© 2026 The Law Society of New South Wales ACN 000 000 699 and The Real Estate Institute of New South Wales ACN 000 012 457
You can prepare your own version of pages 1 - 4 of this contract. Except as permitted under the Copyright Act 1968 (Cth) or consented to by the copyright owners (including by way of guidelines issued from time to time), no other part of this contract may be reproduced without the specific written permission of The Law Society of New South Wales and The Real Estate Institute of New South Wales.

Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:	
vendor's agent	**Stone Real Estate Hunter Valley** **45 Vincent Street, Cessnock NSW 2325** **Email: matthewclarkson@stonerealestate.com.au**	**Phone:** **Ref:**	**02 4089 1122** **Matthew Clarkson**
co-agent			
vendor	**Dean Jon Cordowiner** **21 Wyndham Ridge, Cessnock NSW 2325**		
vendor's solicitor	**Experts in Conveyancing** **208/12 Pioneer Avenue, Tuggerah NSW 2259** **PO Box 3572, Wamberal NSW 2260** **Email: alison@expertsinconveyancing.com.au**	**Phone:** **Ref:**	**02 4313 1918** **AJ:RE:4346**
date for completion	**42nd day after the contract date** (clause 15)		
land (address, plan details and title reference)	**21 Wyndham Ridge, Cessnock NSW 2325** **Lot 410 in Deposited Plan 1031072** **Folio Identifier 410/1031072**		
	☒ VACANT POSSESSION ☐ subject to existing tenancies		
improvements	☒ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: Swimming Pool, Shed		
attached copies	documents in the List of Documents as marked or 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: Smoke alarm/s, Automatic garage door opener, Pool heat pump		
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."

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

Choices

Vendor agrees to accept a ***deposit-bond***	☐ NO ☐ yes
Nominated *Electronic Lodgment Network* (*ELN*) (clause 4):	PEXA
Manual transaction (clause 30)	☒ NO ☐ yes (if yes, vendor must provide further details, including any applicable exception, in the space below):

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

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

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

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

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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 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 off the plan contract

Other

- ☐ 61

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

21 Wyndham Ridge, Cessnock NSW 2325

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

21 Wyndham Ridge, Cessnock NSW 2325

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.**

C1 Wyndham Ridge, Cessnock NSW 2325

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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*;

21 Wyndham Bridge Cessnock NSW 2325

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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 4 can operate more than once.

21 Wyndham Bridge, Cessnock NSW 2325

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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*.

21 Wrixham Ridge, Cessnock NSW 2325

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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*.

21 Windham Ridge Cessnock NSW 2325

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

21 Wyndham Ridge, Cessnock NSW 2325

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

24 Windham Place, Gesshock NSW 2325

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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).

2 Wyndham Ridge, Cessnock NSW 2325

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

21 Arundel Ridge, Gisborne NSW 2325

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

21 Wyndham Ridge, Cessnock NSW 2325

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

21 Wyndham Ridge, Cessnock NSW 2325

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

21 Wurran Ridge Cressnock NSW 2325

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

21 Wyndham Ridge, Cossnock NSW 2325

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

21 Wrights Ridge, Cessnock NSW 2325

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

21 Wyndham Ridge, Cessnock NSW 2325

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SPECIAL CONDITIONS

1. The Purchaser warrants that they were not introduced to the Vendor or the property by any Real Estate Agent other than the Real Estate Agent, if any, noted on the front page of the contract. The Purchaser agrees to indemnify the Vendor against any claim for commission, including costs of defending any such claim, which may arise as a result of the Purchaser's breach of this warranty. This warranty and indemnity will not merge on completion.

2. In the event that the Purchaser does not complete this Contract on or prior to the completion date and provided the Vendor is ready and willing to complete, the Purchaser shall pay interest to the Vendor on completion, calculated on the balance of the purchase price at a rate of 10% per annum from the completion date on the front page of the Contract until completion takes place. It is agreed that the rate is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.

3. If completion does not take place on the due date for completion or scheduled date where settlement is booked and the delay is not the fault of the vendor, then the purchaser will make allowance to the vendor of the amount of $110.00 (including GST) as reimbursement for the additional costs incurred for the re-scheduling of settlement and updating the electronic workspace.

4. If completion has not occurred on the Completion Date, either party may serve a Notice to Complete on the other party requiring completion of the Contract within fourteen (14) days after service of the notice.

   (i) Upon service of a Notice to Complete, time is of the essence of the Contract.
   (ii) The Vendor may, at any time and in its absolute discretion, withdraw a Notice to Complete by written notice to the Purchaser. Withdrawal of the Notice to Complete does not waive any rights of the Vendor arising before the withdrawal and does not prevent the Vendor from serving a further Notice to Complete.
   (iii) If the Purchaser fails to complete the Contract within the time specified in a Notice to Complete (and the Notice has not been withdrawn), the Vendor may exercise any rights available to it at law or under this Contract, including termination of the Contract and forfeiture of the deposit (to the extent permitted by law).
   (iv) If the Vendor serves a notice to complete on the Purchaser, the Purchaser shall make allowance of $150 to the Vendor, payment of which is an essential term of this Contract.

5. The property together with its improvements thereon is sold in its present state of condition and repair and the Purchaser acknowledges that they shall not call upon the Vendor to carry out any repairs to the property including furnishings and chattels after the date hereof. The Purchaser acknowledges that they enter into this agreement not relying on any warranties or representations made by or on behalf of the Vendor that are not contained in the Contract.

6. If the Purchaser or Vendor or any one or more of them shall:
   6.1 die;
   6.2 become mentally incapacitated; or
   6.3 assign their estate for the benefit of creditors, or being a company, go into liquidation;

   prior to completion of this Contract, then either party may by notice in writing to the other party's Licensed Conveyancer or Solicitor rescind this Contract whereupon the provisions of this Contract as to rescission will apply. The right to rescind under this clause must be exercised within fourteen (14) days of receiving/providing notice of the event happening that gives such right. If the notice of rescission is not provided in this time, the right is lost.

7. The purchaser agrees that the only form of general Requisitions on the title the purchaser may make pursuant to Clause 5 of the contract shall be in the form annexed to this contract.

8. Despite any other provision in this Contract, the deposit herein will be 10% of the contract price. However, if the parties agree to payment of the deposit by instalments, they are to be paid as follows:

   (i) 0.25% of the purchase price as at the date of this contract;

   (ii) the balance of 5% of the deposit at the expiration of the cooling off period.

   (iii) Despite any other provision in this Contract the deposit herein will be 10% of the Contract price. Should the vendor elect to accept a lesser sum as at the date of exchange of contracts then the same shall be deemed to be an initial deposit only and the balance of the 10% of that deposit will be payable upon completion PROVIDED THAT no default on the part of the purchaser occurs in respect of any condition or obligation of the purchaser pursuant to this agreement.

   (iv) Should the purchaser default prior to completion then notwithstanding any other right or remedy which the vendor may have the balance of the said deposit shall be then payable forthwith.

9. Release of Deposit for Settlement
   The purchaser(s) agree and acknowledge that by their execution of this contract, they irrevocably authorise the vendor's agent to release the deposit or part thereof, to be held in the vendor's conveyancer's Trust Account, and uploaded to the ELNO workspace to be distributed on settlement.

10. COMPLETION DATE – CHRISTMAS CLOSURE
    10.1 Notwithstanding any other provision of this Contract, the parties agree that completion shall not be required to take place between **9:00 am on 23 December and 5:00 pm on 8 January** (the **Holiday Period**) in any year.

    Any date for completion which would otherwise fall during the Holiday Period shall be automatically extended to the **next Business Day following the expiration of the Holiday Period**, and neither party shall be entitled to allege that the other party is in default solely by reason of completion not occurring during the Holiday Period.

Any notice or other communication served during the Holiday Period which requires or purports to require completion during the Holiday Period shall be deemed to have been served on the next Business Day following the expiration of the Holiday Period.

10.2 Neither party may issue a Notice to Complete which requires completion to take place during the Holiday Period.

10.3 If completion is due to take place before the commencement of the Holiday Period but does not occur before the commencement of the Holiday Period, other than by reason of any default by the Vendor, then:

(a) completion shall take place on the next Business Day following the expiration of the Holiday Period; and

(b) the Purchaser shall remain liable to pay interest under this Contract from the original due date for completion until and including the actual date of completion.

10.4 If the last day of any cooling-off period applicable to this Contract would otherwise fall during the Holiday Period, the cooling-off period shall be automatically extended until 5:00 pm on 11 January 2027 immediately following that Holiday Period.

10.5 The Purchaser acknowledges and agrees that the provisions of this clause do not entitle the Purchaser to rescind, terminate, delay or otherwise avoid completion of this Contract, or to raise any objection, requisition or claim for compensation, in respect of any matter arising solely as a consequence of the operation of this clause.

11. HUNTER WATER – INTERNAL

For the purposes of Schedule 1 Conveyancing (Sale of Land) Regulation 2022, Hunter Water Corporation does not provide a plan showing the location of any sewer lines on the land upstream of the point of connection to the authority's sewer main (including the point of connection).

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
   (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
   (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
   (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
   (a) to what year has a return been made?
   (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
   (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
   (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
   (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
   (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979 (NSW)* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
   (e) In respect of any residential building work carried out in the last 7 years:
      (i) please identify the building work carried out;
      (ii) when was the building work completed?

© 2017 Copyright of TressCox Lawyers which has approved this page and the following page. Unauthorised reproduction in whole or in part is an infringement of copyright

(iii) please state the builder's name and licence number;
(iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.

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

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

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

Affectations

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

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

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

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

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

Capacity

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

Requisitions and transfer

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

27. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.

28. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.

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

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

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

Title Search

Fynd | LRS

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 410/1031072

SEARCH DATE	TIME	EDITION NO	DATE
29/10/2026	11:20 AM	8	5/6/2025

LAND

LOT 410 IN DEPOSITED PLAN 1031072
AT CESSNOCK
LOCAL GOVERNMENT AREA CESSNOCK
PARISH OF POKOLBIN COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1031072

FIRST SCHEDULE

DEAN JON CORDOWINER (TZ AN501875)

SECOND SCHEDULE (8 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 DP831570 EASEMENT TO DRAIN WATER 2 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
3 DP855326 EASEMENT TO DRAIN WATER 2 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
4 DP1002052 EASEMENT TO DRAIN WATER 3 WIDE & VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
5 DP1002052 EASEMENT TO DRAIN WATER 3 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
6 DP1031072 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
7 DP1031072 RESTRICTION(S) ON THE USE OF LAND
8 AV122839 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

rhianon@expertsinconveyancing.com.au PRINTED ON 29/10/2026

**Asterisked entries do not appear on the former Certificate of Title (abolished in 2021) or on the Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.

Fynd Pty Ltd - hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) if the Real Property Act 1900. Note: Information contained in this document is provided by Fynd Pty Ltd (ABN: 73 642 504 238), https://fynd.info an approved NSW Land Registry Services Information Broker.

PLAN FORM 2

Plan Drawing only to appear in this space

SIGNATURES AND SEALS ONLY

THE COMMON SEAL OF THE CESSNOCK CITY COUNCIL WAS HERETO AFFIXED THIS 30th DAY OF May 2001, IN PURSUANCE OF A RESOLUTION OF COUNCIL PASSED ON THE 23rd DAY OF May 2001.

MAYOR

CESSNOCK CITY COUNCIL THE COMMON SEAL OF

GENERAL MANAGER

Crown Lands Office Approval

PLAN APPROVED .....

Authorised Officer

Land District .....

Paper No. .....

