by the NSW Government.

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

Except as stated below, the land is not affected by a policy referred to in Item 10 of Schedule 2 of the Environmental Planning and Assessment Regulation 2021 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.

Potential acid sulfate soils: Works carried out on the land must be undertaken in accordance with Clause 6.1 Acid sulfate soils of the Newcastle Local Environmental Plan 2012.

Land Contamination: Council has adopted a policy of restricting development or imposing conditions on properties affected by Land Contamination. Refer to the Newcastle Development Control Plan 2012, which is available to view and download from City of Newcastle's website.

Bush fire: Under clause 5.11 Bush fire hazard reduction of the Newcastle LEP 2012, bush fire hazard reduction work authorised by the Rural Fires Act 1997 may be carried out on any land without development consent.

NOTE: The Rural Fires Act 1997 also makes provision relating to the carrying out of development on bush fire prone land.

NOTE: The absence of a policy to restrict development of the land because of the likelihood of a particular risk does not imply that the land is free from that risk. City of Newcastle (CN) considers the likelihood of natural and man-made risks when determining development applications under section 4.15 of the Environmental Planning and Assessment Act 1979. Detailed investigation carried out in conjunction with the preparation or assessment of a development application may result in CN either refusing development consent or imposing conditions of consent on the basis of risks that are not identified above.

11. Bush fire prone land

The land, either in whole or in part IS bush fire prone land for the purposes of the Environmental Planning and Assessment Act 1979.

12. Loose-fill asbestos insulation

Property HAS NOT been notified: Council HAS NOT been notified that: - a residential dwelling erected on this land has been identified in the Loose-fill Asbestos Insulation Register maintained by NSW Fair Trading as containing loose-fill asbestos insulation.

13. Mine Subsidence

The land IS WITHIN a declared Mine Subsidence District under section 20 of the Coal Mine Subsidence Compensation Act 2017. Development in a Mine Subsidence District requires approval from Subsidence Advisory NSW. Subsidence Advisory NSW provides compensation to property owners for mine subsidence damage. To be eligible for compensation, development must be constructed in accordance with Subsidence Advisory NSW approval. Subsidence Advisory NSW has set surface development guidelines for properties in Mine Subsidence Districts that specify building requirements to help prevent potential damage from coal mine subsidence.

NOTE: The above advice is provided to the extent that City of Newcastle (CN) has been notified by Subsidence Advisory NSW.

14. Paper subdivision information

The land IS NOT AFFECTED by any development plan that applies to the land or that is proposed to be subject to a consent ballot.

15. Property vegetation plans

Not applicable. The Native Vegetation Act 2003 does not apply to the Newcastle local government area.

16. Biodiversity stewardship sites

The land IS NOT land (of which CN is aware) under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

17. Biodiversity certified land

The land IS NOT biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

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

CN HAS NOT been notified that 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.

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

The land IS NOT subject to an agreement for annual charges under section 496B of the *Local Government Act 1993* for coastal protection services (within the meaning of section 553B of that Act).

20. Western Sydney Aerotropolis

The land is not within the Western Sydney Aerotropolis, as defined by Chapter 4 of State Environmental Planning Instrument (Precincts - Western Parkland City) 2021.

21. Development consent conditions for seniors housing

(a) The land IS NOT AFFECTED by a current site compatibility certificate (of which CN is aware) issued under the State Environmental Planning Policy (Housing) 2021.

(b) The land IS NOT AFFECTED by any terms of kind referred to in clause 88(2) of the State Environmental Planning Policy (Housing) 2021, that have been imposed as a condition of consent to a development application granted after 11 October, 2007 in respect of the land.

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

The land IS NOT AFFECTED by a valid site compatibility certificate (of which CN is aware) issued under the State Environmental Planning Policy (Affordable Rental Housing) 2009.

23. Matters prescribed under the Contaminated Land Management Act 1997

Note: There are no matters prescribed by section 59(2) of the Contaminated Land Management Act 1997 to be disclosed, however if other contamination information is held by the Council this may be provided under a section 10.7(5) certificate.

Issued without alterations or additions, 18/10/23
Authorised by

JEREMY BATH
CHIEF EXECUTIVE OFFICER



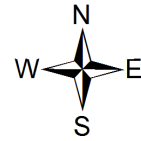
HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack
1 MAPLE
FLETCHER NSW

