

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Valley Estate Agents 26 Elgin Street, Matiland NSW 2320	phone: 02 4934 1901 email: sales@valleyestateagents.com.au ref: Alana Barker - 0439 623 933

co-agent

vendor

vendor's solicitor

date for completion 42 days after the contract date (clause 15)
land (address, plan details and title reference) 2 LAKESIDE CCT CESSNOCK NSW 2325
 LOT 106 DEPOSITED PLAN 1278492
 Folio Identifier 106/1278492

improvements VACANT POSSESSION subject to existing tenancies
 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 clothes line fixed floor coverings range hood
 blinds curtains insect screens solar panels
 built-in wardrobes dishwasher light fittings stove
 ceiling fans EV charger pool equipment TV antenna
 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."

SIGNING PAGE

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

Choices

Vendor agrees to accept a **deposit-bond** NO yes

Nominated Electronic Lodgment Network (ELN) (clause 4)

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**

NO yes (if yes, vendor must provide details)

(GST residential withholding payment)

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):

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input checked="" type="checkbox"/> 15 occupation certificate <input checked="" type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract Other <input type="checkbox"/> 60
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

- 1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2 **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3 There is **NO COOLING OFF PERIOD**—
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.
- 4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

2 LAKESIDE CCT CESSNOCK NSW 2325

Special Conditions

33. Amendments to Printed Form

The printed form of this contract is amended as follows –

- 33.1 Clause 2.5.3 is amended by deleting the words "on the third business day after the time for payment".
- 33.2 clause 6.2 is deleted;
- 33.3 clause 7.1.1 is amended by deleting "5%" and inserting in its place "1%";
- 33.4 clause 7.2.1 is amended by deleting "10%" and inserting in its place "5%";
- 33.5 clause 8.1.1 is amended by deleting the words "on reasonable grounds";
- 33.6 clause 8.1.2 is amended by deleting the words "and those grounds";
- 33.7 There is inserted after clause 10.3 a new clause as follows –
 - "10.4 For the purposes of this clause 10 the vendor discloses all of the material appearing in the copy documents attached to this contract whether specified on page 2 or not and all material so appearing is deemed to have been disclosed in substance in this contract."
- 33.8 clause 12.1 and 12.2 is deleted;
- 33.9 clause 14.2.1 is amended by deleting the words "2 business days" and inserting in its place the words "5 business days";
- 33.10 clause 14.4.2 is deleted;
- 33.11 clause 20.6.5 of the printed form of this contract is deleted and there is inserted in its place –
 - "20.6.5 served on a party if the document is sent by facsimile or email transmission to the fax number or email address stated in this contract for that party's solicitor and in any such case is deemed to be served when the transmission has been completed except where –
 - 20.6.5.1 the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission in which case the facsimile transmission or email transmission is deemed to not have been given or made, or
 - 20.6.5.2 the time of the dispatch is not before 5:00 p.m. (17.00 hours) local time on a business day in which case the document is deemed to have been served at the commencement of business on the next business day."
- 33.12 Clause 23.5.2 is amended by deleting the words "but is disclosed in this contract"

- 33.13 Clause 23.6.1 is amended by deleting the word "determined" and inserting in its place the word "due" and deleting the words "even if it is payable by instalments".
- 33.14 Clause 23.6.2 is amended by deleting the word "determined" and inserting in its place the word "due"
- 33.15 Clause 23.9.1 is amended by deleting "1%" and inserting in its place "3%"
- 33.16 clause 23.13 is deleted;
- 33.17 clause 23.14 is deleted;
- 33.18 clause 23.17 is deleted;
- 33.19 clause 25.2 is deleted; and
- 33.20 clause 30.11 is deleted;

34. Agent Warranty

The purchaser warrants that it was not introduced to the *property* by or through any real estate agent other than the agent, if any, named in this contract. The purchaser hereby indemnifies and shall keep indemnified the vendor from and against any and all liability, claims, demands, actions, suits, losses, damages, costs and expenses (including legal costs on a *solicitor/client* basis) incurred or suffered by or made against the vendor at any time whether before, at or after completion by reason of any breach of such warranty. This clause shall not merge on completion.

35. Notice to Complete

A *party* entitled to *serve* a notice to complete may *serve* a notice requiring completion of this contract on a day being not less than 14 days after the date of *service* on the notice. The notice is to be deemed both at law and in equity sufficient notice to make time of the essence of this contract notwithstanding that the *party serving* the notice has not made any previous request or demand for completion.

Despite any other provision of this contract if the purchaser fails to complete this contract and a notice to complete is *served* by the vendor's *solicitor* then the purchaser shall be liable for the vendor's legal costs for preparation and *service* of the notice to complete in the agreed sum of \$440.00 (inclusive of GST). The purchaser acknowledges that payment of such sum on or before completion is an essential condition of this contract.

36. Completion

Despite any other provision of this contract if the purchaser fails to complete this contract on or before the intended date for completion then the purchaser will pay at completion, in addition to the balance of the purchase moneys payable hereunder, interest on the balance purchase moneys at the rate of ten per centum (10%) per annum calculated from but excluding the intended date of completion up to and including the date of actual completion.

37. Transfer

The purchaser acknowledges that all information of the type referred to in clause 4.2 is set out in this contract and the purchaser by execution of this contract will be deemed to have waived the necessity for any additional information of that type to be *served* on the purchaser by the vendor.

38. Purchaser Acknowledgement

The *property* together with the improvements thereon is sold in its present state of repair and condition both patent and latent and the purchaser acknowledges that it buys the *property* relying on its own inspection, knowledge and enquiries and that it does not rely upon any warranties or representations made to it by or on behalf of the vendor except as may be expressed in this contract or deemed to be included in this contract by virtue of the provisions of Section 52A(2)(b) of the Conveyancing Act 1919.

39. Purchaser Warranties

The purchaser will –

- 39.1 take title and complete this contract subject to any sewer the existence of which is specifically disclosed in this contract and subject to the existing water drainage gas electricity telephone or other installations and services (if any);
- 39.2 make no objection *requisition* or claim for compensation if the sewer so disclosed passes through or penetrates the subject *property* or passes under any building or other structure erected on the subject *property*;
- 39.3 make no objection *requisition* or claim for compensation if any boundary of the property is not fenced or if any boundary fence or wall is not upon or within such boundary, provided that the property is not affected by any notice or claim referred to in paragraph 11 of Part 3 of Schedule 3 of the Conveyancing (Sale of Land) Regulation 2022 except as specifically disclosed in this contract;
- 39.4 make no objection *requisition* or claim for compensation if there is any encroachment by or upon the subject *property* or if the *property* together with the improvements thereon does not comply with the provisions of the Local Government Act 1993 or any ordinance made thereunder, provided that any such encroachment or non-compliance is specifically disclosed in this contract; and
- 39.5 not require the vendor to carry out any works on the subject *property*.

40. Death and Capacity

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the vendor at Law or in equity had this clause not been included herein, should the purchaser (or anyone or more of them) prior to completion –

- 40.1 die or become bankrupt or mentally ill, then the vendor may *rescind* this contract by notice in writing forwarded to the purchaser or to the *solicitor* named as the purchaser's *solicitor* in this contract, and thereupon this contract will be at an end, and the provisions of clause 19 hereof will apply, or
- 40.2 being a company, resolve to go into liquidation or have a summons filed or an application made for its winding up, or enter into any scheme of arrangement with its creditors pursuant to the Corporations Act 2001, or should any administrator, liquidator, provisional liquidator, receiver, and/or manager be appointed in respect of the purchaser then the purchaser will be deemed to be in default hereunder.

41. Encumbrances

The purchaser will not be entitled to require the vendor prior to completion to register a discharge of any mortgage or a withdrawal of any caveat or encumbrance affecting the subject land but will accept on completion a discharge of any such mortgage or withdrawal of any such caveat or encumbrance in registrable form together with the appropriate registration fees therefore.

42. No Merger

Any clause or special condition of this contract capable of taking effect after completion of this contract will not merge on completion but rather will continue in full force and effect after completion.

43. Swimming Pool

The vendor does not warrant that the swimming pool on the property (if any) complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed under the said Act. The purchaser shall make no objection requisition or claim for compensation against the vendor in respect of any such non-compliance with any notice or order issued by the local council or any other authority under the said Act.

44. Building Certificate

Notwithstanding anything else contained herein the *parties* agree that should the purchaser apply for a building certificate pursuant to the Environmental Planning & Assessment Act 1979 and the relevant council should list any defects or require any work to be carried out, then subject to the Conveyancing (Sale of Land) Regulation 2017 the purchaser shall make no objection, *requisition* or claim for compensation or *rescind, terminate* or delay completion of this agreement and the vendor shall not be required to expend any monies or carry out any works in relation thereto.

45. Contract Alterations

Notwithstanding any rule of law or equity to the contrary, each *party* authorises his *solicitor*, or any employee of such *solicitor* to make any alterations to this contract after it is signed by such *party* but prior to the making of this contract, and any such alterations shall be binding on the *party* so authorising.

46. Land Tax

Notwithstanding if the adjustment of land tax is marked 'NO' on page 2 of this contract, the *parties* agree that should completion be delayed past 31 December of the current year through no fault of the vendor, then land tax is to be adjusted on completion in accordance with clause 14.

47. Investment of the Deposit

Should the deposit be invested in accordance with clause 2.9, it is expressly agreed that neither the vendors' *solicitor* nor the vendors' agent will be responsible in any way for any loss occasioned by the investment of the deposit. The *party* entitled to the deposit on the completion, rescission or termination of this contract (whichever in fact occurs) will bear the risk of loss of the said deposit.

48. Special Conditions

In the event that there is any inconsistency between the printed clauses in this Contract and the Special Conditions in this Contract, the Special Conditions will prevail.

49. Entire Agreement

This agreement is the entire agreement between the parties in respect of its subject matter.

50. FIRB Approval

The Purchaser warrants it does not require the consent of the Foreign Investment Review Board (“FIRB”) to the purchase of the property and in the event, notwithstanding this warranty, that any fine or penalty is incurred by the Vendor for the Purchaser’s non compliance to the Foreign Acquisitions and Takeovers Act 1975 relating to the foreign acquisition of certain land interests and to foreign control of certain business enterprises and mineral rights, then the Purchaser shall indemnify and keep indemnified the Vendor against such fine or penalty. It is agreed that these indemnities shall be continuing indemnities not merging on completion.

51. Release of Deposit

The Purchaser gives the Vendor permission to use the deposit or any part of it for the purchase by the Vendor of another property or to pay stamp duty for the purchase of another property thereof.

52. Requisitions on Title

The purchaser cannot make any requisition under or in connection with this contract other than a requisition concerning title to the property.

OR

For the purposes of clause 5.1, the *requisitions* or general questions about the *property* or the title:

52.1 must be in the form of the requisitions in the Schedule of Documents; and

52.2 are taken to have been served on the contract date.

53. Section 184 Certificate

The vendor is not obliged to give the purchaser a Certificate under Section 184 of the Strata Management Act. The vendor authorises the purchaser to apply for a Certificate and to apply for and make any inspections available from the Owners Corporation under this section. If before completion the vendor or the vendor's agent provides a Certificate under Section 184 of the Strata Management Act, the purchaser must reimburse the vendor for the costs of the Certificate as an adjustment on completion.

54. Guarantee

The word “guarantor” means _____ of _____.

54.1 In consideration of the vendor entering into this contract at the guarantor’s request, the guarantor guarantees to the vendor –

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

- 54.1.2 the performance of all of the purchaser's other obligations under this contract.
- 54.2 The guarantor –
 - 54.2.1 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
 - 54.2.2 must pay on demand any money due to the vendor under this indemnity.
- 54.3 The guarantor is jointly and separately liable with the purchaser to the vendor for –
 - 54.3.1 the performance by the purchaser of its obligations under this contract; and
 - 54.3.2 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.
- 54.4 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.
- 54.5 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- 54.6 The guarantor's obligations under this clause are not released, discharged or otherwise affected by –
 - 54.6.1 the granting of any time, waiver, covenant not to sue or other indulgence;
 - 54.6.2 the release or discharge of any person;
 - 54.6.3 an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
 - 54.6.4 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;
 - 54.6.5 payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - 54.6.6 the winding up of the purchaser.
- 54.7 This clause binds the guarantor and the executors, administrators and assigns of the guarantor and operates as a deed between the vendor and the guarantor.

SIGNED SEALED & DELIVERED)
by the guarantor)
 in the presence of –)

.....
Signature of witness

.....
Signature of guarantor

.....
Name of witness

55. Electronic Settlement

- 55.1 If the parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law by written notice to each other this clause will apply.
- 55.2 The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically and there is a recognised exemption (together with a copy thereof) at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement and each party shall pay their own costs.
- 55.3 In the event the parties have elected to conduct the matter via PEXA, within seven (7) days of exchange or in the event that this contract is of an unregistered lot, within seven (7) days after the registration of the plan of subdivision creating the Property, the vendor will create and populate an electronic workspace for the matter, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may create the workspace.
- 55.4 Within two (2) business days of receipt of the invitation to join the workspace the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join the workspace.
- 55.5 The purchaser must stamp and validate the transfer within five (5) business days after the date of the creation of the PEXA workspace. This is an essential term of the contract solely for the benefit of the vendor.
- 55.6 Anything that cannot be delivered electronically and the other party is entitled to receive at settlement (including an order on the agent, bank guarantees or relevant lease documentation) must be provided to the other party (if a document) in scan form prior to completion by loading into the PEXA workspace and if the original is required by posting to the other party to hold in escrow prior to completion together with an irrevocable authority to release the original document to the other party following financial completion. In the event that a party requests in writing that a document be returned as settlement has not completed as planned, the other party must immediately return the document to the requesting party.
- 55.7 Each party must undertake its best endeavours to:
- 55.7.1 accept the settlement by the date that is ten (10) business days prior to the completion date and they must ensure any bank associated

with their role in the contract also accepts the settlement time by the date that is ten (10) business days prior to the completion date; and

55.7.2 ensure that all documents are completed and stamped and all financial matters are complete (other than the loading of funds) the day prior to completion.

55.8 Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

56. Deposit by Instalments

56.1 Notwithstanding anything on the front page of this contract, the deposit payable herein shall be paid as follows –

56.1.1 as to \$_____ on or before the contract date; and

56.1.2 as to the balance of \$_____ on or before the date for completion or upon the Vendors making written demand on the Purchaser prior to completion PROVIDED THAT the Vendors shall only make such demand in circumstances where they reasonably believe that Purchaser is in default under this Agreement. If such demand is made and not complied with within seven (7) days of its date the Vendors, in addition to any other rights or remedies they may have at law or in equity, may recover the balance of the deposit payable as a liquidated debt in a court of appropriate jurisdiction.

56.2 In the event that the vendor becomes entitled to keep or recover the deposit, the purchaser will immediately pay to the vendor the difference between 10% of the purchase price and the amount actually paid and if not paid, the vendor shall be entitled to recover that difference from the purchaser as a liquidated debt.

56.3 Any interest earned on the investment of the deposit shall be paid to the vendor.

57. Occupation Certificate

57.1 The purchaser acknowledges that:

(a) A copy of the Occupation Certificate for the property dated 03 November 2023 prepared by BuildCert is annexed to this contract.

57.2 Subject to the provisions of this contract and to Section 52A(2)(b) of the Conveyancing Act, 1919 and the regulations under that Act, the purchaser will not make any requisition, objection or claim for compensation.

CONDITIONS OF SALE 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 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

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

- (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
- (b) A bid for the seller 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 seller.
- (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 seller.
- (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.

(2) The following conditions, in addition to those prescribed by subclause (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 subclause (2A), 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.
- (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".

(2A) The following conditions, in addition to those prescribed by subclauses (1) and (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 the 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.

(3) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:

The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the

full amount of the purchase price:

(a) if that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or

(b) if that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.



Title Search

Information
Provided
Through
triSearch
(Website)
Ph. 1300 064
452

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 106/1278492

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
9/2/2026	1:09 PM	2	20/10/2022

LAND

LOT 106 IN DEPOSITED PLAN 1278492
AT CESSNOCK
LOCAL GOVERNMENT AREA CESSNOCK
PARISH OF POKOLBIN COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1278492

FIRST SCHEDULE

(T AS565918)

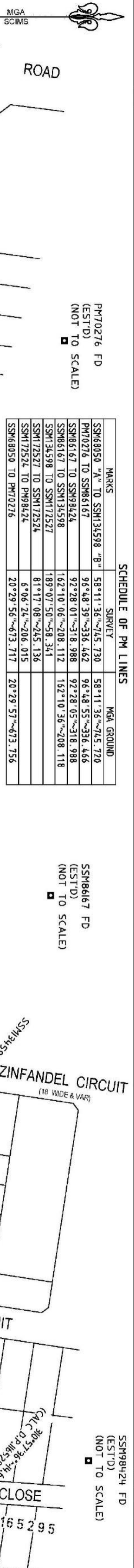
SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1064868 EASEMENT FOR FUEL FREE ZONE 25 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
DP1173257 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT
237 IN DP1081597
- 3 DP1064868 EASEMENT TO DRAIN WATER 20 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 4 DP1278492 POSITIVE COVENANT REFERRED TO AND NUMBERED (1) IN THE
S.88B INSTRUMENT
- 5 AS565919 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



SCHEDULE OF PM LINES

MARKS	SURVEY	MGA GRID
SSM68050 "A" TO SSM134598 "B"	58°11'36"~745.730	58°11'36"~745.730
PH70276 TO SSM6167	96°48'39"~336.462	96°48'39"~336.466
SSM6167 TO SSM98424	92°28'01"~318.988	92°28'05"~318.988
SSM6167 TO SSM134598	162°10'06"~208.112	162°10'36"~208.118
SSM134598 TO SSM172527	189°07'50"~58.341	
SSM172527 TO SSM172524	81°17'08"~245.136	
SSM172524 TO SSM98424	6°06'24"~206.015	
SSM68050 TO PH70276	20°29'56"~673.717	20°29'57"~673.756

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	78°57'30"	74.255	75.085	145.5
2	89°35'50"	19.225	19.242	133
3	53°17'25"	31.96	33.681	30.002
4	105°00'23"	3.304	3.407	8.5
5	23°31'45"	4.059	4.059	26.5
6	23°08'38"	18.458	18.853	76.5
7	37°31'45"	4.059	4.059	26.5
8	23°45'06"	3.867	3.876	16.5
9	57°24'18"	27.86	30.307	21.5
10	100°07'12"	6.349	6.351	78

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
A	123°24'	1.825	R.M. G.I.P. FOUND (DP1251728)
B	81°27'	1.760	R.M. G.I.P. FOUND (DP1251728)
C	73°32'	3.175	R.M. G.I.P. FOUND (DP1251728)
D	150°00'	7.850	R.M. D.H. & W. FOUND (DP1081597)
E	150°00'	25.100	R.M. D.H. & W. FOUND (DP1081597)
F	6°47'10"	4.520	R.M. D.H. & W. FOUND (DP1081597)
G	196°40'	4.725	R.M. D.H. & W. FOUND (DP1081597)
H	190°46'20"	13.160	R.M. D.H. & W. FOUND (DP1081597)
I	105°00'45"	16.060	R.M. D.H. & W. FOUND (DP1081597)
J	334°34'	4.865	R.M. D.H. & W. FOUND (DP165295)
K	334°34'	10.990	R.M. D.H. & W. FOUND (DP165295)
L	337°31'45"	5.425	R.M. D.H. & W. FOUND (DP165295)
M	337°31'45"	12.040	R.M. D.H. & W. FOUND (DP165295)
N	3°44'30"	3.245	R.M. D.H. & W. FOUND (DP165295)
O	3°44'30"	9.500	R.M. D.H. & W. FOUND (DP165295)
P	3°44'30"	3.390	R.M. D.H. & W. FOUND (DP165295)
Q	3°44'30"	9.505	R.M. D.H. & W. FOUND (DP165295)
R	274°19'15"	3.385	R.M. D.H. & W. FOUND (DP165295)
S	274°19'15"	9.560	R.M. D.H. & W. FOUND (DP165295)

SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 70

MARK	EASTING	NORTHING	CLASS	PU	METHOD	STATE
PH70276	343 105.688	6 366 488.448	B	N/A	FROM SCIMS	FOUND
SSM68050	342 869.749	6 365 857.430	C	N/A	FROM SCIMS	FOUND
SSM6167	343 439.738	6 366 448.525	A	0.02	FROM SCIMS	FOUND
SSM98424	343 758.393	6 366 434.790	B	N/A	FROM SCIMS	FOUND
SSM134598	343 503.432	6 366 250.419	C	N/A	FROM SCIMS	FOUND
SSM172524	343 736.443	6 366 229.955	U	N/A	CADASTRAL TRAVERSE	FOUND
SSM172527	343 494.184	6 366 192.831	U	N/A	CADASTRAL TRAVERSE	FOUND
SSM20063	343 388.585	6 366 100.087	D	N/A	CADASTRAL TRAVERSE	PLACED
SSM20064	343 318.070	6 366 123.068	D	N/A	CADASTRAL TRAVERSE	PLACED
SSM20065	343 297.186	6 366 029.027	D	N/A	CADASTRAL TRAVERSE	PLACED
SSM20066	343 375.413	6 366 038.496	D	N/A	CADASTRAL TRAVERSE	PLACED
SSM20067	343 515.641	6 366 084.849	D	N/A	CADASTRAL TRAVERSE	PLACED
SSM20068	343 620.580	6 366 155.620	D	N/A	CADASTRAL TRAVERSE	PLACED
SSM20069	343 712.937	6 366 131.753	D	N/A	CADASTRAL TRAVERSE	PLACED
SSM20070	343 647.037	6 365 941.788	D	N/A	CADASTRAL TRAVERSE	PLACED

SCHEDULE OF LINES

No.	BEARING	DISTANCE
34	183°31'45"	3.1
35	273°31'45"	5.475
36	224°51'05"	19.2
37	161°29'16"	7.205
38	93°31'30"	17.386
39	26°29'16"	27.151
40	323°11'37"	7
41	296°29'16"	3.745
42	207°03'45"	3.745
43	277°30"	16.735
44	26°29'16"	22.112
45	86°55'	25.245
46	93°44'40"	6.23
47	68°48'20"	20.076
48	68°48'20"	26.695
49	143°35'15"	5.655
50	221°38'55"	11.195

