

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Meeks Real Estate 347 Main Road CARDIFF, NSW 2285	email: sales@meeksrealestate.com.au
co-agent		
vendor	Matthew Borsato 48/75 Abbott Street, WALLSEND, NSW 2287	
vendor's solicitor	Lea Smith Solicitor 38c William Street RAYMOND TERRACE NSW 2324	phone: 02 4983 1233 email: lea@lealaw.com.au ref: 166-24
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	48 75 ABBOTT ST WALLSEND NSW 2287 Lot 74 Plan STRATA PLAN 86400 Folio Identifier 74/SP86400	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning <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 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 type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: smoke alarm
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	
balance	(10% of the price, unless otherwise stated)
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 Lodgment Network (ELN)*** (clause 4)

PEXA

Manual transaction (clause 30)☒ NO ☐ yes

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

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable☒ NO ☐ yes**GST:** Taxable supply☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☒ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make an *GSTRW payment*☒ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

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)
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate 	<ul style="list-style-type: none"> <input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract
<p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance 	<p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60

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

ADDITIONAL CONDITIONS

1. The purchaser warrants that he/she was not introduced to the property or to the vendor by any Real Estate Agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent, if any, specified in the Agreement) and the purchaser indemnifies the vendor against any claim arising out of any such introduction of the purchaser and against all claims and expenses of and incidental to the defence and determination of any such claim made against the vendor. This clause shall not merge on completion.
2. It is expressly agreed between the purchaser and the vendor that all of the conditions of sale are embodied in this agreement and the vendor shall not be liable to the purchaser for any agreement, stipulation, condition, statement or representation made by any other person or agent acting or purporting to act on behalf of the vendor in relation to the property, its state of repair or suitability for any purpose whatsoever except as expressly set out in this agreement.
3. The subject property, land and improvements are sold in their present state of repair and no warranty as to their condition is given by the vendor and the purchaser will not raise any requisition or objection or make any claim for compensation on the grounds that there are any defects in any building or structure erected upon the subject property or that any repairs are required thereto.
4. The purchaser purchases the property, land and improvements in their present state of repair and condition and will not make objection, requisition or claim for compensation in relation thereto. Should a Building Information Certificate under Division 6.7 of the *Environment Planning and Assessment Act 1979* be applied for and the local Council refuses to issue such a Certificate or imposes any conditions with which the vendor is unwilling to comply as a pre-requisite to the issue of such Certificate then the purchaser may rescind this agreement but shall not have any other remedies.
5. Completion shall take place in accordance with the Completion Date set by this Contract. If completion has not taken place on or before such date either party hereto, not being in default hereunder, may give to the other fourteen (14) days notice in writing to complete and such notice shall thereupon make such time or the essence of this agreement. The party to whom such notice is given shall not be entitled to object to the sufficiency or adequacy of such notice and the parties agree that a period of fourteen (14) days is a reasonable and sufficient period.
6. The purchaser may arrange, at his own expense, to have a meter reading undertaken by the Local Water Authority (where applicable) to ascertain water usage up to the date of completion and the vendor will pay for such water usage to the date of completion.

In the alternative, the vendor and the purchaser may agree to adjust the water usage charges on the basis of an estimate of water usage charges calculated in accordance with the average daily consumption for the last meter reading period as advised by the Local Water Authority and such adjustment shall be final and conclusive and no further adjustment of water usage charges shall take place after completion.

7. Where:-

- (a) the vendor is ready, willing and able to execute the assurance of the property and complete this Contract; and
- (b) the purchaser does not complete this Contract on the completion date appointed on the front page of this Contract then:
 - (i) the vendor may at any time thereafter issue a Notice to Complete making the time for completion of the essence of this Agreement. A period of fourteen (14) days following the date of the service of any such Notice to Complete shall be deemed to be a reasonable time for completion pursuant to any such Notice;
 - (ii) the purchaser must pay to the vendor the sum of \$275.00 on account of the additional legal fees incurred by the vendor relative to the delay; and
 - (iii) the purchaser must pay to the vendor interest on the purchase price at the rate of seven per cent (7%) per annum calculated from that date to the date of completion.

The parties agree that the payments under this clause are made on account of damages, are essential and that the vendor shall not be required to settle unless such amounts are paid on completion.

The parties further agree that payments under this clause are without prejudice to the vendor's rights to commence action for breach of contract in respect of any loss sustained out of the purchaser's breach, but such amount shall be taken into account in assessing damage.

8. Notwithstanding any other provision of this agreement, if:

- (a) the deposit agreed to be paid by the purchaser is less than ten per cent (10%) of the purchase price, and
- (b) the vendor becomes entitled to and the purchaser forfeits the deposit actually paid, the purchaser forthwith upon demand will pay to the vendor the difference between ten per cent (10%) of the purchase price and the amount actually paid to the extent that a full ten per cent (10%) of the purchase price is forfeitable by way of deposit upon default.
- (c) if the purchaser fails to pay any part of the deposit when due then in addition to any other right, the vendor may recover that part together with interest and indemnity costs in any Court of competent jurisdiction.

9. Clause 9.1 is amended by adding the words "including the right to sue the purchaser for the unpaid balance of deposit as a separate claim to Clause 9.3".

10. Clause 25.1.1 is amended by the deletion of the word "limited".

11. Notwithstanding the provisions of Clause 25.1 should the land be noted as Qualified Title which has lapsed under Section 28M or Section Section 28MA of the *Real Property Act 1900* the vendor is not required to serve a proper abstract of title under Clause 25.2.
12. For the purposes of this Contract, in particular Clause 5, any requisitions on title are to be in the form attached to this Contract.
13. Where a Surveyor's Certificate (or copy thereof) is annexed to this Contract:-
 - (a) the vendor does not warrant the accuracy or completeness of the Certificate; and
 - (b) the purchaser will take title subject to and will not make any objection requisition or claim for compensation or claim any right to rescind or terminate in respect of matters disclosed or referred to in such certificate.
14. This clause applies if the purchaser is a company or association:
 - 14.1 The Directors and Secretary of the purchaser, by the execution hereof, guarantee to the vendor the performance by the purchaser of all of the purchaser's obligations under this Contract.
 - 14.2 If the purchaser does not comply with the conditions of the Contract the guarantor must pay to the vendor upon demand the damages arising from such breach even if the vendor has not tried to recover payment from the purchaser.
15. In this clause "GST" refers to a goods and services tax under a New Tax System (Goods and Services Tax) Act, 1999 ("GST Act") and the terms used have the meanings as defined in the GST Act.
 - (a) The Vendor is, and has been, occupying the property as a residence and it is residential premises under the GST Act.
 - (b) The Purchaser agrees, on and after completion of this sale, to use the property predominantly for residential accommodation.
 - (c) In the event of the Vendor being liable for GST, because of the Purchaser's failure to comply with (b):-
 - (i) the Purchaser agrees to pay to the Vendor, within fourteen (14) days after the Vendor's liability for GST, on this sale is confirmed by correspondence or an assessment from the Commissioner, the amount of the GST, including any additional penalty and interest;
 - (ii) the Vendor shall deliver to the Purchaser, as a precondition to such payment, a tax invoice in a form which complies with the GST Act and the regulations.

16. Without prejudice to any other rights or remedies which may be available, should either party (or any one of them) prior to completion:-
- 16.1 being a company: resolve to go into liquidation or have an application for its winding up filed or enter into any scheme or arrangement with its creditors, or have a liquidator, receiver, administrator or external manager appointed to it; or
- 16.2 being a natural person: die, become bankrupt, execute a deed of assignment or deed of arrangement, or enter into a composition with creditors;
- (such events being referred to in this clause as “the Incapacity Event”) then:
- 16.3 the Completion Date for the purpose of this Contract will be altered to be:
- the later of the Completion Date provided for on the front page of this Contract; and
the date being three (3) months from the date of the occurrence of the Incapacity Event.
- However:
- 16.4 either party (or any one of them or their legal personal representative) may, within 21 days of being notified of the Incapacity Event, rescind this Contract by service of written notice on the other party whereupon the provisions of clause 19 shall apply.
- Provided however that the provisions of this clause 16.4 do not apply in the event of the death of a vendor if there is a surviving vendor entitled to be registered as to the sole registered proprietor of the property by way of Notice of Death.
17. If there is any conflict between these additional conditions and the current edition standard printed clauses of the Contract, these additional conditions shall apply.
18. Completion subject to Foreign Investment Review Board (FIRB) approval
- (a) The buyer requires the approval of the FIRB to purchase the property.
- (b) The buyer warrants that an application for approval for it to purchase the property has been lodged with the FIRB.
- (c) The buyer will use its best endeavours to obtain the approval as soon as possible.
- (d) The buyer will keep the seller fully informed of the progress of the buyer's application and will deliver to the seller copies of all correspondence in connection with the application.
- (e) Completion of this agreement will take place within 21 days from the date the buyer receives notice of approval. If completion does not take place within those 21 days, the seller may serve a notice on the buyer stipulating a date for completion being not less than 14 days after the date of service of that notice. The notice may provide that time is of the essence in respect of the date stipulated for completion. The parties agree that for the purposes of this condition a

period of 14 days after service of the notice is a sufficient and reasonable time within which to complete this agreement.

- (f) If the buyer does not provide written notice of the FIRB approval to the seller within 90 days from the date of this agreement, the seller may rescind this agreement.
- (g) If the FIRB notifies the buyer that it will not approve of its purchase of the property, the buyer will immediately notify the seller, whereupon either party may rescind this agreement.



FOLIO: 74/SP86400

SEARCH DATE	TIME	EDITION NO	DATE
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10/4/2024	10:29 AM	6	4/10/2019

LAND

LOT 74 IN STRATA PLAN 86400

AT WALLSEND

LOCAL GOVERNMENT AREA NEWCASTLE

FIRST SCHEDULE

MATTHEW BORSATO

(T AJ563604)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP86274

2 AP585418 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP86274

SEARCH DATE	TIME	EDITION NO	DATE
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10/4/2024	10:30 AM	9	7/9/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 86274
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT WALLSEND

LOCAL GOVERNMENT AREA NEWCASTLE

PARISH OF HEXHAM COUNTY OF NORTHUMBERLAND

TITLE DIAGRAM SP86274

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 86274

ADDRESS FOR SERVICE OF DOCUMENTS:

75 ABBOTT STREET

WALLSEND, NSW 2287

SECOND SCHEDULE (23 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE STRATA SCHEME AND DEVELOPMENT CONTRACT IN TERMS OF SECTION
8(5) (A) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973
INCORPORATES DEVELOPMENT LOTS 10 - 17
SP86400 THE DEVELOPMENT SCHEME IS NOW CONCLUDED
- 3 B721176 LAND EXCLUDES MINERALS WITHIN THE PART SHOWN SO
INDICATED IN DP1142734
- 4 C522320 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO
MINE WITHIN THE PART SHOWN SO INDICATED IN DP1142734
- 5 C602057 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO
MINE WITHIN THE PART SHOWN SO INDICATED IN DP1142734
- 6 C602057 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
DP1142734
- 7 C971498 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO
MINE WITHIN THE PART SHOWN SO INDICATED IN DP1142734
- 8 C971498 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
DP1142734
- 9 D278570 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO
MINE WITHIN THE PART SHOWN SO INDICATED IN DP1142734
- 10 D278570 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
DP1142734
- 11 D461677 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO
MINE WITHIN THE PART SHOWN SO INDICATED IN DP1142734
- 12 D461677 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP86274

PAGE 2

SECOND SCHEDULE (23 NOTIFICATIONS) (CONTINUED)

DP1142734

13 D696688 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO
MINE WITHIN THE PART SHOWN SO INDICATED IN DP1142734

14 D696688 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
DP1142734

15 D730544 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO
MINE WITHIN THE PART SHOWN SO INDICATED IN DP1142734

16 D730544 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
DP1142734

17 G16201 LAND EXCLUDES MINERALS WITHIN THE PART SHOWN SO
INDICATED IN DP1142734

18 G16201 EASEMENT TO LET DOWN THE SURFACE AFFECTING THE
PART SHOWN SO BURDENED IN DP1142734

19 G16201 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
DP1142734

20 G329641 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
DP1142734

21 AM605046 INITIAL PERIOD EXPIRED

22 AN360798 INITIAL PERIOD EXPIRED

23 AR395647 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 13103)

STRATA PLAN 86274

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 -	316	2 -	290	3 -	300	4 -	280
5 -	240	6 -	30	7 -	30	8 -	10
9 -	10	10 -	SP86275	11 -	SP86276	12 -	SP86328
13 -	SP86396	14 -	SP86397	15 -	SP86398	16 -	SP86399
17 -	SP86400						

STRATA PLAN 86275

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
18 -	280	19 -	220	20 -	256	21 -	231
22 -	240	23 -	200	24 -	216	25 -	216
26 -	30						

STRATA PLAN 86276

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
27 -	250	28 -	280	29 -	280	30 -	250
31 -	216	32 -	260	33 -	10	34 -	10

STRATA PLAN 86328

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
35 -	280	36 -	280	37 -	280	38 -	280
39 -	206	40 -	240	41 -	216	42 -	246

END OF PAGE 2 - CONTINUED OVER

FOLIO: CP/SP86274

PAGE 3

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 13103) (CONTINUED)

STRATA PLAN 86328

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
43	- 10	44	- 10	45	- 10	46	- 10
47	- 10	48	- 10				

STRATA PLAN 86396

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
49	- 236	50	- 236	51	- 206	52	- 206
53	- 236	54	- 206				

STRATA PLAN 86397

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
55	- 290	56	- 280	57	- 239	58	- 30
59	- 30						

STRATA PLAN 86398

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
60	- 326	61	- 240	62	- 243	63	- 210
64	- 208	65	- 10	66	- 10	67	- 10

STRATA PLAN 86399

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
68	- 240	69	- 243	70	- 240	71	- 214
72	- 214	73	- 214				

STRATA PLAN 86400

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
74	- 243	75	- 240	76	- 336	77	- 214
78	- 214						

NOTATIONS

UNREGISTERED DEALINGS: NIL

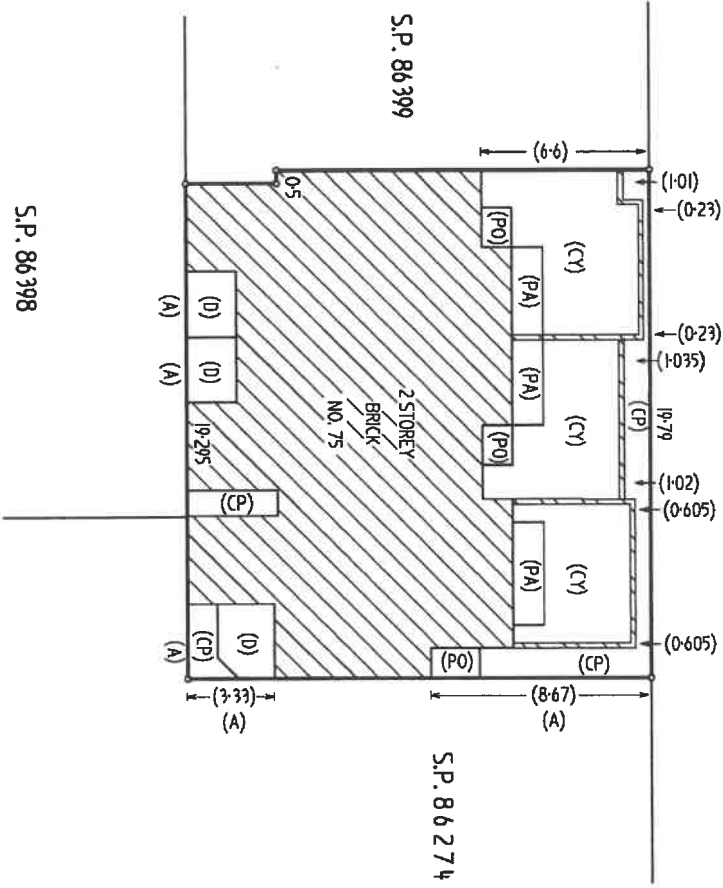
*** END OF SEARCH ***

G.N.

M.G.A.

LOCATION PLAN

ABBOTT STREET



- (A) PROLONGATION FACE BK. WALL
- (CY) COURTYARD
- (DA) DRYING AREA
- (PA) PATIO
- (PO) PORCH
- (CP) COMMON PROPERTY

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

Surveyor: ALLAN WILLIAM CAVANAGH
Surveyor's Ref: 15563/17
Subdivision No: S041
Lengths are in metres. Reduction Ratio 1: 200



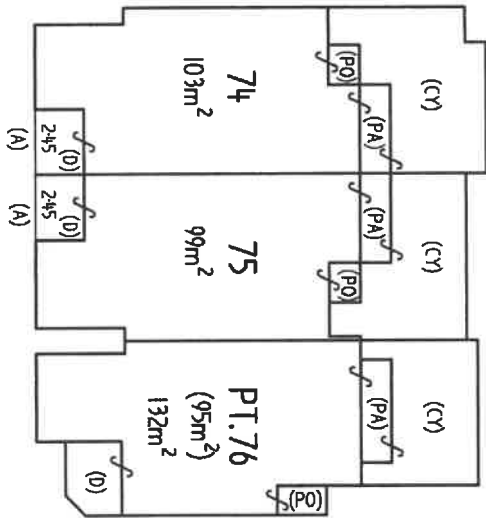
22.3.2012

SP86400



GROUND FLOOR

MEASUREMENTS OF FLOOR AREA SHOWN ON THE FLOOR PLAN ARE APPROXIMATE AND CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM MEASUREMENTS OF FLOOR AREA FOR OTHER PURPOSES.



- (A) PROLONGATION FACE BK. WALL
- (CY) COURTYARD
- (PO) PORCH (ROOFED)
- (PA) PATIO (ROOFED)
- (D) DRYING AREA

WHERE NOT ROOFED OR CONCRETE PAVED, THE STRATUM OF THE COURTYARD AREAS AND DRYING AREAS OF LOTS 74, 75 & 76 EXTENDS FROM 2 BELOW TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE UNITS CONCRETE FLOOR.

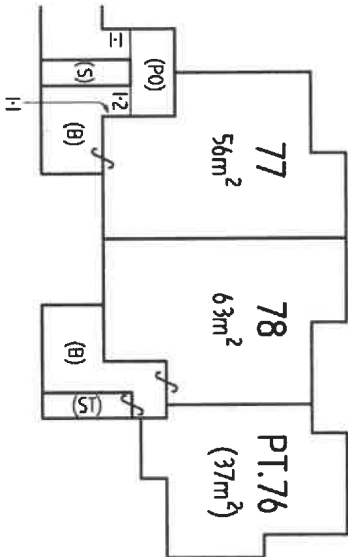
10	20	30	40	50	Table of mm	90	100	110	120	130	140
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Surveyor: ALLAN WILLIAM CAVANAGH Surveyor's Ref: 15563/17 Subdivision No: S041 <small>Lengths are in metres. Reduction Ratio 1: 200</small>	Registered:  22.3.2012	SP86400
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1ST FLOOR

MEASUREMENTS OF FLOOR AREA SHOWN ON THE FLOOR PLAN ARE APPROXIMATE AND CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM MEASUREMENTS OF FLOOR AREA FOR OTHER PURPOSES.



- (B) BALCONY (ROOFED)
- (PO) PORCH (COMMON PROPERTY)
- (S) STAIRS (COMMON PROPERTY)
- (ST) STAIRS

WHERE NOT ROOFED, THE STRATUM OF THE BALCONY AND STAIR AREAS OF LOT 78 EXTENDS TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR AND TREADS.

