

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	First National Real Estate Engage Eastlakes 3/603 Pacific Highway, Belmont, NSW 2280	Phone: (02) 4947 7877
co-agent		
vendor		
vendor's solicitor	AMC Lawyers 18 Queen St, Waratah West NSW 2298	Phone: 02 4960 9411 Email: amc@amclawyers.com.au Fax: 02 4967 6101 Ref: CO:25154
date for completion land (address, plan details and title reference)	See special condition 39 11/12 Sherwood Street, Wallsend 2287 Registered Plan: Lot 11 Plan DP 286087 Folio Identifier: 11/286087	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: Remotes for Garage door, spare roof, floor and wall tiles
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	_____ (10% of the price, unless otherwise stated)
balance	
contract date	(if not stated, the date this contract was made)

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

GST AMOUNT (optional) The price includes GST of: \$
 buyer's agent

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

SIGNING PAGE

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

Choices

Vendor agrees to accept a **deposit-bond**☐ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)**Manual transaction** (clause 30)☐ NO ☐ yes

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

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable☐ NO ☐ yes**GST:** Taxable supply☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

Purchaser must make an **GSTRW payment**
(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):

List of Documents

General	Strata or community title (clause 23 of the contract)
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate 	<ul style="list-style-type: none"> <input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract
Home Building Act 1989	
<ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover 	
Swimming Pools Act 1992	
<ul style="list-style-type: none"> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance 	Other <input type="checkbox"/> 60

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

Lake Group Strata, 34 Smith St Charlestown Ph 4942 3305 info@lakegroupstrat.com11

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

UNIT 11, 12 SHERWOOD ST WALLSEND NSW 2281

Additional Provisions in Contract for Sale of Land

32. Real Estate Agent

32.1 The purchaser warrants that they the purchaser was not introduced to the vendor or to the property by a real estate agent or any other person who may be entitled to claim commission from the vendor in respect of this transaction, other than the vendor's agent (if any) specified in this contract.

32.2 The purchaser indemnifies the vendor on a full indemnity basis against any loss (including consequential loss) incurred by the vendor arising out of or as a consequence of a breach of the warranty in this special condition including all costs and expenses of and incidental to defending any claim for commission.

32.3 This clause shall not merge on completion.

33. Late Completion

33.1 If the purchaser completes this contract but does not do so on or before the completion date, then on completion:

33.1.1 the purchaser must pay the vendor interest on the balance of the price from, but excluding the completion date, to and including the date of actual completion at the rate of 10% per annum; and

33.1.2 despite clause 1, adjustments are to be made at the earliest of the date possession is given to the purchaser and the date of actual completion.

33.2 Payment of interest in accordance with this clause is an essential term of this contract.

33.3 The purchaser need not pay interest under this clause for any period that the purchaser's failure to complete is caused solely by the vendor.

33.4 If the purchaser requests an amendment to the completion date the purchaser will allow a vendor allowance of \$330.00 (inc GST) to the vendor on settlement for the vendors additional legal fees.

34. Time under notice

The parties agree that 14 days shall be reasonable notice for the purpose of any notice served by any party, including a notice to complete making time of the essence.

35. Present condition

The purchaser acknowledges he is purchasing the property in its present condition and state of repair and enters into this agreement consequent upon his own inspection of the property, improvements and inclusions and subject to any infestation and dilapidation and that the vendor has not nor has anyone on the vendor's behalf made any representation with respect to the condition of the property and the purchaser shall make no objection or requisition or claim for compensation in respect of same.

36. Director's Guarantee

If the purchaser is or includes a company, the purchaser will forthwith after execution, but before exchange of this Contract, procure the extension by each of the Directors of the Company, a guarantee to be submitted by the Purchaser to the Vendor.

37. Requisition of Title

The purchaser agrees that they will only be entitled to raise Requisitions on Title in the form annexed to this contract. The vendor will supply answers only based on those Requisitions on Title attached hereto. These Requisitions are deemed to be served as at the date of this contract.

In the event that the contract omits to include a form of Requisitions, the vendor confirms that it will respond to the latest Law Society of NSW forms of Requisitions applicable to the type of property.

38. Payment by deposit by instalment

The parties acknowledge that the full Deposit payable under this Contract is 10% of the Price. If the vendor agrees to accept part payment of the Deposit being an amount less than 10% of the Price on the making of this contract, and the vendor becomes entitled to forfeit the Deposit, the purchaser will immediately upon demand pay to the vendor the difference between 10% of the price and the amount of the deposit actually paid by the purchaser.

39. Executor

The Vendor is the executor of the estate of the late registered proprietor. Completion hereof shall take place on the later of 35 days from the date hereof or 21 days after written notice to the Purchaser the Vendor is registered as proprietor. In the event that the Vendor has not

become the registered proprietor of the property within 7 months of the date hereof, then either party may rescind this Contract whereby the provisions of clause 19 hereof shall apply.

40. Goods & Services Tax

40.1. Despite any other provisions of this contract if any goods and services tax is payable to the vendor in respect of the sale of the property to the purchaser then the purchase price will be increased by an amount equal to the GST payable by the vendor on that increased purchase price.

40.2. If for any reason this sale is deemed to be a taxable supply and GST is payable in respect of the supply:-

40.2.1. the Purchaser must pay to the vendor on demand the amount of any GST payable but the vendor in respect of the supply; and

40.2.2. the purchaser indemnifies the vendor against the GST payable and any loss or expense incurred by the vendor in respect of that GST including any penalties and legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is the higher.

41. Adjustments

The parties agree to adjust all usual outgoings and all amounts under the Contract on settlement, however, if any amount is incorrectly calculated, overlooked or an error is made in such calculations the parties agree to correct such error to reimburse each other accordingly after settlement. This clause shall not merge on completion.

42. Foreign Purchaser

The purchaser warrants:

42.1 That the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or

42.2 That the purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser.

42.3 In the event of any breach of the said warranty the purchaser hereby indemnifies the vendor from and against any loss, damage, fine expense, penalty or cost to which the vendor may suffer or incur as a result of such breach of warranty.

43. Electronic Signature

- 43.1 The parties agree to accept, for the purposes of exchange of contract, signatures by either the vendor or purchaser which as facsimile, photocopy of any other form of electronic signatures and to comply with clauses 43.2, 43.3 and 43.4 herein.
- 43.2 The parties agree to provide the other parties within 10 business days after this contract, a cover page of the contract bearing the original signature/s.
- 43.3 The parties agree that the cover page of the contract bearing the original signature/s is to be dated the same date as this contract.
- 43.4 The parties agree that they shall not make a requisition, objection, claim or delay completion date due to the manner of execution of this contract as at the exchange date.

44. Extension to Cooling Off Period and/or Finance Clause

If a cooling off period or finance clause applies to this Contract, then on each occasion that the purchaser requests and extension thereof irrespective of whether the request is granted by the vendor the purchaser must on completion pay a further sum of \$165 inclusive of GST for the vendors additional legal costs associated with the purchasers request. This fee is agreed by the parties to be a genuine and reasonable pre-estimate of the Vendor's actual costs. The payment of this fee is an essential term of the completion of this Contract.

45. Information Certificate

- 45.1 If the property requires an information certificate, the vendor is not required to obtain a section 184 Strata Scheme Management Act certificate or the section 26 Community Land Management Act certificate.
- 45.2 The vendor relies on Clauses 23.15 and 23.16 and confirms the purchaser is to apply at their own expense for the certificate and serve same on the vendors legal representative with the proposed Settlement Adjustment Sheet.

RESIDENTIAL PROPERTY STRATA REQUISITIONS ON TITLE

Vendor: [REDACTED]
Purchaser:
Property: 11/12 Sherwood Street, Wallsend 2287
Dated:

Possession & Tenancies

1. The Vendor must comply on completion with Clauses 15, 16.1, 16.3, 16.5, 16.12 and 17.1.
2. The Vendor must comply before completion with any work order in accordance with Clauses 11.1 and 14.8.
3. The Vendor must comply with Clauses 23.11, 23.13 and 18.1.
4. Is there any pending litigation against the Vendor and/or in respect of the land or common property or lot? If so, please give full details.
5. Has the Vendor been served with any notice order or claim arising from any of the following statutes:-
 - (a) Family Provision Act 1982 (NSW Statute)?
 - (b) Property (Relationship) Act 1984 (NSW Statute)?
 - (c) Family Law Act 1975 (Commonwealth Statute)?If so, please advise full details.
6. If the Vendor has any liability in respect of fixtures and/or inclusions within the lot under any credit contract, hire purchase agreement, security instrument in goods, leasing agreement, lien, charge or otherwise encumbered, the Vendor must satisfy any such liability on or before completion.
7. The Vendor must ensure all mortgages, writs and caveats are removed from the subject title prior to completion or in the alternative the appropriate registerable forms to remove them, properly executed, must be tendered at completion.
8. If the Vendor is a company, are any of its officers aware of:-
 - (a) a resolution having been passed to wind up the company?
 - (b) a summons having been filed to wind up the company?
 - (c) the appointment of a receiver over the company's assets and property?
 - (d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company?
 - (e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001?
 - (f) the appointment of a voluntary administrator under Part 23A of the Corporations Act 2001?
9. If the sale of the property is subject to an existing tenancy:-
 - (a) (If not already supplied) The Vendor should provide the purchaser with a copy of the lease and advise the current rent and advise the current rent and outgoings and the date to which they have been paid.
 - (b) Has there been any breach of the lease in which case such breach must be remedied before completion.
 - (c) Rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2.
 - (d) The lease (stamped) and, if necessary, registered should be handed over to the Purchaser on completion.
 - (e) (If applicable) The Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from completion.

- (f) The Vendor must comply with Clauses 24.3.2, 24.4.1, 24.4.3 and 24.4.4 on or before completion.
10. If the lot is sold "off-the-plan":-
- (a) The Vendor must provide the Purchaser before completion with:-
 - (i) an Occupation Certificate (or a copy) issued as required by Section 109M(1) of the Environmental Planning and Assessment Act 1979.
 - (ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion.
 - (iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979.
 - (iv) Evidence that a final Fire Safety Certificate has been issued for the building.
 - (b) Has the Vendor complied fully with the local Council's conditions of Development Consent in respect of the Strata Scheme Subdivision which created the lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified.
 - (c) Has the Builder complied with the sound insulation provisions contained in the Building Code of Australia which came into effect on 1 May 2004?
 - (d) Has the owners corporation complied with its obligations relating to its sinking fund which were imposed on it by the Amending Act?
 - (e) The Vendor must comply with Clause 28 before completion.
11. If the Vendor is an executor and/or trustee:-
- (a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustee's receipt.
 - (b) Alternatively, do you require payment of the amount payable to the Vendor to be made into an Estate bank account?
 - (c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please produce your written authority before settlement.
 - (d) If applicable, Section 66B of the Conveyancing Act 1919 should be complied with.
12. If the transfer will be signed under Power of Attorney:-
- (a) Please produce before completion a copy of the Registered Power of Attorney, and
 - (b) Please provide written evidence of its non-revocation.
13. Is the parcel situated within an aircraft flight path? If so, on what basis and what curfew applies?
14. Rates, taxes and levies must be adjusted in accordance with Clauses 14, 23.3 - 23.7 inclusive and the Vendor must comply with Clause 16.6.
15. Is the lot or the building which contains the lot affected by the Rural Fires Act 1997? If so, is the land on which the building is erected a bushfire hazard or bushfire-prone land? If so, please give full details.
16. Is the land on which the building is erected affected by the Contaminated Land Management Act 1997? If so, have any notices or orders been served on the owners corporation and have they been complied with?
17. Are there any outstanding notices issued under:-
- (a) Section 121H of the Environmental Planning and Assessment Act 1979 and/or
 - (b) Section 735 of the Local Government Act 1993 in relation to the lot? If so, the Vendor should fully comply with any such notices before completion. If such notices were served on the owners corporation intend to so comply?

