

## Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>David Haggarty First National Real Estate</b> 454 High Street, Maitland, NSW 2320	Phone: 02 4933 5544 Fax: 02 4933 1706
co-agent		
vendor		
vendor's solicitor	<b>The Charlestown Law Firm</b> Shop 2, 169 Pacific Highway, Charlestown NSW 2290 DX 12614 Charlestown	Phone: 4942 1212 Email: <a href="mailto:chlawfirm@charlestownlaw.com.au">chlawfirm@charlestownlaw.com.au</a> m.au Fax: (02) 4942 1913 Ref: LS:JZ:230157
date for completion land (address, plan details and title reference)	<b>42nd day after the contract date</b> <b>1/51 Warbler Avenue, Aberglasslyn, 2320</b> <b>Registered Plan: Lot 1 Plan SP 93817</b> <b>Folio Identifier 1/93817</b>	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> <del>subject to existing tenancies</del> <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 type="checkbox"/> other:
exclusions	<b>Security camera (tenants property)</b>
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><b>Signed by</b> In accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>	<p><b>Signed by</b> In accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</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):

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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



### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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



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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice 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"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<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 <sup>th</sup> 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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>; some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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



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



- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else, and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.
- 7 Claims by purchaser**
- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.
- 8 Vendor's rights and obligations**
- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

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

187 MARBLE AVE, BERGLASSM 2022

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input type="checkbox"/> 1 property certificate for the land <input 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 type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input 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 type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract <b>Other</b> <input type="checkbox"/> 60
<b>Home Building Act 1989</b> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <b>Swimming Pools Act 1992</b> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

CTSM  
 Ph 4041 5200  
 Email [newcastle@cstm.com.au](mailto:newcastle@cstm.com.au)

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## SPECIAL CONDITIONS

**These are the special conditions to the contract for the sale of land**

**BETWEEN David John Goninan of , (Vendor)**

**AND of (Purchaser)**

**1. Notice to complete**

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

**2. Death or incapacity**

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

**3. Purchaser acknowledgements**

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek to, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

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**4. Late completion**

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

**5. Agent**

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

**6. Smoke alarms**

The property has smoke alarms installed.

**7. Swimming pool**

The property does not have a swimming pool.

**8. Deposit bond**

- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
  - (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
  - (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
  - (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the
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deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

**9. Electronic settlement**

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- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
- (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures.
- (c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.
- (d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
- (e) Settlement takes place when the financial settlement takes place.
- (f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- (g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. The parties must settle as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
- (h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

**10. Exchange on less than 10% deposit**

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Although a full 10% deposit is payable by the purchaser, the vendor has agreed to allow the purchaser to exchange the contract on the basis that only part of the deposit is paid at the time of exchange being \$ . The balance of the deposit must be paid by the purchaser to the deposit holder as soon as possible as an earnest that the full price will be paid on completion. The full earnest of 10% of the price will be forfeited in the event that the purchaser fails to complete in accordance with the terms hereof.

Note: The full 10% deposit is to be inserted on the front page of the contract.

**11. Deposit payable during cooling off period**

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If a cooling off period applies to this contract, the purchaser may pay the deposit holder in 2 instalments as follows:

- (a) On or before the date of this contract 0.25% of the agreed purchase price; and
  - (b) In the event of the purchaser proceeding with the purchase on or before 5.00 pm on the fifth business day after the date of this contract a further 9.75% of the agreed purchase price.
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## **12. Sewer Service Diagram**

Notwithstanding Section 4 of the Conveyancing (sale of land) Regulation 2017, the Purchaser acknowledges that the Vendor has made enquires with Hunter Water Corporation (the Authority) and the Sewer Lines Location Diagram (Sewer Service Diagram) annexed to the Contract is the only available diagram. The Purchaser may not make a claim, objection or requisition or delay completion or rescind or terminate this Contract as a result of the Vendor not providing a sewerage infrastructure location diagram or any additional diagrams or information that is not available from the Authority.

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FOLIO: 1/SP93817

SEARCH DATE	TIME	EDITION NO	DATE
22/1/2024	9:19 AM	4	5/10/2021

LAND

LOT 1 IN STRATA PLAN 93817  
AT ABERGLASSLYN  
LOCAL GOVERNMENT AREA MAITLAND

FIRST SCHEDULE

DAVID JOHN GONINAN

(T AK958830)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP93817
- 2 AR487865 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*



FOLIO: CP/SP93817

SEARCH DATE	TIME	EDITION NO	DATE
22/1/2024	9:19 AM	2	1/8/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 93817  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ABERGLASSLYN  
LOCAL GOVERNMENT AREA MAITLAND  
PARISH OF GOSFORTH COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM SP93817

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 93817  
ADDRESS FOR SERVICE OF DOCUMENTS:  
C/- CSTM NEWCASTLE  
1/22 PORTSIDE CRESCENT  
WICKHAM 2293

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 DP1184949 EASEMENT TO DRAIN WATER 1.5 AND 2.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1184949 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
- 5 DP1222050 EASEMENT FOR SERVICES 0.8 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1222050 EASEMENT FOR SUPPORT OF RETAINING WALL 0.3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1222050 EASEMENT FOR SUPPORT OF RETAINING WALL 0.3 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 300)

STRATA PLAN 93817

LOT	ENT	LOT	ENT	LOT	ENT
1	- 100	2	- 100	3	- 100

END OF PAGE 1 - CONTINUED OVER



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

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FOLIO: CP/SP93817

PAGE 2

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NOTATIONS  
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UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

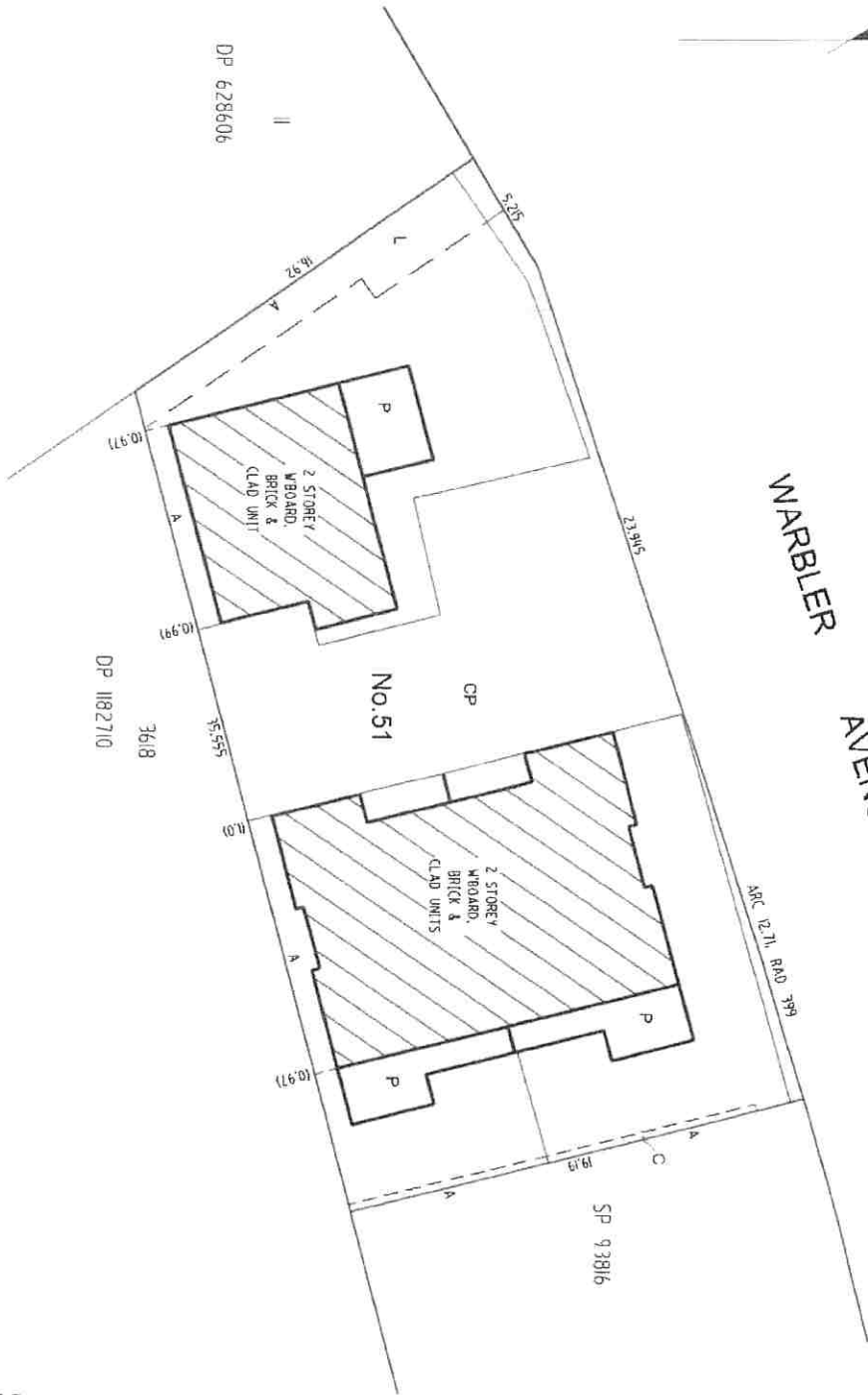
230157

PRINTED ON 22/1/2024

\* 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 1999.

MGA NORTH

WARBLER AVENUE



L - EASEMENT TO DRAIN WATER 1.5 & 2.5 WIDE (DP1184949)  
 C - EASEMENT FOR SUPPORT OF RETAINING WALL 0.3 WIDE (DP1222050)

LOCATION PLAN

P ~ DENOTES COVERED PATIO  
 CP ~ DENOTES COMMON PROPERTY

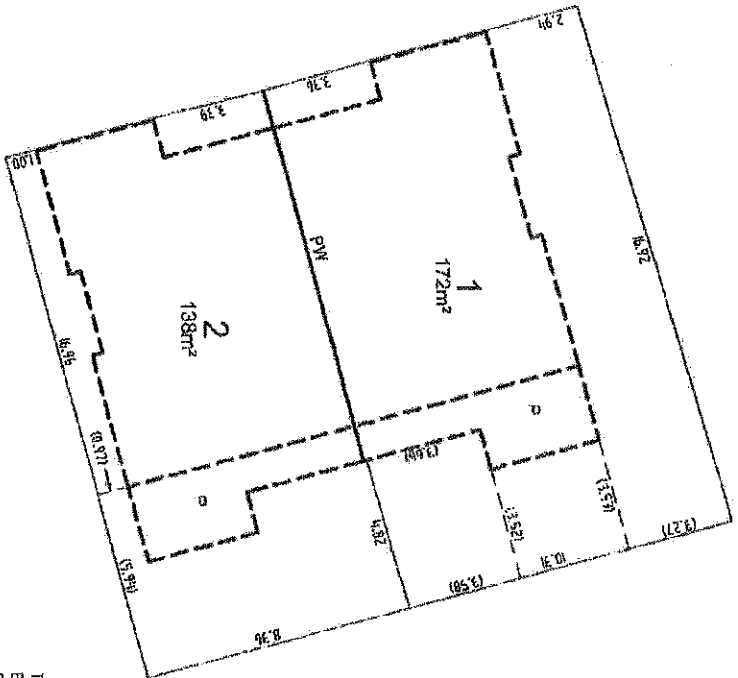
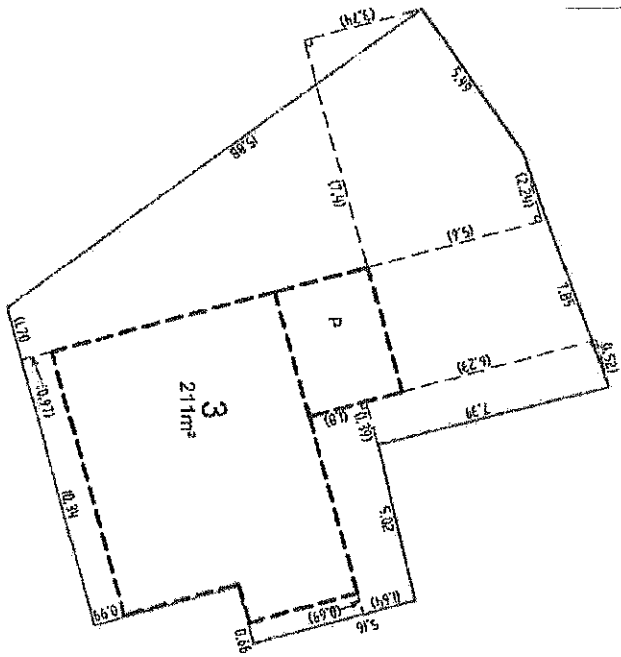
OFFSETS & LINE BOUNDARIES ARE MEASURED PERPENDICULAR FROM FACE OF WALL AND FROM VISIBLE CORNERS OF STRUCTURES UNLESS SHOWN OTHERWISE  
 A-LOT BOUNDARIES ARE COINCIDENTAL WITH THE PARCEL BOUNDARY

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Surveyor: GREGORY JOHN SMITH  
 Surveyors Ref: 32399 STRATA 2  
 Subdivision No: SC 2708  
 LENGTHS ARE IN METRES REDUCTION RATIO 1:200

Registered  
 22.7.2016

SP93817



FLOOR PLAN

P - DENOTES COVERED PATIO  
 PW - DENOTES COMMON PROPERTY  
 COMMON WALL



THE WHOLE OF THE STRUCTURE OF THE BUILDING WITHIN EACH LOT FORMS PART OF THAT LOT AND IS NOT COMMON PROPERTY.

THE STRUTS OF THE LOTS EXTEND BETWEEN 5 BELOW AND 20 ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THE RESPECTIVE ADJOINING UNIT.

THE EXTERNAL FENCING IS COMMON PROPERTY.

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY & ALL COMMON SERVICE LINES ARE COMMON PROPERTY.

