

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 _____ Signature of authorised person _____ Name of authorised person _____ Name of authorised person _____ Director Office held _____ Director/Secretary 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 _____ Signature of authorised person _____ Name of authorised person _____ Name of authorised person _____ Office held _____ Office held

Choices

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

PEXA

Manual transaction (clause 30)☒ NO ☐ yes

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

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

Land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☐ NO ☒ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☒ yes

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*: 7%**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate):Amount must be paid: ☒ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☒ NO ☐ yes

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
☒ 1 property certificate for the land ☒ 2 plan of the land ☒ 3 unregistered plan of the land ☐ 4 plan of land to be subdivided ☒ 5 document that is to be lodged with a relevant plan ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 ☐ 7 additional information included in that certificate under section 10.7(5) ☐ 8 sewerage infrastructure location diagram (service location print) ☐ 9 sewer lines location diagram (sewer service diagram) ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract ☐ 11 <i>planning agreement</i> ☐ 12 section 88G certificate (positive covenant) ☐ 13 survey report ☐ 14 building information certificate or building certificate given under <i>legislation</i> ☐ 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 <i>clearance certificate</i> ☐ 24 land tax certificate	☐ 33 property certificate for strata common property ☐ 34 plan creating strata common property ☐ 35 strata by-laws ☐ 36 strata development contract ☐ 37 strata management statement ☐ 38 strata renewal proposal ☐ 39 strata renewal plan ☐ 40 leasehold strata - lease of lot and common property ☐ 41 property certificate for neighbourhood property ☐ 42 plan creating neighbourhood property ☐ 43 neighbourhood development contract ☐ 44 neighbourhood management statement ☐ 45 property certificate for precinct property ☐ 46 plan creating precinct property ☐ 47 precinct development contract ☐ 48 precinct management statement ☐ 49 property certificate for community property ☐ 50 plan creating community property ☐ 51 community development contract ☐ 52 community management statement ☐ 53 document disclosing a change of by-laws ☐ 54 document disclosing a change in a development contract or management statement ☐ 55 document disclosing a change in boundaries ☐ 56 information certificate (strata) ☐ 57 information certificate (association) ☐ 58 document relevant to an exclusive supply network ☒ 59 disclosure statement - off the plan contract ☒ 60 other document relevant to the off the plan contract Other ☐ 61
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	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

- 1** This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2** EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3** There is NO COOLING OFF PERIOD—
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option, 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.

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 County Council Department of Education Department of Planning, Housing and Infrastructure Department of Primary Industries and Regional Development Electricity, gas and telecommunications Homes NSW	Local Council Local Land Services NSW Fair Trading NSW Public Works Owner of adjoining land Privacy Subsidence Advisory NSW Transport agencies 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.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (15% as at 1 January 2025);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
 - 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
 - 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
 - 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
 - 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
 - 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do 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.

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.

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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.

- 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.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do 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.

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.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

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

ADDITIONAL CONDITIONS FORMING PART OF CONTRACT FOR THE SALE OF LAND**Vendor:****Property: Proposed Lot Part 32 Hanleys Creek Road, Tabbil Creek, New South Wales 2420**

1. Notice to Complete
 - a) Notwithstanding any rule of law or equity to the contrary, it is expressly agreed between the parties that any notice to complete given by one party to the other under this contract shall be sufficient as to time if a period of 14 days from the date of service of the Notice is allowed for completion.
 - b) If the Vendor becomes entitled to give a Notice to Complete then the Vendor will be entitled to recover from the Purchaser in addition to any other rights and claims as liquidated damages payable as an adjustment on completion the sum of \$500.00 plus GST as conveyancing costs and the parties agree that this sum is a genuine pre-estimate of the conveyancing costs incurred by the Vendor.
2. **On-site waste management system**

The Purchaser acknowledges that the property is not connected to the sewer and an on-site waste management system will be required to be installed by the purchaser in accordance with local council requirements. The purchaser will make no objection, requisition or claim for compensation and will not be entitled to delay completion in relation to the non-availability of the property to the sewer mains.
3. Subject to Clause 10 hereof, Section 52A(2)(b) of the Conveyancing Act 1919 and to the Regulations thereunder and to the Conveyancing (Sale of Land) Regulation 1995 the purchaser agrees that:
 - a) the purchaser buys the property relying on the purchaser's own knowledge, inspection and enquiries and does not rely on any alleged warranties or representations made by or on behalf of the vendor;
 - b) any warranties by or on behalf of the vendor, express or implied, as to any purpose for which the property or as to any purchase for which any building which is or may be erected on the property can be used are hereby expressly negated; and
 - c) no objection or requisition or claim for compensation shall be made by the purchaser in respect of, nor shall the purchaser be entitled to rescind this contract by reason of any of the following matters:
 - i. the presence of any sewer, manhole or vent on the property;
 - ii. any latent or patent defect in the property.
4. Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, should either party (and if more than one person comprises that first party then any one of them) prior to completion:
 - a) die or become mentally ill (as defined in the Mental Health Act) or be declared bankrupt (or if a company go into liquidation, then either party may rescind this Contract by notice in writing to the other party's Solicitor or the other party if they are not represented by a solicitor and thereupon this Contract shall be at an end and the provisions of clause 19 shall apply; or
 - b) being a company have a petition for its winding up presented or enter into any scheme of arrangement with its creditors or have a liquidator receiver or official manager of it appointed, then the party shall be in default under this Contract.
5. If the purchaser shall not complete this purchase by the agreed completion date, at a time when the vendor is ready, willing and able to complete on or after that completion date, then the purchaser shall pay to the Vendor on completion in addition to the balance of purchase money, an amount calculated at eight percent (8%) per annum interest on the balance of purchase money, computed at a daily rate from the day immediately after

the agreed completion date up to and including the actual date on which the sale shall be completed. It is further agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings. The vendor shall not be obliged to complete this Contract unless the amount payable under this clause is tendered.

6. The Purchaser warrants that they have not been introduced to the Vendor or the property by any Agent other than the Agent, if any, noted on the front page of the Contract. The Purchaser shall indemnify the vendor in respect of any suit, action, claim or demand made or brought by any commission agent claiming commission arising from any such introduction in breach of this warranty. The clause shall not merge on completion.
7. If the vendor on making this contract agrees to accept a deposit of less than 10% of the purchase price, then notwithstanding any other provision in this Contract, the deposit referred to on the front page will remain at ten per cent (10%) of the purchase price and shall be paid by instalments as follows:-
 - a) five per cent (5%) of the purchase price on the making of this Contract in accordance with clauses 2.1 and 2.2 of this Contract;
 - b) five per cent (5%) of the purchase price by bank cheque to the vendor or as the vendor's solicitor shall direct in writing, upon the earlier of:
 - i. the happening of any event which entitles the vendor to forfeit the deposit paid and claim further relief under clause 9. If that occurs the vendor shall, in addition, be entitled to sue the purchaser for this unpaid instalment and recover it as a liquidated debt;
 - ii. the completion date

The purchaser acknowledges that the vendor has agreed to accept the deposit by Instalments at the purchaser's request in earnest of the bargain, this Contract and its performance by the purchaser. The purchaser acknowledges it is an essential term of this contract that the vendor be entitled to recover from the purchaser the full ten per cent (10%) deposit should the purchaser's default under this contract be such as to entitle the vendor to forfeit all of the deposit paid or payable by the purchaser.

8. Notwithstanding the provisions of Clauses 6 and 7 of the printed form of Contract, the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of Clauses 7 and 8 of the printed form of Contract, entitling the Vendor to rescind the Contract.
9. The purchaser agrees that they will only be entitled to raise Requisitions on Title in the form annexed to this contract. The vendor will supply answers only based on those Requisitions on Title attached hereto.

10. Plan Registration

- a) This Contract is subject to and conditional upon the Vendor at their own expense obtaining registration by the Register General of the Deposited Plan in the form of the plan annexed hereto and marked 'A' on or before 12 (twelve) months from the date of exchange of Contracts (the sunset date). The Vendor agrees to use their best endeavours in having the Plan approved and registered as expeditiously as possible. In the event of the said Plan not being registered by the sunset date or the extended sunset date referred to in special condition 10(b) then either party (subject to Division 10 in the *Conveyancing Act 1919* relating to "Off the Plan Contracts") may by notice in writing to the other party rescind this Agreement whereupon the deposit shall be refunded and the provisions of Clause 19 hereof shall apply.
- b) Notwithstanding any other clause of this Contract and in particular, additional condition 10 a), the Vendor may for any reason and at its absolute discretion, serve a

notice or notices on the Purchaser extending the registration date beyond six (6) months provided that the date specified in the Vendor's notice does not extend beyond twelve (18) months from the date of this Contract (extended sunset date).

- c) Pursuant to Division 10 in the *Conveyancing Act 1919*, the Vendor shall only rescind under the "Sunset" Clause 10 if:
- i. The Purchaser gives written consent to the Vendor's proposed rescission; or
 - ii. The Vendor obtains an Order from the Supreme Court permitting the rescission; or
 - iii. The reason for the rescission comes within a category prescribed by the Regulations.

- 11.1 In addition to clause 10(a) and (b), the Vendor may extend the Sunset Date by each day that the Vendor or its contractors have been delayed by reason of:
- 11.1.1 inclement weather or conditions resulting from inclement weather;
 - 11.1.2 any civil commotion, combination of workmen strikes or lock-outs affecting the progress of the works or affecting the manufacture or supply of materials for the construction of the Property;
 - 11.1.3 any delay in any approval required for development activities necessary or desirable for Completion of this Contract; or
 - 11.1.4 any matter or thing beyond the control of the Vendor.
- 11.2 The Vendor is the sole determinator of the Vendor's entitlement to extensions of time under clause 11.1.
- 11.3 A certificate by the Vendor in relation to extensions of time under clause 11.1 is final, conclusive and binding on the parties.

12. Vendor's disclosures

- a) Easements
The vendor discloses that easements and restrictions on use or positive covenants may be required by an authority or council over common property.
- b) Sales & leasing activities
Until the vendor completes the sale of all lots in the deposited plan, the vendor and persons authorised by the vendor may conduct selling and leasing activities on the parcel.
- c) Electricity
The rights of the electricity supply authority in respect of electricity substations on common property may be secured by:
- d) Easement; or
A Lease on terms required by such authority.
- e) No claims
The purchaser cannot make any claim or requisition or rescind or terminate because of any matter disclosed or noted in this clause.

13. Completion

Completion of this agreement shall take place the LATER of:

- a) on or before 28 days from the date hereof; or
- b) on or before the expiration of twenty-one (21) days from the receipt by the purchaser or their Solicitor/Conveyancer of notice from the Vendor or their Conveyancer that the Deposited Plan has been registered; or

14. Minor Variations

- a) Notwithstanding anything herein contained or implied the measurements, lot numbers and areas shown on the plan are provisional only and are subject to alterations to comply with requirements of the Council and/or the NSW Land Registry. The Purchaser agrees not to make any objection, requisition or claim for compensation, delay or completion or rescind or terminate this Contract if there are any minor variations as to measurements, lot numbers or areas in the plan as registered. If any alteration or variation in the measurements on lot numbers or areas of lots as shown in the plan at the time of registration of the plan be other than minor the Purchaser may within fourteen (14) days of the date upon which the Vendor's Conveyancer notify it of such variation rescind this agreement by notice in writing and in such cases provisions of Clause 15 hereof shall apply. Should the Purchaser fail to rescind this Agreement by service of notice in writing as aforementioned within fourteen (14) days of being notified of any alteration or variation to the plan which is other than minor then it shall be deemed to have waived all rights of rescission and shall be deemed to have accepted the subject lot's amended or altered.
- b) For the purpose of Clause 14(a), a minor variation, alteration or amendment shall include a variation, alteration or amendment varying the area of the subject lot from that shown on the plan annexed hereto by not more than 5%.

15. Replacement of documents

- 15.1 At any time before Completion the Vendor may serve notice that the Vendor wishes to replace a document attached to this Contract other than the Printed Conditions and these Additional Conditions with another document (being a document a copy of which is forwarded with that notice).
- 15.2 From and including the day a notice under clause 15.1 is served, the replaced document is taken to be no longer attached to this Contract and the document substituted for it is taken to be attached to this Contract.
- 15.3 Subject to clause 15.4, the Purchaser may not make a claim or requisition, delay Completion, rescind or terminate because the Vendor has served a notice under clause 15.1 and the replaced document is taken to be no longer attached to this Contract and the document substituted for it is taken to be attached to this Contract.
- 15.4 If there is a difference between the replaced documents and the documents substituted for it which affects the Property to an extent which is substantial and detrimental, the Purchaser may rescind by written notice to the Vendor within 14 days after the day the Vendor serves notice under clause 15.1.
- 15.5 If any disagreement arises in connection with Additional Condition 15.4:
 - 15.5.1 either the Vendor or the Purchaser may refer the disagreement to a person nominated by the President (Expert) and the Expert's decision will be final and conclusive and binding on the parties and the cost of the determination must be borne by the party against whom the Expert's decision is made or if there is no such party then by the party or parties who the Expert determines is or are to bear the costs;
 - 15.5.2 the Purchaser may not make any objection, requisition or claim, delay Completion or nor rescind or terminate this Contract and the Purchaser acknowledges that its sole remedy in relation to any disagreement arising in connection with the Additional Condition 15.4 shall be the remedy set out in Additional Condition 15.5.1.

16. PROHIBITION OF REGISTRATION OF CAVEAT

To enable prompt registration of the plan of subdivision the purchaser shall not and hereby forgoes its right to lodge or cause to be lodged or registered at the NSW Land Registry in respect of the title to the property any caveat or other charge which may tend to prohibit restrict or otherwise delay the vendor's ability to promptly lodge the Deposited Plan in the NSW Land Registry and to have such plan registered by the NSW Land Registry.

17. ADJUSTMENT OF RATES

- (a) If separate Council Rate assessments have not been issued for the property by the date due for completion of this Contract then, the rates for the property are deemed to be as follows:
- (i) Council Rates - \$3,500.00 per rating year per lot;
And such rates are deemed to have been paid and shall be adjusted accordingly.
- b) No regard shall be had to the actual assessments of any rates, taxes and outgoings when received and all adjustments hereunder shall be made on the basis that the rates or the relevant taxing year have been paid by the Vendor, upon the Vendor undertaking to pay the whole of such rates, taxes and/or outgoings for the rating year in which completion takes place within a reasonable time of receipt by the vendor of such assessments.

18. UNDERTAKING TO PAY RATES

The Vendor shall and hereby undertakes to pay within the time limited for payment all assessments affecting the property in respect of Council and any water rates for those rating years commencing prior to the time for adjustments and the purchaser shall upon completion of this Contract accept this undertaking and shall make no objection or requisition or delay completion of this Contract by reason of the Vendor's liability to pay council and any water rates in respect of the property.

19. Amendments to Printed Conditions

This Contract shall be read and construed as follows:-

- a) Delete **Clause 28** which relates to some unregistered plan provisions which are referred to in these additional provisions.

20. Company Guarantee & Indemnity

20.1 The provisions of this special condition 20 apply if the Purchaser is a corporation but does not apply to a corporation listed on the Australian Stock Exchange. This special condition 24 is an essential term of this Contract.

20.2 The word guarantor means each director of the Purchaser as at the date of this Contract.

20.3 If the guarantor has not signed where provided under this special condition 20 the Vendor may terminate this Contract by serving notice within fourteen (14) days after the date of this Contract.

20.4 In consideration of the Vendor entering into this Contract at the guarantor's request, the guarantor guarantees to the Vendor:

20.4.1 payment of all monies payable by the Purchaser under this Contract;

20.4.2 the performance of all of the Purchaser's obligations under this Contract.

20.5 The guarantor irrevocably:

20.5.1 indemnifies the Vendor against any claim, action, loss, damage, cost liability, expense or payment incurred by the Vendor in connection with or arising from any breach or default by the Purchaser of its obligations under this Contract; and 24.5.2 must pay on demand any money due to the Vendor under this indemnity.

20.6 The guarantor is jointly and separately liable with the Purchaser of its obligations under this Contract: and

20.6.1 the performance by the Purchaser of its obligations under this Contract; and

20.6.2 any damage incurred by the Vendor as a result of the Purchaser's failure to perform its obligations under this Contract or the termination of this Contract by the Vendor.

20.7 The guarantor must pay to the Vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this special condition 20.

20.8 If the Vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the guarantor's obligations under this special condition 24.

20.9 The guarantor's obligations under this special condition 24 are not released, discharged or otherwise affected by:

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

20.9.2 the release or discharge of any person

20.9.3 an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the guarantor or any other person;

20.9.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the Vendor by this Contract, a statute, a Court or otherwise;

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

20.9.6 the winding up of the Purchaser.

20.10 The deed constituted by this special condition 20 binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.

20.11 This special condition 20 binds the guarantor and the executors, administrators and assigns of the guarantor.

20.12 This special condition 20 operates as a deed between the Vendor and the guarantor.

SIGNED IN MY PRESENCE BY
THE GUARANTOR

.....
Signature of Guarantor

who is known to me:

.....
Signature of Witness

.....
Print Name of Witness
.....
Address of Witness

SIGNED IN MY PRESENCE BY
THE GUARANTOR

.....
Signature of Guarantor

who is known to me:

.....
Signature of Witness

.....
Print Name of Witness

.....
Address of Witness

Disclosure Statement – Off the Plan Contracts

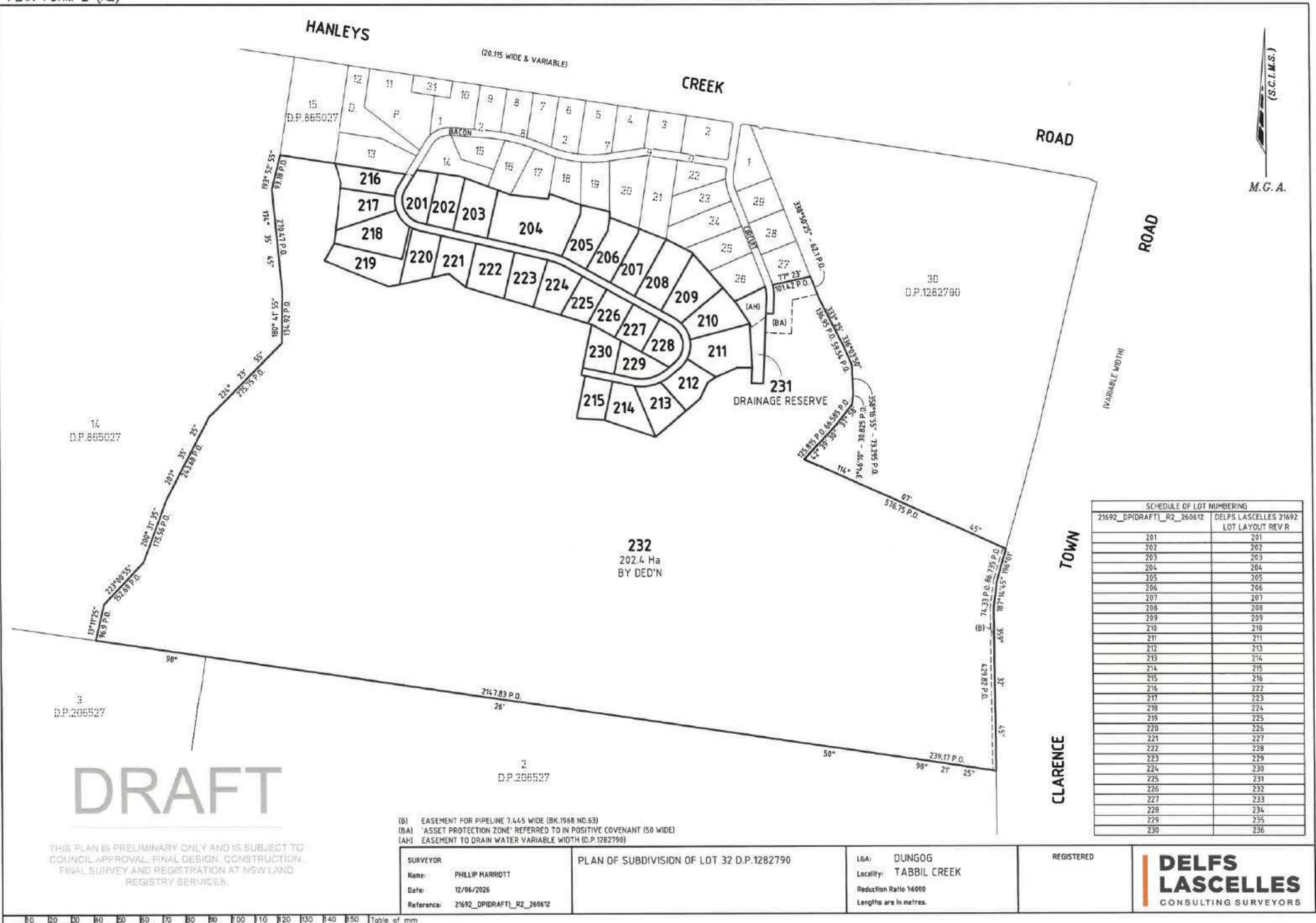
This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

VENDOR	
PROPERTY	Proposed Lot Part 32 Hanleys Creek Road, Tabbil Creek 2420

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	☒ No ☐ Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	☒ No ☐ Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	☒ No ☐ Yes If Yes, please specify scheme type:

DETAILS			
Completion	21 Days after notification of registration	Refer to clause(s):	Special Condition 13
Is there a sunset date?	☐ No ☒ Yes	Can this date be extended?	☐ No ☒ Yes
Does the purchaser pay anything more if they do not complete on time?	☐ No ☒ Yes	Provide details, including relevant clause(s) of contract:	Special Condition 1(b) and 5
Has development approval been obtained?	☐ No ☒ Yes	Development Approval No:	DA 232/2022
Has a principal certifying authority been appointed?	☐ No ☒ Yes	Provide details:	DUNGOG SHIRE COUNCIL
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	☐ No ☒ Yes	Provide details, including relevant clause(s) of contract:	Special Condition 10(a) and 10(b) and 11

ATTACHMENTS (s66ZM(2) of the Conveyancing Act 1919)	
The following prescribed documents are included in this disclosure statement (<i>select all that apply</i>).	
☒ draft plan ☒ s88B instrument proposed to be lodged with draft plan ☐ proposed schedule of finishes ☐ draft strata by-laws ☐ draft strata development contract	☐ draft community/precinct/neighbourhood/management statement ☐ draft community/precinct/neighbourhood/development contract ☐ draft strata management statement ☐ draft building management statement



DRAFT

THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO
COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION,
FINAL SURVEY AND REGISTRATION AT NSW LAND
REGISTRY SERVICES.

NUMBER	CHORD BEARING	CHORD DISTANCE	ARC LENGTH	RADIUS
1	199°45'10"	32.505	32.73	80
2	174°39'10"	37.02	37.36	80
3	141°20'25"	54.55	55.665	80
4	118°26'05"	8.295	8.3	80
5	109°17'10"	17.215	17.245	80
6	157°17'30"	97.305	113.48	60
7	323°42'15"	16.97	18.85	12
8	233°42'15"	16.97	18.85	12
9	143°42'15"	16.97	18.85	12
10	53°42'15"	16.97	18.85	12
11	232°22'40"	16.97	18.85	12
12	142°22'40"	16.97	18.85	12
13	52°22'40"	16.97	18.85	12
14	322°22'40"	16.97	18.85	12
15	181°55'10"	16.97	18.85	12
16	91°55'10"	16.97	18.85	12
17	1°55'10"	16.97	18.85	12
18	271°55'10"	16.97	18.85	12
19	148°06'40"	16.97	18.85	12
20	58°06'40"	16.97	18.85	12
21	328°06'40"	16.97	18.85	12
22	238°06'40"	16.97	18.85	12

(BB) EASEMENT TO DRAIN WATER 10 WIDE
(BE) 'BUILDING ENVELOPE' REFERRED TO IN RESTRICTION ON THE USE OF LAND
(AP) 'ASSET PROTECTION ZONE' REFERRED TO IN POSITIVE COVENANT

SURVEYOR

Name: PHILIP HARRIOTT

Date: 12/06/2026

Reference: 21692_DP(DRAFT)_R2_260612

PLAN OF SUBDIVISION OF LOT 32 D.P.1282790

LGA: DUNGOG
Locality: TABBIL CREEK
Reduction Ratio 1:1200
Lengths are in metres.

REGISTERED

**DELFS
LASCELLES**
CONSULTING SURVEYORS

14
D.P.865027

15
D.P.865027

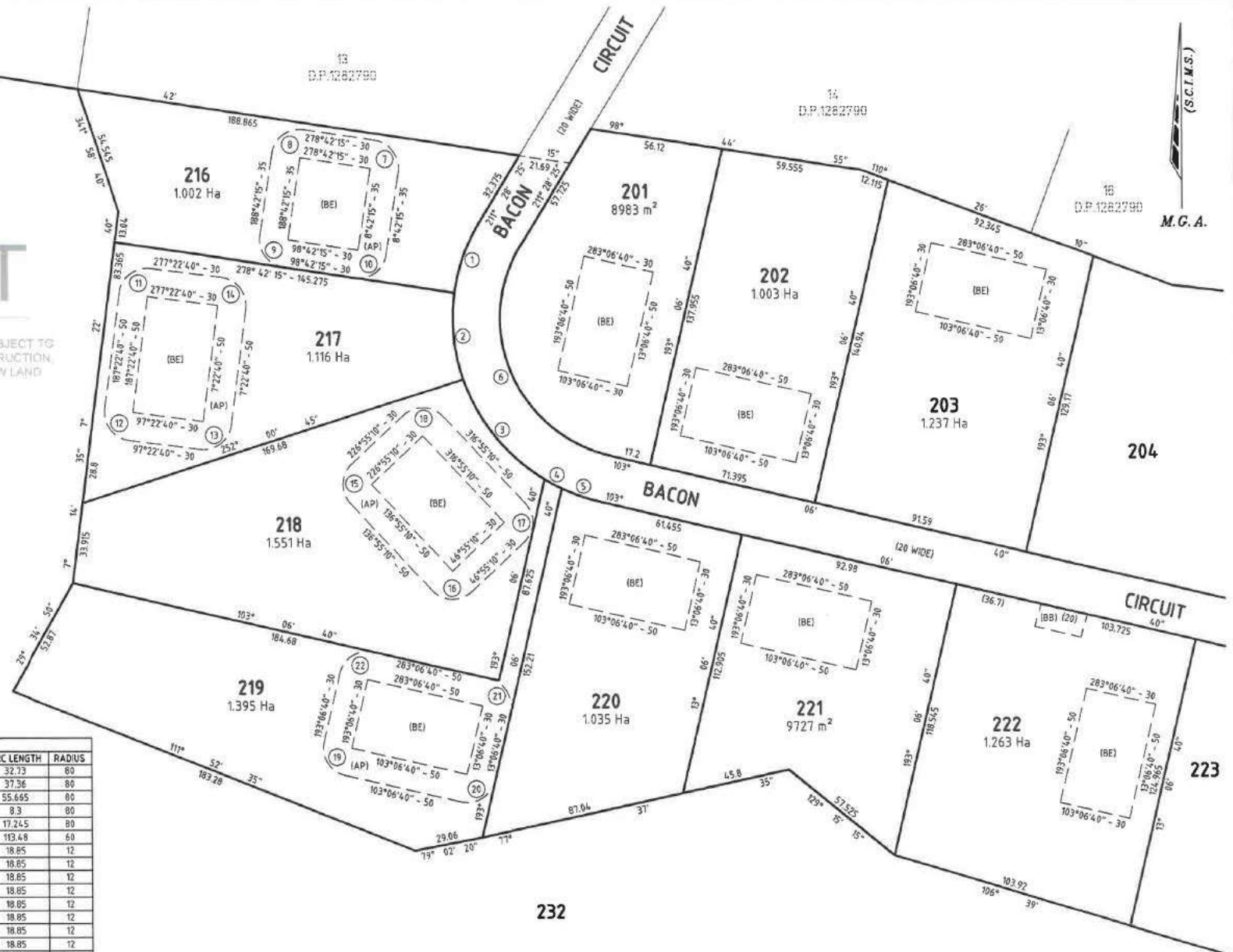
13
D.P.1282790

14
D.P.1282790

18
D.P.1282790

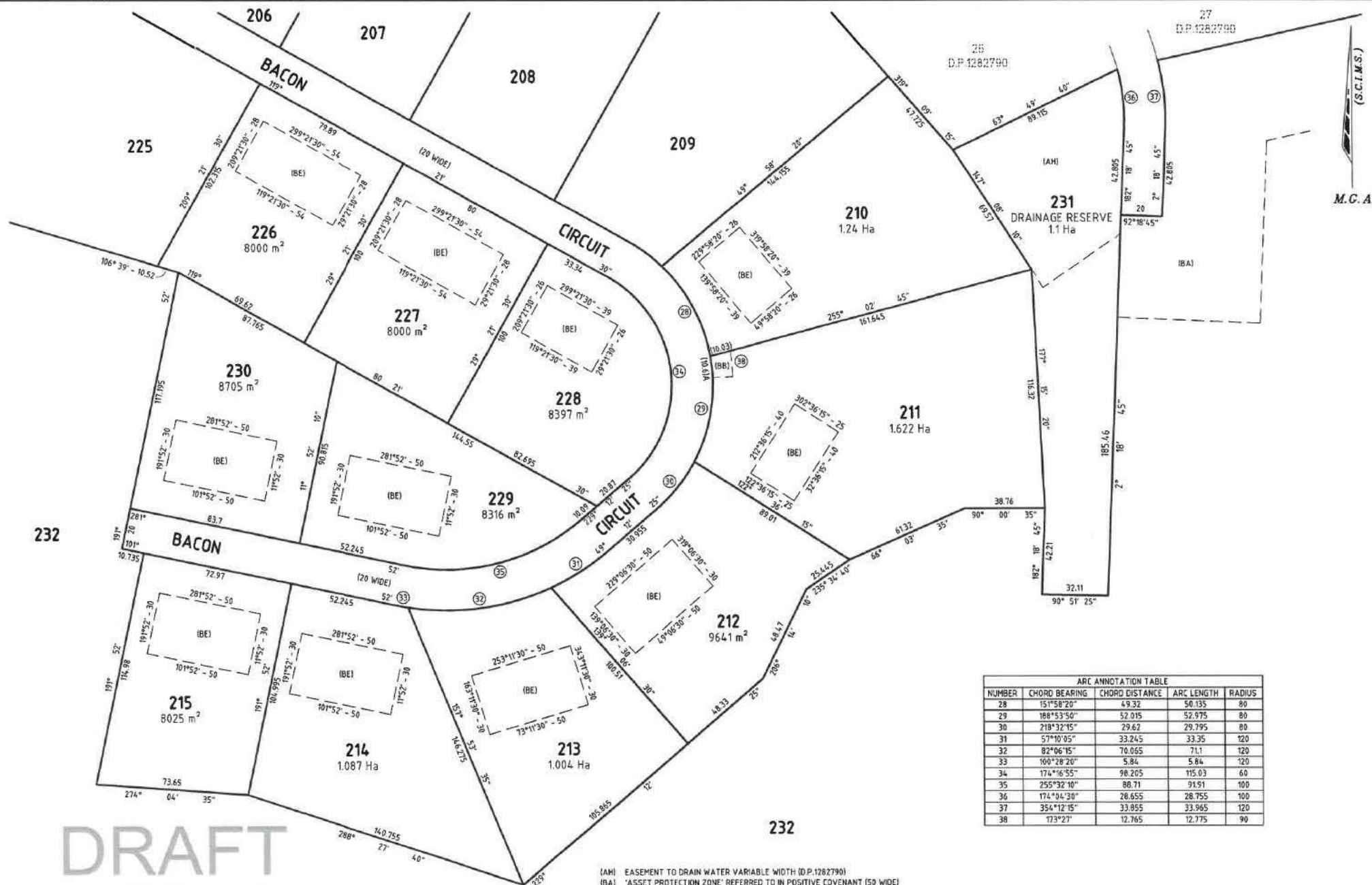
M.G.A.

(S.C.I.M.S.)



232





ARC ANNOTATION TABLE				
NUMBER	CHORD BEARING	CHORD DISTANCE	ARC LENGTH	RADIUS
28	151°58'20"	49.32	50.135	80
29	188°53'50"	52.015	52.975	80
30	218°32'15"	29.62	29.795	80
31	57°10'05"	33.245	33.35	120
32	82°06'15"	70.065	71.1	120
33	100°28'20"	5.84	5.84	120
34	174°16'55"	98.205	115.03	60
35	255°32'10"	88.71	91.91	100
36	174°04'30"	28.655	28.755	100
37	354°12'15"	33.855	33.965	120
38	173°27'	12.765	12.775	90

DRAFT

THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO COUNCIL APPROVAL. FINAL DESIGN CONSTRUCTION FINAL SURVEY AND REGISTRATION AT NSW LAND REGISTRY SERVICES.

SURVEYOR
Name: PHILLIP MARRIOTT
Date: 12/06/2026
Reference: 21692_OPIDRAFT1_R2_260612

PLAN OF SUBDIVISION OF LOT 32 D.P.1282790

LGA: DUNGOG
Locality: TABBIL CREEK
Reduction Ratio 1:1200
Lengths are in metres.