18. Is the Vendor aware of any notice or order having been served on the owners corporation by the local Council under Section 124 of the Local Government Act 1993, including a notice or order relating to fire safety? If so, does the Vendor know whether such notice or order has been fully complied with.
19.
 - (a) Has the owners corporation complied with the provisions of the Environmental Planning and Assessment Act 1979 and its 2000 Regulation relating to fire safety measures in the building? Is the assessment and certification of such essential fire safety measures carried out every 12 months as the Regulation requires, to the Vendor's knowledge?
 - (b) Does the owners corporation submit to the Local Council an annual fire safety statement and forward a copy to the NSW Fire Brigade, to the Vendor's knowledge? Can the Vendor provide documentary evidence of such compliance?
 - (c) Have any fire safety measures been installed in the lot, for example smoke detectors?
20. Has the owners corporation complied with its obligation under the Occupational Health and Safety Act 2000 and Regulations to the Vendors knowledge?
21. Are there any noise problems arising from occupation of the units comprised in the building? Have the proprietors complied with by-laws 1 and 14 of Schedule 1 to the Act? Is there any outstanding notice which relates to noise problems in the lot or in any adjoining lots?
22. Has the Vendor received any notice from the owners corporation under Section 45 of the Act? If so, please advise details of such notice which should be complied with before completion.
23. Has the owners corporation of the owner of any lot taken any action in relation to the common property under Section 65A of the amending Act? If so, please advise the details.
24. Has the owners corporation granted any licence under Section 65B of the amending Act. If so, please give details.
25. Does the Vendor know whether there is any outstanding notice which was issued to the owners corporation under Section 65C of the amending Act? If so, please advise details.
26. Have any orders been made by an Adjudicator under Division 11 of Chapter 5 of the Act, to the Vendor's knowledge? If so, please provide a copy of any such orders.
27. If a Swimming Pool is included in the parcel:-
 - (a) Was it a construction approved by the local Council? Please furnish a copy of such approval.
 - (b) Have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with?
28. Has the Vendor or any predecessor in title been bankrupt or are there any pending bankruptcy proceedings against the vendor?
29. Is the Vendor aware of any works having been done on the parcel to which the Building Services Corporation Act 1989 and/or the Home Building Act 1989 applies? If so, please provide evidence that such legislation has been complied with.
30. Is the Vendor under a legal obligation to contribute to works already carried out in relation to the lot and/or parcel?
 - (a) In the case of the lot, the Vendor should discharge such liability before completion or make an appropriate cash allowance on completion.
 - (b) In the case of the parcel, the Vendor must comply with Clauses 23.5, 23.6 and 23.7.
31. Does the Vendor know whether the provisions of the Local Government Act 1993, as the case maybe, its ordinances and regulations relating to strata scheme subdivisions, buildings, alterations and additions have been complied with in relation to the parcel and lot?
32. In relation to the by-laws has the Owners Corporation:-

- (a) Has the Owners Corporation resolved to make any changes to the statutory by-laws? If so, please advise details or provide a copy of any such changes.
 - (b) Has the Vendor as at date of the contract complied with all by-laws applicable to the strata scheme? If not, Vendor should do so before completion.
- 33. Is the "initial period" as defined in Part 1 of the Dictionary to the Act still in existence or has it expired? Has the Owners Corporation made a by-law under Section 56 of the Act? If so, please provide a copy.
- 34. Is the Vendor aware of any breach of Section 117 of the Act? If so, please give details and advise whether the Owners Corporation has resolved or is proposing to take any action in respect of such breach.
- 35. Is the Vendor aware of any outstanding notice issued by the Local Council or any statutory authority to the Owners Corporation which it has not complied with? If so, please advise details or provide a copy of any such notice.
- 36. What levies have been determined under Sections 76 and 78 of the Act? Please advise the date to which such levies have been paid.
- 37. (If not already provided to the Purchaser). Please provide a copy of the Minutes of the last:-
 - (a) Annual General Meeting of the Owners Corporation.
 - (b) (If applicable) Extraordinary General Meeting of the Owners Corporation.
 - (c) Meeting of the Executive Committee.
- 38. The Purchaser reserves his contractual rights given by Clause 23.9 to rescind the contract, if any condition referred to in this clause arises before completion.
- 39. The Vendor must provide at settlement a direction in accordance with Clause 20.5.



FOLIO: 11/286087

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
17/6/2025	11:07 AM	3	9/3/2017

LAND

LOT 11 IN NEIGHBOURHOOD PLAN DP286087
AT WALLSEND
LOCAL GOVERNMENT AREA NEWCASTLE
PARISH OF KAHIBAH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP286087

FIRST SCHEDULE



(ND AM219471)

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 INTERESTS RECORDED ON REGISTER FOLIO 1/286087
- 3 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT AND DEVELOPMENT
CONTRACT OF THE NEIGHBOURHOOD SCHEME FILED WITH THE
NEIGHBOURHOOD PLAN
- 4 THIS NEIGHBOURHOOD SCHEME DOES NOT FORM PART OF A COMMUNITY
SCHEME
- 5 C700752 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO
MINE
- 6 C700752 COVENANT
- 7 DP1065260 EASEMENT FOR DRAINAGE OF WATER 6.775 METRE(S) WIDE
AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1089609 RESTRICTION(S) ON THE USE OF LAND
- 9 DP286087 EASEMENT FOR OVERHANG 0.95 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED (DOC.1)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

25154...

PRINTED ON 17/6/2025



FOLIO: 1/286087

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
17/6/2025	11:57 AM	3	22/10/2012

LAND

THE NEIGHBOURHOOD PROPERTY WITHIN LOT 1 IN NEIGHBOURHOOD PLAN
DP286087

AT WALLSEND

LOCAL GOVERNMENT AREA NEWCASTLE

PARISH OF KAHIBAH COUNTY OF NORTHUMBERLAND

TITLE DIAGRAM DP286087

FIRST SCHEDULE

NEIGHBOURHOOD ASSOCIATION DP286087

ADDRESS FOR SERVICE OF DOCUMENTS:

SHERWOOD PARK ESTATE

12 SHERWOOD STREET

WALLSEND

NSW 2287

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT AND DEVELOPMENT
CONTRACT OF THE NEIGHBOURHOOD SCHEME FILED WITH THE
NEIGHBOURHOOD PLAN
 - AF750419 AMENDMENT TO MANAGEMENT STATEMENT. BY-LAWS 28 &
29 ADDED. SEE ANNEXURE "A" OF THE MANAGEMENT
STATEMENT.
 - AH262783 AMENDMENT TO MANAGEMENT STATEMENT. BY-LAW 20.3
ADDED. SEE ANNEXURE 'B' OF THE MANAGEMENT
STATEMENT.
- 3 THIS NEIGHBOURHOOD SCHEME DOES NOT FORM PART OF A COMMUNITY
SCHEME
- 4 C700752 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO
MINE
- 5 C700752 COVENANT
- 6 DP1065260 EASEMENT FOR DRAINAGE OF WATER 6.775 METRE(S) WIDE
AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1089609 EASEMENT FOR DRAINAGE OF WATER 8 METRE(S) WIDE AND
VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 8 DP1089609 RESTRICTION(S) ON THE USE OF LAND
- 9 DP286087 EASEMENT FOR OVERHANG 0.95 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

25154...

PRINTED ON 17/6/2025

FOLIO: 1/286087

PAGE 2

SECOND SCHEDULE (10 NOTIFICATIONS) (CONTINUED)

(DOC.1)
10 DP286087 POSITIVE COVENANT (DOC.1)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

25154...

PRINTED ON 17/6/2025

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

SIGNATURE AND SEALS ONLY.

Signed at Newcastle NSW the
21 day of MAY 2007,
For Commonwealth Bank of Australia
ACN 123 124 by its duly appointed
Attorney under Power of Attorney Book
4449 No 551

SIGNED IN MY PRESENCE BY

John Robert HARRIS
Peter McNamee

of the Commonwealth Bank of Australia,
he duly constituted Attorney of the said
bank, who is personally known to me,
Peter McNamee.



Donna Lloyd Elus
Director

Department of Lands Approval

I, (Authorised Officer)
hereby approve the plan and the
location of the proposed public reserve
shown hereon have been given.

Signature:

Date:

File Number:

Office:

Subdivision Certificate

I certify that the provisions of s.105A of the Environmental Planning
and Assessment Act 1979 have been satisfied in relation to the
proposed

Subdivision

Consent Authority

Date of Endorsement: 16/05/07

Accreditation no:

Subdivision Certificate no: 7432

File no: DA 04/06/11

These matters are acceptable

SUPERVISOR'S REFERENCE: 15/39

Plan Drawing only to appear in this space

SURVEYING REGULATION 2006 : CLAUSES 35(1)(d) & 61(2)					
MARK	EASTING	NORTHING	CLASS	ORDER	THE METHOD
PM 1001	375228.829	6357045.102	B	2	U
SPM 9766	375360.59	6357624.218	C	U	
SPM 9767	375360.767	6357626.201	C	C	
SM 12272	375259.16	6357051.28	D	D	
SM 12273	375259.30	6357051.28	D	D	
(COMBINED SCALE LEVEL AND STATE FACTOR : 0.999970 ZONE : 36					
SOURCE : PM 04-00-ORIGINATES ADJUSTED FROM SURCHS ON 23 OCTOBER 2006					

