

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID:	NSW DAN:
vendor's agent	Valley Estate Agents Pty Ltd 26 Elgin Street MAITLAND NSW 2320		Phone: 4934 1901 Mobile: 0439 623 933 Ref: Alana
co-agent			
vendor			
vendor's solicitor			

date for completion	35 th day after the contract date (clause 15)
land (address, plan details and title reference)	3 Ridgeview Drive, Clifftleigh NSW 2321 Registered Plan: Lot 908 Deposited Plan 1223319 Folio Identifier: 908/1223319
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents:

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

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

Buyer's agent
SEE EXECUTION PAGE

Vendor	GST AMOUNT (optional) The price includes GST of: \$	witness
SEE EXECUTION PAGE		
purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	witness

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

Choices

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

Nominated Electronic Lodgment Network (ELN) (clause 4): PEXA

Electronic transaction (clause 30) no YES
(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within* 14 days of the contract date):

PEXA has limited circumstances for a mortgage sale settlement**Tax information (the parties promise this is correct as far as each party is aware)**

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

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

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

Purchaser must make a **GSTRW payment** (GST residential withholding payment) NO yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 33 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 34 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 35 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 36 strata development contract or statement
<input type="checkbox"/> 5 document to be lodged with a relevant plan	<input type="checkbox"/> 37 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 38 strata renewal proposal
<input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 39 strata renewal plan
<input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 40 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 41 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 42 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 43 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 44 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 45 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 46 plan creating precinct property
<input type="checkbox"/> 15 occupation certificate	<input type="checkbox"/> 47 precinct development contract
<input type="checkbox"/> 16 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 48 precinct management statement
<input type="checkbox"/> 17 other document relevant to tenancies	<input type="checkbox"/> 49 property certificate for community property
<input type="checkbox"/> 18 licence benefiting the land	<input type="checkbox"/> 50 plan creating community property
<input type="checkbox"/> 19 old system document	<input type="checkbox"/> 51 community development contract
<input type="checkbox"/> 20 Crown purchase statement of account	<input type="checkbox"/> 52 community management statement
<input type="checkbox"/> 21 building management statement	<input type="checkbox"/> 53 document disclosing a change of by-laws
<input checked="" type="checkbox"/> 22 form of requisitions	<input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 <i>clearance certificate</i>	<input type="checkbox"/> 55 document disclosing a change in boundaries
<input checked="" type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015
Home Building Act 1989	<input type="checkbox"/> 57 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 insurance certificate	<input type="checkbox"/> 58 disclosure statement - off the plan contract
<input type="checkbox"/> 26 brochure or warning	<input type="checkbox"/> 59 other document relevant to off the plan contract
<input type="checkbox"/> 27 evidence of alternative indemnity cover	Other
Swimming Pools Act 1992	<input type="checkbox"/> 60
<input type="checkbox"/> 28 certificate of compliance	
<input type="checkbox"/> 29 evidence of registration	
<input type="checkbox"/> 30 relevant occupation certificate	
<input type="checkbox"/> 31 certificate of non-compliance	
<input type="checkbox"/> 32 detailed reasons of non-compliance	

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

Execution page and consents under *Electronic Transactions Act 2000*

Each party consents to the contract being signed by any other party in accordance with an electronic communications method that is approved by the vendor.

Signature

Print name

SIGNED BY THE AUCTIONEER

**Signed by the auctioneer as authorised agent
for the vendor**

Signature

Name (Block letters)

SIGNED BY THE PURCHASER

By inserting your electronic signature on this contract, you agree with the contract terms and understand that your electronic signature is the legally binding equivalent of your handwritten signature.

Read and acknowledged by the purchaser/s

Signed by the purchaser:

Signature

Signature

Name (Block letters)

Name (Block letters)

Signed by the purchaser by its attorney in the presence of:

Name (Block letters)

Signed by the purchaser in accordance with Section 127 of the Corporations Act (2001) (Cth):

Signature of authorised person

Signature of authorised person

Print name

Print name

Office held

Office held

SIGNED BY THE GUARANTOR

By inserting your electronic signature on this contract, you agree with the contract terms and understand that your electronic signature is the legally binding equivalent of your handwritten signature.

Read and acknowledged by

Signed by the Guarantor in the presence of:

Signature

Name (Block letters)

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 to purchase the property, 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 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:

<p>APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services</p>	<p>NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority</p>
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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 <i>served</i> 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>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • 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> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>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 – <ul style="list-style-type: none"> • 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 22 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 Signed*, *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 *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within a reasonable time*.

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

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

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the 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 *servicing* 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 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 in writing 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 or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 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 everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- 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 everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
 28.3 If the plan is not registered *within* that time and in that manner –
 28.3.1 the purchaser can *rescind*; and
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
 29.7 If the *parties* can lawfully complete without the event happening –
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 ● either *party* *serving* notice of the event happening;
 ● every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 ● the end of the time for the event to happen.

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

30 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.

3 RIDGEVIEW DR CLIFTONLEIGH NSW 2321

CERTIFICATE

SECTION 66W CONVEYANCING ACT 1919

I _____ of _____
certify as follows:

1. I am a Solicitor/Barrister/Licensed Conveyancer currently admitted to practise in New South Wales.
2. I am giving this certificate in accordance with section 66W of the *Conveyancing Act* 1919 with reference to a contract for the sale of a property at 3 Ridgeview Drive, Clifftleigh NSW 2321 from _____ to <tba> in order that there is no cooling off period in relation to that contract.
3. I do not act for the vendor and I am not employed in a legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor for the vendor is a member or employee.
4. I have explained to the purchaser:
 - (a) the effect of the contract for purchase of the property;
 - (b) the nature of this certificate; and
 - (c) that the effect of my giving this certificate to the vendor is that there is no cooling-off period in relation to the contract.

DATE:

SIGNATURE:

PRINT NAME:

These are Further Clauses Annexed to the Contract for Sale of Land between

(vendor)

(purchaser)

33. AMENDMENTS TO PRINTED FORM

The printed form of contract attached is amended as follows.

- (a) **Page 3** - Unless the box specifying the requirement for an adjustment of land tax is marked "NO" it is deemed marked "YES".
- (b) **Clause 1** - replace the definition of "depositholder" with "vendor's solicitor".
- (c) **Clause 7.1** - The first line of clause 7.1 is replaced with "The vendor can rescind (and need not establish reasonable grounds for doing so) in the case of claims including claims for delay;"
- (d) **Clause 7.1.1** - delete "5%" of the price and substitute "\$1.00".
- (e) **Clause 7.1.3** - delete "14 days" and replace with "7 days".
- (f) **Clause 8.1.1** – delete ", on reasonable grounds,"
- (g) **Clause 8.1.3** – delete "14 days" and replace with "7 days".
- (h) **Clause 10.1** – amend by inserting "or delay completion" after "terminate".
- (i) **Clause 10.1.8** replace "substance" with existence and delete "or"
- (j) **Clause 10.1.9** replace "substance" with existence and replace "." with ";or" at the end of this clause;
- (k) **Clause 10.1.10** is included as follows "any claim, grant, notice, order or declaration in connection with native title, land rights or heritage protection under legislation, the common law or otherwise.";
- (l) **Clause 10.2** – add "make a claim, objection, requisition, delay completion or" after "cannot";
- (m) **Clause 11.1** delete and substitute:

"The vendor is not required to comply with any *work orders* whether issued before or after the date of the contract and if the purchaser completes this contract, the purchaser must comply with any *work orders*.";
- (n) **Clauses 12.3** – delete and at the end of 12.2.2 delete "; and" and replace with ".".
- (o) **Clause 13** – delete.
- (p) **Clause 14.4** – delete and replace with
"The *parties* must adjust land tax for the year current at the *adjustment date* only if land tax has been paid or is payable for the year whether by the vendor or by a predecessor in title"
- (q) **Clause 20.6** – delete "and" at the end of clause 26.6.7. In clause 20.6.8 delete "." and replace with "and" and add the following.

- “20.6.9 For the purpose of clause 20.6.5, a document is taken to have been received when the transmission has been completed except where:
- 20.6.9.1 the sender’s machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the document is taken not to have been given or received; or
- 20.6.9.2 the time of despatch is later than 5.00 pm on a business day in the place to which the document is sent, in which case it is taken to have been received at 9.00 am on the next business day at that place”.

(r) **Clause 23.2.3** – delete the definition of “contribution” and replace with:

“ ‘contribution’ means a contribution to the administrative and sinking fund determined under section 81 and levied under section 83 of the *Strata Schemes Management Act 2015* (NSW) and any interest accrued and includes an amount payable under a by-law.”

(s) **Clauses 23.6 and 23.7** – are deleted and replaced with ‘Any contribution which is not a regular contribution, whether or not disclosed in this contract and whether or not determined before or after the contract date, is a liability of the purchaser.

(t) **Clause 23.9** - delete.

(u) **Clause 23.17** - delete.

34. SUBMISSION OF SETTLEMENT FIGURES

- 34.1 It is an essential term of this contract that the purchaser must submit settlement figures to the vendor at least 5 business days before the date for completion.
- 34.2 The purchaser acknowledges that failure to comply with this clause may cause delay in completion of this contract. If completion is delayed because of the purchaser’s breach under this clause, the provisions of clause 43 will apply.

35. DEATH, INSOLVENCY AND BANKRUPTCY

- 35.1 Without affecting any other rights of either party, if the purchaser (or any of them) is a company and prior to completion has a liquidator, provisional liquidator, receiver, receiver manager, administrator, voluntary administrator, controller or controlling manager of it appointed, the purchaser will have defaulted in the observance of an essential term of this contract and the vendor may terminate this contract in accordance with clause 9.
- 35.2 If the purchaser (or any of them) is a natural person and prior to completion dies or becomes bankrupt, the vendor may rescind this contract.

36. EXCLUSION OF PRE-CONTRACTUAL REPRESENTATIONS

- 36.1 This contract constitutes the entire agreement between the vendor and the purchaser relating to the sale of the property.
- 36.2 The parties have not entered into and are not bound by any collateral or other agreement apart from this contract.
- 36.3 The parties are not bound by any warranty, representation, collateral agreement or implied term under the general law or imposed by legislation unless:

- (a) such warranty, representation, agreement or term is contained in the express terms of this contract; or
- (b) it is an implied term or warranty imposed by statute which is mandatory and cannot be excluded by the parties' agreement.

36.4 The purchaser acknowledges that the purchaser, when entering into this contract, relied exclusively on the following matters independently of any statements, inducements or representations made by or on behalf of the vendor (including by any estate agent acting on behalf of the vendor):

- (a) the inspection of and investigations relating to the property made by or on behalf of the purchaser;
- (b) the warranties and representations expressly contained in the contract;
- (c) the skill and judgement of the purchaser, its consultants and representatives; and
- (d) opinions or advice obtained by the purchaser independently of the vendor or of the vendor's agents or employees.

37. **INSPECTIONS BY THE PURCHASER**

37.1 The purchaser acknowledges that the vendor:

- (a) is the mortgagee exercising power of sale;
- (b) has never occupied the property; and
- (c) does not have any direct knowledge of the property.

The purchaser has inspected the property, and if applicable, the common property and is satisfied regarding all defects both latent and patent.

37.2 The purchaser acknowledges that in entering into this contract, the purchaser:

- (a) does not rely on any representations, inducements or warranties made by the vendor or its agents or representatives, except those expressly set out in this contract;
- (b) has relied entirely on the purchaser's enquiries relating to the property;
- (c) accepts the property in its present state of repair or condition including, but not limited to, its suitability for the purposes of the purchaser, the improvements erected on the property, any contamination relating to, caused by, or affecting the property or any proposed work to be done to the property;
- (d) accepts the property subject to the encumbrances disclosed in this contract, except for any encumbrances to be discharged on completion; and
- (e) cannot require the vendor either before or after completion to:
 - (i) repair or replace any defect or damage to the property existing as at the date of this contract; and
 - (ii) comply with or pay for any costs arising from any *work order*, including any *work order* issued before the date of this contract.

37.3 (a) This clause applies only if the land is a lot in a strata, neighbourhood, precinct or community scheme.

- (b) The vendor has no direct knowledge of the affairs of the owners corporation, including but without limitation, all issues relating to the actual, contingent or expected expenses of the owners corporation.
- (c) The purchaser has inspected the books and records of the owners corporation and is aware of all matters disclosed in the records affecting the owners corporation. The purchaser is not entitled to make any objection, requisition or claim for compensation nor delay completion in relation to any matters affecting the scheme disclosed in the records of the owners' corporation.

37.4 The purchaser accepts the property subject to the disclosures contained in this clause and must not make any objection, requisition or claim for compensation or rescind or terminate this contract or delay completion because of any matter arising either directly or indirectly from the matters disclosed or referred to in this clause.

38. **ACKNOWLEDGMENT OF NON-COMPLIANCE**

38.1 The vendor discloses that the improvements on the property may not comply with all relevant legislation.

38.2 The purchaser accepts the property subject to the disclosures contained in this clause and must not make any objection, requisition or claim for compensation or rescind or terminate this contract or delay completion because of any matter arising either directly or indirectly from the matters disclosed in this clause.

39. **SURVEY REPORT AND BUILDING CERTIFICATE**

39.1 The purchaser acknowledges that the vendor is not in possession of a survey report or building certificate under section 6.24 of the *Environmental Planning and Assessment Act 1979* (NSW) (**Building Certificate**) and the purchaser must not request the vendor to supply a survey report or Building Certificate on or before completion.

39.2 Despite anything contained in this contract or rule of law to the contrary, the vendor is not required to do any work or expend any money on or in relation to the property nor to make application for or do anything towards obtaining a Building Certificate.

39.3 If the purchaser wishes to obtain a Building Certificate the purchaser must apply for it at the purchaser's expense. If the relevant local council refuses or fails to issue the Building Certificate, the reason for the refusal or failure will not constitute a defect in title and the purchaser must not make any objection requisition or claim for compensation or seek to rescind or terminate this contract or to delay completion because of any matter arising from an application for a Building Certificate.

40. **FURNISHING, FITTINGS AND CONDITION OF PROPERTY**

40.1 The subject matter of this sale is land and fixtures only and does not include any furnishings, fittings, goods or personal items on the property. The purchaser must not require the vendor to remove any furnishings, fittings, goods, rubbish or personal items at any time. The purchaser must not make any objection, requisition or claim for compensation nor delay completion because there are any such furnishings, fittings, goods, personal items or rubbish on the property or in or on the improvements at the time of completion or which remain there after completion.

