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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Valley Estate Agents** **26 Elgin Street, Maitland NSW 2320** **Email: callum@valleyestateagents.com.au**	**Phone: 4934 1901** **Ref: Callum**
co-agent		
vendor		
vendor's solicitor		
date for completion	**42nd day after the contract date** (clause 15)	
land (address, plan details and title reference)	**38 Horizon Street, Gillieston Heights NSW 2321** **Lot 552 in Deposited Plan 1170757** **Folio Identifier 552/1170757**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

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

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

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

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

buyer's agent

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

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SIGNING PAGE

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

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Choices

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

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

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

- ☐ 61

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

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

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

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

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

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

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

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Cooling off period (purchaser's rights)

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

2 **EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—**

- **(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or**
- **(b) in any other case—the fifth business day after the day on which the contract was made.**

3 **There is NO COOLING OFF PERIOD—**

- **(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or**
- **(b) if the property is sold by public auction, or**
- **(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or**
- **(d) if the contract is made in consequence of the exercise of an option, other than an option that is void under the Act, section 66ZG.**

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

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

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

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

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

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

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

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

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

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

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

8. **The purchaser should arrange insurance as appropriate.**

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

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

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

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

4 Electronic transaction

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

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

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

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

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

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

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

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

the *party* entitled to them.

5 Requisitions

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

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

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

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

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

6 Error or misdescription

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

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

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

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

9 Purchaser's default

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

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

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

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

10 Restrictions on rights of purchaser

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

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

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

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

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

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

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13 Goods and services tax (GST)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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14 Adjustments

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

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

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

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

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

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

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

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

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

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

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

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

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

15 Date for completion

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

16 Completion

● Vendor

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

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

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

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

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

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

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

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

16.7 On completion the deposit belongs to the vendor.

17 Possession

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

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

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

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

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

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18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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.

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24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
  - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do whatever is reasonably necessary to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
  - at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

● Transfer

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

● Place for completion

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

● Payments on completion

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

31 Foreign Resident Capital Gains Withholding

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

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32 Residential off the plan contract

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

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

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

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

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

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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 16 of the *Property and Stock Agents Regulation 2022* and Section 68 & 104 of the *Property and Stock Agents Act 2002*:

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

(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) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.

(c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

Additional clauses forming part of this contract for the sale and purchase

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If there are any inconsistencies between these additional clauses and the printed conditions in the contract these additional clauses prevail.

33. AMENDMENTS TO STANDARD FORM CONTRACT

Unless the context requires otherwise, terms defined in clause 1 have the meanings given to them in clause 1 when used (in any form) in these additional clauses even though they are not italicised or capitalised in these additional clauses.

The following printed clauses are amended as follows:

33.1 **clause 1**: Insert the following additional definition:

'*Restricted action* means make any objection, requisition, claim for compensation, withhold any money or exercise any right to rescind or terminate this contract or seek to delay completion;';

33.2 **clause 2.9**:

(a) Replace the words 'if each party tells... to be invested' with 'if this contract says the deposit is to be invested'; and

(b) Insert at the end of the clause 'if this contract is completed, and otherwise to the party entitled to the deposit';

33.3 **clause 7.1.1**: replace '5%' with '1%';

33.4 **clause 7.2.4**: delete the words 'and the costs of the purchaser';

33.5 **clause 8.1.1**: delete the words 'on reasonable grounds';

33.6 **clause 8.1.2**: delete the words from 'that' to 'grounds' inclusive;

33.7 **clauses 10.1.8** and **10.1.9**: replace each occurrence of the word 'substance' with the word 'existence';

33.8 **clause 14.4.2**: replace the clause with:

'by adjusting the amount of land tax determined by applying the average rate of land tax payable by the vendor or any predecessor in title for the year to the taxable value of the property';

33.9 **clause 19**: insert the following additional clause:

'19.3 Despite clauses 19.2.3, the purchaser's only remedy for a breach of warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2022 (NSW)* is the remedy prescribed by that regulation.';

33.10 **clause 20.6.8** delete this clause;

33.11 **clause 20.7.2**: insert the words 'and in the case of the Vendor the actual cost' at the end of the clause;

33.12 **clause 22** add additional clause as follows;

'22.3 The Purchaser indemnifies the Vendor against any liability or damage the Vendor may suffer or incur in connection with the breach of the Purchaser's promise. This clause does not merge on completion'.

33.13 **clause 23.5.1**: insert the words 'which includes special levies payable by instalments (where the adjustment period is the period of the instalments)' to the end of the clause;

33.14 **clause 23.13 and 23.14** are deleted.

34. NOTICE TO COMPLETE

34.1 Issue of notice to complete

If a party is entitled to serve a notice to complete, then the party may:

(a) at any time, service a notice requiring completion on a specified date (being not less than 14 days after the date of service of that notice; and

(b) specify a time of day between 11am and 4pm as the time for completion.

Where the Vendor is ready, willing and able to execute the assurance of the property and complete this contract and the Purchaser does not complete this contract on the completion date the Purchaser must pay the Vendor on completion the sum of $550.00 inclusive of GST on account of the additional legal fees incurred by the Vendor because of the delay.

34.2 Reasonable period

The parties agree that 14 days is a reasonable and proper period to specify in any notice to complete.

34.3 Preservation of rights

The party servicing a notice to complete reserves the right to:

(a) withdraw the notice; and

(b) issue further notices to complete.

35. LIQUIDATED DAMAGES

35.1 Payment of interest

If completion does not occur on or before the date for completion, the Purchaser must pay to the Vendor on completion interest calculated daily and compounded on the last day of each month;

(a) at the rate of 10% per annum; and

(b) on the balance of the purchase price payable under this contract,

in respect of the period commencing on the day following the date for completion and ending on completion.

35.2 Delay by vendor

Clause 35.1 does not apply in respect of any period during which completion has been delayed solely due to the fault of the vendor.

35.3 Delayed Settlement

The sum of Four Hundred and Forty Dollars ($440.00) for any and each delayed or rescheduled settlement, on account of the additional legal fees incurred by the Vendor because of the delay.

35.4 Essential terms

The Purchaser may not require the Vendor to complete this contract unless interest payable under this contract is paid to the vendor on completion. It is an essential term of this contract that the interest due is paid on completion. Interest payable pursuant to this condition is a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete on or before the date for completion.

36. REAL ESTATE AGENTS

The Purchaser warrants to the Vendor that is has not been introduced to the property through or by any agent other than the vendors agent referred to on the front page of this contract (if any). The Purchaser indemnifies the Vendor against any claim for commission, charges, costs or expenses in relation to the sale of the property caused by a breach of this warranty. The Vendor's rights under this clause continue after completion.

The vendor warrants they have not engaged any other agent to sell the property other than the agent noted on the front page of the Contract.

37. PRESENT CONDITION

Subject to Section 52A of the *Conveyancing Act 1919* (NSW) and the *Conveyancing (Sale of Land) Regulations 2022* (NSW), the Purchaser acknowledges that it is purchasing a property as a result of its own inspections and inquiries and in condition and state of repair as at the date of this contract and subject to any existing water, sewerage (except sewers belonging to the registered sewerage authority), drainage, gas, electricity, telephone and other installations (*Services*) and cannot take any restricted action in respect of:

37.1 the condition, state of repair, dilapidation or infestation (if any) of the property;

37.2 any latent or patent defect in the property;

37.3 any environmental hazard or contamination;

37.4 the nature, location, availability or non-availability of the Services or defects in the Services;

37.5 whether or not the property is subject to or has the benefit of any rights or easements in respect of the Services;

37.6 any underground or surface stormwater drain passing through or over the property or any manhole vent on the property;

37.7 any rainwater downpipe being connected to the sewer;

37.8 any failure to comply with the *Swimming Pools Act 1992 (NSW)*; or

37.9 whether or not the property complies with the regulations under the *Environmental Planning and Assessment Act 1979 (NSW)* relating to the installation of smoke alarms.

38. PURCHASER'S WARRANTIES

38.1 Purchaser's warranties

The Purchaser/s represents and warrants that:

(a) the Purchaser/s has not relied on or been induced to enter into this contract by any representation or warranty, including those concerning the potential or present use or development of the property (made by the vendor, its agent or solicitor);

(b) the Purchaser/s has relied entirely on its own independent investigations and enquiries about the property in entering into this contract; and

(c) the Purchaser/s has obtained its own independent professional advice on the nature of the property and its permitted uses and the purchaser's rights and obligations under this contract.

38.2 Acknowledgements

The Purchaser/s acknowledges that in entering into this contract the Vendor has relied on the warranties given by the purchaser in this clause 38.1.

39. INSOLVENCY, DEATH OR INCAPACITY

39.1 If the Purchaser is a company, should the Purchaser (or any one of them if there be more than one purchaser) prior to completion:

(a) resolve to enter into liquidation or provisional liquidation;

(b) have a summons presented for its winding-up;

(c) enter into any scheme of arrangement with its creditors under Part 5.1 of the *Corporations Act 2001 (Cth)*;

(d) have any liquidator, provisional liquidator, receiver, receiver and manager, controller or administrator appointed in respect of the purchaser or any of its assets

then, 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 the Vendor may terminate this contract by serving notice and the provisions of clause 9 will apply.

39.2 If the Vendor or Purchaser is an individual notwithstanding any rule of law or in equity, the Vendor and the Purchaser agree that if either party (or any of them) die or becomes so intellectually, physically or psychologically disabled as to be, unable to complete this Contract on time or is declared bankrupt, becomes insolvent, enters into any scheme or makes any assignment or arrangement for the benefit of creditors then either party may rescind this Contract at any time thereafter by written notice served as provided for in this Contract and the provisions of Clause 19 will then apply.

40. MINE SUBSIDENCE BOARD

The Purchaser may rescind this agreement if the owner of the improvements on the land is not entitled, as at the date of this agreement, to claim compensation from the Mine Subsidence Board in respect to any damage to the land and/or improvements arising from mine subsidence, and written communication from the Mine Subsidence Board to that effect shall be conclusive for the purpose of this condition.

41. ERROR IN ADJUSTMENT OF OUTGOINGS

Should any apportionment of outgoings required to be made under this contract be overlooked or incorrectly calculated on completion, the Vendor and the Purchaser agree that upon being so requested by the other party, that the correct calculation be made and paid to the party to whom it is payable by the party liable for the payment. This Clause shall not merge on completion of this contract.

42. EXTENSION(S) TO COOLING OFF PERIOD AND/OR SUBJECT TO FINANCE CLAUSE

If a cooling off period or subject to finance period applies to this contract then on request for extension and each subsequent occasion that the Purchaser requests an extension thereof and the request is granted by the Vendor, the Purchaser must on completion pay a further sum of Two Hundred and Twenty Dollars ($220.00) inclusive of GST for the Vendor's additional legal costs associated with dealing with the Purchaser's request(s) for each extension granted. These fees are agreed by the parties to be a genuine and reasonable pre-estimate of the Vendor's actual costs. This sum shall fall due and payable on settlement or in the case of rescission upon service of the Notice of Rescission.

43. GST

The Purchaser warrants that the property will be used predominantly for residential accommodation. The Purchaser will indemnify the Vendor against any liability to pay GST arising from breach of this warranty. This right continues after completion.

