

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
<b>vendor's agent</b>	Meeks Real Estate 347 Main Road CARDIFF, NSW 2285	<b>phone:</b> 02 49547447 <b>email:</b> salesadmin@meeksrealestate.com.au

## co-agent

**vendor** Renee Michelle Cross, David Antony Cross  
60 Alkoo Crescent, MARYLAND, NSW 2287

<b>vendor's solicitor</b>	Gianacas Argiris McDonald 1st Floor 200 Union Street THE JUNCTION NSW 2291	<b>phone:</b> 02 4969 3366 <b>email:</b> brianna@gamlaw.com.au <b>ref:</b> 24841
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**date for completion** 42 days after the contract date (clause 15)  
**land (address, plan details and title reference)** 60 ALKOO CRES MARYLAND NSW 2287  
 Lot 8062 DEPOSITED PLAN 842686  
 Folio Identifier 8062/842686

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

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

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

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

**exclusions**  
**purchaser**

**purchaser's solicitor**

**price**  
**deposit** \_\_\_\_\_ (10% of the price, unless otherwise stated)  
**balance**

**contract date** \_\_\_\_\_ (if not stated, the date this contract was made)

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

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

**buyer's agent**

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

## SIGNING PAGE

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

**Choices**Vendor agrees to accept a **deposit-bond**☒ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)

PEXA

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

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

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

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

## List of Documents

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

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



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

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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.

60 ALKOO CRES MARYLAND NSW 2287

## **ADDITIONAL CLAUSES TO CONTRACT FOR SALE OF LAND**

**BETWEEN**

(as Vendor)

**AND**

(as Purchaser)

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### **33. AGENT DISCLOSURE**

- 33.1 The purchaser warrants that the purchaser was not introduced to the vendor or the property by a Real Estate Agent other than the Real Estate Agent, if any, disclosed on the front page of the Contract. The Purchaser agrees to indemnify the vendor against any claim for commission, including the Vendors costs of defending any such claim, which may be made by any Real Estate Agent who asserts that he introduced the Purchaser to the vendor or that the sale was otherwise brought about by his intervention.
- 33.2 This warranty and indemnity will not merge on completion;
- 33.3 The Vendor warrants that he has not entered into an exclusive agency agreement as at the date hereto with any agent other than that agent named on the front page of the Contract.

### **34. NOTICE TO COMPLETE**

If completion has not taken place by the completion date, either party may at any time thereafter give to the other party not less than fourteen (14) days' notice to complete this agreement and by such notice time shall thereupon become the essence of this agreement.

### **35. WORK ORDER**

- 35.1 Notwithstanding clause 11.1, if a work order (other than an upgrading or demolition order as defined in the Conveyancing (Sale of Land) Regulation 2017) ("the work order") issues after the date of this Contract and the Vendor does not, within seven (7) days of notification to the Vendor of the work order, give the Purchaser notice that the Vendor is willing to comply with the work order, then the Purchaser may rescind this Contract.
- 35.2 Either party who receives notification of the work order will within seven (7) days of such receipt forward a copy of the work order, or otherwise provide full particulars of the work order, to the other party.
- 35.3 If the Vendor gives notice to the Purchaser pursuant to this clause, the Vendor must fully comply with the work order prior to completion.
- 35.4 If the local Council refuses or fails within 28 days from the date of this Contract, to issue a Building Certificate upon application by the Purchaser made within 7 days from the date of this Contract, the Purchaser may rescind this Contract.

**36. DEPOSIT BOND**

In the event that the Vendor agrees to accept a Deposit Guarantee Bond then the following provisions shall apply:

- 36.1 In this contract the word "Bond" means the Deposit Guarantee Bond issued to the Vendor at the request of the Purchaser (the "Guarantor").
- 36.2 The delivery of the Bond no later than the time the deposit is required to be paid under this contract to the Vendor shall, to the extent of the amount guaranteed under the Bond, be deemed to be payment to the extent of the amount guaranteed under the Bond, be deemed to be payment of the deposit in accordance with this contract.
- 36.3 On Completion of the Contract, the purchaser shall pay to the vendor, in addition to all other money payable under this contract, the amount stipulated in the Bond by way of unendorsed bank cheque.
- 36.4 If the vendor serves on the purchaser a notice in writing claiming to forfeit the deposit, then, to the extent that the amount has not already been paid by the Guarantor under the Bond, the purchaser shall forthwith pay the deposit (or so much thereof as has not been paid) to the Vendor.
- 36.5 The vendor acknowledges that payment by the Guarantor under the Bond shall, to the extent of the amount paid, be in satisfaction of the purchaser's obligation to pay the deposit under the previous paragraph.

**37. PAYMENT OF LESS THAN 10% DEPOSIT**

If:

- (i) the purchaser defaults in the observance or performance of any obligation hereunder which is or the performance of which has become essential, and
- (ii) the purchaser has paid a deposit of less than ten per centum (10%) of the purchase price, and
- (iii) the vendor has terminated this contract,

then the vendor will be entitled to recover from the purchaser an amount equal to ten per centum (10%) of the purchase price less the deposit paid as liquidated damages and it is agreed that this right will be in addition to and will not limit any other remedies available to the vendor herein contained or implied notwithstanding any rule of Law or equity to the contrary. This Clause will not merge on termination of this contract.

**38. RELEASE OF DEPOSIT**

The purchasers agree and acknowledge that by their execution of this Contract, they irrevocably authorize the vendors agent to release to the vendors or the vendors representative such part of the deposit monies as they shall require between the date of the contract and the date of settlement.

**39. PURCHASER ACKNOWLEDGEMENTS**

The purchaser acknowledges that they are purchasing the property in its present condition and state of repair and will make no objection, requisition or claim for compensation concerning the state of repair or condition of the property.

**40. SMOKE ALARMS**

For the purpose of the Conveyancing (Sale of Land) Amendment (Smoke Alarms) Regulation 2006 the vendor discloses, as far as it is aware, the building situated on the land complies with Division 7A of Part 9 of the Environmental Planning and Assessment Regulation 2000.

**41. ABSTRACTS AND LIMITED TITLE**

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

**42. DEATH OR INCAPACITY**

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

**43. LATE COMPLETION**

43.1 Notwithstanding any other provision herein contained if completion is not effected on the completion date as provided in this Contract and such failure to complete is not due to the fault of the vendor, then the vendor is entitled to recover from the purchaser as liquidated damages payable on completion:

- (i) Interest on the balance of purchase monies at the rate of 10% per annum from the completion date to the actual date of completion, such interest calculated on a daily basis;
- (ii) The Purchaser is liable to pay \$275.00 (including GST) to cover legal costs and expenses associated with issuing a Notice to Complete as a consequence of the delay and the purchaser's failure to settle on the completion date;
- (iii) If this clause 43 is applied, then the adjustment date will be the completion date for the purposes of adjustment of rates and levies;



- (iv) if settlement of this matter is cancelled or delayed on the appointed day for completion due to the fault of the purchaser or their mortgagee, then the purchaser shall pay all fees incurred by the vendor or their mortgagee in relation to any rearrangement of settlement.

43.2 The purchaser acknowledges that the amount payable pursuant to this condition is a genuine pre-estimate of the vendor's loss as a result of the purchaser's default.

#### **44. INSOLVENCY OF PURCHASER - CORPORATION**

44.1 In the event that the purchaser is a company and in the event that the company fails, for any reason, to complete this purchase in accordance with, or is otherwise in breach of, any term or condition of this contract, the Director or Directors of that company and the persons in whose presence the common seal of the company purports to have been affixed, do hereby guarantee, jointly and severally, the due performance of the company in relation to its obligations pursuant to the terms and conditions of this contract in every respect as if he had personally entered into this contract.

44.2 In the event of the purchaser purporting to be a company, each of the persons in whose presence the common seal of the company purports to have affixed, warrants that the company has been incorporated and that the persons in whose presence the common seal purports to have been affixed, shall be personally liable under this contract both jointly and severally as if they had been named in this contract as purchaser.

#### **45. DIGITAL SIGNATURE**

45.1 For the purpose of interpreting this clause, 'Digital Signature' and 'Digitally Sign' have the meaning given to those terms in the Electronic Conveyancing National Law (NSW).

45.2 This clause 44 applies in addition to, and not in substitution for, any applicable provisions of this contract or any applicable law.

45.3 A party, or party's attorney, may Digitally Sign this contract using whatever software program the party or party's attorney (as the case may be) wishes to use for that purpose.

45.4 The parties agree that they will not make any objection or claim any right to terminate or rescind this contract, due to the manner of execution pursuant to this clause.

.....

.....

Vendor

Purchaser



FOLIO: 8062/842686

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SEARCH DATE	TIME	EDITION NO	DATE
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10/3/2025	4:13 PM	13	26/4/2022

LAND

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LOT 8062 IN DEPOSITED PLAN 842686

AT MARYLAND

LOCAL GOVERNMENT AREA NEWCASTLE

PARISH OF HEXHAM COUNTY OF NORTHUMBERLAND

TITLE DIAGRAM DP842686

FIRST SCHEDULE

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DAVID ANTONY CROSS

RENEE MICHELLE CROSS

AS JOINT TENANTS

(CN AK548365)

SECOND SCHEDULE (10 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP550614 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE DESCRIBED  
6092484 RELEASED IN SO FAR AS IT AFFECTS LOT 1805 IN  
DP1008330
- 3 DP807968 EASEMENT TO DRAIN WATER 2 WIDE APPURTENANT TO THE  
LAND ABOVE DESCRIBED
- 4 DP811356 EASEMENT TO DRAIN WATER 2 WIDE AND VARIABLE  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP842686 EASEMENT TO DRAIN WATER 2 WIDE AFFECTING THE PART(S)  
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP842686 EASEMENT TO DRAIN WATER 2 WIDE APPURTENANT TO THE  
LAND ABOVE DESCRIBED
- 7 DP842686 RESTRICTION(S) ON THE USE OF LAND
- 8 5754708 COVENANT
- 9 7158650 COVENANT
- 10 AS73512 MORTGAGE TO BANK OF QUEENSLAND LIMITED

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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

24841...

PRINTED ON 10/3/2025

her 18 days

Incil File No. ....



- DP

199. IT IS INTENDED TO CREATE :

- 1) EASEMENT TO DRAIN WATER 2' WIDE.
- 2) EASEMENT FOR MAINTENANCE ACCESS 0.9' WIDE.
- 3) RESTRICTIONS ON THE USE OF THE LAND.
- Δ) RESTRICTIONS ON THE USE OF THE LAND.

**PANEL FOR USE ONLY** for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

WHERE ANY LOT SHOWN HEREIN ABUTS A NATIONAL HIGHWAY OR ROAD, THE TITLE EXTENDS ONLY TO THE BOUNDARY OF THE ROAD OR STREAM, AND NOT TO THE MIDDLE LINE THEREOF.

PURSUANT TO SEC. 15(1) OF THE PUBLIC WORKS ACT 1972, AND SEC. 15(6) OF THE HOUSING ACT 1976, IT IS INTENDED TO PROCLAIM:

- 1) MARSHLAND DRIVE 22.7' X VAR. WIDE
- 2) TALLAH PLACE 16.7' WIDE
- 3) WILLIAM WAY 17, 10.5, 9.89, 3.5 & VAR. WIDE
- 4) ALCOO CRESCENT 17, 16.5, 15, 10.5 & VAR. WIDE
- 5) PRITHWY 5 WIDE
- 6) PRITHWY 3.51 WIDE
- 7) PRITHWY 3.00L WIDE.

AS PUBLIC HIGHWAY.


PURSUANT TO SEC. 66B, CONVEYANCING ACT

199. IT IS INTENDED TO CREATE :

- 1) EASEMENT TO DRAIN WATER 2' WIDE.
- 2) EASEMENT FOR MAINTENANCE ACCESS 0.9' WIDE.
- 3) RESTRICTIONS ON THE USE OF THE LAND.
- Δ) RESTRICTIONS ON THE USE OF THE LAND.

DP 872686

DP 872686

Registered  13-9-1994  
C.A. \_\_\_\_\_

Title System: **TORRENS**

Purpose: SUBDIVISION

Rel. Map: U5457-6<sup>#</sup>

Last Plan: DP 839872

PLAN OF SUBDIVISION OF  
LOT 4, D.P. 839872.

Lengths are in metres. Reduction Ratio 1:6000

**LGA: NEWCASTLE CITY**

Locality: MARYLAND

Parish: **HEXHAM**

This is sheet 1 of my plan in 2 sheets.  
(Delete if inapplicable).

(Delete if inapplicable)

1. ALLAN WILLIAM CAVANAGH  
o/ CASHMERE, MARLER & CAVANAGH P/L  
o/ 117 DUNDAS ST. WEST, TORONTO, ONT. M5G 1C1

date, and has been made in accordance with the Survey Practice Regulations, 1933 and any special requirements of the Department of Lands, and was completed on

15.11.1964.

*A. J. G. G. G.*

Sr. Surveyor, registered under Surveyor Act, 1928 as amended.

Datum Line of Survey: A-B-1

Latium Line or Azimuth.  $^{\circ}A^{\circ}-^{\circ}B^{\circ}$   
#insert date of survey.

Plans used in preparation of survey/compilation.  
D.P. 839872 D.P. 712648 D.P. 713055

D.P. 800581	D.P. 825433	D.P. 832197
D.P. 828555	D.P. 835514	D.P. 817438

PANEL FOR USE ONLY for statements of

intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive easements.

WHERE ANY LOT SHOWN HEREIN, ABUTS A NON-TIDAL STREAM OR ROAD, THE TITLE EXTENDS ONLY TO THE BOUNDARY OF THE COVEHARMS.

ROAD OR STREAM, AND NOT TO THE MIDDLE LINE THEREOF.