DP286087

Registered: **20.6.2007**

This is sheet 3 of my plan in 5 sheets
dated 20/06/2007

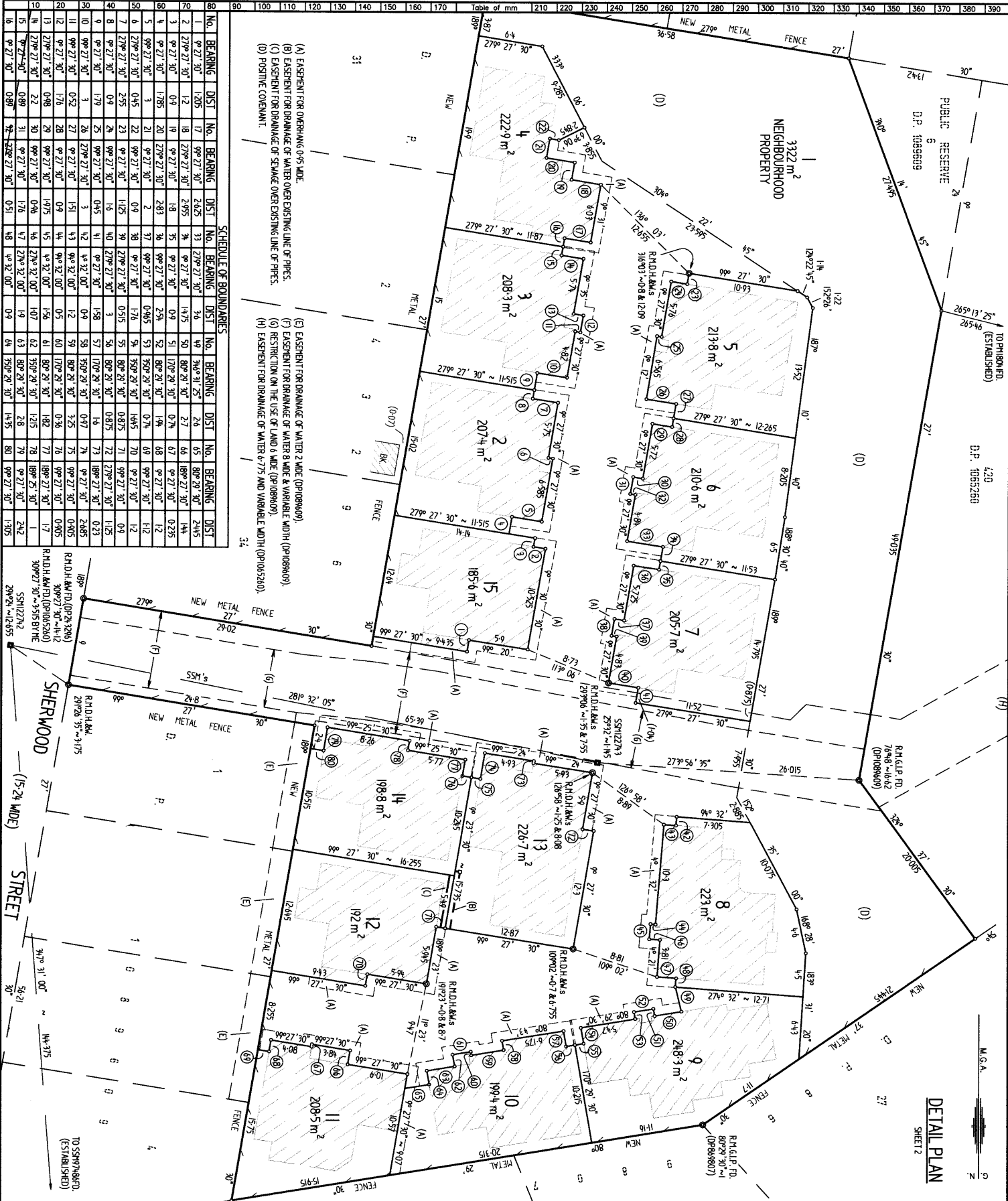
Survey registered under the Survey Act 2002

This is sheet 3 of the plan in 5 sheets
created by submission number: 7472

G. M. Jones
Authorised Person/Authorised Professional Engineer

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

DETAIL PLAN
SHEET 2



Plan Drawing only to appear in this space

Reduction Ratio: 1: 250
SURVEYOR'S REFERENCE: 1539

Registered.  Mc 20.6.2007

This is sheet 4 of my plan in 5 sheets dated 01/05/2007

Albino

Surveyor registered under the Surveying Act, 2002

This is sheet 4 of the plan in 5 sheets covered by subdivision certificate no. A112 of

G. Manfrotto

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

Reduction Ratio 1: 250

SURVEYOR'S REFERENCE: 14539

SCHEDULE OF BOUNDARIES											
NO.	BEARING	DIST	NO.	BEARING	DIST	NO.	BEARING	DIST	NO.	BEARING	DIST
1	S 89° 21' 30"	1205	16	N 72° 27' 30"	2625	31	N 22° 27' 30"	346	46	N 46° 11' 25"	26
2	S 89° 21' 30"	12	17	S 89° 21' 30"	2855	32	S 9° 21' 30"	2375	47	S 80° 29' 30"	27
3	S 89° 21' 30"	12	18	S 89° 21' 30"	1835	33	S 9° 21' 30"	2375	48	N 70° 29' 30"	07
4	S 92° 21' 30"	2625	19	S 92° 21' 30"	283	34	S 92° 21' 30"	0645	49	S 80° 29' 30"	14
5	S 92° 21' 30"	1765	20	S 89° 21' 30"	2	35	S 92° 21' 30"	176	50	S 50° 29' 30"	074
6	N 72° 27' 30"	045	21	N 72° 27' 30"	025	36	N 22° 27' 30"	0515	51	S 50° 29' 30"	12
7	S 92° 21' 30"	045	22	N 21° 27' 30"	1935	37	N 22° 27' 30"	3	52	S 80° 29' 30"	175
8	S 92° 21' 30"	2255	23	S 92° 21' 30"	16	38	S 9° 21' 30"	158	53	N 70° 29' 30"	16
9	S 89° 21' 30"	269	24	S 92° 21' 30"	045	39	S 42° 30"	02	54	S 50° 29' 30"	047
10	N 72° 27' 30"	3	25	N 72° 27' 30"	3	40	S 42° 30"	02	55	S 50° 29' 30"	345
11	S 92° 21' 30"	052	26	S 92° 21' 30"	245	41	S 42° 30"	05	56	N 70° 29' 30"	082
12	S 89° 21' 30"	176	27	S 92° 21' 30"	1835	42	S 42° 30"	156	57	S 80° 29' 30"	136
13	S 92° 21' 30"	068	28	S 92° 21' 30"	076	43	N 22° 32' 00"	197	58	S 50° 29' 30"	125
14	S 92° 21' 30"	22	29	S 92° 21' 30"	036	44	N 22° 32' 00"	197	59	S 80° 29' 30"	78
15	S 89° 21' 30"	176	30	N 72° 27' 30"	051	45	S 42° 30"	04	60	S 50° 29' 30"	1435
16	S 92° 21' 30"	1205	31	S 92° 21' 30"	145	46	S 92° 21' 30"	145	61	S 80° 29' 30"	2445
17	S 92° 21' 30"	12	32	S 92° 21' 30"	144	47	S 80° 29' 30"	144	62	S 89° 21' 30"	15
18	S 92° 21' 30"	12	33	S 92° 21' 30"	0235	48	S 92° 21' 30"	12	63	S 92° 21' 30"	12
19	S 92° 21' 30"	12	34	S 92° 21' 30"	112	49	S 92° 21' 30"	112	64	S 89° 21' 30"	112
20	S 92° 21' 30"	12	35	S 92° 21' 30"	1125	50	S 92° 21' 30"	1125	65	S 92° 21' 30"	1125
21	S 92° 21' 30"	12	36	S 92° 21' 30"	1125	51	S 92° 21' 30"	1125	66	S 92° 21' 30"	1125
22	S 92° 21' 30"	12	37	S 92° 21' 30"	1125	52	S 92° 21' 30"	1125	67	S 92° 21' 30"	1125
23	S 92° 21' 30"	12	38	S 92° 21' 30"	1125	53	S 92° 21' 30"	1125	68	S 92° 21' 30"	1125
24	S 92° 21' 30"	12	39	S 92° 21' 30"	1125	54	S 92° 21' 30"	1125	69	S 92° 21' 30"	1125
25	S 92° 21' 30"	12	40	S 92° 21' 30"	1125	55	S 92° 21' 30"	1125	70	S 92° 21' 30"	1125
26	S 92° 21' 30"	12	41	S 92° 21' 30"	1125	56	S 92° 21' 30"	1125	71	S 92° 21' 30"	1125
27	S 92° 21' 30"	12	42	S 92° 21' 30"	1125	57	S 92° 21' 30"	1125	72	S 92° 21' 30"	1125
28	S 92° 21' 30"	12	43	S 92° 21' 30"	1125	58	S 92° 21' 30"	1125	73	S 92° 21' 30"	1125
29	S 92° 21' 30"	12	44	S 92° 21' 30"	1125	59	S 92° 21' 30"	1125	74	S 92° 21' 30"	1125
30	S 92° 21' 30"	12	45	S 92° 21' 30"	1125	60	S 92° 21' 30"	1125	75	S 92° 21' 30"	1125

— Plan Drawing only to appear in this space

SHERWOOD

STREET

*OFFICE USE ONLY

DP286087

Registered:  MHC 20.6.2007

This is sheet 5 of my plan in 5 sheets
dated 01/05/2007



Surveyor registered under the Surveyors Act, 2002

This is sheet 5 of the plan in 5 sheets
covered by valuation certificate no. 7172



Authorised Person/Owner/Agent/Receiver/Grantor

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

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE NEIGHBOURHOOD SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME IN ACCORDANCE WITH THE PROVISIONS OF SECTION 30 OF THE COMMUNITY LAND DEVELOPMENT ACT 1989.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 5A, 5B ETC. AS THE CIRCUMSTANCES REQUIRE.

I, ALAN WILLIAM CAVANAGH
OF ASHMORE, MARLBOROUGH P.A.,
72 BELFORD ST., BROOKHOLM,
BEING A SURVEYOR REGISTERED UNDER
THE SURVEYING ACT 2002, CERTIFY
THAT NO VALUATION WAS MADE AND
THAT THE UNIT ENTITLEMENTS ARE
BASED UPON THE ESTIMATION OF THE
RELATIVE VALUES OF THE LOTS.

SIGNATURE 
DATE 01/05/2007

Reduction Ratio 1:

SURVEYOR'S REFERENCE: H539

SCHEDULE OF UNIT ENTITLEMENTS		
LOT	UNIT ENTITLEMENT	SUBDIVISION
NEIGHBOURHOOD PROPERTY		
1	336	
2	336	
3	336	
4	300	
5	345	
6	345	
7	340	
8	346	
9	350	
10	308	
11	320	
12	311	
13	356	
14	308	
15	308	
TOTAL	4,609	

INITIAL SCHEDULE

DP286087

COVER SHEET FOR SECTION 88B INSTRUMENT

.....
ATTENTION
.....

A Community Plan may be subject to future subdivision that could also contain a Section 88B Instrument. This instrument could then comprise separate documents registered on different dates.

Particulars of each document are as follows:-

Document Number	Plan/Instrument Registration Date	Number of Sheets in Plan	Number of Sheets in Section 88B Instrument
Document 1	20.6.2007	5	2

TOTAL NUMBER OF SHEETS OF SECTION 88B INSTRUMENT IMAGED
(INCLUDING COVER SHEET)

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

(Sheet 1 of 2 Sheets)

Plan: **DP286087**

Plan of Subdivision of Lot 5 DP 1089609 covered by
Subdivision Certificate No. 7972

Full name and address
of the owner of the land:

Sterling Property Group Pty Limited
ACN 050 057 102
of 32 The Shores Way, Belmont

Full name and address
of the mortgagee of the land:

~~At~~ Commonwealth Bank
Level 1, 136-140 Hunter Street
Newcastle 2300

Part 1

Number of item shown in the intention panel on the plan	Identity of easement, profit a pendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for overhang 0.95 wide	1 10	2-15 incl. 11
2	Easement for drainage of water over existing line of pipes	13	14
3	Easement for drainage of sewage over existing line of pipes	12	14
4	Positive Covenant	1	Newcastle City Council

Part 2

Terms of easement, profit and pendre, restriction, or positive covenant numbered 4 referred to in the plan:

The proprietor of the land hereby burdened (herein called 'the proprietor') shall at all times in respect of the land hereby burdened (herein called 'the asset protection zone'):

- (a) establish and maintain an inner protection area (IPA) in accordance with section 4.2.2, *Planning for Bushfire Protection*, NSW Rural Fire Service, Planning NSW, 2001;
- (b) ensure that if any trees are to be located within the asset protection zone that the following conditions are met:
 - (i) vegetation is not to touch or overhang dwellings (canopy vegetation must not be within 5 metres of any building/dwelling);
 - (ii) vegetation is well spread out and does not form a continuous canopy (separated by a minimum of 2 metres);
 - (iii) vegetation is not species that retain dead material or deposit excessive quantities of ground fuel in a short period or in a danger period; and
 - (iv) vegetation is located far enough away from any dwelling so that it will not ignite the dwelling by direct flame contact or radiant heat emission.



