

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Meeks Real Estate 347 Main Road CARDIFF, NSW 2285	phone: 02 4954 7447 email: sales@meeksrealestate.com.au ref: Paul Meeks
co-agent		
vendor	Ian James Hissey 34 Sydney Street, Artarmon, NSW 2064	
vendor's solicitor	Lea Smith Solicitor 38c William Street RAYMOND TERRACE NSW 2324	phone: 02 4983 1233 email: conveyancing@lealaw.com.au ref: 207-25
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	7 EXPLORATION ST WEST WALLSEND NSW 2286 LOT 430 DEPOSITED PLAN 1214240 Folio Identifier 430/1214240	
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	
balance	(10% of the price, unless otherwise stated)
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
Signed by Ian James Hissey _____ Vendor _____ Vendor	Signed by _____ Purchaser _____ Purchaser
VENDOR (COMPANY)	PURCHASER (COMPANY)
Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Signature of authorised person _____ Name of authorised person _____ Name of authorised person _____ Office held _____ Office held	Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Signature of authorised person _____ Name of authorised person _____ Name of authorised person _____ Office held _____ Office held

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

PEXA

Manual transaction (clause 30)☒ NO ☐ yes

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

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

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

(GST residential withholding payment)

details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice served 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.

7 EXPLORATION ST WEST WALLSEND NSW 2226

ADDITIONAL CONDITIONS

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

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

7. *Where:-*
 - (a) *the vendor is ready, willing and able to execute the assurance of the property and complete this Contract; and*
 - (b) *the purchaser does not complete this Contract on the completion date appointed on the front page of this Contract then:*
 - a. *the vendor may at any time thereafter issue a Notice to Complete making the time for completion of the essence of this Agreement. A period of fourteen (14) days following the date of the service of any such Notice to Complete shall be deemed to be a reasonable time for completion pursuant to any such Notice;*

- b. *the purchaser must pay to the vendor the sum of \$275.00 on account of the additional legal fees incurred by the vendor relative to the delay; and*
- c. *the purchaser must pay to the vendor interest on the purchase price at the rate of seven per cent (7%) per annum calculated from that date to the date of completion.*

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

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

- 8. *Notwithstanding any other provision of this agreement, if:*
 - (a) *the deposit agreed to be paid by the purchaser is less than ten per cent (10%) of the purchase price and*
 - (b) *the vendor becomes entitled to and the purchaser forfeits the deposit actually paid, the purchase forthwith upon demand will pay to the vendor the difference between ten per cent (10%) of the purchase price and the amount actually paid to the extent that a full ten per cent (10%) of the purchase price is forfeitable by way of deposit upon default.*
 - (c) *if the purchaser fails to pay any part of the deposit when due then in addition to any other right, the vendor may recover that part together with interest and indemnity costs in any Court of competent jurisdiction.*
- 9. *Clause 9.1 is amended by adding the words "including the right to sue the purchaser for the unpaid balance of deposit as a separate claim to Clause 9.3".*
- 10. *Clause 25.1.1 is amended by the deletion of the word "limited".*
- 11. *Notwithstanding the provisions of Clause 25.1 should the land be noted as Qualified Title which has lapsed under Section 28M or Section 28MA of the Real Property Act 1900 the vendor is not required to serve a proper abstract of title under Clause 25.2.*
- 12. *For the purposes of this Contract, in particular Clause 5, any requisitions on title are to be in the form attached to this Contract.*
- 13. *Where a Surveyor's Certificate (or copy thereof) is annexed to this Contract:-*
 - (a) *the vendor does not warrant the accuracy or completeness of the Certificate; and*
 - (b) *the purchaser will take title subject to and will not make any objection requisition or claim for compensation or claim any right to rescind or terminate in respect of matters disclosed or referred to in such certificate.*
- 14. *This clause applies if the purchaser is a company or association:*
 - 14.1 *The Directors and Secretary of the purchaser, by the execution hereof, guarantee to the vendor the performance by the purchaser of all of the purchaser's obligations under this Contract.*
 - 14.2 *If the purchaser does not comply with the conditions of the Contract the guarantor must pay to the vendor upon demand the damages arising from such breach even if the vendor has not tried to recover payment from the purchaser.*

15. *In this clause "GST" refers to a goods and services tax under a New Tax System (Goods and Services Tax) Act, 1999 ("GST Act") and the terms used have the meanings as defined in the GST Act.*
- a. *The Vendor is, and has been, occupying the property as a residence and it is residential premises under the GST Act.*
 - b. *The Purchaser agrees, on and after completion of this sale, to use the property predominantly for residential accommodation.*
 - c. *In the event of the Vendor being liable for GST, because of the Purchaser's failure to comply with (b):-*
 - i. *the Purchaser agrees to pay to the Vendor; within fourteen (14) days after the Vendor's liability for GST, on this sale is confirmed by correspondence or an assessment from the Commissioner, the amount of the GST, including any additional penalty and interest;*
 - ii. *the Vendor shall deliver to the Purchaser; as a precondition to such payment, a tax invoice in a form which complies with the GST Act and the regulations.*
16. *Without prejudice to any other rights or remedies which may be available, should either party (or any one of them) prior to completion:-*

16.1 being a company: resolve to go into liquidation or have an application for its winding up filed or enter into any scheme or arrangement with its creditors, or have a liquidator, receiver, administrator or external manager appointed to it; or

16.2 being a natural person: die, become bankrupt, execute a deed of assignment or deed of arrangement, or enter into a composition with creditors;

(such events being referred to in this clause as "the Incapacity Event") then:

16.3 the Completion Date for the purpose of this Contract will be altered to be:

*the later of the Completion Date provided for on the front page of this Contract; and
the date being three (3) months from the date of the occurrence of the Incapacity Event.*

However:

16.4 either party (or any one of them or their legal personal representative) may, within 21 days of being notified of the Incapacity Event, rescind this Contract by service of written notice on the other party whereupon the provisions of clause 19 shall apply.

Provided however that the provisions of this clause 16.4 do not apply in the event of the death of a vendor if there is a surviving vendor entitled to be registered as to the sole registered proprietor of the property by way of Notice of Death.

17. *If there is any conflict between these additional conditions and the current edition standard printed clauses of the Contract, these additional conditions shall apply.*
18. *Completion subject to Foreign Investment Review Board (FIRB) approval*
- a. *The buyer requires the approval of the FIRB to purchase the property.*

- b. The buyer warrants that an application for approval for it to purchase the property has been lodge with the FIRB.*
- c. The buyer will use its best endeavours to obtain the approval as soon as possible.*
- d. The buyer will keep the seller fully informed of the progress of the buyer's application and will delive to the seller copies of all correspondence in connection with the application.*
- e. Completion of this agreement will take place within 21 days from the date the buyer receives notice c approval. If completion does not take place within those 21 days, the seller may serve a notice on th buyer stipulating a date for completion being not less than 14 days after the date of service of thc notice. The notice may provide that time is of the essence in respect of the date stipulated fo completion. The parties agree that for the purposes of this condition a period of 14 days after servic of the notice is a sufficient and reasonable time within which to complete this agreement.*
- f. If the buyer does not provide written notice of the FIRB approval to the seller within 90 days from th date of this agreement, the seller may rescind this agreement.*
- g. If the FIRB notifies the buyer that it will not approve of its purchase of the property, the buyer wi immediately notify the seller; whereupon either party may rescind this agreement.*



FOLIO: 430/1214240

SEARCH DATE	TIME	EDITION NO	DATE
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10/4/2025	2:29 PM	4	1/9/2020

LAND

LOT 430 IN DEPOSITED PLAN 1214240
AT WEST WALSEND & OTHERS
LOCAL GOVERNMENT AREA LAKE MACQUARIE
PARISH OF TERALBA COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1214240

FIRST SCHEDULE

IAN JAMES HISSEY (T AK223147)

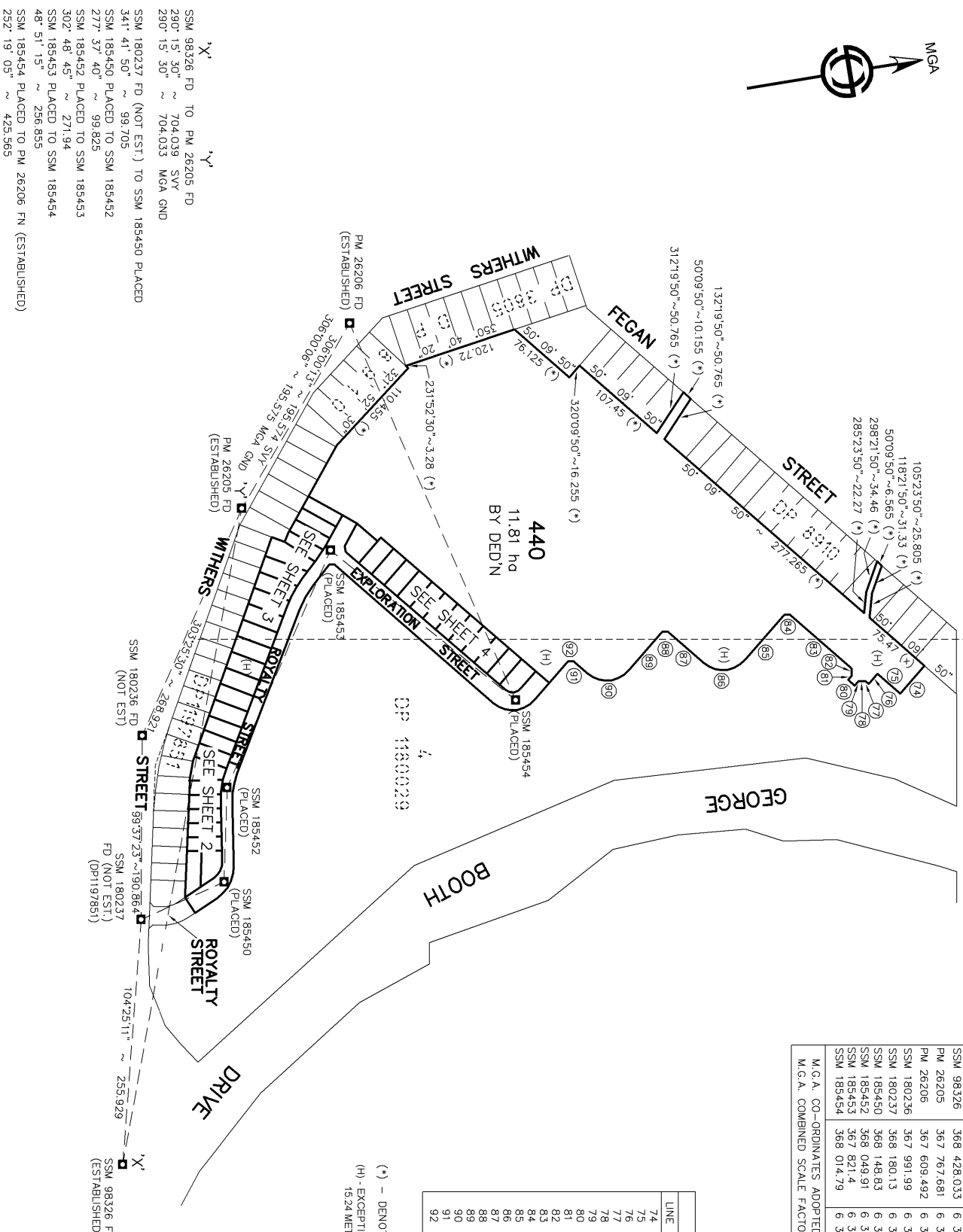
SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 5854339 COVENANT
- 3 DP1197851 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 4 DP1214240 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1214240 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 6 DP1214240 PUBLIC POSITIVE COVENANT
- 7 DP1214240 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (4) IN THE S.88B INSTRUMENT
- 8 DP1214240 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (6) IN THE S.88B INSTRUMENT AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



