

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	LAWSON COMMERCIAL REAL ESTATE 11/43 Accolade Avenue, Morisset NSW 2264 Email:	phone 02 4973 3111 fax ref Ben Lawson
co-agent vendor	Not applicable NEKZAH PTY LIMITED ACN 651 382 035 C/- 75 Tudor Street, Hamilton NSW 2303	
vendor's solicitor	AUBREY BROWN LAWYERS Unit 3, 8 Reliance Drive, Tuggerah NSW 2259 PO Box 110, Wyong, NSW 2259 email: briannahe@aubreybrown.com.au	phone 02 4350 3333 fax 02 4351 2407 ref BE:556765
date for completion	42nd after the contract date (clause 15)	
land (address, plan details and title reference)	UNIT 3, 14 ACCOLADE AVENUE, MORISSET NSW 2264 Registered Plan: Lot 3 in Strata Plan 73547 Folio Identifier 3/SP73547	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Commercial Unit	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by NEKZAH PTY LIMITED ACN 651 382 035 in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>	<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>

Choices

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

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

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

Parties agree that the deposit be invested (clause 2.9) NO yes

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

Land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

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

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

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

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

CSTM Tuggerah
Unit 6, 19 Reliance Drive, Tuggerah NSW 2259
tuggerah@cstm.com.au
02 4355 7100

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- ### • Purchaser
- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

Unit 3, 14 Accolade Avenue, Morisset NSW 2264

ADDITIONAL PROVISIONS

These are the additional provisions to the 2022 Version of NSW Contract for the Sale of Land

BETWEEN NEKZAH PTY LIMITED ACN 651 382 035

(Vendor)

AND

(Purchaser)

PROPERTY: Unit 3, 14 Accolade Avenue, Morisset NSW 2264

33. Amendment to Printed Pages

33.1 Clauses 1 to 32 of the standard Contract conditions are amended as follows:

- (a) Clause 7.1.1 - delete.
- (b) Clause 7.1.3 – amend by deleting “fourteen (14) days” and inserting “seven (7) days.”
- (c) Clause 7.2.1 - substitute 1% in place of 10%.
- (d) Clause 7.2.2 and 7.2.5 – delete.
- (e) Clause 8.1 - amend by deleting the words “on reasonable grounds”.
- (f) Clause 8.1.3 - substitute 7 days in place of 14 days.
- (g) Clause 8.2 – delete.
- (h) Clause 14.4.2 – delete.
- (i) Clause 16.2 – delete.
- (j) Clause 20.4 – insert after the word “party” the words “or guarantor”.
- (k) Clause 23.6.1 – delete.
- (l) Clause 23.14 – amend by deleting the first sentence.

34. Notice to Complete and Delay Interest

34.1 If the purchaser fails to complete this contract by the date for completion, then the vendor shall be entitled at any time thereafter to serve a notice to complete, requiring the purchaser to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties.

34.2 If the Purchaser fails to complete this contract by the date for completion the purchaser shall pay to the vendor on completion in addition to the balance of the purchase price:

- (a) interest at the rate of 8% interest per annum calculated daily on the balance of the purchase price from the date for completion up to and including the actual day of completion;

- (b) the sum of two hundred and seventy five dollars (\$275.00) (inclusive of GST) to cover additional legal costs incurred by the vendor's solicitors due to the default of the purchasers.

34.3 The vendor shall not be obliged to pay the interest or costs set out in clause 34.2 if completion cannot take place because the vendor cannot complete

34.4 The purchasers obligations under this clause 34 are essential.

35. Death, Incapacity or Bankruptcy

35.1 Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included herein should the other party:

- (a) being an individual, die or become incapable due to unsoundness of mind then the vendor may rescind this contract by service of a notice to that effect; or
- (b) being a company becomes insolvent shall be deemed to be permanently in default of an essential condition and the other party shall be entitled to terminate this contract.

36. Purchaser Acknowledgements

36.1 The purchaser acknowledges that they are purchasing the property in its present condition and state of repair, and subject to:

- (a) all defects latent and patent;
- (b) any infestations and dilapidation;
- (c) all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (d) any non-compliance, that is disclosed herein, with the Local Government Act 1993 or any Ordinance under that Act in respect of any building on the land.

36.2 The purchaser shall not be entitled to terminate, rescind, make any objection requisition or claim for compensation, nor delay completion arising out of any of the matters set out in this clause.

37. Purchasers Reliance

37.1 The purchaser relies entirely on its own enquiries when entering into this contract and warrants that:

- (a) is has not been induced to enter into this contract by any statement, warranty or representation, whether express or implied, made by or on behalf of the vendor in respect of the property or anything relating thereto;
- (b) no warranty or representation has been made to the purchaser by or on behalf of the vendor in respect to the fitness or suitability of the property for any purpose or any capital gain or potential financial return to be derived from the property.

38. Rescheduled Settlement Costs

38.1 In the event that completion is not effected, due to the purchaser's default, on the date for completion, or any subsequent date where a settlement is booked, the purchaser shall pay to the vendor on completion, in addition to any other monies due to the vendor:

- (a) an allowance to the vendor of \$220.00 (inclusive of GST), in respect to each postponed settlement such sum deemed to be the reasonable legal costs incurred by the vendor in rescheduling each settlement; and
- (b) an adjustment equal to any sum charged by the vendors discharging mortgagee for rescheduling settlement.

38.2 The sum referred to in clause 5.1 shall be payable on each occasion that settlement is cancelled due to the fault of the purchaser.

39. Agent

39.1 The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract.

39.2 The purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission (including legal costs on a solicitor – client basis), which may be made by any real estate agent or other person arising out of or in connection with the purchaser’s breach of this warranty.

39.3 This clause shall not merge upon completion.

40. Not used

41. Error in Adjustment of Outgoings

41.1 Should any of apportionment of outgoings required to be made under this contract, be overlooked or incorrectly calculated on completion, the vendor and the purchaser agree that, upon being so requested by the other party, that the correct calculation be made and paid to the party to whom it is payable by the party liable for the payment. This clause shall not merge on completion of this contract.

42. PEXA Settlement

42.1 The parties agree that if a PEXA settlement is being conducted then the purchaser’s conveyancer agrees to upload or email the Order on the Agent to the vendor’s solicitor before completion to be held in escrow pending settlement.

43. Guarantor

43.1 For the purposes of this clause the guarantors are the person or persons whose name or names appear below, or if no names appear, the Directors or Sole Director of the purchaser:

.....
Sole Director/Secretary	Director

43.2 The guarantor gives this guarantee and indemnity in consideration of the vendor agreeing to enter into this contract. The guarantor acknowledges the receipt of valuable consideration from the vendor for the guarantor incurring obligations and giving rights under this guarantee and indemnity.

43.3 The guarantor unconditionally and irrevocably guarantees to the vendor the due and punctual performance and observance by the purchaser of its obligations under this contract.

43.4 As a separate undertaking the guarantor unconditionally and irrevocably indemnifies the vendor against all liability or loss arising from, and any cost, incurred in connection with a breach by the purchaser of this contract. It is not necessary for the vendor to incur expense or make payment before enforcing that right of indemnity.

43.5 The guarantor agrees to pay interest on any amount payable under this guarantee and indemnity from when the amount becomes due for payment until it is paid in full. Accumulated

interest is payable at the end of each month. The interest rate to be applied to each daily balance is 2% above the National Australia Bank overdraft rate for balances of \$100,000.00.

- 43.6 The guarantor waives any right it has of first requiring the vendor to commence proceedings or enforce any other right against the purchaser or any other person before claiming under this guarantee and indemnity.
- 43.7 This guarantee and indemnity is a continuing security and is not discharged by any one payment.
- 43.8 The liability of the guarantor and the rights of the vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including, but not limited to, one or more of the following:
- (a) the vendor granting time or other indulgence to, compounding or comprising with or releasing the purchaser;
 - (b) acquiescence, delays, acts, omissions, or mistakes on the part of the vendor;
 - (c) any transfer of right of the vendor;
 - (d) any variation, assignment, extension or renewal of this contract; or
 - (e) the invalidity or unenforceability of any obligation or liability of a person under this contract.
- 43.9 The guarantor may not, without the vendor's approval:
- (a) raise a set-off or counterclaim available to it or the purchaser against the vendor in reduction of its liability under this guarantee and indemnity;
 - (b) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee held by the purchaser in connection with this contract;
 - (c) make a claim or enforce a right against the purchaser or its property; or
 - (d) prove in competition with the vendor if a liquidator, provisional liquidator, receiver, administrator or trustee in bankruptcy is appointed in respect of the purchaser or the purchaser is otherwise unable to pay its debts when they fall due;
 - (e) until all money payable to the vendor in connection with this contract is paid.
- 43.10 If a claim that payment to the vendor in connection with this contract or this guarantee and indemnity is void or voidable (including but not limited to, a claim under laws relating to liquidation, administration, insolvency or protection of creditors) is upheld, conceded or compromised then the vendor is entitled immediately as against the guarantor to the rights to which it would have been entitled under this guarantee and the indemnity if the payment had not occurred.
- 43.11 The guarantor agrees to pay or reimburse the vendor on demand for:
- (a) the vendor's costs in making, enforcing and doing anything in connection with this guarantee and indemnity including but not limited to, legal costs and expenses on a full indemnity basis; and
 - (b) all stamp duties, fees, taxes and charges which are payable in connection with this guarantee and indemnity or a payment, receipt or other transaction contemplated by it.

44. GST

- 44.1 The parties agree that the sale price specified on the front page under this contract is exclusive of GST.
- 44.2 The parties further agree that the sale price specified on the front page of this contract will be increased by an amount calculated as:
A x R
where:
A is the sale price; and
R is the rate of GST.
- 44.3 If the vendor is liable for GST as set out in clause 44.2 above then:
- (a) the vendor shall before the Completion Date do such things and supply such information as may reasonably be required by the purchaser to enable the purchaser to claim an input tax credit under the GST law; and
 - (b) the amount of the increase in the sale price required by clause 44.2 shall be paid on completion
- 44.4 This clause shall not merge on completion.
- 44.5 In this clause 44:
- (a) **GST** means the goods and services tax as provided for by the GST law;
 - (b) **GST law** means the *A New Tax System (Goods and Services Tax) Act 1999* as amended or replaced from time to time and any associated legislation including without limitation delegated legislation;
 - (c) **rate of GST** means 10% or such other rate of GST as is payable by the vendor under the GST law; and
 - (d) any expression used that is defined in the GST law has that defined meaning.

45. Payment of Land Tax

- 45.1 In this condition:
- (a) "s.47 Certificate" means a certificate issued under section 47 of the Land Tax Management Act 1956.
 - (b) "Clearance Quote" means a clearance quote issued by NSW Revenue
- 45.2 If a s.47 Certificate shows that a land tax charge exists on the land, the purchaser acknowledges and agrees that for the purposes of condition 16.6, the vendor will have done all things and paid all money required if the vendor, no later than 5pm the business day prior to completion:
- (a) provides a clearance quote which has been issued by NSW Revenue no later than 7 days prior to the date scheduled for completion, and
 - (b) creates a payment destination line in PEXA:
 - (i) to NSW Revenue;
 - (ii) for the land tax amount stated in the clearance quote; and
 - (iii) payable to the biller code and reference number as shown in the clearance quote or land tax notice issued for the year during which the scheduled completion will occur.
 - (c) The vendor is not required to provide a clear s. 47 Certificate whether before or after completion of this contract.

- 45.3 The purchaser cannot make any requisition, nor delay completion, nor rescind or terminate this contract for reason that a clear s.47 Certificate is not provided on or prior to completion.
- 45.4 This condition will not merge on completion.



FOLIO: 3/SP73547

SEARCH DATE	TIME	EDITION NO	DATE
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18/10/2025	11:50 AM	5	18/10/2022

LAND

LOT 3 IN STRATA PLAN 73547
AT MORISSET
LOCAL GOVERNMENT AREA LAKE MACQUARIE

FIRST SCHEDULE

NEKZAH PTY LIMITED (T AR905532)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP73547
- 2 AS557859 MORTGAGE TO BENDIGO AND ADELAIDE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP73547

SEARCH DATE	TIME	EDITION NO	DATE
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18/10/2025	11:50 AM	2	21/2/2017

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 73547
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MORISSET
LOCAL GOVERNMENT AREA LAKE MACQUARIE
PARISH OF MANDOLONG COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM SP73547

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 73547
ADDRESS FOR SERVICE OF DOCUMENTS:
14 ACCOLADE AVENUE
MORISSET 2264

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 L925079 COVENANT
- 3 H233919 LAND EXCLUDES MINERALS
- 4 DP882928 RESTRICTION(S) ON THE USE OF LAND
- 5 DP882928 EASEMENT TO DRAIN WATER 3 WIDE APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 6 DP1001919 RESTRICTION(S) ON THE USE OF LAND
- 7 DP1001925 EASEMENT TO DRAIN WATER 3 METRES WIDE APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 8 DP1006483 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1006483 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 10 AM134369 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 86)

STRATA PLAN 73547

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 14	2	- 10	3	- 14	4	- 10
5	- 14	6	- 10	7	- 14		

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP73547

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

556765- Nekzah Pty Limited ACN 651 38... PRINTED ON 18/10/2025

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

FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan OFFICE USE ONLY

Strata Certificate

Surveyors Certificate

Notice of Completion Requirements (By Council) being satisfied that the requirements of the Strata Schemes Management Act 1985 in relation to the development of the strata scheme have been satisfied.

The development certificate is satisfied that the plan is consistent with a relevant development certificate and that the development certificate was issued by the Council on or after the date of the development certificate.

The Council has not object to the commencement of the building beyond the stipulated conditions in this plan.

The development certificate is satisfied that the building complies with a relevant development certificate in this plan.

Application No. _____
 Relevant Development Consent No. DRU-1371
 Issued by LAKE MACQUARIE CITY COUNCIL
 SEE SIGNATURES FORM
 Addressed to: Registrar-General / Registrar-General

GREGORY JOHN SMITH
 EVANUS & SMITH SURVEYORS CONSULTING SURVEYORS PTY LTD
 P.O. BOX 204 MORRISSET NSW 2264

Signature: _____
 Date: 19TH MARCH, 2004
 SEE SIGNATURES FORM

THIS IS SHEET 1 OF MY PLAN IN 3 SHEETS

INDUSTRIAL Model By-Laws adopted for this scheme
 Section 109(1)(a) of the Strata Schemes Management Act 1985

LOT	UNIT ENTITLEMENT
1	1/4
2	1/4
3	1/4
4	1/4
5	1/4
6	1/4
7	1/4
TOTAL	86

SCHEDULE OF UNIT ENTITLEMENT

PLAN OF SUBDIVISION OF LOT 320 D.P. 1006483

L.G.A.: LAKE MACQUARIE Suburb/Locality: MORRISSET

Parish: MANDALONG County: NORTHUMBERLAND


Name of, and address for services of mortgagee on, the Owners Corporation.
 (Address required on original strata plan only)
 THE OWNERS,
 STRATA PLAN No. 73547
 14 ACOOLADE AVENUE
 MORRISSET NSW 2264

FOR LOCATION PLAN SEE SHEET 2

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.

FOR SIGNATURES
 SEALS AND
 CERTIFICATES
 SEE SIGNATURES
 FORM

SP73547

Registered:  21-9-2004

Purpose: STRATA PLAN

Ref. Map: U3627-3

Last Plan: DP1006483

SURVEYOR'S REFERENCE: UM2734

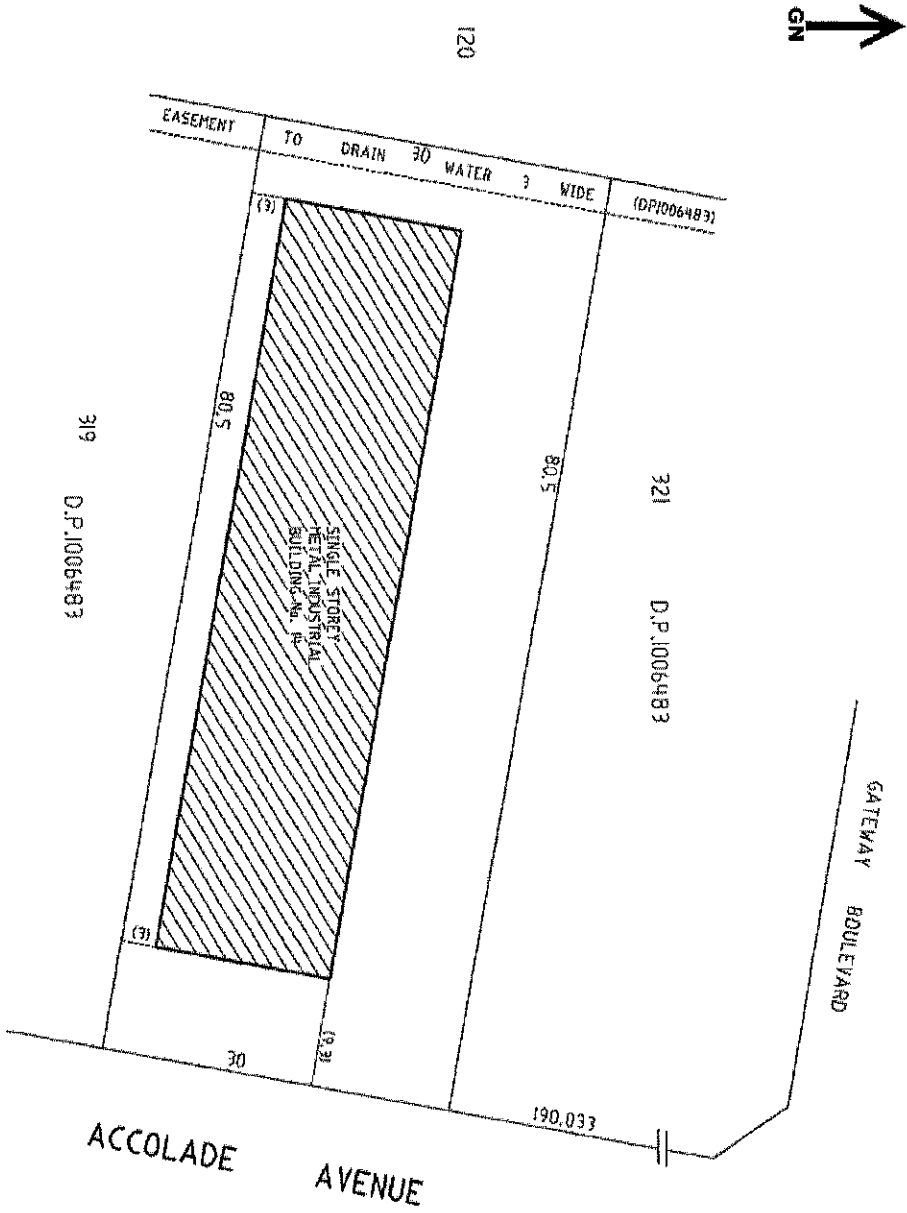
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan SHEET 2 OF 3 SHEETS

LOCATION PLAN

SP73547



Reduction Ratio 1: 400

Lengths are in metres

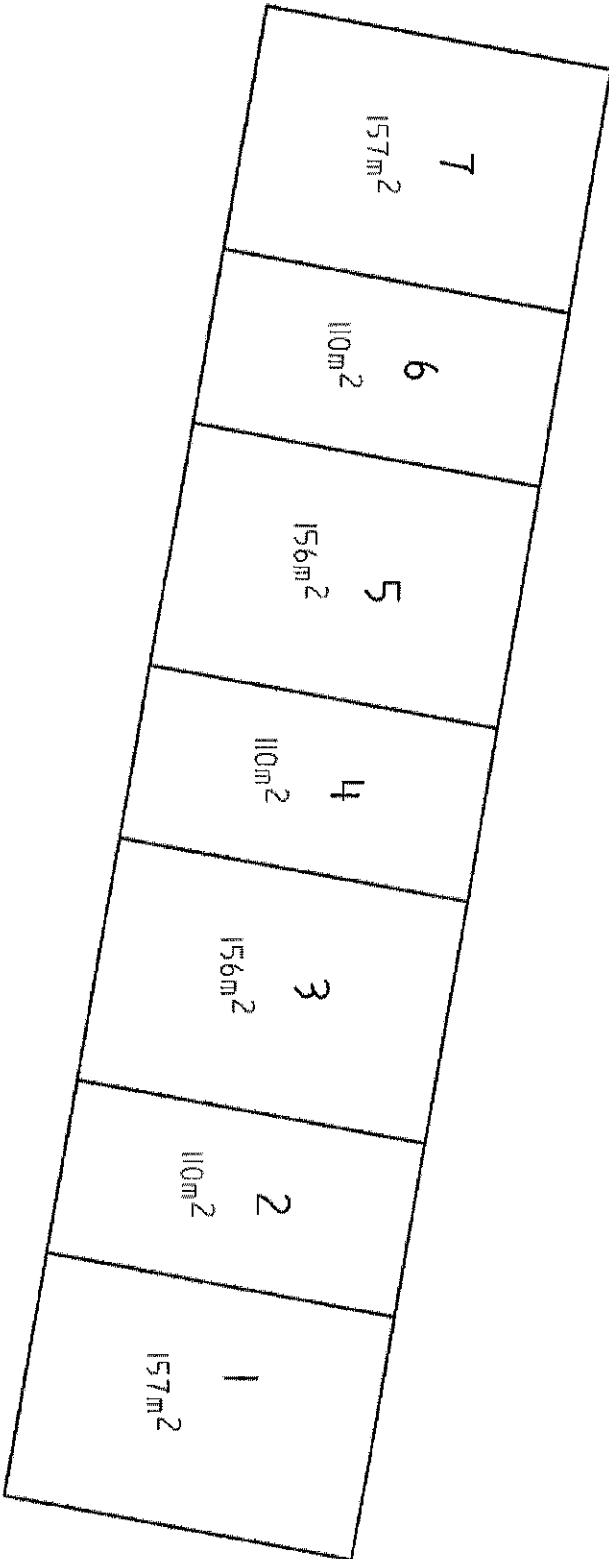
SEE SIGNATURES FORM

SEE SIGNATURES FORM

Registered Surveyor
SURVEYORS REFERENCE: U12734

Authorised survey/General Manager/Authorised Certifier

SP73547



GROUND FLOOR

AREAS SHOWN HEREON ARE APPROXIMATE ONLY

Reduction Ratio 1: 200

Lengths are in metres

SEE SIGNATURES FORM

Registered Surveyor

SEE SIGNATURES FORM

Authorised or Licensed Planner/Architect/Engineer

SURVEYOR'S REFERENCE: U/17234

CERTIFICATES, SIGNATURES AND SEALS

Sheet 1 of 1 sheet(s)

**PLAN OF SUBDIVISION OF
 LOT 320 D.P.1006483**

SP73547

Registered:  21-9-2004

* OFFICE USE ONLY

Strata Certificate

* Name of Council/ LAKE MACQUAIRE CITY COUNCIL, being satisfied that the requirements of the * Strata Schemes (Freehold Development) Act 1973 or * Strata Schemes (Leasehold Development) Act 1986 have been complied with, approves of the proposed:

* strata plan/ strata plan of subdivision

illustrated in the annexure to this certificate.

* The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

* The strata plan/strata plan of subdivision is part of a development scheme. The * council/ accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

* The Council does not object to the encroachment of the building beyond the alignment of

* The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.

* This approval is given on the condition that the use of lot (s) (being utility lots designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in * section 39 of the Strata Schemes (Freehold Development) Act 1973 or * section 68 of the Strata Schemes (Leasehold Development) Act 1986.

Date: 30-08-04

Subdivision No.

Accreditation No.

Relevant Development Consent No. 204-3317

Issued by Lake Macquarie City Council

Authorised Person /General Manager/Accredited Certifier

* Complete or delete if applicable.

Surveyor's Certificate

I, Gregory John Smith
 of... Evans & Smith Consulting Surveyors,
 PO Box 204 MORISSET

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

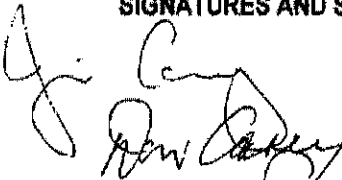

- (1) each applicable requirement of *Schedule 1A to the Strata Schemes (Freehold Development) Act 1973 has been met;
- (2) (a) the building encroaches on a public place;
 (b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement *has been created by registered * is to be created under section 88B of the Conveyancing Act 1919
- (3) *the survey information recorded in the accompanying location plan is accurate.

Signature: 

Date: 19TH MARCH, 2004

* Delete if inapplicable
 + State whether dealing or plan, and quote registered number.

SIGNATURES AND SEALS ONLY

 DIR
 SEC
 CAREY DEVELOPMENTS PTY LTD
 ACN 35101237

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

SURVEYOR'S REFERENCE: U/12734



No. L925079

18 JUL 1954 10 54

New South Wales

NEW SOUTH WALES
 \$=00.75
 STAMP DUTY

R. P. 13A

MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900.)

\$10-00

WE, HAROLD ERIC MORGAN of Sydney, Solicitor and
 JEAN WINSTONE MORGAN, his wife

This form may be used where new restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.
 (Transfers must not be effected in this transfer.)
 Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.
 All blanks should be ruled up before signing.
 If less space, strike out "in simple" and interline the required alteration.

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of Seven thousand eight hundred dollars (\$7,800.00) (the receipt whereof is hereby acknowledged) paid to us by

DOUGLAS ARCH CAMPBELL

do hereby transfer to

DOUGLAS ARCH CAMPBELL of Tumbi Road, Womboral, Farmer
 (herein called transferee)

Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

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

The description may refer to the defined residue of the land in a certificate or grant (e.g. And being residue after transfer number 7) or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. and being Lot section D.P. 7).

Unless authorized by Reg. 53, Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
Northumberland	Mendalong	Part	7899	221	Lots 40 & 41 in Deposited Plan No. 9632

N 70273

And the transferee covenant(s) with the transferor for themselves, their executors administrators and assigns for the benefit of the land adjoining Lots 40 and 41 in Deposited Plan No. 9632 owned by the Transferors but only during the ownership thereof by the Transferors their successors and assigns other than the purchasers on sale that no fence shall be erected on the land hereby transferred to divide it from such adjoining lands but such consent shall not be withheld if such fence be erected without expense to the Transferors their successors and assigns and in favour of any person dealing with the transferees or their assigns such consent shall be deemed to have been given in respect of every fence for the time being erected.

Strike out if unnecessary or
substantively altered.

(i) If any exceptions are to
be created or any
exceptions to be made:
or

(ii) If the statutory covenants
implied by the Act
are intended to be
varied or modified.

Covenants should comply with
the provisions of Section 88 of
the Conveyancing Act, 1919.

AND for the purposes of Section 88 of the Conveyancing Act 1919

IT IS HEREBY AGREED AS FOLLOWS:-

- a) The land to which the benefit of the Covenant is intended to be appurtenant are Lots 42 and 43 in Deposited Plan No. 9632 and such other adjoining land in the said deposited plan as may be owned by the Transferors their executors or assigns.
- b) The lands subject to the burden of this Covenant are Lots 40 and 41 in Deposited Plan No. 9632.
- c) The persons by whom or with whose consent this Covenant may be released varied or modified the registered proprietors for the time being of Lots 42 and 43 in Deposited Plan No. 9632.

ENCUMBRANCES, &c. REFERRED TO:

Excepting thereout the mines of coal and other minerals under the land hereinbefore described.
Easement for Railway purposes created by Resumption No. F595413.
Easement for Transmission line created by Transfer No. L651226.

A very short note will suffice.

K 111-1 11-11-1

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.
Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P. or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 103 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident—
(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.
(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commission Office in Singapore or of Secretary at the Australian Military Mission in Berlin, or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.
To be signed by Registrar General, Deputy Registrar General, Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

Signed at Sydney the 16th day of June 1970.
(Signed in my presence by the transferor)
HAROLD ERIC MORGAN & JEAN WINGOME
WITNES PERSONALLY KNOWN TO MORGAN
J.M. Maloe
Solicitor
Sydney
J.W. Morgan
Transferor.

Signed in my presence by the transferee
WITNES PERSONALLY KNOWN TO ME
J. L. ...
D. Campbell
Transferee(s).

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

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.
(To be signed at the time of executing the within instrument.)

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

Signed at ... the ... day of ... 19 ...
Signed in the presence of—

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

Appeared before me, at ... the ... day of ... one thousand ... hundred and ... the attesting witness to this instrument, and declared that he personally knew ... the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said ... is ... own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.
† N.B.—Section 117 requires that the above Certificates be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty; also that damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.
No alterations should be made by erasure. The words rejected should be scored through with the pen, and these substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

No. **L925079**

Lodged by **AMERICAN A. B. CO. LTD.**
 Address **501, QUEEN ST. WYOMING**
 Phone No. **PHOENIX 8 1170**

PARTIAL DISCHARGE OF MORTGAGE
 (N.B.—Before execution read marginal note.)

I, **[Name]**, mortgagee under Mortgage No. **[No.]**, release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at **[City]** this **[Day]** day of **[Month]** 19 **[Year]**
 Signed in my presence by **[Name]**

who is personally known to me

Mortgagee.

DOCUMENTS LODGED HEREWITH
 To be filled in by person lodging dealing

1.	Received Docs.
2.	
3.	
4.	
5.	
6.	by Harold Morgan (S 21/10/70)
7.	

M.P.D.

LEAVE THESE SPACES FOR DEPARTMENTAL USE

MEMORANDUM OF TRANSFER
 & conveyance by **[Name]**

Checked by **[Signature]**
 Particulars entered in Register Book
12. 8. 1970

Passed (in S.D.B.) by **[Signature]**
 Signed by **[Signature]**
 Registrar General

PROGRESS RECORD

	Initiate	Date
Sent to Survey Branch		
Received from Records		
Draft written	[Signature]	21.5.70
Draft examined	[Signature]	26.8
Diagram prepared	[Signature]	12.9.70
Diagram examined	[Signature]	16.9
Draft forwarded	[Signature]	21.9.70
Supt. of Engineers	[Signature]	16.10
Cancellation Clerk	[Signature]	20/10

Vol. **11427** Fol. **235**

1260

RE-1001 No. H 233919

JUN 16 20 37 1959

RP. 16

11 MAR 1960



229 L Certificate
 14/1/59
 16/6/59
 13.5.60
 100

APPLICATION FOR
 NEW CERTIFICATE OF TITLE
 REAL PROPERTY ACT, 1900

(a) Name in full, postal address and occupation.

MORRISSETT FARMS ESTATE PTY. LIMITED, C/- Messrs. Starkey & Starkey, 66 King Street, Sydney

the registered proprietor of the land mentioned in the schedule following:-

Reference to Title (6)			Description of Land (if part only) (c)
Whole or Part	Vol.	Folio	
Part	3298	16	Lots 40, 41, 42 and 43 in D.P. 9632 and Lot 6 in D.P. 10720 and in respect of reservations of coal etc. in Lots 1, 2, 3, 4, 122 all inclusive in D.P. 9632 and in respect of Lots 5 inclusive in D.P. 10720 The mines of coal etc. under Lots 1 to 4 inclusive, 7 to 17 inclusive, 20 inclusive, 44 to 52 inclusive, 55 inclusive, 74 to 118 inclusive, 120 (excluding Resumption No. D50/1953) and Lots 121, 122 and 123 all in Deposited Plan 9632 Lots 1 to 5 inclusive in Deposited Plan 10720, the minerals specified in Section 141 of the Public Works Act, 1912 under lots 53 and 54 in Deposited 9632 and the mines of coal etc. under so much of the bed of Stockton Creek as was comprised in Certificate of Title Volume 3298 Folio 16 and the minerals within the meaning of Section 232 of the Local Government Act, 1919 under the roads coloured blue in that Certificate of Title.

(b) If all the references cannot be conveniently inserted, a form of annexure (notably as L.P.O.) may be added. Annexures should be identified as such and should be signed by the applicant and the witness.

(c) If this application is in respect of part of the residue of land in any title a sufficient description of such part or residue shall be given, e.g. Lot 2 in Section 10720. Deposited Plan No. ... the land shown in the plan enclosed hereto and marked "A".

Where the issue of a new certificate of title would effect a subdivision within the meaning of the Local Government Act, 1919, this application should be accompanied by evidence of the Council's approval of the subdivision.

Public roads and other lands no longer owned by the proprietor should not be included in this application, e.g. where the residue in a certificate of title includes roads and lots shown in a deposited plan, this application should be restricted to the unresidualised lots in the plan.

(d) If consolidation is desired the word "consolidated" should be inserted here. Where the land is subject to a mortgage the mortgage should exist at the consolidation.

(e) If any special directions are to be followed in the preparation of the certificate of title such directions may be given here, e.g. where two certificates are to issue the direction might read "one certificate for Lots 2 and 3, one certificate for Lot 4".

(f) Application may be signed by the registered proprietor or trustees, or by his solicitor or conveyancer. Where land is subject to mortgage, the consent of the mortgagee is required in an application for consolidation.

do hereby apply for the issue of a new Certificate of Title for the said land, being Lots 40, 41, 42 and 43 in D.P. 9632 and Lot 6 in D.P. 10720 together with all mines of coal as reserved in respect of such Lots 1, 2, 3, 4, 122 all inclusive in D.P. 9632 and in respect of Lots 5 inclusive in D.P. 10720

Dated at Sydney this 16th day of June 1959

Signed in my presence by the said THE COMMON SEAL OF MORRISSETT FARMS ESTATE PTY. LIMITED HAS HEREUNTO AFFIXED BY AUTHORITY OF THE BOARD OF DIRECTORS IN THE PRESENCE OF HAROLD ERIC MORGAN DIRECTOR AND WILLIAM RICHARDS CHALMERS SECRETARY

Harold Morgan Director
W.R. Chalmers Secretary

TO THE REGISTRAR GENERAL.

1260
 16/6/59
 (14/1/59)

Hⁱ 283919

Lodged by:

APPLICATION FOR
 NEW CERTIFICATE OF TITLE

ONLY

Register Books affected

Volume 3298 Folio 16

*BA suit
 2/15*

USE

Special Directions

*Relief requested by Plaintiff
 J. C. T. v. J. C. T. v. J. C. T.*

*(A) One without diags for lots
 4 of 43 in 119632 including
 the minor & general*

*(B) One with diags for lots
 incl. minor & general*

DEPARTMENT

(A)	Date	Initials	(B)
Sent to Survey Branch			PROGRESS RECORD
Received from Records			RECEIVED SURVEY BRANCH
Draft Written	<i>3/5/98</i>	<i>[Signature]</i>	
Draft Examined			
Draft Forwarded			
Supt. of Engrs			
Cancellation Clerk	<i>10/5/98</i>	<i>[Signature]</i>	<i>8043</i>

EXTRA FEES
 5 MAY 1998

New Certificate of Title issued

Vol. 7899 Fol. 221

EXTRA FEES
 10/5/98
 Extra Folios

9832

*Reference
 please to
 DP 9832
 10720*

SHARES AND SHRS ONLY



SIGNED AT MANDALONG THIS 11th DAY OF MARCH 2019, PERSONAL APPEARANCE OF THE REGISTRAR (AS DEPUTY) AND ATTORNEY UNDER POWER OF ATTORNEY UNDER NO. 541 OF 11th DECEMBER 2018.

[Signature]
MANAGER

[Signature]
WITNESS

Concept: Whisney Limited
 BCN D10 831 712 by its duly constituted authorised attorney under power of attorney number K281218.

[Signature]
Philip Reynolds Byrne Level 1

Consent Letters Office Approval

Consent Letters Office Approval

Consent Letters Office Approval

Consent Letters Office Approval

Consent Letters Office Approval

Consent Letters Office Approval

Consent Letters Office Approval

Consent Letters Office Approval

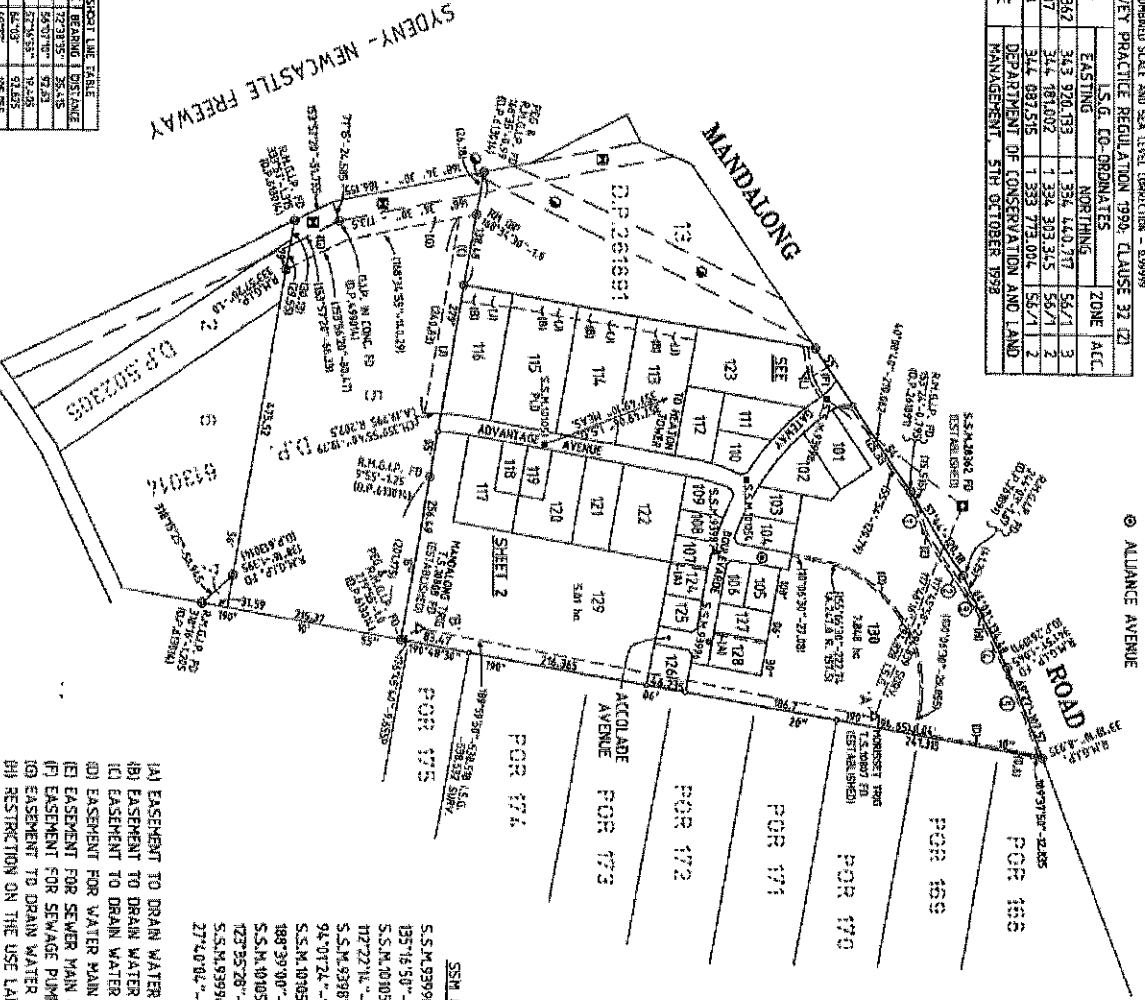
Consent Letters Office Approval

COMBED SCALE AND SEA LEVEL CORRECTION - 8.899%

MARK	EXISTING	U.S.G. CO. COORDINATES	ZONE	ALC.	
S.S.M. 28367	34.3	920.733	1 334	14.0 717	56/1 3
T.S. 10807	34.4	161.002	1 334	383.345	56/1 2
T.S. 10808	34.4	882.516	1 333	772.004	56/1 2

SOURCE: DEPARTMENT OF CONSERVATION AND LAND MANAGEMENT, 5TH OCTOBER 1979

LINE	BEARING	DISTANCE
1	172°33'55"	28.415
2	56°07'47"	57.23
3	37°34'53"	16.235
4	84°05'	92.485
5	187°27'	106.855



WARNING: CROSSING OR FOLDING WILL LEAD TO DEFORMATION

DP 882928

LAKE MACQUARIE CITY

MANDALONG

MICHAEL JOHN DEL BRIDGE

LAKE MACQUARIE CITY

MANDALONG

MICHAEL JOHN DEL BRIDGE

LAKE MACQUARIE CITY

MANDALONG

MICHAEL JOHN DEL BRIDGE

LAKE MACQUARIE CITY

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MICHAEL JOHN DEL BRIDGE

LAKE MACQUARIE CITY

MANDALONG

MICHAEL JOHN DEL BRIDGE

LAKE MACQUARIE CITY

MANDALONG

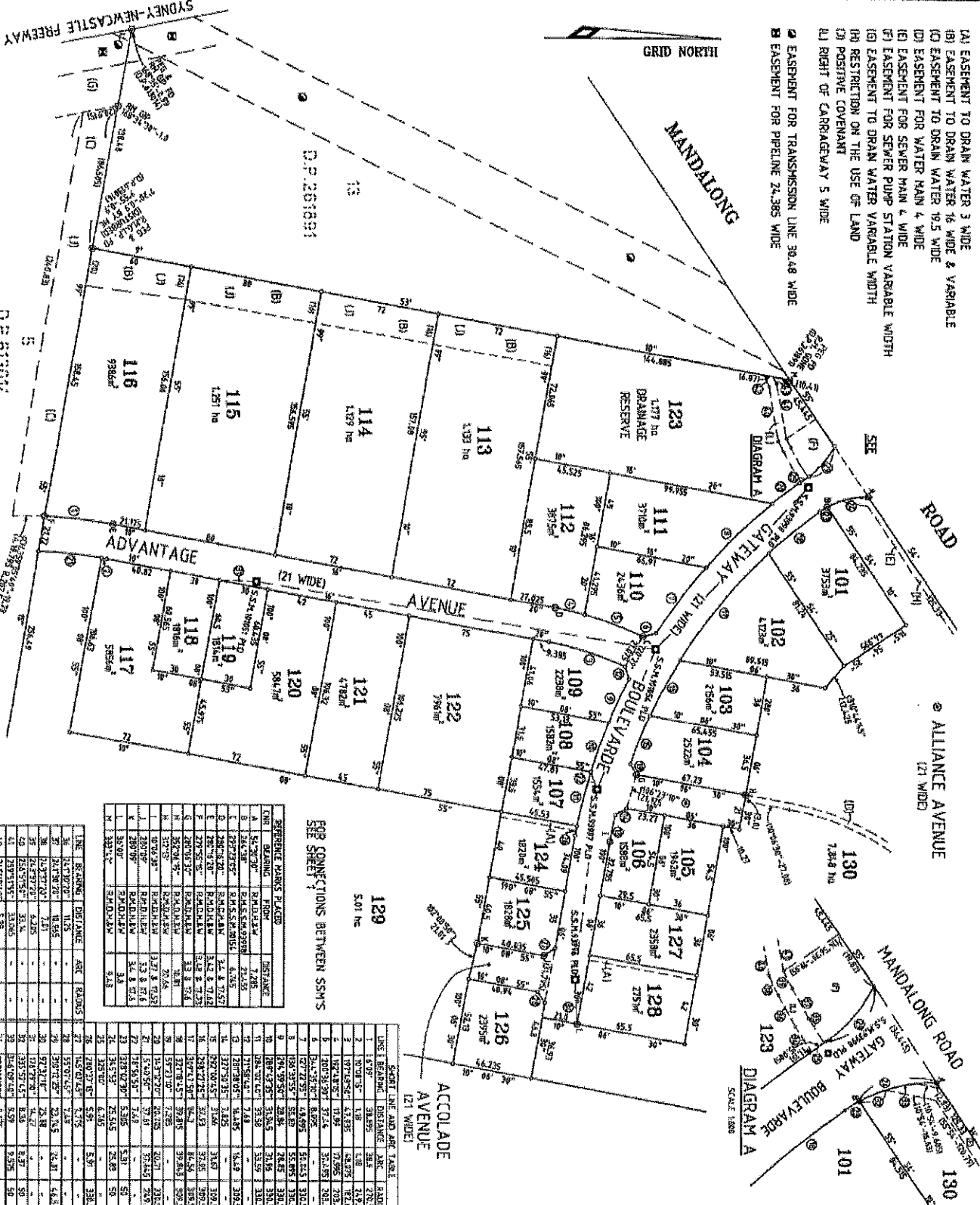
MICHAEL JOHN DEL BRIDGE

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

- (A) EASEMENT TO DRAIN WATER 3 WIDE
- (B) EASEMENT TO DRAIN WATER 16 WIDE & VARIABLE
- (C) EASEMENT TO DRAIN WATER 19.5 WIDE
- (D) EASEMENT FOR WATER MAIN 4 WIDE
- (E) EASEMENT FOR SEWER MAIN 4 WIDE
- (F) EASEMENT FOR SEWER PUMP STATION VARIABLE WIDTH
- (G) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (H) RESTRICTION ON THE USE OF LAND
- (I) POSITIVE COVENANT
- (J) RIGHT OF CARRAGEWAY 5 WIDE
- (K) EASEMENT FOR TRANSMISSION LINE 30.48 WIDE
- (L) EASEMENT FOR PIPELINE 24.395 WIDE



FOR CONNECTIONS BETWEEN SSMs
SEE SHEET 1

SUBMITTER	MARKS PLACED	DISTANCE
A	SE/100	7.285
B	SE/100	7.285
C	SE/100	7.285
D	SE/100	7.285
E	SE/100	7.285
F	SE/100	7.285
G	SE/100	7.285
H	SE/100	7.285
I	SE/100	7.285
J	SE/100	7.285
K	SE/100	7.285
L	SE/100	7.285
M	SE/100	7.285
N	SE/100	7.285
O	SE/100	7.285
P	SE/100	7.285
Q	SE/100	7.285
R	SE/100	7.285
S	SE/100	7.285
T	SE/100	7.285
U	SE/100	7.285
V	SE/100	7.285
W	SE/100	7.285
X	SE/100	7.285
Y	SE/100	7.285
Z	SE/100	7.285

LINE	BEARING	DISTANCE	AREA	BOUNDARY
1	100° 00' 00"	11.825	11.825	11.825
2	090° 00' 00"	7.615	7.615	7.615
3	000° 00' 00"	4.205	4.205	4.205
4	270° 00' 00"	3.105	3.105	3.105
5	180° 00' 00"	3.305	3.305	3.305
6	090° 00' 00"	5.395	5.395	5.395
7	000° 00' 00"	3.475	3.475	3.475
8	270° 00' 00"	3.275	3.275	3.275
9	180° 00' 00"	3.275	3.275	3.275
10	090° 00' 00"	3.275	3.275	3.275
11	000° 00' 00"	3.275	3.275	3.275
12	270° 00' 00"	3.275	3.275	3.275
13	180° 00' 00"	3.275	3.275	3.275
14	090° 00' 00"	3.275	3.275	3.275
15	000° 00' 00"	3.275	3.275	3.275
16	270° 00' 00"	3.275	3.275	3.275
17	180° 00' 00"	3.275	3.275	3.275
18	090° 00' 00"	3.275	3.275	3.275
19	000° 00' 00"	3.275	3.275	3.275
20	270° 00' 00"	3.275	3.275	3.275
21	180° 00' 00"	3.275	3.275	3.275
22	090° 00' 00"	3.275	3.275	3.275
23	000° 00' 00"	3.275	3.275	3.275
24	270° 00' 00"	3.275	3.275	3.275
25	180° 00' 00"	3.275	3.275	3.275
26	090° 00' 00"	3.275	3.275	3.275
27	000° 00' 00"	3.275	3.275	3.275
28	270° 00' 00"	3.275	3.275	3.275
29	180° 00' 00"	3.275	3.275	3.275
30	090° 00' 00"	3.275	3.275	3.275
31	000° 00' 00"	3.275	3.275	3.275
32	270° 00' 00"	3.275	3.275	3.275
33	180° 00' 00"	3.275	3.275	3.275
34	090° 00' 00"	3.275	3.275	3.275
35	000° 00' 00"	3.275	3.275	3.275
36	270° 00' 00"	3.275	3.275	3.275
37	180° 00' 00"	3.275	3.275	3.275
38	090° 00' 00"	3.275	3.275	3.275
39	000° 00' 00"	3.275	3.275	3.275
40	270° 00' 00"	3.275	3.275	3.275
41	180° 00' 00"	3.275	3.275	3.275
42	090° 00' 00"	3.275	3.275	3.275
43	000° 00' 00"	3.275	3.275	3.275
44	270° 00' 00"	3.275	3.275	3.275
45	180° 00' 00"	3.275	3.275	3.275
46	090° 00' 00"	3.275	3.275	3.275
47	000° 00' 00"	3.275	3.275	3.275
48	270° 00' 00"	3.275	3.275	3.275
49	180° 00' 00"	3.275	3.275	3.275
50	090° 00' 00"	3.275	3.275	3.275
51	000° 00' 00"	3.275	3.275	3.275
52	270° 00' 00"	3.275	3.275	3.275
53	180° 00' 00"	3.275	3.275	3.275
54	090° 00' 00"	3.275	3.275	3.275
55	000° 00' 00"	3.275	3.275	3.275
56	270° 00' 00"	3.275	3.275	3.275
57	180° 00' 00"	3.275	3.275	3.275
58	090° 00' 00"	3.275	3.275	3.275
59	000° 00' 00"	3.275	3.275	3.275
60	270° 00' 00"	3.275	3.275	3.275
61	180° 00' 00"	3.275	3.275	3.275
62	090° 00' 00"	3.275	3.275	3.275
63	000° 00' 00"	3.275	3.275	3.275
64	270° 00' 00"	3.275	3.275	3.275
65	180° 00' 00"	3.275	3.275	3.275
66	090° 00' 00"	3.275	3.275	3.275
67	000° 00' 00"	3.275	3.275	3.275
68	270° 00' 00"	3.275	3.275	3.275
69	180° 00' 00"	3.275	3.275	3.275
70	090° 00' 00"	3.275	3.275	3.275
71	000° 00' 00"	3.275	3.275	3.275
72	270° 00' 00"	3.275	3.275	3.275
73	180° 00' 00"	3.275	3.275	3.275
74	090° 00' 00"	3.275	3.275	3.275
75	000° 00' 00"	3.275	3.275	3.275
76	270° 00' 00"	3.275	3.275	3.275
77	180° 00' 00"	3.275	3.275	3.275
78	090° 00' 00"	3.275	3.275	3.275
79	000° 00' 00"	3.275	3.275	3.275
80	270° 00' 00"	3.275	3.275	3.275
81	180° 00' 00"	3.275	3.275	3.275
82	090° 00' 00"	3.275	3.275	3.275
83	000° 00' 00"	3.275	3.275	3.275
84	270° 00' 00"	3.275	3.275	3.275
85	180° 00' 00"	3.275	3.275	3.275
86	090° 00' 00"	3.275	3.275	3.275
87	000° 00' 00"	3.275	3.275	3.275
88	270° 00' 00"	3.275	3.275	3.275
89	180° 00' 00"	3.275	3.275	3.275
90	090° 00' 00"	3.275	3.275	3.275
91	000° 00' 00"	3.275	3.275	3.275
92	270° 00' 00"	3.275	3.275	3.275
93	180° 00' 00"	3.275	3.275	3.275
94	090° 00' 00"	3.275	3.275	3.275
95	000° 00' 00"	3.275	3.275	3.275
96	270° 00' 00"	3.275	3.275	3.275
97	180° 00' 00"	3.275	3.275	3.275
98	090° 00' 00"	3.275	3.275	3.275
99	000° 00' 00"	3.275	3.275	3.275
100	270° 00' 00"	3.275	3.275	3.275

(1) POSITIVE COVENANT
(2) RESTRICTION ON THE USE OF LAND
(3) RIGHT OF CARRAGEWAY 5 WIDE
(4) IF IT IS INTENDED TO DEDICATE-
DRAINAGE RESERVE
(5) LOT 123 TO THE PUBLIC AS
ADVANTAGE AVENUE, ALLIANCE
AVENUE AND ACCOLADE AVENUE
TO THE PUBLIC AS ROAD

IP 8892928
Registered 19/1/1999

Who certifies that this plan is correct and true to the original plan?
I, **Michael J. Dwyer**, Registrar-General, certify that this plan is correct and true to the original plan.

Who certifies that this plan is correct and true to the original plan?
I, **Michael J. Dwyer**, Registrar-General, certify that this plan is correct and true to the original plan.

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

Lengths are in metres

(Sheet 1 of 9 Sheets)

DP 882928

Subdivision of Lots 14 and 15
DP 261891 and easement to drain water
19.5 wide, easement to drain water
variable width within Lot 5 in D.P.
613014, COVERED BY COUNCIL
CERT. N°96-301A of 15.12.1998

**Full Name and Address of
The Owner of the land:**

Morisset Land Company Pty Limited
A.C.N. 080 378 472
Unit 1, 11 Glenwood Drive
THORNTON NSW 2322

The Direct Access Group Pty Limited
A.C.N. 052 372 497
Unit 1, 19 Kenrick Street
THE JUNCTION NSW 2291

**Full Name and Address of
The Mortgagee of the land:**

National Australia Bank Limited
A.C.N. 004 044 937
Suite 1, Caroline Place
MAITLAND NSW 2320

Suncorp-Metway Limited
A.C.N. 010 831 722
169-173 King Street
NEWCASTLE NSW 2300

PART 1

- I. **Identity of Easement to be created and
Firstly referred to in the plan** Easement to Drain Water 3 wide.

SCHEDULE OF LOTS ETC AFFECTED

LOTS BURDENED

124
128

LOTS BENEFITED

129
130



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

Lengths are in metres

DP 882928

(Sheet 2 of 9 Sheets)

2. **Identity of Easement to be created and
Secondly referred to in the plan** Easement to Drain Water 16 wide and
variable.

SCHEDULE OF LOTS ETC AFFECTED

LOTS BURDENED

**LOTS AND AUTHORITY
BENEFITED**

116	Lot 5 in D.P. 613014, Lake Macquarie Council, The Roads and Traffic Authority
115	116, Lot 5 in D.P. 613014, Lake Macquarie Council, The Roads and Traffic Authority
114	5/613014, 116, 115, Lake Macquarie Council, The Roads and Traffic Authority
113	5/613014, 116, 115, 114, Lake Macquarie Council, The Roads and Traffic Authority

3. **Identity of Easement to be created
and thirdly referred to in the plan** Easement to Drain Water 19.5 wide.

SCHEDULE OF LOTS ETC AFFECTED

LOTS BURDENED

AUTHORITY BENEFITED

5/613014	Lake Macquarie City Council, Roads and Traffic Authority
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4. **Identity of Easement to be created and
fourthly referred to in the plan** Easement for Water Main 4 wide

SCHEDULE OF LOTS ETC AFFECTED

LOTS BURDENED

AUTHORITY BENEFITED

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

Lengths are in metres

DP 882928

(Sheet 3 of 9 Sheets)

5. Identity of Easement to be created and
fifthly referred to in the plan Easement for Sewer Main 4 wide

SCHEDULE OF LOTS ETC AFFECTED

LOTS BURDENED

AUTHORITY BENEFITED

130

Hunter Water Corporation Ltd

6. Identity of Easement to be created and
sixthly referred to in the plan Easement for Sewage Pump Station
variable width

SCHEDULE OF LOTS ETC AFFECTED

LOTS BURDENED

AUTHORITY BENEFITED

123

Hunter Water Corporation Ltd

7. Identity of Easement to be created and
seventhly referred to in the plan Easement to Drain Water variable
width

SCHEDULE OF LOTS ETC AFFECTED

LOTS BURDENED

AUTHORITY BENEFITED

5/613014

Roads and Traffic Authority,
Lake Macquarie City Council



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

Lengths are in metres **DP 882928** (Sheet 4 of 9 Sheets)

8. Identity of Restriction to be created and eighthly referred to in the plan Restriction on the Use of Land

SCHEDULE OF LOTS ETC AFFECTED

LOTS BURDENED

AUTHORITY BENEFITED

130

Hunter Water Corporation Ltd

9. Identity of Positive Covenant to be created and ninthly referred to in the plan Positive Covenant

SCHEDULE OF LOTS ETC AFFECTED

LOTS BURDENED

AUTHORITY BENEFITED

5/613014, 113-116 incl

Lake Macquarie City Council

10. Identity of Restriction to be created and tenthly referred to in the plan: Restriction on the Use of Land

SCHEDULE OF LOTS ETC AFFECTED

LOTS BURDENED

LOTS BENEFITED

Each lot
116

Every other lot
Lot 5 in DP 613014

11. Identity of Easement to be created and eleventhly referred to in the plan Right of Carriageway 5 wide

SCHEDULE OF LOTS ETC AFFECTED

LOTS BURDENED

LOTS BENEFITED

123

13/261891, Hunter Water Corporation

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

DP 882928

Lengths are in metres

(Sheet 5 of 9 Sheets)

PART 2

1 Terms of Easement for Water Main 4 wide fourthly referred to in the plan.

FULL AND FREE right title liberty and licence for the Hunter Water Corporation Limited its successors and assigns TO CONSTRUCT lay maintain repair renew cleanse inspect and divert or alter the position of watermains or pipelines with apparatus and appurtenances thereof in or under the surface of such part of the land described hereinbefore as is delineated in the abovementioned plan (hereinafter called the servient tenement) and to carry and convey water through the said watermains or pipelines and for the purposes aforesaid or any of them by its officers servants and or contractors with or without motor vehicles plant and machinery to enter upon and break open the surface of the servient tenement and to deposit soil temporarily on the servient tenement but subject to a liability to replace the soil and to restore the surface of the said servient tenement in a proper and workmanlike manner as soon as the operations are completed.