40.2 The purchaser acknowledges that the vendor will not prior to completion:

- (a) mow any lawns or remove any garden refuse and other rubbish from the property;
- (b) if any services to the property are disconnected, do anything or pay any amounts for the reconnection of those services;

- (c) provide any keys or remote control devices which may be missing for any lock/door/window on the property; and
- (d) clean and chemically balance the pool, if a pool is an improvement erected on the property.

41. MORTGAGEE EXERCISING POWER OF SALE

- 41.1 If any proceedings to set aside this contract or restrain completion of it are commenced in any court of competent jurisdiction or if any order is made setting aside this contract or restraining completion of it, the vendor may by written notice to the purchaser rescind this contract and the provisions of clause 19 will apply. The vendor's decision will be final and binding on the purchaser.
- 41.2 If the vendor as mortgagee exercising power of sale decides it is prevented from completing this contract by the date for completion for any reason (and the vendor's decision will be final and binding on the purchaser), the vendor may by written notice to the purchaser rescind this contract and the provisions of clause 19 will apply.
- 41.3 Despite anything else contained in this contract, the purchaser agrees that if the vendor is restricted or prohibited through any means in giving title in accordance with this contract by the date for completion, then the completion date may be extended at any time, including without limitation after the date for completion (by the vendor giving written notice), to such period of time as the vendor may reasonably require in all of the circumstances to give title to the purchaser. However, if the vendor is not able to deliver title and effect completion within 4 months of the date of this contract, then either party may rescind this contract by notice in writing to the other and clause 19 will apply.
- 41.4 The purchaser acknowledges and agrees that any rescission of this contract by the vendor pursuant to this clause 41:
- (a) will not be a breach of this contract for the purposes of clause 19.2.3; and
 - (b) the purchaser waives any rights it may have to claim for damages, costs or expenses arising directly or indirectly from any rescission of this contract by the vendor pursuant to this clause 41.

42. COOLING-OFF PERIOD

- 42.1 The provisions of this clause apply if the property is residential property as defined in Division 8 of the *Conveyancing Act 1919* (NSW).
- 42.2 The purchaser agrees to exclude the cooling-off period granted to it pursuant to the *Conveyancing Act 1919* (NSW). Annexed is a certificate under section 66W of the *Conveyancing Act 1919* (NSW) from the purchaser's solicitor, barrister or licensed conveyancer certifying that the purchaser understands the effect of this clause.

43. ADDITIONAL PURCHASE PRICE

It is an essential term of this contract that the purchase price will increase by an amount equal to 12% of the unpaid purchase price divided by 365 days multiplied by the number of days between the date for completion up to and including actual completion. If actual completion is delayed because of the vendor's default, the purchase price will not increase for the period during which completion was delayed by the vendor. The increased amount must be paid by the purchaser at completion.

44. NOTICES TO COMPLETE

- 44.1 If a party does not complete this contract on the date for completion, the party not in default may, if it is ready willing and able to complete, serve on the party in default a notice to complete, requiring the party in default to complete this contract within not less than 14 days of the date of service of the notice and making the last day for completion set out in the notice an essential date for completion. A notice to complete will be sufficient as to time if a period of 14 days from the date of the notice is allowed for completion.
- 44.2 The party serving a notice to complete may at any time withdraw the notice to complete by further notice to the party in default and at that party's option, issue a further notice to complete.
- 44.3 If the vendor issues a notice to complete, the purchaser will be liable for and must pay on demand an amount of \$300 (plus GST) for the legal costs incurred by the vendor in issuing the notice to complete. The purchaser must pay the costs to the vendor's solicitor by a separate settlement cheque at completion of this contract.
- 44.4 The parties irrevocably direct the depositholder to pay the deposit and all interest earned on it to the vendor in the event that the vendor purports to have terminated this contract by written notice to the purchaser, unless the purchaser does both of the following strictly within the times stipulated:
- (i) Notifies the depositholder in writing (i) within 48 hours that it disputes the validity of the purported termination; and
 - (ii) Commences proceedings in a court of competent jurisdiction seeking an order for the payment of the deposit and such interest to the purchaser and serves those proceedings on the vendor and depositholder within 5 days of the notification given under sub-clause (i) above.

45. WARRANTY ABOUT ESTATE AGENT

The purchaser warrants that it has not been introduced to the vendor by any agent other than the vendor's agent named on the first page of this contract. The purchaser indemnifies the vendor against any claim made by any other agent, person, firm or company for commission as a result of a breach of this warranty. The provisions of this clause do not merge on completion.

46. CAVEATS AND WRITS

- 46.1 The vendor is not required to provide to the purchaser a withdrawal of any caveat which caveat claims a mortgage, charge or covenant charge referred to in section 59 of the *Real Property Act 1900* (NSW) and which is registered subsequent to the vendor's mortgage.
- 46.2 The vendor is not required to provide a cancellation of any writ which is registered on the title subsequent to the vendor's mortgage and the purchaser acknowledges that any writ registered on the title subsequent to the vendor's mortgage will not be removed by the vendor having regard to the provisions of section 105A of the *Real Property Act 1900* (NSW).

47. PERSONAL GUARANTEE

- 47.1 The provisions of this clause apply if the purchaser is a corporation other than a public company listed on an Australian stock exchange.
- 47.2 Guarantor means the person who has signed this contract as guarantor.
- 47.3 In consideration of the vendor entering this contract at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the vendor:

- (a) the payment of all money payable by the purchaser under this contract; and
 - (b) the performance of all of the purchaser's other obligations under this contract.
- 47.4 The Guarantor:
- (a) 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 or attempted breach or default by the purchaser of its obligations under this contract; and
 - (b) must pay on demand any money due to the vendor under this indemnity.
- 47.5 The Guarantor is jointly and severally liable with the purchaser to the vendor for:
- (a) the purchaser's performance of its obligations under this contract; and
 - (b) 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.
- 47.6 Until the vendor has received all money payable to it under this contract, and the purchaser and the Guarantor have performed all their obligations under this contract, neither the purchaser or the Guarantor may:
- (a) claim or receive the benefit of a dividend or distribution, a payment of the estate or assets, or a payment in the liquidation, winding-up or bankruptcy of a person liable jointly with the purchaser or Guarantor to the vendor or liable under a security for money payable by the purchaser or the Guarantor; or
 - (b) prove in an estate or in relation to an asset in a liquidation, winding-up or bankruptcy in competition with the vendor unless the amount the vendor is entitled to will not be reduced as a result.
- 47.7 The Guarantor must pay the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- 47.8 The Guarantor's obligations are not affected if:
- (a) the vendor releases or enters into a composition with the purchaser;
 - (b) a payment made to the vendor is later voided; or
 - (c) the vendor assigns or transfers the benefit of this contract.
- 47.9 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the Guarantor's obligations under this clause.
- 47.10 The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- (a) the grant of any time, waiver, covenant not to sue or other indulgence;
 - (b) the release (including a release as part of a novation) or discharge of any person;
 - (c) an arrangement, composition or compromise entered into by the vendor, the purchaser, the Guarantor or any other person;
 - (d) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;

- (e) any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a court or otherwise;
- (f) payment to the vendor, including a payment which at or after the payment date is illegal, void, voidable, voided, or unenforceable;
- (g) the winding-up of the purchaser; or
- (h) the death of the Guarantor.

47.11 The Guarantor guarantees to the vendor the payment of all money by the purchaser on the dates specified in the contract and the Guarantor must pay that money to the vendor on the due dates if required by the vendor irrespective of whether the contract has been completed or title has been transferred to the purchaser provided that upon payment the vendor will transfer the property to the purchaser in accordance with the contract.

47.12 If there is more than 1 Guarantor, the obligations and indemnities provided by the Guarantor under this clause, apply jointly and severally to each and every Guarantor.

48. REQUISITIONS ON TITLE

48.1 Any requisitions submitted by the purchaser under clause 5 of this contract must be submitted in the form attached to this contract.

48.2 The purchaser will be deemed to have made the requisitions on title attached to this contract and the replies attached to this contract will be deemed to be the vendor's replies.

48.3 Nothing in this clause prevents the vendor from amending the replies prior to completion.

49. SMOKE ALARMS

49.1 The vendor does not warrant that any building erected on the land complies with the *Environmental Planning and Assessment Regulation 2000* (NSW) (**Regulation**) which requires the installation of smoke alarms or heat alarms in certain buildings or parts of buildings.

49.2 The purchaser must make its own enquiries as to whether any building erected on the property complies with the Regulation and accepts the property and must complete the contract whether or not the Regulation has been complied with.

49.3 The purchaser must not make any objection, requisition or claim for compensation or seek to delay completion, rescind or terminate this contract because of any matter disclosed in this clause.

50. SEWER

50.1 Attached to this contract is a service location diagram relating to the property, recently issued by a recognised sewerage authority (**Authority**) in the ordinary course of administration (**Documents**).

50.2 The vendor discloses and the purchaser acknowledges all of the information, writing and notations appearing on the Documents.

50.3 The purchaser acknowledges that the information in the Documents may not be complete and/or correct.

50.4 The purchaser must satisfy itself regarding all aspects of the connection or otherwise of the property and the improvements to the Authority's sewer and must not make any objection, requisition or claim for compensation or seek to delay completion or rescind or terminate this

contract because of anything arising either directly or indirectly from the matters disclosed in this clause and the Documents.

51. MISCELLANEOUS

- 51.1 Unenforceability of a provision of this contract does not affect the enforceability of any other provision.
- 51.2 The parties acknowledge that the provisions of this contract having application after completion continue to apply despite completion.
- 51.3 The information contained in any document attached to this contract is fully disclosed for the purposes of this contract.
- 51.4 This clause does not merge on completion.

52. VENDOR DISCLOSURE – MINE SUBSIDENCE

- 52.1 The vendor discloses that:
- (a) The property may be located in a 'mine subsidence district' for the purposes of the *Coal Mine Subsidence Compensation Act 201 (Subsidence Act)*. If the property is located in a mine subsidence district then the purchaser;
 - (i) Warrants to the vendor that prior to the date of the contract the purchaser has satisfied itself that the property does not contain any 'contravening improvement' as defined in section 23 of the Subsidence Act; and
 - (ii) Indemnifies the vendor against any loss, cost, damage or expense that may be suffered or incurred by the vendor as a result of a default by the purchaser of the warranty in the immediately preceding subclause.
- 52.2 The purchaser relies on its own inspections of and enquiries about the property and acknowledges that the purchaser has satisfied itself independently of the vendor as to all of the matters disclosed in this clause. The purchaser accepts the property subject to the disclosures in this clause and must not make any objection, requisition or claim for compensation or seek to delay completion or rescind or terminate this contract because of any matter arising either directly or indirectly from the disclosures in this clause.

53. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- (a) Clause 31 is deleted.
- (b) **Application**
This clause applies if:
 - (i) the sale is not an excluded transaction within the meaning of subsection 14-215 of Schedule 1 to the TA Act; and
 - (ii) a Clearance Certificate in respect of every registered proprietor of the *property* is not attached to this contract.
- (c) **Variation Decision**
 - (i) If the vendor notifies the purchaser that the vendor has applied for a Variation Decision, the parties agree that completion will take place on the later of:

- (A) 35 days after the contract date; and
- (B) 3 business days after the vendor serves on the purchaser the Variation Decision or a Clearance Certificate in respect of every registered proprietor of the *property*.

(ii) If:

- (A) the vendor notifies the purchaser that the Commissioner of Taxation refuses to make a Variation Decision; or
- (B) the Commissioner of Taxation is unable to make a Variation Decision within 4 months from the contract date,

then either party may rescind this contract by notice in writing to the other and clause 19 will apply.

(iii) The purchaser acknowledges and agrees that any rescission of this contract by the vendor pursuant to this clause 53:

- (A) will not be a breach of this contract for the purposes of clause 19.2.3; and
- (B) the purchaser waives any rights it may have to claim damages, costs or expenses arising directly or indirectly from any rescission of this contract by the vendor pursuant to this clause 53.

(d) **Withholding Amount**

(i) If the vendor serves to the purchaser:

- (A) a Clearance Certificate in respect of every registered proprietor of the *property*; or
- (B) a Variation Decision that varies or reduces the Withholding Amount to nil,

clauses 53(d)(ii) and (iii) do not apply.

(ii) The purchaser must:

- (A) before the date for completion, serve evidence of the purchaser's submission of a purchaser payment notification to the Australian Taxation Office which must include the vendor's address noted on the front page of this contract or otherwise notified to the purchaser;
- (B) produce on completion a settlement cheque for the Withholding Amount payable to the Commissioner of Taxation;
- (C) forward the settlement cheque to the payee immediately after completion; and
- (D) serve evidence of receipt of payment of the Withholding Amount to the vendor.

(iii) The vendor cannot refuse to complete if the purchaser complies with clauses 53(d)(ii)(A) and 53(d)(ii)(B).

(e) **No merger**

This clause 53 survives completion or termination of this contract.

(f) **Definitions**

In this clause 53:

- (i) **Clearance Certificate** means a certificate under subsection 14-220(1) of Schedule 1 to the TA Act;
- (ii) **Variation Decision** means a decision or legislative instrument made under subsection 14-235(2) or subsection 14-235(5) of Schedule 1 to the TA Act, including without limitation a decision not to vary a particular amount; and
- (iii) **Withholding Amount**, in respect of the purchaser's acquisition of the property pursuant to this contract, means the amount required to be paid to the Commissioner of Taxation under section 14-200 of Schedule 1 to the TA Act.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:

Purchaser:

Property: **3 Ridgeview Drive, Cliftleigh NSW 2321**

Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
8. When and where may the title documents be inspected?
9. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

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

Survey and building

12. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
13. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
14.
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
15. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
16. If a swimming pool is included in the property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?

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

Affectations

18. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
19. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
- (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
- (c) any latent defects in the property?
20. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
- (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
- (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
- (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
- (e) any realignment or proposed realignment of any road adjoining the property?
- (f) any contamination?
21. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
- (b) If so, do any of the connections for such services pass through any adjoining land?
- (c) Do any service connections for any other property pass through the property?
22. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

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

Requisitions and transfer

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

ANSWERS TO REQUISITIONS ON TITLE – TORRENS TITLE

Vendor:

Purchaser:

Property: **3 Ridgeview Drive, Cliftleigh NSW 2321**

Possession & Tenancies

1. The property is vacant.
2. Not so far as the vendor is aware.
3. (a)–(f) The property is vacant.
4. Not relevant.
5. Not relevant.

Title

6. The vendor is mortgagee selling under power of sale.
7. The vendor is mortgagee selling under power of sale. See the provisions of section 59 of the *Real Property Act*.
8. On settlement.
9. The vendor does not know. Subject to contract.