Surveyor: ALLAN WILLIAM CAVANAGH
Surveyor's Ref: 15563/17
Subdivision No: S041
Lengths are in metres. Reduction Ratio 1: 200



Registered:
22.3.2012

SP86400

10	20	30	40	50	Table of mm	90	100	110	120	130	140
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STRATA PLAN FORM 3 (PART 1)

WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

The Owners – Strata Plan No 86274

Office Use Only

SP86400

Registered:  22.3.2012

Office Use Only

Purpose: STRATA PLAN

PLAN OF SUBDIVISION OF
LOT 17 SP 86274

*Residential Model by-laws adopted for this scheme
*Keeping of animals: Option A/B/C
*Schedule of By-laws in _____ sheets filed with plan
*No By-laws apply
* strike out whichever is inapplicable

Strata Certificate (Approved Form 5)

- (1) ~~The Council of~~
The Accredited Certifier ALAN SACCARO
Accreditation No. BFB0178
has made the required inspections and is satisfied that the requirements of;
*(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and
clause 29A Strata Schemes (Freehold Development) Regulation 2007,
*(b) ~~Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and
clause 30A of the Strata Schemes (Leasehold Development) Regulation
2007,~~
have been complied with and approves of the proposed strata plan illustrated in
the plan with this certificate.
*(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant
development consent in force, and that all conditions of the development consent
that by its terms are required to be complied with before a strata certificate may
be issued, have been complied with.
*(3) The strata plan is part of a development scheme. The council or accredited
certifier is satisfied that the plan is consistent with any applicable conditions of the
relevant development consent and that the plan gives effect to the stage of the
strata development contract to which it relates.
*(4) ~~The building encroaches on a public place and;~~
*(a) ~~The Council does not object to the encroachment of the building beyond the
allignment of~~
*(b) ~~The Accredited Certifier is satisfied that the building complies with the
relevant development consent which is in force and allows the
encroachment.~~
*(5) ~~This approval is given on the condition that lot(s) [^] is created as utility lots in
accordance with section 38 of the Strata Schemes (Freehold Development) Act
1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.~~
Date 1 MARCH 2012
Subdivision No. 3041
Relevant Development Consent No. SPC 000232
issued by A. SACCARO

Authorised Person / General Manager / Accredited Certifier

* Strike through if inapplicable.

[^] Insert lot numbers of proposed utility lots.

LGA: NEWCASTLE

Locality: WALLSEND

Parish: HEXHAM

County: NORTHUMBERLAND

Surveyor's Certificate (Approved Form 3)

I, ALLAN WILLIAM CAVANAGH

of CASHMERE MARLER & CAVANAGH PTY LTD
72 BELFORD STREET, BROADMEADOW NSW 2292

a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby
certify that:

- (1) Each applicable requirement of
* Schedule 1A of the Strata Schemes (Freehold Development) Act 1973
* Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986
has been met;
(2) ~~(a) the building encroaches on a public place;~~
~~*(b) the building encroaches on land (other than a public place), and an
appropriate easement has been created by [^] to
permit the encroachment to remain.~~
*(3) the survey information recorded in the accompanying location plan is accurate.

Signature: 

Date: 10TH JANUARY 2012

* Strike through if inapplicable.

[^] Insert the Deposited Plan Number or Dealing Number of the instrument that created the
easement

SURVEYOR'S REFERENCE: 15563/17

Use STRATA PLAN FORM 3A for additional certificates,
signatures and seals

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

PLAN OF
SUBDIVISION OF LOT 17 SP 86274

SP86400

Registered:



22.3.2012

Strata Certificate Details: Subdivision No:

S041

Date:

01/03/12

SCHEDULE OF UNIT ENTITLEMENT
(if insufficient space use additional annexure sheet)

LOT No.	UNIT OF ENTITLEMENT
74	243
75	240
76	336
77	214
78	214
AGGREGATE	1247

Warning Statement regarding the initial Schedule of Unit Entitlements

The Schedule of Unit Entitlements may, on completion of the staged strata development to which it relates, be revised in accordance with Section 28QAA of the Strata Schemes (Freehold Development) Act 1973.

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants
(if insufficient space use additional annexure sheet)

SURVEYOR'S REFERENCE: 15563/17

* OFFICE USE ONLY

STRATA PLAN FORM 3A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 17 SP 86274

Office Use Only

SP86400

Office Use Only

Registered:  22.3.2012

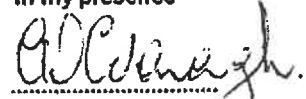
Strata Certificate Details: Subdivision No:

804

Date: 01/03/12

SIMHILL DEVELOPMENTS PTY LIMITED ACN 107 171 237
GEOFFREY WILLIAM O'SHEA AS ATTORNEY FOR
SIMHILL DEVELOPMENTS PTY LIMITED
UNDER BOOK 4562 NO 769
G.O.SHEA

I certify that the Attorney for
Simhill Developments Pty Ltd,
Geoff William O'shea whose
identity I am satisfied with
signed this 5th March 2012
in my presence


Signature of witness

Allan William Cavanagh
Name of Witness

72 Belford Street,
Broadmeadow, NSW
Address of Witness

I certify that the Attorney for the
Mortgagee, with whom I am personally
acquainted or as to whose identity I am
otherwise satisfied, signed this.

5th March 2012
in my presence.

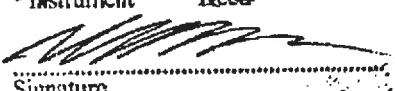

Signature of Witness

Scott James Anderson
Name of Witness

43 Surf Rider Ave Wetherill Park
Address of Witness
NSW

Westpac Banking Corporation
ABN 33 007 457 141 hereby consents
to the within

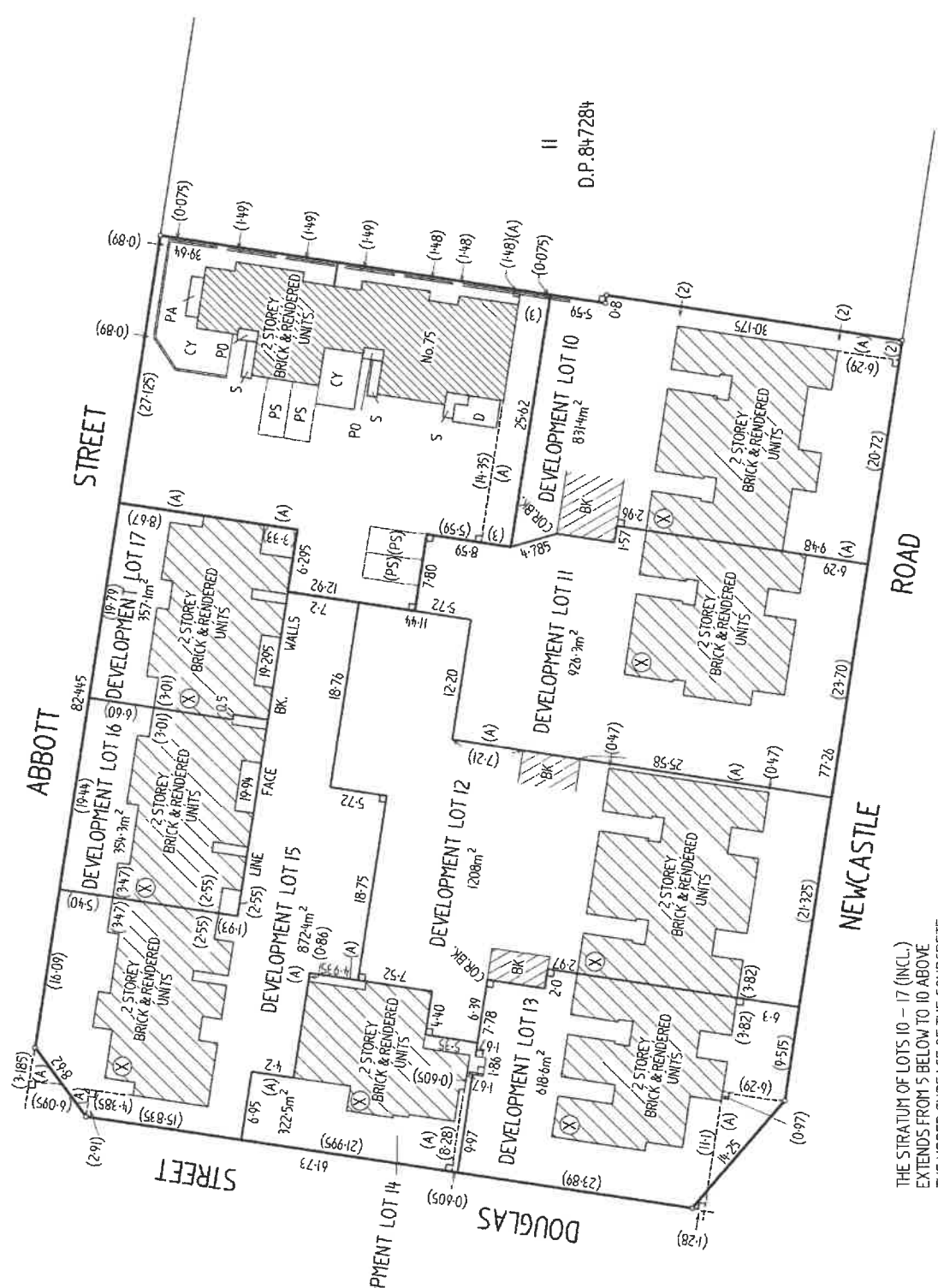
* Lincn Plan * Lease
* Instrument * Deed


Signature

62 OFF 14/3/12
Name of Attorney
TIER THREE ATTORNEY
UNDER POWER OF ATTORNEY
BOOK 4299 NO 332

*Delete whichever not applicable

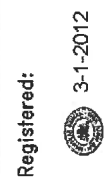
LOCATION PLAN



THE STRATUM OF LOTS 10 - 17 (INCL.) EXTENDS FROM 5 BELOW TO 10 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR MARKED (X) HEREON.

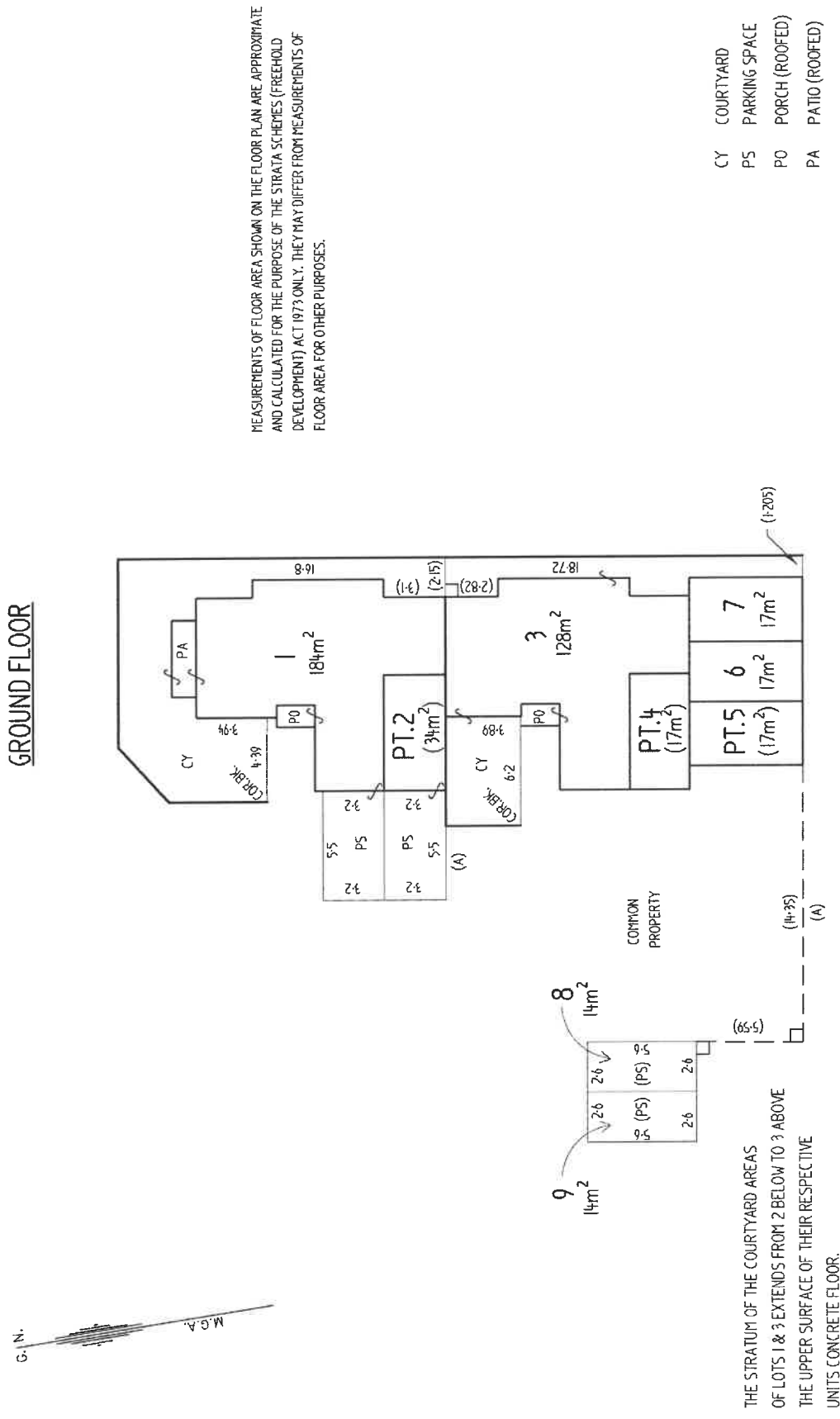
(A) PROLONGATION FACE BK. WALL

Surveyor: ALLAN WILLIAM CAVANAGH
Surveyor's Ref: 15563
Subdivision No: S031
Lengths are in metres. Reduction Ratio 1:400



SP86274

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Table of mm													



SP86274

Registered:
3-1-2012

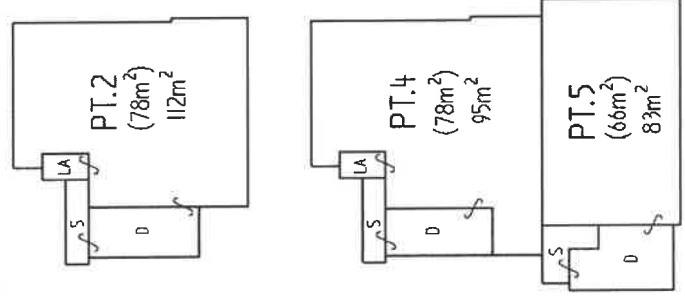
Surveyor: ALLAN WILLIAM CAVANAGH
Surveyor's Ref: 15563
Subdivision No: S031
Lengths are in metres. Reduction Ratio 1: 200

(A) PROLONGATION FACE BK. WALL

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

1ST FLOOR

G.N.
M.G.A.



MEASUREMENTS OF FLOOR AREA SHOWN ON THE FLOOR PLAN ARE APPROXIMATE AND CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM MEASUREMENTS OF FLOOR AREA FOR OTHER PURPOSES.

- D DECK (ROOFED)
- S STAIRS
- LA LANDING (ROOFED)


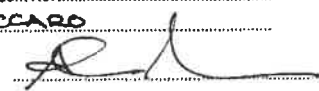
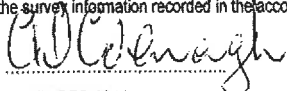
WHERE NOT ROOFED THE STRATUM OF THE STAIRS OF LOTS 2, 4 & 5 EXTENDS TO 3 ABOVE THE UPPER SURFACES OF THEIR RESPECTIVE TREADS.

Surveyor: ALLAN WILLIAM CAVANAGH
Surveyor's Ref: 15563
Subdivision No: S031
Lengths are in metres. Reduction Ratio 1: 200

Registered:
3-1-2012

SP86274

STRATA PLAN FORM 3 (PART 1) WARNING: Creasing or folding will lead to rejection ePlan

STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)
Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)		Office Use Only
The Owners – Strata Plan No 86274 No. 75 Abbott Street Wallsend NSW 2287		SP86274
Registered:  3-1-2012 Purpose: STRATA PLAN		Office Use Only
PLAN OF SUBDIVISION OF LOT 11 DP 1142734		
<p>*Residential Model by-laws adopted for this scheme *Keeping of animals: Option A/B/C *Schedule of By-laws in _____ sheets filed with plan *No By-laws apply * strike out whichever is inapplicable</p>		
<p>Strata Certificate (Approved Form 5)</p> <p>(1) The Council of _____ The Accredited Certifier <u>ALAN SACCARO</u> Accreditation No. <u>BP80778</u> has made the required inspections and is satisfied that the requirements of: *(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2007, *(b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 30A of the Strata Schemes (Leasehold Development) Regulation 2007, have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.</p> <p>*(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.</p> <p>*(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.</p> <p>*(4) The building encroaches on a public place and; *(a) The Council does not object to the encroachment of the building beyond the alignment of _____ *(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.</p> <p>*(5) This approval is given on the condition that lot(s) ^ 6, 7, 8 & 9 are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.</p> <p>Date <u>5/12/11</u> Subdivision No. <u>S031</u> Relevant Development Consent No. <u>CDC 000232</u> issued by <u>A. SACCARO</u>  Authorized Person / General Manager / Accredited Certifier</p> <p>* Strike through if inapplicable. ^ Insert lot numbers of proposed utility lots.</p>		<p>LGA: NEWCASTLE Locality: WALLSEND Parish: HEXHAM County: NORTHUMBERLAND</p> <p>Surveyor's Certificate (Approved Form 3)</p> <p>I, ALLAN WILLIAM CAVANAGH of CASHMERE MARLER & CAVANAGH PTY LTD 72 BELFORD STREET, BROADMEADOW NSW 2292 a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that</p> <p>(1) Each applicable requirement of * Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 * Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met;</p> <p>*(2) *(a) the building encroaches on a public place; *(b) the building encroaches on land (other than a public place), and an appropriate easement has been created by ^ _____ to permit the encroachment to remain.</p> <p>*(3) the survey information recorded in the accompanying location plan is accurate.</p> <p>Signature:  Date: 23rd NOVEMBER 2011 * Strike through if inapplicable. ^ Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement</p>
		SURVEYOR'S REFERENCE: 15563
		Use STRATA PLAN FORM 3A for additional certificates, signatures and seals

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

PLAN OF
SUBDIVISION OF LOT 11 D.P 1142734

SP86274

Registered:  3-1-2012

* OFFICE USE ONLY

Strata Certificate Details: Subdivision No:

S031

Date: 5/12/11

SCHEDULE OF UNIT ENTITLEMENT
(if insufficient space use additional annexure sheet)

LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT
1	316	10	1889
2	290	11	1556
3	300	12	2088
4	280	13	1326
5	240	14	869
6	30	15	1257
7	30	16	1365
8	10	17	1247
9	10	AGGREGATE	13103

Warning Statement regarding the initial Schedule of Unit Entitlements
The Schedule of Unit Entitlements may, on completion of the staged strata development to which it relates, be revised in accordance with Section 28QAA of the Strata Schemes (Freehold Development) Act 1973.

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants
(if insufficient space use additional annexure sheet)

THIS PLAN CONTAINS A DEVELOPMENT CONTRACT COMPRISING 11 SHEETS.

SIMHIL DEVELOPMENTS PTY LIMITED ACN 107 171 237

Geoffrey William O'Shea AS ATTORNEY FOR

SIMHIL DEVELOPMENTS PTY LIMITED

UNDER BOOK 4562 No 769

G.O'Shea

I certify that the Attorney for
Simhil Developments Pty Ltd,
Geoffrey William O'Shea whose
identity I am satisfied with
signed this 6th December 2011
in my presence

AWCavanagh
Signature of Witness

Allan William Cavanagh
Name of Witness

72 Belford Street,
Broadmeadow, NSW
Address of Witness

SURVEYOR'S REFERENCE: 15563

STRATA PLAN FORM 3A (Annexure sheet)

WARNING: Creasing or folding will lead to rejection ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 11 DP 1142734

Office Use Only

SP86274

Office Use Only

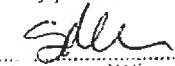
Registered:  3-1-2012

Strata Certificate Details: Subdivision No: S031

Date: 5-12-2011

I certify that the Attorney for the
Mortgagee, with whom I am personally
acquainted or as to whose identity I am
otherwise satisfied, signed this.

5th December 2011
in my presence.


Signature of Witness

Scott James Anderson
Name of Witness

43 Surf Rider Ave North Avoca NSW
Address of Witness

Westpac Banking Corporation
ABN 33 007 457 141 hereby consents
to the within

* Lined Plan * Lease
* Instrument * Deed


Signature

Geoff Hynes
Name of Attorney
TIER THREE ATTORNEY
UNDER POWER OF ATTORNEY
Book 4299 NO 332

*Delete whichever not applicable

SURVEYOR'S REFERENCE: 15563

SP86274

Approved Form 15

ePlan

Strata Development Contract

Warning

This contract contains details of a strata scheme which is proposed to be developed in 9 stages on the land described in it.

The developer is only bound to complete so much of the proposed development as is identified as "warranted development" in this contract. However the developer cannot be prevented from completing the balance of the proposed development identified as "authorised proposals" in this contract.

The schedule of unit entitlement may, on completion of the development, be revised in accordance with section 28QAA of the Strata Schemes (Freehold Development) Act 1973 or Section 57AAA of the Strata Schemes (Leasehold Development) Act 1986.

The proposed development might be varied but only in accordance with section 28J of the Strata Schemes (Freehold Development) Act 1973.

The proposed development might not be completed.