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

Subdivision Certificate

I certify that the provisions of s. 109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed SUBDIVISION *set out herein*

(Insert 'subdivision' or 'new road')

David Lee

**Authorised Person/~~General Manager/Accredited Certifier~~*

Consent Authority: CESSNOCK CITY COUNCIL

Date of endorsement: MAY 4, 2001

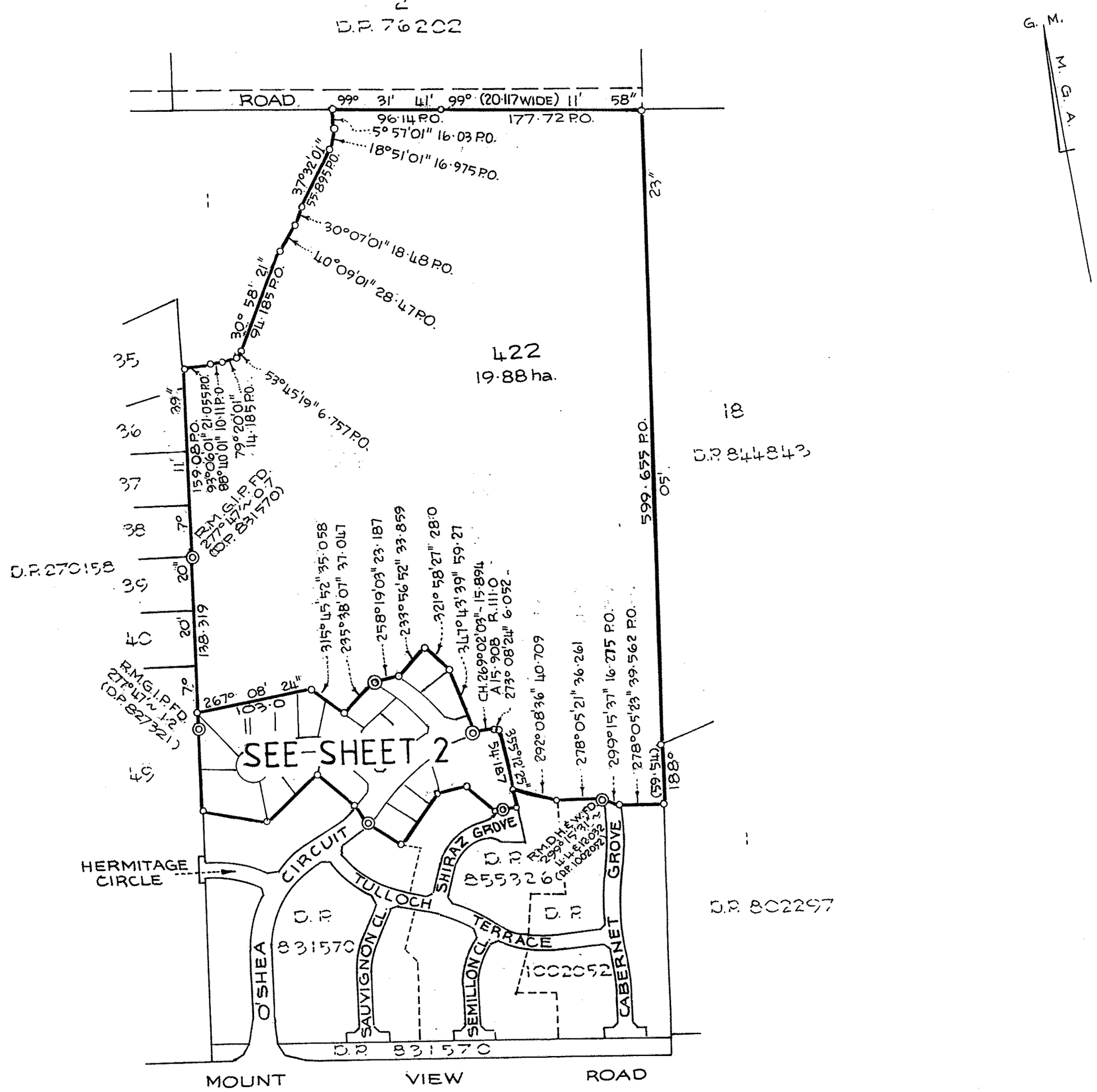
Accreditation No.: -

Subdivision Certificate No.: 14/1998/31

File No.: 150/598/31

When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General.

**Delete whichever is inapplicable*



DP1031072

Registered: 11.7.2001

C.A.: SEE CERTIFICATE

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: 12765-8#

Last Plan: DP1002052

PLAN: OF
SUBDIVISION OF LOT 324
D.P. 1002052

Lengths are in metres. Reduction Ratio 1: 3000

L.G.A.: CESSNOCK CITY

Locality: CESSNOCK

Parish: POKOLBIN

County: NORTHUMBERLAND

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

Surveyors (Practice) Regulation 1996

I, DARCY CHARLES MCELWEE of McELWEE ASSOCIATES PTY. LTD. P.O. BOX 5116 NEWCASTLE WEST.

a surveyor registered under the Surveyor's Act. 1929, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveyors (Practice) Regulation 1996 and was completed on 16. FEB. 2001

The survey relates to Lots 401 - 421 only

(here specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Datum Line X ~ Y (SHEET 2)

Zone: Suburban/~~County~~

(Signature) .....

Surveyor registered under the Surveyors Act. 1929

Plans used in preparation of survey/~~compilation~~
D.P. 831570
D.P. 855326
D.P. 1002052

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

IT IS INTENDED
(A) TO DEDICATE
(1) THE EXTENSION OF O'SHEA CIRCUIT AND WYNDHAM RIDGE TO THE PUBLIC AS ROAD
(2) THE PATHWAY TO THE PUBLIC.
(3) LOT 421 AS PUBLIC RESERVE.
(B) TO CREATE
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED
(1) EASEMENT TO DRAIN WATER 2 WIDE.
(2) EASEMENT TO DRAIN WATER VARIABLE WIDTH.
(3) RESTRICTIONS ON USE OF LAND.

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

SURVEYOR'S REFERENCE: A.16520 - CHECK LIST.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

© Office of the Registrar-General /Src:Fynd /Ref:rhianon?expertsinconveyancing.com.au /Req:R048187 /Doc:DP 1031072 P /Rev:16-Jul-2001 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 11:29 /Seq:1 of 2

PLAN FORM 3 | To be used in conjunction with Plan Form 2 | WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

LY

DP1031072

Registered: 11.7.2001

This sheet 2 of my plan in 2 sheets dated 16 FEB 2001

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 2 sheets covered by my Certificate No. 14/1998/31 of MAY 4, 2001

General Manager/Authorised Person

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

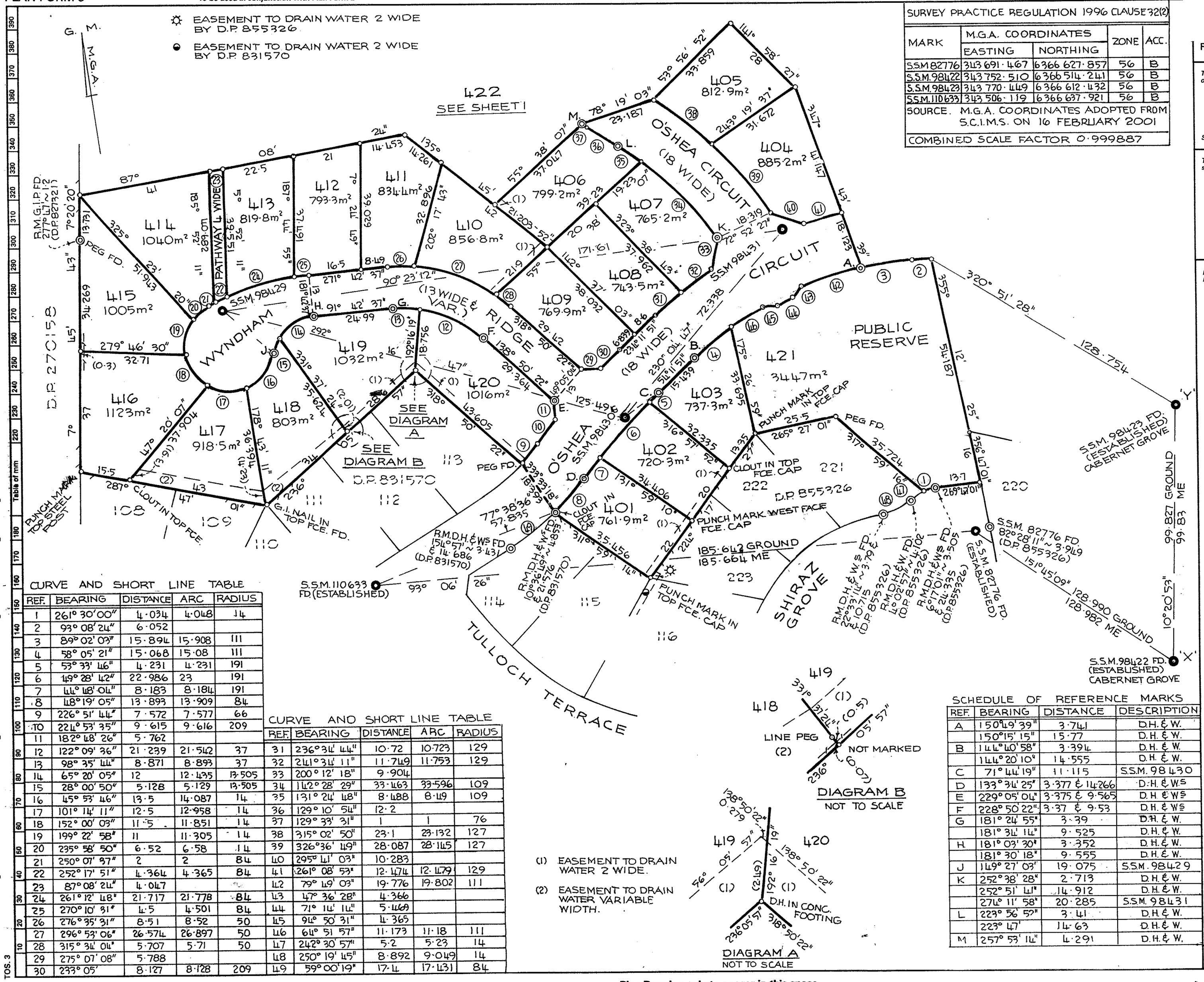
- ☼ EASEMENT TO DRAIN WATER 2 WIDE BY D.P. 855326
- ● EASEMENT TO DRAIN WATER 2 WIDE BY D.P. 831570

SURVEY PRACTICE REGULATION 1996 CLAUSE 32(2)

MARK	M.G.A. COORDINATES EASTING	M.G.A. COORDINATES NORTHING	ZONE	ACC.
S.S.M. 82776	343 691·467	6366 627·857	56	B
S.S.M. 98422	343 752·510	6366 514·241	56	B
S.S.M. 98423	343 770·449	6366 612·432	56	B
S.S.M. 110633	343 506·119	6366 637·921	56	B

SOURCE. M.G.A. COORDINATES ADOPTED FROM S.C.I.M.S. ON 16 FEBRUARY 2001

COMBINED SCALE FACTOR 0·999887



CURVE AND SHORT LINE TABLE

REF.	BEARING	DISTANCE	ARC	RADIUS
1	261° 30' 00"	4·034	4·048	14
2	93° 08' 24"	6·052		
3	89° 02' 03"	15·894	15·908	111
4	58° 05' 21"	15·068	15·08	111
5	53° 33' 46"	4·231	4·231	191
6	49° 28' 42"	22·986	23	191
7	44° 48' 04"	8·183	8·184	191
8	48° 19' 05"	13·893	13·909	84
9	226° 51' 44"	7·572	7·577	66
10	224° 53' 35"	9·615	9·616	209
11	182° 48' 26"	5·762		
12	122° 09' 36"	21·239	21·542	37
13	98° 35' 44"	8·871	8·893	37
14	65° 20' 05"	12	12·435	13·505
15	28° 00' 50"	5·128	5·129	13·505
16	45° 53' 46"	13·5	14·087	14
17	101° 14' 11"	12·5	12·958	14
18	152° 00' 03"	11·5	11·851	14
19	199° 22' 58"	11	11·305	14
20	235° 58' 50"	6·52	6·58	14
21	250° 07' 37"	2	2	84
22	252° 17' 51"	4·364	4·365	84
23	87° 08' 24"	4·047		
24	261° 12' 48"	21·717	21·778	84
25	270° 10' 31"	4·5	4·501	84
26	276° 35' 31"	8·51	8·52	50
27	296° 53' 06"	26·574	26·897	50
28	315° 31' 01"	5·707	5·71	50
29	275° 07' 08"	5·788		
30	233° 05'	8·127	8·128	209

CURVE AND SHORT LINE TABLE

REF.	BEARING	DISTANCE	ARC	RADIUS
31	236° 34' 44"	10·72	10·723	129
32	241° 34' 11"	11·749	11·753	129
33	200° 12' 18"	9·904		
34	142° 28' 29"	33·463	33·596	109
35	131° 24' 48"	8·488	8·49	109
36	129° 10' 54"	12·2		
37	129° 33' 31"	1	1	76
38	315° 02' 50"	23·1	23·132	127
39	326° 36' 49"	28·087	28·145	127
40	295° 41' 03"	10·283		
41	261° 08' 53"	12·474	12·479	129
42	79° 49' 03"	19·776	19·802	111
43	47° 36' 28"	4·366		
44	71° 14' 14"	5·469		
45	94° 50' 31"	4·365		
46	64° 51 57"	11·173	11·18	111
47	242° 30' 57"	5·2	5·23	14
48	250° 19' 45"	8·892	9·049	14
49	59° 00' 19"	17·14	17·431	84

(1) EASEMENT TO DRAIN WATER 2 WIDE.

(2) EASEMENT TO DRAIN WATER VARIABLE WIDTH.

DIAGRAM B
NOT TO SCALE

DIAGRAM A
NOT TO SCALE

SCHEDULE OF REFERENCE MARKS

REF.	BEARING	DISTANCE	DESCRIPTION
A	150°49'39"	3·741	D.H. & W.
	150°15' 15"	15·77	D.H. & W.
B	144°40'58"	3·394	D.H. & W.
	144°20'10"	14·555	D.H. & W.
C	71°44'19"	11·115	S.S.M. 98430
D	133°34'25"	3·377 & 14·266	D.H. & W.S
E	229°05'04"	3·375 & 9·565	D.H. & W.S
F	228°50'22"	3·37 & 9·53	D.H. & W.S
G	181°24'55"	3·39	D.H. & W.
	181°34'14"	9·525	D.H. & W.
H	181°03'30"	3·352	D.H. & W.
	181°30'18"	9·555	D.H. & W.
J	149°27'03"	19·075	S.S.M. 98429
K	252°38'28"	2·713	D.H. & W.
	252°51'41"	14·912	D.H. & W.
	274°11'58"	20·285	S.S.M. 98431
L	223°56'52"	3·41	D.H. & W.
	223°47'	14·63	D.H. & W.
M	257°53'14"	4·291	D.H. & W.