REGISTERED

DELFS LASCELLES
CONSULTING SURVEYORS

PLAN FORM 6 (2024)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
Office Use Only Registered: Title System:	DRAFT Office Use Only THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL SURVEY AND REGISTRATION AT NSW LAND REGISTRY SERVICES	
PLAN OF SUBDIVISION OF LOT 32 D.P.1282790	LGA: DUNGOG Locality: TABBIL CREEK Parish: DUNGOG County: DURHAM	
Survey Certificate I, <u>PHILLIP MARRIOTT</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that: *(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2024. *(b) part of the land shown in this plan, being (.....)) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2024</i>, and the part of the land not surveyed was compiled in accordance with the regulation, section 26(3), *(c) The land shown in this plan was compiled (d) the survey is accurate and complete Datum Line: Type: *Urban/*Rural- *Tolerance required under the SSIR 2024, s.26(3): Signature: Dated: Address: <u>260 Maitland Road, Mayfield NSW 2304</u> *Name of Firm: <u>Delfs Lascelles Consulting Surveyors PTY LTD</u> Surveyor Identification No: <u>9090</u> *Strike out or omit if irrelevant	Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office: Subdivision Certificate I, *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Registration number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: * Strike through if inapplicable	
Plans used in the preparation of survey/compilation. D.P.1282790	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE THE EXTENSION OF BACON CIRCUIT TO THE PUBLIC AS PUBLIC ROAD IT IS INTENDED TO DEDICATE LOT 231 TO THE PUBLIC AS DRAINAGE RESERVE SUBJECT TO EASEMENT TO DRAIN WATER VARIABLE WIDTH (D.P.1282790)	
Surveyor's Reference: 21692_DP(DRAFT)_R2_260612	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2024)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 4 sheet(s)		
Office Use Only		Office Use Only		
Registered:		DRAFT THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL SURVEY AND REGISTRATION AT NSW LAND REGISTRY SERVICES. This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 61(1)(c) SSI Regulation 2024 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals - see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.		
PLAN OF SUBDIVISION OF LOT 32 D.P.1282790				
Subdivision Certificate number : Date of Endorsement :				
SCHEDULE OF STREET ADDRESSES				
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
201		BACON	CIRCUIT	TABBIL CREEK
202		BACON	CIRCUIT	TABBIL CREEK
203		BACON	CIRCUIT	TABBIL CREEK
204		BACON	CIRCUIT	TABBIL CREEK
205		BACON	CIRCUIT	TABBIL CREEK
206		BACON	CIRCUIT	TABBIL CREEK
207		BACON	CIRCUIT	TABBIL CREEK
208		BACON	CIRCUIT	TABBIL CREEK
209		BACON	CIRCUIT	TABBIL CREEK
210		BACON	CIRCUIT	TABBIL CREEK
211		BACON	CIRCUIT	TABBIL CREEK
212		BACON	CIRCUIT	TABBIL CREEK
213		BACON	CIRCUIT	TABBIL CREEK
214		BACON	CIRCUIT	TABBIL CREEK
215		BACON	CIRCUIT	TABBIL CREEK
216		BACON	CIRCUIT	TABBIL CREEK
217		BACON	CIRCUIT	TABBIL CREEK
218		BACON	CIRCUIT	TABBIL CREEK
219		BACON	CIRCUIT	TABBIL CREEK
220		BACON	CIRCUIT	TABBIL CREEK
221		BACON	CIRCUIT	TABBIL CREEK
222		BACON	CIRCUIT	TABBIL CREEK
223		BACON	CIRCUIT	TABBIL CREEK
224		BACON	CIRCUIT	TABBIL CREEK
225		BACON	CIRCUIT	TABBIL CREEK
226		BACON	CIRCUIT	TABBIL CREEK
227		BACON	CIRCUIT	TABBIL CREEK
228		BACON	CIRCUIT	TABBIL CREEK
229		BACON	CIRCUIT	TABBIL CREEK
230		BACON	CIRCUIT	TABBIL CREEK
231				TABBIL CREEK
232				TABBIL CREEK
If space is insufficient use additional annexure sheet				
Surveyor's Reference: 21692_DP(DRAFT)_R2_260612				

PLAN FORM 6A (2024)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 4 sheet(s)						
Office Use Only	Office Use Only							
Registered:	DRAFT							
PLAN OF SUBDIVISION OF LOT 32 D.P.1282790	THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL SURVEY AND REGISTRATION AT NSW LAND REGISTRY SERVICES.							
	This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 61(1)(c) SSI Regulation 2024 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals - see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.							
Subdivision Certificate number :								
Date of Endorsement :								
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:- 1. RESTRICTION ON THE USE OF LAND (BE) 2. POSITIVE COVENANT (AP) 3. POSITIVE COVENANT (BA) 4. RESTRICTION ON THE USE OF LAND 5. RESTRICTION ON THE USE OF LAND 6. RESTRICTION ON THE USE OF LAND 7. EASEMENT TO DRAIN WATER 10 WIDE (BB) 8. RESTRICTION ON THE USE OF LAND EXECUTED BY) ACCORDANCE WITH SECTION 127(1) OF THE CORPORATIONS ACT) 2001 (CTH) BY AUTHORITY OF ITS DIRECTORS:) <table><tr><td>..... SIGNATURE</td><td>..... SIGNATURE</td></tr><tr><td>..... NAME</td><td>..... NAME</td></tr><tr><td>..... POSITION</td><td>..... POSITION</td></tr></table> If space is insufficient use additional annexure sheet			 SIGNATURE	 SIGNATURE	 NAME	 NAME	 POSITION	 POSITION
..... SIGNATURE	 SIGNATURE							
..... NAME	 NAME							
..... POSITION	 POSITION							
Surveyor's Reference: 21692_DP(DRAFT)_R2_260612								

PLAN FORM 6A (2024)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheet(s)
Office Use Only	Office Use Only	
Registered:	DRAFT THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL SURVEY AND REGISTRATION AT NSW LAND REGISTRY SERVICES.	
PLAN OF SUBDIVISION OF LOT 32 D.P.1282790	This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 61(1)(c) SSI Regulation 2024 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals - see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
Subdivision Certificate number :		
Date of Endorsement :		
EXECUTED BY MAITLAND MUTUAL LIMITED		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 21692_DP(DRAFT)_R2_260612		

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

Sheet 1 of 6

Plan: Plan of Subdivision of Lot 32 D.P.1282790 covered by Subdivision Certificate No.

Full name and address
of the owner of the land:

Part 1

Number of item shown in the intention panel on the plan	Identity of easement, profit a pendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Restriction on the use of land (BE)	Lots 201-230 Inclusive	Dungog Shire Council
2	Positive Covenant (AP)	Lots 216-219 Inclusive	Dungog Shire Council
3	Positive Covenant(BA)	232	Dungog Shire Council
4	Restriction on the use of land	Lots 201-230 Inclusive	Dungog Shire Council
5	Restriction on the use of land	Lots 201-230 Inclusive	Dungog Shire Council
6	Restriction on the use of land	Lots 201-230 Inclusive	Dungog Shire Council
7	Easement to drain water 10 wide (BB)	Lots 204, 205, 211 & 222	Dungog Shire Council
8	Restriction on the use of land	Lots 201-230 Inclusive	Every other lot excluding lot 231 & 232

Part 2 (Terms)

Terms of easement, profit a prendre, restriction, or positive covenant numbered 1 in the plan:

No Dwellings, outbuildings, ancillary structures or works shall be constructed outside of the building envelope designated (BE) on the plan.

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

The asset protection zone designated (AP) on the plan shall be managed as outlined within section 3.2, 5.3.1 and Appendix 4 of 'Planning for Bushfire Protection 2019' and the NSW Rural Fire Service's document 'Standards for asset protection zones'.

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

Sheet 2 of 6

Plan: Plan of Subdivision of Lot 32 D.P.1282790 covered by Subdivision Certificate No.

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

The asset protection zone designated (BA) on the plan shall be managed as outlined within section 3.2, 5.3.1 and Appendix 4 of 'Planning for Bushfire Protection 2019' and the NSW Rural Fire Service's document 'Standards for asset protection zones'.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 4 in the plan:

- a) The removal of any hollow bearing trees identified within the lots burdened is prohibited.
- b) Fencing other than rural style, post and wire or post and rail on the boundaries of the lots burdened is prohibited.
- c) Ancillary structures and outbuildings with a building footprint greater than 100sqm and ridge height from existing ground level greater than 5m is prohibited.
- d) The use of recreational vehicles (including motorcycles) within the lots burdened is prohibited.
- e) All companion animals and pets must be contained within the boundaries of the lots burdened unless they are restrained and under direct supervision of a responsible person.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 5 in the plan:

The disposal of effluent wastewater upon the lots burdened is to be in accordance with the Onsite Wastewater Management Report prepared by Whitehead & Associated Environmental Consultants dated 14 November 2025.

The management of stormwater upon the lots burdened is to be in accordance with the Stormwater Management Plan prepared by DRB Consulting Engineers dated 13 November 2025.

The lots burdened are susceptible to flooding, direction is given to the site-specific flood evacuation and risk management plan prepared by XXX dated XX/XX/XXXX.

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

The construction of a fence within the following is prohibited:

- a) 5 metres of a 1st order watercourse
- b) 10 metres of a 2nd order watercourse
- c) 15 metres of a 3rd order watercourse
- d) 20 metres of a 4th order watercourse

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

Sheet 3 of 6

Plan: Plan of Subdivision of Lot 32 D.P.1282790 covered by Subdivision Certificate No.

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

No fence shall be erected on any burdened lot unless erected without expense to
fence shall be erected on any burdened lot to divide it from any adjoining land owned by
without its consent but such consent shall not be withheld if such fence is erected without expense to
. This restriction shall remain in force only during such time
the registered proprietor of the adjoining land.

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

Dungog Shire Council.

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

Sheet 4 of 6

Plan:

Plan of Subdivision of Lot 32 D.P.1282790 covered by
Subdivision Certificate No.

.....
Director
Print Name:

.....
Director
Print Name:

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

Sheet 5 of 6

Plan:

Plan of Subdivision of Lot 32 D.P.1282790 covered by
Subdivision Certificate No.

DUNGOG SHIRE COUNCIL by its)
authorised delegate pursuant to s.377)
Local Government Act 1993)

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

Signature of delegate

Signature of Witness

Name of delegate (BLOCK LETTERS)

Name of Witness (BLOCK LETTERS)

Address of Witness (BLOCK LETTERS)

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

Sheet 6 of 6

Plan: Plan of Subdivision of Lot 32 D.P.1282790 covered by
Subdivision Certificate No.

Executed by **MAITLAND MUTUAL LIMITED**



Title Search

Information
Provided
Through
Triconvey2
(Reseller)
Ph. 1300 064
452

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 32/1282790

SEARCH DATE	TIME	EDITION NO	DATE
28/5/2026	11:53 AM	1	8/4/2022

LAND

LOT 32 IN DEPOSITED PLAN 1282790
AT TABBIL CREEK
LOCAL GOVERNMENT AREA DUNGOG
PARISH OF DUNGOG COUNTY OF DURHAM
TITLE DIAGRAM DP1282790

FIRST SCHEDULE

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES MINERALS AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM - SEE CROWN GRANT(S)
- 3 BK 1968 NO 63 EASEMENT FOR PIPELINE 7.445 METRE(S) WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP748541 EASEMENT FOR WATER SUPPLY APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 5 AR249018 MORTGAGE TO MAITLAND MUTUAL LIMITED
- 6 DP1282790 POSITIVE COVENANT REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 7 DP1282790 EASEMENT TO DRAIN WATER VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

NOTATIONS

UNREGISTERED DEALINGS: NIL

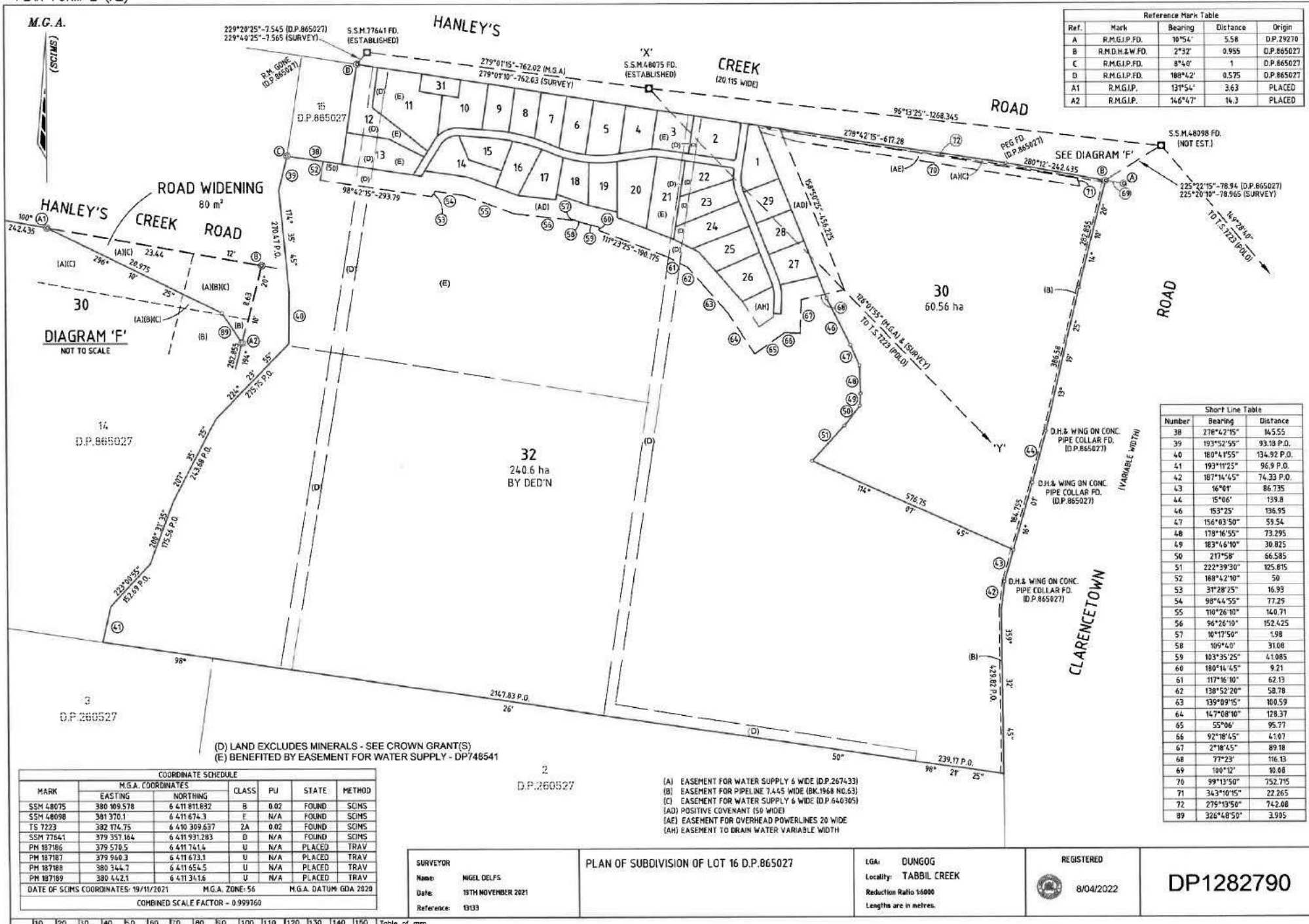
*** END OF SEARCH ***

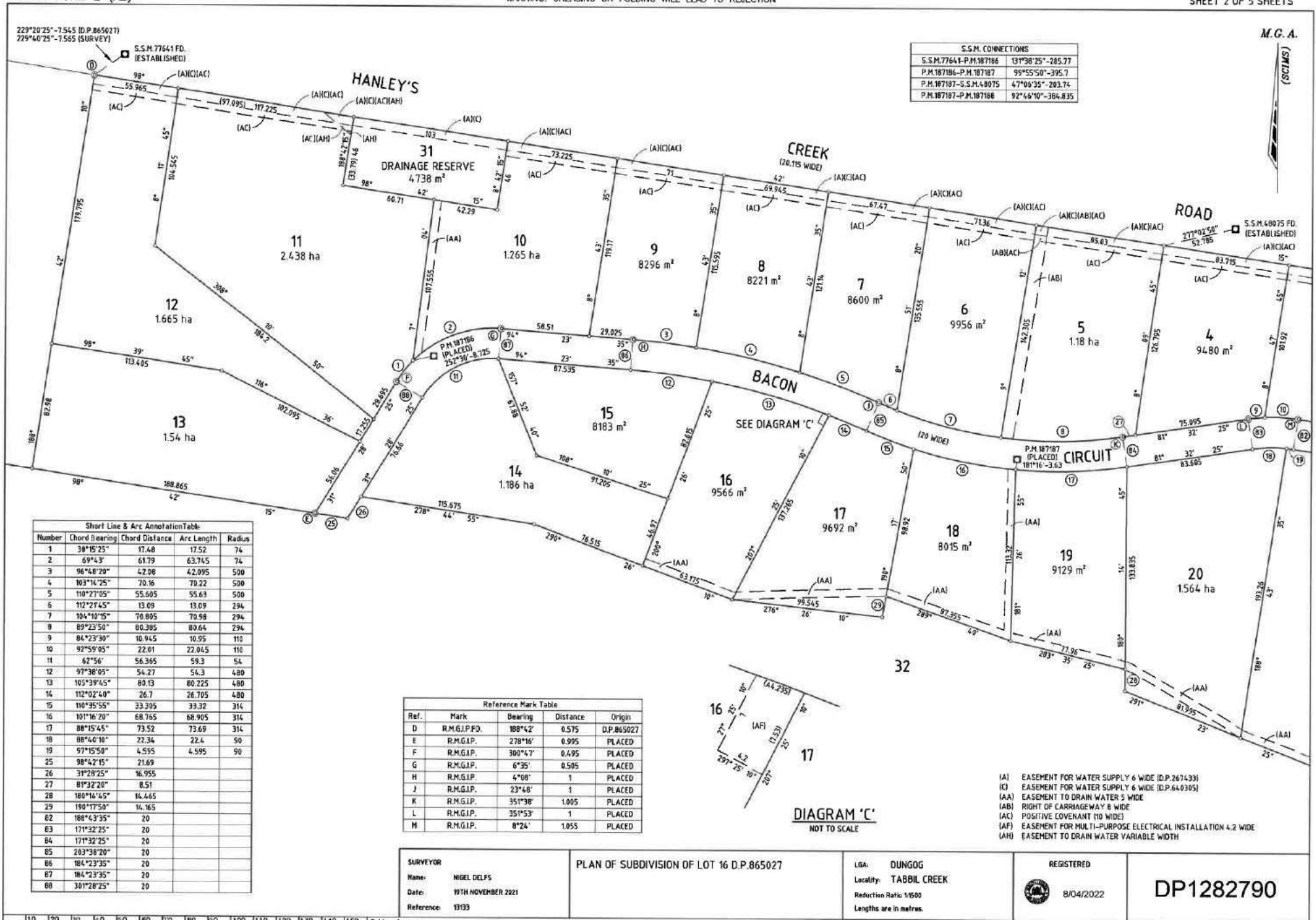
PRINTED ON 28/5/2026

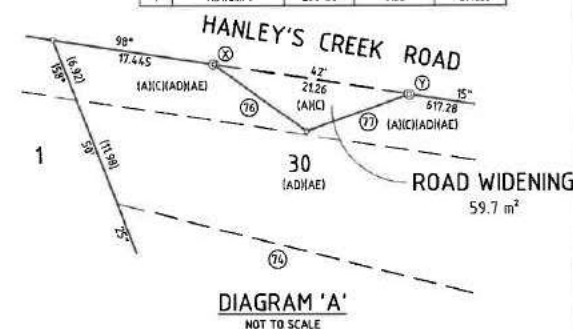
information appearing under notations has not been formally recorded in the Register.