The vote of the developer is sufficient to pass or defeat a motion at the meeting of the owners corporation, or of the executive committee, if the motion is about a development concern. Development concerns are generally those things necessary to be done in order to complete the development in accordance with this contract. See * sections 54, 55, & 56 of the Strata Schemes (Leasehold Development) Act 1986.

During development of a further stage there may be disruption to existing occupants due to building and construction activities.

This contract should not be considered alone, but in conjunction with the results of the searches and inquiries normally made in respect of a lot in a strata scheme.

The strata scheme might be part of a larger development that also includes non-strata land. If this is the case then this will be disclosed at item 2. In these types of development a document known as a 'Strata Management Statement' will govern the relationship between the strata and the non-strata parts of the development, and you should consider that document in deciding whether to acquire an interest in the strata scheme.

SP86274

Approved Form 15

ePlan

Description of Development

1. Description of Land

Lot 11 D.P. 1142734

2. Description of any non-strata land that is to be developed along with the strata scheme.

NIL

3. Description of any Land proposed to be added to the Scheme

NIL

4. Description of Development Lot or Lots

Lot 10 to 17 are development Lots

5. Covenants implied in Strata Development Contracts by the Strata Schemes (Freehold Development) Act 1973, Strata Schemes (Leasehold Development) Act 1986.

(i) Warranted Development

The developer agrees with the other parties jointly, and with each of them severally:

- That the developer must carry out the development (if any) described and identified as "**warranted development** – proposed development subject to a warranty" in the strata development contract and,
- That the developer must carry out any such development in accordance with the covenants set out and implied in the contract.

(ii) Permission to carry out warranted development and authorised proposals.

The parties, other than the developer, jointly and severally agree with the developer that the developer is permitted to carry out, in accordance with the covenants set out or implied in the contract:

- The warranted development (if any and,
- Such other development as is described and identified as "authorised proposals – proposed development not subject to a warranty" in the contract.

SP86274

Approved Form 15

(iii) Owners Corporation expenses

The developer agrees with the owners corporation that the developer will pay the reasonable expenses incurred by the owners corporations:

- In repairing damage to the common property caused in carry out the permitted development, except damage due to normal wear and tear and,
- For any water, sewerage, drainage, gas, electricity, oil, garbage, conditioned air or telephone service used in carrying out that development and,
- For additional administrative costs connected with the development, such as the cost of giving notice of and holding any meeting required to obtain approval of a strata plan of subdivision.
- For any amounts due under any strata manage statement that are connected with the carrying out of the permitted development.

(iv) Standard of Development

The developer agrees with the other parties that:

- The standard of materials used, finishes, effected, common property improvements, landscaping, roadways and paths and
- Height of buildings, other structures and works and the density of development,

In all development permitted to be carried out by the contract must not be inferior to or substantially different from those of the completed buildings and other structures and works forming part of the parcel, except to the extent (if any) that the contract specifies.

(v) Unauthorised use of the parcel

The developer agrees with the other parties that the developer with not use any part of the parcel or cause any part of the parcel to be used except:

- To the extent necessary to carry out the development permitted to be carried out by the strata development contract or
- To such other extent as may be specified in the contract.

(vi) Restoration of common property

The developer agrees with the other parties to make good, as soon as is practicable, any damage to the common property arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

SP86274

Approved Form 15

ePlan

(vii) Restoration of development lot

The developer agrees with the other parties to make good, as soon as is practicable, any damage to a development lot arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

For the purposes of this covenant, "damage" does not include damage necessarily resulting from having carried out (in accordance with the contract) development that is permitted by the contract to be carried out.

(viii) Additional covenants for vertical staged development

If the contract permits development to be carried out within a development lot that is wholly or partly directly above or below a part of the parcel that is not a development lot, the developer agrees with the other parties:

- To minimise any disruptions caused to other occupiers of the parcel by the carrying out of permitted development or otherwise and
- To ensure that, while permitted development is being carried out, shelter and subjacent and lateral support, consistent with proper engineering and building practices, are provided to such other parts of the parcel as are capable of being sheltered or of enjoying the support and
- To keep the developer insured, while permitted development is being carried out, under a policy of indemnity with an insurer approved for the purposes of Part 4 of Chapter 3 of the Strata Schemes Management Act 1996 against claims for damage to property, or for death or personal injury, arising out of or resulting from the carrying out of permitted development.

6. Warranted Development – proposed development subject to a warranty.

Development that the developer may be compelled to carry out.

No warranted development.

7. Authorised Proposals – proposed development not subject to a warranty.

Development that the developer is permitted to carry out, but not compelled to carry out.

(i) Description of Development

It is proposed to construct 47 units in 8 stages. For details refer to concept plans

(ii) Common Property Amenities

Proposed barbeque and village green area. (To be completed in stage 4)

Approved Form 15

ePlan

SP86274

(iii) Schedule of Commencement and completion

<u>Stage</u>	<u>Start Date</u>
Stage 2 -	October 2010
Stage 3 -	October 2010
Stage 4 -	October 2010
Stage 5 -	October 2010
Stage 6 -	October 2010
Stage 7 -	October 2010
Stage 8 -	October 2010
Stage 9 -	October 2010

(iv) Schedule of Lots

<u>Stage</u>	<u>Number of lots</u>
Stage 2 -	9 lots – (8 Dwelling Lots and 1 Utility Lots)
Stage 3 -	8 lots – (6 Dwelling Lots and 2 Utility Lots)
Stage 4 -	14 lots – (8 Dwelling Lots and 6 Utility Lots)
Stage 5 -	6 lots – (6 Dwelling Lots)
Stage 6 -	5 lots – (3 Dwelling Lots and 2 Utility Lots)
Stage 7 -	8 lots – (5 Dwelling Lots and 3 Utility Lots)
Stage 8 -	6 lots – (6 Dwelling Lots)
Stage 9 -	5 lots – (5 Dwelling Lots)

(v) Working Hours

7.00AM to 6.00PM Monday to Friday
8.00AM to 1.00PM Saturday
Or as per Newcastle Council DA 06/0675

(vi) Arrangement for Entry, Exit, Movement and Parking of Vehicles to, from and on the parcel during development and permitted use of Common Property and Development Lots during development.

NIL

(vii) Landscaping

As per DA approval

(viii) Schedule of Materials and Finishes

See concept plans

Approved Form 15

ePlan

SP86274

(ix) Vertical Staging

No vertical staging is proposed

(x) Contribution to Common Property Expenses

As per unit entitlement

(xi) Proposed By – Laws, Management Agreements, Covenants, Easements or Dedications

NIL

8. Date of Conclusion of Development Scheme

30/10/2020

9. Concept Plan

See sheets 9 to 11

SP86274

Approved Form 15

ePlan

Signatures, Consents, Approvals

Signature / seal of developer *Geoffrey William O'Shea*
Signature / seal of each registered mortgagee, chargee, covenant chargee and lessee of the development lot.
.....
Signature / seal of each registered mortgagee and chargee, of a lease of the development lot.
.....

Certificate of Approval

It is certified:

- (a) That the consent authority has consented to the development described in Development Application No. 06/0675 and
- (b) The carrying out of the proposed development described as "warranted development" and "authorised proposals" in this strata development contract would not contravene;
- (i) Any condition subject to which the consent was granted; or
- (ii) The provisions of any environmental planning instrument that was in force when the consent was granted except to the following extent: (fill in if applicable)

Date: 2 DECEMBER 2011

Execution of consent authority *Mark Dwyer*
MARK DWYER
ACTING COORDINATOR - BAT
NEWCASTLE COUNCIL

This is the approved form referred to in

Section 28C(1) Strata Schemes (Freehold Development) Act 1973

Section 43(1) Strata Schemes (Leasehold Development) Act 1986

**'THE COUNCIL OF THE
CITY OF NEWCASTLE'**

The italicised text above this line is for instructional purposes and should not be reproduced as part of the final document.

I certify that the Attorney for Simhil Developments Pty Ltd, Geoffrey William O'Shea whose identity I am satisfied with signed this 6th December 2011 in my presence

Alan William Cavanagh
Signature of Witness

Alan William Cavanagh
Name of Witness

72 Belford Street
Broadmeadow, NSW
Address of Witness

I certify that the Attorney for the Mortgagee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this.

5th December 2011
in my presence.

Scott James Anderson
Signature of Witness

Scott James Anderson
Name of Witness

43 Surf Rider Ave North Avoca NSW
Address of Witness

Westpac Banking Corporation
ABN 33 007 457 141 hereby consents to the within

* Lincn Plan * Lease
* Instrument * Deed

Geoff Hynes
Signature

Geoff Hynes
Name of Attorney
SHER THREE ATTORNEY
UNDER POWER OF ATTORNEY
BOOK 4299 NO 332
*Delete whichever not applicable;

REGISTERED



3-1-2012

Development Contract
Page 7 of 11 Pages
Our ref: 15563

erian 8 of 11

Approved form 15A

CONCEPT PLAN

R.R.-1:400

Strata Development Contract

CONCEPT PLAN

Plan of Development

ABBOTTS LEIGH

P.O.BOX 4222

EDGEWORTH

NSW 2285

Strata Plan No.

Consented to

Application No.

Registered Date:



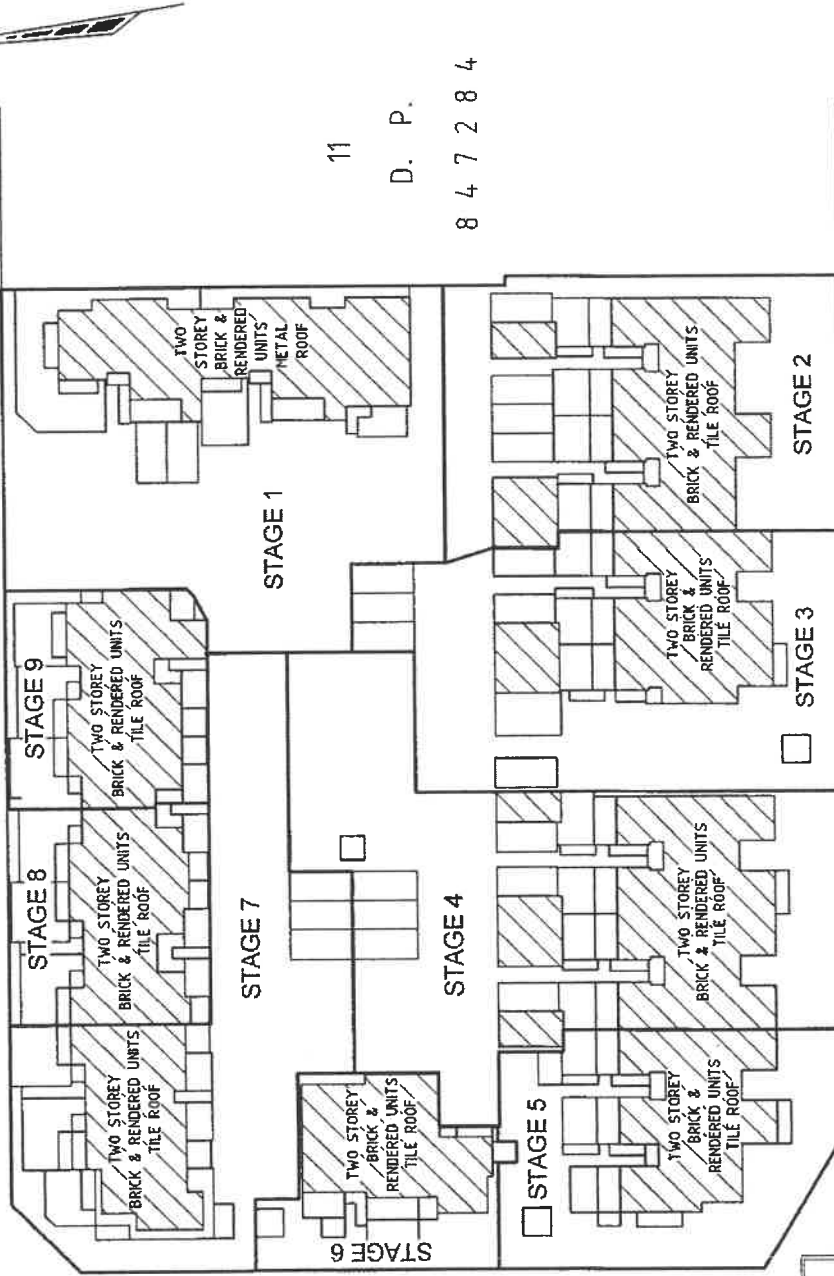
3-1-2012

SP86274

MGA

STREET

ABBOTT



11

D. P.

8 4 7 2 8 4

PRELIMINARY ONLY

THESE PLANS ARE APPROXIMATE ONLY AND ARE
 SUBJECT TO APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL
 SURVEY AND REGISTRATION OF PLAN AT THE LAND
 AND PROPERTY MANAGEMENT AUTHORITY OFFICE, NSW.

ePlan

Approved form 15A

PRELIMINARY ONLY

THESE PLANS ARE APPROXIMATE ONLY AND ARE
SUBJECT TO APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL
SURVEY AND REGISTRATION OF PLAN AT THE LAND
AND PROPERTY MANAGEMENT AUTHORITY OFFICE, NSW.

CONCEPT PLAN

R.R.-1:200

Strata Development Contract

CONCEPT PLAN

Plan of Development

ABBOTTS LEIGH

P.O.BOX 4222

EDGEWORTH

NSW 2285

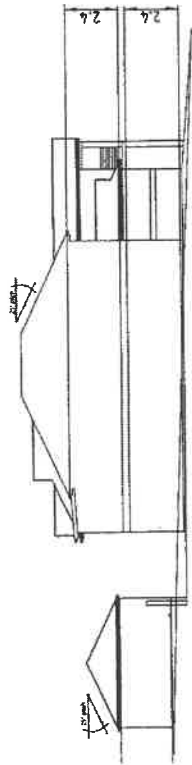
Strata Plan No.

Consented to
Application No.

Registered Date:

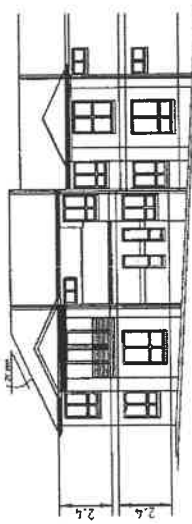
3-1-2012

SP86274

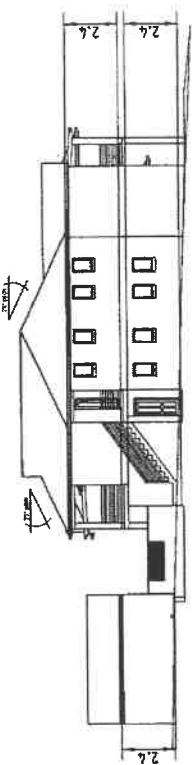


INTERNAL NORTH ELEVATION

TYPICAL SECTIONS
STAGE 2

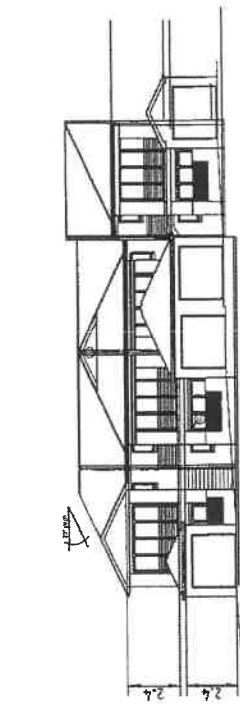


SOUTH ELEVATIONS TO NEWCASTLE ROAD

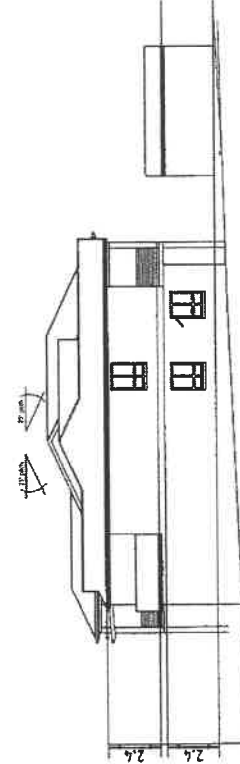


INTERNAL WEST ELEVATION

TYPICAL SECTIONS
STAGE 3



INTERNAL NORTH ELEVATION



INTERNAL EAST ELEVATION

TYPICAL SECTIONS
STAGE 4

Approved form 15A

Plan 10 of 11

CONCEPT PLAN

R.R.-1200

Strata Development Contract

CONCEPT PLAN

Plan of Development

ABBOTTS LEIGH

P.O.BOX 4222

EDGEWORTH

NSW 2285

Strata Plan No.

Consented to

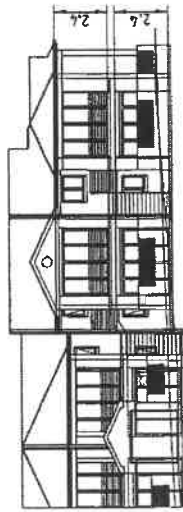
Application No.

Registered Date:



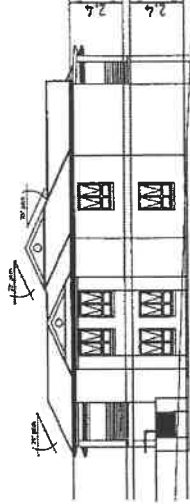
3-1-2012

SP86274

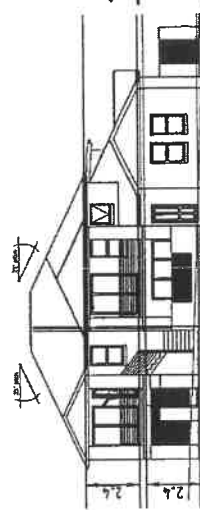


INTERNAL NORTH ELEVATION

TYPICAL SECTIONS STAGE 5

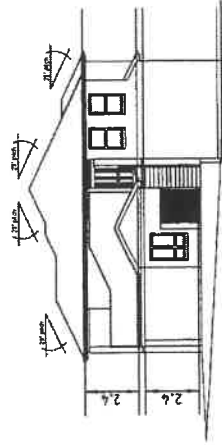


WEST ELEVATION TO DOUGLAS STREET

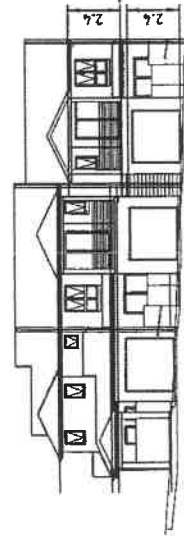


INTERNAL SOUTH ELEVATION

TYPICAL SECTIONS STAGE 6

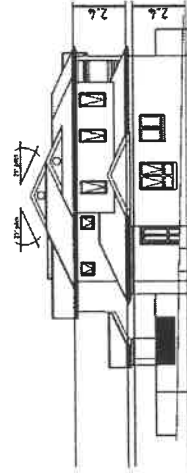


SOUTH ELEVATION



INTERNAL NORTH ELEVATION

TYPICAL SECTIONS STAGE 7



WEST ELEVATIONS TO DOUGLAS STREET

Approved form 15A

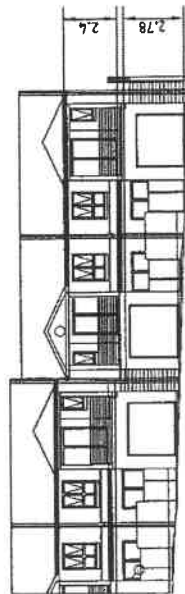
ePlan

Strata Development Contract CONCEPT PLAN Plan of Development ABBOTT'S LEIGH P.O.BOX 4222 EDGEWORTH NSW 2285	Strata Plan No. Consented to Application No. Registered Date: 3-1-2012
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CONCEPT PLAN

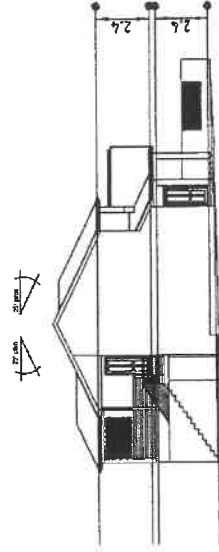
R.R.-1:200

SP86274



INTERNAL SOUTH ELEVATION

TYPICAL SECTIONS STAGE 8

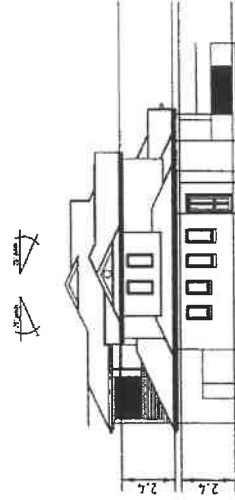


INTERNAL EAST ELEVATION



INTERNAL SOUTH ELEVATION

TYPICAL SECTIONS STAGE 9



INTERNAL EAST ELEVATION

B721176

SEP 20 10 15 49



B721176M

New South Wales

Fees:

Lodgment 1.2

Endorsement

A 17 3 23-2

MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900.)