SURVEYING AND SPATIAL INFORMATION REGULATION 2012 : CLAUSE 35(1)(b) & CLAUSE 61(2)						
MARK	M.G.A. CO-ORDINATES		ZONE	CLASS	ORDER	METHOD
	EASTING	NORTHING				
SSM 98326	368 428.033	6 357 209.981	56	B	2	SCMS
PM 26205	367 767.681	6 357 453.708	56	A	2	SCMS
PM 26206	367 609.492	6 357 568.646	56	B	1	SCMS
SSM 180236	367 991.99	6 357 305.66	56	U	U	SCMS
SSM 180237	368 180.13	6 357 273.74	56	C	U	CLOSED TRAVERSE PLACED
SSM 185450	368 148.83	6 357 368.38	56	C	U	CLOSED TRAVERSE PLACED
SSM 185452	368 049.91	6 357 381.63	56	C	U	CLOSED TRAVERSE PLACED
SSM 185453	367 821.4	6 357 528.96	56	C	U	CLOSED TRAVERSE PLACED
SSM 185454	368 014.79	6 357 697.94	56	C	U	CLOSED TRAVERSE PLACED

M.G.A. CO-ORDINATES ADOPTED FROM SCMS AS AT 7TH SEPTEMBER 2015
M.G.A. COMBINED SCALE FACTOR = 0.999806

SCHEDULE OF SHORT LINES					
LINE	BEARING	DISTANCE	ARC	RADIUS	NOTE
74	140°10'40"	38.975			(*)
75	230°10'45"	31.59			(*)
76	140°10'45"	14			(*)
77	230°10'45"	5			(*)
78	185°10'45"	7.07			(*)
79	140°10'45"	6			(*)
80	230°10'45"	9			(*)
81	320°10'45"	6			(*)
82	275°10'45"	7.78			(*)
83	230°10'45"	85.78			(*)
84	185°10'45"	5.655			(*)
85	140°10'45"	63			(*)
86	185°10'45"	43.135			(*)
87	230°10'45"	49.985			(*)
88	185°10'45"	5.655			(*)
89	140°10'45"	53.97			(*)
90	185°10'45"	43.135			(*)
91	230°10'45"	19.3			(*)
92	185°10'45"	3.655			(*)

(*) - DENOTES BOUNDARY DIMENSION COMPILED FROM DP 1180029
(H) - EXCEPTING LAND BELOW A DEPTH FROM THE SURFACE OF
15.24 METRES - COVENANT 028784

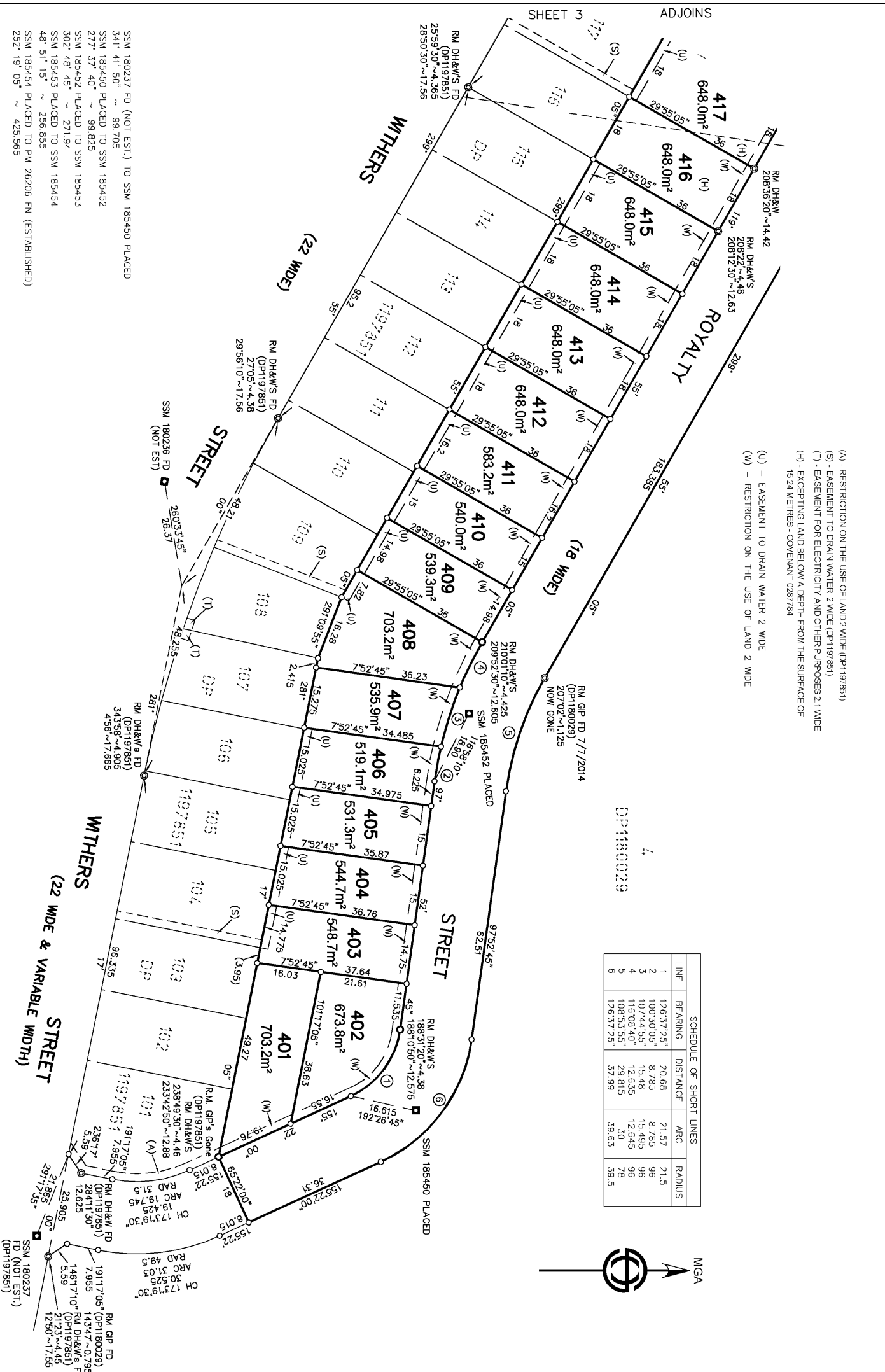
Surveyor: BRIAN JAMES HAMMONDS
RPS AUSTRALIA EAST PTY LTD
Date of Survey: 7-9-2015
Surveyors Ref: 109175-8 STG 4 NEWC

PLAN OF SUBDIVISION OF
LOT 123 IN DP1197851

L.G.A.: LAKE MACQUARIE
Locality: WEST WALSEND &
CAMERON PARK
Subdivision No.: 70/2014



DP1214240 ©

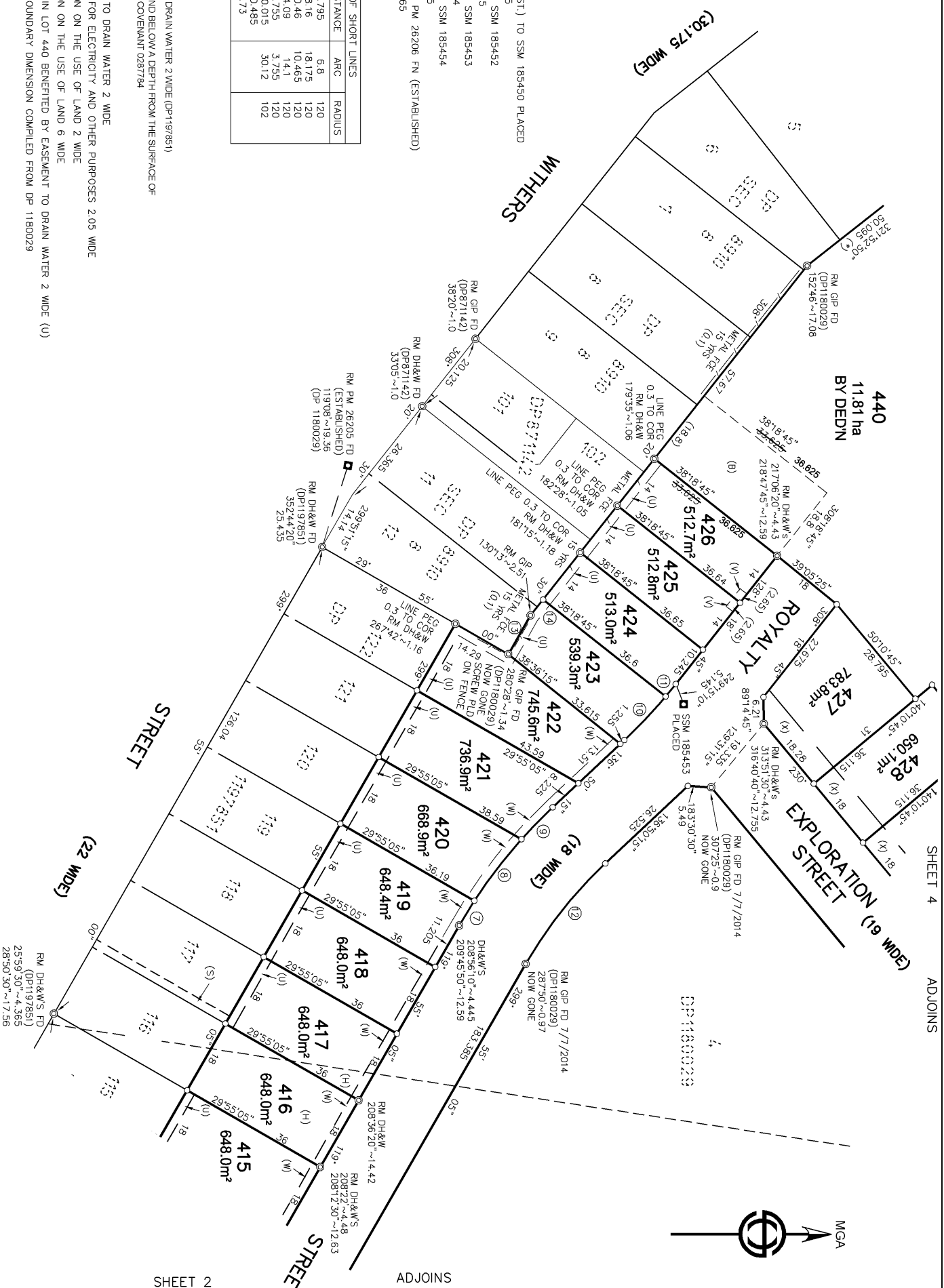


Surveyor: BRIAN JAMES HAMMONDS RPS AUSTRALIA EAST PTY LTD Date of Survey: 7-9-2015 Surveyor's Ref: 109175-8 STG 4 NEWC		PLAN OF SUBDIVISION OF LOT 123 IN DP1197851	
L.G.A.: LAKE MACQUARIE Locality: WEST WALLSEND & CAMERON PARK Subdivision No.: 70/2014 Lengths are in metres. Reduction Ratio 1: 600		Registered 16.11.2015	
DP1214240			