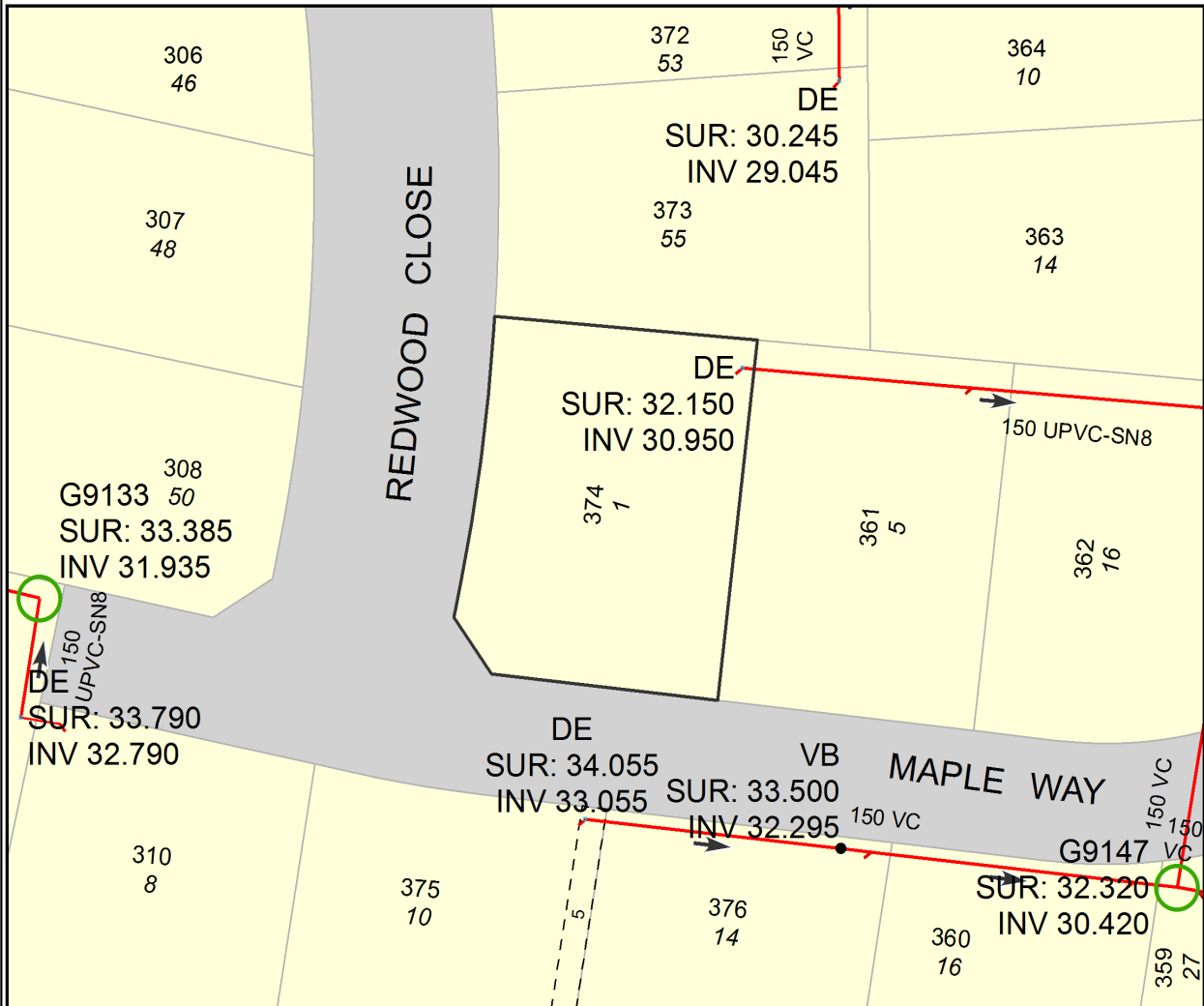
APPLICATION NO.: 2111719

APPLICANT REF: M Towell BSB230733

RATEABLE PREMISE NO.: 1585810851

PROPERTY ADDRESS: 1 MAPLE WAY FLETCHER 2287

LOT/SECTION/DP:SP: 374//DP 868047



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: 16/10/2023

Scale at A4: 1:500

CADASTRAL DATA © LPI OF NSW
CONTOUR DATA © AAMHatch
© Department of Planning

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

NSW SWIMMING POOL REGISTER

Certificate of Non-compliance

Clause 21 – Swimming Pools Regulation 2018

Pool no: 47b810fb
Property address: 1 MAPLE WAY FLETCHER
Date of inspection: 20 October 2023
Expiry date: 20 October 2024
Issuing authority: Grant Leslie Wilson - Registered Certifier - bdc04934

Did not comply with AS1926.1 (2012).

The swimming pool at the above property DOES NOT COMPLY with Part 2 of the *Swimming Pools Act 1992*. Please refer to the registered certifier's notice, issued under section 22E of the *Swimming Pools Act 1992*, for detailed reasons of non-compliance and rectification works required to render the swimming pool compliant with the applicable standard.

The swimming pool poses a significant risk to public safety

The swimming pool does not pose a significant risk to public safety

Non-compliance area/s:

Boundary fence	<input checked="" type="checkbox"/>	Doors	<input type="checkbox"/>
Fence height	<input type="checkbox"/>	Fence panels/gaps	<input type="checkbox"/>
Gate closure	<input type="checkbox"/>	Gate latch	<input type="checkbox"/>
Non-ancillary structure	<input type="checkbox"/>	Non-climbable zones	<input type="checkbox"/>
Signage	<input type="checkbox"/>	Window	<input type="checkbox"/>
Other (see text box below)	<input type="checkbox"/>		

This certificate expires on issuing of a certificate of compliance or 12 months after the date of issue, whichever occurs first.

Purchasers of a property with a non-compliant swimming pool barrier have 90 days from the date of settlement to fix any areas of non-compliance.

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	47b810fb
Property Address:	1 MAPLE WAY FLETCHER
Date of Registration:	20 October 2023
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	In Ground

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance