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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Osborn George Real Estate Agents** **Raymond Terrace** **20A William Street, Raymond Terrace,** **NSW 2324**	**Phone: 0432566245** **Ref: Joel Osborne**
co-agent		
vendor		
vendor's solicitor	**Hunter Legal & Conveyancing** **Level 1, Suite 2, 12 Elgin Street, MAITLAND** **NSW 2320** **PO Box 142, MAITLAND NSW 2320**	**Phone: 0249372799** **Email: nicole@hunterlegal.com.au** **Ref: NW:ML:261913**
date for completion	**35th day after the contract date**	(clause 15)
land (address, plan details and title reference)	**13a Sullivan Street, Raymond Terrace NSW 2324** **Registered Plan: Lot 2 Plan DP 1326951** **Folio Identifier: 2/1326951**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: duplex	
attached copies	☒ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions				
	☒ air conditioning	☐ curtains	☒ insect screens	☒ range hood
	☐ blinds	☒ dishwasher	☒ internet/TV receiver	☐ solar panels
	☒ built-in wardrobes	☐ EV charger	☒ light fittings	☐ solar power battery
	☒ ceiling fans	☒ fixed floor coverings	☐ pool equipment	☒ stove
	☒ clothes line	☒ other: water tank, shutters		

exclusions		
purchaser		
purchaser's solicitor		
price		
deposit	_____	(10% of the price, unless otherwise stated)
balance		
contract date		(if not stated, the date this contract was made)

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

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

buyer's agent

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

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SIGNING PAGE

VENDOR	**PURCHASER**
Signed by _____ Vendor _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser

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

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Choices

Vendor agrees to accept a ***deposit-bond***	☒ NO	☐ yes
Nominated *Electronic Lodgment Network (ELN)* (clause 4)	PEXA	
Manual transaction (clause 30)	☒ NO	☐ yes

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

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

Land tax is adjustable	☒ NO	☐ yes	
GST: Taxable supply	☒ NO	☐ yes in full	☐ yes to an extent
Margin scheme will be used in making the taxable supply	☒ NO	☐ yes	

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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List of Documents

General

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

Home Building Act 1989

- ☒ 25 insurance certificate
- ☐ 26 brochure or warning
- ☐ 27 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 28 certificate of compliance
- ☐ 29 evidence of registration
- ☐ 30 relevant occupation certificate
- ☐ 31 certificate of non-compliance
- ☐ 32 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 33 property certificate for strata common property
- ☐ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development contract or management statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate (strata)
- ☐ 57 information certificate (association)
- ☐ 58 document relevant to an exclusive supply network
- ☐ 59 disclosure statement - off the plan contract
- ☐ 60 other document relevant to the off the plan contract

Other

- ☐ 61

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

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

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

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

(a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and

(b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

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

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Cooling off period (purchaser's rights)

1 **This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.**

2 **EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—**

- **(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or**
- **(b) in any other case—the fifth business day after the day on which the contract was made.**

3 **There is NO COOLING OFF PERIOD—**

- **(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or**
- **(b) if the property is sold by public auction, or**
- **(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or**
- **(d) if the contract is made in consequence of the exercise of an option, other than an option that is void under the Act, section 66ZG.**

4 **A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.**

5 **The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.**

DISPUTES

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

AUCTIONS

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

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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:**

Australian Taxation Office	**Local Council**
County Council	**Local Land Services**
Department of Education	**NSW Fair Trading**
Department of Planning, Housing and Infrastructure	**NSW Public Works**
	Owner of adjoining land
Department of Primary Industries and Regional Development	**Privacy**
	Subsidence Advisory NSW
Electricity, gas and telecommunications	**Transport agencies**
Homes NSW	**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. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.**

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. **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 Australian Taxation Office.**

13 **From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.**

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
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;
completion time	the time of day at which completion is to occur;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
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);
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;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
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*;
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*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (15% as at 1 January 2025);
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);
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*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
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;*
populate	to complete data fields in the *Electronic Workspace*;

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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;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
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 20 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
3.9 The vendor must give the purchaser any original *deposit-bond* –
3.9.1 on completion; or
3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
4.3 The *parties* must conduct the *electronic transaction* –
4.3.1 in accordance with the *participation rules* and the *ECNL*; and
4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
4.5 *Normally,* the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion*,* and invite the purchaser to the *Electronic Workspace*.
4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace.*
4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
4.7.2 create and *populate* an *electronic transfer*;
4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
4.11 Before completion, the *parties* must ensure that –
4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
4.11.2 all certifications required by the *ECNL* are properly given; and
4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
4.12 If the computer systems of any of the *Land Registry*, the *ELNO,* Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

4.14.1 holds them on completion in escrow for the benefit of; and

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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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 whatever is reasonably necessary 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.

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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), the *party* must adjust or pay on completion any GST added to or included in the expense, but –

13.3.1 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

13.3.2 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

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

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

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

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

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

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

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

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

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

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

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

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

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

13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion, and –

14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and

14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 The *parties* must not adjust any first home buyer choice property tax.

14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

● Vendor

16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

16.2 The legal title to the *property* does not pass before completion.

16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.4 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.5.2 any other amount payable by the purchaser under this contract.

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

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18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

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

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

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

23 Strata or community title
● Definitions and modifications
23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development contract or management 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 s174 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
● Adjustments and liability for expenses
23.5 The *parties* must adjust under clause 14.1 –
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
23.6.2 the purchaser is liable for all contributions determined after the contract date.
23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
23.8.3 a past or future change in the scheme or a higher scheme.
23.9 However, the purchaser can *rescind* if –
23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● Notices, certificates and inspections

23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
23.12 The vendor can complete and send the interest notice as agent for the purchaser.
23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● Meetings of the owners corporation

23.17 If a general meeting of the owners corporation is convened before completion –
23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

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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 whatever is reasonably necessary to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
  - at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
28.2 The vendor must do whatever is reasonably necessary 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, but does not apply to an event to which clause 28 applies.
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.

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

30 Manual transaction

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

● Transfer

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

● Place for completion

30.6 *Normally*, the *parties* must complete at the completion address, which is –
30.6.1 if a special completion address is stated in this contract - that address; or
30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

● Payments on completion

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.
30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
30.10.1 the amount is to be treated as if it were paid; and
30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.
30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

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

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32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

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Additional Clauses to Contract for the Sale of Land

1. Alteration to Printed Form

The Vendor and the Purchaser agree that the clauses of the printed form of contract are amended as follows:

a) Clause 14.2.1 and 14.2.2 shall be deleted.
b) Clause 18 is amended by adding the following Clause 18.8 'The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property.'
c) Clause 23.9.1 shall be deleted.
d) Clause 23.13 is amended and replaced with 'The Purchaser must obtain a copy of the information certificate, section 109 or section 184 certificate under the Strata Schemes Management Act 2015 in relation to the property at least 7 days before completion and service it on the Vendor via email.'
e) Clause 23.14 shall be deleted.

2. Claims by the Purchaser

Notwithstanding the provisions of Clause 6 and 7 hereof the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purpose of Clause 7 and 8 entitling the Vendor to rescind this contract.

3. Reasonable Notice

3.1. It is expressly agreed between the parties hereto that in circumstances justifying the issue of a Notice to Complete and/or Notice to Perform, pursuant to Clause 15, fourteen (14) days shall be deemed to be reasonable and sufficient notice for that purpose, notwithstanding the provision of Clause 21.1.

3.2. It is further agreed between the parties that in circumstances justifying the issue of a Notice to Complete and/or Notice to Perform by the Vendor, then in addition to the balance of the price, the Purchaser shall pay to the Vendor the sum of Five Hundred Dollars ($500.00) exclusive of GST, agreed reasonable legal expense incurred by the Vendor as a result of having to issue such Notice.

3.3. The Purchaser's obligation to pay the sum referred to in Clause 3.2 hereof is an essential term of this contract and shall in no way effect, abrogate, limit or inhibit the Vendor's right to take action for recovery of damages that may be suffered by the Vendor as a result of the Purchaser's breach of contract.

4. Liquidated Damages

4.1 In the event that the Purchaser does not complete this contract on or before the completion date and provided the Vendor is ready and willing to complete the contract, then the Purchaser shall from that date pay interest on the balance of the purchaser price at the rate of 10% pa until completion.

4.2 The sum of Four Hundred and Forty Dollars ($440.00) for any and each delayed or rescheduled settlement, on account of the additional legal fees incurred by the Vendor because of the delay.

4.3 The Purchaser acknowledges that the payment of liquidated damages referred to herein is contemporaneous with the payment of the purchaser price on settlement. It is agreed that the amount payable pursuant to this condition is a genuine pre-estimate of the Vendors' loss of interest for the purchase money and liability for rates and outgoings.

5. Death, Mental Incapacity or Assignment of Estate

If the Purchaser or Vendor or any one or more of them shall die, become mentally incapacitated or bankrupt prior to completion of this contract, then either party may, by notice in writing to the other party's legal representative rescind this contract whereupon the provisions of this contract as to rescission shall apply. The provisions of this clause do not apply in the event of the death of a Vendor who owns his or her interest in the property as joint tenants.

6. Condition of Property

The Purchaser acknowledges to the Vendor that:

6.1 The Purchaser relies upon his own inspections and enquiries in relation to the property and not upon any warranties or representations made by or on behalf of the Vendor (except as are expressly set out in this contract).

6.2 The Purchaser is satisfied as to the approved and capable use and condition of the property.

6.3 The Purchaser acknowledges that the property (including its appurtenances if any) is sold in its present condition and state of repair and that he has satisfied himself by his own inspection and inquiries as to the state of repair condition and nature of the property and of any of improvements included with it and that unless otherwise contained in this contract no warranty representation of undertaking on the part of the Vendor in relation to such property and improvements has been made and no requisition or claim shall be made by the Purchaser in respect of such matters. The Purchaser shall not call upon the Vendor to do any work whatsoever in relation to the said property or any of its improvements.

6.4 The Purchaser will not make any requisitions, raise any objection or claim any compensation in respect of the relationship of the property to the boundaries and the position of the fencing, if any, on the boundaries of the said land.

6.5 The Vendor shall not be responsible for any mechanical breakdown after the making of this contract in respect of any inclusions.

7. Deposit

In the event:

a) The Purchaser defaults in the observance of any obligation hereunder which is or the performance of which has become essential; and
b) The Purchaser has paid a deposit of less than 10% of the purchase price; and
c) The Vendor terminates this agreement

Then the Vendor, as a consideration of accepting less than a 10% deposit, shall be entitled to recover from the Purchaser of the amount equal to 10% of the purchase price less the deposit paid as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any other remedies available to the Vendor herein contained or implied notwithstanding any rule of Law or Equity to the contrary. This Clause shall not merge on termination of this agreement.

8. Deposit Bond

The parties agree that in the event the Purchaser requests to use a Deposit Bond, a Deposit Bond will be accepted provided the Deposit Bond:

a) is for an amount equal to the 10% deposit or the balance of the 10% deposit in accordance with the contract;
b) must be valid for the period of the contract;
c) contains the name of the Vendor to whom the guaranteed amount is to be paid on demand;
d) contains the name of the Purchaser and makes reference to the contract and the sale of the property.

9. Purchaser's Warranty as to Real Estate Agent

9.1 The Purchaser warrants that the Purchaser was not introduced to the property or to the Vendor by a Real Estate Agent other than the Real Estate Agent, if any, specified on the front page of the contract. The Purchaser will indemnify the Vendor against any claim for commission, including the Vendor's costs of defending any such claim, which arises as a result of the Purchaser's breach of this warranty.

9.2 This warranty and indemnity will not merge on completion.

9.3 The Vendor warrants that the Vendor has not entered into a sole or exclusive agency agreement as at the date hereto with any agent other than the agent specified on the front page of the contract.

10. Release of Deposit

The Purchaser acknowledges that in the event the Vendor wishes to enter into contract for the purchase of another property the Vendor will require certain deposit moneys to enable exchange of contracts to occur. The Purchaser hereby irrevocably authorises the agent to release sufficient monies to enable the Vendor to exchange contracts for the purchaser of such property as aforementioned provided such moneys so released are held in the trust account of a Licensed Real Estate Agent or Solicitor.

11. Limited Title

This condition is applicable if 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. 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 provide an abstract or prove prior old system title in relation thereto.

12. Electronic Signature

12.1. This contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument.

12.2. Execution by the parties of the contract by email or electronically via Docusign (or equivalent encryption software) and transmission of the executed contract by either of those means shall constitute a valid and binding executed of this contract by such part or parties. For the purpose of the *Electronic Transaction Act 1999* (CTH) and *Electronic Transactions Act 2000* (NSW) each party consents to receiving and sending the contract electronically.

12.3. The Purchaser acknowledges and agrees that an original 'ink' signed copy of the Vendor's signed contract will not be provided.

12.4. The parties further agree that they shall not make any requisition, objection or claim (whether for compensation or not), nor claim any right to terminate or rescind this contract or delay the completion of this contract due to any matter disclosed in this Special Condition.

13. Error in Adjustment of Outgoings

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

14. Deposit by Instalments under Cooling Off Period

Notwithstanding Clause 2 of this contract, if a cooling off period applies to this contract, the Purchaser may pay the deposit in two (2) instalments as follows:

i. 0.25% of the agreed purchase price to be paid on or before the date of the contract; and
ii. 9.75% of the agreed purchaser price to be paid at any time before 5pm on the fifth (5^{th}) business day after the date on which this contract was made.

15. Hunter Water Sewer Service Diagram

The Purchaser acknowledges that Hunter Water does not provide a sewer service diagram in respect of the property as required by legislation and the Purchaser cannot make any claim, objection or requisition, rescind or terminate or delay completion in relation to same.

16. Caveat or Mortgage

The Purchaser shall not be entitled to require the Vendor prior to completion to register a Discharge of any Mortgage or Charge or Withdrawal of any Caveat affecting the subject land. If at the date of completion of this contract there is noted on any Certificate of Title in respect of the property or any part thereof Mortgage, Charge or Caveat, the Purchaser will accept a Discharge or Withdrawal thereof so far as the same relates to the property.

17. Extension(s) to Cooling Off Period and/or Subject to Finance Clause

If a cooling off period or subject to finance period applies to this contract then on request for extension and each subsequent occasion that the Purchaser requests an extension thereof and the request is granted by the Vendor, the Purchaser must on completion pay a further sum of Two Hundred and Twenty Dollars ($220.00) inclusive of GST for the Vendor's additional legal costs associated with dealing with the Purchaser's request(s) for each extension granted. These fees are agreed by the parties to be a genuine and reasonable pre-estimate of the Vendor's actual costs. This sum shall fall due and payable on settlement or in the case of rescission upon service of the Notice of Rescission.

18. Irrevocable Authority

Should the deposit payable under this contract be held in trust by our office on behalf of the Purchaser, then the parties agree that the deposit funds held are to be loaded to the PEXA workspace and disbursed to the Vendor on settlement.

No further authority is required from the Purchaser for the above-mentioned funds to be released on settlement.

19. Release of Deposit for Settlement

If the Vendor (or any one of the Vendors) requires the deposit or any part of it to complete a simultaneous purchase or to pay sale costs on the date for completion, the Purchaser's representative agrees to authorise the deposit holder to transfer the deposit into the trust account of the Vendor's representative for the Vendors to use at completion.

20. GST

The Purchaser warrants that the property will be used predominantly for residential accommodation. The Purchaser will indemnify the Vendor against any liability to pay GST arising from breach of this warranty. This right continues after completion.

21. Settlement Figures

The Purchaser's representative must prepare and service proposed settlement sheet with supporting certificates to the Vendor's representative five (5) clear business days prior to the settlement date. If the proposed settlement sheet is provided less than five (5) clear business prior to completion, the Purchaser will allow the sum of Two Hundred Dollars ($200.00) plus GST to cover the Vendor's representative's costs for the late preparation of the Settlement Adjustment Sheet.

22. Company Guarantee & Indemnity

22.1. The provisions of this special condition apply if the Purchaser is a corporation but does not apply to a corporation listed on the Australian Stock Exchange. This special condition is an essential term of this contract.

22.2. The work guarantor means each director of the Purchaser, as at the date of this contract.

22.3. If the guarantor has not signed where provided under this special condition, the Vendor may terminate this contract by serving notice within fourteen (14) days after the date of this contract.

22.4. Where the Purchaser is a company, the officers or persons who sign this contract on behalf of the company or who attests the Seal of the company on this contract.

a) Jointly and separately guarantees all obligations of the Purchaser under this agreement including the payment of the purchase price and the performance of all the Purchaser's obligations; and
b) Jointly and separately indemnifies the Vendor in respect of any default of the Purchaser under this agreement.

22.5. This guarantee and indemnity is given by each guarantor as principal and is not discharged or released by any release or variation of this agreement between the Vendor and the Purchaser.

22.6. The guarantor much 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 special condition.

SIGNED IN MY PRESENCE BY
THE GUARANTOR

_____
Signature of Guarantor

who is known to me:

_____
Signature of Witness

_____
Print Name of Witness

SIGNED IN MY PRESENCE BY
THE GUARANTOR

_____
Signature of Guarantor

who is known to me:

_____
Signature of Witness

_____
Print Name of Witness

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

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. Please provide details of any bond together with the Rental Bond Board's reference number.
   (e) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*).
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
   (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
   (b) have any orders been made by the Consumer, Trader and Tenancy 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.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

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

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
   (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
   (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

(e) In respect of any residential building work carried out in the last 7 years:
  (i) please identify the building work carried out;
  (ii) when was the building work completed?
  (iii) please state the builder's name and licence number;
  (iv) please provide details of insurance under the *Home Building Act 1989*.

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

17. If a swimming pool is included in the property:
  (a) when did construction of the swimming pool commence?
  (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  (d) are there any outstanding notices or orders?

18. (a) To whom do the boundary fences belong?
  (b) Are there any party walls?
  (c) If the answer to Requisition (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* or the *Encroachment of Buildings Act 1922*?

Affectations

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

20. 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?

21. 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?

22. (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?

23. 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

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

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/1326951

SEARCH DATE	TIME	EDITION NO	DATE
12/8/2026	12:14 PM	2	12/8/2026

LAND

LOT 2 IN DEPOSITED PLAN 1326951
AT RAYMOND TERRACE
LOCAL GOVERNMENT AREA PORT STEPHENS
PARISH OF ELDON COUNTY OF GLOUCESTER
TITLE DIAGRAM DP1326951

(TZ AW368280)

SECOND SCHEDULE (7 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 DP1231351 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
3 DP1235327 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
4 DP1235327 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
5 DP1235327 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
6 AU110341 MORTGAGE TO MACQUARIE BANK LIMITED
7 DP1326951 CROSS EASEMENTS FOR PARTY WALLS (S. 88BB CONVEYANCING ACT, 1919) AFFECTING THE PARTY WALL(S) SHOWN IN THE TITLE DIAGRAM

NOTATIONS

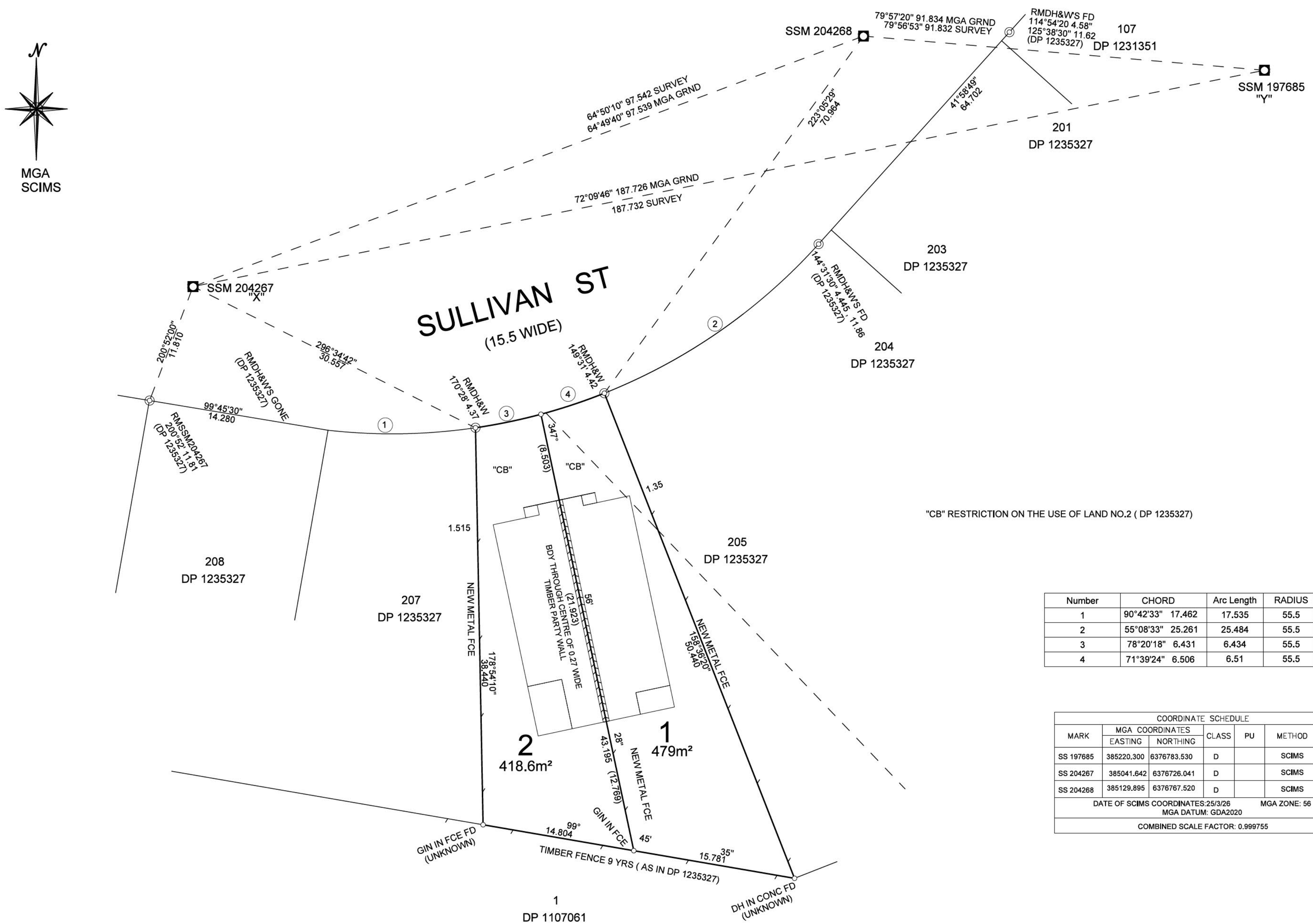
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

261915... PRINTED ON 12/8/2026

* Entries preceded by an asterisk do not appear on the former Certificate of Title abolished in 2021 or the current edition of Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.

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"CB" RESTRICTION ON THE USE OF LAND NO.2 (DP 1235327)

Number	CHORD	Arc Length	RADIUS
1	90°42'33" 17.462	17.535	55.5
2	55°08'33" 25.261	25.484	55.5
3	78°20'18" 6.431	6.434	55.5
4	71°39'24" 6.506	6.51	55.5

COORDINATE SCHEDULE						
MARK	MGA COORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
SS 197685	385220.300	6376783.530	D		SCIMS	FOUND
SS 204267	385041.642	6376726.041	D		SCIMS	FOUND
SS 204268	385129.895	6376767.520	D		SCIMS	FOUND
DATE OF SCIMS COORDINATES:25/3/26 MGA ZONE: 56 MGA DATUM: GDA2020						
COMBINED SCALE FACTOR: 0.999755						

Surveyor: CRAIG WILLS Date of Survey: 25/3/2026 Surveyor's Ref: 069_24	PLAN OF SUBDIVISION OF LOT 206 DP 1235327	LGA: PORT STEPHENS Locality: RAYMOND TERRACE Subdivision No: 2026/7 Lengths are in metres. Reduction Ration 1:250	Registered 30/06/2026	DP1326951

00 10 20 30 40 50 Table of mm 90 100 110 120 130 140 150

Req:R645003 /Doc:DP 1326951 P /Rev:30-Jun-2026 /NSW LRS /Prt:12-Aug-2026 15:24 /Seq:1 of 5
© Office of the Registrar-General /Src:TRISearch /Ref:261913

Plan Form 6_Digital (2024)

Deposited Plan Administration Sheet | Sheet 1 of 4

OFFICE USE ONLY

Registered 30/06/2026

DP1326951

Title System: TORRENS

LGA: PORT STEPHENS

LOCALITY: RAYMOND TERRACE

PARISH: ELDON

COUNTY: GLOUCESTER

PLAN OF SUBDIVISION OF LOT 206 IN DP1235327

Survey Certificate — Survey

I, Craig Wills, a surveyor registered under the Surveying and Spatial Information Act 2002, certify the following:

The land shown in this plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2024*,

The survey is accurate and complete.

Urban/Rural: URBAN

DATUM LINE: X-Y

Signature: Electronically signed via NSW LRS Connect by Craig Wills, dated 25/03/2026 10:06 AM.

Address: ADAMSTOWN HEIGHTS

Surveyor Identification No.: SU008900

Surveyor registered under the *Surveying and Spatial Information Act 2002.*

Crown Lands NSW/Western Lands Office Approval

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

Signature _____ Date _____

File Number _____ Office _____

Subdivision Certificate (Check One)

I, BRYN COTTERILL

- [x] Authorised Person
- [ ] General Manager
- [ ] Registered Certifier

certify that the provisions of 6.15 of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: B Cotterill

Endorsed by B.Cotterill electronically and witnessed by public official/s in accordance with section 14G of the Electronic Transactions Act 2000 No 8

Consent Authority: PORT STEPHENS COUNCIL

Date of Endorsement: 14/04/2026

Subdivision Certificate Number: 2026/7

File Number: 14-2024-368-1

Plans Used in the preparation of this compilation

DP1235327

Statement of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

Surveyor's Reference 069_24

Signatures, Seals and Section 88B Statements should appear on the following sheet(s)

Version 1 downloaded from NSW LRS Connect on 25/03/2026 10:06 AM

Plan Form 6_Digital (2024)	**Deposited Plan Administration Sheet**	Sheet 2 of 4
Registered 30/06/2026 OFFICE USE ONLY	**DP1326951**	

PLAN OF SUBDIVISION OF LOT 206 IN DP1235327

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

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

Subdivision Certificate Number

2026/7

Date of Endorsement

14 APRIL 2026

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
1		13	SULLIVAN	STREET	RAYMOND TERRACE
2		13A	SULLIVAN	STREET	RAYMOND TERRACE

Surveyor's Reference 069_24

Version 1 downloaded from NSW LRS Connect on 25/03/2026 10:06 AM

Plan Form 6_Digital (2024)	**Deposited Plan Administration Sheet**	Sheet 3 of 4
Registered 30/06/2026 OFFICE USE ONLY	DP1326951	

PLAN OF SUBDIVISION OF LOT 206 IN DP1235327

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

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

Subdivision Certificate Number

2026/7

Date of Endorsement

14 APRIL 2026

Name of Registered Proprietor:

Surveyor's Reference 069_24

Version 1 downloaded from NSW LRS Connect on 25/03/2026 10:08 AM

Plan Form 6_Digital (2024)	**Deposited Plan Administration Sheet**	Sheet 4 of 4
Registered 30/06/2026 OFFICE USE ONLY	**DP1326951**	

PLAN OF SUBDIVISION OF LOT 206 IN DP1235327

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

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

Subdivision Certificate Number

2026/7

Date of Endorsement

14 APRIL 2026

AU110341 MORTGAGE TO MACQUARIE BANK LIMITED

EXECUTED BY THE MORTGAGEE
(MACQUARIE BANK LIMITED) BY IT'S POWER OF ATTORNEY
LEGALSTREAM PTY LTD UNDER Book 4836 No. 126:

Brandon Lising-Rowlands
Solicitor

LEGAL COUNSEL

Bridget Boyle
11/3/26

WITNESS:
LEVEL 10, 201 ELIZABETH STREET SYDNEY NSW 2000

Surveyor's Reference 069_24

Version 1 downloaded from NSW LRS Connect on 25/03/2026 10:06 AM

PLAN FORM 2 (A2)