Copyright © Office of the Registrar-General 2026

Received: 28/05/2026 11:53:44







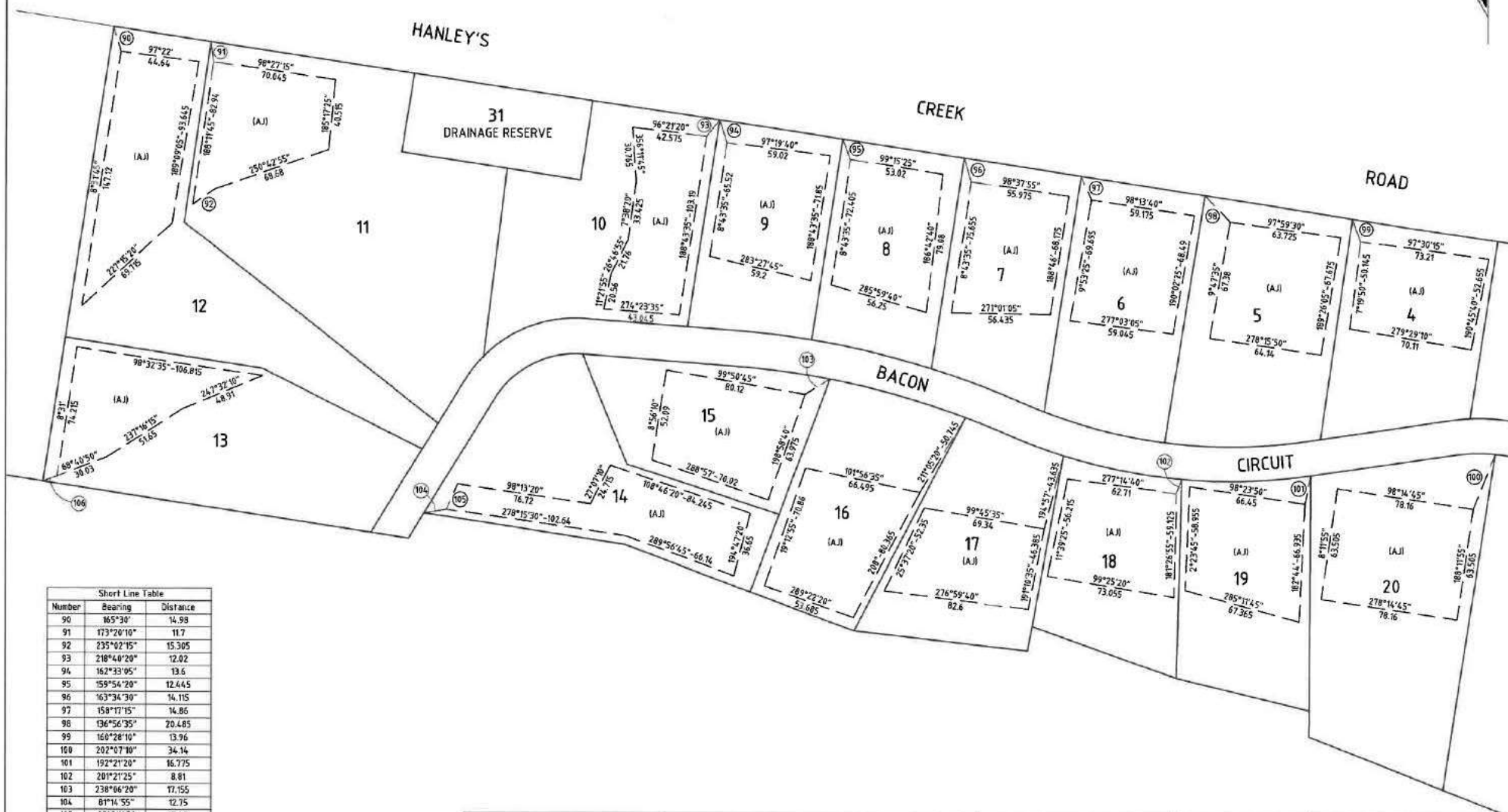
(b)(7)(C)

DP1282790

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

M.G.A.

(STAKES)



SURVEYOR

Name: NIGEL DELPS

Date: 19TH NOVEMBER 2021

Reference: 13133

PLAN OF SUBDIVISION OF LOT 16 D.P. 865027

LGA: DUNGOG

Locality: TABBIL CREEK

Reduction Ratio 1:500

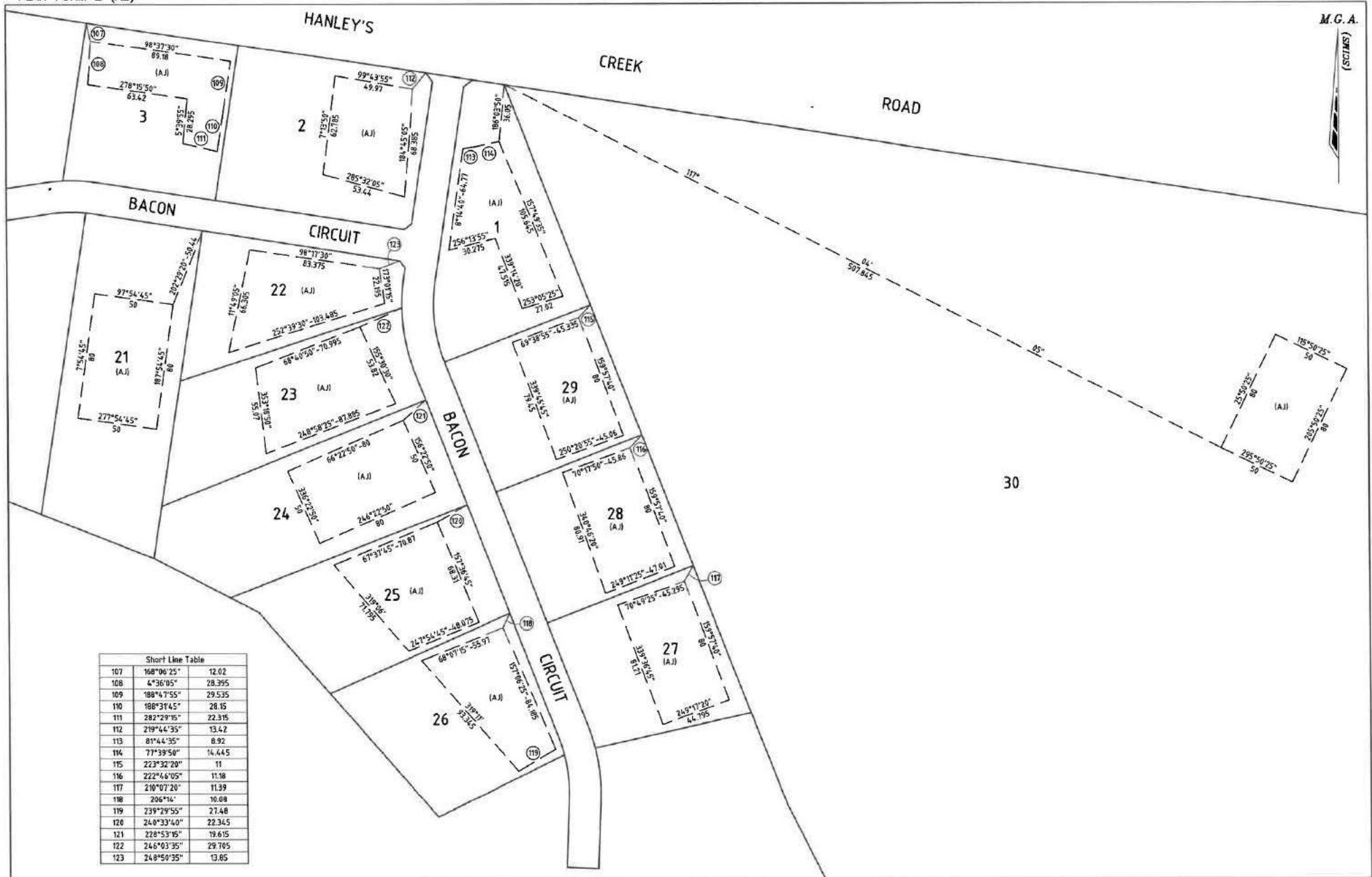
Lengths are in metres.

REGISTERED



8/04/2022

DP1282790



(A.1) RESTRICTION ON THE USE OF LAND

SURVEYOR

Name: NIGEL DELFS
 Date: 19TH NOVEMBER 2021
 Reference: 13133

PLAN OF SUBDIVISION OF LOT 16 D.P. 865027

LGA: DUNGOO

Locality: TABBIL CREEK

Reduction Ratio 1:1500

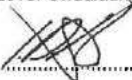
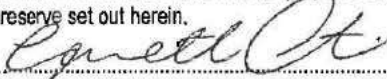
Lengths are in metres.

REGISTERED



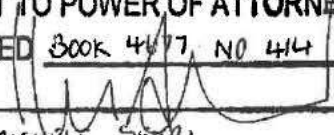
8/04/2022

DP1282790

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
Registered:  8/04/2022 Title System: TORRENS	Office Use Only Office Use Only DP1282790	
PLAN OF SUBDIVISION OF LOT 16 D.P.865027	LGA: DUNGOG Locality: TABBIL HANLEY'S CREEK Parish: DUNGOG County: DURHAM	
Survey Certificate NIGEL DELFS I, <u>Nigel Delfs</u> of <u>Delfs Lascelles Pty Ltd, 260 Maitland Road Mayfield</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that: *(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on or *(b) The part of the land shown in the plan (*being/*excluding ** <u>Part of Lot 32</u> was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, <u>19/11/21</u> the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017. Datum Line: <u>'X' - 'Y'</u> Type: <u>*Urban/*Rural</u> The terrain is <u>*Level-Undulating / *Steep-Mountainous</u> Signature:  Dated: <u>18/2/22</u> Surveyor Identification No: <u>8232</u> Surveyor registered under the <i>Surveying and Spatial information Act 2002</i> * Strike through if inapplicable. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office: Subdivision Certificate I, <u>GARETH CURTIS</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: <u>N/A</u> Consent Authority: <u>DUNGOG SHIRE COUNCIL</u> Date of endorsement: <u>16 MARCH 2022</u> Subdivision Certificate number: <u>2/2022</u> File number: <u>DA75/2015 TPA; 1311/054</u> * Strike through if inapplicable	
Plans used in the preparation of survey/compilation. D.P.865027	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD SUBJECT TO EASEMENT FOR WATER SUPPLY 6 WIDE (D.P.640305 & D.P.267433) & EASEMENT FOR PIPELINE 7.445 WIDE (D.P.535769). IT IS INTENDED TO DEDICATE BACON CIRCUIT TO THE PUBLIC AS PUBLIC ROAD SUBJECT TO EASEMENT FOR WATER SUPPLY 6 WIDE (D.P.640305 & D.P.267433). IT IS INTENDED TO DEDICATE LOT 31 TO THE PUBLIC AS DRAINAGE RESERVE SUBJECT TO EASEMENT FOR WATER SUPPLY 6 WIDE (D.P.640305 & D.P.267433).	
Surveyor's Reference: 13133	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 4 sheet(s)
Registered:  8/04/2022	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 16 D.P.865027	DP1282790	This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals - See 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate number : ...2/2022..... Date of Endorsement : ...16 MARCH 2022.....		
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:- 1. EASEMENT TO DRAIN WATER 5 WIDE (AA) 2. RIGHT OF CARRIAGEWAY 8 WIDE (AB) 3. POSITIVE COVENANT (AC) 4. POSITIVE COVENANT (AD) 5. RESTRICTION ON THE USE OF LAND 6. RESTRICTION ON THE USE OF LAND 7. EASEMENT FOR OVERHEAD POWERLINES 20 WIDE (AE) 8. EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE (AF) 9. EASEMENT FOR SIGNAGE 2.5 WIDE (AG) 10. EASEMENT TO DRAIN WATER VARIABLE WIDTH (AH) 11. RESTRICTION ON THE USE OF LAND (AJ)		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 13133		