NOTE:
REFER TO SHEET 4 FOR PM HEIGHT DIFFERENCE & HEIGHT SCHEDULE

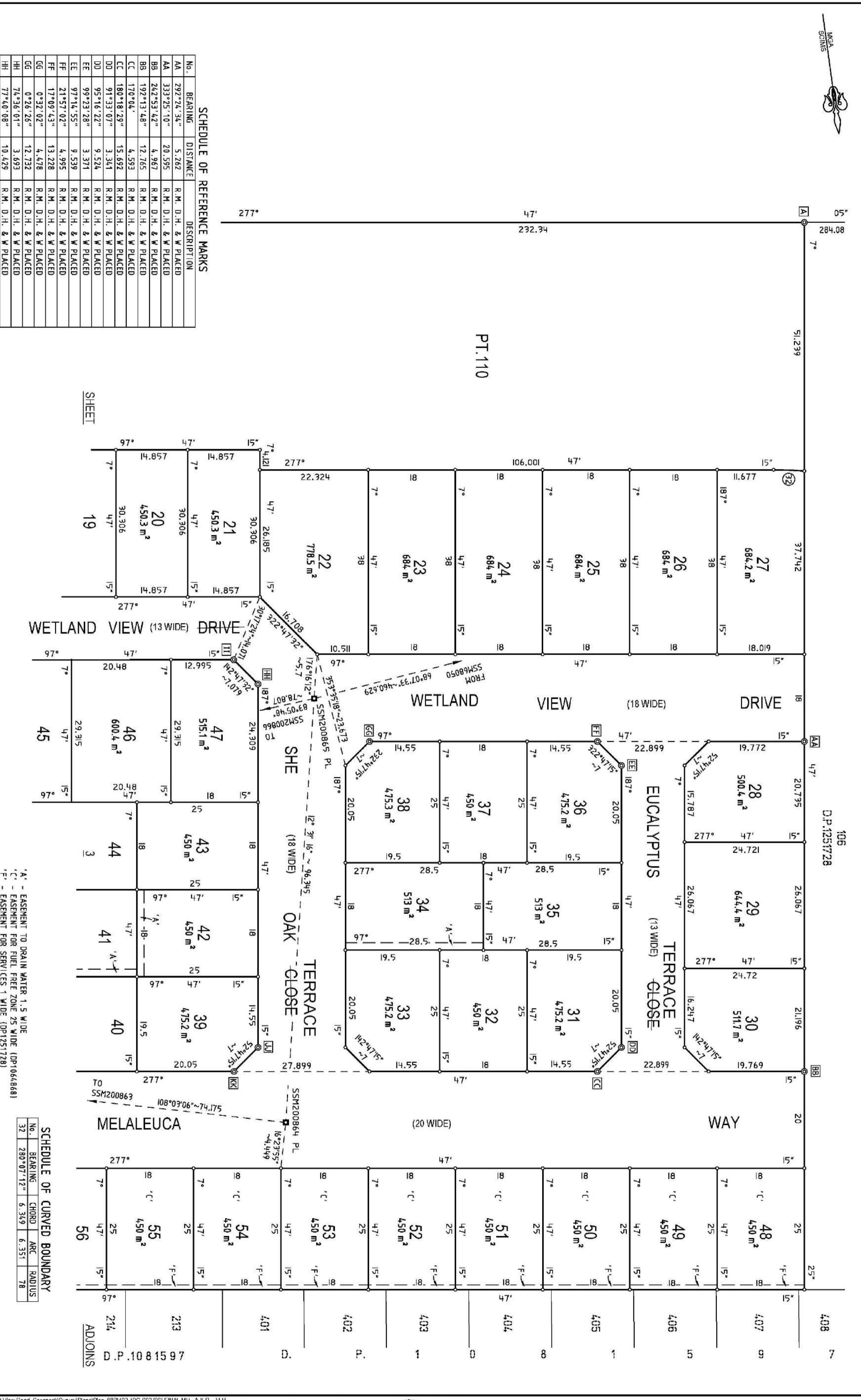
SURVEYOR
Name: MATTHEW JOHN HYNES
Date: 13TH SEPTEMBER 2021
Reference: 192/19

PLAN OF SUBDIVISION OF LOT 105 D.P.1251728

LGA: CESSNOCK
Locality: CESSNOCK
Reduction Ratio: 1: 1600
Lengths are in metres

Registered
28/09/2022

DP1278492



SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
AA	292°24'34"	5.262	R.M. D.H. & W PLACED
AB	333°25'10"	20.595	R.M. D.H. & W PLACED
BB	242°53'42"	4.967	R.M. D.H. & W PLACED
BC	192°13'48"	12.765	R.M. D.H. & W PLACED
CC	170°04'	4.593	R.M. D.H. & W PLACED
CD	180°18'29"	15.692	R.M. D.H. & W PLACED
DD	95°16'22"	9.524	R.M. D.H. & W PLACED
EE	99°23'28"	3.371	R.M. D.H. & W PLACED
FF	97°14'55"	9.539	R.M. D.H. & W PLACED
GG	17°09'43"	13.228	R.M. D.H. & W PLACED
HH	0°26'26"	12.732	R.M. D.H. & W PLACED
II	74°36'01"	3.693	R.M. D.H. & W PLACED
JJ	77°40'08"	10.429	R.M. D.H. & W PLACED
KK	12°59'06"	2.553	R.M. D.H. & W PLACED
LL	13°02'06"	8.806	R.M. D.H. & W PLACED
MM	96°42'18"	4.886	R.M. D.H. & W PLACED
NN	98°04'51"	13.038	R.M. D.H. & W PLACED
OO	192°26'13"	4.408	R.M. D.H. & W PLACED
PP	184°17'51"	15.586	R.M. D.H. & W PLACED

SURVEYOR
 Name: MATTHEW JOHN HYNES
 Date: 13TH SEPTEMBER 2021
 Reference: 192/19

PLAN OF SUBDIVISION OF LOT 105 D.P.1251728

LGA: CESSNOCK
 Locality: CESSNOCK
 Reduction Ratio: 1: 500
 Lengths are in metres

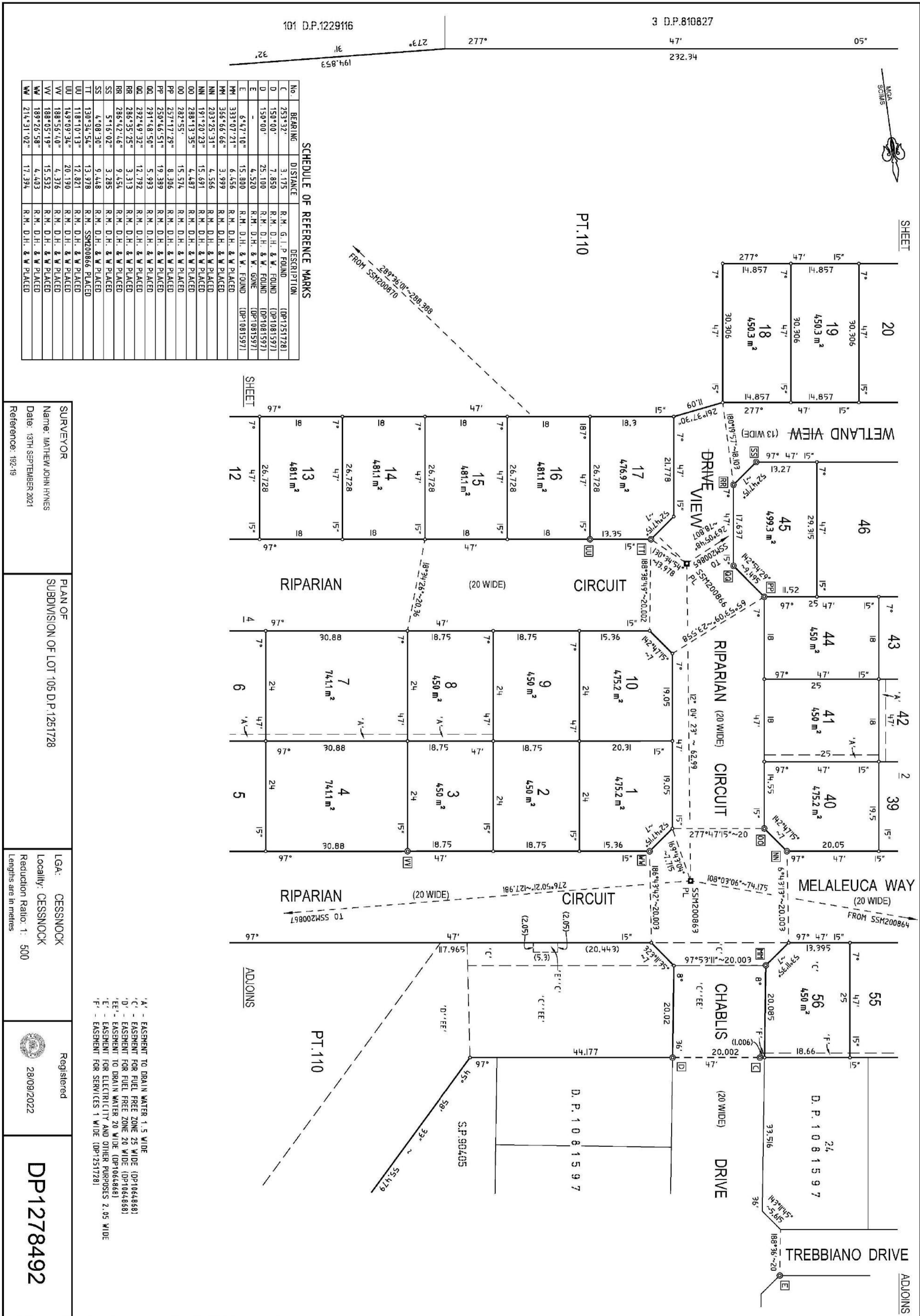
Registered
 28/09/2022

DP1278492

'A' - EASEMENT TO DRAIN WATER 1.5 WIDE
 'C' - EASEMENT FOR FUEL FREE ZONE 25 WIDE (DP1064888)
 'F' - EASEMENT FOR SERVICES 1 WIDE (DP1251728)

SCHEDULE OF CURVED BOUNDARY

No.	BEARING	CHORD	ARC	RADIUS
32	280°07'12"	6.349	6.351	78



SCHEDULE OF REFERENCE MARKS

No	BEARING	DISTANCE	DESCRIPTION
C	253°32'	3.175	R.M. G.I.P. FOUND (DP1251728)
D	150°00'	7.850	R.M. D.H. & W. FOUND (DP1081597)
D	150°00'	25.100	R.M. D.H. & W. FOUND (DP1081597)
E	-	4.520	R.M. D.H. & W. GONE (DP1081597)
E	6°47'10"	15.800	R.M. D.H. & W. FOUND (DP1081597)
M	333°07'21"	6.456	R.M. D.H. & W. PLACED
M	366°56'66"	3.999	R.M. D.H. & W. PLACED
N	203°25'31"	4.566	R.M. D.H. & W. PLACED
N	191°20'23"	15.691	R.M. D.H. & W. PLACED
O	288°13'35"	4.487	R.M. D.H. & W. PLACED
O	282°55'	15.574	R.M. D.H. & W. PLACED
P	257°17'29"	8.306	R.M. D.H. & W. PLACED
P	250°46'51"	19.389	R.M. D.H. & W. PLACED
Q	291°48'50"	5.993	R.M. D.H. & W. PLACED
Q	292°49'32"	12.792	R.M. D.H. & W. PLACED
R	286°35'25"	3.313	R.M. D.H. & W. PLACED
R	286°42'46"	9.454	R.M. D.H. & W. PLACED
S	5°16'02"	3.285	R.M. D.H. & W. PLACED
S	4°08'30"	9.448	R.M. D.H. & W. PLACED
T	130°34'54"	13.978	R.M. SSM200866 PLACED
U	118°10'13"	12.821	R.M. D.H. & W. PLACED
U	149°09'36"	20.190	R.M. D.H. & W. PLACED
V	188°56'40"	4.376	R.M. D.H. & W. PLACED
V	188°05'19"	15.532	R.M. D.H. & W. PLACED
W	189°26'58"	4.403	R.M. D.H. & W. PLACED
W	214°31'02"	17.394	R.M. D.H. & W. PLACED

SURVEYOR
 Name: MATTHEW JOHN HYNES
 Date: 13TH SEPTEMBER 2021
 Reference: 192/19

PLAN OF
 SUBDIVISION OF LOT 105 D.P. 1251728

LGA: CESSNOCK
Locality: CESSNOCK
Reduction Ratio: 1: 500
 Lengths are in metres

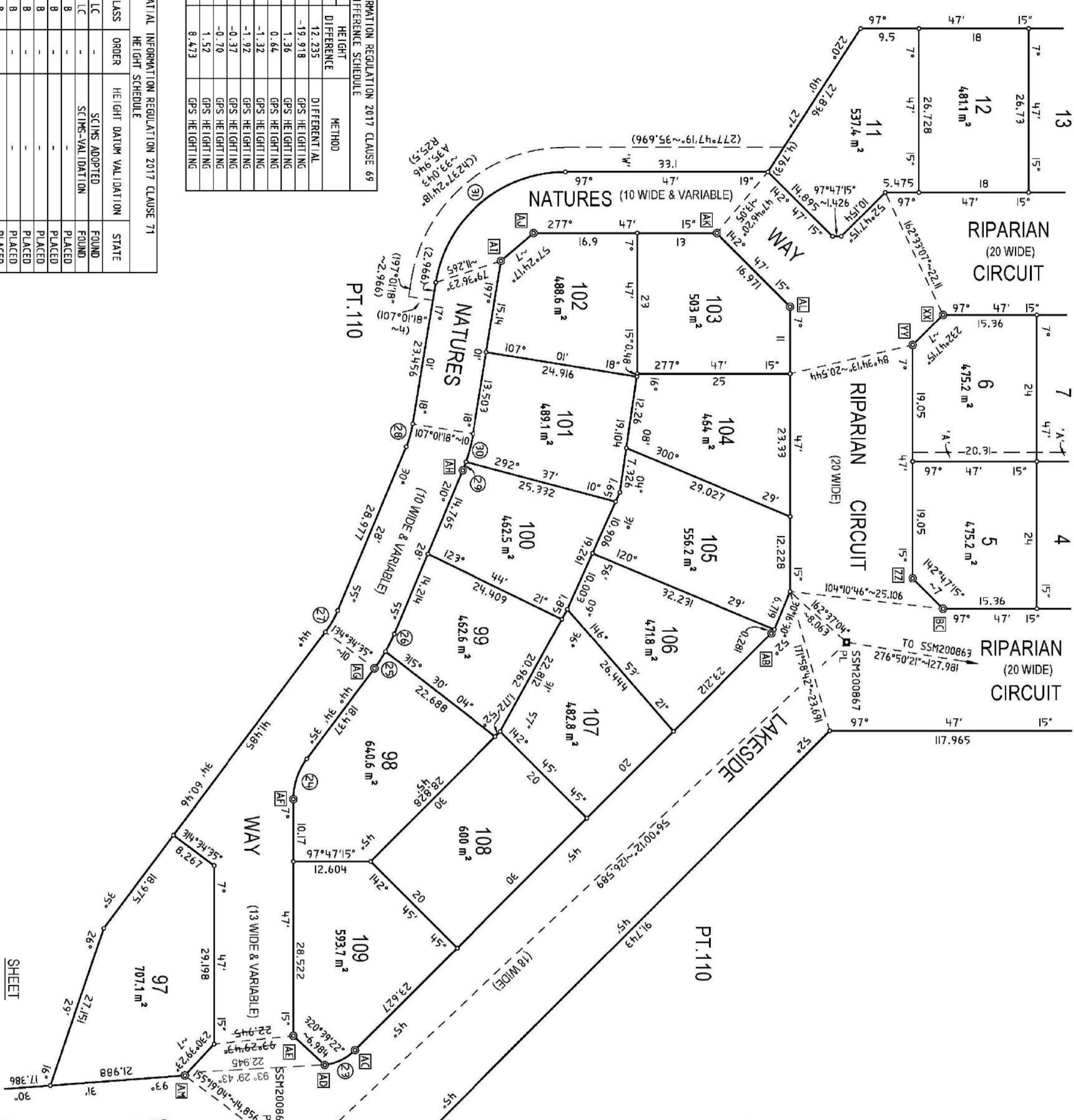
Registered
 28/09/2022

DP1278492

- 'A' - EASEMENT TO DRAIN WATER 1.5 WIDE
- 'C' - EASEMENT FOR FUEL FREE ZONE 25 WIDE (DP1064888)
- 'D' - EASEMENT FOR FUEL FREE ZONE 20 WIDE (DP1064888)
- 'E' - EASEMENT TO DRAIN WATER 20 WIDE (DP1064888)
- 'F' - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.05 WIDE
- 'G' - EASEMENT FOR SERVICES 1 WIDE (DP1251728)



SHEET



SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
AB	139°08'37"	4.893	R.M. D.H. & W PLACED
AB	141°50'13"	13.051	R.M. D.H. & W PLACED
AC	154°31'40"	4.893	R.M. D.H. & W PLACED
AC	154°28'10"	13.119	R.M. D.H. & W PLACED
AD	171°44'28"	4.893	R.M. D.H. & W PLACED
AD	184°10'16"	13.010	R.M. D.H. & W PLACED
AE	258°47'41"	3.596	R.M. D.H. & W PLACED
AE	269°26'11"	9.670	R.M. D.H. & W PLACED
AF	295°02'58"	3.504	R.M. D.H. & W PLACED
AF	298°52'06"	9.645	R.M. D.H. & W PLACED
AG	309°01'46"	3.382	R.M. D.H. & W PLACED
AG	282°56'19"	11.184	R.M. D.H. & W PLACED
AH	295°04'55"	3.419	R.M. D.H. & W PLACED
AH	296°02'58"	9.542	R.M. D.H. & W PLACED
AI	294°04'36"	2.341	R.M. D.H. & W PLACED
AI	299°33'46"	8.584	R.M. D.H. & W PLACED
AJ	0°49'26"	2.338	R.M. D.H. & W PLACED
AJ	359°29'23"	8.639	R.M. D.H. & W PLACED
AK	35°01'04"	2.469	R.M. D.H. & W PLACED
AK	33°29'26"	8.669	R.M. D.H. & W PLACED
AL	58°38'21"	3.386	R.M. D.H. & W PLACED
AL	53°55'33"	11.060	R.M. D.H. & W PLACED
AM	165°37'44"	5.113	R.M. D.H. & W PLACED
AM	179°15'31"	13.050	R.M. D.H. & W PLACED
BC	208°29'44"	3.972	R.M. D.H. & W PLACED
BC	200°15'49"	15.195	R.M. D.H. & W PLACED
CC	3°27'15"	3.975	R.M. D.H. & W PLACED
CC	2°53'36"	15.246	R.M. D.H. & W PLACED
YY	279°56'42"	4.084	R.M. D.H. & W PLACED
YY	278°04'56"	15.379	R.M. D.H. & W PLACED
ZZ	266°31'42"	3.970	R.M. D.H. & W PLACED
ZZ	267°39'50"	15.145	R.M. D.H. & W PLACED

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
22	73°08'38"	18.458	18.853	26.5
23	71°37'51"	5.498	5.598	8.5
24	26°10'55"	6.942	7.063	11
25	41°01'20"	3.286	3.288	26.5
26	33°58'30"	3.229	3.231	26.5
27	37°31'45"	4.049	4.059	16.5
28	23°45'06"	3.867	3.876	16.5
29	28°52'54"	1.48	1.48	26.5
30	22°09'06"	4.739	4.745	26.5
31	57°26'18"	27.86	30.307	21.5

'A' - EASEMENT TO DRAIN WATER 1.5 WIDE
 'E' - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.05 WIDE
 'W' - EASEMENT FOR PIPELINE 4 WIDE

**SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 69
 HEIGHT DIFFERENCE SCHEDULE**

FROM MARK	TO MARK	HEIGHT DIFFERENCE	METHOD
SSM200867	PM70276	12.235	DIFFERENTIAL
PM70276	SSM200863	-19.918	GPS HEIGHTING
SSM200863	SSM200864	1.36	GPS HEIGHTING
SSM200864	SSM200865	0.64	GPS HEIGHTING
SSM200865	SSM200866	-1.32	GPS HEIGHTING
SSM200866	SSM200867	-1.92	GPS HEIGHTING
SSM200867	SSM200868	-0.37	GPS HEIGHTING
SSM200868	SSM200869	-0.70	GPS HEIGHTING
SSM200869	SSM200870	1.52	GPS HEIGHTING
SSM200870	SSM200871	8.473	GPS HEIGHTING

**SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 71
 HEIGHT SCHEDULE**

MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATE
SSM200867	91.373	LC	-	SCINS ADOPTED	FOUND
PM70276	103.608	LC	-	SCINS-VALIDATION	FOUND
SSM200863	83.69	B	-	-	PLACED
SSM200864	85.05	B	-	-	PLACED
SSM200865	85.69	B	-	-	PLACED
SSM200866	84.37	B	-	-	PLACED
SSM200867	82.45	B	-	-	PLACED
SSM200868	82.08	B	-	-	PLACED
SSM200869	81.38	B	-	-	PLACED
SSM200870	82.90	B	-	-	PLACED