44. SETTLEMENT FIGURES

The Purchaser's representative must prepare and service proposed settlement sheet with supporting certificates to the Vendor's representative five (5) clear Business days prior to the settlement date. If the proposed settlement sheet is provided less than five (5) clear business prior to completion, the Purchaser will allow the sum of Two Hundred Dollars ($220.00) inclusive of GST to cover the Vendor's representative's costs for the late preparation of the Settlement Adjustment Sheet.

45. SERVICE LOCATION PLAN

45.1 The parties acknowledge and agree that, in relation to properties located with the area serviced by Hunter Water Corporation, Sewer Line Location Diagrams are not ordinarily made available by the authority as part of its standard administrative processes and therefore, such a diagram would not be annexed hereto.

45.2 The Purchaser agrees that they shall not make any requisitions, objection or claim (whether for compensation or not) nor claim any right to

terminate or rescind this Contract or delay the completion of this Contract due to the matter disclosed in this Special Condition.

46. REQUISITIONS ON TITLE

46.1 The Purchaser agrees that the only form of general Requisitions on Title the Purchaser may make pursuant to Clause 5 of the Contract shall be in the form annexed hereto. The parties agree that these Requisitions on Title are deemed to be served on the Vendor in accordance with Clause 5 of the Contract.

46.2 The Purchaser agrees that they shall not make any requisitions, objection or claim (whether for compensation or not), nor claim any right to terminate or rescind this Contract or delay the completion of this Contract due to any matter disclosed in this Special Condition notwithstanding completion of this Contract.

47. TIME – CHRISTMAS/NEW YEAR

For the purpose of this contract the parties agree that should the settlement date fall within the period between 22 December and 12 January of the next year, the parties will postpone settlement date as stipulated in this contract until after 12 January of that next year.

48. GUARANTEE

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

48.2 The word *guarantor* means each director of the Purchaser as at the date of this contract.

48.3 If each director of the Purchaser has not signed this clause as a guarantor, the Vendor may terminate this contract by serving notice, but only within 14 days after the contract date.

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

(a) payment of all money payment by the Purchaser under this contract; and

(b) the performance of all of the Purchaser's other obligations under this contract

48.5 The guarantor:

(a) indemnifies the Vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the Vendor in connection with or arising from any breach or default by the Purchaser of its obligations under this contract; and

(b) must pay on demand any money due to the Vendor under this indemnity

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

(a) the performance by the Purchaser of its obligations under this contract; and

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

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

48.8 If the Vendor assigns or transfer the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.

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

(a) the granting of any time, waiver, covenant not to sue or other indulgence;

(b) the release or discharge of any person;

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

(d) any moratorium or other suspension of the rights, power, authority, discretion, or remedy conferred on the Vendor by this contract, a statute, a Court or otherwise;

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

(f) the winding up of the Purchaser.

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

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

48.12 This clause operates as a deed between the Vendor and the guarantor.

EXECUTED as a Deed.

SIGNED SEALED & DELIVERED by

.....

In the presence of:

.....

Signature of Witness Name of Witness

REQUISITIONS AND REPLIES

All properties:

1. Has the construction of the improvements erected on the property during the Vendor's ownership been approved by local council?

   The Vendor makes no representations in respect of council approvals and the Purchaser must rely on their own enquiries.

2. Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property?

   The vendor is not aware of any restrictions preventing the registered proprietor from conveying the property, other than those that may be disclosed on title or elsewhere in the Contract. The Purchaser must rely on their own searches and enquiries.

3. Are any of the inclusions listed in the Contract subject to any charge, encumbrance, lease, hire-purchase agreement?

   To the best of the Vendor's knowledge, the inclusions listed in the Contract are not subject to any charge, encumbrance, lease or hire-purchase agreement.

4. Are there any written proposals, notices, claims or disputes that have been received by the Vendor from the local council within the last three (3) months?

   The Vendor is not aware of any written proposals, notices, claims or disputes received from the local council within the last three (3) months, other than as may be disclosed in the Contract or otherwise disclosed in writing.

5. Is anyone in adverse possession of the property?

   The Vendor is not aware of any person in adverse possession of the property.

These replies are provided on behalf of the Vendor and are given without admission of liability. The Purchaser must rely on their own searches, surveys and enquiries in relation to the property and any improvements.

The Vendor reserves the right to alter any of the replies prior to completion.

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

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 552/1170757

SEARCH DATE	TIME	EDITION NO	DATE
12/11/2026	10:46 AM	6	20/2/2026

LAND

LOT 552 IN DEPOSITED PLAN 1170757
AT GILLIESTON HEIGHTS
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF MAITLAND COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1170757

FIRST SCHEDULE

(TZ AV886218)

SECOND SCHEDULE (6 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 A572301 LAND EXCLUDES MINERALS (S.141 PUBLIC WORKS ACT, 1912)
3 DP1161356 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
4 DP1170757 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
5 DP1170757 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
6 DP1170757 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

260681... PRINTED ON 12/11/2026

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

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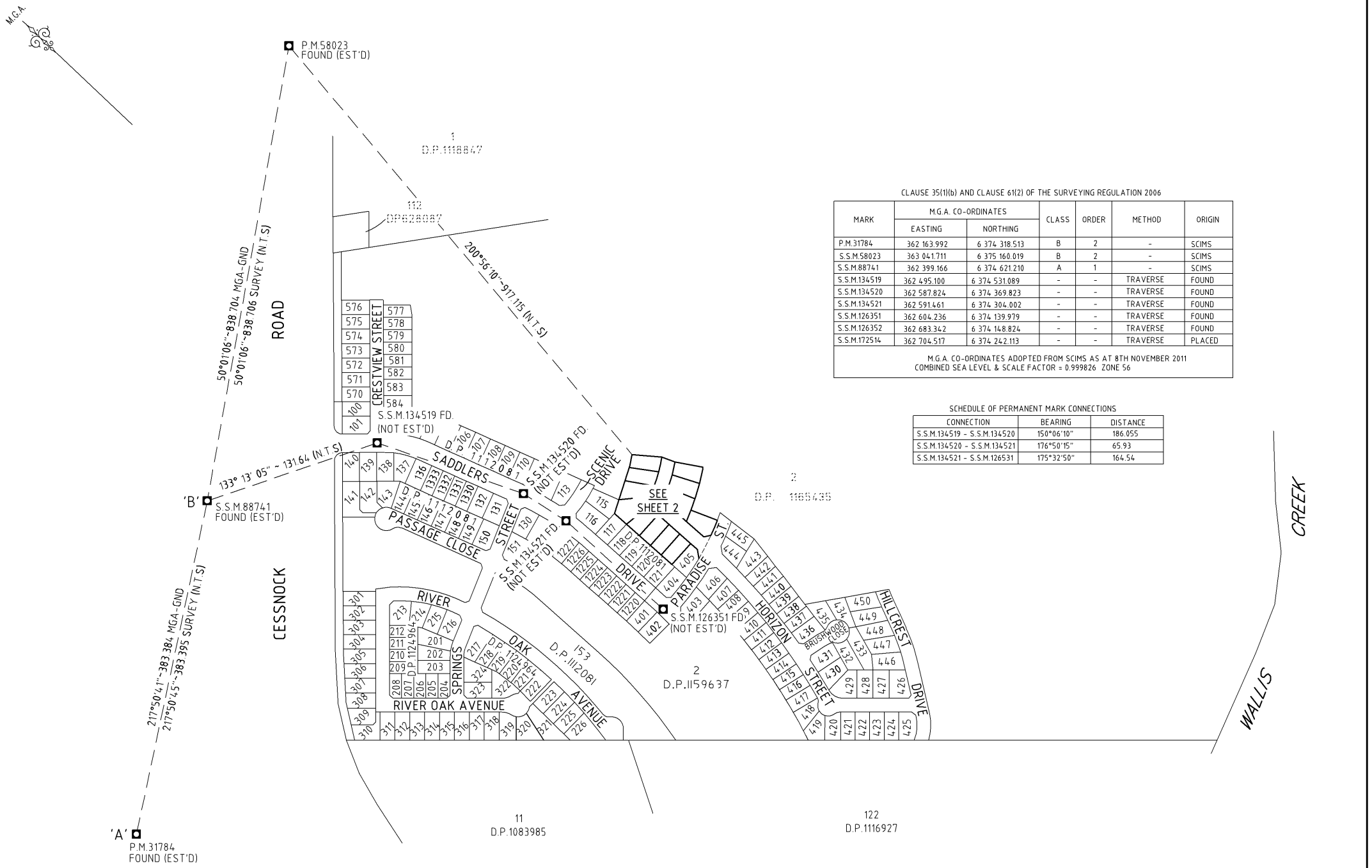
Received: 12/11/2026 10:46:05



CLAUSE 35(1)(b) AND CLAUSE 61(2) OF THE SURVEYING REGULATION 2006

MARK	M.G.A. CO-ORDINATES		CLASS	ORDER	METHOD	ORIGIN
	EASTING	NORTHING				
P.M.31784	362 163.992	6 374 318.513	B	2	-	SCIMS
S.S.M.58023	363 041.711	6 375 160.019	B	2	-	SCIMS
S.S.M.88741	362 399.166	6 374 621.210	A	1	-	SCIMS
S.S.M.134519	362 495.100	6 374 531.089	-	-	TRAVERSE	FOUND
S.S.M.134520	362 587.824	6 374 369.823	-	-	TRAVERSE	FOUND
S.S.M.134521	362 591.461	6 374 304.002	-	-	TRAVERSE	FOUND
S.S.M.126351	362 604.236	6 374 139.979	-	-	TRAVERSE	FOUND
S.S.M.126352	362 683.342	6 374 148.824	-	-	TRAVERSE	FOUND
S.S.M.172514	362 704.517	6 374 242.113	-	-	TRAVERSE	PLACED

M.G.A. CO-ORDINATES ADOPTED FROM SCIMS AS AT 8TH NOVEMBER 2011
COMBINED SEA LEVEL & SCALE FACTOR = 0.999826 ZONE 56

SCHEDULE OF PERMANENT MARK CONNECTIONS

CONNECTION	BEARING	DISTANCE
S.S.M.134519 - S.S.M.134520	150°06'10"	186.055
S.S.M.134520 - S.S.M.134521	176°50'15"	65.93
S.S.M.134521 - S.S.M.126531	175°32'50"	164.54

Surveyor: DAVID IAN TURNER
Date of Survey: 9TH JANUARY 2012
Surveyor's Ref: 10995-05-DP-002-E