17. MARYLAND DRIVE 2L, 25 & VAR. WIDE

2). TALLAH PLACE 16 WIDE  
3). WILLAI WAY 15, 10-5, 9.89, 3.5 & VAR. WIDE  
4). ALKOO CRESCENT 17, 16-5, 15, 10-5 & VAR. WIDE

5). PATHWAY 5 WIDE  
6). PATHWAY 3.51 WIDE

7). PATHWAY 3,00L WIDE  
AS PUBLIC HIGHWAY.  
PURSUANT TO SEC.88B, CONVEYANCING ACT

1919, IT IS INTENDED TO CREATE:  
1). EASEMENT TO DRAIN WATER 2' WIDE.  
2). EASEMENT FOR MAINTENANCE ACCESS 0.9' WIDE

3). RESTRICTIONS ON THE USE OF THE LAND.  
A). RESTRICTIONS ON THE USE OF THE LAND.

1001



REFERENCE		
PERMANENT MARKS		
FROM	DISTANCE	TO
BEADING		
A 10° 50'00"	5.76 & 22.28	
B 280° 25'45"	3.45 & 9.24	
C 172° 13'20"	8.23 & 17.75	
D 321° 29'40"	3.91 & 12.46	
E 280° 25'45"	4.45 & 10.54	
F 280° 25'45"	4.73 & 10.84	
G 37° 25'10"	4.73 & 10.84	
H 172° 29'40"	4.73 & 10.84	
I 59° 15'30"	4.73 & 10.84	
J 280° 14'40"	6.05 & 14.23	
K 280° 14'40"	3.45 & 11.95	
L 310° 21'20"	3.45 & 11.95	
M 23° 21'20"	3.45 & 11.95	
N 280° 14'40"	3.45 & 11.95	
O 280° 14'40"	3.45 & 11.95	
P 189° 46'50"	3.45 & 11.95	
Q 280° 25'40"	3.45 & 11.95	
R 280° 25'40"	3.45 & 11.95	
S 280° 25'40"	3.45 & 11.95	
T 280° 25'40"	3.45 & 11.95	
U 280° 25'40"	3.45 & 11.95	
V 280° 25'40"	3.45 & 11.95	
W 280° 25'40"	3.45 & 11.95	
X 280° 25'40"	3.45 & 11.95	
Y 280° 25'40"	3.45 & 11.95	
Z 280° 25'40"	3.45 & 11.95	

CURVED BOUNDARIES		
LOT	CHORD	ARC RAD.
8001 (a)	148° 11' 50" - 16.07	16.1
8001 (b)	111° 58' 40" - 12.65	12.6
8002	95° 25' 20" - 17.05	17.1
8003	203° 15' 20" - 13.41	13.4
8004	192° 20' 15" - 15.67	15.7
8005	190° 38' 45" - 15.72	15.7
8006	194° 28' 10" - 15.84	15.8
8007	194° 07' 50" - 16	16
8008	203° 22' 40" - 15	15
8009	207° 22' 40" - 15	15
8010	219° 30' 40" - 19	19
8011	210° 48' 50" - 10.12	10.1
8012	110° 11' 55" - 26.84	27.0
8013	191° 28' 05" - 21.84	22.2
8014	196° 17' 20" - 5.02	5.0
8015	161° 13' 20" - 9.85	9.8

SPALLED CORNERS		
LOT	BEARING	DIST.
8002	145° 25' 45"	5.65
8003	145° 25' 45"	5.65
8004	145° 25' 45"	5.65
8005	145° 25' 45"	5.65
8006	145° 25' 45"	5.65
8007	145° 25' 45"	5.65
8008	145° 25' 45"	5.65
8009	145° 25' 45"	5.65
8010	145° 25' 45"	5.65
8011	145° 25' 45"	5.65
8012	145° 25' 45"	5.65
8013	145° 25' 45"	5.65
8014	145° 25' 45"	5.65
8015	145° 25' 45"	5.65
8016	145° 25' 45"	5.65
8017	145° 25' 45"	5.65
8018	145° 25' 45"	5.65
8019	145° 25' 45"	5.65
8020	145° 25' 45"	5.65
8021	145° 25' 45"	5.65
8022	145° 25' 45"	5.65
8023	145° 25' 45"	5.65

Reduction Ratio 1:1000

Supervisor's Reference T738/v

For use where scales is insufficient in any case on plan Form 2

Council Clerk

This is a true and correct copy of the plan as shown to me by the Registrar-General.

15th AUG 1994

DP 842686

Registered 13-9-1994

Office of the Registrar-General

13-9-1994

Plan Form 3--TO BE USED WHERE IT IS INTENDED TO DEDICATE PUBLIC ROADS OR PUBLIC RESERVES OR CREATE DRAINAGE RESERVES, EASEMENTS, OR RESTRICTIONS AS TO USER.

★ OFFICE USE ONLY.

D. P. 550614

SIGNATURES AND SEALS ONLY

Registered: 8-15-9-1971  
C.A. No. 4869 of 14-5-1971.

Title System: Torrens

Purpose, Subdivision:

Ref. Map: Parish \*

Last Plan F.P. 922168

PLAN OF  
SUBDIVISION OF LAND  
IN C.T. VOL. 1460 FOL. 237,  
being the land in F.P. 922168

Scale: 400 FT. to an inch

City: NEWCASTLE

Locality: MINMI

Parish: HEXHAM

County: NORTHUMBERLAND

This is Sheet 1 of my plan in Sheet

of my plan in Sheet

I, Philip Raymond Blackley

a surveyor registered under the Surveyors Act, 1923, as

in this plan. I hereby certify that the survey represented in

is accurate and has been made "(1) by me (2) under my

immediate supervision in accordance with the Survey

Act (No. 103) 1923, and was completed on 1

Signature: P. R. Blackley

Surveyor registered under the Surveyors Act, 1923, as

"Signed and dated (1) or (2), latest date of survey.

Panel for use only for statements of intention to dedicate

public reserves and easements, or restrictions as to user.

Pursuant to Section 88b of the

Conveyancing Act 1919-1964 it is

intended to create

1. Right of Carriageway 20ft. wide

2. Instrument filed as M431702

APPENDICES TO REFERENCE MAPS AND

DECLARATIONS IN REG. GEN. DEPT. VIDE

1971/1972 & 1973/1975

Council Clerk's Certificate.

I hereby certify that—

(a) the requirements of the Local Government Act, 1919

(b) the requirements of the Local Government Act, 1919

(c) the requirements of the Local Government Act, 1919

(d) the requirements of the Local Government Act, 1919

(e) the requirements of the Local Government Act, 1919

(f) the requirements of the Local Government Act, 1919

(g) the requirements of the Local Government Act, 1919

(h) the requirements of the Local Government Act, 1919

(i) the requirements of the Local Government Act, 1919

(j) the requirements of the Local Government Act, 1919

(k) the requirements of the Local Government Act, 1919

(l) the requirements of the Local Government Act, 1919

(m) the requirements of the Local Government Act, 1919

(n) the requirements of the Local Government Act, 1919

(o) the requirements of the Local Government Act, 1919

(p) the requirements of the Local Government Act, 1919

(q) the requirements of the Local Government Act, 1919

(r) the requirements of the Local Government Act, 1919

(s) the requirements of the Local Government Act, 1919



CONVERSION TABLE ADDED IN  
 REGISTRAR GENERAL'S DEPARTMENT

DP 550614

FEET	INCHES	METRES
1	-	0.305
1	6	0.455
1	8 3/4	0.525
6	3 3/4	1.925
7	3	2.21
17	2 3/4	5.25
20	-	6.095
20	7	6.275
22	6	6.66
33	-	10.06
114	1 3/4	34.70
114	6	34.9
135	6 3/4	41.32
138	9 1/2	42.305
144	1 3/4	43.935
379	6	115.67
476	8	145.29
476	8 1/8	145.29
506	9	154.46
510	10	155.7
526	2	160.3A
1146	6	349.45
2115	9 1/4	644.9
2116	6	645.1
2151	7 1/4	655.8
2159	5	658.2
2181	5	664.9
90000	-	27432

AC	RD	P	HA
6	2	11 1/2	2.66
6	3	19	2.78

SIGNED BY ME, RAY CHALMERS  
AS DELEGATE OF THE NEW SOUTH WALES  
LAND AND CONVEYANCE ACT, 1925  
HEREBY CERTIFY THAT I HAVE GIVEN  
NOTICE OF REVOCATION OF SUCH DELEGATION.

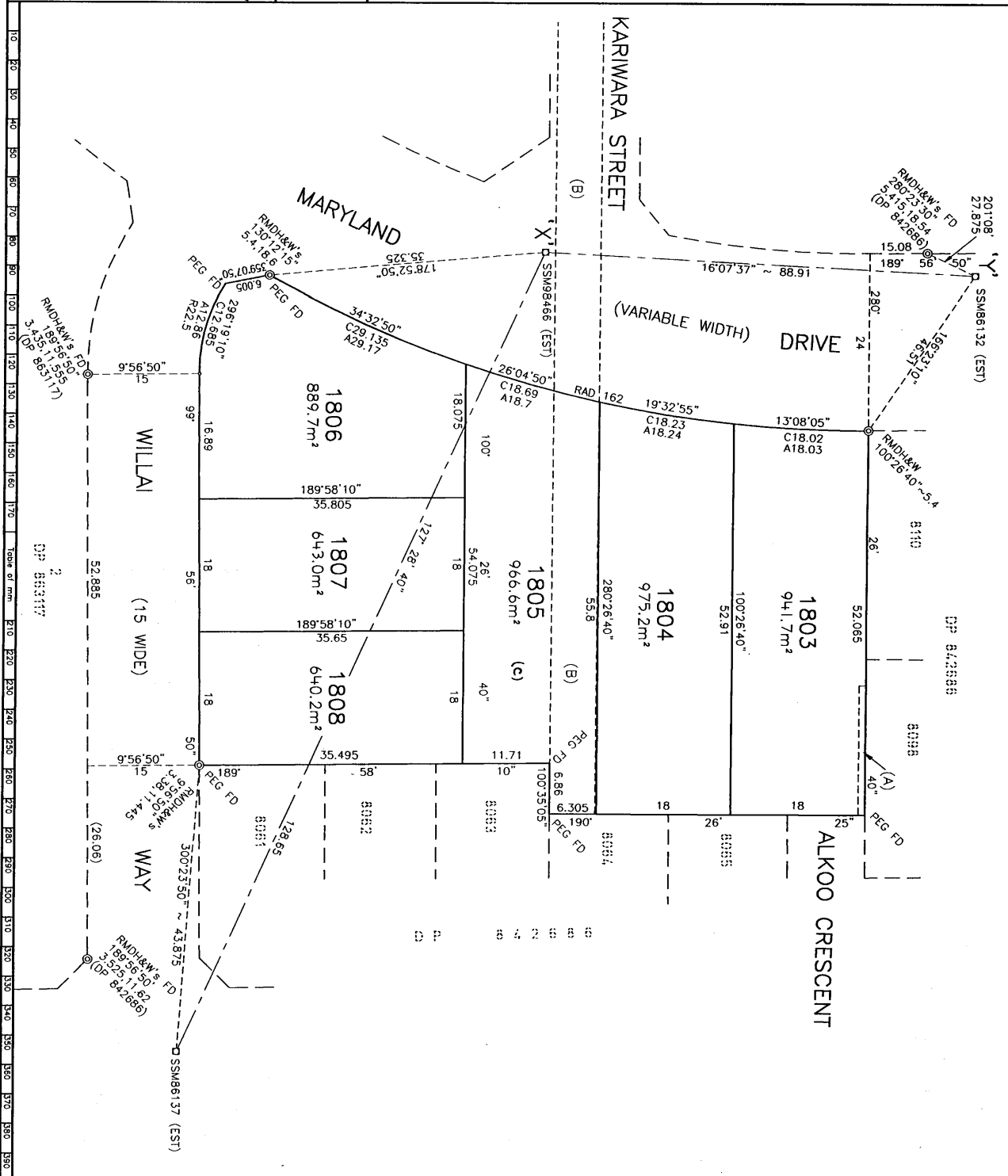
*R. A. Chalmers*

SURVEY PRACTICE REGULATION 1990: CLAUSE 32(2)

MARK	I.S.G. CO-ORDINATES	ZONE	ACC.
SSMB6132	1560915.965 11361216.017	56/1	2
SSMB6137	1560993.385 11361052.338	56/1	2
SSMB6468	1560891.268 11361130.603	56/1	2

COMBINED SEA LEVEL SCALE FACTOR = 0.9999999  
SOURCE: I.S.G. CO-ORDINATES ADOPTED FROM  
S.C.I.M.S. AS AT 15/06/1999

- (A) - EASEMENT FOR MAINTENANCE ACCESS  
0.9 WIDE (WIDE DP 863117)
- (B) - RIGHT OF CARRIAGEWAY 6.095 WIDE  
(WIDE M431702)
- (C) COVENANT & LAND EXCLUDES MINERALS & SUBSTRATA  
# IS SUBJECT TO RIGHTS TO MINE - BTH1633



DP1008330

Registered: 15.12.1999  
C.A.: SEE CERTIFICATE  
Title System: TORRENS

Purpose: SUBDIVISION  
Ref. Map: US4571-6#

Lost Plan: DP863117  
PLAN OF SUBDIVISION OF  
LOT 1 DP 863117

Lengths are in metres. Reduction Ratio 1: 400

L O A NEWCASTLE  
Locality: MARYLAND  
Parish: HEXHAM  
County: NORTHUMBERLAND

This is sheet 1 of my plan, in sheets.  
(Delete if inapplicable)

Survey Certificate  
Surveyor (Professional Regulation 1985)  
I, EVAN DAVID CARMAN  
of PO BOX 216 THE JUNCTION 2291  
hereby certify that the survey represented in this plan  
was made in accordance with the Surveyors Act, 1925  
on 15th JUNE 1999

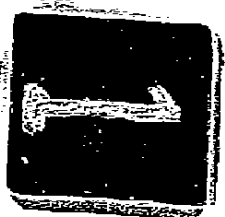
The survey relates to: LOTS 1803-1808

(Here specify the land actually surveyed, its parcel, lot and  
block number, and the area of the land surveyed, and the  
bearing and distance of the survey line, and the  
Zone Surveyor/Assessor (signature) for the survey  
under the Surveyors Act 1925)

Plans used in preparation of this plan:  
DP 863117  
DP 860691  
DP 842686

PANEL FOR USE ONLY for statements of intention  
to dedicate public roads, to create public reserves,  
or to create public easements or other public  
use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919-1964 AS  
AMENDED IT IS INTENDED  
TO CREATE:  
1. RESTRICTIONS ON THE USE OF LAND.