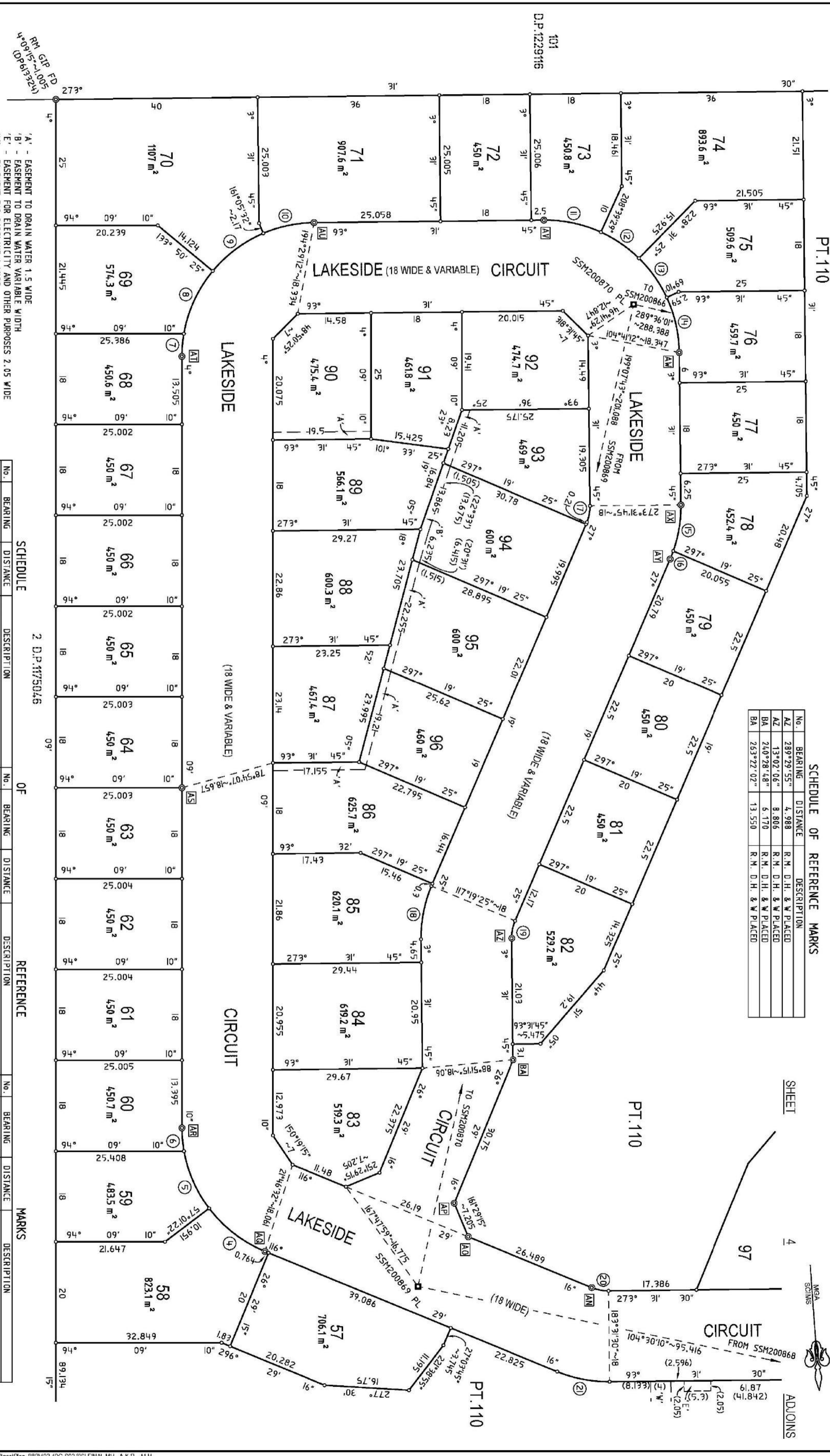
SURVEYOR
 Name: MATTHEW JOHN HYNES
 Date: 13TH SEPTEMBER 2021
 Reference: 192.19

PLAN OF SUBDIVISION OF LOT 105 D.P.1251728

LGA: CESSNOCK
 Locality: CESSNOCK
 Reduction Ratio: 1: 500
 Lengths are in metres

Registered
 28/09/2022

DP1278492



SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
AZ	289°29'55"	4.988	R.M. D.H. & W PLACED
AZ	13°02'06"	8.806	R.M. D.H. & W PLACED
BA	240°28'48"	6.170	R.M. D.H. & W PLACED
BA	253°22'02"	13.550	R.M. D.H. & W PLACED

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	RADIUS	No.	BEARING	CHORD	RADIUS
1	131°45'19"	13.956	26.5	15	133°34'35"	9.246	26.5
2	160°34'57"	12.426	26.5	16	25°28'28"	1.711	26.5
3	179°08'51"	4.674	26.5	17	15°25'35"	3.505	26.5
4	189°02'18"	4.514	26.5	18	195°25'35"	10.926	26.5
5	208°52'56"	13.68	26.5	19	195°25'35"	3.505	26.5
6	57°27'58"	12.486	26.5	20	105°00'23"	3.384	26.5
7	262°18'39"	10.311	26.5	21	105°00'23"	10.55	26.5
8	106°05'37"	11.53	26.5				
9	128°35'28"	9.142	26.5				
10	148°50'43"	9.496	26.5				
11	171°20'53"	11.183	26.5				

SCHEDULE OF REFERENCE

No.	BEARING	DISTANCE	DESCRIPTION	No.	BEARING	DISTANCE	DESCRIPTION
AV	202°47'	13.060	R.M. D.H. & W PLACED	AV	177°23'19"	4.933	R.M. D.H. & W PLACED
AV	237°03'28"	5.450	R.M. D.H. & W PLACED	AV	180°02'02"	13.137	R.M. D.H. & W PLACED
AV	218°44'37"	13.335	R.M. D.H. & W PLACED	AV	260°21'45"	5.002	R.M. D.H. & W PLACED
AV	322°28'27"	3.244	R.M. D.H. & W PLACED	AV	269°04'43"	13.097	R.M. D.H. & W PLACED
AV	303°14'51"	11.135	R.M. D.H. & W PLACED	AV	247°00'39"	5.654	R.M. D.H. & W PLACED
AV	346°49'51"	6.921	R.M. D.H. & W PLACED	AV	265°49'13"	13.301	R.M. D.H. & W PLACED
AV	9°29'12"	14.334	R.M. D.H. & W PLACED	AV	263°49'10"	5.895	R.M. D.H. & W PLACED
AU	187°02'50"	13.102	R.M. D.H. & W PLACED	AV	282°56'40"	13.485	R.M. D.H. & W PLACED

SURVEYOR
 Name: MATTHEW JOHN HYNES
 Date: 13TH SEPTEMBER 2021
 Reference: 192/19

PLAN OF
 SUBDIVISION OF LOT 105 D.P. 1251728

LGA: CESSNOCK
Locality: CESSNOCK
Reduction Ratio: 1: 500
 Lengths are in metres

Registered
 28/09/2022

DP1278492

PLAN FORM 6 (2020)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 8 sheet(s)

<p>Registered:  28/09/2022</p> <p>Title System: TORRENS</p>	<p>Office Use Only</p> <p style="text-align: center;">DP1278492</p>
<p>PLAN OF SUBDIVISION OF LOT 105 DP1251728</p>	<p>LGA: CESSNOCK Locality: CESSNOCK Parish: POKOLBIN County: NORTHUMBERLAND</p>
<p style="text-align: center;">Survey Certificate</p> <p>I, MATHEW JOHN HYNES of CRAIG & RHODES PTY LTD (PH:9869 1855) a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 13th September 2021</p> <p>*(b) The part of the land shown in the plan (*being/*excluding **) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep Mountainous.</p> <p> Signature: Dated: 13th September 2021 Electronically signed by me - Mathew Hynes. Affixed by me on 13/9/2021</p> <p>Surveyor Identification No: 3761 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: Date: File Number: Office:</p>
<p>Plans used in the preparation of survey/compilation. DP1173260, DP1165293, DP1165295, DP1081597, DP1239591, DP1185415, DP1173257, DP1251728, DP1229116, DP1175046, DP1064868, DP810827,</p>	<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE TO THE PUBLIC:</p> <ol style="list-style-type: none"> 1. THE EXTENSION OF CHABLIS DRIVE 20 WIDE SUBJECT TO THE EASEMENT FOR FUEL FREE ZONE 25 & EASEMENT TO DRAIN WATER 20 WIDE CREATED BY DP1064868 & EASEMENT FOR SERVICES 1 WIDE CREATED BY DP1251728 2. RIPARIAN CIRCUIT 20 WIDE 3. WETLAND VIEW DRIVE 13 WIDE <p>CONTINUED SHEET 2</p>
<p>Surveyor's Reference: 192-19 MH</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>

DEDICATION STATEMENT AMENDED SEE 2022-1191 8.12.2022



PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 8 sheet(s)



28/09/2022

Office Use Only

Office Use Only

Registered:

DP1278492

PLAN OF SUBDIVISION OF LOT 105
DP1251728

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

Subdivision Certificate number: 14/2018/113/2

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Date of Endorsement: 26 September 2022

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN THE TERMS OF THE ACCOMPANYING INSTRUMENT, IT IS INTENDED TO CREATE:

1. POSITIVE COVENANT
2. POSITIVE COVENANT
3. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
4. EASEMENT TO DRAIN WATER VARIABLE WIDTH (B)
5. POSITIVE COVENANT
6. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.05 WIDE
7. EASEMENT FOR PIPELINE 4 WIDE (W)

IT IS INTENDED TO DEDICATE TO THE PUBLIC:

4. MELALEUCA WAY 20 WIDE
5. SHE OAK CLOSE 18 WIDE TERRACE
6. EUCALYPTUS CLOSE 13 WIDE TERRACE
7. NATURES WAY 10 WIDE AND VARIABLE
8. LAKESIDE CIRCUIT 18 WIDE

AS PUBLIC ROAD

IT IS INTENDED TO DEDICATE TO THE PUBLIC:

1. LOT 110

AS DRAINAGE RESERVE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 192-19 MH

8.12.2022



DEDICATION STATEMENT AMENDED SEE 2022-1191

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 8 sheet(s)



28/09/2022

Office Use Only

Office Use Only

Registered:

DP1278492

PLAN OF SUBDIVISION OF LOT 105
 DP1251728

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

Subdivision Certificate number: 14/2018/113/2

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Date of Endorsement: 26 September 2022

SURVEYING AND SPATIAL INFORMATION REGULATION CLAUSE 60(c)

SCHEDULE OF LOTS AND ADDRESSES (cont)

Lot	Street No	Street Name	Street Type	Locality
1	21	RIPARIAN	CIRCUIT	Cessnock
2	19	RIPARIAN	CIRCUIT	Cessnock
3	17	RIPARIAN	CIRCUIT	Cessnock
4	15	RIPARIAN	CIRCUIT	Cessnock
5	13	RIPARIAN	CIRCUIT	Cessnock
6	11	RIPARIAN	CIRCUIT	Cessnock
7	9	RIPARIAN	CIRCUIT	Cessnock
78	7	RIPARIAN	CIRCUIT	Cessnock
9	5	RIPARIAN	CIRCUIT	Cessnock
10	3	RIPARIAN	CIRCUIT	Cessnock
11	22	RIPARIAN	CIRCUIT	Cessnock
12	20	RIPARIAN	CIRCUIT	Cessnock
13	18	RIPARIAN	CIRCUIT	Cessnock
14	16	RIPARIAN	CIRCUIT	Cessnock
15	14	RIPARIAN	CIRCUIT	Cessnock
16	12	RIPARIAN	CIRCUIT	Cessnock
17	10	RIPARIAN	CIRCUIT	Cessnock
18	3	WETLAND VIEW	DRIVE	VIEW Cessnock
19	5	WETLAND VIEW	DRIVE	VIEW Cessnock
20	7	WETLAND VIEW	DRIVE	VIEW Cessnock
21	9	WETLAND VIEW	DRIVE	VIEW Cessnock
22	11	WETLAND VIEW	DRIVE	VIEW Cessnock
23	13	WETLAND VIEW	DRIVE	VIEW Cessnock
24	15	WETLAND VIEW	DRIVE	VIEW Cessnock
25	17	WETLAND VIEW	DRIVE	VIEW Cessnock
26	19	WETLAND VIEW	DRIVE	VIEW Cessnock
27	21	WETLAND VIEW	DRIVE	VIEW Cessnock
28	6	EUCALYPTUS	CLOSE	TERRACE Cessnock
29	4	EUCALYPTUS	CLOSE	TERRACE Cessnock

If space is insufficient use additional annexure sheet

Surveyor's Reference: 192-19 MH

8.12.2022



STREET NAME IN SCHEDULE AMENDED SEE 2022-1191

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 8 sheet(s)



28/09/2022

Office Use Only

Office Use Only

Registered:

DP1278492

PLAN OF SUBDIVISION OF LOT 105
 DP1251728

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

Subdivision Certificate number: 14/2018/113/2
 Date of Endorsement: 26 September 2022

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

SURVEYING AND SPATIAL INFORMATION REGULATION CLAUSE 60(c)

SCHEDULE OF LOTS AND ADDRESSES (cont)

Lot	Street No	Street Name	Street Type	Locality
30	2	EUCALYPTUS	CLOSE	TERRACE Cessnock
31	9	MELALEUCA	WAY	Cessnock
32	7	MELALEUCA	WAY	Cessnock
33	5	MELALEUCA	WAY	Cessnock
34	4	SHE OAK	CLOSE	TERRACE Cessnock
35	3	EUCALYPTUS	CLOSE	TERRACE Cessnock
36	12	WETLAND VIEW	DRIVE	VIEW Cessnock
37	10	WETLAND VIEW	DRIVE	VIEW Cessnock
38	8	WETLAND VIEW	DRIVE	VIEW Cessnock
39	1	SHE OAK	CLOSE	TERRACE Cessnock
40	2	RIPARIAN	CIRCUIT	Cessnock
41	4	RIPARIAN	CIRCUIT	Cessnock
42	3	SHE OAK	CLOSE	TERRACE Cessnock
43	5	SHE OAK	CLOSE	TERRACE Cessnock
44	6	RIPARIAN	CIRCUIT	Cessnock
45	2	WETLAND VIEW	DRIVE	VIEW Cessnock
46	4	WETLAND VIEW	DRIVE	VIEW Cessnock
47	6	WETLAND VIEW	DRIVE	VIEW Cessnock
48	18	MELALEUCA	WAY	Cessnock
49	16	MELALEUCA	WAY	Cessnock
50	14	MELALEUCA	WAY	Cessnock
51	12	MELALEUCA	WAY	Cessnock
52	10	MELALEUCA	WAY	Cessnock
53	8	MELALEUCA	WAY	Cessnock
54	6	MELALEUCA	WAY	Cessnock
55	4	MELALEUCA	WAY	Cessnock
56	2	MELALEUCA	WAY	Cessnock
57	21	LAKESIDE	CIRCUIT	Cessnock

If space is insufficient use additional annexure sheet

8.12.2022
 STREET NAME IN SCHEDULE AMENDED SEE 2022-119



Surveyor's Reference: 192-19 MH

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 5 of 8 sheet(s)



Office Use Only

Office Use Only

Registered:

28/09/2022

DP1278492

PLAN OF SUBDIVISION OF LOT 105
 DP1251728

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

Subdivision Certificate number: 14/2018/113/2

Date of Endorsement: 26 September 2022

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

SURVEYING AND SPATIAL INFORMATION REGULATION CLAUSE 60(c)

SCHEDULE OF LOTS AND ADDRESSES (cont)

Lot	Street No	Street Name	Street Type	Locality
58	23	LAKESIDE	CIRCUIT	Cessnock
59	25	LAKESIDE	CIRCUIT	Cessnock
60	27	LAKESIDE	CIRCUIT	Cessnock
61	29	LAKESIDE	CIRCUIT	Cessnock
62	31	LAKESIDE	CIRCUIT	Cessnock
63	33	LAKESIDE	CIRCUIT	Cessnock
64	35	LAKESIDE	CIRCUIT	Cessnock
65	37	LAKESIDE	CIRCUIT	Cessnock
66	39	LAKESIDE	CIRCUIT	Cessnock
67	41	LAKESIDE	CIRCUIT	Cessnock
68	43	LAKESIDE	CIRCUIT	Cessnock
69	45	LAKESIDE	CIRCUIT	Cessnock
70	47	LAKESIDE	CIRCUIT	Cessnock
71	51	LAKESIDE	CIRCUIT	Cessnock
72	55	LAKESIDE	CIRCUIT	Cessnock
73	57	LAKESIDE	CIRCUIT	Cessnock
74	59	LAKESIDE	CIRCUIT	Cessnock
75	63	LAKESIDE	CIRCUIT	Cessnock
76	65	LAKESIDE	CIRCUIT	Cessnock
77	67	LAKESIDE	CIRCUIT	Cessnock
78	69	LAKESIDE	CIRCUIT	Cessnock
79	71	LAKESIDE	CIRCUIT	Cessnock
80	73	LAKESIDE	CIRCUIT	Cessnock
81	75	LAKESIDE	CIRCUIT	Cessnock
82	77	LAKESIDE	CIRCUIT	Cessnock
83	16	LAKESIDE	CIRCUIT	Cessnock
84	18	LAKESIDE	CIRCUIT	Cessnock
85	20	LAKESIDE	CIRCUIT	Cessnock
86	22	LAKESIDE	CIRCUIT	Cessnock
87	24	LAKESIDE	CIRCUIT	Cessnock
88	26	LAKESIDE	CIRCUIT	Cessnock

If space is insufficient use additional annexure sheet

Surveyor's Reference: 192-19 MH

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 6 of 8 sheet(s)



28/09/2022

Office Use Only

Office Use Only

Registered:

DP1278492

**PLAN OF SUBDIVISION OF LOT 105
 DP1251728**

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

Subdivision Certificate number: 14/2018/113/2

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Date of Endorsement: 26 September 2022


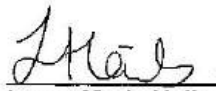

SURVEYING AND SPATIAL INFORMATION REGULATION CLAUSE 60(c)

SCHEDULE OF LOTS AND ADDRESSES (cont)

Lot	Street No	Street Name	Street Type	Locality
89	28	LAKESIDE	CIRCUIT	Cessnock
90	30	LAKESIDE	CIRCUIT	Cessnock
91	32	LAKESIDE	CIRCUIT	Cessnock
92	34	LAKESIDE	CIRCUIT	Cessnock
93	36	LAKESIDE	CIRCUIT	Cessnock
94	38	LAKESIDE	CIRCUIT	Cessnock
95	40	LAKESIDE	CIRCUIT	Cessnock
96	42	LAKESIDE	CIRCUIT	Cessnock
97	10	LAKESIDE	CIRCUIT	Cessnock
98	11	NATURES	WAY	Cessnock
99	9	NATURES	WAY	Cessnock
100	7	NATURES	WAY	Cessnock
101	5	NATURES	WAY	Cessnock
102	3	NATURES	WAY	Cessnock
103	24	RIPARIAN	CIRCUIT	Cessnock
104	26	RIPARIAN	CIRCUIT	Cessnock
105	28	RIPARIAN	CIRCUIT	Cessnock
106	2	LAKESIDE	CIRCUIT	Cessnock
107	4	LAKESIDE	CIRCUIT	Cessnock
108	6	LAKESIDE	CIRCUIT	Cessnock
109	8	LAKESIDE	CIRCUIT	Cessnock
110		NATURES	WAY	Cessnock

If space is insufficient use additional annexure sheet

Surveyor's Reference: 192-19 MH

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 7 of 8 sheet(s)
Office Use Only Registered:  28/09/2022		Office Use Only DP1278492
PLAN OF SUBDIVISION OF LOT 105 DP1251728		This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 2017• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals- see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate number: <u>14/2018/113/2</u> Date of Endorsement: <u>26 September 2022</u>		
SIGNATURES:		
Executed by HUNTER WATER CORPORATION) ABN 46 228 513 446 by its Attorney) LAURA MARIE HAILS) pursuant to registered Power of Attorney) Book 4753 No 921 in the presence of:)		 <hr/> Laura Marie Hails
 Witness		
Cheryl Louise Eube Name of Witness Solicitor 36 Honeysuckle Drive, Newcastle Address of Witness		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 192-19 MH		

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 8 of 8 sheet(s)



28/09/2022

Office Use Only

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOT 105
DP1251728

DP1278492

Subdivision Certificate number: 14/2018/113/2

Date of Endorsement: 26 September 2022

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

SIGNATURES:

Executed by MOUNT VIEW ROAD PTY LTD (A.C.N 636 941 458) by

Director

Name:

Ian John Edwards
Sole Director & Secretary

Director/Secretary

Name:

If space is insufficient use additional annexure sheet

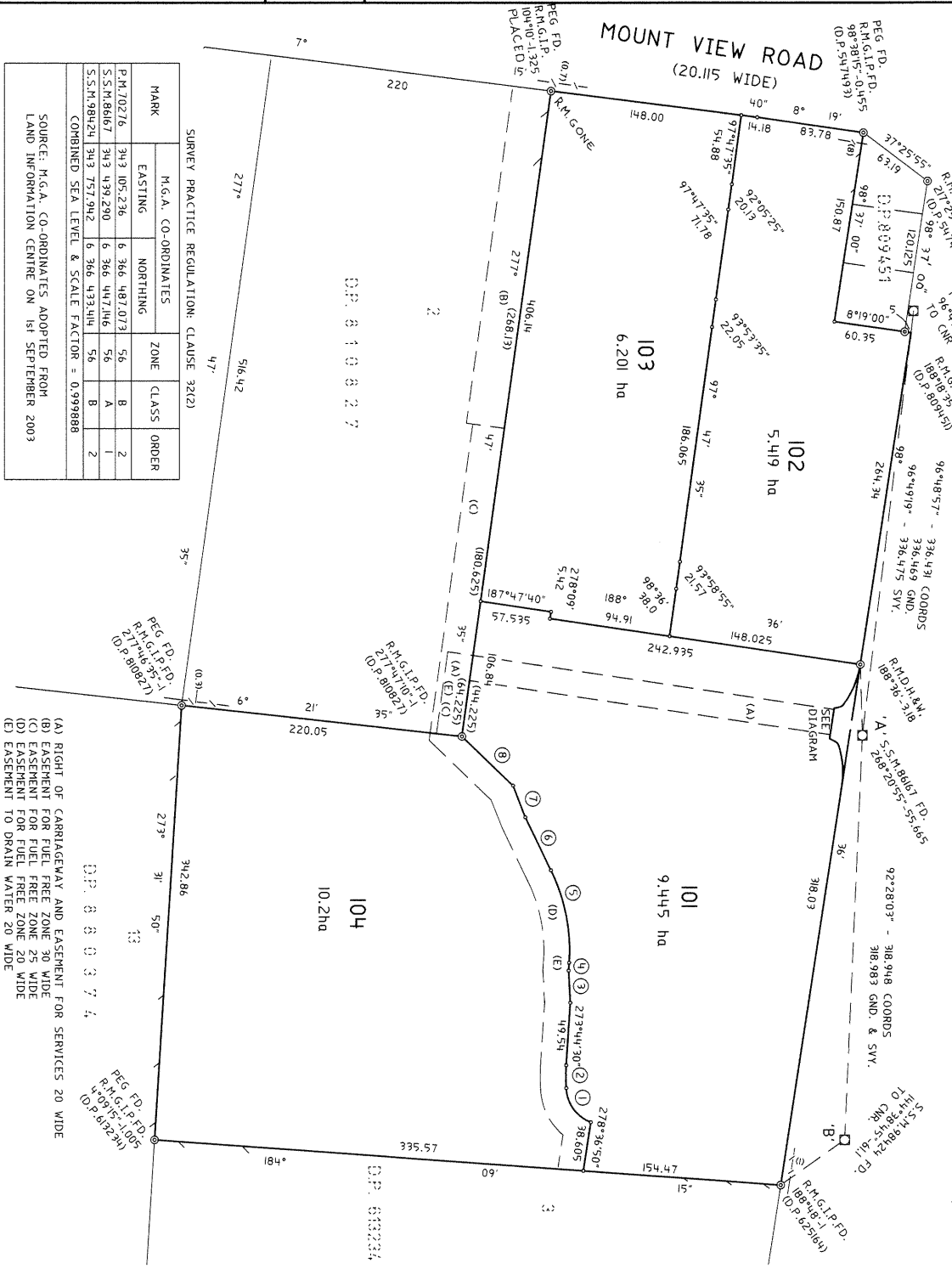
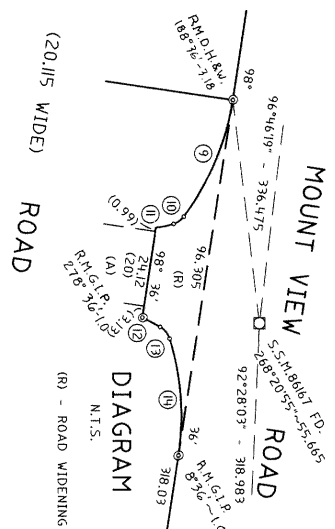
Surveyor's Reference: 192-19 MH

P. J. Stewart

DP1064868

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	233° 17' 25"	31.94	33.68	30
2	269° 35' 50"	19.225	19.24	133
3	266° 55' 00"	25.245		
4	273° 44' 00"	6.25		
5	258° 57' 30"	74.255	75.085	145.5
6	244° 34' 00"	46.5		
7	248° 48' 20"	26.695		
8	223° 58' 40"	55.135		
9	112° 31' 00"	33.915	34.255	70.5
10	144° 07' 20"	3.34	3.395	5.5
11	167° 11' 35"	4.79	4.795	25.5
12	27° 54' 40"	5.34	5.34	70.5
13	51° 26' 40"	4.005	4.10	5.5
14	85° 42' 20"	31.475	31.74	70.5



SURVEY PRACTICE REGULATION: CLAUSE 32(2)

MARK	M.G.A. CO-ORDINATES	ZONE	CLASS	ORDER			
P.M. 10276	343 105.236	6	386	487.073	56	B	2
S.S.M. 8667	343 149.290	6	386	447.46	56	A	1
S.S.M. 9824	343 757.942	6	386	433.444	56	B	2

COMBINED SEA LEVEL & SCALE FACTOR = 0.999888

SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM LAND INFORMATION CENTRE ON 1ST SEPTEMBER 2003

Crown Lands Office Approval

PLAN APPROVED: _____

Authorised Officer: _____

Page No.: _____

Field Book: _____ pages

Subdivision Certificate: _____

Consent Authority: CESSNOCK CITY COUNCIL

Date of endorsement: MARCH 12, 2004

Accreditation No.: _____

Subdivision Certificate No.: 14/2003/256A

File No.: 10001/256A

I certify that the provisions of s.10(3) of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision.

