Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 91210488	NSW DAN:
vendor's agent	First National Real Estate - David Haggarty 454 High Street MAITLAND NSW 2320		Phone: 4933 5544 Fax: Ref: Jade Tweedie
co-agent			
vendor			
vendor's solicitor	Gibbs Lawyers 8 Brunker Street KURRI KURRI NSW 2327		Phone: (02) 4937 1433 Fax: 02 4937 5411 Ref: 1103507
date for completion	42 days after the contract date	(clause 15)	Email: tbrown@gibbslawyers.com.au
land (Address, plan details and title reference)	84 O'Shea Circuit CESSNOCK NSW 2325 Lot 504 in Deposited Plan 1042406 504/1042406		

☑ VACANT POSSESSION ☐ Subject to existing tenancies

improvements ☑ HOUSE ☑ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space
☐ none ☐ other:

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

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

inclusions
☑ blinds ☑ dishwasher ☑ light fittings ☑ stove
☑ built-in wardrobes ☑ fixed floor coverings ☑ range hood ☐ pool equipment
☑ clothes line ☑ insect screens ☐ solar panels ☑ TV antenna
☐ curtains ☑ other: Ducted Airconditioning, wooden slat feature wall in back bedroom

exclusions

purchaser

purchaser's solicitor
Phone:
Fax:
Ref:
Email:

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 **witness**

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

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares **witness**

Choices

vendor agrees to accept a ***deposit-bond*** (clause 3) ☐ NO ☐ yes

Nominated *Electronic Lodgment 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* (GST 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 *RW 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

- [x] 1 property certificate for the land
- [x] 2 plan of the land
- [ ] 3 unregistered plan of the land
- [ ] 4 plan of land to be subdivided
- [ ] 5 document that is to be lodged with a relevant plan
- [x] 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- [ ] 7 additional information included in that certificate under section 10.7(5)
- [x] 8 sewerage infrastructure location diagram (service location diagram)
- [ ] 9 sewer lines location diagram (sewerage service diagram)
- [x] 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- [ ] 11 *planning agreement*
- [ ] 12 section 88G certificate (positive covenant)
- [x] 13 survey report
- [x] 14 building information certificate or building certificate given under *legislation*
- [ ] 15 lease (with every relevant memorandum or variation)
- [ ] 16 other document relevant to tenancies
- [ ] 17 licence benefiting the land
- [ ] 18 old system document
- [ ] 19 Crown purchase statement of account
- [ ] 20 building management statement
- [x] 21 form of requisitions
- [ ] 22 *clearance certificate*
- [ ] 23 land tax certificate

Home Building Act 1989

- [ ] 24 insurance certificate
- [ ] 25 brochure or warning
- [ ] 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- [ ] 27 certificate of compliance
- [ ] 28 evidence of registration
- [ ] 29 relevant occupation certificate
- [ ] 30 certificate of non-compliance
- [ ] 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- [ ] 32 property certificate for strata common property
- [ ] 33 plan creating strata common property
- [ ] 34 strata by-laws
- [ ] 35 strata development contract or statement
- [ ] 36 strata management statement
- [ ] 37 strata renewal proposal
- [ ] 38 strata renewal plan
- [ ] 39 leasehold strata - lease of lot and common property
- [ ] 40 property certificate for neighbourhood property
- [ ] 41 plan creating neighbourhood property
- [ ] 42 neighbourhood development contract
- [ ] 43 neighbourhood management statement
- [ ] 44 property certificate for precinct property
- [ ] 45 plan creating precinct property
- [ ] 46 precinct development contract
- [ ] 47 precinct management statement
- [ ] 48 property certificate for community property
- [ ] 49 plan creating community property
- [ ] 50 community development contract
- [ ] 51 community management statement
- [ ] 52 document disclosing a change of by-laws
- [ ] 53 document disclosing a change in a development or management contract or statement
- [ ] 54 document disclosing a change in boundaries
- [ ] 55 information certificate under Strata Schemes Management Act 2015
- [ ] 56 information certificate under Community Land Management Act 1989
- [ ] 57 disclosure statement - off the plan contract
- [ ] 58 other document relevant to off the plan contract

Other

- [ ] 59

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

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

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

WARNING—LOOSE-FILL ASBESTOS INSULATION
Before purchasing land that includes 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:

APA Group	NSW Department of Education
Australian Taxation Office	NSW Fair Trading
Council	Owner of adjoining land
County Council	Privacy
Department of Planning, Industry and Environment	Public Works Advisory
Department of Primary Industries	Subsidence Advisory NSW
Electricity and gas	Telecommunications
Land & Housing Corporation	Transport for NSW
Local Land Services	Water, sewerage or drainage authority

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 –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act*, that covers one or more days falling within the period from and including the contract date to completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor*, or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – • issued by a *bank* and drawn on itself; or • if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* 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.

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 *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

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

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –
13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –
13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the 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 *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 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 earnt 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 –

adjustment figures	details of the adjustments to be made to the price under clause 14;
certificate of title	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;
completion time	the time of day on the date for completion when the *electronic transaction* is to be settled;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
ECNL	the Electronic Conveyancing National Law (NSW);
effective date	the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;

electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules;*
electronically tradeable	a land title that is Electronically Tradeable as that term is defined in the *conveyancing rules;*
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price;
mortgagee details	the details which a *party* to the *electronic transaction* must provide about any *discharging mortgagee* of the *property* as at completion;
participation rules	the participation rules as determined by the *ECNL;*
populate	to complete data fields in the *Electronic Workspace*; and
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry.*

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.

THESE SPECIAL CONDITIONS FORM PART OF THE ANNEXED CONTRACT FOR SALE

32. Notwithstanding the provisions of Clauses 6 and 7 hereof the parties expressly agree that any claim for compensation irrespective of amount shall be deemed to be a requisition for the purpose of Clause 8 hereto entitling the Vendor to rescind this Contract and the parties agree that for the purpose of Clause 8.1 the claim for compensation shall be conclusively presumed to constitute reasonable grounds.

33. Without in any way negating limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this clause not been included herein should prior to completion:-

    (a) The purchaser or vendor or any one of them die or become mentally ill then any party hereto may rescind the within Contract by notice in writing and thereupon the within Contract shall be at an end and the provisions of Clause 19 hereof shall apply; or

    (b) The purchaser be declared bankrupt or enter into any scheme or make any assignment for the benefit of the creditors or being a Company resolve to go into liquidation or have a petition for the winding up of the purchaser presented or enter into any scheme of arrangement with its creditors under the Companies Code (N.S.W.) or should any Liquidator Receiver or Official Manager be appointed in respect of the purchaser then the vendor may by notice in writing rescind this Agreement and the provisions of Clause 19 hereof shall apply.

34. The purchaser hereby warrants that he has not been introduced to the property by the efforts, whether direct or indirect, of any commission agent except as shown on the front page hereof and shall indemnify and save harmless the vendor in respect of any suit, action, claim or demand made or brought by any commission agent claiming commission arising from any such introduction in breach of this warranty, and this Clause shall not merge on completion hereof.

35. The Purchaser acknowledges having inspected and examined or caused to be inspected and examined the property, the improvements and the annexures to this Contract and agrees that:

    (a) The terms and conditions set out in this agreement contain the entire agreement as concluded between the parties as at the date hereof notwithstanding any negotiations or discussions held or documents signed or brochures produced or statements made prior to the execution hereof and the purchaser expressly acknowledges that it has not been induced to enter into this agreement by any representation verbal or otherwise made by or on behalf of the vendor which is not set out in the body of this agreement or the Schedules or Annexures hereto.

    (b) In entering into this Agreement it has not relied upon any warranty or representation made or any other conduct engaged in by the vendor or any person or body corporate on behalf of the vendor except such as are expressly provided herein but has relied entirely upon its own enquiries relating to and inspection of the property AND the purchaser further acknowledges that (subject to any statutory overriding rights to the contrary available to the purchaser which are either not capable of exclusion at law or are capable of exclusion but which are not expressly or by implication excluded under this

agreement) the purchaser accepts the property and chattels and things included in this agreement in their present condition and state of repair and subject to all defects (if any) whether latent or patent (including without limitation the existence of asbestos or asbestos related substances, or any other environmental hazard or contaminant, in or at or affecting the property).

(c) Without limiting the generality of 33(b) that neither the vendor nor anyone on behalf of the vendor has made any representation or warranty upon which the purchaser relies as to the fitness or suitability for any particular purpose, development, redevelopment or otherwise in respect of the property of the land or improvements or any part thereof or of any financial return or income to be derived therefrom.

36. (a) Despite any rule of law or equity to the contrary, the Vendor and the Purchaser agree that any Notice to Complete given by either party to the other party under this contract shall be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.

(b) In the event that the Vendor issues a Notice to Complete pursuant to clause 15 then the Purchaser agrees to pay the sum of $500.00 inclusive of GST to the Vendor's solicitor on completion to reimburse the Vendor for the value of additional work to be done by the Vendor's solicitor in relation to the issue of the Notice to Complete and attending to matters relating to late completion. This clause does not affect any other Vendor's rights against the Purchaser including the right to recover any other damages. Payment of this sum is an essential term of this agreement.

37. Breach of statutory warranty by Vendor:

(a) If the Purchaser discovers that the Vendor has breached any warranty implied by the Conveyancing (Sale of Land) Regulation 2017, the Purchaser must, within 7 days of discovering that breach, notify the Vendor in writing of that breach.

(b) If the Vendor breaches any warranty implied by the Conveyancing (Sale of Land) Regulation 2017, the Vendor may, before completion, serve a notice:

i) specifying the breach;

ii) requesting the Purchaser to serve a notice irrevocably waiving the breach (Waiver); and

iii) indicating that the Vendor intends to rescind this Contract if the Waiver is not served within 14 days of service of the notice.

(c) The Vendor may rescind if:

(i) The Vendor serves a notice under paragraph (b); and

(ii) The Purchaser does not serve the Waiver within the time required under the notice.

(d) If the Purchaser serves a Waiver before the Vendor rescinds under paragraph (c), the Vendor is no longer entitled to rescind under paragraph (c).

(e) The Purchaser has no claim against the Vendor for breach of any warranty implied by the Conveyancing (Sale of Land) Regulation 2017 other than the right of rescission conferred by that Regulation.

38. In the event that the purchaser fails to complete within the time required by this Agreement due to no default or omission on the part of the vendor then the purchaser shall allow to the vendor on completion hereof an amount on account of damages payable. The parties agree that the amount of such allowance payable by reason of delay in settlement will be calculated at the rate of 10.00% per annum on the whole of the purchase price computed from the day on which settlement should have been completed in accordance with the terms hereof and calculated on a daily basis until settlement.

The parties further agree that payment of the said amount on account of damages is an essential term of this agreement and the vendor shall not be required to settle unless such amount is paid on completion.

The parties further agree that payment of the amount on account of damages is without prejudice to the vendor's right to commence action for breach of Contract in respect of any loss arising out of the purchaser's breach, but such amount shall be taken into account in assessing damages payable in the action.

39. (a) The Purchaser expressly warrants to the Vendor that it either does not require finance to complete this Contract or, in the event that it requires finance, it holds a current loan approval in an amount and upon terms which it considers fully satisfactory and sufficient to enable completion of this Contract within the time stipulated and upon the terms and conditions set out herein.

(b) The Purchaser acknowledges that the Vendor relies upon this warranty in entering into this Contract and that the Vendor may enter into further contractual obligations on or after the date of this Contract in reliance upon this warranty.

(c) The Purchaser further acknowledges that it shall remain liable to the Vendor for all damages arising from breach of this warranty notwithstanding any rights which the Purchaser may have pursuant to the provisions of the Uniform Credit Code including Section 124 thereof.

40. In the event that the vendor has accepted as deposit an amount less than 10% of the purchase price pursuant to this Contract then in such event and if the purchaser commits a default hereunder an amount equal to 10% of the purchase price shall become due and payable notwithstanding that this Agreement is not completed.

This clause shall not merge on completion and the vendor shall be entitled to sue for recovery of so much of the 10% deposit that remains outstanding as a debt due by the purchaser to the vendor.

41. For the purpose of 16.11 the special completion address is to be advised.

42. For the purpose of Clause 5.1 the requisitions or general questions about the property or the title must be in the form of the attached Requisitions on Title.

43. **GUARANTEE**

43.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this contract.

43.2 The word guarantor means ..... and ..... (being two of the directors of the purchaser

or, if the purchaser is a sole director/secretary corporation, the sole director/secretary).

43.3 If the guarantor has not signed this clause, the vendor may terminate this contract by serving a notice, but only within 14 days after the contract date.

43.4 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor;

43.4.1 payment of all money payable by the purchaser under this contract; and

43.4.2 the performance of all of the purchaser's other obligations under this contract.

43.5 The guarantor:

43.5.1 indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and

43.5.2 must pay on demand any money due to the vendor under this indemnity.

43.6 The guarantor is jointly and separately liable with the purchaser to the vendor for:

43.6.1 the performance by the purchaser of its obligations under this contract; and

43.6.2 any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by; the vendor.

43.7 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.

43.8 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.

43.9 The guarantor's obligations under this clause are not released, discharge or otherwise affected by:

43.9.1 the granting of any time, waiver, covenant not to sue or other indulgence;

43.9.2. the release or discharge of any person;

43.9.3 an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;

43.9.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a court or otherwise;

43.9.5 payment to the vendor including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or

43.9.6 the winding up of the purchaser.

43.10 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.

43.11 This clause operates as a Deed between the vendor and the guarantor.

EXECUTED as a Deed.
SIGNED SEALED & DELIVERED by
In the presence of:-

....
Signature of Witness Signature

SIGNED SEALED & DELIVERED by
In the presence of:-

....
Signature of Witness Signature

44. The purchaser warrants that the purchaser has obtained (or is not required to obtain) any necessary consent or approval from the Foreign Investment Review Board (or any other relevant authority) under the Foreign Acquisitions & Takeovers Act 1975 (Cth) as to the purchase of the property by the purchaser on the terms and conditions set out in this contract. A breach of this warranty entitles the vendor to terminate the contract and the provisions of clause 9 will apply. The purchaser indemnifies the vendor in respect of any claims arising from any breach of this warranty. This special condition does not merge on completion.

45. The purchaser may rescind this contract if the property is within a proclaimed mine subsidence district and the owner of the improvements of the land is not entitled as at the date of this contract to claim compensation from the Mine Subsidence Board in respect to any damage to the land or improvements arising from mine subsidence and written communication from the Mine Subsidence Board to that effect will be conclusive for the purposes of this clause.

46. Where the title of the subject property is Torrens title subject to a limitation pursuant to section 28T(4) of the Real Property Act 1900 which relates to the boundaries of the land Clause 25 of the printed form is deleted. The purchaser shall not make any requisition objection or claim for compensation nor have any right of rescission in respect of the limitation nor shall the purchaser require the vendor to abstract or prove prior old system title in relation thereto.

47. For the benefit of both parties, should either party because of the Covid-19 virus:

(1) Contract the Covid-19 virus;
(2) be placed in isolation in the sale property;
(3) be directed to self-isolate in the sale property;
(4) need to care for a member of their household (as at the date of exchange of Contracts) in the sale property who is directly affected by matters (1)-(3) above,
(5) be the subject of any Health Order including lockdown;

(6) be unable to cross state borders due to border closures

then the parties agree that the following provisions shall apply:

A. That the settlement date shall be the latter of the completion date or seven (7) calendar days after the following has occurred:-
   (i) The period of quarantine or self-isolation has expired for the affected member of the household, the Vendor or the Purchaser;
   (ii) The Health Order or border closures for the affected member of the household, the Vendor or the Purchaser, have been lifted or a pass has been issued allowing the affected party or member of the household to cross the relevant boarder to facilitate relocation and vacation of the property.

B. The party seeking the benefit of this clause must provide suitable documentation to provide evidence of infection, the need for quarantine or self-isolation immediately upon diagnosis, issue of Health Order or border closure to the other party's representative.

48. (1) If the sale property has been occupied by a person as described in item 47.(1), (2), (3) or (4) then such persons must vacate the sale property a minimum of 96 hours prior to completion.

(2) It is an essential term of this contract that the Vendor or his agent (this cannot be a person described in 47(1), (2), (3) or (4) above) shall thoroughly disinfect the property prior to completion. For the purpose of clarity, thoroughly disinfect includes, but is not limited to, vacuuming carpets, cleaning air conditioning filters and using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and mop floors.

49. The parties agree that should the vendor be unable to obtain the services of a removalists immediately prior to settlement due to government or health orders then the completion date shall be extended to a date seven business days after such government or health restriction on removalists have been lifted

50. CHRISTMAS HOLIDAY PERIOD

50.1 In the event a cooling-off period applies to this Contract for Sale and should the expiration of the cooling-off period fall between 5pm on Tuesday 21 December, 2021 and 5pm on Monday 10 January, 2022, then both parties hereby agree that the expiration of the cooling-off period will be extended to Tuesday 11 January, 2022

50.2 Should the completion date of this Contract for Sale fall between Tuesday 21 December, 2021 and Monday 10 January, 2022, then both parties agree that the completion date is deemed to be Friday 14 January, 2022.

50.3 In the event that either party serves on the other party a Notice to Complete between Friday 17 December, 2021 and Monday 10 January, 2022, then service of the Notice is deemed served as of Tuesday 11 January, 2022.

51. Annexed is a Survey by Kepreotis & Southwell Surveyors Pty Ltd dated 5 August, 2003. The Vendor does not warrant the accuracy or completeness of the Survey. The Purchaser acknowledges and agrees that they will not make any requisition, objection or claim for compensation nor have any right of rescission or termination relating to any matter referred to or arising from the Survey.

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 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
   (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
   (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
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 any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and 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?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. 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.
16.
    (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* 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 (NSW)* 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 (NSW)*.

17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?

18. If a swimming pool is included in the sale:
    (a) did its installation or construction commence before or after 1 August 1990?
    (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
    (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
    (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
    (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
    (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

19.
    (a) To whom do the boundary fences belong?
    (b) Are there any party walls?
    (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
    (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
    (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

Affectations

20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?

21. Is the vendor aware of:
    (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
    (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
    (c) any latent defects in the Property?

22. Has the vendor any notice or knowledge that the Property is affected by the following:
    (a) any resumption or acquisition or proposed resumption or acquisition?
    (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
    (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
    (e) any realignment or proposed realignment of any road adjoining the Property?
    (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

23.
    (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
    (b) If so, do any of the connections for such services pass through any adjoining land?
    (c) Do any service connections for any other Property pass through the Property?

24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Capacity

25. 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

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.

27. 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.

28. 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.