SCHEDULE OF SHORT LINES				
LINE	BEARING	DISTANCE	ARC	RADIUS
7	121.32.25"	6.795	6.8	120
8	127.30.10"	18.16	18.175	120
9	134.20.25"	10.46	10.465	120
10	133.28.20"	14.09	14.1	120
11	129.12.35"	3.755	3.755	120
12	128.22.40"	30.015	30.12	102
13	299.55"	10.485		
14	308°20'30"	4.73		

SSM 180237 PD (NOT EST.) TO SSM 185450 PLACED
341° 41' 50" 99.705
SSM 185450 PLACED TO SSM 185452
277° 37' 40" 99.825
SSM 185452 PLACED TO SSM 185453
302° 48' 45" 271.94
SSM 185453 PLACED TO SSM 185454
48° 51' 15" 256.855
SSM 185454 PLACED TO PM 26206 FN (ESTABLISHED)
262° 19' 05" 425.565

- (S) - EASEMENT TO DRAIN WATER 2 WIDE (DP1197881)
- (H) - EXCEPTING LAND BELOW A DEPTH FROM THE SURFACE OF 15.24 METRES - COVENANT 0287784
- (U) - EASEMENT TO DRAIN WATER 2 WIDE
- (V) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.05 WIDE
- (W) - RESTRICTION ON THE USE OF LAND 2 WIDE
- (X) - RESTRICTION ON THE USE OF LAND 6 WIDE
- (B) - AREA WITHIN LOT 440 BENEFITED BY EASEMENT TO DRAIN WATER 2 WIDE (U)
- (Z) - DENOTES BOUNDARY DIMENSION COMPILED FROM DP 1180029



SHEET 2

ADJOINS

DISTANCE ON NE BOUNDARY OF LOT 426 & DESIGNATED (B) AMENDED VIDE 2016-777 7.7.2016

DISTANCE ON NE BOUNDARY OF LOT 426 & DESIGNATED (B) AMENDED VIDE 2016-777 7.7.2016

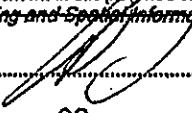


PLAN FORM 6 (2012) WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet (s)

Office Use Only Registered:  16.11.2015 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only DP1214240
PLAN OF SUBDIVISION OF LOT 123 IN DP1197851	LGA: LAKE MACQUARIE Locality: WEST WALLSEND & CAMERON PARK Parish: TERALBA County: NORTHUMBERLAND
Crown Lands NSW / Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	Survey Certificate I, <u>BRIAN JAMES HAMMONDS</u> of <u>RPS AUSTRALIA EAST PTY LTD</u> <u>241 DENISON STREET, BROADMEADOW</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that: * (a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on * (b) The part of the land shown in the plan (*being/* excluding ^ <u>LOT 440</u> was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on <u>7-9-2015</u> the part not surveyed was compiled in accordance with that regulation. * (c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012. Signature:  Dated: <u>7/10/15</u> Surveyor ID: <u>92</u> Datum Line: <u>'X' ~ 'Y'</u> Type: * Urban / * Rural The terrain is * Level-Undulating / * Steep-Mountainous. * Strike through if inapplicable. ^ Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
Subdivision Certificate I, <u>DAVID WILLIAM PAVITT</u> * Authorised Person / * General Manager / * Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out hereon: Signature:  Accreditation number: Consent Authority: <u>Lake Macquarie City Council</u> Date of Endorsement: <u>8 October 2015</u> Subdivision Certificate Number: <u>SC/82/2015</u> File Number: <u>DA/113/2011/A</u> * Strike through if inapplicable.	Plans used in preparation of Survey / Compilation: DP 871142 DP 1000408 DP 1180029 DP 1185817 DP 1197851
Statements of Intention to dedicate public roads, public reserves and drainage reserves. IT IS INTENDED TO DEDICATE ROYALTY STREET & EXPLORATION STREET AS PUBLIC ROAD	Surveyor's Reference: 109175-8 STG4 NEWC
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet (s)

Office Use Only

Office Use Only

Registered :  16.11.2015**PLAN OF SUBDIVISION OF
LOT 123 IN DP1197851****DP1214240**

This sheet is for the provision of the following information as required :

- A schedule of lots and addresses - see 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets .

Subdivision Certificate Number : SC/82/2015Date of Endorsement : 8 October 2015

LOT	STREET			LOCALITY
	NUMBER	NAME	TYPE	
401	3	ROYALTY	STREET	WEST WALLSEND
402	5	ROYALTY	STREET	WEST WALLSEND
403	7	ROYALTY	STREET	WEST WALLSEND
404	9	ROYALTY	STREET	WEST WALLSEND
405	11	ROYALTY	STREET	WEST WALLSEND
406	15	ROYALTY	STREET	WEST WALLSEND
407	17	ROYALTY	STREET	WEST WALLSEND
408	19	ROYALTY	STREET	WEST WALLSEND
409	21	ROYALTY	STREET	WEST WALLSEND
410	23	ROYALTY	STREET	WEST WALLSEND
411	25	ROYALTY	STREET	WEST WALLSEND
412	27	ROYALTY	STREET	WEST WALLSEND
413	29	ROYALTY	STREET	WEST WALLSEND
414	31	ROYALTY	STREET	WEST WALLSEND
415	33	ROYALTY	STREET	WEST WALLSEND
416	35	ROYALTY	STREET	WEST WALLSEND
417	37	ROYALTY	STREET	WEST WALLSEND
418	39	ROYALTY	STREET	WEST WALLSEND
419	41	ROYALTY	STREET	WEST WALLSEND
420	43	ROYALTY	STREET	WEST WALLSEND
421	45	ROYALTY	STREET	WEST WALLSEND
422	47	ROYALTY	STREET	WEST WALLSEND
423	49	ROYALTY	STREET	WEST WALLSEND
424	51	ROYALTY	STREET	WEST WALLSEND
425	53	ROYALTY	STREET	WEST WALLSEND
426	55	ROYALTY	STREET	WEST WALLSEND
427	1	EXPLORATION	STREET	WEST WALLSEND
428	3	EXPLORATION	STREET	WEST WALLSEND
429	5	EXPLORATION	STREET	WEST WALLSEND
430	7	EXPLORATION	STREET	WEST WALLSEND
431	9	EXPLORATION	STREET	WEST WALLSEND
432	11	EXPLORATION	STREET	WEST WALLSEND
433	15	EXPLORATION	STREET	WEST WALLSEND
434	17	EXPLORATION	STREET	WEST WALLSEND
435	19	EXPLORATION	STREET	WEST WALLSEND
436	21	EXPLORATION	STREET	WEST WALLSEND
437	23	EXPLORATION	STREET	WEST WALLSEND
438	25	EXPLORATION	STREET	WEST WALLSEND
439	27	EXPLORATION	STREET	WEST WALLSEND
440	—	—	—	WEST WALLSEND

Surveyor's Reference : 109175-8 STG4 NEWC

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet (s)

Office Use Only

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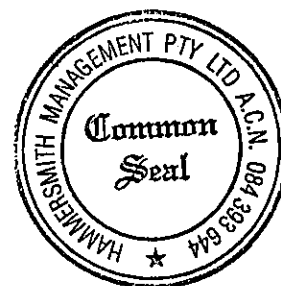
Registered:  16.11.2015PLAN OF SUBDIVISION OF
LOT 123 IN DP1197851**DP1214240**

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - see 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate Number : SC/82/2015Date of Endorsement : 8 October 2015PURSUANT TO SECTION 88B AND 88E OF THE CONVEYANCING ACT 1919 IT IS
INTENDED TO CREATE :

1. EASEMENT TO DRAIN WATER 2 WIDE (U)
2. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.05 WIDE (V)
3. PUBLIC POSITIVE COVENANT
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND 2 WIDE (W)
6. RESTRICTION ON THE USE OF LAND 6 WIDE (X)



HAMMERSMITH MANAGEMENT PTY LIMITED


 DAMIAN ROCHE
 DIRECTOR


 IAN CRAIGHILL
 SECRETARY

Surveyor's Reference: 109175-8 STG4 NEWC

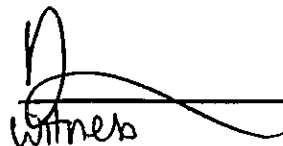
DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Office Use Only		Office Use Only	
Registered :  16.11.2015		DP1214240	
PLAN OF SUBDIVISION OF LOT 123 IN DP1197851			
Subdivision Certificate Number : <u>SC/82/2015</u> Date of Endorsement : <u>8 October 2015</u>		This sheet is for the provision of the following information as required : • A schedule of lots and addresses - see 60(c) <i>SSI Regulation 2012</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals - see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets .	

NATIONAL AUSTRALIA BANK

Signed on behalf of National Australia Bank Limited by its attorney under power of attorney registered book 4579 number 54 in the presence of:


Witness

David Hadley Morgan
77 Castlereagh Street, Sydney
AUSGRID


Attorney
CHRISTOPHER FANNING
Print name

SIGNED SEALED AND DELIVERED
for and on behalf of Ausgrid
by..... Michael McHugh
its duly constituted Attorney
pursuant to Power of Attorney
registered
Book 469 No. 331