CR 13981

Certificate

112 6/10

FEE SIMPLE

207 9/28

THE NEWCASTLE WALLSEND COAL COMPANY a Company duly incorporated by Act of Parliament and carrying on business at Sydney and elsewhere in the State of New South Wales (herein called Transferror Company) 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 **the sum of FIFTY FIVE**

POUNDS (£55: 0: 0) (the receipt whereof is hereby acknowledged) paid to it by **MYRA EMILY COLEMAN of Wallsend, Spinster**

(herein called "Transferee")

Doth hereby transfer to the said Transferee

ALL such its Estate and Interest in ALL THE land mentioned in the Schedule following:—

County	Parish	State if whole or part	Vol.	Fol.
Northumberland	Hexham	Part and being Lot 7 as shown on Deposited Plan No. 14814	4082	46

RESERVING to the said Transferror Company and its sequels in title and assigns all Coal and other minerals not including any minerals reserved to the Crown lying in and under the land hereby transferred TOGETHER with all necessary and proper rights underground rights of way and other underground rights powers and easements to enable it or them to get win work and convey all Coal minerals and other materials belonging to it or them from and to the workings of its or their mines within the Municipality of Wallsend and the Shires of Lake Macquarie and Tarro AND the said Transferee Doth hereby for herself, her heirs executors administrators and assigns and transferees or other the registered proprietor for the time being of the land hereby transferred covenant with the said Transferror Company its and their sequels in title and assigns or other the registered proprietor for the time being of the land adjoining the land hereby transferred as follows THAT the said Transferror Company its sequels in title or assigns or other the registered proprietor for the time being of the land adjoining the land hereby transferred shall not be liable to the said Transferee her sequels in title or assigns or other the registered proprietor or proprietors for the time being of the land hereby transferred for any pitfalls or subsidences which may have already or which may hereafter take place on or under the land hereby transferred or on any other land adjacent thereto or for any damage or nuisance occasioned thereby AND THAT the said Transferee her sequels in title or assigns or other the registered proprietor or proprietors for the time being of the land hereby transferred will for the benefit of the adjoining land of the said Transferror Company abstain from using the land hereby transferred for any purpose requiring the erection of any fence dividing the land hereby transferred from such adjoining land without first obtaining the consent of the said Transferror Company in writing but such consent shall not be necessary whenever any such fence shall be erected and maintained without expense to the said Transferror Company AND THAT he or they will not carry on or permit to be carried on upon the land hereby transferred or any part thereof any chemical works or any noxious noisome dangerous or offensive art trade business occupation or calling AND LASTLY pursuant to Section 89 of the "Conveyancing Act 1919" it is hereby declared (a) That the land to which the benefit of the last two preceding covenants are intended to be appurtenant is the residue of the land as shown on Deposited Plan Number 14814; (b) That the land which is subject to the burden of such covenants is the whole of the land comprised in this Transfer; (c) That the said Transferror Company its sequels in title or assigns are the parties by whom or by whose consent the said covenants may be released varied or modified.

ENCUMBRANCES, &c., REFERRED TO.

RESERVATIONS to the Crown as contained in the original Grant or Grants and also noted
on the said Certificate of Title.

IN WITNESS whereof the Common Seal of The Newcastle Wallsend Coal Company was
hereto affixed at Sydney the *Thirteenth* day of *September* 19*28*

The Common Seal of The Newcastle Walls-
end Coal Company was hereunto affixed by
order of the Directors present at and form-
ing a Board of Directors of the said Company
in the presence of

Allison
Secretary

St. Rey Brogan
F. L. L. L. L. L.
C. C. C. C. C.
Proprietors

Transferrors.

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

Signed in my presence by the Transferree

WHO IS PERSONALLY KNOWN TO ME

[Signature]

M. B. Coleman
Transferree.

No.

Lodged by

(Name) F.W. WALKER & SON

(Address) 12 Castlereagh St. Sydney

MEMORANDUM OF TRANSFER of

2 acres *2* rods *27 1/4* perches.
Lot 1 to 10 inclusive
Adsett St. (Leaving road etc. subject to Council)
Adsett St. (Leaving road etc. subject to Council)
 Municipality *Wallerawang*
 Parish *Wallerawang* County *NORTH*
Moya Emily Coleman Transferree.

Particulars entered in Register Book, Vol. *4088*

Fol. *46*
 the *20th* day of *September* 19*18*,
 at *24* minutes *AT 10* o'clock
 in the *fore* noon.

Registrar-General



PROGRESS RECORD.

	Initials.	Date.
to Survey Branch	<i>WEL</i>	<i>24/9/18</i>
ceived from Records	<i>WEL</i>	<i>24/9/18</i>
ft written	<i>WEL</i>	<i>24/9/18</i>
ft examined	<i>WEL</i>	<i>25/9/18</i>
gram prepared	<i>WEL</i>	<i>26/9/18</i>
gram examined	<i>WEL</i>	<i>27/9/18</i>
ft forwarded	<i>WEL</i>	<i>28/9/18</i>
of Engrossers	<i>WEL</i>	<i>29/9/18</i>
collation Clerk	<i>WEL</i>	<i>30/9/18</i>
Vol. <i>4199</i> Fol. <i>29</i>		
ram Fees		
Additional Folios		

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

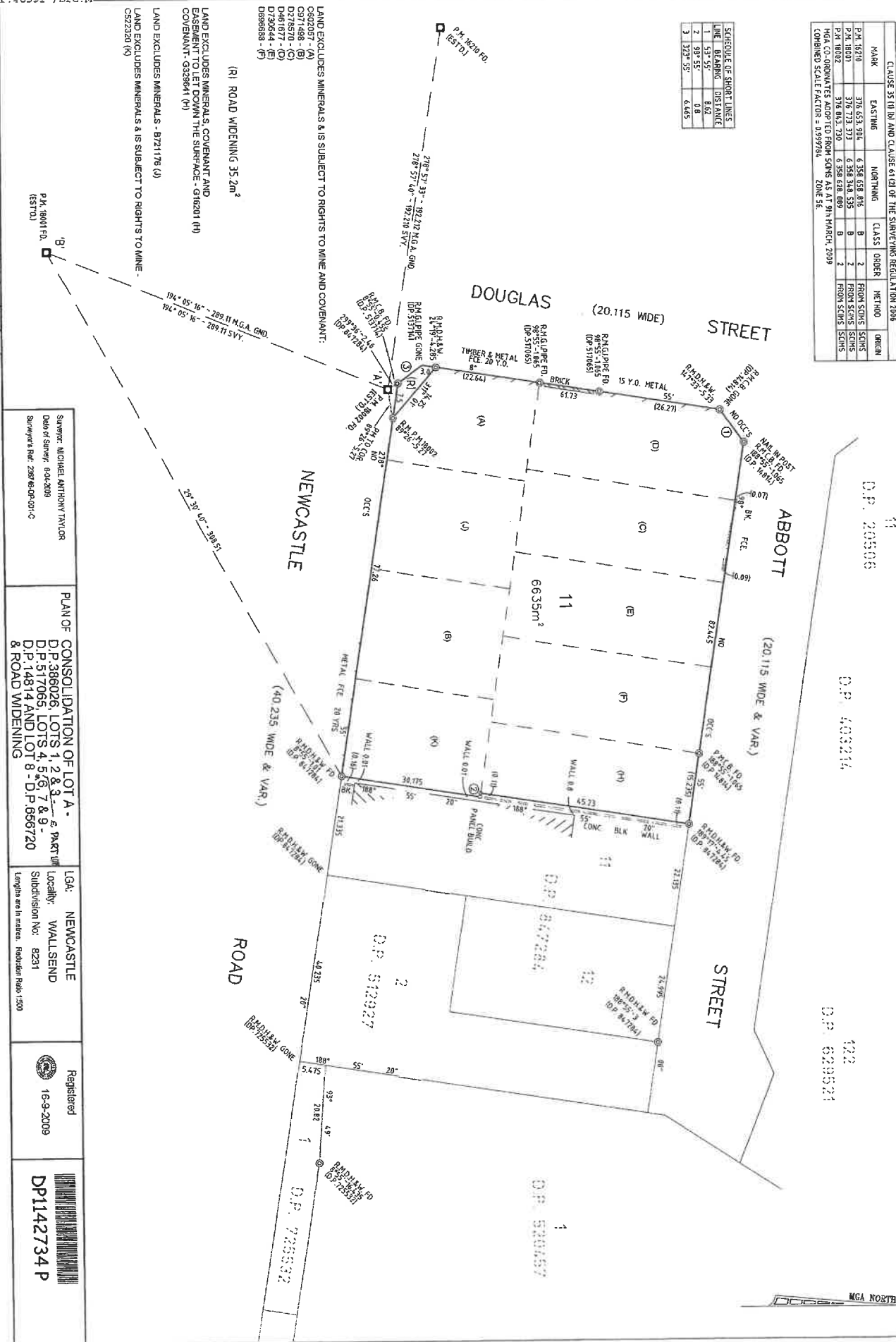
Nature.	No.	Reg'd Propr., M't'gor,

B 721176

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	ORIGIN
P.M. 1270	376.633.904	6.358.628.876	B	2	FROM SCHEM. SCHEM.	
P.M. 1801	376.773.372	6.358.348.535	B	2	FROM SCHEM. SCHEM.	
P.M. 1802	376.843.720	6.358.628.889	B	2	FROM SCHEM. SCHEM.	

MGA CO-ORDINATES ADOPTED FROM SCHEM. AS AT 9TH MARCH, 2009
 COMBINED SCALE FACTOR = 0.999794, ZONE 56.

LINE	BEARING	DISTANCE
1	53° 55'	8.02
2	53° 55'	8.0
3	323° 55'	6.465





Surveyor: MICHAEL ANTHONY TAYLOR
 Date of Survey: 0-04-2009
 Surveyor's Ref: 288746-001-C


PLAN OF CONSOLIDATION OF LOT A - D.P. 386026, LOTS 1, 2 & 3 - PART OF D.P. 517065, LOTS 4, 5, 6, 7 & 9 - D.P. 14814 AND LOT 8 - D.P. 656720 & ROAD WIDENING

LGA: NEWCASTLE
 Locality: WALLSEND
 Subdivision No: 8231
 Lengths are in metres. Refer to Rule 1500

Registered
 16-9-2009

DP1142734 P

DEPOSITED PLAN ADMINISTRATION SHEET		SHEET 1 OF 2 SHEET(S)
<p>SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.</p> <p>IT IS INTENDED TO DEDICATE THE ROAD WIDENING 35.2m² TO THE PUBLIC AS PUBLIC ROAD.</p>		 <p>DP1142734 S</p>
		<p>Registered:  16-9-2009</p> <p>Title System: TORRENS</p> <p>Purpose: CONSOLIDATION</p>
		<p>PLAN OF CONSOLIDATION OF LOT A D.P. 386026, LOTS 1, 2 & 3 D.P. 517065, LOTS 4, 5, & PT. 6, 7 & 9 D.P. 14814 & LOT 8 D.P. 656720 & ROAD WIDENING.</p>
		<p>LGA: NEWCASTLE</p> <p>Locality: WALLSEND</p> <p>Parish: HEXHAM</p> <p>County: NORTHUMBERLAND</p>
<p>Use PLAN FOR 6A for additional certificates, signatures, seals and statements</p> <p>Crown Lands NSW/Western Lands Office Approval</p> <p>I in approving this plan certify (Authorised Officer)</p> <p>that all necessary approvals in regard to the allocation of the land shown herein have been given</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>		<p>Survey Regulation, 2006</p> <p>I, MICHAEL ANTHONY TAYLOR OF ADW JOHNSON PTY LIMITED 7/335 HILLSBOROUGH ROAD, WARNERS BAY NSW 2282 a surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2006 and was completed on: 8th APRIL 2009</p> <p>The survey relates to: LOT 11 AND ROAD WIDENING</p> <p>(Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)</p> <p>Signature: <i>Michael Taylor</i> Dated: 30-4-09 Surveyor registered under the Surveying Act, 2002</p> <p>Datum Line: 'A' - 'B'</p> <p>Type: Urban / Rural</p>
<p>Subdivision Certificate</p> <p>I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:</p> <p>the proposed <u>road widening</u> set out herein (insert subdivision or new road)</p> <p><i>[Signature]</i> * Authorised Person/General Manager/Accredited Certifier</p> <p>Newcastle City Council</p> <p>Consent Authority:</p> <p>Date of Endorsement: 24/7/09</p> <p>Accreditation no:</p> <p>Subdivision Certificate no: 8231</p> <p>File no: 06/0675</p>		<p>Plans used in the preparation of this survey / compilation</p> <p>DP.386026</p> <p>DP.517065</p> <p>DP.14814</p> <p>DP.656720</p> <p>DP.847284</p> <p>DP.512927</p> <p>DP.725532</p> <p>DP.513714</p> <p>(if insufficient space use Plan Form 6A annexure sheet)</p>
<p>*Delete whichever is inapplicable</p>		<p>SURVEYOR'S REFERENCE: 236748-DP-001-C</p>

DEPOSITED PLAN ADMINISTRATION SHEET		SHEET 2 OF 2 SHEET(S)	
PLAN OF CONSOLIDATION OF LOT A D.P. 386026, LOTS 1, 2 & 3 D.P. 517065, LOTS 4, 5, & PT. 6, 7 & 9 D.P. 14814 & LOT 8 D.P. 656720 & ROAD WIDENING.		DP1142734	
		Registered:  16-9-2009	
Subdivision Certificate No: 8231		Date of Endorsement: 24-7-2009	
<p><i>SIMHEL DEVELOPMENTS PTY LIMITED ACN 107 171 237</i> <i>GEOFFREY WILLIAM O'SHEA AS ATTORNEY FOR</i> <i>SIMHEL DEVELOPMENTS PTY LIMITED</i> <i>UNDER BOOK 4562 No 769</i> <i>GWSHLL</i></p>			
<p>SUNCORP METWAY Ltd A.C.N. 010 831 722 BY ITS ATTORNEY KENNETH HARDING SEETO WHO CERTIFIES THAT THEY ARE A LEVEL II ATTORNEY PURSUANT TO POWER OF ATTORNEY BOOK 3859 NO. 372 OF WHICH THEY HAVE RECEIVED NO NOTICE OF REVOCATION</p>		<p><i>KH</i></p> <p><i>[Signature]</i></p> <p>WITNESS</p> <p><i>Lita Maynard</i> <i>2156 Pitt St</i> <i>Sydney 2000</i></p>	
SURVEYOR'S REFERENCE: 236748-DP-001-C			

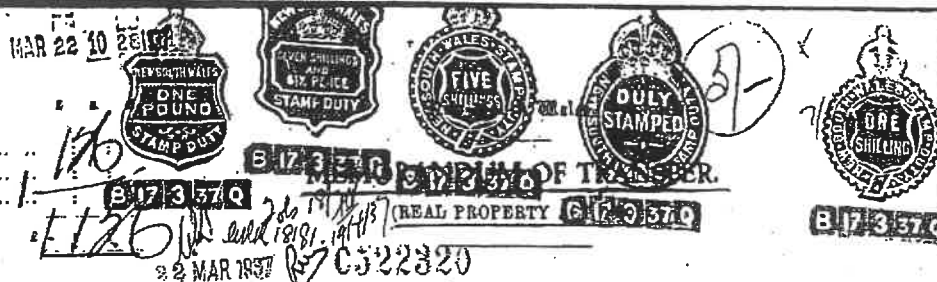
Post:

Lodgment

Endorsement

Certificate

FEE SIMPLE.



THE NEWCASTLE WALLSEND COAL COMPANY a Company duly incorporated by Act of Parliament and carrying on business at Sydney and elsewhere in the State of New South Wales (herein called Transferor Company) being registered as the proprietor of an Estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests as are notified hereunder in consideration of FORTY-FIVE POUNDS TWELVE SHILLINGS AND SIXPENCE

paid to it as to the sum of twenty five pounds (£25.0.0) by ROBERT GILMOUR of Wallsend and as to the sum of Twenty pounds twelve shillings and sixpence (£20.12.6) by JOHN THOMAS McLAUGHLIN of Wallsend and as to the sum of Twenty pounds twelve shillings and sixpence (£20.12.6) by JOHN THOMAS McLAUGHLIN his wife (herein called "Transferrees") do hereby at the request and by direction of the said Robert Gilmour (testified by his joining in and executing these presents) transfer to the Transferrees as joint tenants

(herein called "Transferree")

Do hereby transfer to the said Transferree

ALL such its Estate and Interest in ALL the land mentioned in the Schedule following:

County	Parish	State if whole or part	Vol.	Fol.
Northumberland	Hexham	Part	4082	46
		and being Lot 9		
		as shown on Deposited Plan No. 14814		

RESERVING to the said Transferor Company and its sequels in title and assigns all Coal and other minerals not including any minerals reserved to the Crown lying in and under the land hereby transferred **TOGETHER** with all necessary and proper rights underground rights of way and other underground rights powers and easements to enable it or them to get win work and convey all Coal minerals and other materials belonging to it or them from and to the workings of its or their mines within the Municipality of Wallsend and the Shires of Lake Macquarie and Tarro **AND** the said Transferrees do hereby for themselves their heirs executors administrators and assigns and transferees or other the registered proprietor for the time being of the land hereby transferred covenant with the said Transferor Company its and its sequels in title and assigns or other the registered proprietor for the time being of the land adjoining the land hereby transferred as follows **THAT** the said Transferor Company its sequels in title or assigns or other the registered proprietor for the time being of the land adjoining the land hereby transferred shall not be liable to the said Transferrees their sequels in title or assigns or other the registered proprietor or proprietors for the time being of the land hereby transferred for any pitfalls or subsidences which may have already or which may hereafter take place on or under the land hereby transferred or on any other land adjacent thereto or for any damage or nuisance occasioned thereby **AND THAT** the said Transferrees their sequels in title or assigns or other the registered proprietor or proprietors for the time being of the land hereby transferred will for the benefit of the adjoining land of the said Transferor Company abstain from using the land hereby transferred for any purpose requiring the erection of any fence dividing the land hereby transferred from such adjoining land without first obtaining the consent of the said Transferor Company in writing but such consent shall not be necessary whenever any such fence shall be erected and maintained without expense to the said Transferor Company **AND THAT** they will not carry on or permit to be carried on upon the land hereby transferred or any part thereof any chemical works or any noxious noisome dangerous or offensive art trade business occupation or calling **AND LASTLY** pursuant to Section 88 of the "Conveyancing Act 1919-1932" it is hereby declared (a) That the land to which the benefit of the last two preceding covenants is intended to be appurtenant is the residue of the land comprised in Certificate of Title Volume 4082 folio 46-----; (b) That the land which is subject to the burden of such covenants and the foregoing easements is the whole of the land comprised in this Transfer; (c) That the land to which the benefit of the foregoing easements are intended to be appurtenant is the residue of the land comprised in Certificates of Title Volume 2548 folios 64, 65 and 66 and Certificates of Title Volume 45 folio 17, Volume 862 folio 232, Volume 3627 folio 205, Volume 2930 folio 147, Volume 2981 folio 196, Volume 2998 folio 119, Volume 3355 folio 161, Volume 3503 folio 143, Volume 3381 folio 140, Volume 3435 folio 161, Volume 3567 folio 229, Volume 3553 folio 230, Volume 3688 folio 164, Volume 3651 folio 77, Volume 3637 folio 84, Volume 3804 folio 114, Volume 3704 folio 176, Volume 3821 folio 179, Volume 3788 folio 25, Volume 3855 folio 63, Volume 3855 folio 211, Volume 3980 folio 206, Volume 4070 folio 47, Volume 4087 folio 237, Volume 4082 folio 46, Volume 4048 folio 120,

4/10/05

Volume 4144 folio 220, Volume 4141 folio 232, Volume 4253 folio 153, Volume 4538 folio 179, Volume 4367 folio 165, Volume 4402 folio 205, and the whole of the land comprised in Certificate of Title Volume 3441 folio 133, Conveyance Book 1313 number 272.
(d) That the said The Newcastle Wallsend Coal Company or its successors are the parties by whom or by whose consent the said covenants and foregoing easements may be released varied or modified.

ENCUMBRANCES, &c., REFERRED TO.

RESERVATIONS to the Crown as contained in the original Grant or Grants and also noted on the said Certificate of Title.

IN WITNESS whereof the Common Seal of The Newcastle Wallsend Coal Company was hereto affixed at Sydney the *Eighteenth* day of *February* 19 *37*.