Reduction Ratio 1: 750

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: A.16520

Req:R048187 /Doc:DP 1031072 P /Rev:16-Jul-2001 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 11:29 /Seq:2 of 2
© Office of the Registrar-General /Src:Fynd /Ref:rhianon?expertsinconveyancing.com.au
TOS.3

PLAN FORM 2

Plan Drawing only to appear in this space

*OFFICE USE ONLY

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

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

Maureen Callaghan
MAYOR

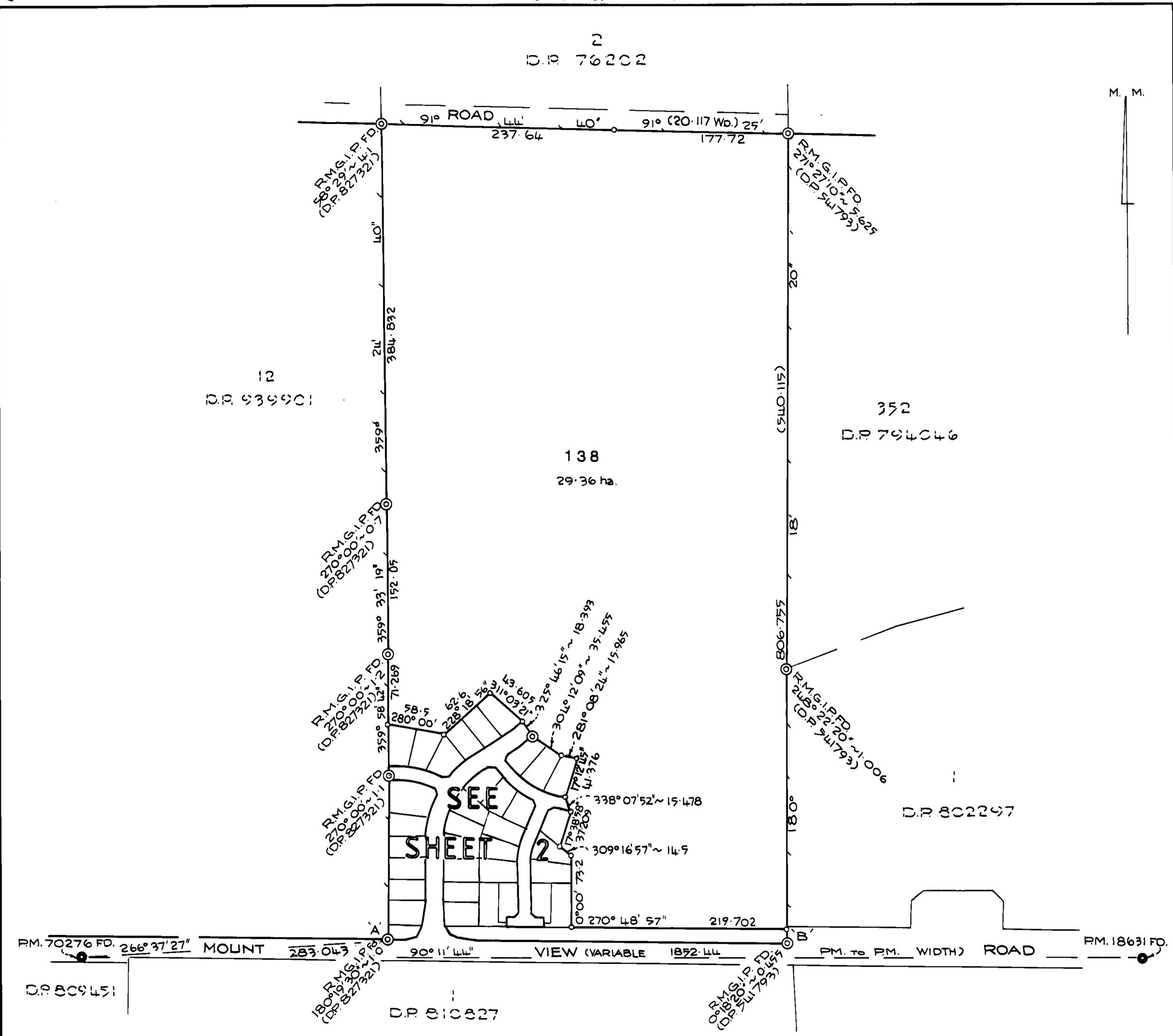
Colin Cowan
TOWN CLERK

Crown Lands Office Approval

N APPROVED .....
Authorised Officer
Land District.....
Paper No.....
Field Book .....pages.....

Council Clerk's Certificate

eby certify that —
(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and
(b) the requirements of Part 3 Division 2 of the Water Board Act 1987 and Water Supply Authorities Act 1987
have been complied with by the applicant in relation to the osed SUBDIVISION
irt "new road", "subdivision" or "consolidated lot") set out herein
ivision No. 92/17
23-6-1993
nature) .....
Council Clerk
ncil File No. 150/592/17
his part of certificate to be deleted where the application is only for a olidated lot or the opening of a new road or where the land to be ivided is wholly outside the areas of operations of the Metropolitan r Sewerage and Drainage Board and the Hunter District Water d.
Delete if inapplicable.



DP 831570
Registered: 30.6.1993.
C.A: No 92/17 OF 29.6.1993
Title System: TORRENS
Purpose: SUBDIVISION
Ref. Map: U2765-8*
Last Plan: DP827321

PLAN OF
SUBDIVISION OF LOT 11 D.P. 827321

Lengths are in metres. Reduction Ratio 1: 3000

~~Mun./Shire~~
City CESSNOCK
Locality: CESSNOCK
Parish: POKOLBIN
County: NORTHUMBERLAND

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

I, DARCY CHARLES McELWEE
of 81 DARBY ST. NEWCASTLE
a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made in accordance with the Survey Practice Regulations ~~1933~~ and any special requirements of the Department of Lands, and was completed on
#. 21ST MAY 1993
Signature .....
Surveyor registered under Surveyors Act, 1929, as amended.
Datum Line of Azimuth. A~B
#Insert date of survey. ϕ 1990

Plans used in preparation of survey/~~compilation~~.
D.P. 827321

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

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

IT IS INTENDED

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

(B) TO CREATE PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919
① EASEMENT TO DRAIN WATER 2 WIDE.
② EASEMENT TO DRAIN WATER 3 WIDE.
③ EASEMENT FOR WATER SUPPLY PUMPING STATION.
④ RESTRICTIONS ~~AS TO USER~~ ON USE OF LAND

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

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

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION MPD

Y 0 3 8 A 2 A

Req:R048188 /Doc:DP 0831570 P /Rev:07-Jul-1993 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 11:29 /Seq:1 of 2
© Office of the Registrar-General /Src:Fynd /Ref:rhianon?expertsinconveyancing.com.au

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

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

M. M.

HERMITAGE CIRCLE (13 WIDE)
CIRCUIT
TULLOCH (13 WIDE) TERRACE
O'SHEA (18 WIDE & VARIABLE)
SAUVIGNON GROVE (13 WIDE & VARIABLE)
MOUNT VIEW ROAD (VARIABLE WIDTH)

R.M.G.I.P.FD. 210°00'00" 2.08 (DP.827321)
R.M.G.I.P.FD. 150°19'30" (DP.827321)
R.M.G.I.P.FD. 90°18'20" (D.P.541793)

101	925m²	
102	813·6m²	
103	840·3m²	
104	828·9m²	
105	886·6m²	
106	782·3m²	
107	752·3m²	
108	1018m²	
109	944·7m²	
110	928m²	
111	832·2m²	
112	825m²	
113	972·7m²	
114	804·9m²	
115	938·1m²	
116	809·4m²	
117	730·4m²	
118	808·7m²	
119	890·9m²	
120	757·5m²	
121	942m²	
122	911·9m²	
123	757·1m²	
124	865·6m²	
125	835m²	
126	881·9m²	
127	743·4m²	
128	796·5m²	
129	821·8m²	
130	778·2m²	
131	790·1m²	
132	854·4m²	
133	836·1m²	
134	773·2m²	
135	868·7m²	
136	442·5m²	
137	5101m²	

SSM 72547 (VARIABLE)
SSM 72546
SSM 72548
SEE DIAG. B
SEE DIAGRAM A
SEE DIAG. C

DIAGRAM A
NOT TO SCALE

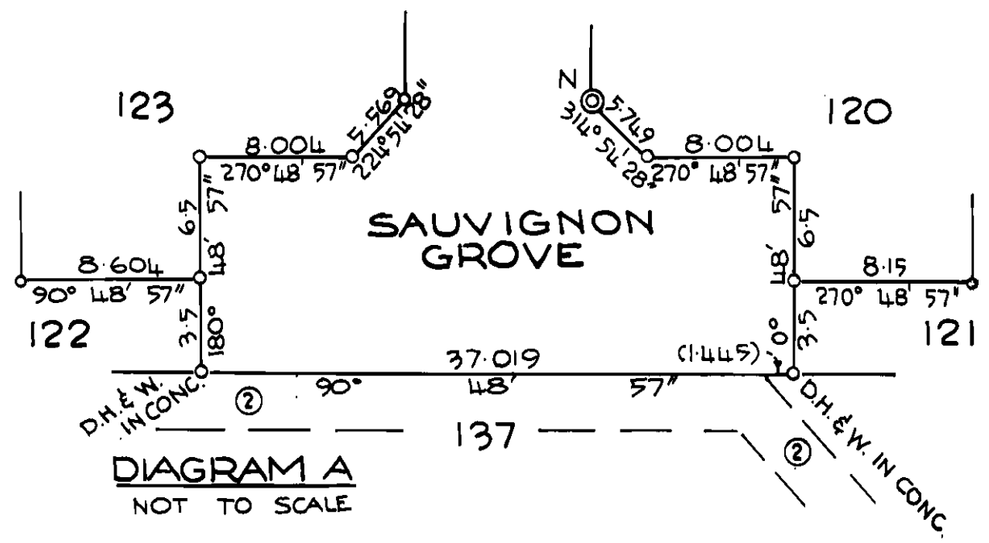


DIAGRAM B
NOT TO SCALE

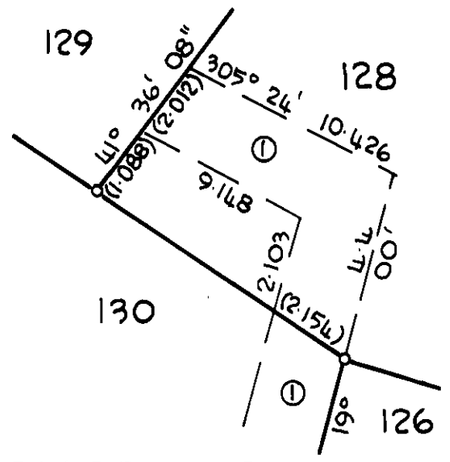
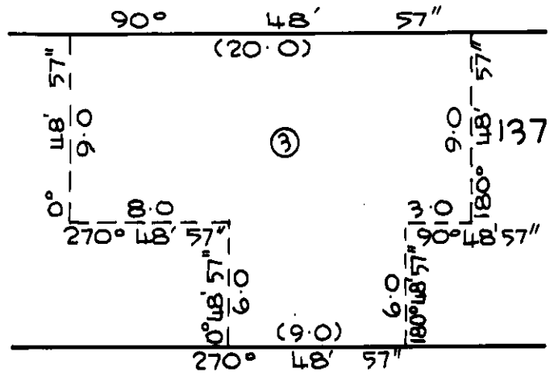


DIAGRAM C
NOT TO SCALE



REFERENCE MARKS			
№	DRILL HOLE & WINGS		
A	90° 48' 57"	4·756	18·76
B	90° 19' 30"	3·356	14·565
C	147° 10' 00"	3·252	14·38
D	147° 10' 00"	3·431	14·686
E	93° 49' 50"	4·853	21·576
F	214° 13' 22"	3·25	9·515
G	179° 58' 42"	3·385	9·55
H	230° 00' 00"	3·406	9·562
J	180° 00' 00"	3·583	9·876
K	111° 14' 50"	3·415	9·56
L	113° 15' 51"	3·396	9·564
M	89° 00' 00"	3·343	9·501
N	90° 48' 57"	3·273	9·618

SHORT LINE TABLE				
№	RADIUS	ARC	BEARING	DISTANCE
1	99	3·01	181° 11' 46"	3·01
2			163° 35' 43"	5·571
3			89° 58' 42"	8·714
4			269° 58' 42"	8·727
5			259° 00' 00"	6·252
6	99	4·331	235° 54' 48"	4·331
7			8° 35' 00"	5·334
8			281° 00' 00"	1·6
9	106·5	8·371	103° 15' 05"	8·368
10			64° 58' 54"	6·011
11	53·5	4·802	1° 34' 16"	4·8
12	66·5	1·0	179° 25' 50"	1·0
13	66·5	11·162	198° 27' 20"	11·149
14			159° 29' 21"	5·782
15	106·5	4·173	138° 52' 38"	4·173
16			98° 35' 00"	6·047
17	81	6·302	2° 33' 13"	6·3