AND IT IS HEREBY DECLARED that no building shall be erected nor any structures fences or improvements of any kind shall be placed over or under the part of the lot burdened as is affected by the easement for watermain 4 wide delineated in the abovementioned plan except with the prior consent in writing of the Hunter Water Corporation Limited and except in compliance with any conditions which the Hunter Water Corporation Limited may specify in such consent.

2 Terms of Easement for Sewer Main 4 wide fifthly referred to in the plan.

Full and free right title liberty and licence for the Hunter Water Corporation Limited its successors and assigns TO CONSTRUCT lay maintain repair renew cleanse inspect replace and divert or alter the position of a sewermain or pipeline with apparatus and appurtenances thereof in or under the surface of such part of the land described hereinbefore as is delineated in the abovementioned plan (hereinafter called the servient tenement) and to carry and convey sewage, water or soil through the said sewermain or pipeline and for the purposes aforesaid or any of them by its officers servants and or contractors with or without motor or other vehicles, plant and machinery to enter upon and break open the surface of the servient tenement and to deposit soil temporarily on the servient tenement but subject to a liability to replace the soil and to restore surface of the said servient tenement in a proper and workmanlike manner as soon as the operations are completed.



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

DP 882928
Lengths are in metres

(Sheet 6 of 9 Sheets)

3 Terms of Easement for Sewage Pump Station variable width sixthly referred to in the plan

FULL AND FREE right title liberty and licence for the Hunter Water Corporation Limited its successors and assigns TO CONSTRUCT lay maintain repair renew cleanse inspect and divert or alter the position of a sewer pumping station sewer mains or pipelines for the conveyance of sewage and water cables or wires to convey electricity either overhead or underground or both with all apparatus and appurtenances thereof in or under the surface of such part of the land described hereinafter as is delineated in the abovementioned plan (hereinafter called the servient tenement) and to carry and convey sewage through the said sewage pumping station for the purposes aforesaid or any of them by its officers servants and or contractors with or without motor or other vehicles, plan and machinery to enter upon and break open the surface of the servient tenement and to deposit soil temporarily on the servient tenement but subject to a liability to replace the soil and to restore surface of the said servient tenement in a proper and workmanlike manner as soon as the operations are completed.

4 Terms of Restrictions on the Use of Land eighthly referred to in the plan.

No building shall be erected no excavation or filling shall be carried out nor any structures fences or improvements of any kind placed over or under that part of the lot burdened as is affected by the easement for sewermain 4 wide delineated in the abovementioned plan except with the prior consent in writing of the Hunter Water Corporation Limited and except in compliance with any conditions which the Hunter Water Corporation Limited may specify in such consent.

The person having the right to release, vary or modify these restrictions is the Hunter Water Corporation Limited, its successors or assigns.

5 Terms of Positive Covenant ninthly referred to in the plan.

The proprietor from time to time having the estate or interest in the land burdened at their cost will maintain and repair such land burdened so that it is able to collect carry and convey water and (without limiting the generality hereof) such proprietor will:-

- (a) remove any object such as soil sediment or rock which collects on the said land;
- (b) regularly mow all lawn and remove any excessive vegetation on the batters of the said land; and
- (c) construct no fences across the land burdened which would impede the flow of water.



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

DP 882928
Lengths are in metres

(Sheet 7 of 9 Sheets)

- 6 Terms of restriction on the Use of Land tenthly referred to in abovementioned plan.**
- (a) No fence will be erected on each Lot burdened to divide it from any adjoining land owned by Morisset Land Company Pty Limited & The Direct Access Group Pty Limited without the consent of Morisset Land Company Pty Limited & The Direct Access Group Pty Limited which consent will not be unreasonably withheld if such fence is erected without expense to Morisset Land Company Pty Limited & The Direct Access Group Pty Limited and provided that this restriction shall remain in force only during such period as Morisset Land Company Pty Limited & The Direct Access Group Pty Limited is the Registered Proprietor of any land in the plan or any land immediately adjoining the land in the plan, whichever is the later.
 - (b) No building may without the prior written consent of Morisset Land Company Pty Limited & The Direct Access Group Pty Limited be erected or permitted to remain erected on any Lot burdened with external walls:
 - (i) of any sheeting or cladding of metal, fibrous concrete or timber unless such walls are painted;
 - (ii) of any masonry construction including but not limited to brick, concrete, lightweight concrete or stone unless such walls are face brick, exposed aggregate or painted.
 - (c) That there will not be carried on upon any Lot burdened the business of an automobile wrecker unless all wrecks and workings are enclosed within a building.
 - (d) That there will not be carried upon any Lot burdened the business of a scrap metal dealer unless all wrecks and workings are enclosed within a building.
 - (e) No noxious, noisome or offensive trade or business will be conducted or carried out on any Lot burdened.



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

DP882928

Lengths are in metres

(Sheet 8 of 9 Sheets)

- ~~(h) of any masonry construction including but not limited to brick, concrete, lightweight concrete or stone unless such walls are face brick, exposed aggregate or painted.~~
- (c) That there will not be carried on upon any Lot burdened the business of an automobile wrecker unless all wrecks and workings are enclosed within a building.
- (d) That there will not be carried upon any Lot burdened the business of a scrap metal dealer unless all wrecks and workings are enclosed within a building.
- ~~(e) No noxious, noisome or offensive trade or business will be conducted or carried out on any Lot burdened.~~

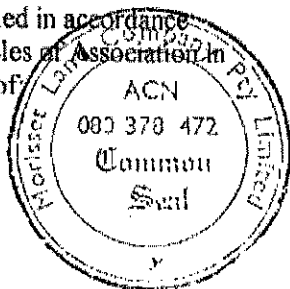
Name of person empowered to release, vary or modify the easement and restrictions to use referred to in the abovementioned plan.

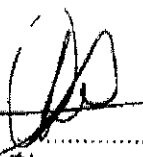
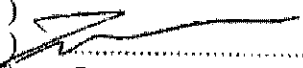
Morisset Land Company Pty Limited A.C.N. 080 378 472 & The Direct Access Group Pty Limited A.C.N. 052 372 497 jointly whilst both remain the registered proprietor of any land in Lot 14 in DP 261891, Lot 15 in DP 261891, Lot 5 in DP 613014, Lot 6 in DP 613014 and Lot 2 in DP 502305 and if one remains the registered proprietor of any such land then such right shall vest in the one which remains the registered proprietor of such land and if neither owns any such land then such right shall vest in Lake Macquarie Council.

The Common Seal of **MORISSET LAND COMPANY PTY LIMITED**

A.C.N. 080 378 472 was

hereunto affixed in accordance with the Articles of Association in the presence of




.....
Director

.....
Secretary

DK

[Handwritten mark]

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

Lengths are in metres

(Sheet 9 of 9 Sheets)

DP882928

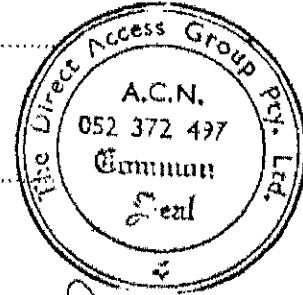
The Common Seal of **THE DIRECT
ACCESS GROUP PTY LIMITED**

A.C.N. 052 372 497 was

hereunto affixed in accordance
with the Articles of Association in
the presence of:

[Signature]
Director

[Signature]
Secretary



The Common Seal of **NATIONAL
AUSTRALIA BANK LIMITED**

A.C.N. 004 044 937

was hereunto affixed in accordance
with the Articles of Association in
the presence of:

Director

Secretary

The Common Seal of **SUNCORP-
METWAY LIMITED**

A.C.N. 010 831 722

was hereunto affixed in accordance
with the Articles of Association in
the presence of:

Director

Secretary

Suncorp-Metway Limited ACN 010 831 722

By its duly constituted attorney under
power of attorney number K865425N.

Phillip Reginald Payne Level 1.

In the presence of:

[Signature]

SUNCORP-METWAY Ltd. A.C.N.
010 831 722 BY ITS ATTORNEY:
Geoffrey Graeme Ball

WHO CERTIFIES THAT THEY ARE A
LEVEL II ATTORNEY PURSUANT
TO POWER OF ATTORNEY BOOK
3859 NO. 372 OF WHICH THEY HAVE
RECEIVED NO NOTICE OF
REVOCATION
SIGNED IN MY PRESENCE BY
THE SAID ATTORNEY WHO IS
PERSONALLY KNOWN TO ME

WITNESS

REFERENCE: REE INSTRUMENT - AUSTRALIA BANK LIMITED - 0882928

SIGNED AT MAITLAND THIS 17 DAY
OF December 1998 FOR NATIONAL
AUSTRALIA BANK LIMITED BY GARY LEE
ITS DULY APPOINTED ATTORNEY UNDER
POWER OF ATTORNEY
NO. 514 BOOK 3834
[Signature]
MANAGER *[Signature]* WITNESS

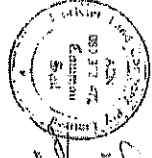
REGISTERED 18.1.1999

SPONSOR AND SEALS ONLY

Nincomp-Merwey Limited
 ACN 010 831 722
 By its duly constituted
 attorney under Power
 of Attorney Book
 3859 No. 572

Phillip Regional Payne Level 1

Phillip Payne

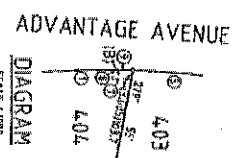


GRANTED BY MARRIAGE AND THE HEIR'S DAY
 OF THE STATE OF NEW SOUTH WALES
 THE DILLY APPOINTED ATTORNEY UNDER
 POWER OF ATTORNEY
 NO. 572 BOOK 3859
 MANAGER
 WITNESS

Green Land: Other Approval
 Date of approval: 11-05-94
 Authorisation to: DP 125

Subdivision Conditions
 1. The land shown on the plan of subdivision is to be used for the purposes of residential development.
 2. The land shown on the plan of subdivision is to be used for the purposes of residential development.
 3. The land shown on the plan of subdivision is to be used for the purposes of residential development.

Office of the Registrar-General
 Ref: 212315
 Date: 11-05-94
 DP 125



REFERENCE MARKS PLACED

MARK	BEARING	DISTANCE	TO
1	115° 15' 00"	0.184m	2
2	270° 00' 00"	0.184m	1
3	115° 15' 00"	0.184m	4
4	270° 00' 00"	0.184m	3

SHORT LINE AND LOT TABLE

LINE	BEARING	DISTANCE	AREA	RADIUS
1	115° 15' 00"	0.184m	0.0000	0.184m
2	270° 00' 00"	0.184m	0.0000	0.184m
3	115° 15' 00"	0.184m	0.0000	0.184m
4	270° 00' 00"	0.184m	0.0000	0.184m

- (A) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
- (B) EASEMENT TO DRAIN WATER 3 WIDE
- (C) EASEMENT TO DRAIN WATER 16 WIDE & VARIABLE (D.P. 882928)
- (D) POSITIVE COVENANT (D.P. 882928)
- (E) EASEMENT TO DRAIN WATER 19.5 WIDE (D.P. 882928)
- (F) EASEMENT TO DRAIN WATER VARIABLE WIDTH (D.P. 882928)
- (G) EASEMENT FOR PIPELINE 21.385 WIDE (STW7606, 5989393)
- (H) EASEMENT FOR TRANSMISSION LINE 30.48 WIDE (P 796415) FOR RAILWAY PURPOSES

COMBINED SCALE AND SEA LEVEL CONNECTION - 65995

MARK	EASTING	NORTHING	ZONE	ACC.
S.S.M. 2862	34.9702133	1.394.440.777	58/71	3
T.S. 10807	34.4.987002	1.393.902.345	58/71	3
T.S. 10808	34.4.987002	1.393.902.345	58/71	3

SURVEYOR GENERAL'S DEPARTMENT
 27th NOVEMBER 1998

LAKE MACQUARIE CITY
 MANDOLONG
 NORTHUMBERLAND

Lot 5 of Subdivision of Lot 5 & 6 D.P. 69014, Lot 2 D.P. 502505 & Lot 125 D.P. 882928

Michael John Delbridge
 Registered Professional Engineer
 No. 26125
 D.P. 69014, D.P. 261890
 D.P. 502505

(1) IT IS INTENDED TO DEDICATE THE EXTENSION OF ADVANTAGE AVENUE TO THE PUBLIC AS ROAD

(2) EASEMENT TO DRAIN WATER 3 WIDE

(3) RESTRICTION ON USE OF LAND

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED**

Lengths are in metres

(Sheet 1 of 4 Sheets)

DP1001919

Subdivision of Lots 5 and 6
DP 613014, Lot 2 DP 502305 and Lot
129 DP 882928

**Full Name and Address of
The Owner of the land:**

Morisset Land Company Pty Limited
A.C.N. 080 378 472
Unit 1, 11 Glenwood Drive
THORNTON NSW 2322

The Direct Access Group Pty Limited
A.C.N. 052 372 497
Unit 1, 19 Kerrick Street
THE JUNCTION NSW 2291

**Full Name and Address of
The Mortgagee of the land:**

National Australia Bank Limited
A.C.N. 004 044 937
Suite 1, Caroline Place
MAITLAND NSW 2320

Suncorp-Metway Limited
A.C.N. 010 831 722
Level 3, 414 Hunter Street
NEWCASTLE NSW 2300

PART 1

1. **Identity of Easement to be created
and firstly referred to in the plan** Right of Carriageway variable width.