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 4 sheet(s)																																																																																																																																																																																																						
Registered:	Office Use Only 8/04/2022	Office Use Only DP1282790																																																																																																																																																																																																						
PLAN OF SUBDIVISION OF LOT 16 D.P.865027		This sheet is for the provision of the following information as required: - A schedule of lots and addresses - See 60(c) SSI Regulation 2017 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 - Signatures and seals - See 195D Conveyancing Act 1919 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.																																																																																																																																																																																																						
Subdivision Certificate number : <u>2/2022</u> Date of Endorsement : <u>16 MARCH 2022</u>																																																																																																																																																																																																								
<table border="1" style="width: 100%; border-collapse: collapse; font-size: 0.9em;"> <thead> <tr> <th>LOT</th> <th>STREET No.</th> <th>STREET NAME</th> <th>STREET TYPE</th> <th>LOCALITY</th> <th></th> </tr> </thead> <tbody> <tr><td>1</td><td>9</td><td>BACON</td><td>CIRCUIT</td><td>HANLEY'S CREEK</td><td>TABBIL CREEK</td></tr> <tr><td>2</td><td>6</td><td>BACON</td><td>CIRCUIT</td><td>HANLEY'S CREEK</td><td>TABBIL CREEK</td></tr> <tr><td>3</td><td>485</td><td>BACON</td><td>CIRCUIT</td><td>HANLEY'S CREEK</td><td>TABBIL CREEK</td></tr> <tr><td>4</td><td>477</td><td>BACON</td><td>CIRCUIT</td><td>HANLEY'S CREEK</td><td>TABBIL CREEK</td></tr> <tr><td>5</td><td>469</td><td>BACON</td><td>CIRCUIT</td><td>HANLEY'S CREEK</td><td>TABBIL CREEK</td></tr> <tr><td>6</td><td>459</td><td>BACON</td><td>CIRCUIT</td><td>HANLEY'S CREEK</td><td>TABBIL CREEK</td></tr> <tr><td>7</td><td>451</td><td>BACON</td><td>CIRCUIT</td><td>HANLEY'S CREEK</td><td>TABBIL CREEK</td></tr> <tr><td>8</td><td>445</td><td>BACON</td><td>CIRCUIT</td><td>HANLEY'S CREEK</td><td>TABBIL CREEK</td></tr> <tr><td>9</td><td>439</td><td>BACON</td><td>CIRCUIT</td><td>HANLEY'S CREEK</td><td>TABBIL CREEK</td></tr> <tr><td>10</td><td>429</td><td>BACON</td><td>CIRCUIT</td><td>HANLEY'S CREEK</td><td>TABBIL CREEK</td></tr> <tr><td>11</td><td>421</td><td>BACON</td><td>CIRCUIT</td><td>HANLEY'S CREEK</td><td>TABBIL CREEK</td></tr> <tr><td>12</td><td>417</td><td>BACON</td><td>CIRCUIT</td><td>HANLEY'S CREEK</td><td>TABBIL CREEK</td></tr> <tr><td>13</td><td>415</td><td>BACON</td><td>CIRCUIT</td><td>HANLEY'S CREEK</td><td>TABBIL CREEK</td></tr> <tr><td>14</td><td>422</td><td>BACON</td><td>CIRCUIT</td><td>HANLEY'S CREEK</td><td>TABBIL CREEK</td></tr> <tr><td>15</td><td>436</td><td>BACON</td><td>CIRCUIT</td><td>HANLEY'S CREEK</td><td>TABBIL CREEK</td></tr> <tr><td>16</td><td>448</td><td>BACON</td><td>CIRCUIT</td><td>HANLEY'S CREEK</td><td>TABBIL CREEK</td></tr> <tr><td>17</td><td>454</td><td>BACON</td><td>CIRCUIT</td><td>HANLEY'S CREEK</td><td>TABBIL CREEK</td></tr> <tr><td>18</td><td>460</td><td>BACON</td><td>CIRCUIT</td><td>HANLEY'S CREEK</td><td>TABBIL CREEK</td></tr> <tr><td>19</td><td>468</td><td>BACON</td><td>CIRCUIT</td><td>HANLEY'S CREEK</td><td>TABBIL CREEK</td></tr> <tr><td>20</td><td>476</td><td>BACON</td><td>CIRCUIT</td><td>HANLEY'S CREEK</td><td>TABBIL CREEK</td></tr> <tr><td>21</td><td>486</td><td>BACON</td><td>CIRCUIT</td><td>HANLEY'S CREEK</td><td>TABBIL CREEK</td></tr> <tr><td>22</td><td>496</td><td>BACON</td><td>CIRCUIT</td><td>HANLEY'S CREEK</td><td>TABBIL CREEK</td></tr> <tr><td>23</td><td>18</td><td>BACON</td><td>CIRCUIT</td><td>HANLEY'S CREEK</td><td>TABBIL CREEK</td></tr> <tr><td>24</td><td>26</td><td>BACON</td><td>CIRCUIT</td><td>HANLEY'S CREEK</td><td>TABBIL CREEK</td></tr> <tr><td>25</td><td>32</td><td>BACON</td><td>CIRCUIT</td><td>HANLEY'S CREEK</td><td>TABBIL CREEK</td></tr> <tr><td>26</td><td>42</td><td>BACON</td><td>CIRCUIT</td><td>HANLEY'S CREEK</td><td>TABBIL CREEK</td></tr> <tr><td>27</td><td>43</td><td>BACON</td><td>CIRCUIT</td><td>HANLEY'S CREEK</td><td>TABBIL CREEK</td></tr> <tr><td>28</td><td>33</td><td>BACON</td><td>CIRCUIT</td><td>HANLEY'S CREEK</td><td>TABBIL CREEK</td></tr> <tr><td>29</td><td>25</td><td>BACON</td><td>CIRCUIT</td><td>HANLEY'S CREEK</td><td>TABBIL CREEK</td></tr> <tr><td>30</td><td>N/A</td><td></td><td></td><td>HANLEY'S CREEK</td><td>TABBIL CREEK</td></tr> <tr><td>31</td><td>N/A</td><td></td><td></td><td>HANLEY'S CREEK</td><td>TABBIL CREEK</td></tr> <tr><td>32</td><td>N/A</td><td></td><td></td><td>HANLEY'S CREEK</td><td>TABBIL CREEK</td></tr> </tbody> </table>			LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY		1	9	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK	2	6	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK	3	485	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK	4	477	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK	5	469	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK	6	459	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK	7	451	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK	8	445	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK	9	439	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK	10	429	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK	11	421	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK	12	417	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK	13	415	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK	14	422	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK	15	436	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK	16	448	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK	17	454	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK	18	460	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK	19	468	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK	20	476	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK	21	486	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK	22	496	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK	23	18	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK	24	26	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK	25	32	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK	26	42	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK	27	43	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK	28	33	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK	29	25	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK	30	N/A			HANLEY'S CREEK	TABBIL CREEK	31	N/A			HANLEY'S CREEK	TABBIL CREEK	32	N/A			HANLEY'S CREEK	TABBIL CREEK
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY																																																																																																																																																																																																				
1	9	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK																																																																																																																																																																																																			
2	6	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK																																																																																																																																																																																																			
3	485	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK																																																																																																																																																																																																			
4	477	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK																																																																																																																																																																																																			
5	469	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK																																																																																																																																																																																																			
6	459	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK																																																																																																																																																																																																			
7	451	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK																																																																																																																																																																																																			
8	445	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK																																																																																																																																																																																																			
9	439	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK																																																																																																																																																																																																			
10	429	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK																																																																																																																																																																																																			
11	421	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK																																																																																																																																																																																																			
12	417	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK																																																																																																																																																																																																			
13	415	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK																																																																																																																																																																																																			
14	422	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK																																																																																																																																																																																																			
15	436	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK																																																																																																																																																																																																			
16	448	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK																																																																																																																																																																																																			
17	454	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK																																																																																																																																																																																																			
18	460	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK																																																																																																																																																																																																			
19	468	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK																																																																																																																																																																																																			
20	476	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK																																																																																																																																																																																																			
21	486	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK																																																																																																																																																																																																			
22	496	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK																																																																																																																																																																																																			
23	18	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK																																																																																																																																																																																																			
24	26	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK																																																																																																																																																																																																			
25	32	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK																																																																																																																																																																																																			
26	42	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK																																																																																																																																																																																																			
27	43	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK																																																																																																																																																																																																			
28	33	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK																																																																																																																																																																																																			
29	25	BACON	CIRCUIT	HANLEY'S CREEK	TABBIL CREEK																																																																																																																																																																																																			
30	N/A			HANLEY'S CREEK	TABBIL CREEK																																																																																																																																																																																																			
31	N/A			HANLEY'S CREEK	TABBIL CREEK																																																																																																																																																																																																			
32	N/A			HANLEY'S CREEK	TABBIL CREEK																																																																																																																																																																																																			
If space is insufficient use additional annexure sheet																																																																																																																																																																																																								
Surveyor's Reference: 13133																																																																																																																																																																																																								

PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheet(s)
Registered: 	Office Use Only 8/04/2022	Office Use Only DP1282790	
PLAN OF SUBDIVISION OF LOT 16 D.P.865027		This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals - See 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
Subdivision Certificate number : <u>2/2022</u> Date of Endorsement : <u>16 MARCH 2022</u>			
EXECUTED BY MAITLAND MUTUAL LIMITED			
MAITLAND MUTUAL LIMITED ACN 087 651 983 BY ITS ATTORNEY (name) <u>Ken Archer</u> (position) <u>Chief Credit Officer</u> PURSUANT TO POWER OF ATTORNEY REGISTERED <u>BOOK 4677 NO 414</u> (signed)  (witness) <u>MICHELE SEARL</u> (Address) <u>6 MITCHELL DRIVE EAST MAITLAND NSW 2323</u> (signed) 			
If space is insufficient use additional annexure sheet			
Surveyor's Reference: 13133			

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

Sheet 1 of 7

Plan: **DP1282790**

Plan of Subdivision of Lot 16 D.P.865027 covered by Subdivision Certificate No. **2/2022**

Full name and address
of the owner of the land:

Part 1

Number of item shown in the intention panel on the plan	Identity of easement, profit a pendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water 5 wide (AA)	10 16 17 18 19 20 21 24 25 26	Dungog Shire Council 14 14,16 14,16,17 Dungog Shire Council 14,16,17,18 Dungog Shire Council 14,16,17,18,19 Dungog Shire Council 14,16,17,18,19,20,22,23 Dungog Shire Council 14,16,17,18,19,20,21,22,23 Dungog Shire Council 14,16,17,18,19,20,21,22,23 24 Dungog Shire Council 14,16,17,18,19,20,21,22,23 24,25 Dungog Shire Council
2	Right of carriageway 8 wide (AB)	5	Dungog Shire Council
3	Positive covenant (AC)	Part of lots 1 to 12 inclusive & part of lots 27 to 29 inclusive	Dungog Shire Council
4	Positive Covenant (AD)	30 32	Dungog Shire Council
5	Restriction on the use of land	Lots 1 to 12 inclusive	Dungog Shire Council
6	Restriction on the use of land	Lots 1 to 30 inclusive	Dungog Shire Council

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

Sheet 2 of 7

Plan: **DP1282790**

Plan of Subdivision of Lot 16 D.P.865027 covered by
Subdivision Certificate No. *2/1022*

7	Easement for overhead powerlines 20 wide (AE)	30	Essential Energy (ABN 37 428 185 226)
8	Easement for multi-purpose electrical installation 4.2 wide (AF)	16 & 22	Essential Energy (ABN 37 428 185 226)
9	Easement for signage 2.5 wide (AG)	1 & 2	Every other lot except 31 & 32
10	Easement to drain water variable width (AH)	32 11	14,16,17,18,19, 20,21,22,23,24,25,26 Dungog Shire Council Dungog Shire Council
11	Restriction on the use of land (AJ)	Part of Lots 1 to 30 inclusive	Dungog Shire Council

Part 2 (Terms)

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

Terms for the right of access are as per Schedule 4A (Part 1) of the Conveyancing Act 1919.

Furthermore, the terms of this easement are limited to access and egress for emergency purposes only.

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

The area designated (AC) on the plan shall be retained and maintained as a landscape buffer in accordance with the approved detailed landscape plan in perpetuity.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 4 in the plan:

The area designated (AD) on the plan shall be managed as outlined within section 4.1.3 and as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bushfire Protection 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones'

Terms of easement, profit a prendre, restriction, or positive covenant numbered 5 in the plan:

Vehicular access from the lot burdened across the common boundary with Hanley's Creek Road is prohibited.

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

- a) The removal of any hollow bearing trees identified within the lots burdened is prohibited.
- b) Fencing other than rural style, post and wire or post and rail on the boundaries of the lots burdened is prohibited.



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

Sheet 3 of 7

Plan: **DP1282790** Plan of Subdivision of Lot 16 D.P.865027 covered by Subdivision Certificate No. *2/2011*

- c) Ancillary structures and outbuildings with a building footprint greater than 100sqm and ridge height from existing ground level greater than 5m is prohibited.
- d) The use of recreational vehicles (including motorcycles) within the lots burdened is prohibited.
- e) All companion animals and pets must be contained within the boundaries of the lots burdened unless they are restrained and under direct supervision of a responsible person.

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

Terms and conditions are as defined within Part A of Memorandum AG189384.

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

Terms and conditions are as defined within Part C of Memorandum AG189384.

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

- a) Full and free right for _____ and its employees, assigns and agents to erect an entrance feature within the easement site within the burdened lot and thereafter to enter upon the burdened lot for the purposes of undertaking repairs, replacement, reconstruction and all other necessary activities for the continued maintenance and presence of the entrance feature.
- b) Except for the entrance feature installed at the date of registration of this instrument, no fence, landscaping or structure of any kind may be erected within the easement site without the prior written permission

Terms of easement, profit a prendre, restriction, or positive covenant numbered 11 in the plan:

The disposal of effluent wastewater upon the lots burdened is to be in accordance with the Onsite Wastewater Management Report prepared by Whitehead & Associated Environmental Consultants dated 25 May 2015 and Cumulative Impact Assessment prepared by Decentralised Water Consulting dated 13 February 2018. ~~The erection of any structures within the land application areas is prohibited.~~

Name of person or authority empowered to release, vary or modify restriction, easement or positive covenant numbered 1, 2, 3, 4, 5, 6, 10 & 11 in the plan.

The Lots burdened and benefitted, only with the consent of Dungog Shire Council



9/6/2022
TERMS OF RESTRICTION NUMBERED 11 AMENDED SEE 2022-401 & AS102202-3

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

Sheet 4 of 7

Plan: **DP1282790**

Plan of Subdivision of Lot 16 D.P.865027 covered by
Subdivision Certificate No. *2/2022*

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

Sheet 5 of 7

Plan: **DP1282790**

Plan of Subdivision of Lot 16 D.P.865027 covered by
Subdivision Certificate No. 2/2022

DUNGOG SHIRE COUNCIL by its)
authorised delegate pursuant to s.377)
Local Government Act 1993)

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


Signature of delegate

GARETH CURTIS
Name of delegate (BLOCK LETTERS)



Gareth Curtis
General Manager
Dungog Shire Council


Signature of Witness

JENNIFER WEBB
Name of Witness (BLOCK LETTERS)

198 DOWLING STREET

DUNGOG
Address of Witness (BLOCK LETTERS)

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

Sheet 6 of 7

Plan: **DP1282790**

Plan of Subdivision of Lot 16 D.P.865027 covered by
Subdivision Certificate No. 2/2022

Executed by **MAITLAND MUTUAL LIMITED**

MAITLAND MUTUAL LIMITED

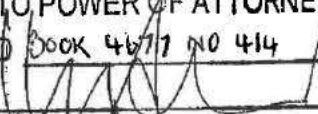
ACN 087 651 983 BY ITS ATTORNEY

(name) **Ken Archer**

(position) **Chief Credit Officer**

PURSUANT TO POWER OF ATTORNEY

REGISTERED BOOK 4671 NO 414

(signed) 

(witness) **MICHELE SEARL**

(Address) **6 MITCHELL DRIVE EAST MAITLAND NSW 2323**

(signed) 

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

Sheet 7 of 7

Plan: **DP1282790**

Plan of Subdivision of Lot 16 D.P.865027 covered by Subdivision Certificate No. 2/2021

Executed by **ESSENTIAL ENERGY (ABN 37 428 185 226)**

EXECUTED BY ESSENTIAL ENERGY
by its duly appointed attorney under
power of attorney Book 474, No. 85
in the presence of:



Signature of witness

MELINDA WHITE

Name of witness

8 BULLER ST
PORT MACQUARIE

Address of witness



Signature of attorney
MARTIN ENGLISH
HEAD OF LEASE

Name and title of attorney

REGISTERED:



8/04/2022

SEE DEPOSITED DEEDS PACKET NO. 19743

NO. 63 BOOK 1968

DEED OF PARTITION

N.S.W. Department
of Stamp Duties
9.8.45

N.S.W. Stamp Duty
One Pound

N.S.W. Stamp Duty
Fine Paid

THIS DEED made the 29th day of June one thousand nine hundred and forty five BETWEEN JOHN KENNETH MACKAY and ROBERT THEODORE MACKAY both of Dungog in the State of New South Wales Graziers of the First Part the said JOHN KENNETH MACKAY of the Second Part and the said ROBERT THEODORE MACKAY of the Third Part WHEREAS the said John Kenneth Mackay and Robert Theodore Mackay are seised for an Estate in fee simple as tenants in common in equal shares of the lands and hereditaments described in the First Schedule hereto AND WHEREAS it has been agreed by and between the parties hereto that the said land shall be partitioned and that the said John Kenneth Mackay shall have conveyed to him the land and hereditaments described in the First Part of the Second Schedule hereto and the said Robert Theodore Mackay shall have conveyed to him the lands described in the second part of the Second Schedule hereto NOW THIS DEED WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of TEN SHILLINGS paid by the said John Kenneth Mackay to the said John Kenneth Mackay and the said Robert Theodore Mackay (the receipt whereof is hereby acknowledged) they the said John Kenneth Mackay and Robert Theodore Mackay as beneficial owners do and each of them hereby convey the lands described in the First part of the Second Schedule hereto to the said John Kenneth Mackay in fee simple AND THIS DEED FURTHER WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of TEN SHILLINGS paid by the said Robert Theodore Mackay to the said John Kenneth Mackay and the said Robert Theodore Mackay (the receipt whereof is hereby acknowledged) they the said John Kenneth Mackay and Robert Theodore Mackay as beneficial Owners do and each of them hereby convey the lands described in the Second part of the Second Schedule hereto to the said Robert Theodore Mackay in fee simple and the said Robert Theodore Mackay as Covenantor DOTH HEREBY covenant with the said John Kenneth Mackay as Covenantee that he will produce to him the said John Kenneth Mackay the deeds and documents referred to in the Third Schedule hereunder written.

IN WITNESS whereof the said parties have hereunto set their hands and seals on the day and year first hereinbefore written.