29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

30. The purchaser reserves the right to make further requisitions prior to completion.

31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

KEPREOTIS & SOUTHWELL SURVEYORS PTY LTD
Trading as (Kitt Lowe & Associates Newcastle)
Consulting Land Engineering and Mining Surveyors
ABN 82 071 037 922

VICTOR P KEPREOTIS
Surveyor Registered under the
Surveyors Act 1929 as Amended

CRAIG B SOUTHWELL
Director

DATE: 5th August 2003
OUR REF: N36 367

MASTERTON HOMES
RE: PALMER 4006204/19160

WE HAVE surveyed the land shown as Lot 504 in Deposited Plan 1042406, situated at Cessnock, in the Local Government Area of Cessnock, in the Parish of Pokolbin, in the County of Northumberland. The land has a total frontage of 20.918 metres to O'Shea Circuit. All other dimensions are as shown on the accompanying sketch.

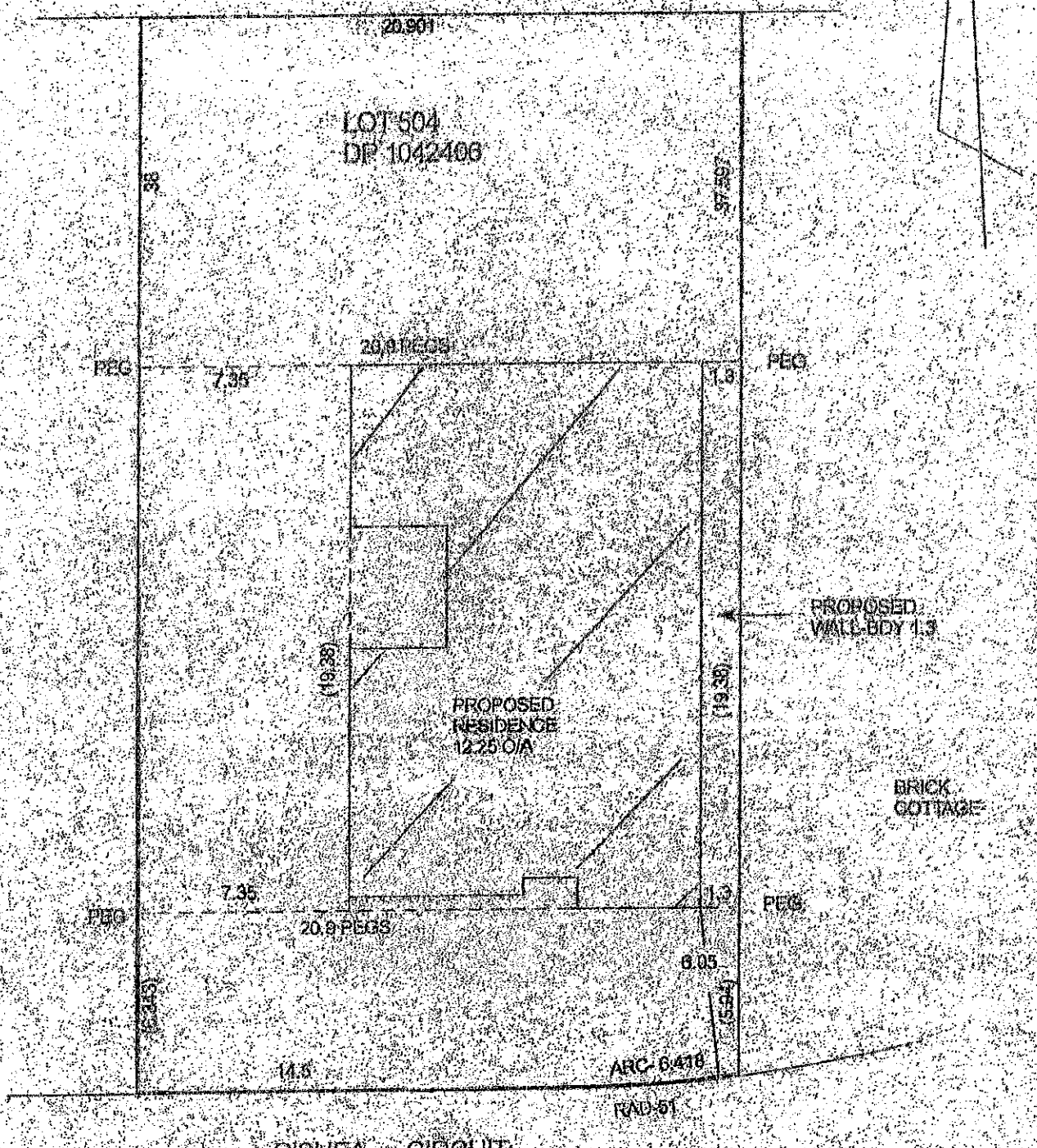
WE HAVE OBSERVED that the above described land is vacant.

THE BOUNDARIES of the subject property are not fenced.

NO APPARENT EASEMENT affects the subject property as shown on the accompanying sketch.

VICTOR P KEPREOTIS
Surveyor Registered under the
Surveyors Act 1929 as Amended

Suite 2, Cardiff Plaza, 101 Harison Street, PO Box 209 Cardiff 2285
Ph (02) 49 565 288 Fax (02) 49 565 817



This is the sketch referred to in
Quote N-36 367 Date 5-8-2003

KEPREOTIS & SOUTHWELL SURVEYORS PTY LTD
Trading as John Lowe & Associates (Newcastle)
Consulting Land Engineering Mining Surveyors
ABN 82 071 037 922

VICTOR P KEPREOTIS
Surveyor Registered under the
Surveying Act, 2002

Suite 2, Cardiff Plaza, 10 Harrison Street, P O Box 209 Cardiff 2285
Ph (02) 49 566 268 Fax (02) 49 586 811

LAND REGISTRY SERVICES

Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 504/1042406

SEARCH DATE	TIME	EDITION NO	DATE
16/11/2021	10:57 AM	5	15/9/2018

LAND

LOT 504 IN DEPOSITED PLAN 1042406
AT CESSNOCK
LOCAL GOVERNMENT AREA CESSNOCK
PARISH OF POKOLBIN COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1042406

FIRST SCHEDULE

RYAN JOHN HINDMARSH
SAMANTHA JOYCE FOSTER
AS JOINT TENANTS (T AE493775)

SECOND SCHEDULE (8 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 DP831570 EASEMENT TO DRAIN WATER 2 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
3 DP855326 EASEMENT TO DRAIN WATER 2 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
4 DP1002052 EASEMENT TO DRAIN WATER 3 WIDE & VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
5 DP1002052 EASEMENT TO DRAIN WATER 3 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
6 DP1031072 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
7 DP1042406 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED 4 IN THE S.88B INSTRUMENT
8 AE493776 MORTGAGE TO GREATER BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

1103507 PRINTED ON 16/11/2021

Received: 16/11/2021 10:57:13

REGISTERED AND SEALS ONLY

THE COMMON SEAL OF THE CESSNOCK CITY COUNCIL WAS HEREUNTO AFFIXED THIS 13th DAY OF June 2002 IN PURSUANCE OF A RESOLUTION OF THE COUNCIL PASSED ON THE 19th DAY OF April 2002.

MAYOR

GENERAL MANAGER

Crown Lands Office Approval

PLAN APPROVED .....

Authorised Officer

Subdivision Certificate

I certify that the provisions of s. 109J of the Environmental Planning and Assessment Act 1979 have been complied with in relation to the proposed ..... SUBDIVISION ..... and that the plan is in accordance with a development consent or complying development certificate.

Authorised Person

General Manager CESSNOCK CITY COUNCIL

Date of endorsement MAY 30, 2002

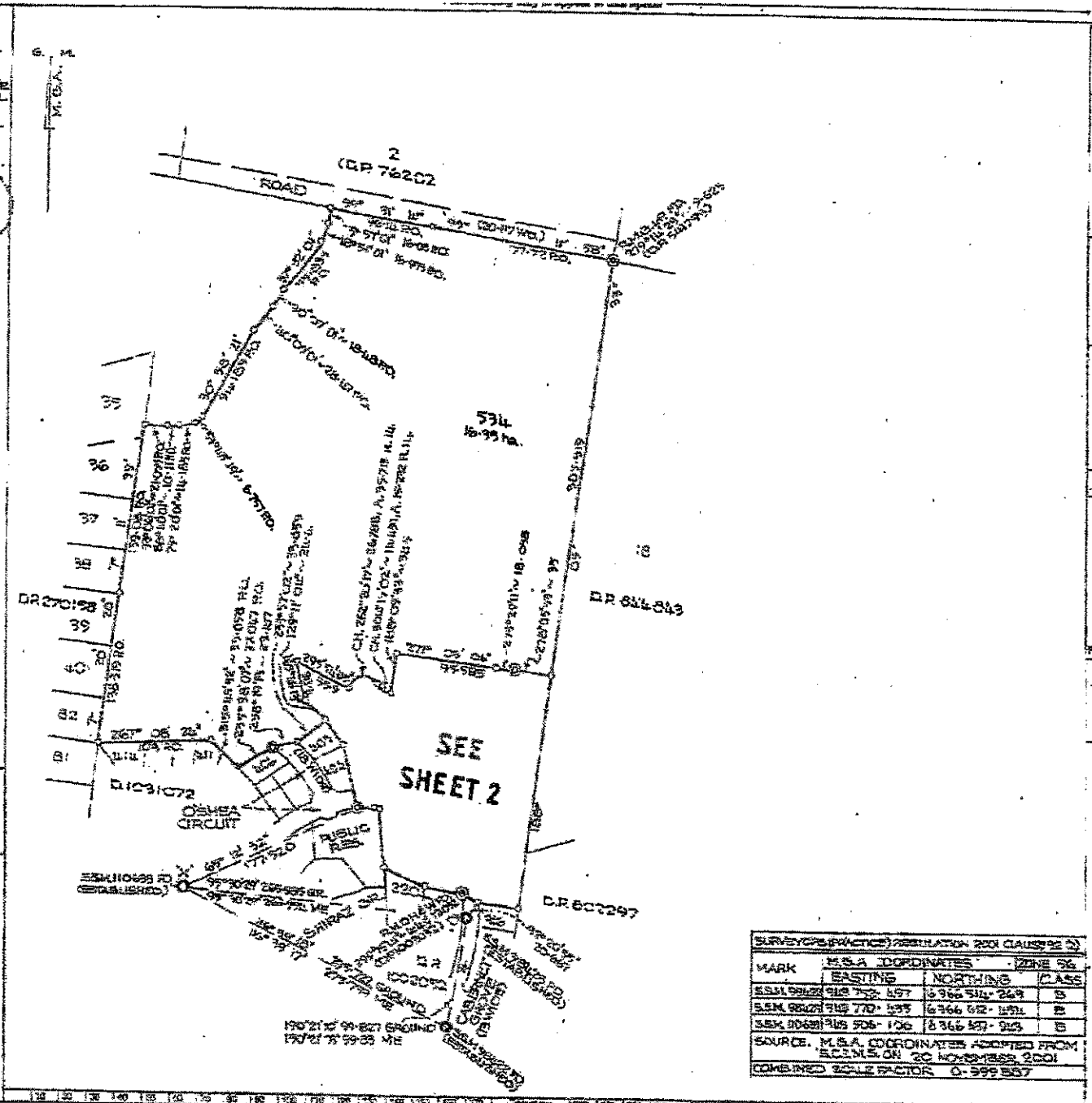
Accreditation no. .....

Accreditation Certificate no. 4/1999 /1905/1

Subdivision Certificate no. 8/1999/249 8/2001/175

Which the plan is to be lodged in the Land Titles Office. If should be made a separate entry in the register relating to each lot, specify the number of each lot separately.

*Delete whichever is inapplicable.



SURVEYORS (PRACTICE) REGULATION 2001 CLAUSE 92 (2)			
MARK	M.G.A. COORDINATES ZONE 56		
	EASTING	NORTHING	CLASS
SSM 98628	318 753·457	6 366 314·249	B
SSM 98629	318 770·535	6 366 612·151	B
SSM 30638	318 506·106	6 366 587·913	B
SOURCE: M.G.A. COORDINATES ADOPTED FROM S.C.I.M.S. ON 20 NOVEMBER 2001			
COMBINED SCALE FACTOR 0·999 587			

DP1042408

Surveyor: 26-6-2002

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U2769-B

Last Plan: DP 1031072

PLAN OF SUBDIVISION OF LOT 422 DP 1031072

Lengths are in metres. Reduction Ratio 1:2500

LGA: CESSNOCK CITY

Locality: CESSNOCK

Parish: POKOLBIN

County: NORTHUMBERLAND

This sheet is annexure to sheet 2 (Delete if inapplicable)

Surveying Practice Regulation, 1995 2001

HARLEY CHARLES MCILWYEE

MCILWYEE ASSOCIATES PTY LTD

[illegible]

Plans used in the preparation of survey/compilation

D.P. 855726

D.P. 1002092

D.P. 1031072

PLANS FOR DEC ONLY for easements or restrictions to be created, rights of carriageway, easements, restrictions on the use of land or positive covenants.

IT IS INTENDED AS TO DEDICATE

(1) TYRRELL GROVE AND THE EXTENSIONS OF O'SHEA CIRCUIT AND CABERNET GROVE TO THE PUBLIC AS PUBLIC ROAD.

(2) THE PATHWAY TO THE PUBLIC AS PUBLIC PATHWAY.

(3) TO CREATE PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED:

(1) EASEMENT TO DRAIN WATER 2 WIDE.

(2) EASEMENT TO DRAIN WATER 3 WIDE.

(3) EASEMENT TO DRAIN WATER VARIABLE WIDTH

(4) RESTRICTIONS ON USE OF LAND.

SURVEYORS REFERENCE A16769/S CHECK LIST.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Ref: 278498 Printed: 26-6-2002 Page 1 of 2

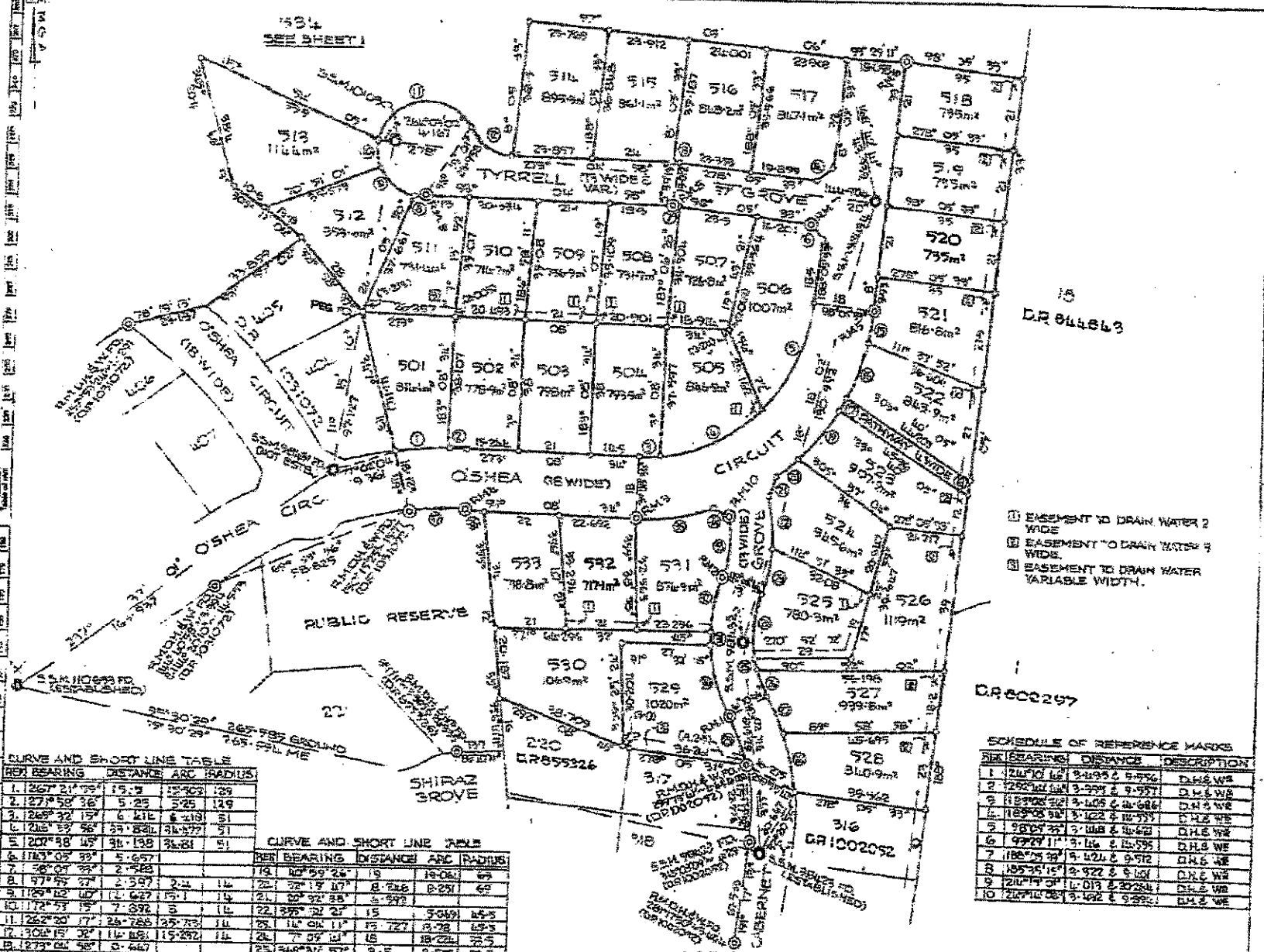
PLAN FORM 3

WARNING: CREASES OR FOLDS WILL LEAD TO REJECTION

* OFFICE USE ONLY

DP1042406

15 MARCH 2002



1 EASEMENT TO DRAIN WATER 2 WIDE

2 EASEMENT TO DRAIN WATER 3 WIDE.

3 EASEMENT TO DRAIN WATER VARIABLE WIDTH.

4 EASEMENT TO DRAIN WATER 3 WIDE — D.P. 1002052

CURVE AND SHORT LINE TABLE

REF	BEARING	DISTANCE	ARC	RADIUS
1.	267° 21' 39"	15.9	15.902	129
2.	277° 58' 36"	5.25	5.25	129
3.	269° 32' 15"	6.416	6.418	51
4.	216° 53' 56"	33.868	34.877	51
5.	202° 38' 45"	36.138	36.81	51
6.	143° 05' 39"	5.657		
7.	98° 05' 39"	2.828		
8.	97° 55' 37"	2.397	2.4	14
9.	129° 12' 40"	12.627	15.1	14
10.	172° 53' 15"	7.892	8	14
11.	262° 30' 17"	26.786	35.73	14
12.	304° 15' 39"	14.168	15.292	14
13.	273° 04' 50"	0.447		
14.	233° 05' 39"	9.657		
15.	11° 59' 54"	9	9.006	69
16.	22° 55' 02"	17.035	17.078	69
17.	31° 04' 52"	6.009	6.024	69
18.	186° 05' 39"	4.243		

CURVE AND SHORT LINE TABLE

REF	BEARING	DISTANCE	ARC	RADIUS
19.	10° 59' 26"	19	19.061	69
20.	72° 13' 17"	8.936	8.231	69
21.	00° 02' 38"	6.592		
22.	335° 32' 21"	15	5.969	69.5
23.	16° 06' 11"	15.727	15.78	69.5
24.	7° 05' 12"	18	18.221	72.5
25.	340° 36' 37"	9.5	9.502	39.5
26.	358° 29' 02"	7.402	8.425	39.5
27.	356° 29' 47"	12.052	12.1	66.5
28.	360° 00' 00"	17.5	17.561	66.5
29.	199° 16' 35"	15.211	15.244	39.5
30.	194° 59' 57"	23.057	23.269	66.5

CURVE AND SHORT LINE TABLE

REF	BEARING	DISTANCE	ARC	RADIUS	REF	BEARING	DISTANCE	ARC	RADIUS
31.	180° 16' 22"	3.5	3.701	66.5	35.	89° 18' 12"	29.251	29.47	69
32.	192° 07' 07"	16	16.08	66.5	36.	199° 58' 44"	6.358		
33.	186° 12' 00"	27.783	28.023	72.5	37.	89° 07' 39"	15.840	15.908	111
34.	119° 18' 30"	5.792							

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
1	214° 10' 42"	3.995 & 5.776	D.H.S. WS
2	292° 44' 44"	3.999 & 5.557	D.H.S. WS
3	119° 00' 32"	3.405 & 4.686	D.H.S. WS
4	189° 05' 38"	3.422 & 4.755	D.H.S. WS
5	98° 05' 39"	3.148 & 4.621	D.H.S. WS
6	99° 29' 11"	3.146 & 4.595	D.H.S. WS
7	186° 05' 39"	3.421 & 5.512	D.H.S. WS
8	185° 35' 15"	3.922 & 5.160	D.H.S. WS
9	214° 14' 08"	4.013 & 30.284	D.H.S. WS
10	214° 14' 08"	3.492 & 5.896	D.H.S. WS

Plan Drawing only to appear in this space

Reduction Ratio 1:750

SURVEYOR'S REFERENCE: A16765/5

Instrument setting out terms of Easements and Restrictions on the Use of Land intended to be created pursuant to Section 88B Conveyancing Act 1919.

