

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>Premier Estate Agents</b> 151 Lambton Road, Broadmeadow NSW 2292 Email: vlado@premierestateagents.com.au	<b>Phone: 02 4956 2605</b> <b>Ref: Vlado Zvicer</b>
co-agent		
vendor	<b>Kathy Ann Whipp</b> 43 Hasluck Drive, Rankin Park NSW 2287	
vendor's solicitor	<b>Impero Conveyancing Pty Ltd</b> 103 Nelson Street, Wallsend NSW 2287 PO Box 330, Wallsend NSW 2287 Email: fiona@imperoconveyancing.com.au	<b>Phone: 02 4910 0522</b> <b>Fax: 02 4027 5688</b> <b>Ref: FE:AG:20/2087</b>
date for completion	<b>42nd day after the date of this contract</b> (clause 15)	
land (address, plan details and title reference)	<b>Unit 1, 228 Maryland Drive, Maryland NSW 2287</b> <b>Lot 2 in Strata Plan 82689</b> <b>Folio Identifier 2/SP82689</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Duplex	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

\_\_\_\_\_  
**vendor**

**GST AMOUNT** (optional)

The price includes

GST of: \$ \_\_\_\_\_

\_\_\_\_\_  
**witness**

\_\_\_\_\_  
**purchaser**

JOINT TENANTS

tenants in common

in unequal shares

\_\_\_\_\_  
**witness**

### Choices

Vendor agrees to accept a **deposit-bond** (clause 3)

NO  yes

**Nominated Electronic Lodgement Network (ELN)** (clause 30):

PEXA

**Electronic transaction** (clause 30)

no  YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):

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

**Land tax** is adjustable

NO  yes

**GST:** Taxable supply

NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

NO  yes

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

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

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

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

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

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

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

NO  yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.

### **GSTRW payment (residential withholding payment) – further 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 email address:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

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

**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 any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any 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 section 66X of the *Conveyancing Act 1919* and 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 at any time before 5 pm on—
  - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
  - (b) the fifth business day after the day on which the contract was made—in any other case.
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 section 66W of the Act, 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 section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and 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, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

## WARNINGS

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

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning, Industry and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land &amp; Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
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)

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>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>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<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>document of title</i>	document relevant to the title or the passing of title;
<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 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<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>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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).

## 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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *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 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

### 4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.

### 5 Requisitions

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

### 6 Error or misdescription

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



## 7 Claims by purchaser

*Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *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 *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *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.

## 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.
- 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 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.
- 14.6 *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 –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 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).
- 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 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.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 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.
- 16.6 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**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 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
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 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.
- 16.13 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.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *-serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 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; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 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 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 - 3) 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.

**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 s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 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 14.5 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own 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 –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - 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 form of 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 The vendor must give a proper covenant to produce where relevant.
- 25.9 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.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 14.1.
- 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 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 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
- 30.3.2 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 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
- 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.
- 30.13 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                              |   |
|------------------------------|---|
| <i>adjustment figures</i>    | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>  | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>       | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>    | the rules made under s12E of the Real Property Act 1900;  |
| <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>ECNL</i>                  | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>        | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <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 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'</i> <i>Conveyancing Transaction</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>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<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>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<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> .

### 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 The purchaser must –
- 31.2.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 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 clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 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.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

## **ADDITIONAL SPECIAL CONDITIONS**

### **1. Notice to complete**

1.1. In the event of either party failing to complete this Contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a Notice to Complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this Contract, such Notice to Complete shall be deemed both at law and in equity sufficient to make time of the essence of this Contract.

### **2. Death or incapacity**

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

### **3. Purchaser acknowledgements**

3.1. The Property together with the improvements is sold in its present state of repair and condition and the Purchaser acknowledges that the Property is purchased having not relied upon any warranties or representations made by or on behalf of the Vendor not contained in this Contract. The Purchaser shall not call upon the Vendor to carry out any repairs to the Property, or any furnishings and chattels, or comply with any work order made after the date hereof.

### **4. Late completion**

4.1. In the event that completion is not effected on the Completion Date due to the Purchaser's default, the Purchaser shall pay to the Vendor on completion, in addition to the balance of the purchase price, 8% interest per annum calculated daily on the balance of the purchase price from the Completion Date until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the Purchaser is ready, willing and able to complete and the Vendor is not.

4.2. In the event that completion is not effected on the Completion Date due to the Purchaser's default and that the Vendor is ready, willing and able to complete, and the Vendor issues a Notice to Complete, the sum of \$220.00 (inclusive of GST) on account of the additional fees incurred by the Vendor because of the delay will be payable by the Purchaser as an additional adjustment on settlement. It is an essential term of this Contract that this fee is paid.

### **5. Agent**

5.1. 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 Vendor's Agent, if any, referred to in this Contract, and the Purchaser agrees that they will at all times indemnify and keep indemnified the Vendor from and against any claim whatsoever for commission, which

may be made by any real estate agent or other person arising out of or in connection with the Purchaser's breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this Contract, and shall continue in full force, and effect, notwithstanding completion.

## **6. Claims by the Purchaser**

- 6.1. Notwithstanding the provisions of clauses 6 and 7 hereof, the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of Clause 7 and 8 entitling the Vendor to rescind this Contract.

## **7. Requisitions on Title**

- 7.1. The Purchaser agrees that the only form of general Requisitions on Title the Purchaser may make pursuant to clause 5 of this Contract shall be in the form of the Requisitions on Title annexed hereto.

## **8. Deposit**

- 8.1. Despite any other provision in this Contract the Deposit herein will be ten per cent (10%) of the Contract price. Should the Vendor elect to accept a lesser sum as at the date of this Contract then the same shall be deemed to be an initial instalment of the Deposit only, and the balance of the Deposit will be payable upon completion PROVIDED THAT no default on the part of the Purchaser occurs in respect of any condition or obligation of the Purchaser pursuant to this Contract.
- 8.2. Should the Purchaser default prior to completion then, notwithstanding any other right or remedy which the Vendor may have, the balance of the said Deposit shall be payable forthwith.
- 8.3. If a cooling off period applies to this contract, the purchaser may pay the deposit holder in 2 instalments as follows:
- a) On or before the date of this contract 0.25% of the agreed purchase price; and
  - 8.3.1. In the event of the purchaser proceeding with the purchase on or before 5.00 pm on the fifth business day after the date of this contract a further 9.75% of the agreed purchase price.

## **9. Amendment to standard form contract**

- 9.1. The printed clauses of this Contract are amended as follows:
- a) Clause 7.1.3 is amended by replacing 14 with 7;
  - b) Clause 7.2.1 is amended by replacing 10% with 5%;
  - c) Clause 16.5 is amended by deleting "plus another 20% of that fee";
  - d) Clause 25 is amended by deleting all references to "Qualified Title" and "Limited Title".

## **10. Deposit bond**

- 10.1. The word "bond" means the deposit bond issued to the Vendor at the request of the Purchaser by the bond provider.

- 10.2. Subject to the following clauses, the delivery of the bond on exchange to the person nominated in this Contract to hold the deposit, or the Vendor's Solicitor, will be deemed to be payment of the Deposit in accordance with this Contract.
- 10.3. The Purchaser must pay the amount stipulated in the bond to the Vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the Deposit to be accounted to the Vendor.
- 10.4. If the Vendor serves on the Purchaser a written notice claiming to forfeit the Deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the Purchaser must immediately pay the Deposit or so much of the Deposit as has not been paid to the person nominated in this Contract to hold the Deposit.

## **11. Counterpart and Electronic Contract**

- 11.1. This Contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument;
- 11.2. Execution by the parties of the Contract by facsimile or email and transmission by facsimile or email of the executed Contract shall constitute a valid and binding execution of this Contract by such part or parties.
- 11.3. For the purposes of the *Electronic Transaction Act 1999* (CTH) and *Electronic Transactions Act 2000* (NSW) each of the parties consent to receiving and send the Contract electronically.

## **12. Adjustments**

- 12.1. The parties agree that if, on completion any apportionment of payments due to be made under this contract is overlooked, or incorrectly calculated, they will directly upon being requested to do so by the other party, make a correct calculation and reimburse each other accordingly after settlement. The provisions of this clause shall not merge on completion.

## **13. Sewer Service Location Plan**

- 13.1. In the event the property is located within the Hunter Water Corporation network, the purchaser acknowledges that Hunter Water Corporation does not make available individual dwelling internal lot connection diagrams in the ordinary course of administration. For the purpose of satisfying the *Conveyancing Sale of Land Regulation 2017*, Schedule 1, the 'Service Location Plan' attached to this Contract is sufficient.

## **14. Purchaser Accepts Vendor Docusigned Contract**

If the Vendor elects to sign the contract using Docusign then the following provisions take effect:

- 14.1. The Purchaser and their legal representative agree to accept a Docusigned Vendor counterpart contract for the purposes of exchange and settlement.
- 14.2. The Vendor and their legal representative have no obligation to provide an original wet signed counterpart contract;
- 14.3. The Purchaser will not make any claim, rescind, terminate or delay settlement for any matter raised in the above two (2) subclauses.

## **15. Christmas Closure**

- 15.1. Notwithstanding the completion date on the front of the contract, if the scheduled date for completion of this contract falls between 24 December 2020 and 4 January 2021 (inclusive) then completion shall take place on 6 January 2021.
- 15.2. For the purpose of calculating time under any Notice in this contract, the counting of time shall be suspended for the period between 24 December 2020 and 4 January 2021 (inclusive).

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:

Purchaser:

Property:

Dated:

---

### 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 are the nature and provisions of any tenancy or occupancy?
  - (b) If they are 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) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
  - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
  - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
8. 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.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.



### Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the property for land tax purposes for the current year?

### Survey and building

13. 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 and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
  - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations 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 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 issued under the *Environmental Planning and Assessment Act 1979* 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 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. If a swimming pool is on the common property:
  - (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
18. (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* or the *Encroachment of Buildings Act 1922*?

**Affectations, notices and claims**

19. In respect of the property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them 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?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any resumption or acquisition or proposed resumption or acquisition?
    - (ii) 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.
    - (iii) 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?
    - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (v) any realignment or proposed realignment of any road adjoining them?
    - (vi) any contamination of them?

**Owners corporation management**

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

**Capacity**

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

**Requisitions and transfer**

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. 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.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



FOLIO: 2/SP82689

SEARCH DATE	TIME	EDITION NO	DATE
22/10/2020	10:34 AM	3	22/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO. CONTROL OF THE RIGHT TO DEAL IS HELD BY NEWCASTLE PERMANENT BUILDING SOCIETY LIMITED.