Adjustments

10. Noted
11. If the property is liable for land tax it will be paid on or by completion.

Survey & Building

12. The vendor relies on the contract.
13. The vendor does not hold a survey.
14. (a) The vendor has no knowledge of these matters. The purchaser should make and rely on its own enquiries.
(b) The vendor has no knowledge of these matters. The purchaser should make and rely on its own enquiries.
(c) No.
(d) No.
(e)(i)-(iv) The vendor has no knowledge of these matters. The purchaser should make and rely on its own enquiries.
15. Not so far as the vendor is concerned. The vendor cannot answer for predecessors in title. The purchaser should make and rely on its own enquiries.
16. (a)-(d) Not relevant.
17. (a) Presumably to the registered proprietor and adjoining owners equally.
(b) No.
(c) Not relevant.
(d) No.
(e) No.

Affectations

18. Other than as disclosed in the contract, the vendor is not aware. The purchaser should make and rely on its own enquiries.
19. (a) Other than as disclosed in the contract, the vendor is not aware. The purchaser should make and rely on its own enquiries.
(b) Other than as disclosed in the contract, the vendor is not aware. The purchaser should make and rely on its own enquiries.
(c) Other than as disclosed in the contract, the vendor is not aware. The purchaser should make and rely on its own enquiries.
20. (a) – (f) Other than as disclosed in the contract, the vendor has no knowledge of these matters. The purchaser should make and rely on its own enquiries.
21. (a)-(c) The vendor relies on the contract. The purchaser should make and rely on its own enquiries.
22. The vendor has no knowledge of these matters. The purchaser should make and rely on its own enquiries.

Capacity

23. The vendor is mortgagee selling under power of sale.

Requisitions & Transfer

24. A copy of the power of attorney will be provided on settlement.
25. If relevant, this will be provided on request.
26. Noted subject to contract.
27. This alleged right is not admitted.
28. These replies are current at the contract date and the purchaser should not make assumptions that they remain unchanged at completion. The purchaser should make and rely on its own enquiries.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 908/1223319

SEARCH DATE	TIME	EDITION NO	DATE
9/2/2026	3:29 PM	2	18/8/2017

LAND

LOT 908 IN DEPOSITED PLAN 1223319
 AT CLIFTFLEIGH
 LOCAL GOVERNMENT AREA CESSNOCK
 PARISH OF HEDDON COUNTY OF NORTHUMBERLAND
 TITLE DIAGRAM DP1223319

FIRST SCHEDULE

(T AM657749)

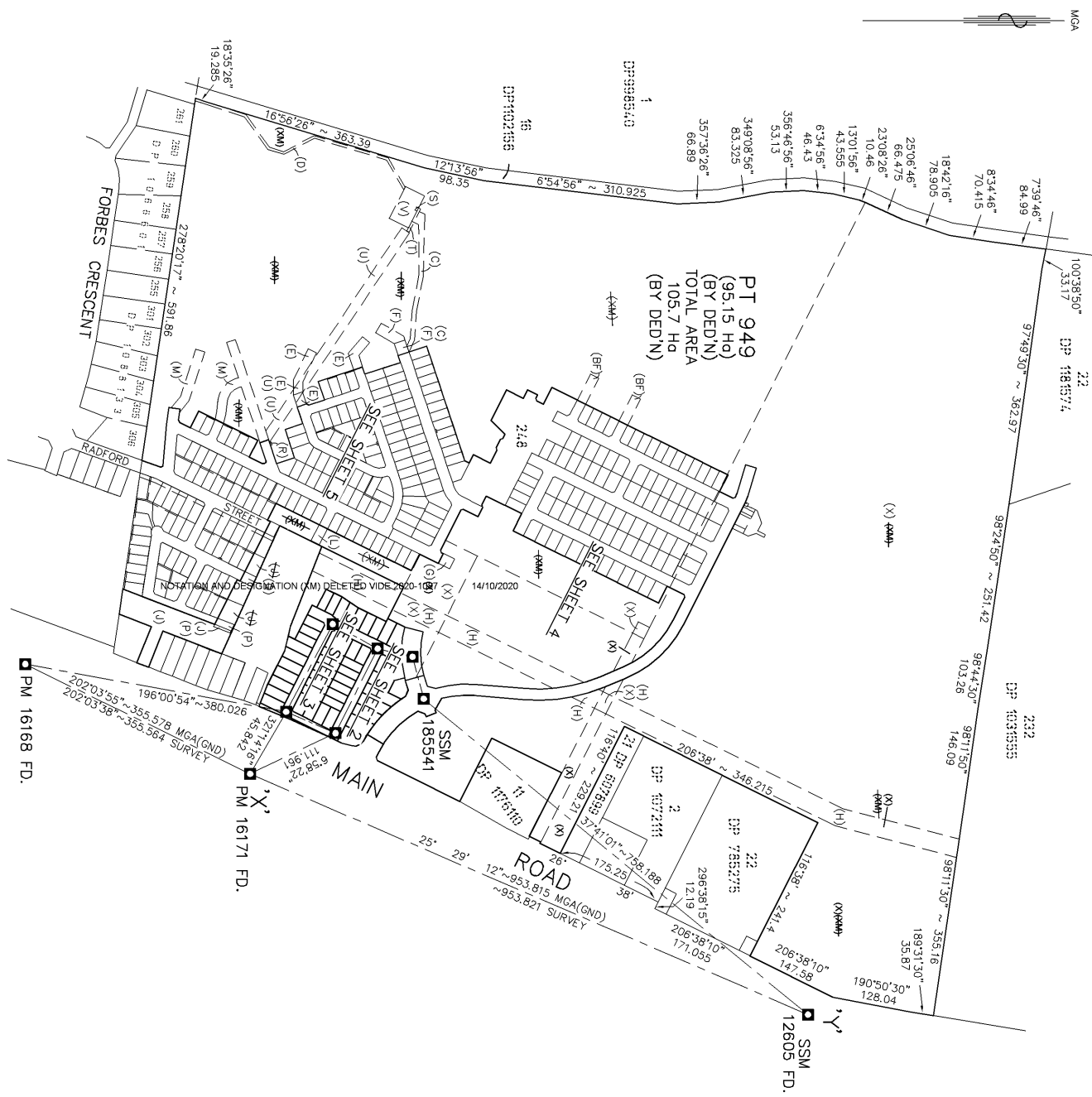
SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 BK 1681 NO 764 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- 3 DP1223319 EASEMENT FOR SUPPORT 1 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1223319 EASEMENT FOR SUPPORT 1 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1223319 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 6 AM657750 MORTGAGE TO INDIGENOUS BUSINESS AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



- (C) - RIGHT OF ACCESS VARIABLE WIDTH (DP1182062)
- (D) - EASEMENT FOR PIPELINE 4 WIDE (DP1182062)
- (E) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 15 WIDE (DP1182062)
- (F) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 18 WIDE (DP1182062)
- (G) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 17.5 WIDE (DP1182062)
- (H) - EASEMENT FOR TRANSMISSION LINE 30.48 WIDE GOV GAZ DATED 9-12-1966 FOLIO 4997
- (I) - BENEFITED FOR DRAINAGE OF WATER 1.5 WIDE (DP 1169253)
- (J) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 15 WIDE (C) (DP 1169253) (No. 3)
- (K) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 15 WIDE (D) (DP 1169253) (No. 4)
- (L) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 15 WIDE (I) (DP 1169253) (No. 6)
- (M) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 17 WIDE (M) (DP 1169253)
- (N) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 17 WIDE (N) (DP 1169253)
- (O) - EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE (DP 1169253)
- (P) - EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.3 WIDE (DP 1169253)
- (Q) - EASEMENT FOR ELECTRICITY & OTHER PURPOSES 4 WIDE (DP 1169253)
- (R) - EASEMENT FOR ELECTRICITY & OTHER PURPOSES 15 WIDE (DP 1169253)
- (S) - EASEMENT FOR SEWER PUMPING STATION VARIABLE WIDTH (DP 1169253)
- (X) - LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE - BK 1681 No.764
- (Y) - RIGHT OF ACCESS AND EASEMENT FOR DRAINAGE OF WATER 19 WIDE (DP 1196167)
- (Z) - LAND EXCLUDES MINERALS - SEE GROWN DRAUGHT

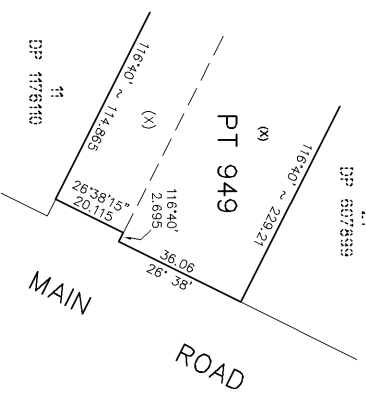


DIAGRAM 'A'
SCALE 1:1000

SURVEYING AND SPATIAL INFORMATION REGULATION 2012 : CLAUSE 35(I)(B) & CLAUSE 61(2)

MARK	MGA COORDINATES		CLASS ORDER	METHOD	ORIGIN
	EASTING	NORTHING			
PM 16168	361166.300	63704.34.000	B 2	-	SGMS
PM 16171	361299.655	63707.63.479	B 2	-	SGMS
SSM 12605	361710.212	637162.4.370	C 3	-	SGMS
SSM 185541	361246.812	6371024.407	C 3	FOUND	-
SSM 196234	361184.897	6371011.372	C	N/A	CADASTRAL TRAVERSE
SSM 196235	361162.846	6370946.695	C	N/A	CADASTRAL TRAVERSE
SSM 196236	361128.618	6370875.648	C	N/A	CADASTRAL TRAVERSE
SSM 196237	361271.159	6370799.216	C	N/A	CADASTRAL TRAVERSE
SSM 196238	361313.445	6370874.553	C	N/A	CADASTRAL TRAVERSE
COMBINED SCALE FACTOR = 0.999832					
SOURCE : MGA COORDINATES ADOPTED FROM SGMS AS AT 21 JULY 2016.					

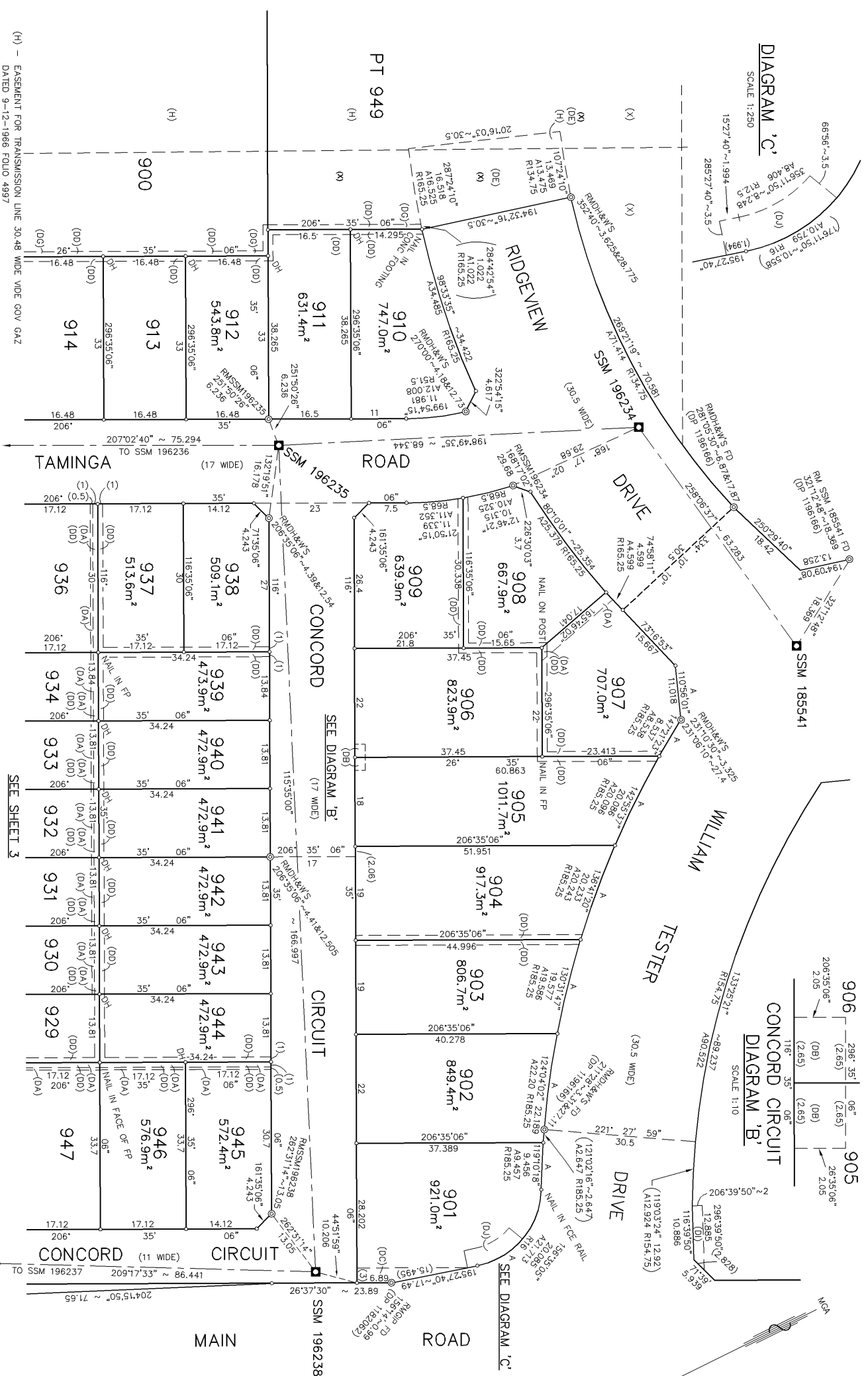
Surveyor: DAVID LUKE SULLIVAN
Date of Survey: 15/08/2016
Surveyors Ref: 090460PU
2016/2700 (620) PARTIAL SURVEY & ADDITIONAL SHEETS

PLAN OF SUBDIVISION OF LOT 200 DP 1196167

LGA: CESSNOCK
Locality: CLIFLEIGH
Subdivision No: 14/2017/714 & 14/2017/456
Lengths are in metres. Roundness Rule: 1:5000