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

DP286087

(Sheet 2 of 2 Sheets)

Part 2 continued

(c) ensure that woodpiles, combustible material storage sheds, large areas/quantities of garden mulch and stacked flammable building materials are not located or permitted to remain within the asset protection zone.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 4 in the plan.

Newcastle City Council

Executed by **STERLING PROPERTY GROUP PTY LIMITED**
ACN 050 057 102 by:



[Signature]
.....
Director

[Signature]
.....
Director

DUANE LLOYD ELLIS
.....
Print Name:

LLOYD ISLWYN ELLIS
.....
Print Name:

Executed by Newcastle City Council)
by its authorised officer)
in the presence of:)

.....
Signature of Witness

[Signature]
.....
Signature of Officer

G. MANSFIELD

.....
Name of Witness

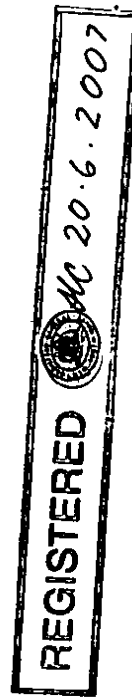
.....
Address



Signed at Newcastle NSW the
21 day of MAY 2007.
For Commonwealth Bank of Australia
ACN 123 123 124 by its duly appointed
Attorney under Power of Attorney Book
4449 No 351

[Signature]
SIGNED IN MY PRESENCE BY
JOHN ROBERT HERN
RISK EXECUTIVE.

.....
of the Commonwealth Bank of Australia
he duly authorised officer of the
bank
PETER WARNE *[Signature]*





SIGNATURE AND SEALS ONLY.

- (A) EASEMENT FOR DRAINAGE OF WATER 2 WIDE.
(B) EASEMENT FOR DRAINAGE OF WATER 8 WIDE & VARIABLE WIDTH.
(C) RESTRICTION ON THE USE OF LAND 6 WIDE.
(D) EASEMENT TO DRAIN WATER 1.5 WIDE. (D.P. 869807)
(E) EASEMENT TO DRAIN WATER 2.4 WIDE. (D.P. 260223)
(F) EASEMENT FOR DRAINAGE OF WATER 6.775 AND VARIABLE WIDTH. (D.P. 1065260)

* LOT 6 PUBLIC RESERVE

THE COMMON SEAL OF THE COUNCIL OF THE CITY OF NEWCASTLE
was affixed hereon in the presence of:

[Signature] CHAIRMAN
[Signature] GENERAL MANAGER



[Signature] DIRECTOR
[Signature] DIRECTOR
[Signature] DIRECTOR

Department of Lands Approval
In approving this plan, the Registrar-General has been given the information necessary to register the plan.

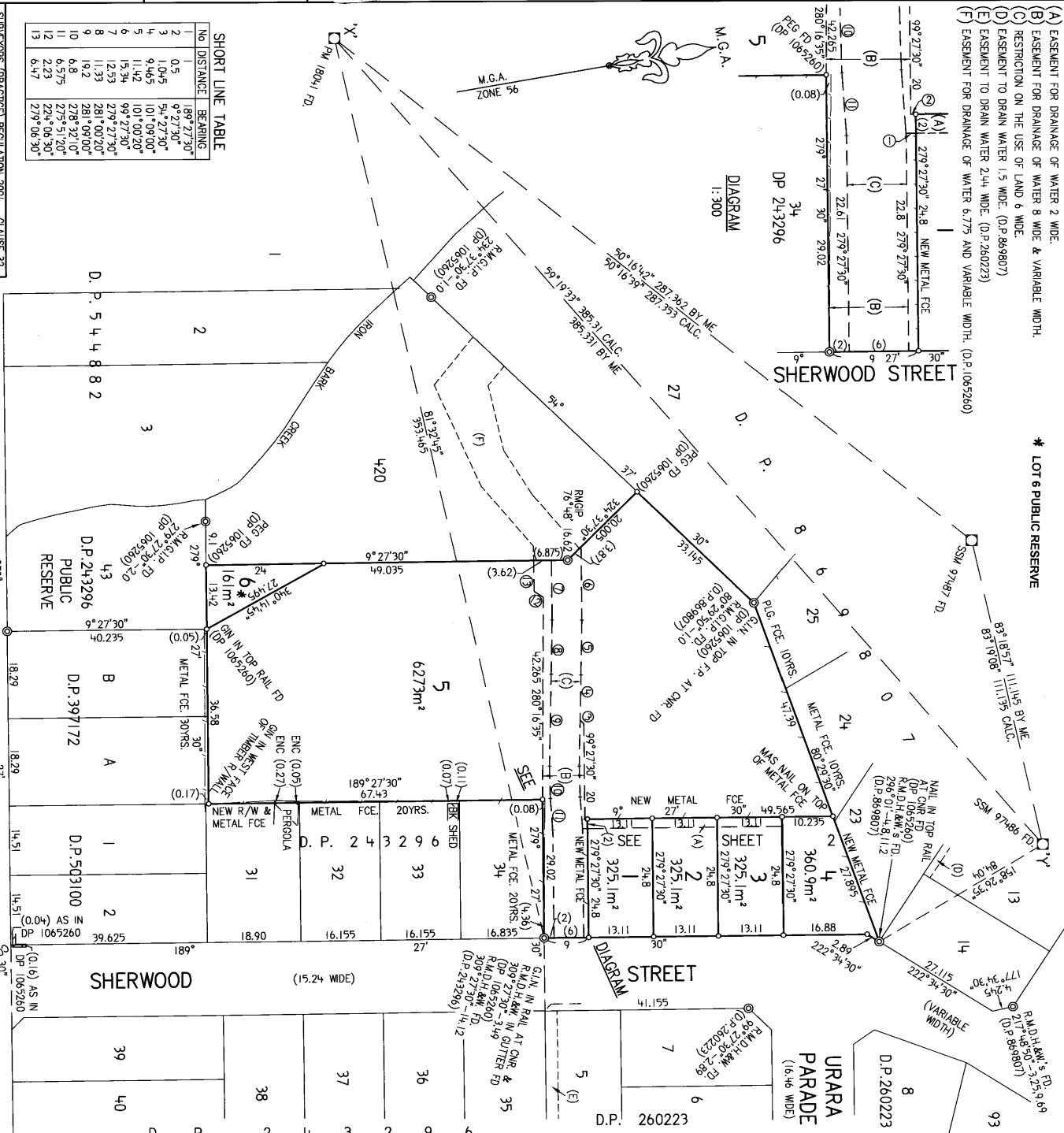
Date:
File No.:
Office:

Subdivision Certificate
I hereby certify that the provisions of s.109 of the Environment Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision.

Subdivision
Newcastle City Council
Date of endorsement: 7 October 2005

Accreditation no.: 7161
Satisfaction Certificate no.: DA 0410768
Note: This plan is to be lodged electronically in Land and Property Information. It should include a signature in an electronic or digital format approved by the Registrar-General.
* Details withheld is inappropriate

SHORT LINE TABLE		
No	DISTANCE	BEARING
1	1.89	27°30'
2	0.5	9°27'30"
3	1.045	54°27'30"
4	9.465	101°09'00"
5	11.42	101°00'20"
6	15.34	99°27'30"
7	12.53	27°27'30"
8	19.2	281°09'00"
9	19.2	278°32'10"
10	6.8	275°51'20"
11	6.575	224°06'30"
12	2.23	279°06'30"
13	6.47	279°06'30"



