

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Valley Estate Agents 444a High Street, Maitland NSW 2320 Telephone: 4934 1901 Email: <a href="mailto:reception@valleyestateagents.com.au">reception@valleyestateagents.com.au</a> / <a href="mailto:sales@valleyestateagents.com.au">sales@valleyestateagents.com.au</a>	
co-agent		
vendor		
vendor's solicitor		

date for completion	42 <sup>nd</sup> day after the contract date (clause 15)
land (address, plan details and title reference)	16 Grenache Crescent, Clifftleigh Lot 1551 in Deposited Plan 1268786 Folio Identifier 1551/1268786
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:
attached copies	documents in the List of Documents as marked or numbered: other documents:

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

<p>inclusions</p> <p>exclusions</p> <p>purchaser</p> <p>purchaser's solicitor</p>	<table border="0"> <tr> <td><input checked="" type="checkbox"/> air conditioning</td> <td><input checked="" type="checkbox"/> clothes line</td> <td><input checked="" type="checkbox"/> fixed floor coverings</td> <td><input checked="" type="checkbox"/> range hood</td> </tr> <tr> <td><input checked="" type="checkbox"/> blinds</td> <td><input checked="" type="checkbox"/> curtains</td> <td><input checked="" type="checkbox"/> insect screens</td> <td><input checked="" type="checkbox"/> solar panels</td> </tr> <tr> <td><input checked="" type="checkbox"/> built-in wardrobes</td> <td><input checked="" type="checkbox"/> dishwasher</td> <td><input checked="" type="checkbox"/> light fittings</td> <td><input checked="" type="checkbox"/> stove</td> </tr> <tr> <td><input type="checkbox"/> ceiling fans</td> <td><input type="checkbox"/> EV charger</td> <td><input type="checkbox"/> pool equipment</td> <td><input checked="" type="checkbox"/> TV antenna</td> </tr> <tr> <td colspan="4"><input checked="" type="checkbox"/> other: garage remote(s)</td> </tr> </table>	<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 checked="" type="checkbox"/> solar panels	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> TV antenna	<input checked="" type="checkbox"/> other: garage remote(s)			
<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 checked="" type="checkbox"/> solar panels																		
<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove																		
<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> TV antenna																		
<input checked="" type="checkbox"/> other: garage remote(s)																					
<p>price</p> <p>deposit</p> <p>balance</p>	<p>\$</p> <p>\$</p> <p>\$</p>	<p>(10% of the price, unless otherwise stated)</p>																			
<p>contract date</p>	<p>(if not stated, the date this contract was made)</p>																				

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**

<b>VENDOR</b>	<b>PURCHASER</b>
<p><b>Signed by</b></p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
<b>VENDOR (COMPANY)</b>	<b>PURCHASER (COMPANY)</b>
<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      Signature of authorised person</p> <p>_____</p> <p>Name of authorised person      Name of authorised person</p> <p>_____</p> <p>Office held      Office held</p>	<p><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      Signature of authorised person</p> <p>_____</p> <p>Name of authorised person      Name of authorised person</p> <p>_____</p> <p>Office held      Office held</p>

For marketing purposes ONLY

## Choices

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

**Nominated Electronic Lodgment Network (ELN)** (clause 4): PEXA

**Manual transaction** (clause 30)  NO  yes  
(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**: \$

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

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

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input 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 checked="" type="checkbox"/> 23 <i>clearance certificate</i> <input checked="" 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 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**

Not applicable

**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:
 

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
---	--

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

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

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

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <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</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <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 within work order</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> , in relation to a period, at any time before or during the period; and a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

### 13 Goods and services tax (GST)

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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

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

## 24 Tenancies

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

For marketing purposes only

16 Grenache Crescent, Clifftleigh

## SPECIAL CONDITIONS FORMING PART OF THIS CONTRACT FOR SALE AND PURCHASE OF LAND 2022 EDITION

---

### 1. Definitions and interpretation

#### 1.1 Definitions

The following words have these meanings in these additional clauses unless the contrary intention appears:

**Contract** means this Contract for sale and purchase of land 2022 edition, special conditions and all attachments.

**Printed Clauses** means the provisions of the Contract for sale and purchase of land 2022 edition as approved and issued by the Law Society of New South Wales and the Real Estate Institute of New South Wales.