The Common Seal of The Newcastle Wallsend Coal Company was hereto affixed by order of the Directors present at and forming a Board of Directors of the said Company in the presence of

Atkinson
Secretary

J. M. G. Morgan
Fryerwood
J. H. Wilson
Quiver
A. W. Kake

Transferors.

SIGNED in my presence by the said
ROBERT GILMOUR who is personally
known to me

Alfred J. Plummer
Confectioner
Witness

I DIRECT THIS TRANSFER.

Robert Gilmour

Accepted, and ^{wa.} hereby certify this Transfer to
be correct for the purposes of the Real
Property Act.

John S. McLaughlin
Myra McLaughlin

Transferees

Signed in my presence by the Transferees
WHO ARE PERSONALLY KNOWN TO ME

Alfred J. Plummer
Confectioner
Witness

C522320

No. 45

Lodged by

(Name) NORTON SMITH & CO.,

(Address) 39 Hunter Street,
Sydney.

MEMORANDUM OF TRANSFER of

- Acres. 1 roods. 2 1/4 perches

Lot 9 D.P. 14814 (Newcastle RL)

(Reserving coal &c. & sub to cont.)

Municipality. Wallend

Parish. Hexham County. Northumberland

JOHN THOMAS McLAUGHLIN and *his joint tenants*
 XRA McLAUGHLIN Transferrees

Particulars entered in Register Book, Vol. 4082

Fol. 46

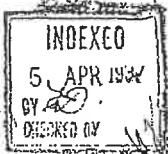
the 22nd day of April 1937,

at minutes 4 o'clock

in the afternoon.

R. W. Smith

Registrar-General.



PROGRESS RECORD.

	Initials	Date
Survey Branch		
from Records		
Written		
Examined		
Prepared		
Examined		
Forwarded		
Engrossers		
on Clerk		

Vol. 4834 Fol. 21

Diagram Fees	
Additional Folios	

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature	No.	Reg'd Propr., M'gor, etc.
ST. 7/c		

Fees:

Lodgment
Endorsement
Certificate



South Wales

MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900.)

C602057

THE NEWCASTLE WALLSEND COAL COMPANY a Company duly incorporated by Act of Parliament and carrying on business at Sydney and elsewhere in the State of New South Wales (herein called Transferrer Company) 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 the sum of SIXTY POUNDS

(£60:0:0)

(the receipt whereof is hereby acknowledged)

paid to it by RONALD WILKINS TAYLOR of Wallsend. Clerk.

(herein called "Transferee")

Doth hereby transfer to the said Transferee

ALL such its Estate and Interest in ALL THE land mentioned in the Schedule following:

County	Parish	State if whole or part	Vol.	Fol.
Northumberland	Hexham	Part	4082	46
		and being Lor. 6		
		as shown on Deposited Plan No. 14314		

RESERVING to the said Transferrer Company and its sequels in title and assigns all Coal and other minerals not including any minerals reserved to the Crown lying in and under the land hereby transferred TOGETHER with all necessary and proper rights underground rights of way and other underground rights powers and easements to enable it or them to get win work and convey all Coal minerals and other materials belonging to it or them from and to the workings of its or their mines within the Municipality of Wallsend and the Shires of Lake Macquarie and Tarro AND the said Transferee Doth hereby for himself heirs executors administrators and assigns and transferees or other the registered proprietor for the time being of the land hereby transferred covenant with the said Transferrer Company its and their sequels in title and assigns or other the registered proprietor for the time being of the land adjoining the land hereby transferred as follows THAT the said Transferrer Company its sequels in title or assigns or other the registered proprietor for the time being of the land adjoining the land hereby transferred shall not be liable to the said Transferee its sequels in title or assigns or other the registered proprietor or proprietors for the time being of the land hereby transferred for any pitfalls or subsidences which may have already or which may hereafter take place on or under the land hereby transferred or on any other land adjacent thereto or for any damage or nuisance occasioned thereby AND THAT the said Transferee its sequels in title or assigns or other the registered proprietor or proprietors for the time being of the land hereby transferred will for the benefit of the adjoining land of the said Transferrer Company abstain from using the land hereby transferred for any purpose requiring the erection of any fence dividing the land hereby transferred from such adjoining land without first obtaining the consent of the said Transferrer Company in writing but such consent shall not be necessary whenever any such fence shall be erected and maintained without expense to the said Transferrer Company AND THAT he or they will not carry on or permit to be carried on upon the land hereby transferred or any part thereof any chemical works or any noxious noisome dangerous or offensive art trade business occupation or calling AND LASTLY pursuant to Section 88 of the "Conveyancing Act 1919-1932" it is hereby declared (a) That the land to which the benefit of the last two preceding covenants are intended to be appurtenant is the residue of the land comprised in Certificate of Title Volume 4082 folio 46; (b) That the land which is subject to the burden of such covenants and the foregoing easements is the whole of the land comprised in this Transfer; (c) That the land to which the benefit of the foregoing easements are intended to be appurtenant is the residue of the land comprised in Certificates of Title Volume 2548 folios 64, 65 and 66 and Certificates of Title Volume 45 folio 17, Volume 862 folio 232, Volume 3827 folio 205, Volume 2930 folio 147, Volume 2981 folio 196, Volume 2998 folio 119, Volume 3355 folio 161, Volume 3503 folio 143, Volume 3381 folio 140, Volume 3435 folio 151, Volume 3567 folio 229, Volume 3553 folio 230, Volume 3636 folio 164, Volume 3651 folio 77, Volume 3637 folio 84, Volume 3804 folio 114, Volume 3704 folio 176, Volume 3821 folio 179, Volume 3788 folio 25, Volume 3855 folio 63, Volume 3855 folio 211, Volume 3980 folio 206, Volume 4070 folio 47, Volume 4037 folio 237, Volume 4082 folio 46, Volume 4048 folio 120,

Volume 4144 folio 220, Volume 4141 folio 232, Volume 4253 folio 153, Volume 4238 folio 179, Volume 4367 folio 165, Volume 4402 folio 205, and the whole of the land comprised in Certificate of Title Volume 3441 folio 133, Conveyance Book 1313 number 272.
(d) That the said The Newcastle Wallsend Coal Company or its successors are the parties by whom or by whose consent the said covenants and foregoing easements may be released varied or modified.)

ENCUMBRANCES, &c., REFERRED TO.

RESERVATIONS to the Crown as contained in the original Grant or Grants and also noted on the said Certificate of Title.

IN WITNESS whereof the Common Seal of The Newcastle Wallsend Coal Company was hereto affixed at Sydney the *Twenty-fifth* day of *November* 1937.

The Common Seal of The Newcastle Wallsend Coal Company was hereunto affixed by order of the Directors present at and forming a Board of Directors of the said Company in the presence of

J. B. S. Spurgeon
F. W. Wood
H. J. Wilson
W. H. Kato
Transferrors.

Alison
Secretary

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

Signed in my presence by the Transferrors
WHO IS PERSONALLY KNOWN TO ME

Thomas Bell J.P.

Ronald Wilkins Taylor
Transferee.

C602057

Lodged by

(Name) F. W. WALKER & SON,

(Address) 12 Castlereagh Street, Sydney.

MEMORANDUM OF TRANSFER of

Acres 1 roods 14 perches

Lot 6 DP 14814

Douglas St + Newcastle Rd

Stree
Municipality

Wallend

Parish County

Resewing Coal etc and sub. to Government

Ronald Wilkins Taylor Transferree.

Particulars entered in Register Book, Vol. 4032

Fol. 46

the 17th day of December 1937,

at minutes 12 o'clock

in the noon.

Registrar-General.



PROGRESS RECORD.

	In final.	Date.
Sent to Survey Branch ...	6/2/37	3/1/37
Received from Records ...	6/2/37	2/1/37
Draft written ...	6/2/37	2/1/37
Draft examined ...	6/2/37	2/1/37
prepared ...	6/2/37	13-12-37
examined ...	6/2/37	16-12-37
warded ...	6/2/37	1/1/38
Engrossers ...	6/2/37	1/1/38
on Clerk ...	6/2/37	1/1/38
4897 Fol. 144		
Fees ...		
nal Polios ...		

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

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

B

DEC 16 2 24 PM 1946

0071498



MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900.)

1112406



16 DEC 1946

THE NEWCASTLE WALLSEND COAL COMPANY a Company duly incorporated by Act of Parliament and carrying on business at Sydney and elsewhere in the State of New South Wales (herein called Transferror Company) being registered as the proprietor of an Estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests as are notified hereunder in consideration of Fifty five pounds

(£ 55 = 0 = 0) (the receipt whereof is hereby acknowledged) paid to it by Edward Murphy of Wallsend Railway Station (now deceased) and in consideration of Fifty five pounds (£ 55 = 0 = 0) paid to Arthur Edward Murphy of 40 New Lambton Road, Newcastle, by Charles Madison of Wallsend Special Constable (herein called Transferee) (the receipt whereof is hereby acknowledged) paid to it by

(herein called "Transferee")

Doth hereby transfer to the said Transferee at the request and by the direction of the said Arthur Edward Murphy all such its Estate and Interest in the land mentioned in the Schedule following:

County	Parish	State if whole or part	Vol.	Fol.
Northumberland	Hexham	Part and being Lot 8 as shown on Deposited Plan No. 148/14	4082	46

RESERVING to the said Transferror Company and its sequels in title and assigns all Coal and other minerals not including any minerals reserved to the Crown lying in and under the land hereby transferred TOGETHER with all necessary and proper rights underground rights of way and other underground rights powers and easements to enable it or them to get win work and convey all Coal minerals and other materials belonging to it or them from and to the workings of its or their mines within the Municipality of Wallsend and the Shires of Lake Macquarie and Tarrò AND the said Transferee Doth hereby for himself heirs executors administrators and assigns and transferees or other the registered proprietor for the time being of the land hereby transferred covenant with the said Transferror Company its and their sequels in title and assigns or other the registered proprietor for the time being of the land adjoining the land hereby transferred as follows THAT the said Transferror Company its sequels in title or assigns or other the registered proprietor for the time being of the land adjoining the land hereby transferred shall not be liable to the said Transferee his sequels in title or assigns or other the registered proprietor or proprietors for the time being of the land hereby transferred for any pitfalls or subsidences which may have already or which may hereafter take place on or under the land hereby transferred or on any other land adjacent thereto or for any damage or nuisance occasioned thereby AND THAT the said Transferee his sequels in title or assigns or other the registered proprietor or proprietors for the time being of the land hereby transferred will for the benefit of the adjoining land of the said Transferror Company abstain from using the land hereby transferred for any purpose requiring the erection of any fence dividing the land hereby transferred from such adjoining land without first obtaining the consent of the said Transferror Company in writing but such consent shall not be necessary whenever any such fence shall be erected and maintained without expense to the said Transferror Company. AND THAT he or they will not carry on or permit to be carried on upon the land hereby transferred or any part thereof any chemical works on any noxious noisome dangerous or offensive art trade business occupation or calling AND LASTLY pursuant to Section 88 of the "Conveyancing Act 1919-1932" it is hereby declared (a) That the land to which the benefit of the last two preceding covenants are intended to be appurtenant is the residue of the land comprised in Certificate of Title Volume 4082 folio 46; (b) That the land which is subject to the burden of such covenants and the foregoing easements is the whole of the land comprised in this Transfer; (c) That the land to which the benefit of the foregoing easements are intended to be appurtenant is the residue of the land comprised in Certificates of Title Volume 2548 folios 64, 65 and 66 and Certificates of Title Volume 45 folio 17, Volume 862 folio 232, Volume 3827 folio 205, Volume 2930 folio 147, Volume 2981 folio 196, Volume 2998 folio 119, Volume 3355 folio 161, Volume 3503 folio 143, Volume 3381 folio 140, Volume 3435 folio 151, Volume 3567 folio 229, Volume 3553 folio 230, Volume 3636 folio 164, Volume 3651 folio 77, Volume 3697 folio 84, Volume 3804 folio 114, Volume 3704 folio 176, Volume 3821 folio 179, Volume 3788 folio 25, Volume 3855 folio 63, Volume 3855 folio 211, Volume 3980 folio 206, Volume 4070 folio 47, Volume 4087 folio 237, Volume 4082 folio 46, Volume 4048 folio 120,

Volume 4144 folio 220, Volume 4141 folio 232, Volume 4253 folio 153, Volume 4238 folio 179, Volume 4367 folio 185, Volume 4402 folio 205, and the whole of the land comprised in Certificate of Title Volume 3441 folio 133, Conveyance Book 1313 number 272 (d) That the said The Newcastle Wallsend Coal Company or its successors are the parties by whom or by whose consent the said covenants and foregoing easements may be released varied or modified.

ENCUMBRANCES, &c. REFERRED TO.

RESERVATIONS to the Crown as contained in the original Grant or Grants and also noted on the said Certificate of Title.

IN WITNESS whereof the Common Seal of The Newcastle Wallsend Coal Company was hereto affixed at Sydney the *fifth* day of *December* 19*40* and this transfer was signed at Newcastle the *twenty ninth* day of *November* 19*40*.
The Common Seal of The Newcastle Wallsend Coal Company was hereunto affixed by order of the Directors present at and forming a Board of Directors of the said Company in the presence of

W. Allison
Secretary

W. Lawson
A. Wilson
Wilson
Transferors.

I direct this transfer

Signed in my presence by
the said *Arthur Edward*
Murphy who is personally
known to me
Basil Ardelmore
Solicitor
Newcastle

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

Signed in my presence by the Transferee
WHO IS PERSONALLY KNOWN TO ME

Basil Ardelmore

Chas. Maddison
Transferee.



New South Wales



Fees:

Lodgment ..
Endorsement ..
Certificate ..

FEE SIMPLE

MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900.)

D278570

THE NEWCASTLE WALLSEND COAL COMPANY a Company duly incorporated by Act of Parliament and carrying on business at Sydney and elsewhere in the State of New South Wales (herein called Transferrer Company) 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 the sum of FIFTY POUNDS

(£50. 0. 0) (the receipt whereof is hereby acknowledged)

paid to it by THOMAS GEORGE ROBERTS of Georgetown Tilter (herein called "Transferee")

Doth hereby transfer to the said Transferee

ALL such its Estate and Interest in ALL the land mentioned in the Schedule following:

County	Parish	State if whole or part	Vol.	Fol.
Northumberland	Hexham	Part and being Lot 3 as shown on Deposited Plan No. 14814	4082	46

RESERVING to the said Transferrer Company and its sequels in title and assigns all Coal and other minerals not including any minerals reserved to the Crown lying in and under the land hereby transferred TOGETHER with all necessary and proper rights underground rights of way and other underground rights powers and easements to enable it or them to get win work and convey all Coal minerals and other materials belonging to it or them from and to the workings of its or their mines within the Shires of Wakefield and the Shires of Lake Macquarie and Tarro AND the said Transferee Doth hereby for himself his heirs executors administrators and assigns and transferees or other the registered proprietor for the time being of the land hereby transferred covenant with the said Transferrer Company its and their sequels in title and assigns or other the registered proprietor for the time being of the land adjoining the land hereby transferred as follows THAT the said Transferrer Company its sequels in title or assigns or other the registered proprietor for the time being of the land adjoining the land hereby transferred shall not be liable to the said Transferee his sequels in title or assigns or other the registered proprietor or proprietors for the time being of the land hereby transferred for any pitfalls or subsidences which may have already or which may hereafter take place on or under the land hereby transferred or on any other land adjacent thereto or for any damage or nuisance occasioned thereby AND THAT the said Transferee his sequels in title or assigns or other the registered proprietor or proprietors for the time being of the land hereby transferred will for the benefit of the adjoining land of the said Transferrer Company abstain from using the land hereby transferred for any purpose requiring the erection of any fence dividing the land hereby transferred from such adjoining land without first obtaining the consent of the said Transferrer Company in writing but such consent shall not be necessary whenever any such fence shall be erected and maintained without expense to the said Transferrer Company AND THAT he or they will not carry on or permit to be carried on upon the land hereby transferred or any part thereof any chemical works or any noxious noisome dangerous or offensive art trade business occupation or calling AND LASTLY pursuant to Section 88 of the "Conveyancing Act 1919-1932" it is hereby declared (a) That the land to which the benefit of the last two preceding covenants are intended to be appurtenant is the residue of the land comprised in Certificate of Title Volume 4082 folio 46; (b) That the land which is subject to the burden of such covenants and the foregoing easements is the whole of the land comprised in this Transfer; (c) That the land to which the benefit of the foregoing easements are intended to be appurtenant is the residue of the land comprised in Certificates of Title Volume 2548 folios 65 and 66 and Certificates of Title Volume 45 folio 17, Volume 862 folio 232, Volume 3827 folio 205, Volume 2930 folio 147, Volume 2981 folio 196, Volume 2998 folio 119, Volume 3355 folio 161, Volume 3593 folio 143, Volume 3381 folio 140, Volume 3435 folio 151, Volume 3567 folio 229, Volume 3553 folio 230, Volume 3686 folio 164, Volume 3651 folio 77, Volume 3637 folio 84, Volume 3804 folio 114, Volume 3704 folio 176, Volume 3821 folio 179, Volume 3788 folio 25, Volume 3855 folio 63, Volume 3855 folio 211, Volume 3980 folio 206, Volume 4070 folio 47, Volume 4087 folio 237, Volume 4082 folio 46, Volume 4048 folio 120,

AS
Volume 5215 folios 110 and 111

Volume 4144 folio 220, Volume 4141 folio 232, Volume 4253 folio 153, Volume 4238 folio 179, Volume 4367 folio 165, Volume 4402 folio 205, and the whole of the land comprised in Certificate of Title Volume 3441 folio 133, Conveyance Book 1313 number 272.
(d) That the said The Newcastle Wallsend Coal Company or its successors are the parties by whom or by whose consent the said covenants and foregoing easements may be released varied or modified.)

*Nde Wallen
Carl to my
release*

ENCUMBRANCES, &c., REFERRED TO.

RESERVATIONS to the Crown as contained in the original Grant or Grants and also noted on the said Certificate of Title.

IN WITNESS whereof the Common Seal of The Newcastle Wallsend Coal Company was hereto affixed at Sydney the *Sixth* day of *April* 19 *44*.

The Common Seal of The Newcastle Wallsend Coal Company was hereunto affixed by order of the Directors present at and forming a Board of Directors of the said Company in the presence of

*J. De J. Perogain
Wm. K. K.
O. J. K. K.
C. K. K.*

*Ellison
Secretary*

Transferrors.

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

Signed in my presence by the Transferree

WHO IS PERSONALLY KNOWN TO ME
H. Sheaffield J.P.
W. K. K.
The Crescent
Wallsend

J. J. Roberts
Transferree.

No. **D278570**

Lodged by

(Name) NORTON, SMITH & CO.

(Address) SYDNEY.

MEMORANDUM OF TRANSFER of

Acres roads perches

**Lot 2 DP 14914 Abbott St (Reserving all
 coal & c.) (Subject to covenant)**

City of Greater Newcastle

Parish County

Thomas George Roberts Transferree.

Particulars entered in Register Book, Vol. 4082

Fol. 46

the **24th** day of **May**, 19**84**,

at **minutes 12** o'clock

in the **noon**.



Registrar-General.

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch ...	CM	11/5
Received from Records ...	1/6	8/5
Written ...	1/6	22/5/84
Examined ...	1/6	18/5
Prepared ...	1/6	18/5/84
Examined ...	1/6	18/5/84
Forwarded ...	1/6	18/5/84
Engrossed ...	1/6	18/5/84
Registration Clerk ...	1/6	18/5
5429 Fol. 121		
Fees ...		
and Follows ...		

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

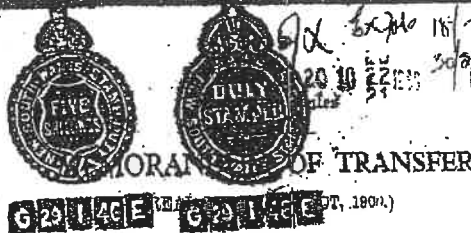
Nature	No.	Reg'd Propr., M'gor, etc.
Contract	5	

B

Yves:
Lodgment ..
Endorsement ..
Certificate ..