THE DRIVEWAY, DRAINAGE LINES, PITS AND STRUCTURES ARE COMMON PROPERTY.

ALL AREAS SHOWN HEREON ARE APPROXIMATE ONLY.

OFFSETS & LINE BOUNDARIES ARE MEASURED PERPENDICULAR FROM FACE OF WALL AND FROM VISIBLE CORNERS OF STRUCTURES UNLESS SHOWN OTHERWISE.

Surveyor: GREGORY JOHN SMITH  
 Surveyors Ref: 32389 STRATA 2  
 Subdivision No: SC 2708

Registered  
 22.7.2016

SP93817

LENGTHS ARE IN METRES. REDUCTION RATIO 1:150




STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheet(s)
<p style="text-align: center;">Office Use Only</p> <p>Registered:  22.7.2016                      Purpose: STRATA PLAN</p>	<h1 style="font-size: 2em; margin: 0;">SP93817</h1>	
<p><b>PLAN OF SUBDIVISION OF LOT 2 DP 1222050</b></p>	<p>LGA: MAITLAND                      Locality: ABERGLASSLYN                      Parish: GOSFORTH                      County: NORTHUMBERLAND</p>	
<p style="text-align: center;">Strata Certificate (Approved Form 5)</p> <p>(1) <del>The Council of</del> .....                      *The Accredited Certifier: <u>GORDON WREN</u>                      Accreditation number: <u>SPB 0447</u>                      has made the required inspections and is satisfied that the requirements of;                      *(a) Section 37 or 37A <del>Strata Schemes (Freehold Development) Act 1973</del> and clause 29A <del>Strata Schemes (Freehold Development) Regulation 2012</del>,  <del>*(b) Section 66 or 66A <del>Strata Schemes (Leasehold Development) Act 1986</del> and clause 30A of the <del>Strata Schemes (Leasehold Development) Regulation 2012</del>,</del>                      have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.</p> <p>(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.</p> <p><del>*(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.</del></p> <p>(4) The building encroaches on a public place and;                      *(a) The Council does not object to the encroachment of the building beyond the alignment of .....                      .....                      *(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.</p> <p>(5) This approval is given on the condition that lot(s) ^..... are created as utility lots in accordance with section 39 of the <del>Strata Schemes (Freehold Development) Act 1973</del> or section 68 of the <del>Strata Schemes (Leasehold Development) Act 1986</del>.</p> <p>Date: <u>24th JUNE 2016</u>                      Subdivision number: <u>SC 2708</u>                      Relevant Development Consent number: <u>15-1245</u>                      Issued by: <u>MAITLAND COUNCIL</u>                      Signature:                       Authorised Person (General Manager/Accredited Certifier)</p> <p>* Strike through if inapplicable.                      ^ Insert lot numbers of proposed utility lots.</p>	<p>Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)</p> <p><b>The Owners – Strata Plan No SP93817</b>                      51 Warbler Avenue, Aberglasslyn NSW 2320</p> <p>The adopted by-laws for the scheme are:                      * ^ RESIDENTIAL Model By-laws                      * together with, Keeping of animals:                      * By-laws in <u>3</u> sheets filed with plan.                      * Strike through if inapplicable                      ^ Insert the type to be adopted (Schedules 2 - 7 <i>Strata Schemes Management Regulation 2010</i>)</p>	
<p style="text-align: center;">Surveyor's Certificate (Approved Form 3)</p> <p>I, <b>GREGORY JOHN SMITH</b>                      of <b>Daly.Smith</b> PTY LTD, PO BOX 204 MORISSET 2264.a                      surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, hereby certify that:</p> <p>(1) Each applicable requirement of                      * Schedule 1A of the <i>Strata Schemes (Freehold Development) Act 1973</i> has been met                      ^ Schedule 1A of the <i>Strata Schemes (Leasehold Development) Act 1986</i> has been met;</p> <p><del>*(2) *(a) The building encroaches on a public place;                      *(b) The building encroaches on land (other than a public place), and an appropriate easement has been created by ^..... to permit the encroachment to remain.</del></p> <p>*(3) The survey information recorded in the accompanying location plan is accurate.</p> <p>Signature:                       Date: <b>21/06/2016</b></p> <p>* Strike through if inapplicable.                      ^ Insert the deposited plan number or dealing number of the instrument that created the easement</p>	<p>SURVEYOR'S REFERENCE:  <b>32399 STRATA 2</b></p>	
<p>Signatures, Seals and Section 88B Statements should appear on STRATA PLAN FORM 3A</p>		

STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)


Office Use Only Registered:  22.7.2016 PLAN OF SUBDIVISION OF LOT 2 DP 1222050	Office Use Only <div style="text-align: center; font-size: 2em; font-weight: bold;">SP93817</div> This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>• A Schedule of Unit Entitlements.</li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>.</li> <li>• Signatures and seals - see 196D <i>Conveyancing Act 1919</i>.</li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
Subdivision Certificate number: <u>SC2708</u> Date of endorsement: <u>24<sup>th</sup> JUNE 2016</u>	

SCHEDULE OF UNIT ENTITLEMENT	
LOT	UNIT ENTITLEMENT
1	100
2	100
3	100
TOTAL	300

Executed on behalf of W&R DESIGN (ABERGLASSLYN) PTY LTD ACN 168 231 043 by resolution of the Board of Directors in the presence of:

x   
 COLIN MATHEW WALLACE  
 Sole Director / Secretary

  
 Nick Roach  
 Senior Relationship Manager

Signed on behalf of Westpac Banking Corporation  
 by it's attorney(s) under power of attorney dated  
 17 January 2011 Registered Book 4299 No 332 in  
 the presence:  
 Witness: \_\_\_\_\_ Attorney: 

By executing the document the attorney(s) states  
 that they have received no notice of revocation  
 of the power of attorney.

ST GEORGE CORPORATE BANK  
 LEVEL 1  
 CNR WHARF ROAD AND  
 MEREWETHER STREET  
 NEWCASTLE  
 NSW 2300

Darren Nichols  
 Account Manager

If space is insufficient use additional annexure sheet.

Surveyor's Reference: 32399 STRATA 2

# SP93817

## Approved Form 27 By-Laws

Instrument setting out the terms of by-laws to be created upon registration of the strata plan.

It is intended to adopt residential model by laws with keeping of animals option B. Together with the following by-laws:

### 23 Hunter Water Corporation

(1) In this by-law the following provisions apply:-

**Accessible** means the unfettered and unencumbered ability of Hunter Water to access the master meter and the Sub meters for reading and recording purposes.

**Automated Meter Reading** means the system to be developed by Hunter Water for implementation in the future as another means of reading meters.

**Common Property** has the same meaning as in the Strata Schemes Management Act 1996 (NSW).

**Hunter Water** means Hunter Water Corporation, a public authority within the meaning given to that term in the Strata Schemes Management Act 1996 (NSW) and a State Owned Corporation Act 1991 (NSW) its successors and assigns.

**Hunter Water Design Criteria** means the Hunter Water design criteria as varied from time to time.

**Lot** has the same meaning as in the Strata Schemes (Freehold Development) Act 1973 (NSW).

**Occupier** means any person in lawful occupation of the lot.

**Owner** means the registered proprietor for the time being of any Lot, their successors and assigns.

**Owners Corporation** means a corporation constituted under section 11 of the Strata Schemes Management Act 1996 (NSW).

**Sub meter** means the sub meter installed for each Lot to records the amount of water used by each Owner or Occupier.

(2) All Owners and Occupiers of Lots must:-

- a) Ensure all water connections (including the water meter assembly) are approved by Hunter Water and are installed in accordance with Hunter Water Design Criteria and ensure that all water connections including the water meter assembly are repaired and maintained at the sole expense of the Owner as required by Hunter Water (acting reasonably) from time to time;



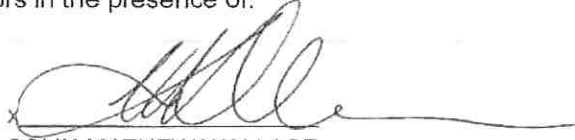
# SP93817

- b) Modify the water meter assembly when necessary or required to do so by Hunter Water to comply with Hunter Water Design Criteria;
  - c) Ensure the water meter assembly is situated as close as possible to the street boundary of the Lot or in an accessible location on the Common Property and is Accessible at all times;
  - d) Ensure that the water meter assembly is not installed behind fences or in an enclosed area or confined space;
  - e) Ensure that the position of the water meter assembly minimises the risk of harm to Hunter Water employees/contractors. This includes the hazards such as pets, overgrown vegetation or any other obstruction in the vicinity of the water meter which would prevent safe access to the meter for reading and maintenance;
  - f) Pay any account raised by Hunter Water from a reading of the Sub meter, in accordance with Hunter Water's Customer Contract;
  - g) Comply with any request by Hunter Water to upgrade the water meter assembly to enable Hunter Water to implement Automated Meter Reading, promptly when requested to do so;
  - h) When requested to do so by either the Owners Corporation or Hunter Water, promptly provide access to any water meter or associated water equipment situated within the Lot to Hunter Water's authorised personnel or personnel authorised by the Owners Corporation to allow those personnel to read any water meter, inspect all water connections including the water meter assembly and, if reasonably required by Hunter Water and subject to the Owner's obligations under paragraph (a) above carry out repair and maintenance work upon those items.
- (3) Either the Owners Corporation or Hunter Water may give a notice to the Owner or Occupier of a Lot requiring the Owner or Occupier to comply with the terms of this by-law. If any Owner or Occupier fails to comply with any requirement relating to access to the Lot or any part of the Lot or repair and maintenance of the Hunter Water meter, the meter assembly or any water equipment within a reasonable time after receipt of a notice requiring compliance, the Owners Corporation or Hunter Water may take such steps as may be reasonable to secure such access or to carry out the relevant repair and maintenance at the expense of the Owner or Occupier of the Lot.

# SP93817

## Executions

Executed on behalf of **W&R DESIGN (ABERGLASSLYN) PTY LTD** ACN 168 231 043 by resolution of the Board of Directors in the presence of:

  
COLIN MATHEW WALLACE  
Sole Director/secretary



Nick Roach  
Senior Relationship Manager

ST GEORGE CORPORATE BANK  
LEVEL 1  
CNR WHARF ROAD AND  
MEREWETHER STREET  
NEWCASTLE  
NSW 2300

Signed on behalf of Westpac Banking Corporation  
by its attorney(s) under power of attorney dated  
17 January 2011 Registered Book 4299 No 332 in  
the presence:

Witness:

Attorney:



By executing the document the attorney(s) states  
that they have received no notice of revocation  
of the power of attorney.

Darren Nichols  
Account Manager

REGISTERED



22.7.2016

# SP93817

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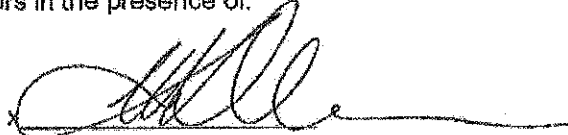
# SP93817

- b) Modify the water meter assembly when necessary or required to do so by Hunter Water to comply with Hunter Water Design Criteria;
  - c) Ensure the water meter assembly is situated as close as possible to the street boundary of the Lot or in an accessible location on the Common Property and is Accessible at all times;
  - d) Ensure that the water meter assembly is not installed behind fences or in an enclosed area or confined space;
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  - f) Pay any account raised by Hunter Water from a reading of the Sub meter, in accordance with Hunter Water's Customer Contract;
  - g) Comply with any request by Hunter Water to upgrade the water meter assembly to enable Hunter Water to implement Automated Meter Reading, promptly when requested to do so;
  - h) When requested to do so by either the Owners Corporation or Hunter Water, promptly provide access to any water meter or associated water equipment situated within the Lot to Hunter Water's authorised personnel or personnel authorised by the Owners Corporation to allow those personnel to read any water meter, inspect all water connections including the water meter assembly and, if reasonably required by Hunter Water and subject to the Owner's obligations under paragraph (a) above carry out repair and maintenance work upon those items.
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# SP93817

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COLIN MATHEW WALLACE  
Sole Director/Secretary



Nick Roach  
Senior Relationship Manager

**ST GEORGE CORPORATE BANK  
LEVEL 1  
CNR WHARF ROAD AND  
MEREWETHER STREET  
NEWCASTLE  
NSW 2300**

Signed on behalf of Westpac Banking Corporation  
by its attorney(s) under power of attorney dated  
17 January 2011 Registered Book 4299 No 332 in  
the presence:  
Witness: Attorney: 

By executing the document the attorney(s) states  
that they have received no notice of revocation  
of the power of attorney.

