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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Osborn George Real Estate Agents Raymond Terrace 20A William Street RAYMOND TERRACE NSW 2324	**phone**: (02) 4987 3571
co-agent		
vendor		
vendor's solicitor	Blackwell Short PO Box 26, Orange 2800	**phone**: 02 6393 9200 **email**: bsl.reception@blackwellshort.com.au **ref**: 261163
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	18 Cederwood Crescent Raymond Terrace NSW 2324 LOT 43 IN DEPOSITED PLAN 814257 Folio Identifier 43/814257	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

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

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

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

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

buyer's agent

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

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SIGNING PAGE

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

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

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Choices

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

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

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

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

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

Purchaser must make an *GSTRW payment* (GST residential withholding payment)	☒ NO	☐ yes (if yes, vendor must provide details)
	If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.	

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

- ☐ 61

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

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

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

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

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

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

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

18 CEDERWOOD DRIVE RAYMOND TERRACE NSW 2324

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Cooling off period (purchaser's rights)

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

2 EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
- (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
- (b) in any other case—the fifth business day after the day on which the contract was made.

3 There is NO COOLING OFF PERIOD—
- (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
- (b) if the property is sold by public auction, or
- (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
- (d) if the contract is made in consequence of the exercise of an option, other than an option that is void under the Act, section 66ZG.

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

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

DISPUTES

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

AUCTIONS

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

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WARNINGS

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:

Australian Taxation Office	Local Council
County Council	Local Land Services
Department of Education	NSW Fair Trading
Department of Planning, Housing and Infrastructure	NSW Public Works
Department of Primary Industries and Regional Development	Owner of adjoining land
Electricity, gas and telecommunications	Privacy
Homes NSW	Subsidence Advisory NSW
	Transport agencies
	Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.

3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.

4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.

5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.

6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.

7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).

8. The purchaser should arrange insurance as appropriate.

9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.

10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.

11. The purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the Australian Taxation Office.

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

18 ELDERWOOD CRES RAMORNIE TERRACE NSW 2324

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

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

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

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

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

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by –

2.4.1 giving cash (up to $2,000) to the *depositholder*;

2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or

2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or

2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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

4 Electronic transaction

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

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

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

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

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

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

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

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

the *party* entitled to them.

5 Requisitions

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

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

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

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

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

6 Error or misdescription

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

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

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

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

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

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

The vendor must do whatever is reasonably necessary to enable the purchaser, subject to the rights of any tenant –

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

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

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

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13 Goods and services tax (GST)

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

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

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7), the *party* must adjust or pay on completion any GST added to or included in the expense, but –

13.3.1 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

14 Adjustments

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

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

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

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

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

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

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

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

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

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

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

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

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

15 Date for completion

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

16 Completion

• Vendor

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

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

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

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

• Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

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

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

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

16.7 On completion the deposit belongs to the vendor.

17 Possession

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

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

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

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

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

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18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23 Strata or community title
• Definitions and modifications
23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development contract or management statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s174 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

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

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BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

• Notices, certificates and inspections

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

• Meetings of the owners corporation

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

24 Tenancies

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

24.4.2 if the security is not transferable, each *party* must do whatever is reasonably necessary to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
25.1.1 is under qualified, limited or old system title; or
25.1.2 on completion is to be under one of those titles.
25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
25.4.1 shows its date, general nature, names of parties and any registration number; and
25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
25.5 An abstract of title –
25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
25.5.3 *normally*, need not include a Crown grant; and
25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
25.6 In the case of land under old system title –
25.6.1 in this contract 'transfer' means conveyance;
25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
25.7 In the case of land under limited title but not under qualified title –
25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
25.10 The vendor must give a proper covenant to produce where relevant.
25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
28.2 The vendor must do whatever is reasonably necessary to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
28.3 If the plan is not registered *within* that time and in that manner –
28.3.1 the purchaser can *rescind*; and
28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event, but does not apply to an event to which clause 28 applies.
29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.
29.7 If the *parties* can lawfully complete without the event happening –
29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and
29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

18 CEDAR AVENUE CAMMERAY NSW 2062 TERRACE

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

30 Manual transaction

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

• Transfer

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

• Place for completion

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

• Payments on completion

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

31 Foreign Resident Capital Gains Withholding

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

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32 Residential off the plan contract

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

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

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

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

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

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ADDITIONAL CLAUSES ANNEXED TO AND FORMING PART OF THE CONTRACT FOR SALE OF LAND BETWEEN

VENDOR:
PURCHASER:

Amendments

33. The printed standard clauses are amended as follows:

(a) Clause 25 is deleted.

Real Estate Agent

34. The Purchaser warrants that they were not introduced to the Property by any agent other than the agent and/or co-agent (if applicable) referred to in this Contract and that no other agent is the effective cause of this sale. If the Purchaser is in breach of this warranty the Purchaser will indemnify the Vendor against any claim, action, demand or suit by any other agent(s) arising out of this sale.

Purchaser acknowledgements

35.1 The Purchaser acknowledges that they have inspected the property and all buildings, improvements and inclusions and are purchasing the property:

(a) In its present condition and state of repair (including structural repair).

(b) Subject to all defects whether latent or patent and subject to normal wear and tear.

(c) Subject to the existing services and connections.

35.2 The Purchaser acknowledges they are relying on their own knowledge, inspections and enquiries and do not rely on any representations, warranties or statements made to them by the vendor, real estate agent or vendor's representative regarding the property. The purchaser acknowledges that the entire agreement is contained in the contract for sale.

35.3 The Purchaser acknowledges that they have inspected all covenants, restrictions, licences, easements and enclosures in relation to the property.

35.4 The Purchaser shall not make any objection requisition or claim for compensation nor seek to rescind or terminate this Contract nor delay its completion in relation to or on account of any of the above issues covered in this special condition.

Capacity

36. Subject to clause 6.3, without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, if either party (and if more than one person comprises that first party then any one of them) prior to completion:

(a) dies or becomes mentally ill, then the other party may rescind this contract by written notice to the first party's solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply; or

(b) being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this contract.

A right of rescission under this clause shall be exercised within fourteen (14) days of the right arising.

Notice to Complete

37.1 If either party is unwilling or unable to complete by the Completion Date as stated on the front page of the Contract of Sale, then the other party shall be entitled at any time after the Completion Date to serve a Notice to Complete making the time for completion essential. Such a Notice shall give not less than fourteen (14) days notice from the time and date of receipt by the other party.

37.2 If the Vendor serves a Notice to Complete, the Purchaser must pay to the Vendor the sum of $400.00 plus GST being a genuine pre-estimate of the additional legal costs incurred by the Vendor in connection with the preparation and service of the Notice.

Late Completion (Liquidated Damages for Delay)

38. If any monies payable by the Purchaser under this Contract are not paid on the Completion Date the Purchaser shall on completion and in addition to the purchase price pay to the Vendor interest on the balance of the purchase price at the rate of eight per cent (8%) per annum calculated daily from and including the Completion Date as stated on the front page of this Contract of Sale provided that if at the Completion Date the Vendor is in default of any of their obligations pursuant to this Contract then interest will only accrue from the date that the Vendor has complied with all such obligations. Such sum shall form part of the balance of purchase money and be paid on completion.

Final Occupation Certificate

39. The Vendors disclose to the best of their knowledge that they do not hold a Final Occupation Certificate from a relevant authority in relation to the existing building and construction works concerning the property. The purchaser acknowledges and agrees that they shall not make any objection requisition or claim for

compensation nor seek to rescind or terminate this contract nor delay its completion in relation to or on account of the disclosures made by the Vendor the subject of this clause 39 or any matter or thing arising therefrom and further that they have fully satisfied themselves in all these respects.

In the event the purchaser orders a building certificate from Port Stephens Council that causes a work order to issue from Port Stephens Council or any other costs or claims are made on the Vendor then the purchaser agrees to indemnify and hold indemnified the Vendor against such any claims whatsoever and howsoever arising in relation to this clause 39.

The vendor can rescind at their discretion if anything arises out of or in connection with any matter contained in clause 39 that the vendor finds unsatisfactory.

Counterparts and Exchange

The parties agree that:-

40.1 this Contract may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same Contract;

40.2 exchange of contracts may be effected by serving by facsimile or email transmission, a full copy of the original executed counterpart of the Contract;

40.3 if applicable, the parties shall use their best endeavours to serve on each other the originally signed counterparts of the contract as soon as practicable after exchange of contracts pursuant to clause 40.2 but failure to so do for any reason does not affect the fact that the contract is validly made on the date that the exchange of counterparts is effected pursuant to clause 40.2.

Guarantee

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

41.2 The word guarantor means each director of the purchaser as at the date of this contract.

41.3 If each director of the purchaser has not signed this contract as a guarantor, the vendor may terminate this contract by serving a notice, but only within 14 days after the contract date.

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

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

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

41.5 The guarantor:

41.5.1 indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with

or arising from any breach or default by the purchaser of its obligations under this contract; and

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

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

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

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

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

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

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

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

41.9.2 the release or discharge of any person;

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

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

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

41.9.6 the winding up of the purchaser.

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

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

41.12 This clause operates as a deed between the vendor and the guarantor.

EXECUTED as a Deed.

.....	.....
Name of Witness:	Name of Guarantor:
.....	.....
Address:	Address:
.....	.....
Signed by Witness(s):	Signed by Guarantor(s):

Conditions of sale of land by auction

If the property is or is intended to be sold at auction:

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002:

42.1 The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:

(a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;

(b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;

(c) The highest bidder is the purchaser, subject to any reserve price;

(d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;

(e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;

(f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;

(g) A bid cannot be made or accepted after the fall of the hammer;

(h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

42.2 The following conditions, in addition to those prescribed by clause 42.1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

(a) All bidders must be registered in the bidders record and display an identifying number when making a bid;

(b) Subject to clause 42.3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and

(c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.

42.3 The following conditions, in addition to those prescribed by clauses 42.1 and 42.2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

(a) More than one vendor bid may be made to purchase interest of a co-owner;

(b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;

(c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;

(d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: 18 Cederwood Crescent, Raymond Terrace 2324
Dated: 27 October 2026

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.
   (g) Has the vendor or the tenant of the premises taken any steps to seek any benefit or protection under any law enacted in response to the COVID-19 pandemic? If so, please provide details of the steps taken and of the progress or outcome of any negotiations or hearing.
   (h) Has there been any application for land tax relief or residential tenancy support payment? If so, please provide details.
4. Is the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
   (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
   (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

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

Adjustments

10. All outgoings referred to in clause 14.1 and 23.5 to 23.7 (inclusive) 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?
12. If any land tax certificate or property tax status certificate under the *Property Tax (First Home Buyer Choice) Act 2022* (NSW) shows a charge for land tax or property tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

13. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.

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15.

(a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?