PLAN FORM 2

SIGNATURE AND SEALS ONLY.  
SIGNED BY ME, PAUL FARRILL, AS DELEGATE  
OF THE NEW SOUTH WALES LAND AND  
CONVEYANCE ACT, 1925, AND  
CERTIFY THAT I HAVE NO NOTICE OF  
REVOCATION OF SUCH DELEGATION.

*Paul Farrill*

RESERVE FOR HUNTER DISTRICT WATER BOARD PIPELINE 10.06 WIDE.

Plan Drawing only to appear in this space

OFFICE USE ONLY

DP 807968

Registered:

*1/8* 28.2.1991

C.A.:

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U5457-6 #

Last Plan: DP747617, DP808214

PLAN OF SUBDIVISION OF LOT 11  
DP 747617 AND LOT 1 DP 808214

Lengths are in metres. Reduction Ratio 1:5000

Municipality: NEWCASTLE

Locality: MARYLAND

Parish: HEXHAM

County: NORTHUMBERLAND

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

ALLAN WILLIAM GANANISH  
GIVEN BY ME, ALLAN WILLIAM GANANISH,  
A SURVEYOR (REGISTERED) UNDER THE SURVEYORS ACT, 1925, AS  
DIRECTED, HEREBY CERTIFY THAT THE SURVEY REPRESENTED IN THIS  
PLAN WAS CONDUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF  
THE SURVEYORS ACT, 1925, AND WAS COMPLETED ON

Signature: *ALLAN WILLIAM GANANISH*  
Date: 10/03/2025  
Datum: Line of Aspinall, X-Y  
Sheet date of survey.

Plans used in preparation of survey/compilation:  
DP 747617 DP 713055 DP 717648

PANEL FOR USE ONLY for statements of intention to  
dedicate public roads, to create public reserves, drainage  
reserves, easements, restrictions on the use of land or  
positive covenants.

WHERE ANY LOT SHOWN HEREIN, ABUTS A  
PUBLIC ROAD OR ROAD, THE TITLE  
SHALL BE SUBJECT TO THE TITLE  
EASEMENT FOR THE ROAD AND NOT TO THE  
MIDDLE LINE THEREOF.

PURSUANT TO SEC 81 OF THE PUBLIC  
WORKS ACT 1974, AND SEC 150 OF THE  
HOUSING ACT 1976, IT IS INTENDED TO DEDICATE:  
MARYLAND DRIVE, 25 WIDE  
CALAN AVENUE, 19 WIDE  
TILSON AVENUE, 15 WIDE  
BLUNGERA WAY, 15 WIDE  
KYNABA CRESCENT, 15 WIDE  
ANGELA CLOSE, 15 WIDE  
PATRICKY 3 WIDE  
AS PUBLIC HIGHWAY.

PURSUANT TO SEC 16(1) OF THE HOUSING  
ACT 1974, IT IS INTENDED TO CREATE  
LOTS 217 & 218 AS PUBLIC RESERVE.

PURSUANT TO SEC 99B OF THE  
CONVEYANCING ACT 1989, IT IS INTENDED  
TO CREATE:

1) EASEMENT TO DRAIN WATER 2 WIDE.  
2) EASEMENT FOR ELECTRICITY  
3) EASEMENT FOR ELECTRICITY  
SUBSTATION 3.5 WIDE.

4) RIGHT OF CARRIAGEWAY 7 WIDE.  
5) EASEMENT FOR SERVICES 1 WIDE.  
6) EASEMENT FOR SERVICES 1 WIDE.  
7) EASEMENT FOR SERVICES 1 WIDE.  
7) RESTRICTION AS TO USER.

SHORT BOUNDARIES

N°	BEARING	DIST.
1.	201° 21' 00"	8
2.	291° 21' 00"	23
3.	296° 01' 10"	55.815
4.	324° 07' 00"	14.195
5.	325° 15' 00"	98
6.	252° 15' 00"	10
7.	343° 15' 00"	30.8
8.	0° 14' 59"	19.685
9.	313° 19' 00"	33.365
10.	252° 15' 00"	18
11.	313° 15' 00"	32
12.	335° 39' 10"	15.135
13.	343° 15' 00"	38
14.	179° 15' 00"	20
15.	313° 15' 00"	37
16.	311° 59' 10"	17.56
17.	313° 15' 00"	33.155
18.	252° 15' 00"	9.87
19.	313° 14' 20"	22
20.	14° 20' 50"	35
21.	51° 27' 35"	37
22.	72° 54' 20"	5
23.	21° 21' 00"	15

**Council Clerk's Certificate**  
I hereby certify that:  
(i) the requirements of the Land Management Act, 1925, under then  
(ii) the requirements for the subdivision of plans, and  
\* (iii) the requirements of section 348 of the Metropolitan Water,  
Sewerage and Drainage Act, 1924, as amended, (Hume District  
Water, Sewerage and Drainage Act, 1938, as amended)  
have been complied with by the applicant in relation to the  
proposed "new road", "subdivision" or "consolidation" set out herein  
Subdivision No. ....  
Date: .....

**PLAN APPROVAL**  
Land District: .....

Authorised Officer: .....

Page No. ....

Field Book: .....

SURVEYOR'S REFERENCE: T739/F

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DIAGRAM  
NOT TO R.R.

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390 400

This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day, 1st March, 1991

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





**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

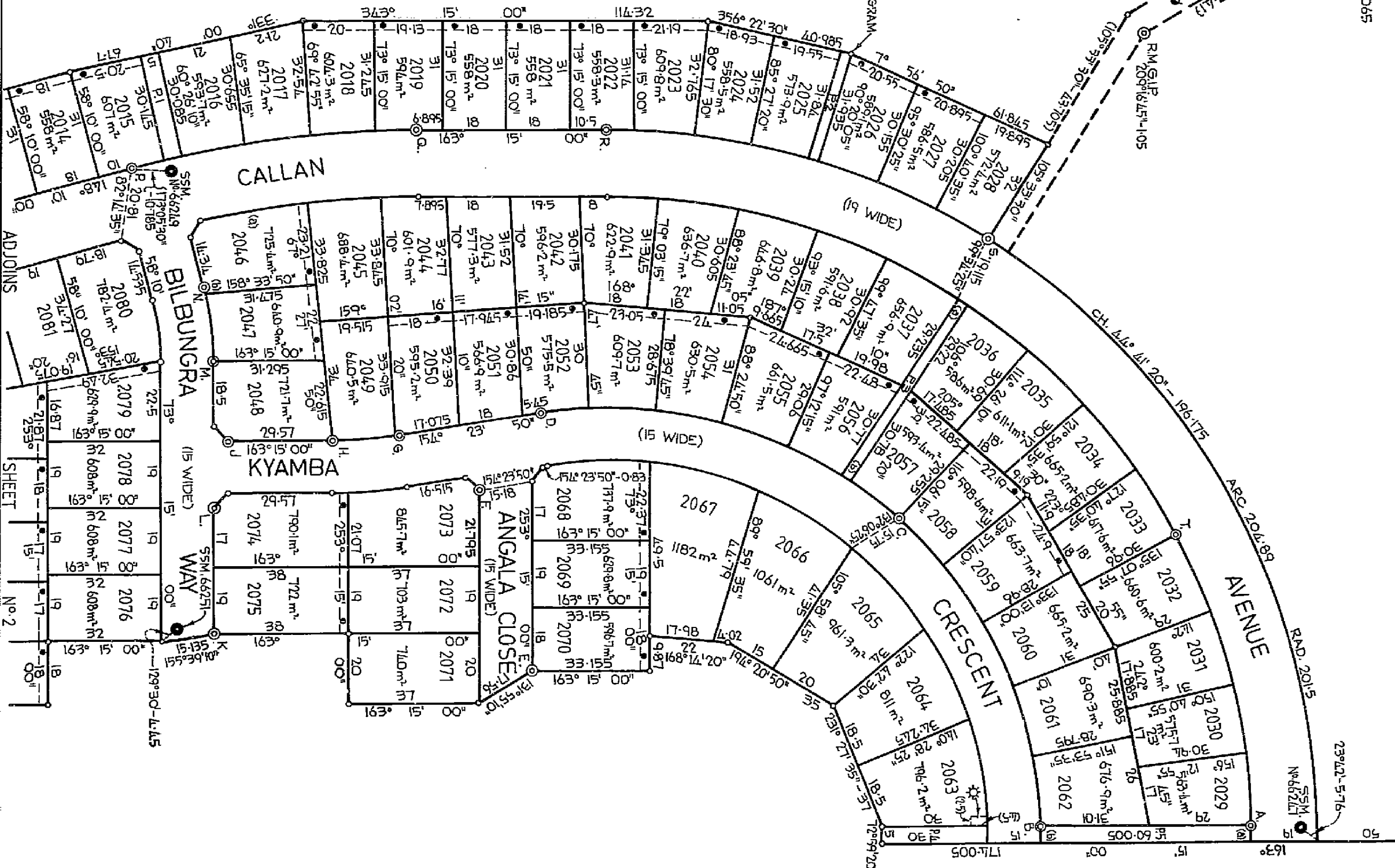
OFFICE USE ONLY

LOT	BEARING	DIST.
2046	102° 23' 50"	5.535
2048	208° 12' 45"	5.655
2068	113° 49' 25"	6.075
2073	23° 49' 25"	5.205
2074	118° 15' 00"	5.655
2080	13° 10' 00"	5.655

P1, P4 & P5 — PATHWAY 5 WIDE  
P2 & P3 — PATHWAY 3 WIDE



PERMANENT MARKS			
Nº	BEARING	DISTANCE	FROM
9	A.	163° 15' 00"	3.1 E. 116.615 D.H.E.W.
9	B.	3.635 6.111 855	D.H.E.W.
9	C.	3.12° 06' 25"	3.53 E. 12.06 D.H.E.W.
9	D.	3.11° 53' 50"	3.48 E. 11.81 D.H.E.W.
9	E.	3.11° 55' 15"	3.45 E. 11.835 D.H.E.W.
9	F.	15.0° 23' 50"	3.07 E. 11.865 D.H.E.W.
9	G.	21.14° 23' 50"	3.35 E. 11.575 D.H.E.W.
9	H.	25.5° 15' 00"	3.375 E. 11.575 D.H.E.W.
9	I.	25.3° 15' 00"	3.355 E. 11.645 D.H.E.W.
Nº	BEARING	DISTANCE	FROM
9	K.	0° 00' 00"	3.62 E. 12.045 D.H.E.W.
9	L.	7.9° 15' 00"	6.28 E. 11.825 D.H.E.W.
9	M.	54.3° 15' 00"	3.43 E. 11.65 D.H.E.W.
9	N.	37.28° 10' 00"	3.47 E. 11.665 D.H.E.W.
9	P.	25.5° 12' 55"	4.005 E. 11.725 D.H.E.W.
9	Q.	25.5° 12' 55"	4.115 E. 11.595 D.H.E.W.
9	R.	25.5° 15' 00"	4.395 E. 15.6 D.H.E.W.
9	S.	71.9° 34.25"	4.375 E. 15.38 D.H.E.W.
9	T.	13.9° 07' 55"	4.375 E. 11.635 D.H.E.W.



**Plan Drawing only to appear in this space**

Reduction Ratio 1:1000

SURVEYOR'S REFERENCE: 7738/E

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 1st March, 1991

DP 807968

Registered

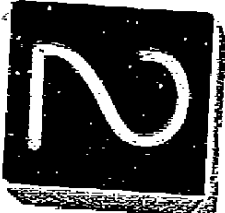
dated 14 TH. JAN. 1991.

Surveyor registered under Surveyors Act 1928

shoots covered by my Certificate No. \_\_\_\_\_ of \_\_\_\_\_

**Council Clerks**

form 2.