LAND

LOT 2 IN STRATA PLAN 82689  
AT MARYLAND  
LOCAL GOVERNMENT AREA NEWCASTLE

FIRST SCHEDULE

KATHY ANN WHIPP (T AF79314)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP82689
- 2 AF79315 MORTGAGE TO NEWCASTLE PERMANENT BUILDING SOCIETY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

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



FOLIO: CP/SP82689

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SEARCH DATE	TIME	EDITION NO	DATE
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22/10/2020	10:34 AM	1	21/8/2009

LAND

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THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 82689  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MARYLAND  
LOCAL GOVERNMENT AREA NEWCASTLE  
PARISH OF HEXHAM COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM SP82689

FIRST SCHEDULE

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THE OWNERS - STRATA PLAN NO. 82689  
ADDRESS FOR SERVICE OF DOCUMENTS:  
228 MARYLAND DRIVE  
MARYLAND  
NSW 2287

SECOND SCHEDULE (6 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS  
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE  
AT THE DATE OF REGISTRATION OF THE SCHEME  
KEEPING OF ANIMALS - OPTION A HAS BEEN ADOPTED
- 3 DP550614 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE DESCRIBED  
6092484 RELEASED IN SO FAR AS IT AFFECTS LOT 1805 IN  
DP1008330
- 4 DP807968 EASEMENT TO DRAIN WATER 2 WIDE APPURTENANT TO THE  
LAND ABOVE DESCRIBED
- 5 DP811356 EASEMENT TO DRAIN WATER 2 WIDE AND VARIABLE  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP817438 RESTRICTION(S) ON THE USE OF LAND

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 2)

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STRATA PLAN 82689

LOT	ENT	LOT	ENT
1	- 1	2	- 1

NOTATIONS

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END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP82689

PAGE 2

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NOTATIONS (CONTINUED)

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UNREGISTERED DEALINGS: NIL

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

20/2087

PRINTED ON 22/10/2020

\* 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

**COUNCIL'S CERTIFICATE**  
The Council of the City of Newcastle has received from the Registrar-General a copy of the Certificate of Title (CT) for the land referred to in the Schedule of this Certificate of Title. The Council has examined the CT and is satisfied that the requirements of the Strata Titles Act, 1977 (under the provisions of that Act) have been complied with and that the proposed scheme of management and the proposed plan of the land have been prepared in accordance with the requirements of that Act. The Council has approved the proposed scheme of management and the proposed plan of the land and has resolved to issue this Certificate.

**SURVEYOR'S CERTIFICATE**  
I, MICHAEL JOHN OSULLIVAN,  
of HARPER SOMERS PTY. LTD.,  
a duly qualified and licensed Surveyor under the Surveyors Act 1955, hereby certify that:  
(1) I have surveyed the land referred to in the Schedule of this Certificate of Title and have shown on the accompanying floor plan as a boundary of a proposed lot, areas;  
(2) Any floor of ceiling, the upper or under surface of any part of which forms a boundary of a proposed lot, shown in the accompanying floor plan, exists;  
(3) Any wall, floor, ceiling or structural cubic space, by reference to which any boundary of a proposed lot shown in the accompanying floor plan is defined, exists;  
(4) Any building containing proposed lots named on the lot shown on the accompanying floor plan is situated on the land shown on the accompanying floor plan and the boundaries of the proposed lots shown on the accompanying floor plan are wholly within the perimeter of the parcel of land shown on the accompanying floor plan;  
(5) The building shown on the accompanying floor plan is a public place;  
(6) The building shown on the accompanying floor plan is situated on the land shown on the accompanying floor plan and the boundaries of the proposed lots shown on the accompanying floor plan are wholly within the perimeter of the parcel of land shown on the accompanying floor plan;  
(7) The land shown on the accompanying floor plan is a boundary of a proposed lot, areas;  
(8) The land shown on the accompanying floor plan is a boundary of a proposed lot, areas;  
(9) The land shown on the accompanying floor plan is a boundary of a proposed lot, areas;  
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(100) The land shown on the accompanying floor plan is a boundary of a proposed lot, areas;

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


Mortgagee under Mortgage No. 444444  
Signed at Sydney this 20<sup>th</sup> day of JULY  
2009 for National  
Australia Bank Limited ABN 12 004 044 937  
by AMY CHAI  
its duly appointed Attorney under Power of  
Attorney No. 39 Book 4512

Witness/Bank Officer  
255 George Street, Sydney NSW CASEY

*James Patricia Ruocco*  
*James Ruocco*

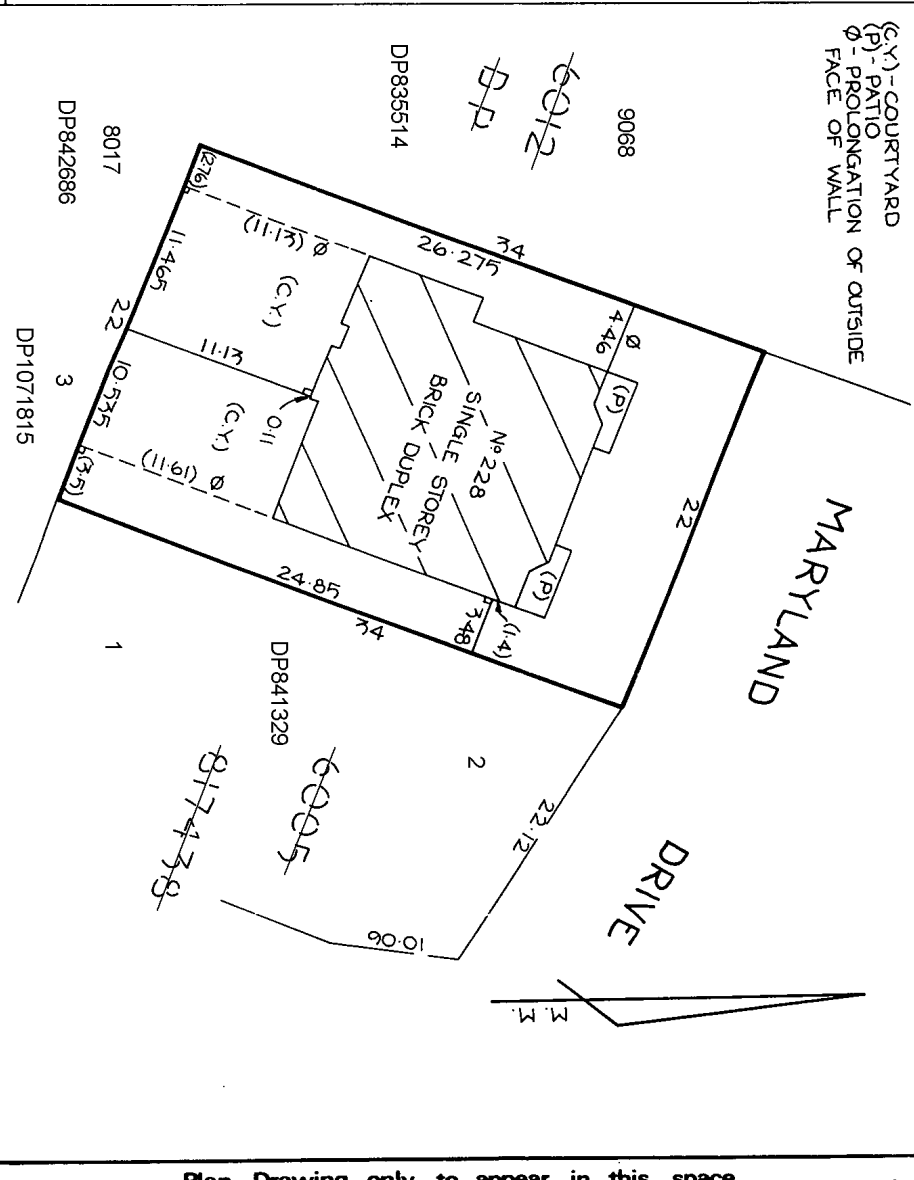
- RESIDENTIAL MODEL BY-LAWS ADOPTED FOR THIS SCHEME  
- KEEPING OF ANIMALS: OPTION 'A'

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160  
SURVEYOR'S REFERENCE: 12021

PLAN OF LOT 6006 DP 8174738  
Area/Shire : NEWCASTLE Locality : MARYLAND  
City : Newcastle  
Parish : HEXHAM County : NORTHUMBERLAND  
Reduction Ratio 1: 700 Lengths are in metres 

SP82689 P  
Registered : 21-8-2009  
C.A. :  
Purpose : STRATA PLAN  
Ref. Map : U5457-6  
Last Plan : DP817438

Name of, and \*address for service of notices on, the body corporate  
\*Address required on original strata plan only.  
THE PROPRIETORS  
STRATA PLAN No 82689  
No 228 MARYLAND DRIVE  
MARYLAND, 2287.



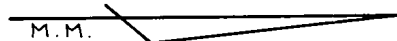
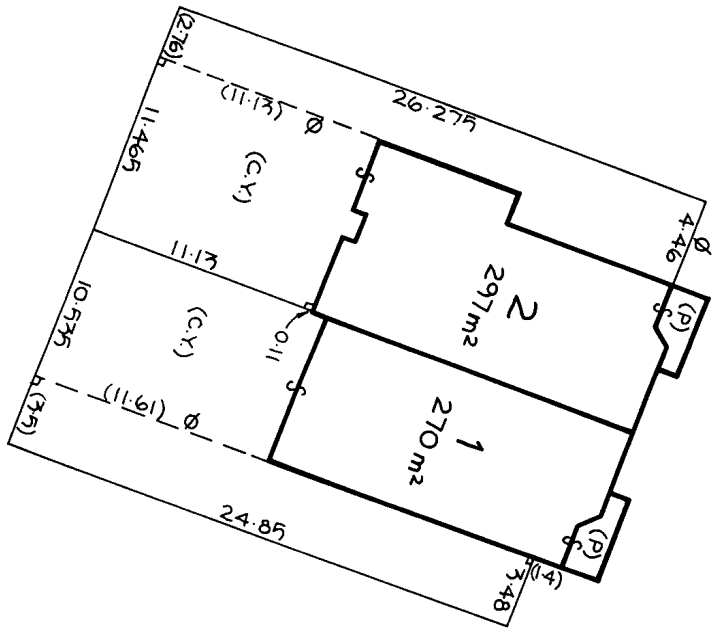
Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

STRATA PLAN

SP82689

\*OFFICE USE ONLY



GROUND FLOOR

- NOTES:
1. ALL AREAS ARE APPROXIMATE.
  2. (C.Y.) - COURTYARD
  3. (P) - PATIO (COVERED)
  4. Ø - DENOTES PROLONGATION OF OUTSIDE FACE OF WALL
  5. THE STRATUM OF THE COURTYARDS ARE LIMITED IN HEIGHT TO 2.0 BELOW & 4.0 ABOVE THE UPPER SURFACE OF THE FLOOR LEVEL OF THEIR RESPECTIVE UNITS EXCEPT WHERE COVERED.

SCHEDULE OF UNIT ENTITLEMENT	
LOT N <sup>o</sup>	UNIT ENT.
1 & 2	1 EACH = 2
AGGREGATE	2

Reduction Ratio 1: 250

Lengths are in metres

Registered Surveyor

General Manager/Authorised Person

SURVEYOR'S REFERENCE 12021



# Strata Schemes Management Regulation 2005

## Schedule 1 Model by-laws for residential schemes

(Clause 27)

### 1 Noise

An owner or occupier of a lot must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

### 2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

### 3 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.

### 4 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

### 5 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 clause (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 structure or device to prevent harm to children, 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 structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62 of the Act, the owner of a lot must:
  - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (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 structure referred to in clause (3) that forms part of the common property and that services the lot.

## **6 Behaviour of owners and occupiers**

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

## **7 Children playing on common property in building**

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

## **8 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.

## **9 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 prior written approval of the owners corporation.

## **10 Drying of laundry items**

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

## **11 Cleaning windows and doors**

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

## **12 Storage of inflammable liquids and other substances and materials**

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

## **13 Changes to floor coverings and surfaces**

- (1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an

increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.

- (2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

#### **14 Floor coverings**

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

#### **15 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 garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, 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) 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 garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, 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.
- (3) An owner or occupier of a lot must:
  - (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and

- (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

## **16 Keeping of animals**

### **Note.**

Select option A, B or C. If no option is selected, option A will apply.