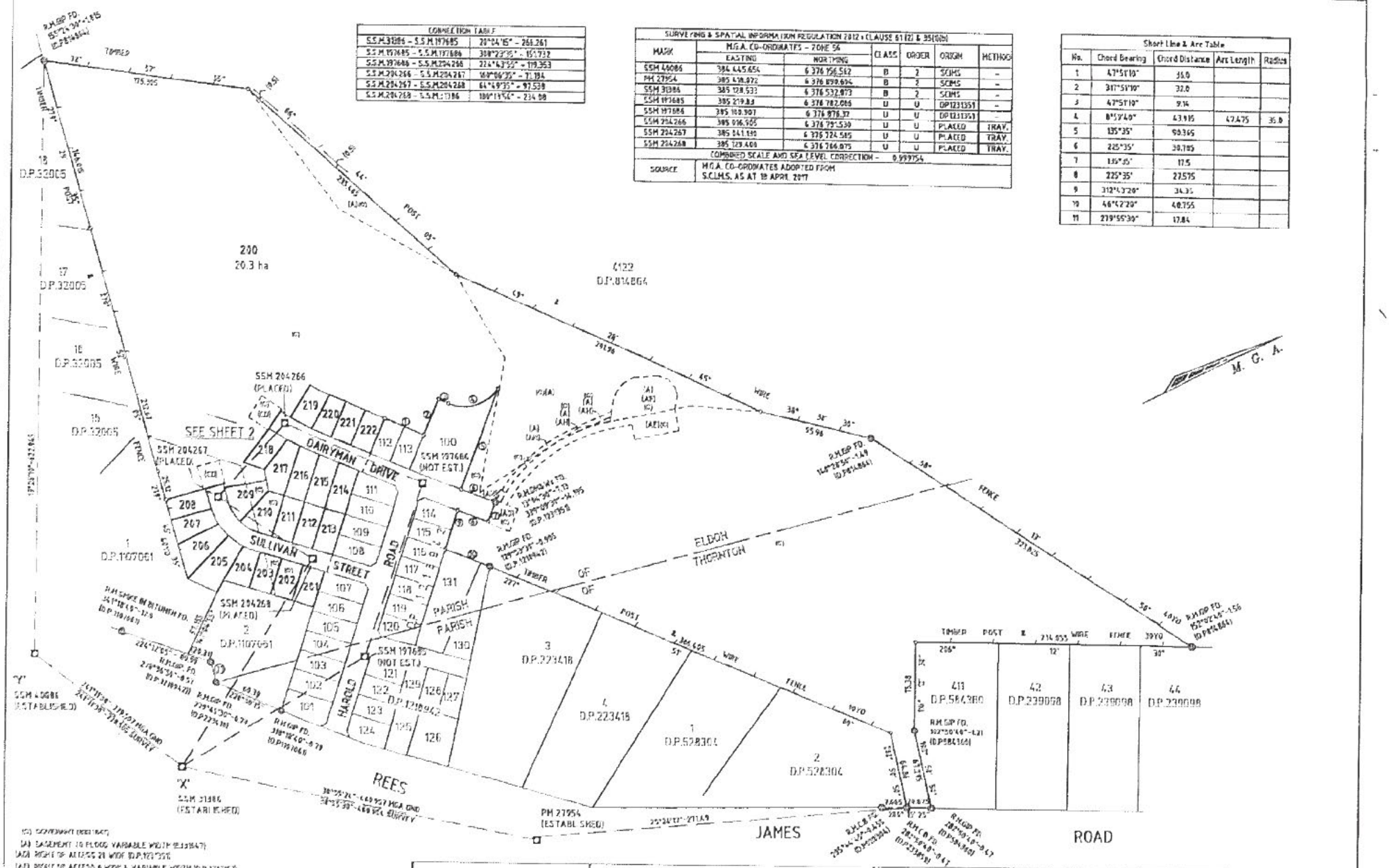
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SHEET 1 OF 2 SHEETS

CONNECTION TABLE	
S.S.M.31886 – S.S.M.197685	20°24'15" – 266.261
S.S.M.197685 – S.S.M.197686	338°23'35" – 151.732
S.S.M.197686 – S.S.M.204266	224°43'55" – 119.353
S.S.M.204266 – S.S.M.204267	169°06'35" – 71.194
S.S.M.204267 – S.S.M.204268	64°49'35" – 97.539
S.S.M.204268 – S.S.M.31886	186°19'50" – 234.88

SURVEYING & SPATIAL INFORMATION REGULATION 2012 - CLAUSE 61 (2) & 35(5)(b)						
MARK	MGA CO-ORDINATES - ZONE 56		CLASS	ORDER	ORIGIN	METHOD
	EASTING	NORTHING				
SSM 46086	384 445.654	6 376 156.542	B	2	SCIMS	-
PM 27954	385 438.872	6 376 859.634	B	2	SCIMS	-
SSM 31886	385 128.533	6 376 532.873	B	2	SCIMS	-
SSM 197685	385 219.83	6 376 782.086	U	U	DP1231351	-
SSM 197686	385 160.907	6 376 878.37	U	U	DP1231351	-
SSM 204266	385 016.905	6 376 791.530	U	U	PLACED	TRAV.
SSM 204267	385 041.190	6 376 724.585	U	U	PLACED	TRAV.
SSM 204268	385 129.409	6 376 766.875	U	U	PLACED	TRAV.
COMBINED SCALE AND SEA LEVEL CORRECTION = 0.999754						
SOURCE	MGA CO-ORDINATES ADOPTED FROM S.C.I.M.S. AS AT 19 APRIL 2017					

Short Line & Arc Table				
No.	Chord Bearing	Chord Distance	Arc Length	Radius
1	47°51'10"	35.0		
2	317°51'10"	32.0		
3	47°51'10"	9.14		
4	8°57'40"	43.935	47.475	35.0
5	135°35"	90.365		
6	225°35"	38.785		
7	135°35"	17.5		
8	225°35"	27.575		
9	312°43'20"	34.35		
10	46°42'20"	40.755		
11	279°55'30"	17.84		



(S1) COVENANT (DEED 847)
(A) EASEMENT TO FLOOD VARIABLE WIDTH (E.131847)
(A&B) RIGHT OF ACCESS 20 WIDE (D.P.1231351)
(A&C) RIGHT OF ACCESS 6 WIDE & VARIABLE WIDTH (D.P.1231351)
(A&D) EASEMENT FOR WASTE WATER FACILITIES (D.P.1231351)
(A&B) EASEMENT FOR PIPELINE 4 WIDE & VARIABLE (D.P.1231351)
(E2) RIGHT OF ACCESS 20 WIDE

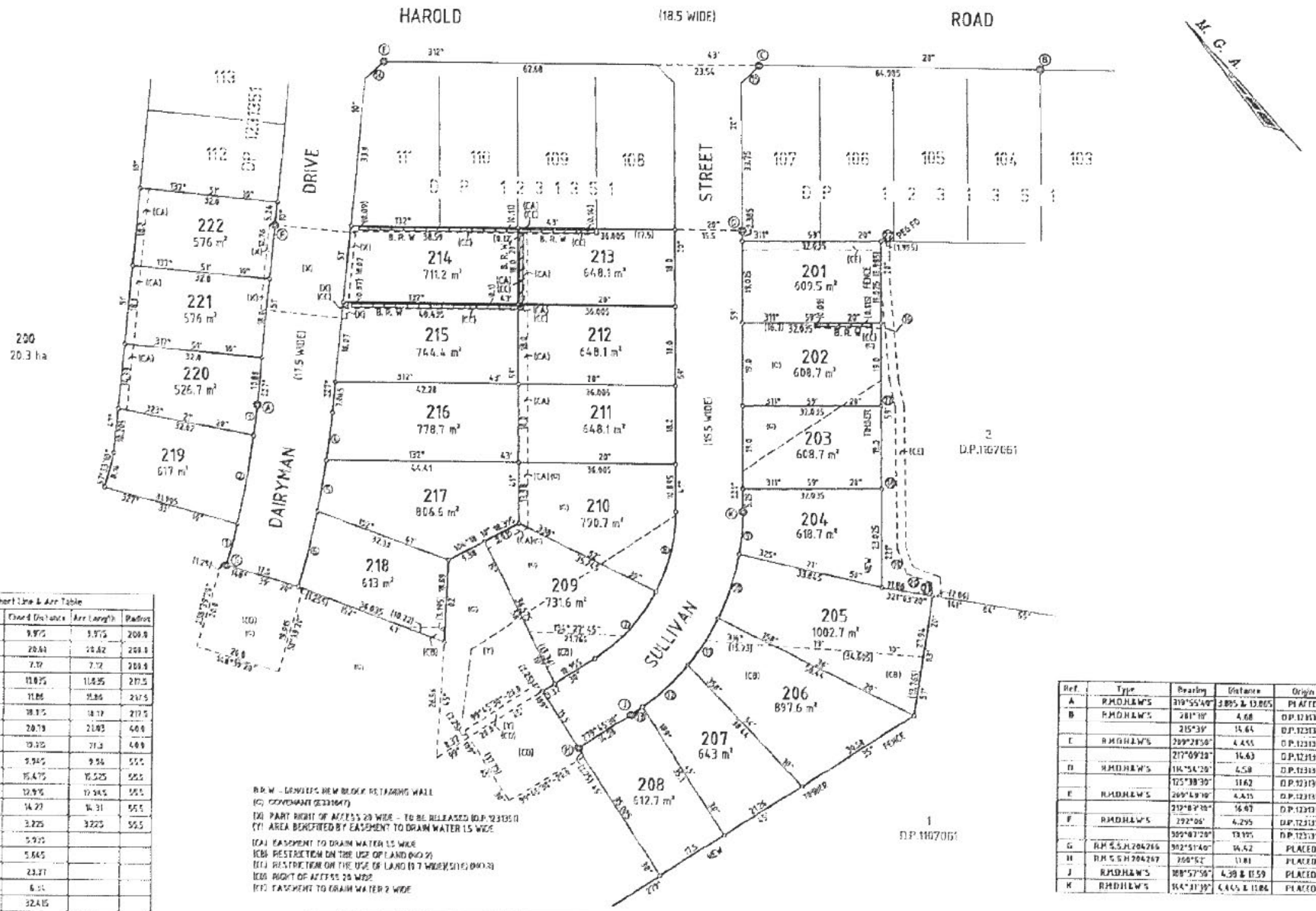
Surveyor: ALEX LASCELLES Date of Survey: 26TH APRIL 2017 Surveyor's Reference: 17251	PLAN OF SUBDIVISION OF LOT 116 D.P.1231351 & EASEMENT TO DRAIN WATER WITHIN LOT 2 D.P.1107061	LGA: PORT STEPHENS Locality: RAYMOND TERRACE Subdivision No: 2017/48 Lengths are in metres. Reduction Ratio 1:200	Registered 14.9.2017	DP1235327

Req:R373176 /Doc:DP 1235327 P /Rev:14-Sep-2017 /Sts:SC.OK /Pgs:ALL /Prt:15-Sep-2017 12:00 /Seq:1 of 6

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan SHEET 2 OF 2 SHEETS



B.R.W. – BOWERS REW BLOCK RETAINING WALL
(C) COVENANT (3331967)
(D) PART RIGHT OF ACCESS 20 WIDE – TO BE RELEASED (D.P.1231351)
(E) AREA BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE

(EA) EASEMENT TO DRAIN WATER 1.5 WIDE
(EB) RESTRICTION ON THE USE OF LAND (NO 2)
(EC) RESTRICTION ON THE USE OF LAND (17 WIDE SITE) (NO 3)
(ED) RIGHT OF ACCESS 20 WIDE
(EE) EASEMENT TO DRAIN WATER 2 WIDE

Short Line & Arc Table

No.	Chord Bearing	Chord Distance	Arc Length	Radius
1	57°03'48"	9.975	9.975	200.0
2	52°59'49"	20.61	20.62	200.0
3	48°52'20"	7.12	7.12	200.0
4	49°18'20"	11.835	11.835	217.5
5	52°19'20"	11.86	11.86	217.5
6	56°16'10"	18.95	18.97	217.5
7	64°51'50"	20.79	20.80	400.0
8	55°48'40"	19.95	21.3	400.0
9	47°07'40"	9.945	9.94	555
10	60°51'50"	15.475	15.525	555
11	74°58'40"	12.915	12.945	555
12	89°07'40"	14.27	14.31	555
13	98°05'40"	3.225	3.225	555
14	98°17'10"	5.935		
15	87°22'20"	5.845		
16	37°14'10"	23.37		
17	210°17'50"	6.35		
18	41°24'40"	32.415		
19	282°12'35"	6.315		
20	152°27'20"	6.18		
21	216°57'15"	3.805		
22	312°43'20"	2.945		

Ref.	Type	Bearing	Distance	Origin
A	R.M.O.H.&W.'S	319°55'40"	3.805 & 13.805	PLATTED
B	R.M.O.H.&W.'S	281°10'	4.68	D.P.1231351
		215°39'	14.64	D.P.1231351
C	R.M.O.H.&W.'S	299°28'50"	4.455	D.P.1231351
		217°09'20"	14.63	D.P.1231351
D	R.M.O.H.&W.'S	114°54'20"	4.58	D.P.1231351
		125°38'30"	11.62	D.P.1231351
E	R.M.O.H.&W.'S	209°49'10"	4.435	D.P.1231351
		212°09'10"	14.67	D.P.1231351
F	R.M.O.H.&W.'S	292°06'	4.295	D.P.1231351
		209°07'20"	13.935	D.P.1231351
G	R.M.S.S.H.284266	302°51'40"	14.62	PLACED
H	R.M.S.S.H.284267	260°52'	11.81	PLACED
J	R.M.O.H.&W.'S	308°57'50"	4.38 & 11.59	PLACED
K	R.M.O.H.&W.'S	154°31'30"	4.445 & 11.86	PLACED

Surveyor:	ADEY LAWRENCE
Date of Survey:	24TH APRIL 2017
Surveyor's Reference:	17251

PLAN OF SUBDIVISION OF LOT 116 D.P.1231351 & EASEMENT TO DRAIN WATER WITHIN LOT 2 D.P.1107061

LGA:	PORT STEPHENS
Locality:	RAYMOND TERRACE
Subdivision No:	2017/48
Lengths are in metres	Reduction Ratio 1:500

Registered: 14/9/2017

DP1235327

Req:R371776 /Doc:DP 1235327 P /Rev:14-Sep-2017 /Sts:SC.OK /Pgs:ALL /Prt:15-Sep-2017 12:00 /Seq:2 of 6
Ref: /Src:D

10 20 30 40 50 60 70 80 90 100 110 200 300 400 500 Table of mm

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

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Office Use Only

Registered: 14.9.2017

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1235327

PLAN OF SUBDIVISION OF LOT 116 D.P.1231351 & EASEMENT TO DRAIN WATER WITHIN LOT 2 D.P.1107061

LGA: PORT STEPHENS

Locality: RAYMOND TERRACE

Parish: ELDON/THORNTON

County: GLOUCESTER

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, BRYN COTTERILL

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

Signature: .....

~~Accreditation number~~: .....

Consent Authority: PORT STEPHENS COUNCIL

Date of endorsement: 17 AUGUST 2017

Subdivision Certificate number: 2017/48

File number: 16.2013-707-5

*Strike through if inapplicable

Survey Certificate

I, ALEX LASCELLES

of Delfs Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292

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

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 24th April 2017

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

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

Signature: A. Lascelles Dated: 23/7/17

Surveyor ID: 8697

Datum Line: 'X' - 'Y'

Type: *Urban/~~*Rural~~

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

* Strike through if inapplicable

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

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

IT IS INTENDED TO DEDICATE THE EXTENSION OF SULLIVAN STREET & DAIRYMAN DRIVE TO THE PUBLIC AS PUBLIC ROAD.