Registered
14.02.2017

DP1223319



(H) - EASEMENT FOR TRANSMISSION LINE 30.48 WIDE WIDE GOV GAZ DATED 9-12-1966 FOLD 4997
 (X) - LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE BK 1681 No.764
 (DA) - EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
 (DB) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.05 WIDE
 (DC) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3 WIDE AND VARIABLE
 (DD) - EASEMENT FOR SUPPORT 1 WIDE
 (DE) - RIGHT OF ACCESS 30.5 WIDE
 (DG) - DENOTES AREA BENEFITED BY EASEMENT FOR SUPPORT 1 WIDE
 (DH) - DENOTES AREA BENEFITED BY EASEMENT FOR BILLBOARD 3.5 WIDE
 (DI) - DENOTES AREA BENEFITED BY EASEMENT FOR BILLBOARD 3.5 WIDE

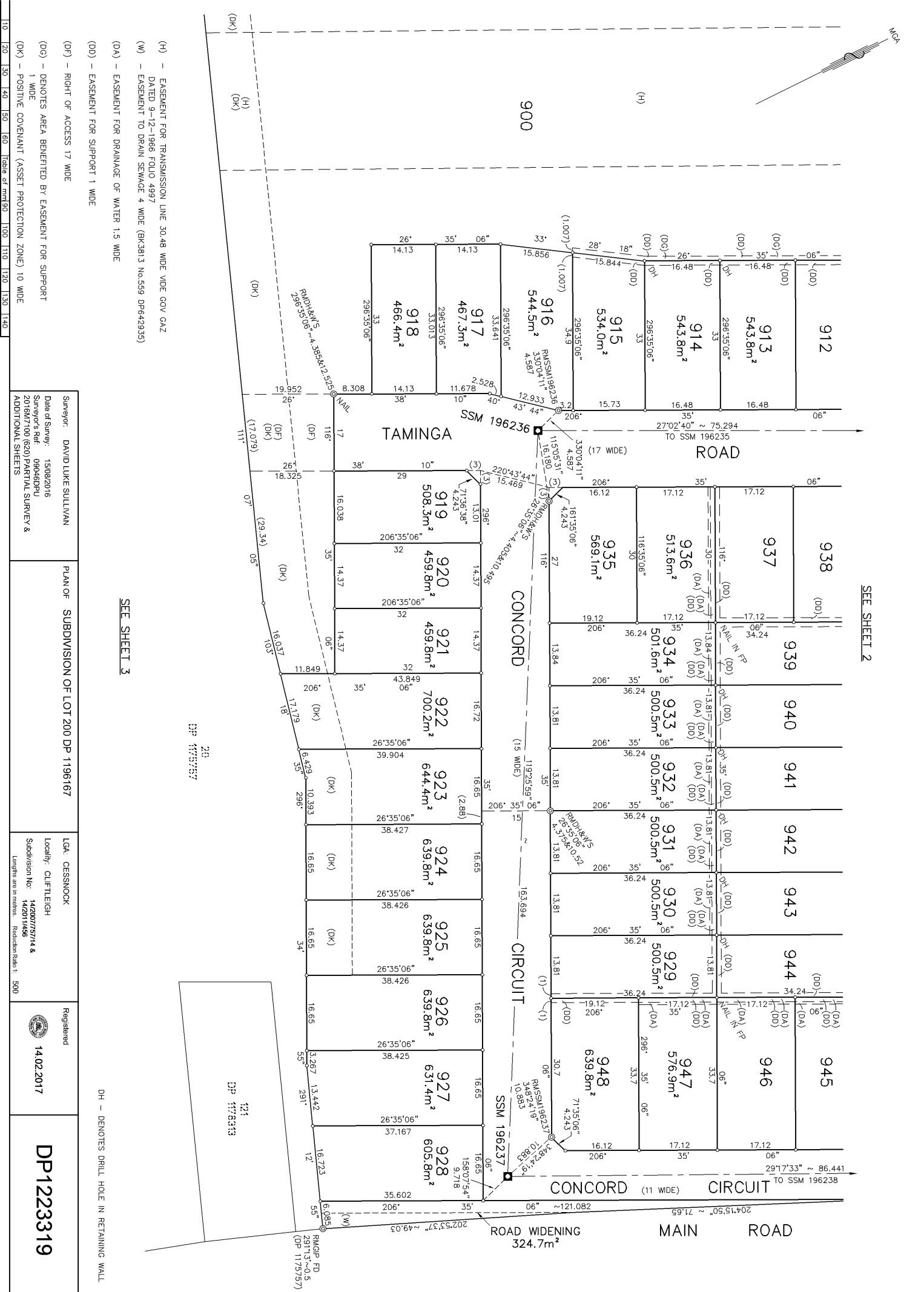
Surveyor: DAVID LIKIE SULLIVAN
 Date of Survey: 15/08/2016
 Surveyors Ref: 009460PU
 2016/2700 (620) PARTIAL SURVEY & ADDITIONAL SHEETS

PLAN OF SUBDIVISION OF LOT 200 DP 1196167

LGA: CESSNOCK
 Locality: CLIFLEIGH
 Subdivision No: 14/2017/14 & 14/2017/15
 Lengths are in metres. Roundness Rule: 1:500

Registered
 14.02.2017

DP1223319



SEE SHEET 2

SEE SHEET 3

- (H) - EASEMENT FOR TRANSMISSION LINE 30.48 WIDE WIDE GOV GAZ DATED 9-12-1966 FOLIO 4897
- (W) - EASEMENT TO DRAIN SEWAGE 4 WIDE (BK3813 No.559 DP642935)
- (DA) - EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
- (DD) - EASEMENT FOR SUPPORT 1 WIDE
- (DF) - RIGHT OF ACCESS 17 WIDE
- (DG) - DENOTES AREA BENEFITED BY EASEMENT FOR SUPPORT 1 WIDE
- (DK) - POSITIVE COVENANT (ASSET PROTECTION ZONE) 10 WIDE

Surveyor: DAVID LIKE SULLIVAN
 Date of Survey: 15/08/2016
 Surveyors Ref: 090460PU
 2016/7100 (620) PARTIAL SURVEY & ADDITIONAL SHEETS

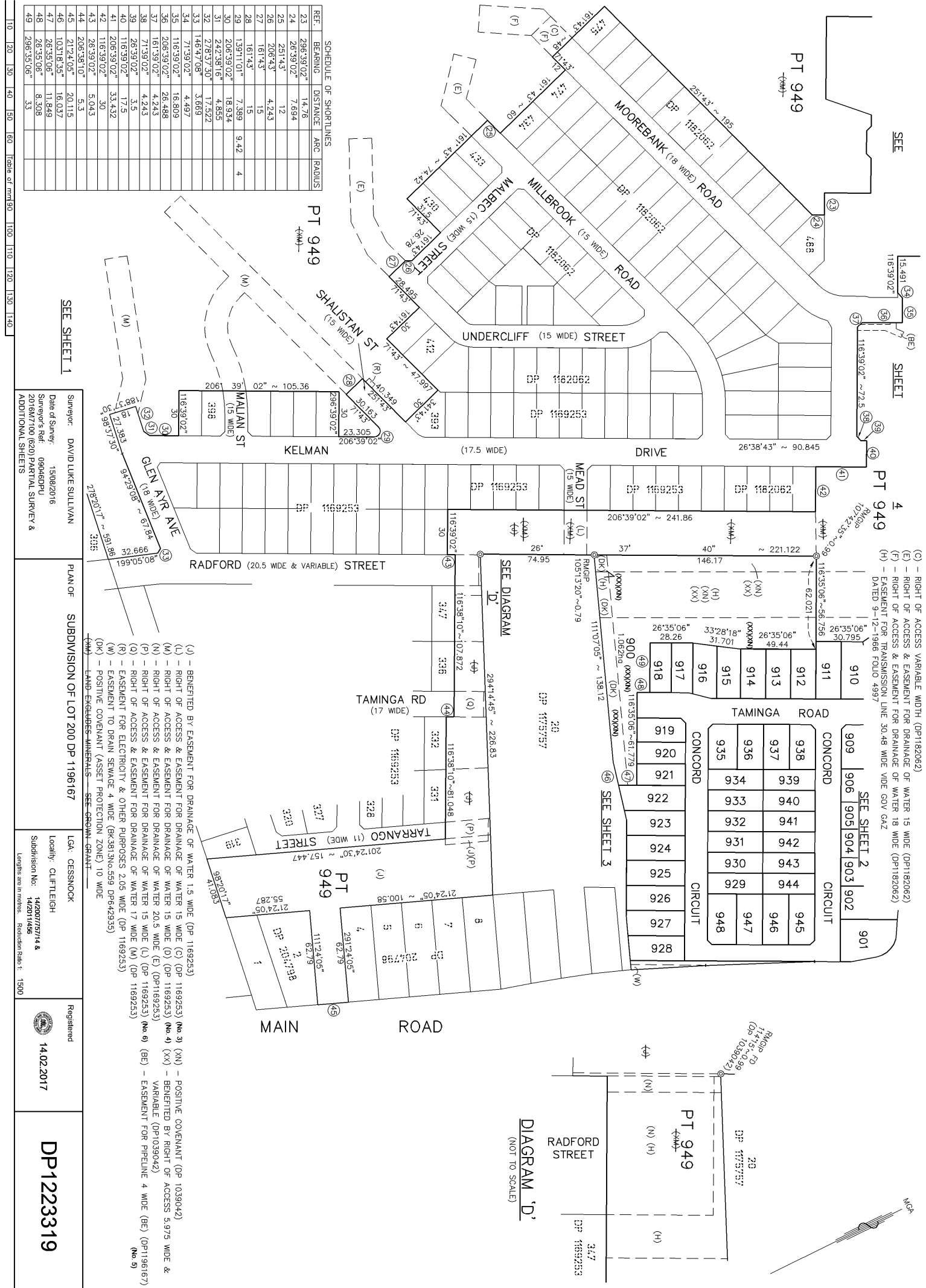
PLAN OF SUBDIVISION OF LOT 200 DP 1196167

LGA: CESSNOCK
 Locality: CLIFLEIGH
 Subdivision No: 14/2017/14 & 14/2017/14/5
 Lengths are in metres. Roundness Rule: 1:500

Registered
 14.02.2017

DP1223319

DH - DENOTES DRILL HOLE IN RETAINING WALL



SCHEDULE OF SHORTLINES

REF.	BEARING	DISTANCE	ARC RADIUS
23	296°39'02"	14.76	
24	26°39'02"	7.694	
25	251°43'	12	
26	206°43'	4.243	
27	161°43'	15	
28	161°43'	15	
29	139°11'01"	7.389	9.42
30	206°39'02"	18.934	
31	242°38'16"	4.855	
32	278°37'30"	17.522	
33	148°47'08"	3.669	
34	71°39'02"	4.497	
35	116°39'02"	16.809	
36	206°39'02"	26.488	
37	161°39'02"	4.243	
38	71°39'02"	4.243	
39	26°39'02"	3.5	
40	116°39'02"	17.5	
41	206°39'02"	33.432	
42	116°39'02"	30	
43	28°39'02"	5.043	
44	206°38'10"	5.3	
45	212°4'05"	20.115	
46	103°18'35"	16.037	
47	283°39'06"	11.849	
48	26°39'06"	8.308	
49	296°35'06"	33	

SEE SHEET 1
 SEE SHEET 1

Surveyor: DAVID LUKE SULLIVAN
 Date of Survey: 15/08/2016
 Surveyors Ref: 090460PU
 2016/27100 (620) PARTIAL SURVEY & ADDITIONAL SHEETS

PLAN OF SUBDIVISION OF LOT 200 DP 1196167

LGA: CESSNOCK
 Locality: CLIFLEIGH
 Subdivision No: 14/20017714 & 14/20011456
 Lengths are in metres. Roadmaker Rule 1 - 1500

Registered
 14.02.2017
 DP1223319

- (C) - RIGHT OF ACCESS VARIABLE WIDTH (DP1182062)
- (E) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 15 WIDE (DP1182062)
- (F) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 18 WIDE (DP1182062)
- (H) - EASEMENT FOR TRANSMISSION LINE 30.48 WIDE WIDE VIDE GOV GAZ DATED 9-12-1966 TOLDO 4997
- (J) - BENEFITED BY EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (DP 1169253)
- (L) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 15 WIDE (DP 1169253)
- (M) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 20.5 WIDE (DP1169253)
- (N) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 20.5 WIDE (E) (DP1169253)
- (P) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 15 WIDE (L) (DP 1169253)
- (R) - EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE (DP 1169253)
- (W) - EASEMENT TO DRAIN SEWAGE 4 WIDE (BK381306,559 DP642935)
- (X) - POSITIVE COVENANT (ASSET PROTECTION ZONE) 10 WIDE
- (XX) - LAND EXCHANGES-MINERALS - SEE CROWN GRANT

CONCORD	CIRCUIT
909	902
910	901
911	
912	945
913	946
914	947
915	948
916	
917	
918	
919	
920	
921	
922	
923	
924	
925	
926	
927	
928	

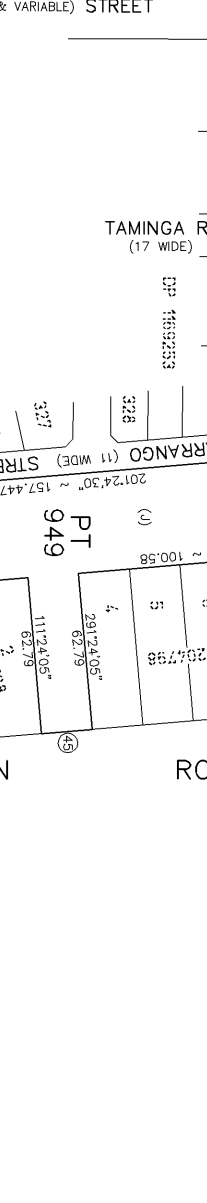


DIAGRAM 'D'
 (NOT TO SCALE)

SEE SHEET 2
 SEE SHEET 3

SEE SHEET 1
 SEE SHEET 1

SEE SHEET 1
 SEE SHEET 1

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 7 sheet(s)

Office Use Only

Office Use Only

Registered:  14.02.2017

Title System: TORRENS

Purpose: SUBDIVISION

DP1223319

PLAN OF SUBDIVISION OF LOT 200
DP1196167

LGA: CESSNOCK

Locality: CLIFTFLEIGH

Parish: HEDDON

County: NORTHUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

Signature:

Date:

File Number:

Office:

Survey Certificate

I, DAVID LUKE SULLIVAN

of MONTEATH & POWYS PO BOX 726, NEWCASTLE, 2300 a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

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

*(b) The part of the land shown in the plan (*being/~~excluding~~ ^Lots 900 to 948 inclusive) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 15/08/2016. The part not surveyed was compiled in accordance with that Regulation.

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

Signature: *D Sullivan* Dated: 23/8/2016

Surveyor ID: 8621

Datum Line: X - Y

Type: *Urban/*Rural

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

*Strike through if inapplicable.