(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

(c) Has the vendor a Building Information Certificate or 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 (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

(e) In respect of any residential building work carried out in the last 7 years:

(i) please identify the building work carried out;

(ii) when was the building work completed?

(iii) please state the builder's name and licence number;

(iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).

(f) Have any actions been taken, including the issuing of any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.

16.

(a) 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?

(b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property? If so please provide details and indicate if there are any proposals for amendment or revocation?

17. If a swimming pool is included in the sale:

(a) did its installation or construction commence before or after 1 August 1990?

(b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?

(c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;

(d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?

(e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;

(f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

18.

(a) To whom do the boundary fences belong?

(b) Are there any party walls?

(c) If the answer to Requisition 18(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.

(d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?

(e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?

Affectations/Benefits

19.

(a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:

(i) whether there are any existing breaches by any party to it;

(ii) whether there are any matters in dispute; and

(iii) whether the licensor holds any deposit, bond or guarantee.

(b) In relation to such licence:

(i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;

(ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

20. Is the vendor aware of:
    (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
    (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
    (c) any latent defects in the Property?
21. Has the vendor any notice or knowledge that the Property is affected by the following:
    (a) any resumption or acquisition or proposed resumption or acquisition?
    (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
    (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
    (e) any realignment or proposed realignment of any road adjoining the Property?
    (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
22. If the Property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
23.
    (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
    (b) If so, do any of the connections for such services pass through any adjoining land?
    (c) Do any service connections for any other property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to prevent the enjoyment of any rights appurtenant to the Property?

Capacity

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

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 5 business days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
28. If any document created for 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.
29. Searches, surveys and enquiries must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

32. If the Contract is an off the plan contract:
    (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
    (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
    (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.
    (d) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) in relation to the Property? If so, when was it made?
    (e) The vendor should provide an occupation certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all buildings or structures on the Property.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 43/814257

SEARCH DATE	TIME	EDITION NO	DATE
20/10/2026	11:40 AM	5	22/6/2011

LAND

LOT 43 IN DEPOSITED PLAN 814257
AT RAYMOND TERRACE
LOCAL GOVERNMENT AREA PORT STEPHENS
PARISH OF ELDON COUNTY OF GLOUCESTER
TITLE DIAGRAM DP814257

FIRST SCHEDULE

(T AG317712)

SECOND SCHEDULE (4 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 DP616473 RESTRICTION(S) ON THE USE OF LAND
3 DP633229 RESTRICTION(S) ON THE USE OF LAND
4 DP814257 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

261163... PRINTED ON 20/10/2026

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

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Received: 20/10/2026 11:40:20

SIGNATURE AND SEALS ONLY.

Pty. Limited A.C.N. 003 324 209
Common Seal

DIRECTOR.

SECRETARY

SCHEDULE OF CURVED BOUNDARIES			
LOT	CHORD	ARC.	RADIUS
8	160° 23' 25" - 4.449	4.449	128.25
9a	154° 59' 30" - 19.66	19.68	" "
9b	62° 07' 25" - 18.515	18.565	74.75
10	77° 40' 15" - 21.92	22.0	" "
12	83° 19' 25" - 5.5	5.50	56.75
13a	74° 33' 50" - 11.825	11.845	" "
13b	96° 37' 25" - 13.637	14.195	14.5
14a	129° 46' 55" - 2.585	2.59	" "
14b	101° 13' 50" - 13.465	14.005	" "
15	59° 48' 15" - 9.805	10.0	" "
16	20° 02' 25" - 9.92	10.125	" "
17a	157° 08' - 11.285	11.59	" "
17b	159° 47' 30" - 12.51	12.935	" "
18a	12° 57' - 3.835	3.845	" "

SCHEDULE OF CURVED BOUNDARIES			
LOT	CHORD	ARC.	RADIUS
18b	12° 57' 05" - 15.01	15.055	56.79
19	2° 41' 35" - 5.265	5.265	" "
32	18° 38' 40" - 25.37	25.825	39.75
33	61° 40' 45" - 32.87	33.885	" "
36	79° 03' 30" - 22.5	22.56	91.75
37	65° 05' - 22.145	22.2	" "
38a	36° 34' 55" - 5.035	5.035	" "
38b	157° 39' 20" - 7.905	7.905	128.25
68	62° 48' 55" - 18.69	18.695	194.0
69a	67° 45' 15" - 14.745	14.75	" "
69b	157° 38' 40" - 14.155	14.165	108.25
70	148° 08' 20" - 21.72	21.755	" "
71	139° 08' 10" - 12.259	12.265	" "

(A) LAND EXCLUDES MINERALS & IS SUBJECT TO RESV'NS & CONDITIONS IN FAVOUR OF THE CROWN - SEE MEMORANDUM 5700000A

(B) RESERVATIONS & CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT
DP 616473 RESTRICTION ON USER
DP 633229 RESTRICTION ON USER

SCHEDULE OF PERMANENT MARKS			
	BEARING	DISTANCE	TYPE
1	245° 26' 25"	4.425 & 15.595	D.H. & W'S
2	251° 23' 35"	4.39 & 15.59	" "
3	145° 00' 35"	4.35 & 12.645	" "
4	" " "	4.435 & 12.52	" "
5	176° 06' 05"	4.425 & 12.515	" "
6	" " "	4.32 & 12.51	" "
7	44° 34'	4.45 & 214.144	" "
8	90° 02' 05"	4.38 & 12.495	" "
28	234° 00' 40"	4.395 & 13.77	" "
29	224° 58' 35"	4.375 & 15.61	" "
37	186° 48' 10" - 7.01 202° 02' 30" - 7.535		" "

SPLAY CORNERS	
LOT	BEARING & DISTANCE
8	125° 10' 30" - 8.07
9	12° 21' 20" - 5.885
38	97° 39' 40" - 5.885
69	206° 02' 05" - 7.115

△ EASEMENT TO DRAIN WATER 1·5 WIDE

※ EASEMENT TO DRAIN WATER 30 WIDE AND VAR.

SCHEDULE OF CONNECTIONS			
①	CH. 25° 39' 45" - 25.485 A. 25.505 R. 194.0	⑥	169° 33' 40" - 20.16
②	178° 57' 30" - 2.885	⑦	CH. 8° 32' - 3.015 A. 3.02 R. 14.50
③	268° 57' 30" - 3.595	⑪	49° 08' - 4.40
④	180° 02' - 33.585		
⑤	180° 02' - 10.27		

Crown Lands Office Approval

PLAN APPROVED .....
Authorised Officer

Land District .....

Paper No. .....

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

Council Clerk's Certificate

I hereby certify that —

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

*(b) the requirements of section 348 of the † ~~Metropolitan Water, Sewerage and Drainage Act, 1924, as amended~~ Hunter District Water, Sewerage, and Drainage Act, 1938, as amended

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

Subdivision No. 91/116

Date 26 Nov 1991

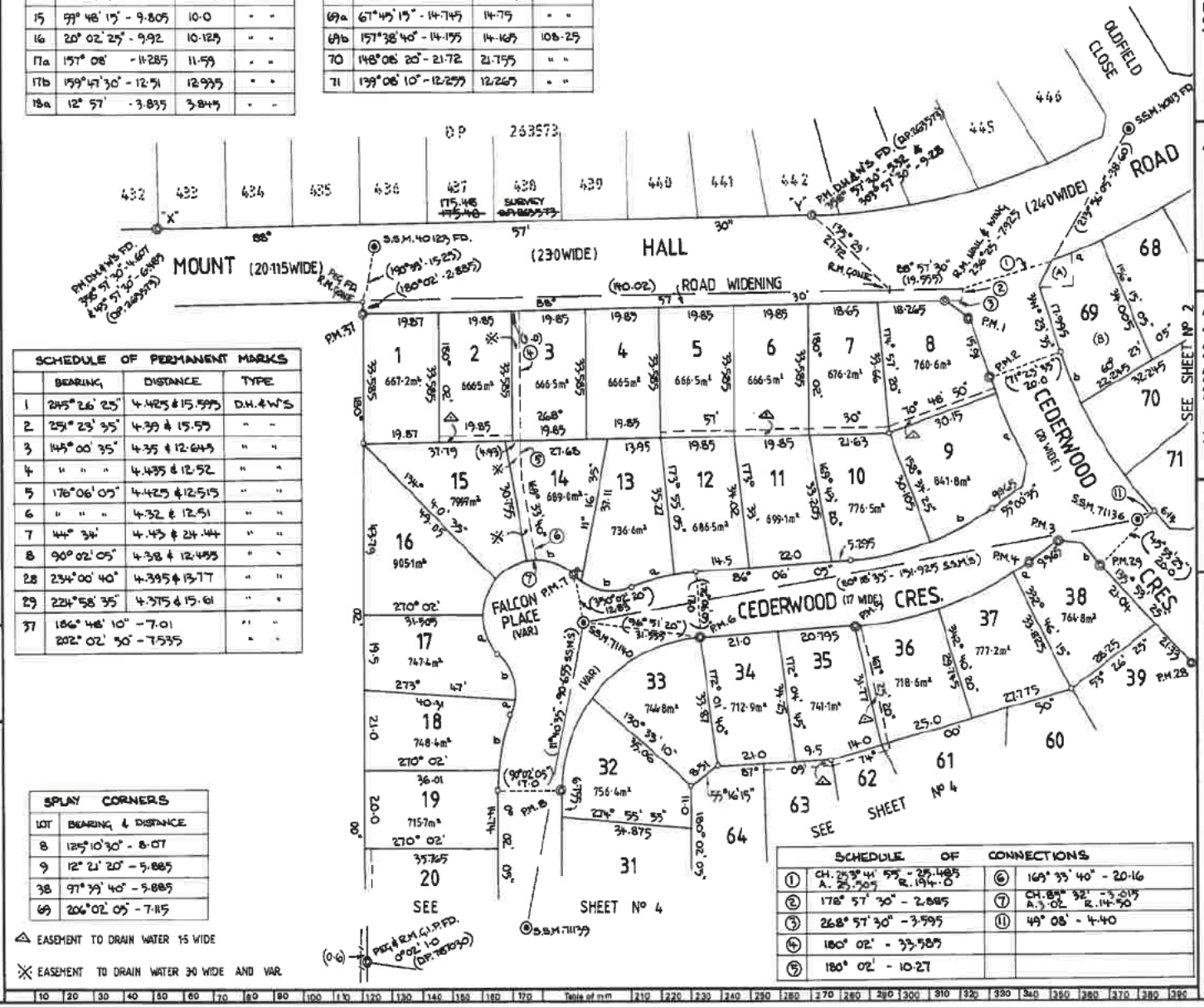
(Signature) Dep. Council Clerk

Council File No. DA 5160/91

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

†Delete if inapplicable.