Plans used in the preparation of survey/compilation

D.P.223418 D.P.1107061 D.P.814864
D.P.584360 D.P.1218942

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 17201

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

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Office Use Only

Registered 14.9.2017

Office Use Only

DP1235327

PLAN OF SUBDIVISION OF LOT 116 D.P.1231351 & EASEMENT TO DRAIN WATER WITHIN LOT 2 D.P.1107061

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

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

Subdivision Certificate number : 2017/148

Date of Endorsement : 17 August 2017

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (CA)
2. RESTRICTION ON THE USE OF LAND (CB)
3. RESTRICTION ON THE USE OF LAND (0.7 WIDE) (CC)
4. RIGHT OF ACCESS 20 WIDE (CD)
5. EASEMENT TO DRAIN WATER 2 WIDE (CE)
6. POSITIVE COVENANT
7. RESTRICTIONS ON THE USE OF LAND
8. RESTRICTIONS ON THE USE OF LAND

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

1. PART RIGHT OF ACCESS 20 WIDE (DP.1231351)

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
200	31	DAIRYMAN	DRIVE	RAYMOND TERRACE
201	3	SULLIVAN	STREET	RAYMOND TERRACE
202	5	SULLIVAN	STREET	RAYMOND TERRACE
203	7	SULLIVAN	STREET	RAYMOND TERRACE
204	9	SULLIVAN	STREET	RAYMOND TERRACE
205	11	SULLIVAN	STREET	RAYMOND TERRACE
206	13	SULLIVAN	STREET	RAYMOND TERRACE
207	15	SULLIVAN	STREET	RAYMOND TERRACE
208	17	SULLIVAN	STREET	RAYMOND TERRACE
209	12	SULLIVAN	STREET	RAYMOND TERRACE
210	10	SULLIVAN	STREET	RAYMOND TERRACE
211	8	SULLIVAN	STREET	RAYMOND TERRACE
212	6	SULLIVAN	STREET	RAYMOND TERRACE
213	4	SULLIVAN	STREET	RAYMOND TERRACE
214	36	DAIRYMAN	DRIVE	RAYMOND TERRACE
215	34	DAIRYMAN	DRIVE	RAYMOND TERRACE
216	32	DAIRYMAN	DRIVE	RAYMOND TERRACE
217	30	DAIRYMAN	DRIVE	RAYMOND TERRACE
218	28	DAIRYMAN	DRIVE	RAYMOND TERRACE
219	33	DAIRYMAN	DRIVE	RAYMOND TERRACE
220	35	DAIRYMAN	DRIVE	RAYMOND TERRACE
221	37	DAIRYMAN	DRIVE	RAYMOND TERRACE
222	39	DAIRYMAN	DRIVE	RAYMOND TERRACE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17201

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

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Office Use Only

Registered 14.9.2017

Office Use Only

DP1235327

PLAN OF SUBDIVISION OF LOT 116 D.P.1231351 & EASEMENT TO DRAIN WATER WITHIN LOT 2 D.P.1107061

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

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

Subdivision Certificate number : 2017/48

Date of Endorsement : 17 AUGUST 2017

CAROL JOY MOXEY

Executed by **McCloy Raymond Terrace PTY LTD** **ABN 99 169 323 415** in accordance with Section 127 of the Corporations Act.

Director
Print Name: BRIAN SWAINE

Director
Print Name: JAMES GOODE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17201

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

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Office Use Only

Registered 14.9.2017

Office Use Only

DP1235327

PLAN OF SUBDIVISION OF LOT 116 D.P.1231351 & EASEMENT TO DRAIN WATER WITHIN LOT 2 D.P.1107061

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

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

Subdivision Certificate number : 2017/48

Date of Endorsement : 17 AUGUST 2017

Mortgage under Mortgage No AM53139
Signed at CHARLESTOWN this 28th day
of August 2017 for National
Australia Bank Limited ABN 12 004 044 937
by HARRY NORMAN ULLER
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

Signature of Witness/Bank Officer

JARROD GLOVER
ASSOCIATE

Print name of Witness/Bank Officer

Level 1, 6 Chapman Street
Charlestown, NSW 2290

Address of Witness/Bank Officer

Signature of Attorney (Level 2 Attorney)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17201

Req:R150620 /Doc:DP 1235327 B /Rev:14-Sep-2017 /NSW LRS /Pgs:ALL /Prt:26-Mar-2024 10:17 /Seq:1 of 6
© Office of the Registrar-General /Src:TRISearch /Ref:231070

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Plan: DP1235327

Plan of Subdivision of Lot 116 D.P.1231351& Easement to Drain Water within Lot 2 D.P.1107061 covered by Subdivision Certificate No. 2017/48 dated 17 AUGUST 2017

Full name and address of the owner of the land:

Carol Joy Moxey
40 Rees James Road
Raymond Terrace NSW 2324

Full name and address of the mortgagees of the land:

National Australia Bank
Suite 1, Level 1, 6 Chapman St
Charlestown NSW 2290

McCloy Raymond Terrace Pty Limited
Suite 1, Level 3, 426 King Street,
Newcastle West NSW 2300

Part 1

Number of item shown in the intention panel on the plan	Identity of easement, profit a pendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide (CA)	209 210 211 212 213 220 221 222	Part lot 200 209, Part lot 200 210, 209, Part lot 200 211, 210, 209, Part lot 200 212, 211, 210, 209, Part lot 200 219 220, 219 221, 220, 219
2	Restriction on the use of land (CB)	Part lot 205, Part lot 206, 207, 208, Part lot 209, Part lot 218	Port Stephens Council
3	Restriction on the use of land (0.7 wide) (CC)	202, 212, 213, 214, 215	Port Stephens Council
4	Right of Access 20 wide (CD)	200	Port Stephens Council
5	Easement to Drain Water 2 wide (CE)	2/1107061 201	1/1107061 2/1107061, 1/1107061

Req:R150620 /Doc:DP 1235327 B /Rev:14-Sep-2017 /NSW LRS /Pgs:ALL /Prt:26-Mar-2024 10:17 /Seq:2 of 6
© Office of the Registrar-General /Src:TRISearch /Ref:231070

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Plan: DP1235327

Plan of Subdivision of Lot 116 D.P.1231351& Easement to Drain Water within Lot 2 D.P.1107061 covered by Subdivision Certificate No. 2017/48 dated 17 AUGUST 2017

6	Positive Covenant	200	Port Stephens Council
7	Restrictions on the use of land	Lots 201 -222 Inclusive	Port Stephens Council
8	Restrictions on the use of land	Lots 201 -222 Inclusive	Every other lot except lot 200

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit a pendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Part Right of Access 20 wide (AD) (vide DP 1231351)	116 DP 1231351	Port Stephens Council

Part 2 (Terms)

Terms of easement, profit a prendre, restriction, or positive covenant numbered 2 in the plan:

No residential building, including buildings erected as complying development, shall be constructed upon the lots so burdened unless it meets the site acceptability and indoor design sound level requirements of AS 2021-2000 as per Port Stephens Council's adopted Development Control Plan. All lots identified are subject to ANEF2025 and shall require the submission of an Acoustic Report with any future development application for a dwelling or dwellings to Council.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 3 in the plan:

No structure shall be constructed or allowed to remain erected within the area described in the plan provided however this restriction shall:

a) Not apply to retaining walls constructed with the consent of Port Stephens Council.

b) This restriction does not apply to overhangs, such as eaves that a located a minimum of 2.8 metres above ground level.

Req:R150620 /Doc:DP 1235327 B /Rev:14-Sep-2017 /NSW LRS /Pgs:ALL /Prt:26-Mar-2024 10:17 /Seq:3 of 6
© Office of the Registrar-General /Src:TRISearch /Ref:231070

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Plan: DP1235327

Plan of Subdivision of Lot 116 D.P.1231351& Easement to Drain Water within Lot 2 D.P.1107061 covered by Subdivision Certificate No. 2017/48 dated 17 AUGUST 2017

Terms of easement, profit a prendre, restriction, or positive covenant numbered 6 in the plan:

The Proprietor for the time being of the lot containing the area shall maintain the ground fuel/understorey to a level of 6 tonnes/hectare or less.

In the event that the Port Stephens Council approves a residential subdivision on any part of the land burdened by this covenant and the subdivision is registered as a deposited plan in the offices of the Land and Property Information, NSW, then that land comprised of the residential lots thereby created, shall cease to be burdened by this covenant, without the need for any formal release or variation of this covenant. PROVIDED THAT should a Proprietor of a residential lot previously burdened make application to the Port Stephens Council for a release, Port Stephens Council shall execute a release in registerable form.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 7 in the plan:

(a) No fencing or roofing materials shall be lightly coloured and/or highly reflective.

(b) All lots shall be managed in perpetuity as an inner protection area (IPA).

(c) All lots adjoining existing neighbouring properties (Lot 2 DP 1107061 and Lot 1 DP 1107061) shall provide timber fencing on the boundaries of those lots.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 8 in the plan:

(a) No single level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or granosited Harditex provided that the proportion of brick and/or brick veneer and/or granosited Harditex shall not be less than 70% of the total area of the external walls (excluding window and door areas). No double level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or granosited Harditex which shall not be less than 50% of the total area of the external walls (excluding window and door areas).

(b) No main buildings shall be erected or permitted to remain erected on any lot burdened, having a total internal floor area of less than 140 square metres exclusive of car accommodation, external landings and patios.

(c) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.

Req:R150620 /Doc:DP 1235327 B /Rev:14-Sep-2017 /NSW LRS /Pgs:ALL /Prt:26-Mar-2024 10:17 /Seq:4 of 6
© Office of the Registrar-General /Src:TRISearch /Ref:231070

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Plan: DP1235327

Plan of Subdivision of Lot 116 D.P.1231351& Easement to Drain Water within Lot 2 D.P.1107061 covered by Subdivision Certificate No. 2017/48 dated 17 AUGUST 2017

(d) No noxious, noisesome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.

(e) No fence shall be erected on any lot burdened to divide it from any adjoining land owned by Carol Joy Moxey without the prior written consent of McCloy Raymond Terrace Pty Limited its successors or assigns other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to Carol Joy Moxey and/or McCloy Raymond Terrace Pty Limited its successors or assigns and is doubled lapped and capped timber fence or Colorbond metal fence finished in Woodland Grey Colorbond colour. In favour of any person dealing with the transferees Carol Joy Moxey its successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. This covenant in regard to fencing shall be binding on the registered proprietor of any lot burdened, his executors, administrators and assigns only during the ownership of the said adjoining land by Carol Joy Moxey, its successors or assigns other than purchasers on sale.

(f) No fence shall be erected or be permitted to remain erected on any Lot burdened closer to any street than the house building line required by the Port Stephens Council, except for a corner lot where one fence can be erected on the boundary.

(g) No building shall be erected or permitted to remain erected on any Lot burdened having a roof of other than tiles, slate, shingles or Colorbond non-flat metal material and of a natural earth tone.

(h) No building shall be erected, or be permitted to remain erected, or occupied by any person, corporation Government or semi-government instrumentality for the purpose of public housing.

(i) No building shall be erected or be permitted to remain erected on any Lot burdened with a solar hot water service unless the storage tank is located within the building or at the rear of the building at ground level.

(j) Not more than one residence shall be erected or be permitted to remain erected on any Lot except for the incorporation in the main building of a granny flat in accordance with the relevant local Council provisions.

(k) No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one (1) year from the date of transfer by McCloy Raymond Terrace Pty Limited without the prior written consent of McCloy Raymond Terrace Pty Limited.

(l) 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 capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened.

Req:R150620 /Doc:DP 1235327 B /Rev:14-Sep-2017 /NSW LRS /Pgs:ALL /Prt:26-Mar-2024 10:17 /Seq:5 of 6
© Office of the Registrar-General /Src:TRISearch /Ref:231070

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Plan: DP1235327

Plan of Subdivision of Lot 116 D.P.1231351& Easement to Drain Water within Lot 2 D.P.1107061 covered by Subdivision Certificate No. 2017/148 dated 17 AUGUST 2017

(m) No mobile home or temporary or permanent moveable improvements including a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on, or used for residential purposes on any lot burdened.

Name of person empowered to release, vary or modify restriction, easement or positive covenant numbered 1, 2, 3, 4, 5, 6 and 7 in the plan.

Port Stephens Council

Name of person empowered to release, vary or modify restriction, easement or positive covenant numbered 8 in the plan.

McCloy Raymond Terrace Pty Limited, during the period ending 3 years from the date of registration of this plan, thereafter the proprietor of the lots in the plan having common boundaries with the proprietor of the lot seeking to release, vary or modify the restriction.

PORT STEPHENS COUNCIL by its authorised delegate pursuant to s.377 Local Government Act 1993)

Signature of delegate

BRYN COTTERILL

Name of delegate (BLOCK LETTERS)

I certify that I am an eligible witness and that the delegate signed in my presence

O. SCOTT

Signature of Witness

OLIVIA SCOTT

Name of Witness (BLOCK LETTERS)

116 ADELAIDE STREET

RAYMOND TERRACE

Address of Witness (BLOCK LETTERS)

Req:R150620 /Doc:DP 1235327 B /Rev:14-Sep-2017 /NSW LRS /Pgs:ALL /Prt:26-Mar-2024 10:17 /Seq:6 of 6
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Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Plan: DP1235327

Plan of Subdivision of Lot 116 D.P.1231351& Easement to Drain Water within Lot 2 D.P.1107061 covered by Subdivision Certificate No. 2017/48 dated 17 AUGUST 2017

Executed by **Carol Joy Moxey**

.....
Signature of Witness

THOMAS EVANS
.....
Name of Witness

73 BOLWARRA ROAD
BOLWARRA NSW 2320
.....
Address of Witness

Executed by **McCloy Raymond Terrace PTY LIMITED** **ABN 99 169 323 415** in accordance with Section 127 of the Corporations Act.