DP1042406

Subdivision of Lot 422 DP1031072 covered by Council's Certificate No.

Name and address of owner of the land:

CESSNOCK CITY COUNCIL
PO Box 152
CESSNOCK NSW 2325

PART 1

No. of item shown in the intention panel on the plan	Identity of Easement or Restrictions to be created and referred to in the plan	Burdened Lots	Benefited Lots or Prescribed Authority
1	Easement to drain water 2 wide	505 507 508 509 510 525 531 532	507 to 512 incl 508 to 512 incl. 509 to 512 incl. 510 to 512 incl. 511 & 512 524 532 & 533 533
2	Easement to drain water 3 wide.	518 519 520 521 522 523 526 527 528	534 518 & 534 518,519 & 534 518 to 520 incl. & 534 518 to 521 incl. & 534 518 to 522 incl. & 534 518 to 523 incl. & 534 518 to 523 incl. 526 & 534 518 to 523 incl. 526,527 & 534
3	Easement to drain water variable width	511 529	512 530
4	Restrictions on use of land	Every lot from 501 to 533 incl.	Cessnock City Council

Instrument setting out terms of Easements and Restrictions on the Use of Land intended to be created pursuant to Section 88B Conveyancing Act 1919.

DP1042406

Subdivision of Lot 422 DP1031072 covered by Council's Certificate No.

PART 2

1 **Terms of easement numbered 1 in the plan:**
Terms as set our in Part III of Schedule VIII of the Act.
The party whose consent is required to release, vary or modify this easement is the Council of the Local Government Area of Cessnock City.

2 **Terms of easement numbered 2 in the plan:**
Terms as set out in Part III of Schedule VIII of the Act.
The party whose consent is required to release, vary or modify this easement is the Council of the Local Government Area of Cessnock City.

3 **Terms of easement numbered 3 in the plan:**
Terms as set out in Part III of Schedule VIII of the Act.
The party whose consent is required to release, vary or modify this easement is the Council of the Local Government Area of Cessnock City.

4 **Terms of easement numbered 4 in the plan:**

1 Not more than one (1) main building shall be erected upon any lot burdened and such main building shall only be used for single residential dwelling purposes provided always that where the Council of the City of Cessnock "Dual Occupancy" or "Duplex" Policy permits the erection on any lot burdened then such "Dual Occupancy" or "Duplex" may only be erected as an attachment to and as part of such main building erected on such lot and strictly in accordance with the said Council Policy and that in such case any or all references in this instrument to main building shall be deemed to include and refer to any permitted "Dual Occupancy" or "Duplex"

2 No main building shall be erected upon the land hereby burdened unless it shall have a minimum area of not less than 121 square metres exclusive of any provision for car accommodation, external landings and patios or verandahs.

3 No main building shall be erected or permitted to be erected on any lots burdened other than with external walls constructed of brick, brick veneer, stone, concrete or glass or any combination thereof, provided that any feature panelling may be used in conjunction with all of the materials herein referred to provided further that the proportion of feature panelling so used in relation to the total external wall area shall not exceed 25 per centum thereof and also provided that in the case of a two-storied building feature panelling may be used in the external walls on the second storey provided that the external walls of the first storey do not consist of feature panelling.

4 No building or structure which has previously been erected upon any other land shall be re-erected or re-constructed on any lot hereby

Instrument setting out terms of Easements and Restrictions on the Use of Land intended to be created pursuant to Section 88B Conveyancing Act 1919.

Subdivision of Lot 422 DP1031072
covered by Council's Certificate
No.

DP1042406

PART 2 – cont'd

burdened whether as to a building or structure by itself or as part of any other building or structure.

5 No main building or carport shall be erected or be permitted to remain erected on a lot burdened having a roof other than terracotta or concrete tiles, slate, shingles or colourbonded non-reflective non-flat metal material of a dark earth tone or having a roof with a pitch of less than 10 degrees to the horizontal.

6 No structure of a temporary character, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.

7 No sign of any description be it advertisement hoarding or any other type shall be erected on any lot hereby burdened at any time UNLESS such a sign has previously received the written approval of Council of the City of Cessnock.

8 No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or structure and with the prior approval of the Council of the City of Cessnock. No lot shall be permitted to be, appear, or remain in an excavated or quarried state.

9 No trees shall be removed from any lot burdened without the prior written approval of the Council of the City of Cessnock.

10 With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened no motor truck, lorry or semi-trailer with a load carrying capacity exceeding two (2) tonnes shall be parked or permitted to remain on any lot burdened.

11 No fence is permitted to be erected or to remain erected on any lot burdened between the building line and the street boundary except for a corner lot which is permitted to erect a fence on one of its street boundaries up to the prolongation of the building line of the other street.

12 No fence shall be permitted to be erected or to remain erected on the boundary of any lot burdened other than constructed of brick, brushwood, lapped and capped timber or pre-coated non-reflective profiled steel panels fitted to top and bottom channels and posts of the same material.

Instrument setting out terms of Easements and Restrictions on the Use of Land intended to be created pursuant to Section 88B Conveyancing Act 1919.

DP1042406

Subdivision of Lot 422 DP1031072 covered by Council's Certificate No.

PART 2 – cont'd

13 That for the benefit of any adjoining land owned by the vendor, but only during the ownership thereof by the vendor, its successors and assigns other than purchasers on sale, no fence shall be erected on the land hereby burdened, to divide the same from such adjoining land without the consent of the vendor, but such consent shall not be withheld if such fence is erected without expense to the vendor and in favour of any person dealing with the purchasers, such consent shall be deemed to have been given in respect of every such fence for the time being erected.

14 No outbuildings shall be constructed of materials other than of a non-reflective nature to the satisfaction of the Council of the City of Cessnock and to be of earth-tone colours considered by such Council to be sympathetic with the surrounding environment.

15 No run-off water from any building impervious surface or other material or structure laid or constructed on any lot burdened shall be permitted to run outside the boundaries of that lot except into or through the inter-allotment drainage system within the easement for drainage shown on the Plan of Subdivision creating the said lot or to a gutter or stormwater pipeline in the street or to a Public Reserve.

16 No birds, poultry or grazing animals may be kept upon the land burdened.

17 No person or Corporation shall own (without the consent of the Council of the City of Cessnock) more than one lot within the subdivision.

18 The Council of the City of Cessnock is committed to establishing the land in the Plan as part of a high quality prestige residential subdivision and to maintaining an aesthetic and attractive appearance for all buildings and other improvements erected upon the land for the advantage of the proprietors of all lots having the benefit of the restrictions hereby created and for that purpose the said Council shall (at the expense of the applicant) expeditiously, diligently and with due regard for the concern for the financial means of such applicant review each application to release, vary, or modify any restrictive covenant created hereby.

The person empowered to release, vary, or modify these Restrictions on Use is the Council of the City of Cessnock provided that any such release, variation, or modification if consented to shall be at the cost and expense of the person or persons requesting such release, variation or modification.

Instrument setting out terms of Easements and Restrictions on the Use of Land intended to be created pursuant to Section 88B Conveyancing Act 1919.

Subdivision of Lot 422 DP1031072 covered by Council's Certificate No.

DP1042406

The common seal of **THE CESSNOCK CITY COUNCIL** was hereto affixed this 12th day of June 2002, in pursuance of a resolution of the Council passed on the 19th day of April 2002.

CESSNOCK THE COMMON SEAL OF CITY COUNCIL

MAYOR

GENERAL MANAGER

Ref: A16765/5cessnockb

REGISTERED 26-6-2002

PLAN FORM 2

Plan Drawing only to appear in this space

*OFFICE USE ONLY

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

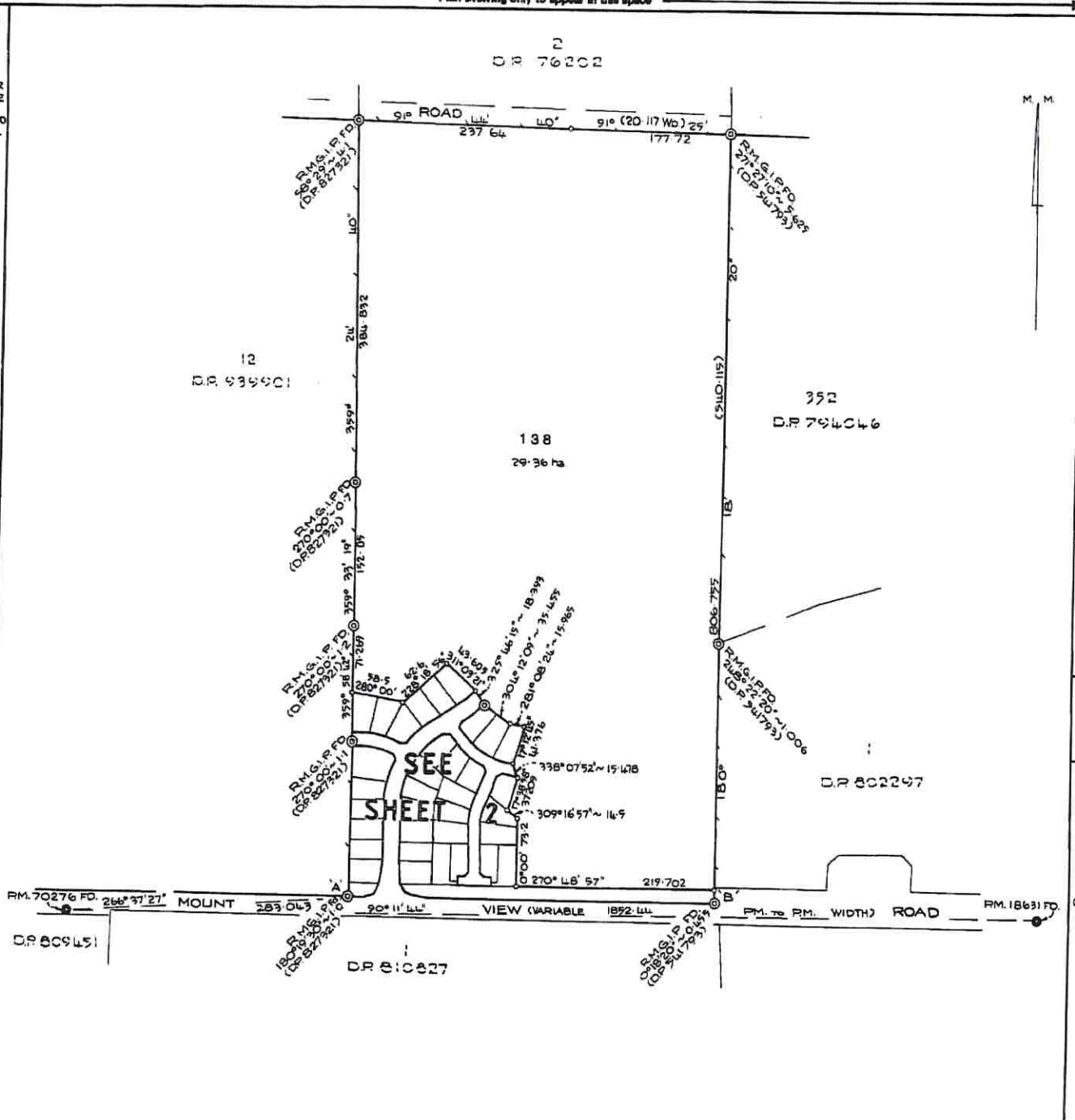
THE COMMON SEAL OF THE COUNCIL OF THE CITY OF CESSNOCK WAS HERETO AFFIXED THIS 23rd DAY OF JUNE 1993 UNDER DELEGATED AUTHORITY MINUTE No 612 IN PURSUANCE OF A RESOLUTION OF COUNCIL PASSED ON THE 18TH DAY OF NOVEMBER 1992

Maureen Callaghan

MAYOR

Colin Cowan

TOWN CLERK



DP 831570	
Registered:	30.6.1993
C.A:	No 92/17 of 23.6.1993
Title System:	TORRENS
Purpose:	SUBDIVISION
Ref. Map:	U 2765-8*
Last Plan:	DP 827321

PLAN OF

SUBDIVISION OF LOT 11 D.P. 827321

Lengths are in metres. Reduction Ratio 1: 3000

~~Municipality~~ City: CESSNOCK

Locality: CESSNOCK

Parish: POKOLBIN

County: NORTHUMBERLAND

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

I, DARCY CHARLES MCELWEE of 81 DARBY ST. NEWCASTLE a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made in accordance with the Survey Practice Regulations 1933 and any special requirements of the Department of Lands, and was completed on 21ST MAY 1993

Signature: ..... Surveyor registered under Surveyors Act, 1929, as amended.

Datum Line of Azimuth: A ~ B

Sheet: date of survey: 1990

Plans used in preparation of survey/compilation.

D.P. 827321

PM'S 18631 & 70276 NOT ESTABLISHED - ENQUIRY TO SURVEY CONTROL BRANCH ON 17.6.1993

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

IT IS INTENDED

(A) TO DEDICATE O'SHEA CIRCUIT, HERMITAGE CIRCLE, TULLOCH TERRACE & SAUVIGNON GROVE TO THE PUBLIC AS ROAD.

(B) TO CREATE PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

① EASEMENT TO DRAIN WATER 2 WIDE.

② EASEMENT TO DRAIN WATER 3 WIDE.

③ EASEMENT FOR WATER SUPPLY PUMPING STATION.

④ RESTRICTIONS ~~AS TO USER~~ ON USE OF LAND

Crown Lands Office Approval

I APPROVED ..... Authorised Officer

Land District .....

Paper No. .....

Field Book ..... Sheet .....

Council Clerk's Certificate

I hereby certify that —

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

(b) the requirements of Part 2 Division 2 of the Hunter Water Board Act 1987 and Water Supply Authorities Act 1987

have been complied with by the applicant in relation to the proposed SUBDIVISION (insert "new road", "subdivision" or "consolidated lot") set out hereon

Division No. 92/17

23-6-1993

(Signature) .....

Council Clerk

Council File No. 150/1992/17

This part of certificate to be dated where the application is only for a subdivision lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Sewerage and Drainage Board and the Hunter District Water Board.

Delete if inapplicable.

SURVEYOR'S REFERENCE: S 14805/1 - CHECK LIST EXEMPTION 93/228 CL. 33(3)(a)(ii)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION MPD

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — * OFFICE USE ONLY

DP 831570

Registered: 30.6.1993

This is sheet 2 of my plan in 2 sheets dated 21st MAY 1993

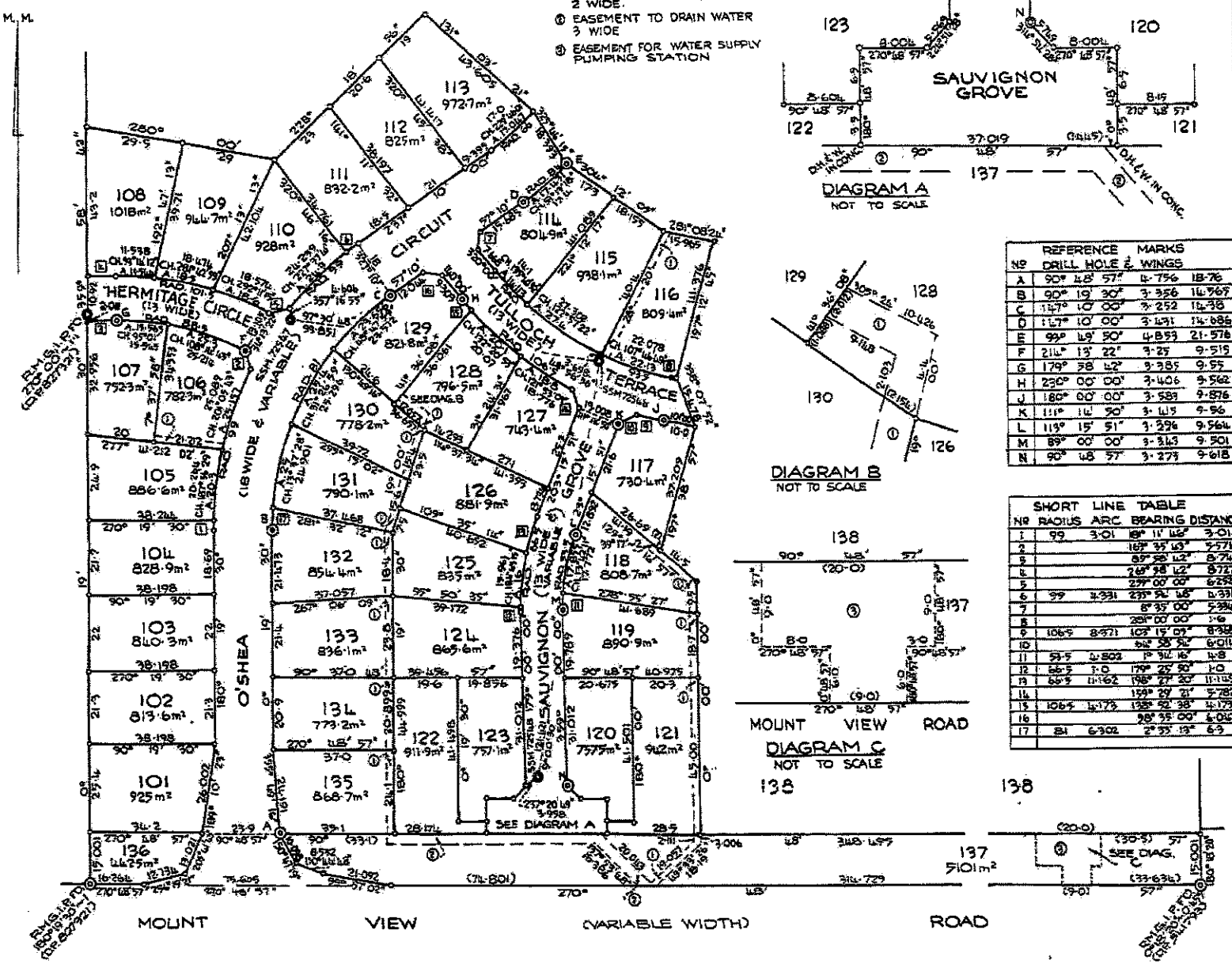
Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 2 sheets covered by my Certificate No. 92/17 dated 25rd June of 1993.