### **Option A**

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

### **Option B**

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.
- (3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
  - (a) notify the owners corporation that the animal is being kept on the lot, and
  - (b) keep the animal within the lot, and
  - (c) carry the animal when it is on the common property, and
  - (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

### **Option C**

Subject to section 49 (4) of the Act, an owner or occupier of a residential lot must not keep any animal on the lot or the common property.

## **17 Appearance of lot**

- (1) 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.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

## **18 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, or

results in the lot being used for commercial or industrial purposes rather than residential purposes).

## **19 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) window cleaning,
  - (b) garbage disposal and recycling services,
  - (c) electricity, water or gas supply,
  - (d) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in clause (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.

## **20 Compliance with planning and other requirements**

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

6092484C

only

Licence: 026CN/0536/96

New South Wales  
Real Property Act 1900



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

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

Office of State Revenue use only

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

Servient Tenement Identifier <del>1863117</del> NOW 1805 / 1008330  4	Dominant Tenements See Annexure
---	------------------------------------

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

M431702

(D) **LODGED BY**

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

(E) **APPLICANT**

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

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

(F) **REQUEST**

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

PETER KLAGES.....PETER KLAGES.....  
LANDCOM

lodged herewith.

Servient tenement 1805 / 1008330 fr.

(G) STANDARD EXECUTION

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

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

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

BRIAN J FITZGERALD  
Name of Witness (BLOCK LETTERS)

14/4, 251 WHARF RD NEWCASTLE  
Address of Witness

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

*Peter Klages*  
Signature of Applicant

PETER KLAGES  
LANDCOM

EXECUTION INCLUDING STATUTORY DECLARATION

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

.....  
Signature of Witness

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

.....  
Address and Qualification of Witness

.....  
Signature of Applicant

STATUTORY DECLARATION

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

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

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

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

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

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

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

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

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

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

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

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

DP550614 (and other land) was subdivided.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

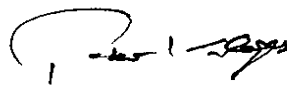
The original Lot 92 formed all/part of Lots 1015 - 1032, 1040 - 1048 DP713055, Lots 2001 - 2006 DP807968 & Lot 4 DP 839872 and Maryland Drive.

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

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

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

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

  
By L. J. ... S.P.

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

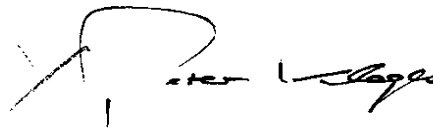
This is the most recent plan subdividing the former Lot 92 DP550614.

4. The attached list comprises:

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

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

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



PETER KLAGES  
LANDCOM



~~A SOLICITOR~~ A JUSTICE OF THE PEACE

**REQUEST 6092484**

**REFERENCES TO TITLE OF DOMINANT TENEMENTS**

8002-8024/842686

8028-8029/842686

8033/842686

8037-8063/842686

8065-8094/842686

8096-8123/842686

81-82/847953

1-6/880709

1-2/847636

1001-1016/850381

1023-1027/850381

1033-1037/850381

1047-1068/850381

1072-1095/850381

1102//850381

1109-1110/850381

1-39/860691

1-3/880710

7001-7003/850382

7006/850382

7008-7016/850382

7035-7036/850382

CP/SP63093

1014-1027/713055

1041-1048/713055

120/813448

2001-2002/807968

2004-2068/807968

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

CP/SP40385

CP/SP42526

CP/SP40965

1-2/826810

1/839872  
3/839872

6002-6004/817438  
6006/817438

CP/SP60606

1-2/841329

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

CP/SP44642

481-482/841774

1-2/865882

1/853876

1-2/856042

CP/SP45384

1-2/874635

CP/SP45026

CP/SP50038

4037-4048/817991

4050-4057/817991

4059-4070/817991

CP/SP43738

1/831771

1-2/834140

9002-9012/835514

9015-9022/835514

9024-9064/835514

9066-9069/835514

9071-9080/835514

911-912/847109

131-132/845137

1-2/846180

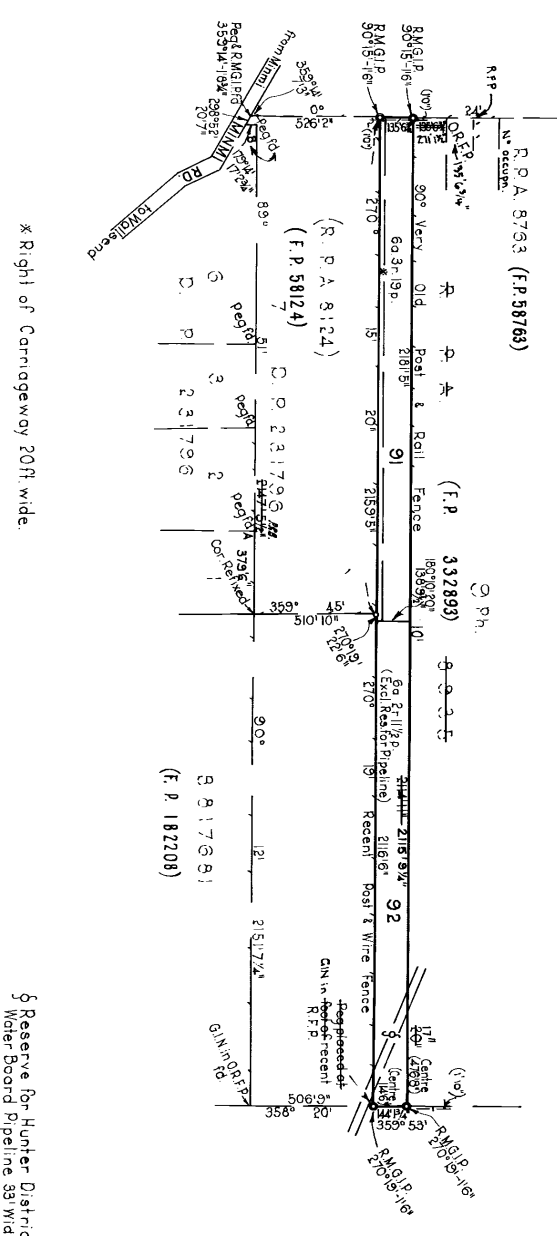
231-232/843790

CP/SP52711

71-72/848636



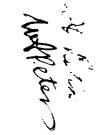
Plan Form 3-10 BE USED WHERE IT IS INTENDED TO DEDICATE PUBLIC ROADS OR PUBLIC RESERVES OR CREATE DRAINAGE RESERVES, EASEMENTS, OR RESTRICTIONS AS TO USER.




D. P. 550614

WARNING: Plan Drawing only to appear in this space

\* OFFICE USE ONLY.

Registered: <b>8-15-9-1971</b> C.A. No 4869 of 14-5-1971 Title System: Torrens Purpose: Subdivision Ref. Map: Parish Last Plan: F.P. 922168	D. P. 550614 PLAN OF SUBDIVISION OF LAND IN C.T. VOL. 1460 FOL. 237, being the land in F.P. 922168 Scale: 400 FT. to an inch City: NEWCASTLE Locality: MINIMI Parish: HEXHAM County: NORTHUMBERLAND This is Sheet 1 of my plan in Sheet 4 of 4 mapsheets.	SIGNATURES AND SEALS ONLY 
L. Philip Raymond Blackley a surveyor registered under the Surveyors Act, 1929, in this plan hereby certify that the survey represented in it, and the boundaries shown thereon, were made in accordance with the Surveyors Act, 1929, and was completed on 15th March 1971. Signed: <i>L. P. Blackley</i> Surveyor registered under Surveyors Act, 1929, on 15th March 1971.		Council Clerk's Certificate: I hereby certify that: (a) the requirements of the Local Government Act, 1919 (in force at the date of registration of this plan), and the requirements of section 346 of the Independent Land Revenue Act, 1918, in relation to the proposed subdivision, have been complied with; (b) the requirements of section 346 of the Independent Land Revenue Act, 1918, in relation to the proposed subdivision, have been complied with; (c) the requirements of section 346 of the Independent Land Revenue Act, 1918, in relation to the proposed subdivision, have been complied with; (d) the requirements of section 346 of the Independent Land Revenue Act, 1918, in relation to the proposed subdivision, have been complied with; (e) the requirements of section 346 of the Independent Land Revenue Act, 1918, in relation to the proposed subdivision, have been complied with; (f) the requirements of section 346 of the Independent Land Revenue Act, 1918, in relation to the proposed subdivision, have been complied with; (g) the requirements of section 346 of the Independent Land Revenue Act, 1918, in relation to the proposed subdivision, have been complied with; (h) the requirements of section 346 of the Independent Land Revenue Act, 1918, in relation to the proposed subdivision, have been complied with; (i) the requirements of section 346 of the Independent Land Revenue Act, 1918, in relation to the proposed subdivision, have been complied with; (j) the requirements of section 346 of the Independent Land Revenue Act, 1918, in relation to the proposed subdivision, have been complied with; (k) the requirements of section 346 of the Independent Land Revenue Act, 1918, in relation to the proposed subdivision, have been complied with; (l) the requirements of section 346 of the Independent Land Revenue Act, 1918, in relation to the proposed subdivision, have been complied with; (m) the requirements of section 346 of the Independent Land Revenue Act, 1918, in relation to the proposed subdivision, have been complied with; (n) the requirements of section 346 of the Independent Land Revenue Act, 1918, in relation to the proposed subdivision, have been complied with; (o) the requirements of section 346 of the Independent Land Revenue Act, 1918, in relation to the proposed subdivision, have been complied with; (p) the requirements of section 346 of the Independent Land Revenue Act, 1918, in relation to the proposed subdivision, have been complied with; (q) the requirements of section 346 of the Independent Land Revenue Act, 1918, in relation to the proposed subdivision, have been complied with; (r) the requirements of section 346 of the Independent Land Revenue Act, 1918, in relation to the proposed subdivision, have been complied with; (s) the requirements of section 346 of the Independent Land Revenue Act, 1918, in relation to the proposed subdivision, have been complied with; (t) the requirements of section 346 of the Independent Land Revenue Act, 1918, in relation to the proposed subdivision, have been complied with; (u) the requirements of section 346 of the Independent Land Revenue Act, 1918, in relation to the proposed subdivision, have been complied with; (v) the requirements of section 346 of the Independent Land Revenue Act, 1918, in relation to the proposed subdivision, have been complied with; (w) the requirements of section 346 of the Independent Land Revenue Act, 1918, in relation to the proposed subdivision, have been complied with; (x) the requirements of section 346 of the Independent Land Revenue Act, 1918, in relation to the proposed subdivision, have been complied with; (y) the requirements of section 346 of the Independent Land Revenue Act, 1918, in relation to the proposed subdivision, have been complied with; (z) the requirements of section 346 of the Independent Land Revenue Act, 1918, in relation to the proposed subdivision, have been complied with.
Pursuant to Section 88b of the Conveyancing Act 1919-1964, it is intended to create: 1. Right of Carriageway 20ft wide 2. Instrument filed as M431702 MEMORANDUM TO REGISTERED MAPS AND OCCUPATIONS IN S.E. CORNER SHEET 157-11-1975		

 CONVERSION TABLE ADDED IN  
 REGISTRAR GENERAL'S DEPARTMENT

DP 550614

FEET	INCHES	METRES
1	-	0.305
1	6	0.455
1	8 3/4	0.525
6	3 3/4	1.925
7	3	2.21
17	2 3/4	5.25
20	-	6.095
20	7	6.275
22	6	6.86
33	-	10.06
114	1 3/4	34.70
114	6	34.9
135	6 3/4	41.32
138	9 1/2	42.305
144	1 3/4	43.935
379	6	115.67
476	8	145.29
476	8 1/8	145.29
506	9	154.96
510	10	155.7
526	2	160.3A
1146	6	349.45
2115	9 1/4	644.9
2116	6	645.1
2151	7 1/4	655.8
2159	5	658.2
2181	5	664.9
90000	-	27432

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

M 431702  
M1080

*R. H. Peters*

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

Sheet 1 of 1 sheets.