PLAN OF SUBDIVISION OF LOT 1 D.P. 1165435

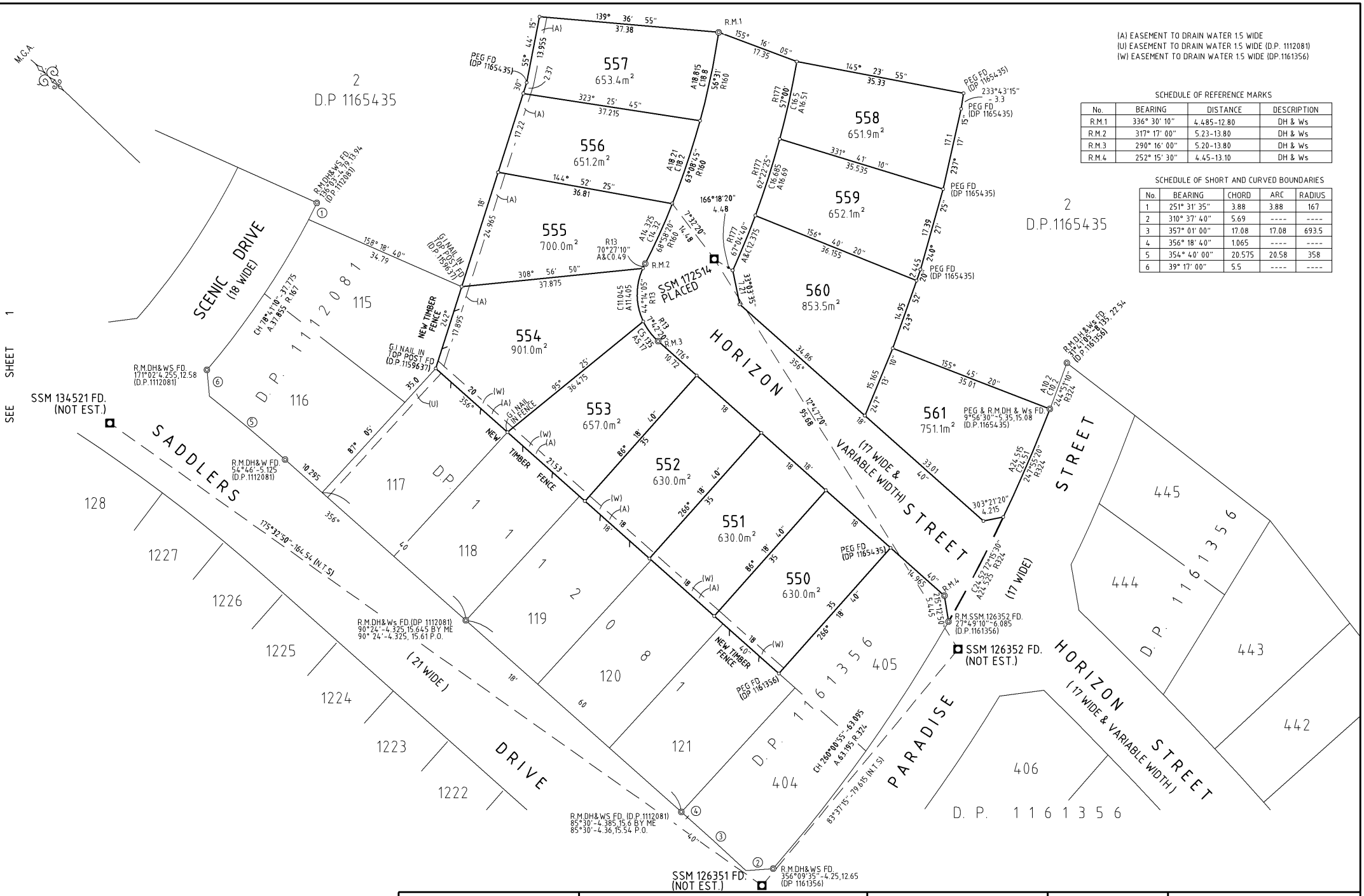
LGA: MAITLAND
Locality: GILLIESTON HEIGHTS
Subdivision No: 061968
Lengths are in metres. Reduction Ratio: 1: 3000

Registered 17.5.2012

DP1170757

Req:R115786 /Doc:DP 1170757 P /Rev:17-May-2012 /NSW LRS /Pgs:ALL /Prt:12-Nov-2026 10:53 /Seq:1 of 4
© Office of the Registrar-General /Src:TRISearch /Ref:260681

10 20 30 40 50 Table of mm 90 100 110 120 130 140



Surveyor: DAVID IAN TURNER Date of Survey: 9TH JANUARY 2012 Surveyor's Ref: 10995-05-DP-002-E	PLAN OF SUBDIVISION OF LOT 1 D.P. 1165435	LGA: MAITLAND Locality: GILLIESTON HEIGHTS Subdivision No: 061968 Lengths are in metres. Reduction Ratio: 1: 500	Registered 17.5.2012	DP1170757

Req:R115786 /Doc:DP 1170757 P /Rev:17-May-2012 /NSW LRS /Pgs:ALL /Prt:12-Nov-2026 10:53 /Seq:2 of 4
© Office of the Registrar-General /Src:TRISearch /Ref:260681

Req:R115786 /Doc:DP 1170757 P /Rev:17-May-2012 /NSW LRS /Pgs:ALL /Prt:12-Nov-2026 10:53 /Seq:3 of 4
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ePlan

PLAN FORM 6 Warning: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS AND 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 EXTENSION OF HORIZON STREET TO THE PUBLIC AS PUBLIC ROAD.

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

TO CREATE:

1. EASEMENT TO DRAIN WATER 1.5 WIDE
2. RESTRICTION ON THE USE OF LAND

TO RELEASE:

1. EASEMENT TO DRAIN WATER 2.5 WIDE (D.P. 1138982) (PARTIAL RELEASE)
2. EASEMENT TO DRAIN WATER 1.5 WIDE (D.P. 1161359) (PARTIAL RELEASE)
3. EASEMENT TO DRAIN WATER 1.5 WIDE (D.P.1112081) (PARTIAL RELEASE)

Use PLAN FORM 6A for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

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

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

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

subdivision .....set out herein
(insert 'subdivision' or 'new road')

.....
* (Authorised Person/~~General Manager/Accredited Certifier~~)

Consent Authority Maitland City Council

Date of Endorsement 26.3.12

~~Accreditation No.~~ .....

Subdivision Certificate No. 061968

File No. DA06 1968

* Delete whichever is inapplicable

DP1170757

Registered: 17.5.2012

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 1 D.P. 1165435

LGA: MAITLAND
Locality: GILLIESTON HEIGHTS
Parish: MAITLAND
County: NORTHUMBERLAND

Surveying and Spatial Information Regulation, 2006

I, DAVID IAN TURNER
of ADW JOHNSON PTY. LTD. 7/335 HILLSBOROUGH ROAD, WARNERS BAY NSW 2282
a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation, 2006 and was completed on 9TH JANUARY 2012

The survey relates to LOTS 550 TO 561

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

Signature ..... Dated: 31/01/12
Surveyor registered under the Surveying and Spatial Information Act, 2002

Datum Line: "A"-"B"
Type: Urban / ~~Rural~~

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

D.P.1112081
D.P.1159637
D.P.1161356
D.P.1165435
D.P.1138982

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 10995-05-DP-002-D E

★ OFFICE USE ONLY

Req:R115786 /Doc:DP 1170757 P /Rev:17-May-2012 /NSW LRS /Pgs:ALL /Prt:12-Nov-2026 10:53 /Seq:4 of 4
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ePlan

PLAN FORM 6A (Annexure Sheet) Warning: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

PLAN OF SUBDIVISION OF
LOT 1 D.P. 1165435

DP1170757

Registered: 17.5.2012

* OFFICE USE ONLY

Subdivision Certificate No: 061968 Date of Endorsement: 26.3.12

David Walter Bourke Toben Michael James Long

Signed by.....

as attorney(s) under registered Power of Attorney Book 4578 No. 295 for **Mirvac Homes (NSW) Pty Limited** ACN 006 922 998 in the presence of:

.....
Attorney

.....
Attorney

.....
Witness

MATTHEW SCARD
.....
Name of Witness

LEVEL 26
60 MARGARET ST, SYDNEY NSW 2000
.....
Address of Witness

SURVEYOR'S REFERENCE: 10995-05-DP-002-D E

Req:R115781 /Doc:DL A572301 /Rev:27-Feb-1997 /NSW LRS /Pgs:ALL /Prt:12-Nov-2026 10:52 /Seq:1 of 4
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RECD 18 MAY 1920 10. 9 AM

Registration and other fees

Fees:
Transfer
Endorsement
Certificate

£ : :

FEE SIMPLE.

Crown Solicitor

MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900.) A572301

REGISTRAR-GENERAL NEW SOUTH WALES

18.5.20

A572301

a Name, residence, occupation, or other designation, in full, of transferror.

I,[a] LILIAN MAUD SPARKE Wife of Edward William Sparke of West Maitland in the State of New South Wales Auctioneer.

b If a less estate, strike out "in fee simple," and interline the required alteration.

c All subsisting encumbrances must be noted hereon. (See page 2.)

d If the consideration be not pecuniary, state its nature concisely.

being registered as the proprietor of an Estate in *fee simple*[b] in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,[c] in consideration of[d] FOUR THOUSAND AND SIXTY SEVEN POUNDS (£ 4067:0:0)

e Name, residence, occupation, or other designation, in full, of transferree.

If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

paid to me by[e] the Minister for Public Works of the said State the Constructing Authority duly constituted by the "West Maitland Sewerage Act 1912 for the purposes of that Act and the Public Works Act 1912.

the receipt whereof I hereby acknowledge,

f If to two or more, state whether as joint tenants or tenants in common.

do hereby transfer to the said[f] Minister for Public Works as such Constructing Authority for and on behalf of His Most Gracious Majesty King George V.

g Area in acres, roods, or perches.

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing[g] 177 acres and 14 perches

h Parish or town and county.

situate in[h] the Municipality of West Maitland Parish of Maitland and County of Northumberland

i "The whole" or "part," as the case may be.

j "Crown grant," or "Certificate of Title."

k Strike out if not appropriate.

These references will suffice, if the whole land in the grant or certificate be transferred. But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:— "*as delineated in the plan hereon* [or "*annexed hereto*"] or "*described as follows, viz.*":— Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

being[i] the whole of the land comprised in[j] Certificate of Title dated 12th March 1917 registered volume No. 2742 folio 37

[k] And also in the pieces of land as follows:—

[Rule up all blanks before signing.]

The form, when filled in, should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

[Price, 6d.]

St 3121

Req:R115781 /Doc:DL A572301 /Rev:27-Feb-1997 /NSW LRS /Pgs:ALL /Prt:12-Nov-2026 10:52 /Seq:2 of 4
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MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO.

p See note "c," page 1. A very short note of the particulars will suffice.

[Rule up all blanks before signing.]

m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferror is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form.

This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place.

If the Transferror or Transferree signs by a mark, the attestation must state "that the "instrument was read "over and explained "to him, and that he "appeared fully to understand the same."

n Repeat attestation for additional parties if required.

St 3121

In witness whereof, I have hereunto subscribed my name, at West Maitland the Nineteenth day of April in the year of our Lord one thousand nine hundred and twenty.

Signed in my presence by the said
LILIAN MAUD SPARKE
WHO IS PERSONALLY KNOWN TO ME

Cecil Minnis J.P.

Signed[n]

L. Maud Sparke
Transferror.*

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

Req:R115781 /Doc:DL A572301 /Rev:27-Feb-1997 /NSW LRS /Pgs:ALL /Prt:12-Nov-2026 10:52 /Seq:3 of 4
© Office of the Registrar-General /Src:TRISearch /Ref:260681

o For the signature of the Transferee hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferee, his signature will be dispensed with *in cases where it is established that it cannot be procured without difficulty.* It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence, by ~~the said~~ John Vernell Tillett by Charles Edwin Parkinson

WHO IS PERSONALLY KNOWN TO ME

C R Murphy

* Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

John Vernell Tillett
C E Parkinson
Crown Solicitor
for Transferee.