.....
Director
Print Name:

.....
Director
Print Name: JAMES COODE

Mortgage under Mortgage No AM 53139)
Signed at CHARLESTOWN this 28th day)
of AUGUST 2017 for National)
Australia Bank Limited ABN 12 004 044 937)
by GARRY NORMAN GREEN)
its duly appointed Attorney under Power of)
Attorney No. 39 Book 4512

.....
Signature of Witness/Bank Officer

JARROD GLOVER
ASSOCIATE
.....
Print name of Witness/Bank Officer

Level 1, 6 Chapman Street
Charlestown, NSW 2290
.....
Address of Witness/Bank Officer

.....
Signature of Attorney (Level 2 Attorney)

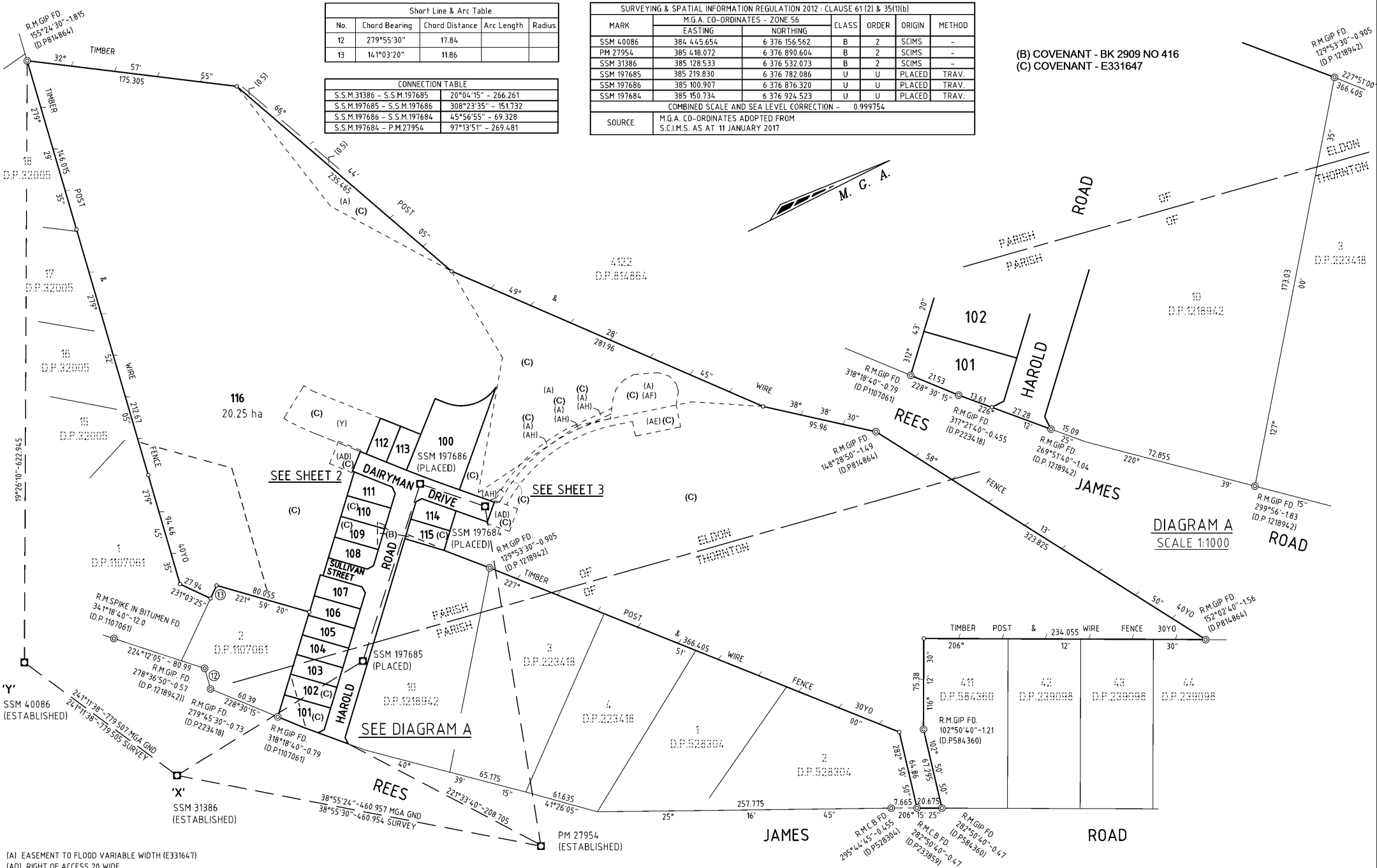
REGISTERED 14.9.2017

Short Line & Arc Table				
No.	Chord Bearing	Chord Distance	Arc Length	Radius
12	279°55'30"	17.84		
13	141°03'20"	11.86		

CONNECTION TABLE	
S.S.M.31386 - S.S.M.197685	20°04'15" - 266.261
S.S.M.197685 - S.S.M.197686	308°23'35" - 151.732
S.S.M.197686 - S.S.M.197684	45°56'55" - 69.328
S.S.M.197684 - P.M.27954	97°13'51" - 269.481

SURVEYING & SPATIAL INFORMATION REGULATION 2012 : CLAUSE 61 (2) & 35(1)(b)						
MARK	M.G.A. CO-ORDINATES - ZONE 56		CLASS	ORDER	ORIGIN	METHOD
	EASTING	NORTHING				
SSM 40086	384 445.654	6 376 156.562	B	2	SCIMS	-
PM 27954	385 418.072	6 376 890.604	B	2	SCIMS	-
SSM 31386	385 128.533	6 376 532.073	B	2	SCIMS	-
SSM 197685	385 219.830	6 376 782.086	U	U	PLACED	TRAV.
SSM 197686	385 100.907	6 376 876.320	U	U	PLACED	TRAV.
SSM 197684	385 150.734	6 376 924.523	U	U	PLACED	TRAV.
COMBINED SCALE AND SEA LEVEL CORRECTION - 0.999754						
SOURCE	M.G.A. CO-ORDINATES ADOPTED FROM S.C.I.M.S. AS AT 11 JANUARY 2017					

(B) COVENANT - BK 2909 NO 416
(C) COVENANT - E331647



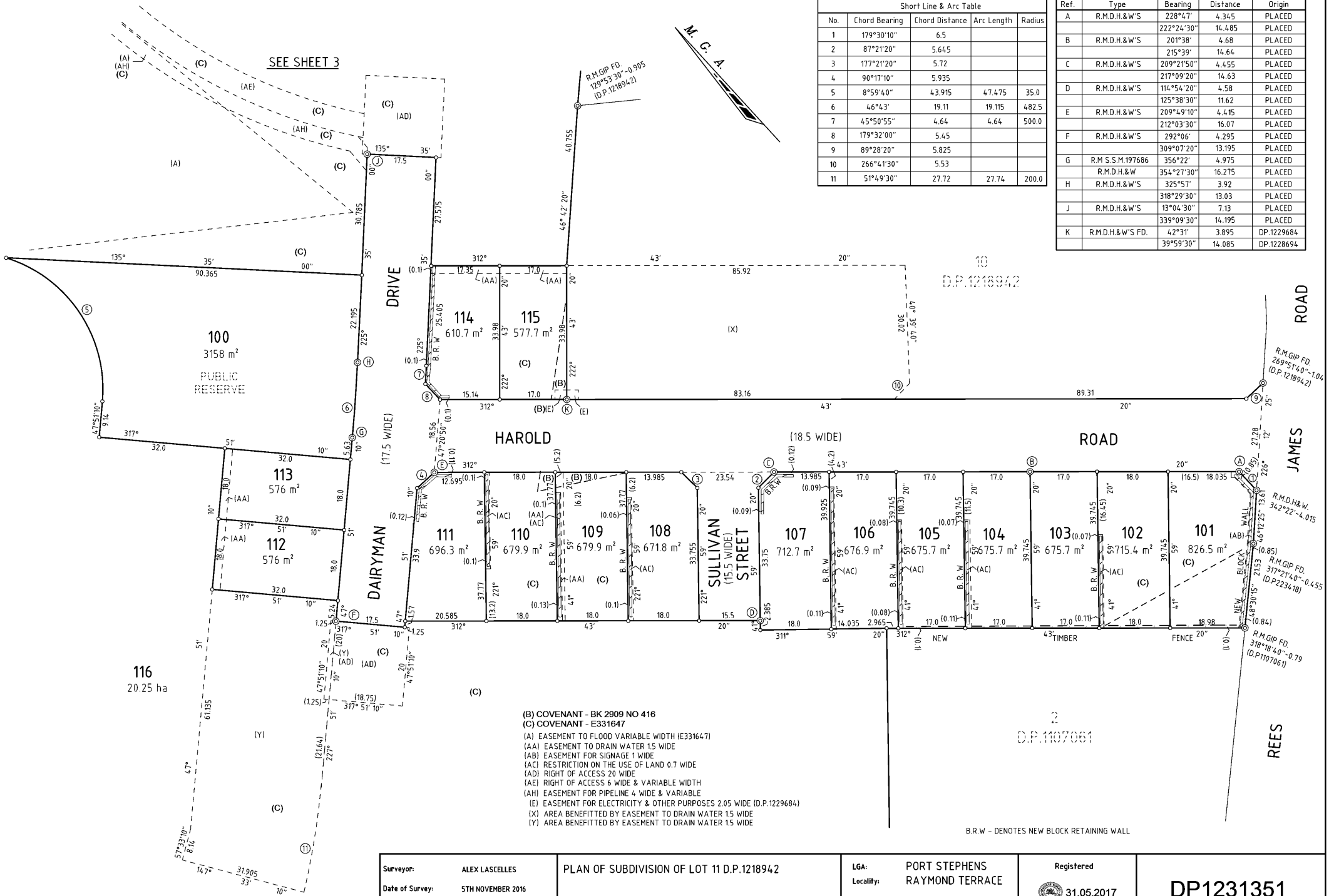
(A) EASEMENT TO FLOOD VARIABLE WIDTH (E331647)
(AD) RIGHT OF ACCESS 20 WIDE
(AE) RIGHT OF ACCESS 6 WIDE & VARIABLE WIDTH
(AF) EASEMENT FOR WASTE WATER FACILITIES
(AH) EASEMENT FOR PIPELINE 4 WIDE & VARIABLE

(Y) AREA BENEFITTED BY EASEMENT TO DRAIN WATER 1.5 WIDE

Surveyor: ALEX LASCELLES Date of Survey: 5TH NOVEMBER 2016 Surveyor's Reference: 16256	PLAN OF SUBDIVISION OF LOT 11 D.P.1218942	LGA: PORT STEPHENS Locality: RAYMOND TERRACE Subdivision No: 2017/16 Lengths are in metres. Reduction Ratio 1:2000	Registered 31.05.2017	DP1231351

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

Req:R926159 /Doc:DP 1231351 P /Rev:31-May-2017 /NSW LRS /Pgs:ALL /Prt:26-Mar-2026 15:19 /Seq:1 of 8
© Office of the Registrar-General /Src:TRISearch /Ref:260682



Short Line & Arc Table				
No.	Chord Bearing	Chord Distance	Arc Length	Radius
1	179°30'10"	6.5		
2	87°21'20"	5.645		
3	177°21'20"	5.72		
4	90°17'10"	5.935		
5	8°59'40"	43.915	47.475	35.0
6	46°43'	19.11	19.115	482.5
7	45°50'55"	4.64	4.64	500.0
8	179°32'00"	5.45		
9	89°28'20"	5.825		
10	266°41'30"	5.53		
11	51°49'30"	27.72	27.74	200.0

Ref.	Type	Bearing	Distance	Origin
A	R.M.D.H.&W'S	228°47'	4.345	PLACED
		222°24'30"	14.485	PLACED
B	R.M.D.H.&W'S	201°38'	4.68	PLACED
		215°39'	14.64	PLACED
C	R.M.D.H.&W'S	209°21'50"	4.455	PLACED
		217°09'20"	14.63	PLACED
D	R.M.D.H.&W'S	114°54'20"	4.58	PLACED
		125°38'30"	11.62	PLACED
E	R.M.D.H.&W'S	209°49'10"	4.415	PLACED
		212°03'30"	16.07	PLACED
F	R.M.D.H.&W'S	292°06'	4.295	PLACED
		309°07'20"	13.195	PLACED
G	R.M S.S.M.197686	356°22'	4.975	PLACED
	R.M.D.H.&W	354°27'30"	16.275	PLACED
H	R.M.D.H.&W'S	325°57'	3.92	PLACED
		318°29'30"	13.03	PLACED
J	R.M.D.H.&W'S	13°04'30"	7.13	PLACED
		339°09'30"	14.195	PLACED
K	R.M.D.H.&W'S FD.	42°31'	3.895	DP.1229684
		39°59'30"	14.085	DP.1228694

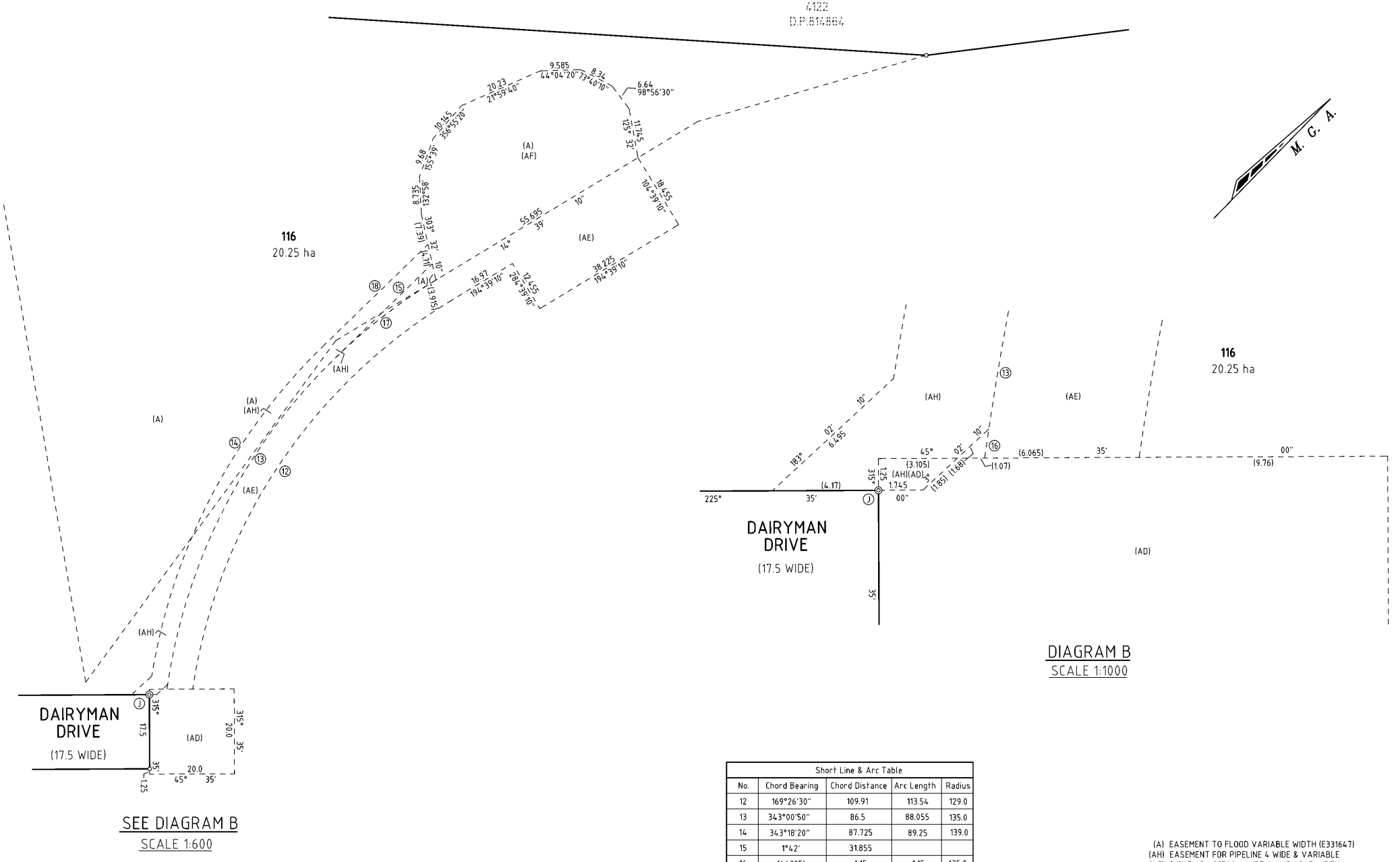
(B) COVENANT - BK 2909 NO 416
(C) COVENANT - E331647
(A) EASEMENT TO FLOOD VARIABLE WIDTH (E331647)
(AA) EASEMENT TO DRAIN WATER 1.5 WIDE
(AB) EASEMENT FOR SIGNAGE 1 WIDE
(AC) RESTRICTION ON THE USE OF LAND 0.7 WIDE
(AD) RIGHT OF ACCESS 20 WIDE
(AE) RIGHT OF ACCESS 6 WIDE & VARIABLE WIDTH
(AH) EASEMENT FOR PIPELINE 4 WIDE & VARIABLE
(E) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE (D.P.1229684)
(X) AREA BENEFITTED BY EASEMENT TO DRAIN WATER 1.5 WIDE
(Y) AREA BENEFITTED BY EASEMENT TO DRAIN WATER 1.5 WIDE