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

Subdivision Certificate

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

Signature: *S Hyatt*

Accreditation number:

Consent Authority: CESSNOCK CITY COUNCIL

Date of endorsement: 22 DECEMBER 2016

Subdivision Certificate number: 14/2007/757/14 ~~14/2011/456~~

File number: 8/2007/757 ~~8/2011/456~~

*Strike through if inapplicable.

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

IT IS INTENDED TO DEDICATE THE ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD SUBJECT TO EASEMENT TO DRAIN SEWAGE 4 WIDE (BK3813 No.559 DP642935)

IT IS INTENDED TO DEDICATE THE EXTENSION OF RIDGEVIEW DRIVE, TAMINGA ROAD AND CONCORD CIRCUIT TO THE PUBLIC AS ROAD

Plans used in the preparation of survey/compilation:

- DP1182062
- DP1196166
- DP1196167
- DP1039042
- DP1175757

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 09046DPU 2016M7100(620)
PARTIAL SURVEY & ADDITIONAL SHEETS

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 7 sheet(s)

Office Use Only

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Registered:  14.02.2017

DP1223319

PLAN OF SUBDIVISION OF LOT 200
DP1196167

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

Subdivision Certificate number: 14/2007/757/14 ✓
Date of Endorsement: 14/2011/456/1 ✓
22 DECEMBER 2016

Schedule of Street Addresses

Lot	Street Number	Street Name	Street Type	Location
900	20	Taminga	Road	Clifftleigh
901	13	Concord	Circuit	Clifftleigh
902	11	Concord	Circuit	Clifftleigh
903	9	Concord	Circuit	Clifftleigh
904	7	Concord	Circuit	Clifftleigh
905	5	Concord	Circuit	Clifftleigh
906	3	Concord	Circuit	Clifftleigh
907	1	Ridgeview	Drive	Clifftleigh
908	3	Ridgeview	Drive	Clifftleigh
909	3	Taminga	Road	Clifftleigh
910	2	Taminga	Road	Clifftleigh
911	4	Taminga	Road	Clifftleigh
912	6	Taminga	Road	Clifftleigh
913	8	Taminga	Road	Clifftleigh
914	10	Taminga	Road	Clifftleigh
915	12	Taminga	Road	Clifftleigh
916	14	Taminga	Road	Clifftleigh
917	16	Taminga	Road	Clifftleigh
918	18	Taminga	Road	Clifftleigh
919	33	Concord	Circuit	Clifftleigh
920	31	Concord	Circuit	Clifftleigh
921	29	Concord	Circuit	Clifftleigh
922	27	Concord	Circuit	Clifftleigh
923	25	Concord	Circuit	Clifftleigh
924	23	Concord	Circuit	Clifftleigh
925	21	Concord	Circuit	Clifftleigh
926	19	Concord	Circuit	Clifftleigh

If space is insufficient use additional annexure sheet

Surveyor's Reference: 09046DPU 2016M7100(620) PARTIAL SURVEY & ADDITIONAL SHEETS

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 7 sheet(s)

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Registered:  14.02.2017

DP1223319

PLAN OF SUBDIVISION OF LOT 200
DP1196167

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

Subdivision Certificate number: 14/2007/157/14 + 14/2011/456

Date of Endorsement: 22 DECEMBER 2016

Schedule of Street Addresses (Continued)

Lot	Street Number	Street Name	Street Type	Location
927	17	Concord	Circuit	Clifleigh
928	15	Concord	Circuit	Clifleigh
929	28	Concord	Circuit	Clifleigh
930	30	Concord	Circuit	Clifleigh
931	32	Concord	Circuit	Clifleigh
932	34	Concord	Circuit	Clifleigh
933	36	Concord	Circuit	Clifleigh
934	38	Concord	Circuit	Clifleigh
935	11	Taminga	Road	Clifleigh
936	9	Taminga	Road	Clifleigh
937	7	Taminga	Road	Clifleigh
938	5	Taminga	Road	Clifleigh
939	4	Concord	Circuit	Clifleigh
940	6	Concord	Circuit	Clifleigh
941	8	Concord	Circuit	Clifleigh
942	10	Concord	Circuit	Clifleigh
943	12	Concord	Circuit	Clifleigh
944	14	Concord	Circuit	Clifleigh
945	18	Concord	Circuit	Clifleigh
946	20	Concord	Circuit	Clifleigh
947	22	Concord	Circuit	Clifleigh
948	24	Concord	Circuit	Clifleigh
949	21	Main	Road	Clifleigh

If space is insufficient use additional annexure sheet

Surveyor's Reference: 09046DPU 2016M7100(620) PARTIAL SURVEY & ADDITIONAL SHEETS

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 7 sheet(s)

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Registered:  14.02.2017

DP1223319

PLAN OF SUBDIVISION OF LOT 200
DP1196167

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

Subdivision Certificate number: ~~14/2007/757/14~~ + ~~14/2011/456~~
Date of Endorsement: 22 DECEMBER 2016

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED,

IT IS INTENDED TO CREATE:

1. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
2. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.05 WIDE
3. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3 WIDE AND VARIABLE
4. EASEMENT FOR SUPPORT 1 WIDE
5. RIGHT OF ACCESS 30.5 WIDE
6. RIGHT OF ACCESS 17 WIDE
7. RESTRICTION ON THE USE OF LAND
8. POSITIVE COVENANT (ASSET PROTECTION ZONE) 10 WIDE
9. RESTRICTION ON THE USE OF LAND
10. EASEMENT FOR BILLBOARD 3.5 WIDE
11. RESTRICTION ON THE USE OF LAND
12. RESTRICTION ON THE USE OF LAND

If space is insufficient use additional annexure sheet

Surveyor's Reference: 09046DPU 2016M7100(620) PARTIAL SURVEY & ADDITIONAL SHEETS


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 7 sheet(s)

Office Use Only	Office Use Only
Registered:  14.02.2017	<h1>DP1223319</h1>
PLAN OF SUBDIVISION OF LOT 200 DP1196167	
Subdivision Certificate number: <u>14/2007/757/14 L</u> <u>14/2011/456/1</u>	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</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.
Date of Endorsement: <u>22 DECEMBER 2016</u>	

EXECUTED for and on behalf of AUSGRID ABN)
 67 505 337 385 by Michael McHugh its duly)
 constituted Attorney pursuant to Power of)
 Attorney registered Book 4693 No. 331 in the)
 presence of:)



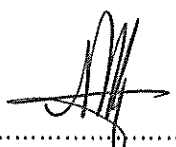
.....
Signature of Witness

Lisa Jane Anderson

.....
Print name of Witness

570 George Street
SYDNEY NSW 2000

Address of Witness



.....
Signature of Attorney

Manager - Property & Fleet

If space is insufficient use additional annexure sheet

Surveyor's Reference: 09046DPU 2016M7100(620) PARTIAL SURVEY & ADDITIONAL SHEETS


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 7 sheet(s)

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Registered:  14.02.2017

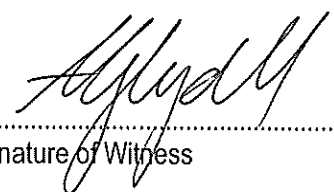
Office Use Only
DP1223319

PLAN OF SUBDIVISION OF LOT 200
DP1196167

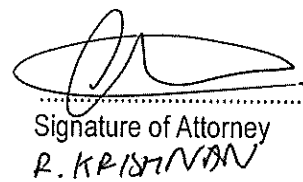
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• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
• Signatures and seals- see 195D Conveyancing Act 1919
• Any information which cannot fit in the appropriate panel of sheet 1 of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

Subdivision Certificate number:14/2007/757/14 L.....
Date of Endorsement:22 DECEMBER 2016.....
14/2011/456/1

Signed on behalf of Australia and New Zealand)
Banking Group Limited ACN 005 357 522 by its)
attorney under Power of Attorney Registered No.)
Book 4376 Folio:410 dd 16/11/2012)



Signature of Witness



Signature of Attorney
R. KRISHNAN

ASHOK KRISHNAN

ANDREW LYALL

Print name of Witness

242, RIST ST, SYDNEY

Address of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 09046DPU 2016M7100(620) PARTIAL SURVEY & ADDITIONAL SHEETS


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 7 of 7 sheet(s)

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Registered:  14.02.2017


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DP1223319

PLAN OF SUBDIVISION OF LOT 200
DP1196167

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 - 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: 14/2007/757/14
14/2011/456/1
Date of Endorsement: 22 DECEMBER 2016

Executed by Winten (No. 23) Pty Ltd
ABN 88 096 449 366 in accordance with
section 127 of the Corporations Act 2001 by:


.....
Signature of Director


.....
Signature of Director/Secretary

DAVID WINTEN ROTHWELL
.....
Print name of Director

WILLIAM ARCHER ROTHWELL
.....
Print name of Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 09046DPU 2016M7100(620) PARTIAL SURVEY & ADDITIONAL SHEETS

SEE DEPOSITED DEEDS PACKET NO 26627

No. 764 Book 1681

Conveyance

NSW Stamp duty
five shillings duty stamped
R 12 2 3 4 A

THIS DEED made the twenty eighth day of January one thousand nine hundred and thirty ~~three~~ ^{four} BETWEEN GEORGE KENNETH CLIFT of Sydney in the State of New South Wales Grazier CLARA ANN CAPP the wife of Charles George Milton Capp of Keinbah near West Maitland in the said State Grazier JANE SOPHIA DIXON CLIFT the wife of Samuel Branxton Clift of Sydney aforesaid Grazier and ERNEST ALDANE CLIFT of Sydney aforesaid Grazier of the first part the said CHARLES GEORGE MILTON CAPP and the said SAMUEL BRANXTON CLIFT of the second part and JAMES ALBERT NICHOLS of Homeville near West Maitland in the said State Master Butcher of the third part WHEREAS by Deed bearing date the fourteenth day of June one thousand nine hundred and twenty six Registered Number 625 Book 1433 made between Kenneth Stewart Clift of the first part the said Ernest Aldane Clift of the second part the said George - Kenneth Clift and the said Kenneth Stewart Clift of the third part the said George Kenneth Clift Clara Ann Capp, Jane Sophia Dixon Clift and Ernest Aldane Clift of the fourth part (inter alia) the lands hereinafter described were conveyed unto the parties thereto of the fourth part in fee simple as tenants in common in the following shares namely to each of them the said George Kenneth Clift Clara Ann Capp and Jane Sophia Dixon Clift an undivided one fifth part or share and to the said Ernest Aldane Clift the remaining two undivided one fifth parts of shares AND WHEREAS the said George Kenneth Clift Clara Ann Capp Jane Sophia Dixon Clift and Ernest Aldane Clift have contracted and agreed with the said James Albert Nichols for the sale to him of the land hereinafter described at or for the price of TWO THOUSAND FOUR HUNDRED AND NINETY FOUR POUNDS TWO SHILLINGS AND SIX PENCE AND WHEREAS the said Charles George Milton Capp and Samuel Branxton Clift have agreed to join in these presents for the purpose of conveying any interest which they have or may have in the lands hereby conveyed as husbands of the said Clara Ann Capp and Jane Sophia Dixon Clift respectively NOW THIS DEED WITNESSETH that in pursuance of the said agreement and in consideration of the sum of FOUR HUNDRED AND NINETY EIGHT POUNDS SIXTEEN SHILLINGS AND SIX PENCE paid by the said James Albert Nichols to each of them the said George Kenneth Clift Clara Ann Capp and Jane Sophia Dixon Clift and of the sum of NINE HUNDRED AND NINETY SEVEN POUNDS THIRTEEN SHILLINGS paid by the said James Albert Nichols to the said Ernest Aldane Clift and of the sum of TEN SHILLINGS paid by the said James Albert Nichols to the said Charles George Milton Capp and Samuel Branxton Clift (the receipt of which respective sums is hereby admitted and acknowledged) They the said George Kenneth Clift Clara Ann Capp Jane Sophia Dixon Clift and Ernest Aldane Clift each as to her or his respective share or interest DO and each of them DO TH as beneficial owners hereby convey and They the said Charles George Milton Capp and Samuel Branxton Clift do as regards any estate or interest which they have or may have in the lands hereby conveyed DO hereby convey unto the said James Albert Nichols in fee simple ALL THAT piece or parcel of land situate in the Parish of Heddon in the County of Northumberland containing by admeasurement six hundred and forty acres be the same more or less bounded Hunters River COMMENCING at the western extreme of the south boundary line of Seth Hawker's fifty acres Grant and bounded on the North by that boundary line bearing east twenty five chains by the south boundary line of George Hawker's one hundred acres grant bearing east fifty chains and a

J. A. Nichols

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X
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109
J. A. Nichols