PART 1.

Plan: DP550614

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

Full name and address  
of proprietor of the  
land.

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

and

Mr. Henry Thomas Peters,  
Minmi Road,  
Wallsend.

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

Right of carriageway 20' wide.

Schedule of lots, etc. affected

<u>Lots burdened</u>	<u>Lots, name of road, or Authority benefited.</u>
91	92

PART 2.

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

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

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

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

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

*W.A. Peters*  
.....

*W.A. Peters*

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

*H.T. Peters*  
.....

*H.T. Peters*



M 431702

DP550614

*Thomas Kenyon & Son*

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

A

 15-9-1971

2



SIGNED BY ME, RAY CHAMBERS AS DELEGATE OF THE NEW SOUTH WALES LAND HOUSING CORPORATION AND HEREBY CERTIFY THAT I HAVE NO NOTICE OF REVOCATION OF SUCH DELEGATION.

*Ray Chambers*

PLANT OAK 2

Plan Drawing only to appear in this space.

SURVEY PRACTICE REGULATION 1990-CLAUSE 32(2)			
MARK	I.S.G. CO-ORDINATES	ZONE	ACC.
	EASTING	NORTHING	
SSM86132	360915.965	1361216.017	56/1 2
SSM86137	360993.385	1361052.338	56/1 2
SSM86466	360891.268	1361130.603	56/1 2

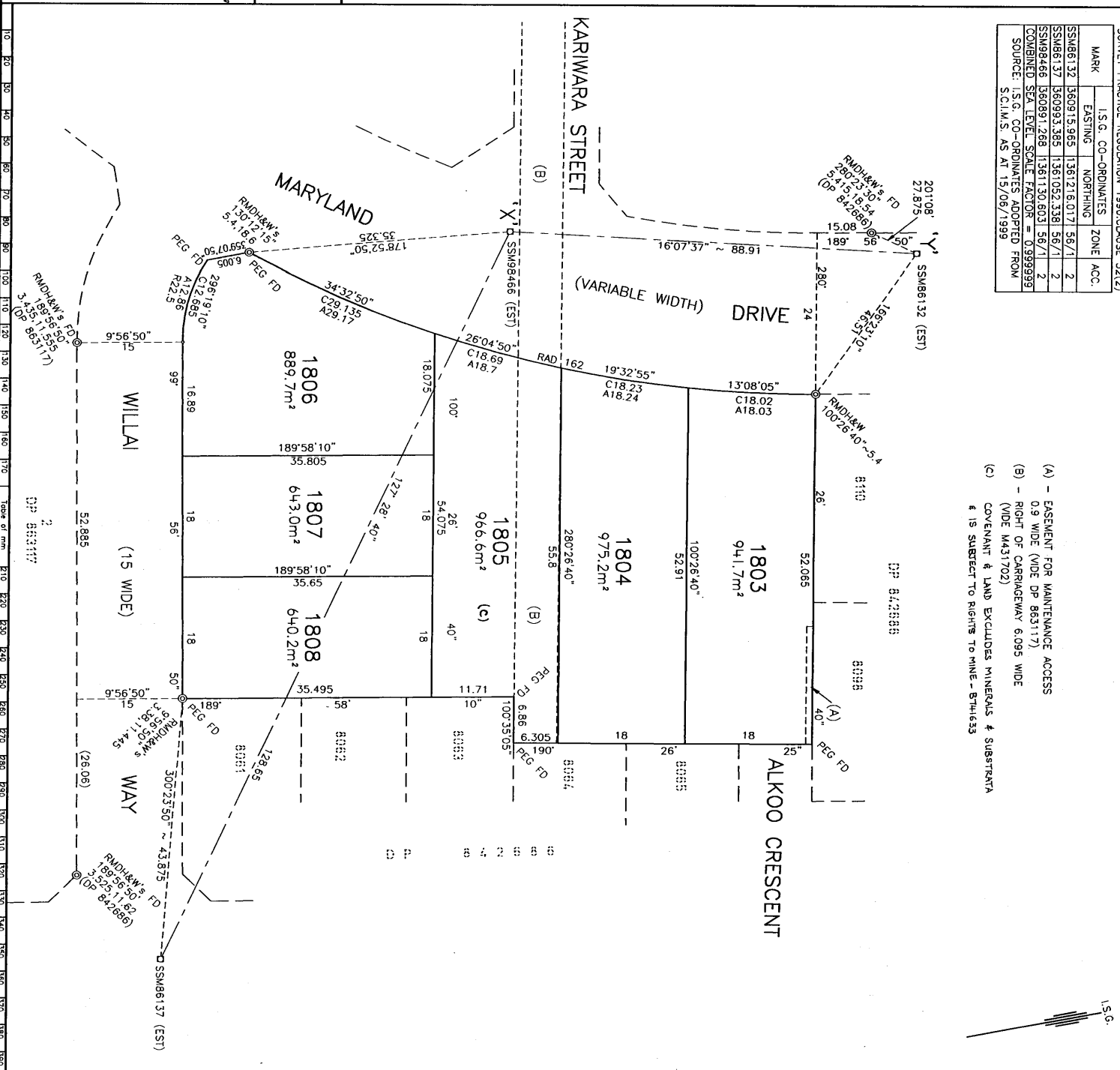
COMBINED SEA LEVEL SCALE FACTOR = 0.9999999  
SOURCE: I.S.G. CO-ORDINATES ADAPTED FROM S.C.I.M.S. AS AT 15/06/1999

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

**Crown Land Office Approval**  
 PLAN APPROVED .....  
 Authorised Officer .....

**Subdivision Certificate**  
 I hereby certify that the provisions of a Table of the Environmental Planning or Assessment Act 1979 have been satisfied in relation to the  
**SEBOLVISTON** ..... set out herein  
 (I being Applicant, or "the owner")  
 Registered Plan/General Vesting/Assessment Certificate  
**NEWCASTLE CITY COUNCIL**  
 as of endorsement: **12 NOVEMBER 1999**  
 Certificate no. **7091**  
 Subdivision Certificate no. **9A 9710288**

14: The plan is to be lodged electronically in the Land Titles Office provided by the Registrar-General.  
 15: Other matters: 2 (CHECKLIST)



I.S.G.

DP1008330

Registered: 15.12.1999

C.A.: SEE CERTIFICATE

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: US457L-6\*

Last Plan: DP863117

PLAN OF SUBDIVISION OF LOT 1 DP 863117

Lengths are in metres. Reduction Ratio 1:400

L O C A NEWCASTLE

Locality: MARYLAND

Parish: HEXHAM

County: NORTHUMBERLAND

This is sheet 1 of my plan. (delete if inapplicable) sheets

Survey Certificate (delete if inapplicable) Surveyors (Registered) Regulation 1988

1. EVAN DAVID CARMAN

or PO BOX 216 THE JUNCTION 2291

A surveyor registered under the Surveyors Act, 1926.

I hereby certify that the survey represented in this plan (except Regulation 1988 and any consequential amendments) was completed on 15th JUNE 1999.

The survey refers to: LOTS 1803-1808

(Here specify the land quantity returned to the Crown, and the date of the survey, and the name of the surveyor.)

Zone: Standard/Bonus (Specify) (delete if inapplicable) (delete if inapplicable) (delete if inapplicable)

Plans used in preparation of this plan: DP 863117

DP 860691

DP 842686

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964 AS AMENDED IT IS INTENDED TO CREATE:

1. RESTRICTIONS ON THE USE OF LAND.

MPD

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



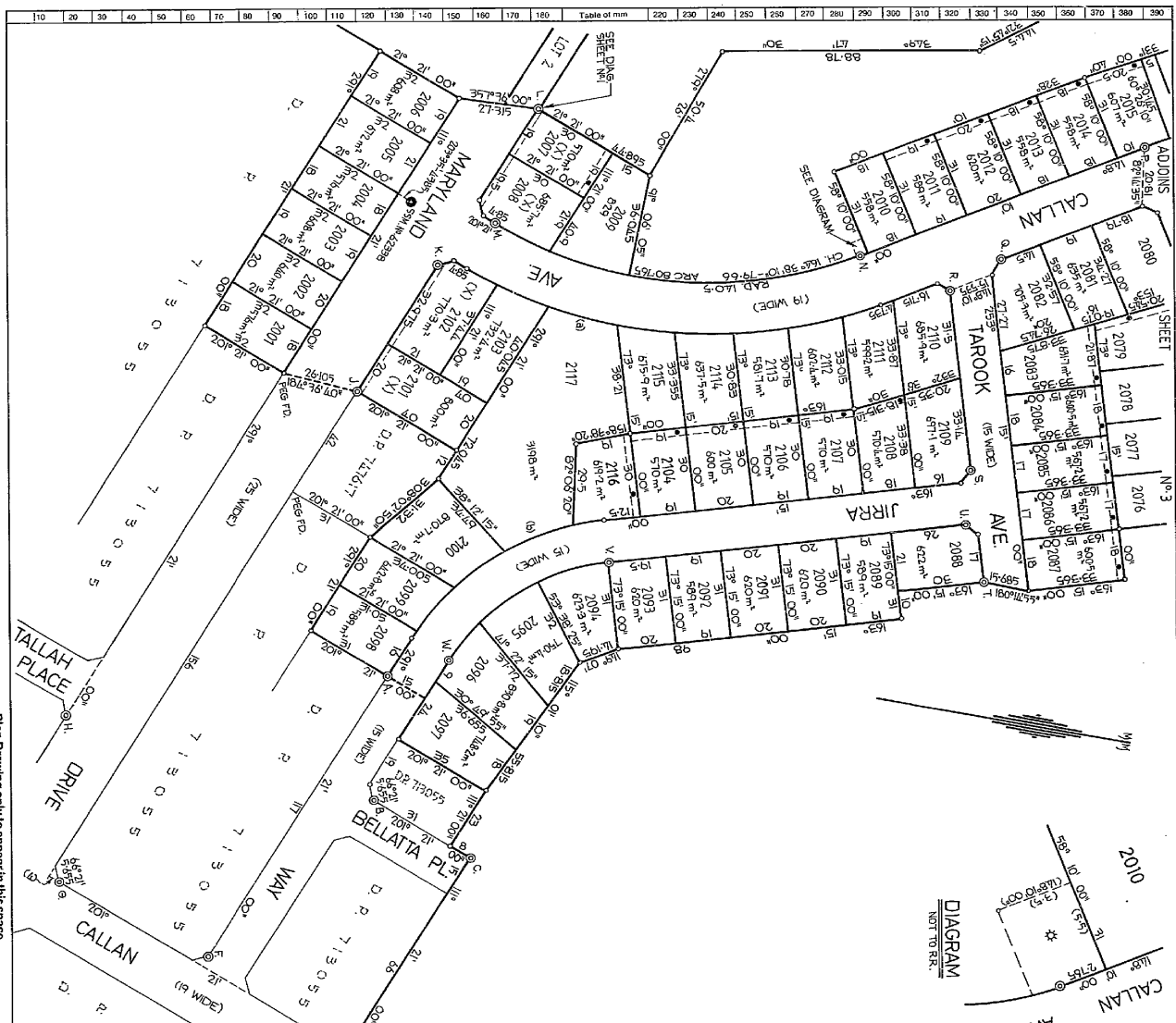




PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



Plan Drawing only to appear in this space

10	20	30	40	50	60	70	Table of mm	110	120	130	140	150	160	170	180	190	200	210	220	230	240	250	260	270	280	290	300	310	320	330	340	350	360	370	380	390
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This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 1st March, 1992