B.R.W – DENOTES NEW BLOCK RETAINING WALL

Surveyor: ALEX LASCELLES Date of Survey: 5TH NOVEMBER 2016 Surveyor's Reference: 16256	PLAN OF SUBDIVISION OF LOT 11 D.P.1218942	LGA: PORT STEPHENS Locality: RAYMOND TERRACE Subdivision No: 2017/16 Lengths are in metres. Reduction Ratio 1:600	Registered 31.05.2017	DP1231351

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

Req:R926159 /Doc:DP 1231351 P /Rev:31-May-2017 /NSW LRS /Pgs:ALL /Prt:26-Mar-2026 15:19 /Seq:2 of 8
© Office of the Registrar-General /Src:TRISearch /Ref:260682



Short Line & Arc Table				
No.	Chord Bearing	Chord Distance	Arc Length	Radius
12	169°26'30"	109.91	113.54	129.0
13	343°00'50"	86.5	88.055	135.0
14	343°18'20"	87.725	89.25	139.0
15	1°42'	31.855		
16	144°05'	1.15	1.15	135.0
17	8°04'15"	29.97	30.035	135.0
18	1°42'	34.335		

(A) EASEMENT TO FLOOD VARIABLE WIDTH (E331647)
(AH) EASEMENT FOR PIPELINE 4 WIDE & VARIABLE
(AE) RIGHT OF ACCESS 6 WIDE & VARIABLE WIDTH
(AF) EASEMENT FOR WASTE WATER FACILITIES
(AD) RIGHT OF ACCESS 20 WIDE

Surveyor: ALEX LASCELLES Date of Survey: 5TH NOVEMBER 2016 Surveyor's Reference: 16256	PLAN OF SUBDIVISION OF LOT 11 D.P.1218942	LGA: PORT STEPHENS Locality: RAYMOND TERRACE Subdivision No: 2017/16 Lengths are in metres. Reduction Ratio 1:600	Registered 31.05.2017	DP1231351

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

Req:R926159 /Doc:DP 1231351 P /Rev:31-May-2017 /NSW LRS /Pgs:ALL /Prt:26-Mar-2026 15:19 /Seq:3 of 8
© Office of the Registrar-General /Src:TRISearch /Ref:260682

Req:R926159 /Doc:DP 1231351 P /Rev:31-May-2017 /NSW LRS /Pgs:ALL /Prt:26-Mar-2026 15:19 /Seq:4 of 8
© Office of the Registrar-General /Src:TRISearch /Ref:260682

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

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 31.05.2017

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1231351

PLAN OF SUBDIVISION OF LOT 11 D.P.1218942

LGA: PORT STEPHENS

Locality: RAYMOND TERRACE

Parish: ELDON & THORNTON

County: GLOUCESTER

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Survey Certificate

I, ALEX LASCELLES

of Delfs Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292

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

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 5th November 2016

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

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

Signature: A. Lascelles Dated: 5/3/17

Surveyor ID: 8697

Datum Line: 'X' - 'Y'

Type: *Urban/~~*Rural~~

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

* Strike through if inapplicable

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

Subdivision Certificate

I, BRYN COTTERILL

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

Signature: .....

Accreditation number: .....

Consent Authority: PORT STEPHENS COUNCIL

Date of endorsement: 5 APRIL 2017

Subdivision Certificate number: 2017/16

File number: 16-2013-707-5

*Strike through if inapplicable

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

IT IS INTENDED TO DEDICATE HAROLD ROAD, SULLIVAN STREET & DAIRYMAN DRIVE TO THE PUBLIC AS PUBLIC ROAD.

IT IS INTENDED TO DEDICATE LOT 100 TO THE PUBLIC AS PUBLIC RESERVE.

Plans used in the preparation of survey/compilation

D.P.223418 D.P.1107061 D.P.814864
D.P.584360 D.P.1218942

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 16256

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

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered 31.05.2017

Office Use Only

DP1231351

PLAN OF SUBDIVISION OF LOT 11 D.P.1218942

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

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

Subdivision Certificate number : 2017/16

Date of Endorsement : 5 APRIL 2017

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (AA)
2. EASEMENT FOR SIGNAGE 1 WIDE (AB)
3. RESTRICTION ON THE USE OF LAND 0.7 WIDE (AC)
4. TEMPORARY RIGHT OF ACCESS 20 WIDE (AD)
5. TEMPORARY RIGHT OF ACCESS 6 WIDE & VARIABLE WIDTH (AE)
6. EASEMENT FOR WASTE WATER FACILITIES (AF)
7. POSITIVE COVENANT
8. EASEMENT FOR PIPELINE 4 WIDE & VARIABLE (AH)
9. RESTRICTIONS ON THE USE OF LAND
10. RESTRICTIONS ON THE USE OF LAND

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
100	45	DAIRYMAN	DRIVE	RAYMOND TERRACE
101	1	HAROLD	ROAD	RAYMOND TERRACE
102	3	HAROLD	ROAD	RAYMOND TERRACE
103	5	HAROLD	ROAD	RAYMOND TERRACE
104	7	HAROLD	ROAD	RAYMOND TERRACE
105	9	HAROLD	ROAD	RAYMOND TERRACE
106	11	HAROLD	ROAD	RAYMOND TERRACE
107	13	HAROLD	ROAD	RAYMOND TERRACE
108	15	HAROLD	ROAD	RAYMOND TERRACE
109	17	HAROLD	ROAD	RAYMOND TERRACE
110	19	HAROLD	ROAD	RAYMOND TERRACE
111	21	HAROLD	ROAD	RAYMOND TERRACE
112	41	DAIRYMAN	DRIVE	RAYMOND TERRACE
113	43	DAIRYMAN	DRIVE	RAYMOND TERRACE
114	22	HAROLD	ROAD	RAYMOND TERRACE
115	20	HAROLD	ROAD	RAYMOND TERRACE
116	3	SULLIVAN	STREET	RAYMOND TERRACE

If space is insufficient use additional annexure sheet

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- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number : 2017/16

Date of Endorsement : 5 APRIL 2017

EXECUTED BY: CAROL JOY MOXEY

Executed by **McCloy Raymond Terrace PTY LTD**
ABN 99 169 323 415 in accordance with
Section 127 of the Corporations Act.

.....
Director
Print Name: JAMES COOKE

.....
Director
Print Name: BRIAN SWAINE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16256

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- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number : 2017/16

Date of Endorsement : 5 APRIL 2017

EXECUTED BY: HUNTER WATER CORPORATION

Signed Sealed and Delivered for and on behalf of Hunter Water Corporation by Peter James Kembrey its duly constituted Attorney pursuant to Power of Attorney registered Book 4695 No. 750

Attorney Signature

Witness Signature

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16256

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PLAN OF SUBDIVISION OF LOT 11 D.P.1218942

Subdivision Certificate number : 2017/16

Date of Endorsement : 5 APRIL 2017

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

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

Mortgagee under Mortgage No AM 53139)
Signed at CHARLESTOWN this 28th day)
of APRIL 2017 for National)
Australia Bank Limited ABN 12 004 044 937)
by GARRY NORMAN GREEN)
its duly appointed Attorney under Power of)
Attorney No. 39 Book 4512

.....
Signature of Witness/Bank Officer

PETER CURRAN
.....
Print name of Witness/Bank Officer

Level 1, 6 Chapman Street
Charlestown, NSW 2290
.....
Address of Witness/Bank Officer

.....
Signature of Attorney (Level 2 Attorney)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16256

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ePlan

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Plan: DP1231351

Plan of Subdivision of Lot 11 D.P.1218942 covered by Subdivision Certificate No. 2017/16 dated 5 APRIL 2017

Full name and address of the owner of the land:

Carol Joy Moxey
40 Rees James Road
Raymond Terrace NSW 2324

Full name and address of the mortgagees of the land:

National Australia Bank
Suite 1, Level 1, 6 Chapman St
Charlestown NSW 2290

McCloy Raymond Terrace Pty Limited
Suite 1, Level 3, 426 King Street,
Newcastle West NSW 2300

Part 1

Number of item shown in the intention panel on the plan	Identity of easement, profit a pendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide (AA)	109 112 113 115 114	116 Part lot 116 112, Part lot 116 Part lot 10 DP 1218942 115, Part lot 10 DP 1218942
2	Easement for Signage 1 wide (AB)	101	Every other lot except lot 100 & lot 116
3	Restriction on the use of land 0.7 wide (AC)	102, 104, 105, 106, 108, 109, 110	Port Stephens Council
4	Right of Access 20 wide (AD)	116	Port Stephens Council
5	Right of Access 6 wide and variable width (AE)	116	Hunter Water Corporation ABN 46 228 513 446
6	Easement for Waste Water Facilities (AF)	116	Hunter Water Corporation ABN 46 228 513 446
7	POSITIVE COVENANT	116	Port Stephens Council

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Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Plan: DP1231351

Plan of Subdivision of Lot 11 D.P.1218942 covered by Subdivision Certificate No. 2017/16 dated 5 APRIL 2017

8	Easement for Pipeline 4 wide and variable (AH)	116	Hunter Water Corporation ABN 46 228 513 446
9	Restrictions on the use of land	Lots 101-115 Inclusive	Port Stephens Council
10	Restrictions on the use of land	Lots 101-115 Inclusive	Every other lot except lot 100 & lot 116

Part 2 (Terms)

Terms of easement, profit a prendre, restriction, or positive covenant numbered 2 in the plan:

(a) Full and free right for McCloy Raymond Terrace Pty Limited and its employees, assigns and agents to have an entrance feature erected within the easement and enter upon the land so designated to undertake repairs, maintenance and like services for the continued maintenance of the entrance feature.

(b) Except for the entrance feature at the date of registration of this instrument, no fence, landscaping or structure of any kind may be erected within the area designated on the plan (AB) without the written permission of McCloy Raymond Terrace Pty Limited.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 3 in the plan:

No structure shall be constructed or allowed to remain erected within the area described in the plan provided however this restriction shall:

a) Not apply to retaining walls constructed with the consent of Port Stephens Council.

b) This restriction does not apply to overhangs, such as eaves that a located a minimum of 2.8 metres above ground level.

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Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Plan: DP1231351

Plan of Subdivision of Lot 11 D.P.1218942 covered by Subdivision Certificate No. 2017/16 dated 5 APRIL 2017

Terms of easement, profit a prendre, restriction, or positive covenant numbered 6 in the plan:

Full and free right title liberty and licence for the Hunter Water Corporation its successors and assigns TO CONSTRUCT lay maintain repair renew cleanse inspect replace and alter or divert the position of a Waste Water Pumping Station, sewer mains or pipelines for the conveyance of sewage or water, cable or wires to convey electricity either overhead or underground or both with all apparatus and appurtenances thereof in or under the surface of such part of the land described hereinafter as is delineated in the abovementioned plan (hereinafter called the servient tenement) and to carry and convey sewage through the said sewage pumping station 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 the surface of the said servient tenement in a proper and workmanlike manner as soon as the operations are completed.

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

Terms of easement, profit a prendre, restriction, or positive covenant numbered 7 in the plan:

The Proprietor for the time being of the lot containing the area marked in the plan shall maintain the ground fuel/understorey to a level of 6 tonnes/hectare or less.

In the event that the Port Stephens Council approves a residential subdivision on any part of the land burdened by this covenant and the subdivision is registered as a deposited plan in the offices of the Land and Property Information, NSW, then that land comprised of the residential lots thereby created, shall cease to be burdened by this covenant, without the need for any formal release or variation of this covenant. PROVIDED THAT should a Proprietor of a residential lot previously burdened make application to the Port Stephens Council for a release, Port Stephens Council shall execute a release in registerable form.

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Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Plan: DP1231351

Plan of Subdivision of Lot 11 D.P.1218942 covered by Subdivision Certificate No. 2017/16 dated 5 APRIL 2017

Terms of easement, profit a prendre, restriction, or positive covenant numbered 8 in the plan:

Easement for Pipeline Terms

Part A

Definitions and interpretation

1 (a) The following terms have the following meanings:

Ancillary Works means works ancillary to the Pipeline whether above, on or below ground.

Authorised Users means Hunter Water's:

(i) agents;

(ii) employees;

(iii) successors and assigns which are authorised to carry out the functions under the *Hunter Water Act 1991*; and

(iv) All other Persons authorised to act on its or their behalf to do all things reasonably necessary or appropriate to carry out its functions under the *Hunter Water Act 1991*

Burdened Owner means the owner for the time being of the Lot Burdened and any Person having an estate or interest in the Lot Burdened.

Easement Site means that part of the Lot Burdened shown as easement for Pipeline on any plan registered with the New South Wales Department of Lands.

Hunter Water means the owner of the Pipeline and Ancillary Works, its successors and assigns.

Lot Burdened means the land over which the easement is granted.

Person includes a body corporate.

Pipeline(s) means a pipeline or pipelines for the conveyance of water, recycled water, effluent or sewerage whether above, on or below the ground and all associated apparatus and equipment and any ancillary works.

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Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Plan: DP1231351

Plan of Subdivision of Lot 11 D.P.1218942 covered by Subdivision Certificate No. 2017/16 dated 5 APRIL 2017

Part B

Easement for Pipeline

2 Hunter Water and its Authorised Users may:

(a) Construct, lay, maintain, repair, renew, cleanse, inspect, replace, divert or alter the position of any Pipeline or any Ancillary Works in the Easement Site; and

(b) Convey or permit the conveyance of water, recycled water, effluent or sewerage through the Pipeline within the Easement Site.