DP 831570 *

Registered: 30·6·1993 *

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

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 2 sheets covered by my Certificate No. 92/17 of 1993. 23rd June

Council Clerk

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

Reduction Ratio 1: 800

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: S1480S/1

Req:R048188 /Doc:DP 0831570 P /Rev:07-Jul-1993 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 11:29 /Seq:2 of 2
© Office of the Registrar-General /Src:Fynd /Ref:rhianon?expertsinconveyancing.com.au

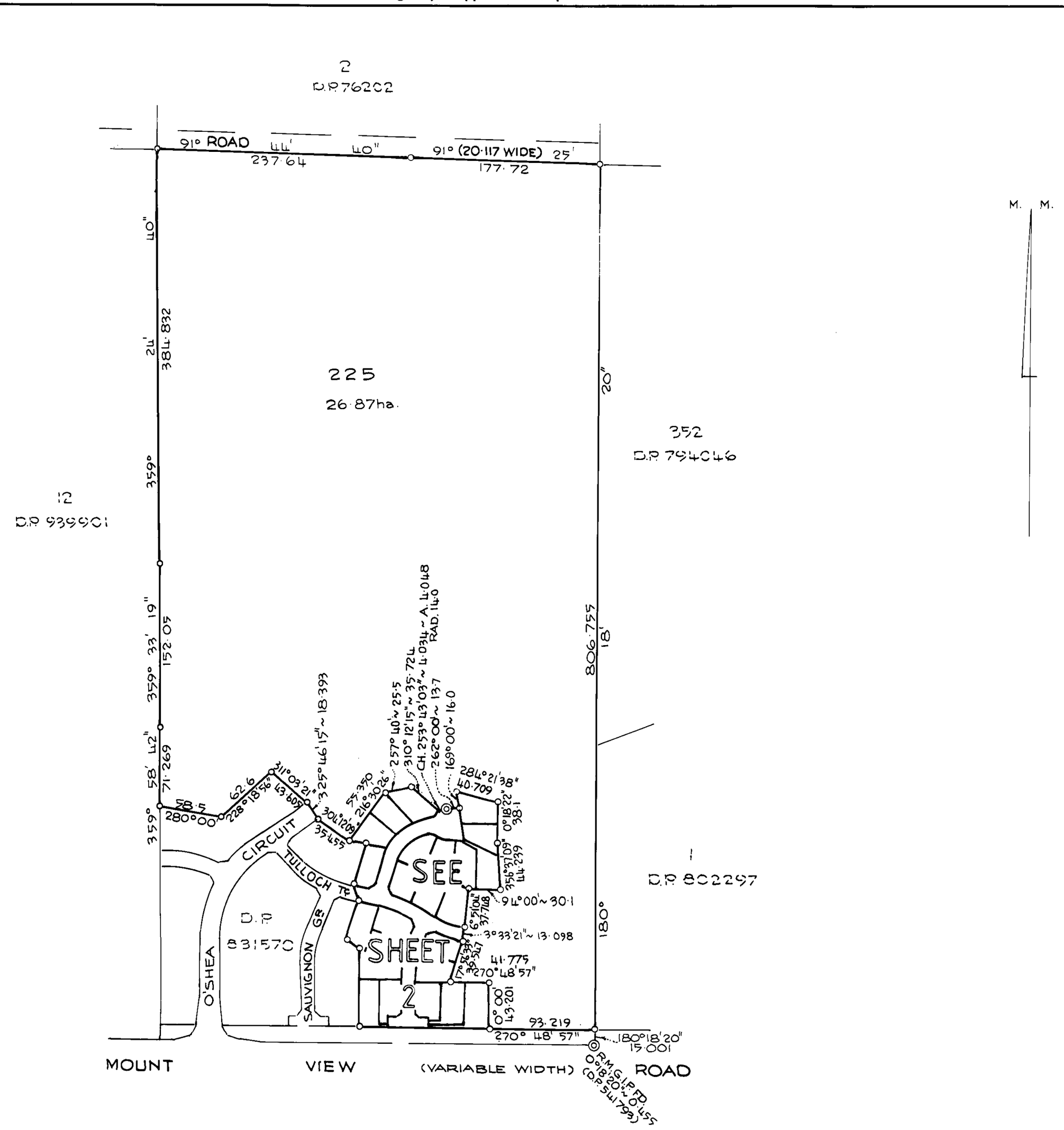
PLAN FORM 2 — Plan Drawing only to appear in this space — *OFFICE USE ONLY

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

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

~~MAYOR~~ COUNCILLOR

GENERAL MANAGER



M. M.

DP 855326 *

Registered: MB 14.12.1995 *

C.A: N° 5/94 OF 22.11.1995

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U2765-8

Last Plan: D.P. 831570

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

Lengths are in metres. Reduction Ratio 1:3000

LGA CESSNOCK CITY

Locality: CESSNOCK

Parish: POKOLBIN

County: NORTHUMBERLAND

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

I, DARCY C. McELWEE

of DARCY McELWEE & ASSOCIATES P.O.BOX 5116 NEWCASTLE WEST

a surveyor registered under the Surveyors Act 1929, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Survey Practice Regulation 1990 and was completed on 1ST SEPTEMBER 1995

(Signature) .....

Surveyor registered under the Surveyors Act 1929

AZIMUTH X-Y

Plans used in preparation of survey/~~compilation~~.

D.P. 831570

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

IT IS INTENDED

(A) TO DEDICATE THE EXTENSION OF TULLOCH TERRACE, SEMILLON GROVE AND SHIRAZ GROVE TO THE PUBLIC AS ROAD.

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

① EASEMENT TO DRAIN WATER 2 WIDE.
② EASEMENT TO DRAIN WATER 3 WIDE.
③ EASEMENT TO DRAIN WATER 1.5 WIDE.
④ EASEMENT FOR UNDERGROUND ELECTRICITY CABLES 1.2 WIDE.
⑤ RESTRICTIONS ON USE OF LAND.

Crown Lands Office Approval

PLAN APPROVED .....
Authorised Officer

Land District .....

Paper No. .....

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

Council's Certificate

I hereby certify that –

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

**(b) the requirements of ~~Part 3 Division 2 of the Water Board Act 1987, or~~ Part 5 Division 7 of the Hunter Water Board (Corporatisation) Act 1991.*

have been complied with by the applicant in relation to the proposed SUBDIVISION

(Insert "new road", "subdivision" or "consolidated lot") set out herein

Subdivision No. 5/94

Date 22 NOVEMBER 1995

(Signature) .....

General Manager/~~Authorised Person~~

Council File No. 150/594/5

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

† Delete if inapplicable

SURVEYOR'S REFERENCE: A.15790 – CHECK LIST

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

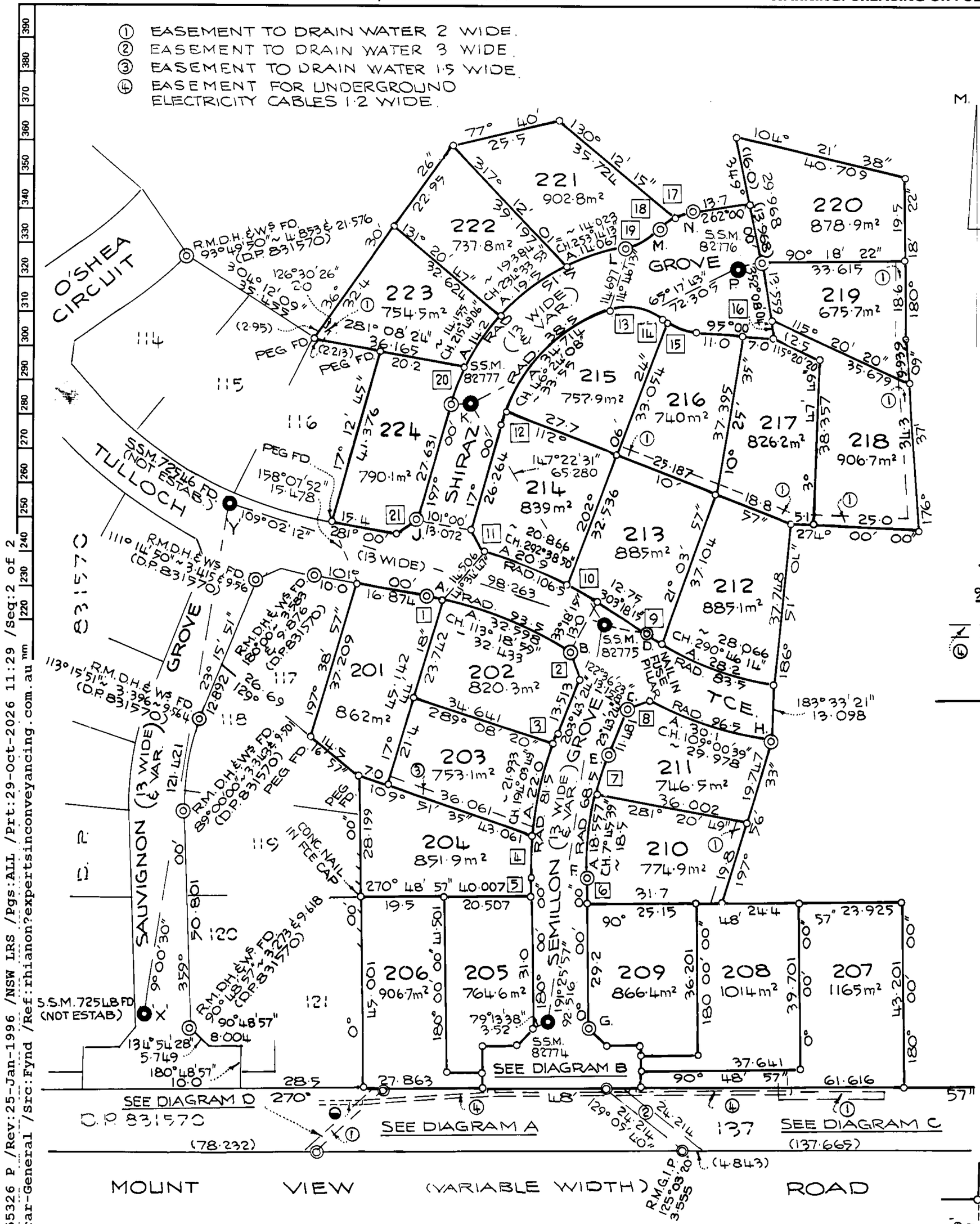
MPD

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R048190 /Doc:DP 0855326 P /Rev:25-Jan-1996 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 11:29 /Seq:1 of 2
© Office of the Registrar-General /Src:Fynd /Ref:rhianon?expertsinconveyancing.com.au
TOS 2