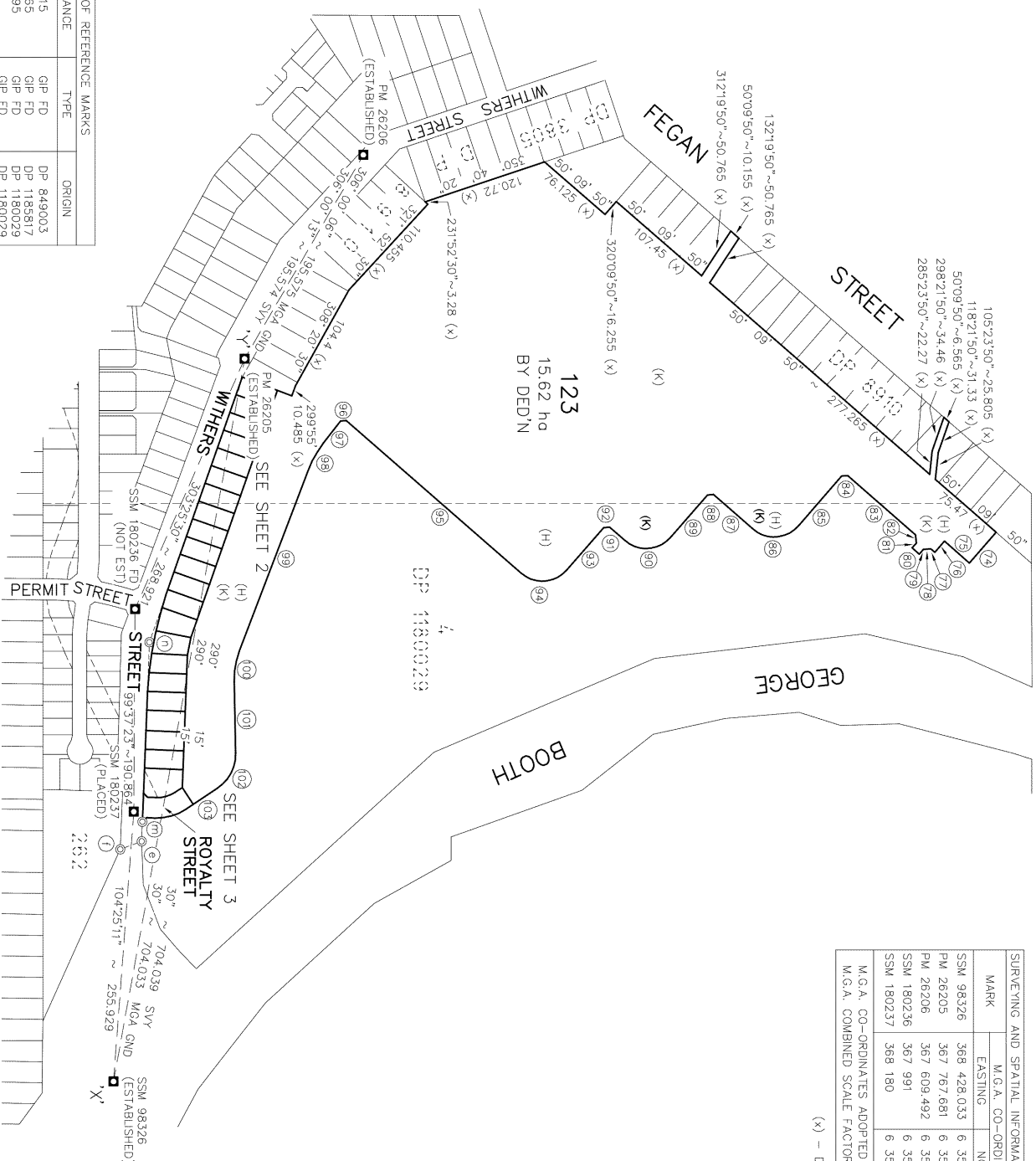

Attorney

Witness

Surveyor's Reference : 109175-8 STG4 NEWC



SCHEDULE OF REFERENCE MARKS			
MARK	BEARING	DISTANCE	ORIGIN
e	111°17'00"	0.915	GIP FD DP 849003
f	124°37'15"	1.665	GIP FD DP 1185817
m	143°47'00"	0.795	GIP FD DP 1180029
n	315°01'00"	1.5	GIP FD DP 1180029



SURVEYING AND SPATIAL INFORMATION REGULATION 2012 : CLAUSE 35(1)(b) & CLAUSE 61(2)						
MARK	M.G.A. CO-ORDINATES		ZONE	CLASS	ORDER	METHOD
	EASTING	NORTHING				
SSM 98326	368 428 033	6 357 209 961	56	B	2	SCIMS
PM 26205	367 767 661	6 357 453 708	56	B	2	SCIMS
PM 26206	367 609 492	6 357 568 646	56	A	1	SCIMS
SSM 180236	367 991	6 357 305	56	U	U	CLOSED TRAVERSE FOUND
SSM 180237	368 180	6 357 273	56	U	U	CLOSED TRAVERSE PLACED

M.G.A. CO-ORDINATES ADOPTED FROM SCIMS AS AT 17TH JUNE 2014
M.G.A. COMBINED SCALE FACTOR = 0.999806

(x) - DENOTES BOUNDARY DIMENSION COMPILED FROM DP 1185817

SCHEDULE OF SHORT LINES				
LINE	BEARING	DISTANCE	ARC	RADIUS
74	140°01'40"	38.975		(x)
75	230°10'45"	31.59		(x)
76	140°10'45"	14		(x)
77	230°10'45"	5		(x)
78	185°10'45"	7.07		(x)
79	140°10'45"	6		(x)
80	230°10'45"	9		(x)
81	320°10'45"	6		(x)
82	275°10'45"	7.78		(x)
83	230°10'45"	85.76		(x)
84	185°10'45"	5.655		(x)
85	140°10'45"	63.135		(x)
86	185°10'45"	43.135		(x)
87	230°10'45"	49.985		(x)
88	185°10'45"	5.655		(x)
89	140°10'45"	53.73		(x)
90	185°10'45"	43.135		(x)
91	230°10'45"	19.5		(x)
92	185°10'45"	5.655		(x)
93	140°10'45"	43.135		(x)
94	185°10'45"	5.373		(x)
95	230°10'45"	220.96		(x)
96	183°30'30"	5.49		(x)
97	136°50'15"	26.525		(x)
98	128°22'40"	30.015		(x)
99	119°55'05"	183.385		(x)
100	108°53'55"	29.815		(x)
101	97°52'45"	62.51		(x)
102	126°37'25"	37.99		(x)
103	155°22'	36.27		(x)

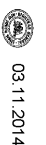
(H)-EXCEPTING LAND BELOW A DEPTH FROM THE SURFACE OF 15.24 METRES
- COVENANT 0287784
(X)-COVENANT 5854339

DRIVE

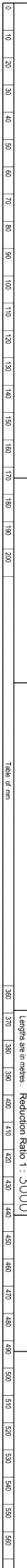
Surveyor: DAREN SCOTT ROBSON
RPS AUSTRALIA EAST PTY LTD
Date of Survey: 19TH JUNE 2014
Surveyor's Ref.: 109175-8 STG 1 NEWC

PLAN OF SUBDIVISION OF
LOT 378 IN DP 1185817

L.G.A.: LAKE MACQUARIE
Locality: WEST WALLSEND &
CAMERON PARK
Subdivision No.: 70/2014



DP1197851



SCHEDULE OF SHORT LINES				
LINE	BEARING	DISTANCE	ARC	RADIUS
6	110°47'00"	21.78	21.785	294
7	115°09'35"	23.12	23.125	294
8	118°39'40"	12.805	12.805	294

[illegible]

DP1197851

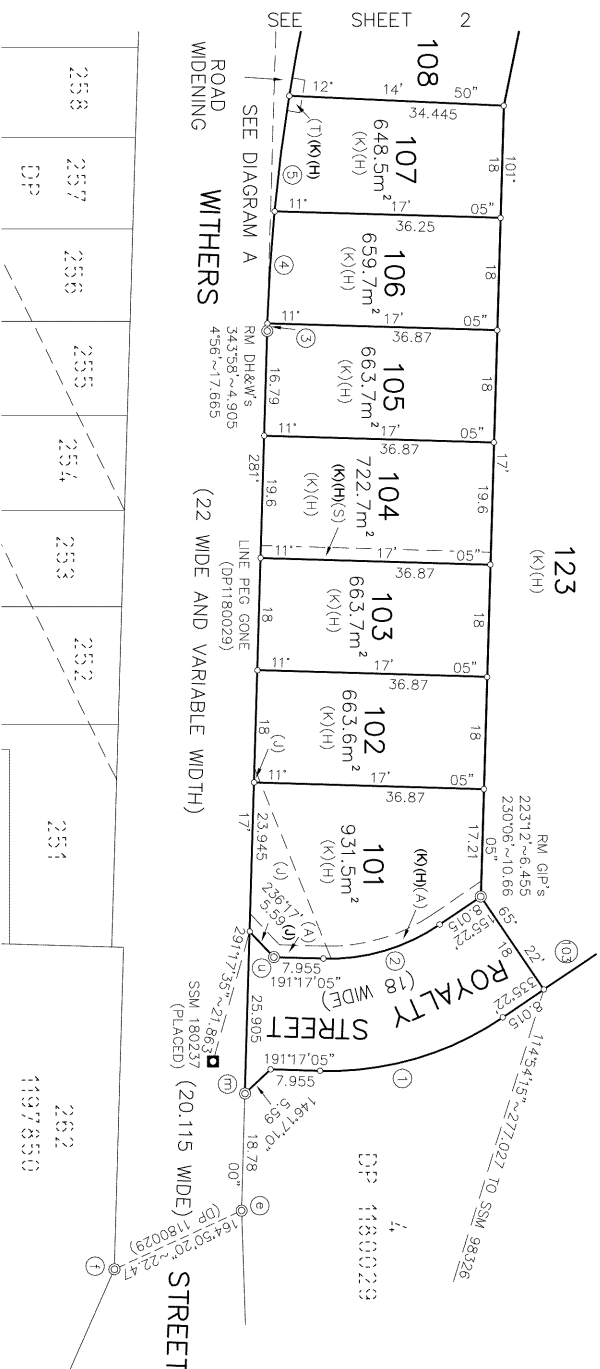
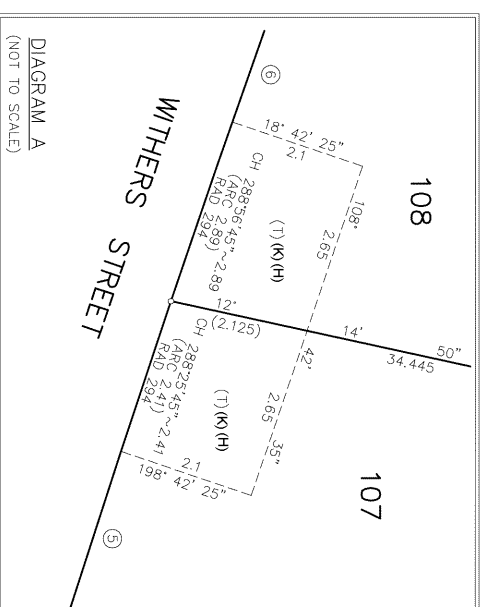
SCHEDULE OF REFERENCE MARKS			
MARK	BEARING	DISTANCE	TYPE
e	111°17'00"	0.915	GP FD
f	124°37'15"	1.665	GP FD
m	143°47'00"	0.795	GP FD
u	284°11'30"	12.625	RM DH&W

- (A) - RESTRICTION ON THE USE OF LAND 2 WIDE
(S) - EASEMENT TO DRAIN WATER 2 WIDE
(T) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.1 WIDE

- (H) - EXCEPTING LAND BELOW A DEPTH FROM THE SURFACE OF 15.24 METRES
(J) - LAND EXCLUDES MINERALS (S 141 PUBLIC WORKS ACT)
(K) - COVENANT 5854339

SCHEDULE OF SHORT LINES			
LINE	BEARING	DISTANCE	RADIUS
1	173°19'30"	30.525	31.03
2	353°19'30"	19.425	19.745
3	101°23'35"	1.21	1.21
4	103°16'00"	18.01	18.015
5	106°50'30"	18.665	18.67
6	110°47'00"	21.78	21.785
103	155°22'00"	36.27(x)	294

(x) - DENOTES BOUNDARY DIMENSION COMPILED FROM DP 1185817



258	257	256	255	254	253	252	251
DP							

Surveyor: DAREN SCOTT ROBSON
RPS AUSTRALIA EAST PTY LTD
Date of Survey: 19TH JUNE 2014
Surveyor's Ref.: 109175-8 STG 1 NEWC

PLAN OF SUBDIVISION OF
LOT 378 IN DP 1185817

LGA: LAKE MACQUARIE
Locality: WEST WALLSEND &
CAMERON PARK
Subdivision No.: 70/2014



DP1197851

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet (s)

Office Use Only

Registered :  03.11.2014

Title System : TORRENS

Purpose : SUBDIVISION

Office Use Only

DP1197851

**PLAN OF SUBDIVISION OF
LOT 378 IN DP 1185817**

LGA : LAKE MACQUARIE

Locality : WEST WALLSEND & CAMERON PARK

Parish : TERALBA

County : NORTHUMBERLAND

Crown Lands NSW / Western Lands Office Approval

I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature :

Date :

File Number :

Office :

Survey Certificate

I, DAREN SCOTT ROBSON.....

of RPS AUSTRALIA EAST PTY LTD.....