MARK			
M.G.A. COORDINATES			
EASTING	NORTHING	CLASS	ORDER
PM 1804	375 228 839	6	357
SSM 97487	375 440 79	6	357
SSM 97486	375 500 154	6	357
SSM 97485	375 560 154	6	357
SSM 97484	375 620 154	6	357
SSM 97483	375 680 154	6	357
SSM 97482	375 740 154	6	357
SSM 97481	375 800 154	6	357
SSM 97480	375 860 154	6	357
SSM 97479	375 920 154	6	357
SSM 97478	375 980 154	6	357
SSM 97477	376 040 154	6	357
SSM 97476	376 100 154	6	357
SSM 97475	376 160 154	6	357
SSM 97474	376 220 154	6	357
SSM 97473	376 280 154	6	357
SSM 97472	376 340 154	6	357
SSM 97471	376 400 154	6	357
SSM 97470	376 460 154	6	357
SSM 97469	376 520 154	6	357
SSM 97468	376 580 154	6	357
SSM 97467	376 640 154	6	357
SSM 97466	376 700 154	6	357
SSM 97465	376 760 154	6	357
SSM 97464	376 820 154	6	357
SSM 97463	376 880 154	6	357
SSM 97462	376 940 154	6	357
SSM 97461	377 000 154	6	357
SSM 97460	377 060 154	6	357
SSM 97459	377 120 154	6	357
SSM 97458	377 180 154	6	357
SSM 97457	377 240 154	6	357
SSM 97456	377 300 154	6	357
SSM 97455	377 360 154	6	357
SSM 97454	377 420 154	6	357
SSM 97453	377 480 154	6	357
SSM 97452	377 540 154	6	357
SSM 97451	377 600 154	6	357
SSM 97450	377 660 154	6	357
SSM 97449	377 720 154	6	357
SSM 97448	377 780 154	6	357
SSM 97447	377 840 154	6	357
SSM 97446	377 900 154	6	357
SSM 97445	377 960 154	6	357
SSM 97444	378 020 154	6	357
SSM 97443	378 080 154	6	357
SSM 97442	378 140 154	6	357
SSM 97441	378 200 154	6	357
SSM 97440	378 260 154	6	357
SSM 97439	378 320 154	6	357
SSM 97438	378 380 154	6	357
SSM 97437	378 440 154	6	357
SSM 97436	378 500 154	6	357
SSM 97435	378 560 154	6	357
SSM 97434	378 620 154	6	357
SSM 97433	378 680 154	6	357
SSM 97432	378 740 154	6	357
SSM 97431	378 800 154	6	357
SSM 97430	378 860 154	6	357
SSM 97429	378 920 154	6	357
SSM 97428	378 980 154	6	357
SSM 97427	379 040 154	6	357
SSM 97426	379 100 154	6	357
SSM 97425	379 160 154	6	357
SSM 97424	379 220 154	6	357
SSM 97423	379 280 154	6	357
SSM 97422	379 340 154	6	357
SSM 97421	379 400 154	6	357
SSM 97420	379 460 154	6	357
SSM 97419	379 520 154	6	357
SSM 97418	379 580 154	6	357
SSM 97417	379 640 154	6	357
SSM 97416	379 700 154	6	357
SSM 97415	379 760 154	6	357
SSM 97414	379 820 154	6	357
SSM 97413	379 880 154	6	357
SSM 97412	379 940 154	6	357
SSM 97411	380 000 154	6	357
SSM 97410	380 060 154	6	357
SSM 97409	380 120 154	6	357
SSM 97408	380 180 154	6	357
SSM 97407	380 240 154	6	357
SSM 97406	380 300 154	6	357
SSM 97405	380 360 154	6	357
SSM 97404	380 420 154	6	357
SSM 97403	380 480 154	6	357
SSM 97402	380 540 154	6	357
SSM 97401	380 600 154	6	357
SSM 97400	380 660 154	6	357
SSM 97399	380 720 154	6	357
SSM 97398	380 780 154	6	357
SSM 97397	380 840 154	6	357
SSM 97396	380 900 154	6	357
SSM 97395	380 960 154	6	357
SSM 97394	381 020 154	6	357
SSM 97393	381 080 154	6	357
SSM 97392	381 140 154	6	357
SSM 97391	381 200 154	6	357
SSM 97390	381 260 154	6	357
SSM 97389	381 320 154	6	357
SSM 97388	381 380 154	6	357
SSM 97387	381 440 154	6	357
SSM 97386	381 500 154	6	357
SSM 97385	381 560 154	6	357
SSM 97384	381 620 154	6	357
SSM 97383	381 680 154	6	357
SSM 97382	381 740 154	6	357
SSM 97381	381 800 154	6	357
SSM 97380	381 860 154	6	357
SSM 97379	381 920 154	6	357
SSM 97378	381 980 154	6	357
SSM 97377	382 040 154	6	357
SSM 97376	382 100 154	6	357
SSM 97375	382 160 154	6	357
SSM 97374	382 220 154	6	357
SSM 97373	382 280 154	6	357
SSM 97372	382 340 154	6	357
SSM 97371	382 400 154	6	357
SSM 97370	382 460 154	6	357
SSM 97369	382 520 154	6	357
SSM 97368	382 580 154	6	357
SSM 97367	382 640 154	6	357
SSM 97366	382 700 154	6	357
SSM 97365	382 760 154	6	357
SSM 97364	382 820 154	6	357
SSM 97363	382 880 154	6	357
SSM 97362	382 940 154	6	357
SSM 97361	383 000 154	6	357
SSM 97360	383 060 154	6	357
SSM 97359	383 120 154	6	357
SSM 97358	383 180 154	6	357
SSM 97357	383 240 154	6	357
SSM 97356	383 300 154	6	357
SSM 97355	383 360 154	6	357
SSM 97354	383 420 154	6	357
SSM 97353	383 480 154	6	357
SSM 97352	383 540 154	6	357
SSM 97351	383 600 154	6	357
SSM 97350	383 660 154	6	357
SSM 97349	383 720 154	6	357
SSM 97348	383 780 154	6	357
SSM 97347	383 840 154	6	357
SSM 97346	383 900 154	6	357
SSM 97345	383 960 154	6	357
SSM 97344	384 020 154	6	357
SSM 97343	384 080 154	6	357
SSM 97342	384 140 154	6	357
SSM 97341	384 200 154	6	357
SSM 97340	384 260 154	6	357
SSM 97339	384 320 154	6	357
SSM 97338	384 380 154	6	357
SSM 97337	384 440 154	6	357
SSM 97336	384 500 154	6	357
SSM 97335	384 560 154	6	357
SSM 97334	384 620 154	6	357
SSM 97333	384 680 154	6	357
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SSM 97331	384 800 154	6	357
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SSM 97329	384 920 154	6	357
SSM 97328	384 980 154	6	357
SSM 97327	385 040 154	6	357
SSM 97326	385 100 154	6	357
SSM 97325	385 160 154	6	357
SSM 97324	385 220 154	6	357
SSM 97323	385 280 154	6	357
SSM 97322	385 340 154	6	357
SSM 97321	385 400 154	6	357
SSM 97320	385 460 154	6	357
SSM 97319	385 520 154	6	357
SSM 97318	385 580 154	6	357
SSM 97317	385 640 154	6	357
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SSM 97314	385 820 154	6	357
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SSM 97299	386 720 154	6	357
SSM 97298	386 780 154	6	357
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SSM 97296	386 900 154	6	357
SSM 97295	386 960 154	6	357
SSM 97294	387 020 154	6	357
SSM 97293	387 080 154	6	357
SSM 97292	387 140 154	6	357
SSM 97291	387 200 154	6	357
SSM 97290	387 260 154	6	357
SSM 97289	387 320 154	6	357
SSM 97288	387 380 154	6	357
SSM 97287	387 440 154	6	357
SSM 97286	387 500 154	6	357
SSM 97285	387 560 154	6	357
SSM 97284	387 620 154	6	357
SSM 97283	387 680 154	6	357
SSM 97282	387 740 154	6	357
SSM 97281	387 800 154	6	357
SSM 97280	387 860 154	6	357
SSM 97279	387 920 154	6	357
SSM 97278	387 980 154	6	357
SSM 97277	388 040 154	6	357
SSM 97276	388 100 154	6	357
SSM 97275	388 160 154	6	357
SSM 97274	388 220 154	6	357
SSM 97273	388 280 154	6	357
SSM 97272	388 340 154	6	357
SSM 97271	388 400 154	6	357
SSM 97270	388 460 154	6	357
SSM 97269	388 520 154	6	357
SSM 97268	388 580 154	6	357
SSM 97267	388 640 154	6	357
SSM 97266	388 700 154	6	357
SSM 97265	388 760 154	6	357
SSM 97264	388 820 154	6	357
SSM 97263	388 880 154	6	357
SSM 97262	388 940 154	6	357
SSM 97261	389 000 154	6	357
SSM 97260	389 060 154	6	357

M.G.A.
ZONE 56

M.G.A.

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

(Sheet 1 of 3 Sheets)

DP1089609

Plan of Subdivision of Lot 421 D.P.1065260
 Subdivision Certificate No. _____

Full name and address
 of the owner of the land:

Sterling Property Group Pty Limited
 ACN 050 057 102
 of 32 The Shores Way, Belmont

Full name and address
 of the mortgagee of the land:

Nil

Part 1

Identity of Easement to be created and referred to in the plan	Identity of easement, profit a pendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for drainage of water 2 wide	1 2 3	2, 3, 4 3, 4 4
2	Easement for drainage of water 8 wide and variable width	5	Newcastle City Council
3	Restriction on the use of land 6 wide	5	Newcastle City Council
4	Positive Covenant	1, 2, 3, 4	Newcastle City Council

Part 1A

Identity of Easement to be released and referred to in the plan	Identity of easement, profit a pendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for drainage of water 6.5 wide (vide DP 1065260)	421/1065260	Newcastle City Council

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

(Sheet 2 of 3 Sheets)

Part 2

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

The owners of the lot burdened will not erect or permit any building, structure or erection on the whole or in part of the land hereby burdened identified on the abovementioned plan (herein called 'the flow path') except:

- a. Open mesh or rod style dividing fences; and
- b. Such buildings, structures and erections as from time to time are approved by the Council of the City of Newcastle (herein called 'the Council').

No alteration is to be made to the flow path levels without consent in writing being obtained from the Council.

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

The Proprietor of the land hereby burdened (herein called 'the proprietor') shall at all times in respect of the land hereby burdened:

- (a) construct, clean, maintain and repair all pits, tanks, pipelines, orifice plates, screens, earth banks and other structures as applicable to ensure proper performance of the stormwater detention facility (herein called the facility) constructed upon the lot but shall in no way alter or modify any part of the facility without the written approval of the Council; and
- (b) regularly mow and remove grass clippings and debris as necessary to ensure efficient operation from time to time and at all times of the facility PROVIDED HOWEVER that the Council shall have the right to enter upon the burdened lot with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency):
 - (i) to view the state of repair of the facility;
 - (ii) to ascertain whether or not there has been any breach of the terms of this covenant; and
 - (ii) to execute any work required to remedy a breach of the terms of this covenant if the proprietor has not within fourteen (14) days of the date of receipt by the proprietor of written notice from the Council requiring remedy of a breach of the terms of this covenant taken steps to remedy the breach and without prejudice to the Council's other remedies the Council may recover as a liquidated debt the cost of such remedial work from the proprietor forthwith upon demand.

Name of person empowered to release, vary or modify the easement numbered 1 on the plan.

The Proprietor of the lot benefited with the consent of Newcastle City council.

DP1089609

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


(Sheet 3 of 3 Sheets)

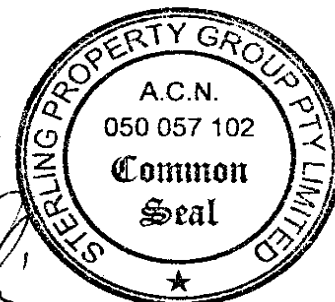
Name of person empowered to release, vary or modify restriction or positive covenant numbered 3 & 4 inclusive in the plan.

Newcastle City Council

Executed by **STERLING PROPERTY GROUP PTY LIMITED**
ACN 050 057 102 by:


.....
Director


.....
Director



DUANE LLOYD ELLIS
.....
Print Name:

LLOYD ISLWYN ELLIS
.....
Print Name:

Executed by **NEWCASTLE CITY COUNCIL** by


.....
Authorised Person

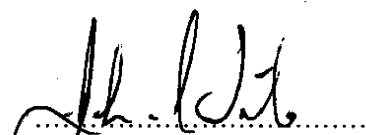

.....
Witness

Rachael Hazard
.....
Print Name:

BRIAN CAMERON
.....
Print Name:

The Common Seal of the Council of the City of Newcastle
was affixed hereto in the presence of:

DP1089609

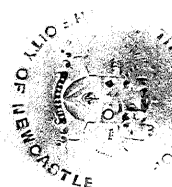

.....
Lord Mayor


.....
General Manager



SIGNATURE AND SEALS ONLY.

InfoTrack



THE COUNCIL OF THE CITY OF NEWCASTLE
MAYOR
CITY CLERK
GENERAL MANAGER

Department of Lands Approval

(Advisory Office) In approving this plan, the Department of Lands certifies that the provisions of s.100 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision.