LOT	CHORD	ARC	BEARING
2008	191° 01' 05" - 21.21	21.23	L 0-5
2009	184° 53' 55" - 78.91	23.42	L 0-5
2093	152° 07' 30" - 0.5	0.5	71-5
2094	152° 15' 05" - 21.88	2.5	71-5
2095	134.01° 30' - 21.88	2.5	71-5
2096	117° 52' 50" - 16.48	16.48	71-5
2098	112° 30' - 3	3	9-1.5
2099	112° 45' 20" - 20.25	20.25	9-1.5
2100	132° 09' 10" - 21.51	21.51	9-1.5
2102	152° 10' 00" - 12.16	12.16	19-1.5
2112	150° 48' 30" - 13.76	13.76	19-1.5
2113	154° 54' 00" - 19.13	19.13	19-1.5
2115	162° 21' 05" - 19.0	19.01	19-1.5
2116	170° 28' 30" - 70.16	70.17	19-1.5
2118	171° 55' 10" - 19.61	19.62	19-1.5
2119	154° 43' 11" - 11.005	11.005	19-1.5
2120	154° 43' 00" - 21.66	21.66	19-1.5
2121	154° 43' 00" - 21.66	21.66	19-1.5

PERMANENT MARKS	BEARING	DISTANCE	FROM
A.	208° 40' 00"	3.725	D.H.&W. FD. (DP 719095)
B.	72° 05' 00"	3.725	D.H.&W. FD. (DP 719095)
C.	306° 00' 00"	3.955	D.H.&W. FD. (DP 719095)
D.	336° 37' 15"	4.55 & 19.85	D.H.&W. FD. (DP 719095)
E.	212° 18' 00"	3.345 & 11.54	R.M. FD. (DP 719095)
F.	207° 21' 00"	3.5 & 11.55	D.H.&W. FD. (DP 719095)
G.	72° 21' 00"	4.37 & 11.52	D.H.&W. FD. (DP 719095)
H.	207° 21' 00"	7.115 & 20.58	D.H.&W. FD. (DP 719095)
J.	42° 36' 00"	7.115 & 21.51	D.H.&W.
K.	111° 21' 00"	1.35 & 18.64	D.H.&W.
L.	357° 46' 00"	8.725 & 15.47	D.H.&W.
M.	298° 21' 00"	4.315 & 15.505	D.H.&W.
N.	288° 10' 00"	1.805 & 17.225	D.H.&W.
P.	722° 11' 35"	6.92 & 18.77	D.H.&W.
Q.	328° 10' 00"	6.92 & 18.77	D.H.&W.
R.	148° 10' 00"	2.435 & 12.03	D.H.&W.
S.	253° 15' 00"	4.155 & 16.855	D.H.&W.
T.	160° 11' 55"	3.155 & 12.07	D.H.&W.
U.	73° 15' 00"	3.97 & 11.21	D.H.&W.
V.	134° 15' 00"	3.97 & 11.55	D.H.&W.
W.	21° 21' 00"	3.45 & 11.95	D.H.&W.

SPALLED CORNERS	LOT	BEARING	DIST.
	2008	62° 21' 00"	5.655
	2091	110° 42' 30"	5.95
	2088	202° 15' 00"	5.655
	2104	102° 42' 30"	4.855
	2101	142° 21' 00"	5.655

(X) RESINS & CONDS  
 • EMBLEM TO DRAIN WATER 2 WIDE.  
 \* EMBLEM FOR ELECTRICITY SUBSTATION 3.5 WIDE.  
 (X) DP 570614 - APPURT RIGHT OF WAY  
 (X) DP 5747617 - RESTRICTIONS ON THE USE OF LAND

Reduction ratio 1:1000  
 Surveyors reference: 7738/7

DP 807968  
 Registered: 15/28/2-1992  
 dated 15/28/2-1992

*[Signature]*  
 This is a true and correct copy of the original as shown to me by the Registrar General of New South Wales  
 1st March 1992

Per 400 where stated is indicated in any part on this plan.

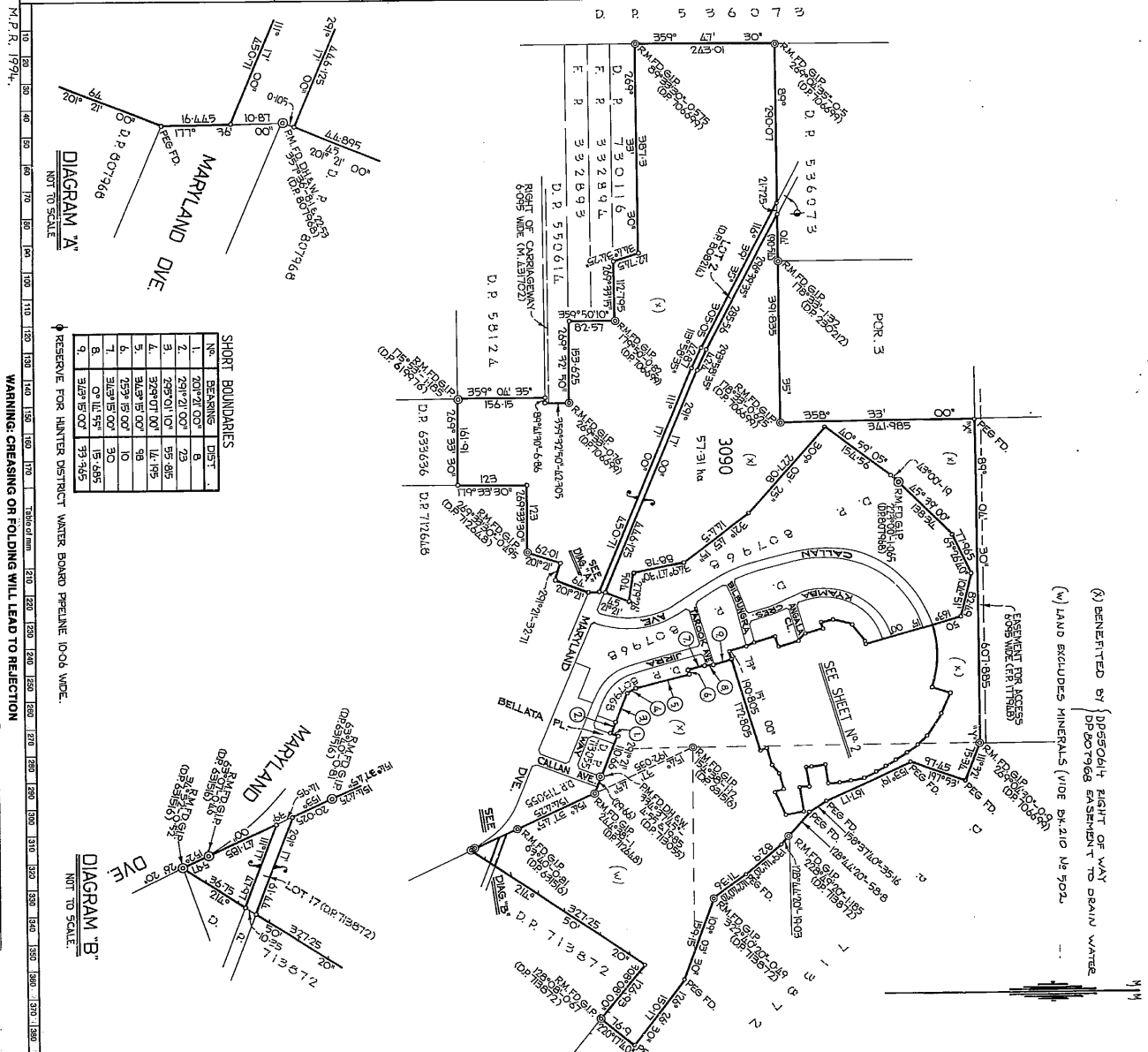
Control Date

PLAN FORM 2

SIGNATURE AND SEALS ONLY  
 DEPUTY REGISTRAR GENERAL  
 NEW SOUTH WALES LAND AND HERITAGE  
 HOUSING CORPORATION AND FEDERAL CENTRE OF  
 HOUSING CORPORATION OF NEW SOUTH WALES  
 SUCH DELEGATION

David Pennell

PLAN APPROVED .....  
 Land Owned .....  
 Paper No. ....  
 Field Book .....  
 Council Clerk's Certificate



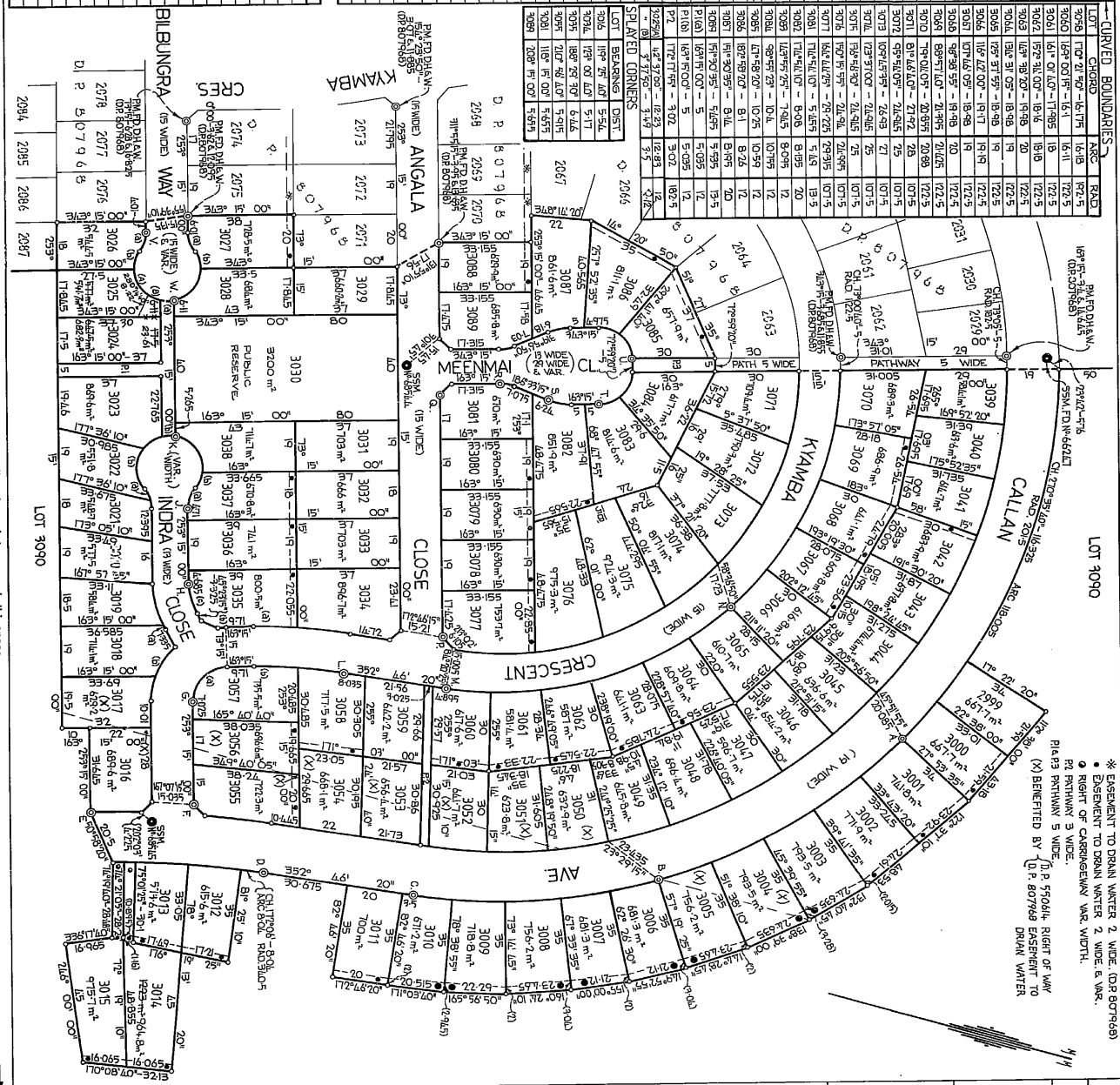
REGISTRATION NO. DP 811356  
 DATE 26/03/1991  
 THE SYSTEM: TORRENS  
 PURPOSE: SUBDIVISION  
 PLAN OF SUBDIVISION OF LOT 219  
 DP 807948 AND LOT 11 DP 719872.  
 PLAN OF SUBDIVISION OF LOT 219  
 DP 807948 AND LOT 11 DP 719872.  
 PLAN OF SUBDIVISION OF LOT 219  
 DP 807948 AND LOT 11 DP 719872.