Subdivision: _____

Consent Authority: _____

Date of endorsement: _____

Accreditation No.: _____

Subdivision Certificate No.: _____

File No.: _____

It should include a signature in an electronic or digital format approved by the Registrar-General.

• Delete whichever is inapplicable

SURVEYOR'S REFERENCE: 10854 CHECKLIST

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Filename: 10854-L01.DWG

Registered: 28 5.5.2004

C.A.: SEE CERTIFICATE

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U2765-8.84

Last Plan: D.P. 880374

PLAN OF SUBDIVISION OF LOT 14 D.P. 880374, EASEMENT TO DRAIN WATER, EASEMENT FOR FUEL FREE ZONE, RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES OVER LOT 2 D.P. 880827

Lengths are in metres. Reduction Ratio 1:2500

L.G.A.: CESSNOCK

Locality: CESSNOCK

Parish: POKOLBIN

County: NORTHUMBERLAND

This is sheet _____ of my plan in _____ sheets (where applicable)

Surveying Regulation 2001

ROSS ROBERT THOMAS VALES

of JOHNSON PARTNERS OX 7250 GOSFORD

certify that the plan is a true and correct copy of the original plan and that the original plan has been made in accordance with the Surveying Regulation 2001 and was completed on 20th January 2004

The survey relates to:

(here specify the land actually surveyed, or specify any land shown in the plan (b) is the subject of the survey)

Subdivision: _____

Survey registered under the Surveying Act 2002

Diagram No.: _____

Plan No.: _____

Plans used in preparation of survey/compassion:

D.P. 809451

D.P. 810827

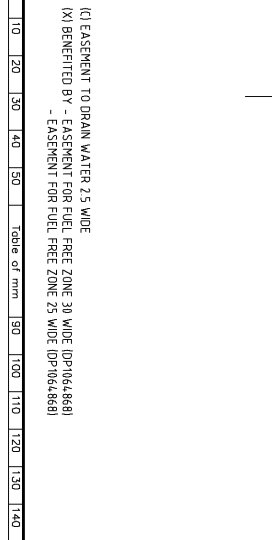
D.P. 880374

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 ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1999 AS AMENDED IT IS INTENDED TO CREATE:

- RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 20 WIDE
- EASEMENT FOR FUEL FREE ZONE 30 WIDE
- EASEMENT FOR FUEL FREE ZONE 25 WIDE
- EASEMENT FOR FUEL FREE ZONE 20 WIDE
- EASEMENT TO DRAIN WATER



(C) EASEMENT TO DRAIN WATER 2.5 WIDE
 (X) BENEFITED BY - EASEMENT FOR FUEL FREE ZONE 30 WIDE (DP1064868)
 - EASEMENT FOR FUEL FREE ZONE 25 WIDE (DP1064868)

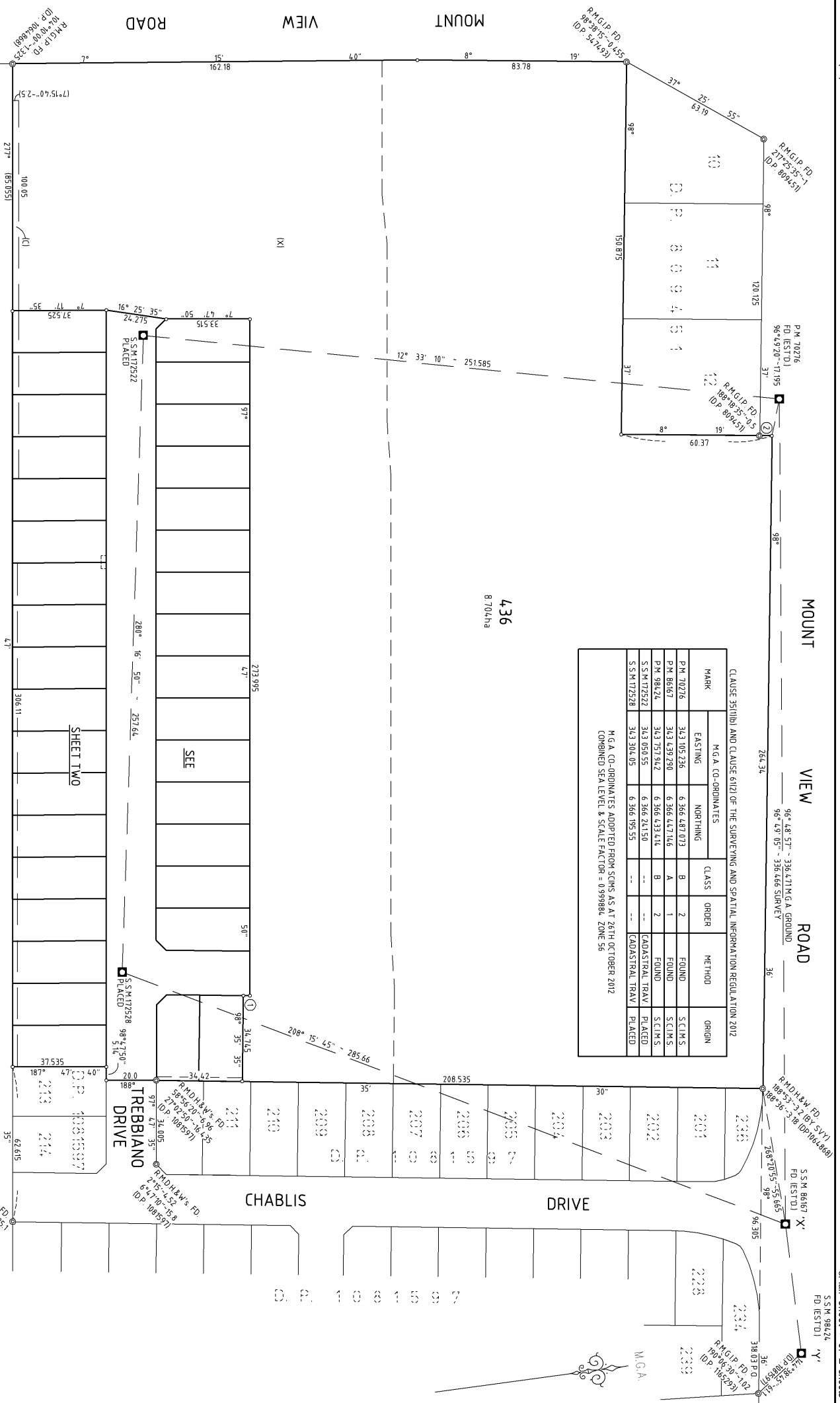
Surveyor: PETER GREGORY JACOBS
 Date of Survey: 28TH OCTOBER 2012
 Surveyor's Ref: 10894(d)-LIN-001-A

**PLAN OF SUBDIVISION OF LOT 102 & 103
 IN D.P. 1064868 AND LOT 237 IN D.P. 1081597**

LGA: CESSNOCK
 Locality: CESSNOCK
 Subdivision No: 14/2003/25665
 Lengths are in metres. Reduction Ratio 1:1000

Registered
 12.2.2013

D.P. 1173257



CLAUSE 55(1)(b) AND CLAUSE 61(2) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2012

MARK	M.G.A. CO-ORDINATES		CLASS	PROER	METHOD	ORIGIN
	EASTING	NORTHING				
P.M. 70276	363 705 236	6 366 487 073	B	2	FOUND	S.C.I.M.S.
P.M. 86167	363 439 290	6 366 427 746	A	1	FOUND	S.C.I.M.S.
P.M. 98424	363 757 942	6 366 433 414	B	2	FOUND	S.C.I.M.S.
S.S.M. 172522	363 050 55	6 366 21 150	--	--	CAOASTRAL TRAV. PLACED	PLACED
S.S.M. 172528	363 304 05	6 366 195 55	--	--	CAOASTRAL TRAV. PLACED	PLACED

M.G.A. CO-ORDINATES ADOPTED FROM SPMS AS AT 26TH OCTOBER 2012
 (COMBINED SEA LEVEL & SCALE FACTOR = 0.999884, ZONE 56)

P.M. 70276 - S.S.M. 98424

M.G.A. GND	BEARING	DISTANCE
SVY	92° 42' 03"	654.984
SVY	92° 42' 03"	654.977

S.S.M. 86167 - S.S.M. 98424

M.G.A. GND	BEARING	DISTANCE
SVY	92° 28' 03"	318.985
SVY	92° 28' 03"	318.983

SCHEDULE OF SHORT BOUNDARIES

No	BEARING	DISTANCE
1	188° 36'	2.615
2	8° 19'	5

SCHEDULE OF REFERENCE MARKS PLACED

NO	BEARING	DISTANCE
RM.1	252° 50' 30"	10.54
RM.1	219° 18' 20"	18.295
RM.2	187° 01' 30"	4.395
RM.2	187° 13'	15.56
RM.3	187° 01'	4.4
RM.3	187° 14'	15.595
RM.4	182° 17' 35"	4.425 & 15.57
RM.5	277° 06' 20"	4.395 & 13.15
RM.6	277° 48'	4.305 & 13.02

ALL REFERENCE MARKS ARE DRILL HOLE & WINGS IN KERB

SCHEDULE OF SHORT BOUNDARIES

No.	BEARING	DISTANCE
1	8° 36'	2.615
2	322° 47' 50"	5.655
3	233° 11' 55"	5.695
4	323° 22' 30"	5.635

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
- (B) EASEMENT TO DRAIN WATER 2 WIDE
- (C) EASEMENT TO DRAIN WATER 2.5 WIDE
- (D) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE
- (E) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE
- (F) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE
- (G) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE
- (H) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE
- (I) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE
- (J) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE
- (K) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE
- (L) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE
- (M) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE
- (N) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE
- (O) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE
- (P) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE
- (Q) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE
- (R) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE
- (S) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE
- (T) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE
- (U) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE
- (V) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE
- (W) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE
- (X) BENEFITED BY - EASEMENT FOR FUEL FREE ZONE 30 WIDE (DP1064868)
- (Y) BENEFITED BY - EASEMENT FOR FUEL FREE ZONE 25 WIDE (DP1064868)

Table of mm

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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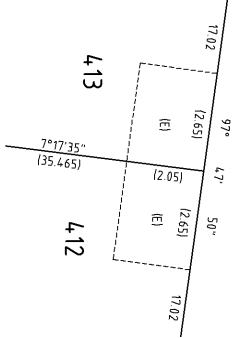
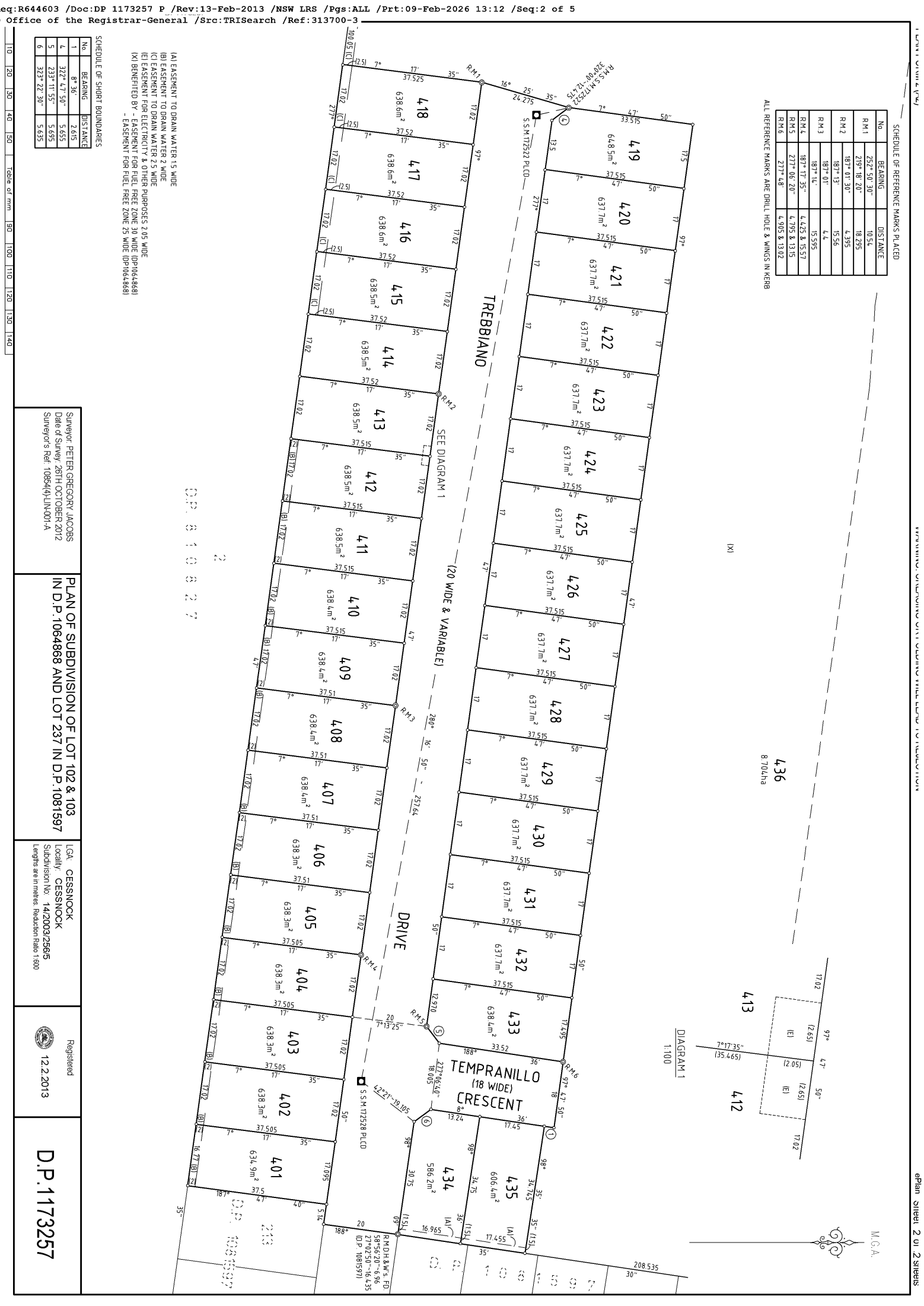
Surveyor: PETER GREGORY JACOBS
 Date of Survey: 28TH OCTOBER 2012
 Surveyor's Ref: 10854(4) LINC01A

PLAN OF SUBDIVISION OF LOT 102 & 103
 IN D.P. 1064888 AND LOT 237 IN D.P. 1081597

LGA: CESSNOCK
 Locality: CESSNOCK
 Subdivision No: 14/2003/25665
 Lengths are in metres. Reduction Ratio 1:600

Registered
 12.2.2013

D.P. 1173257



D.P. 1081597
 2

RM.1
 252° 50' 30"
 10.54

RM.2
 219° 18' 20"
 18.295

RM.3
 187° 01' 30"
 4.395

RM.4
 187° 13'
 15.56

RM.5
 187° 01'
 4.4

RM.6
 187° 14'
 15.595

RM.7
 182° 17' 35"
 4.425 & 15.57

RM.8
 277° 06' 20"
 4.395 & 13.15

RM.9
 277° 48'
 4.305 & 13.02


PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 1 OF 3 SHEET(S)

Registered:  12.2.2013
 Title System: TORRENS
 Purpose: SUBDIVISION

Office Use Only

Office Use Only

D.P.1173257

**PLAN OF SUBDIVISION OF
 LOT 102 & 103 IN D.P.1064868 AND
 LOT 237 IN D.P.1081597**

LGA: CESSNOCK
 Locality: CESSNOCK
 Parish: POKOLBIN
 County: NORTHUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

Signature:.....
 Date:.....
 File Number:.....
 Office:.....

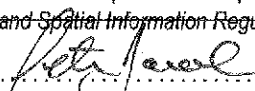
Survey Certificate

I, PETER GREGORY JACOBS
 of ADW JOHNSON PTY LIMITED
 P.O. BOX 3717, TUGGERAH, NSW 2259
 a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 26/10/2012

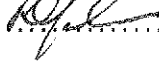
*(b) The part of the land shown in the plan (*being* excluding) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation.

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

Signature:  Dated: 3/12/2012
 Surveyor ID: 8496
 Datum Line: 'X' : 'Y'
 Type: *Urban/*Rural
 The terrain is *Level-Undulating / *Steep-Mountainous:

Subdivision Certificate

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

Signature: 
 Accreditation number:
 Consent Authority: CESSNOCK CITY COUNCIL
 Date of endorsement: 20 DECEMBER 2012
 Subdivision Certificate number: 14/2003/256/5
 File number: 8/2003/256/1

*Strike through if inapplicable.

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

IT IS INTENDED TO DEDICATE TEMPRANILLO CRESCENT AND THE EXTENSION OF TREBBIANO DRIVE TO THE PUBLIC AS PUBLIC ROAD.

Plans used in the preparation of this survey / compilation

- D.P.547693
- D.P.809451
- D.P.810827
- D.P.1064868
- D.P.1081597
- D.P.1165293

If space insufficient continue on PLAN FORM 6A

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

SURVEYOR'S REFERENCE: 10854(4)-LIN-001-A


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 2 OF 3 SHEET(S)

Registered:  12.2.2013 Office Use Only

Office Use Only

D.P.1173257

PLAN OF SUBDIVISION OF
LOT 102 & 103 IN D.P.1064868 AND
LOT 237 IN D.P.1081597

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

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

Subdivision Certificate No: . . . 14/2003/256/5
Date of Endorsement: 20 DECEMBER 2012

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

(A) CREATE:-

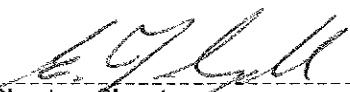
1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. EASEMENT TO DRAIN WATER 2 WIDE (B)
3. EASEMENT TO DRAIN WATER 2.5 WIDE (C)
4. RESTRICTION ON THE USE OF LAND
5. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.05 WIDE (E)

(B) RELEASE:-

1. EASEMENT TO DRAIN WATER 1.5 WIDE (PARTIAL RELEASE) (No.1 IN DP1081597)
2. EASEMENT FOR FUEL FREE ZONE 30 WIDE (PARTIAL RELEASE) (No.2 IN DP1064868)
3. EASEMENT FOR FUEL FREE ZONE 25WIDE (PARTIAL RELEASE) (No.3 IN DP1064868)
4. EASEMENT FOR FUEL FREE ZONE 20 WIDE (PARTIAL RELEASE) (No.4 IN DP1064868)
5. EASEMENT TO DRAIN WATER 20 WIDE (PARTIAL RELEASE) (No.5 IN DP1064868)

STREET ADDRESSES OF ALL LOTS ARE NOT AVAILABLE

Executed by Gobbo Holdings Pty Limited
ACN 001 416 011 under Section 127 of the
Corporations Act (2001) in the presence of:


Directors Signature

Egidio Franz Gobbo
Directors Name (Block Letters)


Directors/Secretarys Signature

Jill Gobbo
Directors/Secretarys Signature Name
(Block letters)

If space insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 10854(4)-LIN-001-A

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 3 OF 3 SHEET(S)

Registered:



12.2.2013

Office Use Only

Office Use Only

D.P.1173257

PLAN OF SUBDIVISION OF
 LOT 102 & 103 IN D.P.1064868 AND
 LOT 237 IN D.P.1081597

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

Subdivision Certificate No: ...14/2003/256/S.....
 Date of Endorsement: ...20 DECEMBER 2012.....