Darren Nichols  
Account Manager

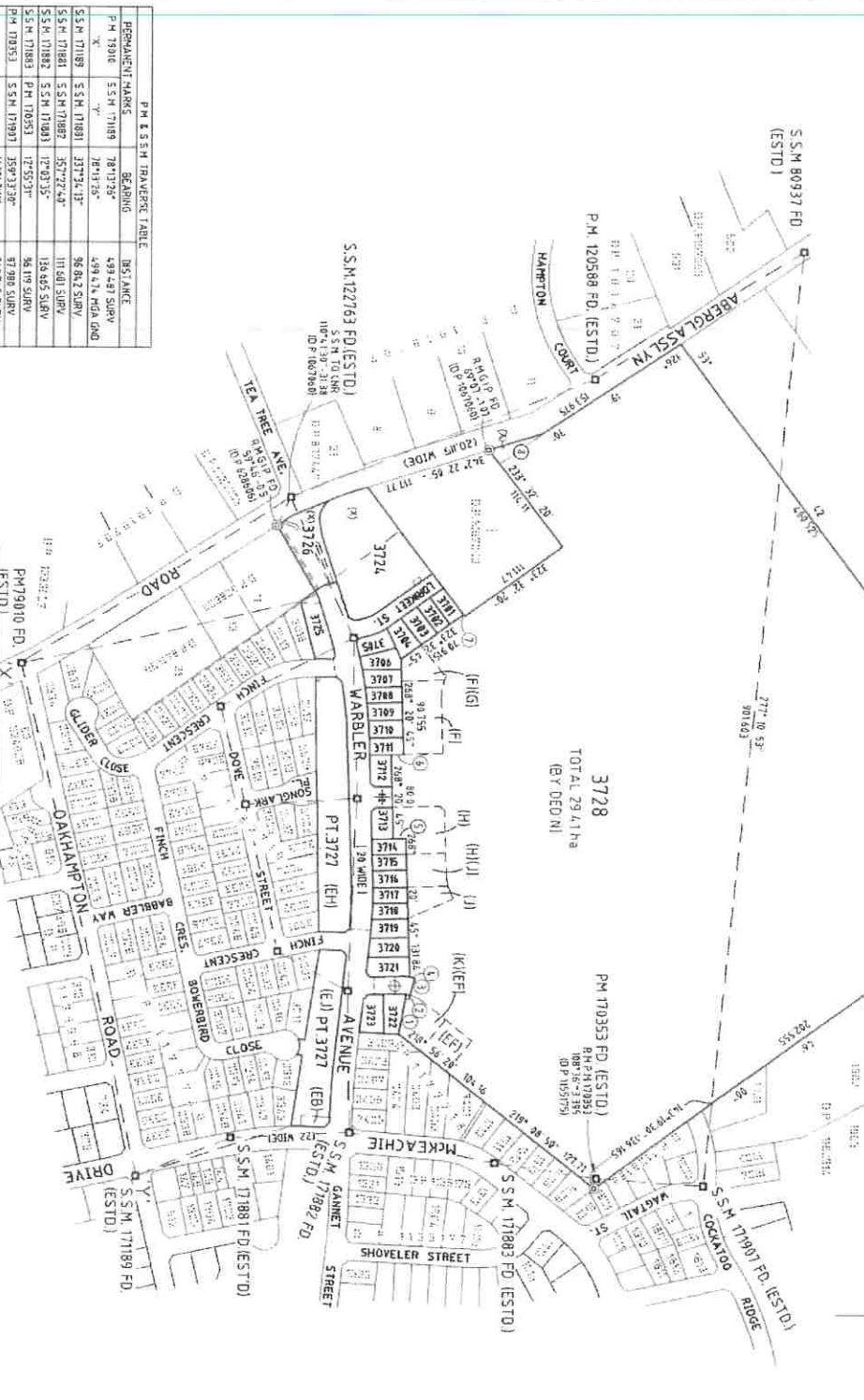
REGISTERED



22.7.2016

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	ORIGIN
PM 79010	462 825.394	6 281 243.601	A	1	SCHEMS	SCHEMS
S.M. 80937	362 271.878	6 281 976.686	A	1	SCHEMS	SCHEMS
PM 120588	362 556.82	6 281 761.31	D	1	SCHEMS	SCHEMS
S.M. 127163	362 666.938	6 281 478.819	B	7	SCHEMS	SCHEMS
PM 170951	362 322.772	6 281 766.439	C	3	SCHEMS	SCHEMS
S.M. 171881	363 316.298	6 281 135.187	C	3	SCHEMS	SCHEMS
S.M. 171882	363 272.220	6 281 428.279	C	3	SCHEMS	SCHEMS
S.M. 171883	363 300.711	6 281 526.74	C	3	SCHEMS	SCHEMS
S.M. 171887	363 315.520	6 281 462.000	C	3	SCHEMS	SCHEMS
S.M. 171831	363 102.52	6 281 468.81	C	3	SCHEMS	SCHEMS
S.M. 171836	362 783.74	6 281 535.98	C	N/A	FOUND	FOUND
S.M. 171837	362 854.28	6 281 433.85	C	N/A	FOUND	FOUND
S.M. 171838	362 954.45	6 281 417.17	C	N/A	FOUND	FOUND
S.M. 171839	362 800.84	6 281 543.78	C	N/A	FOUND	FOUND
S.M. 171840	362 800.84	6 281 539.45	C	N/A	FOUND	FOUND

NSW GOVERNMENT'S ADAPTED FROM SCHEMS AS AT 13TH JANUARY 2014  
 COMBINED SCALE PLAN ON 0.9/10000 (2000:1)



SHORT LINE AND ARC TABLE

LINE BEARING	DISTANCE	ARC	RADIUS
1	260.2105	38.515	3.05
2	111.815	3.3	31.5
3	326.14836	17	4.25
4	192.9040	4.62	4.83
5	178.2045	17	-
6	358.2045	17	-
7	53.2728	1.98	-
8	24.2728	5.195	-

PM 8.5M TRAVERSE TABLE

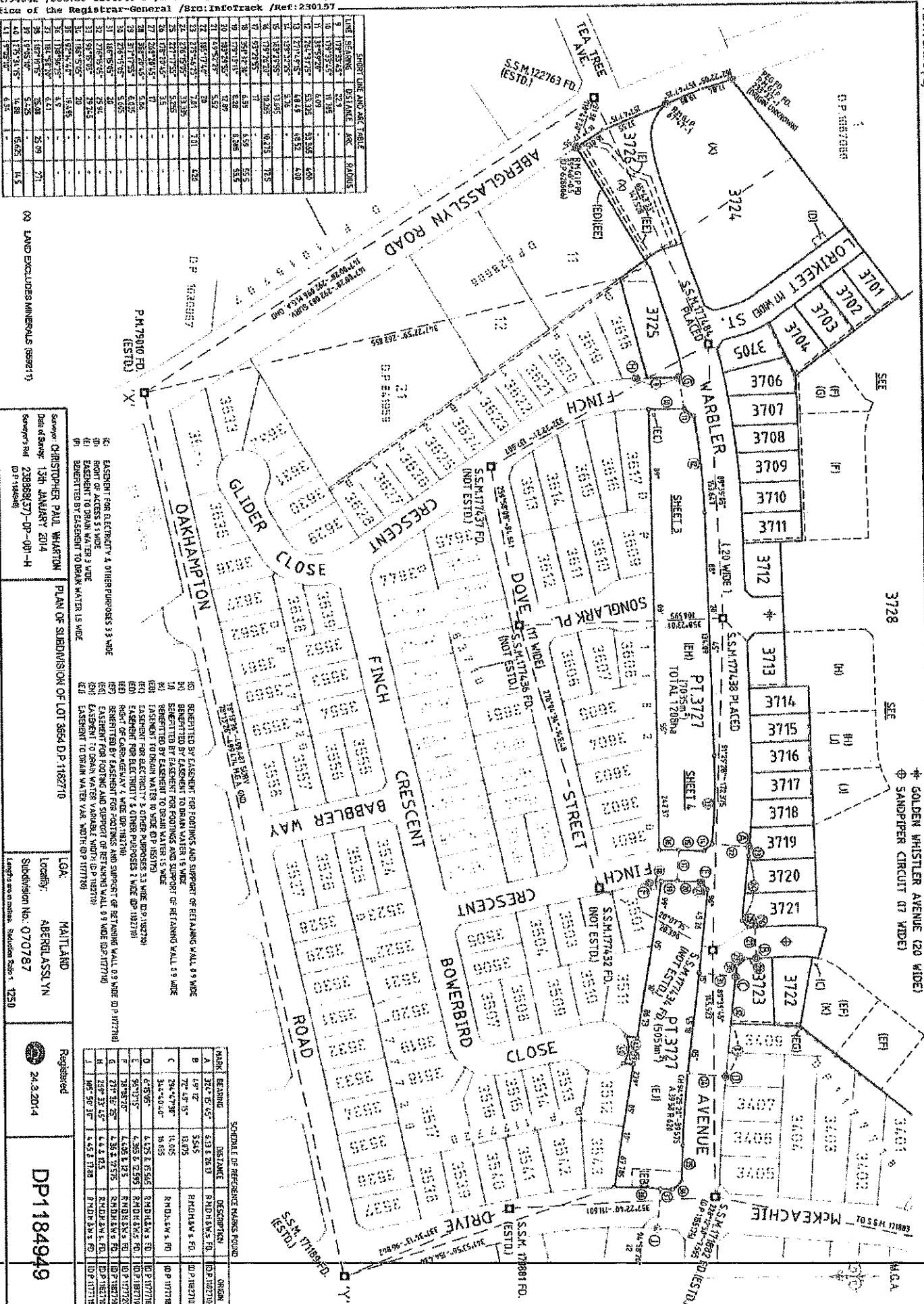
REQUIREMENT MARKS	BEARING	BEARING	BEARING
7-M 17910	S 53°N 17189	78°13'29"	439.48 SURV
7-M 17911	S 53°N 17189	78°13'29"	439.48 SURV
S.M. 17189	S 53°N 17189	33°7'4.13"	96.82 SURV
S.M. 171881	S 53°N 171882	35°7'27.42"	111.81 SURV
S.M. 171882	S 53°N 171883	12°0'31.5"	136.65 SURV
S.M. 171883	PM 170951	12°55.31"	96.19 SURV
PM 170951	S.M. 171891	35°9'13.30"	87.80 SURV
S.M. 80937	PM 120588	144°44.31"	349.72 SURV
PM 120588	S.M. 127163	158°47.57"	303.24 SURV
S.M. 127163	PM 17910	147°30.28"	292.38 SURV

Surveyor CHRISTOPHER PAUL HARTON  
 Date of Survey 13th JANUARY 2014  
 Subdivision No. DP1184949  
 LGA: MATILAND  
 Locality: ABERGLASSLYN  
 Registered 24.3.2014  
 DP1184949

⊕ GOLDEN WHISTLER AVENUE (20 WIDE)  
 ⊕ SANDPIPER CIRCUIT (17 WIDE)

Req:R794542 /Doc:DP 1104949 P /Rev:25-Mar-2014 /NSW LRS /Pgs:ALL /Prt:22-Jan-2024 09:21 /Seq:2 of 8

Office of the Registrar-General /Scc:InfoTrack /Ref:230157



SHORT LINE AND ARC TABLE

LINE	BEARING	DISTANCE	ARC	RADIUS
1	179°32'42"	12.2	-	-
2	179°32'42"	12.2	-	-
3	179°32'42"	12.2	-	-
4	179°32'42"	12.2	-	-
5	179°32'42"	12.2	-	-
6	179°32'42"	12.2	-	-
7	179°32'42"	12.2	-	-
8	179°32'42"	12.2	-	-
9	179°32'42"	12.2	-	-
10	179°32'42"	12.2	-	-
11	179°32'42"	12.2	-	-
12	179°32'42"	12.2	-	-
13	179°32'42"	12.2	-	-
14	179°32'42"	12.2	-	-
15	179°32'42"	12.2	-	-
16	179°32'42"	12.2	-	-
17	179°32'42"	12.2	-	-
18	179°32'42"	12.2	-	-
19	179°32'42"	12.2	-	-
20	179°32'42"	12.2	-	-
21	179°32'42"	12.2	-	-
22	179°32'42"	12.2	-	-
23	179°32'42"	12.2	-	-
24	179°32'42"	12.2	-	-
25	179°32'42"	12.2	-	-
26	179°32'42"	12.2	-	-
27	179°32'42"	12.2	-	-
28	179°32'42"	12.2	-	-
29	179°32'42"	12.2	-	-
30	179°32'42"	12.2	-	-
31	179°32'42"	12.2	-	-
32	179°32'42"	12.2	-	-
33	179°32'42"	12.2	-	-
34	179°32'42"	12.2	-	-
35	179°32'42"	12.2	-	-
36	179°32'42"	12.2	-	-
37	179°32'42"	12.2	-	-
38	179°32'42"	12.2	-	-
39	179°32'42"	12.2	-	-
40	179°32'42"	12.2	-	-
41	179°32'42"	12.2	-	-
42	179°32'42"	12.2	-	-
43	179°32'42"	12.2	-	-
44	179°32'42"	12.2	-	-
45	179°32'42"	12.2	-	-
46	179°32'42"	12.2	-	-
47	179°32'42"	12.2	-	-
48	179°32'42"	12.2	-	-
49	179°32'42"	12.2	-	-
50	179°32'42"	12.2	-	-
51	179°32'42"	12.2	-	-
52	179°32'42"	12.2	-	-
53	179°32'42"	12.2	-	-
54	179°32'42"	12.2	-	-
55	179°32'42"	12.2	-	-
56	179°32'42"	12.2	-	-
57	179°32'42"	12.2	-	-
58	179°32'42"	12.2	-	-
59	179°32'42"	12.2	-	-
60	179°32'42"	12.2	-	-
61	179°32'42"	12.2	-	-
62	179°32'42"	12.2	-	-
63	179°32'42"	12.2	-	-
64	179°32'42"	12.2	-	-
65	179°32'42"	12.2	-	-
66	179°32'42"	12.2	-	-
67	179°32'42"	12.2	-	-
68	179°32'42"	12.2	-	-
69	179°32'42"	12.2	-	-
70	179°32'42"	12.2	-	-
71	179°32'42"	12.2	-	-
72	179°32'42"	12.2	-	-
73	179°32'42"	12.2	-	-
74	179°32'42"	12.2	-	-
75	179°32'42"	12.2	-	-
76	179°32'42"	12.2	-	-
77	179°32'42"	12.2	-	-
78	179°32'42"	12.2	-	-
79	179°32'42"	12.2	-	-
80	179°32'42"	12.2	-	-
81	179°32'42"	12.2	-	-
82	179°32'42"	12.2	-	-
83	179°32'42"	12.2	-	-
84	179°32'42"	12.2	-	-
85	179°32'42"	12.2	-	-
86	179°32'42"	12.2	-	-
87	179°32'42"	12.2	-	-
88	179°32'42"	12.2	-	-
89	179°32'42"	12.2	-	-
90	179°32'42"	12.2	-	-
91	179°32'42"	12.2	-	-
92	179°32'42"	12.2	-	-
93	179°32'42"	12.2	-	-
94	179°32'42"	12.2	-	-
95	179°32'42"	12.2	-	-
96	179°32'42"	12.2	-	-
97	179°32'42"	12.2	-	-
98	179°32'42"	12.2	-	-
99	179°32'42"	12.2	-	-
100	179°32'42"	12.2	-	-