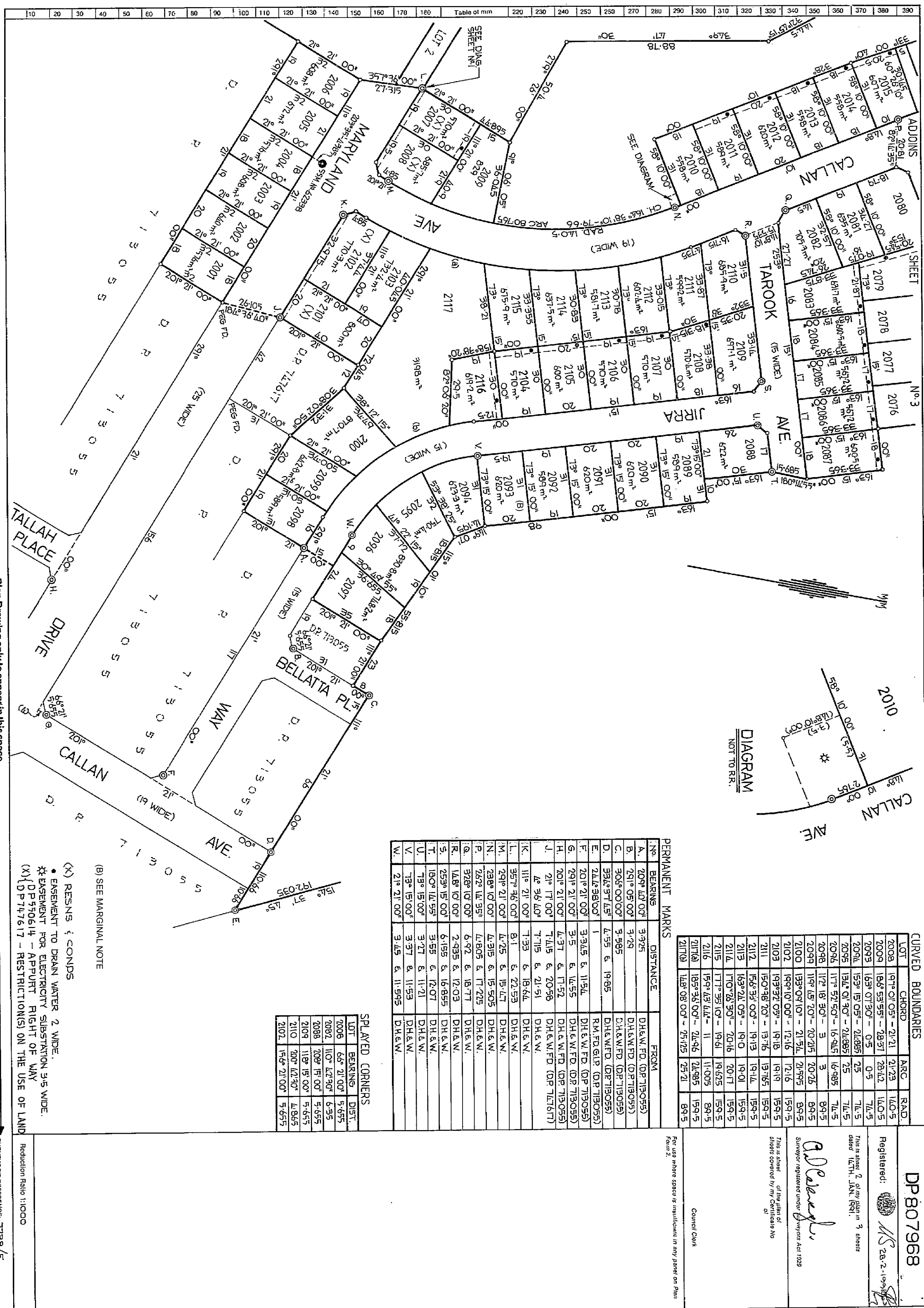


PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY



PERMANENT MARKS

No.	BEARING	DISTANCE	FROM
A.	209° 40' 00"	3.325	D.H.E.W. FD. (DP 713055)
B.	291° 05' 00"	3.429	D.H.E.W. FD. (DP 713055)
C.	308° 00' 00"	3.585	D.H.E.W. FD. (DP 713055)
D.	334° 37' 45"	4.55 & 19.65	D.H.E.W. FD. (DP 713055)
E.	216° 38' 00"	1	R.M. FD. (DP 713055)
F.	201° 21' 00"	3.345 & 11.54	D.H.E.W. FD. (DP 713055)
G.	291° 21' 00"	3.5 & 16.55	D.H.E.W. FD. (DP 713055)
H.	201° 21' 00"	4.37 & 11.52	D.H.E.W. FD. (DP 713055)
I.	21° 17' 00"	7.415 & 20.58	D.H.E.W. FD. (DP 713055)
J.	47° 36' 40"	7.115 & 21.51	D.H.E.W. FD. (DP 713055)
K.	111° 21' 00"	1.33 & 18.64	D.H.E.W. FD. (DP 713055)
L.	357° 36' 00"	8.1 & 22.53	D.H.E.W. FD. (DP 713055)
M.	291° 21' 00"	4.25 & 15.47	D.H.E.W. FD. (DP 713055)
N.	238° 10' 00"	4.315 & 15.505	D.H.E.W. FD. (DP 713055)
O.	262° 14' 35"	4.805 & 17.225	D.H.E.W. FD. (DP 713055)
P.	328° 10' 00"	6.92 & 18.77	D.H.E.W. FD. (DP 713055)
Q.	148° 10' 00"	2.935 & 12.03	D.H.E.W. FD. (DP 713055)
R.	148° 10' 00"	6.155 & 16.855	D.H.E.W. FD. (DP 713055)
S.	253° 15' 00"	3.55 & 12.07	D.H.E.W. FD. (DP 713055)
T.	160° 14' 55"	3.27 & 11.21	D.H.E.W. FD. (DP 713055)
U.	73° 15' 00"	3.37 & 11.53	D.H.E.W. FD. (DP 713055)
V.	73° 15' 00"	3.37 & 11.53	D.H.E.W. FD. (DP 713055)
W.	21° 21' 00"	3.45 & 11.595	D.H.E.W. FD. (DP 713055)

SPLAYED CORNERS

LOT	BEARING	DIST.
2006	66° 21' 00"	5.655
2008	110° 42' 30"	6.55
2008	209° 15' 00"	5.655
2009	118° 15' 00"	5.655
210	200° 42' 30"	4.865
2102	156° 21' 00"	5.655

DP 807968

Registered: 15/03/2024

This is sheet 2 of my plan in 3 sheets dated 14/11/2024.

Surveyor registered under the Survey Act 1920

This is a final plan of the land of the State of New South Wales

For use where space is insufficient in any part on Plan Form 2

Council Code

(B) POTENTIAL BOUNDARY DISCREPANCY WITHIN LOT 2093. SEE 2024-906 31/10/2024

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 1st March, 1991



10	20	30	40	50	60	70	80	90	100	110	120	130	140
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Plan Drawing only to appear in this space

- (X) RESNS & CONDS
- EASEMENT TO DRAIN WATER 2 WIDE.
- EASEMENT FOR ELECTRICITY SUBSTATION 3.5 WIDE.
- {DP570614 - APPOINT RIGHT OF WAY
- {DP747617 - RESTRICTIONS ON THE USE OF LAND

Reduction Ratio 1:1000

SURVEYOR'S REFERENCE: T738/F





Licence: 026CN/0536/96

New South Wales  
Real Property Act 1901

6092484C



Instructions for filling out this form are  
available from the Land Titles Office

(A) **STAMP DUTY**  
If applicable.

Office of State Revenue use only

(B) **TITLE**  
Show no more  
than 20 titles.

Servient Tenement  
Identifier ~~1863117~~  
Not 1805 / 1008330

Dominant Tenements  
See Annexure

(C) **REGISTERED  
DEALING**  
If applicable.

M431702

(D) **LODGED BY**

LTO Box	Name, Address or DX and Telephone	Dealing Code
30P	L J. KANE REFERENCE (15 character maximum): KMM Landcom	

(E) **APPLICANT**

NEW SOUTH WALES LAND AND HOUSING CORPORATION  
of Level 4, Suite G, 251 Wharf Road Newcastle

**REQUEST PURSUANT TO s32(6) REAL PROPERTY ACT**

(F) **REQUEST**

The Applicant requests the Registrar General to remove the notification of  
Right of Carriageway 6.095 wide created by DP550614 (Instrument M431702)  
from the dominant and servient tenements as they no longer affect the  
properties for the reasons set out in the Statutory Declaration of

PETER KLAGES

PETER KLAGES.....  
LANDCOM

lodged herewith.

Servient tenement 1805/1008330 fr.

(G)

STANDARD EXECUTION

Certified correct for the purposes of the Real Property Act 1900. DATE 13 AUGUST 1999

Signed in my presence by the Applicant who is personally known to me.

B. J. Fitzgerald J.P.  
Signature of Witness

BRIAN J. FITZGERALD  
Name of Witness (BLOCK LETTERS)

14/4, 251 WHARF RD NEWCASTLE  
Address of Witness

Signed by Peter Klages as Delegate  
of New South Wales Land and Housing  
Corporation, and I hereby certify I  
have no notice of the revocation of  
such delegation

Peter Klages  
Signature of Applicant

PETER KLAGES  
LANDCOM

EXECUTION INCLUDING STATUTORY DECLARATION

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify  
this Application correct for the purposes of the Real Property Act 1900. Made and subscribed at .....  
in the State of ..... on ..... 19 ..... in the presence of

.....  
Signature of Witness

.....  
Name of Witness (BLOCK LETTERS)

.....  
Address and Qualification of Witness

.....  
Signature of Applicant

## STATUTORY DECLARATION

I PETER KLAGES of *251 Wharf Road Newcastle*  
as Delegate of the New South Wales Land and Housing Corporation (and I hereby  
certify I have no notice of the revocation of such delegation) do hereby solemnly and  
sincerely declare:

1. DP550614 and Instrument M431702 (copies attached) were registered on 15.7.1971 creating two (2) lots, namely Lots 91 & 92, and a Right of Carriageway - Lot burdened being Lot 91, Lot benefited being Lot 92.

2. The following is the subsequent history of Lot 91 DP550614 (in this paragraph called "the original Lot 91") from registration of DP550614 to the present time:

- 2.1 DP828555 (copy attached) was registered on 24.2.1993, by which Lot 91 was subdivided.

The original Lot 91 now comprises Lots 1 & 2 DP828555.

- 2.2 DP850794 (copy attached) was registered on 10.7.95, by which Lot 2 DP828555 (and other land) was subdivided.

The original Lot 91 now comprises Lot 1 DP828555 and part of Lots 10 & 11 DP850794.

- 2.3 DP863117 (copy attached) was registered on 6.10.1996, by which Lot 11 DP850794 (and other land) was subdivided.

The original Lot 91 is currently contained in Lot 1 DP828555, Lot 6 DP863117 and part of Lots 1 & 5 DP863117 & parts of Garawon Place, Kariwara Street & Maryland Drive. These Lots and roads are currently burdened by the Right of Carriageway 6.095 wide (vide M431702).

This is the most recent plan subdividing the former Lot 91 DP550614.

3. The following is the subsequent history of Lot 92 DP550614 (in this paragraph called "the original Lot 92") from registration of DP550614 to the present time:

- 3.1 DP706699 (copy attached) was registered on 2.10.1984, by which Lot 92



DP550614 (and other land) was subdivided.

The original Lot 92 DP550614 now comprised Lots 2 & 3 DP706699.

- 3.2 DP712648 (copy attached) was registered on 15.4.1989, by which Lots 2 & 3 DP706699 (and other land) were subdivided.

The original Lot 92 now formed part of Lots 4030-4033 DP712648.

- 3.3 DP713055 (copy attached) was registered on 28.6.1985, by which Lots 4030 & 4033 DP 712648 were subdivided to create Lots 1001 - 1093.

The original Lot 92 now formed all/part of Lots 4031 & 4032 DP712648 and Lots 1015 - 1032 and Lots 1040 - 1048 DP713055 and Maryland Drive.

- 3.4 DP734996 (copy attached) was registered on 18.7.1986, by which Lot 4032 DP 712648 was subdivided.

The original Lot 92 now formed all/part of Lots 1015 - 1032, 1040 - 1048 DP713055 and Lot 321 DP734996 and Maryland Drive.

- 3.5 DP747617 (copy attached) was registered on 20.8.1987, by which Lot 4031 DP712648 and Lot 321 DP734996 (and other land) were subdivided.

The original Lot 92 now formed all/part of Lots 1015 - 1032, 1040 - 1048 DP713055 and Lt 11 DP747617 and Maryland Drive.

- 3.6 DP807968 (copy attached) was registered on 28.2.1991, by which Lot 11 DP747617 and Lot 1 DP808214 were subdivided.

The original Lot 92 now formed all/part of Lots 1015 - 1032, 1040-1048 DP713055, Lots 2001 - 2006 & Lot 2119 DP807968 and Maryland Drive.

- 3.7 DP811356 (copy attached) was registered on 6.8.1991, by which Lot 2119 DP807968 and Lot 11 DP713872 were subdivided.

The original Lot 92 now formed all/part of Lots 1015 - 1032, 1040 - 1048 DP713055, Lots 2001 - 2006 & Lot 3090 DP811356 and Maryland Drive.



- 3.8 DP816415 (copy attached) was registered on 11.5.1992, by which Lot 3090 DP811356 and Lot 1092 DP713055 were subdivided.

The original Lot 92 now formed all/part of Lots 1015 - 1032, 1040 - 1048 DP713055, Lots 2001 - 2006 & Lot 5087 DP816415 and Maryland Drive.

- 3.9 DP817438 (copy attached) was registered on 29.6.1992, by which Lot 5087 DP816415 and Lot 20 DP816849 were subdivided.

The original Lot 92 now formed all/part of Lots 1015 - 1032, 1040 - 1048 DP713055, Lots 2001 - 2006 DP807968 and Lot 6012 DP817438 and Maryland Drive.

- 3.10 DP835514 (copy attached) was registered on 15.2.1994, by which Lot 6012 DP817438, Lot 211 DP832198 and Lot 5086 DP816415 were subdivided.

The original Lot 92 now formed all/part of Lots 1015 - 1032, 1040 - 1048 DP713055, Lots 2001 - 2006 DP807968 and Lot 9082 DP835514 and Maryland Drive.

- 3.11 DP839872 (copy attached) was registered on 25.7.1994, by which Lots 9081 - 9083 (and other land).

The original Lot 92 formed all/part of Lots 1015 - 1032, 1040 - 1048 DP713055, Lots 2001 - 2006 DP807968 & Lot 4 DP 839872 and Maryland Drive.

- 3.12 DP842686 (copy attached) was registered on 13.9.1994, by which Lot 4 DP839872 was subdivided.

The original Lot 92 formed all/part of Lots 1015 - 1032, 1040 - 1048 DP713055, Lots 2001 - 2006 DP807968 and Lots 8021 - 8025, 8028 - 8034, 8064 - 8066, 8081 - 8088 & 8097 DP 842686 and Tallah Place, Willai Way & Maryland Drive.

- 3.13 DP880709 (copy attached) was registered on 20-11-98, by which Lots 8025 - 8027, 8030 - 8032, & 8034 - 8036 DP842686 were subdivided.

The original Lot 92 DP880614 is currently contained in all/part of Lots 1015 - 1032 & 1040 - 1048 DP713055, Lots 2001 - 2006 DP807968 and

*[Handwritten signature]*  
*B. J. Fitzgerald S.P.*

Lots 8021 - 8024, 8028 - 8029, 8033, 8064 - 8066, 8081 - 8088 & 8097 DP842686, Lots 2, 4, 5 & 6 DP880709 and Tallah Place, Willai Way & Maryland Drive. These lots and roads are currently benefited by the Right of Carriageway 6.095 wide (vide M431702).