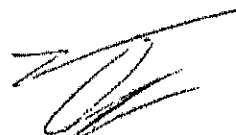
SCHEDULE OF LOTS ETC AFFECTED

LOTS BURDENED

402

AUTHORITY BENEFITED

Lake Macquarie City Council



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED**

Lengths are in metres

(Sheet 2 of 4 Sheets)

DP1001919

Subdivision of Lots 5 and 6
DP 613014, Lot 2 DP 502305 and Lot
129 DP 882928

2. Identity of Easement to be created and secondly referred to in the plan Easement to Drain Water 3 wide .

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

404

LOTS BENEFITED

403

3. Identity of Restriction to be created and thirdly referred to in the plan Restriction on the Use of Land.

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

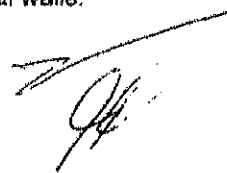
Each lot

AUTHORITY BENEFITED

Every other lot

PART 2

- 1 **Terms of Restriction on the Use of Land thirdly referred to in the abovementioned plan.**
- (a) No fence will be erected on each Lot burdened to divide it from any adjoining land owned by Morisset Land Company Pty Limited or The Direct Access Group Pty Limited or both of them without the consent of Morisset Land Company Pty Limited & The Direct Access Group Pty Limited which consent will not be unreasonably withheld if such fence is erected without expense to Morisset Land Company Pty Limited or The Direct Access Group Pty Limited and provided that this restriction shall remain in force only during such period as Morisset Land Company Pty Limited or The Direct Access Group Pty Limited is the Registered Proprietor of any land in the plan or any land immediately adjoining the land in the plan, whichever is the later.
- (b) No building may without the prior written consent of Morisset Land Company Pty Limited & The Direct Access Group Pty Limited be erected or permitted to remain erected on any Lot burdened with external walls:



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED**

Lengths are in metres

(Sheet 3 of 4 Sheets)

DP1001919

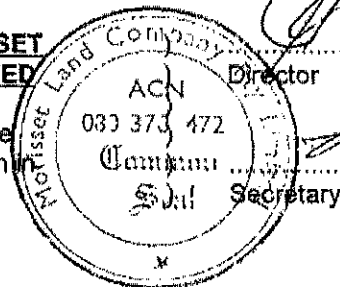
Subdivision of Lots 5 and 6
DP 613014, Lot 2 DP 502305 and Lot 129
DP 882928

- (i) of any sheeting or cladding of metal, fibrous concrete or timber unless such walls are painted;
- (ii) of any masonry construction including but not limited to brick, concrete, lightweight concrete or stone unless such walls are face brick, exposed aggregate or painted.
- (c) That there will not be carried on upon any Lot burdened the business of an automobile wrecker unless all wrecks and workings are enclosed within a building.
- (d) That there will not be carried on upon any Lot burdened the business of a scrap metal dealer unless all wrecks and workings are enclosed within a building.
- (e) No noxious, noisome or offensive trade or business will be conducted or carried out on any Lot burdened.

Name of person empowered to release, vary or modify the easement and restrictions on use thirdly referred to in the abovementioned plan.

Morisset Land Company Pty Limited A.C.N. 080 378 472 & The Direct Access Group Pty Limited A.C.N. 052 372 497 jointly whilst both remain the registered proprietor of any land in Lot 5 in DP 613014, Lot 6 in DP 613014 and Lot 2 in DP 502305 and Lot 129 DP 882928 and if one remains the registered proprietor of any such land then such right shall vest in the one which remains the registered proprietor of such land and if neither owns any such land then such right shall vest in Lake Macquarie Council.

The Common Seal of **MORISSET
LAND COMPANY PTY LIMITED**
A.C.N. 080 378 472 was
hereunto affixed in accordance
with the Articles of Association in
the presence of:



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED**

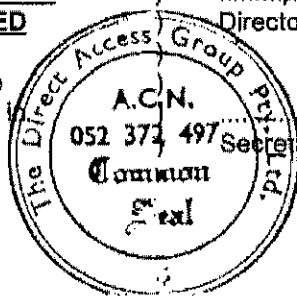
Lengths are in metres

(Sheet 4 of 4 Sheets)

DP1001919

Subdivision of Lots 5 and 6
DP 613014, Lot 2 DP 502305 and Lot 129
DP 882928

The Common Seal of **THE DIRECT
ACCESS GROUP PTY LIMITED**
A.C.N. 052 372 497 was
hereunto affixed in accordance
with the Articles of Association in
the presence of:



[Signature]
.....
Director

[Signature]
.....
Secretary

The Common Seal of **NATIONAL
AUSTRALIA BANK LIMITED**
A.C.N. 004 044 937
Was hereunto affixed in accordance
With the Articles of Association in
The presence of:

.....
Director

.....
Secretary

SIGNED AT MELB AND THIS 13TH DAY
OF MAY 1999 FOR NATIONAL
AUSTRALIA BANK LIMITED BY GARY LEE
IT'S DULY APPOINTED ATTORNEY UNDER
POWER OF ATTORNEY
NO. 549 BOOK 3534
[Signature]
MANAGER
WITNESS
[Signature]

FOR GARY LEE

The Common Seal of **SUNCORP-
METWAY LIMITED**
A.C.N. 010 831 722
was hereunto affixed in accordance
with the Articles of Association in
the presence of:

[Signature]
.....
Director

.....
Secretary

By its duly constituted attorney
under Power of Attorney
Book 3859 No. 372

REGISTERED  7-6-1999

[Signature]

PLAN FORM 1

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

Plan Drawing only to appear in this space

FOR SIGNATURES AND SEALS ONLY

SIGNED AT MAITLAND THIS 23RD DAY OF JULY 1999 FOR NATIONAL AUSTRALIA BANK LIMITED BY GARY LEE ITS DUTY APPOINTED ATTORNEY UNDER NO. 2113 BOOK 2654
 MANAGER
 WITNESS

Crown Lands Office Approval

Authorised Officer
 Land District
 Paper No.
 Field Book pages

Council Clerk's Certificate

I hereby certify that -
 (a) the requirements of the Local Government Act, 1979, (other than the requirements for the registration of plans, and
 (b) the requirements of Part 3 Division 2 of the Water Board Act 1974, of the Water Board (as amended by the Water Board (Amendment) Act 1981,
 have been complied with by the applicant in addition to the proposed
 (insert 'new road', 'subdivision', or 'consolidated lot') set out herein
 Subdivision No.
 Date
 (Signature)
 General Manager / Authorised Person
 Council File No.

This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be used for the purpose is not in the hands of the Water Board Corporation Ltd.

Includes if appropriate.

SURVEYORS REFERENCE 710L6-3

70 80 90 100 110 120 130 140 150 160 170 180 190 200 Table of mm

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1001925



7-6-1999

Registered: CA
 Title System: SHEET 2 OF 2 SHEETS
 Purpose:
 Ref Map:
 Last Page:
 PLAN

Lengths are in metres. Precision Ratio 1:

LDic
 Suburb/Locator:
 Parish:
 County:
 Please used in preparation of survey/completion.

MICHAEL JOHN DELBRIDGE
 of Ayrton & DeWitt, DIXIEBID CHARLESTOWN
 a surveyor registered under the Surveyors Act, hereby certify that the survey represented in this plan is accurate, was done in accordance with the Surveyors (Practice) Regulation 1985 and was completed on
 The survey relates to
 (Date) specify the first ordinary paragraph, or specify any part shown in the plan that is not the subject of the survey.

Signature: Surveyor registered under the Surveyors Act 1985
 Name: Michael John Delbridge
 Zone: Standard/Assured

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Lengths are in Metres

(Sheet 1 of 2 Sheets)

DP1001925

Easement to Drain Water
3 wide within Lot 402 DP 1001919

Full name and address of
the owner of the land:

Morisset Land Company Pty Limited
A.C.N. 080 378 472
Unit 1, 11 Glenwood Drive
THORNTON NSW 2322

The Direct Access Group Pty Limited
A.C.N. 052 372 487
Unit 1, 19 Kenrick Street
THE JUNCTION NSW 2291

Full name and address of
the Mortgagee of the land:

National Australia Bank Limited
A.C.N. 044 044 937
Suite 1, Caroline Place
MAITLAND NSW 2320

PART 1

1. Identity of Easement to be created
and firstly referred to in the plan.

Easement to drain water 3 wide.

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

402 DP1001919

LOTS BENEFITED

406 DP1001919



INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

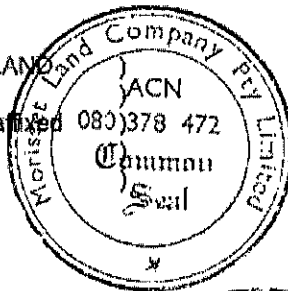
Lengths are in Metres

(Sheet 2 of 2 Sheets)

DP1001925

Easement to Drain Water
3 wide within Lot 402 DP 1001919

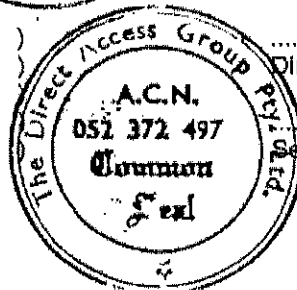
The Common Seal of MORISSET LAND COMPANY PTY LIMITED
A.C.N. 080 378 472 was hereunto affixed
in accordance with the Articles of
Association in the presence of:



Director

Secretary

The Common Seal of THE DIRECT ACCESS GROUP PTY LIMITED
A.C.N. 052 372 497 was hereunto affixed
in accordance with the Articles of
Association in the presence of:


Director
Secretary

SIGNED AT MAITLAND THIS ... DAY
OF ... 19... FOR NATIONAL
AUSTRALIA BANK LIMITED BY GARY LEE
IT'S DULY APPOINTED ATTORNEY UNDER
POWER OF ATTORNEY
NO. 549 BOOK 3834

MANAGER

WITNESS

FOR GARY LEE

REGISTERED 7-6-1999

PLAN FORM 2

SCHEMATIC AND SIZES ONLY



Survey-Metwry Limited
A.C.N. 019 831 722
 By the duly constituted
 attorney under Power
 of Attorney Book
 3659 No. 572
Philip Robert Payne Land

Open Joint Office Approval

Subdivision Card No. _____

Land Name: _____

Plan No.: _____

Power No.: _____

Power Date: _____

Subdivisor Certificate

Under the provisions of s.230 of the Environmental Planning and Assessment Act 1979, I hereby certify that the subdivision of the land described in the schedule to this plan is in accordance with the provisions of that Act.

* Chief Subdivisor's Office No. 2

Date of approval: 1999-11-03

Applicable to: 9

Subdivision Certificate No. 201/1

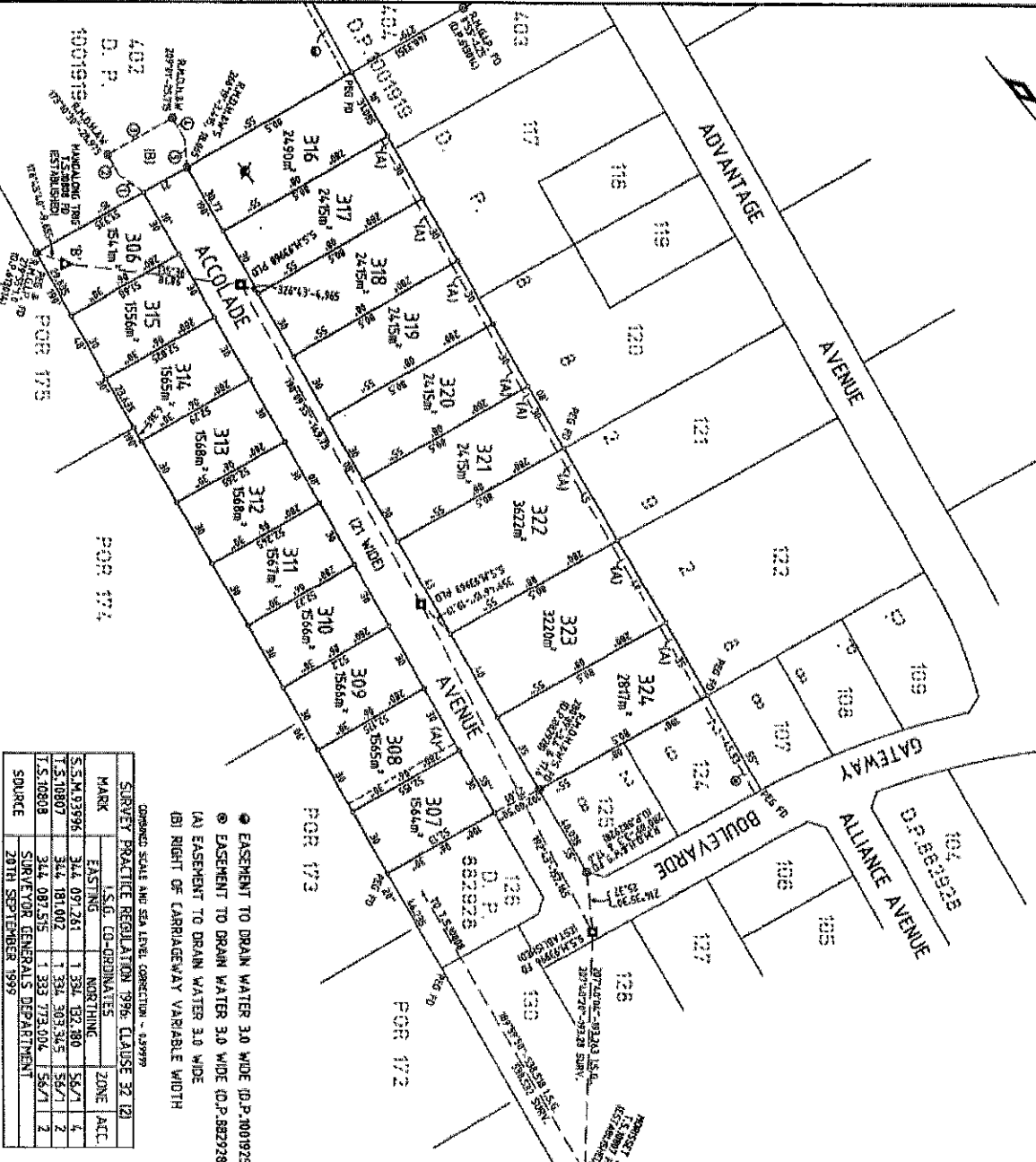
The plan is to be lodged in accordance with the Joint Office of the Registrar-General and the Registrar-General.

A check indicates a discrepancy.