Council Clerk

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

① EASEMENT TO DRAIN WATER 2 WIDE.
② EASEMENT TO DRAIN WATER 3 WIDE
③ EASEMENT FOR WATER SUPPLY PUMPING STATION



REFERENCE MARKS					
Nº	DRILL HOLE & WINGS				
A	90°	48'	57"	4·756	18·76
B	90°	19'	30"	3·356	14·967
C	147°	10'	00"	3·252	14·38
D	147°	10'	00"	3·431	14·686
E	99°	49'	50"	4·859	21·576
F	214°	13'	22"	3·25	9·515
G	179°	38'	42"	3·385	9·55
H	230°	00'	00"	3·406	9·562
J	180°	00'	00"	3·589	9·876
K	111°	14'	50"	3·415	9·56
L	119°	15'	51"	3·296	9·564
M	89°	00'	00"	3·343	9·501
N	90°	48'	57"	3·273	9·618

SHORT LINE TABLE				
Nº	RADIUS	ARC	BEARING	DISTANCE
1	99	3·01	18° 11' 46"	3·01
2			167° 35' 43"	5·571
3			89° 58' 42"	8·74
4			269° 58' 42"	8·727
5			279° 00' 00"	6·292
6	99	4·331	235° 54' 46"	4·331
7			8° 35' 00"	5·384
8			281° 00' 00"	1·6
9	106·5	8·571	103° 15' 09"	8·558
10			94° 58' 54"	6·011
11	59·5	4·802	19° 34' 16"	4·8
12	66·5	1·0	179° 25' 50"	1·0
13	66·5	11·162	198° 27' 30"	11·149
14			159° 29' 21"	5·782
15	106·5	4·173	188° 52' 38"	4·173
16			98° 35' 00"	6·000
17	81	6·302	2° 37' 19"	6·3

Reduction Ratio 1: 500

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: S 14805/1

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

Lengths are in metres

Plan DP 831570

Subdivision of Lot 11 DP827321 covered by Council Clerk's Certificate No. 92/17

Full name and address of proprietors of the land

THE COUNCIL OF THE CITY OF CESSNOCK
North Avenue
CESSNOCK NSW 2325

PART 1

1 Identity of easement firstly referred to in abovementioned plan

Easement to drain water 2 wide

Schedule of lots affected

Lots burdened	Lots benefited
106	107
110	108
118	117
119	117 and 118
121	117,118 and 119
137	117,118,119 and 121
120	120
130	128 and 129
131	128,129 and 130
132	128 to 131 inclusive
133	128 to 132 inclusive
134	128 to 133 inclusive
135	128 to 134 inclusive

2 Identity of easement secondly referred to in abovementioned plan

Easement to drain water 3 wide

Schedule of lots etc. affected

Lot burdened	Lots etc. benefitted
137	128 to 135 inclusive and Cessnock City Council

3 Identity of easement thirdly referred to in abovementioned plan

Easement for water supply pumping station

Schedule of lot etc. affected

Lot burdened	Name of Authority benefited
137	Hunter Water Corporation Limited

REGISTERED 30.6.1993

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

Lengths are in metres

Plan DP831570

Subdivision of Lot 11 DP827321 covered by Council Clerk's Certificate No.92/17

PART 1 continued

4 Identity of restrictions fourthly referred to in abovementioned plan

Restrictions as to User or use of land

Schedule of lots affected

Lots burdened	Lots benefited
All lots from 101 to 135 inclusive	All other lots from 101 to 135 inclusive

PART 2

3 Terms of easement for water supply pumping station thirdly referred to in abovementioned plan

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

No building shall be erected no excavation or filling shall be carried out nor any structures fenced or improvements of any kind placed over or under that part of the land burdened as is affected by the Easement for water supply pumping station delineated in the abovementioned plan except with the prior consent in writing of the Hunter Water Corporation Limited and except in compliance with any conditions which the Hunter Water Corporation Limited may specify in such consent.

The person having the right to release vary or modify this easement is the Hunter Water Corporation Limited its successors or assigns PROVIDED THAT the cost of any variation or modification is borne in all aspects by the party requesting such modifications variation or release.

REGISTERED 30.6.1993

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

Lengths are in metres

Plan DP831570

Subdivision of Lot 11 DP827321 covered by Council Clerk's Certificate No. 92/17

PART 2 - continued

4 Terms of restrictions ~~as to user~~ on use fourthly referred to in abovementioned plan

1 Not more than one (1) main building shall be erected upon any lot burdened and such main building shall only be used for single residential dwelling purposes provided always, that where the Council of the City of Cessnock "Dual Occupancy" or "Duplex" Policy permits the erection of a "Dual Occupancy" or "Duplex" on any lot burdened then such "Dual Occupancy" or "Duplex" may only be erected as an attachment to and as part of such main building erected on such lot and strictly in accordance with the said Council Policy and that in such case any or all references in this instrument to main building shall be deemed to include and refer to any permitted "Dual Occupancy" or "Duplex".

2 No main building shall be erected upon the land hereby burdened unless it shall have minimum area of not less than 121 square metres exclusive of any provision for car accommodation, external landings, patios, verandahs, ~~"Dual Occupancy" or "Duplex"~~.

3 No main building shall be erected or permitted to be erected on any lots burdened other than with external walls constructed of brick, brick veneer, stone, concrete or glass or any combination thereof provided that any feature panelling may be used in conjunction with all of the materials herein referred to provided further that the proportion of feature panelling so used in relation to the total external wall area shall not exceed 25 per centum thereof and also provided that in the case of a two storied building feature panelling may be used in the external walls on the second storey provided that the external walls of the first storey do not consist of feature panelling.

4 No building or structure which has previously been erected upon any other land shall be re-erected or re-constructed on any lot hereby burdened whether as to a building or structure by itself or as part of any other building or structure.

5 No main building or carport shall be erected or be permitted to remain erected on a lot burdened having a roof other than terracotta or concrete tiles, slate, shingles or colourbonded non-reflective non-flat metal material of a dark earth tone or having a roof with a pitch of less than 10 degrees to the horizontal.

6 No structure of a temporary character, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.

7 No sign of any description be it advertisement hoarding or any other type shall be erected on any lot hereby burdened at any time UNLESS such sign has previously received the written approval of Council of the City of Cessnock.

REGISTERED 30.6.1993

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

Lengths are in metres

Plan DP831570

Subdivision of Lot 11 DP827321 covered by Council Clerk's Certificate No.92/17

PART 2 - continued

8 No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or structure and with the prior approval of the Council of the City of Cessnock. No lot shall be permitted to be, appear, or remain in an excavated or quarried state.

9 No trees shall be removed from any lot burdened without the prior written approval of the Council of the City of Cessnock.

10 With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened no motor truck, lorry or semi-trailer with a load carrying capacity of exceeding two (2) tonnes shall be parked or permitted to remain on any lot burdened.

11 **No fence will be permitted between the building line and the front boundary.**

12 That for the benefit of any adjoining land owned by the vendor, but only during the ownership thereof by the vendor, its successors and assigns other than purchasers on sale, no fence shall be erected on the land hereby burdened, to divide the same from such adjoining land without the consent of the vendor, but such consent shall not be withheld if such fence is erected without expense to the vendor and in favour of any person dealing with the purchasers, such consent shall be deemed to have been given in respect of every such fence for the time being erected.

13 That no outbuildings shall be constructed of materials other than of a non-reflective nature to the satisfaction of the Council of the City of Cessnock and to be of earth-tone colours considered by such Council to be sympathetic with the surrounding environment.

14 No run off water from any building impervious surface or other material or structure laid or constructed on any lot burdened shall be permitted to run outside the boundaries of that lot except into or through the inter-allotment drainage system within the easement for drainage shown on the Plan of Subdivision creating the said lot or to a gutter or stormwater pipeline in the street or to a Public Reserve.

15 No fence over 1 metre in height of construction or type other than brick, brushwood, lapped and capped or treated timber shall be erected within the Council's fixed building alignment or on the boundary of any land for the particular lot burdened.

16 **No bird aviaries or poultry or grazing animals may be kept upon the land burdened.**

17 No person or Corporation shall own (without the consent of the Council of the City of Cessnock) more than one lot within the subdivision.

REGISTERED 30.6.1997

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

Lengths are in metres

Plan DP831570

Subdivision of Lot 11 DP827321 covered by Council Clerk's Certificate No. 92/17

PART 2 - continued

18 The Council of the City of Cessnock is committed to establishing the land in the Plan as part of a high quality prestige residential subdivision and to maintaining an aesthetic and attractive appearance for all buildings and other improvements erected upon the land for the advantage of the proprietors of all lots having the benefit of the restrictions hereby created and for that purpose the said Council shall (at the expense of the applicant) expeditiously, diligently and with due regard and concern for the financial means of such applicant review each application to release, vary or modify any restrictive covenant created hereby.

Name of person empowered to release, vary or modify Restrictions as to User: The Council of the City of Cessnock provided that any such release, variation or modification if consented to shall be at the cost and expense of the person or persons requesting such consent.

MAYOR

GENERAL MANAGER

The common seal of THE COUNCIL OF THE CITY OF CESSNOCK was hereto affixed this 23rd day of June 1993 under delegated authority minute number 612 in pursuance of a resolution of Council passed on the 18th day of November, 1992.

REGISTERED 30.6.1993

PLAN FORM 2

Plan Drawing only to appear in this space

*OFFICE USE ONLY

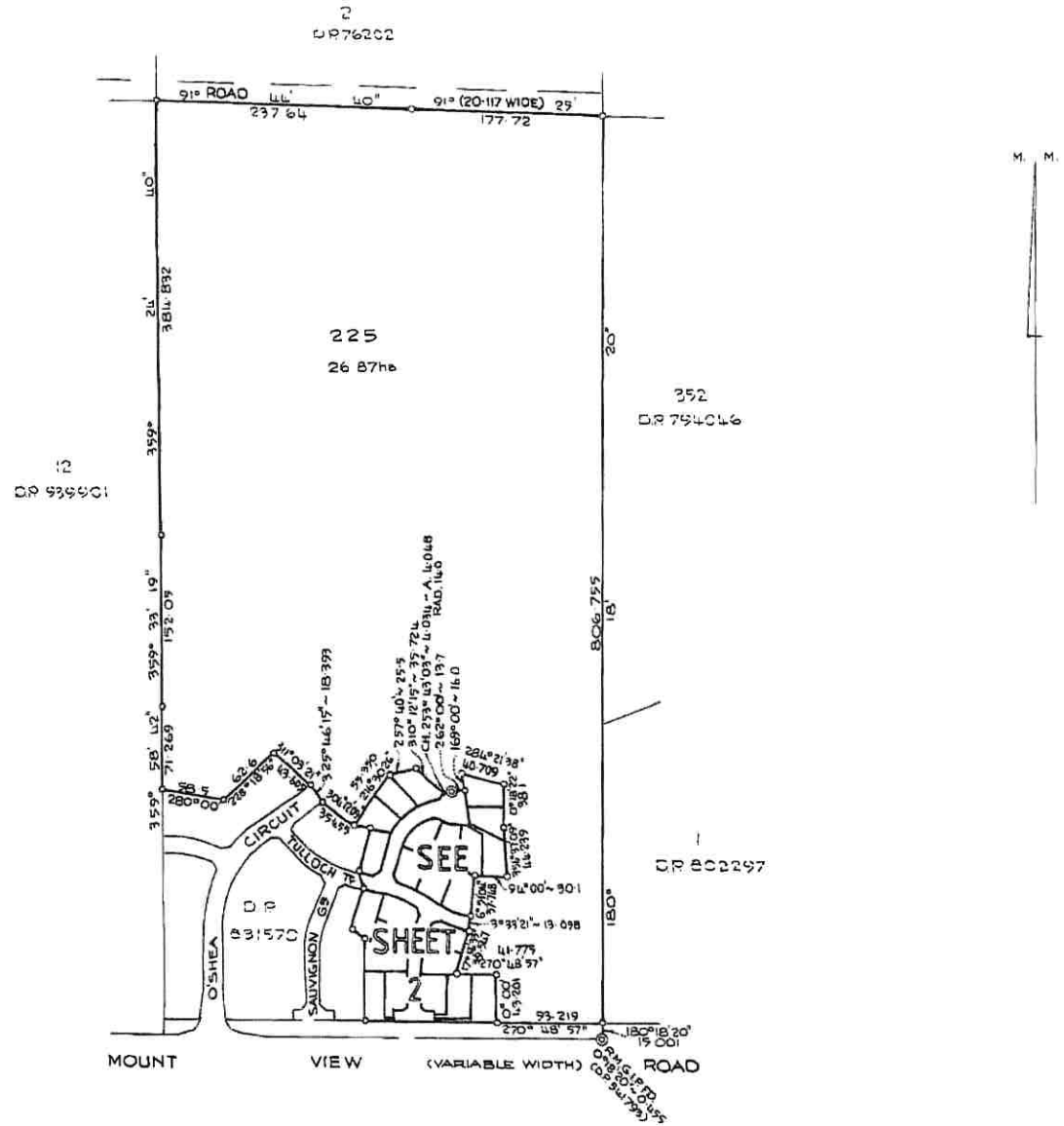
DP 855326

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

THE COMMON SEAL OF THE CESSNOCK CITY COUNCIL WAS HERETO AFFIXED THIS 22nd DAY OF NOVEMBER 1995

MAYOR COUNCILLOR

GENERAL MANAGER



Registered: MB 14.12.1995

CA: No 5/94 OF 22.11.1995

Title System: TORRENS

Purpose: SUBDIVISION

Ref Map: U2765-8

Last Plan: D.P. 831570

PLAN OF
SUBDIVISION OF LOT 138 D.P. 831570 AND EASEMENTS OVER LOT 137 D.P. 831570

Lengths are in metres. Reduction Ratio 1:3000

LGA: CESSNOCK CITY

Locality: CESSNOCK

Parish: POKOLBIN

County: NORTHUMBERLAND

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

DARCY C. McELWEE

DARCY McELWEE & ASSOCIATES
PO BOX 5116 NEWCASTLE WEST

a surveyor registered under the Surveyors Act 1928, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Survey Practice Regulation 1990 and was completed on 1st SEPTEMBER 1995

(Signature)

Surveyor registered under the Surveyors Act 1928

AZIMUTH X-Y

Plans used in preparation of survey/compilation
D.P. 831570

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

IT IS INTENDED
(A) TO DEDICATE THE EXTENSION OF TULLOCH TERRACE, SEMILLON GROVE AND SHIRAZ GROVE TO THE PUBLIC AS ROAD.
(B) TO CREATE PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919
① EASEMENT TO DRAIN WATER 2 WIDE.
② EASEMENT TO DRAIN WATER 3 WIDE.
③ EASEMENT TO DRAIN WATER 1·5 WIDE.
④ EASEMENT FOR UNDERGROUND ELECTRICITY CABLES 1·2 WIDE
⑤ RESTRICTIONS ON USE OF LAND

Crown Lands Office Approval

PLAN APPROVED ..... Authorised Officer

Land District .....

Paper No .....

Field Book ..... pages .....

Council's Certificate

I hereby certify that –

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

*(b) the requirements of ~~1 Part 3 Division 3 of the Water Board Act 1987, and~~ Part 5 Division 1 of the Hunter Water Board (Corporatisation) Act 1991

have been complied with by the applicant in relation to the proposed SUBDIVISION (insert "new road", "subdivision" or "consolidated lot") set out herein

Subdivision No 5/94

Date 22 NOVEMBER 1995

(Signature) General Manager/~~Authorised Person~~

Council File No 150/594/5

*This part of the certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Water Board and the Hunter Water Corporation Ltd.

† Delete if inapplicable

SURVEYOR'S REFERENCE: A.15790 – CHECK LIST

M.P.D

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

* OFFICE USE ONLY

DP 855326

Registered: MB 14.12.1995

This is sheet 2 of my plan in 2 sheets dated

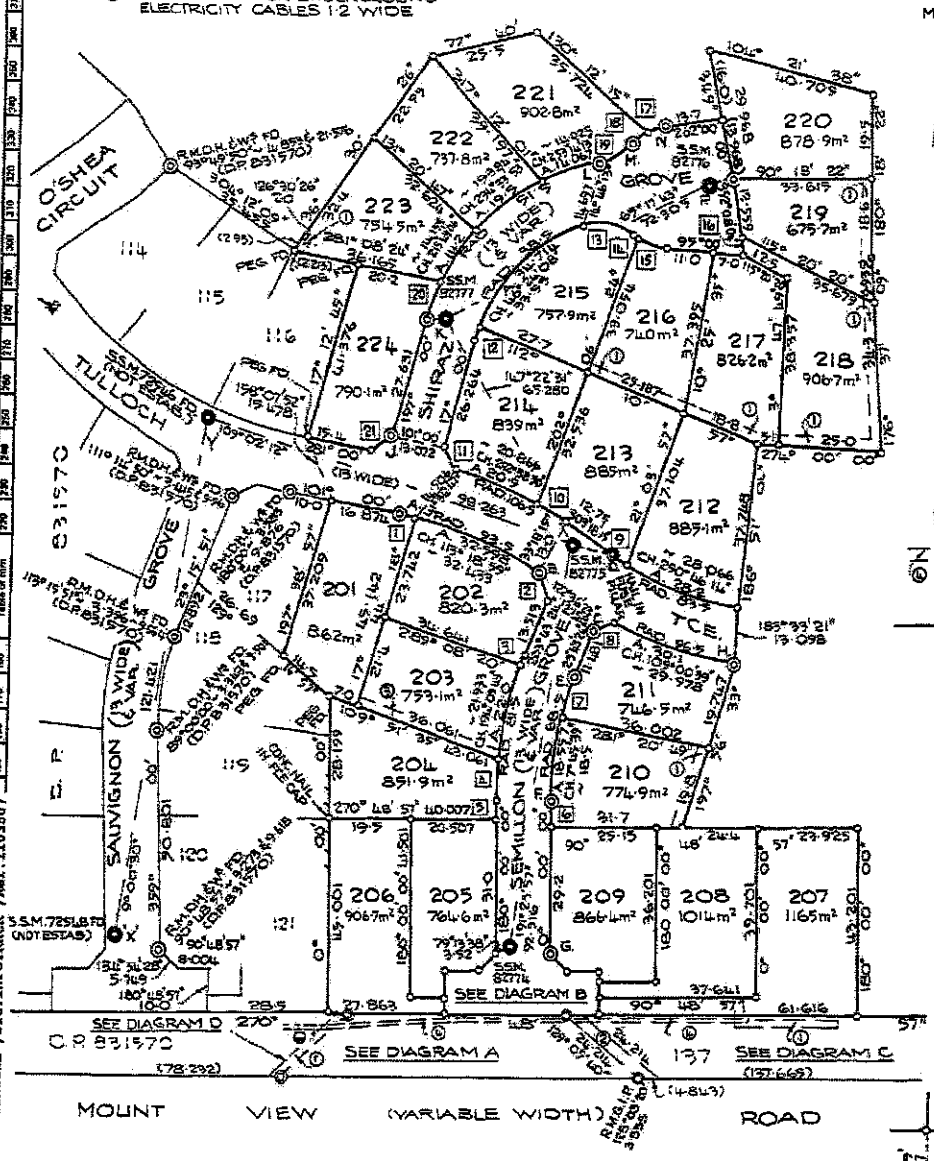
Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 2 sheets covered by my Certificate No. 5/94 22 November of 1995

General Manager
Council Clerk

For use when space is insufficient in any panel on Plan Form 2.