(*The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See note "o" in margin.)

N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

Certificate of Title Vol 2742 Fol 37

MR

FORM OF DECLARATION BY ATTESTING WITNESS.q

Appeared before me, at , the

day of , one thousand nine hundred and

r

the attesting witness to this instrument, and declared that he personally knew

s

the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said[t]

is his own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

.....

q May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

r Name of witness and residence.

s Name of Transferor.

t Name of Transferor.

u Registrar-General, Deputy, Notary Public, J.P., or Commissioner for Affidavits.

Req:R115781 /Doc:DL A572301 /Rev:27-Feb-1997 /NSW LRS /Pgs:ALL /Prt:12-Nov-2026 10:52 /Seq:4 of 4
© Office of the Registrar-General /Src:TRISearch /Ref:260681

No. A572301 Memorandum of Transfer of

177 acres 14 pers
Lot 2 of Section E
DP 8672

East Greta
Mun of West Maitland
Excluding mines and deposits as provided by section 141 of the Public Works Act 1912

Admitted ? for Public Works
Transferror.

His Majesty the King
Transferree.

Lodged by
(Name) The Crown Solicitor
(Address) 237 Macquarie St

Particulars entered in the Register Book, Vol. 2742
Folio 37

the 18th day of May, 1920,
at 3 minutes pt 10 o'clock
in the fore noon.

Registrar General.

20 MAY 1920

INDEXED

	DATE.	INITIALS.
SENT TO SURVEY BRANCH	1 MAY 1918	
RECEIVED FROM RECORDS	do	10.18
DRAFT WRITTEN	22/5/20	
DRAFT EXAMINED		
DIAGRAM COMPLETE	24/5/20	
DIAGRAM EXAMINED		
DRAFT FORWARDED		
RETD TO RECORDS { REQUISITN.		
RETD TO RECORDS { REGISTR.		
RETURNED FROM RECORDS		
CERTIFICATE ENGROSSED		
SUPT. OF ENGROSSERS	25-5-20	
DEP REGISTRAR GENERAL		

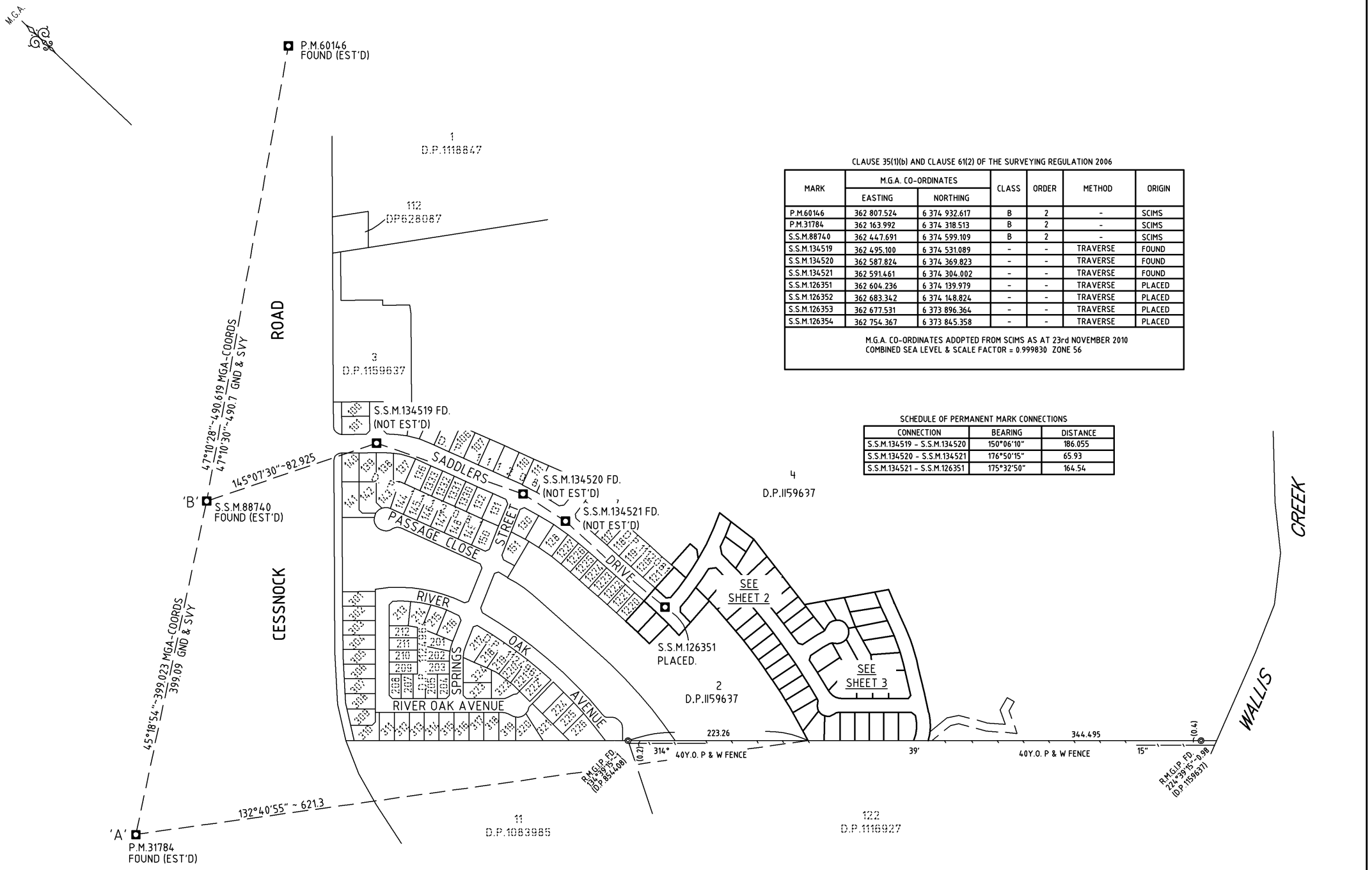
VOL. 3055 FOL. 133

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:—

No Transfer can be registered until the fees are paid.
If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to save this expense, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.
Tenants in common must receive separate Certificates. 20s. will be required for each additional Certificate.
The fees on transfer are 10s., and 20s. for every new Certificate, whether issued to a Transferree or required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
The Transfer is complete from the moment it is recorded.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

N.B.—All lands granted from the Crown since 1st January, 1868, are, ipso facto, under the provisions of the Real Property Act and must be dealt with in the forms prescribed by that Act.

Note to be marked O.H.M.S.



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S.S.M.126352	362 683.342	6 374 148.824	-	-	TRAVERSE	PLACED
S.S.M.126353	362 677.531	6 373 896.364	-	-	TRAVERSE	PLACED
S.S.M.126354	362 754.367	6 373 845.358	-	-	TRAVERSE	PLACED

M.G.A. CO-ORDINATES ADOPTED FROM SCIMS AS AT 23rd NOVEMBER 2010
COMBINED SEA LEVEL & SCALE FACTOR = 0.999830 ZONE 56

SCHEDULE OF PERMANENT MARK CONNECTIONS

CONNECTION	BEARING	DISTANCE
S.S.M.134519 - S.S.M.134520	150°06'10"	186.055
S.S.M.134520 - S.S.M.134521	176°50'15"	65.93
S.S.M.134521 - S.S.M.126351	175°32'50"	164.54

Surveyor: DAVID IAN TURNER Date of Survey: 3RD MARCH 2011 Surveyor's Ref: 10995-LIN-004-B	PLAN OF SUBDIVISION OF LOT 1 AND EASEMENTS WITHIN LOTS 2 & 4 IN D.P.1159637	LGA: MAITLAND Locality: GILLIESTON HEIGHTS Subdivision No: 061968 Lengths are in metres. Reduction Ratio: 1:4000	Registered 24.05.2011	Ⓔ DP1161356

10 20 30 40 50 Table of mm 90 100 110 120 130 140

Req:R115785 /Doc:DP 1161356 P /Rev:31-Oct-2011 /NSW LRS /Pgs:ALL /Prt:12-Nov-2026 10:53 /Seq:1 of 5
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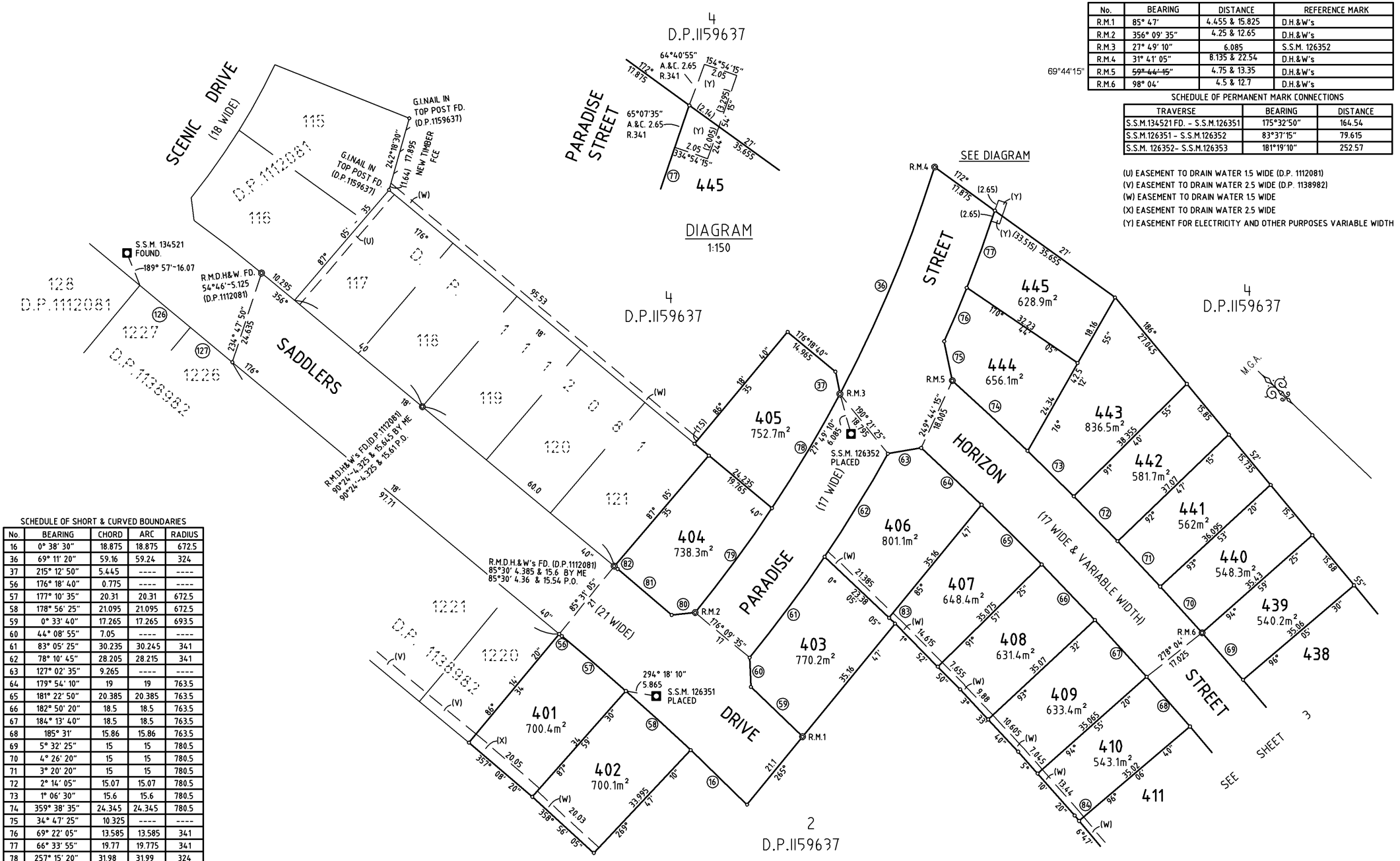