Amendment reference: 1104-4

SHEET LIST TABLE

1	1001919	157/121
2	1001919	157/121
3	1001919	157/121
4	1001919	157/121
5	1001919	157/121



OPPOSED SCALE AND SEA LEVEL CORRECTION - 439999

MARK	S.S.M. 93596	1:5.70807	1:5.70808
EASTING	344.097261	344.181002	344.087515
NORTHING	1.382.182.880	1.382.303.845	1.383.779.006
ZONE	56/1	56/1	56/1
ACC	2	2	2

SURVEYOR GENERAL'S DEPARTMENT
 20TH SEPTEMBER 1999

- EASEMENT TO DRAIN WATER 3.0 WIDE (D.P. 1001925)
- ◎ EASEMENT TO DRAIN WATER 3.0 WIDE (D.P. 882928)
- (A) EASEMENT TO DRAIN WATER 3.0 WIDE
- (B) RIGHT OF CARRIAGEWAY VARIABLE WIDTH

WARNING: CROSSING OR FOLDING WILL LEAD TO REJECTION

DP1006483

9.11.1999

LAKE MACQUARIE

MANOLONG

NORTHUMBERLAND

MICHAEL JOHN DELBRIDGE

PLAN OF SUBDIVISION OF LOT 106

D.P. 1001919 AND RIGHT OF

CARRIAGEWAY VARIABLE WIDTH

WITHIN LOT 402 D.P. 1001919

PLAN FORM 2

SCHEMATIC AND SIZES ONLY

LAKE MACQUARIE

MANOLONG

NORTHUMBERLAND

MICHAEL JOHN DELBRIDGE

PLAN OF SUBDIVISION OF LOT 106

D.P. 1001919 AND RIGHT OF

CARRIAGEWAY VARIABLE WIDTH

WITHIN LOT 402 D.P. 1001919

PLAN FORM 2

SCHEMATIC AND SIZES ONLY

LAKE MACQUARIE

MANOLONG

NORTHUMBERLAND

MICHAEL JOHN DELBRIDGE

PLAN OF SUBDIVISION OF LOT 106

D.P. 1001919 AND RIGHT OF

CARRIAGEWAY VARIABLE WIDTH

WITHIN LOT 402 D.P. 1001919

PLAN FORM 2

SCHEMATIC AND SIZES ONLY

LAKE MACQUARIE

MANOLONG

NORTHUMBERLAND

MICHAEL JOHN DELBRIDGE

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

Lengths are in metres

(Sheet 1 of 3 Sheets)

DP1006483

Subdivision of Lot 406 DP 1001919
and Right of Carriageway variable width
within Lot 402 in DP 1001919


**Full Name and Address of
The Owner of the land:**

Morisset Land Company Pty Limited
A.C.N. 080 378 472
Unit 1, 11 Glenwood Drive
THORNTON NSW 2322

The Direct Access Group Pty Limited
A.C.N. 052 372 497
Unit 1, 19 Kenrick Street
THE JUNCTION NSW 2291

**Full Name and Address of
The Mortgagee of the land:**

Suncorp-Metway Limited
A.C.N. 010 831 722
169-173 King Street
NEWCASTLE NSW 2300



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

Lengths are in metres

(Sheet 2 of 3 Sheets)

Plan:

DP1006483

Subdivision of Lot 406 DP 1001919
and Right of Carriageway variable width
within Lot 402 in DP 1001919

PART 1

1. **Identity of Easement to be created and
Firstly referred to in the plan** Easement to Drain Water 3 wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

308
317
318
319
320
321
322
323
324

LOTS BENEFITED

173/755242
316
316, 317
316-318 incl
316-319 incl
316-320 incl
316-321 incl
316-322 incl
316-323 incl

2. **Identity of Easement to be created and
Secondly referred to in the plan** Right of Carriageway variable width

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

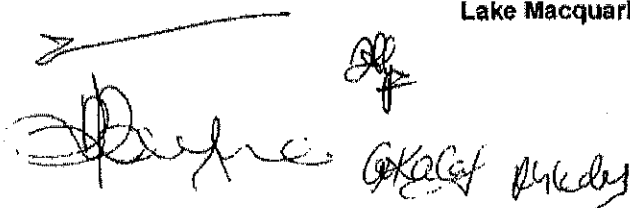
402/1001919

AUTHORITY BENEFITED

Lake Macquarie City Council

**Name of Authority empowered to release, vary or modify the easements firstly and secondly
referred to in the plan.**

Lake Macquarie City Council

Handwritten signatures and initials, including a large signature on the left and several smaller initials and signatures on the right.

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

Lengths are in metres

(Sheet 3 of 3 Sheets)

Plan:

DP1006483

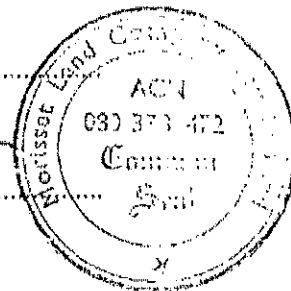
Subdivision of Lot 408 DP 1001919
and Right of Carriageway variable width
within Lot 402 in DP 1001919

The Common Seal of **MORISSET
LAND COMPANY PTY LIMITED**
A.C.N. 080 378 472 was
hereunto affixed in accordance
with the Articles of Association in
the presence of:

)
)
)
)
)
)

[Signature]
.....
Director

[Signature]
.....
Secretary

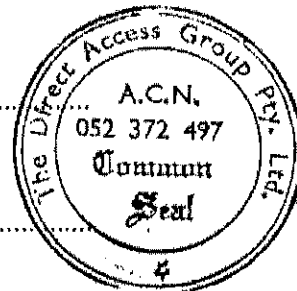


The Common Seal of **THE DIRECT
ACCESS GROUP PTY LIMITED**
A.C.N. 052 372 497 was
hereunto affixed in accordance
with the Articles of Association in
the presence of:

)
)
)
)
)
)

[Signature]
.....
Director

[Signature]
.....
Secretary

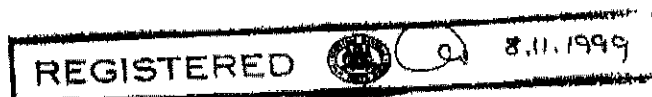


Suncorp-Metway Limited
A.C.N 010 831 722
By its duly constituted
attorney under Power
of Attorney Book
3859 No. 372

Phillip Reginald Payne Level 1

[Signature]

Duly Witnessed by
Vicki Ann Foley
Bank Officer : *[Signature]*



Form: 15CH
Release: 1-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900



AM134369X

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

(A) TORRENS TITLE	For the common property CP/SP73547	
(B) LODGED BY	Document Collection Box 30P	Name, Address or DX, Telephone, and Customer Account Number if any LJ KANE & CO LLPN 123818G Reference: <u>CSTM CENTRALCOAST SP73547</u>
		CODE CH

- (C) The Owners-Strata Plan No. 73547 certify that pursuant to a resolution passed on 15/9/2016 and
 (D) in accordance with the provisions of Section 120(2) of the Strata Schemes Management Act 2015
 the by-laws are changed as follows—
 (E) Repealed by-law No. NOT APPLICABLE
 Added by-law No. Special By-Law 1
 Amended by-law No. NOT APPLICABLE
 as fully set out below:

**** SEE ANNEXURE ****

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
 (G) The seal of The Owners-Strata Plan No. 73547 was affixed on 8/12/2016 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: _____
 Name: Stephen Hogg
 Authority: _____
 Signature: _____
 Name: _____
 Authority: _____



ANNEXURE

STRATA PLAN 73547

SPECIAL BY-LAW 1 – FIRE INSPECTION/SERVICING

Resolved That the Owners Corporation **SPECIALLY RESOLVE** pursuant to Section 120(2) of the Strata Schemes management Act 2015, to determine the following additional By-Law:-

- On the conditions set out in this by-law, the Owners Corporation will have authority to employ a fire services contractor to enter into each lot to service, maintain and replace the required fire services of each lot so as to comply with the requirements of local Council.
- The conditions of the by-law allows the Owners Corporation to charge each owner the cost of the service, maintenance and/or replacement of the fire services item in the individual owners lot and the cost to be added to the owners levy for payment by the owner.
- The 'fire services items' within each lot will include fire extinguishers, exit lights, location signs, smoke alarms, smoke detectors & fire blankets.



The Common Seal of the Owners SP73547 was hereunto affixed on 8th December, 2016 in the presence of CSTM CENTRAL COAST PTY LTD being the person(s) authorised by Section 273 of the Strata Schemes Management Act, 2015 to attest the affixing of the seal.

Signed by CSTM CENTRAL COAST PTY LTD (ABN 43 073 850 094) by its Licensee In Charge Stephen Hogg with the delegated authority.

Industrial Schemes By-laws under The Strata Schemes Management Regulation 1997 for SP73547

Page 1/3

1 Vehicles

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

2 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

3 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any sign to advertise the activities of the occupier of the lot, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the owners corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation referred to in subclause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or sign referred to in subclause (3) that forms part of the common property and that services the lot.

4 Children on common property

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to remain on common property, unless accompanied by an adult exercising effective control.

5 Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

6 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the written approval of the owners corporation.

7 Cleaning windows and doors

An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:

- (a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

JP

Industrial Schemes By-laws under The Strata Schemes Management Regulation 1997 for SP73547

Page 2/3

8 Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
 - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) Subclause (1) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
- (3) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
 - (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (4) Subclause (3) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

9 Appearance of lot

The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

10 Change in use of lot to be notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot).

11 Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

12 Prevention of hazards

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

Industrial Schemes By-laws under The Strata Schemes Management Regulation 1997 for SP73547

Page 3/3

13 Provision of amenities or services

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) security services,
- (b) promotional services,
- (c) cleaning,
- (d) garbage disposal and recycling services,
- (e) electricity, water or gas supply,
- (f) telecommunication services (for example, cable television).

(2) If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

23 October 2025

INFOTRACK PTY LTD
PO Box 4029
SYDNEY NSW 2001

Our Ref:179832
Your Ref: 556765-
NEKZAH PTY:208736
ABN 81 065 027 868

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

Fee Paid: 70.60
Receipt No: 14329225
Receipt Date: 20 October 2025

DESCRIPTION OF LAND

Address: 3/14 Accolade Avenue, MORISSET NSW 2264
Lot Details: Lot 3 SP 73547
Parish: Mandolong
County: Northumberland

For: TONY FARRELL
CHIEF EXECUTIVE OFFICER



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 (Exempt and Complying Development Codes) 2008

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

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Primary Production) 2021

Chapter 2 Primary production and rural development

State Environmental Planning Policy (Resources and Energy) 2021

Chapter 2 Mining, petroleum production and extractive industries

State Environmental Planning Policy (Industry and Employment) 2021

Chapter 3 Advertising and signage

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapter 4 Koala habitat protection 2021

State Environmental Planning Policy (Planning Systems) 2021

Chapter 2 State and regional development

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 3 Hazardous and offensive development

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Chapter 4 Remediation of land

State Environmental Planning Policy (Precincts-Regional) 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-Western Parkland City) 2021

Chapter 2 State significant precincts

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 2 Infrastructure

State Environmental Planning Policy (Planning Systems) 2021

Chapter 4 Concurrences and consents

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 3 Educational establishments and child care facilities

State Environmental Planning Policy (Precincts-Central River City) 2021

Chapter 2 State significant precincts

- (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 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.
E4 General Industrial
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.
Building identification signs; Business identification signs
- (iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.
Depots; Freight transport facilities; Garden centres; General industries; Goods repair and reuse premises; Hardware and building supplies; Industrial retail outlets; Industrial training facilities; Light industries; Local distribution premises; Medical centres; Neighbourhood shops; Oyster aquaculture; Take away food and drink premises; Tank-based aquaculture; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4
- (iv) The purposes for which the Instrument provides that development is prohibited within the zone.
Advertising structures; Air transport facilities; Amusement centres; Boat launching ramps; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Community facilities; Correctional centres; Eco-tourist facilities; Educational establishments; Entertainment facilities; Exhibition homes; Exhibition villages; Extensive agriculture; Extractive industries; Farm buildings; Forestry; Function centres; Funeral homes; Health services facilities; Heavy industrial storage establishments; Heavy industries; Highway service centres; Home businesses; Home occupations; Home-based child care; Information and education facilities; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Pond-based aquaculture; Public administration buildings; Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Residential accommodation; Restricted premises; Rural industries; Tourist and visitor accommodation; Water recreation structures

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).

No

- (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

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas.

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 - Morisset Contributions Catchment - 2012

The Lake Macquarie City Council Section 7.12 Contributions Plan – Citywide 2019

The following Draft Citywide Development Contributions Plans apply to the land:

Draft Lake Macquarie City Council Section 7.12 Citywide Development Contributions Plan – 2025

Draft Lake Macquarie City Council Section 7.11 Citywide Development Contributions Plan – 2025

NOTE: The Draft Citywide Development Contributions Plans can be viewed on Council's Website [Shape Lake Mac | Draft Citywide Development Contributions Plans](#)

(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.

NOTE: This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

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.

NOTE: This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

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.

NOTE: This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and

Complying Development Codes) 2008.

Pattern Book 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.

NOTE: This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

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.

NOTE: This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

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.

NOTE: This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

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.

NOTE: This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Industrial and Business 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.

NOTE: This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Industrial and Business Buildings (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.

NOTE: This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

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.

NOTE: This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

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.

NOTE: This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

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.

NOTE: This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

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.

NOTE: This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Agritourism and Farm Stay Accommodation 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.

NOTE: This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

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.

NOTE: This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

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

No

(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.

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:**

This chapter does not apply to the Lake Macquarie Local Government Area.

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

24 Special Entertainment Precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the [Local Government Act 1993, section 202B](#).

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

ATTACHMENT:

Complimentary Certificate for the Real Property Lot

23 October 2025

INFOTRACK PTY LTD
PO Box 4029
SYDNEY NSW 2001

Our Ref:179831
Your Ref: 556765-
NEKZAH PTY:208736
ABN 81 065 027 868

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

Fee Paid: 0.00
Receipt No:
Receipt Date: 20 October 2025

DESCRIPTION OF LAND

Address: 14 Accolade Avenue, MORISSET NSW 2264
Lot Details: Lot 320 DP 1006483
Parish: Mandolong
County: Northumberland

For: TONY FARRELL
CHIEF EXECUTIVE OFFICER



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.

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Chapter 2 State significant precincts

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Chapter 2 Infrastructure

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Chapter 4 Concurrences and consents

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Chapter 3 Educational establishments and child care facilities

State Environmental Planning Policy (Precincts-Central River City) 2021

Chapter 2 State significant precincts

- (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 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.
E4 General Industrial
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.
Building identification signs; Business identification signs
- (iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.
Depots; Freight transport facilities; Garden centres; General industries; Goods repair and reuse premises; Hardware and building supplies; Industrial retail outlets; Industrial training facilities; Light industries; Local distribution premises; Medical centres; Neighbourhood shops; Oyster aquaculture; Take away food and drink premises; Tank-based aquaculture; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4
- (iv) The purposes for which the Instrument provides that development is prohibited within the zone.
Advertising structures; Air transport facilities; Amusement centres; Boat launching ramps; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Community facilities; Correctional centres; Eco-tourist facilities; Educational establishments; Entertainment facilities; Exhibition homes; Exhibition villages; Extensive agriculture; Extractive industries; Farm buildings; Forestry; Function centres; Funeral homes; Health services facilities; Heavy industrial storage establishments; Heavy industries; Highway service centres; Home businesses; Home occupations; Home-based child care; Information and education facilities; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Pond-based aquaculture; Public administration buildings; Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Residential accommodation; Restricted premises; Rural industries; Tourist and visitor accommodation; Water recreation structures

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).