① EASEMENT TO DRAIN WATER 2 WIDE.
② EASEMENT TO DRAIN WATER 3 WIDE.
③ EASEMENT TO DRAIN WATER 1·5 WIDE.
④ EASEMENT FOR UNDERGROUND ELECTRICITY CABLES 1·2 WIDE



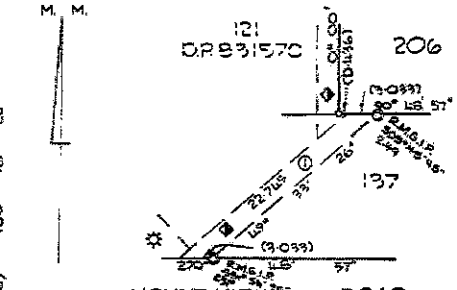


DIAGRAM D
NOT TO SCALE

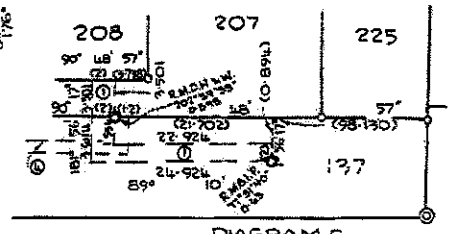


DIAGRAM C
NOT TO SCALE

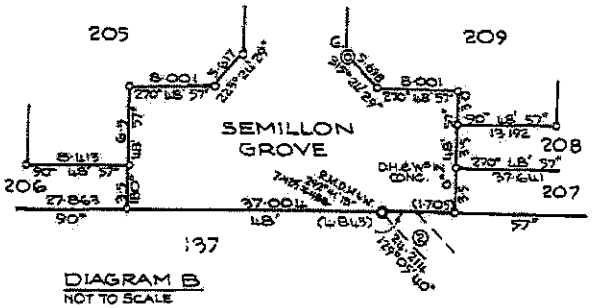


DIAGRAM B
NOT TO SCALE

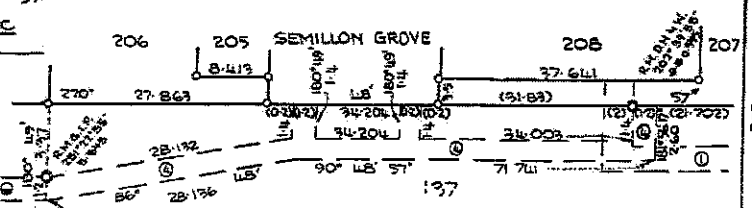


DIAGRAM A
NOT TO SCALE

REFERENCE MARKS & CONNECTIONS			
Nº	BEARING	DISTANCE	REMARKS
A	189° 26'	3·375	D.H. & W.
B	213° 15' 19"	9·276 ~ 9·585	D.H. & W.
C	122° 36' 29"	3·29 ~ 9·668	D.H. & W.
D	89° 18'	6·116	SSM 82775
E	113° 43' 24"	3·38 ~ 9·445	D.H. & W.
F	90° 00'	3·385 ~ 9·468	D.H. & W.
G	90° 48' 57"	3·475 ~ 9·542	D.H. & W.
H	183° 38' 21"	3·458 ~ 9·613	D.H. & W.
J	281° 00'	3·377 ~ 9·655	D.H. & W.
K	287° 00'	3·42 ~ 9·52	D.H. & W.
*	256° 08' 38"	4·112	SSM.82777
L	114° 46' 13"	3·78 ~ 10·715	D.H. & W.
M	356° 15' 56"	4·102	D.H. & W.
N	358° 30'	3·505 ~ 24·335	D.H. & W.
P	74° 41' 10"	3·949	SSM.82776

SHORT LINE TABLE				
Nº	RADIUS	ARC	BEARING	DISTANCE
1	93·5	3·8	102° 09' 52"	3·8
2			180° 31' 14"	6·613
3	81·5	2·741	202° 49' 36"	2·741
4	81·5	9·005	183° 08' 57"	9·0
5			180° 00' 00"	5·153
6			0° 00' 00"	7·138
7	68·5	9·806	19° 37' 21"	9·798
8			71° 22' 15"	5·419
9	83·5	4·166	301° 52' 30"	4·166
10	106·5	9·399	300° 47' 12"	9·396
11			333° 21' 03"	5·795
12	38·5	2·4	18° 47' 09"	2·4
13	14·0	13·749	100° 22' 09"	13·203
14	14·0	1·0	126° 27' 21"	1·0
15	14·0	7·186	109° 12' 17"	7·107
16			352° 08' 02"	4·185
17	14·0	4·048	253° 43' 03"	4·034
18	14·0	5·23	234° 43' 56"	5·2
19	14·0	9·049	242° 32' 44"	8·892
20	51·5	9·815	202° 27' 35"	9·8
21			239° 00' 00"	5·978

REF. MARKS AMENDED IN L.T.O. AT SURVEYORS REQUEST - VIDE 2591 - 24.1.1996

PLAN AMENDED IN L.T.O. AT SURVEYORS REQUEST.

Reduction Ratio 1: 800

Plan Drawing only to appear in this space

SURVEYORS REFERENCE A 19790

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE CREATED UNDER SECTION 88B CONVEYANCING ACT 1919

Lengths are in metres

Plan

DP 855326

Subdivision of Lot 138 DP831570 and easements over Lot 137 DP831570 covered by Council's Certificate No.5/94

Name and address of proprietor of the land:

THE COUNCIL OF THE CITY OF CESSNOCK
North Avenue,
CESSNOCK NSW 2325

PART 1

1 Identity of easement firstly referred to in abovementioned plan:

Easement to drain water 2 wide.

Schedule of lots affected:

Lots burdened	Lots benefited
137 DP831570	206, 207 & 208
207	208
210	211
216	215
217	215 & 216
218	215, 216, 217, 219 & 220
219	220
223	225

2 Identity of easement secondly referred to in abovementioned plan:

Easement to drain water 3 wide.

Schedule of lots etc. affected:

Lot burdened	Authority benefited
137 DP831570	Cessnock City Council

3 Identity of easement thirdly referred to in abovementioned plan:

Easement to drain water 1.5 wide.

Schedule of lots affected:

Lot burdened	Lot benefited
203	201

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

Lengths are in metres

Plan 855326

Subdivision of Lot 138 DP831570 and easements over Lot 137 DP831570 covered by Council's Certificate No. 5/94.

PART 1 - continued

4 Identity of easement fourthly referred to in abovementioned plan: — Easement for underground electricity cables 1.2 wide.

Schedule of lots etc. affected:

Lot burdened	Authority benefited
137 DP831570	Shortland Electricity

5 Identity of restriction fifthly referred to in abovementioned plan: — Restrictions on use of land.

Schedule of lots affected:

Lots burdened	Lots benefited
All lots from 201 to 224 inclusive.	All other lots from 201 to 224 inclusive.

PART 2

4 Terms of easement fourthly referred to in abovementioned plan:

Reserving to and in favour of Shortland Electricity for the purpose of enabling the supply of electricity full right and liberty:

(a) To lay and maintain cables and connections underground beneath the surface of that part of the land delineated in the plan and therein referred to as "Easement for Underground Cables".

(b) For the purpose aforesaid for the said Shortland Electricity 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 repass over the same for all purposes whatsoever connected with the rights created by Paragraph (a) hereof.

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

Lengths are in metres

Plan 855326

Subdivision of Lot 138 DP831570 and easements over Lot 137 DP831570 covered by Council's Certificate No.5/94

PART 2 · continued

5 Terms of restrictions on use fifthly referred to in abovementioned plan:

1 Not more than one (1) main building shall be erected upon any lot burdened and such main building shall only be used for single residential dwelling purposes provided always that where the Council of the City of Cessnock "Dual Occupancy" or "Duplex" Policy permits the erection of a "Dual Occupancy" or "Duplex" on any lot burdened then such "Dual Occupancy" or "Duplex" may only be erected as an attachment to and as part of such main building erected on such lot and strictly in accordance with the said Council Policy and that in such case any or all references in this instrument to main building shall be deemed to include and refer to any permitted "Dual Occupancy" or "Duplex".

2 No main building shall be erected upon the land hereby burdened unless it shall have minimum area of not less than 121 square metres exclusive of any provision for car accommodation, external landings and patios or verandahs.

3 No main building shall be erected or permitted to be erected on any lots burdened other than with external walls constructed of brick, brick veneer, stone, concrete or glass or any combination thereof, provided that any feature panelling may be used in conjunction with all of the materials herein referred to provided further that the proportion of feature panelling so used in relation to the total external wall area shall not exceed 25 per centum thereof and also provided that in the case of a two-storied building feature panelling may be used in the external walls on the second storey provided that the external walls of the first storey do not consist of feature panelling.

4 No building or structure which has previously been erected upon any other land shall be re-erected or re-constructed on any lot hereby burdened whether as to a building or structure by itself or as part of any other building or structure.

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

Lengths are in metres

Plan 855326

Subdivision of Lot 138 DP831570 and easements over Lot 137 DP831570 covered by Council's Certificate No. 5/94

PART 2 - continued

5 No main building or carport shall be erected or be permitted to remain erected on a lot burdened having a roof other than terracotta or concrete tiles, slate, shingles or colourbonded non-reflective non-flat metal material of a dark earth tone or having a roof with a pitch of less than 10 degrees to the horizontal.

6 No structure of a temporary character, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.

7 No sign of any description be it advertisement hoarding or any other type shall be erected on any lot hereby burdened at any time UNLESS such a sign has previously received the written approval of Council of the City of Cessnock.

8 No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or structure and with the prior approval of the Council of the City of Cessnock. No lot shall be permitted to be, appear, or remain in an excavated or quarried state.

9 No trees shall be removed from any lot burdened without the prior written approval of the Council of the City of Cessnock.

10 With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened no motor truck, lorry or semi-trailer with a load carrying capacity of exceeding two (2) tonnes shall be parked or permitted to remain on any lot burdened.

11 No fence is permitted to be erected or to remain erected on any lot burdened between the building line and the street boundary except for a corner lot which is permitted to erect a fence on one of its street boundaries up to the prolongation of the building line of the other street.

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

Lengths are in metres

Plan 855326

Subdivision of Lot 138 DP831570 and easements over Lot 137 DP831570 covered by Council's Certificate No.5/94

PART 2 - continued

12 No fence shall be permitted to be erected or to remain erected on the boundary of any lot burdened other than constructed of brick, brushwood, lapped and capped timber or pre-coated non-reflective profiled steel panels fitted to top and bottom channels and posts of the same material.

13 That for the benefit of any adjoining land owned by the vendor, but only during the ownership thereof by the vendor, its successors and assigns other than purchasers on sale, no fence shall be erected on the land hereby burdened, to divide the same from such adjoining land without the consent of the vendor, but such consent shall not be withheld if such fence is erected without expense to the vendor and in favour of any person dealing with the purchasers, such consent shall be deemed to have been given in respect of every such fence for the time being erected.

14 That no outbuildings shall be constructed of materials other than of a non-reflective nature to the satisfaction of the Council of the City of Cessnock and to be of earth-tone colours considered by such Council to be sympathetic with the surrounding environment.

15 No run off water from any building impervious surface or other material or structure laid or constructed on any lot burdened shall be permitted to run outside the boundaries of that lot except into or through the inter-allotment drainage system within the easement for drainage shown on the Plan of Subdivision creating the said lot or to a gutter or stormwater pipeline in the street or to a Public Reserve.

16 No birds, poultry or grazing animals may be kept upon the land burdened.

17 No person or Corporation shall own (without the consent of the Council of the City of Cessnock) more than one lot within the subdivision.

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

Lengths are in metres

Plan 855326

Subdivision of Lot 138 DP831570 and easements over Lot 137 DP831570 covered by Council's Certificate No. 5/94

PART 2 - continued

18 The Council of the City of Cessnock is committed to establishing the land in the Plan as part of a high quality prestige residential subdivision and to maintaining an aesthetic and attractive appearance for all buildings and other improvements erected upon the land for the advantage of the proprietors of all lots having the benefit of the restrictions hereby created and for that purpose the said Council shall (at the expense of the applicant) expeditiously, diligently and with due regard and concern for the financial means of such applicant review each application to release, vary or modify any restrictive covenant created hereby.

Name of person empowered to release, vary or modify Restrictions on use:

The Council of the City of Cessnock provided that any such release, variation or modification if consented to shall be at the cost and expense of the person or persons requesting such consent.

The common seal of THE LOCAL GOVERNMENT AREA OF CESSNOCK CITY was hereto affixed this 22nd day of November 1995 ~~under delegated authority~~ minute number in pursuance of a resolution of Council passed on the ~~day of 1995.~~

MAYOR COUNCILLOR

GENERAL MANAGER

REGISTERED MB 14.12.1995

Plan Drawing only to appear in this space

PLAN FORM 2

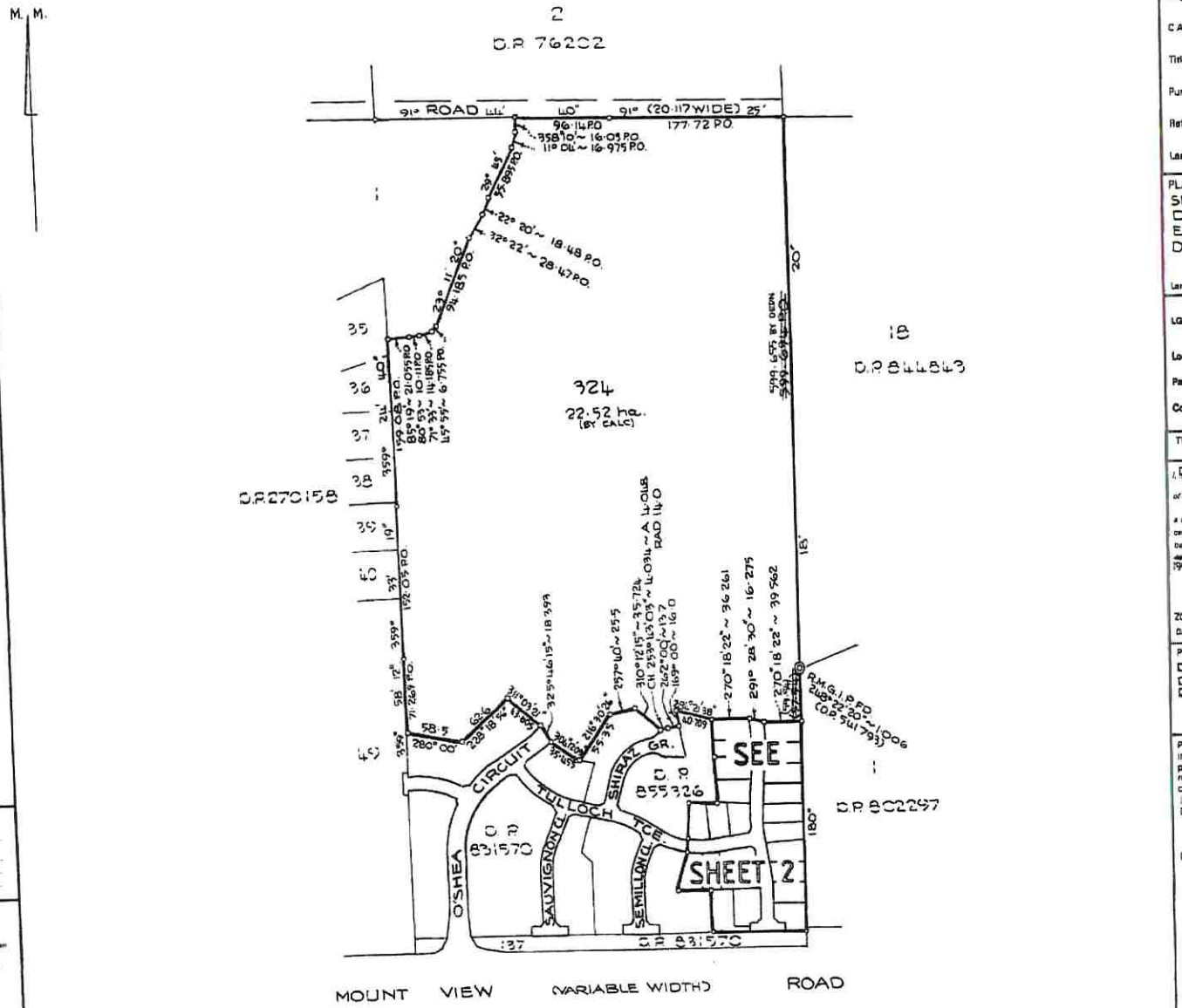
DP1002052

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

THE COMMON SEAL OF THE CESSNOCK CITY COUNCIL WAS HEREUNTO AFFIXED THIS 20TH DAY OF MAY 1999 IN PURSUANCE OF A RESOLUTION OF THE COUNCIL PASSED ON THE 28TH DAY OF APRIL 1999.

MAYOR.

GENERAL MANAGER.