LAND EXCLUDES MINERALS (S59211)

Surveyor: CHRISTOPHER PAUL WHARTON  
Date of Survey: 13th JANUARY 2014  
Surveyor's Ref: 23868157-DP-001-H  
DP 184949

PLAN OF SUBDIVISION OF LOT 3664 DP 182770

LSGA: MAITLAND  
Locality: ABERGLASSLYN  
Subdivision No: 070787  
Lengths in metres. Nearest 1: 1250

Registered  
24.3.2014

DP184949

- 10. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 33 WIDE
- 11. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 33 WIDE
- 12. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 33 WIDE
- 13. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 33 WIDE
- 14. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 33 WIDE
- 15. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 33 WIDE
- 16. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 33 WIDE
- 17. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 33 WIDE
- 18. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 33 WIDE
- 19. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 33 WIDE
- 20. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 33 WIDE
- 21. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 33 WIDE
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- 23. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 33 WIDE
- 24. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 33 WIDE
- 25. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 33 WIDE
- 26. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 33 WIDE
- 27. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 33 WIDE
- 28. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 33 WIDE
- 29. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 33 WIDE
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- 97. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 33 WIDE
- 98. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 33 WIDE
- 99. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 33 WIDE
- 100. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 33 WIDE

SCHEDULE OF REFERENCE MARKS POINTS

MARK	BEARING	DISTANCE	DESCRIPTION	ORIGIN
A	337° 05' 05"	5.545	IRON PEG	DP 182770
B	72° 47' 15"	18.025	IRON PEG	DP 182770
C	340° 01' 05"	18.025	IRON PEG	DP 182770
D	0° 00' 00"	4.525	IRON PEG	DP 182770
E	340° 01' 05"	18.025	IRON PEG	DP 182770
F	337° 05' 05"	5.545	IRON PEG	DP 182770
G	337° 05' 05"	5.545	IRON PEG	DP 182770
H	337° 05' 05"	5.545	IRON PEG	DP 182770
I	337° 05' 05"	5.545	IRON PEG	DP 182770



M.G.A.

LINE	BEARING	DISTANCE	AREA	RADIUS
1	124°42'05"	15.51	5.435	4.0
2	145°45'40"	9.18	-	-
3	79°27'48"	5.8	-	-
4	152°13'05"	4.865	-	-
5	120°03'55"	19.975	19.91	95
6	108°08'15"	16.7	17.2	28.5
7	117°08'20"	4.965	-	-
8	125°38'40"	4.89	4.09	57
9	134°47'30"	18.1	18.175	57
10	145°55'40"	8.71	-	-
11	120°53'05"	5.955	-	-
12	75°02'05"	13.47	13.47	4.28
13	75°04'40"	12.83	12.81	4.28
14	75°04'40"	12.83	12.81	4.28
15	75°04'40"	12.83	12.81	4.28
16	75°04'40"	12.83	12.81	4.28
17	75°04'40"	12.83	12.81	4.28
18	75°04'40"	12.83	12.81	4.28
19	75°04'40"	12.83	12.81	4.28
20	75°04'40"	12.83	12.81	4.28
21	75°04'40"	12.83	12.81	4.28
22	75°04'40"	12.83	12.81	4.28
23	75°04'40"	12.83	12.81	4.28
24	75°04'40"	12.83	12.81	4.28
25	75°04'40"	12.83	12.81	4.28
26	75°04'40"	12.83	12.81	4.28
27	75°04'40"	12.83	12.81	4.28
28	75°04'40"	12.83	12.81	4.28
29	75°04'40"	12.83	12.81	4.28
30	75°04'40"	12.83	12.81	4.28
31	75°04'40"	12.83	12.81	4.28
32	75°04'40"	12.83	12.81	4.28
33	75°04'40"	12.83	12.81	4.28
34	75°04'40"	12.83	12.81	4.28
35	75°04'40"	12.83	12.81	4.28
36	75°04'40"	12.83	12.81	4.28
37	75°04'40"	12.83	12.81	4.28
38	75°04'40"	12.83	12.81	4.28
39	75°04'40"	12.83	12.81	4.28
40	75°04'40"	12.83	12.81	4.28
41	75°04'40"	12.83	12.81	4.28
42	75°04'40"	12.83	12.81	4.28

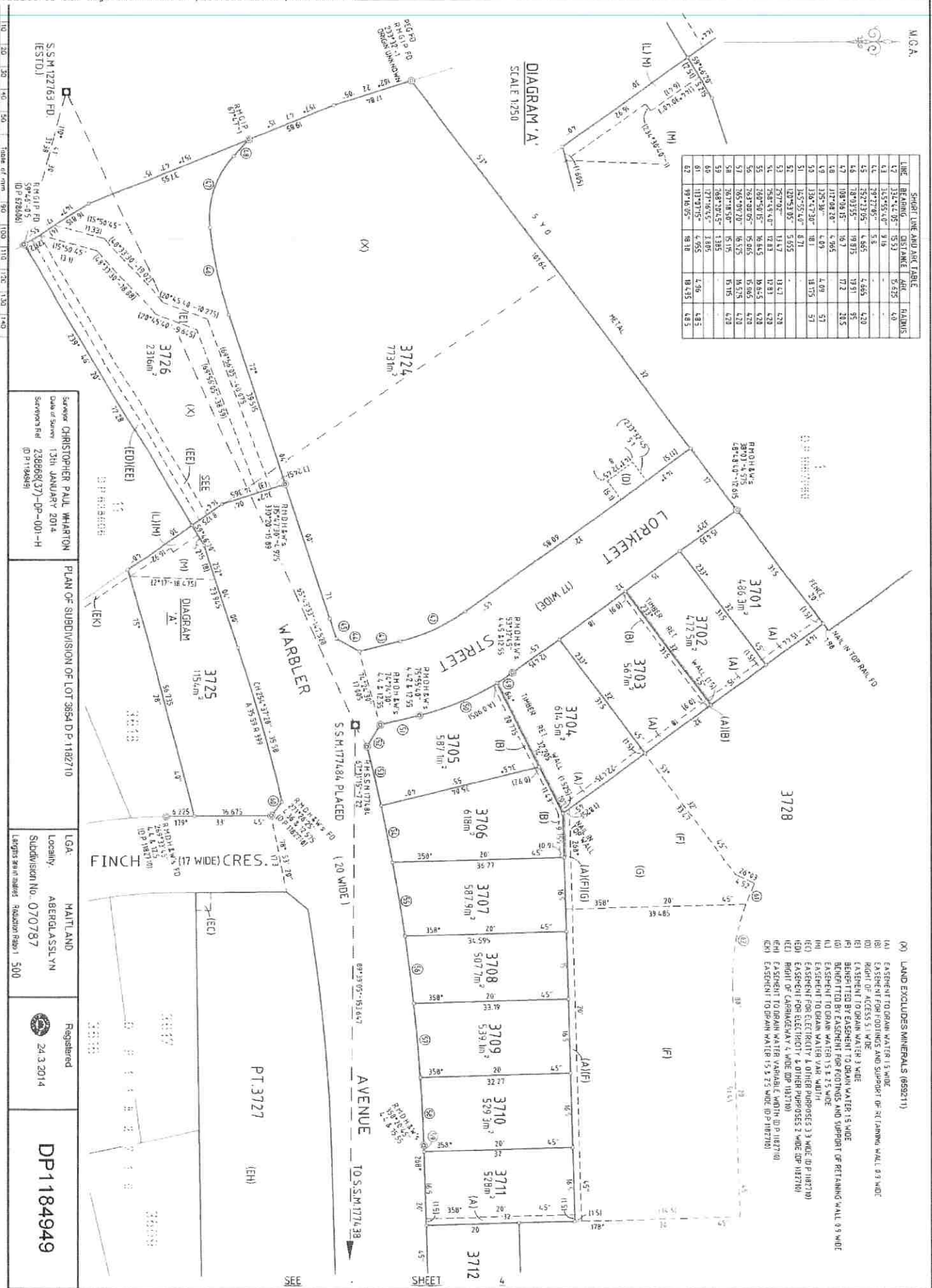


DIAGRAM 'A'  
SCALE 1:250

- (X) LAND EXCLUDES MINERALS (6592711)
- (A) EASTMENT TO GRAB WATER 1.5 WIDE
- (B) EASTMENT FOR FOOTINGS AND SUPPORT OR RETAINING WALL 0.9 WIDE
- (C) RIGHT OF ACCESS 1.5 WIDE
- (D) BOUNDARY OF ACCESS 1.5 WIDE
- (E) BOUNDARY OF EASTMENT FOR FOOTINGS AND SUPPORT OR RETAINING WALL 0.9 WIDE
- (F) EASTMENT TO GRAB WATER 1.5 WIDE
- (G) EASTMENT FOR ELECTRICITY & OTHER PURPOSES 3.3 WIDE (DP 1182710)
- (H) EASTMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE (DP 1182710)
- (I) RIGHT OF CARAVANWAY 4 WIDE (DP 1182710)
- (J) EASTMENT TO GRAB WATER 1.5 WIDE (DP 1182710)
- (K) EASTMENT TO GRAB WATER 1.5 WIDE (DP 1182710)

Surveyor CHRISTOPHER PAUL WARTON  
 Date of Survey 13th JANUARY 2014  
 Subdivision File 23866837-DP-001-H  
 Survey File DP1184949

PLAN OF SUBDIVISION OF LOT 3854 D.P. 1182710

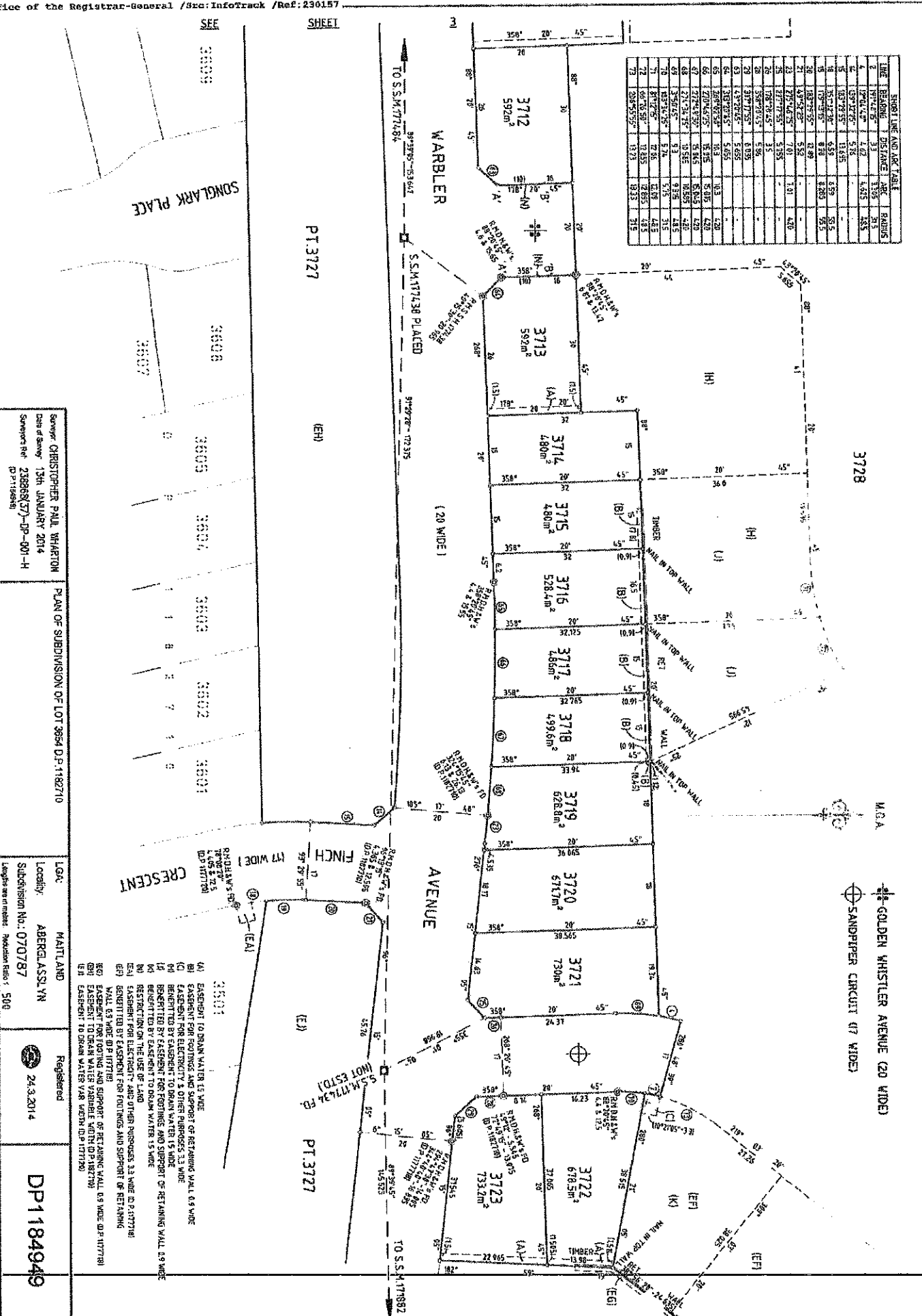
LGA HALT AND  
 Locality ABERGLASSLYN  
 Subdivision No. 070787  
 Lengths shown in metres Station 1500