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO

ALL THAT piece or parcel of land in the State of New South Wales containing by admeasurement six acres be the same more-or-less situated in the County of Durham and Parish of Dungog near Dungog COMMENCING on the Tabbie Creek at the South-east corner of a measured portion of seven acres and bounded on the North by the Southern boundary of that land being a line West nine chains and fifty links to a road one chain wide on the West by the Eastern side of that road being a line South nine chains to another road dividing this land from D.F. Mackay and John Hook's eight hundred and thirty acres on the South by the Northern side of that road being a line East eight chains to Tabbie Creek and on the East by Tabbie Creek upward to the South East corner of the measured portion of seven acres aforesaid exclusively of the high road one

JK Mackay

chain wide passing through this allotment from Dungog to Clarence Town the area of which has been deducted from the total area being the land sold as Lot 39 in pursuance of the Proclamation of Twenty first day of February one thousand eight hundred and fifty nine EXCEPTING THEREOUT an area of 2 roods 22 perches which has been resumed by the Hunter District Water Board ALSO ALL THAT piece or parcel of land in the said State of New South Wales containing by admeasurement One hundred and twenty eight acres two roods and thirty nine perches be the same more or less situate in the County of Durham Parish of Dungog COMMENCING at Spelman's Creek at the North-east corner of a measured portion of one hundred and seventy five acres one rood and thirty three perches and bounded on the east by part of the Western boundary of D.F.Mackay and J.Hook's eight hundred and thirty acres bearing North twenty seven chains and forty links on the North by a road one chain wide dividing it from Mr. Wardell's one thousand two hundred and eighty acres bearing West thirty nine chains on the West by a road one chain dividing it from a measured portion of one hundred and sixty acres bearing South forty three chains and six links and on the South by Spelman's Creek downwards to the point of commencement being the land proclaimed as Lot Eighteen on the twenty first day of December one thousand eight hundred and fifty five and selected by John Kenneth Mackay and granted to him by Crown Grant dated the thirty first day of December one thousand eight hundred and sixty two ALSO ALL THAT piece or parcel of land containing by admeasurement one hundred and seventy five acres one rood and thirty three perches be the same more or less situated in the County of Durham and Parish of Dungog in the State aforesaid COMMENCING on Spelman's Creek at the South west corner of a measured portion of one hundred and twenty eight acres two roods and thirty nine perches and bounded on the West by a road one chain wide dividing it from a measured portion of one hundred and sixty acres bearing South thirty four chains ninety four links on the South by a road one chain wide dividing it from John Hook's two thousand five hundred and sixty acres bearing East nine chains on the East by part of the Western boundary of D.F.Mackay and J.Hook's eight hundred and thirty acres bearing North fifty five chains and sixty links and on the North by Spelman's Creek upwards to the point of commencement being the land proclaimed as Lot Seventeen on the twenty first day of December one thousand eight hundred and fifty five and selected by one Charles Boyce Mackay and granted to him by Crown Grant dated the Thirty first day of December one thousand eight hundred and sixty two ALSO ALL THAT piece or parcel of land containing by admeasurement Three hundred and twenty acres (more-or-less) situated in the County of Durham Parish of Dungog in the said State bounded on the North by Government land on the West by Lot Four herein-after described on the South by Government land and on the East by Lot Two sold to Dresley Cordell Esquire ALSO ALL THAT piece or parcel of land situate lying and being in the County and Parish aforesaid containing by admeasurement three hundred and twenty acres (more-or-less) bounded on the North by Government Lands on the West by the Estate of Duncan Forbes Mackay Esquire on the South by Government land and on the East by Lot three lastly hereinbefore described which two lastly described pieces or parcels of land or ground are part and parcel of one thousand two hundred and eighty acres of land granted to Mary Wardell and her heirs by Crown Grant bearing date the twelfth day of July one thousand eight hundred and thirty nine under the hand and seal of Sir George Gipps the then Governor of the said State ALSO ALL THAT piece or parcel of land containing by admeasurement nine acres and three roods be the same more or less situated in the County of Durham and Parish of Dungog near Dungog in the Colony of New South Wales COMMENCING on the Eastern boundary of M.Wardell's twelve hundred and eighty acres at the North west corner of a measured portion of nineteen acres and bounded on the South by the Northern boundary of that land East ten chains to the South west corner of a measured portion of three acres and three roods on the East by the West boundary of that land North eight chains and fifty six links to Tabbie Creek and on the North by Tabbie Creek upwards to the point where it is intersected by the Eastern boundary of M.Wardell's twelve hundred and eighty acres aforesaid and on the West by eleven chains of that Eastern boundary Southerly to the North West corner of the measured portion of nineteen acres aforesaid being the land sold as Lot fifty one in pursuance of the proclamation of the seventeenth day of April one thousand eight hundred and fifty five ALSO ALL THAT piece or parcel of land containing by admeasurement nineteen acres be the same more or less situated in the Parish of Dungog aforesaid COMMENCING at the South east corner of M. Wardell's twelve hundred and eighty acres and bounded on the West by twenty chains of the Eastern boundary of that land Northerly on the North by a line East nine chains and fifty links to a road one chain wide on the East by the Western side of that road Southerly parallel to the Western boundary twenty chains to the Northern boundary of D.F.Mackay's and John Hook's eight hundred and thirty acres and on the South by that Northern boundary Westerly nine chains and fifty links to the South east corner of M.Wardell's twelve hundred and eighty acres aforesaid being the land sold as Lot fifty two in pursuance of the proclamation of seventeenth April one thousand eight hundred and fifty five ALSO ALL THAT piece or parcel of land containing by admeasurement twelve hundred and eighty acres be the same more-or-less situate lying and being in the County of Durham Parish of Dungog near Dungog in the Territory of New South Wales COMMENCING at the Southern extremity of the West boundary line of Ferdinand Antley's Grant and bounded on the South by a West line of one hundred and sixty chains on the West by a North line of eighty chains on the North by an East line of one hundred and sixty chains and on the East by a South line of Eighty chains to the Southern extremity of the West boundary line of Ferdinand Antley's Grant aforesaid being part of the land promised to Grayson Hartley on or before the twenty fifth day of June one thousand eight

hundred and thirty and of which he was authorised to take possession on the Sixth day of September one thousand eight hundred and thirty one as a primary Grant being also part of the land advertised as number thirty in the Government Notice dated the eighth day of January one thousand eight hundred and thirty eight in favor of the said Duncan Forbes Mackay at the request of the Promisee ALSO ALL THAT piece or parcel of land forming part of D.F. Forbes and John Hooke's eight hundred and thirty acres containing by admeasurement thirty six acres and fifteen perches more-or-less situate lying and being in the Parish of Dungog in the County of Durham and Colony of New South Wales COMMENCING on the West side of the Government road leading from Clarence Town to Dungog at its intersection with the North boundary of John Hooke's two thousand five hundred and sixty acres and bounded towards the South by part of the North boundary of that land bearing South eighty nine degrees fourteen minutes West twelve chains twenty eight links on the West by a line North thirty six chains twenty seven and a half links on the North by a line East ten chains and two links to the road and thence towards the East by part of the West boundary of the aforesaid road leading from Clarence Town to Dungog Southerly to the point of commencement.

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO

FIRST PART

ALL THAT piece or parcel of land in the said State of New South Wales containing by admeasurement One hundred and twenty eight acres two roods and thirty perches be the same more-or-less situate in the County of Durham Parish of Dungog COMMENCING at Spelman's Creek at the North east corner of a measured portion of one hundred and seventy five acres one rood and thirty three perches and bounded on the east by part of the Western boundary of D.F. Mackay and J.Hooke's eight hundred and thirty acres bearing North twenty seven chains and forty links on the North by a road one chain wide dividing it from Mr. Wardell's one thousand two hundred and eighty acres bearing West thirty nine chains on the West by a road one chain dividing it from a measured portion of one hundred and sixty acres bearing South forty three chains and six links and on the South by Spelman's Creek downwards to the point of commencement being the land proclaimed as Lot Eighteen on the twenty first day of December one thousand eight hundred and fifty five and selected by John Kenneth Mackay and granted to him by Crown Grant dated the thirty first day of December one thousand eight hundred and sixty two ALSO ALL THAT piece or parcel of land containing by admeasurement one hundred and seventy five acres one rood and thirty three perches be the same more or less situated in the County of Durham and Parish of Dungog in the State aforesaid COMMENCING on Spelman's Creek at the South-west corner of a measured portion of one hundred and twenty eight acres two roods and thirty nine perches and bounded on the West by a road one chain wide dividing it from a measured portion of one hundred and sixty acres bearing South thirty four chains ninety four links on the South by a road one chain wide dividing it from John Hooke's two thousand five hundred and sixty acres bearing East nine chains on the East by part of the Western boundary of D.F. Mackay and J.Hooke's eight hundred and thirty acres bearing North fifty five chains and sixty links and on the North by Spelman's Creek upwards to the point of commencement being the land proclaimed as Lot Seventeen on the twenty first day of December one thousand eight hundred and fifty five and selected by one Charles Boyce Mackay and granted to him by Crown Grant dated the Thirty first day of December one thousand eight hundred and sixty two ALSO ALL THAT piece or parcel of land forming part of D.F. Forbes and John Hooke's eight hundred and thirty acres containing by admeasurement thirty six acres and fifteen perches more-or-less situate lying and being in the Parish of Dungog in the County of Durham and Colony of New South Wales COMMENCING on the West side of the Government road leading from Clarence Town to Dungog at its intersection with the North boundary of John Hooke's two thousand five hundred and sixty acres and bounded towards the South by part of the North boundary of that land bearing South eighty nine degrees fourteen minutes West twelve chains twenty eight links on the West by a line North thirty six chains twenty seven and a half links on the North by a line East ten chains and two links to the road and thence towards the East by part of the West boundary of the aforesaid road leading from Clarence Town to Dungog Southerly to the point of commencement.

SECOND PART

ALL THAT piece or parcel of land in the State of New South Wales containing by admeasurement six acres be the same more-or-less situated in the County of Durham and Parish of Dungog near Dungog COMMENCING on the Tabbie Creek at the South east corner of a measured portion of seven acres and bounded on the North by the Southern boundary of that land being a line West nine chains and

J.K. Mackay

fifty links to a road one chain wide on the West by the Eastern side of that road being a line South nine chains to another road dividing this land from D.F.Mackay and John Hooke's eight hundred and thirty acres on the South by the Northern side of that road being a line East eight chains to Tabbie Creek and on the East by Tabbie Creek upward to the South-east corner of the measured portion of seven acres aforesaid exclusively of the high road one chain wide passing through this allotment from Dungog to Clarence town the area of which has been deducted from the total area being the land sold as Lot 39 in pursuance of the Proclamation of Twenty first day of February one thousand eight hundred and fifty nine EXCEPTING THEREOUT an area of 2 roods 22 perches which has been resumed by the Hunter District Water Board ALSO ALL THAT piece or parcel of land containing by admeasurement Three hundred and twenty acres (more-or-less) situate in the County of Durham Parish of Dungog in the said State bounded on the North by Government land on the West by Lot Four herein-after described on the South by Government land and on the East by Lot Two sold to Dresley Cordell Esquire ALSO ALL THAT piece or parcel of land situate lying and being in the County and Parish aforesaid containing by admeasurement three hundred and twenty acres (more-or-less) bounded on the North by Government lands on the West by the Estate of Duncan Forbes Mackay Esquire on the South by Government land and on the East by Lot three lastly hereinbefore described which two lastly described pieces or parcels of land or ground are part and parcel of one thousand two hundred and eighty acres of land granted to Mary Wardell and her heirs by Crown Grant bearing date the twelfth day of July one thousand eight hundred and thirty nine under the hand and seal of Sir George Gipps the then Governor of the said State ALSO ALL THAT piece or parcel of land containing by admeasurement nine acres and three roods be the same more-or-less situated in the County of Durham and Parish of Dungog near Dungog in the Colony of New South Wales COMMENCING on the Eastern boundary of M.Wardell's twelve hundred and eighty acres at the North west corner of a measured portion of nineteen acres and bounded on the South by the Northern boundary of that land East ten chains to the South West corner of a measured portion of three acres and three roods on the East by the West boundary of that land North eight chains and fifty six links to Tabbie Creek and on the North by Tabbie Creek upwards to the point where it is intersected by the Eastern boundary of M.Wardell's twelve hundred and eighty acres aforesaid and on the West by eleven chains of that Eastern boundary Southerly to the North West corner of the measured portion of nineteen acres aforesaid being the land sold as Lot fifty one in pursuance of the proclamation of the seventeenth day of April one thousand eight hundred and fifty five ALSO ALL THAT piece or parcel of land containing by admeasurement nineteen acres be the same more-or-less situated in the Parish of Dungog aforesaid COMMENCING at the South east corner of M.Wardell's twelve hundred and eighty acres and bounded on the West by twenty chains of the Eastern boundary of that land Northerly on the North by a line East nine chains and fifty links to a road one chain wide on the East by the Western side of that road Southerly parallel to the Western boundary twenty chains to the Northern boundary of D.F.Mackay's and John Hook's eight hundred and thirty acres and on the South by that Northern boundary Wested y nine chains and fifty links to the South east corner of M.Wardell's twelve hundred and eighty acres aforesaid being the land sold as Lot fifty two in pursuance of the proclamation of seventeenth April one thousand eight hundred and fifty five ALSO ALL THAT piece or parcel of land containing by admeasurement twelve hundred and eighty acres be the same more-or-less situated lying and being in the County of Durham Parish of Dungog near Dungog in the Territory of New South Wales COMMENCING at the Southern extremity of the West boundary line of Ferdinand Antley's Grant and bounded on the South by a West line of one hundred and sixty chains on the West by a North line of eighty chains on the North by an East line of one hundred and sixty chains and on the East by a South line of Eighty chains to the Southern extremity of the West boundary line of Ferdinand Antley's Grant aforesaid being part of the land promised to Grayson Hartly on or before the twenty fifth day of June one thousand eight hundred and thirty and of which he was authorised to take possession on the Sixth day of September one thousand eight hundred and thirty one as a primary Grant being also part of the land advertised as number thirty in the Government Notice dated the eighth day of January one thousand eight hundred and thirty eight in favor of the said Duncan Forbes Mackay at the request of the Promisee.

THE THIRD SCHEDULE HEREINBEFORE REFERRED TO.

- | | | |
|-------------|------|--|
| 20th April, | 1931 | <u>CONVEYANCE</u> John Kenneth Mackay to Alfred Bland Wilkinson and Alison Seymour Bingle Regd. No. 504 Book 1624 |
| 20th March, | 1931 | <u>SETTLEMENT</u> J.K.Mackay to A.B.Wilkinson and A.S.Bingle Trustees for Alfred John Kenneth Mackay and Theophilus Robert Mackay Reg. No.294 Book 1753. |
| 22nd June, | 1936 | <u>CONVEYANCE</u> A.B.Wilkinson and Anor. to J.K.Mackay Jnr. and Anor.Reg.No.295 Book 1753. |

SIGNED SEALED AND DELIVERED by the
said JOHN KENNETH MACKAY in the
presence of :

William E. Wilson

J. K. Mackay

SIGNED SEALED AND DELIVERED by the
said JOHN KENNETH MACKAY in the
presence of : *ROBERT THEODORE MACKAY in the*

William E. Wilson
Solicitor
Dungog

R. T. Mackay

CYRIL JAMES CHANNON of Dungog Accountant to the Commercial Banking Company of
Sydney Limited, Dungog Branch being duly sworn maketh oath and saith :-

The writing contained above and on the four preceding pages has been compared
by me with the original Deed of Partition and is a true copy thereof.

Dungog
SWORN at Sydney this *25th*
day of *July* 1945
Before me :

W. W. Robinson J.P.

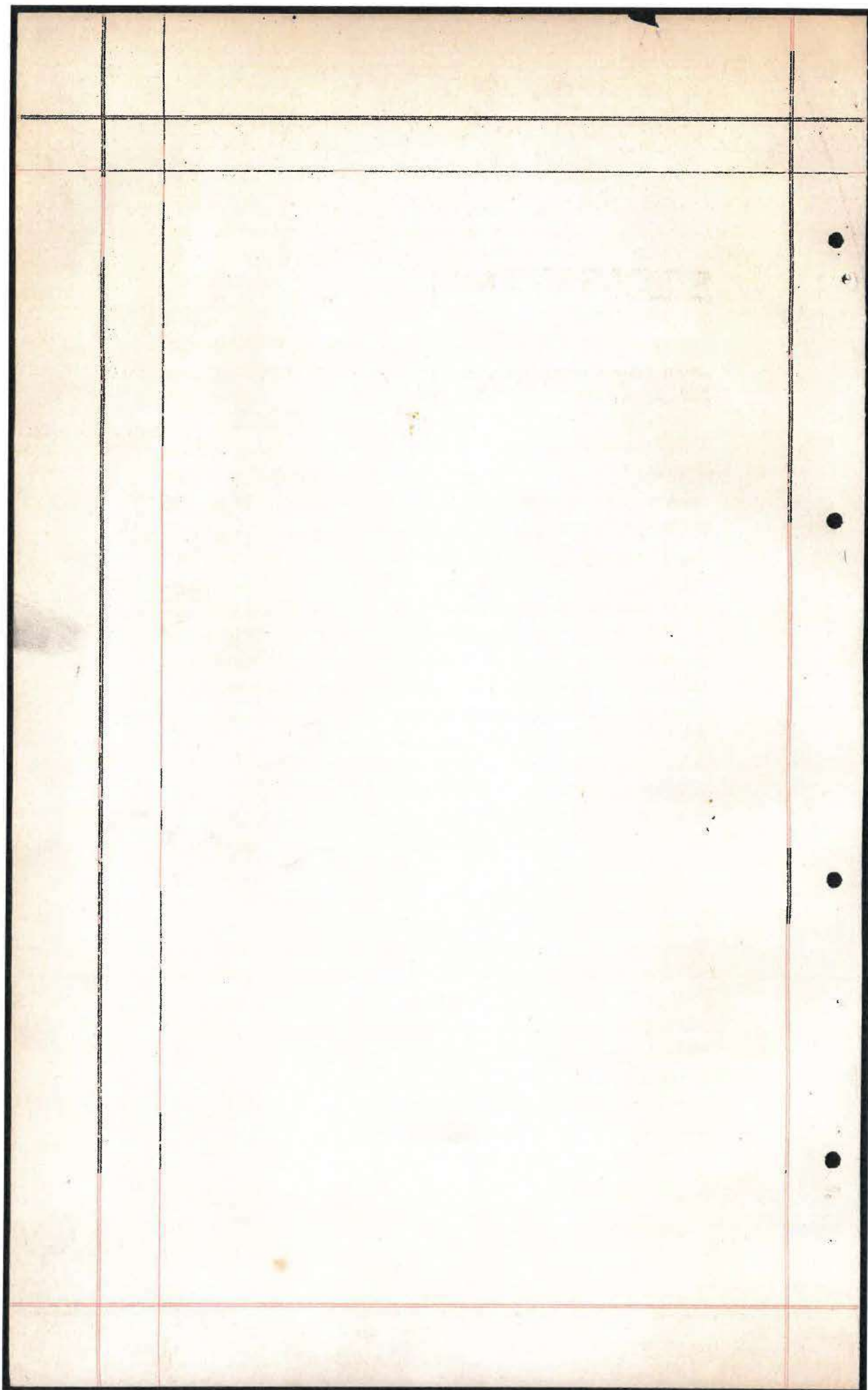
DEPUTY REGISTRAR

RECEIVED into the Registration of Deeds Office at Sydney this thirteenth
day of August one thousand nine hundred and forty five at *thirty two*
minutes past eleven o'clock in the fore noon from
Edward Ashley Carruthers