2
continued east line of five chains on the east by eighty chains of the west boundary line of T.V. Bloomfields Grant bearing south on the south by a west line of eighty chains and on the west by a north line of eighty chains to the western extreme of the south boundary line of Seth Hawker's fifty acres Grant aforesaid being the land sold as Lot twenty five in pursuance of the advertisement of second day of May one thousand eight hundred and thirty six ALSO ALL THAT piece or parcel of land situate in the Parish of Heddon at Fishery Creek in the County of Northumberland containing by admeasurement six hundred and forty acres be the same more or less COMMENCING at the southern extreme of the west boundary line of a surveyed portion of six hundred and forty acres of land and bounded on the east by that boundary line bearing North eighty chains on the North by a west line of eighty chains on the west by a south line of eighty chains and on the south by an east line of eighty chains to the southern extreme of the west boundary line of the aforesaid surveyed portion of six hundred and forty acres of land being the land sold as Lot fifty five in pursuance of the advertisement of eighteenth day of September one thousand eight hundred and thirty seven SAVE AND EXCEPT ALL THAT piece of land containing by admeasurement one hundred acres being the land comprised in Indenture of Conveyance dated the twenty ninth and thirtieth day of December one thousand eight hundred and forty made between Samuel Clift and Ann Clift of the one part and Theophilus Thomas of the other part Registered Number 513 Book V and now being the whole of the land comprised in Certificate of Title Registered Volume 3045 Folio 82 ALSO SAVE AND EXCEPT ALL THAT piece or parcel of land in the Parish of Heddon County of Northumberland State of New South Wales and containing by admeasurement ten acres twenty nine perches be the several dimensions a little more or less being part of Samuel Clift's Wn. six hundred and forty acres grant COMMENCING at a point on the northern boundary of said Grant distant eight hundred and eight and eight tenths links from its North eastern corner and Bounded thence generally towards the south east by lines bearing and distant two hundred and thirty one degrees twenty minutes three hundred and thirty four and six tenths links One thousand and nine and seven tenths links of the arc of $\frac{1}{2}$ a concave curve having a radius of one thousand nine hundred and fifty links the chord of which bears two hundred and sixteen degrees thirty four minutes nine hundred and ninety eight and four tenths links two hundred and one degrees forty four minutes one thousand one hundred and eighty six and four tenths links eight hundred and twenty three and six tenths links of the arc of a concave curve having a radius of one thousand nine hundred and fifty links the chord of which bears one hundred and eighty nine degrees thirty eight minutes eight hundred and twenty three and six tenths links one hundred and seventy seven degrees thirty two minutes six hundred and thirty four and five tenths links eighty seven degrees thirty two minutes twenty five links one thousand three hundred and seven tenths links of the arc of a convex curve having a radius of one thousand four hundred and seventy five links the chord of which bears two hundred and two degrees forty seven and three quarters minutes one thousand two hundred and fifty nine links two hundred and twenty eight degrees three and one half minutes four hundred and ninety four and seven tenths links one hundred and ninety two and five tenths links of the arc of a concave curve ~~xxxx~~ having a radius of one thousand nine hundred and twenty five links the chord of which bears two hundred and twenty five degrees eleven and one half minutes one hundred and ninety two and five tenths links three hundred and ten degrees nineteen and -

one half minutes twenty five links five hundred and twenty nine and four tenths links of the arc of a concave curve having a radius of one thousand nine hundred and fifty links the chord of which bears two hundred and fourteen degrees thirty three minutes five hundred and twenty nine and four tenths links two hundred and six degrees forty six and one half minutes two thousand four hundred and eighty three links and two hundred and sixty five and three tenths links of the arc of a concave curve having a radius of one thousand five hundred and fifty links the chord of which bears two hundred and one degrees fifty two and one quarter minutes two hundred and sixty five links thence towards the south by part of the fenced southern boundary of said Grant being a line bearing two hundred and seventy degrees one hundred and four and six tenths links thence generally towards the North west by lines bearing and distant three hundred and twelve and nine tenths links of the arc of a convex curve having a radius of one thousand six hundred and fifty links the chord of which bears twenty one degrees twenty and one half minutes three hundred and twelve and five tenths links twenty six ~~minutes~~ degrees forty six and one half minutes two thousand four hundred and eighty three links five hundred and fifty six and five tenths links of the arc of a convex curve having a radius of two thousand and fifty links three hundred and ten degrees nineteen and one half minutes twenty five links two hundred and seven and five tenths links ~~of~~ the arc of a convex curve having a radius of two thousand and seventy five links the chord of which bears forty five degrees eleven and one half minutes two hundred and seven and four tenths links forty eight degrees and three and one half minutes four hundred and ninety four and seven tenths links one thousand one hundred and sixty eight and four tenths links of the arc of a concave curve having a radius of one thousand three hundred and twenty five links the chord of which bears twenty two degrees forty seven and one half minutes one thousand one hundred and thirty and nine tenths link eighty seven degrees thirty two minutes twenty five links three hundred and fifty seven degrees thirty two minutes six hundred and thirty four and five tenths links eight hundred and sixty five and eight tenths links of the arc of a convex curve having a radius of two thousand and fifty links the chord of which bears nine degrees thirty eight minutes eight hundred and fifty nine and four tenths links twenty one degrees forty four minutes one thousand ~~and~~ one hundred and eighty six and four tenths links one thousand and sixty one and four tenths links of the arc of a convex curve having a radius of two thousand and fifty links the chord of which bears thirty six degrees thirty four minutes one thousand and forty nine and six tenths links and fifty one degrees twenty four minutes two hundred and nine and four tenths links and thence towards the North by part of the North boundary of said Grant being a line bearing ninety degrees one hundred and sixty and two tenths links to the point of commencement being the land comprised in Indenture of Conveyance dated the third day of March one thousand nine hundred and eight Registered Number 575 Book 850 made between Joseph Clift first part - Clara Ann Capp and Charles George Milton Capp second part Jane Sophia Dixon Clift and Samuel Branxton Clift third part George Kenneth Clift fourth part ~~Ernest Aldane Clift fifth part~~ and Australian Agricultural Company ^{sixth} ~~fifth~~ part ALSO

SAVE AND EXCEPT ALL THAT piece or parcel of land situate

4
16
near Heddon in the Parish of Heddon County of Northumberland State of New South Wales and containing by admeasurement six acres three roods thirty perches be the several dimensions a little more or less being part of Samuel Clift's En. six hundred and forty acres grant COMMENCING at a point on the fenced boundary between the land of Johnson and ~~Joseph~~ Joseph Clift at a point bearing ninety one degrees forty four and one half minutes one thousand seven hundred and nineteen and four tenths links from the West boundary of the aforesaid Grant and bounded thence towards the West by a line bearing one hundred and - ~~seventy seven~~ ^{and fifty} seventy seven degrees thirty four minutes five hundred ^{and fifty} and seven tenths links thence by six hundred and eighty one and two tenths links of an arc of a curve having a radius of one thousand nine hundred and fifty links the chord of which bears one hundred and eighty seven degrees thirty four and one half minutes six hundred and seventy seven and eight - tenths links thence by a line bearing one hundred and ninety seven degrees thirty five minutes ninety links thence by one thousand and eighty two and one tenth links of an arc of a curve having a radius of one thousand five hundred and fifty links the chord of which bears one hundred and seventy seven degrees thirty five minutes one thousand and sixty and three tenths links thence by a line bearing one hundred and fifty seven degrees thirty - five minutes ninety and one tenth links thence by six hundred and ninety and seven tenths links of an arc of a curve having a radius of one thousand nine hundred and fifty links the chord of which bears one hundred and sixty seven degrees thirty five minutes six hundred and seventy seven and two tenths links thence by a line bearing one hundred and seventy seven degrees thirty five minutes one thousand four hundred and sixty five and four tenths links thence by three hundred and forty and three tenths links of an arc of a curve having a radius of one thousand nine hundred and fifty links the chord of which bears one hundred and eighty two degrees thirty five minutes three hundred and thirty nine and nine tenths links thence by a line bearing one hundred and eighty seven degrees thirty five minutes one thousand nine hundred and fifty nine and nine tenths links to the south boundary of - said Grant thence towards the south by part of that boundary being a line bearing eighty eight degrees nought four minutes one hundred and one and four tenths links thence towards the east by a line bearing seven degrees thirty five minutes one thousand nine hundred - and forty three and one tenth links thence by three hundred and fifty seven and eight - tenths links of an arc of a curve having a radius of two thousand and fifty links the chord of which bears two degrees thirty five minutes three hundred and fifty seven and eight tenths links thence by a line bearing three hundred and fifty seven degrees thirty five minutes one thousand four hundred and sixty five and four tenths links thence by seven hundred and fifteen and six tenths links of an arc of a curve having a radius of two thousand and fifty links the chord of which bears three hundred and forty seven degrees - thirty five minutes seven hundred and eleven and nine tenths links thence by a line bearing three hundred and thirty seven degrees thirty five minutes ninety and one tenths - links thence ^{by} one thousand and twelve and eight tenths links of an arc of a curve having a radius of one thousand four hundred and fifty links the chord of which bears three hundred and fifty seven degrees thirty five minutes nine hundred and ninety one and eight - tenths links thence by a line bearing seventeen degrees thirty five minutes ninety links thence by seven hundred and sixteen and one tenth links of an arc of a curve having a radius of

of two thousand and fifty links the chord of which bears seven degrees thirty four and one half minutes seven hundred and twelve and five tenths links thence by a line bearing three hundred and fifty seven degrees thirty four minutes five hundred and forty three and five tenths links to aforesaid dividing line and thence towards the North by part of that line bearing two hundred and seventy one degrees forty four and one half minutes one hundred and two tenths links to the point of commencement being the land comprised in Indenture of Conveyance dated the tenth day of March one thousand nine hundred and thirteen - Registered Number 539 Book 990 made between Joseph Clift first part George Kenneth Clift Ernest Aldane Clift, Sophia Dixon Clift and Clara Ann Capp second part The East Greta Coal Mining Company Limited third part AND ALSO SAVE AND EXCEPT ALL THAT piece or parcel of land situated in the Parish of Heddon County of Northumberland containing approximately fifty four acres one rood seventeen and three quarter perches being the whole of the land comprised in Registered Plan Number 291 EXCEPTING AND RESERVING unto the said George Kenneth Clift Clara Ann Capp Jane Sophia Dixon Clift and Ernest Aldane Clift in fee simple all mines veins and seams of coal and shale and all other mines and minerals and metals lying and being within or under the said land together with full liberty and power for them their heirs executors administrators and assigns and their lessees agents and workmen and all other persons by their authority or permission now or hereafter given at any time and from time to time to enter upon the said land or any part thereof to search for dig raise cart away and dispose of the said coal and shale and other minerals and metals and with full liberty and power to make sink maintain and use all such pits shafts levels drains watercourses reservoirs ways and other works and to construct erect maintain and use all such spoil banks rail roads tram ways and other roads bridges buildings works engines machinery and conveniences whatsoever and do all such things in under upon through or over the said land or any part thereof as may be necessary or convenient for all or any of the purposes aforesaid AND the said George Kenneth Clift Clara Ann Capp Jane Sophia Dixon Clift and Ernest Aldane Clift as covenantors do hereby covenant with the said James Albert Nichols as covenantee to produce to him the documents set out in the schedule hereunder written IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written.

THE SCHEDULE REFERRED TO

- | | | |
|----------------|------------------|---|
| 16th December | 1836 | GRANT to Samuel Clift of 640 acres Parish of Heddon County of Northumberland Entered on record in Register of Purchases of land No. 35 page 271, 26th March 1837, Enrolled in the Supreme Court in purchases of land No.2. Page 80, 12th July 1837. Entered as No.57 Folio 22 in the Register of the County of Northumberland in Surveyor's General's Office 5th August 1837. |
| | <i>Portion 6</i> | |
| 6th January | 1838 | GRANT to Samuel Clift of 640 acres Parish of Heddon County of Northumberland Entered on record in Register of Purchases of land No.41 Page 295, 17th February 1838. Enrolled in Supreme Court of N.S.Wales in purchases of land No.4. Page 46, 17th April 1838. Entered as No. 185 folio 63 in Register of the County of Northumberland 2 in the Surveyor General's Office 26th April 1838. |
| | <i>Part 7</i> | |
| 14th June | 1926 | DEED OF CONVEYANCE Kenneth Stewart Clift first part Ernest Aldane Clift second part George Kenneth Clift Kenneth Stewart Clift third part George Kenneth Clift Clara Ann Capp Jane Sophia Dixon Clift and Ernest Aldane Clift fourth part Registered Number 625 Book 1433. |
| 14th September | 1926 | DECLARATION of Albert Thomas Young. |

Value for Clift

SIGNED SEALED AND DELIVERED By the said GEORGE) GEO.K.CLIFT (L.S.)
KENNETH CLIFT in the presence of:-)
A.H.FOX
Hotel Metropole
SYDNEY

BY the said CLARA ANN CAPP in the presence -) CHARA A. CAPP (L.S.)
of:-)
CHARLES G.M.CAPP
Grazier
Allandale

BY the said JANE SOPHIA DIXON CLIFT in the -) JANE S.D.CLIFT (L.S.)
presence of:-)
RAY.L.CLIFT
Grazier
Breeza

BY the said ERNEST BLDANE CLIFT inthe presence) ERNIE A. CLIFT (L.S.)
of)
E.T.GARETT
Bank Manager
343 George Street SYDNEY

BY the said CHARLES GEORGE MILTON CAPP in the) CHARLES G.M.CAPP (L.S.)
presence of:-)
CLARA A. CAPP
Domestic Duties

AND By the said Samuel Branxton Clift in the) SAML.B.CLIFT (L.S.)
presence of:)
RAY.L. CLIFT
Grazier
BREEZA

I GEORGE ERNEST COOKE - - Clerk to W.J.Enright & Skilton of West Maitland in the State of New South Wales, Solicitors being duly sworn makes oath and says as follows: The typewriting contained on the above and five preceding pages has been compared by me with the original Conveyance and is a true copy thereof.

Geo E Cooke

SWORN at West Maitland this Fourteenth day of February one thousand nine hundred and thirty ~~three~~^{four} before me:

J.P. Maher JP
A Justice of the Peace.

RECEIVED into the Registration of Deeds Office at Sydney this *sixteenth* day of *February* one thousand nine hundred and thirty ~~three~~^{four} at *fifty nine* minutes past *three* o'clock in the *after* noon from *Arthur Vanyan Smith* Clerk to *M. Hoates* of *7 Elizabeth Street Sydney Law Station*.