Executed for and on behalf of AUSGRID
 (ABN 67 505 337 385) by:

LISA ANNE MAFFINA
 its duly constituted Attorney pursuant to Power
 of Attorney Registered No. 4641 Book 639 and
 the Attorney declares that the Attorney has not
 received notice of the revocation of such Power
 of Attorney in the presence of:

Lisa Maffina
 Attorney

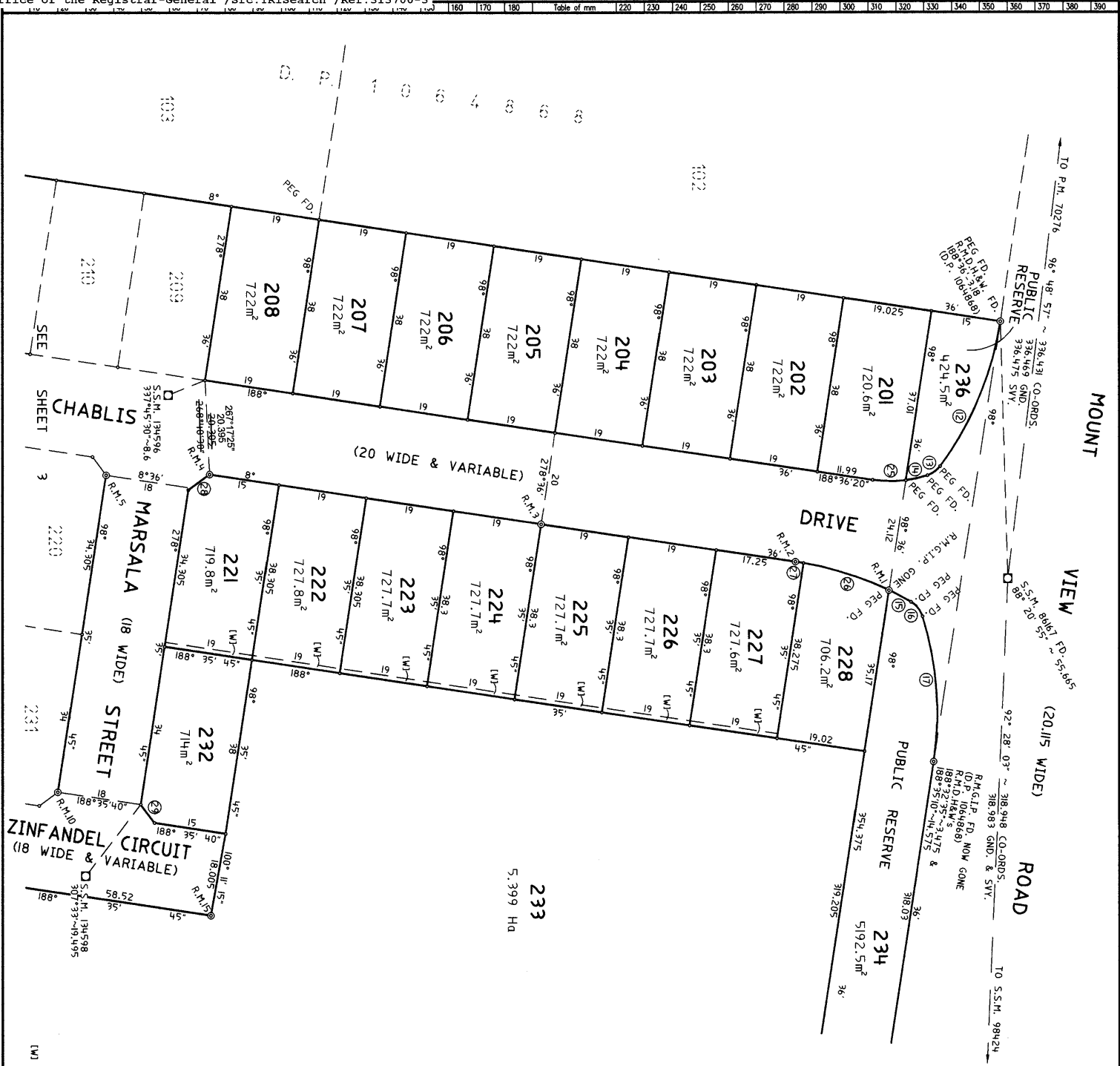
MP
 Witness Signature

Melissa Penney
 Witness Name (Block Letters)

570 George Street,
Sydney
 Address of Witness

If space insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 10854(4)-LIN-001-A



MOUNT

VIEW

ROAD

M.G.A.

S.S.M. 86167 - S.S.M. 194596

BEARING	DISTANCE
192° 26' 10"	184.73

S.S.M. 194596 - S.S.M. 194598

BEARING	DISTANCE
99° 43' 10"	104.98

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
12	112° 31' 10"	33.945	34.255	70.5
13	144° 07' 20"	3.34	3.395	5.5
14	167° 11' 35"	4.79	4.795	25.5
15	207° 54' 40"	5.34	5.34	70.5
16	231° 26' 40"	4.005	4.1	5.5
17	285° 42' 20"	31.475	31.74	70.5
25	0° 34'	7.105	7.13	25.5
26	17° 52' 15"	19.275	19.35	70.5
27	9° 18' 45"	1.755	1.755	70.5
28	323° 36'	5.655	5.655	70.5
29	233° 36'	5.655	5.655	70.5

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE
R.M.1	98° 21' 10"	4.555
R.M.2	98° 35' 20"	19.555
R.M.3	98° 36' 35"	4.4 & 15.65
R.M.4	82° 28' 40"	4.35 & 15.55
R.M.5	86° 54' 15"	15.945
R.M.6	82° 46' 25"	4.925
R.M.7	186° 24' 20"	13.06
R.M.8	94° 40'	4.125
R.M.9	190° 46' 20"	13.16
R.M.10	100° 11' 15"	5.25 & 13

ALL REFERENCE MARKS ARE DRILL HOLES & WINGS IN KERB

(W) EASEMENT TO DRAIN WATER 1.5 WIDE

Plan Drawing only to appear in this space

Registered DP1081597 NSW 20.04.2006

This is sheet 2 of my plan in 3 sheets dated 20-3-08

Surveyor registered under Surveying Act 2002

This is sheet 2 of the plan of 3 sheets covered by my Certificate No. W120032222 of Marsala St, 2006

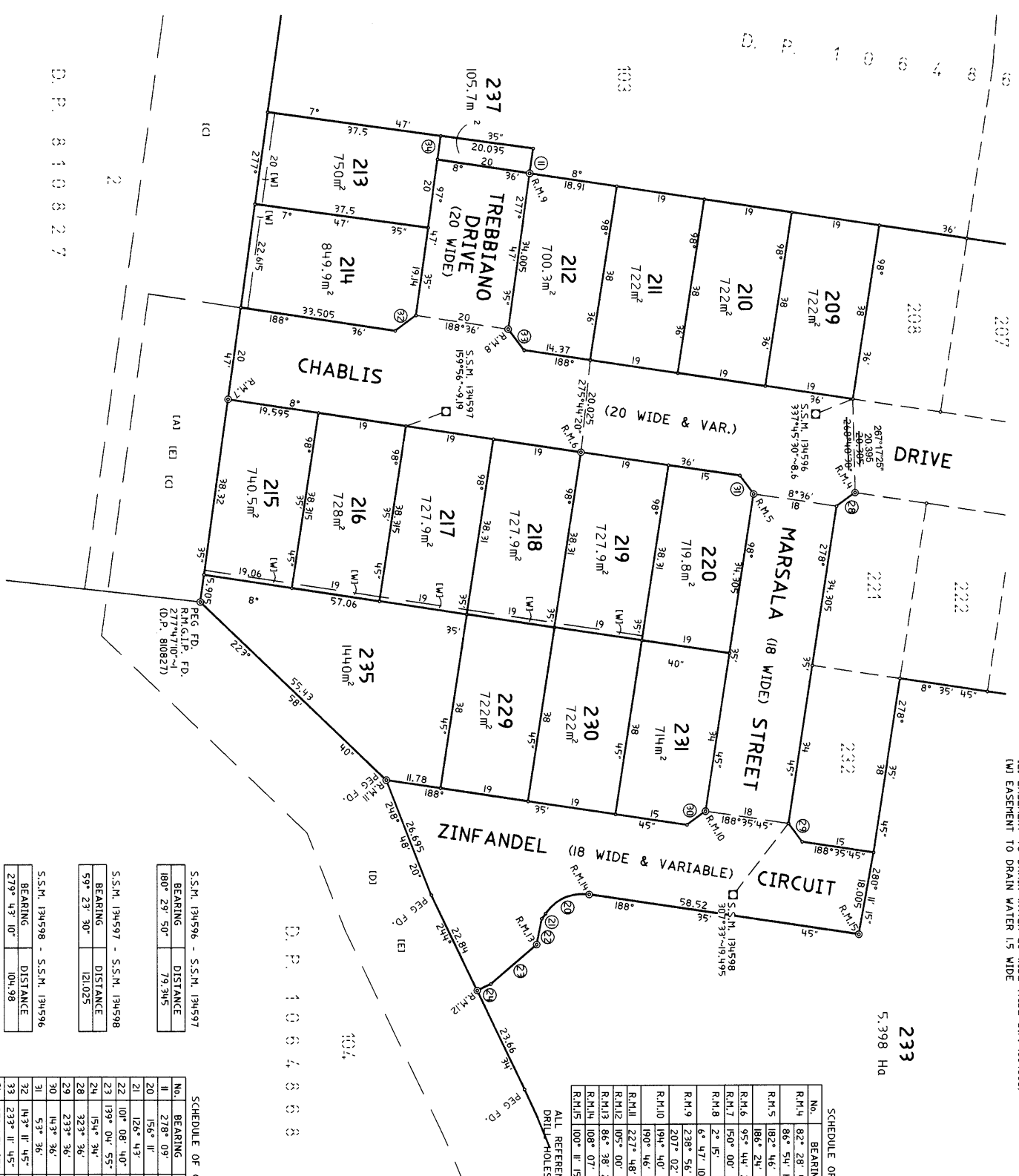
Authorised Person/General Manager/Associate/ Clerk

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

Reduction Ratio 1:600

Surveyor's Reference: 10894

CONNECTION ACROSS ROAD AMENDED - SEE 2011/510 27.6.2011



- (A) RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 20 WIDE (WIDE D.P. 1064868)
- (C) EASEMENT FOR FUEL FREE ZONE 25 WIDE (WIDE D.P. 1064868)
- (D) EASEMENT FOR FUEL FREE ZONE 20 WIDE (WIDE D.P. 1064868)
- (E) EASEMENT TO DRAIN WATER 20 WIDE (WIDE D.P. 1064868)
- (M) EASEMENT TO DRAIN WATER 15 WIDE

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE
R.M.4	82° 28' 40"	4.56
R.M.5	86° 54' 15"	15.945
R.M.6	182° 46' 25"	4.925
R.M.7	186° 24' 20"	13.06
R.M.8	95° 44' 20"	4.4 & 15.6
R.M.9	150° 00'	7.85 & 25.1
R.M.10	2° 15'	4.52
R.M.11	6° 47' 10"	15.8
R.M.12	238° 56' 20"	6.96
R.M.13	207° 02' 50"	16.435
R.M.14	194° 40'	4.725
R.M.15	190° 46' 20"	13.16
R.M.16	227° 48' 50"	23.05
R.M.17	105° 00' 45"	16.06 & 33.06
R.M.18	86° 38' 20"	11.95 & 22.145
R.M.19	108° 07' 20"	5 & 13.15
R.M.20	100° 11' 15"	5.25 & 13

ALL REFERENCE MARKS ARE DRILL HOLES & WINGS IN KERB

S.S.M. 134596 - S.S.M. 134597

BEARING	DISTANCE
180° 29' 50"	79.345

S.S.M. 134597 - S.S.M. 134598

BEARING	DISTANCE
59° 23' 30"	121.025

S.S.M. 134598 - S.S.M. 134596

BEARING	DISTANCE
279° 43' 10"	104.98

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
11	278° 09'	5.42	---	---
20	156° 11'	10.24	10.805	9.55
21	126° 43'	1.885	1.385	13.5
22	101° 08' 40"	5.665	---	---
23	139° 04' 55"	12.985	---	---
24	154° 34'	3.3	---	---
28	323° 36'	5.655	---	---
29	233° 36'	5.655	---	---
30	143° 36'	5.655	---	---
31	53° 36'	5.655	---	---
32	143° 11' 45"	5.615	---	---
33	233° 11' 45"	5.695	---	---
34	97° 47' 35"	5.14	---	---

Plan Drawing only to appear in this space

Reduction Ratio 1:600

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

(Sheet 1 of 5 sheets)

DP1064868

Plan of subdivision of Lot 14 DP880374,
Easement to Drain Water, Easement for
Fuel Free Zone, Right of Carriageway &
Easement for Services over Lot 2 D.P.
810827 covered by Subdivision
Certificate No. 14/2003/256/1

**Full name and address of the owner
of the land:**

PETER JOHN MITCHELL
Lot 2 Mount View Road,
Cessnock NSW 2325

PART 1

1. **Identity of easement, profit à prendre, restriction or positive covenant to be created and firstly referred to in the plan:** Right of Carriageway and Easement for Services 20 wide

Schedule of Lots etc. affected

Lots burdened	Lots, relevant roads, bodies or prescribed authorities benefited.
101	104, Lot 2 DP 810827
Lot 2 DP 810827	104


2. **Identity of easement, profit à prendre, restriction or positive covenant to be created and secondly referred to in the plan:** Easement for Fuel Free Zone 30 wide.

Schedule of Lots etc. affected

Lots burdened	Lots, relevant roads, bodies or prescribed authorities benefited.
Lot 2 DP810827	103

3. **Identity of easement, profit à prendre, restriction or positive covenant to be created and thirdly referred to in the plan:** Easement for Fuel Free Zone 25 wide.

Approved by Cessnock City Council


.....
Authorised Officer



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

(Sheet 2 of 5 sheets)

DP1064868

Plan of subdivision of Lot 14 DP880374,
Easement to Drain Water, Easement for
Fuel Free Zone, Right of Carriageway &
Easement for Services over Lot 2 D.P.
810827 covered by Subdivision
Certificate No. 14/2003/256/1

Schedule of Lots etc. affected

Lots burdened	Lots, relevant roads, bodies or prescribed authorities benefited.
Lot 2 DP810827	101, 103, 104
4. Identity of easement, profit à prendre, restriction or positive covenant to be created and fourthly referred to in the plan:	Easement for Fuel Free Zone 20 wide.

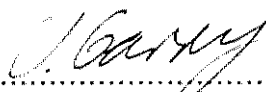
Schedule of Lots etc. affected

Lots burdened	Lots, relevant roads, bodies or prescribed authorities benefited.
104	101
5. Identity of easement, profit à prendre, restriction or positive covenant to be created and fifthly referred to in the plan:	Easement to drain water 20 wide.

Schedule of Lots etc. affected

Lots burdened	Lots, relevant roads, bodies or prescribed authorities benefited.
Lot 2 DP810827	101
104	101
Lot 2 DP810827	104
104	Lot 2 DP810827

Approved by Cessnock City Council


.....
Authorised Officer



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

(Sheet 3 of 5 sheets)

DP1064868

Plan of subdivision of Lot 14 DP880374,
Easement to Drain Water, Easement for
Fuel Free Zone, Right of Carriageway &
Easement for Services over Lot 2 D.P.
810827 covered by Subdivision
Certificate No. 14/2003/256/1

PART 2

1. TERMS OF RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 20 WIDE FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the land benefited or any part thereof in whose favour this easement is created and for every person authorised by them to go pass and repass at all times and for all purposes with or without animals or vehicles or both over the land indicated herein as the land burdened and full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the land burdened or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him to make, layout, construct, erect, install, carry, maintain, use through, above and under the land burdened all drains, pipes, conduits, underground wires or other equipment and materials necessary to provide and carry all or any water, gas, electricity, telephone and/or other domestic services to and from the said land benefited PROVIDED THAT the said drains, conduits, underground wires and/or other equipment and materials shall be laid in such position as to cause as little interference as possible with the rights of carriageway hereby reserved TOGETHER WITH the right for the grantee and every person authorised by him with any tools, implements, or machinery necessary for the purpose to enter upon the land burdened and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such equipment or that part thereof to such extent as may be necessary PROVIDED THAT the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the land burdened and/or free access to the land benefited and will restore without delay that surface as nearly as practicable to its original condition.

2. TERMS OF EASEMENT FOR FUEL FREE ZONE 30 WIDE SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN

The registered proprietor for the time being of the lot burdened shall maintain the area of the within easement as a "fuel free zone." For the purposes of this easement "fuel free zone" shall mean that the area is free from any material

Approved by Cessnock City Council


.....
Authorised Officer



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

(Sheet 4 of 5 sheets)

DP1064868

Plan of subdivision of Lot 14 DP880374,
Easement to Drain Water, Easement for
Fuel Free Zone, Right of Carriageway &
Easement for Services over Lot 2 D.P.
810827 covered by Subdivision
Certificate No. 14/2003/256/1

which in the opinion of Cessnock City Council might be set alight by means of flames, heat or sparks or is a fire hazard and any landscaping or plantings therein shall be in accordance with the publication NSW Rural Fire Service – Planning for Bushfire Protection as amended from time to time.

3 TERMS OF EASEMENT FOR FUEL FREE ZONE 25 WIDE THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN

The registered proprietor for the time being of the lot burdened shall maintain the area of the within easement as a “fuel free zone.” For the purposes of this easement “fuel free zone” shall mean that the area is free from any material which in the opinion of Cessnock City Council might be set alight by means of flames, heat or sparks or is a fire hazard and any landscaping or plantings therein shall be in accordance with the publication NSW Rural Fire Service – Planning for Bushfire Protection as amended from time to time.

4 TERMS OF EASEMENT FOR FUEL FREE ZONE 20 WIDE FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN

The registered proprietor for the time being of the lot burdened shall maintain the area of the within easement as a “fuel free zone.” For the purposes of this easement “fuel free zone” shall mean that the area is free from any material which in the opinion of Cessnock City Council might be set alight by means of flames, heat or sparks or is a fire hazard and any landscaping or plantings therein shall be in accordance with the publication NSW Rural Fire Service – Planning for Bushfire Protection as amended from time to time.

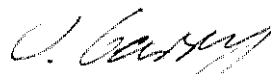
5. TERMS OF EASEMENT TO DRAIN WATER 20 WIDE FIFTHLY REFERRED TO IN ABOVEMENTIONED PLAN

An easement to drain water within the meaning of Part 3 of Schedule 8 of the Conveyancing Act 1919 as amended.

Name of person empowered to release, vary or modify easements, restrictions or positive covenant firstly, secondly, thirdly, fourthly and fifthly referred to in the plan:

The Council of the City of Cessnock.

Approved by Cessnock City Council


.....
Authorised Officer



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

(Sheet 5 of 5 sheets)

DP1064868

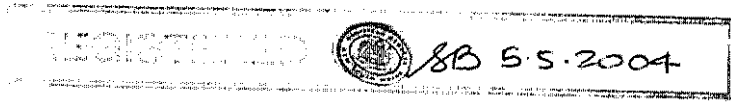
Plan of subdivision of Lot 14 DP880374,
Easement to Drain Water, Easement for
Fuel Free Zone, Right of Carriageway &
Easement for Services over Lot 2 D.P.
810827 covered by Subdivision
Certificate No. 14/2003/256/1

SIGNED SEALED AND DELIVERED by
PETER JOHN MITCHELL in the presence
of:

} *P. J. Mitchell*
.....

[Signature]
.....
Witness

[Signature]
JOHN GORR
253 ROANNA WAY
HORSLEY PARK
NS.W 2164.



Approved by Cessnock City Council

V. Casny
.....
Authorised Officer

P. J. Mitchell
.....

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
 RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE
 COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
 CONVEYANCING ACT, 1919.**

Lengths are in metres

Page 1 of 8 Pages

Plan: **DP1173257**

Subdivision of Lot 102 & 103 in Deposited
 Plan No. 1064868 and Lot 237 in
 Deposited Plan 1081597 covered by
 Subdivision Certificate No. **14/2003/256/5**

Full name and address of the
 Proprietor of the land

Gobbo Holdings Pty Limited
 6 Koala Way
 Horsley Park NSW 2175
 (ACN 001 416 011)

PART 1

	Identity of easement firstly referred to in the abovementioned plan	Lots or Authority Burdened:	Lots or Authority Benefited:
1	Easement to Drain Water 1.5 Wide [A]	434 435	435 & 436 436

	Identity of easement secondly referred to in the abovementioned plan	Lots or Authority Burdened:	Lots or Authority Benefited:
2	Easement to Drain Water 2 Wide [B]	412 411 410 409 408 407 406 405 404 403 402 401	413 412 & 413 411 to 413 inclusive 410 to 413 inclusive 409 to 413 inclusive 408 to 413 inclusive 407 to 413 inclusive 406 to 413 inclusive 405 to 413 inclusive 404 to 413 inclusive 403 to 413 inclusive 402 to 413 inclusive



.....
 Authorised Person of Cessnock City Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
 RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE
 COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
 CONVEYANCING ACT, 1919.**

Lengths are in metres

Page 2 of 8 Pages

Plan: **DP1173257**

Subdivision of Lot 102 & 103 in Deposited
 Plan No. 1064868 and Lot 237 in
 Deposited Plan 1081597 covered by
 Subdivision Certificate No. *14/2003/256/5*

PART 1 (CONT'D)

	Identity of easement thirdly referred to in the abovementioned plan	Lots or Authority Burdened:	Lots or Authority Benefited:
3	Easement to Drain Water 2.5 Wide [C]	415 416 417 418 436	414 414 & 415 414 to 416 inclusive 414 to 417 inclusive 414 to 418 inclusive

	Identity of restriction fourthly referred to in the abovementioned plan	Lots or Authority Burdened:	Lots or Authority Benefited:
4	Restriction on the Use of Land	Lots 401 to 435 inclusive	Every other lot

	Identity of easement fifthly referred to in the abovementioned plan	Lots or Authority Burdened:	Lots or Authority Benefited:
5	Easement for Electricity & other Purposes 2.05 Wide (E)	Lots 412 & 413	AUSGRID ABN: 67 505 337 385



.....
 Authorised Person of Cessnock City Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
 RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE
 COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
 CONVEYANCING ACT, 1919.**

Lengths are in metres

Page 3 of 8 Pages

Plan: **DP1173257**

Subdivision of Lot 102 & 103 in Deposited
 Plan No. 1064868 and Lot 237 in
 Deposited Plan 1081597 covered by
 Subdivision Certificate No. 14/2003/256/5

PART 1A

	Identity of easement to be partially released and firstly referred to in the abovementioned plan	Lots or Authority Burdened by existing easement:	Lots or Authority Benefited by existing easement:
1	Easement to Drain Water 1.5 wide (No.1 in DP1081597)	Lots 213 & 214 DP 1081597	Lots 414 to 436 inclusive, Trebbiano Drive and Tempranillo Crescent

	Identity of easement to be partially released and secondly referred to in the abovementioned plan	Lots or Authority Burdened by existing easement:	Lots or Authority Benefited by existing easement:
2	Easement for Fuel Free Zone 30 wide (No.2 in DP1064868)	Lot 2 in DP810827	Lots 419 to 435 inclusive

	Identity of easement to be partially released and thirdly referred to in the abovementioned plan	Lots or Authority Burdened by existing easement:	Lots or Authority Benefited by existing easement:
3	Easement for Fuel Free Zone 25 wide (No.3 in DP1064868)	Lot 2 in DP810827	Lots 419 to 435 inclusive, and Lot 237 in DP1081597



.....
 Authorised Person of Cessnock City Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919.**

Lengths are in metres

Page 4 of 8 Pages

Plan: **DP1173257**

Subdivision of Lot 102 & 103 in Deposited
Plan No. 1064868 and Lot 237 in
Deposited Plan 1081597 covered by
Subdivision Certificate No. **14/2003/256/5**

	Identity of easement to be partially released and fourthly referred to in the abovementioned plan	Lots or Authority Burdened by existing easement:	Lots or Authority Benefited by existing easement:
4	Easement for Fuel Free Zone 20 wide (No.4 in DP1064868)	Lots 104 in DP1064868	Lot 237 in DP1081597

	Identity of easement to be partially released and fifthly referred to in the abovementioned plan	Lots or Authority Burdened by existing easement:	Lots or Authority Benefited by existing easement:
5	Easement to Drain Water 20 wide (No.5 in DP1064868)	Lot 2 in DP810827 and Lot 104 in DP1064868	Lot 237 in DP1081597



.....
Authorised Person of Cessnock City Council

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919.