Part C

General provisions of easement

3 For the purpose of exercising its rights under this easement, Hunter Water and its Authorised Users, may:

(a) enter the Lot Burdened, with or without vehicles, plant and equipment, for any purpose permitted by this easement.

(b) do anything reasonably necessary to obtain access to and pass along to the Easement Site.

(c) do anything reasonably necessary for the exercise of Hunter Water's rights under this easement.

4 The Burdened Owner acknowledges that ownership of any Pipeline or other Ancillary Works located in the Easement Site remains with Hunter Water.

5 Hunter Water covenants with the Burdened Owner that:

(a) in exercising its rights under this easement, it will procure that as little damage as practicable is done to the Lot Burdened;

(b) it will procure that any damage caused to the surface of the Lot Burdened is restored as nearly as practicable to its original condition; and

(c) subject to its rights under this easement, it will procure that the Burdened Owner's reasonable use or occupation of the Lot Burdened is not impeded.

6 Subject to its foregoing rights under this easement, the Burdened Owner covenants with Hunter Water that it will not:

(a) do or allow anything which will interfere with, damage, or destroy the Pipeline or will interfere with the effective operation of the Pipeline or any Ancillary Work;

(b) obstruct Hunter Water in the exercise of its rights under this easement; or

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Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Plan: DP1231351

Plan of Subdivision of Lot 11 D.P.1218942 covered by Subdivision Certificate No. 2017/16 dated 5 APRIL 2017

(c) place any structures or improvements on the Easement Site without first seeking the consent in writing of Hunter Water which may be withheld in the absolute discretion of Hunter Water.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 9 in the plan:

(a) No fencing or roofing materials shall be lightly coloured and/or highly reflective.

(b) All lots shall be managed in perpetuity as an inner protection area (IPA).

(c) All lots adjoining existing neighbouring properties (Lot 2 DP 1107061) shall provide timber fencing on the boundaries of those lots.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 10 in the plan:

(a) No single level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or granosited Harditex provided that the proportion of brick and/or brick veneer and/or granosited Harditex shall not be less than 70% of the total area of the external walls (excluding window and door areas). No double level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or granosited Harditex which shall not be less than 50% of the total area of the external walls (excluding window and door areas).

(b) No main buildings shall be erected or permitted to remain erected on any lot burdened, having a total internal floor area of less than 140 square metres exclusive of car accommodation, external landings and patios.

(c) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.

(d) No noxious, noisesome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.

(e) No fence shall be erected on any lot burdened to divide it from any adjoining land owned by Carol Joy Moxey without the prior written consent of McCloy Raymond Terrace Pty Limited its successors or assigns other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to Carol Joy Moxey and/or McCloy Raymond Terrace Pty Limited its successors or assigns and is doubled lapped and capped timber fence or Colorbond metal fence finished in Woodland Grey Colorbond colour. In favour of any person dealing with the transferees Carol Joy Moxey its successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. This covenant in regard to fencing shall be binding on the registered proprietor of any lot burdened, his executors, administrators and assigns only during the ownership of the said adjoining land by Carol Joy Moxey, its successors or assigns other than purchasers on sale.

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Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Plan: DP1231351

Plan of Subdivision of Lot 11 D.P.1218942 covered by Subdivision Certificate No. 2017/16 dated 5 APRIL 2017

(f) No fence shall be erected or be permitted to remain erected on any Lot burdened closer to any street than the house building line required by the Port Stephens Council, except for a corner lot where one fence can be erected on the boundary.

(g) No building shall be erected or permitted to remain erected on any Lot burdened having a roof of other than tiles, slate, shingles or Colorbond non-flat metal material and of a natural earth tone.

(h) No building shall be erected, or be permitted to remain erected, or occupied by any person, corporation Government or semi-government instrumentality for the purpose of public housing.

(i) No building shall be erected or be permitted to remain erected on any Lot burdened with a solar hot water service unless the storage tank is located within the building or at the rear of the building at ground level.

(j) Not more than one residence shall be erected or be permitted to remain erected on any Lot except for the incorporation in the main building of a granny flat in accordance with the relevant local Council provisions.

(k) All lots fronting Harold Road shall have a front entrance visible and clearly defined in built form with a veranda/patio that is minimum 1.5m deep and be a minimum width of 25% of the width of the house.

(l) No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one (1) year from the date of transfer by McCloy Raymond Terrace Pty Limited without the prior written consent of McCloy Raymond Terrace Pty Limited.

(m) 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 capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened.

(n) No mobile home or temporary or permanent moveable improvements including a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on, or used for residential purposes on any lot burdened.

Name of person empowered to release, vary or modify restriction, easement or positive covenant numbered 1, 3, 4, 7 and 9 in the plan.

Port Stephens Council

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Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Plan: **DP1231351**

Plan of Subdivision of Lot 11 D.P.1218942 covered by Subdivision Certificate No. 2017/16 dated 5 APRIL 2017

Name of person empowered to release, vary or modify restriction, easement or positive covenant numbered 5, 6 and 8 in the plan.

Hunter Water Corporation

Name of person empowered to release, vary or modify restriction, easement or positive covenant numbered 2 and 10 in the plan.

McCloy Raymond Terrace Pty Limited, during the period ending 3 years from the date of registration of this plan, thereafter the proprietor of the lots in the plan having common boundaries with the proprietor of the lot seeking to release, vary or modify the restriction.

PORT STEPHENS COUNCIL by its authorised delegate pursuant to s.377 Local Government Act 1993)

Signature of delegate

BRYN COTTERILL

Name of delegate (BLOCK LETTERS)

I certify that I am an eligible witness and that the delegate signed in my presence

Signature of Witness

BRIDGET JENKINS

Name of Witness (BLOCK LETTERS)

116 ADELAIDE STREET

RAYMOND TERRACE

Address of Witness (BLOCK LETTERS)

Executed by **Carol Joy Moxey**

ELIZABETH JOAN SIMMS (WITNESS)

7 ADELAIDE STREET,
RAYMOND TERRACE
N.S.W 2324.

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ePlan

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Plan: DP1231351

Plan of Subdivision of Lot 11 D.P.1218942 covered by Subdivision Certificate No. 2017/16 dated 5 APRIL 2017

Executed by **McCloy Raymond Terrace PTY LIMITED**
ABN 99 169 323 415 in accordance with
Section 127 of the Corporations Act.

.....
Director
Print Name: JAMES COOKE

.....
Director
Print Name: BRIAN SWAINE

Executed by **Hunter Water Corporation**

Signed Sealed and Delivered for and on behalf of Hunter Water Corporation by Peter James Kembrey its duly constituted Attorney pursuant to Power of Attorney registered Book 4695 No. 750

.....
Attorney Signature

.....
Witness Signature

Mortgage under Mortgage No AM 53139)
Signed at CHARLESTOWN this 28th day)
of APRIL 2017 for National)
Australia Bank Limited ABN 12 004 044 937)
by GARRY NORMAN GREEN)
its duly appointed Attorney under Power of)
Attorney No. 39 Book 4512

.....
Signature of Witness/Bank Officer

.....
Signature of Attorney (Level 2 Attorney)

PETER CURRAN
.....
Print name of Witness/Bank Officer

Level 1, 6 Chapman Street
Charlestown, NSW 2290

.....
Address of Witness/Bank Officer

REGISTERED 31.05.2017

PORT STEPHENS COUNCIL

ABN 16 744 377 876

PLANNING CERTIFICATE PURSUANT TO SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

APPLICANT DETAILS:

Hunter Legal & Conveyancing
Level 1, Suite 2/12 Elgin St 2320

Reference: **261913**

Issue Date: **12/08/2026**

PROPERTY DESCRIPTION:

13A Sullivan Street RAYMOND TERRACE NSW 2324 Parcel No: 51846
LOT: 2 DP: 1326951

Disclaimer
Information contained in this certificate relates only to the land for which this certificate is issued on the day it is issued. This information is provided in good faith and Council shall not incur any liability in respect of any such advice. Council relies on state agencies for advice and accordingly can only provide that information in accordance with the advice. Verification of the currency of agency advice should occur. For further information, please contact Council by telephoning (02) 4988 0255 or email plancert@portstephens.nsw.gov.au.

Title Information
Title information shown on this Planning Certificate is provided from Council's records and may not conform to information shown on the current Certificate of Title. Easements, restrictions as to user, rights of way and other similar information shown on the title of the land are not provided on this planning certificate.

Inspection of the land
The Council has made no inspection of the land for the purposes of this Planning Certificate.

PART A: INFORMATION PROVIDED UNDER SECTION 10.7(2)

Matters contained in this certificate apply only to the land on the date of issue.

1. Names of relevant planning instruments and development control plans

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

State Environmental Planning Policies

The relevant chapters of each State Environmental Planning Policy that apply to the land are listed below:

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

State Environmental Planning Policy (Housing) 2021
All chapters

State Environmental Planning Policy (Sustainable Building) 2022
All chapters

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

State Environmental Planning Policy (Planning Systems) 2021
Chapter 2 State and regional development
Chapter 4 Concurrences and consents

State Environmental Planning Policy (Precincts - Regional) 2021
Chapter 2 State significant precincts

State Environmental Planning Policy (Primary Production) 2021
Chapter 2 Primary production and rural development

State Environmental Planning Policy (Resources and Energy) 2021
Chapter 2 Mining, petroleum production and extractive industries

State Environmental Planning Policy (Transport and Infrastructure) 2021
Chapter 2 Infrastructure
Chapter 3 Educational establishments and childcare facilities

State Environmental Planning Policy (Resilience and Hazards) 2021
Chapter 3 Hazardous and offensive development
Chapter 4 Remediation of land

State Environmental Planning Policy (Biodiversity and Conservation) 2021
Chapter 2 Vegetation in non-rural areas

Chapter 4 Koala habitat protection 2021

Local Environmental Plan

Development Control Plans
The name of each development control plan that applies to the carrying out of development on the land.

Port Stephens Development Control Plan 2025.

(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land (unless it has been more than 3 years since the end of the public exhibition period or if the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

Draft State Environmental Planning Policies
No draft State Environmental Planning Policies affect the site the subject of this Certificate.

Draft Local Environmental Plan
No draft Local Environmental Plans currently exist which affect the site the subject of this certificate.

Draft Development Control Plan
No draft development control plan applies to the carrying out of development on the land.

2. Zoning and land use under relevant planning instruments
For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a State Environmental Planning Policy or proposed State Environmental Planning Policy).

a) The identity of the zone –

R2 Low Density Residential
The land is zoned R2 Low Density Residential under the provisions of Part 2 in the Port Stephens Local Environmental Plan 2013.

b) The purposes for which development in the zone –

ITEM 2 - May be carried out without development consent
Home occupations
ITEM 3 - May be carried out with development consent
Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Multi-dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Tank-based aquaculture; Water reticulation systems
ITEM 4 - Is prohibited
Any development not specified in item 2 or 3

c) Additional permitted uses
No environmental planning instrument applies additional permitted use provisions to this land.

d) Development standards for the erection of a dwelling house
No development standard that fixes a minimum land dimension for the erection of a dwelling-house applies to the land.

e) Whether the land is an area of oustanding biodiversity value
No, the land is not identified in an area of oustanding biodiversity value under the *Biodiversity Conservation Act 2016.*

f) Whether the land is in a conservation area
The land is not located within a heritage conservation area under the Port Stephens Local Environmental Plan 2013.

g) Whether an item of environmental heritage is located on the land
The land is not identified as containing an item of environmental heritage significance under the provisions in Port Stephens Local Environmental Plan 2013.

3. Contributions Plans
(1) The name of each contributions plan applying to the land

Port Stephens Local Infrastructure Contributions Plan 2020

(2) The land is not in a special contributions area under the Act, Division 7.1.

Note. These documents specify development contributions required towards the cost of providing additional community services or facilities if a property is developed. They are available on request from Council or can be viewed www.portstephens.nsw.gov.au.

4. Complying Development
(1) Whether or not the land to which the certificate relates is land on which complying development may be carried out under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

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

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

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

Agritourism and Farm Stay Accommodation Code

Complying development under the Agritourism and Farm Stay Accommodation Code MAY be carried out on the land.

Pattern Book Development Code
Complying development under the Pattern Book Development Code MAY be carried out on the land.

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

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

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

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

Industrial and Business Alterations Code
Complying development under the Commercial and Industrial alterations Code MAY be carried out on the land.

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

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

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

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

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

(2) If complying development may not be carried on the land under the above codes, it is because of the provisions of Clauses 1.17A(1)(c) to (e), (2), (3), or (4), 1.18(1)(c3) or 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
Council is not in a position to ascertain the reason why complying development may not be carried out under the Policy. Contact Council's duty officer on (02) 4988 0255 for any enquiries relating to the reason why complying development may not be carried out on the land.

(3) If the land is a lot to which the Housing Code, Rural Housing Code, Low Rise Medium Density Housing Code, Greenfield Housing Code, Housing Alterations Code, General Development Code, or Commercial and Industrial (New Buildings and Additions) Code (within the meaning of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* applies, complying development may be carried out on any part of the lot that is not affected by the provisions of clauses 1.17A(1)(c) to (e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of that Policy.

(4) There are no variations to the exempt development codes under clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* in relation to the land.

5. Exempt development

(1) Whether the land is on land which exempt development may be carried out under each of the exempt development codes under the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

Division 1 General Code
Exempt development under the General Exempt Development Code MAY be carried out on the land.

Division 2 Advertising and Signage Code
Exempt development under the Advertising and Signage Code MAY be carried out on the land.

Division 3 Temporary Uses and Structures Code
Exempt development under the Temporary Uses and Structures Code MAY be carried out on the land.

Note: Clause 1.16(1)(c) specifies that exempt development must not be carried out on land that is, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act
Council does not have sufficient information to ascertain whether the land is listed on the State Heritage Register under the *Heritage Act 1977*, or subject to an interim heritage order under that Act.

Note: If the land is a lot to which the General Code, Advertising and Signage Code, and Temporary Uses Code (within the meaning of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008)* applies, exempt development may be carried out on any part of the lot that is not affected by the provisions of clause 1.16(1)(b1)–(d) or 1.16A of that Policy.

6. Affected building notices and building product rectification orders

(1) Whether or not the council is aware that –

a) There is any affected building notice in force in relation to the land

There is no affected building notice in force in respect of the land.

b) A building product rectification order is in force in relation to the land that has not been fully complied with

No

c) Any notice of intention to make a building product rectification order has been given in respect of the land and is outstanding.

No

Note: In this section, *affected building notice* has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4. *Building product rectification order* has the same meaning as in the *Building Products (Safety) Act 2017.*

7. Land reserved for acquisition

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

The Port Stephens Local Environmental Plan 2013 DOES NOT provide for the acquisition of this land, or part thereof, by a public authority as referred to in Section 3.15 of the Act.