SURVEYOR'S REFERENCE: MOUNT HALL ROAD - 1



DP 81425 /

Registered: 2.12.1991

C.A: No 91/116 of 26.11.1991

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: 6372-94*
PORT STEPHENS SH 3

Last Plan: DP 787030*

PLAN
SUBDIVISION OF LOTS
311, 312, 313 & 314
DP 787030

Lengths are in metres. Reduction Ratio 1:800

Mun./Shire PORT STEPHENS

Locality: RAYMOND TERRACE

Parish: ELDON

County: GLOUCESTER

This is sheet 1 of my plan in 4 sheets.
(Delete if inapplicable).

I, GRAHAM WALTER OSBORN
of G.W. OSBORN (1985) PTY. LTD.
a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan, OF SUBDIVISION is accurate and has been made in accordance with the Survey Practice Regulations, 1933, and any special requirements of the Department of Lands, and was completed on the 19TH NOVEMBER, 1991

Signature .....
Surveyor registered under Surveyors Act, 1929, as amended.
Datum Line of Azimuth. "X" - "Y" (DP 787030)
#Insert date of survey.

Plans used in preparation of survey/compilation.
DP 787030, DP 715127, DP 263573

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

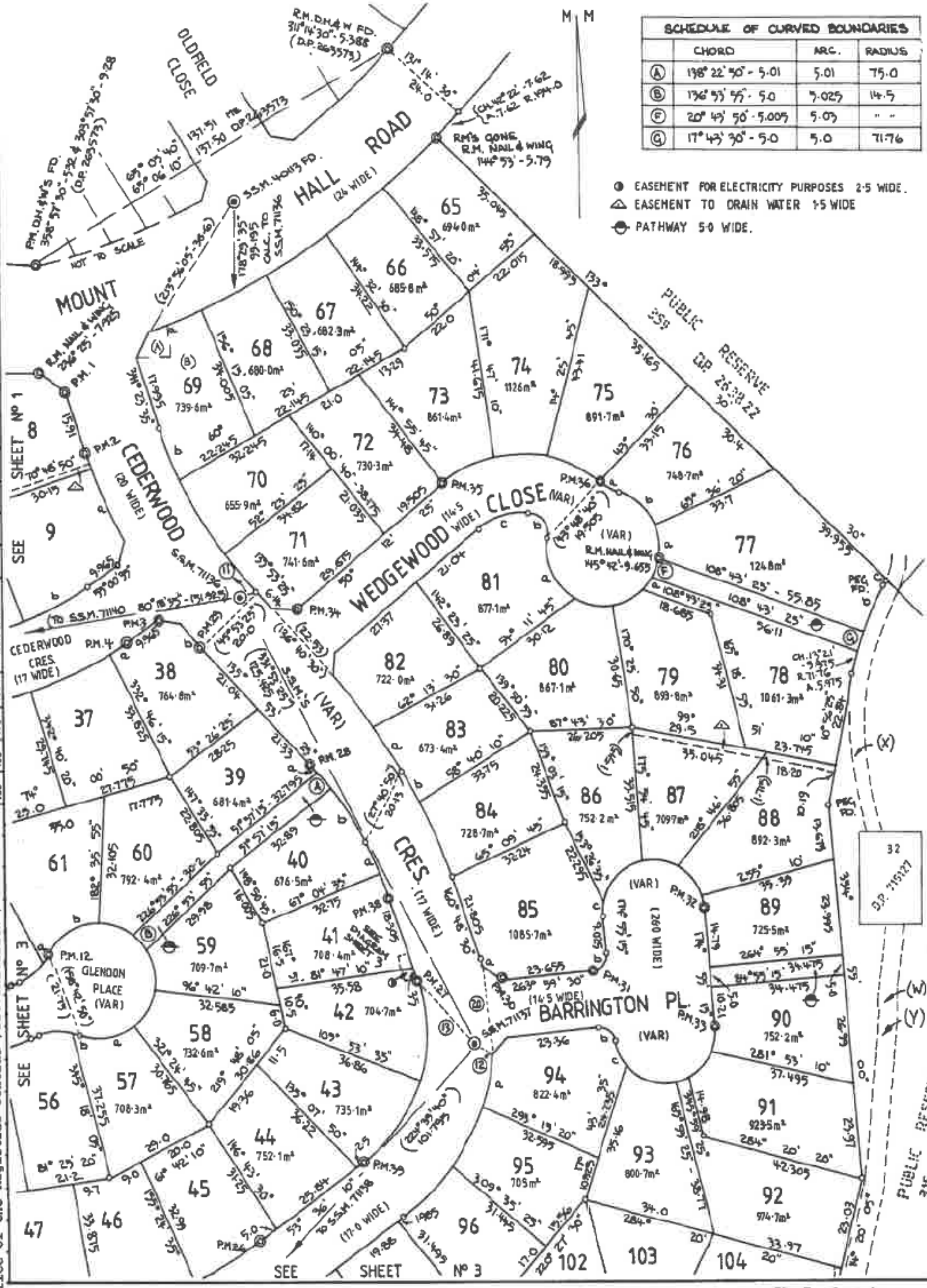
IT IS INTENDED TO DEDICATE THE PATHWAYS TO THE PUBLIC AS ROAD.
IT IS INTENDED TO DEDICATE THE ROAD WIDENING OF MOUNT HALL ROAD, CEDERWOOD CRES., WEDGEWOOD CL., BARRINGTON PL., NOTTINGHAM CL., SHERWOOD PL., ORCHARD PL., GLENDON PL., & FALCON PL TO THE PUBLIC AS ROAD.

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT (1919)
IT IS INTENDED TO CREATE :-
1. RESTRICTION AS TO USER
2. EASEMENT TO DRAIN WATER 3 WIDE & VARIABLE.
3. EASEMENT TO DRAIN WATER 1·5 WIDE.
4. EASEMENT FOR ELECTRICITY PURPOSES 2·5 WIDE & VAR.
5. EASEMENT FOR ELECTRICITY PURPOSES 2·5 WIDE.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

InfoTrack
:R998675 /Doc:DP 0814257 P /Rev:06-Sep-1994 /NSW LRS /Pgs:ALL /Prt:20-Oct-2026 11:43 /Seq:1 of 4
Office of the Registrar-General /Src:InfoTrack /Ref:261163

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Office of the Registrar-General /Src:InfoTrack /Ref:261163



● EASEMENT FOR ELECTRICITY PURPOSES 2·5 WIDE.
△ EASEMENT TO DRAIN WATER 1·5 WIDE
⊖ PATHWAY 5·0 WIDE.

SCHEDULE OF CURVED BOUNDARIES

	CHORD	ARC.	RADIUS
(A)	138° 22' 30" - 5·01	5·01	75·0
(B)	136° 53' 55" - 5·0	5·025	14·5
(F)	20° 43' 50" - 5·005	5·05	" "
(G)	17° 43' 30" - 5·0	5·0	71·76

SCHEDULE OF CURVED BOUNDARIES

LOT	CHORD	ARC.	RADIUS
8	160° 23' 25" - 4·49	4·49	128·25
9a	154° 59' 30" - 19·66	19·675	" "
9b	62° 07' 25" - 18·515	18·565	74·75
37	65° 05' - 22·145	22·195	91·75
38a	56° 34' 55" - 5·035	5·035	" "
38b	137° 39' 20" - 7·905	7·905	128·25
39a	136° 10' 40" - 0·755	0·755	75·0
40a	154° 58' 30" - 6·38	6·385	109·75
96	44° 37' 50" - 17·7	17·775	56·75

LOT	CHORD	ARC.	RADIUS
40b	146° 32' 25" - 16·32	16·35	75·0
41	158° 59' 10" - 6·98	6·985	109·75
42	178° 49' 35" - 24·59	25·0	39·75
43	35° 13' 25" - 25·065	25·5	" "
45	98° 35' - 19·925	19·95	114·75
56	85° 46' 35" - 8·51	8·635	14·5
57a	80° 46' 05" - 14·215	14·86	" "
57b	106° 28' 50" - 1·84	1·84	" "
58	29° 40' 45" - 10·74	11·0	" "
59	167° 23' 10" - 10·185	10·405	" "
60	108° 29' 05" - 9·195	9·355	" "
61a	32° 12' 10" - 2·475	2·48	" "
61b	58° 39' 10" - 15·085	15·865	" "
65	46° 15' - 18·705	18·71	194·0
66	51° 46' 20" - 18·69	18·695	" "
67	57° 17' 40" - 18·69	18·695	" "
68	62° 48' 55" - 18·69	18·695	" "
69a	67° 45' 15" - 14·745	14·75	" "
69b	157° 38' 40" - 14·155	14·165	108·25
70	148° 08' 20" - 21·72	21·755	" "
71	139° 08' 10" - 12·255	12·265	" "
73	63° 21' 35" - 14·675	14·805	32·25
74	88° 56' 55" - 13·89	14·0	" "
75	114° 42' 35" - 14·865	15·0	" "
76a	117° 09' 20" - 5·475	5·505	14·5
76b	131° 44' 35" - 12·47	12·89	" "
77a	174° 00' 10" - 8·38	8·5	" "
77b	24° 41' 50" - 12·435	12·45	71·76
77c	27° 14' 20" - 1·54	1·54	18·25
78a	38° 13' 55" - 3·82	3·83	14·5
79	63° 15' 10" - 8·7	8·835	" "
80	100° 36' 25" - 9·87	10·075	" "
81a	154° 54' - 16·38	17·41	" "
81b	141° 50' 40" - 8·105	9·11	5·5
81c	72° 18' 05" - 13·355	13·69	17·75
82	141° 25' 40" - 16·37	16·375	199·5
83a	145° 39' 45" - 13·11	13·115	" "
83b	149° 32' 30" - 8·835	8·835	126·75
84	156° 10' 25" - 20·485	20·505	" "
85a	161° 42' 40" - 1·79	1·79	56·75
85b	39° 27' 25" - 5·61	6·22	4·0
85c	2° 44' 05" - 3·535	3·545	13·0
86	45° 52' 35" - 14·285	15·125	13·0
87	97° 52' - 9·175	9·375	13·0
88	139° 34' 30" - 9·335	9·55	" "
89	167° 46' 15" - 3·235	3·245	" "
90	8° 16' 15" - 6·005	6·06	" "
91	41° 20' 30" - 8·775	8·95	" "
92	69° 04' 55" - 3·625	3·64	" "
93	108° 30' 25" - 13·55	14·255	" "
94a	11° 56' - 12·97	13·0	56·75
94b	126° 52' 55" - 5·445	5·99	4·0
94c	154° 50' 35" - 6·7	6·775	13·0
95	27° 04' 35" - 16·935	17·0	56·75