M. A. ...
DEPUTY REGISTRAR

6

J.P.

ePlan
 (Sheet 1 of 16 sheets)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan:

DP1223319

Plan of Subdivision of Lot 200 DP1196167
 covered by Subdivision Certificate No. 14/2007/757/14A
 Dated 22 DECEMBER 2016 14/2011/456

Full name and address of the owner of the land:

Winten (No. 23) Pty Limited
 ABN: 88 096 449 366
 Level 10
 61 Lavender Street
 MILSONS POINT NSW 2061

Full name and address of the Mortgagee of the land:

Australia and New Zealand Banking Group Ltd
 ABN: 11 005 357 522
 347 Kent Street
 SYDNEY NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, 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 for Drainage of Water 1.5 wide	907	906
		930	929
		931	929, 930
		932	929, 930, 931
		933	929 - 932 inclusive
		934	929 - 933 inclusive
		936	929 - 934 inclusive
		945	946, 947, 948
		946	947, 948
		947	948

ePlan

(Sheet 2 of 16 sheets)

Plan:

DP1223319

Plan of Subdivision of Lot 200 DP1196167
 covered by Subdivision Certificate No. *14/2007/757/14 &*
 Dated *22 DECEMBER 2016* *14/2011/456*

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, 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
2	Easement for Electricity and other Purposes 2.05 wide	905, 906	Ausgrid ABN: 67 505 337 385
3	Easement for Electricity and other Purposes 3 wide and variable	901	Ausgrid ABN: 67 505 337 385
4	Easement for support 1 wide	900 903 904 905 906 907 908 909 910 911 912 913 - 915 inclusive	911-915 inclusive 904 903 906, 907 905, 907, 908, 909 905, 906, 908 906 , 907, 909 906, 908 That part of 949 designated DG in the plan 912, That part of 949 designated DG in the plan, that part of Lot 900 designated DG in the plan 911, that part of 900 designated DG in the plan That part of lot 900 designated DG in the plan

ePlan
 (Sheet 3 of 16 sheets)

Plan:
DP1223319

Plan of Subdivision of Lot 200 DP1196167
 covered by Subdivision Certificate No. 14/2007/757/14 &
 Dated 22 DECEMBER 2016 14/2011/456

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, 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
		929	944, 946, 947, 948
		930	943
		931	942
		932	941
		933	940
		934	936, 937, 939
		936	934, 937, 939
		937	934, 936, 939
		938	939
		939	934, 936, 937, 938
		940	933
		941	932
		942	931
		943	930
		944	929, 945, 946, 947
		945	944
		946	929, 944
		947	929, 944
		948	929
		949	910, 911
5	Right of Access 30.5 wide	900 949	Cessnock City Council

ePlan

(Sheet 4 of 16 sheets)

Plan:

DP1223319

Plan of Subdivision of Lot 200 DP1196167

covered by Subdivision Certificate No. 14/2007/757/144

Dated 22 DECEMBER 2016

14/2011/456

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, 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
6	Right of Access 17 wide	900	Cessnock City Council
7	Restriction on the Use of Land	Each lot except 900 and 949	Every other lot except Lots 900 and 949
8	Positive Covenant (Asset Protection Zone) 10 wide	900 and 922 – 925 inclusive	Cessnock City Council
9	Restriction on the Use of Land	901, 928	Cessnock City Council
10	Easement for Billboard 3.5 Wide	901	That part of lot 949 designated DI in the plan
11	Restriction on the Use of Land	901-907 inclusive	Cessnock City Council
12	Restriction on the Use of Land	901-907 inclusive, 928	That part of lot 949 designated DI in the plan

Part 2 (Terms)

- 1. Name of Authority empowered to release, vary or modify the Easement for Drainage of Water 1.5 Wide Numbered 1 in the Plan:**

Cessnock City Council

- 2. Terms of Easement for Electricity and Other Purposes 2.05 Wide Numbered 2 in the Plan:**

An easement is created on the terms and conditions set out in memorandum Registered Number AG823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

Name of Authority empowered to release, vary or modify Easement for Electricity and Other Purposes 2.05 Wide Numbered 2 in the Plan

Ausgrid

ePlan

(Sheet 5 of 16 sheets)

Plan:

DP1223319

Plan of Subdivision of Lot 200 DP1196167
covered by Subdivision Certificate No. 14/2007/357/14^a
Dated 22 DECEMBER 2016 14/2011/456

ABN:67 505 337 385

3. Terms of Easement for Electricity and Other Purposes 3 Wide and Variable Numbered 3 in the Plan:

An easement is created on the terms and conditions set out in memorandum Registered Number AG823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

Name of Authority empowered to release, vary or modify Easement for Electricity and Other Purposes 3 Wide and Variable Numbered 3 in the Plan:

Ausgrid
ABN:67 505 337 385

4. Terms of Easement for Support 1 Wide Numbered 4 in the Plan.

1. The owner of the lot benefited may:-
 - a) Construct on the lot burdened, but only within the site of this easement, whatever retaining wall is reasonably necessary to support the surface or subsurface of the lot benefited or any part of it, or any structure or works on the lot benefited.
 - b) Do anything reasonably necessary for that purpose, including:-
 - Entering the lot burdened;
 - Taking anything on to the lot burdened; and
 - Carrying out work.
2. The owner of the lot benefited must not:-
 - a) Interfere with the retaining wall or the support it offers.
 - b) Use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the retaining wall.
3. If the owner of the lot burdened does or allows anything to be done which damages the retaining wall or impairs its effectiveness, the owner of the



ePlan

(Sheet 6 of 16 sheets)

Plan:

DP1223319

Plan of Subdivision of Lot 200 DP1196167
covered by Subdivision Certificate No. 14/2007/757/14 &
Dated 22 DECEMBER 2016 14/2011/456

lot benefited may serve no less than 14 days' notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed.

If the owner of the lot burdened does not comply with the notice, the owner of the lot benefited may enter and repair the damage or remove the impairment and may recover any reasonable costs from the owner of the lot burdened.

4. In exercising those powers, the body having the benefit of this easement must:-
 - a) Ensure all work is done properly.
 - b) Cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened.
 - c) Cause as little damage as is practicable to the lot burdened and any improvement on it.
 - d) Restore the lot burdened as nearly as is practicable to its former condition.
 - e) Make good any collateral damage.
5. The owner of the benefited lot must at its own cost repair and maintain the retaining wall to ensure the stability of and support provided by the retaining wall.

5. Terms of Right of Access 30.5 Wide Numbered 5 in the Plan:

Right of Access within the meaning of Part 11 of Schedule 4A of the Conveyancing Act 1919.

Name of Authority empowered to release, vary or modify Right of Access 30.5 Wide Numbered 5 in the Plan:

Cessnock City Council

6. Terms of Right of Access 17 Wide Numbered 6 in the Plan:

Right of Access within the meaning of Part 11 of Schedule 4A of the Conveyancing Act 1919.

ePlan

(Sheet 7 of 16 sheets)

Plan:

DP1223319

Plan of Subdivision of Lot 200 DP1196167
covered by Subdivision Certificate No. 14/2007/757/14
Dated 22 DECEMBER 2016 14/2011/456

**Name of Authority empowered to release, vary or modify Right of Access
17 Wide Numbered 6 in the Plan:**

Cessnock City Council

7. Terms of Restriction on the Use of Land, Numbered 7 in the Plan:

- a) No building shall be erected or permitted to remain erected on any lot burdened having a roof of other than tiles or colour bonded metal being of a colour approved by Winten (No. 23) Pty Limited.
- b) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, re-constructed on or permitted to remain on any lot burdened.
- c) No mobile home or temporary or permanent moveable improvements, including but not limited to a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, re-constructed on or permitted to remain on, or used for residential purposes on any lot burdened.
- d) Not more than one residence shall be erected or be permitted to remain erected on any lot. No duplex dwelling(s) shall be erected or permitted to remain on any lot burdened.
- e) No building shall be constructed on any lot burdened incorporating second hand materials in the external structure.
- f) No garage can be constructed as a separate structure from the main dwelling constructed on any lot burdened unless it is constructed of the same materials, roof pitch and colours as the main building.
- g) No carport may be erected or permitted to remain forward of the front building façade on any lot burdened.
- h) No carport may be erected or permitted to remain on any lot burdened unless the design and roof pitch match the design roof pitch and colours of the main building.
- i) No building shall be erected or be permitted to remain erected on any lot burdened with a solar hot water service unless the storage tank is located within the building or at the rear of the building at ground level.
- j) No garden shed, clothes line, satellite dish, TV antenna, solar panel or tank may be erected or permitted to remain on any lot burdened if it is visible from the street or a public place.

This is Sheet 7 of a 16 Sheet Instrument (09046DPU)



ePlan

(Sheet 8 of 16 sheets)

Plan:

DP1223319

Plan of Subdivision of Lot 200 DP1196167
covered by Subdivision Certificate No. 14/2007/757/141
Dated 22 DECEMBER 2016 14/2011/456

- k) No main building may be allowed to be occupied or to continue to be occupied after the expiration of three months from the date of practical completion of that building unless the area in front of the building is landscaped, using turf, paths, garden beds and shrubs or trees.
- l) No fencing may be erected on any lot burdened to divide it from any adjoining lot of which Winten (No. 23) Pty Limited remains registered proprietor without the consent of Winten (No. 23) Pty Limited. Consent will not be withheld if the fence is erected without expense to Winten (No. 23) Pty Limited.
- m) No fence will be erected or permitted to remain on the front street alignment of any lot burdened nor between the front street alignment and the front building alignment, except for corner lots where one fence can be erected on the boundary or located on retaining walls.
- n) No retaining wall that is visible from any public road pathway or reserve may be constructed or permitted to remain on any lot burdened unless it is constructed of concrete, masonry, rock or stone.
- o) No advertisement, hoarding, sign or advertising material may be displayed, erected or permitted to remain on any lot burdened for a period of one year from the date of transfer from Winten (No. 23) Pty Limited (other than a sign advertising the land for sale) without the prior written consent of Winten (No. 23) Pty Limited.
- p) With the exception of vehicles used in connection with the erection of dwelling on any lot burdened, no motor vehicle or truck weighing over 3.5 tonnes (un-laden) may be garaged or stored or permitted to remain on any of lot burdened.
- q) No trailer, boat or caravan is permitted, may be parked or permitted to remain in the area between the front of the building and the street on any lot burdened.
- r) No noxious, noisesome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- s) No child minding centre, day care centre, preschool, long day care centre, kindergarten, occasional child minding centre or such other like child minding facility or activity will be conducted or carried out on any lot burdened without the approval of Winten (No. 23) Pty Limited.

ePlan

(Sheet 9 of 16 sheets)

Plan:

DP1223319

Plan of Subdivision of Lot 200 DP1196167
covered by Subdivision Certificate No. 14/2007/757/14A
Dated 22 DECEMBER 2016 14/2011/456

- t) No building shall be erected, or permitted to remain erected, or occupied by any person, corporation, government or semi-government instrumentality for the purpose of public housing or community housing.
- u) No main building constructed on any lot burdened may be used or permitted to be used for the display of any exhibition home or for the promotion or sale of homes without the prior written consent of Winten (No. 23) Pty Limited.
- v) Any release, variation or modification of these Restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

Name of Person empowered to release, vary or modify Restriction on the Use of Land, Numbered 7 in the Plan:

Winten (No. 23) Pty Limited
ABN: 88 096 449 366

8. Terms of Positive Covenant (Asset Protection Zone) 10 Wide, Numbered 8 in the Plan:

- a) The owner of the lot burdened must at all times maintain the part of the lot burdened on the plan as an Asset Protection Zone (APZ) in accordance with the standards specified in "Planning for Bushfire Protection 2006" and "Standards for Asset Protection Zones" published by NSW Rural Bushfire Service as amended from time to time.
- b) The authority benefitted agrees that the Positive Covenant will be automatically released if the land to the south is developed for residential purposes.

Name of Authority empowered to release, vary or modify Positive Covenant (Asset Protection Zone) 10 Wide, Numbered 9 in the Plan:

Cessnock City Council

9. Terms of Restriction on the Use of Land, Numbered 9 in the Plan:

No vehicular access is permitted from any lot hereby burdened to Main Road

ePlan
(Sheet 10 of 16 sheets)

Plan:

DP1223319

Plan of Subdivision of Lot 200 DP1196167
covered by Subdivision Certificate No. 14/2007/757/141
Dated 22 DECEMBER 2016 14/2011/456

No building shall be erected or permitted to remain on any lot hereby burdened unless it satisfies the following Category 1 Construction material to satisfy acoustic requirements unless otherwise approved in writing by Cessnock City Council or an approved private certifier and otherwise in strict compliance with such conditions as that council or certifier may impose.

For windows and sliding doors, the standard construction to be openable with minimum 4 millimetre monolithic glass and standard weather seals.

For the frontage facade, standard construction is to be:

- a) For timber frame or cladding: 6 millimetre fibre cement sheeting or weatherboards or plank cladding externally, 90 millimetre deep timber stud or 92 millimetre metal stud, 13 millimetre standard plasterboard internally.
- b) For brick veneer: 110 millimetre brick, 90 millimetre timber or 92 millimetre metal stud, 13 millimetre standard plasterboard internally.
- c) For double brick cavity: 2 leaves of 110 millimetre brickwork separated by 50 millimetre gap

For roofing, standard construction is to be pitched terracotta tile or metal sheet roof with sarking, 10 millimetre plasterboard ceiling fixed to ceiling joists, R 1.5 insulation batts in roof cavity

For entry door, standard construction to be 35 millimetre solid core timber door with full perimeter acoustic seals

For flooring, standard construction to be one layer of 19 millimetre structural floor boards, timber joist on piers, or concrete slab floor on ground

Name of Authority empowered to release, vary or modify Restriction on the Use of Land, Numbered 9 in the Plan:

Cessnock City Council

10. Terms of Easement for Billboard 3.5 Wide, Numbered 10 in the Plan:

1. The owner of the lot benefited may:
 - (a) construct and maintain on the lot burdened, but only within the site of this easement, a billboard, estate signage or any associated structure or works on the lot burdened, and
 - (b) do anything reasonably necessary for that purpose, including:
 - entering the lot burdened, and
 - taking anything onto the lot burdened, and

This is Sheet 10 of a 16 Sheet Instrument (09046DPU)

ePlan
(Sheet 11 of 16 sheets)

Plan:

DP1223319

Plan of Subdivision of Lot 200 DP1196167
covered by Subdivision Certificate No. 14/2007/757/141
Dated 22 DECEMBER 2016 14/2011/456

- carrying out work.
2. The owner of the lot burdened must not:
- (a) interfere with the billboard, estate signage or any associated structure or works, or
 - (b) use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the use of the billboard or estate signage.
3. If the owner of the lot burdened does or allows anything to be done which damages the billboard, estate signage or any associated structure or works or impairs its effectiveness, the owner of the lot benefited may serve not less than 14 days' notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed.
- If the owner of the lot burdened does not comply with the notice, the owner of the lot benefited may enter and repair the damage or remove the impairment and may recover any reasonable costs from the owner of the lot burdened.
4. In exercising those powers (whether or not after serving such a notice), the owner of the lot benefited must:
- (a) ensure all work is done properly, and
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
 - (d) restore the lot burdened as nearly as is practicable to its former condition, and
 - (e) make good any collateral damage.
5. Easement will be in effect for the period of the consent issued by Cessnock City Council for DA 8/2014/024 as may be modified from time to time

Name of Person empowered to release, vary or modify Easement for Billboard 3.5 Wide, Numbered 10 in the Plan:

Winten (No. 23) Pty Limited



ePlan
(Sheet 12 of 16 sheets)

Plan:

DP1223319

Plan of Subdivision of Lot 200 DP1196167
covered by Subdivision Certificate No. 14/2007/757/14 &
Dated 22 DECEMBER 2016 14/2011/456

ABN: 88 096 449 366

11. Terms of Restriction on the Use of Land, Numbered 11 in the Plan:

No vehicular access is permitted from any lot hereby burdened to William Tester Drive along the frontage designated A in the plan

Name of Person empowered to release, vary or modify Restriction on the Use of Land Numbered 11 in the Plan:

Cessnock City Council

12. Terms of Restriction on the Use of Land, Numbered 12 in the Plan:

The owner of the lot hereby burdened shall not make any alterations to existing fencing at the date of registration of the Plan without the prior consent of Winten (No. 23) Pty Limited

Easement will be in effect for a period of five years from the date of registration of the Plan or while ever Winten (No. 23) Pty Limited owns a lot in the Plan or a lot in any subdivision of a residual lot in the Plan