PER SIMPLER

D461677



THE NEWCASTLE WALLSEND COAL COMPANY a Company duly incorporated by Act of Parliament and carrying on business at Sydney and elsewhere in the State of New South Wales (herein called Transferror Company) being registered as the proprietor of an Estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests as are notified hereunder in consideration of **FIFTY FIVE POUNDS**

(£55:0:0) (the receipt whereof is hereby acknowledged) paid to it by **ROY SAMUEL MERTON** of New Lambton in the State aforesaid, Tram Conductor,

(herein called "Transferee")

Doth hereby transfer to the said Transferee
ALL such its Estate and Interest in ALL the land mentioned in the Schedule following:

County	Parish	State if whole or part	Vol.	Fol.
Northumberland	Hexham	Part and being Lot. 2 as shown on Deposited Plan No. 14534	4082	46

(RESERVING to the said Transferror Company and its sequels in title and assigns all Coal and other minerals not including any minerals reserved to the Crown lying in and under the land hereby transferred TOGETHER with all necessary and proper rights underground rights of way and other underground rights powers and easements for it or them to get win work and transport all Coal minerals and other minerals belonging to it or them AND the said Transferee Doth hereby for himself his heirs executors administrators and assigns and transferees or other the registered proprietor for the time being of the land hereby transferred covenant with the said Transferror Company its sequels in title and assigns or other the registered proprietor for the time being of the land adjoining the land hereby transferred as follows THAT the said Transferror Company its sequels in title or assigns or other the registered proprietor for the time being of the land adjoining the land hereby transferred shall not be liable to the said Transferee his sequels in title or assigns or other the registered proprietor or proprietors for the time being of the land hereby transferred for any pitfalls or subsidences which may have already or which may hereafter take place on or under the land hereby transferred or on any other land adjacent thereto or for any damage or nuisance occasioned thereby AND THAT the said Transferee his sequels in title or assigns or other the registered proprietor or proprietors for the time being of the land hereby transferred will for the benefit of the adjoining land of the said Transferror Company abstain from using the land hereby transferred for any purpose requiring the erection of any fence dividing the land hereby transferred from such adjoining land without first obtaining the consent of the said Transferror Company in writing but such consent shall not be necessary whenever any such fence shall be erected and maintained without expense to the said Transferror Company AND THAT he or they will not carry on or permit to be carried on upon the land hereby transferred or any part thereof any chemical works or any noxious noisome dangerous or offensive art trade business occupation or calling AND LASTLY pursuant to Section 88 of the "Conveyancing Act 1919-1945" it is hereby declared: (a) That the land to which the benefit of the last two preceding covenants are intended to be appurtenant is the residue of the land comprised in Certificate of Title Volume 4082 folio 46; (b) That the land which is subject to the burden of such covenants and the foregoing easements is the whole of the land comprised in this Transfer; (c) That the land to which the benefit of the foregoing easements are intended to be appurtenant is the residue of the land comprised in Certificates of Title Volume 2548 folios 65 and 66, Volume 45 folio 17, Volume 862 folio 232, Volume 3827 folio 205, Volume 2930 folio 147, Volume 2981 folio 196, Volume 2998 folio 119, Volume 3355 folio 161, Volume 3503 folio 143, Volume 3331 folio 140, Volume 3435 folio 151, Volume 3567 folio 229, Volume 3553 folio 230, Volume 3686 folio 164, Volume 3551 folio 77, Volume 3637 folio 84, Volume 3804 folio 114, Volume 3704 folio 176, Volume 3821 folio 179, Volume 3788 folio 25, Volume 3855 folio 63, Volume 3855 folio 211, Volume 3980 folio 206, Volume 4070 folio 47, Volume 4087 folio 237, Volume 4082 folio 46, Volume 4048 folio 120, Volume 5215 folio 110, Volume 5215 folio 111, Volume 4144 folio 220, Volume 4141 folio 232, Volume 4253 folio 153, Volume 4238 folio 179, Volume 4367 folio 165, Volume 4402 folio 205, Volume 5375 folio 238, and the whole of the land comprised in Certificate of Title Volume 3441 folio 133, Conveyance Book 1313 number 272. (d) but the said The Newcastle

C.T. is partly cancelled

Volume 45
folio 46

14-581

Transferred.

No.

Lodged by

(Name)

(Address) 39

MEMORANDUM OF TRANSFER of

Acres

Lot 2 in D.P. 14814

(Abbott and Douglas Streets) at Wallasey

City of Greater Newcastle

Parish

(Reserving minerals & subject to grant)

Reg Samuel Johnston Transferee.

Particulars entered in Register Book, Vol. 4082

Fol. 46

the 26th day of April, 1944,

at

in the

J. Wells
 Registrar-General



PROGRESS RECORD.

	Initials	Date
by Branch		1/2
n Records		4/2
r		19/5/44
led		25/7
pared		2/4/44
trained		2/4
ded		14.4.44
POSSESS		20.2
Clerk		29.5.44

EXTRA FEES
 5577 Fol. 15

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Mature	No.	Reg'd Propr., M't'gor, etc.
Old. Cancelled		
Old. Cancelled		

Post:
Lodgment
Endorsement
Certificate

FREE SIMPLE



Dead 5/10
Contract to be paid 5/10

Consent
C.I. 10/11/1910

D696688 to fine

Commissioner of Stamp



NEWCASTLE WALLSEND COAL COMPANY
B3747M

B3747M

THE NEWCASTLE WALLSEND COAL COMPANY a Company duly incorporated by Act of Parliament and carrying on business at Sydney and elsewhere in the State of New South Wales (herein called Transferror Company) being registered as the proprietor of an Estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests as are notified hereunder in consideration of FIFTY POUNDS

(£50. 0. 0.) (the receipt whereof is hereby acknowledged)

paid to it by EILEEN MAY COBB the wife of Hugh Cobb of Jesmond Labourer and in consideration of the love and affection which the said Eileen May Cobb has and bears towards her friend SAMUEL MIDDLEBY of Islington Labourer (hereinafter called Transferee) the sum of fifty pounds (£50. 0. 0.) paid to the said Eileen May Cobb by FRANCIS MOORE of Wallsend Joiner and MARGARET ELLEN MOORE at the request and by the direction of the said Hugh Cobb (the said Hugh Cobb and the said Transferee as joint tenants). Doth hereby transfer to the said Transferee as joint tenants. ALL such its Estate and Interest in ALL THE land mentioned in the Schedule following:

County	Parish	State if whole or part	Vol.	Fol.
Northumberland	Hexham	Part	4082	46
		and being Lot ... 6 ...		
		as shown on Deposited Plan No. 14814		

RESERVING to the said Transferror Company and its sequels in title and assigns all Coal and other minerals not including any minerals reserved to the Crown lying in and under the land hereby transferred TOGETHER with all necessary and proper rights underground rights of way and other underground rights powers and easements to enable it or them to get win work and transport all Coal minerals and other materials belonging to it or them AND the said Transferee Doth hereby for himself heirs executors administrators and assigns and transferees or other the registered proprietor for the time being of the land hereby transferred covenant with the said Transferror Company its sequels in title and assigns or other the registered proprietor for the time being of the land adjoining the land hereby transferred as follows THAT the said Transferror Company its sequels in title or assigns or other the registered proprietor for the time being of the land adjoining the land hereby transferred shall not be liable to the said Transferee his sequels in title or assigns or other the registered proprietor or proprietors for the time being of the land hereby transferred for any pitfalls or subsidences which may have already or which may hereafter take place on or under the land hereby transferred or on any other land adjacent thereto or for any damage or nuisance occasioned thereby AND THAT the said Transferee his sequels in title or assigns or other the registered proprietor or proprietors for the time being of the land hereby transferred will for the benefit of the adjoining land of the said Transferror Company abstain from using the land hereby transferred for any purpose requiring the erection of any fence dividing the land hereby transferred from such adjoining land without first obtaining the consent of the said Transferror Company in writing but such consent shall not be necessary whenever any such fence shall be erected and maintained without expense to the said Transferror Company AND THAT he or they will not carry on or permit to be carried on upon the land hereby transferred or any part thereof any chemical works or any noxious noisome dangerous or offensive art trade business occupation or calling AND LASTLY pursuant to Section 88 of the "Conveyancing Act 1919-1943" it is hereby declared (a) That the land to which the benefit of the last two preceding covenants are intended to be appurtenant is the residue of the land comprised in Certificate of Title Volume 4082 folio 46; (b) That the land which is subject to the burden of such covenants and the foregoing easements is the whole of the land comprised in this Transfer; (c) That the land to which the benefit of the foregoing easements are intended to be appurtenant is the residue of the land comprised in Certificates of Title Volume 2548 folios 65 and 66, Volume 45 folio 17, Volume 862 folio 232, Volume 3827 folio 205, Volume 2930 folio 147, Volume 2981 folio 196, Volume 2998 folio 119, Volume 3355 folio 161, Volume 3503 folio 143, Volume 3381 folio 140, Volume 3435 folio 151, Volume 3567 folio 229, Volume 3553 folio 230, Volume 3686 folio 164, Volume 3651 folio 77, Volume 3637 folio 84, Volume 3804 folio 114, Volume 3704 folio 176, Volume 3821 folio 179, Volume 3788 folio 25, Volume 3855 folio 63, Volume 3855 folio 217, Volume 3980 folio 206, Volume 4070 folio 47, Volume 4087 folio 237, Volume 4082 folio 46, Volume 4048 folio 120, Volume 5215 folio 110, Volume 5215 folio 111, Volume 4144 folio 220, Volume 4141 folio 232, Volume 4253 folio 153, Volume 4238 folio 179, Volume 4367 folio 165, Volume 4402 folio 205, Volume 5375 folio 238, and the whole of the land comprised in Certificate of Title Volume 3441 folio 133, Conveyance Book 1313 number 272. (d) That the said The Newcastle

1196

Transferree.

6696688

No. 9657/77596

Lodged by
PHONE 61424
REED HANIGAN & TURNER
LIV. STATIONERS
10 CASTLEMEAGH ST. SYDNEY
(Address)

MEMORANDUM OF TRANSFER of

Acres roads perches

Lot 5, D.P. 14814

at Ball's Creek

at Wollend City of Greater

Parish of St. George & Council of Newcastle

County of Newcastle

Transferees

Particulars entered in Register Book, Vol. 482

Fol. 46.

the 18th day of July 1947

at 15 minutes past 10 o'clock

in the fore noon.

S. Wells

Registrar-General.

RECEIVED
29 JULY 1947
BY

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch	AS	28/7
Received from Records	AS	29/7
Draft written	AS	29/7
Draft examined	AS	29/7
Diagram prepared	AS	29/7
Diagram examined	AS	29/7
Draft forwarded	AS	29/7
upt. of Engrossers	AS	29/7
annulation Clerk	AS	29/7
Vol.	5752	Pa. 246
Diagram Fees		
Additional Police		

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

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

B

Ref:PJE/5461 SIMHIL /Src:E

COMMONWEALTH OF AUSTRALIA

LAND SALES CONTROL

MERCANTILE MUTUAL BUILDING

117 PITT STREET

SYDNEY, N.S.W.

WHEN MAKING ENQUIRES BY
TELEPHONE PLEASE ASK FOR
"INFORMATION"

TELEPHONE BY MAIL GLIDES
DELEGATE OF THE TREASURER
BOX 114
G.P.O. SYDNEY.

Messrs Church & Youll,
Solicitors,
P.O. Box 477 E.
NEWCASTLE. N.S.W.

National Security (Economic Organization) Regulations.

In pursuance of the powers conferred on the Treasurer of the Commonwealth by Regulation 6 of the National Security (Economic Organization) Regulations, and delegated by him to me under Section 17 of the National Security Act 1939-43, I hereby consent to the purchase by ROBERT FRANCIS MOORE AND MARGARET ELLEN COBB

from MILLEN LAY COBB

that piece or parcel of land, being the land comprised in Vol.46
Vol.4082 Lot 5 situated at Abbott St., WallSEND, for the purchase
price of fifty pounds (£50)
Dated this second day of April 1947

Delegate of the Treasurer

W772 1244 24 5761 T. H. TRENT, GOVERNMENT PRINTER.

D696689

New South Wales

JUL 18 10 15 AM '47

FEES

Mortgage

Endorsement

Assessment

MEMORANDUM OF MORTGAGE

(REAL PROPERTY ACT 1900)

18.7.47

D730544



MEMORANDUM OF TRANSFER

B79470

B79470

B79470

THE NEWCASTLE WALLSEND COAL COMPANY a Company duly incorporated by Act of Parliament and carrying on business at Sydney and elsewhere in the State of New South Wales (herein called Transferor Company) being registered as the proprietor of an Estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests as are notified hereunder in consideration of

fifty pounds (50) (the receipt whereof is hereby acknowledged) paid to it by *Ivy Irene Schuhmacher, the wife of Stanley George Schuhmacher*

George Schuhmacher of the Newcastle Wallsend Coal Company (herein called Transferee) Doth hereby transfer to the said Transferee *as joint tenants*

ALL such its Estate and Interest in ALL the land mentioned in the Schedule following:

County	Parish	State if whole or part	Vol.	Folio
Northumberland	<i>Heddon</i>	Part and being Lot <i>7</i> as shown on Deposited Plan No. <i>14814</i>	<i>4082</i>	<i>46</i>

RESERVING to the said Transferor Company and its sequels in title and assigns all Coal and other minerals not including any minerals reserved to the Crown lying in and under the land hereby transferred TOGETHER with all necessary and proper rights underground rights of way and other underground rights powers and easements to enable it or them to get win work and transport all Coal minerals and other materials belonging to it or them AND the said Transferee Doth hereby for *himself, heirs, executors, administrators and assigns* and transferees or other the registered proprietor for the time being of the land hereby transferred covenant with the said Transferor Company its sequels in title and assigns or other the registered proprietor for the time being of the land adjoining the land hereby transferred as follows THAT the said Transferor Company its sequels in title or assigns or other the registered proprietor for the time being of the land adjoining the land hereby transferred shall not be liable to the said Transferee *heirs* sequels in title or assigns or other the registered proprietor or proprietors for the time being of the land hereby transferred for any pitfalls or subsidences which may have already or which may hereafter take place on or under the land hereby transferred or on any other land adjacent thereto or for any damage or nuisance occasioned thereby AND THAT the said Transferee *heirs* sequels in title or assigns or other the registered proprietor or proprietors for the time being of the land hereby transferred will for the benefit of the adjoining land of the said Transferor Company abstain from using the land hereby transferred for any purpose requiring the erection of any fence dividing the land hereby transferred from such adjoining land without first obtaining the consent of the said Transferor Company in writing but such consent shall not be necessary whenever any such fence shall be erected and maintained without expense to the said Transferor Company AND THAT *they* or they will not carry on or permit to be carried on upon the land hereby transferred or any part thereof any chemical works or any noxious noisome dangerous or offensive art trade business occupation or calling AND LASTLY pursuant to Section 88 of the "Conveyancing Act 1919-1943" it is hereby declared (a) That the land to which the benefit of the last two preceding covenants are intended to be appurtenant is the residue of the land comprised in Certificate of Title Volume *4082* folio *46*; (b) That the land which is subject to the burden of such covenants and the foregoing easements is the whole of the land comprised in this Transfer; (c) That the land to which the benefit of the foregoing easements are intended to be appurtenant is the residue of the land comprised in Certificates of Title Volume 2548 folios 65 and 66, Volume 45 folio 17, Volume 862 folio 232, Volume 3827 folio 205, Volume 2930 folio 147, Volume 2981 folio 196, Volume 2998 folio 119, Volume 3355 folio 161, Volume 3503 folio 143, Volume 3381 folio 140, Volume 3435 folio 151, Volume 3567 folio 229, Volume 3553 folio 230, Volume 3686 folio 164, Volume 3651 folio 77, Volume 3637 folio 84, Volume 3804 folio 114, Volume 3704 folio 176, Volume 3821 folio 179, Volume 3788 folio 25, Volume 3855 folio 63, Volume 3851 folio 211, Volume 3980 folio 206, Volume 4070 folio 47, Volume 4087 folio 237, Volume 4082 folio 46, Volume 4048 folio 120, Volume 5215 folio 110, Volume 5215 folio 111, Volume 4144 folio 220, Volume 4141 folio 232, Volume 4253 folio 153, Volume 4238 folio 179, Volume 4367 folio 165, Volume 4402 folio 205, Volume 5375 folio 238, and the whole of the land comprised in Certificate of Title Volume 3441 folio 133, Conveyance Book 1313 number 272. (d) That the said The Newcastle

19003
1899Y

Wallsend Coal Company or its successors are the parties by whom or by whose consent the said covenants and foregoing easements may be released varied or modified.

ENCUMBRANCES, &c., REFERRED TO.

RESERVATIONS to the Crown as contained in the original Grant or Grants and also noted on the said Certificate of Title.

IN WITNESS whereof the Common Seal of The Newcastle Wallsend Coal Company was hereto affixed at Sydney the 15th day of September 19 46

The Common Seal of The Newcastle Wallsend Coal Company was hereunto affixed by order of the Directors present at and forming a Board of Directors of the said Company in the presence of

W. Allison
Manager

W. N. Stanger
W. H. Bates
W. H. Bates

Transferrors.

Signed in my presence by the
said *W. N. Stanger* who
is personally known to me
W. H. Bates

I direct this Transfer
by *W. H. Bates*

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

J. Bright
J. A. Bright

Signed in my presence by the Transferees
WHOM PERSONALLY KNOWN TO ME

W. H. Bates
W. H. Bates

W. H. Bates
Transferees

15373 1949
 D730544
 MEMORANDUM OF TRANSFER of
 Acres: 32 1/2 perches
 Lot 4 DP 14814 Abbott St
 Reserving coal etc. Subject to consent
 of the
 Municipality of Newcastle
 Parish: County:
 Frederick Bright
 John Bright } first tenant
 Transferees

Lodged by
 REED, HANIGAN & TURNER
 LAW STATIONERS
 10 CASTLE REAGH ST. SYDNEY
 (Name)
 (Address)

Particulars entered in Register Book, Vol. 4082
 Fol. 46
 the 17th day of October 1949
 at 12 o'clock
 noon

INDEXED
 21 OCT 1949
 J. H. Ellis
 Registrar-General
 Office

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch	JS	2/10
Received from Records	JS	9.12.47
Draft written	JS	10.12
Draft examined	JS	13.1.48
Diagram prepared	JS	13/1/48
Diagram examined	JS	4/2
alt forwarded		
pt. of Engrossers		
recellation Clerk		
Vol. 5785	Fol. 80	
Diagram Fees		
Additional Police		

EXTRA FEES
 Diagrams
 Extra Police
 10/-

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

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

B

616201

C. 10201 1.0
FEB 11 1900

Rece South Wales



Certificate

MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)

JB 25 A JB 25 A
FEE SIMPLE

11/2/54

THE NEWCASTLE WALLSEND COAL COMPANY a Company duly incorporated by act of Parliament of the State of New South Wales (herein called "Transferor") being registered as the proprietor of an Estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests as are notified hereunder in consideration of FIVE HUNDRED AND EIGHTY-FOUR POUNDS SEVEN SHILLINGS AND SIXPENCE (£ 584. 7. 6) (the receipt whereof is hereby acknowledged) paid to it by A. W. HANSON PTY. LIMITED a Company duly incorporated and having its registered office at 629 Church Street Parramatta



(herein called "Transferee")

Doth hereby transfer to the said Transferee
All such its Estate and Interest in ALL THE land mentioned in the Schedule following:

County	Parish	State if whole or part	Vol.	Fol.
Northumberland	Hexham	Part and being Lots <u>A and B</u> as shown on Deposited Plan No. <u>annexed</u> HEREIN.	5463	178

p/c

EXCEPTING thereout all Coal and other minerals lying in the said land other than minerals reserved to the Crown AND RESERVING to the Transferor full and free right and liberty in the course of or as the result of mining operations to let down the surface of the land hereby transferred and the buildings and other improvements thereon without being liable to make any compensation for any damage done or nuisance occasioned thereby to the Transferee or the Lessees or tenants of the Transferee AND the Transferee DOTH HEREBY covenant with the Transferor THAT the Transferee will not use the land hereby transferred for any purpose requiring the erection of any fence dividing the land hereby transferred from the adjoining land of the Transferor without first obtaining the consent in writing of the Transferor PROVIDED that such consent as aforesaid shall not be necessary when any fence as aforesaid shall be erected and maintained without expense to the Transferor AND that the Transferee will not carry on or permit or suffer to be carried on upon the land hereby transferred or any part thereof any chemical works or any noxious or offensive art trade business occupation or calling AND IT IS HEREBY DECLARED

- (a) That the land to which the benefit of the first of the foregoing covenants is appurtenant is the residue of the land comprised in Certificate of Title Volume 5463 Fol. 178.
- (b) That the land to which the benefit of the second of the foregoing covenants is appurtenant is the residue of the land comprised in Certificate of Title Volume 5463 Folio 178.
- (c) That the land to which the benefit of the foregoing easement is appurtenant is the residue of the land in Certificates of Title Volume 5463 Folio 178

ENCUMBRANCES, &c., REFERRED TO.