SCHEDULE OF PERMANENT MARKS

	BEARING	DISTANCE	TYPE
1	245° 26' 25"	4·425 & 15·595	D.H.&W'S
2	251° 23' 35"	4·39 & 15·55	" "
3	145° 00' 35"	4·35 & 12·645	" "
4	" " "	4·435 & 12·52	" "
26	323° 36' 10"	4·175 & 12·525	" "
27	250° 48' 30"	4·335 & 12·445	" "
28	234° 00' 40"	4·395 & 13·77	" "
29	224° 58' 55"	4·375 & 15·61	D.H.&W & S.S.M.71136
30	353° 59' 25"	4·39 & 10·11	D.H.&W'S
31	355° 09' 45"	4·36 & 10·07	" "
32	84° 55' 15"	4·42 & 21·495	" "
33	82° 20' 45"	4·42 & 21·55	" "
34	316° 23' 25"	4·295 & 10·115	" "
35	320° 12' 25"	4·475 & 10·065	" "
36	43° 48' 40"	4·365 & 13·855	" "
38	250° 48' 30"	4·79 & 12·52	" "
39	323° 36' 10" 323° 36'	4·34 12·55	" "
12	299° 45' 55"	4·405 & 24·5	" "

SCHEDULE OF CONNECTIONS

(11)	49° 08' - 4·40
(12)	112° 33' - 4·75
(13)	318° 38' 50" - 22·055
(20)	173° 59' 30" - 22·39

(X) RIGHT OF CARRIAGEWAY & EASEMENT FOR OVERHEAD POWER CABLES & WATERMAIN 3·5 WIDE (DP 633229)

(W) RIGHT OF CARRIAGEWAY 5 WIDE (X164090)

(Y) PROPOSED EASEMENT FOR SEWERMAIN & RIGHT OF CARRIAGEWAY 5 WIDE (D.P. 715127)

SPLAY CORNERS

LOT	BEARING	DISTANCE
8	125° 10' 30"	8·07
9	12° 21' 20"	5·885
38	97° 39' 40"	5·885
69	206° 02' 05"	7·115
71	93° 02' 40"	5·865
82	184° 21' 05"	5·57
85	124° 18' 20"	6·1
94	43° 40' 40"	6·1

DP814257

Registered: 2·12·1991

This is sheet 2 of my plan in 4 sheets dated 19TH NOVEMBER, 1991

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 4 sheets covered by my Certificate No. 91/116 of 26.11.1991

Dep. Council Clerk

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

Reduction Ratio 1: 800

Plan Drawing only to appear in this space

Surveyor's reference: MOUNT HALL ROAD -

DP 814257

Registered: 2.12.1991

This is sheet 3 of my plan in 4 sheets dated 19TH NOVEMBER, 1991

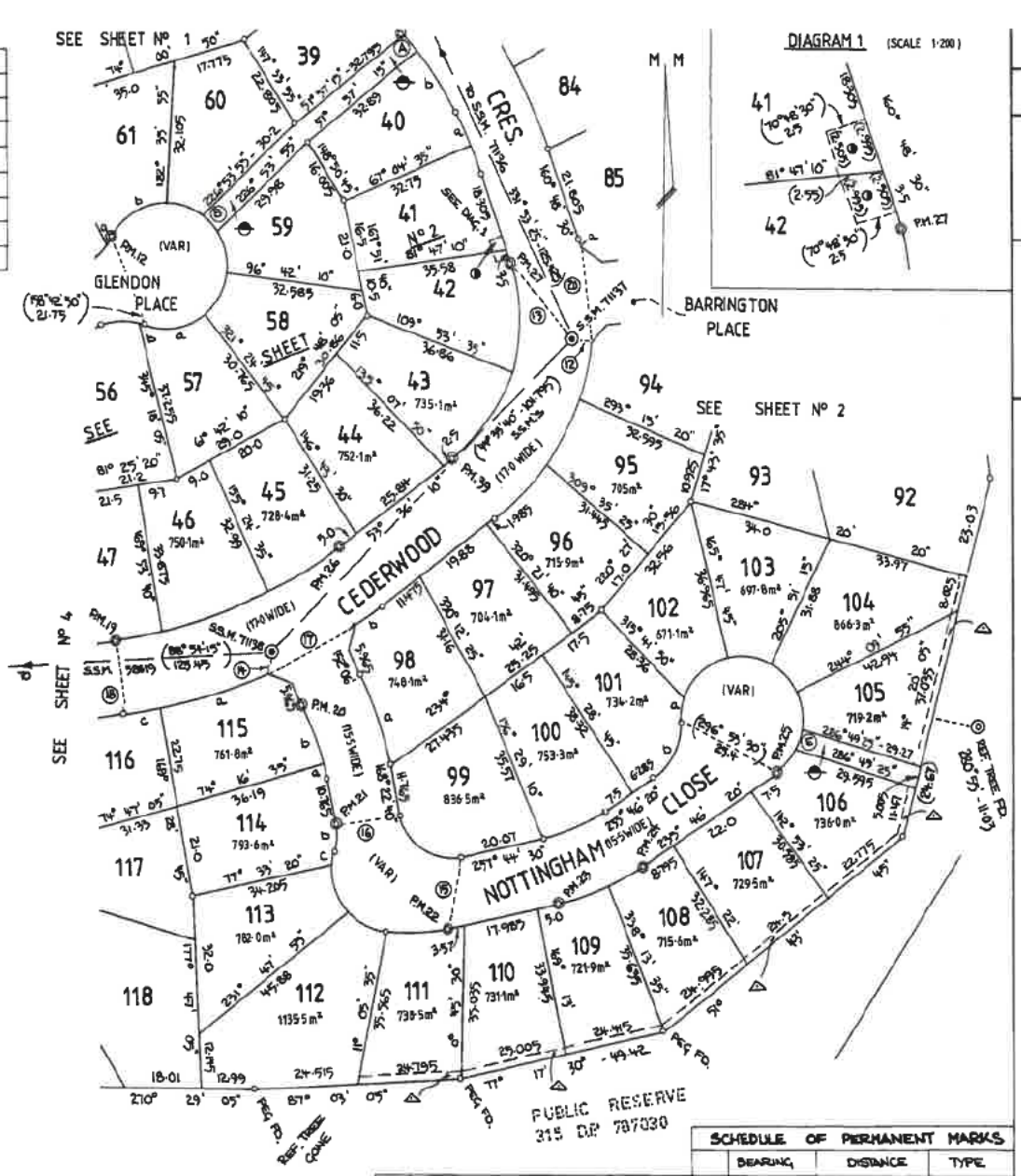
Surveyor registered under Surveyors Act 1929

This is sheet 3 of the plan of 4 sheets covered by my Certificate No. 91/116 of 26.11.1991.

Dep. Council Clerk

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

Reduction Ratio 1: 500



SCHEDULE OF CURVED BOUNDARIES

LOT	CHORD	ARC.	RADIUS
40a	154°58'30" - 8.38	8.385	109.775
40b	146°32'25" - 16.32	16.35	75.0
41	158°59'10" - 6.98	6.985	109.775
42	178°49'35" - 24.59	25.0	39.775
43	35°13'25" - 25.065	25.9	" "
45	58°35' - 19.925	19.95	114.775
46	70°17'20" - 26.875	26.995	" "
47	79°46'25" - 11.09	11.095	" "
56	85°46'35" - 8.51	8.535	14.5
57a	80°46'05" - 14.215	14.855	" "
57b	106°28'50" - 1.84	1.84	" "
58	29°40'45" - 10.74	11.0	" "
59	167°23'10" - 10.185	10.405	" "
60	108°29'05" - 9.195	9.355	" "
61a	32°12'10" - 2.475	2.48	" "
61b	58°39'10" - 15.085	15.865	" "
84	156°10'25" - 20.485	20.505	126.775
85a	16°42'40" - 1.79	1.79	56.775
94	11°56' - 12.97	13.0	" "
95	27°04'35" - 16.935	17.0	" "
96	44°31'50" - 17.7	17.775	" "
98a	160°14'20" - 22.015	22.09	77.775
98b	55°17'45" - 7.78	7.78	131.775
99	123°03'35" - 17.42	19.38	12.25
100	66°45'25" - 16.1	16.2	42.25
101a	8°54'05" - 5.445	5.475	14.5
101b	26°55'35" - 13.99	14.6	" "
102	48°22'05" - 13.905	14.5	" "
103	97°17'30" - 10.05	10.26	" "
104	135°09' - 8.76	8.9	" "
105	170°26'40" - 8.82	8.965	" "
106	41°53'40" - 6.955	7.025	" "
108	60°25'50" - 9.38	9.39	57.775
109	71°24'55" - 12.725	12.775	" "
111	87°31'05" - 14.91	14.985	43.905
112	117°03'05" - 9.805	10.0	14.5
113	160°28'45" - 11.645	11.98	" "
114a	166°45' - 3.535	3.535	62.25
114b	1°24'05" - 6.535	6.59	14.5
114c	9°17'15" - 2.595	2.6	" "
115a	75°01'15" - 26.675	26.72	131.775
115b	158°36'40" - 14.12	14.15	62.25
116c	80°41' - 8.51	8.51	131.775

SCHEDULE OF CONNECTIONS

(12)	112° 35' - 4.775
(13)	318° 38' 50" - 22.095
(14)	189° 52' 30" - 5.06
(15)	190° 26' 25" - 16.80
(16)	82° 04' - 15.53
(17)	62° 06' - 23.48
(18)	352° 32' 05" - 17.0
(20)	173° 59' 30" - 22.39

SCHEDULE OF CURVED BOUNDARIES

	CHORD	ARC.	RADIUS
(A)	138° 22' 50" - 5.01	5.01	75.0
(B)	136° 53' 55" - 5.0	5.025	14.5
(E)	18° 07' 05" - 5.0	5.025	14.5

SPLAY CORNERS

LOT	BEARING	DISTANCE
85	124° 16' 20"	6.1
94	43° 40' 40"	6.1
98	194° 58' 30"	5.86
115	109° 13' 20"	5.865

	BEARING	DISTANCE	TYPE
12	299° 45' 35"	4.405 & 24.5	D.H. & W.'S

SCHEDULE OF PERMANENT MARKS

	BEARING	DISTANCE	TYPE
19	352° 32' 05"	4.385 & 12.53	D.H. & W'S
20	242° 06'	4.345 & 10.955	" "
21	262° 04'	4.44 & 11.065	" "
22	190° 26' 25"	4.785 & 11.965	" "
23	167° 44' 30"	4.415 & 11.095	" "
24	145° 46' 20"	4.42 & 11.075	" "
25	116° 55' 30"	5.075 & 20.545	" "
26	323° 36' 10"	4.175 & 12.525	" "
27	250° 48' 30"	4.335 & 12.445	" "
39	323° 36' 10" 323° 38'	4.34 12.555	" "

PATHWAY 5·0 WIDE

EASEMENT FOR ELECTRICITY PURPOSES 2·5 WIDE

EASEMENT TO DRAIN WATER 1·5 WIDE

Plan Drawing only to appear in this space

:R998675 /Doc:DP 0814257 P /Rev:06-Sep-1994 /NSW LRS /Pgs:ALL /Prt:20-Oct-2026 11:43 /Seq:3 of 4
Office of the Registrar-General /Src:InfoTrack /Ref:261163