Registered: 25-6-1999

C.A. NO. 5/94 OF 20-5-1999

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U 2765-8*

Last Plan: D.P. 872006

PLAN OF
SUBDIVISION OF LOT 2252 D.P. 872006 AND EASEMENTS OVER LOT 137 D.P. 831570

Lengths are in metres Reduction Ratio 1: 3000

LGA CESSNOCK CITY

Locality: CESSNOCK

Parish: POKOLBIN

County: NORTHUMBERLAND

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

I, DARCY CHARLES McELWEE of McELWEE ASSOCIATES PTY. LTD. P.O. BOX 5116 NEWCASTLE WEST 2302 a surveyor registered under the Surveyors Act 1929, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Survey-Practice Regulation and was completed on 25th MARCH 1999. AS REGARDS LOTS 301-323 ONLY

(Signature)

ZONE: SUBURBAN Surveyor registered under the Surveyors Act 1929

Datum Line Of Azimuth A~B

Plans used in preparation of survey/compilation

D.P. 872006
D.P. 855326
D.P. 831570

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

IT IS INTENDED
(A) TO DEDICATE THE EXTENSION OF TULLOCH TERRACE AND CABERNET GROVE TO THE PUBLIC AS ROAD
(B) TO CREAT PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED.
(1) EASEMENT TO DRAIN WATER 2 WIDE.
(2) EASEMENT TO DRAIN WATER 3 WIDE.
(3) EASEMENT TO DRAIN WATER 3 WIDE AND VARIABLE.
(4) EASEMENT TO DRAIN WATER 1.5 AND 0.5 WIDE.
(5) EASEMENT FOR ELECTRICITY SUBSTATION 2.5 WIDE.
(6) RESTRICTIONS ON THE USE OF LAND.

PLAN AMENDED IN L.T.O. AT SURVEYOR'S REQUEST

Crown Lands Office Approval

I/We APPROVED ..... Authorised Officer

Land District .....

Paper No. .....

Field Book ..... pages .....

Council's Certificate

I/We hereby certify that -

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

(b) the requirements of ~~a Public Drainage Authority under Public Health Act 1902~~ Part 5 Division 7 of the Hunter Water Board (Corporatisation) Act 1991

have been complied with by the applicant in relation to the proposed SUBDIVISION and that "new road", "subdivision" or "consolidated lot" set out herein

Subdivision No. 5/94

Dated MAY 20, 1999

Signature General Manager ~~Authorised Person~~

Council File No. 150/594/5

*This part of the certificate to be deleted where the application is for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Hunter Water Board and the Hunter Water Corporation Ltd.

† Delete if inapplicable

SURVEYOR'S REFERENCE: A. 16307- CHECK LIST

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

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SURVEYOR'S REFERENCE: A 16307

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1002052

Registered: 25-6-1999

This is sheet 2 of my plan in 2 sheets dated 25th MARCH 1999

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 2 sheets covered by my Certificate No. 150/596/5 of May 20, 1999

General Manager/Authorised Person

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

M. M

(1) EASEMENT TO DRAIN WATER 2 WIDE.
(2) EASEMENT TO DRAIN WATER 3 WIDE.
(3) EASEMENT TO DRAIN WATER 3 WIDE AND VARIABLE.
(4) EASEMENT TO DRAIN WATER 1·5 AND 0·5 WIDE.
(5) EASEMENT FOR ELECTRICITY SUBSTATION 2·5 WIDE.

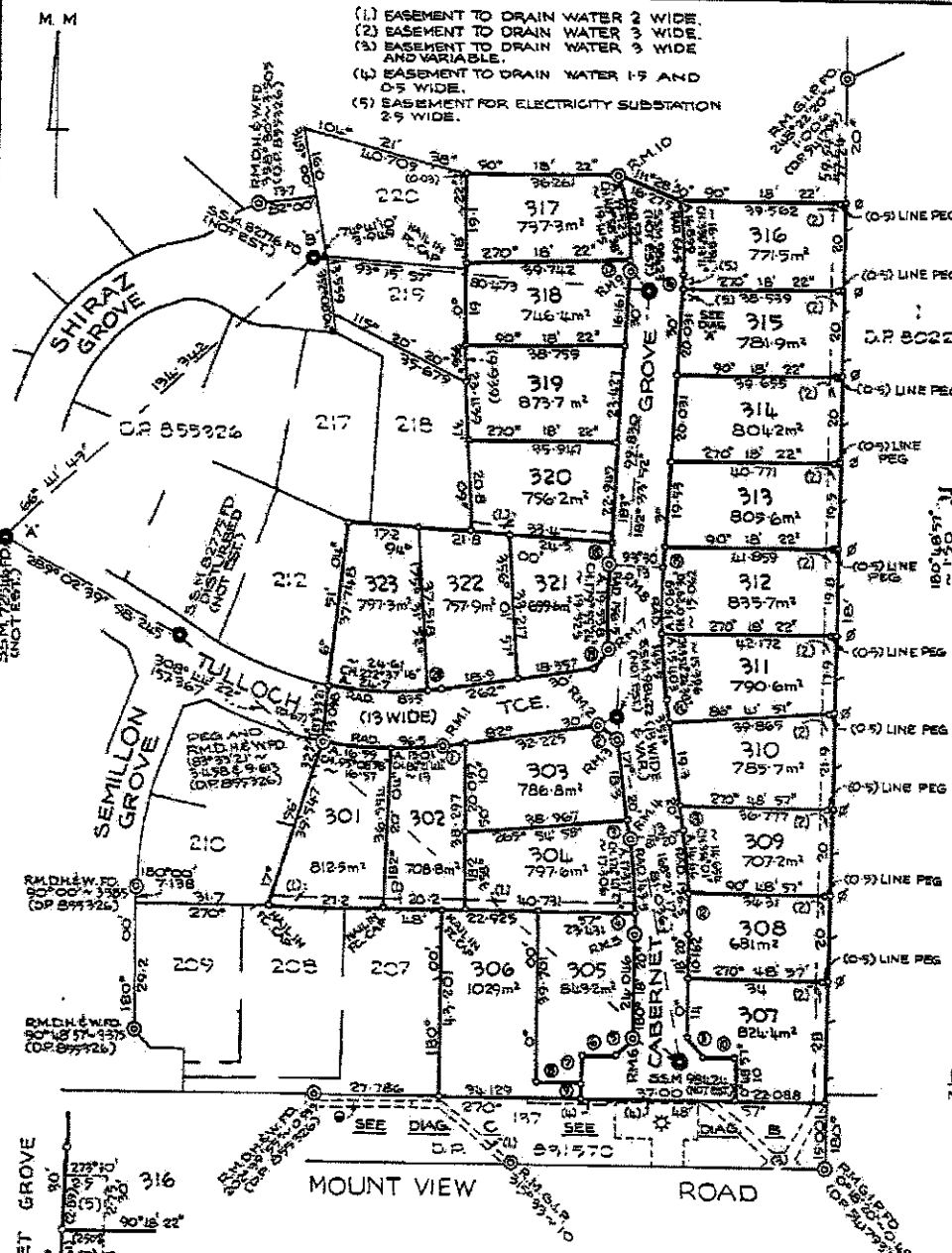


DIAGRAM A
NOT TO SCALE

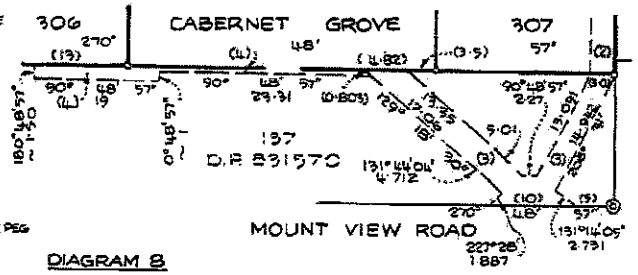


DIAGRAM B
NOT TO SCALE

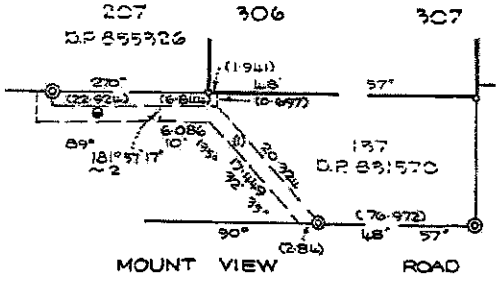


DIAGRAM C
NOT TO SCALE

SHORT LINE TABLE

REF.	BEARING	DISTANCE	ARC	RADIUS
1	82° 30'	5·0		
2	126° 55'	5·715		
3	171° 20'	4·366		
4	179° 16' 35"	5·154	5·154	143·5
5	225° 33' 38"	9·632		
6	270° 48' 57"	8·0		
7	180° 48' 57"	6·5		
8	270° 48' 57"	11·254		
9	180° 48' 57"	3·5		
10	270° 48' 57"	8·0		
11	315° 33' 38"	5·682		
12	358° 30' 10"	9·846	9·848	156·5
13	351° 20'	5·523		
14	351° 20'	5·198		
15	9° 30'	4·746		
16	9° 30'	3·194		
17	181° 57' 56"	2·865	2·865	99·5
18	183° 30'	5·0		
19	219° 02' 22"	5·815		
20	263° 19' 24"	2·4	2·4	83·5

SCHEDULE OF REFERENCE MARKS

REF.	BEARING	DISTANCE	DESCRIPTION
1.	172° 30'	3·405 & 9·522	D.H.& W.P.
2.	246° 25' 44"	5·234	S.S.M. 98422
3.	183° 45' 30"	5·282	S.S.M. 98422
4.	261° 20'	3·405 & 9·522	D.H.& W.P.
5.	270° 18' 20"	3·41 & 9·51	D.H.& W.P.
6.	291° 04'	12·885	S.S.M. 98422
7.	254° 01' 30"	3·445 & 9·73	D.H.& W.P.
8.	273° 30'	3·405 & 9·504	D.H.& W.P.
9.	310° 15' 52"	4·29	S.S.M. 98423
10.	291° 28' 30"	4·4 & 12·092	D.H.& W.P.

Reduction Ratio 1: 800

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: A 16307

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

Lengths are in metres

DP1002052

Subdivision of Lot 2252 DP 872006 and easements over Lot 137 DP 831570 covered by Council's Certificate No. 150/594/5

Name and address of proprietor of the land:

THE COUNCIL OF THE CITY OF CESSNOCK
North Avenue
CESSNOCK NSW 2325

PART 1

1 Identity of easement firstly referred to in abovementioned plan: Easement to drain water 2 wide.

Schedule of lots affected:

Lots burdened	Lots benefited
301	210 & 211 DP 855326
302	301 and 210 & 211 DP 855326
304	301, 302 and 210 & 211 DP 855326
320	215 to 220 inclusive DP 855326
Lot ~~317~~ 137 DP831570	Lots 207 & 208 DP~~831570~~ 855326

2 Identity of easement secondly referred to in abovementioned plan: Easement to drain water 3 wide.

Schedule of lots affected:

Lot burdened	Lots benefited
307	308 to 316 inclusive and 324
308	309 to 316 inclusive and 324
309	310 to 316 inclusive and 324
310	311 to 316 inclusive and 324
311	312 to 316 inclusive and 324
312	313 to 316 inclusive and 324
313	314 to 316 inclusive and 324
314	315, 316 and 324
315	316 and 324
316	324

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

Lengths are in metres

Plan:

DP1002052

Subdivision of Lot 2252 DP 872906 and easements over Lot 137 DP 831570 covered by Council's Certificate No. 150/594/5

PART 1 - cont'd

3 Identity of easement thirdly referred to in abovementioned plan: **Easement to drain water 3 wide and variable.**

Schedule of lots etc. affected:

Lot burdened	Lots and Authority benefited
Lot 137 DP 831570	307 to 316 inclusive, 324 and Cessnock City Council

4 Identity of easement fourthly referred to in abovementioned plan: **Easement to drain water 1.5 and 0.5 wide.**

Schedule of lots etc. affected:

Lot burdened	Lot and Authority benefited
Lot 137 DP831570	306 and Cessnock City Council

5 Identity of easement fifthly referred to in abovementioned plan: **Easement for electricity substation 2.5 wide.**

Schedule of lots etc. affected:

Lot burdened	Authority benefited
315	Energy Australia
316	Energy Australia

6 Identity of restrictions sixthly referred to in abovementioned plan: **Restrictions on use of land.**

Schedule of lots affected:

Lots burdened	Lots benefited
All lots from 301 to 323 inclusive	All other lots from 301 to 323 inclusive

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

Lengths are in metres

Plan:

DP1002052

Subdivision of Lot 2252 DP 872006 and easements over Lot 137 DP 831570 covered by Council's Certificate No. 150/594/5

PART 2

1 Terms of easement firstly referred to in abovementioned plan

The party whose consent is required to release, vary, or modify this easement is Cessnock City Council.

2 Terms of easement secondly referred to in abovementioned plan:

The party whose consent is required to release, vary, or modify this easement is Cessnock City Council.

3 Terms of easement thirdly referred to in abovementioned plan:

The party whose consent is required to release, vary, or modify this easement is Cessnock City Council.

4 Terms of easement fourthly referred to in abovementioned plan:

The party whose consent is required to release, vary or modify this easement is Cessnock City Council.

5 Terms of easement fifthly referred to in abovementioned plan:

Reserving to and in favour of Energy Australia 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 therein referred to as "Easement for Electricity Substation".

b For the purpose aforesaid for the said Energy Australia 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 repass over the same for all purposes whatsoever connected with the rights created by Paragraph (a) hereof.

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

Lengths are in metres

Plan:

DP1002052

Subdivision of Lot 2252 DP 872006 and easements over Lot 137 DP 831570 covered by Council's Certificate No. 150/594/5

PART 2 - cont'd

6 Terms of restrictions on use sixthly referred to in abovementioned plan:

1 Not more than one (1) main building shall be erected upon any lot burdened and such main building shall only be used for single residential dwelling purposes provided always that where the Council of the City of Cessnock "Dual Occupancy" or "Duplex" Policy permits the erection of any lot burdened then such "Dual Occupancy" or "Duplex" may only be erected as an attachment to and as part of such main building erected on such lot and strictly in accordance with the said Council Policy and that in such case any or all references in this instrument to main building shall be deemed to include and refer to any permitted "Dual Occupancy" or "Duplex".

2 No main building shall be erected upon the land hereby burdened unless it shall have minimum area of not less than 121 square metres exclusive of any provision for car accommodation, external landings and patios or verandahs.

3 No main building shall be erected or permitted to be erected on any lots burdened other than with external walls constructed of brick, brick veneer, stone, concrete or glass or any combination thereof, provided that any feature panelling may be used in conjunction with all of the materials herein referred to provided further that the proportion of feature panelling so used in relation to the total external wall area shall not exceed 25 per centum thereof and also provided that in the case of a two-storied building feature panelling may be used in the external walls on the second storey provided that the external walls of the first storey do not consist of feature panelling.

4 No building or structure which has previously been erected upon any other land shall be re-erected or re-constructed on any lot hereby burdened whether as to a building or structure by itself or as part of any other building or structure.

5 No main building or carport shall be erected or be permitted to remain erected on a lot burdened having a roof other than terracotta or concrete tiles, slate, shingles or colourbonded non-reflective non-flat metal material of a dark earth tone or having a roof with a pitch of less than 10 degrees to the horizontal.

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

Lengths are in metres

Plan.

DP1002052

Subdivision of Lot 2252 DP 872006 and easements over Lot 137 DP 831570 covered by Council's Certificate No. 150/594/5

PART 2 - cont'd

6 No structure of a temporary character, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.

7 No sign of any description be it advertisement hoarding or any other type shall be erected on any lot hereby burdened at any time UNLESS such a sign has previously received the written approval of Council of the City of Cessnock.

8 No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or structure and with the prior approval of the Council of the City of Cessnock. No lot shall be permitted to be, appear, or remain in an excavated or quarried state.

9 No trees shall be removed from any lot burdened without the prior written approval of the Council of the City of Cessnock.

10- With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened no motor truck, lorry or semi-trailer with a load carrying capacity of exceeding two (2) tonnes shall be parked or permitted to remain on any lot burdened.

11 No fence is permitted to be erected or to remain erected on any lot burdened between the building line and the street boundary except for a corner lot which is permitted to erect a fence on one of its street boundaries up to the prolongation of the building line of the other street.

12 No fence shall be permitted to be erected or to remain erected on the boundary of any lot burdened other than constructed of brick, brushwood, lapped and capped timber or pre-coated non-reflective profiled steel panels fitted to top and bottom channels and posts of the same material.

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

Lengths are in metres

Plan:

DP1002052

Subdivision of Lot 2252 DP 872006 and easements over Lot 137 DP 831570 covered by Council's Certificate No. 160/594/5

PART 2 cont'd

13 That for the benefit of any adjoining land owned by the vendor, but only during the ownership thereof by the vendor, its successors and assigns other than purchasers on sale, no fence shall be erected on the land hereby burdened, to divide the same from such adjoining land without the consent of the vendor, but such consent shall not be withheld if such fence is erected without expense to the vendor and in favour of any person dealing with the purchasers, such consent shall be deemed to have been given in respect of every such fence for the time being erected.

14 That no outbuildings shall be constructed of materials other than of a non-reflective nature to the satisfaction of the Council of the City of Cessnock and to be of earth-tone colours considered by such Council to be sympathetic with the surrounding environment.

15 No run-off water from any building impervious surface or other material or structure laid or constructed on any lot burdened shall be permitted to run outside the boundaries of that lot except into or through the inter-allotment drainage system within the easement for drainage shown on the Plan of Subdivision creating the said lot or to a gutter or stormwater pipeline in the street or to a Public Reserve.

16 No birds, poultry or grazing animals may be kept upon the land burdened.

17 No person or Corporation shall own (without the consent of the Council of the City of Cessnock) more than one lot within the subdivision.

18 The Council of the City of Cessnock is committed to establishing the land in the Plan as part of a high quality prestige residential subdivision and to maintaining in aesthetic and attractive appearance for all buildings and other improvements erected upon the land for the advantage of the proprietors of all lots having the benefit of the restrictions hereby created and for that purpose the said Council shall (at the expense of the applicant) expeditiously, diligently and with due regard the concern for the financial means of such applicant review each application to release, vary, or modify any restrictive covenant created hereby.

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

Lengths are in metres

Plan:

DP1002052

Subdivision of Lot 2252 DP 872006 and easements over Lot 137 DP 831570 covered by Council's Certificate No 150/594/5

PART 2 - cont'd

The party whose consent is required to release, vary, or modify these Restrictions on use is the Council of the City of Cessnock provided that any such release, variation or modification if consented to shall be at the cost and expense of the person or persons requesting such consent.

The common seal of THE ~~LOCAL GOVERNMENT AREA OF CESSNOCK CITY~~ CESSNOCK CITY COUNCIL was hereto affixed this...20TH....day of...MAY..... 1999 ~~under delegated authority minute number.....~~ in pursuance of a resolution of Council passed on the.....28TH.....day of APRIL..... 1999

MAYOR.