OFFICE USE ONLY  
 PLAN FORM 2  
 THIS IS SHEET 1 OF 2  
 PLAN OF SUBDIVISION OF LOT 219  
 DP 807948 AND LOT 11 DP 719872.  
 PLAN OF SUBDIVISION OF LOT 219  
 DP 807948 AND LOT 11 DP 719872.  
 PLAN OF SUBDIVISION OF LOT 219  
 DP 807948 AND LOT 11 DP 719872.

PLAN OF SUBDIVISION OF LOT 219  
 DP 807948 AND LOT 11 DP 719872.  
 PLAN OF SUBDIVISION OF LOT 219  
 DP 807948 AND LOT 11 DP 719872.  
 PLAN OF SUBDIVISION OF LOT 219  
 DP 807948 AND LOT 11 DP 719872.

**PLAN FORM 3**

PLAN NO	COORDINATES	AREA	PLAN NO	COORDINATES	AREA
1	100 00' 00" - 100 00' 00"	100	1	100 00' 00" - 100 00' 00"	100
2	100 00' 00" - 100 00' 00"	100	2	100 00' 00" - 100 00' 00"	100
3	100 00' 00" - 100 00' 00"	100	3	100 00' 00" - 100 00' 00"	100
4	100 00' 00" - 100 00' 00"	100	4	100 00' 00" - 100 00' 00"	100
5	100 00' 00" - 100 00' 00"	100	5	100 00' 00" - 100 00' 00"	100
6	100 00' 00" - 100 00' 00"	100	6	100 00' 00" - 100 00' 00"	100
7	100 00' 00" - 100 00' 00"	100	7	100 00' 00" - 100 00' 00"	100
8	100 00' 00" - 100 00' 00"	100	8	100 00' 00" - 100 00' 00"	100
9	100 00' 00" - 100 00' 00"	100	9	100 00' 00" - 100 00' 00"	100
10	100 00' 00" - 100 00' 00"	100	10	100 00' 00" - 100 00' 00"	100



PLAN AMENDED IN LTO AT SURVEYORS REQUEST 18-3-1992	
LOT 3004 & 3005 AMENDED IN L.T.O. AT SURVEYORS REQUEST.	
Radiation Ratio: 1:1000	
SURVEYORS REFERENCE: TTB8/J	

**2**

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

HO 20 30 40 50 60 70 Table of mm 110 120 130 140

Plan Drawing only to appear in this space

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 20th March 1992

DP 811356

Registered 6.8.1991

Surveyor registered under Surveyors Act 1992

*A. J. Campbell*

Chief Clerk

PLAN FORM 3

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

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

PLAN DP 807968  
 SUBDIVISION OF LOT 11  
 D.P. 747617 AND LOT 1  
 D.P. 808214

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

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

SCHEDULE OF LOTS AFFECTED

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

REGISTERED MS 26-2-1991

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

PLAN DP 807968  
 SUBDIVISION OF LOT 11  
 D.P. 747617 AND LOT 1  
 D.P. 808214

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

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

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED/(cont.)	LOTS, ROAD OR AUTHORITY BENEFITED/(cont.)
2055	2054 2053 2052 2051 2050 2049
2056	2055 2054 2053 2052 2051 2050 2049
2018	2017
2019	2018 2017
2020	2019 2018 2017
2021	2020 2019 2018 2017
2022	2021 2020 2019 2018 2017
2023	2022 2021 2020 2019 2018 2017
2024	2023 2022 2021 2020 2019 2018 2017
2025	2024 2023 2022 2021 2020 2019 2018 2017
2027	2028
2026	2027 2028

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

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED	AUTHORITY BENEFITED
2063	The Shortland County Council
	Easement for Electricity Substation 3.5 Wide

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

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED	AUTHORITY BENEFITED
2118	The Shortland County Council
	Right of Carriageway 7 Wide
	Hunter Water Board

REGISTERED MS 26-2-1991

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

(Sheet 3 of 7 Sheets)  
PLAN DP 807968  
SUBDIVISION OF LOT 11  
D.P. 747617 AND LOT 1  
D.P. 808214

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

PART ONE

5. IDENTIFY OF EASEMENT FIRMLY REFERRED TO IN ABOVEMENTIONED PLAN  
Easement for Services 7 Wide

LOTS BURDENED  
2118  
HUNTER WATER BOARD  
AUTHORITY BENEFITED

6. IDENTIFY OF EASEMENT SIXTHLY REFERRED TO IN ABOVEMENTIONED PLAN  
Easement for Waste Water Pumping Station

LOTS BURDENED  
2118  
HUNTER WATER BOARD  
AUTHORITY BENEFITED

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

LOTS BURDENED  
2001 TO 2116 Inclusive  
PART TWO

2. TERMS OF EASEMENT FOR ELECTRICITY SUBSTATION 2.5 WIDE SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN  
Reserving to and in favour of the Shortland County Council for the purpose of enabling the supply of electricity full right and liberty:-

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

REGISTERED 28.2.1991

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

(Sheet 4 of 7 Sheets)  
PLAN DP 807968  
SUBDIVISION OF LOT 11  
D.P. 747617 AND LOT 1  
D.P. 808214

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

PART TWO

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

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

3. TERMS OF EASEMENT FOR ELECTRICITY SUBSTATION 3.5 WIDE THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN.  
Reserving to and in favour of the Shortland County Council for the purpose of enabling the supply of electricity full right and liberty:-

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

NAME OF AUTHORITY empowered to release vary or modify the easement for Electricity Substation secondly referred to in above mentioned plan THE SHORTLAND COUNTY COUNCIL.  
The Shortland County Council its successors and assigns PROVIDED THAT the cost of any release variation or modification is borne in all respects by the person requesting such modification, variation or release.

5. TERMS OF EASEMENT FOR SERVICES 7 WIDE FIRTHLY REFERRED TO IN ABOVEMENTIONED PLAN.  
Full and free right title liberty and license for the dominant tenement and its agents servants and workmen with any tools implements and machinery necessary to construct lay maintain repair renew cleanse inspect remove repairs or alter the position of apparatus and appertenances required to make available water, sewer gas electricity, telephone, and/or other domestic services for any reasonable time AND to open the soil of the servient tenement to such extent as may be necessary provided that the body in which this easement is created and the persons authorised by it will take all reasonable precautions to ensure that as far as possible no disturbance is caused to the surface or nearby as practicable to its original condition AND that the persons or companies in whose favour this easement is created covenant with each other that they will not do or knowingly suffer to be done any act or

REGISTERED 28.2.1991

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REGISTERED  28-2-1991

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

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

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

PART TWO

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

Name of Authority empowered to release vary or modify the easement for services fitfully referred to in the abovementioned plan.

HUNTER WATER BOARD its successors and assigns PROVIDED THAT the cost of any release variation or modification is borne in all respect by the person requesting such modification, variation or release.

6. TERMS OF EASEMENT FOR WASTE WATER PUMPING STATION SIXTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

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

Name of Authority empowered to release vary or modify the easement for services sixthly referred to in the abovementioned plan:-

HUNTER WATER BOARD its successors and assigns PROVIDED THAT the cost of any release variation or modification is borne in all respects by the person requesting such modification, variation or release.

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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INSURMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

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

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

PART TWO

7. TERMS OF RESTRICTIONS AS TO USER SEVENTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

(a) Not more than one main building shall be erected on each lot burdened and such building shall not be used or permitted to be used other than as a private residential dwelling provided that duplex units or dual occupancies shall be allowed subject to the requirements of the responsible authority and further provided that nothing in this clause shall prevent the erection of one main building in any allotment arising out of the resubdivision of one or more of the lots burdened.

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

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

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

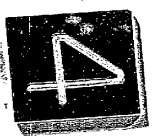
(e) No fence shall be erected on each lot to divide it from any adjoining land owned by the New South Wales Land and Housing Corporation without the consent of the New South Wales Land and Housing Corporation or its successor other than purchases on sale but consent shall not be withheld if such fence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

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

REGISTERED  28-2-1991

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

(Sheet 7 of 7 Sheets)

PLAN DP 884598

SUBDIVISION OF LOT 11  
D.P. 742017 AND LOT 1  
D.P. 808214

FULL NAME AND ADDRESS OF  
PROPRIETOR OF LAND

N.S.W. LAND & HOUSING CORPORATION  
22-31 MOONE STREET,  
LIVERPOOL, N.S.W. 2170

PART TWO

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

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

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

THE NEW SOUTH WALES LAND AND HOUSING CORPORATION

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

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

*Stylized signature*

REGISTERED  MS 28-2-1991

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

PLAN DP 811356 (Sheet 1 of 4 Sheets)

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

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

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

LOTS BURDENED	LOTS, ROAD OR AUTHORITY BENEFITED
3000	2999
3001	2999 3000
3002	2999 3000 3001
3003	2999 3000 3001 3002
3004	2999 3000 3001 3002 3003
3005	2999 3000 3001 3002 3003 3004
3006	2999 3000 3001 3002 3003 3004 3005
3007	2999 3000 3001 3002 3003 3004 3005 3006
3008	2999 3000 3001 3002 3003 3004 3005 3006 3007
3009	2999 3000 3001 3002 3003 3004 3005 3006 3007 3008
3010	2999 3000 3001 3002 3003 3004 3005 3006 3007 3008 3009
3011	2999 3000 3001 3002 3003 3004 3005 3006 3007 3008 3009 3010
3012	3090 3015
3013	3090 3015 3014
3014	3090 3015 3014 3012
3015	3090 3015
<del>3016</del>	<del>3090 3015</del>
<del>3017</del>	<del>3090 3015</del>
3067	3066
3068	3066 3067
3042	3066 3067 3068
3069	3070
3068	3070 3069
3042	3070 3069 3068
3064	3065
3063	3065 3064
3062	3065 3064 3063
3061	3065 3064 3062 3062
3060	3065 3064 3063 3062 3061
3058	3059
3056	3059 3058
3055	3059 3058 3056

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

PLAN DP 811356 (Sheet 2 of 4 Sheets)

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

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

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

LOTS BURDENED (contd.)	LOTS, ROAD OR AUTHORITY BENEFITED (contd.)
3056	3057
3055	3057 3056
3027	3028
<del>3028</del>	<del>3028 3027</del>
3037	3038
3036	3038 3037
3035	3038 3037 3036
3088	3089
<del>3089</del>	<del>3089 3088</del>
3086	3087
3085	3087 3086
3080	3081
3079	3081 3080
3078	3081 3080 3079
3077	3081 3080 3079 3078
3082	3083
3079	3083 3082
3078	3083 3082 3079
3077	3083 3082 3079 3078

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

REGISTERED 6.8.1991

REGISTERED 6.8.1991

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

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

(Sheet 3 of 4 Sheets)

DP811356

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

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

PART ONE

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

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED	LOTS BENEFITED
3014	3015
3015	3014

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

THE NEW SOUTH WALES LAND AND HOUSING CORPORATION

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

SCHEDULE OF LOTS AFFECTED

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

PART TWO

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

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

REGISTERED 681991

2

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

(Sheet 4 of 4 Sheets)

DP811356

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

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

PART TWO

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

Name of Authority Empowered to Release Vary or Modify the restrictions on the use of the land Thirdly referred to in the above-mentioned plan.