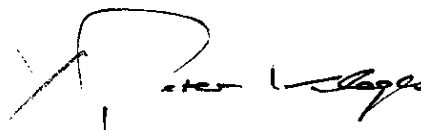
This is the most recent plan subdividing the former Lot 92 DP550614.

4. The attached list comprises:

- 4.1 a list of all current Title references to the dominant tenements benefited by the Right of Carriageway 6.095 wide referred to;
- 4.2 a list of the names and addresses of all the current owners of the land benefited by the Right of Carriageway 6.095 wide referred to.

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

SUBSCRIBED AND DECLARED at  
Newcastle this 12<sup>th</sup> )  
day of August 1999 )  
Before me:- )



PETER KLAGES  
LANDCOM



~~A SOLICITOR~~ A JUSTICE OF THE PEACE

**REQUEST 6092484**

**REFERENCES TO TITLE OF DOMINANT TENEMENTS**

8002-8024/842686

8028-8029/842686

8033/842686

8037-8063/842686

8065-8094/842686

8096-8123/842686

81-82/847953

1-6/880709

1-2/847636

1001-1016/850381

1023-1027/850381

1033-1037/850381

1047-1068/850381

1072-1095/850381

1102//850381

1109-1110/850381

1-39/860691

1-3/880710

7001-7003/850382

7006/850382

7008-7016/850382

7035-7036/850382

CP/SP63093

1014-1027/713055

1041-1048/713055

120/813448

2001-2002/807968

2004-2068/807968

2070-2073/807968  
2075-2100/807968  
2104-2115/807968  
2117/807968

CP/SP40385

CP/SP42526

CP/SP40965

1-2/826810

1/839872  
3/839872

6002-6004/817438  
6006/817438

CP/SP60606

1-2/841329

2999-3005/811356  
3016-3034/811356  
3036-3047/811356  
3049-3051/811356  
3053-3054/811356  
3056-3057/811356  
3059-3066/811356  
3068-3076/811356  
3078/811356  
3080-3082/811356  
3084-3089/811356

CP/SP44642

481-482/841774

1-2/865882

1/853876

1-2/856042

CP/SP45384

1-2/874635

CP/SP45026

CP/SP50038

4037-4048/817991

4050-4057/817991

4059-4070/817991

CP/SP43738

1/831771

1-2/834140

9002-9012/835514

9015-9022/835514

9024-9064/835514

9066-9069/835514

9071-9080/835514

911-912/847109

131-132/845137

1-2/846180

231-232/843790

CP/SP52711

71-72/848636

M 431702

M1080

*R. Mogan*

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

Sheet 1 of 1 sheets.

PART 1.

Plan: **DP550614**

Subdivision covered by Council  
Clerk's Certificate No. 4869  
of 1971.

Full name and address  
of proprietor of the  
land.

Mr. William Anthony Peters  
Flat 51, 95 West Esplanade,  
Manly.

and

Mr. Henry Thomas Peters,  
Minmi Road,  
Wallisend.

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

Right of carriageway 20' wide.

Schedule of lots, etc. affected

Lots burdened

91

Lots, name of road, or Authority  
benefited.

92

PART 2.

Terms of right of carriageway referred to in above mentioned plan.

Full right and liberty to pass or pass with or without horses,  
cattle or other animals, carts, wagons, carriages, motor cars  
and other vehicles of any description laden or unladen for all  
purposes whatsoever connected with the enjoyment of the said lot.

Name of person empowered to release, vary, or modify restriction  
referred to in the above-mentioned plan.

Mr. William Anthony Peters and  
Mr. Henry Thomas Peters.

SIGNED SEALED AND DELIVERED  
by the said WILLIAM ANTHONY  
PETERS in the presence of:

*[Signature]*

*[Signature]*  
.....

SIGNED SEALED AND DELIVERED  
by the said HENRY THOMAS  
PETERS in the presence of:

*[Signature]*

*[Signature]*  
.....

M 431702

DP550614

Thomas Kenyon A Son

Instrument pursuant to Regulation 52D Conveyancing  
Act Regulations, 1961, setting out the terms of  
easements or restrictions as to user created by  
registration of the within-mentioned Deposited Plan.



15-9-1971

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON  
THE USE OF LAND & POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.**

**Lengths are in metres**

**(Sheet 1 of 3 Sheet)**

**DP1008330**

**SUBDIVISION OF LOT 1  
DP 863117**

**Full name and address  
of proprietor of the  
land:**

**NEW SOUTH WALES LAND AND  
HOUSING CORPORATION  
1 FITZWILLIAM STREET,  
PARAMATTA, N.S.W. 2150**

**PART 1**

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

**Restrictions on the Use Of Land**

**Schedule of lots affected.**

**Lots Burdened**

**Each lot**

**Lots Benefited**

**Every other lot**



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON  
THE USE OF LAND & POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.**

**Lengths are in metres**

**(Sheet 2 of 3 Sheet)**

**DP1008330**

**SUBDIVISION OF LOT 1  
DP 863117**

**PART 2**

**1. TERMS OF RESTRICTIONS ON THE USE OF LAND FIFTHLY REFERRED TO  
IN ABOVEMENTIONED PLAN.**

- a) The minimum floor area of any main building (excluding patios, verandahs and vehicle accommodation) erected upon or allowed to remain erected upon any lot burdened shall have a floor area of not less than one hundred and five (105) square metres.
- b) No garage shall be erected or be permitted to remain erected on any lot burdened unless each such garage shall be constructed under the same roof as the main building erected upon such lot burdened, or where separate from the main building such garage is constructed in the same materials, colour and roof pitch as the main building.
- c) No main building having less than two paved or sealed carspace one of which being in the form of a fully enclosed garage shall be permitted to be erected or permitted to remain erected upon any lot burdened.
- d) No driveway shall be constructed on any lot burdened unless the final surface of which is finished with materials other than asphalt or gravel.
- e) No building or structure shall be erected or be permitted to remain erected upon any lot burdened having external walls other than of new materials and any such building shall not be prefabricated or of a temporary nature or of a kit type construction or which has been transported to or reassembled on such lot.
- f) No rear or side fence erected upon any lot burdened shall be less than one point eight (1.8) metres high except that any such side fence erected upon any lot burdened between the closest point of the road alignment to the front of any building erected upon any lot burdened closest to the road alignment and the height of such side fence shall not exceed naught point nine (0.9) metres at the street alignment.
- g) No fence erected upon or within five metres (5.0m) of the road alignment of any lot burdened shall be more than zero point nine (0.9m) metres high except in the event of the lot having a frontage to more than one street, then the registered proprietor of such lot may erect a fence up to one point eight metres (1.8m) high along one only of the street boundaries but no closer than five metres (5.0m) to the other street alignment.

**This is Sheet 2 of a 3 Sheet Instrument.....**

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED OR RELEASED, AND OF PROFITS A PRENDRE, RESTRICTIONS ON  
THE USE OF LAND & POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.**

**Lengths are in metres**


(Sheet 3 of 3 Sheet)

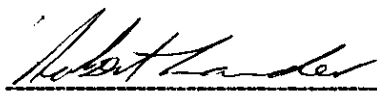
**DP1008330**

**SUBDIVISION OF LOT 1  
DP 863117**

- h) No fence shall be erected on each lot burdened to divide it from any adjoining land by the New South Wales and Housing Corporation without the consent of the New South Wales Land and Housing Corporation or its successors other than purchasers on sale but consent shall not be withheld if such fencing is erected without expense to the New South Wales and Housing Corporation or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the first time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executer and administrators and assigns only during the ownership of the said adjoining lands by the New South Wales and Housing Corporation or its successors other than purchasers on sale.

SIGNED by me RAYMOND LESLIE CHALMERS as  
DELEGATE of the N.S.W. LAND AND  
HOUSING CORPORATION AND I  
Hereby declare I have no notice of such  
Revocation of such notice, in the presence of

)  
)  
)   
)  
) N.S.W. LAND AND HOUSING  
CORPORATION  
By its delegate:-

  
WITNESS

This is Sheet 3 of a 3 Sheet Instrument.....

REGISTERED  15.12.1999

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

PLAN DP 807968

PART ONE (Sheet 1 of 7 Sheets)

FULL NAME AND ADDRESS OF  
 PROPRIETOR OF LAND

SUBDIVISION OF LOT 11  
 D.P. 747617 AND LOT 1  
 D.P. 808214  
 N.S.W. LAND & HOUSING CORPORATION  
 23 MOORE STREET  
 LIVERPOOL, N S W 2170

1. IDENTITY OF EASEMENT FIRSTLY  
 REFERRED TO IN ABOVE-MENTIONED  
 PLAN

Easement to drain water 2 wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

LOTS, ROAD OR AUTHORITY BENEFITED

2007	2008
2010	2010
2011	2011
2012	2012
2013	2012 2011 2010
2014	2013 2012 2011 2010
2015	2014 2013 2012 2011 2010
2116	JIRRA WAY
2108	2109
2107	2108 2109
2106	2107 2108 2109
2105	2106 2107 2108 2109
2104	2105 2106 2107 2108 2109
2116	2104 2105 2106 2107 2108 2109
2087	2119
2086	2087 2119
2085	2086 2087 2119
2084	2085 2086 2087 2119
2083	2084 2085 2086 2087 2119
2079	2083 2084 2085 2086 2087 2119
2075	2119
2074	2075 2119
2047	2048
2046	2047 2048
2070	2119
2069	2070 2119
2068	2069 2070 2119
2059	2060
2058	2059 2060
2057	2058 2059 2060
2050	2049
2051	2050 2049
2052	2051 2050 2049
2053	2052 2051 2050 2049
2054	2053 2052 2051 2050 2049

REGISTERED

NS 28-2-1991

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

PLAN DP 807968

(Sheet 2 of 7 Sheets)

FULL NAME AND ADDRESS OF  
 PROPRIETOR OF LAND

SUBDIVISION OF LOT 11  
 D.P. 747617 AND LOT 1  
 D.P. 808214  
 N.S.W. LAND & HOUSING CORPORATION  
 23 - 31 MOORE STREET,  
 LIVERPOOL, N S W 2170

LOTS BURDENED(cont.)

LOTS, ROAD OR AUTHORITY BENEFITED(cont.)

2055	2054 2053 2052 2051 2050 2049
2056	2055 2054 2053 2052 2051 2050 2049
2018	2017
2019	2018 2017
2020	2019 2018 2017
2021	2020 2019 2018 2017
2022	2021 2020 2019 2018 2017
2023	2022 2021 2020 2019 2018 2017
2024	2023 2022 2021 2020 2019 2018 2017
2025	2024 2023 2022 2021 2020 2019 2018 2017
2027	2028
2026	2027 2028

2. IDENTITY OF EASEMENT SECONDLY  
 REFERRED TO IN ABOVE-MENTIONED  
 PLAN

Easement for Electricity  
 Substation 2.5 wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

AUTHORITY BENEFITED

3. IDENTITY OF EASEMENT THIRDLY  
 REFERRED TO IN ABOVE-MENTIONED  
 PLAN

The Shortland County Council  
 Easement for Electricity  
 Substation 3.5 wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

AUTHORITY BENEFITED

4. IDENTITY OF EASEMENT FOURTHLY  
 REFERRED TO IN ABOVE-MENTIONED  
 PLAN

The Shortland County Council  
 Right of Carriageway 7 wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

AUTHORITY BENEFITED

2118 Hunter Water Board

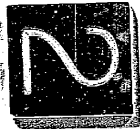
REGISTERED

NS 28-2-1991

This negative is a photograph made as a permanent  
 record of a document in the custody of the  
 Registrar General this day, 1st March, 1991



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

(Sheet 3 of 7 Sheets)

PLAN DP 807968

SUBDIVISION OF LOT 11  
D.P. 747617 AND LOT 1  
D.P. 808214

FULL NAME AND ADDRESS OF  
PROPRIETOR OF LAND  
N.S.W. LAND & HOUSING CORPORATION  
23 - 31 MOORE STREET,  
LIVERPOOL, N S W 2170

PART ONE

5. IDENTITY OF EASEMENT FIFTHLY  
REFERRED TO IN ABOVEMENTIONED  
PLAN  
Easement for Services 7 wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

2118

Hunter Water Board

6. IDENTITY OF EASEMENT SIXTHLY  
REFERRED TO IN ABOVEMENTIONED  
PLAN  
Basement for Waste Water  
Pumping Station

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

2118

AUTHORITY BENEFITED  
Hunter Water Board

7. IDENTITY OF RESTRICTION  
SEVENTHLY REFERRED TO IN  
ABOVEMENTIONED PLAN  
Restrictions as to User

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

2001 TO 2116 Inclusive

PART TWO

2. TERMS OF EASEMENT FOR ELECTRICITY SUBSTATION 2.5 WIDE SECONDLY REFERRED  
TO IN ABOVEMENTIONED PLAN

Reserving to and in favour of The Shortland County Council for the  
purpose of enabling the supply of electricity full right and liberty:-

a) To install and maintain a padmount substation and to lay and maintain  
cables and connections on or beneath the surface of that part of the  
land delineated in the plan and therein referred to as "easement for  
electricity substation".

b) For the purpose aforesaid for the said Shortland County Council and or  
by its authorised servants from time to time and at all reasonable  
times to enter into and upon the said land and to pass and re-pass over  
the same for all purposes whatsoever connected with the rights created  
by Paragraph (a) hereof

REGISTERED MS 28-2-1991



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

(Sheet 4 of 7 Sheets)

PLAN DP 807968

SUBDIVISION OF LOT 11  
D.P. 747617 AND LOT 1  
D.P. 808214

FULL NAME AND ADDRESS OF  
PROPRIETOR OF LAND  
N.S.W. LAND & HOUSING CORPORATION  
23 - 31 MOORE STREET,  
LIVERPOOL, N S W 2170

PART TWO

NAME OF AUTHORITY empowered to release vary or modify the Easement for  
Electricity Substation secondly referred to in above mentioned plan  
THE SHORTLAND COUNTY COUNCIL.