GENERAL MANAGER

REGISTERED MB 25.6.1999

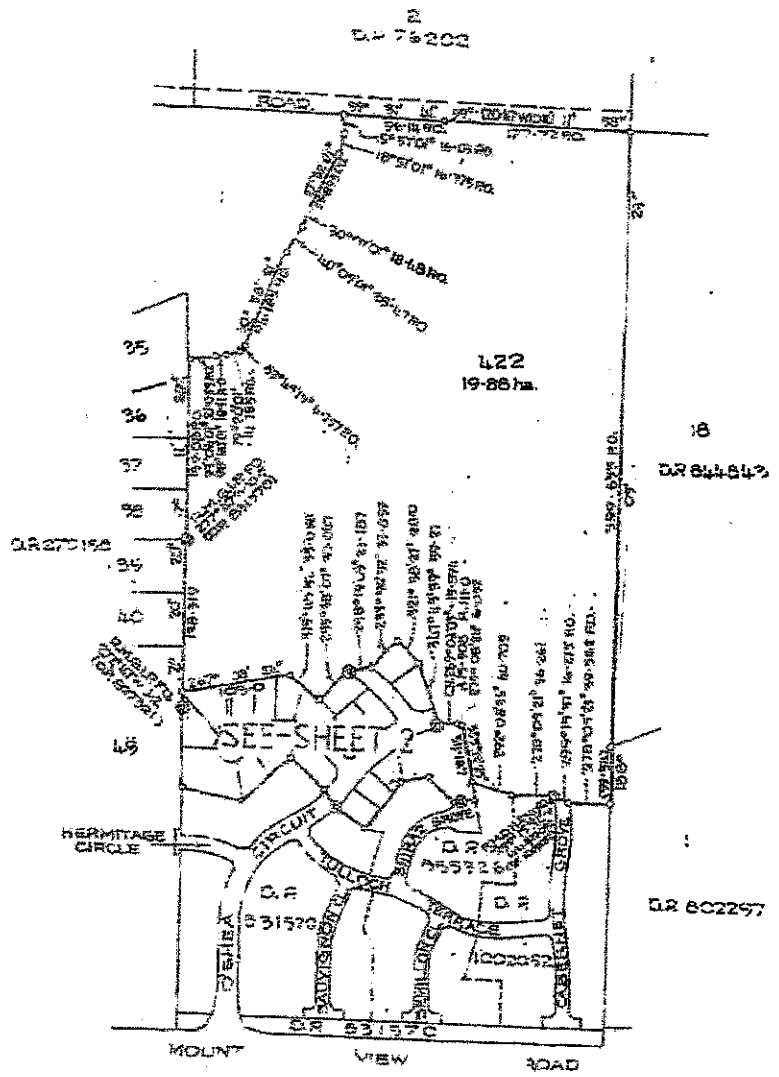
PLAN FORM 2

Plan Drawing only to appear in this space

THE COMMON SEAL OF THE CESSNOCK CITY COUNCIL WAS HERETO AFFIXED THIS 30th DAY OF May 2001, IN PURSUANCE OF A RESOLUTION OF COUNCIL PASSED ON THE 22nd DAY OF May 2001.

MAYOR

GENERAL MANAGER



DP1031072

Registered: CL 11.1.2001

LGA: SEE CERTIFICATE

Title System: TORRENS

Purpose: SUBDIVISION

PNA Map: 137-146-3

Last Plan: DP1002052

PLAN OF SUBDIVISION OF LOT 321 D.P 1002052

Lengths are in metres. Reduction Ratio 1:3000

LGA: CESSNOCK CITY

Locality: CESSNOCK

Parish: POKOLBIN

County: NORTHUMBERLAND

This is sheet 1 of my plan in 2 sheets

Surveyor (Practice Regulation 1998)

I, DARRYL RHODES, HEREBY CERTIFY I AM A REGISTERED SURVEYOR OF MCKENNEY ASSOCIATES PTY LTD, A REGISTERED PLANNING & SURVEYING FIRM IN NEWCASTLE. I HEREBY CERTIFY THAT I HAVE CARRIED OUT A SURVEY IN ACCORDANCE WITH THE SURVEYING REGULATION 1998 AND THAT THE SURVEY WHICH IS SHOWN IN THIS PLAN IS ACCURATE, HAS BEEN CARRIED OUT IN ACCORDANCE WITH THE SURVEYING REGULATION 1998 AND THE SURVEY WHICH IS SHOWN IN THIS PLAN IS ACCURATE.

Signature: Date: 14th DECEMBER 2000

Plans used in preparation of survey/compilation

D.P 831570
D.P 844843
D.P 1002052

Notations

IT IS INTENDED
(A) TO DEDICATE
(1) THE EXTENSION OF DEBRA CIRCUIT AND WINDSOR RIDGE TO THE PUBLIC AS ROAD
(2) THE PATHWAY TO THE PUBLIC
(3) LOT 401 AS PUBLIC RESERVE.
(B) TO CREATE PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED
(1) EASEMENT TO DRAIN WATER 2 WIDE.
(2) EASEMENT TO DRAIN WATER VARIABLE WIDTH.
(3) RESTRICTIONS ON USE OF LAND.

Council Land Office Approval

Plan approved

Authorised Officer

Area Officer

Folio No.

Total Lots ..... people

Subdivision Certificate

I certify that the provisions of s. 109J of the Environmental Planning and Assessment Act 1979 have been complied with in relation to the proposed SUBDIVISION

Signature: David Lee

Authority: Authorised Person / Accredited Certifier

Consent Authority: CESSNOCK CITY COUNCIL

Date of endorsement: MAY 4, 2001

Accreditation No.

Subdivision Certificate No. 174/2000/SC

Date of Issue: 10/05/01

Note: This plan is to be lodged with a Subdivision Certificate in the Land Titles Office. It should indicate a signature block and be accompanied by Applied Statements prepared by the Registrar General.

Checked and Licensed as to form & content

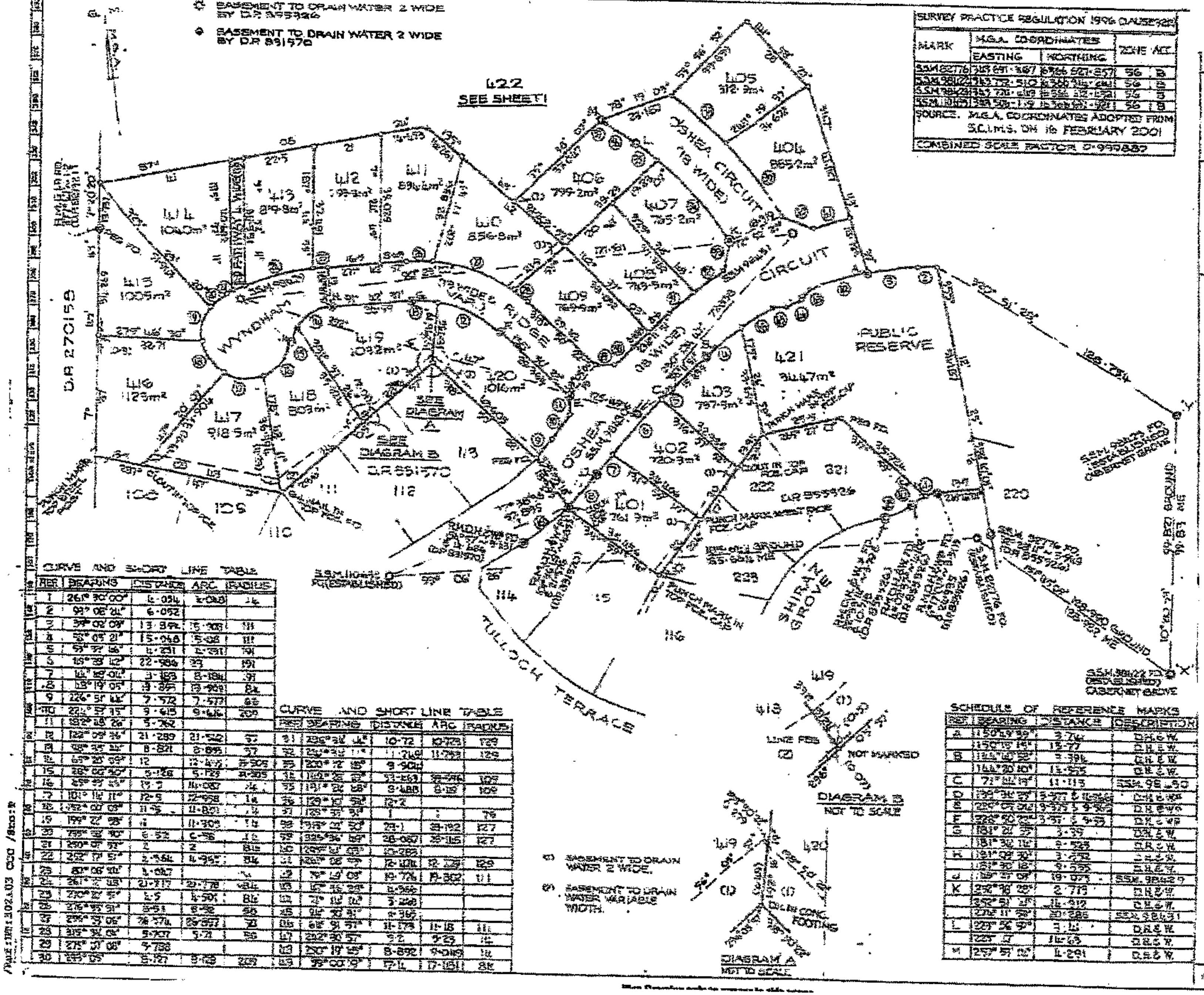
/Doc:DP-1031072 P /Prog:LINZ-DP-PLAN-FORM 2 /Date:26-JUL-2001 14:47 /Page:2

/Doc:DP-1031072 B /Prog:LINZ-DP-PLAN-FORM 2 /Date:16-JUL-2001 14:02 /Page:1

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



CURVE AND SHORT LINE TABLE

REF	BEARING	DISTANCE	ARC	RADIUS
1	261° 30' 00"	6·034	6·048	14
2	99° 08' 24"	6·092		
3	39° 02' 09"	13·842	15·308	111
4	53° 09' 21"	15·048	15·08	111
5	59° 37' 56"	6·231	6·231	191
6	19° 38' 42"	22·984	23	191
7	64° 18' 04"	3·183	8·194	37
8	59° 19' 05"	13·895	13·909	84
9	226° 51' 44"	7·572	7·573	86
10	224° 57' 15"	9·615	9·616	209
11	182° 48' 26"	5·762		
12	122° 09' 34"	21·289	21·542	37
13	98° 35' 24"	8·821	8·895	37
14	67° 25' 09"	12	12·475	19·305
15	28° 00' 50"	5·128	5·129	21·305
16	49° 37' 55"	13·3	14·087	14
17	101° 14' 11"	12·5	22·958	14
18	252° 00' 09"	11·5	11·801	14
19	199° 22' 08"	11	11·305	14
20	255° 08' 40"	6·52	6·56	12
21	290° 07' 52"	2	2	814
22	252° 17' 57"	4·364	4·955	814
23	80° 06' 40"	4·087		
24	261° 12' 48"	21·717	22·778	484
25	270° 27' 57"	4·5	4·501	816
26	276° 55' 51"	8·51	8·52	56
27	295° 33' 06"	78·774	85·557	73
28	315° 34' 08"	5·707	5·71	56
29	275° 37' 08"	5·738		
30	285° 05'	5·127	5·129	209

CURVE AND SHORT LINE TABLE

REF	BEARING	DISTANCE	ARC	RADIUS
31	236° 32' 46"	10·72	10·723	129
32	232° 34' 11"	11·748	11·753	129
33	200° 12' 18"	9·904		
34	162° 52' 23"	53·563	55·546	105
35	131° 26' 58"	8·488	8·19	109
36	129° 10' 52"	12·2		
37	125° 37' 54"	1	1	75
38	319° 02' 30"	29·1	29·192	127
39	325° 36' 59"	28·087	28·115	127
40	295° 41' 43"	10·282		
41	280° 08' 57"	12·106	12·129	129
42	79° 49' 09"	19·774	19·302	111
43	12° 35' 28"	6·966		
44	73° 12' 12"	3·248		
45	91° 30' 51"	9·365		
46	68° 51' 57"	11·173	11·18	111
47	232° 30' 57"	9·2	9·23	14
48	250° 19' 55"	8·892	9·049	14
49	39° 00' 19"	17·4	17·181	86

SCHEDULE OF REFERENCE MARKS

REF.	BEARING	DISTANCE	DESCRIPTION
A	150° 49' 39"	3·744	D.H. & W.
	150° 19' 15"	15·77	D.H. & W.
B	144° 42' 32"	3·396	D.H. & W.
	144° 30' 10"	15·535	D.H. & W.
C	72° 44' 19"	11·115	SSM. 98490
D	135° 36' 37"	5·377 & 11·368	D.H. & W.
E	225° 07' 24"	9·377 & 9·557	D.H. & W.
F	226° 50' 25"	3·57 & 9·53	D.H. & W.
G	181° 24' 35"	3·35	D.H. & W.
	181° 32' 12"	9·528	D.H. & W.
H	191° 09' 30"	3·232	D.H. & W.
	191° 30' 18"	9·535	D.H. & W.
J	159° 57' 08"	19·077	SSM. 98429
K	232° 36' 28"	2·719	D.H. & W.
	232° 51' 25"	14·912	D.H. & W.
	272° 11' 58"	20·286	SSM. 98431
L	229° 56' 59"	3·14	D.H. & W.
	225° 37'	16·63	D.H. & W.
M	257° 57' 12"	6·291	D.H. & W.

SURVEY PRACTICE REGULATION 1996 CLAUSE 92(2)

MARK	M.G.A. COORDINATES		ZONE	ACC.
	EASTING	NORTHING		
SSM 82776	313 691·367	6 366 527·257	56	B
SSM 98122	313 772·510	6 366 314·240	56	B
SSM 98429	313 720·489	6 366 312·472	56	B
SSM 110465	313 506·139	6 366 493·521	56	B
SOURCE: M.G.A. COORDINATES ADOPTED FROM S.C.I.M.S. ON 16 FEBRUARY 2001				
COMBINED SCALE FACTOR 0·999887				

DP1031072

Registered 11-7-2001

Sheet 2 of 2 sheets

16 FEB 2001

David Lee

Reduction Ratio 1: 750

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

All lengths are in metres

DP1031072

Subdivision of Lot 324 DP1002052 covered by Council's Certificate No.

Name and address of proprietors of the land:

THE COUNCIL OF THE CITY OF CESSNOCK
North Avenue
CESSNOCK NSW 2325

PART 1

1 Identity of easement firstly referred to in abovementioned plan: Easement to drain water 2 wide

Schedule of lots affected:

Lots burdened	Lots benefited
401	402 & 403
402	403
406	422
410	406 & 422
419	416, 417 & 418
420	416, 417, 418 & 419

2 Identity of easement secondly referred to in abovementioned plan. **Easement to drain water variable width.**

Schedule of lots affected:

Lots burdened	Lots benefited
417	416
418	416 & 417

3 Identity of easement thirdly referred to in abovementioned plan: Restrictions on use of land

Schedule of lots affected:

Lots burdened	Lots benefited
All lots from 401 to 420 inclusive	All other lots from 401 to 420 inclusive.

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

Lengths are in metres

Subdivision of Lot 324 DP1002052 covered by Council's Certificate No.

DP1031072

PART 2

1 Terms of easement firstly referred to in abovementioned plan:
The party whose consent is required to release, vary or modify this easement is Cessnock City Council

2 Terms of easement secondly referred to in abovementioned plan:
The party whose consent is required to release, vary or modify this easement is Cessnock City Council

3 Terms of restrictions thirdly referred to in abovementioned plan:

1 Not more than one (1) main building shall be erected upon any lot burdened and such main building shall only be used for single residential dwelling purposes provided always that where the Council of the City of Cessnock "Dual Occupancy" or "Duplex" Policy permits the erection of any lot burdened then such "Dual Occupancy" or "Duplex" may only be erected as an attachment to and as part of such main building erected on such lot and strictly in accordance with the said Council Policy and that in such case any or all references in this instrument to main building shall be deemed to include and refer to any permitted "Dual Occupancy" or "Duplex"

2 No main building shall be erected upon the land hereby burdened unless it shall have minimum area of not less than 121 square metres exclusive of any provision for car accommodation, external landings and patios or verandahs.

3 No main building shall be erected or permitted to be erected on any lots burdened other than with external walls constructed of brick, brick veneer, stone, concrete or glass or any combination thereof, provided that any feature panelling may be used in conjunction with all of the materials herein referred to provided further that the proportion of feature panelling so used in relation to the total external wall area shall not exceed 25 per centum thereof and also provided that in the case of a two-storied building feature panelling may be used in the external walls on the second storey provided that the external walls of the first storey do not consist of feature panelling.

4 No building or structure which has previously been erected upon any other land shall be re-erected or re-constructed on any lot hereby burdened whether as to a building or structure by itself or as part of any other building or structure.

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

Lengths are in metres

Subdivision of Lot 324 DP1002052 covered by Council's Certificate No.

DP1031072

PART 2 - continued

5 No main building or carport shall be erected or be permitted to remain erected on a lot burdened having a roof other than terracotta or concrete tiles, slate, shingles or colourbonded non-reflective non-flat metal material of a dark earth tone or having a roof with a pitch of less than 10 degrees to the horizontal.

6 No structure of a temporary character, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.

7 No sign of any description be it advertisement hoarding or any other type shall be erected on any lot hereby burdened at any time UNLESS such a sign has previously received the written approval of Council of the City of Cessnock.

8 No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or structure and with the prior approval of the Council of the City of Cessnock. No lot shall be permitted to be, appear, or remain in an excavated or quarried state.

9 No trees shall be removed from any lot burdened without the prior written approval of the Council of the City of Cessnock.

10 With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened no motor truck, lorry or semi-trailer with a load carrying capacity exceeding two (2) tonnes shall be parked or permitted to remain on any lot burdened.

11 No fence is permitted to be erected or to remain erected on any lot burdened between the building line and the street boundary except for a corner lot which is permitted to erect a fence on one of its street boundaries up to the prolongation of the building line of the other street.

12 No fence shall be permitted to be erected or to remain erected on the boundary of any lot burdened other than constructed of brick, brushwood, lapped and capped timber or pre-coated non-reflective profiled steel panels fitted to top and bottom channels and posts of the same material.

13 That for the benefit of any adjoining land owned by the vendor, but only during the ownership thereof by the vendor, its successors and assigns other than purchasers on sale, no fence shall be erected on the land hereby burdened, to divide the same from such adjoining land without

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

Lengths are in metres

Subdivision of Lot 324 DP1002052 covered by Council's Certificate No.

DP1031072

PART 2 - continued

the consent of the vendor, but such consent shall not be withheld if such fence is erected without expense to the vendor and in favour of any person dealing with the purchasers, such consent shall be deemed to have been given in respect of every such fence for the time being erected.