Signature: _____ Date: _____

File No.: _____ Office: _____

Subdivision Certificate

Subdivision Certificate no.: 75223

Consent Authority: Newcastle City Council

Date of endorsement: 15 JANUARY 2004

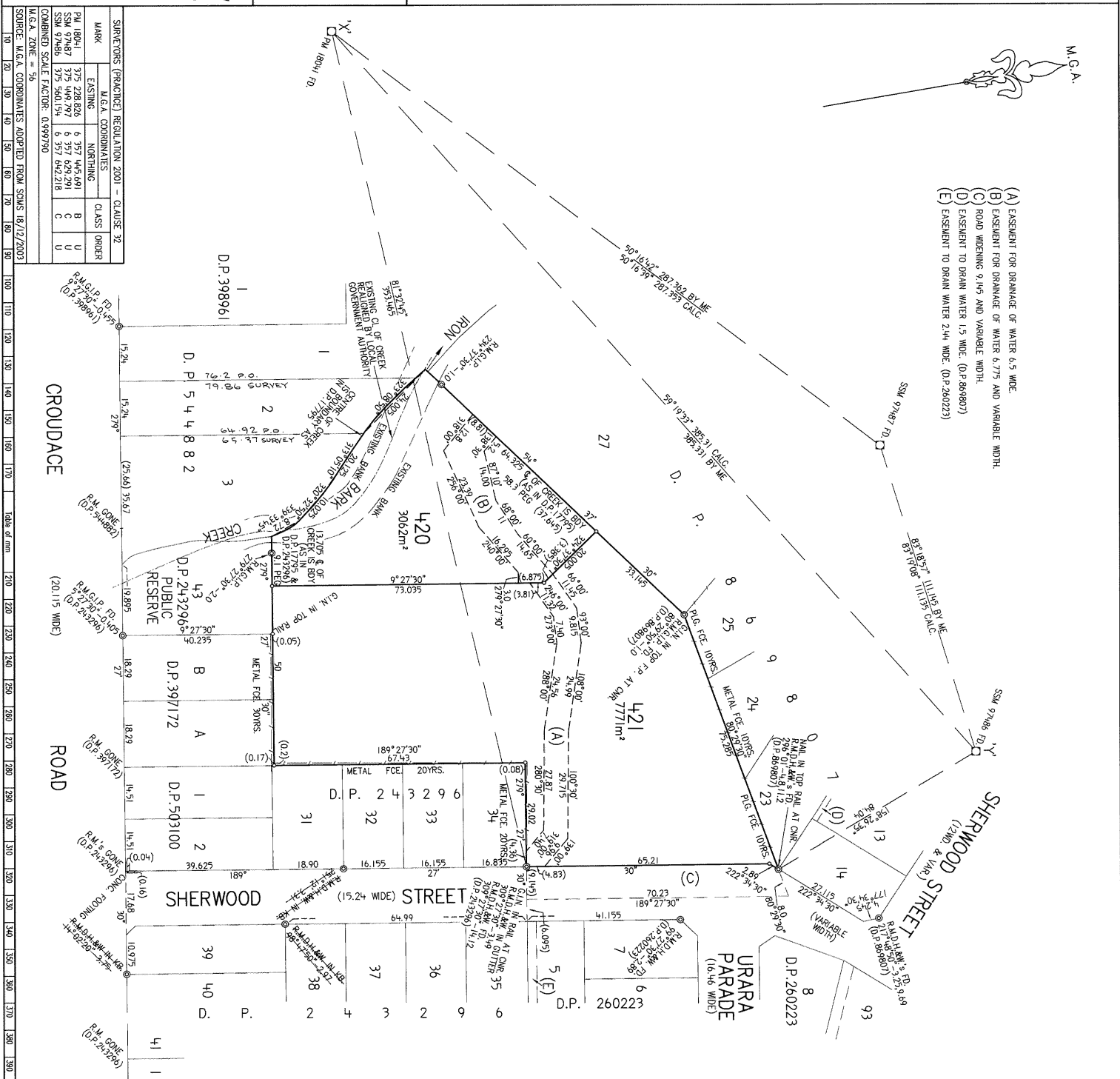
Accreditation no.: 75223

Subdivision Certificate no.: 75223

File no.: DA NO. 03/1759

Note: When the plan is to be lodged electronically in land and property information system, the plan must be accompanied by a hard copy of the plan approved by the Registrar-General.

* Delete whatever is applicable



DP1065260

Registered: 7-5-2004

Title System: TORRENS

Purpose: SUBDIVISION

Ref Map: US450-3

Last Plan: DP243296

PLAN OF SUBDIVISION OF LOT 42 D.P. 243296.

Lengths are in metres. Reduction Ratio 1:750

L G A NEWCASTLE

Locality: SOUTH WALLSEND

Parish: KAHIBAH

County: NORTHUMBERLAND

This is shown and may also be shown in the Survey Regulation 2001.

1. ANDREW MARK HOLMES

of C.A. HOLMES & CO. P.A. - 10/1281 NEWCASTLE

a surveyor registered under the Surveying Act 2002, hereby certifies that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2001 and was completed on 14/12/2003.

(Note: specify the land actually surveyed, or specify any land shown in the plan that is not the subject of the survey)

(Signature) Andrew Mark Holmes Date: 22/12/2003

Datum: Line: X-Y

Type: Urban/Rural

Plans used in preparation of survey/development:

D.P. 243296 D.P. 397172

D.P. 503100 D.P. 398961

D.P. 544882 D.P. 17795

D.P. 260223

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

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

1. EASEMENT FOR DRAINAGE OF WATER 6.5 WIDE (A)

2. EASEMENT FOR DRAINAGE OF WATER 6.775 AND VARIABLE WIDTH (B)

IT IS INTENDED TO DEDICATE THE STRIP FOR ROAD WIDENING (C) AS PUBLIC ROAD.

**Instrument Setting out Terms of Easements or Profits à Prendre Intended to be Created
or Released and of Restrictions on the Use of Land or Positive Covenants Intended to
be Created Pursuant to Section 88B Conveyancing Act 1919**

(Sheet 1 of 1 Sheet)

Plan of Subdivision of Lot 42 D.P.243296
covered by Subdivision Certificate No.

DP1065260

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

The Council of the City of Newcastle,
Post Office Box 489,
NEWCASTLE. N.S.W. 2300

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Drainage of Water 6.5 wide (A)	421	The Council of the City of Newcastle
2	Easement for Drainage of Water 6.775 and variable width (B)	420	421

Part 2 (Terms)

**1. Terms of Easement for Drainage of Water 6.5 wide firstly referred to in the
abovementioned plan.**

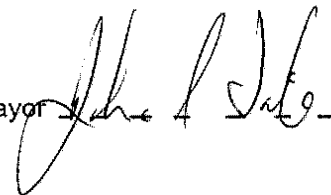
Those terms contained within parts 1 and 8 of Schedule 8 of the Conveyancing Act 1919 No
6 namely those terms relating to the normal definitions of a "Right of Carriageway" and also
an "Easement for drainage of water".

**Name of person empowered to release vary or modify the easements firstly and secondly
referred to in the abovementioned plan.**

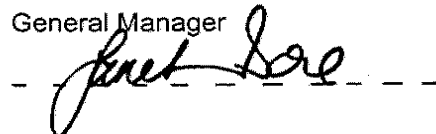
Every person or body whether incorporated or otherwise who is at any time entitled to an interest in
the land herein indicated as the lot benefited or any part thereof with which the rights hereby conferred
are capable of enjoyment PROVIDED that the cost of any release variation or modification of the
easement is borne in all respects by the person requesting such release variation or modification and
PROVIDED FURTHER that any release variation or modification requires the consent of the Council of
the City of Newcastle.

The Common Seal of the Council of the
City of Newcastle was affixed hereto in the
presence of:

Lord Mayor



General Manager



Form: 21CSM
Release: 2.0
www.lands.nsw.gov.au

**AMENDMENT OF
MANAGEMENT STATE**

New South Wales
Section 39

Community Land Development Act 1989



AH262783V

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	CP/DP 286087 1 / 286087				
(B) LODGED BY	Document Collection Box 30P	Name, Address or DX and Telephone L J Kane & Co LLPN 123818G Reference: DP 286087 LGS	CODE CS		
(C) APPLICANT	Neighbourhood Association Deposited Plan No. 286087				
(D)	The applicant certifies that by a special resolution passed on 10 August 2012 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:				
(E) BY-LAWS	<table border="1"><tr><td>Repealed</td><td>Added 20.3 as fully set out below</td></tr></table>			Repealed	Added 20.3 as fully set out below
Repealed	Added 20.3 as fully set out below				
(F) TEXT OF ADDED BY-LAW	20.3 An owner of a lot which is the subject of a lease or licence agreement shall take all necessary steps, including any action available to him or her under any such lease or licence agreement, to ensure that any licensee or other occupier of the lot or their invitees comply with the provisions of these by-laws.				



(G) The common seal of the Neighbourhood association deposited plan 286087 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness: DONNA BARTLEY

Date: 03 September 2012

Form: 21CSM
Release: 2.0
www.lands.nsw.gov.au

**AMENDMENT OF
MANAGEMENT STATEMENT**

New South Wales
Section 39

Community Land Development Act 19



AF750419X

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

~~DP 286087~~ 1/286087

(B) **LODGED BY**

Document
Collection
Box

Name, Address or DX and Telephone

L J KANE & CO
LLPN 123818G

30P

Reference: LGS 286087

CODE

CS

(C) **APPLICANT**

Neighbourhood

Association

Deposited Plan No. 286087

(D)

The applicant certifies that by a special resolution passed on 06 August 2010 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed

Added

BY LAWS 28 & 29 as fully set out below

(F) **TEXT OF ADDED BY-LAW**

28. Children Playing On Neighbourhood Property

A proprietor or occupier of a lot shall not permit any child of whom he has control to play upon neighbourhood property within the scheme or, unless accompanied by an adult exercising effective control, to be or to remain upon neighbourhood property comprising the private accessway, visitor car parking bay or other area of possible danger or hazard to children.

29. Storage Of Flammable Liquids And Other Substances

A. An owner or occupier of a lot must not, except with the approval in writing of the Community Association, use or store on the lot or on the common property, any inflammable chemical, liquid or gas or other inflammable material.

B. This By-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

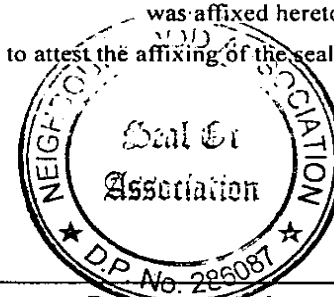
(G) The common seal of the Neighbourhood association deposited plan 286087

in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness: DONNA M BARTLEY

Date: 17 August 2010



Fees:

Lodgment ..
Endorsement ..
Certificate ..

FEE SIMPLE.

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT 1900.)

THE NEWCASTLE WALLSEND COAL COMPANY a Company duly incorporated by Act of Parliament and carrying on business at Sydney and elsewhere in the State of New South Wales (herein called Transferrer Company) being registered as the proprietor of an Estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests as are notified hereunder in consideration of FIFTY-ONE POUNDS TWO SHILLINGS AND NINEPENCE (£51. 2. 9----) (the receipt whereof is hereby acknowledged)

paid to it by ALMA SMITH the wife of William ^{Joseph} Smith of Wallsend Labourer (herein called "Transferee")

Doth hereby transfer to the said Transferee

ALL such its Estate and Interest in ALL THE land mentioned in the Schedule following:

County	Parish	State if whole or part	Vol.	Fol.
Northumberland	Kahibah	Part	2548	64
		and being Lot 8		
		as shown on Deposited Plan No. 17755		

RESERVING to the said Transferrer Company and its sequels in title and assigns all Coal and other minerals not including any minerals reserved to the Crown lying in and under the land hereby transferred TOGETHER with all necessary and proper rights underground rights of way and other underground rights powers and easements to enable it or them to get win work and convey all Coal minerals and other materials belonging to it or them from and to the workings of its or their mines within the Municipality of Wallsend and the Shires of Lake Macquarie and Tarro AND the said Transferee Doth hereby for herself her heirs executors administrators and assigns and transferees or other the registered proprietor for the time being of the land hereby transferred covenant with the said Transferrer Company its and their sequels in title and assigns or other the registered proprietor for the time being of the land adjoining the land hereby transferred as follows THAT the said Transferrer Company its sequels in title or assigns or other the registered proprietor for the time being of the land adjoining the land hereby transferred shall not be liable to the said Transferee her sequels in title or assigns or other the registered proprietor or proprietors for the time being of the land hereby transferred for any pitfalls or subsidences which may have already or which may hereafter take place on or under the land hereby transferred or on any other land adjacent thereto or for any damage or nuisance occasioned thereby AND THAT the said Transferee her sequels in title or assigns or other the registered proprietor or proprietors for the time being of the land hereby transferred will for the benefit of the adjoining land of the said Transferrer Company abstain from using the land hereby transferred for any purpose requiring the erection of any fence dividing the land hereby transferred from such adjoining land without first obtaining the consent of the said Transferrer Company in writing but such consent shall not be necessary whenever any such fence shall be erected and maintained without expense to the said Transferrer Company AND THAT she or they will not carry on or permit to be carried on upon the land hereby transferred or any part thereof any chemical works or any noxious noisome dangerous or offensive art trade business occupation or calling AND LASTLY pursuant to Section 88 of the "Conveyancing Act 1919-1932" it is hereby declared (a) That the land to which the benefit of the last two preceding covenants are intended to be appurtenant is the residue of the land comprised in Certificate of Title Volume 2548 folio 64 ; (b) That the land which is subject to the burden of such covenants and the foregoing easements is the whole of the land comprised in this Transfer; (c) That the land to which the benefit of the foregoing easements are intended to be appurtenant is the residue of the land comprised in Certificates of Title Volume 2548 folios 61, 65 and 66 and Certificates of Title Volume 45 folio 17, Volume 862 folio 232, Volume 3827 folio 205, Volume 2930 folio 147, Volume 2981 folio 196, Volume 2998 folio 119, Volume 3355 folio 161, Volume 3503 folio 143, Volume 3381 folio 140, Volume 3435 folio 151, Volume 3567 folio 229, Volume 3553 folio 230, Volume 3686 folio 164, Volume 3651 folio 77, Volume 3637 folio 84, Volume 3804 folio 114, Volume 3704 folio 176, Volume 3821 folio 179, Volume 3788 folio 25, Volume 3855 folio 63, Volume 3855 folio 211, Volume 3980 folio 206, Volume 4070 folio 47, Volume 4087 folio 237, Volume 4082 folio 46, Volume 4048 folio 120,

Volume 4144 folio 220, Volume 4141 folio 232, Volume 4253 folio 153, Volume 4238 folio 179, Volume 4367 folio 165, Volume 4402 folio 205, and the whole of the land comprised in Certificate of Title Volume 3441 folio 133, Conveyance Book 1313 number 272.
(d) That the said The Newcastle Wallsend Coal Company or its successors are the parties by whom or by whose consent the said covenants and foregoing easements may be released varied or modified.)