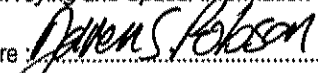
241 DENISON STREET, BROADMEADOW

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

* (a) The land shown in the plan was surveyed in accordance with the ~~Surveying and Spatial Information Regulation 2012~~, is accurate and the survey was completed on

* (b) The part of the land shown in the plan (* being / * excluding ^ LOT 123) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 19TH JUNE 2014, the part not surveyed was compiled in accordance with that regulation.

* (c) The land shown in this plan was compiled in accordance with the ~~Surveying and Spatial Information Regulation 2012~~.

Signature :  Dated : 02-09-14.

Surveyor ID : 8187

Datum Line : 'X' ~ 'Y'

Type : * Urban / * Rural

The terrain is * Level-Undulating / * Steep-Mountainous.

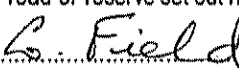
* Strike through if inapplicable.

^ Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Subdivision Certificate

I, Greg Field.....

* Authorised Person / * General Manager / * Accredited Certifier, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature : 

Accreditation number :

Consent Authority : Lake Macquarie City Council

Date of Endorsement : 10 September 2014

Subdivision Certificate Number : 70/2014

File Number : DA/113/2011/A

* Strike through if inapplicable.

Statements of intention to dedicate public roads, public reserves and drainage reserves.

IT IS INTENDED TO DEDICATE ROYALTY STREET AND ROAD WIDENING TO THE PUBLIC AS ROAD

Plans used in preparation of Survey / Compilation

DP 871142

DP 1000408

DP 1180029

DP 1185817

Signatures, Seals and Section 88B Statements should appear on
PLAN FORM 6A

Surveyor's Reference : 109175-8 STG1 NEWC

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Office Use Only

Registered :  03.11.2014

Office Use Only

DP1197851

**PLAN OF SUBDIVISION OF
LOT 378 IN DP 1185817**

This sheet is for the provision of the following information as required :

- A schedule of lots and addresses - see 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets .

Subdivision Certificate Number : 70/2014
 Date of Endorsement : 10 September 2014

LOT	STREET			LOCALITY
	NUMBER	NAME	TYPE	
101	145	WITHERS	STREET	WEST WALLSEND
102	143	WITHERS	STREET	WEST WALLSEND
103	141	WITHERS	STREET	WEST WALLSEND
104	139	WITHERS	STREET	WEST WALLSEND
105	137	WITHERS	STREET	WEST WALLSEND
106	135	WITHERS	STREET	WEST WALLSEND
107	133	WITHERS	STREET	WEST WALLSEND
108	131	WITHERS	STREET	WEST WALLSEND
109	129	WITHERS	STREET	WEST WALLSEND
110	127	WITHERS	STREET	WEST WALLSEND
111	125	WITHERS	STREET	WEST WALLSEND
112	123	WITHERS	STREET	WEST WALLSEND
113	121	WITHERS	STREET	WEST WALLSEND
114	119	WITHERS	STREET	WEST WALLSEND
115	117	WITHERS	STREET	WEST WALLSEND
116	115	WITHERS	STREET	WEST WALLSEND
117	113	WITHERS	STREET	WEST WALLSEND
118	111	WITHERS	STREET	WEST WALLSEND
119	109	WITHERS	STREET	WEST WALLSEND
120	107	WITHERS	STREET	WEST WALLSEND
121	105	WITHERS	STREET	WEST WALLSEND
122	103	WITHERS	STREET	WEST WALLSEND
123	—	—	—	WEST WALLSEND

PURSUANT TO SECTION 88B AND 88E OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE :

1. EASEMENT TO DRAIN WATER 2 WIDE (S)
2. PUBLIC POSITIVE COVENANT
3. RESTRICTION ON THE USE OF LAND
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND 2 WIDE (A)
6. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.1 WIDE (T)

Surveyor's Reference : 109175-8 STG1 NEWC

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Office Use Only

Registered :  03.11.2014

Office Use Only

DP1197851

PLAN OF SUBDIVISION OF
LOT 378 IN DP 1185817

This sheet is for the provision of the following information as required :

- A schedule of lots and addresses - see 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets .

Subdivision Certificate Number : 70/2014
Date of Endorsement : 10 September 2014

HAMMERSMITH MANAGEMENT PTY LIMITED
ACN 084 393 644


DANTON ROCHE
DIRECTOR


Dominic Roche
Director

AUSGRID

SIGNED SEALED AND DELIVERED

for and on behalf of Ausgrid

by TREVOR MARK ARMSTRONG

its duly constituted Attorney

pursuant to Power of Attorney

registered

Book 661 No. 629


Attorney

Witness
KYLA STAHL

Surveyor's Reference : 109175-8 STG1 NEWC

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet (s)

Office Use Only

Registered :  03.11.2014

Office Use Only

DP1197851

**PLAN OF SUBDIVISION OF
LOT 378 IN DP 1185817**

This sheet is for the provision of the following information as required :

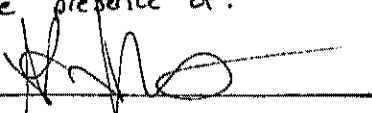
- A schedule of lots and addresses - see 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets .

Subdivision Certificate Number : 70/2014
Date of Endorsement : 10 September 2014

NATIONAL AUSTRALIA BANK

Signed on behalf of
NATIONAL AUSTRALIA BANK LIMITED
by it attorney under power of
attorney registered book 4579 No 54
in the presence of:

Witness



Alison Antony

Print Name

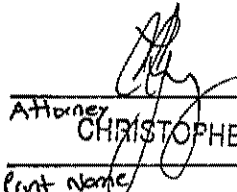
Gadens

77 Castlereagh Street

Print Address

Sydney NSW 2000

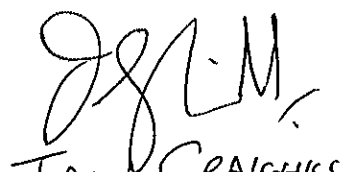
Attorney


CHRISTOPHER FANNING

Print Name



DIAMIAN ROCHE
DIRECTOR


IAN CRAIGHERO
SECRETARY

Surveyor's Reference: 109175-8 STG1 NEWC

Form: 97-01T
Licence: 026CN/0526/96

TRANSFER including C

5854339R

New South Wales
Real Property Act 1900



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

Office of State Revenue use only

00.24

10/460434200 70 6015 665052

N.S.W. STAMP DUTY

(A) LAND TRANSFERRED

Show no more than 20 titles.
If appropriate, specify the
share or part transferred.

Folio Identifiers 103/1000408 and 105/1000408

(B) LODGED BY

LTO Box	Name, Address or DX and Telephone
	CORRS CHAMBERS WESTGARTH DX 133 SYDNEY 898S 3346914 Jmf. REFERENCE (15 character maximum): JMF/S/822626/01

(C) TRANSFEROR THE BROKEN HILL PROPRIETARY COMPANY LIMITED ACN 004 028 077

(D) acknowledges receipt of the consideration of \$1,535,000

and as regards the land specified above transfers to the transferee an estate in fee simple and the Transferee covenants with the Transferor as set out in **Annexure "A"**.

(E) Encumbrances (if applicable) 1. 2. 3.

(F) TRANSFEE

T TS (s713 LGA) TW (Sheriff)	HAMMERSMITH MANAGEMENT PTY LTD ACN 084 393 644 TENANCY:
--	---

(G)

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

DATE

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

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address of Witness

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

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address of Witness

THE COMMON SEAL
OF THE BROKEN HILL
PROPRIETARY COMPANY
LIMITED (ACN 004 028
077) was hereunto
affixed by authority of
the Board of Directors

Signature of Transferor Director
R J McNEILLY
Secretary
R V TAYLOR

Signature of Transferee's solicitor
MARK JOHN LAMB

NB: 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 BETWEEN THE
BROKEN HILL PROPRIETARY COMPANY LIMITED ACN 004 028 077 (AS
TRANSFEROR) AND HAMMERSMITH MANAGEMENT PTY LIMITED ACN 084 393
644 (AS TRANSFEREE) IN RESPECT OF THE SALE OF LOTS 103 AND 105 IN
DEPOSITED PLAN 1000408**

The Transferee covenants with the Transferor so as to bind the Transferee, its personal representatives and assigns and any successive owners (and their successors and assigns) that:

During the ownership of any adjoining land by the Transferor, no fence shall be erected on any boundary of the Land Transferred to divide it from any adjoining land unless such fence be erected at the sole expense of the owner of the Land Transferred, in which case consent shall be deemed to be have been given by the Transferor.

AND IT IS AGREED AND DECLARED THAT:

- 1 the Land to which the benefit of the above covenant is intended to be appurtenant is each and every lot adjoining the Land Transferred and of which the Transferor is the registered proprietor on the date of this transfer;
- 2 the Land which is burdened by the above covenant is the Land Transferred; and
- 3 the person who may release vary or modify the above covenant is the Transferor (its successors or administration).

THE COMMON SEAL of)
THE BROKEN HILL PROPRIETARY)
COMPANY LIMITED (ACN 004 028 077))
was hereunto affixed by authority of the)
Board of Directors.)

.....
Secretary/Director

.....
Name of Secretary/Director (print)

.....
Director

.....
Name of Director (print)



McNeill

ePlan

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

LENGTHS ARE IN METRES

(Sheet 1 of 6 Sheets)

Plan: DP1197851

Subdivision of Lot 378 in DP1185817
 covered by Subdivision Certificate
 No. 70/2014

Full name and address of Proprietors of Land

Hammersmith Management Pty Limited
(A.C.N. 084 393 644)
 of 365 New South Head Road
 Double Bay. 2028

Full Name and Address of Mortgagee of Land:

National Australia Bank Limited
 of 255 George Street,
 Sydney. 2000

PART 1 (CREATION)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 2 wide (S)	Lot 117 Lot 109 Lot 104	Lot 123 Lot 123 Lot 123
2	Public Positive Covenant	Lots 101 to 122 inclusive	Lake Macquarie City Council
3	Restriction on the Use of Land	Lots 101 to 122 inclusive	Every other Lot
4	Restriction on the Use of Land	Lots 101 to 122 inclusive	Lake Macquarie City Council
5	Restriction on the Use of Land 2 wide (A)	Pt 101	Lake Macquarie City Council
6	Easement for Electricity and other Purposes 2.1 wide (T)	Lot 107 Lot 108	Ausgrid ABN 67 505 337 385

PART 2

1. **Terms of the public positive covenant secondly referred to in the abovementioned plan – 88E**
 - (a) All building works and specified fencing shall be designed and constructed in accordance with the guidelines contained in the "Heritage and Urban Design Guidelines" prepared by RobertsDay dated June 2012.
 - (b) The landowner shall plant and maintain landscaping in accordance with the guidelines contained in the "Heritage and Urban Design Guidelines" prepared by RobertsDay dated June 2012

ePlan

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

LENGTHS ARE IN METRES

(Sheet 2 of 6 Sheets)

Plan: DP1197851

Subdivision of Lot 378 in DP1185817
covered by Subdivision Certificate
No. *70/2014*