Registered  
 24.3.2014

DP1184949

100 200 300 400 500 600 700 800 900 1000 1100 1200 1300 1400  
 Scale of mm

LINE	BEARING	DISTANCE	ARC	RADIUS
1	N71°21'55"W	3.1	1365	37.5
2	N71°21'55"W	4.22	1365	128.5
3	S89°29'55"W	5.75	-	-
4	S89°29'55"W	11.45	-	-
5	S89°29'55"W	6.9	529	50.5
6	S89°29'55"W	8.2	285	95.5
7	S89°29'55"W	12.99	-	-
8	S89°29'55"W	5.92	-	-
9	S89°29'55"W	7.01	1.01	420
10	S89°29'55"W	5.75	-	-
11	S89°29'55"W	3.1	-	-
12	S89°29'55"W	3.1	-	-
13	S89°29'55"W	3.1	-	-
14	S89°29'55"W	3.1	-	-
15	S89°29'55"W	3.1	-	-
16	S89°29'55"W	3.1	-	-
17	S89°29'55"W	3.1	-	-
18	S89°29'55"W	3.1	-	-
19	S89°29'55"W	3.1	-	-
20	S89°29'55"W	3.1	-	-
21	S89°29'55"W	3.1	-	-
22	S89°29'55"W	3.1	-	-
23	S89°29'55"W	3.1	-	-
24	S89°29'55"W	3.1	-	-
25	S89°29'55"W	3.1	-	-
26	S89°29'55"W	3.1	-	-
27	S89°29'55"W	3.1	-	-
28	S89°29'55"W	3.1	-	-
29	S89°29'55"W	3.1	-	-
30	S89°29'55"W	3.1	-	-
31	S89°29'55"W	3.1	-	-
32	S89°29'55"W	3.1	-	-
33	S89°29'55"W	3.1	-	-
34	S89°29'55"W	3.1	-	-
35	S89°29'55"W	3.1	-	-
36	S89°29'55"W	3.1	-	-
37	S89°29'55"W	3.1	-	-
38	S89°29'55"W	3.1	-	-
39	S89°29'55"W	3.1	-	-
40	S89°29'55"W	3.1	-	-
41	S89°29'55"W	3.1	-	-
42	S89°29'55"W	3.1	-	-
43	S89°29'55"W	3.1	-	-
44	S89°29'55"W	3.1	-	-
45	S89°29'55"W	3.1	-	-
46	S89°29'55"W	3.1	-	-
47	S89°29'55"W	3.1	-	-
48	S89°29'55"W	3.1	-	-
49	S89°29'55"W	3.1	-	-
50	S89°29'55"W	3.1	-	-
51	S89°29'55"W	3.1	-	-
52	S89°29'55"W	3.1	-	-
53	S89°29'55"W	3.1	-	-
54	S89°29'55"W	3.1	-	-
55	S89°29'55"W	3.1	-	-
56	S89°29'55"W	3.1	-	-
57	S89°29'55"W	3.1	-	-
58	S89°29'55"W	3.1	-	-
59	S89°29'55"W	3.1	-	-
60	S89°29'55"W	3.1	-	-
61	S89°29'55"W	3.1	-	-
62	S89°29'55"W	3.1	-	-
63	S89°29'55"W	3.1	-	-
64	S89°29'55"W	3.1	-	-
65	S89°29'55"W	3.1	-	-
66	S89°29'55"W	3.1	-	-
67	S89°29'55"W	3.1	-	-
68	S89°29'55"W	3.1	-	-
69	S89°29'55"W	3.1	-	-
70	S89°29'55"W	3.1	-	-
71	S89°29'55"W	3.1	-	-
72	S89°29'55"W	3.1	-	-
73	S89°29'55"W	3.1	-	-




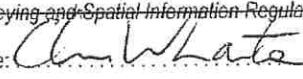

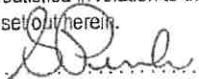
- (A) EASEMENT TO DRAIN WATER 15 WIDE
- (B) EASEMENT FOR FOOTINGS AND SUPPORT OF RETAINING WALL 0.9 WIDE
- (C) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.3 WIDE
- (D) BENEFITED BY EASEMENT TO DRAIN WATER 15 WIDE
- (E) BENEFITED BY EASEMENT FOR FOOTINGS AND SUPPORT OF RETAINING WALL 0.9 WIDE
- (F) RESTRICTED BY EASEMENT TO DRAIN WATER 15 WIDE
- (G) RESTRICTED BY THE USE OF LAND FOR OTHER PURPOSES 3.3 WIDE TO P.1172701
- (H) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE TO P.1172701
- (I) EASEMENT FOR FOOTINGS AND SUPPORT OF RETAINING WALL 0.9 WIDE TO P.1172701
- (J) EASEMENT TO DRAIN WATER VARIABLE WIDTH TO P.1172701
- (K) EASEMENT TO DRAIN WATER 15 WIDE TO P.1172701

Surveyor: CHRISTOPHER PAUL WHARTON  
 Date of Survey: 13th JANUARY 2014  
 Surveyor Ref: 21886857-DP-001-H  
 DP 1184949

PLAN OF SUBDIVISION OF LOT 3694 D.P.1182710

LOCALITY: MAITLAND ABERGASSLYN  
 Registered  
 24.3.2014  
 DP1184949

SEE SHEET  
 3606  
 3608  
 3607  
 3605  
 3604  
 3603  
 3602  
 3601

DEPOSITED PLAN ADMINISTRATION SHEET		SHEET 1 OF 4 SHEET(S)
<p>Registered:  24.3.2014</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <h1 style="margin: 0;">DP1184949</h1> <p>Office Use Only</p>	
<p><b>PLAN OF SUBDIVISION OF LOT 3654</b> <b>D.P.1182710</b></p>	<p>LGA: MAITLAND</p> <p>Locality: ABERGLASSLYN</p> <p>Parish: GOSFORTH</p> <p>County: NORTHUMBERLAND</p>	
<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, CHRISTOPHER PAUL WHARTON of ADW JOHNSON PTY LIMITED 7/335 HILLSBOROUGH ROAD, WARNERS BAY, NSW 2282 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><del>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on .....</del></p> <p>*(b) The part of the land shown in the plan (*being/*excluding ^ ..... LOT 3728 ..... ) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 13th JANUARY 2014, the part not surveyed was compiled in accordance with that Regulation.</p> <p><del>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</del></p> <p>Signature:  Dated: 5/3/2014</p> <p>Surveyor ID: 8235</p> <p>Datum Line: 'X'-'Y'</p> <p>Type: *Urban/*Rural-</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous-</p> <p>*Strike through if inapplicable.</p> <p>*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	
<p style="text-align: center;">Subdivision Certificate</p> <p>I,  Stephen Punch</p> <p>*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:  .....</p> <p>Accreditation number: .....</p> <p>Consent Authority: Maitland City Council</p> <p>Date of endorsement: 5.3.14</p> <p>Subdivision Certificate number: 070787</p> <p>File number: DA07 0787</p> <p>*Strike through if inapplicable.</p>	<p>Plans used in the preparation of this survey / compilation</p> <p>D.P.628606</p> <p>D.P.1067060</p> <p>D.P.1155175</p> <p>D.P.1177718</p> <p>D.P.1177720</p> <p>D.P.1182710</p> <p style="text-align: right; font-size: small;">If space insufficient continue on PLAN FORM 6A</p>	
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p>IT IS INTENDED TO DEDICATE LORIKEET STREET, GOLDEN WHISTLER AVENUE, SANDPIPER CIRCUIT AND THE EXTENSION OF WARBLER AVENUE TO THE PUBLIC AS PUBLIC ROAD.</p>	<p>SURVEYOR'S REFERENCE: 238868(37)-DP-001-G (D.P.1184949)</p>	
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>		


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 2 OF 4 SHEET(S)

Registered:  24.3.2014 Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 3654  
D.P.1182710

DP1184949

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

Subdivision Certificate No: ..... 070187 .....  
Date of Endorsement: ..... 5.3.14 .....

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

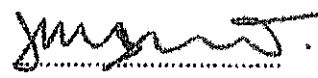
CREATE:-


1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. EASEMENT FOR FOOTINGS AND SUPPORT OF RETAINING WALL 0.9 WIDE (B)
3. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.3 WIDE (C)
4. RIGHT OF ACCESS 5.1 WIDE (D)
5. EASEMENT TO DRAIN WATER 3 WIDE (E)
6. EASEMENT TO DRAIN WATER 1.5 & 2.5 WIDE (L)
7. EASEMENT TO DRAIN WATER VAR. WIDTH (M)
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
10. RESTRICTION ON THE USE OF LAND
11. RESTRICTION ON THE USE OF LAND (N)

RELEASE:-

1. PART OF EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE (D) (DP.1182710) COMPRISED IN WARBLER AVENUE
2. PART OF RIGHT OF CARRIAGEWAY 4 WIDE (E) (DP.1182710) COMPRISED IN WARBLER AVENUE
3. EASEMENT TO DRAIN WATER 4 WIDE (G) (DP 1182710)

EXECUTED for and on behalf of )  
 AUSGRID by TREVOR MARK ARMSTRONG )  
 its duly constituted Attorney pursuant to )  
 Power of Attorney registered Book 464-1 )  
 No. 639 in the presence of: )

  
 Attorney

  
 Witness (sign)

Nathaniel Williams  
 Name of Witness (please print)

570 George Street, SYDNEY NSW 2000.  
 Address of Witness

If space insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 230868(37)-DP-001-G  
 (D.P.1184949)



DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 3 OF 4 SHEET(S)

Registered:  24.3.2014

Office Use Only

Office Use Only

DP1184949

PLAN OF SUBDIVISION OF LOT 3654  
D.P.1182710

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

Subdivision Certificate No: ..... 070787  
Date of Endorsement: ..... 5.3.14

CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2012

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
3701	10	LORIKEET	STREET	ABERGLASSLYN
3702	8	LORIKEET	STREET	ABERGLASSLYN
3703	6	LORIKEET	STREET	ABERGLASSLYN
3704	4	LORIKEET	STREET	ABERGLASSLYN
3705	46	WARBLER	AVENUE	ABERGLASSLYN
3706	44	WARBLER	AVENUE	ABERGLASSLYN
3707	42	WARBLER	AVENUE	ABERGLASSLYN
3708	40	WARBLER	AVENUE	ABERGLASSLYN
3709	38	WARBLER	AVENUE	ABERGLASSLYN
3710	36	WARBLER	AVENUE	ABERGLASSLYN
3711	34	WARBLER	AVENUE	ABERGLASSLYN
3712	1	GOLDEN WHISTLER	AVENUE	ABERGLASSLYN
3713	2	GOLDEN WHISTLER	AVENUE	ABERGLASSLYN
3714	28	WARBLER	AVENUE	ABERGLASSLYN
3715	26	WARBLER	AVENUE	ABERGLASSLYN
3716	24	WARBLER	AVENUE	ABERGLASSLYN
3717	22	WARBLER	AVENUE	ABERGLASSLYN
3718	20	WARBLER	AVENUE	ABERGLASSLYN
3719	18	WARBLER	AVENUE	ABERGLASSLYN
3720	16	WARBLER	AVENUE	ABERGLASSLYN
3721	14	WARBLER	AVENUE	ABERGLASSLYN
3722	4	SANDPIPER	CIRCUIT	ABERGLASSLYN
3723	2	SANDPIPER	CIRCUIT	ABERGLASSLYN
3724	1	LORIKEET	STREET	ABERGLASSLYN
3725	49	FINCH	CRESCENT	ABERGLASSLYN
3726	N/A	WARBLER	AVENUE	ABERGLASSLYN
3727	N/A	WARBLER	AVENUE	ABERGLASSLYN
3728	3	GOLDEN WHISTLER	AVENUE	ABERGLASSLYN

If space insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 238868(37)-DP-001-G  
(D.P.1184949)

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 4 OF 4 SHEET(S)

Registered:  24.3.2014

Office Use Only

Office Use Only

DP1184949

PLAN OF SUBDIVISION OF LOT 3654  
D.P.1182710


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

Subdivision Certificate No: ..... 070787  
Date of Endorsement: ..... 5.3.14

Executed for and on behalf of Stockland )  
 Development Pty Limited ACN 000 064 835 )  
 by its duly authorised attorney under Power )  
 of Attorney registered in Book 447 No 568 )  
 who declares that he has no notification of )  
 revocation of said Power of Attorney in the )  
 presence of: )

  
 Signature of Attorney

STEPHEN JAMES BARLOW  
 Name of Attorney

  
 Signature of Witness

MATT SULLIVAN  
 Name of Witness

133 CASTLEREAGH ST  
 Address of Witness

SYDNEY

Address of Witness

If space insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 238868(37)-DP-001-G  
(D.P.1184949)

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

Lengths are in metres

(Sheet 1 of 10 sheets)

**Plan: DP1184949**

Plan of Subdivision of Lot 3654 DP 1182710  
 covered by Subdivision Certificate No. 070787  
 Dated 5.3.2014

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

Stockland Development Pty Ltd  
 ACN 000 064 835  
 Level 25, 133 Castlereagh Street  
 SYDNEY NSW 2000

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement to Drain Water 1.5 wide (A)	3701 3702 3703 3704  3711  3713 3722 3723 3728	1/1067060 3701 & 1/1067060 3701, 3702 & 1/1067060 3701 to 3703 inclusive & 1/1067060 3701 to 3704 inclusive, 1/1067060 & part of 3728 designated "F" Part of 3728 designated "H" Part of 3728 designated "K" 3722 & Part of 3728 designated "K" 3701 to 3704, 1/1067060 & part of 3728 designated "F"
2	Easement for Footings and Support of Retaining Wall 0.9 wide (B)	3703 3705 3706 3715 3716 3717 3718 3719	3702 3704 3704 & part of 3728 designated "G" Part of 3728 designated "J" Part of 3728 designated "J" Part of 3728 designated "J" Part of 3728 designated "J" Part of 3728 designated "J"
3	Easement for Electricity & Other Purposes 3.3 wide (C)	3728	Ausgrid ABN 67 505 337 385
4	Right of Access 5.1 wide (D)	3724	Maitland City Council

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

Lengths are in metres

(Sheet 2 of 10 sheets)

Plan: **DP1184949**

Plan of Subdivision of Lot 3654 DP 1182710  
 covered by Subdivision Certificate No. **070787**  
 Dated 5.3.2014

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.
5	Easement to Drain Water 3 wide (E)	3726	Maitland City Council
6	Easement to Drain Water 1.5 & 2.5 wide (L)	3725	11/628606 12/628606 21/841959
7	Easement to Drain Water Var. Width (M)	3725	Maitland City Council
8	Restriction on the Use of Land	3703 3705 3706 3715 3716 3717 3718 3719	3702 3704 3704 & part of 3728 designated "G" Part of 3728 designated "J" Part of 3728 designated "J" Part of 3728 designated "J" Part of 3728 designated "J" Part of 3728 designated "J"
9	Restriction on the Use of Land	3701 to 3725 inclusive	Every other lot except lot 3726, 3727, & 3728
10	Restriction on the Use of Land	3724	Maitland City Council
11	Restriction on the Use of Land (N)	3712 3713	Maitland City Council



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

Lengths are in metres

(Sheet 3 of 10 sheets)

Plan: **DP1184949**

Plan of Subdivision of Lot 3654 DP 1182710  
covered by Subdivision Certificate No. *070787*

**Part 1A (Release)**

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	Part of Easement for Electricity & Other Purposes 2 wide (D) (DP 1182710) Comprised in Warbler Avenue	3654/1182710	Ausgrid ABN 67 505 337 385
2	Part of Right of Carriageway 4 wide (E) (DP 1182710) Comprised in Warbler Avenue	3654/1182710	Ausgrid ABN 67 505 337 385
3	Easement to Drain Water 4 wide (G) (DP 1182710)	3654/1182710	Maitland City Council

**Part 2 (Terms)**

**1. Terms of Easement for Footings and Support of Retaining Wall 0.9 wide (B) numbered 2 in the abovementioned plan.**

1.1 In this Easement, the following terms mean:

**Footings** means the footings of the Retaining Wall

**Retaining Wall** means the retaining wall located on the Lots Benefited.

1.2 The owner of Lot Benefited:

- (a) may insist that the Footings that are located within the Easement Site on the Lot Burdened remain;
- (b) must keep the Footings in good repair and safe condition; and
- (c) may do anything reasonably necessary for that purpose including:
  - (i) entering the Lot Burdened;
  - (ii) taking anything onto the Lot Burdened; and
  - (iii) carrying out work.