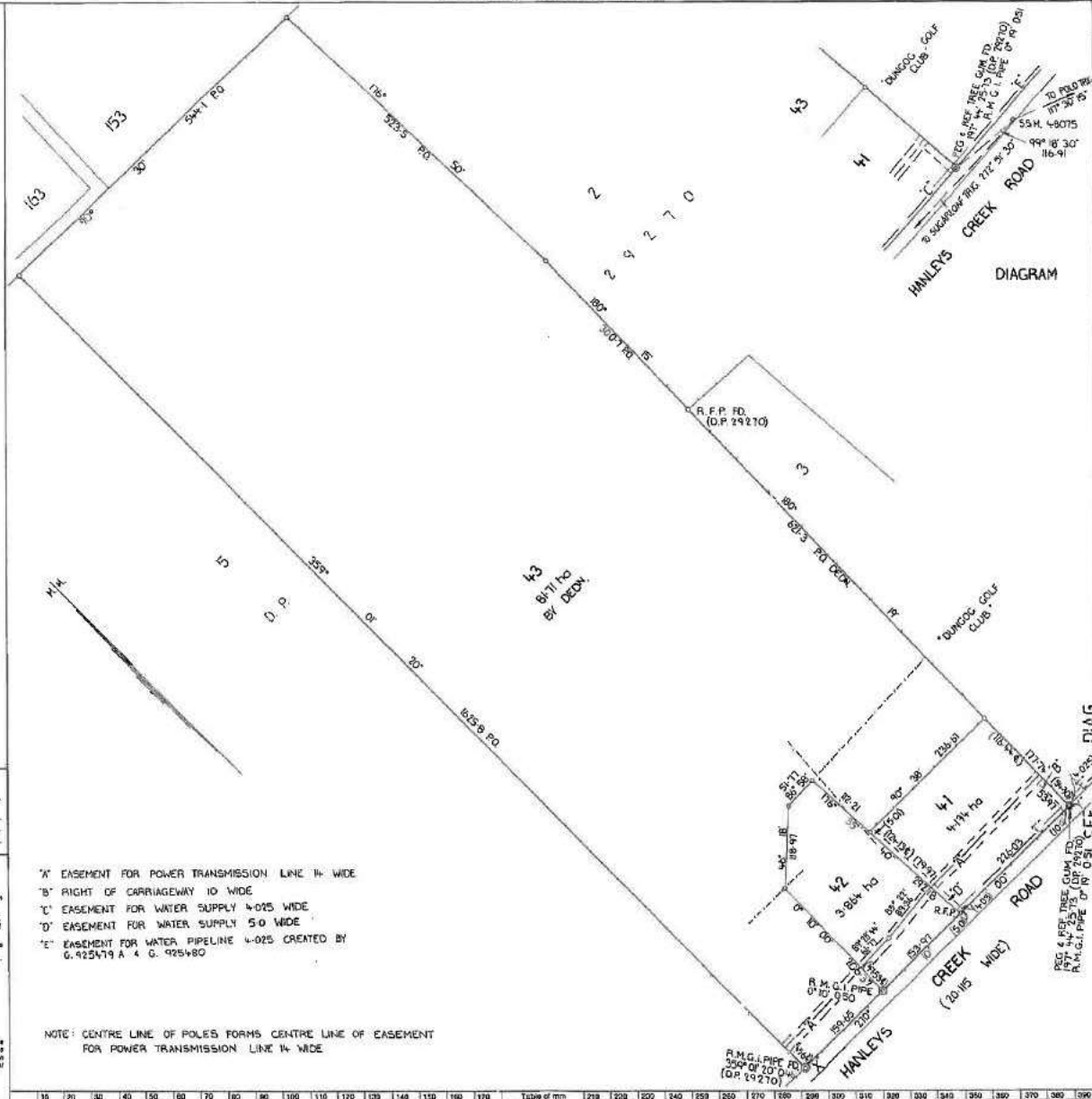
of Sydney in the State of New South Wales Clerk to The Commercial Banking Co. of Sydney
~~a true copy of the within Deed of Partition verified by the said Cyril James~~
~~Channon of Dungog and Numbered 63 Book 1905~~

Ed. Carruthers
DEPUTY REGISTRAR.

J. K. Mackay



C. J. Crawford



0	
---	--

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

29th September, 1987

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

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

(Sheet 1 of 4 sheets)

Lengths are in metres

PART 1

Plan

DP 748541

Full name and address of
proprietor of the land

Subdivision of Lot 4, D.P. 29270
being the land in Certificate of
Title Volume 10908 Folio 12 covered
by Council Clerk's Certificate No.
2424 of 22-1-1987

DAVID JAMISON CRAWFORD of "Hillside",
Dungog, Veterinary Surgeon

1. Identity of easement firstly referred to in the abovementioned plan
- Easement for Power Transmission
Line 14 wide

Schedule of lots etc. affected

Lots burdened

Lots 41, 42 & 43

Name of Authority benefited

Shortland Electricity

2. Identity of easement secondly referred to in the abovementioned plan
- Right of Carriageway 10 wide

Schedule of lots etc. affected

Lots burdened

Lot 41

Name of Authority benefited

Shortland Electricity

3. Identity of easement thirdly referred to in the abovementioned plan
- Easement for water supply
4.025 wide

Schedule of lots etc. affected

Lots burdened

Lot 41

Lots benefited

Lots 42 and 43 and Portion 31
Parish of Dungog County of
Durham being part of the land
in Certificate of Title
Volume 7596 Folio 37

4. Identity of easement fourthly referred to in the abovementioned plan
- Easement for water supply
5 wide

Schedule of lots etc. affected

Lots burdened

Lot 41

Lots benefited

Lots 42 and 43

REGISTERED

29.9.1987

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

10 20 30 40 50 60 70 Table of mm 1:0 1:20 1:30 1:40

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

Lengths are in metres

(Sheet 2 of 4 sheets)

PART 2

Plan

DP 748541

Subdivision of Lot 4, D.P. 29270
being the land in Certificate of
Title Volume 10908 Folio 12 covered
by Council Clerk's Certificate No.
2424 of 22-1-1987

Terms of Easement firstly referred to in abovementioned Plan

FULL and free right leave liberty and licence for the Registered Proprietor of the Authority (hereafter called the Authority) its successors and assigns its and their officers servants agents workmen and contractors and all other persons authorised by it or them to act on its or their behalf-

1. To erect construct place inspect alter repair renew maintain and use substation premises on the servient tenement and to place through along in and remove from the servient tenement overhead and underground cables and the supports therefor and other ancillary works for the transmission of electricity and for purposes incidental thereto and to repair inspect alter renew maintain use and remove any works of the aforementioned categories as are already erected constructed or placed in the servient tenement (the ownership of all of which works the Registered Proprietor of the Lot burdened hereby acknowledges is vested in the Authority) : and

2. To erect construct place inspect alter repair renew maintain and use through along in and remove from the servient tenement overhead electricity transmission mains wires underground and surface cables and the supports therefor (including towers and poles) and other ancillary works for the transmission of electricity and for purposes incidental thereto and to repair inspect alter renew maintain use and remove any works of the aforementioned categories as are already erected constructed or placed in the servient tenement (the ownership of all of which works the Registered Proprietor of the Lot burdened hereby acknowledges is vested in the Authority) : and

3. To cause or permit electricity to flow or to be transmitted through the said substation premises and along and through the said cable and ancillary works: and

4. With or without horses vehicles and plant and equipment to enter and be in the servient tenement for the purposes of exercising any rights agreed to it or them hereunder: and

5. To cut trim or lop trees branches and other growths or foliage which now or at any time hereafter may overhang encroach or be in or on the servient tenement and which may or may be likely to interfere with any right leave liberty or licence agreed hereunder: and

6. For the purpose of gaining access to the servient tenement with or without vehicles plant or equipment to enter by or upon traverse and depart from land adjoining the servient tenement owned by the Registered Proprietors of the lots burdened their successors and assigns.

REGISTERED

29.9.1987

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day.

30th NOVEMBER, 1989



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

(Sheet 3 of 4 sheets)

Lengths are in metres

Plan

Subdivision of Lot 4, D.P. 29270
being the land in Certificate of
Title Volume 10908 Folio 12 covered
by Council Clerk's Certificate No.
2424 of 22-1-1987

DP 748541

PART 2(cont)

AND the Authority its successors and assigns HEREBY AGREES with the Registered Proprietors of the lots burdened and their successors and assigns that -

(a) Before doing any act or thing in the exercise of any rights powers or authorities hereby granted and during the progress thereof the Authority shall do everything reasonably necessary to obviate the risk of injury and damage to persons and property being on the servient tenement or any adjoining property of the Registered Proprietor of the Lot burdened:

(b) It will at all times at its own expense keep the said substation premises cables and ancillary works in a proper and efficient state of repair:

(c) In the exercise of the rights liberties and authorities hereby granted the Authority will do as little damage as possible to the servient tenement and will not impede the full and uninterrupted use by the Registered Proprietor of the Lot burdened (so far as is consistent with this grant) of the servient tenement and shall forthwith make good to the satisfaction of the Registered Proprietor of the Lot burdened all such damage occasioned thereby and will make just compensation for all damage which is not made good within a reasonable time:

AND THE REGISTERED PROPRIETORS OF THE LOTS BURDENED for themselves their successors and assigns HEREBY AGREE with the Authority its successors and assigns that -

(a) they will not do or knowingly suffer to be done any act or thing which may interfere with injure damage or destroy the said cables substation premises or ancillary works or any of them or obstruct prevent or interfere with the free flow of electricity through the substation premises or along and through the said cables or ancillary works:

(b) They will not erect or place or permit the erection or placing in or on the servient tenement of any building structure plant or apparatus without the permission in writing of the Authority its successors or assigns PROVIDED THAT such permission shall not be unreasonably withheld.

AND IT IS HEREBY DECLARED that the said easement is intended to be an easement in gross under Section 88A of the Conveyancing Act 1919 and that the said easement may be released varied or modified by the Authority or its successors or assigns.

REGISTERED 29.9.1987

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

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

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

(Sheet 4 of 4 sheets)

Lengths are in metres

Plan

Subdivision of Lot 4, D.P. 29270
being the land in Certificate of
Title Volume 10908 Folio 12 covered
by Council Clerk's Certificate No.
2424 of 22-1-1987

DP 748541

PART 2 (cont)

Terms of Easements thirdly and fourthly referred to in abovementioned Plan

FULL and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenements or any part thereof with which the right shall be capable of enjoyment and every person authorised by him from time to time and at all times by means of pipes to pass and convey water [not being drainage water] from the Hunter District Water Board's pipeline in any quantities across and through above or beneath the surface of the land indicated in the abovementioned plan as the servient tenements, together with the right to use, for the purposes of the easement, any line of pipes already heretofore laid within the servient tenements for the purpose of the passage and conveyance of water or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter above or beneath the surface of the servient tenements and together with the right for the holder of the dominant tenement and every person authorised by him to go, pass and repass with or without vehicles, with any tools, implements or machines necessary for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipeline or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenements to such extent as may be necessary provided that the holder of the dominant tenement and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible the surface of the servient tenements and will restore these surfaces as nearly as practicable to their original condition and the owners of each lot shall be liable to contribute equally to the laying, maintenance and replacement of such pipes.

Signed in my presence by DAVID JAMISON CRAWFORD who is personally known to me.

Signature of Witness

Proprietor

Qualification of Witness

REGISTERED 29.9.1987

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.

30th NOVEMBER, 1989

2



Dungog Shire Council
PO Box 95
DUNGOG NSW 2420
T: (02) 4995 7777 F: (02) 4995 7750
E: shirecouncil@dungog.nsw.gov.au
W: dungog.nsw.gov.au
ABN 62 610 350 056

S10.7(2) PLANNING CERTIFICATE

Environmental Planning & Assessment Act, 1979 (as amended)

Date: 2 June 2026

Certificate: 2026250 **Fee:** \$71.00 **Receipt:** 939303 **Your Ref:** 12088

DESCRIPTION OF LAND

User Assessment: 018110543200 **Parish:** Dungog **County:** Durham

Assessment: 84152

Address: LOT: 32 DP: 1282790, Hanleys Creek Road HANLEYS CREEK 2420

Owner: _____

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(2) of the Environmental Planning and Assessment Act, 1979 and clause 284 and Schedule 2 of the *Environment Planning and Assessment Regulation 2021*.

ITEM 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

Refer to Attachment 1

Local Environmental Plans

Dungog Local Environmental Plan 2014 – Operational 1 June 2014

Development Control Plans

Dungog Shire Wide Development Control Plan No. 1 - Refer to Attachment 2

- (2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.**

Draft State Environmental Planning Policies

Refer to Attachment 3

Draft Local Environmental Plans

Nil

Draft Development Control Plans

Nil

- (3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—**
- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or**
 - (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.**
- (4) In this section—**
proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

ITEM 2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

For each environmental planning instrument or draft environmental planning instrument

(a) What is the identity of the zoning for the land?

Under the Dungog Local Environmental Plan 2014 the zoning is: RU1: Primary Production & R5: Large Lot Residential

(b) (i) For what purposes may development be carried out within the zone without the need for development consent?

Refer to Attachment 4

(b) (ii) For what purposes may development not be carried out within the zone except with development consent?

Refer to Attachment 4

(b) (iii) For what purposes is development prohibited within the zone?

Refer to Attachment 4

(c) Do any additional permitted uses apply to the land?

No

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

For land zoned RU1

Yes – Refer to Attachment 5

For land zoned R5

No

(e) Is the land in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?

No

(f) Is the land in a conservation area?

No

(g) Is an item of environmental heritage located on the land.

No

ITEM 3 CONTRIBUTIONS PLANS

- (1) **Which contributions plan/s under Division 7 of the Act apply to the land, including draft contributions plans.**

Dungog Local Infrastructure Contributions Plan, 2019

Contributions Plan for Heavy Haulage Generated by Extractive Industries, 2017

- (2) **Is the land in a special contributions area under Division 7.1 of the Act?**

No

ITEM 4 COMPLYING DEVELOPMENT

- (1) **Whether or not 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) **Whether complying development may not be carried out on the land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of the SEPP and the reasons why it may not be carried out under those clauses.**

HOUSING CODE

As of 1 January 2021, the Housing Code no longer applies to land within the Dungog Local Government Area. Refer to the provisions of the Inland Code.

RURAL HOUSING CODE

As of 1 January 2021, the Rural Housing Code no longer applies to land within the Dungog Local Government Area. Refer to the provisions of the Inland Code.

LOW RISE HOUSING DIVERSITY CODE

Complying Development under the Low Rise Housing Diversity Code may not be carried out on the land as the land is not within an applicable zone.

PATTERN BOOK DEVELOPMENT CODE

Complying Development under the Pattern Book Development Code may not be carried out on the land as the land is not within an applicable zone.

GREENFIELD HOUSING CODE

Complying Development under the Greenfield Housing Code may not be carried out on the land as the land is not within an applicable area.

INLAND CODE

Complying Development under the Inland Code may only be carried out on that part of the lot which is not identified within a Drinking Water Catchment Area as mapped on the relevant Environmental Planning Instrument or on a lot which is

within the Drinking Water Catchment Area and which is sewered subject to the development complying with the general and specific standards of the Code.

AGRITOURISM AND FARM STAY ACCOMMODATION CODE

For land zoned R5

Complying Development under the Agritourism and Farm Stay Accommodation Code may not be carried out on the land as the land is not within an applicable zone.

For land zoned RU1

Complying Development under the Agritourism and Farm Stay Accommodation Code may only be carried out on that part of the lot which is not identified within a Drinking Water Catchment Area as mapped on the relevant Environmental Planning Instrument or on a lot which is within the Drinking Water Catchment Area and which is sewered subject to the development complying with the general and specific standards of the Code.

HOUSING ALTERATIONS CODE

Complying Development under the Housing Alterations Code may only be carried out on that part of the lot which is not identified within a Drinking Water Catchment Area as mapped on the relevant Environmental Planning Instrument or on a lot which is within the Drinking Water Catchment Area and which is sewered subject to the development complying with the general and specific standards of the Code.

GENERAL DEVELOPMENT CODE

Complying Development under the General Development Code may only be carried out on that part of the lot which is not identified within a Drinking Water Catchment Area as mapped on the relevant Environmental Planning Instrument or on a lot which is within the Drinking Water Catchment Area and which is sewered subject to the development complying with the general and specific standards of the Code.

INDUSTRIAL AND BUSINESS BUILDINGS CODE

Complying Development under the Industrial and Business Buildings Code may not be carried out on the land as the land is not within an applicable zone.

CONTAINER RECYCLING FACILITIES CODE

Complying Development under the Container Recycling Facilities Code may not be carried out on the land as the land is not within an applicable zone.

INDUSTRIAL AND BUSINESS ALTERATIONS CODE

Complying Development may be carried out on the land under the Industrial and Business Alterations Code, subject to complying with the general and specific standards of the Code.

SUBDIVISIONS CODE

Complying Development may be carried out on the land under the Subdivision Code, subject to complying with the general and specific standards of the Code.