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	REFERENCE MARK
R.M.1	85° 47'	4.455 & 15.825	D.H.&W's
R.M.2	356° 09' 35"	4.25 & 12.65	D.H.&W's
R.M.3	27° 49' 10"	6.085	S.S.M. 126352
R.M.4	31° 41' 05"	8.135 & 22.54	D.H.&W's
R.M.5	~~59° 44' 15"~~ 69°44'15"	4.75 & 13.35	D.H.&W's
R.M.6	98° 04'	4.5 & 12.7	D.H.&W's

SCHEDULE OF PERMANENT MARK CONNECTIONS

TRAVERSE	BEARING	DISTANCE
S.S.M.134521 FD. – S.S.M.126351	175°32'50"	164.54
S.S.M.126351 – S.S.M.126352	83°37'15"	79.615
S.S.M. 126352– S.S.M.126353	181°19'10"	252.57

(U) EASEMENT TO DRAIN WATER 1.5 WIDE (D.P. 1112081)
(V) EASEMENT TO DRAIN WATER 2.5 WIDE (D.P. 1138982)
(W) EASEMENT TO DRAIN WATER 1.5 WIDE
(X) EASEMENT TO DRAIN WATER 2.5 WIDE
(Y) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
16	0° 38' 30"	18.875	18.875	672.5
36	69° 11' 20"	59.16	59.24	324
37	215° 12' 50"	5.445	----	----
56	176° 18' 40"	0.775	----	----
57	177° 10' 35"	20.31	20.31	672.5
58	178° 56' 25"	21.095	21.095	672.5
59	0° 33' 40"	17.265	17.265	693.5
60	44° 08' 55"	7.05	----	----
61	83° 05' 25"	30.235	30.245	341
62	78° 10' 45"	28.205	28.215	341
63	127° 02' 35"	9.265	----	----
64	179° 54' 10"	19	19	763.5
65	181° 22' 50"	20.385	20.385	763.5
66	182° 50' 20"	18.5	18.5	763.5
67	184° 13' 40"	18.5	18.5	763.5
68	185° 31'	15.86	15.86	763.5
69	5° 32' 25"	15	15	780.5
70	4° 26' 20"	15	15	780.5
71	3° 20' 20"	15	15	780.5
72	2° 14' 05"	15.07	15.07	780.5
73	1° 06' 30"	15.6	15.6	780.5
74	359° 38' 35"	24.345	24.345	780.5
75	34° 47' 25"	10.325	----	----
76	69° 22' 05"	13.585	13.585	341
77	66° 33' 55"	19.77	19.775	341
78	257° 15' 20"	31.98	31.99	324
79	262° 50' 40"	31.195	31.205	324
80	310° 37' 40"	5.69	----	----
81	357° 01'	17.08	17.08	693.5
82	356° 18' 40"	1.065	----	----
83	0° 05' 05"	1.995	----	----
84	6° 47'	1.695	----	----
126	173° 00' 55"	16.37	16.375	335
127	175° 22' 20"	11.025	11.025	335

Surveyor: DAVID IAN TURNER Date of Survey: 3RD MARCH 2011 Surveyor's Ref: 10995-LIN-004-B	PLAN OF SUBDIVISION OF LOT 1 AND EASEMENTS WITHIN LOTS 2 & 4 IN D.P.1159637	LGA: MAITLAND Locality: GILLIESTON HEIGHTS Subdivision No: 061968 Lengths are in metres. Reduction Ratio: 1:600	Registered 24.05.2011	Ⓔ DP1161356

10 20 30 40 50 Table of mm 90 100 110 120 130 140

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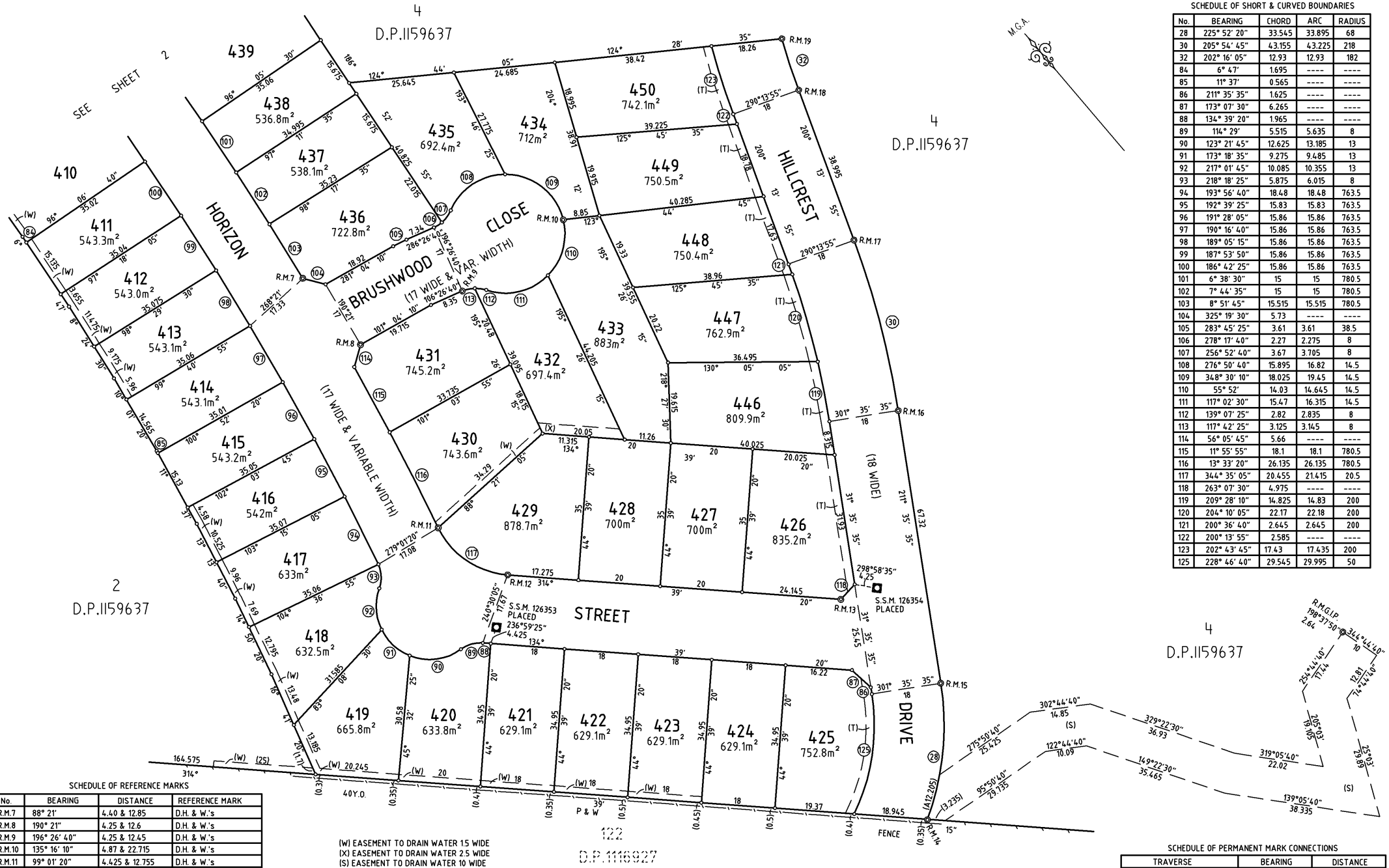
BEARING R.M.5 AMENDED SEE 2011/168211 28.10.2011



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
28	225° 52' 20"	33.545	33.895	68
30	205° 54' 45"	43.155	43.225	218
32	202° 16' 05"	12.93	12.93	182
84	6° 47'	1.695	----	----
85	11° 37'	0.565	----	----
86	211° 35' 35"	1.625	----	----
87	173° 07' 30"	6.265	----	----
88	134° 39' 20"	1.965	----	----
89	114° 29'	5.515	5.635	8
90	123° 21' 45"	12.625	13.185	13
91	173° 18' 35"	9.275	9.485	13
92	217° 01' 45"	10.085	10.355	13
93	218° 18' 25"	5.875	6.015	8
94	193° 56' 40"	18.48	18.48	763.5
95	192° 39' 25"	15.83	15.83	763.5
96	191° 28' 05"	15.86	15.86	763.5
97	190° 16' 40"	15.86	15.86	763.5
98	189° 05' 15"	15.86	15.86	763.5
99	187° 53' 50"	15.86	15.86	763.5
100	186° 42' 25"	15.86	15.86	763.5
101	6° 38' 30"	15	15	780.5
102	7° 44' 35"	15	15	780.5
103	8° 51' 45"	15.515	15.515	780.5
104	325° 19' 30"	5.73	----	----
105	283° 45' 25"	3.61	3.61	38.5
106	278° 17' 40"	2.27	2.275	8
107	256° 52' 40"	3.67	3.705	8
108	276° 50' 40"	15.895	16.82	14.5
109	348° 30' 10"	18.025	19.45	14.5
110	55° 52'	14.03	14.645	14.5
111	117° 02' 30"	15.47	16.315	14.5
112	139° 07' 25"	2.82	2.835	8
113	117° 42' 25"	3.125	3.145	8
114	56° 05' 45"	5.66	----	----
115	11° 55' 55"	18.1	18.1	780.5
116	13° 33' 20"	26.135	26.135	780.5
117	344° 35' 05"	20.455	21.415	20.5
118	263° 07' 30"	4.975	----	----
119	209° 28' 10"	14.825	14.83	200
120	204° 10' 05"	22.17	22.18	200
121	200° 36' 40"	2.645	2.645	200
122	200° 13' 55"	2.585	----	----
123	202° 43' 45"	17.43	17.435	200
125	228° 46' 40"	29.545	29.995	50

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	REFERENCE MARK
R.M.7	88° 21'	4.40 & 12.85	D.H. & W.'s
R.M.8	190° 21"	4.25 & 12.6	D.H. & W.'s
R.M.9	196° 26' 40"	4.25 & 12.45	D.H. & W.'s
R.M.10	135° 16' 10"	4.87 & 22.715	D.H. & W.'s
R.M.11	99° 01' 20"	4.425 & 12.755	D.H. & W.'s
R.M.12	53° 14'	4.55 & 12.82	D.H. & W. & SSM126353
R.M.13	31° 35' 35"	4.43 & 13.15	D.H. & W.'s
R.M.14	176° 33'	6.055 & 15.695	D.H. & W.'s
R.M.15	121° 35' 35"	5.55 & 13.75	D.H. & W.'s
R.M.16	121° 35' 35"	5.5 & 13.65	D.H. & W.'s
R.M.17	110° 13' 55"	5.5 & 13.65	D.H. & W.'s
R.M.18	110° 13' 55"	5.5 & 13.65	D.H. & W.'s
R.M.19	124° 28' 35"	5.5 & 13.95	D.H. & W.'s