**Special Conditions** means the clauses numbered 1 to 26 on pages 22 to 33 of this Contract.

#### 1.2 Interpretation

The following rules of interpretation apply unless the context requires otherwise:

- (a) the singular includes the plural and conversely;
- (b) a gender includes all genders;
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a person includes a body corporate, an unincorporated body and conversely;
- (e) a reference to any party to this Contract or any other agreement or document includes the party's successors and permitted assigns;
- (f) headings are for convenience and do not affect the interpretation;
- (g) a reference to any agreement or document is a reference to that agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this Contract;
- (h) a reference to any legislation or any provision of any legislation includes any modification or re-enactment of it, any legislative provisions substituted for it and all regulations and statutory instruments issued under it;
- (i) a reference to a right or obligation of any two or more persons confers that right and imposes that obligation, as the case may be, jointly and severally;
- (j) a reference to conduct includes any omission, statement or undertaking whether or not in writing; and
- (k) if there is any inconsistency between these special conditions and the Printed Clauses, these special conditions will prevail.

## 2. Amendments to Printed Clauses

The Printed Clauses of the Contract are amended as follows:

- (a) Clause 1 – definition of "*work order*" – after "*order*" insert "in writing issued by a competent authority";
- (b) Clause 2.6 is amended by adding "unless notice is given by the *vendor* under Special Condition 14.5";
- (c) Clause 2.7 is amended by "unless notice is given by the *vendor* under Special Condition 14.5" after "balance";
- (d) Clause 6.2 – deleted;
- (e) Clause 10.1.8 and 10.1.9:
- (i) replace "substance" with "existence"; and
  - (ii) replace "disclosed" with "noted"; and
  - (iii) insert the following at the end of clause 10.1.9:
 

"For the purposes of this Contract, including Printed Clauses 10.1.8 and 10.1.9, the existence of any easement or restriction is sufficiently noted by the annexing to the Contract of copies of the documents creating, referring to, or otherwise giving rise to that easement or restriction."
- (f) Clause 12 – insert the following:
- "In this clause *certificate* does not include a building information certificate under any legislation. The purchaser must not apply for a building information certificate under any legislation without the prior written consent of the vendor."
- (g) Clause 14.4.2 is amended by deleting:
- (i) from the first dot point, the word "no"; and
  - (ii) "the land was not subject to a special trust or owned by a non-concessional company".
- (h) Clause 18 – insert the following new sub-clause:
- "18.8 The *purchaser*, by taking possession of the *property*, accepts for all purposes the state of repair and condition of the *property* and will not make any objection, *requisition* or claim for compensation or seek to delay completion or *rescind* or *terminate* this Contract after taking possession of the *property*".
- (i) Clause 19 – insert the following additional sub-clause:
- "19.3 Despite clause 19.2.3, the purchaser's only remedy for a breach of warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2022 (NSW)* is the remedy prescribed by that regulation."

## 3. Inconsistency of provisions

In the event of any conflict or inconsistency between the provisions of the Special Conditions and the provisions of the Printed Clauses of this Contract then the provisions of the Special Conditions shall prevail.

#### 4. Entire agreement

##### 4.1 Own enquiries

The *purchaser* acknowledges that when entering into this Contract it relies entirely upon enquiries made by it or on its behalf independently of any statements, feasibility statements, forecasts, inducements or representations made by or on behalf of the *vendor* (including by any agent or representative acting on behalf of the *vendor*) including, without limitation:

- (a) the suitability of the *property* for any particular purpose and all assessments as to value and financial worth;
- (b) the skill and judgment of the *purchaser*, its consultants and representatives; and
- (c) opinions or advice obtained by the *purchaser* independently of the *vendor* or of the *vendor's* agents or employees.

##### 4.2 Exclusion of pre-contractual representations

The *purchaser* warrants that unless specifically provided otherwise in this Contract it has not entered into this Contract in reliance on any express or implied statement, representation, promise or warranty, verbal or otherwise, made by the *vendor* or on its behalf in respect of the *property* or which has or may have an effect on the *property* including but not limited to:

- (a) the neighbourhood in which the *property* is located;
- (b) the rights and privileges relating to the *property*; or
- (c) any financial return or income or allowance derived or to be derived from the *property*.