The Shortland County Council its successors and assigns PROVIDED THAT the  
cost of any release variation or modification is borne in all respects by the  
person requesting such modification, variation or release.

3. TERMS OF EASEMENT FOR ELECTRICITY SUBSTATION 3.5 WIDE THIRDLY REFERRED TO  
IN ABOVEMENTIONED PLAN.

Reserving to and in favour of The Shortland County Council for the  
purpose of enabling the supply of electricity full right and liberty:-

a) To install and maintain a padmount substation and to lay and maintain  
cables and connections on or beneath the surface of that part of the  
land delineated in the plan and therein referred to as "easement for  
electricity substation".

b) For the purpose aforesaid for the said Shortland County Council and or  
by its authorised servants from time to time and at all reasonable  
times to enter into and upon the said land and to pass and re-pass over  
the same for all purposes whatsoever connected with the rights created  
by Paragraph (a) hereof

NAME OF AUTHORITY empowered to release vary or modify the easement for  
Electricity Substation secondly referred to in above mentioned plan  
THE SHORTLAND COUNTY COUNCIL.

The Shortland County Council its successors and assigns PROVIDED THAT the  
cost of any release variation or modification is borne in all respects by the  
person requesting such modification, variation or release.

5. TERMS OF EASEMENT FOR SERVICES 7 WIDE FIFTHLY REFERRED TO IN  
ABOVEMENTIONED PLAN.

Full and free right title liberty and license for the dominant tenement  
and its agents servants and workmen with any tools implements and  
machinery necessary to construct lay maintain repair renew cleanse  
inspect remove replace or alter the position of apparatus and  
apparatuses required to make available water, sewer, gas, electricity,  
telephone, and/or other domestic services for that purpose to enter upon  
open the soil of the servient tenement to such extent as may be necessary  
provided that the body in whose favour this easement is created and the  
persons authorised by it will take all reasonable precautions to  
ensure that as little disturbance as possible is caused to the surface as  
nearly as practicable to its original condition AND that the person or  
companies in whose favour this easement is created covenant in writing  
other than they will not do or knowingly suffer to be done any act or

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REGISTERED



MS 28-2-1991

Name of Authority empowered to release vary or modify the easement for services sitthly referred to in the above-mentioned plan:-  
HUNTER WATER BOARD its successors and assigns PROVIDED THAT the cost of any release variation or modification is borne in all respects by the person requesting such modification, variation or release.

6. **TERMS OF EASEMENT FOR WASTE WATER PUMPING STATION SIXTHY REFERRED TO IN ABOVE-MENTIONED PLAN.**  
FULL AND FREE right title liberty and license for the HUNTERWATER BOARD its successors and assigns TO CONSTRUCT a wastewater pumping station with pipelines for water and sewerage services thereto and cables to convey electricity both underground and overhead with all apparatus and appurtenances thereof in over or under the surface of such part of the land and to carry and convey through the said pumping station, pipelines and cables, sewage, water and electricity for the purposes aforesaid and any of them by its officers servants and or contractors with or without motor or other vehicles horses or other animals plant and machinery to enter upon and break open the surface of the servient tenement and to deposit soil temporarily on the servient tenement but subject to a liability to replace the soil and to restore the surface of the said servient tenement in a proper and workmanlike manner as soon as the operations are completed. AND it is hereby declared that no building shall be erected nor any structure of any kind placed over or under the servient tenement except with the prior consent in writing of the HUNTER WATER BOARD and except in compliance with any conditions which the HUNTER WATER BOARD may specify in such consent.

Name of Authority empowered to release vary or modify the easement for services fitthly referred to in the above-mentioned plan.  
HUNTER WATER BOARD its successors and assigns PROVIDED THAT the cost of any release variation or modification is borne in all respect by the person requesting such modification, variation or release.

thing which may injure or damage the pipes wires cables and any other apparatus installed for any of the aforesaid purposes and that if any such damage or injury be done or interference be made the party causing such damage or injury shall forthwith pay the costs of repairing and making good all such injury or damage and restore the pipe wire cable and apparatus to the condition it was but for the injury or damage sustained AND it is hereby declared that no building shall be erected no excavation or filling be carried out nor any structures fences or improvements of any kind be placed over or under the servient tenement except with the prior consent in writing of the Hunter Water Board its successors and assigns such consent in compliance with any conditions which may be specified in

PART TWO

FULL NAME AND ADDRESS OF PROPRIETOR OF LAND  
N.S.W. LAND & HOUSING CORPORATION  
23 - 31 MOORE STREET,  
LIVERPOOL, N S W 2170

PLAN DP 807968  
SUBDIVISION OF LOT 11  
D.P. 747617 AND LOT 1  
D.P. 808214  
(Sheet 5 of 7 Sheets)

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

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MS 28-2-1991

(F) No advertisement hoarding sign or matter shall be erected or displayed on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of the New South Wales Land and Housing Corporation or its successors.

(e) No fence shall be erected on each lot to divide it from any adjoining land owned by the New South Wales Land and Housing Corporation without the consent of the New South Wales Land and Housing Corporation or its successor other than purchases on sale but consent shall not be withheld if such fence is erected without expense to the New South Wales Land and Housing Corporation or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected  
PROVIDED HOWEVER that this restriction in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by the New South Wales Land and Housing Corporation or its successors other than purchasers on sale.

(d) No fence shall be erected on each lot burdened closer to the street than the house building line as fixed by the Council of the City of Newcastle.

(c) Without the prior consent in writing of the New South Wales Land and Housing Corporation which the New South Wales Land and Housing Corporation may in its complete discretion withhold or grant either unconditionally or subject to any conditions whatsoever no building or structure shall be erected on any lot burdened having external walls other than of new materials and any such building shall not be of a prefabricated or a temporary structure or of a kit type construction or which has been transported to or reassembled on such a lot.

(b) No garage or outbuilding shall be erected or permitted to remain on each lot burdened except until after or concurrently with the erection of any main building thereon.

7. **TERMS OF RESTRICTIONS AS TO USER SEVENTHLY REFERRED TO IN ABOVE-MENTIONED PLAN.**

(a) Not more than one main building shall be erected on each lot

FULL NAME AND ADDRESS OF PROPRIETOR OF LAND  
N.S.W. LAND & HOUSING CORPORATION  
23 - 31 MOORE STREET,  
LIVERPOOL, N S W 2170

PLAN DP 807968  
SUBDIVISION OF LOT 11  
D.P. 747617 AND LOT 1  
D.P. 808214  
(Sheet 6 of 7 Sheets)

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

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF LAND  
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 80B  
OF THE CONVEYANCING ACT 1919.

PLAN DP 807968  
DP 807968

(Sheet 7 of 7 Sheets)

SUBDIVISION OF LOT 11  
D.P. 747617 AND LOT 1  
D.P. 808214

FULL NAME AND ADDRESS OF  
PROPRIETOR OF LAND

N.S.W. LAND & HOUSING CORPORATION  
23 - 31 MOORE STREET,  
LIVERPOOL, N S W 2170

PART TWO

(g) No sanitary convenience erected on each lot burdened shall be detached or separated from any building erected thereon except where otherwise required by the responsible authority in which event such sanitary convenience shall not be erected in a conspicuous place or position on the said lot and if the building or structure in which the said sanitary convenience is situate is visible from the street or streets to which the said lot fronts then the same shall be suitably screened.

(h) No earth, clay, stone, gravel, soil or sand shall be excavated, carried away or removed from each lot burdened except so far as may be reasonably necessary for the erection in accordance with the restrictions herein contained of any building or swimming pool on the said lot or for any purpose incidental or ancillary thereto.

Name of body or authority empowered to release vary or modify the restriction on use severally referred to in the abovementioned plan.

THE NEW SOUTH WALES LAND AND HOUSING CORPORATION

SIGNED by me PAUL FAINMILL as  
DELEGATE of the N.S.W. LAND &  
HOUSING CORPORATION & I hereby  
declare that I have no notice of  
revocation of such notice,  
in the presence of :-

N.S.W. LAND & HOUSING  
CORPORATION by its delegate:-

REGISTERED



AS 28-2-1991

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

PLAN  
DP 811356

PART ONE  
(Sheet 1 of 4 Sheets)

SUBDIVISION OF LOT 2119  
D.P. 807968 AND LOT 11  
D.P. 713872

FULL NAME AND ADDRESS OF  
PROPRIETOR OF LAND  
N.S.W. LAND & HOUSING CORPORATION  
23-31 MOORE STREET  
LIVERPOOL, N S W 2170

1. IDENTITY OF EASEMENT FIRSTLY  
REFERRED TO IN ABOVEMENTIONED  
PLAN  
Easement to drain water 2 wide  
and variable

SCHEDULE OF LOTS AFFECTED

LOTS, ROAD OR AUTHORITY BENEFITED

LOTS BURDENED	LOTS, ROAD OR AUTHORITY BENEFITED
3000	2999
3001	2999 3000 3001
3002	2999 3000 3001 3002
3003	2999 3000 3001 3002 3003
3004	2999 3000 3001 3002 3003 3004
3005	2999 3000 3001 3002 3003 3004 3005
3006	2999 3000 3001 3002 3003 3004 3005 3006
3007	2999 3000 3001 3002 3003 3004 3005 3006 3007
3008	2999 3000 3001 3002 3003 3004 3005 3006 3007 3008
3009	2999 3000 3001 3002 3003 3004 3005 3006 3007 3008 3009
3010	2999 3000 3001 3002 3003 3004 3005 3006 3007 3008 3009 3010
3011	2999 3000 3001 3002 3003 3004 3005 3006 3007 3008 3009 3010
3012	3090 3015 3014 3012
3013	3090 3015 3014 3012
3014	3090 3015 3014 3012
3015	3090 3015 3014 3012
3016	3090 3015 3014 3012
3017	3090 3015 3014 3012
3018	3090 3015 3014 3012
3019	3090 3015 3014 3012
3020	3090 3015 3014 3012
3021	3090 3015 3014 3012
3022	3090 3015 3014 3012
3023	3090 3015 3014 3012
3024	3090 3015 3014 3012
3025	3090 3015 3014 3012
3026	3090 3015 3014 3012
3027	3090 3015 3014 3012
3028	3090 3015 3014 3012
3029	3090 3015 3014 3012
3030	3090 3015 3014 3012
3031	3090 3015 3014 3012
3032	3090 3015 3014 3012
3033	3090 3015 3014 3012
3034	3090 3015 3014 3012
3035	3090 3015 3014 3012
3036	3090 3015 3014 3012
3037	3090 3015 3014 3012
3038	3090 3015 3014 3012
3039	3090 3015 3014 3012
3040	3090 3015 3014 3012
3041	3090 3015 3014 3012
3042	3090 3015 3014 3012
3043	3090 3015 3014 3012
3044	3090 3015 3014 3012
3045	3090 3015 3014 3012
3046	3090 3015 3014 3012
3047	3090 3015 3014 3012
3048	3090 3015 3014 3012
3049	3090 3015 3014 3012
3050	3090 3015 3014 3012
3051	3090 3015 3014 3012
3052	3090 3015 3014 3012
3053	3090 3015 3014 3012
3054	3090 3015 3014 3012
3055	3090 3015 3014 3012

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

DP 811356

(Sheet 2 of 4 Sheets)

SUBDIVISION OF LOT 2119  
D.P. 807968 AND LOT 11  
D.P. 713872

FULL NAME AND ADDRESS OF  
PROPRIETOR OF LAND  
N.S.W. LAND & HOUSING CORPORATION  
23-31 MOORE STREET  
LIVERPOOL, N S W 2170

PART ONE

LOTS BURDENED (contd.)

LOTS, ROAD OR AUTHORITY BENEFITED (contd.)

3056	3057
3055	3057 3056
3054	3057
3053	3057
3052	3057
3051	3057
3050	3057
3049	3057
3048	3057
3047	3057
3046	3057
3045	3057
3044	3057
3043	3057
3042	3057
3041	3057
3040	3057
3039	3057
3038	3057
3037	3057
3036	3057
3035	3057
3034	3057
3033	3057
3032	3057
3031	3057
3030	3057
3029	3057
3028	3057
3027	3057
3026	3057
3025	3057
3024	3057
3023	3057
3022	3057
3021	3057
3020	3057
3019	3057
3018	3057
3017	3057
3016	3057
3015	3057
3014	3057
3013	3057
3012	3057
3011	3057
3010	3057
3009	3057
3008	3057
3007	3057
3006	3057
3005	3057
3004	3057
3003	3057
3002	3057
3001	3057
3000	3057

Name of Authority Empowered to Release Vary or Modify the terms of the  
Easement Firstly Referred to in the above-mentioned plan.  
THE NEW SOUTH WALES LAND AND HOUSING CORPORATION OR THE COUNCIL OF THE CITY OF  
NEWCASTLE

REGISTERED 6.8.1991.

REGISTERED 6.8.1991.

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

(Sheet 3 of 4 Sheets)

DP811356

SUBDIVISION OF LOT 2119  
 D.P. 807968 AND LOT 11  
 D.P. 713872

FULL NAME AND ADDRESS OF  
 PROPRIETOR OF LAND  
 N.S.M. LAND & HOUSING CORPORATION  
 23 - 31 MOORE STREET,  
 LIVERPOOL, N S W 2170

PART ONE

2. IDENTITY OF EASEMENT SECONDLY  
 REFERRED TO IN ABOVEMENTIONED  
 PLAN Right of Carriageway Variable  
 Width

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED	LOTS BENEFITED
3014	3015
3015	3014

Name of Authority Empowered to Release Vary or Modify the Easement Secondly  
 Referred to in the abovementioned plan.