(W) EASEMENT TO DRAIN WATER 1.5 WIDE
(X) EASEMENT TO DRAIN WATER 2.5 WIDE
(S) EASEMENT TO DRAIN WATER 10 WIDE
(T) POSITIVE COVENANT 2 WIDE (APZ)

SCHEDULE OF PERMANENT MARK CONNECTIONS

TRAVERSE	BEARING	DISTANCE
S.S.M.126352 - S.S.M.126353	181°19'10"	252.57
S.S.M. 126353- S.S.M.126354	123°34'40"	92.24

Surveyor:	DAVID IAN TURNER
Date of Survey:	3RD MARCH 2011
Surveyor's Ref:	10995-LIN-004-B

PLAN OF SUBDIVISION OF LOT 1 AND EASEMENTS WITHIN LOTS 2 & 4 IN D.P.1159637

LGA: MAITLAND
Locality: GILLIESTON HEIGHTS
Subdivision No: 061968
Lengths are in metres. Reduction Ratio: 1:600

Registered 24.05.2011

DP1161356

10 20 30 40 50 Table of mm 90 100 110 120 130 140

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS AND 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 EXTENSION OF SADDLERS DRIVE, PARADISE STREET, HORIZON STREET, HILLCREST DRIVE AND BRUSHWOOD CLOSE TO THE PUBLIC AS PUBLIC ROAD.

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

TO CREATE:

1. EASEMENT TO DRAIN WATER 1.5 WIDE
2. EASEMENT TO DRAIN WATER 2.5 WIDE
3. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH
4. RESTRICTION ON THE USE OF LAND
5. POSITIVE COVENANT 2 WIDE (APZ)
6. EASEMENT TO DRAIN WATER 10 WIDE

TO RELEASE:

1. EASEMENT TO DRAIN WATER 1.5 WIDE (D.P. 1112081)
2. EASEMENT TO DRAIN WATER 2.5 WIDE (D.P. 1138982)(PARTIAL RELEASE)

Use PLAN FORM 6A
for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

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

Subdivision set out herein
(insert 'subdivision' or 'new road')

.....
* (Authorised Person/~~General Manager/Accredited Certifier~~)

Consent Authority Maitland City Council

Date of Endorsement 2.5.11

~~Accreditation No.~~ .....

Subdivision Certificate No. 061968

File No. DA 06 1968

* Delete whichever is inapplicable

DP1161356

Registered: 24.05.2011

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 1 AND EASEMENTS WITHIN LOTS 2 AND 4 IN D.P.1159637

LGA: MAITLAND
Locality: GILLIESTON HEIGHTS
Parish: MAITLAND
County: NORTHUMBERLAND

Surveying and Spatial Information Regulation, 2006

I, DAVID IAN TURNER
of ADW JOHNSON PTY. LTD. 7/335 HILLSBOROUGH ROAD, WARNERS BAY NSW 2282
a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation, 2006 and was completed on 3RD MARCH 2011

The survey relates to LOTS 401 TO 450

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

Signature ..... Dated: 22-03-11
Surveyor registered under the Surveying and Spatial Information Act, 2002

Datum Line : "A"-"B"
Type: Urban / ~~Rural~~

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

D.P.1112081
D.P.854408
D.P.1159637
D.P. 1138982

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 10995-LIN-004-B

* OFFICE USE ONLY

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PLAN FORM 6A (Annexure Sheet) Warning: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

PLAN OF SUBDIVISION OF LOT 1 AND EASEMENTS WITHIN LOTS 2 AND 4 IN D.P.1159637

DP1161356

Registered: 24.05.2011

☆ OFFICE USE ONLY

Subdivision Certificate No: 061968 Date of Endorsement: 2.5.11

Signed on behalf of
Mirvac Homes (NSW) Pty Limited
ACN 0069 22998

.....
Witness

Matthew Scard

.....
Authorised Person

Toben Michael James Long GARY WOOD

SIGNED for and on behalf of **Ausgrid** ABN 67 505 337 385 by ~~**Kathryn**~~ Katherine **Margaret Gunton** its attorney under a Power of Attorney Registered No. 4528 Book 401 and the Attorney declares that the Attorney has not received notice of the revocation of such Power of Attorney in the presence of:

.....
Signature of Witness

.....
Signature of Attorney

BRIDGET ANNE THOMSON
Print name of Witness

.....
Authorised Person of Maitland City Council

SURVEYOR'S REFERENCE: 10995-LIN-004-B

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED AND OR 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

Plan: DP1161356

Subdivision of Lot 1 and Easements within Lots 2 & 4 in Deposited Plan No. 1159637 covered by Subdivision Certificate No.

Full name and address of the Proprietor of the land

Mirvac Homes (NSW) Pty Ltd
Level 26, 60 Margaret Street
Sydney NSW 2000

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	402	Lot 2 DP 1159637
		406	407 to 414 inclusive
		407	408 to 414 inclusive
		408	409 to 414 inclusive
		409	410 to 414 inclusive
		410	411 to 414 inclusive
		411	412 to 414 inclusive
		412	413 & 414
		413	414
		416	415
		417	415 & 416
		418	415 to 417 inclusive
		419	415 to 418 inclusive & 420 to 424 inclusive
		420	421 to 424 inclusive
		421	422 to 424 inclusive
		422	423 & 424
		423	424
		430	432 & 433
		~~432~~	~~433~~
		Lot 4 DP 1159637	405
		Lot 2 DP 1159637	415 to 424 inclusive

	Identity of easement secondly referred to in the abovementioned plan	Lots or Authority Burdened:	Lots or Authority Benefited:
2	Easement to Drain Water 2.5 wide	401	402 and Lot 2 DP 1159637
		432	433

	Identity of easement thirdly referred to in the abovementioned plan	Lots or Authority Burdened:	Lots or Authority Benefited:
3	Easement for Electricity and Other Purposes variable width	445 and Lot 4 DP 1159637	Ausgrid ABN: 67 505 337 385

ITEMS 1 & 2 (PART 1) AMENDED - SEE 2011/834 15.6.2011

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED AND OR 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

Plan: DP1161356

Subdivision of Lot 1 and Easements within Lots 2 & 4 in Deposited Plan No. 1159637 covered by Subdivision Certificate No.

	Identity of easement fourthly referred to in the abovementioned plan	Lots or Authority Burdened:	Lots or Authority Benefited:
4	Restriction on the Use of Land	Each lot	Every other lot

	Identity of easement fifthly referred to in the abovementioned plan	Lots or Authority Burdened:	Lots or Authority Benefited:
5	Positive Covenant 2 wide (APZ)	425,426 and 446 to 450 inclusive	Maitland City Council

	Identify of easement sixthly referred to in the abovementioned plan	Lots or Authority Burdened:	Lots or Authority Benefited:
6	Easement to Drain Water 10 Wide	Lot 4 D.P. 1159637	Maitland City Council

PART 1A

	Identity of easement partly released firstly referred to in the abovementioned plan	Lots or Authority Burdened:	Lots or Authority Benefited:
1	Easement to Drain Water 1.5 wide (DP 1112081)	Lot 117 D.P. 1112081 (Partial Release) Lots 101 & 102 D.P. 1112081	Part of Lot 1 DP 1159637 as regards Lots 401 to 404 inclusive, Lots 406 to 450 inclusive and the extension of Saddlers Drive, Paradise Street, Horizon Street, Hillcrest Drive and Brushwood Close. Lot 1 DP 1159637

	Identity of easement partly released secondly referred to in the abovementioned plan	Lots or Authority Burdened:	Lots or Authority Benefited:
2	Easement to Drain Water 2.5 wide (DP 1138982) (Partial Release)	Lots 1220 to 1227 inclusive D.P.1138982 and Lots 128 to 130 inclusive D.P.1112081	Part of Lot 1 DP 1159637 as regards Lots 403 to 450 inclusive and the extension of Saddlers Drive, Paradise Street, Horizon Street, Hillcrest Drive and Brushwood Close.

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED AND OR 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

Plan: DP1161356

Subdivision of Lot 1 and Easements within Lots 2 & 4 in Deposited Plan No. 1159637 covered by Subdivision Certificate No.

PART 2

A. Dictionary

The following are definitions in respect of defined words used in part 2 of this instrument:

Asset Protection Zones means that area shown as "APZ" on the Plan being a buffer zone between a bush fire hazard and buildings.

Bushfire Management Plan means a plan approved by a suitably qualified bushfire consultant or the Rural Fire Service that define the location of temporary and permanent Asset protection Zones.
Plan means plan of subdivision to which this instrument relates and upon registration of which the restrictions are created; and

Rural Fire Services means the Rural fire Services of NSW as constituted under the Rural Fires Act, 1997 and includes its successors or replacement body or bodies.

1. Terms of Easement thirdly referred to in the abovementioned plan

a) An Easement is created on the terms and conditions set out in memorandum registered number AC289041. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

2. Terms of Restriction on the Use of Land fourthly referred to in the abovementioned plan.

2.1 No building or buildings shall be erected or be permitted to remain erected on each lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibre cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 70% of the total area of the external walls. Timber and/or fibre cement shall not be used in external walls except in conjunction with all or any of the above materials and the proportion shall not exceed 30% of the total area of the external walls.

2.2 Each building erected on a burdened lot shall not be used or be permitted to be used other than for residential purposes.

2.3 No building or buildings shall be erected or permitted to remain erected on each lot burdened other than with terracotta, cement tiled or colour bond roofs.

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED AND OR 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

Plan: DP1161356

Subdivision of Lot 1 and Easements within Lots 2 & 4 in Deposited Plan No. 1159637 covered by Subdivision Certificate No.

2.4 No burdened lot may be re-subdivided for the purpose of erecting another or more dwellings or creating a second or multiple parcels of land.

2.5 No more than one main dwelling shall be permitted on each lot burdened.

2.6 No buildings to be constructed consisting of dual occupancies, duplex, townhouse or villa.

2.7 No main building shall be erected or be permitted to remain erected on each lot burdened, having a total floor area of less than 120 square metres exclusive of car accommodation, external landings and patios.

2.8 No fence shall be erected or be permitted to remain erected on the front street alignment of each lot burdened nor between the front street alignment and the building line as fixed by the relevant consent authority provided that in the case of a corner lot this restriction shall only apply to one street frontage.

2.9 No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Mirvac Homes (NSW) Pty Limited without the consent of Mirvac Homes (NSW) Pty Limited but such consent shall not be withheld if such fence is erected without expense to Mirvac Homes (NSW) Pty Limited provided that this restriction shall remain in force only during such time as Mirvac Homes (NSW) Pty Limited is the registered proprietor of any land in the plan or any land immediately adjoining the land in the plan whichever is the later.