RESERVATIONS to the Crown as contain in the original Grant or Grants and also noted on the said Certificate of Title.

IN WITNESS whereof the Common Seal of The Newcastle Wallsend Coal Company was hereto affixed at Sydney the 5th day of November 1953.

The Common Seal of The Newcastle Wallsend Coal Company was hereunto affixed by order of the Directors present at and forming a Board of Directors of the said Company in the presence of

Arthur William Hansor

John L. Pearson
W. H. K. H.
C. J. J.
G. B. K.
H. A. H.

Transferor

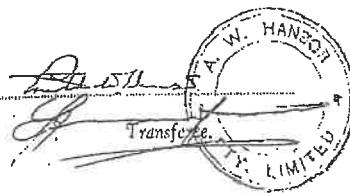
PLAN REFILED IN PLAN ROOM
AS FP 386026

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

Signed in my presence by the Transferee
WHO IS PERSONALLY KNOWN TO ME

THE COMMON SEAL of J. W. HANSOR PTY. LIMITED was hereunto affixed by authority of the Board of Directors and in the presence of Arthur William Hansor and Leslie James Thompson Directors.

Arthur William Hansor
SECRETARY



Rt 8465

(16208)

No. _____

Lodged by
 (Name) Stephen Chern
Solicitor
 (Address) 16 Barnack St
Ordway

INDEXED <u>(1)</u>	MEMORANDUM OF TRANSFER <u>Ex. coal and other minerals</u> <u>Res. easement to let down</u> <u>subject to covenant.</u>	DOCUMENTS LODGED HERewith To be filled in by person lodging dealing.
Checked by <u>SL</u>	PARTICULARS ENTERED IN REGISTER BOOK Volume <u>5463</u> Folio <u>178</u> the <u>23rd</u> day of <u>April</u> 19 <u>54</u> at <u>minutes past 12 o'clock in the noon</u>	1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____
Passed (in S.D.B.) by <u>SL</u>	Signed by <u>J H Pells</u> REGISTRAR-GENERAL	Received Docs. Nos. Receiving Clerk

C/1

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records	<u>SL</u>	<u>16/5/54</u>
Draft written	<u>SL</u>	<u>19.3.54</u>
Draft examined	<u>SL</u>	<u>2/1/54</u>
Diagram prepared	<u>SL</u>	<u>2/1/54</u>
Diagram examined	<u>SL</u>	<u>2/1/54</u>
Draft forwarded	<u>SL</u>	<u>2/1/54</u>
Supt. of Engravers	<u>SL</u>	<u>2/1/54</u>
Cancellation Clerk	<u>SL</u>	<u>2/1/54</u>
Vol. <u>6802</u> <u>683</u>		
Diagram Fees		
Additional Polies		

EXTRA FEES
SL
10/1/54
 Court
 Extra Polies

G 16201

THE COUNCIL OF THE CITY OF NEWCASTLE

CERTIFICATE OF NEW ROAD OR SUBDIVISION

LOCAL GOVERNMENT ACT, 1919, SEC. 327, ORDINANCE No. 32 FORM 1.

Certificate No.

2348

CITY HALL,

NEWCASTLE, N.S.W.

31st August, 1953.

APPLICANT

(Name) MESSRS W.R. PULVER & SON,
(Surname First)

(Address) A.M.P. CHAMBERS,
NEWCASTLE, 2.N.

OWNER

(Name) NEWCASTLE WALLSEND COAL COMPANY,

(Address) COWPER STREET,
WALLSEND, 2.N.

NEW ROAD (particulars of) Nil.

SUBDIVISION (particulars of) Part of land comprised in C.T. Vol. 5463
Vol. 178, off Newcastle Road, Wallsend.

CERTIFICATE

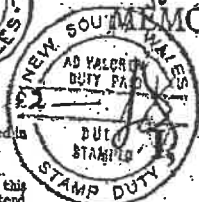
I hereby certify that the requirements of the Local Government Act, 1919, (other than the requirements for the registration of plans) have been complied with by the above-named applicant in relation to the proposed subdivision above described, and more particularly set out on the accompanying plan being the Council's plan and marked "Covered by Town Clerk's Certificate No. 2348 of 31st August, 1953."

Official Receipt No. 47119

Amount 15/-d.

Date 26/6/1953.

W. Burgess
Town Clerk



NEW SOUTH WALES

May 13



(REAL PROPERTY ACT, 1900.)

A. W. HANSOR PTY. LIMITED

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black or blue-black non-copying ink.

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

Full postal address of transferee must be shown.

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

If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

If part only of the land comprised in a Certificate of Title is to be transferred add "and being or not sec. D.P. of the" before the land shown in the plan annexed hereto, or being the residue of the land in certificate for grant register Vol. of the said plan. Where the consent of the local council is required to a subdivision, the certificate and plan mentioned in the L.G. Act, 1976, should accompany the transfer.

Strike out if unnecessary.
Covenants should comply
with Section 46 of the
Constitution of 1945-1946.
Here also should be set forth
any right-of-way or easement
or exception.
Any provision in addition to
or modification of the
covenants implied by the Act
may also be inserted.
If the space provided is
insufficient a form of annexure
of the same size and quality of
paper as this instrument
should be used.

* A very short note will suffice.

2 If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.

Repeat attestation if
necessary.

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

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 Two hundred pounds

(£200) (the receipt whereof is hereby acknowledged) paid to it by

VICTOR ELLIOTT LOVELL of Naughton Avenue, Birmingham Gardens,
Builder

(herein called transferee)

do hereby transfer to the said transferee

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

County	Parish	Reference to Title (d)			Description of Land (if part only)	(e)
		Waste of Part	Vol.	Fol.		
Northumberland	Hexham	Part Waste of Part	6802	75	Lot A on plan lodged with Transfer No. G16201	

And the transferee covenants with the transferor for the benefit of any adjoining land owned by the Transferor but only during the ownership thereof by the Transferor other than that no fence shall be erected on the property hereby sold to divide it from such adjoining land without the consent of the Transferor but such consent shall not be withheld if such fence is erected without expense to the Transferor and in favour of any person dealing with the Transferee, such consent shall be deemed to have been given in respect of every fence for the time being erected. And this restriction may be released varied or modified by the registered proprietor or proprietors for the time being of such adjoining land.

ENCUMBRANCES, &c., REFERRED TO

Reservations, notifications and conditions noted in and endorsed on the said Certificate of Title

Signed at _____
The Common Seal of A.W. Hanson Pty. Ltd.
Signed _____
was herewith affixed by authority of the
_____ of the
Board of Directors and in the presence
of A.W. Hanson, Director.

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

WHO IS PERSONALLY KNOWN TO ME

* 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 back of form signed by the attorney before a witness.

† N.B. - Section 17 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the transferee as to the nature, circumstances or kind of the Transferee must accept personally.

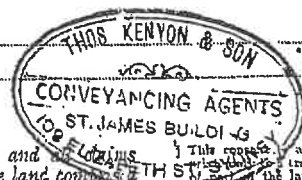
No alterations should be made by erasure. The words rejected should be scored through with the pen, and if necessary substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

SECRET - E 1165 - A. R. KATZ, CO. FAX, NY 200-222-2222

N^o 329641

LODGED BY

CONSENT OF MORTGAGEE!
(N.B.—Before execution read marginal note.)



I,

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

This receipt is given in full discharge of the land in the Certificate of Title or Crown Grant. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at _____ this _____ day of _____ 19 _____
Signed in my presence by _____

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at _____ the _____ day of _____ 19 _____
Signed in the presence of _____

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

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.

Appeared before me at _____ the _____ day of _____ one thousand _____
reine hundred and _____ 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.

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH
<input checked="" type="checkbox"/>	<i>Agreed to be sold</i>	To be filled in by person lodging dealing.
Checked by <i>[Signature]</i>	Particulars entered in Register Book, Volume <i>6802</i> Folio <i>75</i>	Received Docs. Nos. _____
Passed (in S.D.B.) by <i>[Signature]</i>	the <i>19th</i> day of <i>August</i> 19 <i>85</i> at _____ minutes past <i>12</i> o'clock in the _____	Receiving Clerk. _____
Signed by <i>[Signature]</i>	<i>J. H. Pells</i> Registrar-General	

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written ...	<i>[Signature]</i>	<i>20/8</i>
Draft examined ...	<i>[Signature]</i>	<i>20/8</i>
Diagram prepared ...	<i>[Signature]</i>	<i>21/8</i>
Diagram examined ...	<i>[Signature]</i>	<i>21/8</i>
Draft forwarded ...	<i>[Signature]</i>	<i>21/8</i>
Supt. of Engrongers ...	<i>[Signature]</i>	<i>1/9</i>
Cancellation Clerk ...	<i>[Signature]</i>	
VOL. <i>7017</i> Fol. <i>103</i>		

EE 1106 64 437-W

G325419 to follow

EXECUTION OUTSIDE NEW SOUTH WALES.

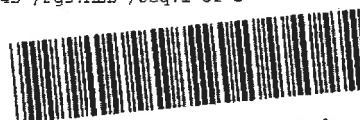
If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner 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 this said Chief Justice may appoint.

The fees are:—Upon lodgment (a) 1-10-0, if accompanied by the relevant title or evidence of production thereof, (b) 1-15-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer, (b) 1/- for each new Certificate of Title issued, (c) 10/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 2/6 for each additional folio where the Certificate exceeds fifteen folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

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




Form: 15CB
Release: 3-2

CHANGE OF BY-LAW
New South Wales
Strata Schemes Management Act 1996
Real Property Act 1900

AJ107531U

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


(A) TORRENS TITLE	For the common property CP/SP86274		
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Grace Lawyers Pty Limited DX 11508 SYDNEY DOWNTOWN Tel: 02 9284 2700	CODE
		Reference: 141630	CB

- (C) The Owners-Strata Plan No. 86274 certify that pursuant to a resolution passed on 20 August 2014 and
(D) in accordance with the provisions of section 47 of the Strata Schemes Management Act 1996,
the by-laws are changed as follows—
(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-law 1
Amended by-law No. NOT APPLICABLE
as fully set out below:

See Annexure hereto.

- (F) The common seal of the Owners-Strata Plan No. 86274

was affixed on 2/10/14 in the presence of—

Signature(s): 

Name(s): MICHAEL GILDAY



being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

ANNEXURE TO CHANGE OF BY-LAWS THE OWNERS-STRATA SCHEME 86274

SPECIAL BY-LAW NO. 1

PARKING OF VEHICLES IN SCHEME

GRANT OF POWER

In addition to the powers, authorities, duties and functions conferred by or imposed on it pursuant to the Act, the owners corporation shall have the additional powers, authorities, duties and functions in relation to car parking in the Scheme subject to the conditions under Part 3 of this by-law as follows:

- 1.1 the power to regulate the use of common property and the Visitor Parking Area for parking of motor or other vehicles;
- 1.2 the power to remove or wheel clamp an owner's, occupier's or Visitor's motor or other vehicle parked or left in contravention with this by-law;
- 1.3 the power to enter into arrangements with third parties (including vehicle towing services) to remove or wheel clamp motor or other vehicles that are parked or left in contravention of this by-law; and
- 1.4 the power to erect signage regarding parking including advising that motor or other vehicles parked or left in contravention of this by-law will be removed from the Scheme or wheel clamped.

PART 2

DEFINITIONS & INTERPRETATION

- 2.1 In this by-law, unless the context otherwise requires:
- (a) **Act** means the *Strata Schemes Management Act 1996*.
 - (b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
 - (c) **Building** means the building situated at 75 Abbott Street, Wallsend.
 - (d) **Lot** means any lot in strata plan 86274.
 - (e) **Scheme** means the strata scheme created by the registration of strata plan 86274.
 - (f) **Visitor** means a bona fide guest or invitee of an owner or occupier, but does not include an occupier.
 - (g) **Visitor Parking Area** means any area designated for parking in the Scheme not comprising part of the Lot.

In this by-law, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;



**ANNEXURE TO CHANGE OF BY-LAWS
THE OWNERS-STRATA SCHEME 86274**

- (d) references to legislation include references to amending and replacing legislation; and
- (e) where a term of this by-law is inconsistent with any by-law applicable to the Scheme then this by-law shall prevail to the extent of the inconsistency.

PART 3

CONDITIONS

- 3.1 The owner or occupier of a Lot shall not cause or permit to park or stand, a motor or other vehicle upon the common property and/or upon the Visitor Parking Area at any time, except with the written approval of the owners corporation.
- 3.2 The owner or occupier of a Lot shall not cause or permit its Visitor to park or stand a motor or other vehicle upon the common property (excluding the Visitor Parking Area and in accordance with this by-law) at any time.
- 3.3 The owner or occupier of a Lot shall not cause or permit its Visitor to park or stand, a motor or other vehicle upon the Visitor Parking Area for more than 12 hours and in any one week, except with the written approval of the owners corporation. For the avoidance of doubt, no overnight parking is permitted in the Visitor Parking Area or elsewhere on the common property except with the prior written approval of the owners corporation.
- 3.4 The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor or other vehicle upon the common property or upon the Visitor Parking Area under clauses 3.1, 3.3, 3.5 or 3.6.
- 3.5 The owner or occupier of a Lot shall not repair, or allow to be repaired, a motor or other vehicle upon the Visitor Parking Area or upon the common property or upon the Visitor Parking Area or upon the common property at any time, except with the prior written approval of the owners corporation.
- 3.6 The owner or occupier of a Lot must not cause or permit any employee, contractor, tradesperson, removalist or the like to:
 - (a) park or stand a motor or other vehicle upon the Visitor Parking Area for a period exceeding two (2) consecutive hours; or
 - (b) repair a motor or other vehicle upon the Visitor Parking Area without prior written approval of the owners corporation.
- 3.7 The owners corporation or executive committee, for the purpose of the control, management and use of the common property and Visitor Parking Area and particularly the parking or standing of motor or other vehicles upon the Visitor Parking Area or other common property may:
 - (a) install barriers consisting of chains or bollards in such places as are reasonably necessary to regulate the standing of motor or other vehicles in or on the common property or the Visitor Parking Area;
 - (b) remove any motor or other vehicle parked or standing in or on the common property or the Visitor Parking Area in contravention of this by-law;
 - (c) apply wheel clamp(s) to motor or other vehicles parked or standing in or on the common property or the Visitor Parking Area in contravention of this by-law;



ANNEXURE TO CHANGE OF BY-LAWS THE OWNERS-STRATA SCHEME 86274

- (d) install signage on the common property or the Visitor Parking Area of the effect of this by-law and limitations on the standing/parking of motor or other vehicles;
 - (e) place a notice on or about the windscreen of any motor or other vehicle parked or standing in or on the common property or the Visitor Parking Area in contravention of this by-law or any resolution of the executive committee under this by-law; and
 - (f) take such further action consistent with this by-law as is lawful, reasonable and necessary in order to regulate or restrict the parking of motor or other vehicles in or on the common property or the Visitor Parking Area.
- 3.8 If the owners corporation erects signage regulating the parking or standing of motor or other vehicles in or on the common property or the Visitor Parking Area, every owner and occupier of a lot must abide by those signs and must procure that their tradespersons, contractors and Visitors abide by those signs, in default of which, the owner or occupier of the lot responsible for or in connection with its or its Visitor's breach of this by-law, will be liable to pay the costs of the owners corporation in enforcing this by-law.

PART 4

ENDURING OBLIGATIONS

- 4.1 An owner or occupier:
- (a) must comply with the terms of this by-law and any approval or directions of the owners corporation or the executive committee given under this by-law in respect of parking upon the common property and the Visitor Parking Area;
 - (b) must ensure that its Visitor(s), employees, contractors, tradespersons, removalists or the like comply with this by-law;
 - (c) agrees that by parking a vehicle (or allowing a vehicle to be parked) upon the common property and/or upon the Visitor Parking Area in contravention of this by-law or any signage at the Scheme, that owner or occupier consents to the removal or wheel clamping of the vehicle under the terms contained in Part 3 of this by-law and Sections 651B and 651C of the *Local Government Act 1993*; and
 - (d) who has parked, caused or permitted a motor or other vehicle (or allowed or caused a Visitor to park or stand a motor or other vehicle) upon the common property and/or upon the Visitor Parking Area in contravention of this by-law, such motor or other vehicle being subsequently removed or wheel clamped under Part 3 of this by-law hereby:
 - (i) indemnifies and keeps indemnified the owners corporation for the costs incurred by the owners corporation of removing and storing the motor or other vehicle or wheel clamping the motor or other vehicle;
 - (ii) agrees that an agreement pursuant to section 651C(2)(d) of the *Local Government Act 1993* has been made and is in force; and
 - (iii) indemnifies and shall keep indemnified the owners corporation for any loss or damage caused (including to the vehicle) as a result of action to remove or wheel clamp the motor or other vehicle under Part 3 of this by-law.



**ANNEXURE TO CHANGE OF BY-LAWS
THE OWNERS-STRATA SCHEME 86274**

PART 5

DEFAULT BY OWNER

- 5.1 The owners corporation may recover from the owner or occupier all costs associated with administering the policy expressed in this by-law.
- 5.2 Any payment required by the owners corporation in accordance with this by-law becomes due and payable to the owners corporation in accordance with the decision of the owners corporation to require that payment.
- 5.3 Any payment required from an owner or occupier may be recovered in a court of competent jurisdiction as a debt.
- 5.4 The owners corporation may levy a payment by serving written notice of the charge payable by that owner or occupier.
- 5.5 A charge if not paid at the end of one month after it becomes due and payable, shall bear, until paid, simple interest at an annual rate of ten per cent (10%).
- 5.6 The owners corporation may recover, as a debt a charge not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the owners corporation incurred in recovering that amounts.

The common seal of The Owners – Strata Plan No. 86274 was affixed on
...2/10/14.....

in the presence of:

Signature(s): *Michael Gilday*

Name(s): MICHAEL GILDAY



being the person(s) authorised under section 238 of the *Strata Schemes Management Act 1996* to attest the affixing of the seal.



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

N/A

N/A/

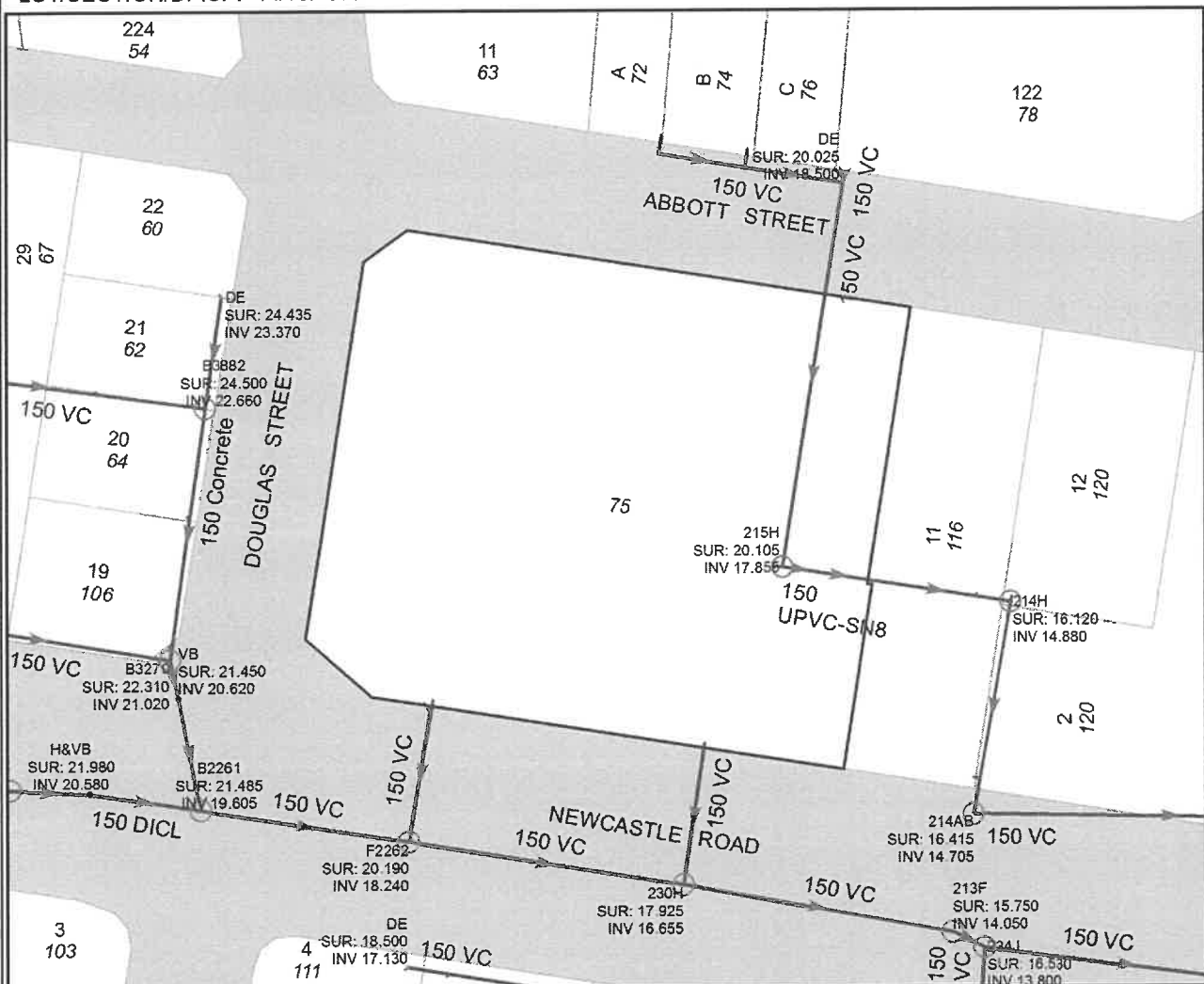
APPLICATION NO.: 6957688886

APPLICANT REF: M 46592

RATEABLE PREMISE NO.: 9672562806

PROPERTY ADDRESS: 75 ABBOTT ST WALLSEND 2287

LOT/SECTION/DP:SP: 74/ /SP 86400



SEWER POSITION APPROXIMATE ONLY.
SUBJECT PROPERTY BOLDDED.
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: 30/01/2015

Scale at A4: 1:1,000

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

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

**Home Warranty
Insurance
Certificate of Insurance**

Policy Number
BN-0038044-BWI-95



**Home Warranty
Insurance Fund**

Level 3, 85 Harrington St
SYDNEY NSW 2000
Phone: 1300 790 723
Fax: 02 8275 9330
ABN: 78 003 191 035
AFS License No: 239545



SIMHIL DEVELOPMENTS PTY LTD
PO BOX 42
THORNTON, NSW 2322

Name of Intermediary
DESMOND INSURANCE
BROKERS P/L

Account Number
BN-1045278

Date Issued: 01/12/2010

Policy Schedule Details

Certificate in Respect of Insurance

Residential Building Work by Contractors

A contract of insurance complying with sections 92 and 96 of the Home Building Act 1989 has been issued by QBE Insurance (Australia) Limited as agent for and on behalf of the NSW Self Insurance Corporation (SICorp) (ABN 97 369 689 650) who is responsible for management of the Home Warranty Insurance Fund.