DEMOLITION CODE

Complying Development may be carried out on the land under the Demolition Code, subject to complying with the general and specific standards of the Code.

FIRE SAFETY CODE

Complying Development may be carried out on the land under the Fire Safety Code, subject to complying with the general and specific standards of the Code.

- (3) Council may not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land. In this regard:**

**(a) If a restriction applies to the land, it may not apply to all of the land,
(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) Whether the complying development codes are varied, under clause 1.12 of the Policy, in relation to the land.**

No

ITEM 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 Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.**

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

Exempt Development may be carried out on the land under the Exempt Development Code, including:

- Division 1 General Code
- Division 2 Advertising and Signage Code
- Division 3 Temporary Uses and Structures Code,

subject to complying with the general and specific standards set out in the Codes.

- (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,
(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) Whether the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.**

No

ITEM 6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(1) Is the council aware that—

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

No

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

No

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

No

(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.

ITEM 7 LAND RESERVED FOR ACQUISITION

Does an environmental planning instrument or proposed environmental planning instrument referred to in section 1 make 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

ITEM 8 ROAD WIDENING AND ROAD REALIGNMENT

Is the land 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.

No

ITEM 9 FLOOD RELATED DEVELOPMENT CONTROLS

(1) Is the land or part of the land within the flood planning area and subject to flood related development controls?

Unknown – Council does not have definitive information with respect to the extent of flooding and therefore the applicability of flood related development controls. You are advised to make further enquiries with Council's Planning Department.

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

Unknown – Council does not have definitive information with respect to the extent of flooding and therefore the applicability of flood related development controls. You are advised to make further enquiries with Council's Planning Department.

(3) In this section—

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

ITEM 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 land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

(2) In this section—

adopted policy means a policy adopted—

(a) by the council, or

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

Land Slip

No

Bush Fire

Yes

Tidal Inundation

No

Subsidence

No

Acid Sulfate Soils

No

Contamination

Council adopted a Contaminated Land Policy on 30 October 2018. The Policy applies to all land within the Dungog Local Government Area.

Aircraft Noise

No

Salinity

No

Coastal Hazards

No

Sea Level Rise

No

Any Other Risk (other than Flooding)

No

ITEM 11 BUSH FIRE PRONE LAND

Is any of the land bush fire prone land, as designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3?

Yes

ITEM 12 LOOSE-FILL ASBESTOS INSULATION

Does the land include any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division?

No

ITEM 13 MINE SUBSIDENCE

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

No

ITEM 14 PAPER SUBDIVISION INFORMATION

(1) Is there a development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot?

No

(2) Is there a subdivision order that applies to the land?

No

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

ITEM 15 PROPERTY VEGETATION PLANS

Is a property vegetation plan approved and in force under the Native Vegetation Act 2003, Part 4, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act?

No

ITEM 16 BIODIVERSITY STEWARDSHIP SITES

Is the land a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016, Part 5, 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.

No

ITEM 17 BIODIVERSITY CERTIFIED LAND

Is the land biodiversity certified land under the Biodiversity Conservation Act 2016, Part 8?

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.

No

ITEM 18 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

Has an order been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land, but only if the council has been notified of the order?

No

ITEM 19 ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

This clause is not applicable to the Dungog Local Government Area because Dungog Shire Council is not a "coastal council".

ITEM 20 WESTERN SYDNEY AEROTROPOLIS

The State Environmental Planning Policy (Precincts—Western Parkland City) 2021 does not apply to land within the Dungog local government area

ITEM 21 DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, have any conditions been imposed on 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

**ITEM 22 SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT
CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

- (1) **Is there 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.

No

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

No

- (3) **Have any conditions been imposed on a development consent in relation to land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1)?**

No

- (4) **In this section—**
former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

**NOTE: MATTERS PRESCRIBED BY SECTION 59(2) OF THE CONTAMINATED LAND
MANAGEMENT ACT 1997 (CLM Act)**

- (a) **Is the land significantly contaminated land within the meaning of the CLM Act at the date of this certificate?**

No

- (b) **Is the land subject to a management order within the meaning of the CLM Act at the date of this certificate?**

No

- (c) **Is the land the subject of an approved voluntary management proposed within the meaning of the CLM Act at the date of this certificate?**

No

- (d) **Is the land the subject to an ongoing maintenance order within the meaning of the CLM Act at the date of this certificate?**

No

- (e) **Is the land the subject of a site audit statement within the meaning of the CLM Act (such a statement having been provided to Council at any time)?**

No



Albert Madrigal
Manager Strategic Land Use Planning

Date: 2 June 2026

Applicant: InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Access to this land is by a Public Maintained Road. Council's maintained roads vary from time to time and there is no guarantee that this road will remain on the maintained list indefinitely.

STATE ENVIRONMENTAL PLANNING POLICIES

State Environmental Planning Policy (Biodiversity and Conservation) 2021

- Chapter 2 – Vegetation in non-rural areas of the SEPP applies to Dungog LGA.
- Chapter 3 – Koala habitat protection 2020 of the SEPP applies to Dungog LGA.
- Chapter 4 – Koala habitat protection 2021 of the SEPP applies to Dungog LGA.
- Chapter 7 – Canal Estate Development of the SEPP applies to Dungog LGA.

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

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

State Environmental Planning Policy (Housing) 2021

- Chapter 2 – Affordable Housing of the SEPP applies to Dungog LGA.
- Chapter 3 – Diverse Housing of the SEPP applies to Dungog LGA.

State Environmental Planning Policy (Industry and Employment) 2021

- Chapter 3 – Advertising and Signage of the SEPP applies to Dungog LGA.

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

State Environmental Planning Policy (Planning Systems) 2021

- Chapter 2 – State and regional development of the SEPP applies to Dungog LGA.
- Chapter 4 – Concurrences and consents of the SEPP applies to Dungog LGA.

State Environmental Planning Policy (Precincts—Regional) 2021

- Chapter 2 – State Significant precincts of the SEPP applies to Dungog LGA.

State Environmental Planning Policy (Primary Production) 2021

- Chapter 2 – Primary production and rural development of the SEPP applies to Dungog LGA.

State Environmental Planning Policy (Resilience and Hazards) 2021

- Chapter 2 – Coastal Management of the SEPP applies to part of the Dungog LGA.
- Chapter 3 – Hazardous and offensive development of the SEPP applies to Dungog LGA.
- Chapter 4 – Remediation of Land of the SEPP applies to Dungog LGA.

State Environmental Planning Policy (Resources and Energy) 2021

- Chapter 2 – Mining, petroleum production and extractive industries of the SEPP applies to Dungog LGA.

State Environmental Planning Policy (Sustainable Buildings) 2022

State Environmental Planning Policy (Transport and Infrastructure) 2021

- Chapter 2 – Infrastructure of the SEPP applies to Dungog LGA.
- Chapter 3 – Educational establishments and child care facilities of the SEPP applies to Dungog LGA.

SHIRE WIDE DEVELOPMENT CONTROL PLAN No.1

Shire Wide Development Plan No. 1 affects all land in the Shire. The document compliments Councils Planning Instruments and presents a package of design controls and guidelines intended to assist in the achievement of the Councils Aims and Objectives with regard to development in the Shire

Dungog Shire has become one of the most desirable locations in the Hunter Valley, as much for it's unique natural environment as for its lifestyle and climate attractions.

This Development Control Plan represents the policies of the Dungog Shire Council with regard to certain types of development within the Shire, together with guidelines designed to assist developers in achieving the adopted aims and objectives. It should be read in conjunction with the Dungog Local Environmental Plan 2014.

The Shire Wide Development Control Plan 1 contains the following parts:

Chapter	Adoption Date
PART A	
1. Administration	20/6/2018
PART B	
1. Complying Development	20/6/2018
2. Exempt Development	20/6/2018
PART C	
1. Residential Development	18/5/2004
2. Development in Rural Residential Zones	18/5/2004
3. Building Line Setbacks	19/6/2019
4. Erection of Farm Buildings and outbuildings - sheds	20/6/2018
5. Bushfire	20/6/2018
7. Buffer Zones	16/8/2005
8. Managing Our Floodplains	15/8/2018
9. Employment Development	18/5/2004
11. Tourist Development	18/5/2004
12. Keeping of Dogs for Commercial Purposes	19/2/2002
14. Building Over or Near Sewer	20/3/2001
15. Contaminated Land	29/10/2018
16. Biodiversity	20/5/2003
17. Heritage	21/10/2003
18. Water Efficiency	17/2/2004
19. Wind Energy Generation Facilities	15/8/2006
20. Off Street Parking	9/7/2005
22. Signage	20/5/2008
23. On Site Sewage Management	20/6/2018
24. Site Waste Minimisation and Management	20/6/2018
PART D	
1. South Vacy Village	18/2/2003
3. Vacy Local Area Plan	16/8/2005
5. Paterson Local Area Plan	15/11/2005
6. Gresford Local Area Plan	16/5/2006
7. Boulton Drive Paterson	20/6/2018
8. Boatfalls Rural Residential Estate	20/6/2018
9. Cangon Park Rural Residential Estate	18/3/2020

DRAFT STATE ENVIRONMENTAL PLANNING POLICIES

- Protecting our trees – changes to deter illegal tree and vegetation clearing Exhibition From: 23/04/2025 To: 4/06/2025
- Explanation of intended effect – improving planning processes to deliver infrastructure faster Exhibition From: 6/03/2024 To: 16/04/2024
- Explanation of Intended Effect: Cultural State Environmental Planning Policy (SEPP) Exhibition From: 15/11/2024 To: 7/02/2025
- State Environmental Planning Policy (Exempt and complying Development Codes) 2008 - Proposed changes to complying development for farm buildings, rural sheds and earthworks Exhibition From: 15/05/2024 To: 14/06/2024
- State Environmental Planning Policy (Housing) 2021 - Manufactured Home Estates, Caravan Parks, Camping Grounds and Movable Dwellings Exhibition From: 17/11/2023 To: 19/1/2024
- Housing SEPP EIE Exhibition From 22/11/2022 To: 13/01/2023
- Transport and Infrastructure SEPP amendment (Chapter 4 Major Infrastructure Corridors) Exhibition From: 22/08/2022 To: 19/09/2022
- Draft local character clause Exhibition From: 12/11/2020 To: 29/01/2021
- ISEPP amendment – health infrastructure Exhibition From: 20/11/2020 To: 17/12/2020
- State and Regional Development SEPP - Water Treatment Plants Exhibition From: 02/03/2020 To: 16/03/2020

Information on draft State Environmental Planning Policies is available on the NSW Planning Portal. <https://www.planningportal.nsw.gov.au/have-your-say->

DUNGOG LOCAL ENVIRONMENTAL PLAN 2014

PART 2

Zone RU1 Primary Production

1 Objectives of zone

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- To encourage diversity in primary industry enterprises and systems appropriate for the area.
- To minimise the fragmentation and alienation of resource lands.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To provide for recreational and tourist activities that are compatible with the agricultural, environmental and conservation value of the land.
- To promote the rural amenity and scenic landscape values of the area and prevent the silhouetting of unsympathetic development on ridgelines.

2 Permitted without consent

Environmental protection works; Extensive agriculture; Home occupations; Horticulture; Markets; Roads; Roadside stalls

3 Permitted with consent

Agritourism; Airstrips; Animal boarding or training establishments; Aquaculture; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cellar door premises; Cemeteries; Charter and tourism boating facilities; Community facilities; Correctional centres; Crematoria; Dual occupancies; Dwelling houses; Eco-tourist facilities; Educational establishments; Environmental facilities; Extractive industries; Farm buildings; Flood mitigation works; Forestry; Freight transport facilities; Function centres; Group homes; Health services facilities; Helipads; Heliports; Highway service centres; Home-based child care; Home businesses; Home industries; Industrial training facilities; Information and education facilities; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Kiosks; Landscaping material supplies; Marinas; Moorings; Open cut mining; Places of public worship; Plant nurseries; Recreation areas; Recreation facilities (outdoor); Restaurants or cafes; Rural industries; Rural supplies; Rural workers' dwellings; Signage; Timber yards; Tourist and visitor accommodation; Transport depots; Truck depots; Veterinary hospitals; Water recreation structures

4 Prohibited

Any development not specified in item 2 or 3

DUNGOG LOCAL ENVIRONMENTAL PLAN 2014

PART 2

Zone R5 Large Lot Residential

1 Objectives of zone

- To provide residential housing in a rural setting while preserving, and minimising impacts on, environmentally sensitive locations and scenic quality.
- To ensure that large residential lots do not hinder the proper and orderly development of urban areas in the future.
- To ensure that development in the area does not unreasonably increase the demand for public services or public facilities.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To isolate housing from existing intensive agriculture or future intensive agricultural areas.

2 Permitted without consent

Extensive agriculture; Home occupations; Markets; Roads; Roadside stalls

3 Permitted with consent

Agritourism; Bed and breakfast accommodation; Boarding houses; Boat launching ramps; Car parks; Cellar door premises; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Farm buildings; Farm stay accommodation; Flood mitigation works; Function centres; Home-based child care; Home businesses; Information and education facilities; Jetties; Kiosks; Neighbourhood shops; Oyster aquaculture; Places of public worship; Plant nurseries; Pond-based aquaculture; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Respite day care centres; Rural supplies; Sewerage systems; Signage; Tank-based aquaculture; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Water recreation structures; Water supply systems

4 Prohibited

Any development not specified in item 2 or 3

DUNGOG LOCAL ENVIRONMENTAL PLAN 2014

PART 4.2A

4.2A Erection of dwelling houses and dual occupancies on land in certain rural and environment protection zones

(1) The objectives of this clause are as follows:

- (a) to minimise unplanned rural residential development,
- (b) to enable the replacement of lawfully erected dwelling houses and dual occupancies in rural and environment protection zones.

(2) This clause applies to land in the following zones:

- (a) Zone RU1 Primary Production,
- (b) Zone C3 Environmental Management,
- (c) Zone C4 Environmental Living.

(3) Development consent must not be granted for the erection of a dwelling house or a dual occupancy on land to which this clause applies, and on which no dwelling house or dual occupancy has been erected, unless the lot on which the dwelling is to be erected:

- (a) is a lot that is at least the minimum lot size shown on the [Lot Size Map](#) in relation to that land on which the dwelling house or dual occupancy is proposed, or
- (b) is a lot created under this Plan (other than under clause 4.1B or clause 4.2 (3)), or
- (c) is a lot created before this Plan commenced and:
 - (i) the erection of a dwelling house was permissible on that lot, and
 - (ii) no development standards limiting the power to grant development consent for the erection of a dwelling house applied to that lot, before that commencement, or
- (d) is a lot resulting from a subdivision for which development consent (or equivalent) was granted before this Plan commenced and on which the erection of a dwelling house or a dual occupancy would have been permissible if the plan of subdivision had been registered before that commencement, or
- (e) is an existing holding, or
- (f) would have been a lot or a holding referred to in paragraph (a), (b), (c), (d) or (e) had it not been affected by:
 - (i) a minor realignment of its boundaries that did not create an additional lot, or
 - (ii) a subdivision creating or widening a public road or public reserve or for another public purpose, or
 - (iii) a consolidation with an adjoining public road or public reserve or for another public purpose.
- (g) is Lot 1, DP 867951, 1177 Fosterton Road, Fosterton.

Note. A dwelling cannot be erected on a lot created under clause 9 of [State Environmental Planning Policy \(Rural Lands\) 2008](#) or clause 4.2.

(4) Development consent may be granted for the erection of a dwelling house or a dual occupancy on land to which this clause applies if there is a lawfully erected dwelling house

or dual occupancy on the land and the dwelling house or dual occupancy to be erected is intended only to replace the existing dwelling house or dual occupancy.

(5) In this clause:

existing holding means land that:

(a) was a holding on 1 July 2003, and

(b) is the same holding at the time of lodging a development application under this clause,

whether or not there has been a change in the ownership of the holding since 1 July 2003.

holding means all adjoining land, even if separated by a road, river or railway, held by the same person or persons.

Note. The owner in whose ownership all the land is at the time the application is lodged need not be the same person as the owner in whose ownership all the land was on the stated date.

NOTICE TO PURCHASERS OF LAND IN RURAL AREAS IN DUNGOG SHIRE

Dungog Shire Council supports the right of persons in rural areas to carry out agricultural production using reasonable and practicable measures to avoid environmental harm.

Intending purchasers are advised that agricultural production practised may include some of the following activities and some activities may have implications for occupiers of adjacent land:-

- Logging and milling of timber
- Dairies
- Intensive livestock production (feedlots, piggeries and poultry farms)
- Intensive Agriculture
- Vegetation clearing
- Cultivation and harvesting
- Bush fire hazard reduction burning
- Construction of firebreaks
- Construction of dams, drains and contour banks
- Fencing
- Use of agricultural machinery (tractors, chainsaws, motor bikes etc)
- Pumping and irrigation
- Pesticide spraying
- Aerial spraying
- Animal husbandry practices
- Droving livestock on roads
- Silage production
- Construction of access roads and tracks
- Slashing and mowing vegetation
- Planting of wood lots.

Intending purchasers of land in rural areas may have difficulty with some of these activities or the impact of these activities when they are being carried out on land near their proposed purchase. If so, they should seek independent advice and consider their position.

This notice is not intended to affect the rights of individuals to take action under the common law or legislation.

THIS NOTICE IS PROVIDED FOR INFORMATION PURPOSES ONLY