THE NEW SOUTH WALES LAND AND HOUSING CORPORATION

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

REGISTERED 681991

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 8th August, 1991



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

(Sheet 1 of 2 Sheets)

PLAN **DP817438**  
 PART ONE  
 SUBDIVISION OF LOT 5087  
 D.P. 816415 AND LOT 20 D.P. 816849  
 N.S.W. LAND & HOUSING CORPORATION  
 23 - 31 MOORE STREET,  
 LIVERPOOL, N S W 2170

1. IDENTITY OF EASEMENT FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN

SCHEDULE OF LOTS AFFECTED  
 LOTS BURDENED  
 6011 2007 D.P. 807968  
 6010 6010,2007 D.P. 807968

Name of body or authority empowered to release vary or modify the easement firstly referred to in the above-mentioned plan.

THE NEW SOUTH WALES LAND AND HOUSING CORPORATION OR THE COUNCIL OF THE CITY OF NEWCASTLE.

2. <sup>d</sup> 2.1 IDENTITY OF RESTRICTION SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN

RESTRICTION ON THE USE OF THE LAND

LOTS BURDENED  
 6001-to-6011-inclusive  
 6001-to-6011-inclusive  
 6002 to 6009  
 6010  
 6011  
 6012  
 6013  
 6014  
 6015  
 6016  
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 6097  
 6098  
 6099  
 6100

2. TERMS OF RESTRICTIONS ON THE USE OF THE LAND SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN.

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

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

REGISTERED K.R. 29.6.1992

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

(Sheet 2 of 2 Sheets)

PLAN **DP817438**  
 PART TWO  
 SUBDIVISION OF LOT 5087  
 D.P. 816415 AND LOT 20 D.P. 816849  
 N.S.W. LAND & HOUSING CORPORATION  
 23 - 31 MOORE STREET,  
 LIVERPOOL, N S W 2170

Name of body or authority empowered to release vary or modify the restrictions on use secondly referred to in the above-mentioned plan.

THE NEW SOUTH WALES LAND AND HOUSING CORPORATION

SIGNED by me PAUL PARNTL as  
 DIRECTOR of the N.S.W. LAND &  
 HOUSING CORPORATION & I hereby  
 declare that I have no notice of  
 revocation of such notice,  
 in the presence of :-  
 N.S.W. LAND & HOUSING CORPORATION by its delegate:-  
*Paul Parntl*

*Paul Parntl*

REGISTERED K.R. 29.6.1992

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 30th June 1992



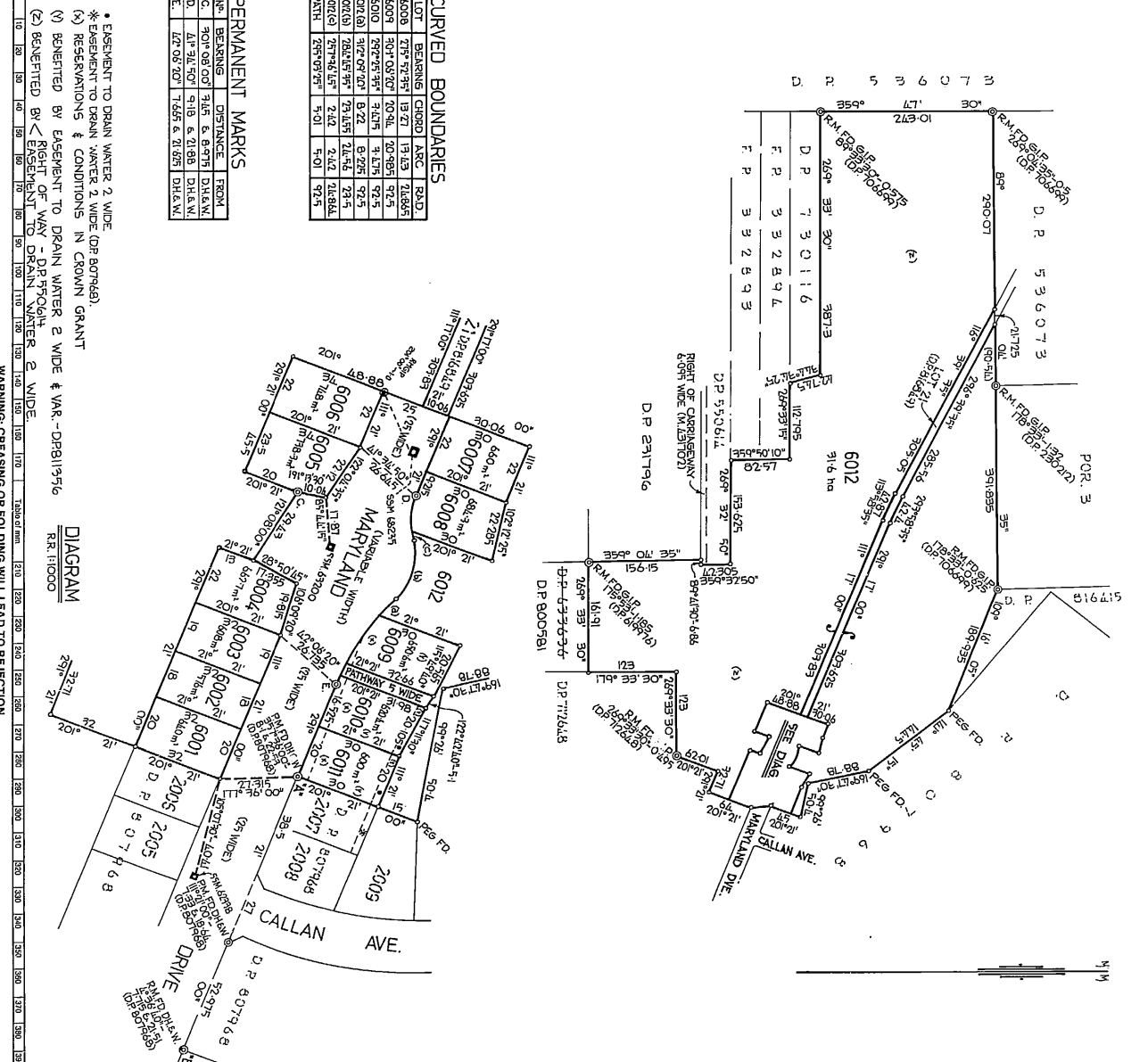
PLAN FORM 2

SIGNATURE AND SEALS ONLY  
 OF THE NEW SOUTH WALES LAND AND HOUSING  
 DEPARTMENT. THIS PLAN AND ANY INSTRUMENTS  
 HAVING NO NOTICE OF RECTIFICATION OF SUCH  
 DELEGATION.  
 [Signature]

Council's Certificate  
 I hereby certify that -  
 (a) the requirements of section 219 of the Land Management Act 1993 (other than  
 219(1)(a)) and the requirements of section 248 of the 1996 Environmental Planning and  
 Assessment Act 1996 are satisfied in relation to the proposed subdivision and  
 (b) the requirements of section 248 of the 1996 Environmental Planning and  
 Assessment Act 1996 are satisfied in relation to the proposed subdivision and  
 have been complied with by the applicant in relation to the  
 proposed subdivision.  
 The proposed subdivision is contained in 7 set out plans  
 numbered 1 to 7.  
 Council Clerk  
 [Signature]  
 Council Clerk

Land Owner: [Name]  
 Authorised Officer: [Name]  
 Date: [Date]

Down Lands Office Approval  
 [Signature]



PLAN AMENDED IN LTO  
 AT SURVEYORS REQUEST

Registered: DP 817438  
 C.A. KR 29.6.1992

Title System: TORRENS  
 Purpose: SUBDIVISION  
 Ref. Map: U5457 - G #

Last Plan: DP 816445, DP 816449  
 PLAN OF SUBDIVISION OF  
 LOT 2007 DP 816445 AND  
 LOT 20 DP 816445

Lengths are in meters. Reduction Ratio: 1:2000

Administrative: NEWCASTLE  
 City: NEWCASTLE  
 Locality: MARYLAND  
 Parish: HERMAN  
 County: NORTHUMBERLAND

This is Sheet 1 of 20 sheets.  
 -hibited if inapplicable.

ALLAN WILLIAM CANNING  
 SURVEYOR  
 15/150 WILSON ST, NEWCASTLE, NSW 2315

Panel for use only for statements of public reserves, change of ownership or restrictions as to use.  
 WHERE ANY LOT SHOWS HEREIN A PUBLIC RESERVE, CHANGE OF OWNERSHIP OR RESTRICTIONS AS TO USE, THE EVIDENCE OF THE SAME IS TO BE FOUND IN THE REGISTERED PLAN AND NOT IN THIS PANEL. THEREFORE, THE PUBLIC IS ADVISED TO REFER TO THE REGISTERED PLAN AND NOT TO THIS PANEL FOR THE PURPOSES OF THE HOUSING ACT 1976. IT IS INTENDED THAT THE HOUSING ACT 1976, AS AMENDED BY THE HOUSING ACT 1989, 1991, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100.

Plans used in preparation of survey compilation  
 DP 816445 DP 816446  
 DP 816447 DP 816448

PERMANENT MARKS

MARK	BEARING	DISTANCE	FROM
A.	309° 08' 00"	9.15	B. & 9.75
B.	310° 31' 00"	9.18	B. & 21.88
C.	311° 05' 00"	1.44	B. & 21.88
D.	311° 05' 00"	1.44	B. & 21.88
E.	311° 05' 00"	1.44	B. & 21.88

CURVED BOUNDARIES

LOT	BEARING	CHORD	ARC	RADIUS
6008	275° 57' 30"	13.27	13.43	24.8565
6009	304° 08' 20"	7.04	20.985	92.5
6010	292° 25' 30"	7.475	4.475	92.5
6011(a)	312° 09' 00"	6.22	6.225	92.5
6011(b)	282.65° 30"	73.45	22.4	24.8565
6012(a)	277° 46' 15"	2.42	2.42	24.8565
6012(b)	275° 09' 30"	5.01	5.01	92.5

WARNING: CREASING OR FOLDING WILL LEAD TO RECTIFICATION  
 This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.  
 30th June 1992



City of  
Newcastle

# Planning Certificate

Section 10.7, Environmental Planning and Assessment Act 1979

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

**Certificate No:** PL2020/05069  
**Fees:** \$53.00  
**Receipt No(s):** D001702203

**Your Reference:** 20/2087

**Date of Issue:** 27/10/2020

<b>The Land:</b> Lot 2 SP 82689 1/228 Maryland Drive Maryland NSW 2287
---

## Advice provided on this Certificate:

Advice under section 10.7(2): see items 1 – 21

## IMPORTANT: Please read this certificate carefully

This certificate contains important information about the land.