##### 4.3 Purchaser acknowledgements

The *purchaser* acknowledges that it is purchasing the *property* including the *improvements* erected thereon:

- (a) in its present condition and state of repair;
- (b) subject to all defects latent and patent;
- (c) subject to fair wear and tear as provided in Printed Clause 10.1.4;
- (d) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the *property*; and
- (e) should it be found that the improvements erected thereon comprise or include any illegal or unapproved building work, electrical work, plumbing work or sewerage or drainage work.

##### 4.4 For the avoidance of doubt, the *parties* acknowledge the provisions set out in the Contract as at the date of the Contract represent the entire agreement between the *parties*

##### 4.5 The *purchaser* will not make any objection, *requisition* or claim for compensation or seek to delay completion or *rescind* or *terminate* this Contract by reason of any of the matters referred to in this Special Condition.

## 5. Inclusions

- (a) The *inclusions* (if any) are sold in their existing condition and state of repair and subject to normal wear and tear from the date of this Contract to the *date for completion*, and the *vendor* makes no representation as to the quality of any of the *inclusions*.
- (b) The *vendor* will not be required to repair or replace any of the *inclusions* which may malfunction after the date of this Contract and before the *date for completion*.

## 6. Warranty regarding real estate agent

- (a) The *purchaser* warrants that it was not introduced to the *property* or the *vendor* by any real estate agent or other person entitled to claim commission as a result of this sale, other than the *vendor's agent*, if any, specified in this Contract.
- (b) The *purchaser* will indemnify the *vendor* against any claim for commission by any real estate agent or other person arising out of an introduction of the *purchaser* in breach of this warranty and against all claims and expenses for the defence and determination of such a claim made against the *vendor*.
- (c) The *vendor* warrants that it has not entered into a sole agency agreement or any other agreement with any agent other than the *vendor's agent* named on the front page of this Contract.

## 7. Non-merger

The provisions of this Contract having application after the *date for completion* continue to apply after that date.

## 8. Encroachment/Non-Compliance

The *purchaser* may not make any objection, *requisition* or claim in respect of:

- (a) any encroachment onto any adjoining property by any building or structure on the *property* other than a dividing fence as defined in the *Dividing Fences Act 1991*;
- (b) any encroachment onto the *property* by any building or structure on any adjoining property other than a dividing fence as defined in the *Dividing Fences Act 1991*; or
- (c) any non-compliance with the *Local Government Act 1993* or any ordinance under that act in respect of any building or structure on the *property* –

as is specifically disclosed and clearly described in the plans and 88B instruments contained in this Contract (including, without limitation, in any survey report or copy thereof annexed to this Contract).

## 9. No requirement for Building Information Certificate

Despite anything contained in this Contract or any rule of law to the contrary:

- (a) the *vendor* is not required to do any work or expend any money on or in relation to the *property* nor to make any application for or do anything towards obtaining a building information certificate under section 6.24 of the *Environmental Planning and Assessment Act 1979*;
- (b) if the *purchaser* desires to obtain such a building information certificate, the *purchaser* will apply for it at the purchaser's own expense.

## 10. Incapacity

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

- (a) dies, is declared mentally ill as defined in the *Mental Health Act 2008* or is declared bankrupt, then either *party* may *rescind* this Contract by written notice to the other *party's solicitor* and thereupon this Contract will be at an end and the provisions of Printed Clause 19 will apply; or
- (b) being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first *party* will be in default under this Contract and the provisions of Printed Clause 9 will apply.

## 11. Completion

In the event that completion does not take place by the *date for completion*, then the *party* who is ready, willing and able to complete and is not in default may serve the other *party* with a notice in writing requiring completion to take place not less than ten (10) *business days* from the date of service of the notice whereupon for the purposes of this Contract time will become and be deemed to be of the essence for the purposes of completion.

## 12. Late Completion

### 12.1 Interest

Without limiting any other right of the *vendor*, if the *purchaser* does not complete this Contract by the *date for completion* but does subsequently complete, the *purchaser* must pay:

- (a) interest on the balance of the *price* at the rate of 10% per annum calculated on daily rests from and including the day immediately following the *date for completion* up to and including the actual date of completion; and
- (b) if the *vendor* has served a notice pursuant to Printed Clause 15 or Special Condition 11 the *purchaser* must pay to the *vendor* the additional amount of \$330.00 (incl. GST) as reimbursement for the additional costs incurred by the *vendor* in respect to the issue of the notice.