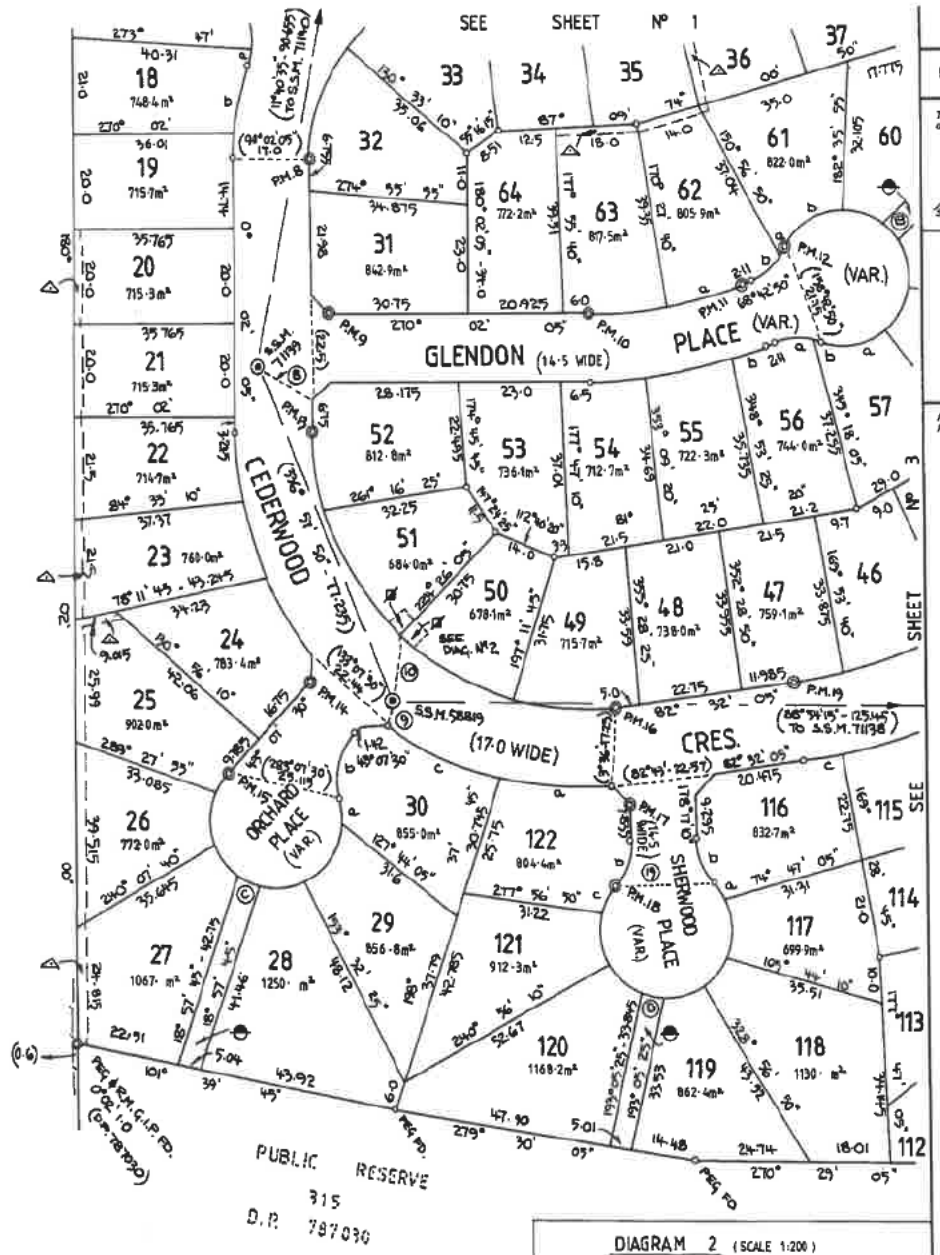
SCHEDULE OF CURVED BOUNDARIES			
LOT	CHORD	ARC.	RADIUS
18a	12° 51' - 3.835	3.845	14.5
18b	12° 51' 05" - 15.01	15.055	56.75
19	2° 41' 35" - 5.265	5.265	" "
22	174° 27' 45" - 14.795	14.78	76.0
23	162° 28' 20" - 16.99	17.025	" "
24	148° 50' 05" - 19.105	19.157	" "
25	33° 14' 45" - 4.975	5.0	14.5
26	1° 38' - 10.74	11.0	" "
27	143° 08' 55" - 8.36	8.48	" "
28	86° 07' 10" - 10.04	10.25	" "
29	35° 14' 40" - 14.77	19.5	" "
30a	173° 52' 25" - 5.41	5.44	" "
30b	13° 07' 30" - 14.5	15.185	" "
30c	114° 10' 55" - 27.58	27.735	76.0
32	18° 38' 40" - 25.37	25.625	39.75
46	70° 17' 20" - 26.875	26.935	114.75
47	79° 46' 25" - 11.05	11.055	" "
49	93° 39' - 22.75	22.89	59.0
50	118° 47' 20" - 28.595	28.88	" "
51	148° 16' 20" - 31.455	31.84	" "
52	171° 53' - 16.73	16.785	" "
54	86° 48' 25" - 12.075	12.08	107.25
55	78° 23' 30" - 19.4	19.425	" "
56a	85° 46' 35" - 8.51	8.635	14.5
56b	70° 57' 30" - 8.4	8.40	107.25
57a	80° 46' 05" - 14.215	14.855	14.5
57b	106° 28' 50" - 1.84	1.84	" "
60	108° 29' 05" - 9.195	9.355	" "
61a	32° 12' 10" - 2.475	2.48	" "
61b	58° 39' 10" - 15.085	15.865	" "
62a	74° 04' 20" - 17.32	17.345	92.75
62b	52° 54' 30" - 7.9	8.0	14.5
63	84° 43' 55" - 17.145	17.17	92.75
115	73° 01' 15" - 26.675	26.72	131.75
116a	144° 46' 45" - 3.985	4.0	14.5
116b	137° 34' 50" - 10.255	10.48	" "
116c	80° 41' - 8.51	8.51	131.75
117	178° 51' 35" - 12.795	13.25	14.5
118	40° 50' 40" - 7.9	8.0	" "
119	74° 54' 20" - 9.085	9.24	" "
120	131° 46' 30" - 9.325	9.495	" "
121	172° 15' 55" - 10.74	11.0	" "
122a	94° 22' 50" - 24.69	24.8	76.0
122b	18° 59' 25" - 10.255	10.48	14.5
122c	28° 50' 50" - 6.145	6.505	" "

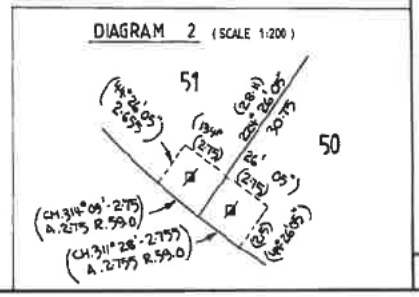
SCHEDULE OF PERMANENT MARKS			
	BEARING	DISTANCE	TYPE
8	90° 02' 05"	4.38 & 12.455	D.H.&W'S
9	0° 02' 05"	4.335 & 10.08	" "
10	" " "	4.405 & 10.035	" "
11	338° 42' 50"	4.325 & 10.065	" "
12	299° 45' 55"	4.405 & 24.50	" "
13	90° 02' 05"	4.42 & 12.575	" "
14	285° 58' 05"	4.88 & 19.11	D.H.&W S.S.M. 58819
15	313° 07' 30"	4.355 & 24.535	D.H.&W'S
16	3° 36' 05"	4.415 & 12.765	" "
17	262° 32' 10"	4.335 & 10.065	" "
18	331° 23' 30"	4.745 & 21.34	" "
19	352° 32' 05"	4.385 & 12.53	" "

SCHEDULE OF CURVED BOUNDARIES			
	CHORD	ARC.	RADIUS
(B)	136° 53' 55" - 5.0	5.025	14.5
(C)	116° 23' 05" - 5.04	5.065	" "
(D)	103° 05' 25" - 5.0	5.025	" "

SPLAY CORNERS		
LOT	BEARING	DISTANCE
24	181° 37' 15"	5.99
30	266° 37' 55"	5.99
31	135° 02' 05"	5.695
52	45° 02' 05"	5.695
116	40° 24' 30"	5.935
122	130° 55' 35"	5.42

SCHEDULE OF CONNECTIONS	
(6)	114° 53' 40" - 13.895
(9)	204° 00' 40" - 4.48
(10)	4° 48' 35" - 15.21
(14)	88° 17' 10" - 21.75





PATHWAY 5·0 WIDE

EASEMENT FOR ELECTRICITY PURPOSES 2·5 WIDE & VAR

EASEMENT TO DRAIN WATER 1·5 WIDE

D.P. 814257

Registered: 2.12.1991

This is sheet 4 of my plan in 4 sheets dated 19TH NOVEMBER, 1991

Surveyor registered under Surveyors Act 1929

This is sheet 4 of the plan of 4 sheets covered by my Certificate No. 91/116 of 26.11.1991.

Dep. Council Clerk

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

Reduction Ratio 1:800

Plan Drawing only to appear in this space

:R998675 /Doc:DP 0814257 P /Rev:06-Sep-1994 /NSW LRS /Pgs:ALL /Prt:20-Oct-2026 11:43 /Seq:4 of 4
ffice of the Registrar-General /Src:InfoTrack /Ref:261163

q:R998677 /Doc:DP 0814257 B /Rev:06-Sep-1994 /NSW LRS /Pgs:ALL /Prt:20-Oct-2026 11:43 /Seq:1 of 5
Office of the Registrar-General /Src:InfoTrack /Ref:261163

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

Lengths are in metres

PART 1

Plan: DP814257

Subdivision of Lots 311, 312, 313 and 314 in Deposited Plan 787030 Parish of Eldon covered by Council Clerk's Certificate No. 91/116 OF 26-11-1991

Full Name and Address of Proprietor of the land:

DOMLIX PTY. LIMITED
Lot 10 Racecourse Rd, Rutherford

1. Identity of Easement or Restrictions firstly referred to in the abovementioned Plan

Restriction as to User.