No

- (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

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas.

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 - Morisset Contributions Catchment - 2012

The Lake Macquarie City Council Section 7.12 Contributions Plan – Citywide 2019

The following Draft Citywide Development Contributions Plans apply to the land:

Draft Lake Macquarie City Council Section 7.12 Citywide Development Contributions Plan – 2025

Draft Lake Macquarie City Council Section 7.11 Citywide Development Contributions Plan – 2025

NOTE: The Draft Citywide Development Contributions Plans can be viewed on Council's Website [Shape Lake Mac | Draft Citywide Development Contributions Plans](#)

- (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.

NOTE: This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

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.

NOTE: This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

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.

NOTE: This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Pattern Book 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.

NOTE: This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

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.

NOTE: This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

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.

NOTE: This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

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.

NOTE: This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Industrial and Business 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.

NOTE: This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Industrial and Business Buildings (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.

NOTE: This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

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.

NOTE: This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

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.

NOTE: This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

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.

NOTE: This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

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.

NOTE: This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Agritourism and Farm Stay Accommodation 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.

NOTE: This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

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.

NOTE: This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

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

No

(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.

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:**

This chapter does not apply to the Lake Macquarie Local Government Area.

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

24 Special Entertainment Precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the [Local Government Act 1993, section 202B](#).

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

HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SEWER LOCATION DIAGRAM

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

14 ACCOLADE

MORISSET NSW

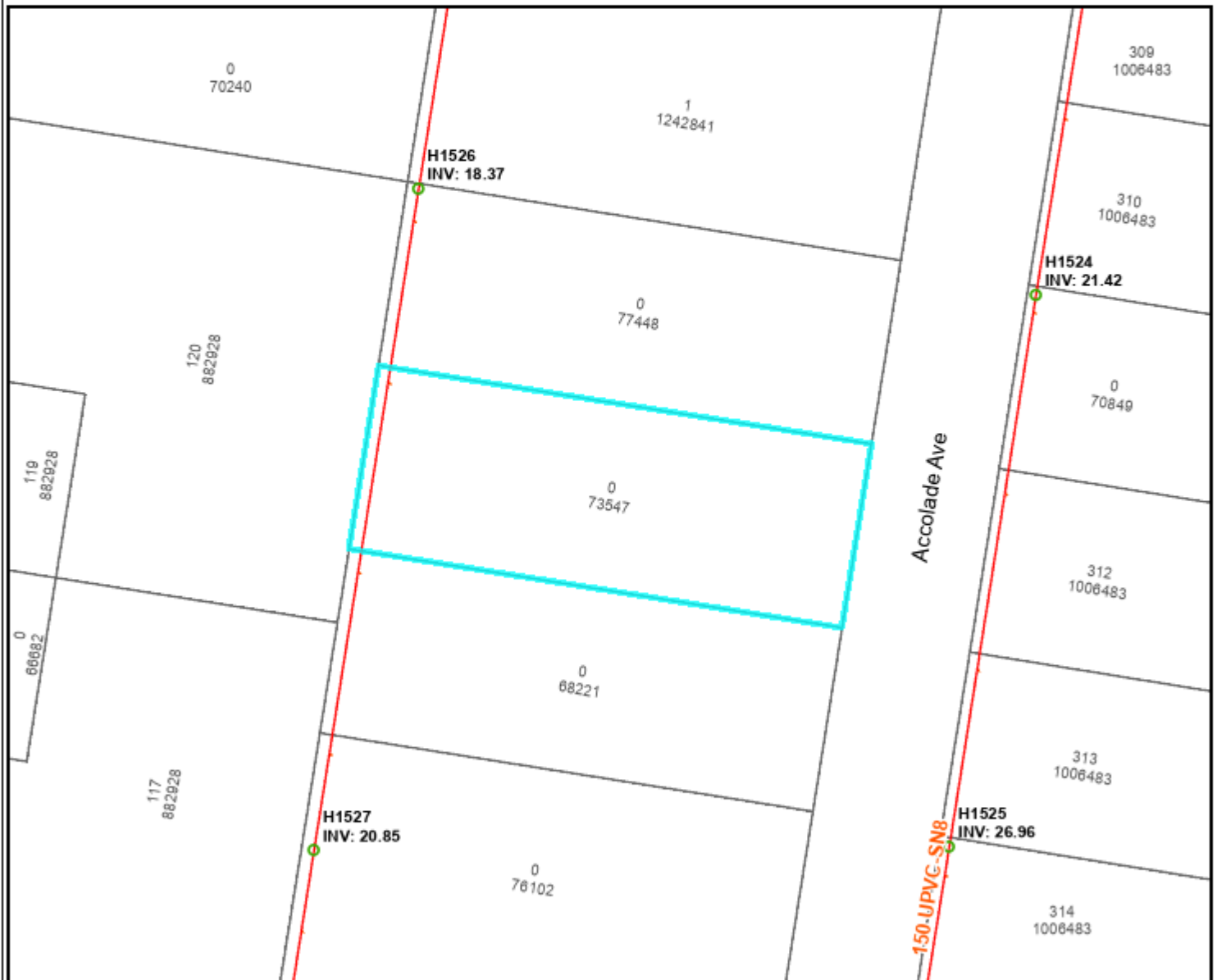
APPLICATION NO.: 2682269

APPLICANT REF: M 556765- Nekzah Pty Limited ACN 651 38

RATEABLE PREMISE NO.: 1113910112

PROPERTY ADDRESS: 14 ACCOLADE AVE MORISSET 2264

LOT/SECTION/DP:SP: CP//SP73547



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

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

IMPORTANT:

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

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

Date: 18/10/2025

Scale at A4: 1:1,000

CADASTRAL DATA © NSW DCS Spatial Services
CONTOUR DATA © AAM
© NSW DPIE

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

STRATA TITLE (COMMERCIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: **Nekzah Pty Limited ACN 651 382 035**
Purchaser:
Property: **Unit 3, 14 Accolade Avenue, Morisset NSW 2264**
Dated: **24 October 2025**

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What is the nature of any tenancy or occupancy?
 - (b) If it is in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) What is the current rent payable?
 - (e) Please provide details of outgoings or contributions to outgoings payable and the manner in which they have been calculated (e.g. base year figures).
 - (f) All rent and outgoings or contributions to outgoings should be paid up to or beyond the date of completion.
 - (g) Please provide details of any bond money held, which is to be paid or allowed to the purchaser on completion.
 - (h) If the bond money is held by a government entity pursuant to legislation then the appropriate documentation should be handed over on completion to enable the purchaser to acquire the vendor's rights.
 - (i) Please provide details of any bank guarantees or any personal guarantees which are held by the vendor.
 - (j) Appropriate transfer documentation duly signed should be handed over on completion assigning the vendor's interest in the bank guarantees and any personal guarantees.
 - (k) Are there any sub-leases? If so, copies should be provided.
 - (l) Please provide details of current insurances held by the tenant over the improvements and/or for public liability and plate glass, in particular the type of the cover, the name of the insurer, the period of the cover and the amount of the cover.
4. Is any tenancy subject to the *Retail Leases Act 1994* (NSW)?
If so:
 - (a) complete copies of the disclosure statements as required by that Act should be provided;
 - (b) a copy of a certificate given under Section 16(3) of that Act should be provided or other evidence to confirm that Section 16 would not apply to the lease;
 - (c) is the vendor aware of any provision of the lease which is not enforceable because of a non disclosure in the disclosure statement or any lease which has been entered into in contravention of that Act?
 - (d) Are there any retail tenancy disputes on foot? If so, please provide details;
 - (e) Has any retail tenancy claim or unconscionable conduct claim been made under that Act?
 - (f) Have any orders or appointments been made under Part 8 of that Act? If so, please provide details.
5. Is any part of the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010 (NSW))? If so, please provide details.
6. If any tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

7. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
8. On or before completion, any mortgage, caveat writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015* (NSW) (Act).
9. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
10. When and where may the title documents be inspected?

- 11.
- (a) **In these requisitions, personal property, secured party, security agreement, security interest and verification certificate have the same meanings as in the *Personal Property Securities Act 2009 (Cth)*.**
 - (b) **Are the inclusions** or other items of **personal property included in the sale (inclusions)** subject to a security interest or has the vendor entered into any **security agreement** in respect of **the inclusions and in respect of** which the vendor has received, or waived its right to receive, a verification **certificate**? If so, please provide full details of the property the subject of the security interest, the nature of the **security** agreement giving rise to the security interest and the **full name, address, ACN and/or ABN of the** secured party or security agreement counterparty.
 - (c) If a security interest has arisen or been granted over **the inclusions**, the vendor must procure a full release and discharge of that security interest by the secured party to the extent that it relates to **the inclusions**. Please provide details of whether the release will be a full or partial release of the security interest and confirm the manner in which the release is to be effected (eg. by provision of a duly executed *Deed Poll of Release and Undertaking to Amend Registration* in the form recommended by the Australian Bankers' Association).
12. A depreciation schedule or all details of the written down values of all fixtures, fittings and chattels included in the Property must be provided.
13. Has any notice been given or received or has an application been made under the *Encroachment of Buildings Act 1922 (NSW)*, *Access to Neighbouring Land Act 2000 (NSW)*, Section 88K of the *Conveyancing Act 1919 (NSW)*, Section 40 of the *Land and Environment Court Act 1979 (NSW)* or are there circumstances which would give rise to a notice or application under those Acts in respect of the Property or the common property? If the answer is yes, please provide full details.
- Rates and taxes**
14. All rates, taxes, levies, other charges and assessments, including land tax, affecting the Property must be paid up to the date of completion and receipts produced.
15. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
- (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
16. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.
- Survey and building**
17. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
18. Is the vendor in possession of a survey report on the Property? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
19. In respect of the Property and the common property:
- (a) Have the provisions of the *Local Government Act 1993 (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations and instruments or former instruments been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979 (NSW)*) or an Occupation Certificate as referred to in Section 6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 6 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
20. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?

- (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 21.
- (a) Is the Property or the common property affected or have they been previously affected by:
 - (i) termite infestation, treatment or repair?
 - (ii) flooding or dampness?
 - (iii) functional problems with equipment such as air conditioning, roofs, lifts or inclinators, pool equipment, building management and security systems?
 If so, please provide full details.
 - (b) Has asbestos, fibreglass or polyethylene or other flammable or combustible material such as cladding been used in the construction of any of the improvements on the Property or the common property? If so, please provide full details.
 - (c) If the property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 22.
- (a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the local council, any water or sewerage authority or any other authority concerning any development on the Property or the common property?
 - (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
23. Is there a swimming pool on the Property or the common property to which the *Swimming Pools Act 1992* (NSW) applies? If so:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the Contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 24.
- (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW)?
25. Are any rainwater downpipes connected to the sewer?
- Affectations, notices and claims**
26. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions on use other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them such as underground pipes or structures?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?

- (v) any charge or liability including liability for remediation of the Property, or proceedings under the *Contaminated Land Management Act 1997* (NSW) or any environment protection legislation (as defined in that Act) or any circumstances which could lead to any such liability, charge or to proceedings being commenced?
 - (e) If the answer to any part of Requisition 26(d) is *yes*, please:
 - (i) provide full details;
 - (ii) advise whether any applicable notice, order, direction, resolution or liability has been fully complied with; and
 - (iii) provide full details regarding the extent of any non-compliance.
- 27.
- (a) If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (ii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

Applications, Orders etc

28. Are there any applications made, proposed or threatened, whether by an owner or owners of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
29. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
30. Are there any:
 - (a) orders of the Tribunal;
 - (b) notices of or investigations by the Owners Corporation;
 - (c) notices or orders issued by any Court; or
 - (d) notices or orders issued by the Council or any public authority or water authority,
 affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
31. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
32. Has any proposal been given by any person or entity to the Owners Corporation or to the Vendor for:
 - (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme (including a strata renewal proposal)?
 If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

33. Has the initial period expired?
34. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
35. If the Property includes a utility lot, please specify the restrictions.
36. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
37. Has an appointment of a strata managing agent and/or a building manager been made? If so:
 - (a) who has been appointed to each role;
 - (b) when does the term or each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
38. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
39. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
40. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
41. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015* (NSW)? If so, are there any proposals to amend the registered building management statement?
42. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have then been consolidated? If so, please provide particulars.
43. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
44. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.

45. Has the Owners Corporation met all of its obligations under the Act relating to:
- insurances;
 - fire safety;
 - occupational health and safety;
 - building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989* (NSW);
 - the preparation and review of the 10 year plan for the capital works fund; and
 - repair and maintenance.
46. Is the secretary (NSW Fair Trading) in receipt of a building bond for any building work on a building that is part of the Property or the common property? If so, has any application to claim or realise any amount been made?
47. Has an internal dispute resolution process been established? If so, what are its terms?
48. Has the Owners Corporation complied with its obligations to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

49. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Warranties and service contracts

50. Please provide copies of any warranty or maintenance or service contract for the Property which is assignable on completion.
51. Please provide details, or copies if available, of any warranty or maintenance or service contract which is not assignable.

Requisitions and transfer

52. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
53. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
54. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
55. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
56. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

Completion

57. Please confirm that on completion you will hand to us:
- a discharge of any mortgage, a withdrawal of any caveat, removal of any priority notice and the appropriate Section 22 Notice;
 - the Certificate of Title Folio Identifier;
 - Transfer executed by the vendor and Section 22 Notice;
 - the vendor's copies of all leases and disclosure statements;
 - notices of attornment;
 - all keys in the possession of the vendor;
 - original of any Building Information Certificate or Building Certificate, Survey Report, occupation certificate and swimming pool compliance or non-compliance certificate;
 - instruction manuals and warranties for any plant belonging to the vendor;
 - any third party guarantees together with appropriate assignments;
 - any documents required for the purchaser to have benefit of any bonds;
 - tax invoice;
 - depreciation schedule;
 - any documents required for the purchaser to have good title to any fixtures, fittings or personal property or licence; and
 - keys and other mechanisms (such as remote control equipment) for access to the premises (internal and external).
58. The purchaser reserves the right to make further requisitions prior to completion.
59. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

60. If the Contract is an off the plan contract:
- Is the vendor aware of an inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licenced conveyancer or law practice.