In Respect of	NEW MULTI UNIT (<=3 STOREYS) CONTRACT - PER SITE
At	48/75 ABBOTT STREET WALLSEND NSW 2287
Carried Out By	BUILDER S N L BUILDING CONSTRUCTIONS P ABN: 24 110 418 678
Declared Contract Price	\$120,000.00
Contract Date	01/12/2010
Builders Registration No.	U 173595C
Building Owner / Beneficiary	SIMHIL DEVELOPMENTS PTY LTD

Subject to the Act and the Home Building Regulation 2004 and the conditions of the insurance contract, cover will be provided to the Building Owner/Beneficiary named in the domestic building contract and to the successors in title to the Building Owner/Beneficiary or the immediate successor in title to the contractor or developer who did the work and subsequent successors in title.

Signed for and on behalf of NSW Self Insurance Corporation

IMPORTANT NOTICE:

This Certificate must be read in conjunction with the Policy Wording and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the statutory period of cover.

QM2771-0910

BCA Certifiers Australia Pty Ltd
PO Box 197 Charlestown NSW 2290
Phone: 02 49431755 Fax: 02 49433845
Email: admin@bcacertifiers.com.au

FINAL OCCUPATION CERTIFICATE

Issued under the Environmental Planning & Assessment Act 1979 Sections 109C (1) (c) and 109H & 109I and the Environmental Planning & Assessment Regulation 2000 – Part 8, Division 3.

CERTIFICATE NO. CN110329

Date of Certificate: 01/06/12

Details of Building (or part): Stage 9 - (Units 48-52)

BCA Classification: 1 & 2

APPLICANT

Name: SNL Building Constructions P/L

Address: PO Box 4223 Edgeworth NSW 2285

Phone: 49548866

Fax: 49548844

Email: michelle@snlbuilding.com.au

PROPERTY

Address: 71-79 Abbott St, 104-114 Newcastle Rd & 67 Douglas St
Wallsend

Lot/Sec/DP: Lot 11 DP 1142734

APPROVALS

DA No. 06/0675

DA Approval Date: 27/02/09, Modified :15/07/11

Consent Authority: Newcastle City Council

CC No. 11017

CC Approval Date: 20/07/2011
Issued by: Des Lynch

PCA Glenn Levick BPB0227

OC No. CN110329

CERTIFICATION

Glenn Levick of BCA Certifiers Australia Pty Ltd
certifies that:

- A current Development Consent is in force for the building;
- A current Construction Certificate has been issued with respect to the plans & specifications for the building;
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia;
- A Fire Safety Certificate has been issued for the building

CERTIFYING AUTHORITY

Name: Glenn Levick
Accreditation Body: Building Professionals Board
Accreditation No. BPB0227

Signature:



ATTACHMENTS:

- Final Fire Safety Certificate
- A Fire Safety Schedule

FIRE SAFETY SCHEDULE

CLAUSE 168 EP & A REG. 2000

PROPERTY

Address: 71-79 Abbott St, 104-114 Newcastle Road & 67 Douglas Street Wallsend

Lot/Sec/DP: Lot 11 DP 1142734

CERTIFICATE NO. 11017

Date of Certificate: 20/07/11

Details of Building (or part): Stage 9 – Units 48-52

BCA Classification: 1 and 2

REQUIRED FIRE SAFETY MEASURES (PROPOSED)	CRITICAL FIRE SAFETY MEASURE (Y/N)	INTERVAL FOR SUPPLEMENTARY FIRE SAFETY STATEMENTS	MINIMUM STANDARD OF PERFORMANCE (BCA 2011/Referenced Australian Standards/Other)
Statutory			
Access panels, doors and hoppers to fire resisting shafts	N	12 months	BCA C3.13 & C3.10, AS1735.11-1986
Automatic fire detection and alarm systems	N	12 months	BCA Spec E2.2a, AS3786-1993 Amdt 4
Fire hydrant systems	N	12 months	BCA E1.3 & AS2419.1-2005 Amdt 1
Lightweight Construction	N	12 months	BCA C1.8 BCA Spec C1.8
Fire doors	N	12 months	BCA Spec C3.4 & AS1905.1-2005
Fire windows	N	12 months	BCA C3.4, BCA Spec C3.4
Fire dampers	N	12 months	BCA C3.15 & AS 1668.1-1998 Amdt 1, AS1682.1 & 1682.2-1990

EXISTING FIRE SAFETY MEASURES

NIL

FIRE SAFETY CERTIFICATE

Issued under the Environmental Planning and Assessment Regulation 2000 Part 9, Division 4

1. Details of the building being certified

DA No.: 06/0675 **CC No.:** 11017 & 110329

Address of Building (or part): 75 Abbott Street Wallsend

Owner of Building: Simhil Developments P/L

Address of Owner: PO BOX 42 Thornton NSW 2322

This certificate is for:

- ☐ part of the building
☒ the whole of the building

Description of the building or part of the building
 Stage 8 of 9 staged, 52 unit development

2. Assessment of fire safety measures

List of each essential fire safety measure specified in the Fire Safety Schedule for the building.

FIRE SAFETY MEASURES	STANDARD OF PERFORMANCE REQUIRED BY THE FIRE SAFETY SCHEDULE (BCA 2011/Referenced Australian Standards/Other)	DATE OF ASSESSMENT
Access panels, doors and hoppers to fire resisting shafts	BCA C3.13 & C3.10; AS1753.11-1986	02-2009 & 9-05-2012
Automatic fire detection and alarm systems	BCA Spec E2.2a; AS3786-1993,, AS1670.1-2004	19-05-2012
Fire dampers	BCA C3.15; AS 1668.1-1998, AS 1682-1990	9-05-12
Fire doors	BCA Spec C3.4 & AS 1905.1-2005	23-12-11 & 9-05-12
Fire hydrant systems	BCA E1.3 & AS2419.1-2005	12-5-12
Fire windows	BCA C3.4, BCA Spec C3.4	12-12-11
Lightweight Construction	BCA C1.8 BCA Spec C1.8	9-12-11

3. Type of Certificate

This is:

- ☐ an interim fire safety certificate
☒ a final fire safety certificate

Date of this certificate 23-05-2012

4. Certification

I Simon Livingstone of Simhil Developments Pty Ltd

being the owner of the building described above, or the agent of the owner, certify that:

☒ each of the essential fire safety measures listed above:

- has been assessed by a properly qualified person, and
- was found, when it was assessed by that person, to be capable of performing to at least the standard required by the current fire safety schedule for the building;

☒ The information contained in this statement is true and accurate to the best of my knowledge and belief.

5. Information attached to this certificate

☒ The current fire safety schedule for the building

6. Signature

The owner of the building, or the owners agent, must complete and sign the certificate.

Signature:



Name Simon Livingstone

Address PO Box 4222 Edgeworth NSW 2285

The capacity in which you are signing if you are not the owner of the building

7. Privacy policy

The owner of the building, or the owners agent, needs to provide a fire safety certificate to the certifying authority (a council or a private certifier) if you are applying for an occupation certificate. A copy of the certificate also needs to be given to the Commissioner of New South Wales Fire Brigades, and displayed in the building in a prominent position. You also need to give the information to the council and the Commissioner of New South Wales Fire Brigades if a fire safety order has been made for the building once you have satisfied that order. If you do not supply a fire safety certificate as required you will be in breach of the Environmental Planning and Assessment Act 1979 and you could be found guilty of an offence and/or required to take further action. Please contact the council if the information you have provided in this certificate is incorrect or changes.



City of
Newcastle

Planning Certificate

Section 10.7, Environmental Planning and Assessment Act 1979

To: Infotrack
GPO Box 4029
Sydney NSW 2001

Certificate No: PL2024/01903
Fees: \$169.00
Receipt No(s): D002985987

Your Reference: 166-24

Date of Issue: 11/04/2024

The Land: Lot 74 SP 86400 48/75 Abbott Street Wallsend NSW 2287

Advice provided on this Certificate:

Advice under section 10.7(2): see items 1 – 23
Additional advice under section 10.7(5): see Items 24 – 29

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 11/04/2024. 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 (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 2023

- 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

There are currently no draft DCPs that apply to this land.

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 Development Contributions Plan: Effective 1 January 2022.

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 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 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. Refer to Clause 5.1 Relevant acquisition authority and 5.1A Development on land intended to be acquired for public purposes, Part 5 Miscellaneous provisions of the Newcastle LEP 2012 for lands identified for acquisition.

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 affection 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 AFFECTED by road widening or road realignment under an environmental planning instrument. Refer to Clause 5.1 Relevant acquisition authority and 5.1A Development on land intended to be acquired for public purposes, Part 5 Miscellaneous provisions of the Newcastle LEP 2012 for lands identified for acquisition.

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

9. Flood related development controls

9(1) Mapping information is not available and it is unknown if the land or part of the land is within the flood planning area.

9(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 (PMF).

Our information currently indicates that the property is not flood prone land (land within the PMF) as defined by the NSW Government Flood Risk Management Manual 2023.

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: City of Newcastle has a policy restricting development or imposing conditions on properties affected by land contamination. Refer to Section B7 Land contamination of Newcastle Development Control Plan 2023, which is available to view and download from City of Newcastle's website.

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 IS NOT 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.*

Part 2:

Advice provided under section 10.7(5)

ATTENTION: *Section 10.7(6) of the Act states that a Council shall not incur any liability in respect of advice provided in good faith pursuant to sub-section 10.7(5).*

24. Outstanding Notices and Orders issued by City of Newcastle (CN).

This Certificate does not include any advice regarding outstanding notices or orders issued under the Environmental Planning and Assessment Act 1979, the Local Government Act 1993 or any other relevant legislation. To obtain advice regarding these matters, it is recommended you lodge an application for a Certificate as to Outstanding Notices and Orders (accompanied by the appropriate fee). For further information, please contact the Customer Contact Centre on (02) 4974 2000.

25. Listing by National Trust of Australia.

The land IS NOT AFFECTED by a listing of the National Trust of Australia (NSW).

NOTE: *The above advice is provided to the extent that CN has been notified by the National Trust of Australia (NSW). For up-to-date details, contact the National Trust Ph 02 9258 0123.*

26. Australian Heritage Database.

The land IS NOT AFFECTED by a listing on the Australian Heritage Database.

NOTE: *The above advice is provided to the extent that CN has been notified by the Department of Climate Change, Energy, the Environment and Water. For up-to-date details, contact the Department of Climate Change, Energy, the Environment and Water – Environment, Water, Parks and Heritage, King Edward Terrace, Parkes ACT 2600. Ph (02) 6274 1111.*

27. Environment Protection & Biodiversity Conservation Act 1999 (Cth)

Under the (Commonwealth) *Environment Protection and Biodiversity Conservation Act 1999*, actions which have, may have or are likely to have, a significant impact on a matter of national environmental significance may be taken only with the approval of the Commonwealth Minister for the Environment.

Approval is also required for actions that have a significant effect on the environment of Commonwealth land. These actions may be on Commonwealth land or other land.

This approval is in addition to any approvals under the (NSW) *Environmental Planning and Assessment Act 1979* or other NSW legislation.

Matters of national environmental significance are:

- declared World Heritage areas
- declared Ramsar wetlands
- listed threatened species and ecological communities
- listed migratory species
- nuclear actions
- the environment of Commonwealth marine areas.

Locations within the City of Newcastle that are a declared Ramsar wetland include Kooragang Nature Reserve and Shortland Wetlands. Listed threatened species and listed migratory species are known to occur within the City of Newcastle.

28. Declared Aboriginal Place

The land is NOT, and is NOT part of, an Aboriginal Place declared by the Minister under the National Parks and Wildlife Act 1974.

29. Other matters

The land is affected by the following:

Live Music Strategy (2019) and Newcastle After Dark: Night-time Economy Strategy (2018-2022).

City of Newcastle's Live Music Strategy and Newcastle After Dark: Night Time Economy Strategy supports live music and the night-time economy which play a key role in accommodation, events, cultural and business uses in the City Centre and Town Centres. Future residents should be aware that these uses may generate noise, odour, traffic and have longer hours of operation, including after 5pm, which is part of living in/near a commercial centre. The Strategies promote the sharing of the City, including the mitigation of impacts of new residential development, live music or the night time economy on other land uses.

For more information see Live Music Strategy (2019) and Newcastle After Dark: Night-Time Economy Strategy (2018-2022) on Council's website <https://www.newcastle.nsw.gov.au> or phone 4974 2000.

Newcastle earthquake

Earthquakes occurred in the vicinity of Newcastle on 28th December 1989 and 6 August 1994. Buildings on the land may have suffered damage as a consequence of the earthquakes. Prospective purchasers are advised to make their own enquiries as to whether the property is affected by any damage.

Further consent requirements under the Newcastle Local Environmental Plan 2012.

The following provisions of the Newcastle Local Environmental Plan 2012 affect the carrying out of development on the land. These provisions are in addition to those required to be disclosed at Item 2 of this Certificate.

Refer to clause 3.1 Exempt Development of the Newcastle Local Environmental Plan 2012

Refer to clause 3.2 Complying Development of the Newcastle Local Environmental Plan 2012

Local Strategic Planning Statement

The Local Strategic Planning Statement (LSPS) was adopted by council on 26 May 2020 and replaces the Local Planning Strategy. The LSPS is taken into account when CN assesses development applications and amendments to the Newcastle Local Environmental Plan 2012.

Note: Refer to our website to view the document. www.newcastle.nsw.gov.au

Hunter Regional Plan 2041

The Hunter Regional Plan has been prepared by the then NSW Department of Planning and Environment. The contents of the strategy will be taken into account when CN assesses development applications and amendments to the Newcastle Local Environmental Plan 2012.

Note: Refer to the Department of Planning and Environment's website to view the document. www.planning.nsw.gov.au

Newcastle City-Wide Floodplain Risk Management Study and Plan (2012)

The Newcastle City-wide Floodplain Risk Management Study and Plan addresses flood management for the City of Newcastle. The Study and Plan will be taken into account when CN assesses development applications and amendments to the Newcastle Local Environmental Plan 2012.

Note: Refer to our website to view the document. www.newcastle.nsw.gov.au

Greater Newcastle Metropolitan Plan 2036

The Greater Newcastle Metropolitan Plan 2036 has been prepared by the Department of Planning and Environment. The Plan will be taken into account when CN assesses development applications and amendments to the Newcastle Local Environmental Plan 2012.

Issued without alterations or additions, 11/04/24
Authorised by

JEREMY BATH
CHIEF EXECUTIVE OFFICER

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:

Purchaser:

Property:

Dated:

REQUISITIONS		REPLIES (Column 1)	REPLIES (Column 2)
1	Any reply in column 1 should be altered when it is inappropriate or inaccurate in respect of the property or the land included in the transaction between our respective clients, by crossing out the printed reply in column 1 and by furnishing your reply in column 2.		
	Possession & Tenancies		
2	Vacant possession of the property must be given on completion unless the Contract provides otherwise.		
3	Is anyone in adverse possession of the property or any part of it?		
4(a)	What are the nature and provisions of any tenancy or occupancy?		
4(b)	If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.		
4(c)	Please specify any existing breaches.		
4(d)	All rent should be paid up to or beyond the date of completion.		
4(e)	Please provide details of any bond together with the Rental Bond Board's reference number.		
4(f)	If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.		
5	Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the <i>Landlord and Tenant (Amendment) Act 1948</i> .)		
6	If the tenancy is subject to the <i>Residential Tenancies Act 1987</i> : (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order? (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.		
	Title		
7	Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.		
8	On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.		
9	When and where may the title documents be inspected?		
10	Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred		

	unencumbered to the vendor prior to completion.		
	Adjustments		
11	All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.		
12	Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so: (a) to what year has a return been made? (b) what is the land value for land tax purposes for the current year?		
	Survey & Building		
13	Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.		
14	Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.		
15(a)	Have the provisions of the <i>Local Government Act</i> , the <i>Environmental Planning and Assessment Act</i> and their regulations been complied with?		
15(b)	Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?		
15(c)	Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.		
15(d)	Has the vendor a Final Occupation Certificate issued under the <i>Environmental Planning and Assessment Act</i> for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.		
15(e)	In respect of any residential building work carried out in the last 7 years: (i) please identify the building work carried out; (ii) when was the building work completed? (iii) please state the builder's name and licence number; (iv) please provide details of insurance under the <i>Home Building Act 1989</i> .		
16.	Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?		
17	If a swimming pool is included in the property: (a) when did construction of the swimming pool commence? (b) is the swimming pool surrounded by a barrier which complies with the requirements of the <i>Swimming Pools Act 1992</i> ? (c) if the swimming pool has been approved under the <i>Local Government Act 1993</i> , please provide details. (d) are there any outstanding notices or orders?		
18	(a) To whom do the boundary fences belong? (b) Are there any party walls? (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion. (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?		

	(e) Has the vendor received any notice, claim or proceedings under the <i>Dividing Fences Act 1991</i> or the <i>Encroachment of Buildings Act 1922</i> ?		
	Affectations		
19	Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?		
20	Is the vendor aware of: (a) any road, drain, sewer or storm water channel which intersects or runs through the land? (b) any dedication to or use by the public of any right of way or other easement over any part of the land? (c) any latent defects in the property?		
21	Has the vendor any notice or knowledge that the property is affected by the following: (a) any resumption or acquisition or proposed resumption or acquisition? (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion. (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser? (d) any sum due to any local or public authority? If so, it must be paid prior to completion. (e) any realignment or proposed realignment of any road adjoining the property? (f) any contamination?		
22(a)	Does the property have the benefit of water, sewerage, drainage, electricity, and telephone services?		
22(b)	If so: (i) do any of the connections for such services pass through any adjoining land? (ii) do any service connections for any other property pass through the property?		
23	Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?		
	Capacity		
24	If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.		
	Requisitions & Transfer		
25	If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.		
26	Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.		
27	The purchaser reserves the right to make further requisitions prior to completion.		
28	Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.		
	Certificate Authentication Code		
29	If the vendor has or is entitled to have possession of the title deed, the Certificate Authentication Code must be provided		

	seven (7) days prior to settlement.		
	Settlement Venue		
30	Where is settlement to take place?		

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 served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • 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 by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 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 *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

32 Residential off the plan contract

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

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