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

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



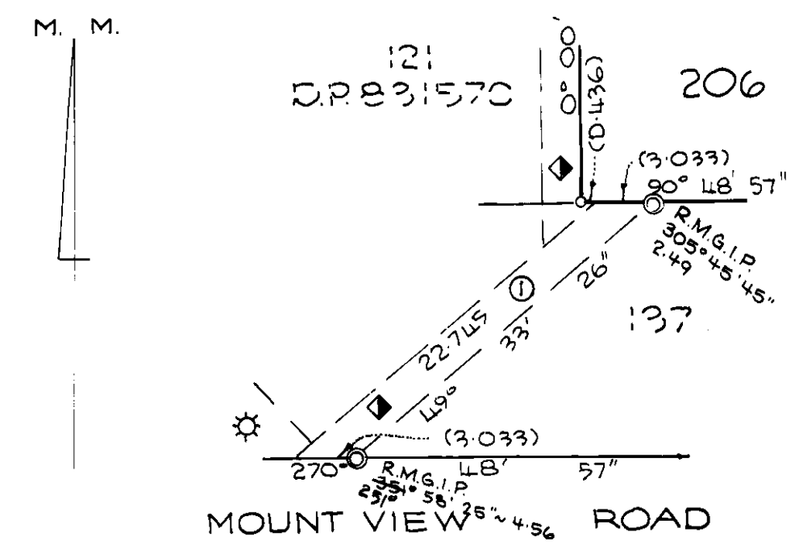


DIAGRAM D
NOT TO SCALE

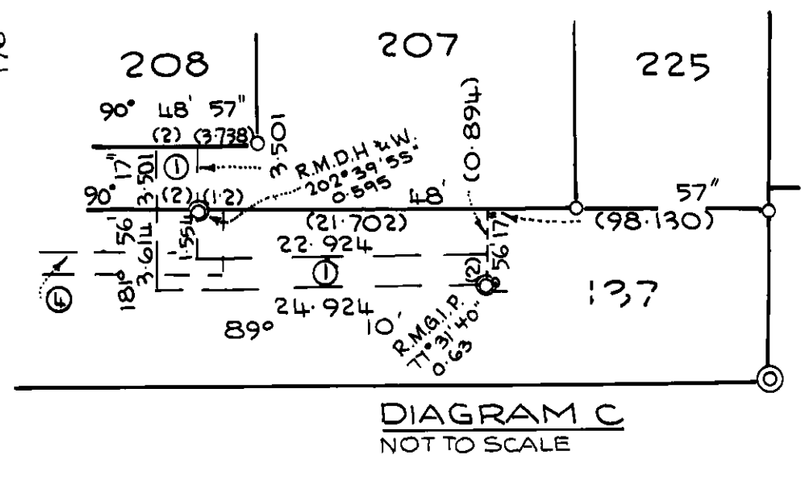


DIAGRAM C
NOT TO SCALE

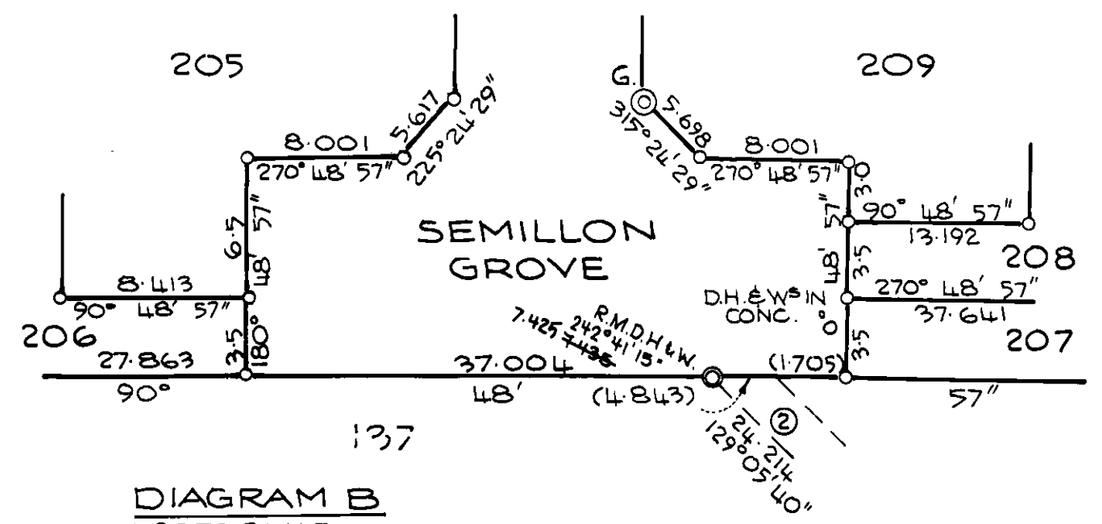


DIAGRAM B
NOT TO SCALE

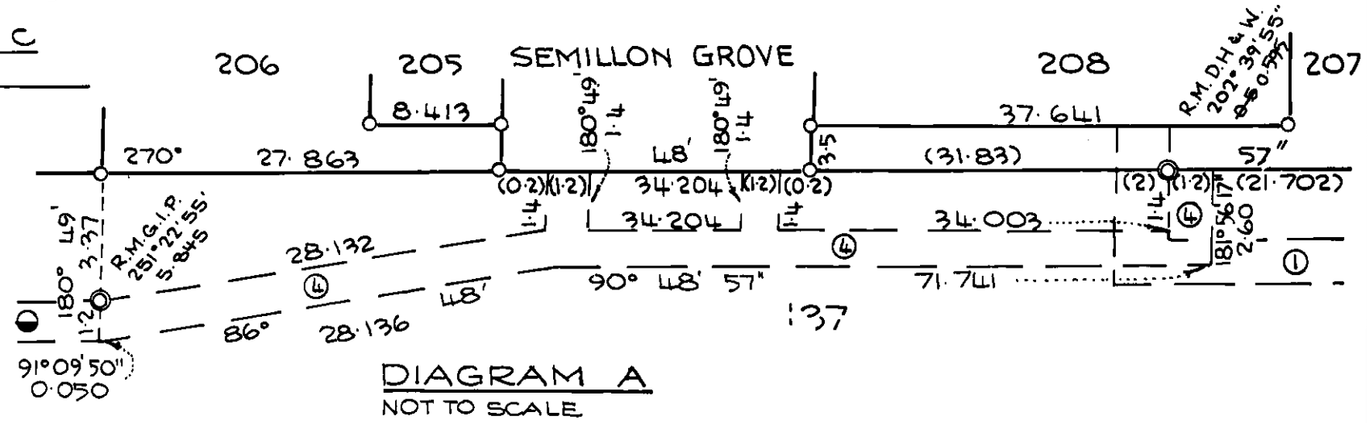


DIAGRAM A
NOT TO SCALE

REFERENCE MARKS & CONNECTIONS

Nº	BEARING	DISTANCE	REMARKS
A	189° 26′	3·375	D.H.&W.
B	213° 18′ 15″	3·278~9·525	D.H.&W.S
C	122° 36′ 23″	3·29 ~9·668	D.H.&W.S
D	89° 18′	6·116	SSM.82775
E	113° 43′ 24″	3·38 ~9·445	D.H.&W.S
F	90° 00′	3·385~9·468	D.H.&W.S
G	90° 48′ 57″	3·375 ~9·542	D.H.&W.S
H	183° 33′ 21″	3·458~9·613	D.H.&W.S
J	281° 00′	3·377 ~9·655	D.H.&W.S
K	287° 00′	3·42 ~9·52	D.H.&W.S
"	256° 08′ 58″	4·112	SSM.82777
L	14° 46′ 13″	3·78 ~10·715	D.H.&W.S
M	356° 15′ 56″	4·102	D.H.&W.
N	358° 30′	3·505~24·335	D.H.&W.
P	74° 41′ 10″	3·949	SSM.82776

SHORT LINE TABLE

Nº	RADIUS	ARC	BEARING	DISTANCE
1	93·5	3·8	102° 09′ 52″	3·8
2			160° 31′ 14″	6·613
3	81·5	2·741	202° 45′ 36″	2·741
4	81·5	9·005	183° 09′ 55″	9·0
5			180° 00′ 00″	5·153
6			0° 00′ 00″	7·138
7	68·5	9·806	19° 37′ 21″	9·798
8			71° 22′ 15″	5·413
9	83·5	4·166	301° 52′ 30″	4·166
10	106·5	9·359	300° 47′ 12″	9·356
11			333° 21′ 03″	5·795
12	38·5	2·4	18° 47′ 09″	2·4
13	14·0	13·749	100° 22′ 03″	13·203
14	14·0	1·0	126° 27′ 21″	1·0
15	14·0	7·186	109° 42′ 17″	7·107
16			352° 08′ 04″	4·183
17	14·0	4·048	253° 43′ 03″	4·034
18	14·0	5·23	234° 43′ 56″	5·2
19	14·0	9·049	242° 32′ 44″	8·892
20	51·5	9·815	202° 27′ 35″	9·8
21			239° 00′ 00″	5·978

DP 855326

Registered: MB 14·12·1995

This is sheet 2 of my plan in 2 sheets dated

Surveyor registered under Surveyors Act 1929

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

General Manager / ~~Council Clerk~~

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

REF. MARKS AMENDED IN LTO AT SURVEYORS REQUEST ~ VIDE 2551 AL 24·1·1996

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

Reduction Ratio 1: 800

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: A 15790

Req:R048190 /Doc:DP 0855326 P /Rev:25-Jan-1996 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 11:29 /Seq:2 of 2
© Office of the Registrar-General /Src:Fynd /Ref:rhianon?expertsinconveyancing.com.au

PLAN FORM 2

Plan Drawing only to appear in this space

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

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

.....
MAYOR.

.....
GENERAL MANAGER.

Crown Lands Office Approval

I/N APPROVED .....
Authorised Officer

Land District .....

Paper No. .....

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

Council's Certificate

I/We hereby certify that –

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

b) the requirements of ~~† Part 3 Division 2 of the Water Board Act 1987, or†~~ Part 5 Division 7 of the Hunter Water Board (Corporatisation) Act 1991.

have been complied with by the applicant in relation to the proposed SUBDIVISION

(insert "new road", "subdivision" or "consolidated lot") set out herein

Subdivision No. 5/94

Date MAY 20, 1999

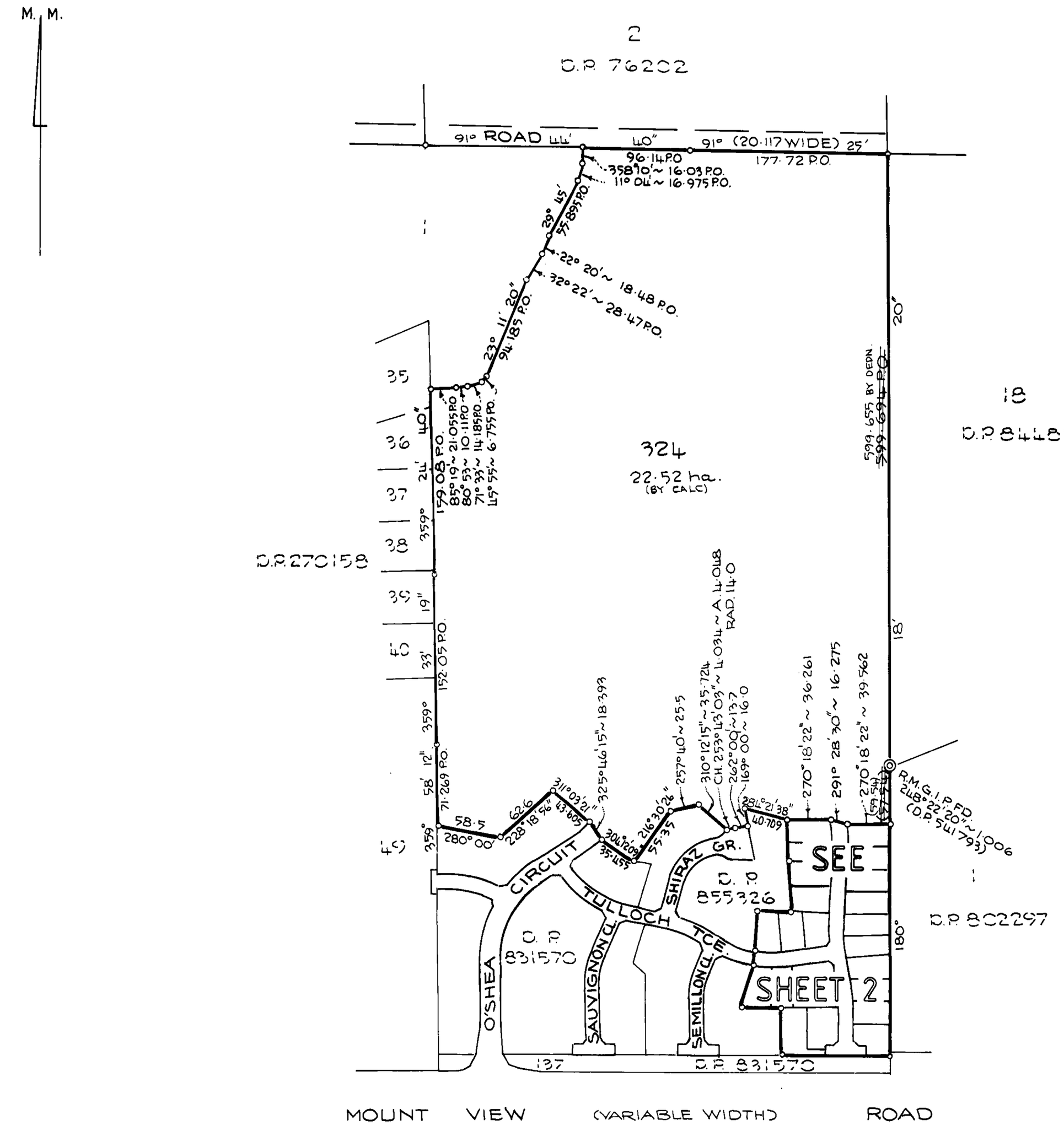
(Signature) .....
General Manager/~~Authorised Person~~

Council File No. 150/594/5

**This part of the certificate to be deleted where the application is not for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Water Board and the Hunter Water Corporation Ltd.*

† Delete if inapplicable

SURVEYOR'S REFERENCE: A. 16307- CHECK LIST



DP1002052

Registered: 25.6.1999

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

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U2765-8#

Last Plan: D P 872006

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

Lengths are in metres. Reduction Ratio 1: 3000

LGA CESSNOCK CITY

Locality: CESSNOCK

Parish: POKOLBIN

County: NORTHUMBERLAND

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

I, DARCY CHARLES McELWEE
of McELWEE ASSOCIATES PTY. LTD. P.O. BOX 5116 NEWCASTLE WEST 2302
a surveyor registered under the Surveyors Act 1929, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Survey Practice Regulation ~~1990~~ and was completed on 25th MARCH 1999
1996
AS REGARDS LOTS 301-323 ONLY

(Signature) .....