Schedule of Lots etc., Affected

Lots Burdened	Lots, Name of Road or Authority benefited
Every Lot	Every other lot

2. Identity of Easement or Restriction secondly referred to in the abovementioned Plan

Easement to Drain Water 3 wide and variable

Schedule of Lots etc., Affected

Lots Burdened	Lots, Name of Road or Authority benefited
3	Mount Hall Road
14	Mount Hall Road & Lot 3

3. Identity of Easement or Restriction thirdly referred to in the abovementioned Plan

Easement to Drain Water 1.5 wide

Schedule of Lots etc., Affected

Lots Burdened	Lots, Name of Road or Authority benefited
2	1
5	4
6	4, 5
7	4, 5 & 6
8	4, 5, 6 & 7
20	19
21	19 & 20
22	19, 20 & 21
23	19, 20, 21 & 22
25	19, 20, 21, 22, 23 & 24
26	19, 20, 21, 22, 23, 24 & 25
27	19, 20, 21, 22, 23,24, 25 & 26

This is Sheet 1 of a 5 Sheet Instrument .....

REGISTERED 2-12-1991

q:R998677 /Doc:DP 0814257 B /Rev:06-Sep-1994 /NSW LRS /Pgs:ALL /Prt:20-Oct-2026 11:43 /Seq:2 of 5
Office of the Registrar-General /Src:InfoTrack /Ref:261163

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

Lengths are in metres

PART 1

Plan: DP814257

Subdivision of Lots 311, 312, 313 and 314 in Deposited Plan 787030 Parish of Eldon covered by Council Clerk's Certificate No. ✱ 91/116 OF 26-11-1991

Full Name and Address of Proprietor of the land:

DOMLIX PTY. LIMITED
Lot 10 Racecourse Rd, Rutherford

3. Identity of Easement or Restriction thirdly referred to in abovementioned Plan

Easement to Drain Water 1.5 wide

Schedule of Lots etc., Affected

Lots Burdened	Lots, Name of Road or Authority benefited
	64
63	63, 64
62	62, 63 & 64
61	61, 62, 63 & 64
36	86
87	87, 86
88	92
104	92, 104
105	112
111	111, 112
110	110, 111, 112
109	109, 110, 111, 112
108	108, 109, 110, 111, 112
107	107, 108, 109, 110, 111, 112
106	

4. Identity of Easement or Restriction fourthly referred to in the abovementioned Plan

Easement for Electricity purposes 2.5 wide and variable.

Schedule of Lots etc., Affected

Lots Burdened	Lots, Name of Road or Authority benefited
	Shortland Electricity
50	Shortland Electricity
51	

5. Identity of Easement or Restriction fifthly referred to in the abovementioned Plan

Easement for Electricity purposes 2.5 wide

Schedule of Lots etc., Affected

Lots Burdened	Lots, Name of Road or Authority benefited
	Shortland Electricity
41	Shortland Electricity
42	

This is Sheet 2 of a 5 Sheet Instrument .....

REGISTERED 2-12-1991

q:R998677 /Doc:DP 0814257 B /Rev:06-Sep-1994 /NSW LRS /Pgs:ALL /Prt:20-Oct-2026 11:43 /Seq:3 of 5
Office of the Registrar-General /Src:InfoTrack /Ref:261163

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

Lengths are in metres

PART 2

Plan: DP814257

Subdivision of Lots 311, 312, 313 and 314 in Deposited Plan 787030 Parish of Eldon covered by Council Clerk's Certificate No. 91/116 OF 26-11-1991

Full Name and Address of Proprietor of the land:

DOMLIX PTY. LIMITED
Lot 10 Racecourse Rd, Rutherford

1. **Terms of Easement or Restriction firstly referred to in the above-mentioned Plan**

(a) No main building or buildings shall be erected on each Lot burdened other than with external walls of brick and/or brick veneer and/or glass and/or timber and/or stone PROVIDED the proportion of brick and/or brick veneer shall not be less than thirty five percentum (35%) of the total area of the external walls. Timber shall not be used in external walls except in conjunction with all or any of the abovementioned materials and the proportion shall not exceed twenty five percentum (25%) of the total area of the external walls.

(b) No building, buildings or outbuilding shall be permitted to remain erected on each Lot burdened having external walls comprised of asbestos cement, fibro cement, vinyl cladding or any like or similar building material.

(c) No main building shall be erected or permitted to remain erected on each Lot burdened having a total internal floor area of less than 110 square metres exclusive of car accommodation, external landings and patios.

(d) No main building or buildings shall be used or permitted to be used other than for residential accommodation for a single family unit. No building or buildings shall be constructed or used or permitted to be used as a duplex or multiple occupancy dwelling.

(e) No building shall be erected on each Lot burdened having a roof of other than tiles whether terracotta or cement or of colorbond type material PROVIDED THAT any such colorbond material shall have a low reflective index decking PROVIDED FURTHER that a building may have a roof of aluminium or steel decking where the pitch of such roof is not greater than three degrees to the horizontal.

(f) No building or buildings other than a main building shall be erected or permitted to remain on each Lot burdened where the apex or highest point of such roof above the natural ground level exceeds 6.1 metres.

(g) No building or buildings shall be erected on each Lot burdened having a roof or walls of corrugated galvanised iron PROVIDED this restriction shall not apply to bullnosed verandahs.

(h) No earth, stone, gravel or tree shall be removed or excavated from any Lot burdened except where such removal or excavation is necessary for the erection of a building, structure or facility. No lot shall be permitted to be, appear or remain in an excavated or quarried state unless same has been fully landscaped.

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

This is Sheet 3 of a 5 Sheet Instrument .....

REGISTERED 2.12.1991

q:R998677 /Doc:DP 0814257 B /Rev:06-Sep-1994 /NSW LRS /Pgs:ALL /Prt:20-Oct-2026 11:43 /Seq:4 of 5
Office of the Registrar-General /Src:InfoTrack /Ref:261163

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

Lengths are in metres

PART 2

Plan: DP814257

Subdivision of Lots 311, 312, 313 and 314 in Deposited Plan 787030 Parish of Eldon covered by Council Clerk's Certificate No. 91/116 OF 26-11-1991

Full Name and Address of Proprietor of the land:

DOMLIX PTY. LIMITED
Lot 10 Racecourse Rd, Rutherford

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

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

(l) No obnoxious noise or offensive occupation, trade, business or manufacture or home industry shall be conducted or carried out on any Lot burdened.

(m) No fence shall be erected on any Lot burdened to divide from any adjoining land owned by Domlix Pty. limited without the consent of those persons but such consent shall not be withheld if such fence is erected without expense to Domlix Pty. limited PROVIDED this restriction shall remain in force only during such time as those persons are the registered proprietor of any land in the Plan.

(n) 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 same.

The person having the right to release, vary or modify these Restrictions is DOMLIX PTY. LIMITED for such period as they are the registered proprietor of any land in the Plan or for a period of three years from the date of registration of the Plan, whichever is the later.

4. Terms of Easement or Restriction fourthly and fifthly referred to in the abovementioned Plan

(a) Reserving to and in favour of the Shortland County Council for the purpose of enabling the supply of electricity full right and liberty:

(i) To install and maintain a padmount substation/underground cable/ service fuse pillar and delay cables in connections beneath the surface of that part of the land delineated in the plan and therein referred to as "easement for electricity purposes 2.5 wide and variable" and "easement for electricity purposes 2.5 wide".

This is Sheet 4 of a 5 Sheet Instrument .....

REGISTERED 2.12.1991

q:R998677 /Doc:DP 0814257 B /Rev:06-Sep-1994 /NSW LRS /Pgs:ALL /Prt:20-Oct-2026 11:43 /Seq:5 of 5
Office of the Registrar-General /Src:InfoTrack /Ref:261163

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

Lengths are in metres (Sheet 5 of 5 Sheets)

PART 2

Plan: DP814257 Subdivision of Lots 311, 312, 313 and 314 in Deposited Plan 787030 Parish of Eldon covered by Council Clerk's Certificate No. 91/116 OF 26-11-1991

Full Name and Address of Proprietor of the land: DOMLIX PTY. LIMITED Lot 10 Racecourse Rd, Rutherford

(ii) For the purpose aforesaid for the said Shortland County Council and/or by its authorised servants from time to time and at all reasonable times to enter into and upon the said land and to pass on/or pass over the same for all purposes whatsoever connected with the rights created by Paragraph (i) hereof.

The name of the person or authority whose consent is required to release vary or modify the Easement and Restriction secondly and thirdly referred to in the abovementioned Plan is the Council of the Shire of Port Stephens.

The name of the person or authority whose consent is required to release vary or modify the Easement for electricity purposes fourthly and fifthly referred to in the abovementioned Plan is Shortland Electricity.

This is Sheet 5 of a 5 Sheet Instrument .....

Domlix Pty. Limited A.C.N. 002 524 923 Common Seal

DIRECTOR.

SECRETARY

METWAY BANK LIMITED (Incorporated in Queensland)

Signed and on behalf of DAVID WILLIAM TINDALL CHRISTINE WAINWRIGHT by its Attorneys who hereby states that they have not received any notice of the revocation of Power of Attorney registered No. 511 Book 3639 Miscellaneous register under the authority of which they now execute the within document.

Dated at Sydney this 27th day of November 1991

Signed in my presence by the said DAVID WILLIAM TINDALL CHRISTINE WAINWRIGHT

who are personally known to me

Attorney Attorney

REGISTERED 2.12.1991

InfoTrack

:R998674 /Doc:DP 0616473 P /Rev:26-Nov-1992 /NSW LRS /Pgs:ALL /Prt:20-Oct-2026 11:43 /Seq:1 of 1
Office of the Registrar-General /Src:InfoTrack /Ref:261163

DIAGRAM 1:800

DIAGRAM 1:1250

No	BEARING	DIST
1		301 685
2		167 230
3		133 230
4	180°05'00"	63 965
5	0°05'00"	48 800
6	270°05'00"	36 35
7	180°05'00"	48 800
8	0°05'00"	48 200
9	270°05'00"	10 285
10	180°05'00"	64 000
11	190°18'00"	66 800
12	184°00'00"	79 000
13	166°00'00"	35 800
14	188°00'00"	10 000
15	196°30'00"	28 800
16	81°00'00"	21 800
17	221°00'00"	99 800
18	179°57'15"	87 000
19	269°57'15"	60 000
20	269°57'15"	74 000
21	264°24'05"	36 170
22	276°30'29"	36 170
23	269°57'15"	72 000
24	359°57'15"	31 800
25	269°57'15"	69 890
26	179°57'15"	30 190

Council Clerk's Certificate

I hereby certify that –

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

*(b) the requirements of section 248 of the Metropolitan Water Sewerage and Drainage Act, 1924, as amended, (Hunter District Water, Sewerage, and Drainage Act, 1938, as amended

have been complied with by the applicant in relation to the proposed Subdivision (Insert "new road", "subdivision" or "consolidated lot") set out here

Subdivision No. 81/31

Date 7.4.81

(Signature) Council Clerk

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

(Delete if inapplicable.

Registered: 29.4.1981

C.A.: No 81/31 of 7.4.81

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: PORT STEPHENS SM 9,20

D.P. 253478

Last Plan: D.P 609388

PLAN OF SUBDIVISION LOT 1G32 D.P. 609388

Reduction Ratio 1: 800
Lengths are in metres.