ENCUMBRANCES, &c., REFERRED TO.

RESERVATIONS to the Crown as contained in the original Grant or Grants and also noted on the said Certificate of Title.

IN WITNESS whereof the Common Seal of The Newcastle Wallsend Coal Company was hereto affixed at Sydney the *Eighteenth* day of *August* 19*38*.

The Common Seal of The Newcastle Wallsend Coal Company was hereunto affixed by order of the Directors present at and forming a Board of Directors of the said Company in the presence of

W. H. Allison
Secretary

W. H. Allison
W. H. Allison
W. H. Allison
W. H. Allison
W. H. Allison
Transferrors.

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

Signed in my presence by the Transferree
WHO IS PERSONALLY KNOWN TO ME

W. H. Allison

Managing Clerk to

H. V. Harris, Wheeler & Williams,
Solicitors, Newcastle.

W. H. Allison
Transferree.

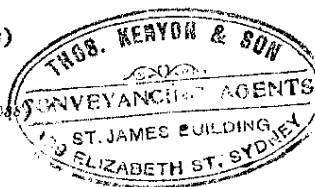
C700752

No. 12725/15251

Lodged by

(Name)

(Address)



MEMORANDUM OF TRANSFER of

Acres. roads. perches

Lot 8, D.P. 17795

Broadacre Road at Walkond

City of Greater Newcastle

Parish. County. (Reserving Coal, etc. and subject to covenant)
Alma Smith Transferee.

Particulars entered in Register Book, Vol. 2548

Fol. 64

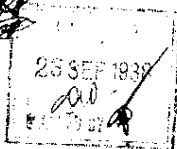
the 12th day of September 1938,

at minutes to o'clock

in the fore noon.

By *W. H. Williams*

Registrar-General.



PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch	<i>BC</i>	<i>15/9/38</i>
Received from Records	<i>BC</i>	<i>17/9</i>
on	<i>BC</i>	<i>17/9</i>
ood	<i>BC</i>	<i>21/9</i>
pared	<i>BC</i>	<i>21/9</i>
amined	<i>BC</i>	<i>21/9</i>
ded	<i>BC</i>	<i>21/9</i>
grossers	<i>BC</i>	<i>21/9</i>
Clerk	<i>BC</i>	<i>21/9</i>
4976 Fol.		34
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DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing

Nature.	No.	Reg'd Propr., M't'gor, etc.

DEALING TO FOLLOW



City of
Newcastle

Planning Certificate

Section 10.7, Environmental Planning and Assessment Act 1979

To: Infotrack
GPO Box 4029
Sydney NSW 2001

Certificate No: PL2025/03027
Fees: \$69.00
Receipt No(s): D003442963

Your Reference: 25154

Date of Issue: 18/06/2025

The Land: Lot 11 DP 286087 11/12 Sherwood Street Wallsend NSW 2287
--

Advice provided on this Certificate:

Advice under section 10.7(2): see Items 1 – 24

IMPORTANT: Please read this certificate carefully

This certificate contains important information about the land.

Please check for any item which could be inconsistent with the proposed use or development of the land. If there is anything you do not understand, phone our **Customer Contact Centre** on (02) 4974 2000, or come in and see us.

The information provided in this certificate relates only to the land described above. If you need information about adjoining or nearby land, or about the City of Newcastle (CN) development policies for the general area, contact our **Customer Contact Centre**.

All information provided is correct as at 18/06/2025. However, it's possible for changes to occur within a short time. We recommend that you only rely upon a very recent certificate.

City of Newcastle

PO Box 489
NEWCASTLE NSW 2300

Phone: (02) 4974 2000
Facsimile: (02) 4974 2222

Customer Contact Centre

Ground floor,
12 Stewart Avenue
Newcastle West NSW 2302

Office hours:

Mondays to Fridays 8.30 am to 5.00 pm

Part 1:

Advice provided under section 10.7(2)

ATTENTION: The explanatory notes appearing in italic print within Part 1 are provided to assist understanding, but do not form part of the advice provided under section 10.7(2). These notes shall be taken as being advice provided under section 10.7(5).

1. Names of relevant planning instruments and development control plans

- A. The following environmental planning instruments and development control plans apply to the land, either in full or in part.

State Environmental Planning Policies

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Precincts - Regional) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

Local Environmental Plans and Development Control Plans

Newcastle Local Environmental Plan 2012

Newcastle Development Control Plan 2023

- B. 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.

Proposed State Environmental Planning Policies

There are currently no draft State Environmental Planning Policies that apply to this land.

Detailed information of any draft State Environmental Planning Policies is available at the NSW Department of Planning and Environment website.

Planning Proposals for Local Environmental Plans and Draft Development Control Plans

Draft Development Control Plan 2023 applies to this land.

Detailed information of any draft environmental planning instruments is available at the NSW Department of Planning and Environment website and on City of Newcastle's website.

2. Zoning and land use under relevant planning instruments

Newcastle Local Environmental Plan 2012

Zoning: The Newcastle Local Environmental Plan 2012 identifies the land as being within the following zone(s):

Zone R2 Low Density Residential

Note: Refer to www.newcastle.nsw.gov.au or www.legislation.nsw.gov.au website for LEP instrument and zoning maps.

The following is an extract from the zoning provisions contained in Newcastle Local Environmental Plan 2012:

Zone R2 Low Density Residential

- **Objectives of zone**

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To accommodate a diversity of housing forms that respects the amenity, heritage and character of surrounding development and the quality of the environment.

- **Permitted without consent**

Environmental protection works; Home occupations

- **Permitted with consent**

Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Emergency services facilities; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Hospitals; Neighbourhood shops; Oyster aquaculture; Pond based aquaculture; Recreation areas; Residential accommodation; Respite day care centres; Roads; Tank-based aquaculture; Tourist and visitor accommodation

- **Prohibited**

Backpackers' accommodation; Hostels; Rural workers' dwellings; Serviced apartments; Any other development not specified in, permitted without consent or permitted with consent

- **Additional permitted uses**

The land does not have additional permitted uses.

- **Minimum land dimensions for erection of a dwelling-house**

The Newcastle Local Environmental Plan 2012 contains development standards relating to minimum land dimensions for the erection of a dwelling house. Refer to clause 4.1 Minimum subdivision lot size and Part 4 Principle development standards of the Newcastle LEP 2012 for provisions relating to minimum lot sizes for residential development.

- **Critical habitat:** The Newcastle Local Environmental Plan 2012 does not identify the land as including or comprising critical habitat.

- **Area of Outstanding Biodiversity Value**

The land is not within a declared area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

- **Heritage conservation area**

The land is not within a heritage conservation area under an environmental planning instrument.

- **Heritage items**

There are no heritage items listed under an environmental planning instrument.

3. Contributions plans

The following contribution plan/s apply to the land.

Section 7.11 Development Contributions Plan:

The Plan specifies section 7.11 contributions that may be imposed as a condition of development consent.

Section 7.12 Development Contributions Plan:

The Plan specifies section 7.12 contributions that may be imposed as a condition of development consent.

NOTE: Contributions plans are available on our website or may be viewed at our Customer Contact Centre.

Section 7.24 Housing and Productivity Contribution:

The Lower Hunter region is subject to Division 7.1 of the Environmental Planning and Assessment Act 1979 and is affected by the Housing and Productivity Contribution.

The Housing and Productivity Contribution may be imposed as a condition of development consent.

NOTE: For further information visit the Department of Planning website.

DRAFT Section 7.32 Affordable Housing Contributions Scheme:

The DRAFT scheme specifies section 7.32 contributions that may be imposed as a condition of development consent. The scheme is currently being finalised by the Department of Planning, Housing, and Infrastructure.

The scheme does not apply to Development Applications lodged prior to the gazettal of the scheme.

4. Complying development

The following information details whether the land is land on which there is a restriction to the effect that complying development may, or may not, be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of that policy:

Wilderness area

The land is NOT, and is NOT part of, a wilderness area, within the meaning of the *Wilderness Act 1987*.

State Heritage Register

The land is NOT land that is, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act.

Other Heritage Item

The land is NOT identified as an item of environmental heritage, or a heritage item, by an environmental planning instrument, or on which is located an item that is so identified.

Environmentally Sensitive Area or Environmentally Sensitive Land

Except as otherwise provided by *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the land is NOT within an environmentally sensitive area.

State Heritage Exemption

Council does NOT have information about any exemption, granted by the Minister under Section 57(2) of the *Heritage Act 1977*, that may apply to the land.

There is NOT an interim heritage order or exemption thereto, made by Council under Section 57(1A) or (3) of the *Heritage Act 1977*, that applies to the land.

Draft Heritage Item

The land is NOT land that comprises, or on which there is, a draft heritage item in a local environmental plan.

Heritage Conservation Area

The land is NOT within a heritage conservation area in an environmental planning instrument or a draft heritage conservation area in a local environmental plan.

Reserved for a Public Purpose

The land is NOT reserved for a public purpose by an environmental planning instrument.

Acid Sulfate Soil

The land is NOT identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

Significantly contaminated land

The land is NOT significantly contaminated land within the meaning of the *Contaminated Land Management Act 1997*.

Biobanking agreement or property vegetation plan

The land is NOT subject to a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a property vegetation plan approved under the *Native Vegetation Act 2003*.

Private land conservation agreement or set aside area

The land is NOT subject to a private land conservation agreement under the *Biodiversity Conservation Act 2016*. Council does not have information to identify whether the land is a set aside area under section 60ZC of the *Local Land Services Act 2013*.

Buffer area, river front area, ecologically sensitive area or protected area

The land is NOT identified by an environmental planning instrument as being within a buffer area, within a river front area, within an ecologically sensitive area or within a protected area.

Coastline hazard, coastal hazard or coastal erosion hazard

The land is NOT identified by an environmental planning instrument, a development control plan or a policy adopted by Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.

Foreshore area

The land is NOT in a foreshore area.

25 ANEF contour or higher ANEF contour

The land is NOT in the 25 ANEF contour or higher ANEF contour.

Special area

The land is NOT declared to be a special area under the *Water NSW Act 2014*.

Unsewered land

The land is NOT unsewered land to which Chapter 8 of *State Environmental Planning Policy (Biodiversity and Conservation) 2021* applies or is located in any other drinking water catchment identified in any other environmental planning instrument.