### 12.2 Delay by *vendor*

In the event completion is delayed by the *vendor* the interest referred to in Special Condition 12.1(a) will not become payable until two (2) *business days* after notification from the *vendor's solicitor* that the *vendor* is ready willing and able to complete.

### 12.3 Costs

If completion does not take place on the *date for completion* and if the delay is not the fault of the *vendor*, the *purchaser* must reimburse the *vendor* the amount of \$110.00 (incl. GST) as reimbursement for the additional costs incurred by the *vendor* for re-arranging settlement and updating the *Electronic Workspace*.

### 12.4 Completion date

Nothing in this Special Condition may be construed so as to prejudice the *vendor's* right (whether in law or in equity or by virtue of any of the provisions, Printed Clauses or Special Conditions of this Contract) to rely on the date or time stipulated for completion.

## 12.5 Genuine pre-estimate

The interest and costs payable under Special Conditions 12.1 and 12.3 are without limitation a genuine pre-estimate of the damage anticipated to be suffered by the *vendor* or due to the *purchaser's* failure to complete on or before the *date for completion*. Special Conditions 12.1 and 12.3 are essential terms of the Contract and the *vendor* is not obliged to complete unless the *purchaser* complies with Special Conditions 12.1 and 12.3.

## 13. Investment of deposit

Not used.

## 14. Deposit provided by Bank Guarantee or Deposit Bond

14.1 This Special Condition applies where the *deposit* payable pursuant to this Contract has been paid by way of Bank Guarantee or Deposit Bond.

14.2 In this Special Condition, unless repugnant to the context:

- (a) **"Bank Guarantee"** means an irrevocable undertaking by a *bank* to pay an amount or amounts of money to the *vendor* on demand and containing terms and conditions which the *vendor*, in its absolute discretion, determines is acceptable to it.
- (b) **"Bank"** means a *bank* which the *vendor*, in its absolute discretion, determines is acceptable to it.
- (c) **"Deposit Bond"** means an irrevocable undertaking by an Insurer to pay an amount or amounts of money to the *vendor* on terms and conditions which the *vendor*, in its absolute discretion, determines is acceptable to it.
- (d) **"Insurer"** means an insurer which the *vendor*, in its absolute discretion, determines is acceptable to it.

14.3 If the *purchaser* delivers to the *vendor's solicitor* no later than the date by which the *deposit* is to be paid under this Contract a Bank Guarantee or Deposit Bond then, to the extent of the amount of money stated in that Bank Guarantee or Deposit Bond, the *purchaser* will be deemed to have paid the *deposit*.

14.4 On the *date for completion* the *purchaser* must pay to the *vendor*, in addition to all other money payable under this Contract, the amount stated in the Bank Guarantee or Deposit Bond given to the *vendor's solicitor*.

14.5 On the date the *vendor* becomes lawfully entitled to the *deposit*, including without limitation on the date the *vendor* becomes entitled to the *deposit* because this Contract is lawfully ended by the *vendor* as a result of a default by the *purchaser* or on the date the stakeholder is authorised to release the *deposit* to the *vendor*, the *purchaser* must immediately pay to the *vendor* an amount equal to the amount stated in the Bank Guarantee or Deposit Bond.

14.6 If the *vendor* terminates this Contract under Printed Clause 9, the *purchaser* must immediately pay to the *vendor* an amount equal to the amount of *deposit* the *vendor* may retain under Printed Clause 9.1.

14.7 On completion of this Contract, and if the *purchaser* has otherwise complied with this Contract, the *vendor* will cause the original Bank Guarantee or Deposit Bond (as appropriate) to be returned to the *purchaser*.

14.8 If the *purchaser* does not comply with any of its obligations under this Clause the *vendor* may call for payment by the Bank or Insurer (as appropriate) of the amount stated in the Bank Guarantee or Deposit Bond and to the extent only of the money then paid to the *vendor* by the Bank or Insurer (as appropriate) the *purchaser's* obligations under this Contract will be regarded as satisfied.

**14.9** If any Bank Guarantee or Deposit Bond is due to expire before the date which is 21 days after the *date for completion*, the *purchaser* must not later than 10 *business days* prior to such expiry either:

- (a) pay to the *vendor* the *deposit*; or
- (b) give to the *vendor* a fresh Bank Guarantee or Deposit Bond with an expiry date falling not less than 21 days after the *date for completion* -

provided that nothing in this Special Condition is to be regarded as compelling the *vendor* to accept a Bank Guarantee or Deposit Bond containing an expiry date that is prior to the *date for completion*.