Meas./Shire Glay: PORT STEPHENS

Locality: RAYMOND TERRACE

Parish: ELDON

County: GLOUCESTER

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

I, PHILIP RAYMOND BLACKLEY

of 57 HUNTER ST, NEWCASTLE

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan

a sources and has been made *(1) by me (2) under my supervision – supervision in accordance with the Survey Practice Regulations, 1933, and was completed on the

17 MAR 81

Signature P.R. Blackley

Surveyor registered under Surveyors Act, 1929, as amended
Date Line of Approvals
*Strike out either (1) or (2). Insert date of survey.

Panel for use only for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user.

~~I, [illegible] to dedicate~~ to user.

IT IS INTENDED TO CREATE THE FOLLOWING RESTRICTIONS AS TO USER PURSUANT TO THE PROVISIONS OF SECTION 88B OF THE CONVEYANCING ACT 1919 :-

1. RESTRICTIONS AS TO USER

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SURVEYOR'S REFERENCE: 72/5G3

I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this day.

30th April, 1981

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

Sheet 1 of 2 Sheets

PART 1

Plan: DP616473	Subdivision of the land in Certificate of Title Volume 14149 Folio 234 covered by Council Clerk's Certificate NO. 81/31.
Full Name and Address of Proprietor of Land:	Hunter Valley Developments Pty.Limited 141 Elizabeth Street, Sydney.
Full Name and Address of Mortgagee:	Finance Corporation of Australia Limited 50 Margaret Street, Sydney.
1. Identity of Easement or restriction firstly referred to in abovementioned plan:	Restrictions as to user.
Lots Burdened 1633	Lots, Name of Road, or authority benefited lot 1634.

PART 2

Terms of Easement or restrictions firstly referred to in abovementioned plan.

(a) No building shall be erected on any lots fronting Mount Wall Road or any extension thereof with external walls or wall of materials other than brick, stone, concrete, glass,timber or asbestos cement or any combination of the same provided that timber or asbestos cement shall not be used in external walls except as infill panels in conjunction with all or any of the other materials in this clause referred to and the proportions of timber and/or asbestos cement so used in relation to the total external wall area shall not exceed fifteen (15) per cent thereof. PROVIDED THAT nothing in this covenant contained shall preclude or prohibit a building having an inner frame work of its external walls constructed of timber or other materials with an external brick face.

(b) No fence shall be erected on any lot to divide it from any adjoining lots without the consent of HUNTER VALLEY DEVELOPMENTS PTY. LIMITED first had and obtained and such consent shall be deemed to have been given in respect of every fence erected at the date of registration of the deposited plan and in respect of every fence erected without expense to Hunter Valley Developments Pty.Limited.

(c) No main building shall be erected on any lot fronting Mount Wall Road or any extension thereof having a roof of corrugated tin, iron or fibro and any building having a roof of aluminium or steel decking of any nature shall be of non-reflective material and shall not be visible from any street.

(d) Any release variation or modification of these restrictions shall be made and done in all respects at the cost of the person or persons requesting the same.

The corporation having the right to release, vary or modify these restrictions as to user is HUNTER VALLEY DEVELOPMENTS PTY. LIMITED

J. Rodrigo.

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

Sheet 2 of 2 Sheets

Plan: DP616473 Subdivision of the land in Certificate of Title Volume 14149 Folio 234 covered by Council Clerk's Certificate No. 81/31.

THE COMMON SEAL of HUNTER VALLEY DEVELOPMENTS PTY. LIMITED was hereunto duly affixed by authority of the Board and in the presence of:-

HUNTER VALLEY DEVELOPMENTS PTY. LIMITED Common Seal

DIRECTOR

J. Rodrigo
SECRETARY

AND I HEREBY declare that at the time of the execution by me of this instrument I have no notice of the revocation of the Power of Attorney dated 3rd October 1980 from Finance Corporation of Australia Limited to me registered No. 610 Book 3432 under authority of which I have executed the said instrument.
Signed in my presence for and on behalf of FINANCE CORPORATION OF AUSTRALIA by as one of the duly constituted attorneys who is personally known to me:-

AND I HEREBY DECLARE that at the time of the execution by me of this instrument I have no notice of the revocation of the Power of Attorney dated 3rd October, 1980, from FINANCE CORPORATION OF AUSTRALIA LIMITED to me registered No. 610 Book 3432 under authority of which I have executed the said instrument.
Signed in my presence for and on behalf of FINANCE CORPORATION OF AUSTRALIA LIMITED by Shari Ann Samuels as one of the duly constituted Attorneys who is personally known to me. Penelope Chatburn

SECURITIES MANAGER

INSTRUMENT SETTING OUT INTERESTS CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919, LODGED WITH DP616473

29-4-1981

I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this day.

30th April, 1981

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PLAN FORM 2

Plan Drawing only to appear in this space

• OFFICE USE ONLY

D. P. 6 3 3 2 2 9

Registered: 19-9-1989

C.A.: No 83/22 of 11-4-1989

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: PORT STEPHENS SH 3 49

Last Plan: D.P. 253478 at D.P. 616473

PLAN OF SUBDIVISION OF LOT 1633 D.P. 616473

Reduction Ratio 1: 2500 Lengths are in metres.

Mun./Shire Clty: PORT STEPHENS

Locality: RAYMOND TERRACE

Parish: ELDON

County: GLOUCESTER

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

I, MICHAEL DOUGLAS COOPER of PULVER COOPER & BLACKLEY, N'CLE a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan ... is accurate and has been made *I/under my (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on *A. 3. 87

Signature: M. D. Cooper

Surveyor registered under the Surveyors Act, 1929, as amended. Datum Line of Azimuth A-B *Delete one either (1) or (2). †Insert date of survey.

Panel for use only for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 - 1964 IT IS INTENDED TO CREATE :

1. RIGHT OF CARRIAGEWAY 3·5 WIDE.
2. EASEMENT FOR OVERHEAD POWER CABLES 3·5 WIDE
3. EASEMENT FOR WATERMAIN 3·5 WIDE.
4. RESTRICTIONS AS TO USER.

Signatures and seals only.

The Common Seal of Lecombe Developments Pty Limited was hereunto affixed in pursuance of the Board of Directors and in the presence of

Secretary

Director

Director

Secretary

Common Seal

Council Clerk's Certificate

I hereby certify that –

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

*(b) the requirements of section 94B of the Hunter Water Corporation Act 1991 (commencing Hunter District Water, Sewerage, and Drainage Act, 1938, as amended

have been complied with by the applicant in relation to the proposed SUBDIVISION (Insert "new road", "subdivision" or "consolidation") as our herein

Subdivision No. 83/22

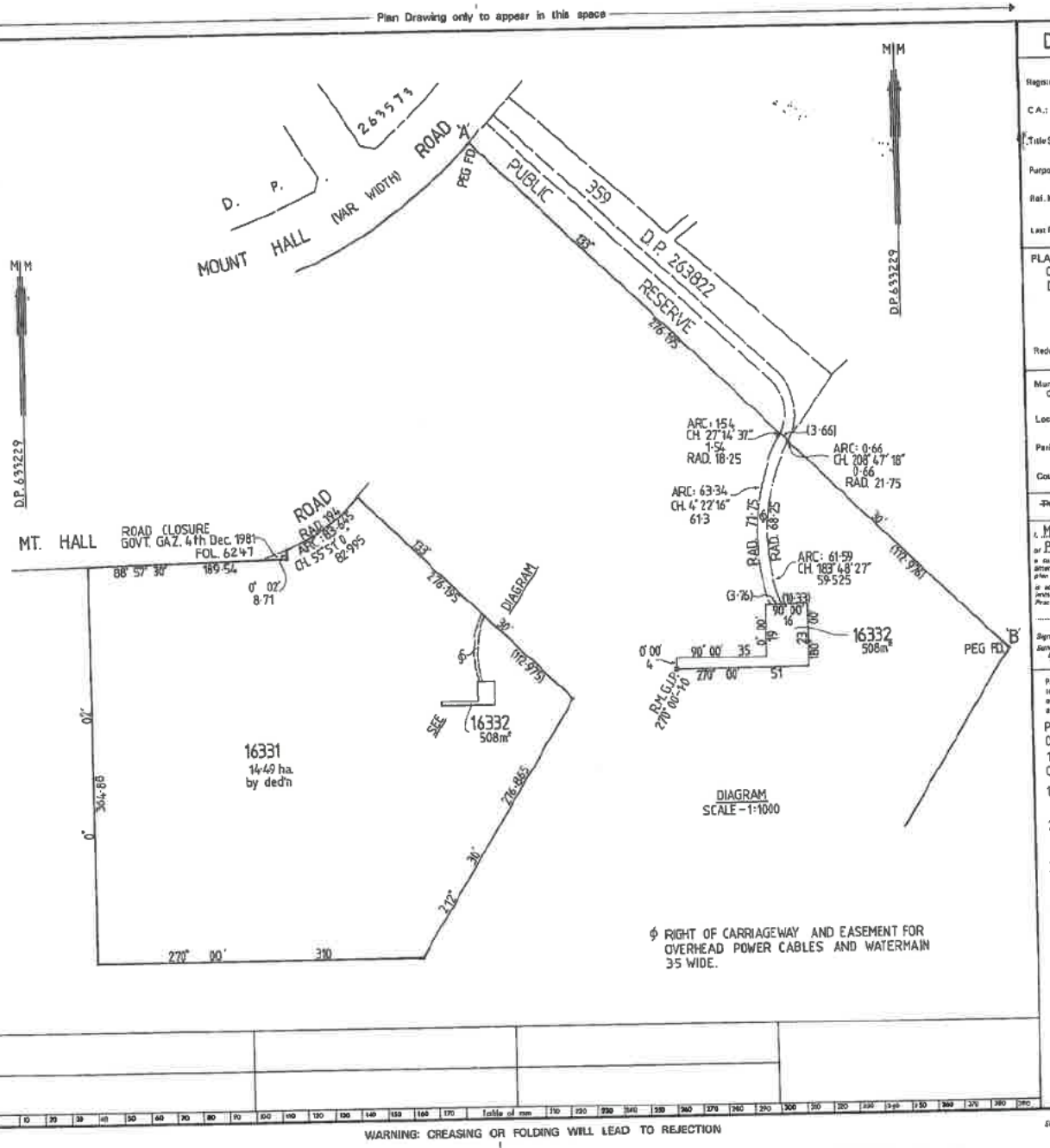
Date 11-4-1989

(Signature) Deputy Council Clerk

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

†Delete if inapplicable.

M.P.D.



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SURVEYOR'S REFERENCE: 72/563/SA/L 16331, 16332

I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this day.

28th September, 1989

DP 633229

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INSTRUMENT SETTING OUT TERMS OF RIGHT-OF-CARRIAGEWAY AND EASEMENT FOR WATERMAIN AND OVERHEAD POWER CABLES AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919-1964.