2.10 No fence constructed of unauthorised materials shall be erected on each lot burdened. As to what constitutes unauthorised materials shall be determined by Mirvac Homes (NSW) Pty Limited and its decision shall be final and binding on the registered proprietor of each lot burdened. For the purpose of the provisions, a lapped and capped and stained timber fence or a lapped and capped treated pine fence or a brick and masonry fence shall not be deemed to be a fence constructed of unauthorised materials.

2.11 No retaining wall shall be erected or permitted to remain erected to a street frontage unless constructed of masonry, bush rock or sandstone and excluding natural coloured concrete blocks and any such retaining wall exceeding 750 mm in height must be terraced.

2.12 In this restriction on the use of land:

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED AND OR 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

Plan: DP1161356

Subdivision of Lot 1 and Easements within Lots 2 & 4 in Deposited Plan No. 1159637 covered by Subdivision Certificate No.

(a) "Mirvac Homes (NSW) Pty Limited" means Mirvac Homes (NSW) Pty Limited ACN 006922998 and its successors nominees or assigns other than purchasers on sale;

(b) "Plan" means plan of subdivision to which this instrument relates and upon registration of which these restrictions are created; and

(c) the person having the right to release, vary or modify these restrictions is Mirvac Homes (NSW) Pty Limited for such period as it is the registered proprietor of any land in the plan.

3. Terms of Positive Covenant fifthly referred to in the abovementioned plan

The proprietor of the lot burdened shall carry out bushfire fuel management in accordance with the bushfire controls prescribed by the Bushfire Management Plan and in accordance with the requirements of the Rural Fire Service.

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

Ausgrid

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

Mirvac Homes (NSW) Pty Ltd

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

Maitland City Council

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

Maitland City Council

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED AND OR 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

Plan: DP1161356

Subdivision of Lot 1 and Easements within Lots 2 & 4 in Deposited Plan No. 1159637 covered by Subdivision Certificate No.

Signed on behalf of
Mirvac Homes (NSW) Pty Limited
ACN 0069 22998

Authorised Person

Toben Michael James Long

GARY WOOD

Witness

Matthew Scard
UNIT 73/3 DEFRIEF AVE.
ZETLAND 2017

SIGNED for and on behalf of)
AUSGRID ABN 67 505 337 385 by)
Katherine ~~Kathryn~~ Margaret Gunton its attorney)
under a Power of Attorney Registered No.)
4528 Book 401 and the Attorney declares)
that the Attorney has not received notice)
of the revocation of such Power of)
Attorney in the presence of:)

Signature of Witness

Signature of Attorney

BRIDGET ANNE THOMSON
Print name of Witness

Authorised Person of Maitland City Council

REGISTERED 24.05.2011

Req:R115782 /Doc:DP 1170757 B /Rev:17-May-2012 /NSW LRS /Pgs:ALL /Prt:12-Nov-2026 10:53 /Seq:1 of 5
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ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED AND OR 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

Plan: DP1170757

Subdivision of Lot 1 in Deposited Plan No. 1165435 covered by Subdivision Certificate No.

Full name and address of the Proprietor of the land

Mirvac Homes (NSW) Pty Ltd
Level 26, 60 Margaret Street
Sydney NSW 2000

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	551	550
		552	550 & 551
		553	550 to 552
		554	550 to 553 inclusive, 555 to 557 inclusive & Lot 2 D.P.1165435
		555	556,557 & Lot 2 D.P. 1165435
		556	557 & Lot 2 D.P. 1165435
		557	Lot 2 D.P. 1165435

	Identity of restriction secondly referred to in the abovementioned plan	Lots of Authority Burdened:	Lots of Authority Benefited:
2	Restriction on the Use of Land	Each Lot	Every other lot

PART 1A

	Identity of easement partly released firstly referred to in the abovementioned plan	Lots or Authority Burdened:	Lots or Authority Benefited:
1	Easement to Drain Water 2.5 wide (DP 1138982) (Partial Release)	Lots 1220 to 1227 inclusive DP 1138982 and Lots 128 to 130 inclusive DP 1112081	Lot 1 DP 1165435

	Identity of easement partly released secondly referred to in the abovementioned plan	Lots or Authority Burdened:	Lots or Authority Benefited:
2	Easement to Drain Water 1.5 wide (DP 1161359) (Partial Release)	Lots 570 to 576 inclusive DP 1161359	Lot 1 DP 1165435

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED AND OR 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

Plan: DP1170757

Subdivision of Lot 1 in Deposited Plan No. 1165435 covered by Subdivision Certificate No.

	Identity of easement partly released thirdly referred to in the abovementioned plan	Lots or Authority Burdened:	Lots or Authority Benefitted:
3	Easement to Drain Water 1.5 wide (DP 1112081) (Partial Release)	Lots 101 & 102 DP 1112081	Lot 1 DP 1165435

PART 2

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

1.1 No building or buildings shall be erected or be permitted to remain erected on each lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibre cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 70% of the total area of the external walls. Timber and/or fibre cement shall not be used in external walls except in conjunction with all or any of the above materials and the proportion shall not exceed 30% of the total area of the external walls.

1.2 Each building erected on a burdened lot shall not be used or be permitted to be used other than for residential purposes.

1.3 No building or buildings shall be erected or permitted to remain erected on each lot burdened other than with terracotta, cement tiled or colour bond roofs.

1.4 No burdened lot may be re-subdivided for the purpose of erecting another or more dwellings or creating a second or multiple parcels of land.

1.5 No more than one main dwelling shall be permitted on each lot burdened.

1.6 No buildings to be constructed consisting of dual occupancies, duplex, townhouse or villa.

1.7 No main building shall be erected or be permitted to remain erected on each lot burdened, having a total floor area of less than 120 square metres exclusive of car accommodation, external landings and patios.

1.8 No fence shall be erected or be permitted to remain erected on the front street alignment of each lot burdened nor between the front street alignment and the building line as fixed

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED AND OR 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

Plan: DP1170757 **Subdivision of Lot 1 in Deposited Plan No. 1165435 covered by Subdivision Certificate No.**

by the relevant consent authority provided that in the case of a corner lot this restriction shall only apply to one street frontage.

1.9 No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Mirvac Homes (NSW) Pty Limited without the consent of Mirvac Homes (NSW) Pty Limited but such consent shall not be withheld if such fence is erected without expense to Mirvac Homes (NSW) Pty Limited provided that this restriction shall remain in force only during such time as Mirvac Homes (NSW) Pty Limited is the registered proprietor of any land in the plan or any land immediately adjoining the land in the plan whichever is the later.

1.10 No fence constructed of unauthorised materials shall be erected on each lot burdened. As to what constitutes unauthorised materials shall be determined by Mirvac Homes (NSW) Pty Limited and its decision shall be final and binding on the registered proprietor of each lot burdened. For the purpose of the provisions, a lapped and capped and stained timber fence or a lapped and capped treated pine fence or a brick and masonry fence shall not be deemed to be a fence constructed of unauthorised materials.

1.11 No retaining wall shall be erected or permitted to remain erected to a street frontage unless constructed of masonry, bush rock or sandstone and excluding natural coloured concrete blocks and any such retaining wall exceeding 750 mm in height must be terraced.

1.12 In this restriction on the use of land:

(a) "Mirvac Homes (NSW) Pty Limited" means Mirvac Homes (NSW) Pty Limited ACN 006922998 and its successors nominees or assigns other than purchasers on sale;

(b) "Plan" means plan of subdivision to which this instrument relates and upon registration of which these restrictions are created; and

(c) the person having the right to release, vary or modify these restrictions is Mirvac Homes (NSW) Pty Limited for such period as it is the registered proprietor of any land in the plan.

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED AND OR 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

Plan: DP1170757

Subdivision of Lot 1 in Deposited Plan No. 1165435 covered by Subdivision Certificate No.

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENT FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN FOR SUCH PERIOD AS MIRVAC HOMES (NSW) PTY LIMITED IS NO LONGER THE REGISTERED PROPRIETOR OF ANY LAND IN THE PLAN.

Maitland City Council

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

Mirvac Homes (NSW) Pty Ltd

David Walter Bourke

Toben Michael James Long

Signed by.....

as attorney(s) under registered Power of Attorney Book 4578 No. 295 for **Mirvac Homes (NSW) Pty Limited** ACN 006 922 998 in the presence of:

.....
Attorney

.....
Attorney

.....
Witness

MATTHEW SCARD
Name of Witness

LEVEL 26
60 MARGARET ST, SYDNEY NSW 2000
Address of Witness

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED AND OR 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

Plan: DP1170757

Subdivision of Lot 1 in Deposited Plan No. 1165435 covered by Subdivision Certificate No.

.....
Authorised Person of Maitland City Council

REGISTERED  17.5.2012

maitland
city council

Certificate No.: PC/2026/4095
Certificate Date: 13/11/2026
Fee Paid: $74.00
Receipt No.: 2693115
Your Reference:

SECTION 10.7 PLANNING CERTIFICATE
Environmental Planning and Assessment Act, 1979 as amended

APPLICANT:	Blue Wren Conveyancing
PROPERTY DESCRIPTION:	38 Horizon Street GILLIESTON HEIGHTS NSW 2321
PARCEL NUMBER:	49365
LEGAL DESCRIPTION:	Lot 552 DP 1170757

IMPORTANT: Please read this Certificate carefully.

The information provided in this Certificate relates only to the land described above. If you need information about an adjoining property or nearby land, a separate certificate will be required.

All information provided is correct as at the date of issue of this Certificate. However, it is possible for changes to occur at any time after the issue of this Certificate.

For more information on the Planning Certificate please contact our Customer Experience team on 4934 9700.

SECTION 10.7(2)

The following matters relate to the land, as required by section 10.7(2) of the *Environmental Planning and Assessment Act (1979)* ("the Act") and clause 284 and Schedule 2 of the *Environment Planning and Assessment Regulation 2021.*

ITEM 1 - Names of relevant planning instruments and development control plans

The following environmental planning instruments and development control plans apply to the carrying out of development on the land:

State Environmental Planning Policies

The Minister for Planning has notified that the following State Environmental Planning Policies (SEPPs) shall be specified on Certificates under Section 10.7 of the Environmental Planning and Assessment Act, 1979.

The land is affected by the following State Environmental Planning Policies:

- SEPP (Biodiversity and Conservation) 2021
- SEPP (Industry and Employment) 2021
- SEPP (Primary Production) 2021
- SEPP (Planning Systems) 2021
- SEPP (Housing) 2021
- SEPP (Sustainable Buildings) 2022
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Resources and Energy) 2021
- SEPP (Transport and Infrastructure) 2021
- SEPP (Resilience and Hazards) 2021

Local Environmental Plan (LEP)

Maitland LEP 2011, published 16 December 2011, applies to the land.

Development Control Plan prepared by Council

Maitland Development Control Plan 2026 applies to the land.

Draft Environmental Planning Instruments and Draft Development Control Plans

The following proposed environmental planning instruments and draft development control plans are or have been the subject of community consultation or on public exhibition under the Environmental Planning and Assessment Act 1979, apply to the carrying out of development on the land:

Planning Proposal for a Local Environmental Plan

No draft local Environmental Plans that have been on public exhibition under the Act are applicable to the land.