THE NEW SOUTH WALES LAND AND HOUSING CORPORATION

3. IDENTITY OF RESTRICTION THIRDLY  
 REFERRED TO IN ABOVEMENTIONED  
 PLAN Restriction on the use of the land

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED	LOTS BENEFITED
2999 to 3028 Inclusive	2999 to 3029 Inclusive
3031 to 3089 Inclusive	3031 to 3089 Inclusive

PART TWO

3. TERMS OF RESTRICTIONS ON THE USE OF THE LAND THIRDLY REFERRED TO IN  
 ABOVEMENTIONED PLAN.

(a) No fence shall be erected on each lot burdened to divide it from  
 any adjoining land owned by the New South Wales Land and Housing  
 Corporation without the consent of the New South Wales Land and  
 Housing Corporation or its successors other than purchases on sale  
 but consent shall not be withheld if such fence is erected without  
 expense to the New South Wales Land and Housing Corporation or its  
 successors and in favour of any person dealing with the purchaser  
 or his assigns such consent shall be deemed to have been given in  
 respect of every such fence for the time being erected PROVIDED  
 HOWEVER that this covenant in regard to fencing shall be binding on  
 a purchaser his executors and administrators and assigns only  
 during the ownership of the said adjoining lands by the New South  
 Wales Land and Housing Corporation or its successors other than  
 purchasers on sale.

REGISTERED 6/8/1991

*Paul Farnill*

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

(Sheet 4 of 4 Sheets)

DP811356

SUBDIVISION OF LOT 2119  
 D.P. 807968 AND LOT 11  
 D.P. 713872

FULL NAME AND ADDRESS OF  
 PROPRIETOR OF LAND  
 N.S.M. LAND & HOUSING CORPORATION  
 23 - 31 MOORE STREET,  
 LIVERPOOL, N S W 2170

PART TWO

(b) No advertisement hoarding sign or matter shall be displayed or erected on  
 each lot burdened (other than a sign advertising that the said lot is  
 for sale) without the prior written consent of the New South Wales  
 Land and Housing Corporation or its successors.

Name of Authority Empowered to Release Vary or Modify the restrictions on the  
 use of the land thirdly referred to in the abovementioned plan.

THE NEW SOUTH WALES LAND AND HOUSING CORPORATION

SIGNED by me PAUL FARNILL as  
 DELEGATE of the N.S.M. LAND &  
 HOUSING CORPORATION & I hereby  
 declare that I have no notice of  
 revocation of such notice,  
 in the presence of :-  
 N.S.M. LAND & HOUSING  
 CORPORATION by its delegate:-

*Paul Farnill*

REGISTERED 6/8/1991

*Paul Farnill*

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RESTRICTIONS ON THE USE OF LAND  
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B  
OF THE CONVEYANCING ACT 1919.

(Sheet 1 of 5 Sheets)

PART ONE

PLAN **DP 842686**

SUBDIVISION OF LOT 4 D.P. 839872

FULL NAME AND ADDRESS OF  
PROPRIETOR OF LAND

NEW SOUTH WALES LAND & HOUSING  
CORPORATION,  
1 FITZWILLIAM STREET,  
PARRAMATTA N.S.W. 2150

1. IDENTITY OF EASEMENT FIRSTLY  
REFERRED TO IN ABOVEMENTIONED  
PLAN

Easement to drain water 2 wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

LOTS BENEFITED

8015

8016

8014

8015 8016

8013

8014 8015 8016

8012

8013 8014 8015 8016

8011

8012 8013 8014 8015 8016

8010

8011 8012 8013 8014 8015 8016

8009

8010 8011 8012 8013 8014 8015 8016

8008

8009 8010 8011 8012 8013 8014 8015 8016

8007

8008 8009 8010 8011 8012 8013 8014 8015

8016

8006

8007 8008 8009 8010 8011 8012 8013 8014

8015 8016

8005

8006 8007 8008 8009 8010 8011 8012 8013

8014 8015 8016

8002

8005 8006 8007 8008 8009 8010 8011 8012

8013 8014 8015 8016

8001

8002 8005 8006 8007 8008 8009 8010 8011

8012 8013 8014 8015 8016

8022

8023

8021

8022 8023

8020

8021 8022 8023

8019

8020 8021 8022 8023

8018

8019 8020 8021 8022 8023

8017

8018 8019 8020 8021 8022 8023

8031

8032

8030

8031 8032

8029

8030 8031 8032

8028

8029 8030 8031 8032

8042

4012 D.P. 712648

8059

8058

8060

8059 8058

8062

8063

8061

8062 8063

8065

8064

*PR*

RESTRICTIONS ON THE USE OF LAND  
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B  
OF THE CONVEYANCING ACT 1919.

(Sheet 2 of 5 Sheets)

PART ONE

PLAN DP 842686

SUBDIVISION OF LOT 4 D.P. 839872

FULL NAME AND ADDRESS OF  
PROPRIETOR OF LAND

NEW SOUTH WALES LAND & HOUSING  
CORPORATION,  
1 FITZWILLIAM STREET,  
PARRAMATTA N.S.W. 2150

SCHEDULE OF LOTS AFFECTED (cont.)

LOTS BURDENED

LOTS BENEFITED

8075  
8077  
8078  
8079  
8080  
8081

8076  
8075 8076  
8077 8075 8076  
8078 8077 8075 8076  
8079 8078 8077 8075 8076  
8080 8079 8078 8077 8075 8076

8085  
8084  
8083  
8082  
8094

8086  
8085 8086  
8084 8085 8086  
8083 8084 8085 8086  
8082 8083 8084 8085 8086

8088  
8089

8087  
8088 8087

8099  
8100  
8101  
8102  
8103  
8104

8098  
8099 8098  
8100 8099 8098  
8101 8100 8099 8098  
8102 8101 8100 8099 8098  
8103 8102 8101 8100 8099 8098

8116  
8115  
8114  
8113  
8112  
8111

8117  
8116 8117  
8115 8116 8117  
8114 8115 8116 8117  
8113 8114 8115 8116 8117  
8112 8113 8114 8115 8116 8117

8119  
8120  
8121  
8122

8118  
8119 8118  
8120 8119 8118  
8121 8120 8119 8118

Pre.

(Sheet 3 of 5 Sheets)

**PART ONE**

PLAN **DP 842686**

SUBDIVISION OF LOT 4 D.P. 839872

FULL NAME AND ADDRESS OF  
PROPRIETOR OF LAND

NEW SOUTH WALES LAND & HOUSING  
CORPORATION,  
1 FITZWILLIAM STREET,  
PARRAMATTA N.S.W. 2150

2. IDENTITY OF EASEMENT OR  
RESTRICTION SECONDLY REFERRED  
TO IN ABOVEMENTIONED PLAN.

Easement for Maintenance  
Access 0.9 Wide.

**SCHEDULE OF LOTS AFFECTED**

**LOTS BURDENED**

8018  
8019  
8020  
8021  
8022  
8023  
8067  
8068  
8069  
8070  
8071  
8101  
8100  
8099  
8098

**LOTS BENEFITED**

8017  
8018  
8019  
8020  
8021  
8022  
8066  
8067  
8068  
8069  
8070  
8102  
8101  
8100  
8099

3. IDENTITY OF EASEMENT OR  
RESTRICTION THIRDLY REFERRED  
TO IN ABOVEMENTIONED PLAN.

Restrictions on the Use of  
the Land.

**SCHEDULE OF LOTS AFFECTED**

**LOTS BURDENED**

8017 to 8023 inclusive  
8066 to 8070 inclusive  
8098 to 8102 inclusive

**NAME OF AUTHORITY BENEFITED**

The Council of the City of  
Newcastle.

4. IDENTITY OF EASEMENT OR  
RESTRICTION FOURTHLY REFERRED  
TO IN ABOVEMENTIONED PLAN.

Restrictions on the Use of  
the Land.

**SCHEDULE OF LOTS AFFECTED**

**LOTS BURDENED**

Every Lot except 8000

**LOTS BENEFITED**

Every Lot except 8000

(Sheet 4 of 5 Sheets)

PART TWO

PLAN DP 842686

SUBDIVISION OF LOT 4 D.P. 839872

FULL NAME AND ADDRESS OF  
PROPRIETOR OF LAND

NEW SOUTH WALES LAND & HOUSING  
CORPORATION,  
1 FITZWILLIAM STREET,  
PARRAMATTA N.S.W. 2150

2. TERMS OF EASEMENT FOR MAINTENANCE ACCESS 0.9 WIDE SECONDLY REFERRED TO  
IN ABOVEMENTIONED PLAN.

The full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominance tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him from time to time and at all times to enter upon the servient tenement and to remain there for any reasonable time with any tools, implements or machinery necessary for the purpose of renewing, replacing, painting, repairing and maintaining the residence adjacent to the easement and to enter upon the servient tenement and to remain there for any reasonable time for the said purpose AND the Registered Proprietor for the time being of the land hereby burdened shall not erect or permit to be erected any building or other structure of any kind of description on or over the said easement.

NAME OF BODY OR AUTHORITY empowered to release vary or modify the Easement or Restriction secondly referred to in abovementioned plan.


THE COUNCIL OF THE CITY OF NEWCASTLE.

3. TERMS OF RESTRICTIONS ON THE USE OF THE LAND THIRDLY REFERRED TO IN  
ABOVEMENTIONED PLAN.

Any dwelling, garage or carport to be erected upon the lots burdened is to be constructed in compliance with the Development Application for "Smart Lot" Housing Subdivision by the New South Wales Land and Housing Corporation and approved by Development Notice No. S59X92 issued by the Council of the City of Newcastle and dated 5th March, 1993.

NAME OF AUTHORITY empowered to release vary of modify the terms of the Easements on Restrictions thirdly referred to in abovementioned plan.

THE COUNCIL OF THE CITY OF NEWCASTLE.



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

(Sheet 5 of 5 Sheets)

PART TWO

PLAN DP 842686

SUBDIVISION OF LOT 4 D.P. 839872

FULL NAME AND ADDRESS OF  
PROPRIETOR OF LAND

NEW SOUTH WALES LAND & HOUSING  
CORPORATION,  
1 FITZWILLIAM STREET,  
PARRAMATTA N.S.W. 2150

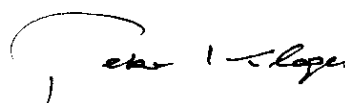
4. TERMS OF RESTRICTIONS ON THE USE OF THE LAND FOURTHLY REFERRED TO IN  
ABOVEMENTIONED PLAN.

- (a) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the New South Wales Land and Housing Corporation without the consent of the New South Wales Land and Housing Corporation or its successor other than purchases on sale but consent shall not be withheld if such fencing is erected without expense to the New South Wales Land and Housing Corporation or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by the New South Wales Land and Housing Corporation or its successors other than purchasers on sale.
- b) No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of the New South Wales land and Housing Corporation or its successors.

Name of body or authority empowered to release vary or modify the restrictions on use fourthly referred to in the abovementioned plan.

THE NEW SOUTH WALES LAND AND HOUSING CORPORATION

SIGNED by me PETER KLAGES as  
DELEGATE of the NEW SOUTH WALES  
LAND & HOUSING CORPORATION & I  
hereby declare that I have no  
notice of revocation of such  
notice in the presence of :-



NEW SOUTH WALES LAND & HOUSING  
CORPORATION by its delegate:-

REGISTERED



13-9-1994

Form: 97-01T

Licence: AUS/0634/96

# TRANSFER INCLUDING COVENANT

Land Titles Office use only

New South Wales  
Real Property Act 1900

5754708T

Instructions for filling out  
this form are available  
from the Land Titles Office

Office of State Revenue use only



00728 90/488064102 40 9215 868092  
STAMP DUTY "M.S.N."

(A) **LAND TRANSFERRED**

If appropriate, specify the  
share or part transferred.

Folio Identifier 8062/842686

(B) **LODGED BY**

OFFICE USE
ON CV

LTO Box

Name, Address or DX and Telephone

**PARISH PATIENCE**

Solicitors

CITY CENTRE, LEVEL 18  
55 MARKET STREET  
SYDNEY NSW 2000.  
TELEPHONE (02) 283 1333  
FACSIMILE (02) 267 8808  
DX 166 SYDNEY

667N

Reference (15 character maximum):

(C) **TRANSFEROR**

C/ & W Constructions Pty Limited ACN 001 615 596

(D) acknowledges receipt of the consideration of ...\$40,700.00

and as regards the land specified above transfers to the transferee an estate in fee simple. and the transferee covenants with

(E) the transferor as set out in annexure 'A'.

(F) **TRANSFEE**

T  
TS  
(\$713 LGA)  
TW  
(Sheriff)

AV Jennings Limited ACN 004 601 503

(G)

~~TENANCY~~

(H) We certify this dealing correct for the purposes of the Real Property Act 1900. DATE

14 April 1999

Signed in my presence by the transferor who is personally known to me.

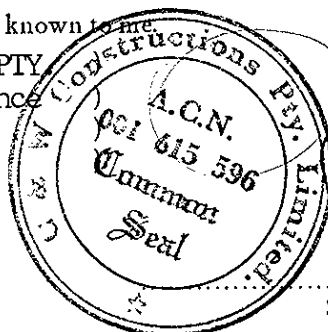
THE COMMON SEAL of C & W CONSTRUCTIONS PTY LIMITED was hereunto affixed in accordance with its Articles of Association in the presence of:

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address of Witness

Secretary



Signature of Transferor Director

Signed in my presence by the transferee who is personally known to me.

Signature of Witness

K. GABRIEL DORNE  
Name of Witness (BLOCK LETTERS)

423 Pennant Hills Rd, Pennant Hills  
Address of Witness

Executed by AVJENNINGS LIMITED &/or  
AVJENNINGS HOLDINGS LIMITED by  
being signed by its Authorised Officer JOHN  
MARTIN VAGULANS under Power of  
Attorney Registered Book 4171 No. 110

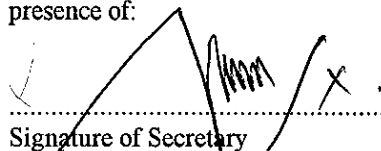
Solicitor Signature of Transferee  
P T Fernandes

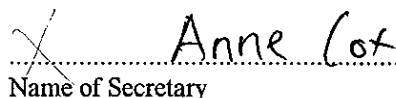
If signed on the transferee's behalf by a solicitor or licensed conveyancer, show the signatory's full name in block letters.