ZONE: SUBURBAN
Datum Line Of Azimuth A ~ B

Surveyor registered under the Surveyors Act 1929

Plans used in preparation of survey/~~compilation~~.
D.P. 872006
D.P. 855326
D.P. 831570

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

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

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

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

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R048193 /Doc:DP 1002052 P /Rev:30-Jun-1999 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 11:29 /Seq:1 of 2
© Office of the Registrar-General /Src:Fynd /Ref:rhianon?expertsinconveyancing.com.au

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

DP1002052

Registered: 25.6.1999

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

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 2 sheets covered by my Certificate No. 150/594/5 of MAY 20, 1999

General Manager/~~Authorised Person~~

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

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

M. M.

SHORT LINE TABLE

REF.	BEARING	DISTANCE	ARC	RADIUS
1	82° 30′	5·0		
2	126° 55′	5·715		
3	171° 20′	4·366		
4	179° 16′ 35″	5·154	5·154	143·5
5	225° 33′ 38″	5·632		
6	270° 48′ 57″	8·0		
7	180° 48′ 57″	6·5		
8	270° 48′ 57″	11·254		
9	180° 48′ 57″	3·5		
10	270° 48′ 57″	8·0		
11	315° 33′ 38″	5·682		
12	358° 30′ 10″	9·846	9·848	156·5
13	351° 20′	5·523		
14	351° 20′	5·158		
15	3° 30′	4·746		
16	3° 30′	3·194		
17	181° 57′ 56″	2·865	2·865	53·5
18	183° 30′	5·0		
19	219° 02′ 22″	5·815		
20	263° 19′ 24″	2·4	2·4	83·5

SHIRAZ GROVE — SEMILLON GROVE — CABERNET GROVE — TULLOCH (60 WIDE) TCE. — MOUNT VIEW ROAD

D.P. 855326 — D.P. 802297 — D.P. 831570

220 317 737·3m² — 219 318 746·4m² — 217 218 319 873·7m² — 320 756·2m² — 212 323 797·3m² — 322 757·9m² — 321 699·6m² — 210 301 812·5m² — 302 708·8m² — 303 786·8m² — 304 797·6m² — 209 208 207 306 1029m² — 305 843·2m² — 316 771·5m² — 315 781·9m² — 314 804·2m² — 313 805·6m² — 312 835·7m² — 311 790·6m² — 310 785·7m² — 309 707·2m² — 308 681m² — 307 824·4m²

SSM 72546 (NOT EST.) — SSM 82775 FD. DISTURBED (NOT EST.) — SSM 82776 FD. DISTURBED (NOT EST.) — SSM 98422 (NOT EST.) — SSM 98423 (NOT EST.) — SSM 98424 (NOT EST.)

RM.DH&WFD 358°30′~3·505 (D.P. 855326) — RM.DH&WFD 183°33′21″~3·458 & 9·613 (D.P. 855326) — RM.DH&WFD 90°00′~3·385 (D.P. 855326) — RM.DH&WFD 90°48′57″~3·375 (D.P. 855326) — RM.DH&WFD 202°39′55″~0·095 (D.P. 855326) — RM.G.I.P. 315°33′~2·10 — RM.G.I.P. FD 0°18′20″~0·455 (DP 541793) — RM.G.I.P FD 245°22′20″~1·006 (DP 541793)

RM.1 — RM.2 — RM.3 — RM.4 — RM.5 — RM.6 — RM.7 — RM.8 — RM.9 — RM.10 — RM.11 — RM.12 — RM.13 — RM.14 — RM.15 — RM.16 — RM.17 — RM.18 — RM.19

(0·5) LINE PEG

SEE DIAG. A — SEE DIAG. B — SEE DIAG. C

DIAGRAM B
NOT TO SCALE

DIAGRAM C
NOT TO SCALE

DIAGRAM 'A'
NOT TO SCALE

☼ EASEMENT FOR WATER SUPPLY PUMPING STATION – (D.P. 831570)

◒ EASEMENT TO DRAIN WATER 2 WIDE. – (D.P. 855326)

ø CORNER NOT MARKED – UNDER FENCE.

SCHEDULE OF REFERENCE MARKS

REF.	BEARING	DISTANCE	DESCRIPTION
1.	172° 30′	3·405 & 9·522	D.H. & WS
2.	249° 25′ 44″	5·234	S.S.M. 98422
3.	183° 35′ 30″	5·282	S.S.M. 98422
4.	261° 20′	3·404 & 9·524	D.H. & WS
5.	270° 18′ 20″	3·41 & 9·51	D.H. & WS
6.	294° 04′	12·885	S.S.M. 98424
7.	256° 01′ 30″	3·445 & 9·73	D.H. & WS
8.	273° 30′	3·404 & 9·504	D.H. & WS
9.	310° 15′ 56″	4·29	S.S.M. 98423
10.	291° 28′ 30″	4·4 & 12·032	D.H. & WS

Reduction Ratio 1: 800

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: A.16307

Req:R048193 /Doc:DP 1002052 P /Rev:30-Jun-1999 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 11:29 /Seq:2 of 2
© Office of the Registrar-General /Src:Fynd /Ref:rhianon?expertsinconveyancing.com.au

Req:R048194 /Doc:DP 1031072 B /Rev:17-Jul-2001 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 11:30 /Seq:1 of 5
© Office of the Registrar-General /Src:Fynd /Ref:rhianon?expertsinconveyancing.com.au

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

Lengths are in metres

DP1031072

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

Name and address of proprietors of the land:

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

PART 1

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

Schedule of lots affected:

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

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

Schedule of lots affected:

Lots burdened	Lots benefited
417	416
418	416 & 417

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

Schedule of lots affected:

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

Req:R048194 /Doc:DP 1031072 B /Rev:17-Jul-2001 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 11:30 /Seq:2 of 5
© Office of the Registrar-General /Src:Fynd /Ref:rhianon?expertsinconveyancing.com.au

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

Lengths are in metres

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

DP1031072

PART 2

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

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

3 Terms of restrictions thirdly referred to in abovementioned plan:

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

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

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

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

Req:R048194 /Doc:DP 1031072 B /Rev:17-Jul-2001 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 11:30 /Seq:3 of 5
© Office of the Registrar-General /Src:Fynd /Ref:rhianon?expertsinconveyancing.com.au

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

Lengths are in metres

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

DP1031072

PART 2 - continued

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

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

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

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

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

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

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

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

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

Req:R048194 /Doc:DP 1031072 B /Rev:17-Jul-2001 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 11:30 /Seq:4 of 5
© Office of the Registrar-General /Src:Fynd /Ref:rhianon?expertsinconveyancing.com.au

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

Lengths are in metres

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

DP1031072

PART 2 - continued

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

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

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

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

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

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

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

Req:R048194 /Doc:DP 1031072 B /Rev:17-Jul-2001 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 11:30 /Seq:5 of 5
© Office of the Registrar-General /Src:Fynd /Ref:rhianon?expertsinconveyancing.com.au

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

Lengths are in metres

DP1031072

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

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

.....
Mayor

Colin Cowan
.....
General Manager

CESSNOCK THE COMMON SEAL OF CITY COUNCIL

REGISTERED 11.7.2001

Req:R048195 /Doc:DP 0831570 B /Rev:07-Jul-1993 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 11:30 /Seq:1 of 5
© Office of the Registrar-General /Src:Fynd /Ref:rhianon?expertsinconveyancing.com.au

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

Lengths are in metres

Plan **DP 831570**

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

Full name and address of proprietors of the land

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

PART 1

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

Schedule of lots affected

Lots burdened	Lots benefited
106	107
116	138
118	117
119	117 and 118
121	117,118 and 119
137	117,118,119 and 121
128	129
130	128 and 129
131	128,129 and 130
132	128 to 131 inclusive
133	128 to 132 inclusive
134	128 to 133 inclusive
135	128 to 134 inclusive

2 Identity of easement secondly referred to in abovementioned plan — **Easement to drain water 3 wide**

Schedule of lots etc. affected

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

3 Identity of easement thirdly referred to in abovementioned plan — **Easement for water supply pumping station**

Schedule of lot etc. affected

Lot burdened	Name of Authority benefited
137	Hunter Water Corporation Limited

REGISTERED 30.6.1993

Req:R048195 /Doc:DP 0831570 B /Rev:07-Jul-1993 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 11:30 /Seq:2 of 5
© Office of the Registrar-General /Src:Fynd /Ref:rhianon?expertsinconveyancing.com.au

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

Lengths are in metres

Plan DP831570

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

PART 1 continued

4 Identity of restrictions fourthly referred to in abovementioned plan

Restrictions ~~as to User~~ on use of land

Schedule of lots affected

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

PART 2

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

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

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

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

REGISTERED 30.6.1993

Req:R048195 /Doc:DP 0831570 B /Rev:07-Jul-1993 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 11:30 /Seq:3 of 5
© Office of the Registrar-General /Src:Fynd /Ref:rhianon?expertsinconveyancing.com.au

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

Lengths are in metres

Plan DP831570

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

PART 2 - continued

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

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

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

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

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

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

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

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

REGISTERED 30.6.1993

Req:R048195 /Doc:DP 0831570 B /Rev:07-Jul-1993 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 11:30 /Seq:4 of 5
© Office of the Registrar-General /Src:Fynd /Ref:rhianon?expertsinconveyancing.com.au

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

Lengths are in metres

Plan DP831570

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

PART 2 - continued

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

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

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

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

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

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

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

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

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

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

REGISTERED 30.6.1993

Req:R048195 /Doc:DP 0831570 B /Rev:07-Jul-1993 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 11:30 /Seq:5 of 5
© Office of the Registrar-General /Src:Fynd /Ref:rhianon?expertsinconveyancing.com.au

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

Lengths are in metres

Plan DP831570

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

PART 2 - continued

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

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

Maurice Callaghan
MAYOR

Colin Cowan
GENERAL MANAGER

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

REGISTERED 30.6.1993

-Req:R048198 /Doc:DP 0855326 B /Rev:25-Jan-1996 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 11:30 /Seq:1 of 6
© Office of the Registrar-General /Src:Fynd /Ref:rhianon?expertsinconveyancing.com.au

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

Lengths are in metres

Plan

DP 855326

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

Name and address of proprietor of the land:

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

PART 1

1 Identity of easement firstly referred to in abovementioned plan:

Easement to drain water 2 wide.

Schedule of lots affected:

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

2 Identity of easement secondly referred to in abovementioned plan:

Easement to drain water 3 wide.

Schedule of lots etc. affected:

Lot burdened	Authority benefited
137 DP831570	Cessnock City Council

3 Identity of easement thirdly referred to in abovementioned plan:

Easement to drain water 1.5 wide.

Schedule of lots affected:

Lot burdened	Lot benefited
203	201

Req:R048198 /Doc:DP 0855326 B /Rev:25-Jan-1996 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 11:30 /Seq:2 of 6
© Office of the Registrar-General /Src:Fynd /Ref:rhianon?expertsinconveyancing.com.au

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

Lengths are in metres

Plan 855326

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

PART 1 - continued

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

Schedule of lots etc. affected:

Lot burdened	Authority benefited
137 DP831570	Shortland Electricity

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

Schedule of lots affected:

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

PART 2

4 Terms of easement fourthly referred to in abovementioned plan:

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

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

(b) For the purpose aforesaid for the said Shortland Electricity and or by its authorised servants from time to time and at all reasonable times to enter into and upon the said land and to pass and repass over the same for all purposes whatsoever connected with the rights created by Paragraph (a) hereof.

Req:R048198 /Doc:DP 0855326 B /Rev:25-Jan-1996 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 11:30 /Seq:3 of 6
© Office of the Registrar-General /Src:Fynd /Ref:rhianon?expertsinconveyancing.com.au

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

Lengths are in metres

Plan 855326

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

PART 2 - continued

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

1 Not more than one (1) main building shall be erected upon any lot burdened and such main building shall only be used for single residential dwelling purposes provided always that where the Council of the City of

Cessnock "Dual Occupancy" or "Duplex" Policy permits the erection of a "Dual Occupancy" or "Duplex" on any lot burdened then such "Dual Occupancy" or "Duplex" may only be erected as an attachment to and as part of such main building erected on such lot and strictly in accordance with the said Council Policy and that in such case any or all references in this instrument to main building shall be deemed to include and refer to any permitted "Dual Occupancy" or "Duplex".

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

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

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

Req:R048198 /Doc:DP 0855326 B /Rev:25-Jan-1996 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 11:30 /Seq:4 of 6
© Office of the Registrar-General /Src:Fynd /Ref:rhianon?expertsinconveyancing.com.au

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

Lengths are in metres

Plan 855326

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

PART 2 - continued

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

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

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

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

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

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

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

Req:R048198 /Doc:DP 0855326 B /Rev:25-Jan-1996 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 11:30 /Seq:5 of 6
© Office of the Registrar-General /Src:Fynd /Ref:rhianon?expertsinconveyancing.com.au

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

Lengths are in metres

Plan 855326

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

PART 2 - continued

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

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

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

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

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

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

Req:R048198 /Doc:DP 0855326 B /Rev:25-Jan-1996 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 11:30 /Seq:6 of 6
© Office of the Registrar-General /Src:Fynd /Ref:rhianon?expertsinconveyancing.com.au

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

Lengths are in metres

Plan 855326

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

PART 2 - continued

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

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

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

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

MAYOR/COUNCILLOR

GENERAL MANAGER

REGISTERED MB 14.12.1995

Req:R048199 /Doc:DP 1002052 B /Rev:30-Jun-1999 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 11:30 /Seq:1 of 7
© Office of the Registrar-General /Src:Fynd /Ref:rhianon?expertsinconveyancing.com.au

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

Lengths are in metres

DP1002052

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

Name and address of proprietor of the land:

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

PART 1

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

Schedule of lots affected:

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

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

Schedule of lots affected:

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

Req:R048199 /Doc:DP 1002052 B /Rev:30-Jun-1999 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 11:30 /Seq:2 of 7
© Office of the Registrar-General /Src:Fynd /Ref:rhianon?expertsinconveyancing.com.au

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

Lengths are in metres

Plan:

DP1002052

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

PART 1 - cont'd

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

Schedule of lots etc. affected:

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

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

Schedule of lots etc. affected:

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

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

Schedule of lots etc. affected:

Lot burdened	Authority benefited
315	Energy Australia
316	Energy Australia

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

Schedule of lots affected:

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

Req:R048199 /Doc:DP 1002052 B /Rev:30-Jun-1999 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 11:30 /Seq:3 of 7
© Office of the Registrar-General /Src:Fynd /Ref:rhianon?expertsinconveyancing.com.au

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

Lengths are in metres

Plan:

DP1002052

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

PART 2

1 Terms of easement firstly referred to in abovementioned plan

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

2 Terms of easement secondly referred to in abovementioned plan:

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

3 Terms of easement thirdly referred to in abovementioned plan:

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

4 Terms of easement fourthly referred to in abovementioned plan:

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

5 Terms of easement fifthly referred to in abovementioned plan:

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

a to install and maintain a padmount Substation and to lay and maintain cables and connections on or beneath the surface of that part of the land delineated in the plan therein referred to as "Easement for Electricity Substation".

b For the purpose aforesaid for the said Energy Australia and/or by its authorised servants from time to time and at all reasonable times to enter into and upon the said land and to pass and repass over the same for all purposes whatsoever connected with the rights created by Paragraph (a) hereof.