2. Terms of the restriction on the use of land thirdly referred to in the abovementioned plan

- (a) Except where dual occupancy villa homes, cluster housing or unit development is approved by Lake Macquarie City Council:
 - (i) Not more than one main building may be erected; and
 - (ii) No main building may have an area (within the external walls of the building and excluding verandahs and garages) of less than 150 square metres.
- (b) No garage or outbuilding may be erected except until after or concurrently with the erection of the main building and no garage or outbuilding larger than 9 square metres may be erected unless, it is finished in the same materials as the main building.
- (c) No building may be erected with the external wall or walls of materials other than brick, stone, concrete, glass, timber, aluminium or fibrous cement or any combination thereof provided that:
 - (i) timber and aluminium may not be used on external walls other than as the combined proportion of timber and aluminium so used in relation to the total external wall area may not exceed 25 per cent thereof;
 - (ii) fibrous cement may not be used on external walls except as infill panels in conjunction with all or any of the other materials hereinbefore specified or as gable ends so long as the proportion of fibrous cement so used in relation to the total external wall area may not exceed 25 per cent thereof; and
 - (iii) nothing shall preclude or prohibit external walls constructed of:
 - (A) timber or other materials with an external brick face or veneer; or
 - (B) fibrous cement over which is coated a cement render or an applied finish.
- (d) No building may be erected having a roof of tin, iron, steel or aluminium or any combination thereof unless such is coated by a colour bond process or similar factory painted finish in a non-reflective colour.
- (e) Solar panels affixed to the exterior of any building which is visible from any street or public walkway must be designed and installed so as not to dominate the appearance of the building.
- (f) No clothes drying apparatus may be erected which is visible from any street or public walkway.

ePlan

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

LENGTHS ARE IN METRES

(Sheet 3 of 6 Sheets)

Plan: DP1197851

Subdivision of Lot 378 in DP1185817
covered by Subdivision Certificate
No. *70/2014*

- (g) No building may be occupied unless the area between the front of the main building and the front boundary of the lot is fully landscaped.
- (h) No boat, trailer, caravan or motor vehicle with a tonnage equal to or greater than 5 tonnes is permitted unless garaged or otherwise screened from public view.
- (i) No water storage tank may be installed unless it is:
 - (i) not visible from any street or public walkway;
 - (ii) fitted under the eaves of the main building in a colour matching it; and
 - (iii) located no closer than 0.9 metres from any shared boundary.
- (j) No air-conditioning condenser may be installed unless it is pad mounted on the ground level or wall-mounted below the eaves of the main building at a height that is not visible from any street or public walkway.
- (k) Subject to the Public Positive Covenant numbered 2 in the Plan, no side or rear fence may be erected unless it is of at least of a standard of colorbond construction and is of a height of not more than 1.8 metres above the natural ground level of the major portion of the lot.
- (l) Fencing forward of the building line is to be in accordance with the requirements of the Public Positive Covenant numbered 2 in the Plan.
- (m) For the benefit of any adjoining land owned by Hammersmith Management Pty Limited but only during the ownership thereof by Hammersmith Management Pty Limited, its successors in title or assigns other than purchasers on sale, no fence may be erected on any lot to divide the same from such adjoining land without the consent of Hammersmith Management Pty Limited but such consent may not be withheld if such fence is erected without expense to Hammersmith Management Pty Limited.

3. Terms of the restriction on the use of land fourthly referred to in the abovementioned plan

- (a) Any dwelling constructed on the burdened lots must have suitable treatments designed and installed to achieve internal comfort levels and building siting in accordance with AS2107:2000 Recommended Sound Level and Reverberation Times for Building Interiors and AS3671:1989 Road Traffic Noise Intrusion Building Siting and Construction. All noise attenuation shall be generally in accordance with the Acoustic Report No. 29N-11-0075-TRP-470930-1 dated May 2012, prepared by Vipac.

4. Terms of the restriction on the use of land fifthly referred to in the abovementioned plan

The area marked in the plan (A) shall be managed as an Asset Protection Zone (APZ).

5. Terms of the easement sixthly referred to in the abovementioned plan

ePlan

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

LENGTHS ARE IN METRES

(Sheet 4 of 6 Sheets)

Plan: DP1197851

Subdivision of Lot 378 in DP1185817
covered by Subdivision Certificate
No. 70/2014

An easement is created on the terms and conditions set out in memorandum registered number AG823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

Name of the person or authority empowered to release, vary or modify the easement, public positive covenant or restriction numbered 1, 2, and 4 in the Plan

Lake Macquarie City Council

Name of person or authority empowered to release, vary or modify the restriction numbered 3 in the Plan

Hammersmith Management Pty Limited its successors in title or assigns for such time as it remains the registered proprietor of any lot or lots in the said plan or in Deposited Plan 1000408 or any lots into which any of such may subsequently be subdivided or consolidated with other land and thereafter by the person or persons in whom the legal estate in fee simple is for the time being vested in any lots in the plan (other than public areas) having a common boundary with the lot burdened PROVIDED that any release variation or modification shall, if approved, be effected in all respects at the cost and expense of the person or persons requesting the release, variation or modification.

Name of the person or authority empowered to release, vary or modify the easement, or restriction numbered 5 in the Plan

Ausgrid

**EXECUTED by HAMMERSMITH
MANAGEMENT PTY LIMITED
(A.C.N. 084 393 644)**



Director

DAMIAN ROCHE


Director / Secretary
DAMIAN ROCHE

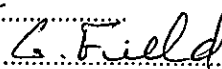
For and on behalf of Lake Macquarie City Council



Lake Macquarie City Council
Approved 88B Instrument for

SUBDIVISION CERTIFICATE

Sc. 70 / 2014

Authorised Person: 

Date: 10 / 9 / 14

ePlan

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

LENGTHS ARE IN METRES

(Sheet 5 of 6 Sheets)

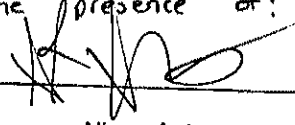
Plan: **DP1197851**

Subdivision of Lot 378 in DP1185817
covered by Subdivision Certificate
No. *70/2014*.

National Australia Bank Limited

Signed on behalf of
NATIONAL AUSTRALIA BANK LIMITED
by its attorney under Power of
Attorney registered book 4579 No 54
in the presence of:

Witness


Alison Antony

Print Name

Gadens

77 Castlereagh Street

Sydney NSW 2000

Print Address


Attorney

Print Name

CHRISTOPHER
FANNING

ePlan

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

LENGTHS ARE IN METRES

(Sheet 6 of 6 Sheets)

Plan: **DP1197851**

Subdivision of Lot 378 in DP1185817
covered by Subdivision Certificate
No. *70/2014*.

EXECUTED for and on behalf of **AUSGRID ABN**
67 505 337 385 by

TREVOR MARK ARMSTRONG

its duly constituted Attorney pursuant to Power
of Attorney registered

Book ~~4528~~ No. ~~404~~ in the presence of:

Witness

KYLA STAHL

Name of Witness (please print)

570 George Street,
Sydney, NSW, 2000

Address of Witness

Attorney

REGISTERED



03.11.2014

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

LENGTHS ARE IN METRES

(Sheet 1 of 9 Sheets)

Plan: **DP1214240**

Subdivision of Lot 123 in DP1197851
 covered by Subdivision Certificate
 No. *SC/82/2015*
 Dated: 8 October 2015

**Full name and address of
 Proprietors of Land**

Hammersmith Management Pty Limited
(A.C.N. 084 393 644)
 of 365 New South Head Road
 Double Bay. 2028

**Full Name and Address of Mortgagee
 of Land:**

National Australia Bank Limited
 of 255 George Street,
 Sydney. 2000

PART 1 (CREATION)

Number of item shown in the Intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 2 wide (U)	Lot 403 Lot 404 Lot 405 Lot 406 Lot 408 Lot 409 Lot 410 Lot 411 Lot 412 Lot 413 Lot 414 Lot 415 Lot 417	Lots 404 to 407 inclusive Lots 405 to 407 inclusive Lots 406 to 407 inclusive Lot 407 Lots 409 to 416 inclusive Lots 410 to 416 inclusive Lots 411 to 416 inclusive Lots 412 to 416 inclusive Lots 413 to 416 inclusive Lots 414 to 416 inclusive Lots 415 to 416 inclusive Lot 416 Lots 418 to 426 inclusive and that area labelled "B" in Lot 440



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

LENGTHS ARE IN METRES

(Sheet 2 of 9 Sheets)

Plan: **DP1214240**

Subdivision of Lot 123 in DP1197851
 covered by Subdivision Certificate
 No. *SC/82/2015*
 Dated: 8 October 2015

1	Easement to Drain Water 2 wide (U)	Lot 418	Lots 419 to 426 inclusive and that area labelled "B" in Lot 440
		Lot 419	Lots 420 to 426 inclusive and that area labelled "B" in Lot 440
		Lot 420	Lots 421 to 426 inclusive and that area labelled "B" in Lot 440
		Lot 421	Lots 422 to 426 inclusive and the area "B" in Lot 440
		Lot 422	Lots 423 to 426 inclusive and that area labelled "B" in Lot 440
		Lot 423	Lots 424 to 426 inclusive and that area labelled "B" in Lot 440
		Lot 424	Lots 425 to 426 inclusive and that area labelled "B" in Lot 440
		Lot 425	Lot 426 and that area labelled "B" in Lot 440
		Lot 426	that area labelled "B" in Lot 440
		Lot 440	Lots 428 to 435 inclusive and Lots 436 to 439 inclusive
		Lot 429	Lot 428
		Lot 430	Lots 428 to 429 inclusive and Lots 431 to 435 inclusive
		Lot 431	Lots 432 to 435 inclusive



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

LENGTHS ARE IN METRES

(Sheet 3 of 9 Sheets)

Plan: **DP1214240**

Subdivision of Lot 123 in DP1197851
 covered by Subdivision Certificate
 No. **SC/82/2015**
 Dated: 8 October 2015

1	Easement to Drain Water 2 wide (U)	Lot 432 Lot 433 Lot 434 Lot 436 Lot 437 Lot 438	Lots 433 to 435 inclusive Lots 434 to 435 inclusive Lot 435 Lots 437 to 439 inclusive Lots 438 to 439 inclusive Lot 439
2	Easement for Electricity and Other Purposes 2.05 wide (V)	Lots 425 and 426 inclusive	Ausgrid ABN 67 505 337 385
3	Public Positive Covenant	Lots 401 to 439 inclusive	Lake Macquarie City Council
4	Restriction on the Use of Land	Lots 401 to 439 inclusive	Every other Lot
5	Restriction on the Use of Land 2 wide (W)	¶ Lots 401 to 422 inclusive and Lot 439	Lake Macquarie City Council
6	Restriction on the Use of Land 6 wide (X)	¶ Lots 427 to 439 inclusive	Lake Macquarie City Council

PART 2

2. Terms of the easement, secondly referred to in the abovementioned plan

An easement is created on the terms and conditions set out in memorandum registered number AG823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

3. Terms of the public positive covenant thirdly referred to in the abovementioned plan – 88E

- (a) All building works and specified fencing shall be designed and constructed in accordance with the guidelines contained in the "Heritage and Urban Design Guidelines" prepared by RobertsDay dated June 2012.
- (b) The landowner shall plant and maintain landscaping in accordance with the guidelines contained in the "Heritage and Urban Design Guidelines" prepared by RobertsDay dated June 2012

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

LENGTHS ARE IN METRES

(Sheet 4 of 9 Sheets)

Plan: **DP1214240**

Subdivision of Lot 123 in DP1197851
covered by Subdivision Certificate
No. *SC/82/2015*
Dated: 8 October 2015

4. Terms of the restriction on the use of land fourthly referred to in the abovementioned plan

- (a) Except where dual occupancy villa homes, cluster housing or unit development is approved by Lake Macquarie City Council:
 - (i) Not more than one main building may be erected; and
 - (ii) No main building may have an area (within the external walls of the building and excluding verandahs and garages) of less than 130 square metres.
- (b) No garage or outbuilding may be erected except until after or concurrently with the erection of the main building and no garage or outbuilding larger than 9 square metres may be erected unless, it is finished in the same materials as the main building.
- (c) No building may be erected with the external wall or walls of materials other than brick, stone, concrete, glass, timber, aluminium or fibrous cement or any combination thereof provided that:
 - (i) timber and aluminium may not be used on external walls other than as the combined proportion of timber and aluminium so used in relation to the total external wall area may not exceed 25 per cent thereof;
 - (ii) fibrous cement may not be used on external walls except as infill panels in conjunction with all or any of the other materials hereinbefore specified or as gable ends so long as the proportion of fibrous cement so used in relation to the total external wall area may not exceed 25 per cent thereof; and
 - (iii) nothing shall preclude or prohibit external walls constructed of:
 - (A) timber or other materials with an external brick face or veneer; or
 - (B) fibrous cement over which is coated a cement render or an applied finish.
- (d) No building may be erected having a roof of tin, iron, steel or aluminium or any combination thereof unless such is coated by a colour bond process or similar factory painted finish in a non-reflective colour.
- (e) Solar panels affixed to the exterior of any building which is visible from any street or public walkway must be designed and installed so as not to dominate the appearance of the building.
- (f) No clothes drying apparatus may be erected which is visible from any street or public walkway.