8. Road widening and road realignment

Council's records indicate that the land the subject of this Certificate is not affected by any road widening or road realignment under:- (a) Section 25 of the Roads Act 1993; or (b) any environmental planning instrument; or (c) any resolution of the council.

9. Flood related development controls information

No part of the land is within the flood planning area, or between the flood planning area and the probable maximum flood, and therefore IS NOT subject to flood related development controls.

10. Council and other public authority policies on hazard risk restrictions

Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk (other than flooding or bush fire).

Council HAS NOT adopted a policy or been notified of any adopted policy of another public authority, that restricts development on the land because of the likelihood of landslip, tidal inundation, subsidence, contamination, salinity or sea level rise.

Council DOES HAVE adopted policies or has been notified of adopted policies of another public authority on matters relating to the risk of acid sulfate soils, coastal hazards and aircraft noise.

The information below identifies any adopted policies that apply to the land:

Clause 7.1 Acid Sulfate Soils of the Port Stephens Local Environmental Plan 2013 applies to the land. Acid sulfate soil mapping can be viewed on the NSW Department of Planning, Housing and Infrastructure Spatial Viewer.

Council's records indicate that the land subject of this certificate is wholly or partly affected by RAAF Base Williamtown and Salt Ash Air Weapons Range 2025 Australian Noise Exposure Forecast (10 August 2011)(the 2025 ANEF Map).

Certain development may be constrained in accordance with the relevant provisions of Australian Standard 2021-2015 Acoustics-Aircraft noise intrusion-Building siting and construction, the Port Stephens Local Environmental Plan 2013 and the Port Stephens Development Control Plan 2014.

Copies of the 2025 ANEF Map can be viewed on the website of the Commonwealth Department of Defence.

Further information can be obtained from the Port Stephens Council Strategy and Environment Section and you are advised to make further enquiries.

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

11. Bush fire prone land

Whether or not some, all, or none of the land is bush fire prone land.

No, the land is not shown as bush fire prone in Council's records.

12. Loose-fill asbestos insulation

Whether or not the land includes any residential premises (as defined in Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on a register of residential premises that contain or have contained loose-fill asbestos insulation.

No, the land does not include any residential dwelling identified on the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation. For further information, please contact Department of Fair Trading by telephoning 13 77 88 or go to their website at www.fairtrading.nsw.gov.au.

13. Mine Subsidence

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

No, the land is not within a proclaimed or declared mine subsidence district.

14. Paper subdivison information

(1) The name of any development plan adopted by a relevant authority that applies to the land or is proposed to be subject to a consent ballot.

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

Not applicable.

15. Property vegetation plans

If the land is land in relation to which a property vegetation plan under Part 4 of the *Native Vegetation Act 2003*, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

No, Council has not been notified of any property vegetation plans under the Native Vegetation Act 2003 that affect the land to which this certificate applies.

16. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

No, Council has not been notified that the land is a biodiversity stewardship site.

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

17. Biodiversity certified land

If the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*, a statement to that effect.

No, Council has not been notified that the land is biodiversity certified land.

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

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

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).

The land is NOT affected by an order under the Trees (Dispute Between Neighbours) Act 2006 (of which Council is aware).

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

If the *Coastal Management Act 2016* applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.

No, the land is not subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services relating to existing coastal protection works to which the owner (or any previous owner) of the land has consented.

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

20. Western Sydney Aerotropolis

Not applicable to the Port Stephens Local Government Area.

21. Development consent conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

Council is unable to provide site-specific information on any conditions of a development consent granted after 11 October 2007 in relation to Clause 88(2) of the *State Environmental Planning Policy (Housing) 2021*, that may apply to the land.

22. Site compatibility certificates and development consent conditions for affordable rental housing

(1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021,* or a former site compatibility certificate (of which Council is aware) in relation to proposed development on the land.

Council is not aware of a current site compatibility certificate issued under *State Environmental Planning Policy (Housing) 2021.*

(2) If State *Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, a statement setting out terms of a kind referred to in the Policy, clause 21(1) or 40(1).

The land is not affected by any terms of a kind (of which Council is aware) referred to in Chapter 2, Part 2, Division 1 or clause 21(1) or 40(1) of *State Environmental Planning Policy (Housing) 2021* in respect of development on the land.

23. Water or sewerage services

If water or sewerage serices are, or are to be, provided to the land under the *Water Industry Competition Act 2006.*

No, Council is not aware that water or sewerage services are, or are to be, provided under the *Water Industry Competition Act 2006*.

24. Special entertainment precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993*, Section 208B.

No, Council is not aware that any of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993*, Section 208B.

25. Interim development in future infrastructure corridors

If *State Environmental Planning Policy (Transport and Infrastructure) 2021,* section 4.7a applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section.

No, Council is not aware that any of the land is in the interim development in future infrastructure corridors within the meaning of the *State Environmental Planning Policy (Transport and Infrastructure) 2021,* section 4.7a.

Additional matters

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

(a) Whether or not the land to which the certificate relates is significantly contaminated land within the meaning of that Act.
(b) Whether or not the land to which the certificate relates is subject to a management order within the meaning of that Act.

(c) Whether or not the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of the Act.
(d) Whether or not the land to which this certificate relates is subject to an ongoing maintenance order within the meaning of that Act.
(e) Whether or not the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act – if a copy of such statement has been provided at any time to the local authority issuing the certificate.

There are no prescribed matters under section 59(2) of the Contaminated Land Management Act 1997 to be disclosed.

Issued by Port Stephens Council Development Services Group,
on behalf of **Tim Crosdale, General Manager**.

HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SEWER LOCATION DIAGRAM

Enquiries: 1300 657 657

APPLICANT'S DETAILS

N
W E
S

InfoTrack

13A SULLIVAN

RAYMOND TERRACE NSW

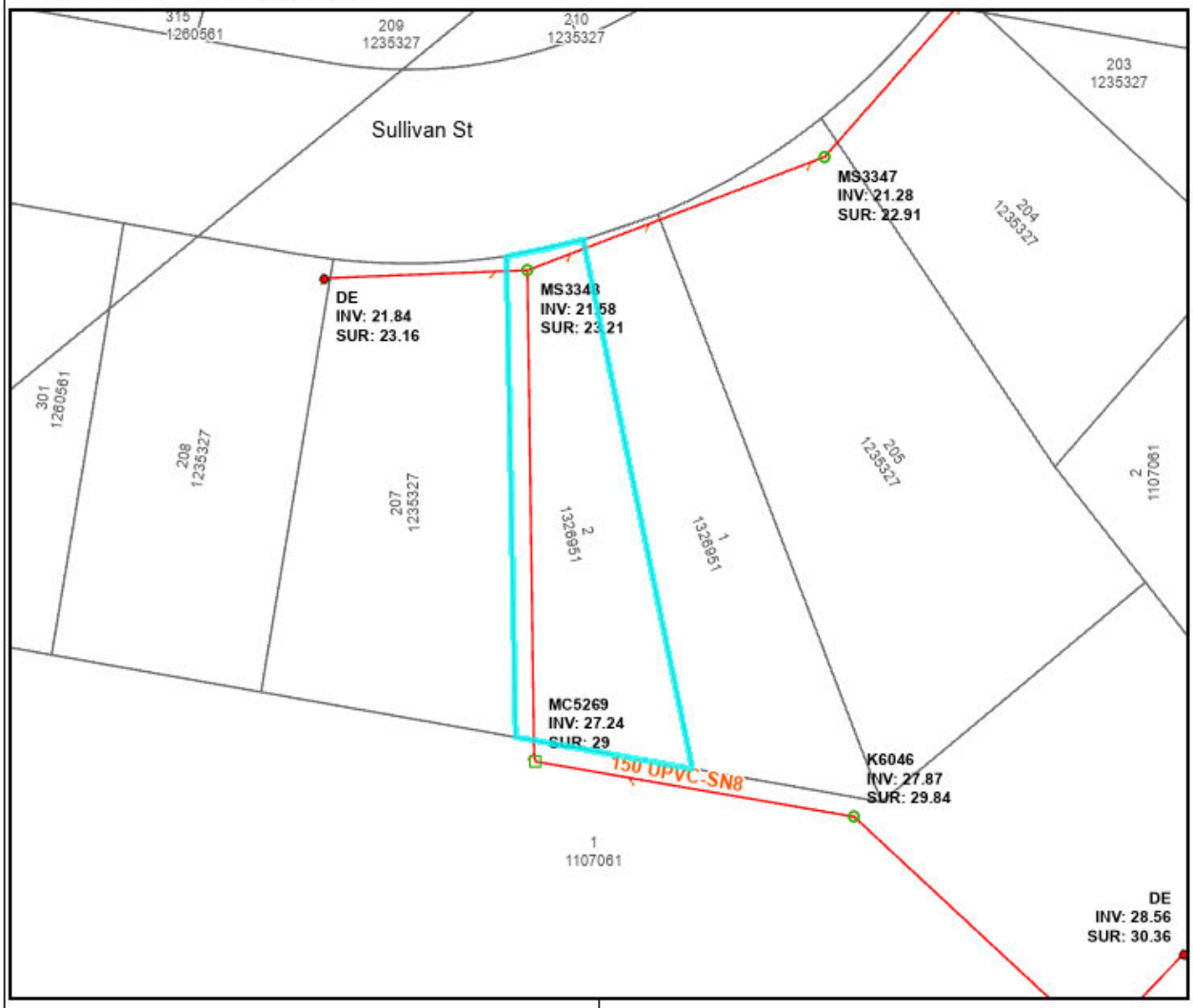
APPLICATION NO.: *2916419*

APPLICANT REF: *M 261913*

RATEABLE PREMISE NO.: *9999951028*

PROPERTY ADDRESS: *13A SULLIVAN ST RAYMOND TERRACE 2324*

LOT/SECTION/DP:SP: *2//DP1326951*



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

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

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

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

Date: 26/08/2026

Scale at A4: 1:500

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

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

Certificate in respect of insurance for residential building work

Policy No: HBCF24064296 **Policy Date:** 12/11/2024

A contract of insurance complying with sections 92 and 96 of the ***Home Building Act 1989*** (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the ***State Insurance and Care Governance Act 2015***.

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period
In respect of	H01 - New Dwelling Construction
Description of construction as advised by builder^	Single Storey Attached Dual Occupancy
At	
	13A Sullivan Street
	Raymond Terrace New South Wales 2324
Site plan number^	NA
Site plan type^	NA
Homeowner	
Carried out by	Newcastle Engineering And Construction PTY LTD
Licence number	350475C
Builder job number^	13ASSRT
Contract amount^	$273,500.00
Contract date^	02/05/2024
Premium paid	$2,641.30
Cost of additional products or services under contract	Nil - no additional services
Price (including GST and Stamp Duty) Note: The total price does not include any brokerage or other costs to arrange the insurance contract.	$3,166.92

^Additional information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

There are absolute limits on what you can be paid under this insurance, both in respect of non-completion of the works and as a total policy limit. Please review the policy wording closely for those limits. In summary, the total limit of the policy in any case (including the non-completion of building work, defective building work and any other costs covered by the policy) is $340,000 per dwelling, with a sub-limit in respect of the non-completion of the building work of 20% of the contract price (as varied). This policy will never pay more than 20% of the contract price (as varied) in respect of the non-completion of building work, and never more than $340,000 per dwelling for all loss, damage, costs and liabilities covered.

Certificate No: HBCF24064296 **Issued on:** 12/11/2024

Nathan Agius, General Manager, Underwriting IfNSW & HBCF
Signed on behalf of the insurer

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

icare™ | Insurance and Care NSW 2020

Buildcert.

15 December 2025

Dear Karen & Dylan

Subject:	**Approved Whole Occupation Certificate**
Property:	**13 Sullivan Street, Raymond Terrace**
Application No:	**CC/4639332**
Description:	**Semi-Detached Dwellings (including Retaining Walls)**

Please find enclosed the Whole Occupation Certificate for your development at the above property.

Council have been notified of this completion.

Thank you for choosing Buildcert as your Principal Certifier. Please don't hesitate to contact us should you require any of our services in the future.

Yours sincerely



ALEX WISEMANTEL

On behalf of Buildcert Pty Ltd - RBC8
Accreditation Body: NSW Fair Trading

Buildcert.

Occupation Certificate

Issued in accordance with Sections 6.9 & 6.10 of the Environmental Planning and Assessment Act 1979 & Part 5 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021

Certificate No:	CC/4639332
Determination:	APPROVED
Property Address:	Lot 206 DP 1235327, 13 Sullivan Street, RAYMOND TERRACE NSW 2324
Type of Certificate:	WHOLE
Description of Work:	Semi-Detached Dwellings (including Retaining Walls)
BCA Classification:	1a, 10a, 10b
Development Consent:	16-2024-368-1

STATEMENT

- The health and safety of the occupants of the building have been taken into consideration, and
- A current Development Consent or Complying Development Certificate is in force for the building, and the works are consistent with that consent, and
- If any building work has been carried out, a current Construction Certificate (or Complying Development Certificate) has been issued with respect to the plans and specifications for the building, and
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.

This certificate is issued by:



ALEX WISEMANTEL
ACCREDITATION NUMBER: BDC05191

Certificate Determined on:

15 DECEMBER 2025

On behalf of Buildcert Pty Ltd - RBC8
Accreditation Body: NSW Fair Trading

ATTACHMENTS

- Schedule of Critical Stage Inspections

Buildcert.

SCHEDULE OF CRITICAL STAGE INSPECTIONS

Property: 13 Sullivan Street, Raymond Terrace
Application No: CC/4639332
Description: Semi-Detached Dwellings (including Retaining Walls)

INSPECTION	RESULT	DATE	ACCREDITED CERTIFIER	
Pier/Pad	Satisfactory	28/03/2025	William McHale	BDC4884
Trench and Steel	Satisfactory	8/05/2025	William McHale	BDC4884
Slab on Ground	Satisfactory	13/05/2025	Hamish Austin	BDC3264
Retaining/Block Wall Footing	Satisfactory	3/6/2025	Hamish Austin	BDC3264
Frame	Unsatisfactory	13/08/2025	William McHale	BDC4884
Fire Resistance Level Wall Inspection	Unsatisfactory	13/08/2025	William McHale	BDC4884
Stormwater Drainage Connections	Satisfactory	28/08/2025	William McHale	BDC4884
Frame	Satisfactory	28/08/2025	William McHale	BDC4884
Fire Resistance Level Wall Inspection	Satisfactory	28/08/2025	William McHale	BDC4884
Wet Area Flashing	Satisfactory	16/09/2025	Alex Wisemantel	BDC05191
Completion Inspection	Unsatisfactory	17/11/2025	Alex Wisemantel	BDC05191
Completion Inspection	Satisfactory	26/11/2025	Alex Wisemantel	BDC05191