Req:R048199 /Doc:DP 1002052 B /Rev:30-Jun-1999 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 11:30 /Seq:4 of 7
© Office of the Registrar-General /Src:Fynd /Ref:rhianon?expertsinconveyancing.com.au

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

Lengths are in metres

Plan:

DP1002052

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

PART 2 - cont'd

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

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

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

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

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

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

Req:R048199 /Doc:DP 1002052 B /Rev:30-Jun-1999 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 11:30 /Seq:5 of 7
© Office of the Registrar-General /Src:Fynd /Ref:rhianon?expertsinconveyancing.com.au

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

Lengths are in metres

Plan:

DP1002052

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

PART 2 - cont'd

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

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

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

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

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

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

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

Req:R048199 /Doc:DP 1002052 B /Rev:30-Jun-1999 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 11:30 /Seq:6 of 7
© Office of the Registrar-General /Src:Fynd /Ref:rhianon?expertsinconveyancing.com.au

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

Lengths are in metres

Plan:

DP1002052

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

PART 2 cont'd

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

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

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

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

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

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

Req:R048199 /Doc:DP 1002052 B /Rev:30-Jun-1999 /NSW LRS /Pgs:ALL /Prt:29-Oct-2026 11:30 /Seq:7 of 7
© Office of the Registrar-General /Src:Fynd /Ref:rhianon?expertsinconveyancing.com.au

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

Lengths are in metres

Plan:

DP1002052

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

PART 2 - cont'd

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

CESSNOCK CITY COUNCIL

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

.....
MAYOR.

.....
GENERAL MANAGER

REGISTERED MB 25.6.1999

PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

Experts In Conveyancing
208/12 Pioneer Avenue
Tuggerah 2259

Applicants Reference
4346 Cordowiner

CERTIFICATE DETAILS

Certificate Number:	3271
Date of Certificate:	29/10/2026

PROPERTY DETAILS

Address:	21 Wyndham Ridge CESSNOCK NSW 2325
Title:	LOT: 410 DP: 1031072
Parcel No:	502774

BACKGROUND INFORMATION

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

t: 02 4993 4100 **f**: 02 4993 2500
p: PO Box 152 Cessnock NSW 2325
e: council@cessnock.nsw.gov.au **w**: www.cessnock.nsw.gov.au
ABN 60 919 148 928

PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

1. Names of relevant planning instruments and development control plans

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

State Environmental Planning Policies

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

State Environmental Planning Policy (Sustainable Buildings) 2022_ relevant to zones _ RU4, RU5, RE1, RE2, E1, E2, E3, E4, MU1, C4, SP1, SP2 & SP3

Chapter 2 _ Standards for residential development _ BASIX

Chapter 3_ Standards for Non-residential development

Chapter 4_ Miscellaneous

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 3 _ Hazardous and offensive development

Chapter 4 _ Remediation of land

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

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 2 _ Infrastructure

Chapter 3 _ Educational establishments and child care facilities

State Environmental Planning Policy (Resources and Energy) 2021

Chapter 2 _Mining, petroleum production and extractive industries

State Environmental Planning Policy (Primary Production) 2021

Chapter 2 _ Primary production and rural development

State Environmental Planning Policy (Planning Systems) 2021

Chapter 2 _ State and regional development

Chapter 4 _ Concurrences and consents

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapter 4 _ Koala habitat protection 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Precincts _ Regional) 2021

Chapter 2 _ State significant precincts

DRAFT SEPP _ Climate Change and Natural Hazards _ Public Exhibition from 17 February, 2026 _ 16 March, 2026.

The chapters listed above are those that are applicable to the whole LGA. Please note that other chapters of the state environmental planning policies may apply to particular parcels of land in the LGA.

Local Environmental Plans

Cessnock Local Environmental Plan 2011

Development Control Plans

Cessnock Development Control Plan 2010

Note: Detailed information on the local environmental plans and State Environmental Planning Policies that are listed in this certificate are available at NSW Legislation – in force website.

(2) The name of each proposed environmental planning instruments and draft development control plan, which is or has been subject to community consultation or public exhibition under the Environmental Planning and Assessment Act 1979, that will apply to the carrying out of development on the land and:

(3) Council has been notified that the following Draft State Environmental Planning Policy was placed on public exhibition and may affect land use planning and development in Cessnock:

Draft State Environmental Planning Policies

DRAFT SEPP _ New Sustainable Buildings Incorporating BASIX (in force from 1 October 2023)

Draft Planning Proposal for Local Environmental Plan

18 2024 3 1 _ Draft Anomalies / Housekeeping _ Public Exhibition _ 3 February 2025 - 4 March 2025

Draft Development Control Plan

Draft DCP _ Parking and Access Subdivision Chapter _ Public Exhibition _ 26/04/2024_ 24/05/2024

Draft DCP _ E20 Regrowth Kurri Kurri _ Adopted by Council _ Public Exhibition _ 01/05/2024 _ 29/05/2024

DRAFT DCP Chapter _ Parking and Access and Subdivision Chapter _ 57 2023 2 1 _ Public Exhibition _ 26/4/2024 _ 24/5/2024

DRAFT DCP Chapter _ D1 Subdivision Guidelines _ Public Exhibition _ 26/4/2024 _ 24/5/2024

Draft Waste Management DCP, Waste Management Guidelines & DCP Dictionary Amendments _ 57 2023 11 1 _ 5/11/2024 _ 3/12/2024

Draft DCP _ Administrative and Legislative Context (replacing Part A Introduction)and E1 Centres (replacing E16 Commercial Precinct and E19 Branxton Town Centre relating to developments in E1 Local Centre, E2 Commercial Centre and MU1 Mixed Use zones) _ 57/2020/2/1 _ Public Exhibition _ 13/09/2023 _ 12/10/2023

57 2025 2 1 _ Draft Cessnock Development Control (DCP) Plan Chapter E3 _ Vineyards District _ Public Exhibition 28 March 2025 - 9 May 2025

57 2025 9 1 _ Draft Cessnock Development Control Plan (DCP) Chapter _ Signage and Outdoor Advertising _ Public Exhibition 28 March 2025 _ 9 May 2025

57 2025 8 1 _ Draft Cessnock Development Control (DCP) Plan Chapter _ Tourist and Visitors Accommodation on Rural and Conservation Lands _ Public Exhibition _ 28 March 2025 to 9 May 2025

Draft Chapter D8 Temporary Events _ Public Exhibition 30 July 2025 _ 24 August 2025

57 2025 8 1 _ Draft Cessnock Development Control Plan (DCP) Chapter _ Tourist and Visitor Accommodation on Rural Land and Conservation Lands (applies to RU2, C2, C3 and C4 zones) _ Public Exhibition 28 March 2025 _ 9 May 2025

57 2025 10 1 _ Draft Huntlee Stage 2 Development Control Plan DCP _ Public Exhibition 10 April, 2026 to 11 May, 2026

(4) **In this section –**

proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No.34 _ Notification Date 10 June 2022 _ 18 2019 1 1 _ Reclassification and Rezoning of Various Council Land

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 35 _ 18 2020 2 1 _ Notification Date 21 October 2022 _ Administrative amendments.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 36 _ 18 2020 3 1 _ Notification Date 2 June 2023 _ Recreation Lands (ORIGINALLY ALLOCATED TO HYDRO - Refer to Map Only Amendment No 4)

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 37 _ 18 2021 3 1 _ Notification Date 17 February 2023 _ Wills Hill Road - Heritage Listing.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 38 _ 18 2021 6 1 _ Notification Date 16 June 2023 _ Environemtnal Zones (text only) amendments.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 39 _ 18 2022 3 1 _ Notification Date 15 December 2023 _ Lovedale Integrated Tourist Development.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 40 _ 18 2022 2 1 _ Notification Date 13 October 2023 _ Rural Zones.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 41 _ 18 2020 5 1 _ Notification Date 4 August 2023 _ 0 Blackhill Road, Black Hill - Additional Permitted Use for a Dwelling.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 42 _ 18 2022 4 1 _ Notification Date 24 May 2023 _ Section 3.22 Heritage Amendments.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 43 _ 18 2023 8 1 _ Notification Date 4 August 2023 _ Removal of Clause 7.11B from 49B Aberdare Road Aberdare.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 1 _ 18 2017 6 1 _ Notification Date 6 August 2021 _ 17 Branxton Street, Greta.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 2 _ 18 2020 1 1 _ 39 Pinchen Street and 8 Kerlew Street, Nulkaba

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 3 _ 18 2021 7 1 _ Notification Date 9 September 2022 _ Cessnock Commercial Precinct.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 4 _ 18 2015 2 1 _ Notification Date 16 December 2022 _ Hydro Kurri Kurri.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 5 _ 18 2020 4 1 _ Notification Date 30 June 2023 _ 259 & 261 Averys Lane Buchanan (LSZ, LZN & URA) (originally allocated to Black Hill - Refer to Amendmnet No. 41).

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 6 _ RN20 956 _ Notification Date 26 April 2023 _ Employment Zones Reforms.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 7 _ 18 2022 9 1 _ Notification Date 9 June 2023 _ Employment Zones Reforms S.3.22 Amendment (Originally allocated to Hydro Part A - refer to MOA No.8.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 8 _ 18 2015 2 1 _ Notification Date 16 June 2023 _ Hydro Kurri Kurri (Part A - land above PMF excluded from Amendment No 4).

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 9 _ 18 2020 3 1 _ Notification Date 25 August 2023 _ Special Purposes (Various).

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 10 _ 18 2015 2 1 _ Notification Date 24 May 2024 _ Hydro Kurri Kurri (Part B - land above PMF excluded from Amendment No. 4 and 8.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 11 _ 18 2024 5 1 _ Notification Date 16 August 2024 _ Split Zoning 3.22 Zone Boundary Adjustment.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 12 _ 18 2022 9 1 _ Notification Date 20 September 2024 _ Conversion of LEP PDF maps to Digital Mapping.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 13 _ PP-2024-2402 _ Notification Date 6 December 2024 _ applies to land on and surrounding Kurri Kurri Aquatic Centre _ Lot 1 DP1153680 and Lot 1 DP1166822. Zoning change from C2 Environmental Conservation to RE1 Public Recreation.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 44 _ PP-2023-1184 _ Notification Date 13 December 2024 _ Lot 5, DP239505, 406 Wilderness Road, Lovedale - additional permitted use of "depot" as permitted with development consent, if the depot is used for the purposes of a balloon tourism business.

Draft Cessnock Local Environmental Plan 2011 _ Amendment 46 _ PP-2024-2769 - Notification Date 3 February 2025 _ Administrative Amendments _ LGA Wide.

2. Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described –

(a) the identity of the zone, whether by reference to –

(i) a name, such as “Residential Zone” or “Heritage Area”, or

(ii) a number, such as “Zone No 2 (a)”,

R2 Low Density Residential under the Cessnock Local Environmental Plan 2011

(b) the purposes for which development in the zone –

(i) may be carried out without development consent, and

(ii) may not be carried out except with development consent, and

(iii) is prohibited,

R2 Low Density Residential

1 Permitted without consent

Home occupations

2 Permitted with consent

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

3 Prohibited

Multi dwelling housing; Residential flat buildings; Rural workers' dwellings; Shop top housing; Any other development not specified in item 1 or 2

(c) whether additional permitted uses apply to the land,

No

(d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,

No

(e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:

The land is not land that includes or comprises biodiversity conservation under the Biodiversity Conservation Act 2016.

(f) whether the land is in a conservation area, however described,

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

(g) whether an item of environmental heritage, however described, is located on the land.

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

3. Contributions

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

Cessnock Section 7.12 Levy Contributions Plan 2017.

Cessnock City Wide Local Infrastructure Contributions Plan 2020.

Housing and Productivity Contributions

58 2023 1 1_ Draft Amendment No 2 to Cessnock City Wide S7.11 Infrastructure Contributions Plan and Cessnock City Wide S7.12 Infrastructure Contributions Plan _ Public Exhibition 28 March 2025 _ 9 May 2025

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4-

(a) The name of the region, and

(b) The name of the Ministerial planning order in which the reason is identified.