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

Lengths are in metres

(Sheet 4 of 10 sheets)

Plan: **DP1184949**

Plan of Subdivision of Lot 3654 DP 1182710  
covered by Subdivision Certificate No. 070787

- 1.3 The Owner of the Lot Burdened grants to the Owner of the Lot Benefited a right of support over that part of the Lot Burdened containing the Easement Site for the purpose of supporting the Retaining Wall.
- 1.4 The Owner of the Lot Burdened must:
- (a) not do anything which will detract from the support of the Retaining Wall; and
  - (b) allow the Grantee to enter that part of the Lot Burdened as is reasonably required and to remain there for any reasonable time for the purpose of carrying out any work necessary to ensure the support of the Retaining Wall and the Lot Benefited is maintained.
- 1.5 The Owner of the Lot Benefited:
- (a) must keep the Retaining Wall in good repair and safe condition; and
  - (b) may do anything reasonably necessary for that purpose including:
    - (i) entering the Lot Burdened;
    - (ii) taking anything onto the Lot Burdened; and
    - (iii) carrying out work
- 1.6 The Owner of the Lot Benefited, in exercising its rights under this Easement must:
- (a) ensure all work is done properly;
  - (b) cause as little inconvenience as is practicable to the Owner and any occupier of the Lot Burdened;
  - (c) restore the Lot Burdened as nearly as practicable to its former condition; and
  - (d) make good any collateral damage.
- 1.7 Except when urgent work is required, the Owner of the Lot Benefited must:
- (a) give the Owner of the Lot Burdened reasonable notice of intention to enter the Lot Burdened; and
  - (b) only enter the Lot Burdened during times reasonably agreed with the Owner of the Lot Burdened.

**2 Terms of Easement for Electricity & Other Purposes 3.3 wide (C) numbered 3 in the plan.**

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

**3 Terms of Restriction on the Use of Land numbered 8 in the plan.**

The owner of the Lot Burdened must not do anything or carry out any works on the Lot Burdened which may destabilise the retaining wall located on the Lots Benefited.

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

Lengths are in metres

(Sheet 5 of 10 sheets)

Plan: **DP1184949**

Plan of Subdivision of Lot 3654 DP 1182710  
covered by Subdivision Certificate No. 070787

**4 Terms of Restriction on the Use of Land numbered 9 in the plan.**

In these restrictions on the use of the land numbered 9 referred to in the abovementioned plan (which shall include the statement at the completion hereof stipulating the party by whom and with whose consent the said restrictions as to user may be released, varied or modified) unless something in the subject matter or context is inconsistent therewith, the following expressions have the meaning attributed thereto in this restriction, that is to say:-

<b>The Local Council</b>	means Maitland City Council.
<b>The Prohibited Area</b>	means:-  (i) in the case of a lot which faces only one (1) public road, that area between the front building line of the main building erected on that lot and the public road to which the said lot abuts but shall not include area which is not visible from any public road and/or place; and:  (ii) in the case of a lot which faces more than one (1) public road, that area between the front building line of the main building erected on that lot and the public road to which the said main building faces and any other area of the lot that is not screened from any other public road but shall not include any area which is not visible from any public road and/or place.
<b>McKeachies Run Design Guidelines</b>	means the design guidelines for the carrying out of development for McKeachies Run development published by Stockland from time to time.
<b>Prohibited Item</b>	means any plant, machinery and/or other equipment including, but without limiting the generality thereof, any caravan, box trailer, boat trailer, car trailer, motor vehicle or any part thereof BUT shall include any motor car, motor station wagon and/or utility that is properly registered for use on a public road.
<b>Stockland</b>	means Stockland Development Pty Limited ACN 000 064 835 and each of its successors and assigns, excluding purchasers on sale.

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

Lengths are in metres

(Sheet 6 of 10 sheets)

Plan: **DP1184949**

Plan of Subdivision of Lot 3654 DP 1182710  
covered by Subdivision Certificate No. 070787

1. No Prohibited Item shall be permitted to remain on any part of the Prohibited Area of the lot burdened for a period exceeding fourteen (14) consecutive days without being moved from the lot burdened. Any Prohibited Item that is removed from the lot burdened for a period of less than seven (7) days shall be deemed to have remained on the lot burdened for the period during which it was removed.
2. No privy shall be erected or permitted to remain on any part of the Prohibited Area of the lot burdened.
3. No structure of a temporary character or nature which is intended for habitation, including, but without limiting the generality thereof, any basement, tent, shed, shack, garage, trailer, camper or caravan, shall be erected or permitted to remain on the lot burdened.
4. No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building on the relevant lot burdened or to facilitate all reasonable landscaping of the said lot and no lot shall be permitted to be, appear or remain in an excavated or quarried state.
5. No fuel storage tanks (except any such tank or tanks used for oil heating purposes) shall be placed upon or permitted to remain on any lot burdened.
6. No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be carried out on any lot burdened.
7. No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.
8. No advertisement hoarding sign or matter of any description shall be erected or displaced on any lot burdened without the prior written consent of Stockland having been given to the registered proprietor for the time being of the lot burdened which approval may be given or withheld at the absolute discretion of Stockland BUT nothing in this restriction shall prevent the proprietor of any lot burdened from displaying not more than one (1) sign on the lot burdened advertising the fact that the relevant lot burdened is for sale IF:-
  - 8.1 any such sign does not exceed nine hundred millimetres (900mm) in width and nine hundred millimetres (900mm) in height; and
  - 8.2 any such sign is painted and/or decorated in its entirety by a professional signwriter.
9. No motor truck, lorry or semi-trailer with a load carrying capacity exceeding two point five (2.5) tonnes shall be parked or permitted to remain on any lot burdened unless the same is used in connection with the erection of a dwelling on the relevant lot burdened.
10. No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened:-
  - 10.1 unless the dwelling to be constructed, external materials, colours and finishes including roof tiles and bricks of the dwelling, fencing and landscaping have been designed in accordance with the McKeachies Run Design Guidelines;



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE INTENDED  
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POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B  
CONVEYANCING ACT 1919.**

Lengths are in metres

(Sheet 7 of 10 sheets)

Plan: **DP1184949**

Plan of Subdivision of Lot 3654 DP 1182710  
covered by Subdivision Certificate No. *070787*

- 10.2 unless the plans, elevations and schedule of external materials, colours and finishes including roof tiles and bricks (**plans**) have been submitted to and approved in writing by Stockland. The approval of Stockland must be obtained before application is made to any relevant authority and Stockland may not withhold its approval if the plans comply with the McKeachies Run Design Guidelines;
- 10.3 in the event, for any reason whatsoever, that any object or thing generated by the construction of the building on the lot burdened, including but without limiting the generality thereof any spoil or builder's rubbish, is deposited or permitted to remain on any lot adjoining the lot burdened;
- 10.4 unless the lot burdened is maintained in a clean and tidy condition as is practicable having regard to the nature of the construction being carried out on the lot burdened; and
- 10.5 unless all rubbish or refuse generated by such construction works is collected and removed from the lot burdened not less than once every four (4) weeks.
11. No clothes line shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road and/or place BUT nothing in this restriction shall prevent the erection and maintenance of a clothes line where all care has been taken to ensure that the same is as inconspicuous as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places.
12. No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened unless the same is either:-
  - 12.1 not visible from any public road and/or place; or
  - 12.2 is screened from any public road and/or;
  - 12.3 placed in a manner approved by Stockland.
13. No radio masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are not visible from any public road and/or place.
14. No television masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened, or appropriately screened such that it is not visible from any public road or place.
15. No dividing fence shall be erected on the lot burdened unless it is erected without expense to Stockland, its successors and assigns other than purchasers on sale.
16. No building, apart from the main building erected on the lot burdened, shall be erected or permitted to remain on the lot burdened unless:-
  - 16.1 that building or those buildings are not visible from any public road and/or place; or
  - 16.2 that building or those buildings are of a design which compliments the main building erected on the lot burdened and are constructed of the same or similar materials to those used in the main building erected on the lot burdened; or

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE INTENDED  
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POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B  
CONVEYANCING ACT 1919.**

Lengths are in metres

(Sheet 8 of 10 sheets)

Plan: **DP1184949**

Plan of Subdivision of Lot 3654 DP 1182710  
covered by Subdivision Certificate No. 070787

16.3 it is a garden shed which is visible from a public road and/or place where:-

(a) all care has been taken to ensure that the same is as inconspicuous as possible

(b) The same is constructed of metal which has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process.

**5 Terms of Restriction on the Use of Land numbered 10 in the plan.**

Direct vehicular access to Aberglasslyn Road is not permitted.

**6 Terms of Restriction on the Use of Land numbered 11 in the plan.**

No vehicular access is permitted from the road to the lot burdened over the part of the front boundary of the lot burdened, that is marked 'A' to 'B' on the plan.

No driveway is permitted to be located on any part of the boundary of the lot burdened that is marked 'A' to 'B' on the plan.

**Name of Person or Authority Empowered to Release, Vary or Modify the Restriction, Positive Covenant or Easement Numbered 1, 2, 4, 5, 6, 7, 8, 10 and 11 in the Abovementioned Plan**

Maitland City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

**Name of Person or Authority Empowered to Release, Vary or Modify the Restriction, Positive Covenant or Easement Numbered 3 in the Abovementioned Plan**

Ausgrid ABN 67 505 337 385.

**Name of person or authority empowered to release, vary or modify restriction, positive covenant or easement numbered 9 in the plan.**

Stockland whilst ever it owns any lot or any part of a lot in the registered plan (other than Lot 3728) pursuant to which these restrictions were created and for a period of three (3) years thereafter, and thereafter by the registered proprietors of the lots contained in the registered

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE INTENDED  
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POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B  
CONVEYANCING ACT 1919.**


Lengths are in metres


(Sheet 9 of 10 sheets)


Plan: **DP1184949**

Plan of Subdivision of Lot 3654 DP 1182710  
covered by Subdivision Certificate No. 070787

**EXECUTED** for and on behalf of  
**AUSGRID ABN 67 505 337 385** by  
**TREVOR MARK ARMSTRONG**  
its duly constituted Attorney pursuant to  
Power of Attorney registered Book 4641 )  
No. 639 in the presence of: )

  
.....  
Attorney

  
.....  
Witness (sign)

  
Name of Witness (please print)

570 George Street,  
SYDNEY NSW 2000.

ePlan

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

Lengths are in metres

(Sheet 10 of 10 sheets)


Plan: **DP1184949**

Plan of Subdivision of Lot 3654 DP 1182710  
covered by Subdivision Certificate No. **070787**  
Dated 5.3.2014

Executed for and on behalf of Stockland  
Development Pty Limited ACN 000 064 835  
by its duly authorised attorney under Power  
of Attorney registered in Book 1542 No. 598  
who declares that he has no notification of  
revocation of said Power of Attorney in the  
presence of:

  
.....  
Signature of Attorney


JAMES  
**STEPHEN A. BARLOW**  
.....  
Name of Attorney

  
.....  
Signature of Witness

**MATT SULLIVAN**  
.....  
Name of Witness

**133 CASTLEREACH ST**  
.....

**SYDNEY**  
.....  
Address of Witness

  
.....  
Authorised Officer of Maitland City Council

REGISTERED



24.3.2014

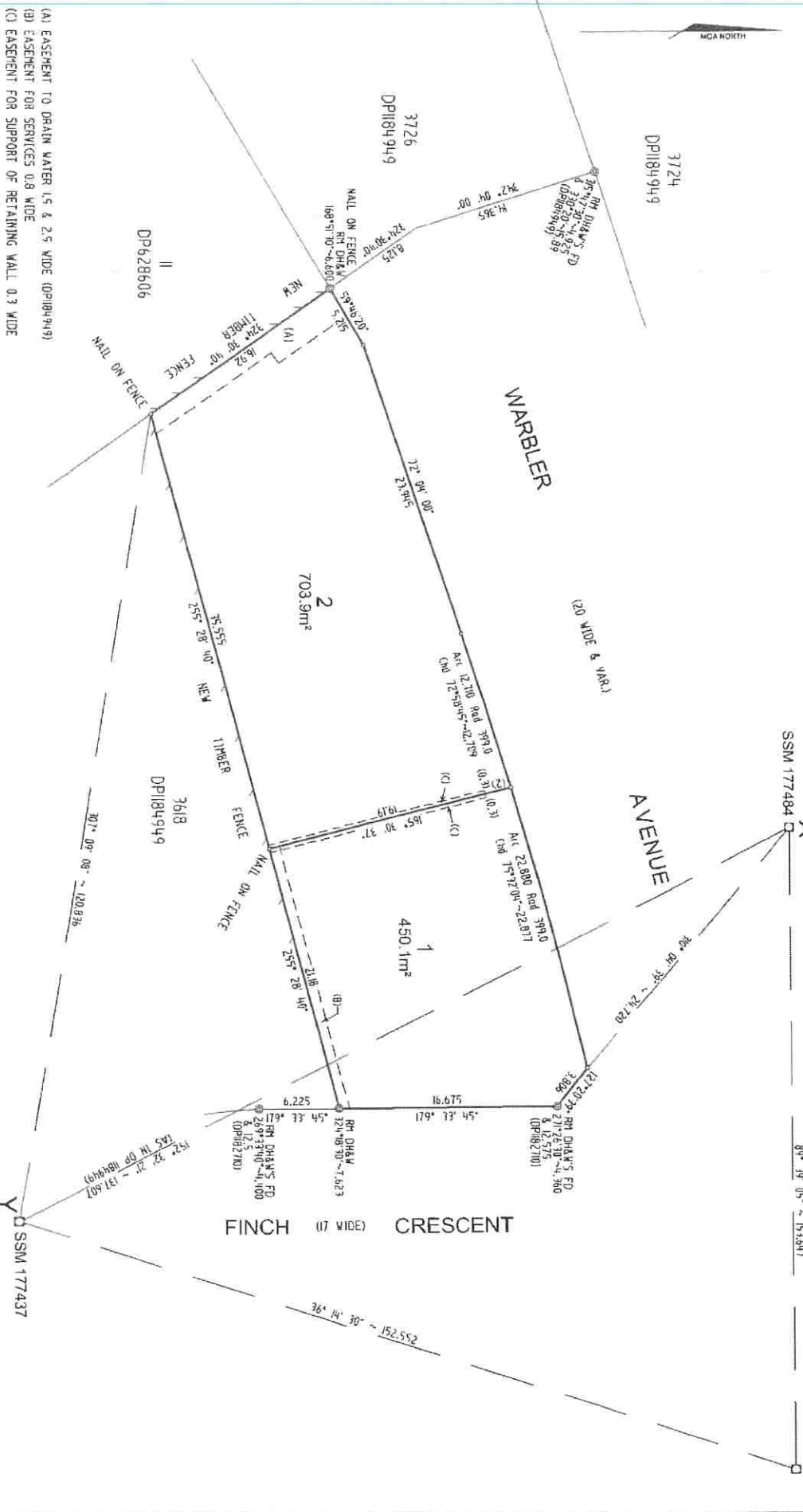


PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 8(12)  
 ZONE 56 M.G.A. CO-ORDINATES

MARK	EASTING	NORTHING	CLASS	ORDER	SOURCE	METHOD
SSM 177437	362864.28	638417.37	C	N/A	DP184949	N/A
SSM 177438	362954.45	638540.38	C	N/A	DP184949	N/A
SSM 177484	362800.84	638539.45	C	N/A	DP184949	N/A



Surveyor: Gregory John Smith

Date of Survey: 11/03/2016

Surveyors Ref: 32399 - POLICY 3

PLAN OF SUBDIVISION OF LOT 3725 DP 1184949

LGA: MATTLAND

Locality: ABERGLASSLYN

Subdivision No: 151245

LENGTHS ARE IN METERS. REDUCTION RATIO: 1:300

Registered 13.7.2016

DP1222050

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150


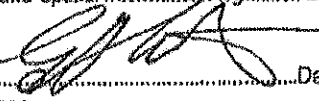

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Registered:  13.7.2016 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only  <h1>DP1222050</h1>
PLAN OF SUBDIVISION OF LOT 3725 DP 1184949	LGA: MAITLAND Locality: ABERGLASSLYN Parish: GOSFORTH County: NORTHUMBERLAND
<p style="text-align: center;"><del>Crown Lands NSW/Western Lands Office Approval</del></p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> Signature: ..... Date: ..... File Number: ..... Office: .....	Survey Certificate I, <b>GREGORY JOHN SMITH</b> of <b>Daly-Smith</b> PTY LTD PO BOX 204 MORISSET 2264 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 11 <sup>TH</sup> MARCH 2016 *(b) <del>The part of the land shown in the plan (*being/*excluding ^.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</del> *(c) <del>The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</del> Signature:  Dated: 11/03/2016 Surveyor ID: 2001 Datum Line: X-Y Type: *Urban The terrain is *Level-Undulating *Strike through if inapplicable. *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
Subdivision Certificate I, <u>Deanne Harris</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: ..... Consent Authority: <u>Maitland City Council</u> Date of endorsement: <u>17.6.16</u> Subdivision Certificate number: <u>151245</u> File number: <u>DAIS 1245</u> *Strike through if inapplicable.	Plans used in the preparation of survey DP1184949.          If space is insufficient continue on PLAN FORM 6A Surveyor's Reference: <b>32399</b>
<p style="text-align: center;"><del>Statements of intention to dedicate public roads, public reserves and drainage reserves.</del></p>	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Registered:  13.7.2016

Office Use Only

Office Use Only

PLAN OF  
 SUBDIVISION OF LOT 3725  
 DP 1184949

DP1222050

Subdivision Certificate number: ..... 151245 .....  
 Date of Endorsement: ..... 17.6.16 .....

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

Lot	Street Number	Street name	Street type	Locality
1	49	FINCH	CRESCENT	ABERGLASSLYN
2	NA	WARBLER	AVENUE	ABERGLASSLYN

Pursuant to Section 88B on the Conveyancing Act 1919 as amended it is intended

To create:


1. Easement for services 0.8 wide
2. Easement for support of retaining wall 0.3 wide

to release:

1. Easement to drain water var. width (M) (DP1184949)

Executed on behalf of W&R DESIGN (ABERGLASSLYN) PTY LTD ACN. 168 231 043  
 by resolution of the Board of Directors in the presence of:

x   
 COLIN MATHEW WALLACE  
 Sole Director/Secretary

Signed on behalf of Westpac Banking Corporation  
 by it's attorney(s) under power of attorney dated  
 17 January 2011 Registered Book 4299 No 332 in  
 the presence:  
 Witness: Attorney: 

By executing the document the attorney(s) states  
 that they have received no notice of revocation  
 of the power of attorney.

Darren Nichols  
 Account Manager

ST GEORGE CORPORATE BANK  
 LEVEL 1  
 CNR WHARF ROAD AND  
 MEREWETHER STREET  
 NEWCASTLE  
 NSW 2300

  
 GREG MITCHELL  
 Account Executive

If space is insufficient use additional annexure sheet

Surveyor's Reference: 32399

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS 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 4 Sheets)

Plan **DP1222050**

Subdivision of Lot 3725 D.P.1184949  
 covered by  
 Subdivision Certificate No. *151245*  
 Dated *17.6.16*

Full name and address of proprietors of the land.

W&R DESIGN (ABERGLASSLYN) PTY LTD  
 Unit 1, 24 Pile Road, SOMERSBY NSW 2250  
*ACN 168 231 043*

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened Lot(s)	Benefited Lot(s), road(s) or Prescribed Authorities
1	Easement for services 0.8 wide	1	2
2	Easement for support of retaining wall 0.3 wide	1 2	2 1

**PART 1A (Release)**

Number of item shown in the intention panel on the plan	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened Lot(s)	Benefited Lot(s), road(s) or Prescribed Authorities
1	Easement to drain water var. width (M) (DP1184949)	3725/1184949	Maitland City Council

**PART 2**

**Terms of easement for support of retaining wall numbered 2 in the plan.**

The owner of the lot benefit may:

(a) construct on the lot burdened, but only within the site of this easement, whatever retaining wall is reasonably necessary to support the surface or subsurface of the lot benefited or any part of it, or any structure or works on the lot benefited, and

(b) do anything reasonably necessary for that purpose, including:

- entering the lot burdened, and
- taking anything on the lot burdened, and
- carry out work.

The owner of the lot burdened must not:

(a) interfere with the retaining wall or the support it offers, or



(Sheet 2 of 4 Sheets)

Plan **DP1222050**

Subdivision of Lot 3725 D.P.1184949  
covered by  
Subdivision Certificate No. *151245*  
Dated *17.6.16*

(b) use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the retaining wall.

If the owner of the lot burdened does or allows anything to be done which damages the retaining wall or impairs its effectiveness, the owner of the lot benefited may serve no less than 14 days' notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed.

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

In exercising those powers, the body having the benefit of this easement must:

- (a) ensure all work is done properly, and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
- (d) restore the lot burdened as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.

The owner of the burdened lot must at its own cost repair and maintain the retaining wall to ensure the stability of and support provided by the retaining wall.

(Sheet 3 of 4 Sheets)

Plan **DP1222050**

Subdivision of Lot 3725 D.P.1184949  
covered by  
Subdivision Certificate No. **151245**  
Dated **17.6.16**

**Executed for & on behalf of Maitland City Council** granting the release of the easement to drain water numbered 1 in the plan in the presence of.

(Signature) 

Full Name: LEANNE HARRIS  
(print)

**COORDINATOR DEVELOPMENT  
ASSESSMENT**

Authority held: \_\_\_\_\_  
(Authorised Person/General Manager/Accredited Certifier)

Witnessed

Signed in my presence by **LEANNE HARRIS**

who is personally known to me.

  
Signature of witness

Karen Schroder  
Name of witness

Support Officer  
Capacity of witness

285 High St  
Maitland  
Address of witness

(Sheet 4 of 4 Sheets)

Plan **DP1222050**

Subdivision of Lot 3725 D.P.1184949  
covered by  
Subdivision Certificate No. **151245**  
Dated **17.6.16**

Executed on behalf of W&R DESIGN (ABERGLASSLYN) PTY LTD by resolution of the Board of  
Directors in the presence of: <sup>ACN 168 231 043</sup>  
A

x   
COLIN MATHEW WALLACE  
Sole Director / *Secretary*

Signed on behalf of Westpac Banking Corporation  
by it's attorney(s) under power of attorney dated  
17 January 2011 Registered Book 4299 No 332 in  
the presence:

Witness:

Attorney:

  
*Darren Nichols (3)*

ST GEORGE CORPORATE BANK  
LEVEL 1  
CNR WHARF ROAD AND  
MEREWETHER STREET  
NEWCASTLE  
NSW 2300

By executing the document the attorney(s) states  
that they have received no notice of revocation  
of the power of attorney.

Darren Nichols  
Account Manager

  
GREG MITCHELL  
Account Executive

REGISTERED  13.7.2016

I, \_\_\_\_\_ confirm that I have reviewed and checked this 88B instrument.  
x \_\_\_\_\_ (solicitor)

**Certificate No.:** PC/2024/181

**Certificate Date:** 22/01/2024

**Fee Paid:** \$67.00

**Receipt No.:**

**Your Reference:** 230157

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

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**APPLICANT:** Infotrack Pty Ltd  
ecertificates@infotrack.com.au

**PROPERTY DESCRIPTION:** 1/51 Warbler Avenue ABERGLASSLYN NSW 2320

**PARCEL NUMBER:** 90018

**LEGAL DESCRIPTION:** Lot 1 SP 93817

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**IMPORTANT: Please read this Certificate carefully.**

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

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

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



## **SECTION 10.7(2)**

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

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

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

#### **State Environmental Planning Policies**

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

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

- SEPP65 Design Quality of Residential Apartment Development
- SEPP (Biodiversity and Conservation) 2021
- SEPP (Industry and Employment) 2021
- SEPP (Primary Production) 2021
- SEPP (Planning Systems) 2021
- SEPP (Housing) 2021
- SEPP Building Sustainability Index: BASIX 2004
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Resources and Energy) 2021
- SEPP (Transport and Infrastructure) 2021
- SEPP (Resilience and Hazards) 2021

#### **Local Environmental Plan (LEP)**

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

#### **Development Control Plan prepared by Council**

Maitland Development Control Plan 2011 applies to the land.

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 and:

#### **Planning Proposal for a Local Environmental Plan**

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

Detailed information on draft environmental planning instruments is available at

the NSW Department of Planning and Environment Current LEP Proposals website; or Maitland City Council's website.

#### **Draft Development Control Plans**

No draft Development Control Plan(s) that have been on public exhibition under the Act are applicable to the land.

#### **Draft State Environmental Planning Policies**

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

### **ITEM 2 – Zoning and land use under relevant planning instruments**

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

#### ***Zone and Land Use Table from Local Environmental Plan***

#### **R1 General Residential**

##### **1 Objectives of zone**

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

##### **2 Permitted without Consent**

Home occupations

##### **3 Permitted with Consent**

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

##### **4 Prohibited**

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

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

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

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

***Whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions.***

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

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

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

***Is the land within a conservation area, however described?***

The land IS NOT in a Heritage Conservation Area.

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

The land does NOT contain an item of Environmental Heritage.

**Note:** An item of environmental heritage, namely Aboriginal heritage, listed on the Aboriginal Heritage Information Management System (AHIMS), may be situated on the land. The Department of Planning and Environment, Biodiversity and Conservation Division.

### **ITEM 3 – Contribution plans**

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

- Maitland S94A Levy Contributions Plan 2006
- Maitland City Wide Section 94 Contributions Plan 2016
- Maitland S94 Contributions Plan (City Wide) 2006

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

The land IS NOT in a special contributions area.