Schedule 5 of the Codes SEPP

The land is NOT described or otherwise identified on a map specified in Schedule 5 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

General

If any restriction is identified above, the restriction may not apply to all of the land and Council does not have sufficient information to ascertain the extent to which complying development may, or may not, be carried out on the land.

Note: restrictions other than those arising from the identified clauses of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may exclude complying development from being carried out on the land.

5. Exempt development

The following information details whether the land is land on which there is a restriction to the effect that exempt development may, or may not, be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of clause 1.16(1)(b1)–(d) or 1.16A of that policy:

Area of Outstanding Biodiversity Value

The land IS NOT within a declared area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*.

Area of Declared Critical Habitat

The land IS NOT within a declared critical habitat under Part 7A of the *Fisheries Management Act 1994*.

Wilderness area

The land is NOT, and is NOT part of, a wilderness area, within the meaning of the *Wilderness Act 1987*.

Listed on the State Heritage Register

This land IS NOT listed on the State Heritage Register under the *Heritage Act 1977* and IS NOT subject to an interim heritage order under that Act.

Listed on Schedule 4 of the Exempt and Complying Development Codes State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The land IS NOT listed on Schedule 4 of the Exempt and Complying Development Codes State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Siding Spring Observatory

The land is NOT within 18 kilometres of Siding Spring Observatory.

General

If any restriction is identified above, the restriction may not apply to all of the land and Council does not have sufficient information to ascertain the extent to which exempt development may, or may not, be carried out on the land.

Note: restrictions other than those arising from the identified clauses of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may exclude exempt development from being carried out on the land.

6. Affected building notices and building product rectification orders

The land IS NOT AFFECTED by any affected building notice of which CN is aware that is in force in respect of the land.

The land IS NOT AFFECTED by any building product rectification order that has not been fully complied with, of which CN is aware that is in force in respect of the land.

The land IS NOT AFFECTED by an outstanding notice of intention to make a building product rectification order of which CN is aware.

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

Building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*.

7. Land reserved for acquisition

The land is not identified for acquisition by a public authority (as referred to in section 3.15 of the Act) by any environmental planning instrument or proposed environmental planning instrument applying to the land.

8. Road widening and road realignment

NOTE: Transport for NSW (TfNSW) may have proposals that are not referred to in this item. For advice about affection by TfNSW proposals, contact Transport for NSW, Locked Mail Bag 30 Newcastle 2300. Ph: 131 782.

The land IS NOT AFFECTED by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993.

The land IS NOT AFFECTED by any road widening or road realignment under an environmental planning instrument.

The land IS NOT AFFECTED by road widening or road realignment under a resolution of the Council.

9. Flood related development controls

9(1) Mapping information is not available and it is unknown if the land or part of the land is within the flood planning area.

9(2) Mapping information is not available and it is unknown if the land or part of the land is between the flood planning area and the probable maximum flood (PMF).

Our information currently indicates that the property is not flood prone land (land within the PMF) as defined by the NSW Government Flood Risk Management Manual 2023.

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

Except as stated below, the land is not affected by a policy referred to in Item 10 of Schedule 2 of the Environmental Planning and Assessment Regulation 2021 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.

Potential acid sulfate soils: Works carried out on the land must be undertaken in accordance with Clause 6.1 Acid sulfate soils of the Newcastle Local Environmental Plan 2012.

Land Contamination: City of Newcastle has a policy restricting development or imposing conditions on properties affected by land contamination. Refer to Section B7 Land contamination of Newcastle Development Control Plan 2023, which is available to view and download from City of Newcastle's website.

NOTE: The absence of a policy to restrict development of the land because of the likelihood of a particular risk does not imply that the land is free from that risk. City of Newcastle (CN) considers the likelihood of natural and man-made risks when determining development applications under section 4.15 of the Environmental Planning and Assessment Act 1979. Detailed investigation carried out in conjunction with the preparation or assessment of a development application may result in CN either refusing development consent or imposing conditions of consent on the basis of risks that are not identified above.

11. Bush fire prone land

The land IS NOT bush fire prone land for the purposes of the Environmental Planning and Assessment Act 1979.

12. Loose-fill asbestos insulation

Property HAS NOT been notified: Council HAS NOT been notified that: - a residential dwelling erected on this land has been identified in the Loose-fill Asbestos Insulation Register maintained by NSW Fair Trading as containing loose-fill asbestos insulation.

13. Mine Subsidence

The land IS WITHIN a declared Mine Subsidence District under section 20 of the Coal Mine Subsidence Compensation Act 2017. Development in a Mine Subsidence District requires approval from Subsidence Advisory NSW. Subsidence Advisory NSW provides compensation to property owners for mine subsidence damage. To be eligible for compensation, development must be constructed in accordance with Subsidence Advisory NSW approval. Subsidence Advisory NSW has set surface development guidelines for properties in Mine Subsidence Districts that specify building requirements to help prevent potential damage from coal mine subsidence.

NOTE: The above advice is provided to the extent that City of Newcastle (CN) has been notified by Subsidence Advisory NSW.

14. Paper subdivision information

The land IS NOT AFFECTED by any development plan that applies to the land or that is proposed to be subject to a consent ballot.

15. Property vegetation plans

Not applicable. The Native Vegetation Act 2003 does not apply to the Newcastle local government area.

16. Biodiversity stewardship sites

The land IS NOT land (of which CN is aware) under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

17. Biodiversity certified land

The land IS NOT biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

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

CN HAS NOT been notified that 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.

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

The land IS NOT subject to an agreement for annual charges under section 496B of the *Local Government Act 1993* for coastal protection services (within the meaning of section 553B of that Act).

20. Western Sydney Aerotropolis

The land is not within the Western Sydney Aerotropolis, as defined by Chapter 4 of State Environmental Planning Instrument (Precincts - Western Parkland City) 2021.

21. Development consent conditions for seniors housing

(a) The land IS NOT AFFECTED by a current site compatibility certificate (of which CN is aware) issued under the State Environmental Planning Policy (Housing) 2021.

(b) The land IS NOT AFFECTED by any terms of kind referred to in clause 88(2) of the State Environmental Planning Policy (Housing) 2021, that have been imposed as a condition of consent to a development application granted after 11 October, 2007 in respect of the land.

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

The land IS NOT AFFECTED by a valid site compatibility certificate (of which CN is aware) issued under the State Environmental Planning Policy (Affordable Rental Housing) 2009.

23. Water or sewerage services

City of Newcastle 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 licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

24. Matters prescribed under the Contaminated Land Management Act 1997

Note: There are no matters prescribed by section 59(2) of the Contaminated Land Management Act 1997 to be disclosed, however if other contamination information is held by the Council this may be provided under a section 10.7(5) certificate.

Issued without alterations or additions, 18/06/25
Authorised by

JEREMY BATH
CHIEF EXECUTIVE OFFICER



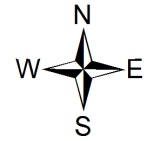
HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

12 SHERWOOD

WALLSEND NSW

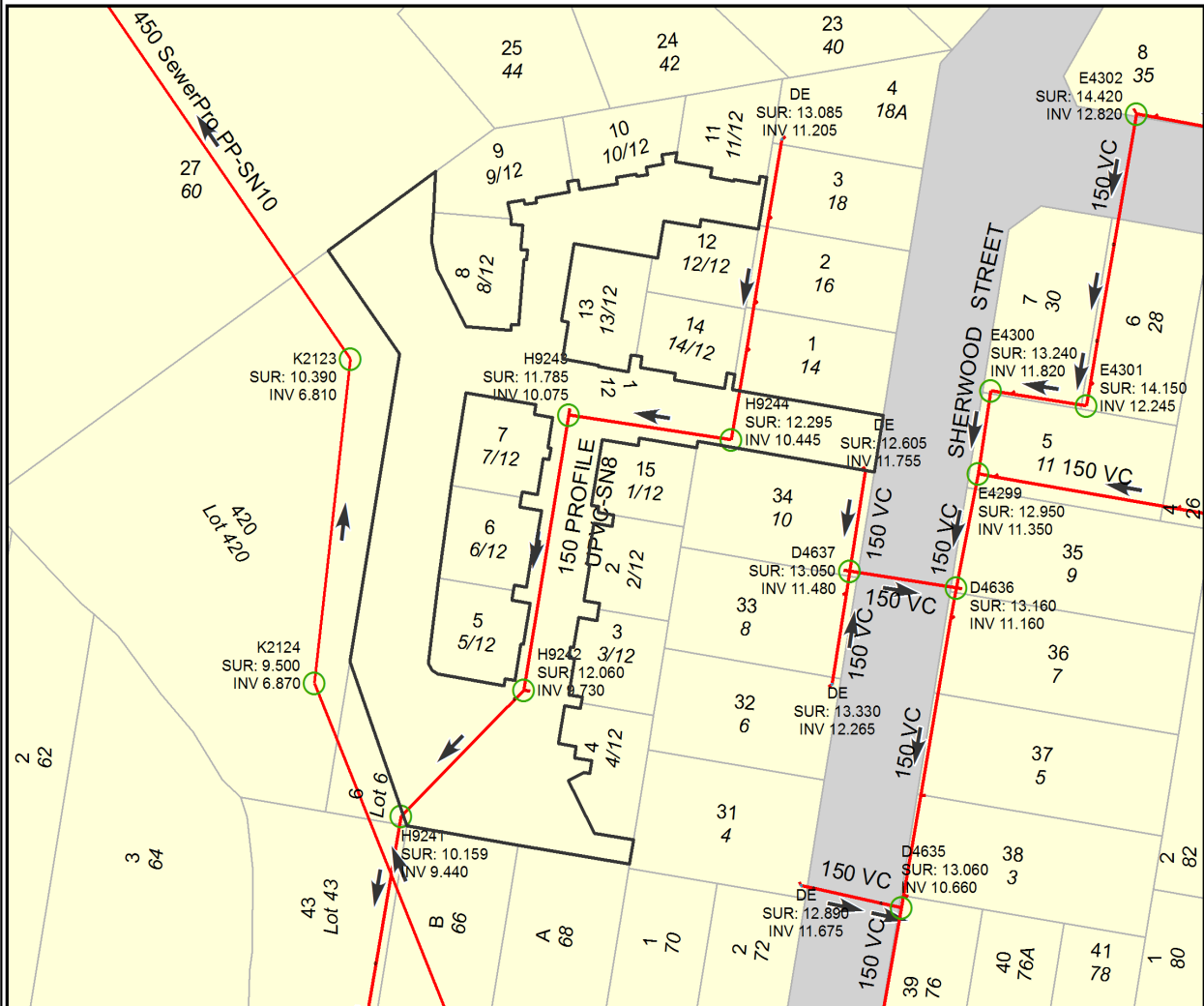
APPLICATION NO.: 2576294

APPLICANT REF: M 25154

RATEABLE PREMISE NO.: 1704410074

PROPERTY ADDRESS: 12 SHERWOOD ST WALLSEND 2287

LOT/SECTION/DP:SP: 1// 286087



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: 17/06/2025

Scale at A4: 1:1,000

CADASTRAL DATA © LPI OF NSW
CONTOUR DATA © AAMHatch
© Department of Planning

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



Revenue

Enquiry ID	4362356
Agent ID	81429403
Issue Date	30 Jun 2025
Correspondence ID	1811473493
Your reference	AMC Lawyers

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

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

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
D286087/11	12 SHERWOOD ST WALLSEND 2287	\$269 333	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2025 tax year.

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

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

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

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

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

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

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



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



1300 139 816*



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

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