**15. Deposit less than ten percent**

If the *deposit* agreed to be paid or actually paid by the *purchaser* is less than 10% of the *price*, notwithstanding any other provision of this Contract:

- (a) the *vendor* will be entitled to all interest payable on the *deposit* as a result of its investment; and
- (b) if the *vendor* becomes entitled to the *deposit*, then without prejudice to any other rights of the *vendor* under this Contract or at law, the *purchaser* will immediately on demand pay to the *vendor* the difference between 10% of the *price* and the amount actually paid so that a full 10% of the *price* is forfeited.

**16. Foreign Acquisitions and Takeovers Act 1975**

**16.1** The *purchaser* warrants that either:

- (a) the provisions of the *Foreign Acquisitions and Takeovers Act 1975*, or comparable legislation, requiring the obtaining of consent to the purchase of the *property* do not apply to the *purchaser* and to this purchase; or
- (b) if the provisions of the *Foreign Acquisitions and Takeovers Act 1975*, or comparable legislation, do apply the *purchaser* has made all necessary applications for and has received written notice from the Treasurer of approval of the application.

**16.2** If there is a breach of this warranty, whether deliberately or unintentionally, the *purchaser* will indemnify and compensate the *vendor* in respect of any loss, damage, penalty, fine or legal costs which may be suffered or incurred by the *vendor* as a consequence thereof. This warranty shall not merge on completion.

**17. Requisitions on title**

Not used.

**18. Removal of picture hooks and other hanging devices**

The *vendor* is not required to remove any picture hooks or other hanging devices from the walls or from other areas of the *property*, or to patch, paint or otherwise make good any marks or blemishes arising or remaining after the removal of any picture or other item removed from the walls.

**19. Error in adjustments**

- (a) The *vendor* and *purchaser* agree that in the event there is an error or miscalculation in the adjustments pursuant to Printed Clause 14 of this Contract, the error or miscalculation will be corrected and payment made to the party to whom payment is due within 5 *business days* of notice of the error or miscalculation.

(b) The terms of this Special Condition will not merge on completion.

## 20. Water and sewer

### 20.1 Diagrams

Annexed to this Contract is a copy of the sewer service location plan issued by the Hunter Water Corporation in relation to the *property*. The *vendor* does not warrant the accuracy of the diagram and the *purchaser* will make no objection, *requisition* or claim for compensation or seek to delay completion or *rescind* or *terminate* this Contract in respect of any matter disclosed or referred to in the diagram or should it be established that any roof or surface water drainage is connected to the sewer of Hunter Water Corporation.

### 20.2 Building over sewer

Not used.

## 21. Planning certificate

21.1 The *purchaser* acknowledges disclosure by the *vendor* of the information contained in the certificate issued by Cessnock City Council under sections 10.7(2) & (5) of the *Environmental Planning and Assessment Act 1979 (NSW)* as annexed to this Contract.

21.2 The *purchaser* warrants that it has satisfied itself as to the accuracy of the information disclosed in the section 10.7(2) & (5) certificate and of all conditions, restrictions and prohibitions imposed upon the *property* under or applicable to environmental planning instruments affecting the *property*.

21.3 Except as permitted under part IV of the *Conveyancing Act 1919 (NSW)* the *purchaser* will not make or take any objection, *requisition* or claim for compensation or delay completion or *rescind* or *terminate* this Contract by reason of any errors or omissions in the section 10.7(2) & (5) certificate.

## 22. Survey and fencing

22.1 The *vendor* is not in possession of a survey report and this Contract is not conditional upon the *purchaser* obtaining a survey report.

22.2 The *purchaser* acknowledges that the *purchaser* acquires the *property* with the fences (if any) as they are whether on the correct boundary lines or not and whether give and take fences and in their present condition and state of repair. The *vendor* is under no obligation to fence or repair fencing before or after completion. The *purchaser* will not make any *requisition*, objection or claim for compensation with respect to this Special Condition.

## 23. Strata title information certificate

Not used.