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

#### **ITEM 4 – Complying Development**

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

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

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

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

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

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

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

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

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

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



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

Complying development under the **Container Recycling Facilities Code** may not be carried out on the land.

**Note: Despite the above provisions, if only part of a lot is subject to an exclusion or exemption under Clause 1.17A or Clause 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) Amendment (Commercial and Industrial Development and Other Matters) 2013, complying development may be carried out on that part of the lot that is not affected by the exclusion or exemption.**

**The complying development may not be carried out on the land because of the following provisions of Clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the Policy.**

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

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

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

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

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

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

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

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

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

#### **ITEM 5 – Exempt Development**

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

***If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.***

***If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that***

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

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

#### **ITEM 6 – Affected building notices and building product rectification orders**

**Whether the council is aware that –**

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

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

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

#### **ITEM 7 – Land Reserved for Acquisition**

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

No environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the land provides for the

acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

#### **ITEM 8 – Road widening and road realignment**

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

- a) The land is NOT affected by road widening under Division 2 of Part 3 of the Roads Act 1993.
- b) The land is NOT affected by road widening under any environmental planning instrument
- c) The land is NOT affected by any road-widening or realignment under any resolution of the Council
- d) The land is NOT affected by road-widening or realignment under a resolution of the Council

Note: This item relates to Council's road proposals only. Other authorities, including the NSW Roads and Traffic Authority may have road widening proposals.

#### **ITEM 9 – Flood related development controls**

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

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

The Maitland LEP 2011 identifies the flood planning level (FPL) as the level of a 1:100 ARI flood event plus 0.5m freeboard. The probable maximum flood has the same meaning as the Floodplain Development Manual.

Note in this section – **flood planning area** has the same meaning as in the Floodplain Development Manual. **Floodplain Development Manual** means the Floodplain Development Manual (ISBN 0 7347 5476 00) published by the NSW Government in April 2005. **probable maximum flood** has the same meaning as in Floodplain Development Manual

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

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

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

All land within the Maitland Local Government Area has the potential to contain



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

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

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

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

Note in this section –

**adopted policy** means a policy adopted –

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

#### **ITEM – 11 Bush fire prone land**

If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

The land is NOT identified as being bushfire prone land.

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

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

#### **ITEM – 12 Loose-fill asbestos insulation**

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

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

#### **ITEM – 13 Mine subsidence**

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

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



**ITEM – 14 Paper subdivision information**

There is no development plan that applies to the:

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

**ITEM – 15 Property vegetation plans**

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

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

**ITEM – 16 Biodiversity stewardship sites**

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

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

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

**ITEM 17 – Biodiversity certified land**

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

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

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

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

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

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

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

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

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

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

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

**ITEM 20 – Western Sydney Aerotropolis**

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

**ITEM 21 – Development consent conditions for seniors housing**

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

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

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

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

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

- a) the period for which the certificate is current, and
- b) that a copy may be obtained from the Department.

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

Any conditions of a development consent in relation to land that are kind referred

to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).

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

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

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

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

#### **Contaminated Land**

- a) The land to which this certificate relates is NOT significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.
  - b) The land to which this certificate relates is NOT subject to a management order within the meaning of the Contaminated Land Management Act 1997.
  - c) The land to which this certificate relates is NOT the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.
  - d) The land to which this certificate relates is NOT the subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.
  - e) Council has NOT been provided with a site audit statement, within the meaning of the Contaminated Land Management Act 1997, for the land to which this Certificate relates.
- 

**Jeff Smith**  
**General Manager**



# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SERVICE LOCATION PLAN

Enquiries: 1300 657 657

### APPLICANT'S DETAILS



InfoTrack

51 WARBLER

ABERGLASSLYN NSW

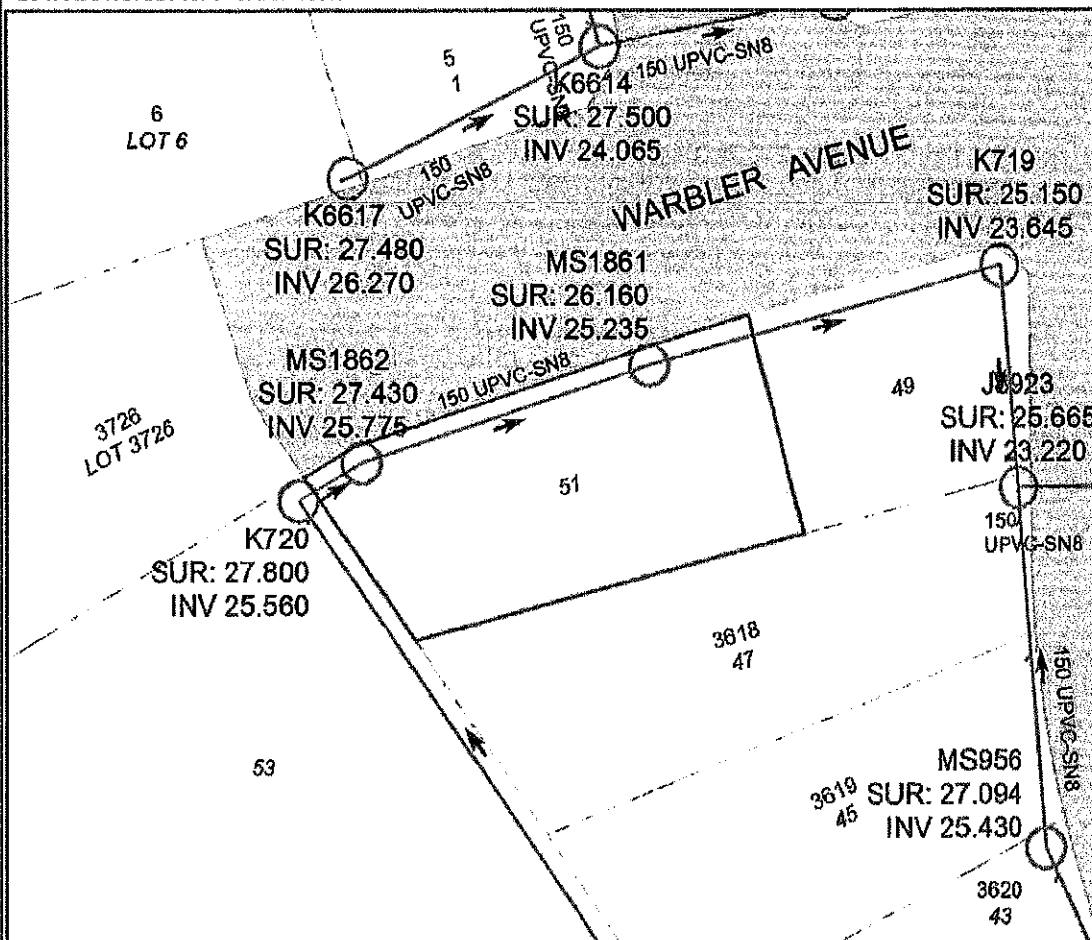
APPLICATION NO.: 2181075

APPLICANT REF: M 230157

RATEABLE PREMISE NO.: 8791162245

PROPERTY ADDRESS: 51 WARBLER AVE ABERGLASSLYN 2320

LOT/SECTION/DP:SP: CP/SP 93817



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: 22/01/2024

Scale at A4: 1:500

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## Community & Strata Title Management Pty Ltd

### By-Laws

## STRATA SCHEMES MANAGEMENT REGULATIONS ACT 1997

### OPTION B- KEEPING OF ANIMALS

**BY-LAWS FOR:**                      **SP: 93817**                      **51 Warbler Ave, ABERGLASSLYN NSW 2320**

#### **1 NOISE**

An owner or occupier of a lot must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

#### **2 VEHICLES**

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

#### **3 OBSTRUCTION OF COMMON PROPERTY**

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

#### **4 DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY**

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

**(a)** damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

**(b)** use for his or her own purposes as a garden any portion of the common property.

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**5 DAMAGE TO COMMON PROPERTY**

**(1)** An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.

**(2)** An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.

**(3)** This by-law does not prevent an owner or person authorised by an owner from installing:

**(a)** any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or

**(b)** any screen or other device to prevent entry of animals or insects on the lot, or

**(c)** any structure or device to prevent harm to children, or

**(d)** any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

**(4)** Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

**(5)** Despite section 62, the owner of a lot must:

**(a)** maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and

**(b)** repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part of the common property and that services the lot.

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## **6 BEHAVIOUR OF OWNERS AND OCCUPIERS**

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

## **7 CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING**

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

## **8 BEHAVIOUR OF INVITEES**

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

## **9 DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY**

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

## **10 DRYING OF LAUNDRY ITEMS**

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

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**11 CLEANING WINDOWS AND DOORS**

An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:

- (a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

**12 STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS**

(1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) 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.

**13 MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY**

(1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.

(2) An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.

(3) If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

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#### 14 FLOOR COVERINGS

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

#### 15 GARBAGE DISPOSAL

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
- (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
  - (b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
  - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a),
  - (e) must not place anything in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
  - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

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**(2)** An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

**(a)** must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

**(b)** must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

## **16 KEEPING OF ANIMALS**

### **OPTION B**

**(1)** Subject to section 49 (4), an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot.

**(2)** The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot.

**(3)** If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:

- a. notify the owners corporation that the animal is being kept on the lot, and
- b. keep the animal within the lot, and
- c. carry the animal when it is on the common property, and
- d. take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

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## 17 APPEARANCE OF LOT

(1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

## 18 CHANGE IN USE OF LOT TO BE NOTIFIED

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

## 19 PROVISION OF AMENITIES OR SERVICES

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- a. window cleaning,
- b. garbage disposal and recycling services,
- c. electricity, water or gas supply,
- d. telecommunication services (for example, cable television).

(2) If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

**Note.** Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier



## Additional By-Laws

### 23 Hunter Water Corporation

(1) In this by-law the following provisions apply:-

**Accessible** means the unfettered and unencumbered ability of Hunter Water to access the master meter and the Sub meters for reading and recording purposes.

**Automated Meter Reading** means the system to be developed by Hunter Water for implementation in the future as another means of reading meters.

**Common Property** has the same meaning as in the Strata Schemes Management Act 1996 (NSW).

**Hunter Water** means Hunter Water Corporation, a public authority within the meaning given to that term in the Strata Schemes Management Act 1996 (NSW) and a State Owned Corporation Act 1991 (NSW) its successors and assigns.

**Hunter Water Design Criteria** means the Hunter Water design criteria as varied from time to time.

**Lot** has the same meaning as in the Strata Schemes (Freehold Development) Act 1973 (NSW).

**Occupier** means any person in lawful occupation of the lot.

**Owner** means the registered proprietor for the time being of any Lot, their successors and assigns.

**Owners Corporation** means a corporation constituted under section 11 of the Strata Schemes Management Act 1996 (NSW).

**Sub meter** means the sub meter installed for each Lot to records the amount of water used by each Owner or Occupier.

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**(2) All Owners and Occupiers of Lots must:-**

- a) Ensure all water connections (including the water meter assembly) are approved by Hunter Water and are installed in accordance with Hunter Water Design Criteria and ensure that all water connections including the water meter assembly are repaired and maintained at the sole expense of the Owner as required by Hunter Water (acting reasonably) from time to time;
- b) Modify the water meter assembly when necessary or required to do so by Hunter Water to comply with Hunter Water Design Criteria;
- c) Ensure the water meter assembly is situated as close as possible to the street boundary of the Lot or in an accessible location on the Common Property and is Accessible at all times;
- d) Ensure that the water meter assembly is not installed behind fences or in an enclosed area or confined space;
- e) Ensure that the position of the water meter assembly minimises the risk of harm to Hunter Water employees/contractors. This includes the hazards such as pets, overgrown vegetation or any other obstruction in the vicinity of the water meter which would prevent safe access to the meter for reading and maintenance;
- f) Pay any account raised by Hunter Water from a reading of the Sub meter, in accordance with Hunter Water's Customer Contract;
- g) Comply with any request by Hunter Water to upgrade the water meter assembly to enable Hunter Water to implement Automated Meter Reading, promptly when requested to do so;
- h) When requested to do so by either the Owners Corporation or Hunter Water, promptly provide access to any water meter or associated water equipment situated within the Lot to Hunter Water's authorised personnel or personnel authorised by the Owners Corporation to allow those personnel to read any water meter, inspect all water connections including the water meter assembly and, if reasonably required by Hunter Water and subject to the Owner's obligations under paragraph (a) above carry out repair and maintenance work upon those items.

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- (3) Either the Owners Corporation or Hunter Water may give a notice to the Owner or Occupier of a Lot requiring the Owner or Occupier to comply with the terms of this by-law. If any Owner or Occupier fails to comply with any requirement relating to access to the Lot or any part of the Lot or repair and maintenance of the Hunter Water meter, the meter assembly or any water equipment within a reasonable time after receipt of a notice requiring compliance, the Owners Corporation or Hunter Water may take such steps as may be reasonable to secure such access or to carry out the relevant repair and maintenance at the expense of the Owner or Occupier of the Lot.

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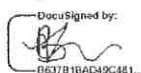
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**Signer Events**

Brooke Elizabeth Forshaw  
 brooke.forshaw@live.com  
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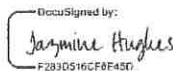
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 Using IP Address: 49.181.86.0  
 Signed using mobile

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 Viewed: 17-03-2023 | 12:05  
 Signed: 17-03-2023 | 12:09

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Jasmine Hughes  
 jasmine@fnrem.com.au  
 Security Level: Email, Account Authentication  
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**In Person Signer Events**

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**Editor Delivery Events**

Status

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**Agent Delivery Events**

Status

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**Intermediary Delivery Events**

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**Certified Delivery Events**

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**Carbon Copy Events**

Status

Timestamp

**Witness Events**

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Timestamp

**Notary Events**

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Timestamp

**Envelope Summary Events**

Status

Timestamps

Envelope Sent Hashed/Encrypted  
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**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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