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

LENGTHS ARE IN METRES

(Sheet 5 of 9 Sheets)

Plan: DP1214240

Subdivision of Lot 123 in DP1197851
covered by Subdivision Certificate
No. SC/82/2015
Dated: 8 October 2015

- (g) No building may be occupied unless the area between the front of the main building and the front boundary of the lot is fully landscaped.
- (h) No boat, trailer, caravan or motor vehicle with a tonnage equal to or greater than 5 tonnes is permitted unless garaged or otherwise screened from public view.
- (i) No water storage tank may be installed unless it is:
 - (i) not visible from any street or public walkway;
 - (ii) fitted under the eaves of the main building in a colour matching it; and
 - (iii) located no closer than 0.9 metres from any shared boundary.
- (j) No air-conditioning condenser may be installed unless it is pad mounted on the ground level or wall-mounted below the eaves of the main building at a height that is not visible from any street or public walkway.
- (k) Subject to the Public Positive Covenant numbered 3 in the Plan, no side or rear fence may be erected unless it is of at least of a standard of colorbond construction and is of a height of not more than 1.8 metres above the natural ground level of the major portion of the lot.
- (l) Fencing forward of the building line is to be in accordance with the requirements of the Public Positive Covenant numbered 3 in the Plan.
- (m) For the benefit of any adjoining land owned by Hammersmith Management Pty Limited but only during the ownership thereof by Hammersmith Management Pty Limited, its successors in title or assigns other than purchasers on sale, no fence may be erected on any lot to divide the same from such adjoining land without the consent of Hammersmith Management Pty Limited but such consent may not be withheld if such fence is erected without expense to Hammersmith Management Pty Limited.

5. Terms of the restriction on the use of land fifthly and sixthly referred to in the abovementioned plan

The area marked in the plan (W) being 2 metres wide and (X) being 6 metres wide, shall be managed as an Asset Protection Zone (APZ).

Name of the person or authority empowered to release, vary or modify the easement, public positive covenant or restriction numbered 1, 3, 5 and 6 in the Plan

Lake Macquarie City Council



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

LENGTHS ARE IN METRES

(Sheet 6 of 9 Sheets)

Plan: DP1214240

Subdivision of Lot 123 in DP1197851
covered by Subdivision Certificate

No. **SC182/2015**

Dated: 8 October 2015

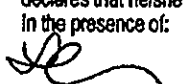
**Name of person or authority empowered to release, vary or modify the restriction
numbered 4 in the Plan**

Hammersmith Management Pty Limited its successors in title or assigns for such time as it remains the registered proprietor of any lot or lots in the said plan or in Deposited Plan 1000408 or any lots into which any of such may subsequently be subdivided or consolidated with other land and thereafter by the person or persons in whom the legal estate in fee simple is for the time being vested in any lots in the plan (other than public areas) having a common boundary with the lot burdened PROVIDED that any release variation or modification shall, if approved, be effected in all respects at the cost and expense of the person or persons requesting the release, variation or modification.

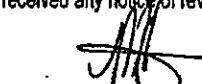
**Name of the person or authority empowered to release, vary or modify the easement,
or restriction numbered 2 in the Plan**

Ausgrid

Signed sealed and delivered for and on behalf of Ausgrid by its Attorney,
pursuant to Power of Attorney Registered Book 4693 No 331 who
declares that he/she has not received any notice of revocation of same.
In the presence of:


Signature of Witness

Lisa Jane Anderson
Name of Witness


Signature of Attorney

Michael McHugh
Name of Attorney
Manager - Property & Fleet

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

LENGTHS ARE IN METRES

DP1214240



(Sheet 7 of 9 Sheets)

Subdivision of Lot 123 in DP1197851
covered by Subdivision Certificate
No. *SC/82/2015*
Dated: 8 October 2015

**EXECUTED by HAMMERSMITH
MANAGEMENT PTY LIMITED
(A.C.N. 084 393 644)**

.....
Director

DAMIEN ROCHE

.....
Director Secretary

IAN CRAIGHILL

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

LENGTHS ARE IN METRES

(Sheet 8 of 9 Sheets)

Plan: **DP1214240**

Subdivision of Lot 123 in DP1197851
covered by Subdivision Certificate
No. *SC/82/2015*
Dated: 8 October 2015

For and on behalf of Lake Macquarie City Council


AUTHORISED PERSON.

Lake Macquarie City Council
Approved 88B Instrument for
SUBDIVISION CERTIFICATE
Sc. <i>82/2015</i>
Authorised Person: 
Date: <i>8.10.15</i>

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

LENGTHS ARE IN METRES

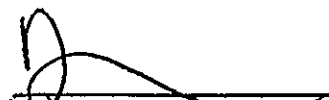
(Sheet 9 of 9 Sheets)

Plan: **DP1214240**

Subdivision of Lot 123 in DP1197851
covered by Subdivision Certificate
No. **SC/82/2015**
Dated: 8 October 2015

National Australia Bank Limited

*Signed on behalf of National
Australia Bank Limited by its
attorney under power of
attorney registered book 4579
number 54 in the presence of:*


Witness

David Hadley Morgan
77 Castlereagh Street, Sydney


Attorney
CHRISTOPHER FANNING
Print name

EXECUTED for and on behalf of AUSGRID ABN)
67 505 337 385 by)
Michael McHugh)

its duly constituted Attorney pursuant to Power)
of Attorney registered)
Book ~~4528~~ **4623** No. ~~401~~ **331** in the presence of:)

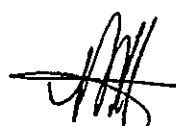
Witness

Lisa Jane Anderson

Name of Witness (please print)

570 George Street,
Sydney, NSW, 2000

Address of Witness


.....
Attorney

REGISTERED



16.11.2015



23 April 2025

INFOTRACK PTY LTD
PO Box 4029
SYDNEY NSW 2001

Our Ref:175295
Your Ref: 207-
25:199844
ABN 81 065 027 868

**PLANNING CERTIFICATE UNDER THE
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

Fee Paid: 69.00
Receipt No: 13979025
Receipt Date: 10 April 2025

DESCRIPTION OF LAND

Address: 7 Exploration Street, WEST WALLSEND NSW 2286
Lot Details: Lot 430 DP 1214240
Parish: Teralba
County: Northumberland

For: MORVEN CAMERON
GENERAL MANAGER

A handwritten signature in black ink, appearing to read "J. Pavitt". The signature is written in a cursive, flowing style.

ADVICE PROVIDED IN ACCORDANCE WITH SUBSECTION (2)

1 Names of Relevant Planning Instruments and Development Control Plans

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

Lake Macquarie Local Environmental Plan 2014

Lake Macquarie Development Control Plan 2014

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 4 Koala habitat protection 2021

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Industry and Employment) 2021 –

Chapter 3 Advertising and signage

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 2 State and regional development

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 4 Concurrences and consents

State Environmental Planning Policy (Precincts—Central River City) 2021 –

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts-Eastern Harbour City) 2021 –

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts-Regional) 2021

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts—Western Parkland City) 2021 –

Chapter 2 State significant precincts

State Environmental Planning Policy (Primary Production) 2021 –

Chapter 2 Primary production and rural development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 3 Hazardous and offensive development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 4 Remediation of land

State Environmental Planning Policy (Resources and Energy) 2021 –

Chapter 2 Mining, petroleum production and extractive industries

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 2 Infrastructure

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 3 Educational establishments and child care facilities

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

- (2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

Lake Macquarie Local Environmental Plan 2014 (Amendment No. RZ/4/2023) – Housing Diversity

Lake Macquarie Local Environmental Plan 2014 (Amendment No. RZ/2/2023) – West Wallsend and Holmesville Heritage Conservation Area

Lake Macquarie Draft Development Control Plan 2014

- (3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if —
- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
 - (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.
- (4) In this section, proposed environmental planning instrument includes a planning proposal for a Local Environmental Plan or a Draft environmental planning instrument.

2 Zoning and land use under relevant Local Environmental Plans

(1) The following answers (a) to (f) relate to the instrument (see 1(1) above).

(a)

(i) The identity of the zone applying to the land.

R2 Low Density Residential

under Lake Macquarie Local Environmental Plan 2014

(ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.

Exempt development as provided in Schedule 2; Home-based child care; Home occupations

(iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.

Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Hostels; Kiosks; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Sewage reticulation systems; Sewage treatment plants; Shop top housing; Tank-based aquaculture; Water recreation structures; Water recycling facilities; Water supply systems

(iv) The purposes for which the Instrument provides that development is prohibited within the zone.

Any other development not specified in item (ii) or (iii)

NOTE: The advice in sections (a) above relates only to restrictions that apply by virtue of the zones indicated. The Lake Macquarie LEP 2014 includes additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.

(b) Whether additional permitted uses apply to the land,

No

(c) Whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

(d) Whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,

No

- (e) Whether the land is in a conservation area (however described).

Yes

- (f) Whether an item of environmental heritage (however described) is situated on the land.

Local Environmental Plan 2014 Schedule 5 Part 1 Heritage Items

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 1 Heritage items.

Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas

The land is within a heritage conservation area under Schedule 5 of Lake Macquarie Local Environmental Plan 2014.

Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites.

Local Environmental Plan 2014 Schedule 5 Part 4 Landscape Items

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 4 Landscape items.

Local Environmental Plan 2004 Schedule 4 Part 1 Heritage Items

There are no heritage items listed for this land within Local Environmental Plan 2004 Schedule 4 Part 1.

Local Environmental Plan 2004 Part 11 Clause 150 Environmental Heritage

There are no heritage items listed for this land within Local Environmental Plan 2004 Part 11 Clause 150 – South Wallarah Peninsula.

Local Environmental Plan 2014 Heritage Map

The land is not identified as a Village Precinct on the Heritage Map.

NOTE:

An item of environmental heritage, namely Aboriginal heritage, listed within the Aboriginal Heritage Information Management System (AHIMS), may affect the land. Aboriginal objects are protected under the National Parks and Wildlife Act 1974. If Aboriginal objects are found during development, works are to stop and the Office of Environment and Heritage (OEH) contacted immediately. For further information and to access the AHIMS registrar, refer to <http://www.environment.nsw.gov.au>

- (2) The following answers relate to the Draft Instrument (see 1(2) above).