Lengths are in metres

Page 5 of 8 Pages

Plan: **DP1173257**

Subdivision of Lot 102 &103 in Deposited
Plan No. 1064868 and Lot 237 in
Deposited Plan 1081597 covered by
Subdivision Certificate No. 14/2003/256/5

PART 2

~~Thirdly~~ **FOURTHLY**
Terms of Restriction on the Use of Land referred to in the abovementioned plan

- 1.1 No fence shall be erected on any lot burdened unless it is constructed of new Colourbond material having "Harvest " colour panels and "Bluestone" colour posts and rails and of a height of 1.8 metres.
- 1.2 No dividing fence shall be erected or permitted to remain erected on any lot burdened unless such fence is erected without expense to Gobbo Holdings Pty Ltd, its successors and assigns other than purchasers on sale.
- 1.3 No dwelling shall be erected or permitted to remain erected on each lot burdened having a floor area of less than 200 square metres inclusive of car accommodation, external landings and patios.
- 1.4 No building erected on any lot burdened shall be used or permitted to be used for any purpose other than residential purposes.
- 1.5 No manufactured homes, mobile homes, demountable homes, removable dwellings or other dwelling manufactured off site or previously situated off site shall be erected or placed or permitted to be erected or placed or permitted to remain on any lot burdened.
- 1.6 No outbuildings, tents, caravans, or garages shall be erected or brought upon any lot burdened until commencement of construction of a dwelling house
- 1.7 No boats or caravans shall be permitted to remain or be stored on any lot burdened between the dwelling and the public street.
- 1.8 No lot burdened shall be used for the purpose of a dual occupancy, duplex or any form of multiple housing without the written consent of the benefitted lots.



.....
Authorised Person of Cessnock City Council

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919.

Lengths are in metres

Page 6 of 8 Pages

Plan: **DP1173257**

Subdivision of Lot 102 &103 in Deposited
Plan No. 1064868 and Lot 237 in
Deposited Plan 1081597 covered by
Subdivision Certificate No.14 /2003/256/5

2. Terms of the Easement for Electricity & Other Purposes fifthly referred to in the
abovementioned plan

An easement is created on the terms and conditions set out in memorandum
registered number AG 823691. In this easement, "easement for electricity and other
purposes" is taken to have the same meaning as "easement for electricity works" in
the memorandum

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE
EASEMENT FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

AUSGRID (ABN 67 505 337 385)


NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE
RESTRICTION FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

Gobbo Holdings Pty. Limited; whilst ever it owns any lot, for a period of no more than ten (10) years
and thereafter by the registered proprietors of the lots contained in the registered plan pursuant to
which these restrictions were created.

Signed on behalf of the Council
of the City of Cessnock


.....
Authorised Person

RICHARD IAN FORSTER


.....
Authorised Person of Cessnock City Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919.**

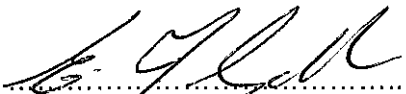
Lengths are in metres

Page 7 of 8 Pages

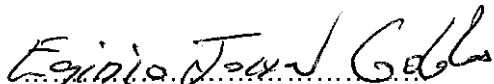
Plan: **DP1173257**

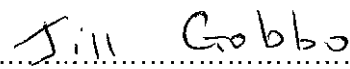
Subdivision of Lot 102 & 103 in Deposited
Plan No. 1064868 and Lot 237 in
Deposited Plan 1081597 covered by
Subdivision Certificate No. 14/2003/256/5


**Executed by Gobbo Holdings Pty
Limited ACN 001 416 011 in accordance
with Section 127(1) of the Corporations Act
2001 in the presence of:**


.....
Signature of Director / Secretary


.....
Signature of Director


.....
Name of Director / Secretary
(block letters)


.....
Name of Director (block letters)


.....
Authorised Person of Cessnock City Council

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919.

Lengths are in metres

Page 8 of 8 Pages

Plan: **DP1173257**

Subdivision of Lot 102 & 103 in Deposited
Plan No. 1064868 and Lot 237 in
Deposited Plan 1081597 covered by
Subdivision Certificate No. 14/2003/256/5

Executed for and on behalf of)
AUSGRID (ABN 67 505 337 385) by)
LISA ANNE MAFFINA)
its duly constituted Attorney pursuant to)
Power of Attorney Registered No. 4641)
Book 639 and the Attorney declares)
that the Attorney has not received notice)
of the revocation of such Power of Attorney)
in the presence of:)

Lisa Maffina
.....
Attorney

MP
.....
Witness Signature

Melissa Penney
.....
Name of Witness
(BLOCK LETTERS)

570 George Street, Sydney
.....
Address of Witness

REGISTERED  12.2.2013

[Signature]
.....
Authorised Person of Cessnock City Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
 RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE
 COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
 CONVEYANCING ACT, 1919.**

Lengths are in metres

Page 1 of 4 Pages

DP1081597

Subdivision of Lot 101 in Deposited Plan
 No. 1064868 covered by Subdivision
 Certificate No.

Full name and address of the
 Proprietor of the land

Gobbo Holdings Pty Limited
 253 Koala Way
 Horsley Park NSW 2175

PART 1

	Identity of easement firstly referred to in the abovementioned plan	Lots or Authority Burdened:	Lots or Authority Benefited:
1	Easement to Drain Water 1.5 Wide [W]	213 214 215 216 217 218 219 221 222 223 224 225 226 227	Lot 103 in D.P. 1064868 213 & Lot 103 in D.P. 1064868 216 to 220 inclusive 217 to 220 inclusive 218 to 220 inclusive 219 & 220 inclusive 220 222 to 228 inclusive 223 to 228 inclusive 224 to 228 inclusive 225 to 228 inclusive 226 to 228 inclusive 227 & 228 228

	Identity of restriction secondly referred to in the abovementioned plan	Lots or Authority Burdened:	Lots or Authority Benefited:
2	Restriction on Use of Land [X]	Lots 201 to 232 inclusive	Every Other Lot except Lots 233 to 236 inclusive

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919.**

Lengths are in metres

Page 2 of 4 Pages

Plan:

Subdivision of Lot 101 in Deposited Plan
No. 1064868 covered by Subdivision
Certificate No.

DP1081597

PART 1A

	Identity of easement to be partially released and firstly referred to in the abovementioned plan	Lots or Authority Burdened by existing easement:	Lots or Authority Benefited by existing easement:
1	Right of Carriageway and Easement for Services 20 wide [A]	Lot 101 in DP 1064868	Lot 104 in DP 1064868 & Lot 2 in DP 810827

(DP 1064868)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919.**

Lengths are in metres

Page 3 of 4 Pages

Plan:

Subdivision of Lot 101 in Deposited Plan
No. 1064868 covered by Subdivision
Certificate No.

DP1081597

PART 2

Terms of Restriction on Use of Land secondly referred to in the abovementioned plan

1. No fence shall be erected on any lot burdened unless it is constructed of new Colourbond material having "Harvest" colour panels and "Bluestone" colour posts and rails and of a height of 1.8 metres.
2. No dividing fence shall be erected or permitted to remain erected on any lot burdened unless such fence is erected without expense to Gobbo Holdings Pty Ltd, its successors and assigns other than purchasers on sale.
3. No dwelling shall be erected or permitted to remain erected on each lot burdened having a floor area of less than 200 square metres inclusive of car accommodation, external landings and patios.
4. No building erected on any lot burdened shall be used or permitted to be used for any purpose other than residential purposes.
5. No manufactured homes, mobile homes, demountable homes, removable dwellings or other dwelling manufactured off site or previously situated off site shall be erected or placed or permitted to be erected or placed or permitted to remain on any lot burdened.
6. No outbuildings, tents, caravans, or garages shall be erected or brought upon any lot burdened until commencement of construction of a dwelling house
7. No boats or caravans shall be permitted to remain or be stored on any lot burdened between the dwelling and the public street.
8. No lot burdened shall be used for the purpose of a dual occupancy, duplex or any form of multiple housing without the written consent of Gobbo Holdings Pty. Limited.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919.**

Lengths are in metres

Page 4 of 4 Pages

Plan:

Subdivision of Lot 101 in Deposited Plan
No. 1064868 covered by Subdivision
Certificate No.

DP1081597

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE
EASEMENTS FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

The Council of the City of Cessnock.

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE
EASEMENTS SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

Gobbo Holdings Pty Ltd, it successors and assigns.

Signed on behalf of the Council
of the City of Cessnock

[Signature]
.....
Authorised Person

Patricia Carolyn Lacey
.....
Witness



Signed on behalf of
Gobbo Holdings Pty Limited

[Signature]
.....
Authorised Person *Sub Director / Secretary*

.....
Witness

~~Signed on behalf of~~
~~Peter John Mitchell~~
~~Lot 2 Mount View Road~~
~~Cessnock NSW~~

[Signature]
.....
Authorised Person

[Signature] JP# 117334
.....
Witness



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

Lengths are in metres

(Sheet 1 of 9 Sheets)

Plan:

DP1278492

Plan of Subdivision of Lot 105 D.P. 1251728 covered by Subdivision Certificate No.

Dated..... **14/2018/113/2**

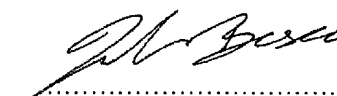
Full name & address of Proprietor(s) of the Land:

MOUNT VIEW ROAD PTY LTD
 Suite 4, Level 1
 55 Grandview Street
 PYMBLE NSW 2073

Part 1 (Creation)

Number of item shown in the intention panel on the plan:	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Positive Covenant	Every Lot except Lot 110	Cessnock City Council
2	Positive Covenant	110	Cessnock City Council
3	Easement to Drain Water 1.5 wide (A)	6 7 8 34 41 42 86 90 93 94 95 96	7 – 9 8 & 9 9 35 42 & 43 43 92 – 96 91 92 92 & 93 92 – 94 92 - 95

APPROVED BY CESSNOCK CITY COUNCIL



.....
 General Manager/ Authorised Officer
 C & R Ref:192-19 FINAL 20211007

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

Lengths are in metres

(Sheet 2 of 9 Sheets)

Plan:


DP1278492

Plan of Subdivision of Lot 105 D.P. 1251728
covered by Subdivision Certificate No.

Dated..... 14/2018/113/2

Number of item shown in the intention panel on the plan:	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
4	Easement to Drain Water Variable Width (B)	94	92 & 93
5	Positive Covenant	110	Cessnock City Council
6	Easement for Electricity and Other Purposes 2.05 wide (E)	110	Alpha Distribution Ministerial Holding Corporation ABN: 67 505 337 385
7	Easement for Pipeline 4 wide (W)	110	Hunter Water Corporation

APPROVED BY CESSNOCK CITY COUNCIL


.....
General Manager/ Authorised Officer
C & R Ref:192-19 FINAL 20211007

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

Lengths are in metres

(Sheet 3 of 9 Sheets)

Plan:

DP1278492

Plan of Subdivision of Lot 105 D.P. 1251728 covered by Subdivision Certificate No.

Dated.....14/2018/113/2.....

Part 2 (Terms)

1. Terms of easement, profit à prendre, restriction or positive covenant numbered 1 in the plan

All lots burdened shall be managed as an Inner Protection Area (IPA) as outlined within Sections 4.1.3 and Appendix of "Planning for Bush Fire Protection 2006" and the NSW rural fire Services document "Standards for Asset Protection Zones".

Name of person or Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 1 in the plan.

Cessnock City Council

2. Terms of easement, profit à prendre, restriction or positive covenant numbered 2 in the plan

All lots burdened shall be managed as an Outer Protection Area (OPA) as outlined within Sections 4.1.3 and Appendix of "Planning for Bush Fire Protection 2006" and the NSW rural fire Services document "Standards for Asset Protection Zones".

Name of person or Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 2 in the plan.

Cessnock City Council

3. Name of person or Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 3 in the plan.

Cessnock City Council

4. Terms of easement, profit à prendre, restriction or positive covenant numbered ⁵ in the plan

The burdened lot must be revegetated in accordance with the approved Vegetation Management Plan (VMP). The area is also to be revegetated is to be protected and managed for conservation of native species in perpetuity.

The area is to be regenerated with local native species of local provenance and managed in accordance with the approved Vegetation Management Plan by Cardno dated 11 September 2018.


Name of person or Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered ⁵ in the plan.

Cessnock City Council

5. Terms of easement, profit à prendre, restriction or positive covenant numbered ⁶ in the plan

An easement is created on the terms and conditions set out in memorandum registered AK980903. In this easement "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

APPROVED BY CESSNOCK CITY COUNCIL


.....
General Manager / Authorised Officer
C & R Ref:192-19 FINAL 20211007

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

Lengths are in metres

(Sheet 4 of 9 Sheets)

Plan:

DP1278492

Plan of Subdivision of Lot 105 D.P. 1251728 covered by Subdivision Certificate No.

Dated.....14/2018/113/2.....

Name of person or Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered ~~4~~ in the plan.

Alpha Distribution Ministerial Holding Corporation (ABN: 67 505 337 385)

6. Terms of easement, profit à prendre, restriction or positive covenant numbered ~~6~~ in the plan

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

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

Authorised Users means Hunter Water's:

- (i) agents;
- (ii) employees;
- (iii) successors and assigns which are authorised to carry out the functions under the *Hunter Water Act 1991*; and
- (iv) All other Persons authorised to act on its or their behalf to do all things reasonably necessary or appropriate to carry out its functions under the *Hunter Water Act 1991*

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

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

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

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

Person includes a body corporate.

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

2) Hunter Water and its Authorised Users may:

Construct, lay, maintain, repair, renew, cleanse, inspect, replace, divert or alter the position of any Pipeline or any Ancillary Works in the Easement Site; and
Convey or permit the conveyance of water, recycled water, effluent or sewerage through the Pipeline within the Easement Site.

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

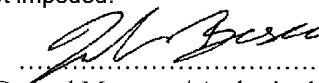
- (a) enter the Lot Burdened, with or without vehicles, plant and equipment, for any purpose permitted by this easement.
- (b) do anything reasonably necessary to obtain access to and pass along to the Easement Site.
- (c) do anything reasonably necessary for the exercise of Hunter Water's rights under this easement.

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

5 Hunter Water covenants with the Burdened Owner that:

- (a) in exercising its rights under this easement, it will procure that as little damage as practicable is done to the Lot Burdened;
- (b) it will procure that any damage caused to the surface of the Lot Burdened is restored as nearly as practicable to its original condition; and
- (c) subject to its rights under this easement, it will procure that the Burdened Owner's reasonable use or occupation of the Lot Burdened is not impeded.

APPROVED BY CESSNOCK CITY COUNCIL


.....
General Manager/ Authorised Officer
C & R Ref:192-19 FINAL 20211007

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

Lengths are in metres

(Sheet 5 of 9 Sheets)

Plan:

DP1278492

Plan of Subdivision of Lot 105 D.P. 1251728
covered by Subdivision Certificate No.

Dated.....14/2018/113/2.....

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

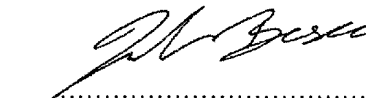
- (a) do or allow anything which will interfere with, damage, or destroy the Pipeline or will
interfere with the effective operation of the Pipeline or any Ancillary Work;
- (b) obstruct Hunter Water in the exercise of its rights under this easement; or
- (c) place any structures or improvements on the Easement Site without first seeking the
consent in writing of Hunter Water which may be withheld in the absolute discretion of Hunter
Water.

**Name of person or Authority whose consent is required to release, vary or modify restriction,
positive covenant or easement numbered 6 in the plan.**

7

Hunter Water Corporation (ABN 46 228 513 446)

APPROVED BY CESSNOCK CITY COUNCIL



.....
General Manager / Authorised Officer
C & R Ref:192-19 FINAL 20211007

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

Lengths are in metres

(Sheet 6 of 9 Sheets)

Plan:


DP1278492

Plan of Subdivision of Lot 105 D.P. 1251728
covered by Subdivision Certificate No.

Dated...14/2018/113/2.....

SIGNATURES:

Executed by **MOUNT VIEW ROAD PTY LTD (A.C.N 636 941 458)** by



Director
Name: **Ian John Edwards**
Sole Director & Secretary

Director/Secretary
Name:

APPROVED BY CESSNOCK CITY COUNCIL

.....
General Manager / Authorised Officer
C & R Ref:192-19 FINAL 20211007

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

Lengths are in metres

(Sheet ⁷~~8~~ of ⁹~~10~~ Sheets)

Plan: **DP1278492**

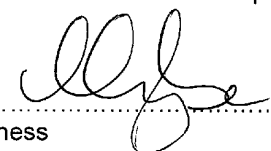
Plan of Subdivision of Lot 105 D.P. 1251728
covered by Subdivision Certificate No.

Dated 14/2018/113/2

SIGNATURES:

Executed by **HUNTER WATER CORPORATION**)
ABN 46 228 513 446 by its Attorney)
LAURA MARIE HAILS)
pursuant to registered Power of Attorney)
Book 4753 No 921 in the presence of:)


Laura Marie Hails


.....
Witness

Cheryl Louise Eube
Name of Witness **Solicitor**
36 Honeysuckle Drive, Newcastle
.....
Address of Witness

APPROVED BY CESSNOCK CITY COUNCIL

.....
General Manager / Authorised Officer
C & R Ref:192-19 FINAL 20211007

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

Lengths are in metres

8 9
(Sheet 9 of 10 Sheets)

Plan:

DP1278492

Plan of Subdivision of Lot 105 D.P. 1251728 covered by Subdivision Certificate No.

Dated... 14/2018/113/2

SIGNATURES:

Certified correct for the purposes of the Real Property Act 1900 by the Prescribed Authority's attorneys who signed this dealing pursuant to the power of attorney specified.

Signed, sealed and delivered for

ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044, ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023, ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032, ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078 and Blue Asset Partner Pty Ltd ACN 615 217 493

on behalf of Alpha Distribution Ministerial Holding Corporation pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015 by its attorneys under power of attorney registered book 4789 no. 978

<p>sign here ▶</p> <p>print name</p> <p>Date electronic signature affixed</p>	<p></p> <p>_____ Attorney</p> <p>William Close</p> <p>6.9.22</p> <p>I certify that I am an eligible witness and that the Prescribed Authority's attorney signed this dealing in my presence. [See note* below]</p> <p></p> <p>_____ Signature of Witness</p> <p>Lisa Warters</p> <p>24 Campbell St, Sydney</p> <p>6.9.22</p>	<p>sign here ▶</p> <p>print name</p> <p>Date electronic signature affixed</p>	<p></p> <p>_____ Attorney</p> <p>Bill Hannan</p> <p>6.9.22</p> <p>I certify that I am an eligible witness and that the Prescribed Authority's attorney signed this dealing in my presence. [See note* below]</p> <p></p> <p>_____ Signature of Witness</p> <p>Lisa Warters</p> <p>24 Campbell St, Sydney</p> <p>6.9.22</p>
---	---	---	---

*s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documents.

APPROVED BY CESSNOCK CITY COUNCIL

.....
General Manager / Authorised Officer
C & R Ref:192-19 FINAL 20211007

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

Lengths are in metres

(Sheet 9 of 9 Sheets)

Plan:

DP1278492

Plan of Subdivision of Lot 105 D.P. 1251728
covered by Subdivision Certificate No.

Dated.....14/2018/113/2.....

SIGNATURES:

Executed on behalf of **CESSNOCK CITY COUNCIL** by its authorised delegate pursuant to s.377
Local Government Act 1993



Signature of Authorised Delegate

Jules Bosco

Name of Authorised Delegate (Please Print):.....

Electronic signature of
me, Jules Bosco affixed
by me, or at my direction,
on 26/09/2022

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



Signature of Witness

Whitney Walker

Name of Witness (IN BLOCK LETTERS)

62-78 Vincent Street, CESSNOCK NSW 2325

Address of Witness

Electronic signature of me, Whitney Walker
affixed by me, or at my direction, on
26/09/2022

APPROVED BY CESSNOCK CITY COUNCIL



General Manager / Authorised Officer
C & R Ref:192-19 FINAL 20211007

REGISTERED:



28/09/2022



PLANNING CERTIFICATE

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

Info Track
Level 21 Tower 2 200 Barangaroo Avenue

SYDNEY 2000

Applicants Reference
313700-3-#185594579#

CERTIFICATE DETAILS

Certificate Number:	348
Date of Certificate:	10/02/2026

PROPERTY DETAILS

Address:	2 Lakeside Circuit CESSNOCK NSW 2325
Title:	LOT: 106 DP: 1278492
Parcel No:	516942

BACKGROUND INFORMATION

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

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



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1. Names of relevant planning instruments and development control plans

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

State Environmental Planning Policies

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

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

Chapter 2 _ Standards for residential development _ BASIX

Chapter 3_ Standards for Non-residential development

Chapter 4_ Miscellaneous

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 3 _ Hazardous and offensive development

Chapter 4 _ Remediation of land

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

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 2 _ Infrastructure

Chapter 3 _ Educational establishments and child care facilities

State Environmental Planning Policy (Resources and Energy) 2021

Chapter 2 _ Mining, petroleum production and extractive industries

State Environmental Planning Policy (Primary Production) 2021

Chapter 2 _ Primary production and rural development

State Environmental Planning Policy (Planning Systems) 2021

Chapter 2 _ State and regional development

Chapter 4 _ Concurrences and consents

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapter 4 _ Koala habitat protection 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Precincts _ Regional) 2021

Chapter 2 _ State significant precincts

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

Local Environmental Plans

[Cessnock Local Environmental Plan 2011](#)

Development Control Plans



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[Cessnock Development Control Plan 2010](#)

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

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

Draft State Environmental Planning Policies

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

Draft Planning Proposal for Local Environmental Plan

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

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

Draft Development Control Plan

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

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

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

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

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

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

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

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

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



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

(4) **In this section –**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

2. Zoning and land use under relevant planning instruments

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

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

R2 Low Density Residential under the Cessnock Local Environmental Plan 2011

- (b) the purposes for which development in the zone –
 - (i) may be carried out without development consent, and



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- (ii) may not be carried out except with development consent, and
- (iii) is prohibited,

R2 Low Density Residential

1 Permitted without consent

Home occupations

2 Permitted with consent

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

3 Prohibited

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

- (c) whether additional permitted uses apply to the land,
No

- (d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,
No

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

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

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

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

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

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

3. Contributions plans

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

Cessnock Section 7.12 Levy Contributions Plan 2017.