**This is annexure "A" referred to in the Transfer including covenant  
between C & W Constructions Pty Limited (ACN 001 615 596 as transferor  
and AV Jennings Limited (ACN 004 601 503) as transferee**

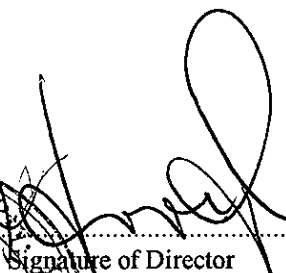
The registered proprietor of the land shall not require the transferor to contribute to the cost of any dividing fence pursuant to the Dividing Fence Act or otherwise or any retaining wall and no fence shall be erected on the land to divide it from any adjoining land owned by the transferor without the written consent of the transferor his successors or assigns other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to the transferor his successors or assigns and such consent shall be deemed to have been given in respect of every fence for the time being erected. This covenant in regard to fencing shall be binding on the registered proprietor of the land his executors administrators and assigns only during the ownership of the said adjoining land by the transferor his successors or assigns other than purchasers on sale.

THE COMMON SEAL of C & W CONSTRUCTIONS  
PTY LIMITED (ACN 001 615 596) was affixed in  
accordance with its articles of association in the  
presence of:

  
Signature of Secretary

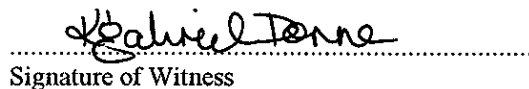
  
Name of Secretary



  
Signature of Director

  
Name of Director

Signed in my presence by the transferee who is personally known to me.

  
Signature of Witness

K. GABRIEL DORNE  
Name of Witness (block letters)

423 Pennant Hills Rd, Pennant Hills  
Address of Witness

Executed by AVJENNINGS LIMITED &/or  
AVJENNINGS HOLDINGS LIMITED by  
being signed by its Authorised Officer JOHN  
MARTIN VAGULANS under Power of  
Attorney Registered Book 4171 No. 110

  
Signature of Transferee

Form: 97-011

Licence: MID/0734/97

**TRANSFER  
INCLUDING COVENANT**New South Wales  
Real Property Act 1900

7158650X



Office of State Revenue use only

NEW SOUTH WALES DUTY

21-09-2000

0000420360-001

SECTION 80(1)-TRANSFER FIRST HOME PLUS

NO DUTY PAYABLE

CONTRACT CONSIDERATION \$ \*\*\*\*\$49,990.00

METRO PRIVATE DWELLING

FOLIO IDENTIFIER 8062/842686

**(A) LAND TRANSFERRED**If appropriate, specify the share  
or part transferred.**(B) LODGED BY**

LTO Box

33H

Name, Address or DX and Telephone

THOMAS KENYON &amp; SON

DX 443 LEY

PHONE: (02) 283 1766

Reference (15 character max):

39 2913

**(C) TRANSFEROR**

AV JENNINGS LIMITED (ACN 004 601 503)

**(D)** acknowledges receipt of the consideration of \$49,990.00 and as regards the land specified above transfers to the transferee an estate in fee simple. And the transferee hereby covenants with the transferor for the benefit of the land comprised in Lots 8057, 8059, 8077 and 8079 in DP 842686. The lot burdened is the lot hereby transferred as in Annexure "A" hereto.**(E)** Encumbrances (if applicable): 1. 2. 3.**(F) TRANSFEE**

T

TS

(s713 LGA)

TW

(Sheriff)

MIRANDA MICHELLE EPIS

**(G)**

ON CV ✓

**(H)** We certify this dealing correct for the purposes of the Real Property Act 1900. DATE 12.10.00

Signed in my presence by the Transferor who is personally known to me.

Signature of Witness

C. FOXTON

Name of Witness (BLOCK LETTERS)

42 PENNANT HILLS RD

PENNANT HILLS NSW

Executed by AVJENNINGS LIMITED & or  
AVJENNINGS HOLDINGS LIMITED by  
being signed by its Authorised Officer WILLIAM  
ERNEST FOLEY under Power of Attorney  
Registered Book 4240 No. 577

Signature of Transferor

Signed in my presence by the Transferee who is personally known to me.

Signature of Witness

Name of Witness (BLOCK LETTERS)

6 Bolton St Newcastle

Address of Witness

Signature of Transferee

12/10/00



## ANNEXURE "A"

**This is the annexure referred to in Transfer between AV Jennings Limited (Vendor)  
and Miranda Michelle Epis (Purchaser)**

### TERMS OF RESTRICTION AS TO USER

- (a) No building or buildings shall be erected or be permitted to remain erected on each lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibre cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 25% of the total area of the external walls.
- (b) Timber and/or fibre cement shall not be used in external walls except in conjunction with all or any of the above materials and the proportion shall not exceed 10% of the total area of the external walls except in the case of a two storey building where the proportion shall not exceed 20% of the total area of the external walls.
- (c) No building shall be erected on each lot burdened having a roof of fibre cement or asbestos cement or fibro cement or fibre glass or any other material of a similar nature or aluminium or steel decking of any nature with a pitch greater than three degrees to the horizontal without the written approval of AV Jennings Limited and provided that such material or decking shall not have other than a non-reflective surface.
- (d) No building shall be erected on each lot burdened having a roof of corrugated iron unless such corrugated iron is treated so as to be what is generally known as "Colourbonded".
- (e) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by AV Jennings Limited without the consent of AV Jennings Limited but such consent shall not be withheld if such fence is erected without expense to AV Jennings Limited provided that this Restriction shall remain in force only during such time as AV Jennings Limited is the registered proprietor of any land adjoining the lot burdened whichever is the later.
- (f) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expenses of the person or persons requesting the same.
- (g) In these restrictions as to user: AV Jennings Limited shall mean AV Jennings Limited its successors, nominees or assigns other than purchasers on sale.
- (h) The person having the right to release, vary or modify these restrictions is AV Jennings Limited for such period as AV Jennings Limited is the registered proprietor of any land adjoining the lot burdened of the owner of any other benefited lot.
- (i) No main building on any burdened lot shall be occupied or allowed to continue to be occupied after the expiration of three months after registration of the burdened lot to the registered proprietor unless the front area of the lot between the building line and the street is landscaped utilising turf, garden beds, driveway and other landscaped materials approved by Jennings.



Signed in my presence by the transferor who is personally known to me.

.....  
Signature of Witness

.....  
Name of Witness (BLOCK LETTERS)

.....  
Address of Witness

Executed by AVJENNINGS LIMITED &/or  
VJENNINGS HOLDINGS LIMITED by  
being signed by its Authorised Officer WILLIAM  
ERNEST FOLEY under Power of Attorney  
Registered Book 4240 No. 577

Signed in my presence by the transferee who is personally known to me.

.....  
Signature of Witness

.....  
Name of Witness (BLOCK LETTERS)

.....  
Address of Witness



City of  
Newcastle

# Planning Certificate

Section 10.7, Environmental Planning and Assessment Act 1979

**To:** Infotrack  
GPO Box 4029  
Sydney NSW 2001

**Certificate No:** PL2025/01252  
**Fees:** \$69.00  
**Receipt No(s):** D003345663

**Your Reference:** 24841

**Date of Issue:** 11/03/2025

<b>The Land:</b> Lot 8062 DP 842686 60 Alkoo Crescent Maryland NSW 2287
--

## Advice provided on this Certificate:

Advice under section 10.7(2): see Items 1 – 24

## 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 11/03/2025. 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

Draft Development Control Plan 2023 applies 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](http://www.newcastle.nsw.gov.au) or [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au) website for LEP instrument and zoning maps.*

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

### Zone R2 Low Density Residential

- **Objectives of zone**

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

- **Permitted without consent**

Environmental protection works; Home occupations

- **Permitted with consent**

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

- **Prohibited**

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

- **Additional permitted uses**

The land does not have additional permitted uses.

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

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

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

- **Area of Outstanding Biodiversity Value**

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

- **Heritage conservation area**

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

- **Heritage items**

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

### 3. Contributions plans

---

The following contribution plan/s apply to the land.

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

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

**Section 7.12 Development Contributions Plan:**

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:**

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

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

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

**4. Complying development**

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

**Wilderness area**

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

**State Heritage Register**

The land is NOT land that is, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act.

**Other Heritage Item**

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

**Environmentally Sensitive Area or Environmentally Sensitive Land**

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

**State Heritage Exemption**

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

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

**Draft Heritage Item**

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

**Heritage Conservation Area**

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

**Reserved for a Public Purpose**

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

**Acid Sulfate Soil**

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

**Significantly contaminated land**

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

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**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.

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

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

**Siding Spring Observatory**

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

**General**

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

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

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

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

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

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

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

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

**7. Land reserved for acquisition**

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

**8. Road widening and road realignment**

*NOTE: Transport for NSW (TfNSW) may have proposals that are not referred to in this item. For advice about 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 NOT AFFECTED by any road widening or road realignment under an environmental planning instrument.

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

**9. Flood related development controls**

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

*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. Water or sewerage services**

City of Newcastle does not hold any records as to whether water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

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

**24. Matters prescribed under the Contaminated Land Management Act 1997**

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

Issued without alterations or additions, 11/03/25  
Authorised by

**JEREMY BATH**  
**CHIEF EXECUTIVE OFFICER**



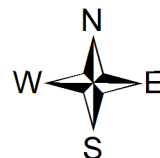
# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

60 ALKOO

MARYLAND NSW

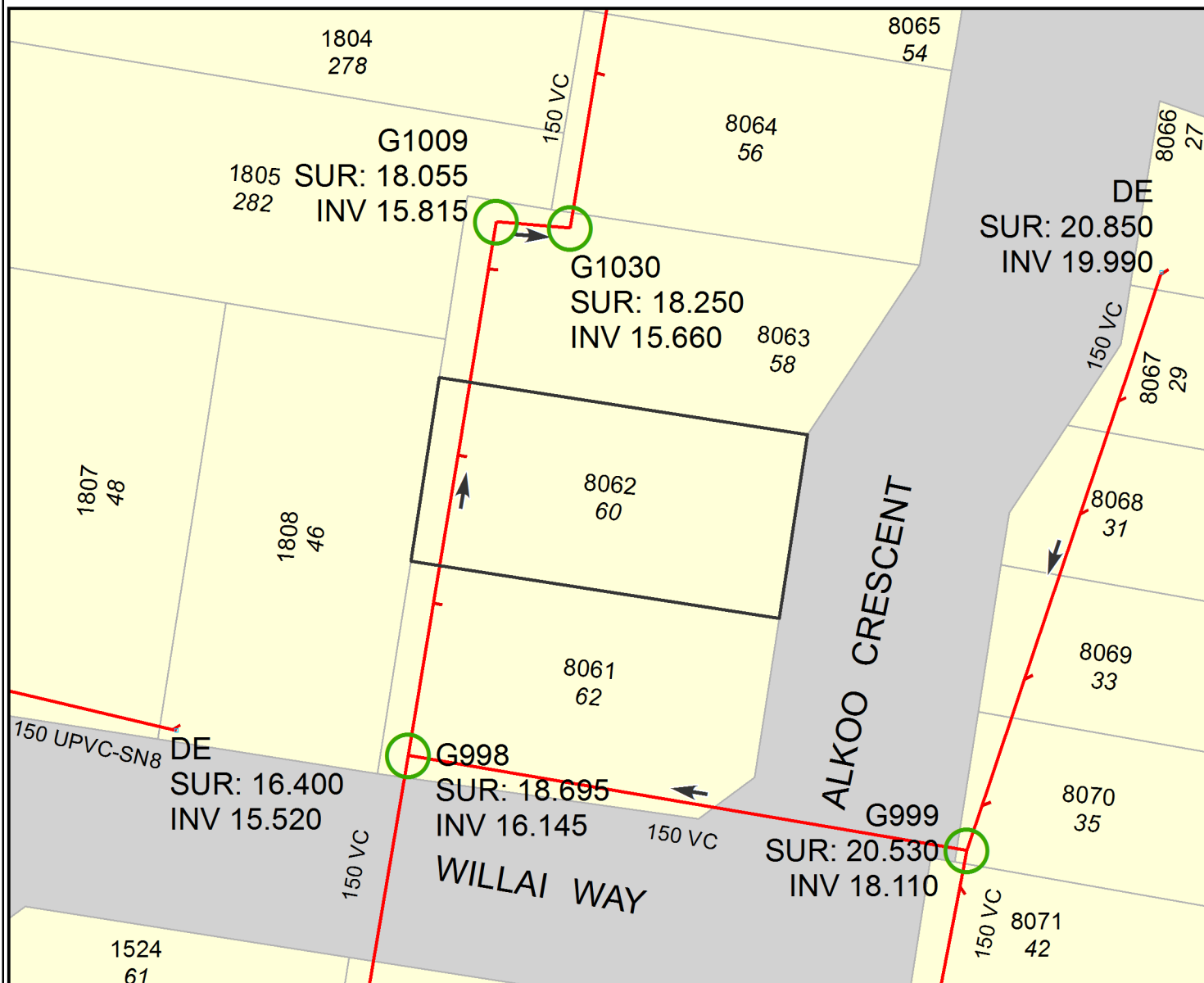
APPLICATION NO.: 2504210

APPLICANT REF: M 24841

RATEABLE PREMISE NO.: 4578710759

PROPERTY ADDRESS: 60 ALKOO CRES MARYLAND 2287

LOT/SECTION/DP:SP: 8062//DP 842686



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

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

#### IMPORTANT:

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

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

Date: 10/03/2025

Scale at A4: 1:500

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CONTOUR DATA © AAMHatch  
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SEWER/WATER/RECYCLED WATER  
UTILITY DATA  
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