- (a) Nil

NOTE: The advice in section (a) above relates only to restrictions that apply by virtue of the zones indicated. The Draft instrument may include additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.

- (b) Whether draft additional permitted uses apply to the land
No
- (c) Whether any draft development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.
There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.
- (d) Whether the land is in a draft area of outstanding biodiversity value under *the Biodiversity Conservation Act 2016*,
No
- (e) Whether the land is in a draft conservation area (however described).
No
- (f) Whether a draft item of environmental heritage (however described) is situated on the land.
No

3 Contributions Plans

- (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.
Lake Macquarie City Council Development Contributions Plan - Glendale Contributions Catchment - 2015
The Lake Macquarie City Council Section 7.12 Contributions Plan – Citywide 2019
- (2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4, and the name of the Ministerial planning order in which the region is identified.
Yes,
The subject land is within The Lower Hunter Region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies.
- (3) If the land is in a special contributions area to which a continued 7.23 determination

applies,

Nil

- (4) In this section continued 7.23 determination means a 7.23 determination that -
- (a) has been continued in force by the Act, Schedule 4, Part 1, and
 - (b) has not been repealed as provided by that part.

NOTE: The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

4 Complying development

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

Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 430 DP 1214240

Complying development under the Housing Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

Note: If the lot is only affected by the “heritage conservation area” exemption, then complying development under the Housing Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within a heritage conservation area or a draft heritage conservation area.

Low Rise Housing Diversity Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 430 DP 1214240

Complying development under the Low Rise Housing Diversity Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

Note: If the lot is only affected by the “heritage conservation area” exemption, then complying development under the Low Rise Housing Diversity Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within a heritage conservation area or a draft heritage conservation area.

Housing Alterations Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Commercial and Industrial Alterations Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Commercial and Industrial (New Buildings and Additions) Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 430 DP 1214240

Complying development under the Commercial and Industrial (New Buildings and Additions) Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within a heritage conservation area or a draft heritage conservation area.

Subdivisions Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Rural Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 430 DP 1214240

Complying development under the Rural Housing Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

Note: If the lot is only affected by the “heritage conservation area” exemption, then complying development under the Rural Housing Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within a heritage conservation area or a draft heritage conservation area.

Greenfield Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 430 DP 1214240

Complying development under the Greenfield Housing Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

Note: If the lot is only affected by the “heritage conservation area” exemption, then complying development under the Greenfield Housing Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within a heritage conservation area or a draft heritage conservation area.

General Development Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Demolition Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Fire Safety Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Container Recycling Facilities Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

5 Exempt development

The extent to which the land is land on which exempt development may be carried out under each of the codes for exempt development because of the provisions of clauses 1.16(1)(b1)–(d) or 1.16A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Note: If a lot is not specifically listed in this section then, Exempt development under this Code **MAY** be carried out on the lot.

6 Affected building notices and building product rectification orders

- (1) (a) Whether there is any affected building notice of which the council is aware that is in force in respect of the land.

No, Council **has not** been notified that an affected building notice is in force in respect of this land.

- (b) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with.

A building rectification order **is not** in force in respect of this land.

- (c) Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

A notice of intention to make a building product rectification order **has not** been given in respect of this land.

- (2) In this section -

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

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Section 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

No

8 Road widening and road realignment

Whether the land is affected by any road widening or realignment under:

- (a) Division 2 of Part 3 of the *Roads Act 1993*.

No

- (b) any environmental planning instrument.

No

- (c) any resolution of the Council.

No, other road widening proposals may affect this land and if so, will be noted on the Section 10.7 Subsection (5) certificate.

9 Flood related development controls information

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

No

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

No

- (3) In this section -
flood planning area has the same meaning as in the Flood Risk Management Manual.

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

probable maximum flood has the same meaning as in the Flood Risk Management Manual.

10 Council and other public authority policies on hazard risk restrictions

- (1) Whether or not the land is affected by a **POLICY** that restricts the development of the land because of the likelihood of:

- (a) land slip or subsidence

Yes

Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by Council's geotechnical areas map. The map is available for viewing at the Council. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.

(b) bushfire

Yes

(c) tidal inundation

No

(d) acid sulfate soils

Yes

Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by the Acid Sulfate Soils Map. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.

(e) contaminated or potentially contaminated land

Yes

Council has adopted a policy that may restrict the development of Contaminated or Potentially Contaminated land. This policy is implemented when zoning, development, or land use changes are proposed. Council does not hold sufficient information about previous use of the land to determine whether the land is contaminated. Consideration of Council's adopted Policy located in the applicable DCP noted in Clause 1(3) above, and the application of provisions under relevant State legislation is recommended.

(f) aircraft noise

No

(g) salinity

No

(h) any other risk (other than flooding).

No

(2) In this section —

adopted policy means a policy adopted —

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

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

11 Bush Fire Prone Land

Note: If a lot is not specifically listed in this section then, **NONE** of that lot is bush fire prone land.

Lot 430 DP 1214240 - ALL of the land is bush fire prone land.

12 Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division

No. Council **has not** been notified that a residential premises erected on this land has been identified in the NSW Fair Trading Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

13 Mine subsidence

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

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

NOTE: The advice in section 13 above relates only to a Mine Subsidence District. Further information relating to underground mining which may occur outside Mine Subsidence Districts should be sought. Underground mining information can be found on the Subsidence Advisory NSW website.

14 Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies

to the land or that is proposed to be subject to a consent ballot.

Nil

- (2) The date of any subdivision order that applies to the land.

Not Applicable

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

15 Property Vegetation Plans

The land IS NOT subject to a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force).

16 Biodiversity stewardship sites

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

NOTE: Biodiversity stewardship agreements include biobanking agreements under the [Threatened Species Conservation Act 1995](#), Part 7A that are taken to be biodiversity stewardship agreements under the [Biodiversity Conservation Act 2016](#), Part 5.

17 Biodiversity Certified Land

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

NOTE: Biodiversity certified land includes land certified under the [Threatened Species Conservation Act 1995](#), Part 7AA that is taken to be certified under the [Biodiversity Conservation Act 2016](#), Part 8.

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

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

The land IS NOT subject to an order 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

Whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Nil

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

20 Western Sydney Aerotropolis

Under [State Environmental Planning Policy \(Precincts—Western Parkland City\) 2021](#), Chapter 4, is the land:

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17,
No
- (b) shown on the [Lighting Intensity and Wind Shear Map](#),
No
- (c) shown on the [Obstacle Limitation Surface Map](#),
No
- (d) in the “public safety area” on the [Public Safety Area Map](#),
No
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the [Wildlife Buffer Zone Map](#).
No

21 Conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, a statement setting out terms of a kind referred to in the Policy, clause 88(2) that have been imposed as a condition of development consent granted after 11 October 2007 in relation to the land.

Nil

22 Site compatibility certificates and conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.

Council is not aware of any site capability certificate for any proposed development on the land.

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

Nil

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

Council is not aware of any conditions of a development consent referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

- (4) In this section—

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

23 Water or sewerage services

Whether water or sewerage services are, or are to be, provided by a utility, other than a public water utility, under the Water Industry Competition Act 2006.

No

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

Matters arising under the Contaminated Land Management Act 1997 (s59 (2))

- (a) The land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No

- (b) The land to which the certificate relates is subject to a management order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

- (c) The land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,

No

- (d) The land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

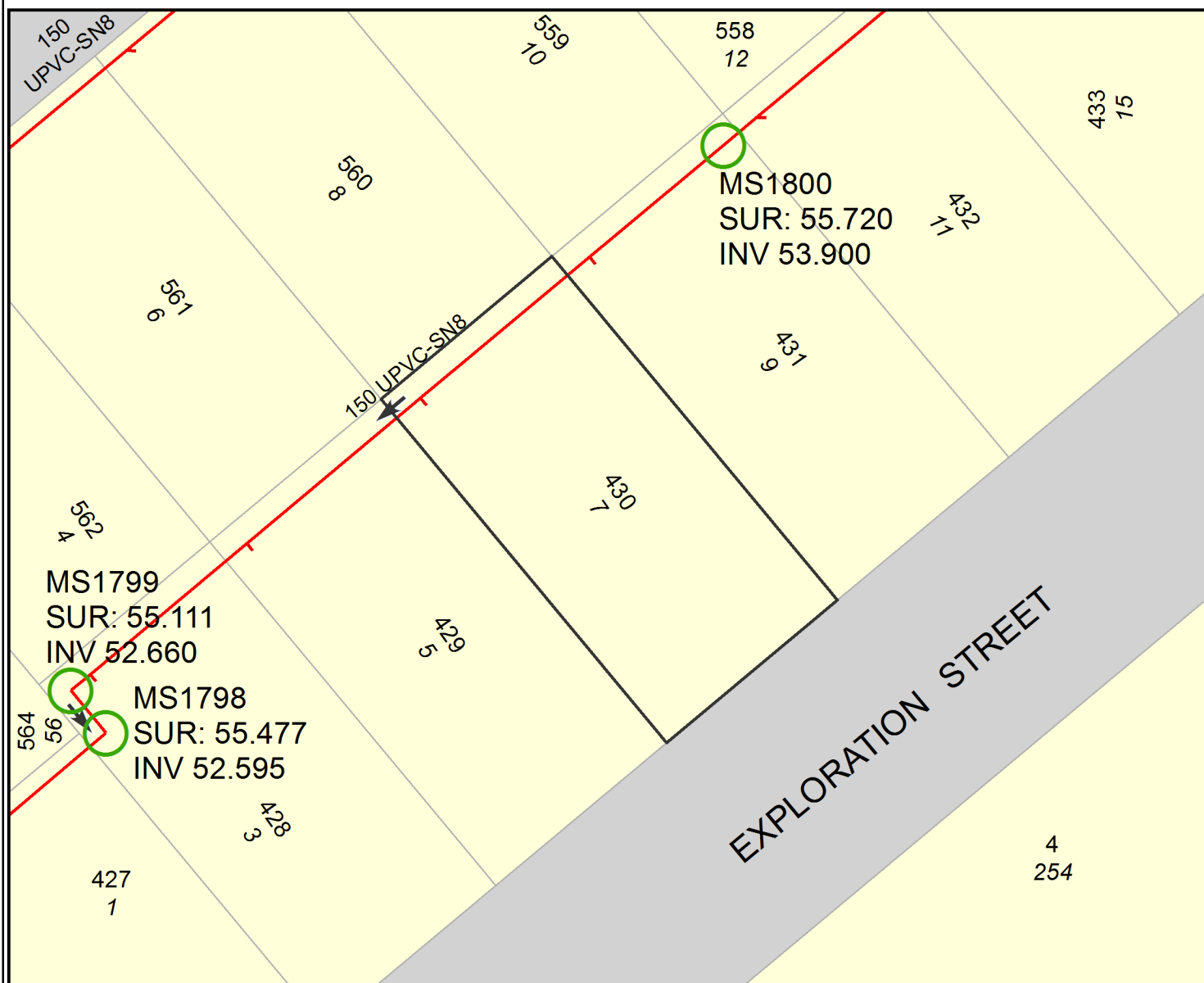
No

- (e) The land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No

RATEABLE PREMISE NO.: 2180139195

LOT/SECTION/DP:SP: 430//DP 1214240



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

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

REQUISITIONS ON TITLE

Purchaser:

Vendor: Ian James Hissey

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

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

All properties

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

If strata/community title

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

If rural

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

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

If company title

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

Lea Smith Solicitor
DX 21402 Raymond Terrace
10/04/2025