Cessnock City Wide Local Infrastructure Contributions Plan 2020.



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Housing and Productivity Contributions

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

- (2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4-
 - (a) The name of the region, and
 - (b) The name of the Ministerial planning order in which the reason is identified.
- (3) If the land is in a special contribution area to which a continued 7.23 determination applies, the name of the area.
- (4) In this section-

Continued 7.23 determination means a 7.23 determination that-

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

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

No

4. Complying development

- (1) If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (*Exempt and Complying Development Codes*) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—
 - (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Housing Code	Complying Development may be carried out under the Housing Code where it meets the requirements of Clause 3.5 Complying development on flood control lots contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Rural housing code	Complying Development may not be carried out under the Rural Housing Code as the subject land falls within a Local Environmental Plan zone that



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	does not meet the requirements of the code.
Low Rise Housing Diversity Code	Complying Development may be carried out under the Low Rise Housing Diversity Code where it meets the requirements of Clause 3B.5 Complying development on flood control lots contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Greenfield Housing Code	Complying Development may not be carried out under the Greenfield Housing Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Housing Alterations Code	Complying Development may be carried out on the land under the Housing Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
General Development Code (Transitional development under former General Housing Code and related provisions)	Complying Development may be carried out on the land under the General Development Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Industrial and Business Alterations Code	Complying Development may be carried out on the land under the Industrial and Business Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Industrial and Business Buildings Code	Complying Development may not be carried out under the Industrial and Business Buildings Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Container Recycling Facilities Code	Complying Development may not be carried out under the Container Recycling Facilities Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Subdivisions Code	Complying Development may be carried out on the land under the Subdivision Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Demolition Code	Complying Development may be carried out on the land under the Demolition Code, subject to the



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

5. Exempt Development

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

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



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- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that-
- (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

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

6. Affected building notices and building product rectification orders

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

- (2) In this section –

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

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

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

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

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

7. Land reserved for acquisition

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

No

8. Road widening and road realignment

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

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



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(c) a resolution of the council.

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

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

9. Flood related development controls

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

Yes

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

Yes

(3) In this section –

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

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

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

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

Note: Flood Studies

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

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

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

Landslip

No



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

Bushfire
No

Tidal Inundation
No

Subsidence
No

Acid Sulphate Soils
No

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

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

Aircraft Noise
No

Salinity
No

Coastal Hazards
No

Sea Level Rise
No

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

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

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

11. Bush fire prone land



PLANNING CERTIFICATE

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

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

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

12. Loose-fill asbestos insulation

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

No

13. Mine subsidence

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

No

14. Paper subdivision information

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

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

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

There is no subdivision order that applies to the land

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

15. Property vegetation plans

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

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

16. Biodiversity stewardship sites



PLANNING CERTIFICATE

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

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

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

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

17. Biodiversity certified land

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

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

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

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

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

No

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

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

(2) In this section –

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

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

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

20. Western Sydney Aerotropolis

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

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



PLANNING CERTIFICATE

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

- (b) shown on the Lighting Intensity and Wind Shear Map, or
- (c) shown on the Obstacle Limitation Surface Map, or
- (d) in the “public safety area” on the Public Safety Area Map, or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

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

21. Development consent conditions for seniors housing

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

No

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

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

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

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

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

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

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

No

- (4) In this section –

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

23. Water or sewerage services

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



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

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

No

24. Special entertainment precincts

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

No

25. Interim development in future infrastructure corridors

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

No

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

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

Peter Chrystal
Director Planning and Environment

HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SEWER LOCATION DIAGRAM

Enquiries: 1300 857 857

APPLICANT'S DETAILS



InfoTrack

2 LAKESIDE

CESSNOCK NSW

APPLICATION NO.: 2763375

APPLICANT REF: M 313700-3

RATEABLE PREMISE NO.: 9999932071

PROPERTY ADDRESS: 2 LAKESIDE CCT CESSNOCK 2325

LOT/SECTION/DP:SP: 106/DP1278492



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

IF A SEWERMAIN IS LAID WITHIN THE BOUNDARIES OF THE LOT, SPECIAL REQUIREMENTS FOR THE PROTECTION OF THE SEWERMAIN APPLY IF DEVELOPMENT IS UNDERTAKEN. IN THESE CASES, IT IS RECOMMENDED THAT YOU SEEK ADVICE ON THE SPECIAL REQUIREMENTS PRIOR TO PURCHASE. PHONE 1300 857 857, FOR MORE INFORMATION.

IMPORTANT:

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

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

Date: 9/02/2026

Scale at A4: 1:500

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

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

3 November 2023

Subject: Approved Whole Occupation Certificate
Property: 2 Lakeside Circuit, Cessnock
Application No: CC/3466432
Description: Single Storey Dwelling with Attached Garage

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

Council have been notified of this completion.

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

Yours sincerely



THOMAS BURKE

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

Occupation Certificate

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

Certificate No: CC/3466432

Determination: APPROVED

Property Address: Lot 106 DP 1278492, 2 Lakeside Circuit, CESSNOCK NSW 2325

Type of Certificate: WHOLE

Description of Work: Single Storey Dwelling with Attached Garage

BCA Classification: 1a, 10a

STATEMENT

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

This certificate is issued by:



THOMAS BURKE
ACCREDITATION NUMBER: BDC04690

Certificate Determined on:

3 NOVEMBER 2023

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

ATTACHMENTS

- Schedule of Critical Stage Inspections

SCHEDULE OF CRITICAL STAGE INSPECTIONS

Property: 2 Lakeside Circuit, Cessnock
Application No: CC/3466432
Description: Single Storey Dwelling with Attached Garage

INSPECTION	RESULT	DATE	ACCREDITED CERTIFIER
Slab on Ground	Satisfactory	19/07/2023	Harry McGain
Frame	Satisfactory	25/08/2023	Harry McGain
Stormwater Drainage Connections	Satisfactory	12/9/2023	Paul Koen
Wet Area Flashing	Satisfactory	12/09/2023	Paul Koen
Completion Inspection	Satisfactory	1/11/2023	Thomas Burke

Standard Form Residential Tenancy Agreement

Residential Tenancies Regulation 2019, Schedule 1, Clause 4(1)

IMPORTANT INFORMATION

Please read this before completing the residential tenancy agreement (the Agreement).

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

AGREEMENT

This Agreement is made on 07 / 05 / 2025 at: 26 Elgin Street, Maitland NSW **BETWEEN**

LANDLORD

Insert name and telephone number or other contact details of Landlord(s).

Name/s:

Phone: N/A Mobile: N/A Email:

Other Contact Details: N/A

If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides: N/A

Note. The above details must be provided for landlord(s), including at least one contact method, whether or not there is a landlord's agent.

Address for service of notices (can be an Agent's business address):

C/ - Valley Estate Agents Pty Ltd

Note. Business or Residential address must be provided for landlord(s) if there is no landlord's agent.

TENANT(S) (insert name of Tenant(s) and contact details)

Name/s:

Address for service of notices (if not address of Residential Premises):

Phone: Mobile: Email:

LANDLORD'S AGENT DETAILS (insert name of Landlord's Agent (if any) and contact details)

Name/s: Valley Estate Agents Pty Ltd

Address: 26 Elgin Street ACN: 617460894

Maitland NSW 2320 ABN: 21617460894

Phone: (02) 4934 1901 Mobile: 0418 798 694 Email: valleyestateagents@email.propertyme.com

Licence No.: 100059752 Licence Expiry: 25/05/2026

TERM OF AGREEMENT

The term of this Agreement is:

6 Months 12 Months 18 Months 2 Years 3 Years 5 Years

Other (Please specify) Fifty-two (52) Weeks

Periodic (no end date)

starting on: 09 / 05 / 2025 and ending on: 07 / 05 / 2026 (cross out if not applicable)

Note. For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900.

DS Initial

DS

RESIDENTIAL PREMISES Note: insert any excluded items in the Other Additional Terms Item on the signature page

The residential premises are: **2 Lakeside Circuit, Cessnock NSW 2325**

The residential premises include: (include any inclusions, for example, a parking space, garages or furniture provided. Attach additional pages if necessary.)

Double Garage

RENT/RENT INCREASE

The rent is: **\$640.00** per: **Week** payable in advance starting on: **09 / 05 / 2025**

Note. Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.

Rent Increase 1: Then from: **/ /** pay: per: **Week**

Rent Increase 2: Then from: **/ /** pay: per: **Week**

Note. Where the fixed term tenancy is for a term of two years or more the above Rent Increases are not to be completed. See Clause 74.2.

The tenant must pay the rent in advance on the **Friday** of every **Week** (see Clause 4.2)

The method by which the rent must be paid:

(a) to: at:

by cash or Electronic Funds Transfer (EFT), or

(b) into the following account:

Account Name: **Valley Estate Agents** Bank: **Macquarie Bank**

BSB: **182-222** Account No.: **3038 41852** Payment Reference: **200003978**

or any other account nominated by the landlord; or

~~(c) as follows:~~

Note. The Landlord or Landlord's Agent must permit the Tenant to pay the rent by at least one means for which the Tenant does not incur a cost (other than bank fees or other account fees usually payable for the Tenant's transactions) (see Clause 4.1) and that is reasonably available to the Tenant.

RENTAL BOND (Cross out if there is not going to be a bond)

A rental bond of \$ must be paid by the Tenant on signing this Agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

the landlord or another person, or

the landlord's agent, or

NSW Fair Trading through Rental Bonds Online.

Note. All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.

IMPORTANT INFORMATION

MAXIMUM NUMBER OF OCCUPANTS

No more than **4** persons may ordinarily live in the Premises at any one time.

Other people who will ordinarily live at the premises may be listed here: (cross out if not needed)

URGENT REPAIRS

Nominated tradespeople for urgent repairs:

Electrical Repairs: **KGB Electrical - Greg Brown** Phone: **0432 782 844**

Plumbing Repairs: **Hunter Valley Plumbing** Phone: **0401 140 555**

Building Repairs: Phone:

Other Repairs: **Valley Estate Agents After Hours (First Option)** Phone: **0418 798 694**

DS Initial [Signature]

DS TC

WATER USAGE

Will the Tenant be required to pay separately for water usage? Yes No If 'yes', see Clauses 12 and 13

UTILITIES

Is electricity supplied to the premises from an embedded network? Yes No

Is gas supplied to the premises from an embedded network? Yes No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

SMOKE ALARMS

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

Hardwired smoke alarm Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace? Yes No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:

.....
 If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace? Yes No

If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:

.....
 If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises? Yes No

STRATA BY-LAWS

Are there any strata or community scheme by-laws applicable to the residential premises? Yes No

If 'yes', see Clauses 38 and 39

GIVING NOTICES AND OTHER DOCUMENTS ELECTRONICALLY [OPTIONAL]

[Cross out if not applicable]

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

[You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.]

Landlord

Does the landlord give express consent to the electronic service of notices and documents? Yes No If yes, see clause 50.

Email Address: valleyestateagents@email.propertyme.com.

[Specify email address to be used for the purpose of serving notices and documents.]

Tenant

Does the tenant give express consent to the electronic service of notices and documents? Yes No If yes, see clause 50.

Email Address:

[Specify email address to be used for the purpose of serving notices and documents.]

CONDITION REPORT

A condition report relating to the condition of the premises must be completed by or on behalf of the Landlord before or when this Agreement is given to the tenant for signing.

If this Agreement is for premises already occupied by the tenant under a previous agreement, **the landlord and tenant agree** that the condition report, prepared for a tenancy agreement dated 09 / 05 / 2025 and entered into by the tenant, applies to this Agreement.

TENANCY LAWS

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this Agreement. Both the Landlord and the Tenant must comply with these laws.

DS Initial

DS TC

STANDARD TERMS OF AGREEMENT

RIGHT TO OCCUPY THE PREMISES

1. **The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under "Residential premises".

COPY OF AGREEMENT

2. **The landlord agrees** to give the tenant:
- 2.1 a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
- 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

RENT

3. **The tenant agrees:**
- 3.1 to pay rent on time, and
- 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
- 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
4. **The landlord agrees:**
- 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
- 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
- 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
- 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
- 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
- 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
- 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

Note. The landlord and the tenant may, by agreement, change the manner in which rent is payable under this agreement.

RENT INCREASES

5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

Note. Section 42 of the *Residential Tenancies Act 2010* sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

6. **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.
7. **The landlord and the tenant agree:**
- 7.1 that the increased rent is payable from the day specified in the notice, and
- 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

RENT REDUCTIONS

8. **The landlord and the tenant agree** that the rent abates if the residential premises:
- 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
- 8.2 cease to be lawfully usable as a residence, or
- 8.3 are compulsorily appropriated or acquired by an authority.
9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

10. **The landlord agrees** to pay:
- 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and
- Note 1.** Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the *Residential Tenancies Regulation 2019*.
- Note 2.** Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.
- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
- 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

DS Initial

DS

11. The tenant agrees to pay:

- 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- 11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

Note. Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.

- 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4 all charges for pumping out a septic system used for the residential premises, and
- 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:
- 11.6.1 are separately metered, or
- 11.6.2 are not connected to a water supply service and water is delivered by vehicle.

Note. *Separately metered* is defined in the *Residential Tenancies Act 2010*.

12. The landlord agrees that the tenant is not required to pay water usage charges unless:

- 12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 12.2 the landlord gives the tenant at least 21 days to pay the charges, and
- 12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 12.4 the residential premises have the following water efficiency measures:
- 12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
- 12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
- 12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,
- 12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

13. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.**POSSESSION OF THE PREMISES****14. The landlord agrees:**

- 14.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 14.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT**15. The landlord agrees:**

- 15.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 15.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 15.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT**16. The tenant agrees:**

- 16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 16.2 not to cause or permit a nuisance, and
- 16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
- 16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

17. The tenant agrees:

- 17.1 to keep the residential premises reasonably clean, and
- 17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
- 17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 17.4 that it is the tenant's responsibility to replace light globes on the residential premises.

18. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:

- 18.1 to remove all the tenant's goods from the residential premises, and
- 18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
- 18.5 to make sure that all light fittings on the premises have working globes, and
- 18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Note. Under section 54 of the *Residential Tenancies Act 2010*, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES**19. The landlord agrees:**

- 19.1 to make sure that the residential premises are reasonably clean and fit to live in, and

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Note 1. Section 52 of the *Residential Tenancies Act 2010* specifies the minimum requirements that must be met for residential premises to be fit to live in. These include that the residential premises:

- (a) are structurally sound, and
- (b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- (c) have adequate ventilation, and
- (d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and
- (e) have adequate plumbing and drainage, and
- (f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and
- (g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

Note 2. Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

- (a) are in a reasonable state of repair, and
 - (b) with respect to the floors, ceilings, walls and supporting structures-are not subject to significant dampness, and
 - (c) with respect to the roof, ceilings and windows-do not allow water penetration into the premises, and
 - (d) are not liable to collapse because they are rotted or otherwise defective.
- 19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

- 20. The landlord agrees** to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:
- 20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
 - 20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
 - 20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

- 20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note. The type of repairs that are **urgent repairs** are defined in the *Residential Tenancies Act 2010* and are defined as follows-

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is being wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,
- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

- 21. The landlord agrees:**
- 21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
 - 21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.
- 22. The tenant agrees** not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.
- 23. The landlord and the tenant agree:**
- 23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
 - 23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

LANDLORD'S ACCESS TO THE PREMISES

- 24. The landlord agrees** that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:
- 24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
 - 24.2 if the Civil and Administrative Tribunal so orders,
 - 24.3 if there is good reason for the landlord to believe the premises are abandoned,
 - 24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
 - 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
 - 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

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- 24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),

24.11 if the tenant agrees.

25. The landlord agrees that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:

- 25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4 must, if practicable, notify the tenant of the proposed day and time of entry.

26. The landlord agrees that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

27. The tenant agrees to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

28. The landlord agrees that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

Note. See section 55A of the *Residential Tenancies Act 2010* for when a photograph or visual recording is published.

29. The tenant agrees not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence, within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

30. The tenant agrees:

- 30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and

- 30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
 - 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
 - 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
 - 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
- 31. The landlord agrees** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

Note. The *Residential Tenancies Regulation 2019* provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

LOCKS AND SECURITY DEVICES

32. The landlord agrees:

- 32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

33. The tenant agrees:

- 33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
 - 33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.
- 34.** A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. The landlord and the tenant agree that:

- 35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

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- 35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note. Clauses 35.3 and 35.4 do not apply to social housing tenancy agreements.

36. **The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. **The landlord agrees:**

- 37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

38. **The landlord agrees** to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 2015*.
39. **The landlord agrees** to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

MITIGATION OF LOSS

40. **The rules of law** relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

RENTAL BOND

[Cross out this clause if no rental bond is payable]

41. **The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:
- 41.1 details of the amount claimed, and
- 41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

42. **The landlord agrees** to:

- 42.1 ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6 repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

Note 1. Under section 64A of the *Residential Tenancies Act 2010*, repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

Note 2. Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

Note 3. A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the *Residential Tenancies Regulation 2019*.

Note 4. Section 64A of the Act provides that a smoke alarm includes a heat alarm.

43. **The tenant agrees:**

- 43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and
- 43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and
- 43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the *Residential Tenancies Regulation 2019*.

Note. Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

44. **The landlord and the tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Note. The regulations made under the *Environmental Planning and Assessment Act 1979* provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

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SWIMMING POOLS

[Cross out this clause if there is no swimming pool]

~~45. The landlord agrees to ensure that the requirements of the Swimming Pools Act 1992 have been complied with in respect of the swimming pool on the residential premises.~~

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]

~~46. The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:~~

~~46.1 the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and~~

~~46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.~~

~~Note. A swimming pool certificate of compliance is valid for 3 years from its date of issue.~~

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

COMBUSTIBLE CLADDING

48. The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,

48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,

48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

SIGNIFICANT HEALTH OR SAFETY RISKS

49. The landlord agrees that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:

50.1 to only serve any notices and any other documents, authorised or required by the Residential Tenancies Act 2010 or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and

50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and

50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

51. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:

51.1 4 weeks rent if less than 25% of the fixed term has expired,

51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,

51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,

51.4 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the Residential Tenancies Act 2010.

Note. Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.

52. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the Residential Tenancies Act 2010 for goods left on the residential premises.

Note. Section 107 of the Residential Tenancies Act 2010 also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

- (a) both the landlord and the tenant agree to the terms, and
- (b) they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]

ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

~~53. The landlord agrees that the tenant may keep the following animal on the residential premises [specify the breed, size etc].~~

NO PETS ALLOWED

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54. The tenant agrees:

~~54.1 to supervise and keep the animal within the premises, and~~

~~54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and~~

~~54.3 to ensure that the animal is registered and micro-chipped if required under law, and~~

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~~54.4 to comply with any council requirements.~~

~~55. The tenant agrees to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.~~

~~56.1 The tenant agrees:~~

- ~~(a) to have the residential premises fumigated, at the tenant's own expense, if the fumigation is required because animals have been kept on the residential premises during the tenancy.~~
- ~~(b) where there is any damage to the residential premises as a result of animals having been kept on the residential premises, to repair such damage at the tenant's own expense.~~
- ~~(c) to indemnify the landlord in respect of any damage to property or claims made as a result of damage to any person or property caused or arising from animals having been kept on the residential premises during the tenancy.~~
- ~~(d) when requested, to provide written evidence of compliance with Clauses 55, 56.1(a) and 56.1(b) to the landlord/landlord's agent.~~

~~56.2 The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent, as may be provided in the space allowed in clause 53 or otherwise and where such consent is provided, the provisions of clauses 53, 54, 55 and 56.1 will apply to all animals kept on the premises.~~

ADDITIONAL TERM - CONDITION REPORT

- 57. Where the landlord has in compliance with the *Residential Tenancies Act 2010* provided the tenant with the signed condition report and the tenant has not returned the condition report within 7 days after taking possession of the residential premises the tenant will be deemed to have accepted the condition report.
- 57.1 The condition report will form part of and be included in this agreement.
- 57.2 The tenant acknowledges that prior to signing this agreement, the tenant was provided with two physical copies (or one electronic copy) of any applicable condition report required to be provided to the tenant under the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - INSPECTIONS

- 58.1 The tenant will permit the landlord/landlord's agent, on entering the residential premises in accordance with Clause 24.5 (inspect the premises) of the Standard Terms, to record the condition of the residential premises by taking photos and/or videos. The photos or videos will be used to compare with any photos or videos taken in the preparation of the condition report provided to the tenant at the start of the tenancy. Such comparison is to assist in identifying any damage or defects that may arise during the tenancy. Photos or videos may not be used for advertising or any other purpose and copies will be provided to the tenant on request at no charge. Should the landlord/landlord's agent require photos or videos of the residential premises for any purpose other than as outlined above the landlord/landlord's agent must obtain the tenant's written authorisation.
- 58.2 Reasonable care will be taken to avoid including details of the tenant's personal property and effects in such photos or videos.