## 24. Breach of statutory warranty by vendor

24.1 If the *purchaser* discovers that the *vendor* has breached any warranty implied by the *Conveyancing (Sale of Land) Regulation 2022*, the *purchaser* must, within 7 days of discovering that breach, notify the *vendor* of that breach.

24.2 If the *vendor* breaches any warranty implied by the *Conveyancing (Sale of Land) Regulation 2022*, the *vendor* may, before completion, service a notice:

- (a) setting out the breach;
- (b) requesting the *purchaser* to serve a notice on the *vendor* irrevocably waiving the breach ("Waiver"); and

- (c) indicating that the *vendor* intends to rescind this Contract if the Waiver is not served within 10 *business days* of service of that notice.

**24.3** The *vendor* may rescind the Contract if:

- (a) the *vendor* serves a notice under Special Condition 24.2; and
- (d) the *purchaser* does not serve the Waiver within the time required under the notice.

**24.4** If the *purchaser* serves a Waiver before the *vendor* rescinds under Special Condition 24.2, the *vendor* is no longer entitled to rescind under Special Condition 24.3.

**24.5** The *purchaser* has no claim against the *vendor* for breach of any warranty implied by the *Conveyancing (Sale of Land) Regulation 2022* other than the right of rescission given by that regulation.

**25. Solar Energy System**

**25.1** For the purposes of this Special Condition "Solar Energy System" means the panels, inverter, racking and solar battery storage unit installed on the *property*.

**25.2** The *purchaser* acknowledges there is a Solar Energy System installed on the *property* and the parties agree as follows:

- (a) whether or not any benefits currently provided to the *vendor* by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of the *property* is a matter for enquiry and confirmation by the *purchaser*;
- (b) the *purchaser* agrees that it will negotiate with the current energy supplier or an energy supplier of its choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said Solar Energy System and the *purchaser* will indemnify and hold harmless the *vendor* against any claims for any benefits whatsoever with respect to the said Solar Energy System; and
- (c) the *vendor* makes no representations or warranties with respect to the Solar Energy System in relation to its condition, state of repair, fitness for the purposes for which it was installed, its in-put to the electricity grid or any benefits arising from any electricity generated by the said Solar Energy System.

**25.3** The *vendor* does not warrant:

- (a) the Solar Energy System was installed by an electrical contractor accredited pursuant to the Accredited Service Provider Scheme;
- (b) the Solar Energy System complies with Australian standards; or
- (c) a Certificate of Compliance of Electrical Work (CCEW) is available.

**25.4** This Contract is not conditional upon the:

- (a) *vendor* providing a CCEW or the *purchaser* obtaining a CCEW prior to the *date for completion*;
- (b) Solar Energy System remains under warranty in relation to any component of the Solar Energy System; or
- (c) transfer of the feed-in tariffs to the *purchaser* or the *purchaser* entering into an agreement with the current or any other energy supplier with respect to the feed-in tariffs prior to the *date for completion*

25.5 The *purchaser* will make no objection, *requisition* or claim for compensation or seek to delay completion or *rescind* or *terminate* this Contract in respect of any matter in relation to the Solar Energy System or disclosed or referred to in this Special Condition.

26. **Guarantee where purchaser is a corporation**

If the *purchaser* is a corporation (other than a corporation listed on any Australian Stock Exchange) the *purchaser* will procure that the directors of the *purchaser* guarantee the obligations of the *purchaser* under this Contract as follows:

(a) In this Contract:

- (i) "**Guarantor**" means the directors of the *purchaser* jointly and each of them severally, as the context requires;
- (ii) "**Guaranteed Money**" means all amounts which, whether at law, in equity, by statute or otherwise are payable, owing but not currently payable, are contingently owing or which remain unpaid by the *purchaser* to the *vendor* at any time or which are reasonably foreseeable as being likely, after that time, to fall within any of those categories, for any reason or circumstance in connection with this Contract or any transaction contemplated by it;
- (iii) "**Guaranteed Obligations**" means all the *purchaser's* express or implied obligations to the *vendor* in connection with this Contract or any transaction contemplated by it.

(b) In consideration of the *vendor* agreeing to enter into this Contract, the Guarantor hereby irrevocably and unconditionally guarantees to the *vendor* the due and punctual payment of all of the Guaranteed Money and the due and punctual performance of all of the Guaranteed Obligations.