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

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

All information provided is correct as at 27/10/2020. However, it's possible for changes to occur within a short time. We recommend that you only rely upon a very recent certificate.

## WARNING:

This certificate DOES NOT contain additional advice provided under section 10.7(5). We have not provided this additional advice because it was not requested or paid for by the applicant. We recommend that you obtain a full certificate.

---

## City of Newcastle

PO Box 489  
NEWCASTLE 2300

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

## Customer Contact Centre

Ground floor,  
12 Stewart Avenue  
Newcastle West NSW 2300

## Office hours:

Mondays to Fridays 8.30 am to 5.00 pm



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## Part 1:

### Advice provided under section 10.7(2)

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

#### 1. Names of relevant planning instruments and DCPs

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

State Environmental Planning Policy No. 1 - Development Standards

State Environmental Planning Policy No. 21 - Caravan Parks

State Environmental Planning Policy No. 33 - Hazardous and Offensive Development

State Environmental Planning Policy No. 36 - Manufactured Home Estates

State Environmental Planning Policy (Koala Habitat Protection) Amendment (Maps) 2020

State Environmental Planning Policy No. 50 - Canal Estate Development

State Environmental Planning Policy No. 55 - Remediation of Land

State Environmental Planning Policy No. 64 - Advertising and Signage

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

State Environmental Planning Policy No. 70 - Affordable Housing (Revised Schemes)

State Environmental Planning Policy (Housing For Seniors or People with a Disability) 2004

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

State Environmental Planning Policy (State Significant Precincts) 2005

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

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

State Environmental Planning Policy (Affordable Rental Housing) 2009

State Environmental Planning Policy (Urban Renewal) 2010

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

State Environmental Planning Policy (Concurrences) 2018

State Environmental Planning Policy (Primary Production and Rural Development) 2019

Newcastle Local Environmental Plan 2012

Newcastle Development Control Plan 2012

#### 2. Zoning and land use under relevant LEPs

**Newcastle Local Environmental Plan 2012**

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

Zone R2 Low Density Residential

*Note: Refer to [www.newcastle.nsw.gov.au](http://www.newcastle.nsw.gov.au) or [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au) website for LEP instrument and zoning maps.*

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

### **Zone R2 Low Density Residential**

- **Objectives of zone**

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

- **Permitted without consent**

Environmental protection works; Home occupations

- **Permitted with consent**

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

- **Prohibited**

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

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

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

**Heritage conservation area:** The land is not within a heritage conservation area under the Newcastle Local Environmental Plan 2012.

**Heritage items:** There are no heritage items listed in the Newcastle Local Environmental Plan 2012 situated on the land.

### **3. Complying development**

**Note Other requirements:** *The advice below for all Complying Development Codes, is limited to identifying whether or not the land, the subject of the certificate, is land on which complying development may be carried out because of Clauses 1.17A(1)(c) to (e), (2), (3) & (4), 1.18 (1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (the Codes SEPP).*

To ascertain the extent to which the complying development may or may not be carried out on the land, maps are available on City of Newcastle (CN) web pages.

#### **Housing Code**

Complying development under the Housing Code MAY be carried out on this land.

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### **Rural Housing Code**

Complying development under the Rural Housing Code MAY be carried out on this land.

### **Low Rise Housing Diversity Code**

Complying development under the Low Rise Housing Diversity Code MAY be carried out on this land.

### **Greenfield Housing Code**

Complying development under the Greenfield Housing Code MAY be carried out on this land.

### **Inland Code**

Complying development under the Inland Code MAY be carried out on this land.

### **Housing Alterations Code**

Complying development under the Housing Alterations Code MAY be carried out on this land.

### **General Development Code**

Complying development under the General Development Code MAY be carried out on this land.

### **Commercial and Industrial Alterations Code**

Complying development under the Commercial and Industrial Code MAY be carried out on this land.

### **Commercial and Industrial (New Buildings and Additions) Code**

Complying development under the Commercial and Industrial (New Buildings and Additions) Code MAY be carried out on this land.

### **Container Recycling Facilities Code**

Complying development under the Container Recycling Facilities Code MAY be carried out on this land.

### **Subdivision Code**

Complying development under the Subdivision Code MAY be carried out on this land.

### **Demolition Code**

Complying development under the Demolition Code MAY be carried out on this land.

### **Fire Safety Code**

Complying development under the Fire Safety Code MAY be carried out on this land.

### **4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

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

### **5. Coal Mine Subsidence Compensation Act 2017**

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

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

### **6. Road widening or realignment**

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*NOTE: The Roads and Maritime Services (RMS) may have proposals that are not referred to in this item. For advice about affectation by RMS proposals, contact the Roads and Maritime Services, Locked Mail Bag 30 Newcastle 2300. Ph: 131 782.*

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

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

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

## **7. Policies on hazard risk restrictions**

Except as stated below, the land is not affected by a policy referred to in Item 7 of Schedule 4 of the Environmental Planning and Assessment Regulation 2000 that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

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

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

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

## **7A. Flood related development controls information**

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

## **8. Land reserved for acquisition**

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

## **9. Contributions plans**

The following contribution plan/s apply to the land.

### **Section 7.12 Newcastle Local Infrastructure Contributions Plan 2019: Effective 9 September 2019.**

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

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

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

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

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

## **9A. Biodiversity certified land**

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

## **10. Biodiversity stewardship sites**

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

## **10A. Native vegetation clearing set asides**

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The land IS NOT land (of which CN is aware) that contains a set aside area under section 60ZC of the Local Land Services Act 2013.

**11. Bush fire prone land**

The land IS NOT bush fire prone land for the purposes of the Environmental Planning and Assessment Act 1979.

**12. Property vegetation plans**

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

**13. Orders under Trees (Disputes Between Neighbours) Act 2006**

CN HAS NOT been notified that an order has been made under the Trees (Disputes between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

**14. Directions under Part 3A**

The land IS NOT AFFECTED by a direction by the Minister in force under section 75P (2) (c1) of the Act.

**15. Site compatibility certificates and conditions for seniors housing**

(a) The land IS NOT AFFECTED by a current site compatibility certificate (of which CN is aware) issued under the State Environmental Planning Policy (Housing for Seniors and People with a Disability) 2004.

(b) The land IS NOT AFFECTED by any terms of kind referred to in clause 18(2) of the State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, that have been imposed as a condition of consent to a development application granted after 11 October, 2007 in respect of the land.

**16. Site compatibility certificates for infrastructure, schools or TAFE establishments**

The land IS NOT AFFECTED by a valid site compatibility certificate (of which CN is aware) issued under the State Environmental Planning Policy (Infrastructure) 2007.

**17. Site compatibility certificates and conditions for affordable rental housing**

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

**18. Paper subdivision information**

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

**19. Site verification certificates**

The land IS NOT AFFECTED by a current site verification certificate (of which CN is aware) issued under the State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

**20. Loose-fill asbestos insulation**

CN HAS NOT been notified that 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 of loose-fill asbestos insulation, that is required to be maintained under that Division.

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

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

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

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

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

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

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

Issued without alterations or additions, 27/10/20  
Authorised by

**KEN LIDDELL**  
**ACTING CHIEF EXECUTIVE OFFICER**



# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

N/A

N/A/

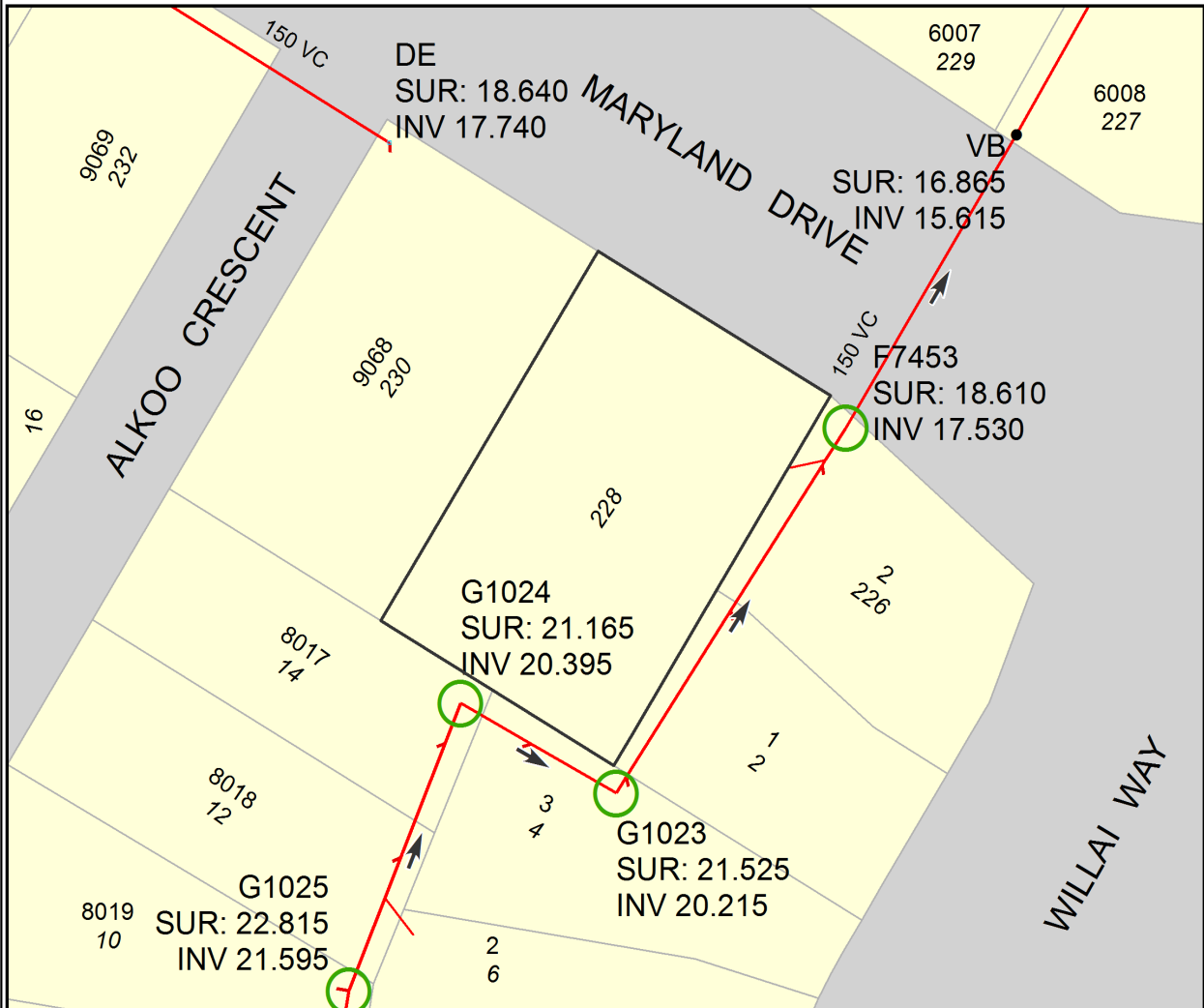
APPLICATION NO.: 7650046841

APPLICANT REF: M 20/2087

RATEABLE PREMISE NO.: 5174250483

PROPERTY ADDRESS: 228 MARYLAND DR MARYLAND 2287

LOT/SECTION/DP:SP: 2/ /SP 82689



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: 22/10/2020

Scale at A4: 1:500

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

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