ADDITIONAL TERM - CARE AND USE OF PREMISES

- 59. The tenant agrees, in addition to the requirements of Clauses 16, 17 and 18 of this agreement:
- 59.1 they must only use the premises as their place of residence. Should the tenant wish to use the premises for a purpose other than or in addition to their place of residence (including but not limited to sub-letting), the tenant must first make a request in writing to the landlord. Any consent will be at the absolute discretion of the landlord, and if granted, must be in writing and may be subject to additional terms.
- 59.2 to not paint, mark, affix posters, use nails, screws or adhesives, or in any way deface the premises (whether internally or externally) without first obtaining the prior written consent of the landlord.
- 59.3 to place all household rubbish suitably bagged and wrapped in the bin provided by the local authority and to put the bin out for collection on the designated day for collection and to remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place. Where bins are lost or stolen it is the tenant's responsibility to replace the bins at the tenant's cost.
- 59.4 not to use any sink, basin, toilet, drain or like facility in or connected to the premises for other than their intended use or do anything that might damage or block the plumbing drainage or sewerage system on the premises.
- 59.5 not to hang washing or other articles outside anywhere but the areas designated for this purpose.
- 59.6 to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and lawn areas.
- 59.7 keep the premises free of rodents, cockroaches and other vermin and to notify the landlord promptly of any vermin or pest infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.
- 59.8 where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.
- 59.9 to properly look after and not alter or remove any landlord's property including fixtures, furniture, electrical and other appliance and equipment let with the premises and only to operate appliances or equipment in accordance with the manufacturer's instructions or landlord's directions.
- 59.10 where a water efficiency device is installed on the premises, not to remove, modify, tamper with, or damage in any way (whether directly or indirectly) such device.
- 59.11 not to affix any television antenna to the premises.
- 59.12 not to maliciously or negligently damage the premises or any part of the premises.
- 59.13 to replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or it's guest/s.
- 59.14 at the commencement of the tenancy, the Landlord has provided the premises with all light bulbs, LED lights and fluorescent tubes in good working order. The Tenant will promptly replace, at the Tenant's cost, blown or damaged light bulbs, LED lights or fluorescent tubes (and starters, if required) and ensure all are in a working condition at the end of the tenancy. Where damage has been occasioned by the Landlord or its Agent, it shall be the Landlord's responsibility to replace such damaged equipment.
- 59.15 to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises.
- 59.16 to notify the landlord of any infectious disease at the premises.

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59.17 where, for the purposes of Clause 43.1 of this agreement, the tenant becomes aware or suspects that any smoke alarm (or similar device) present in the residential premises is faulty, to promptly notify the landlord/landlord's agent.

ADDITIONAL TERM - SWIMMING POOL SAFETY AND MAINTENANCE

If Clause 45 is deleted this clause is not applicable.

60. Swimming Pool Safety and Maintenance

60.1 At the commencement of the tenancy, the landlord will:

- (a) ~~handover the pool in a condition that is safe for use~~
- (b) ~~provide to the tenant a copy of the pool compliance certificate together with all relevant documentation and instructions on the use and maintenance of the swimming pool.~~

60.2 During the term of the tenancy:

- (a) ~~the tenant must comply with all safety requirements of the Swimming Pools Act 1992 in particular ensure:~~
 - (1) ~~child-restraint barriers are in place and properly maintained;~~
 - (2) ~~access gates and doors are securely closed at all times;~~
 - (3) ~~at all times to maintain and not interfere with, move or obscure in any way warning notices and resuscitation signs in the immediate vicinity of the swimming pool;~~
 - (4) ~~at all times, there are no climbable objects near the child-restraint barriers that would allow children to access the swimming pool.~~
- (b) ~~where a child-restraint barrier, warning sign or resuscitation sign is damaged and becomes ineffective the tenant must advise the landlord or the agent immediately.~~
- (c) ~~the tenant is responsible for general maintenance including:~~
 - (1) ~~regular cleaning of filter baskets~~
 - (2) ~~maintaining required water levels~~
 - (3) ~~removing vegetation and other rubbish from the pool~~
 - (4) ~~maintaining the pool water condition~~
 - (5) ~~regular pool services~~
 - (6) ~~payment of costs for all required pool chemicals~~
 - (7) ~~advising the landlord or the agent immediately of any pool related problem.~~

60.3 Immediately prior to the end of the term of the tenancy the tenant will provide to the landlord or the agent:

- (a) ~~opportunity to inspect the pool; and/or~~
- (b) ~~a pool condition report completed by a professional pool service company.~~

~~The tenant is to return the pool in good order and condition as at the beginning of the tenancy.~~

60.4 The landlord is responsible for repair of the pool and repair or replacement of the pool equipment resulting from general wear and tear and for reasons beyond the tenant's control and responsibility however, the tenant will be responsible for any damage or want of repair arising from the tenant's failure to comply with its obligations.

60.5 If the tenant does not maintain the pool and pool equipment to the satisfaction of the landlord acting reasonably, the tenant will be in default and the landlord may seek to recover, in compliance with the Act, any loss or damage incurred.

ADDITIONAL TERM - RENTAL BOND

61. The parties agree the rental bond cannot be used for payment of the rent unless the landlord and tenant both agree in writing.

ADDITIONAL TERM - TERMINATION

- 62. On termination or expiration of the term **the tenant agrees:**
 - (a) to deliver vacant possession in accordance with the termination notice; and
 - (b) to deliver up all keys and security devices; and
 - (c) to advise as soon as possible of the tenants contact address.
- 63. The termination of this agreement by notice or otherwise shall not affect in anyway either party's right to compensation for breach of the terms of this agreement nor either party's obligations to comply with this agreement and the *Residential Tenancies Act 2010*.
- 64. Should a fixed term agreement for more than 3 years be terminated by the tenant (other than as permitted under the *Residential Tenancies Act 2010*) before the ending date:
 - (a) the tenant will be required to pay rent until the tenant has moved out and handed back the keys; and
 - (b) the tenant may be liable to pay for the balance term of the tenancy, any loss of rent incurred by the landlord in re-letting the premises where the landlord/landlord's agent has taken reasonable steps to reduce or minimise rental losses; and
 - (c) the parties are not relieved from their obligations to mitigate any loss on termination; and
 - (d) the landlord may seek Tribunal orders for compensation, including out of pocket and other reasonable expenses, as provided by sections 187(1)(c) and (d) and 187(2) of the Act.
- 65.1 Acceptance by the landlord of payment of rent or other monies owing by the tenant after service of a notice of termination by the tenant will not amount to or be seen as a waiver of such notice or any of the landlord's rights under this agreement, the *Residential Tenancies Act 2010* or any other applicable law.
- 65.2 Where the tenancy is at an end and the tenant does not vacate the premises, the landlord is entitled to and expressly reserves the right to make an application to the Civil and Administrative Tribunal for vacant possession and/or compensation.

ADDITIONAL TERM - END OF TERM OR OCCUPANCY

- 66. The tenant will on vacating the premises:
 - (a) Return all keys, keycards and other security devices (if any) and make good the cost of replacement should any of these items not be returned or be lost at any time.
 - (b) At the end of the tenancy have all carpets cleaned to a standard no less than the standard as provided by the landlord/landlord's agent at the start of the tenancy.
 - (c) Fair wear and tear excepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the tenant's pets.
 - (d) Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the landlord.
 - (e) Leave the premises (including the grounds) in a neat and tidy condition.
 - (f) Fumigate as reasonably required if pets have been on the premises.
 - (g) Provide written evidence (eg. receipt, invoice) of compliance with the requirements of Clauses 66 (c) and (f) to the landlord/landlord's agent on or before vacating.
 - (h) Return all remote control devices in good working order and condition including batteries, and where not returned, make good the cost of replacement.

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ADDITIONAL TERM - OCCUPANTS

67. Taking into account the provisions of Clause 17.3 of this agreement, all persons using the premises as occupants or otherwise must comply with the provisions of this agreement and the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - TELECOMMUNICATION SERVICES

68. On termination **the tenant agrees** to leave telecommunication services (for example telephone, internet, television or cable) and associated hardware, fittings and fixtures, in the same condition as at the start of the tenancy, and ensure (if required) the services continue, are transferred or terminated (as the landlord/agent may direct).

69. Prior to entering into this agreement the tenant must satisfy itself as to the availability and suitability of any telecommunication services and associated hardware, fixtures and fittings to the premises.

70. The landlord gives no warranty as to the provision or adequacy of such telecommunication services or as to the provision or serviceability of any hardware, fixtures and fittings in the premises relating to such services.

ADDITIONAL TERM - STATUTES AND BY-LAWS

71. The tenant will at all times comply with all applicable statutes, orders, regulations, by-laws (including by-laws referred to in Clauses 38 and 39 if applicable) and management statements relating to the premises including health and safety, noise or the tenant's occupation of the premises generally.

ADDITIONAL TERM - INSURANCE

72. The landlord is not responsible for insuring the tenant's own property.

73. **The tenant agrees** not to, by act or omission, either directly or indirectly, do anything which would:

- (a) cause any increase in the premium of any insurance the landlord may have over the premises (or their contents); or
- (b) cause or expose the landlord to any claim on any such insurance policy; or
- (c) cause any such insurance policy to be invalidated.

ADDITIONAL TERM - RENT INCREASE DURING THE TERM

74.1 In the case of a fixed term agreement of less than 2 years the landlord and tenant agree, if a rent increase is stated in the rent/rent increase item on the second page of this agreement only then may the rent be increased during the term and such increase shall be as set out in the rent/rent increase item on the second page of this agreement.

74.2 In the case of a fixed term agreement of 2 years or more the landlord and the tenant agree, rent payable during the term may only be increased once in any period of 12 months and where the tenant has been given at least 60 days written notice before the increased rent is payable specifying the increased rent and the day from which it is payable.

ADDITIONAL TERM - PRIVACY

75. (a) The landlord's agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988 (CTH)*) and where required maintain a Privacy Policy.

(b) The Privacy Policy outlines how the landlord's agent collects and uses Personal Information provided by you as the tenant, or obtained by other means, to provide the services required by you or on your behalf.

(c) You as the tenant agree the landlord's agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:

- (1) the landlord of the premises to which this agreement applies, insofar as such information is relevant to the managing and/or leasing of the premises; and/or
- (2) residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the tenancy and if applicable listing tenancy agreement breaches (subject to the provisions of Part 11 Division 2 of the *Residential Tenancies Act 2010*); and/or
- (3) previous managing agents or landlords and nominated referees to confirm information provided by you; and/or
- (4) tradespeople and similar contractors engaged by the landlord/landlord's agent in order to facilitate the carrying out of works with respect to the premises; and/or
- (5) the landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the landlord's agent relating to the administration of the premises and use of the landlord's agent's services; and/or
- (6) a utility connection provider where you request the landlord's agent to facilitate the connection and/or disconnection of your utility services; and/or
- (7) Owners Corporations.

(d) Documents or copies of documents provided to establish the identity of the tenant or persons entitled to deal on behalf of the tenant, will be retained by the landlord's agent in accordance with the Australian Privacy Principles and will not be used for any purpose other than confirming the identity of such person/s.

(e) Without provision of certain information the landlord's agent may not be able to act effectively or at all in the administration of this agreement.

(f) The tenant has the right to access such Personal Information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.

(g) The landlord's agent will provide (where applicable), on request, a copy of its Privacy Policy.

ADDITIONAL TERM - DATA COLLECTION

76. Upon signing this agreement the parties agree the landlord's agent, and the form completion service provider providing this form, may without disclosing Personal Information collect, use and disclose to Data Collection Agencies information contained in this agreement.

ADDITIONAL TERM - RELATED DOCUMENTS / NOTICES / ELECTRONIC COMMUNICATIONS

77. (a) The parties agree and confirm any documents and communications in relation to this Agreement may, subject to clause 50, be forwarded electronically and where this document has been forwarded electronically (either for signing or otherwise) the party receiving the document confirms having consented to the delivery of the document (and any other materials) by way of the electronic means of delivery before receiving the documentation.

(b) A Related Document to be served on any party under this Tenancy Agreement shall be in writing and may be served on that party:

- (1) by delivering it to the party personally; or

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- (2) by leaving it for the party at that party's address as stated in this Tenancy Agreement; or
 - (3) by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in this Tenancy Agreement; or
 - (4) by email, where the party has given express consent in accordance with clause 50; or
 - (5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 77(b)(1) to (4) above.
- (c) A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.
 - (d) A document sent by electronic communication will be deemed to have been received in accordance with Section 13A of the *Electronic Transactions Act 2000 (NSW)*.
 - (e) Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.
 - (f) Documents must be served before 5pm on a business day, failing which, such document will be deemed to have been served on the next business day.
 - (g) The parties acknowledge and agree an Electronic Document readily accessible via a link within a Related Document is received when the Related Document is served and will be opened when the Related Document is opened.
 - (h) The parties agree to execution, delivery and service of documents electronically by a method provided by DocuSign or such other agreed electronic signature service provider.

NOTES

1. DEFINITIONS

In this agreement:

- (1) **data collection agency** means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.
- (2) **electronic document** means any electronic communication (including Notices) as defined in the *Electronic Transactions Act 2000 (NSW)* including any electronically generated document situated on an external server readily accessible via a link within an electronic communication or other electronically generated document.
- (3) **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- (4) **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:
 - (a) the letting of residential premises, or
 - (b) the collection of rents payable for any tenancy of residential premises.
- (5) **LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.

- (6) **personal information** means personal information as defined in the *Privacy Act 1988 (CTH)*.
- (7) **related document** means any written communication (including Notices) with regard to this matter between the parties, including any Electronic Documents.
- (8) **rental bond** means money paid by the tenant as security to carry out this agreement.
- (9) **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- (10) **tenancy** means the right to occupy residential premises under this agreement.
- (11) **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. CONTINUATION OF TENANCY (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

3. ENDING A FIXED TERM AGREEMENT

If this agreement is a fixed term agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. ENDING A PERIODIC AGREEMENT

If this agreement is a periodic agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. OTHER GROUNDS FOR ENDING AGREEMENT

The *Residential Tenancies Act 2010* also authorises the landlord and the tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. WARNING

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

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OTHER ADDITIONAL TERMS

Additional Terms to this Agreement where inserted at the direction of either party were prepared by that party or an Australian Legal Practitioner under instruction from the party and not from the Agent. No warranty is given by the Agent with respect to such Additional Terms. Legal advice should be sought.

Refer Addendum A (Item A1)

SIGNATURES

THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Note. Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.

SIGNED BY THE LANDLORD Date: 07 May 2025 / /
(Signature of landlord or landlord's agent on behalf of the landlord)

LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of an information statement published by NSW Fair Trading that sets out the landlord's rights and obligations.

SIGNED BY THE LANDLORD Date: 07 May 2025 / /
(Signature of landlord or landlord's agent on behalf of the landlord)

Note. May only be signed by the Landlord's Agent where the Landlord has first provided a signed Landlord's Information Statement Acknowledgement.

SIGNED BY THE TENANT Date: 07 May 2025 / /

SIGNED BY THE TENANT (2) Date: 07 May 2025 / /
(Signature of tenant 2)

SIGNED BY THE TENANT (3): Date: / /
(Signature of tenant 3)

SIGNED BY THE TENANT (4): Date: / /
(Signature of tenant 4)

TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

SIGNED BY THE TENANT/S: Date: 07 May 2025 / /
(Signatures of tenants)

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au

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Addendum A

A1. Other Additional Terms

Water Usage Charges

The Tenant agrees that if the property is separately metered for water usage and meets water efficiency standards at any time throughout the tenancy, they will begin paying for water usage starting from the compliance date as outlined in the lease agreement.

Contact Details

The Tenant agrees to promptly update any changes to their contact information, such as mobile number, email, or postal address. Failure to do so may result in missed communication.

Routine Inspections

The Tenant agrees to receive all inspection notices through email. If email is not available, notices will be sent by mail. If you cannot attend, we will use our office key to gain access. If you wish to be present for your inspection, you must adjust your schedule accordingly to be in attendance. Inspection times cannot be rescheduled. The Tenant also consents to photographs being taken for inclusion in a report intended for the Landlord.

Alterations

The Tenant agrees to not to make any alterations to the premises without the Landlords permission. This includes that the Tenant is not to fix anything to the walls (eg: Hooks, pins, nails, stickers, tape, LED strip lights). Any damages caused by alterations are the responsibility of the Tenant to repair. The Tenant will be asked to remove/rectify any unapproved alterations.

NBN/Internet/Phone/Pay TV Connection

The Tenant agrees that the availability of technology-related services, such as the internet, NBN, telephone, fax, and pay TV, is solely the responsibility of the Tenant to investigate before signing the Residential Tenancy Agreement. The Landlord is not obligated to provide these services. The Tenant agrees that if the property does not currently have these services connected, they will obtain the Landlord's permission before installing such services. At the end of the tenancy, the Tenant will not remove the connection without the Landlords' approval.

Repairs & Maintenance

The Tenant agrees to promptly notify the office of any repair or maintenance issues as they occur. Notifications can be made through the PropertyMe App or via email. The sole exception to this rule pertains to emergency repairs, which must be reported immediately via phone call to the office. After necessary maintenance is completed, the Tenant will inform the agent if, in the Tenant's opinion, the work is unsatisfactory or unfinished.

The Tenant agrees that if a tradesperson is sent to repair an issue at the property and it is determined that the problem was caused by the Tenant or their belongings, the Tenant will be responsible for any resulting invoices.

Garden Maintenance

The Tenant agrees to maintain all lawn and garden areas on a regular basis, this includes mowing, watering, weeding, pruning, and pest control. All garden waste must be removed from the premises. The Tenant also agrees to repair/replace any damaged turf caused by pets.

Pest Control

The Tenant agrees to be responsible for the prevention and control of general pests, including but not limited to cockroaches, ants, spiders, lawn grubs, and other similar pests. The Tenant shall promptly notify the Landlord of any pest infestations requiring professional extermination beyond routine maintenance. The Tenant shall maintain the cleanliness of the premises and take necessary preventive measures to minimise pest infestations. The Landlord reserves the right to arrange and charge for pest control services if deemed necessary due to the Tenant's negligence or failure to adhere to these responsibilities

Cleaning

The Tenant agrees to consistently clean all parts of the property and, when necessary, follow the manufacturer or Landlord's cleaning instructions.

Proper Use of Toilet Facilities

The Tenant agrees to only flush toilet paper, human waste (urine and feces) down the toilet. The disposal of any other items, including but not limited to sanitary products, wipes, tissues, paper towels, food, and other foreign objects, is strictly prohibited. Any blockages or damage resulting from the improper use of toilet facilities will be the Tenant's responsibility, including the costs of repairs or plumbing services.

Remember: Only paper, pee, and poo go down the loo!

Smoking

The Tenant agrees not to smoke or allow smoking inside the property, including the garage. If smoking occurs, the Tenants will be responsible for professionally cleaning all affected surfaces.

Carpet

In the event of a carpet stain, the Tenant agrees to promptly clean it to prevent permanent staining. The Tenant agrees to place protective mats underneath any office chairs in carpeted rooms to prevent damage to the carpet.

Mould & Mildew

The Tenant agrees to ensure regular ventilation of the property by opening windows or doors. If mould or mildew occurs due to the Tenant's lifestyle choices or normal factors such as showering or condensation, the Tenant agrees to promptly address and clean it.

Potted Plants

The Tenant agrees to place protective plates or saucers under potted plants situated on any indoor or outdoor surface.

Air Conditioning Filters & Exhaust Fans

The Tenant agrees to maintain regular cleaning of the air conditioner filters including ducted air conditioner filters, range hood filters, ceiling fans, and exhaust fans.

Pet Approval

Where the Tenant is allowed under the lease agreement to have pets on the property, they agree that these pets will not enter any indoor areas of the premises. Upon vacating the property, the Tenant agrees to arrange for professional flea spraying both inside and outside the premises, as well as professional cleaning of the carpets, an invoice must be provided as evidence that the work has been completed. The Tenant agrees to repair any damage caused by the pet (EG: Scratched glass doors, damaged turf, torn fly screens,

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Addendum A (continued)

chewed fittings ect)

Pets Security

The Tenant agrees that the security and safety of any pets kept on the premises are solely their responsibility, including but not limited to ensuring that the pets do not pose a threat to other Tenants, neighbours, or property. It is the Tenant's responsibility to ensure that the pet is not able to escape when the agents attend for routine inspections. Additionally, any unfriendly pets should either be secured or absent from the home during inspections.

Inflatable Swimming Pools and Spa Pools

The Tenant agrees not to construct or utilise on the property any inflatable swimming pool or spa pool capable of holding water deeper than 300mm. These pools are categorised as swimming pools under the Swimming Pools Act 1992 and require compliant pool fencing or barriers.

Garages

The Tenant agrees that the garage/sheds on the property will be primarily used for parking a motor vehicle only. In the event of an oil leak from the Tenant's vehicle, they agree to use a protective barrier underneath to prevent staining on the floor or driveway.

Vehicles

The Tenant agrees not to park or store vehicles, including trailers, in areas not designated for parking. No unregistered cars, tires, or parts are to be left in an untidy manner on the property. Tenants must not park on the grass at any time and must ensure that council land is clear of any vehicles. The Tenant agrees not to park on or obstruct any shared driveways.

Keys & Security

The Tenant agrees that they are responsible for the security of the property. The Tenant is accountable for replacing any lost keys or locking devices; if replacement isn't feasible, the Tenant may need to arrange for the lock or locking device to be changed. Any duplicate keys must be returned when vacating the property. In the event that the Tenant becomes locked out of the premises, the tenant can make arrangements to borrow the office set of keys. The agent does not guarantee that keys for all locks are available. If the tenant is unable to arrange collection of the office keys, they will be responsible for the cost of a locksmith.

Break In

The Tenant agrees to promptly notify the police in case of a break-in and obtain a police report number. Subsequently, the Tenant must inform the agent about the incident and provide the report number.

Insurance

The Tenant agrees to obtain contents insurance if they wish to insure their belongings, as the Landlord's insurance does not cover personal belongings of the Tenant.

Appliance Manuals

The Tenant agrees to leave any/all operation manuals at the property upon vacating.

Tenancy Database

The Tenant agrees that in the event of breaching the Residential Tenancy Agreement, resulting in an amount owed to the Landlord exceeding the rental bond, or if the NSW Civil

& Administrative Tribunal makes a ruling in favour of the Landlord, the Landlord reserves the right to record the Tenant's personal information in a Tenancy database such as TICA.

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RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: //8//
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
 - (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. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal 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

11. All outgoing 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.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. 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.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act 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.
- 17.
- (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?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?
- Affectations/Benefits**
- 20.
- (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.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) 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?
23. 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?
- 24.
- (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?
25. 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

26. 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

27. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
28. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
29. If any document required 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.
30. Searches, surveys, enquiries and inspection of any title deeds must prove satisfactory.
31. The purchaser reserves the right to make further requisitions prior to completion.
32. 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

33. 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.