(3) If the land is in a special contribution area to which a continued 7.23 determination applies, the name of the area.

(4) In this section-

Continued 7.23 determination *means a 7.23 determination that-*

(a) Has been continued in force by the Act, Schedule 4, Part 1, and

(b) Has not been repealed as provided by that part.

Note- The Act, Schedule4, Part 1 contains other definitions that affect the interpretation of this section.

No

4. Complying development

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

(2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—

(a) a restriction applies to the land, but it may not apply to all of the land, and

(b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Housing Code	Complying Development may be carried out on the land under the Housing Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes)

	2008.
Rural housing code	Complying Development may not be carried out under the Rural Housing Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Low Rise Housing Diversity Code	Complying Development may be carried out on the land under the Low Rise Housing Diversity Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Greenfield Housing Code	Complying Development may not be carried out under the Greenfield Housing Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Housing Alterations Code	Complying Development may be carried out on the land under the Housing Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
General Development Code (Transitional development under former General Housing Code and related provisions)	Complying Development may be carried out on the land under the General Development Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Industrial and Business Alterations Code	Complying Development may be carried out on the land under the Industrial and Business Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Industrial and Business Buildings Code	Complying Development may not be carried out under the Industrial and Business Buildings Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Container Recycling Facilities Code	Complying Development may not be carried out under the Container Recycling Facilities Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Subdivisions Code	Complying Development may be carried out on the land under the Subdivision Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Demolition Code	Complying Development may be carried out on the land under the Demolition Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Fire Safety Code	Complying Development may be carried out on the land under the Fire Safety Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Agritourism and Farm Stay Accommodation Code	Complying Development may not be carried out on the land under the Agritourism and Farm Stay Accommodation Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.

5. Exempt Development

(1) If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1) (b1) -(d) or l .16A.

(2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

Biodiversity Conservation Act 2016 and Fisheries Management Act 1994	Exempt Development may not be carried out on land that is a declared area of outstanding biodiversity value under the Biodiversity Conservation Act 2016 or declared critical habitat under Part 7A of the Fisheries Management Act 1994
Wilderness Act 1987	Exempt Development may not be carried out on land that is, or is part of, a wilderness area (within the meaning of Wilderness Act 1987)
Heritage Act 1977	Exempt Development may 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
Schedule 4 _ Land included from the General Exempt Development Code	Exempt Development may be carried out on land that is described or otherwise identified on a map specified in Schedule 4.
Land within 18 kilometres of Siding Spring Observatory	Exempt Development may not be carried out on Land within 18 kilometres of Siding Spring Observatory
Schedule 11 _ Conditions applying to complying development certificates under the Agritourism and Farm Stay Accommodation	Exempt Development may not be carried out on the land under the Agritourism and Farm Stay Accommodation Code as the subject land falls within a Local Environmental Plan zone that does not meet

Code	the requirements of the code.

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that-

(a) a restriction applies to the land, but it may not apply to all of the land, and

(b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

There are no variations to the exempt development codes within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 that apply in the Cessnock local government area.

6. Affected building notices and building product rectification orders

(1) Whether the Council is aware that –

(a) an affected building notice is in force in relation to the land, or

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

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

(2) 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*.

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

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

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

7. Land reserved for acquisition

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

No

8. Road widening and road realignment

Whether the land is affected by road widening or road realignment under –

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

(b) an environmental planning instrument, or

(c) a resolution of the council.

The land is not affected by a road widening or road realignment proposal under:

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

(b) any environmental planning instrument, or

(c) any resolution of the council.

9. Flood related development controls

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

No

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

No

(3) In this section –

flood planning area has the same meaning as in the Flood Risk Management Manual.

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

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

Details relating to flood risk and flood planning levels are provided on a flood certificate and flood data application form. See Cessnock City Council's website Flood Certificate and Flood Data Application Form

Note: Flood Studies

- Cessnock Citywide Flood Study
- Branxton Flood Level Review WMA Water Final Report
- Floodplain Risk Management Study and Plan Report Cessnock City (Black Creek)
- Hunter River Branxton to Green Rocks Flood Study Final Report
- Wallis and Swamp Creek Flood Study Final Report Volume 1
- Wallis and Swamp Creek Flood Study Final Report Volume 2
- Wollombi Floodplain Risk Management Study & Plan
- Greta Flood Study
- Swamp/Fishery Creek Floodplain Risk Management Study - Final Report

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

(1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of:

Landslip
No

Bushfire
No

Tidal Inundation
No

Subsidence
No

Acid Sulphate Soils
No

Contamination
Cessnock City Council _ Contaminated Land Policy _ Land Use Planning

Note: Council has adopted a policy for managing contaminated land. This may restrict development of identified contaminated or potentially contaminated land and is implemented when zoning, development or land use changes are proposed. Consideration of Council's adopted policy and section C5 of the Cessnock Development Control Plan along with the provisions of State Environmental Planning Policy (Resilience and Hazards) 2021 is required when changes or development is proposed.

Aircraft Noise
No

Salinity
No

Coastal Hazards
No

Sea Level Rise
No

Any Other Risk (other than flooding)
Cessnock City Council _ Climate Change Policy _ Land Use Planning

In this section – ***adopted policy*** means a policy adopted –

(a) by the council, or

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

11. Bush fire prone land

(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

(2) If none of the land is bush fire prone land, a statement to that effect.

None of the land is bushfire prone land as defined in the Environmental Planning & Assessment Act 1979.

12. Loose-fill asbestos insulation

If the land includes residential premises, within the meaning of the *Home Building Act 1989* (Part 8, Division 1A), that are listed on the Register kept under that Division, a statement to that effect.

No

13. Mine subsidence

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

No

14. Paper subdivision information

(1) The name of a development plan adopted by a relevant authority that –

(a) applies to the land, or

(b) is proposed to be subject to a ballot.

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

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

There is no subdivision order that applies to the land

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

15. Property vegetation plans

If the land is land in relation to which a property vegetation plan is approved and in force under the *Native Vegetation Act 2003*, Part 4, 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.

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

16. Biodiversity stewardship sites

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

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. .

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

17. Biodiversity certified land

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

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.

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

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.

No

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

(1) 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.

(2) In this section –

existing coastal protection works has the same meaning as in the Local Government Act 1993, section 553B.

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 1 January 2011.

No, the land is not subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services.

20. Western Sydney Aerotropolis

Whether under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4 the land is—

(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or

(b) shown on the Lighting Intensity and Wind Shear Map, or

(c) shown on the Obstacle Limitation Surface Map, or

(d) in the "public safety area" on the Public Safety Area Map, or

(e) in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map.

The *State Environmental Planning Policy (Precincts—Western Parkland City) 2021* does not apply to land within the Cessnock 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).

No

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 the council is aware, in relation to proposed development on the land and, if there is a certificate –

(a) the period for which the certificate is current, and

(b) that a copy may be obtained from the Department.

There is not a valid current or former site compatibility verification certificate for affordable rental housing on the land.

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

No, Council is not aware of a condition of a development consent in relation to the land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, Clause 17(1) or 38(1).

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

No

(4) In this section –

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

23. Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*, a statement to that effect.

Note: A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the *Water Industry Competition Act 200* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

No

24. Special entertainment precincts

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

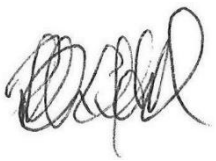
No

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

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



Peter Chrystal
Director Planning and Environment

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
21 Wyndham
Cessnock NSW

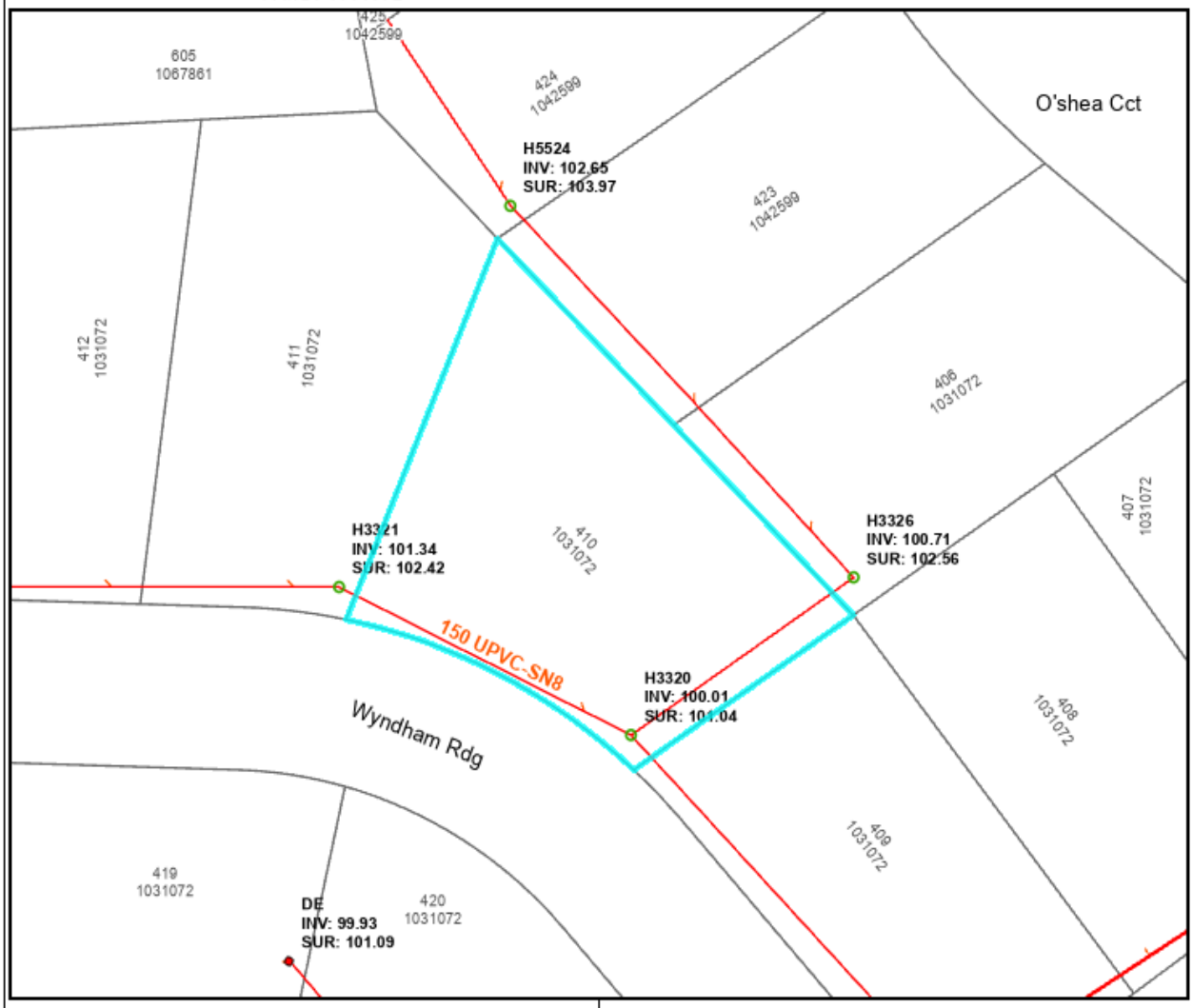
APPLICATION NO.: *2982944*

APPLICANT REF: *M 4346*

RATEABLE PREMISE NO.: *2397910932*

PROPERTY ADDRESS: *21 WYNDHAM RDGE CESSNOCK 2325*

LOT/SECTION/DP:SP: *410//DP1031072*



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: 29/10/2026

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

Building Commission NSW

NSW Swimming Pool Register

Certificate of Compliance

Section 22D – Swimming Pools Act 1992

Pool No:	2a9945c1
Property Address:	21 WYNDHAM RDGE, CESSNOCK NSW 2325
Expiry Date:	25/10/2029
Issuing Authority:	CESSNOCK CITY COUNCIL

Complied with AS1926 Set 2012.

The swimming pool at the above property complies with Part 2 of the Swimming Pools Act 1992. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the Swimming Pools Act 1992.

The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B (3) of the Swimming Pools Act 1992. This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the Swimming Pools Act 1992.

Please remember:

- **Children should be supervised by an adult at all times when using your pool**
- **Regular pool barrier maintenance**
- **Pool gates must be closed at all times**
- **Don't place climbable articles against your pool barrier**
- **Remove toys from the pool area after use**

Building Commission NSW

NSW Swimming Pool Register

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	2a9945c1
Property Address:	21 WYNDHAM RDGE, CESSNOCK NSW 2325
Date of Registration:	24/10/2013
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	In ground

The swimming pool at the above premises has been registered in accordance with Section 30B of the Swimming Pools Act 1992.

The issue of this certificate does not negate the need for regular maintenance of the pool to ensure it is compliant with the Swimming Pools Act 1992.

Please remember:

- **Children should be supervised by an adult at all times when using your pool**
- **Regular pool barrier maintenance**
- **Pool gates must be closed at all times**
- **Don't place climbable articles against your pool barrier**
- **Remove toys from the pool area after use**

You may be required to obtain a Certificate of Compliance before you lease or sell your property.

Contact your council for further information.

<u>This is NOT a Certificate of Compliance</u>