Lengths are in metres (Sheet 1 of 2 sheets)

0P633229 PART 1

Plan: Subdivision of Lot 1633 in DP 616473
Council's Approval No 83/22

Full name and address of Proprietor of the land: Lidcombe Developments Pty. Limited, 12th Floor, 175 Pitt Street, SYDNEY. N.S.W. 2000.

1. Identity of Easement or Restriction firstly referred to in abovementioned plan: Right-of-carriageway 3.5 wide

SCHEDULE OF LOTS, ETC., AFFECTED

Lots Burdened	Lots, Name of Road or Authority Benefited
16331	The Hunter District Water Board

2. Identity of Easement or Restriction secondly referred to in abovementioned plan: Easement for Overhead Power Cables 3.5 wide

SCHEDULE OF LOTS, ETC., AFFECTED

Lots Burdened	Lots, Name of Road or Authority Benefited
16331	The Hunter District Water Board

3. Identity of Easement or Restriction thirdly referred to in abovementioned plan: Easement for Watermain 3.5 wide

SCHEDULE OF LOTS, ETC., AFFECTED

Lots Burdened	Lots, Name of Road or Authority Benefited
16331	The Hunter District Water Board

4. Identity of Easement or Restriction fourthly referred to in abovementioned plan: Restrictions as to User

SCHEDULE OF LOTS, ETC., AFFECTED

Lots Burdened	Lots, Name of Road or Authority Benefited
16331	The Hunter District Water Board

HUNTER VALLEY DEVELOPMENTS PTY. LIMITED Common Seal

Director
Secretary

SHEET MUST NOT BE FOLDED OR CREASED

INSTRUMENT SETTING OUT TERMS OF RIGHT-OF-CARRIAGEWAY AND EASEMENT FOR WATERMAIN AND OVERHEAD POWER CABLES AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919-1964.

Lengths are in metres (Sheet 2 of 2 sheets)

L: 633229 PART 2

Plan: Subdivision of Lot 1633 in DP 616473
Council's Approval No 83/22.

Full name and address of Proprietor of the land: Lidcombe Developments Pty. Limited, 12th Floor, 175 Pitt Street, SYDNEY. N.S.W. 2000.

1. Terms of Easement for Overhead Power Cables 3.5 wide secondly referred to in the abovementioned plan:

Reserving to and in favour of the Hunter District Water Board for the purpose of enabling the supply of electricity to a Wastewater Pumping Station full right and liberty:-

a) To erect and maintain cables and connections above the surface of that part of the land delineated in the plan and therein referred to as "Easement for "Overhead Power Cables 3.5 wide".

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

2. Terms of Easement for Watermain 3.5 wide thirdly referred to in the abovementioned plan:

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

3. Terms of Restrictions as to User fourthly referred to in the abovementioned plan:

No building shall be erected nor any structures of any kind placed over or under the servient tenement delineated on plan as "right of carriageway and easement for overhead power cables and watermain 3.5 wide" except with the prior consent in writing of the Hunter District Water Board and except in compliance with any conditions which the Hunter District Water Board may specify in such consent.

The person having the right to release, vary or modify these restrictions is the Hunter District Water Board, its successors or assigns.

The Common Seal of Lidcombe Developments Pty. Limited was hereunto affixed in pursuance to a resolution of the Board of Directors and in the presence of:

Secretary
Director

LIDCOMBE DEVELOPMENTS PTY. LIMITED Common Seal

HUNTER VALLEY DEVELOPMENTS PTY. LIMITED Common Seal

DIRECTOR
SECRETARY

SHEET MUST NOT BE FOLDED OR CREASED

FRAME 1

I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this day.

20th September, 1983

INSTRUMENT SETTING OUT INTERESTS CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919, LODGED WITH DP 633229

19-9-1983

FRAME 2

I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this day.

20th September, 1983

:R999678 /Doc:DP 0633229 B /Rev:16-Dec-1992 /NSW LRS /Pgs:ALL /Prt:20-Oct-2026 11:43 /Seq:2 of 2
ffice of the Registrar-General /Src:InfoTrack /Ref:261163

PORT STEPHENS COUNCIL

ABN 16 744 377 876

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

APPLICANT DETAILS:

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

Reference: **261163**

Issue Date: **20/10/2026**

PROPERTY DESCRIPTION:

18 Cederwood Crescent RAYMOND TERRACE NSW 2324 Parcel No: 25881
LOT: 43 DP: 814257

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

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

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

PART A: INFORMATION PROVIDED UNDER SECTION 10.7(2)

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

1. Names of relevant planning instruments and development control plans

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

State Environmental Planning Policies

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

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

State Environmental Planning Policy (Housing) 2021
All chapters

State Environmental Planning Policy (Sustainable Building) 2022
All chapters

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

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

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

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

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

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

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

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

Chapter 4 Koala habitat protection 2021

Local Environmental Plan

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

Port Stephens Development Control Plan 2025.

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

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

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

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

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

a) The identity of the zone –

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

b) The purposes for which development in the zone –

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

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

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

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

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

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

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

Port Stephens Local Infrastructure Contributions Plan 2020

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

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

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

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

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

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

Agritourism and Farm Stay Accommodation Code

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Exempt development

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

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

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

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

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

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

6. Affected building notices and building product rectification orders

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

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

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

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

No

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

No

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

7. Land reserved for acquisition

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

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

8. Road widening and road realignment

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

9. Flood related development controls information

The land or part of the land is between the flood planning area and the probable maximum flood and is subject to flood related development controls. If you wish to apply for a Flood Certificate, please refer to Council's Flood Certificate Information on our website at www.portstephens.nsw.gov.au

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

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

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

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

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

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

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

11. Bush fire prone land

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

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

12. Loose-fill asbestos insulation

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

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

13. Mine Subsidence

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

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

14. Paper subdivison information

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

Not applicable.

15. Property vegetation plans

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

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

16. Biodiversity stewardship sites

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

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

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

17. Biodiversity certified land

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

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

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

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

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

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

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

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

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

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

20. Western Sydney Aerotropolis

Not applicable to the Port Stephens Local Government Area.

21. Development consent conditions for seniors housing

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

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

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

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

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

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

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

23. Water or sewerage services

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

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

24. Special entertainment precincts

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

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

25. Interim development in future infrastructure corridors

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

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

Additional matters

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

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

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

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

HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SEWER LOCATION DIAGRAM

Enquiries 1300 657 657

APPLICANT'S DETAILS

InfoTrack
18 CEDERWOOD
RAYMOND TERRACE NSW

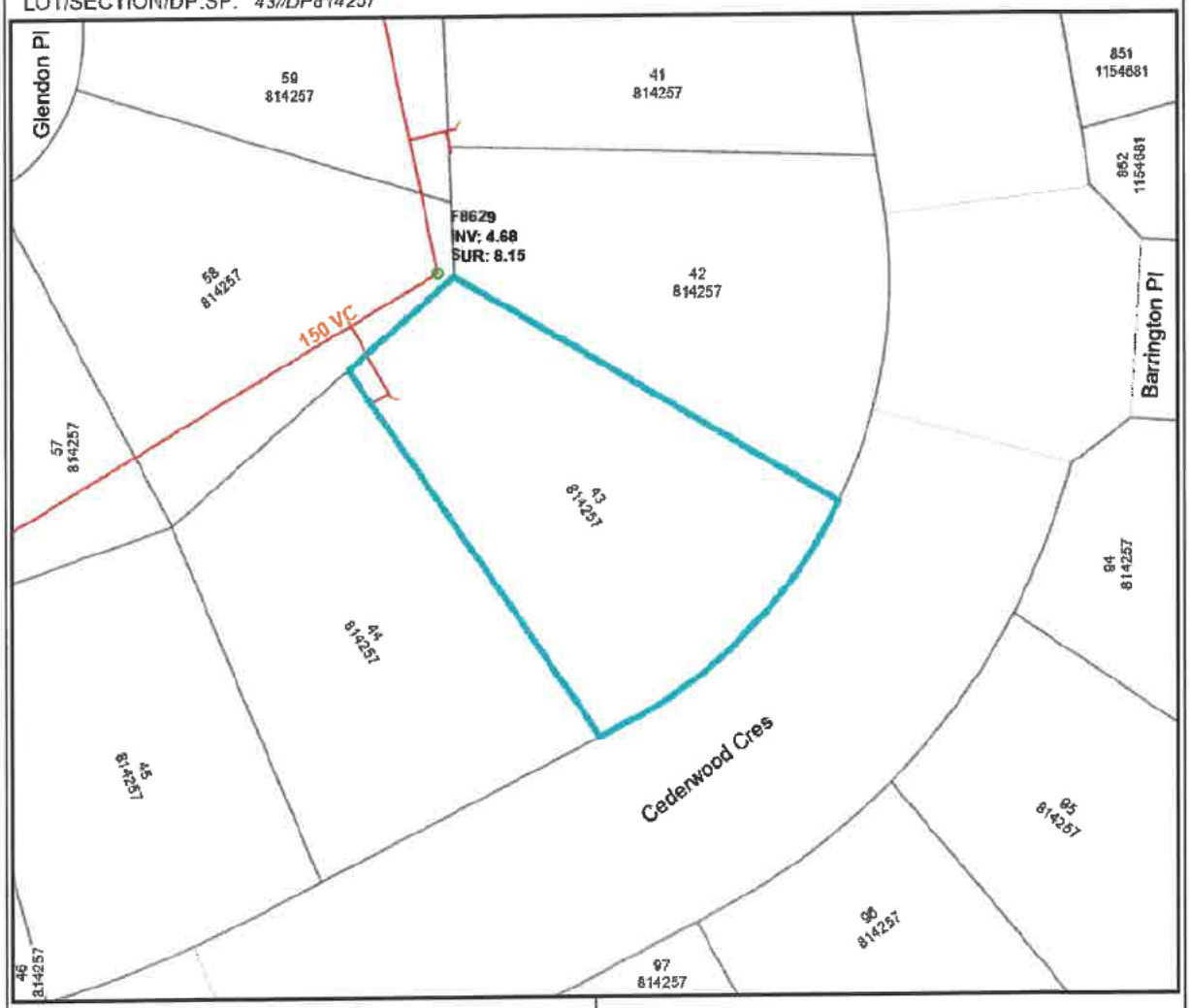
APPLICATION NO.: *2971944*

APPLICANT REF: *M 261163*

RATEABLE PREMISE NO.: *7847610491*

PROPERTY ADDRESS: *18 CEDERWOOD CRES RAYMOND TERRACE 2324*

LOT/SECTION/DP:SP: *43//DP814257*



SEWER POSITION APPROXIMATE ONLY.
SUBJECT PROPERTY SOLDED.
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: 20/10/2026

Scale at A4: 1:500

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SEWER/WATER/RECYCLED WATER UTILITY DATA
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