14 That no outbuildings shall be constructed of materials other than of a non-reflective nature to the satisfaction of the Council of the City of Cessnock and to be of earth-tone colours considered by such Council to be sympathetic with the surrounding environment.

15 No run-off water from any building impervious surface or other material or structure laid or constructed on any lot burdened shall be permitted to run outside the boundaries of that lot except into or through the inter-allotment drainage system within the easement for drainage shown on the Plan of Subdivision creating the said lot or to a gutter or stormwater pipeline in the street or to a Public Reserve.

16 No birds, poultry or grazing animals may be kept upon the land burdened.

17 No person or Corporation shall own (without the consent of the Council of the City of Cessnock) more than one lot within the subdivision.

18 The Council of the City of Cessnock is committed to establishing the land in the Plan as part of a high quality prestige residential subdivision and to maintaining an aesthetic and attractive appearance for all buildings and other improvements erected upon the land for the advantage of the proprietors of all lots having the benefit of the restrictions hereby created and for that purpose the said Council shall (at the expense of the applicant) expeditiously, diligently and with due regard for the concern for the financial means of such applicant review each application to release, vary, or modify any restrictive covenant created hereby.

The party whose consent is required to release, vary, or modify these Restrictions on Use is the Council of the City of Cessnock provided that any such release, variation, or modification if consented to shall be at the cost and expense of the person or persons requesting such consent.

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

Lengths are in metres

DP1031072

Subdivision of Lot 324 DP1002052 covered by Council's Certificate No.

THE COMMON SEAL of the CESSNOCK CITY COUNCIL was hereto affixed this 30th day of May 2001 in pursuance of a resolution of the Council passed on the 23rd day of May 2001.

Mayor

General Manager

CESSNOCK THE COMMON SEAL OF CITY COUNCIL

REGISTERED 17.7.2001

PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2000

CESSNOCK
CITY COUNCIL

Info Track
DX 578
SYDNEY
.

Applicants Reference
1103507-#90784601#

CERTIFICATE DETAILS

CERTIFICATE NUMBER:	3913
DATE OF CERTIFICATE:	16/11/2021

PROPERTY DETAILS

ADDRESS:	84 O'Shea Circuit CESSNOCK NSW 2325
TITLE:	LOT: 504 DP: 1042406
PARCEL NO.:	503341

BACKGROUND INFORMATION

This certificate provides information on how the relevant parcel of land may be developed, including the planning restrictions that apply to development of the land, as at the date the certificate is issued. The certificate contains information Council is aware of through its records and environmental plans, along with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the *Environmental Planning and Assessment Act, 1979.*

TELEPHONE: (02) 4993 4100
POSTAL ADDRESS: PO BOX 152, CESSNOCK, 2325 or DX 21502 CESSNOCK
EMAIL ADDRESS: council@cessnock.nsw.gov.au Visit us at: http://www.cessnock.nsw.gov.au
ABN 60 919 148 928

PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2000

1. Name of relevant planning instruments and DCPs

(1) The name of each environmental planning instrument that applies to the carrying out of development on the land:

Cessnock Local Environmental Plan 2011

Hunter Regional Plan 2036

State Environmental Planning Policy No 1—Development Standards

State Environmental Planning Policy No 19—Bushland in Urban Areas

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 No 55—Remediation of Land

State Environmental Planning Policy No 64—Advertising and Signage

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

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

State Environmental Planning Policy (Aboriginal Land) 2019

State Environmental Planning Policy (Affordable Rental Housing) 2009

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

State Environmental Planning Policy (Coastal Management) 2018

State Environmental Planning Policy (Concurrences) 2018

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

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

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

State Environmental Planning Policy (Infrastructure) 2007

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

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

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

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (State Significant Precincts) 2005

State Environmental Planning Policy (Sydney Drinking Water Catchment) 2011

State Environmental Planning Policy (Sydney Region Growth Centres) 2006

State Environmental Planning Policy (Urban Renewal) 2010

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

(2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

There are no Draft Local Environmental Plan/s affecting this land.

(3) The name of each development control plan that applies to the carrying out of development on the land.

Cessnock Development Control Plan 2010

2. Zoning and land use under relevant LEPs

(a) The land is identified as being in:

R2 Low Density Residential under the Cessnock Local Environmental Plan 2011.

(b) The purpose for which development may be carried out without consent within the zone;
(c) The purposes for which development may not be carried out within the zone except with development consent; and
(d) The purpose for which development is prohibited within the zone.

R2 Low Density Residential

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Hospitals; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential accommodation; Respite day care centres; Roads; Sewerage systems; Tank-based aquaculture; Water supply systems

4 Prohibited

Multi dwelling housing; Residential flat buildings; Rural workers' dwellings; Shop top housing; Any other development not specified in item 2 or 3

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

No

(f) Whether the land includes or comprises critical habitat:

The land is not land that includes or comprises critical habitat declared to be critical habitat under Part 3 of the Threatened Species Conservation Act 1995.

(g) Whether the land is a conservation area (however described):

The land is not a conservation area under the Cessnock Local Environmental Plan 2011.

(h) Whether an item of environmental heritage (however described) is situated on the land:

An item of environmental heritage identified in Cessnock Local Environmental Plan 2011 is not situated on the land.

3. Complying Development

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

(2) Complying development may not be carried out on the land under each of the following codes for complying development, to the extent and for the reasons stated under clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

Housing Code	Complying Development may be carried out under the Housing Code where it meets the requirements of Clause 3.4 Complying development on bush fire prone land contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Rural housing code	Complying Development may not be carried out under the Rural Housing Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Low Rise Housing Diversity Code	Complying Development may be carried out under the Low Rise Housing Diversity Code where it meets the requirements of Clause 3B.4 Complying development on bush fire prone land contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Greenfield Housing Code	Complying Development may not be carried out under the Greenfield Housing Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Housing Alterations Code	Complying Development may be carried out on the land under the Housing Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

General Development Code	Complying Development may be carried out on the land under the General Development Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Commercial and Industrial Alterations Code	Complying Development may be carried out on the land under the Commercial and Industrial Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Commercial and Industrial (New Buildings and Additions) Code	Complying Development may not be carried out under the Commercial & Industrial (New Buildings and Additions) Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Container Recycling Facilities Code	Complying Development may not be carried out under the Container Recycling Facilities Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Subdivisions Code	Complying Development may be carried out on the land under the Subdivision Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Demolition Code	Complying Development may be carried out on the land under the Demolition Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Fire Safety Code	Complying Development may be carried out on the land under the Fire Safety Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

5. Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.

No

6. Road widening and road alignment

Whether or not the land is affected by any road widening or road realignment under:

(a) Division 2 of Part 3 of the *Roads Act 1993*, or

(b) any environmental planning instrument, or

(c) any resolution of the council.

The land is not affected by a road widening or road realignment proposal under:
(a) Division 2 of Part 3 of the Roads Act 1993, or
(b) any environmental planning instrument, or
(c) any resolution of the council.

7. Council and other public authority hazard risk restrictions

Whether or not the land is affected by a policy:

(a) adopted by the council, or
(b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,

That restricts the development of the land because of the likelihood of:

(1) Landslip

No

(2) Bushfire

No

(3) Tidal inundation

No

(4) Subsidence

No

(5) Acid Sulphate Soils

No

(6) Any other risk (other than flooding)

No

7A. Flood related development controls

(1) Whether or not the land or part of the land is within the flood planning area and subject to flood related development controls..

No

(2) Whether or not the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

No

Note: In this clause –
Flood planning area has the same meaning as in the Floodplain Development Manual
Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005
Probable maximum flood has the same meaning as in the Floodplain Development Manual

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 (above) makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the *Environmental Planning & Assessment Act 1979.*

No

9. Contributions plans

The name of each contributions plan/s applying to the land.

Cessnock Section 7.12 Levy Contributions Plan 2017.

Cessnock City Wide Local Infrastructure Contributions Plan 2020.

9A. Biodiversity certified land

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

Note. Biodiversity certified land includes land certified under Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016.*

10. Biodiversity stewardship sites

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, but only insofar as the Council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage.

Note. Biodiversity stewardship agreements include biobanking agreements under Part 7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardship agreements under Part 5 of the *Biodiversity Conservation Act 2016.*

10A. Native vegetation clearing set asides

The land is not a set aside area under section 60ZC of the Local Land Services Act 2013, but only insofar as the Council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section.

11. Bush fire prone land

Some of the land is bushfire prone land as defined in the Environmental Planning & Assessment Act 1979.

12. Property vegetation plans

The land is not land to which a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies, only insofar as the Council has been notified of the existence of the plan by the person or body that approved the plan under the Act.

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

Whether 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 (but only if the council has been notified of the order).

No

14. Directions under Part 3A

There is not a direction by the Minister in force under Section 75P(2)(c1) of the Environmental Planning & Assessment Act 1979 that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project of the land under Part 4 of that Act does not have effect.

15. Site compatibility certificates and conditions for seniors housing

(1) The land is land to which the State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies.

There is no current site compatibility certificate (senior's housing) of which Council is aware, in respect of proposed development on the land.

(2) There are no terms of a kind referred to in clause 18(2) of that policy 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

There is not a valid site compatibility certificate (infrastructure) of which Council is aware, in respect of proposed development on the land.

17. Site compatibility certificates and conditions for affordable rental housing

(1) There is not a current site compatibility certificate (affordable rental housing), of which the Council is aware, in respect of proposed development on the land.

(2) There are no terms of a kind referred to in clause 17(1) or 38(1) of the State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

18. Paper subdivision information

(1) There is no development plan adopted by a relevant authority that applies to the land of that is proposed to be subject to a consent ballot.

(2) There is no subdivision order that applies to the land

Note: words and expressions in this clause have the same meaning as they have in Part 16C of the *Environmental Planning and Assessment Regulation 2000.*

19. Site verification certificates

There is not a current site verification certificate, of which Council is aware, in respect of the land.

21. Affected building notices and building product rectification orders

(1) There is not an affected building notice, as defined by the Building Products (Safety) Act 2017, in force in respect to the land.

(2)(a) There is not an outstanding building product rectification order, as defined by the Building Products (Safety) Act 2017, in force in respect to the land.

(2)(b) A notice of intent to make a building product rectification order, as defined by the Building Products (Safety) Act 2017, has not been served in respect to the land.

PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2000

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

(a) The land or part of the land is not significantly contaminated land within the meaning of the Contaminated Land Management Act 1997 at the date this certificate is issued.

(b) The land is not subject to a management order within the meaning of the Contaminated Land Management Act 1997 at the date this certificate is issued.

(c) The land is not the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997 at the date this certificate is issued.

(d) The land is not the subject of an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997 at the date this certificate is issued.

(e) The land is not the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 (if a copy of such a statement has been provided at any time) to the local authority issuing the certificate.

For further information, please contact Council's Assistant Strategic Planner on 02 4993 4100.

P Mickleson

Peter Mickleson
Director Planning and Environment

SERVICE LOCATION PLAN

APPLICATION NUMBER: 455695(35

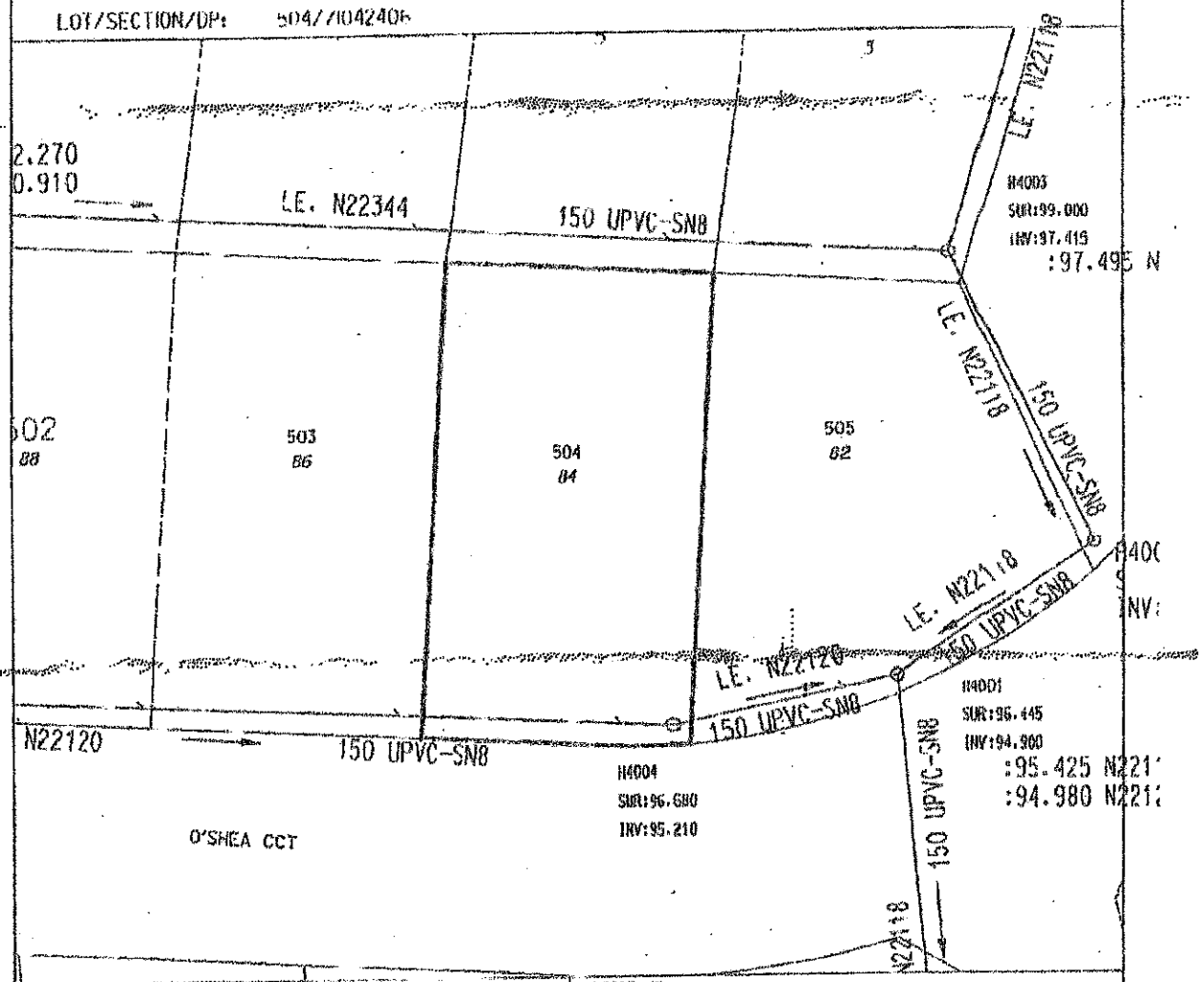
APPLICANT REF: 0C00/97557 275494 PALMER

APPLICANT NAME: TONKIN DRYSDALE PARTNERS C/-ESPREON

PREMISE NO.: 6330020336

PROPERTY ADDRESS: 84 O'SHEA CT CESSNOCK 2325

LOT/SECTION/DP: 504/7/042406



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 A COMMERCIAL DEVELOPMENT (RETAIL, MEDIUM DENSITY, RESIDENTIAL, ETC) IS UNDERTAKEN. IN THESE CASES, IT IS RECOMMENDED THAT YOU SEEK ADVICE ON THE SPECIAL REQUIREMENTS PRIOR TO PURCHASE. PHONE 1300 657 657

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

Date:
19-OCT-2007

Scale:
1:500

CLIENT'S COPY

Bernie Cohen & Associates Pty Ltd Trading as
ESSENTIAL CERTIFIERS LIVERPOOL
ACN : 100386650
ABN : 84100386650

PO Box 5387 Prestons NSW 2170 Ψ 6/387-393 Hume Hway, Liverpool 2170
Telephone: (02) 9824-1545 Ψ Facsimile: (02) 9824-1754

ESSENTIAL CERTIFIERS LIVERPOOL

CERT. NO:

GC2003-03156

FINAL OCCUPATION CERTIFICATE

Issued under the Environmental Planning and Assessment Act 1979 Sections 109C(1)(c) and 109H

COUNCIL: CESSNOCK CITY

APPLICANT

Name	Masterton Homes Central Coast Pty Ltd
Address	Ground Floor Unit A, 2 Reliance Drive, TUGGERAH 2259
Contact no (telephone/fax)	43534088

OWNER

Name	Palmer, Mr & Mrs
Address	C/- Masterton Homes, TUGGERAH
Contact no (telephone/fax)	

RECEIVED 30 JAN 2004 BY:

SUBJECT LAND

Address	84 OShea Crescent, CESSNOCK 2325
	Lot No 504
	DP - 1042406

APPROVAL DETAILS

D.A No.	8/2003/675/1
D.A Approval Date	6/06/2003
CC/~~CDC~~ No	CC2003-03156
Date of CC/~~CDC~~ Approval	17/06/2003
Issued by	~~Council~~/ Essential Certifiers Liverpool

Essential Certifiers Liverpool Certificate No. CC2003-03156

WORKS APPROVED

Description	Dwelling

DETERMINATION

Type of Certificate	Final
Decision	Approved
Date of Decision	28/01/2004

RIGHT OF APPEAL

under S109K where the Certifying Authority is a Council an applicant may appeal to the Land and Environmental Court against the refusal to issue a Construction Certificate within 12 months from the date of the decision.

ACCREDITATION BODY

Planning N.S.W. 20 Lee Street, Sydney 2000

CERTIFICATE

This is to certify that :

I have been appointed as the Principal Certifying Authority under S109E.

I have taken into consideration the health and safety of the occupants of the building.

A Development Consent/Complying Development Certificate is in force with respect to the building.

A Construction Certificate/Complying Development Certificate has been issued with respect to the plans and specifications for the building.

The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.

Where required, a final Fire Safety Certificate has been issued for the building.

Where required, a report from the Commissioner of Fire Brigades has been considered.

Essential Certifiers Liverpool Certificate No. CC2003-03156

FINAL REPORT

The Accredited Certifier certifies that the subject stages of construction were inspected and found to be satisfactory and the development is completed in accordance with the approved plans and specifications and Council's Development Consent conditions if applicable.

Date	Inspection	Inspected by
20/08/03	Storm Water	Paul Russell
02/10/03	Framework	Tony Kane
16/01/04	Final OC Completion	Paul Russell

CERTIFICATES RELIED UPON

Structural Certificate for Piers by Rafeletos Zanuttini dated 8/8/03 Structural Certificate for Slab by Rafeletos Zanuttini dated 12/8/03 Smoke Detectors Certificate by K & M Knight Electrical, Waterproofing Certificate by Legend Waterproofing dated 29/10/03, Part A & Part B Pest Treatment by Ultimate Environmental Pest Management dated 11/8/03, Final Survey Report by Kepreotis & Southwell Surveyors dated 31/10/03, Insulation Certificate by CSR Bradford Insulation dated 3/10/03

CERTIFYING AUTHORITY

Name of Accredited Certifier: Paul Russell

Accreditation No: 2607

SIGNED:

DATED: 28/01/2004

Essential Certifiers Liverpool Certificate No. CC2003-03156