Detailed information on draft environmental planning instruments is available at the NSW Department of Planning and Environment Current LEP Proposals website; or Maitland City Council's website.

Draft Development Control Plans

No draft Development Control Plans apply to the land.

Draft State Environmental Planning Policies

No draft State Environmental Planning Policy(s) applying to the land is, or has been publicised the subject of community consultation or on public exhibition under the Act.

ITEM 2 – Zoning and land use under relevant planning instruments

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a State Environmental Planning Policy or proposed State Environmental Planning Policies)

Zone and Land Use Table from Local Environmental Plan

R1 General Residential

1 Objectives of zone

- To provide for the housing needs of the community
- To provide for a variety of housing types and densities
- To enable other land uses that provide facilities or services to meet the day to day needs of residents

2 Permitted without Consent

Home occupations

3 Permitted with Consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Group homes; Home-based child care; Home industries; Hostels; Hotel or motel accommodation; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Serviced apartments; Shop top housing; Tank-based aquaculture; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Extractive industries; Farm buildings; Forestry; Freight

transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies.

Detailed information on the land zone mapping is available at the NSW Department of Planning and Environment ePlanning Spatial Viewer website; or Maitland City Council's website.

Note: Detailed information on the local environmental plan is available at NSW Legislation – In force legislation.

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.

For the land zoned R1 General Residential the Maitland LEP 2011 does not contain a development standard specifying the land dimensions required to permit the erection of a dwelling house on the land.

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

The land IS NOT identified in an area of outstanding biodiversity value under the Biodiversity Conservation Act.

Is the land within a conservation area, however described?

The land IS NOT in a Heritage Conservation Area.

Is there an item of environmental heritage in a local environmental plan?

The land does NOT contain an item of Environmental Heritage.

Note: An item of environmental heritage, namely Aboriginal heritage, listed on the Aboriginal Heritage Information Management System (AHIMS), may be situated on the land. Contact the Department of Climate Change, Energy, the Environment and Water, Environment and Heritage Division for further information.

ITEM 3 – Contribution plans

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

- S7.12 City Wide Plan
- 2016 City Wide Development Contributions Plan
- 2006 City Wide Development Contributions Plan

If the land is in a special contributions area under the Act, Division 7.1, the name of the area.

The land IS NOT in a special contributions area.

Note: In addition to the above developer contribution plans, Development Servicing Plans for water and sewer connection may be applicable, attracting additional contributions for the development, particularly where development will connect to water and/or sewer services.

ITEM 4 – Complying Development

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.

Complying development under the **Housing Code** may be carried out on the land.

Complying development under the **Low Rise Housing Code** may be carried out on the land. Complying development under the **Greenfield Housing Code** may be carried out on the land, but only if the land is identified on the *Greenfield Housing Code Area Map* issued by the NSW Department of Planning and Environment.

Complying development under the **Rural Housing Code** may not be carried out on the land as it is not within an applicable zone.

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

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

Complying development under the **Commercial and Industrial Alterations Code** may be carried out on the land.

Complying development under the **Commercial and Industrial (New Buildings and Additions) Code** may not be carried out on the land as it is not within an applicable zone.

Complying development under the **Subdivisions Code** may be carried out on the land.

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

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

Complying development under the **Container Recycling Facilities Code** may not be carried out on the land.
Note: Despite the above provisions, if only part of a lot is subject to an exclusion or exemption under Clause 1.17A or Clause 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) Amendment (Commercial and Industrial Development and Other Matters) 2013*, complying development may be carried out on that part of the lot that is not affected by the exclusion or exemption.
The complying development may not be carried out on the land because of the following provisions of Clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the Policy.

The provisions of Clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 are not identified on the land. Complying development may be undertaken in accordance with the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 as amended.

Note: This information needs to be read in conjunction with the whole of the State Environment Planning Policy. If an identification, restriction or characteristic of land referred to above is not located on or does not comprise, the whole of the relevant land, complying development may be carried out on any part of the land not so identified, restricted or characterised.

Note: Information regarding whether the property is affected by flood related development controls or is bushfire prone land is identified in other sections of this certificate. If your property is identified as being impacted by bushfire or flooding, a specific technical assessment of these issues will be required as part of any Complying Development Certificate application under the State Environment Planning Policy, or a development application for any other type of development requiring consent from Council.

Note: Despite any references above advising that Complying Development may be undertaken on the land, certain Complying Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environment Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environment Planning Policy in detail to ensure that specific types of complying development may be undertaken on the land.

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

If the complying 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 Maitland Local Government Area.

For further information on complying development, please refer to the Department of Planning, Housing and Infrastructure.

ITEM 5 – Exempt Development

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

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.

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.***

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

Council does not have sufficient information to determine the extent to which exempt development may or may not be carried out.

ITEM 6 – Affected building notices and building product rectification orders

Whether the council is aware that –

The Council IS NOT aware of any affected building notice which is in force in respect of the land.

The Council is NOT aware of any building product rectification order which is in force in respect of the land and that has not been fully complied with.

The Council IS NOT aware of any notice of intention to make a building product rectification order being given in respect of the land and that is outstanding.

ITEM 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 environmental planning instrument, deemed environmental planning instrument

or draft environmental planning instrument applying to the land provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

ITEM 8 – Road widening and road realignment

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

a) The land is NOT affected by road widening under Division 2 of Part 3 of the Roads Act 1993.

b) The land is NOT affected by road widening under any environmental planning instrument

c) The land is NOT affected by any road-widening or realignment under any resolution of the Council

d) The land is NOT affected by road-widening or realignment under a resolution of the Council

Note: This item relates to Council's road proposals only. Other authorities, including Transport for NSW may have road widening proposals.

ITEM 9 – Flood related development controls

The land or part of the land IS NOT within the flood planning area and subject to flood related development controls.

The land or part of the land IS NOT between the flood planning area and the probable maximum flood and subject to flood related development controls.

The Maitland DCP 2011 identifies the flood planning level (FPL) as the level of a 1:100 ARI flood event plus 0.5m freeboard. The Maitland LEP 2011 does not provide a FPL measure. The probable maximum flood has the same meaning as the Flood Risk Management Manual.

Note in this section – ***flood planning area*** has the same meaning as in the Floodplain Development 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 Flood Risk Management Manual.

Note: The information provided in item 9 is based on the data and information presently available to the Council and on development controls in force as at the date of this certificate. The identification of land as not being subject to flood related development controls does not mean that the land is not, or may not be, subject to flooding or that the land will not in the future be subject to flood related development controls, as additional data and information regarding the land become available.

ITEM 10 – Council and other public authority policies on hazard risk restrictions

Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft

noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

All land within the Maitland Local Government Area has the potential to contain acid sulfate soils. Clause 7.1 of the Maitland Local Environmental Plan 2011 generally applies. Development consent is required where works described in the Table to this clause are proposed on land shown on the Maitland LEP 2011 Acid Sulfate Soils Map as being of the class specified for those works.

The Council has adopted by resolution a policy on contaminated land which may restrict the development of the land to which this certificate relates. This policy is implemented when zoning or land use changes are proposed on lands which:

- are considered to be contaminated; or
- which have previously been used for certain purposes; or
- which have previously been used for certain purposes but Council's records do not have sufficient information about previous use of the land to determine whether the land is contaminated; or
- have been remediated for a specific use.

Consideration of Council's adopted policy and the application of provisions under relevant State legislation is warranted.

Note 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 council.

ITEM – 11 Bush fire prone land

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.

The land is NOT identified as being bushfire prone land.

Note – In accordance with the *Environmental Planning and Assessment Act 1979,* bush fire prone land, in relation to area, means land recorded for the time being as bush fire prone on a bush fire prone land map for the area. This mapping is subject to periodic review.

Note – The identification of land as not being bushfire prone does not mean that the land is not, or may not be affected by bushfire or that the land will not in the future be subject to bushfire related development controls, as additional data and information regarding the land become available.

ITEM – 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.

There are no premises on the subject land listed on the register.

ITEM – 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.

The land has NOT been proclaimed to be within a Mine Subsidence District under the meaning of section 20 of the Coal Mine Subsidence Compensation Act 2017.

ITEM – 14 Paper subdivision information

There is no development plan that applies to the:

1) Land or that is proposed to be subject to a consent ballot
2) There is no subdivision order that applies to the land.

ITEM – 15 Property vegetation plans

If the 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 Council has not received any notification from Hunter Local Land Services that this land is affected by a property vegetation plan under Part 4 of the Native Vegetation Act 2003 (and that continues in force).

ITEM – 16 Biodiversity stewardship sites

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

The Council is not aware if the land is a biodiversity stewardship site under a biodiversity stewardship agreement under part 5 of the *Biodiversity Conservation Act 2016.*

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.

ITEM 17 – Biodiversity certified land

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

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

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.

ITEM 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 or the order.

Council has NOT received notification from the Land and Environment Court of NSW that the land is affected by an Order under Trees – (Disputes Between Neighbours) Act 2006.

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

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

The owner (or any previous owner) of the land has NOT consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note - 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

ITEM 20 – Western Sydney Aerotropolis

The State Environmental Planning Policy (Precincts – Western Parkland City) 2021 does not apply to land within the Maitland City Council local government area.

ITEM 21 – Development consent conditions for seniors housing

If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, 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).

Clause 88(2) of the *State Environmental Planning Policy (Housing) 2021* restricts occupation of development approved for seniors housing to:

a) Seniors or people who have a disability
b) People who live in the same household with seniors or people who have a disability,
c) Staff employed to assist in the administration and provision of services to housing provided under this Part.

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

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.

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, section 21(1) or 40(1).

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

Note - No Seniors Housing development consent conditions apply to this land.

Note - In this section – Former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

Council is unaware if a Site Compatibility Certificate (Affordable Rental Housing) has been issued in accordance with State Environmental Planning Policy (Affordable Rental Housing) 2009.

ITEM 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.

Council does not hold any records as to whether water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006.

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 licenses 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.

ITEM 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.

The land is NOT identified in a special entertainment precinct.

ITEM 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.

The land is NOT in a future infrastructure corridor identified as "Interim Use" on the *Interim Uses Map*.

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

Contaminated Land

a) The land to which this certificate relates is NOT significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.

b) The land to which this certificate relates is NOT subject to a management order within the meaning of the Contaminated Land Management Act 1997.

c) The land to which this certificate relates is NOT the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.

d) The land to which this certificate relates is NOT the subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.

e) Council has NOT been provided with a site audit statement, within the meaning of the Contaminated Land Management Act 1997, for the land to which this Certificate relates.

Jeff Smith
General Manager

HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SEWER LOCATION DIAGRAM

Enquiries: 1300 657 657

APPLICANT'S DETAILS

N
W E
S

InfoTrack

38 HORIZON

GILLIESTON HEIGHTS NSW

APPLICATION NO.: *3004491*

APPLICANT REF: *M 260681*

RATEABLE PREMISE NO.: *6657534661*

PROPERTY ADDRESS: *38 HORIZON ST GILLIESTON HEIGHTS 2321*

LOT/SECTION/DP:SP: *552//DP1170757*



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

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

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

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

Date: 12/11/2026

Scale at A4: 1:500

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CONTOUR DATA © AAM
© NSW DPIE

SEWER/WATER/RECYCLED WATER UTILITY DATA
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