Name of Person empowered to release, vary or modify Restriction on the Use of Land Numbered 12 in the Plan:

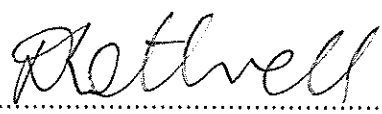
Winten (No. 23) Pty Limited
ABN: 88 096 449 366

ePlan
(Sheet 13 of 16 sheets)

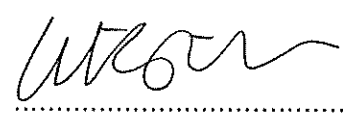
Plan:
DP1223319

Plan of Subdivision of Lot 200 DP1196167
covered by Subdivision Certificate No. 14/2007/757/14.1
Dated 22 DECEMBER 2016 14/2011/456

Executed by Winten (No. 23) Pty Ltd
ABN 88 096 449 366 in accordance with
section 127 of the Corporations Act 2001
by:



.....
Signature of Director



.....
Signature of Director / Secretary

DAVID WINTEN ROTHWELL

.....
Print name of Director

WILLIAM ARCHER ROTHWELL

.....
Print name of Director / Secretary

ePlan
(Sheet 14 of 16 sheets)

Plan:

DP1223319

Plan of Subdivision of Lot 200 DP1196167
covered by Subdivision Certificate No. 14/2007/757/14a
Dated 22 DECEMBER 2016 14/2011/456

EXECUTED for and on behalf of)
AUSGRID ABN 67 505 337 385 by)
Michael McHugh its duly)
constituted Attorney pursuant to)
Power of Attorney registered)
Book 4693 No.331 in the presence of:)



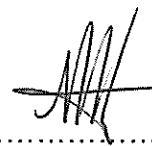
.....
Signature of Witness

Lisa Jane Anderson

.....
Print name of Witness (please print)

570 George Street
SYDNEY NSW 2000

Address of Witness



.....
Signature of Attorney

Manager - Property & Fleet

Plan:
DP1223319

Plan of Subdivision of Lot 200 DP1196167
covered by Subdivision Certificate No. 14/2007/757/14.1
Dated 22 DECEMBER 2016 14/2011/456

Executed on behalf of **CESSNOCK CITY COUNCIL** by its Authorised Delegate pursuant to Section 377 Local Government Act 1919 by:


.....

Signature of Witness


.....

Signature of Authorised Delegate

MELANIE CARTER
.....

Name of Witness

SARAH' HYATT
.....

Authorised Delegate's Name

62-78 VINCENT STREET
CESSNOCK, NSW
C/- CESSNOCK CITY COUNCIL
.....

Address of Witness

.....
Authority of Delegate

ePlan

(Sheet 16 of 16 sheets)

Plan:

DP1223319

Plan of Subdivision of Lot 200 DP1196167
covered by Subdivision Certificate No. 14/2007/757/142
Dated 22 DECEMBER 2016 14/2011/456

Signed on behalf of Australia and New Zealand Banking Group Limited)
ACN 005 357 522 by its Attorney under)
Power of Attorney Registered No.)
Book 4376 Folio:410 dd 18/11/2002)

Andrew Lyall
.....
Signature of Witness

ANDREW LYALL
.....
Print name of Witness

242, PITT ST, SYDNEY
.....
Address of Witness

Ashok Krishnan
.....
Signature of Attorney
R. KRISHNAN.

ASHOK KRISHNAN.

REGISTERED  14.02.2017



PLANNING CERTIFICATE
ISSUED UNDER SECTION 10.7 (2) & (5)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

Info Track
Level 21 Tower 2 200 Barangaroo Avenue

Applicants Reference
46000069-#185625804#

SYDNEY 2000

CERTIFICATE DETAILS

Certificate Number:	350
Date of Certificate:	10/02/2026

PROPERTY DETAILS

Address:	3 Ridgeview Drive CLIFTLEIGH NSW 2321
Title:	LOT: 908 DP: 1223319
Parcel No:	512136

BACKGROUND INFORMATION

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

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



PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2) & (5)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

1. Names of relevant planning instruments and development control plans

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

State Environmental Planning Policies

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

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

Chapter 2 _ Standards for residential development _ BASIX

Chapter 3_ Standards for Non-residential development

Chapter 4_ Miscellaneous

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 3 _ Hazardous and offensive development

Chapter 4 _ Remediation of land

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

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 2 _ Infrastructure

Chapter 3 _ Educational establishments and child care facilities

State Environmental Planning Policy (Resources and Energy) 2021

Chapter 2 _ Mining, petroleum production and extractive industries

State Environmental Planning Policy (Primary Production) 2021

Chapter 2 _ Primary production and rural development

State Environmental Planning Policy (Planning Systems) 2021

Chapter 2 _ State and regional development

Chapter 4 _ Concurrences and consents

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapter 4 _ Koala habitat protection 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Precincts _ Regional) 2021

Chapter 2 _ State significant precincts

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

Local Environmental Plans

[Cessnock Local Environmental Plan 2011](#)

PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2) & (5)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

Development Control Plans

[Cessnock Development Control Plan 2010](#)

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

- (2) The name of each proposed environmental planning instruments and draft development control plan, which is or has been subject to community consultation or public exhibition under the Environmental Planning and Assessment Act 1979, that will apply to the carrying out of development on the land and:
- (3) Council has been notified that the following Draft State Environmental Planning Policy was placed on public exhibition and may affect land use planning and development in Cessnock:

Draft State Environmental Planning Policies

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

Draft Planning Proposal for Local Environmental Plan

DRAFT Planning Proposal _ 18-2020-3-1_ Proposal to implement the changes to the Special Purposes(SP)zones _ Public Exhibition _ 02-02-2023 _ 02-03-2023.

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

Draft Development Control Plan

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

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

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

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

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

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

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

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



PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2) & (5)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

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

Draft Chapter D8 Temporary Events _ Public Exhibition 30 July 2025 _ 27 August 2025

(4) **In this section –**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2) & (5)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

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

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

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

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

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

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

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

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

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

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

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

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

2. Zoning and land use under relevant planning instruments

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

- (a) the identity of the zone, whether by reference to –
 - (i) a name, such as “Residential Zone” or “Heritage Area”, or
 - (ii) a number, such as “Zone No 2 (a)”,



PLANNING CERTIFICATE
ISSUED UNDER SECTION 10.7 (2) & (5)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

R2 Low Density Residential under the Cessnock Local Environmental Plan 2011

- (b) the purposes for which development in the zone –
- (i) may be carried out without development consent, and
 - (ii) may not be carried out except with development consent, and
 - (iii) is prohibited,

R2 Low Density Residential

1 Permitted without consent

Home occupations

2 Permitted with consent

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

3 Prohibited

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

- (c) whether additional permitted uses apply to the land,
No
- (d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,
No
- (e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:
The land is not land that includes or comprises biodiversity conservation under the Biodiversity Conservation Act 2016.
- (f) whether the land is in a conservation area, however described,
The land is not a conservation area under the Cessnock Local Environmental Plan 2011.
- (g) whether an item of environmental heritage, however described, is located on the land.
An item of environmental heritage identified in Cessnock Local Environmental Plan 2011 is not situated on the land.



PLANNING CERTIFICATE
ISSUED UNDER SECTION 10.7 (2) & (5)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

3. Contributions plans

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

Cessnock Section 7.12 Levy Contributions Plan 2017.

Cessnock City Wide Local Infrastructure Contributions Plan 2020.

Housing and Productivity Contributions

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

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

- a. The name of the region, and
- b. The name of the Ministerial planning order in which the reason is identified.

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

(4) In this section-

Continued 7.23 determination means a 7.23 determination that-

- a. Has been continued in force by the Act, Schedule 4, Part 1, and
- b. Has not been repealed as provided by that part.

Note- The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

No

4. Complying development

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

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

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

- a. a restriction applies to the land, but it may not apply to all of the land, and
- b. the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

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

Housing Code	Complying Development may be carried out on the land under the Housing Code, subject to the development complying with the relevant standards
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PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2) & (5)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
 and associated

ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

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



PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2) & (5)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
 and associated

ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

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

5. Exempt Development

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1) (b1) -(d) or 1.16A.
- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

Biodiversity Conservation Act 2016 and Fisheries Management Act 1994	Exempt Development may not be carried out on land that is a declared area of outstanding biodiversity value under the Biodiversity Conservation Act 2016 or declared critical habitat under Part 7A of the Fisheries Management Act 1994
Wilderness Act 1987	Exempt Development may not be carried out on land that is, or is part of, a wilderness area (within the meaning of Wilderness Act 1987)
Heritage Act 1977	Exempt Development may not be carried out on land that is, or on which there is, an item that is listed on the State Heritage Register under the Heritage Act 1977, or that is subject to an interim heritage order under that Act
Schedule 4 _ Land included from the General Exempt Development Code	Exempt Development may be carried out on land that is described or otherwise identified on a map specified in Schedule 4.
Land within 18 kilometres of Siding Spring Observatory	Exempt Development may not be carried out on Land within 18 kilometres of Siding Spring



PLANNING CERTIFICATE
ISSUED UNDER SECTION 10.7 (2) & (5)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

Schedule 11 _ Conditions applying to complying development certificates under the Agritourism and Farm Stay Accommodation Code	Observatory Exempt Development may not be carried out on the land under the Agritourism and Farm Stay Accommodation Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
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- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that-
- (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.
- There are no variations to the exempt development codes within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 that apply in the Cessnock local government area.

6. Affected building notices and building product rectification orders

- (1) Whether the Council is aware that –
- (a) an affected building notice is in force in relation to the land, or
 - (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or
 - (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

(2) In this section –

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

building Product Rectification Order has the same meaning as in the *Building Products (Safety) Act 2017*.

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

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

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

7. Land reserved for acquisition

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

No

PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2) & (5)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

8. Road widening and road realignment

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

- (a) the *Roads Act 1993*, Part 3, Division 2, or
- (b) an environmental planning instrument, or
- (c) a resolution of the council.

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

- (a) Division 2 of Part 3 of the *Roads Act 1993*, or
- (b) any environmental planning instrument, or
- (c) any resolution of the council.

9. Flood related development controls

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

No

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

No

- (3) In this section –

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

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

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

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

Note: Flood Studies

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



PLANNING CERTIFICATE
ISSUED UNDER SECTION 10.7 (2) & (5)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
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ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

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

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

Landslip

No

Bushfire

No

Tidal Inundation

No

Subsidence

No

Acid Sulphate Soils

No

Contamination

Cessnock City Council _ Contaminated Land Policy _ Land Use Planning

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

Aircraft Noise

No

Salinity

No

Coastal Hazards

No

Sea Level Rise

No

Any Other Risk (other than flooding)

Cessnock City Council _ Climate Change Policy _ Land Use Planning



PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2) & (5)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

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

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

11. Bush fire prone land

- (1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.
- (2) If none of the land is bush fire prone land, a statement to that effect.

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

12. Loose-fill asbestos insulation

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

No

13. Mine subsidence

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

Yes

14. Paper subdivision information

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

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

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

There is no subdivision order that applies to the land

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

15. Property vegetation plans

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



PLANNING CERTIFICATE

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ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
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ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

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

16. Biodiversity stewardship sites

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

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

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

17. Biodiversity certified land

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

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

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

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

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

No

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

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

(2) In this section –

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

Note – Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.



PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2) & (5)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

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

20. Western Sydney Aerotropolis

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

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) shown on the Lighting Intensity and Wind Shear Map, or
- (c) shown on the Obstacle Limitation Surface Map, or
- (d) in the “public safety area” on the Public Safety Area Map, or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

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

21. Development consent conditions for seniors housing

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

No

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

- (1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate –
 - (a) the period for which the certificate is current, and
 - (b) that a copy may be obtained from the Department.

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

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

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

Note: Any conditions of 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).



PLANNING CERTIFICATE

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ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
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ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

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

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

No

- (4) In this section –

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

23. Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the [Water Industry Competition Act 2006](#), a statement to that effect.

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

No

24. Special entertainment precincts

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

No

25. Interim development in future infrastructure corridors

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

No



PLANNING CERTIFICATE
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ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

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

A handwritten signature in black ink, appearing to read "Peter Chrystal", is written over a faint, illegible background.

Peter Chrystal
Director Planning and Environment



PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2) & (5)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

Info Track
Level 21 Tower 2 200 Barangaroo Avenue

Applicants Reference
46000069-#185625804#

SYDNEY 2000

CERTIFICATE DETAILS

Certificate Number: 350
Date of Certificate: 10/02/2026

PROPERTY DETAILS

Address: 3 Ridgeview Drive CLIFTLEIGH NSW 2321
Title: LOT: 908 DP: 1223319
Parcel No.: 512136

BACKGROUND INFORMATION

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

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



PLANNING CERTIFICATE
ISSUED UNDER SECTION 10.7 (2) & (5)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
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ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

Additional information pursuant to Section 10.7(5) of the *Environmental Planning & Assessment Act 1979*

(5) A council may, in a planning certificate, include advice on such other relevant matters affecting the land of which it may be aware.

Council's records do not indicate that the land the subject of this Certificate is subject to Noise Exposure.

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

- (a) The land or part of the land is not significantly contaminated land within the meaning of the Contaminated Land Management Act 1997 at the date this certificate is issued.
- (b) The land is not subject to a management order within the meaning of the Contaminated Land Management Act 1997 at the date this certificate is issued.
- (c) The land is not the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997 at the date this certificate is issued.
- (d) The land is not the subject of an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997 at the date this certificate is issued.
- (e) The land is not the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 (if a copy of such a statement has been provided at any time) to the local authority issuing the certificate.

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

A handwritten signature in black ink, appearing to read "Peter Chrystal", is written over a light blue grid background.

Peter Chrystal
Director Planning and Environment

HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SEWER LOCATION DIAGRAM

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

3 RIDGEVIEW

CLIFTLEIGH NSW

APPLICATION NO.: 2763605

APPLICANT REF: M 46000069

RATEABLE PREMISE NO.: 9802744942

PROPERTY ADDRESS: 3 RIDGEVIEW DR CLIFTLEIGH 2321

LOT/SECTION/DP:SP: 908//DP1223319



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

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

IMPORTANT:

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

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

Date: 9/02/2026

Scale at A4: 1:500

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

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



Revenue

Enquiry ID 4501157
Agent ID 81429403
Issue Date 09 Feb 2026
Correspondence ID 1824416836
Your reference 46000069

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.*

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022.*

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
D1223319/908	3 RIDGEVIEW DRVE CLIFTLEIGH 2321	\$379 000	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2026 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Phil Minns

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.