(c) The Guarantor agrees to indemnify and hold harmless the *vendor* from and against any loss incurred by the *vendor* in connection with:

- (i) the Guaranteed Money not being recoverable from the *purchaser* or the Guarantor; or
- (ii) the Guaranteed Obligations not being duly and punctually performed –
- for any reason or circumstance whatsoever.

(d) This guarantee and indemnity is to be a continuing guarantee and indemnity which will:

- (i) continue in full force and effect irrespective of the legality, validity or enforceability of any other clause or provision hereof and notwithstanding the winding-up or dissolution of the *purchaser* or any change in its status, control or ownership;
- (ii) not be satisfied by any intermediate payment or satisfaction of any part of any sum or sums of money owing by the *purchaser* under this Contract; and
- (iii) remain in force until all moneys owing under this Contract have been paid in full.

(e) This guarantee and indemnity shall be a primary obligation and debt of the Guarantor and accordingly no person for whose benefit this guarantee and indemnity is given shall be obliged before enforcing this guarantee and indemnity:

- (i) to make any demand of the *purchaser*;

- (ii) to take proceedings or obtain judgment against the *purchaser* in any court;
  - (iii) to make or file any claim in bankruptcy or liquidation of the *purchaser*; or
  - (iv) to enforce any other security held by such person in respect of the obligations of the *purchaser* hereunder.
- (f) The Guarantor agrees that its obligations under this guarantee and indemnity will not be in any way discharged or impaired by any forbearance (whether as to payment or otherwise) or any time or other indulgence given to the *purchaser* in relation to all or any of the obligations assumed by the *purchaser* or by any variation of any other provision of this Contract (whether or not the Guarantor shall be party to or aware of the same) or by any act, thing, omission or means which, but for this provision, would or might constitute a legal or equitable discharge or defence of a guarantor.
- (g) The Guarantor agrees that so long as any sums are or may be owed by the *purchaser* hereunder any rights which the Guarantor may at any time have by reason of the performance by the Guarantor of its obligations hereunder:
- (i) to be indemnified by the *purchaser*; and/or
  - (ii) to take the benefit (in whole or in part) of any security taken pursuant to this Contract by all or any of the persons for whose benefit this guarantee and indemnity is given –
- shall be exercised by the Guarantor in such manner and upon such terms as the *vendor* may require and further agrees to hold any moneys at any time received by it as a result of the exercise of any such rights for and on behalf and to the order of the *vendor* for application in or towards payment of any sums at any time owed by the *purchaser* under this Contract.
- (h) The Guarantor represents, warrants and covenants in favour of the *vendor* that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.
- (i) If any payment or repayment by or on behalf of the *purchaser* of any part of the Guaranteed Moneys guaranteed is subsequently set aside by any court of competent jurisdiction or otherwise required to be reimbursed by the *vendor*, then notwithstanding any release or discharge previously granted to the Guarantor the guarantee and indemnity herein shall be immediately reinstated in respect of such moneys (together with interest thereon as provided in this Contract) and the Guarantor shall be liable accordingly under this Special Condition.

**SIGNED SEALED AND DELIVERED** by )  
 the said **GUARANTOR AS A DEED** )  
 in the presence of: )

.....  
 Signature of Witness

.....  
 Signature of Guarantor

.....  
 Name:



FOLIO: 1551/1268786

-----

SEARCH DATE	TIME	EDITION NO	DATE
5/3/2024	6:20 PM	4	23/1/2023

LAND

-----

LOT 1551 IN DEPOSITED PLAN 1268786  
AT CLIFTFLEIGH  
LOCAL GOVERNMENT AREA CESSNOCK  
PARISH OF HEDDON COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM DP1268786

FIRST SCHEDULE

-----

MELEAH THERESE TURNBULL  
MATTHEW JOHN BRIDGE  
AS JOINT TENANTS

(T AS806259)

SECOND SCHEDULE (10 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1242605 EASEMENT FOR SUPPORT 1 METRE(S) WIDE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 3 DP1268786 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1268786 EASEMENT FOR DRAINAGE OF WATER 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1268786 EASEMENT FOR DRAINAGE OF WATER 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1268786 EASEMENT FOR SUPPORT 1 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1268786 EASEMENT FOR SUPPORT 1 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1268786 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1268786 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
- 10 AS806260 MORTGAGE TO NEWCASTLE PERMANENT BUILDING SOCIETY LIMITED

NOTATIONS

-----

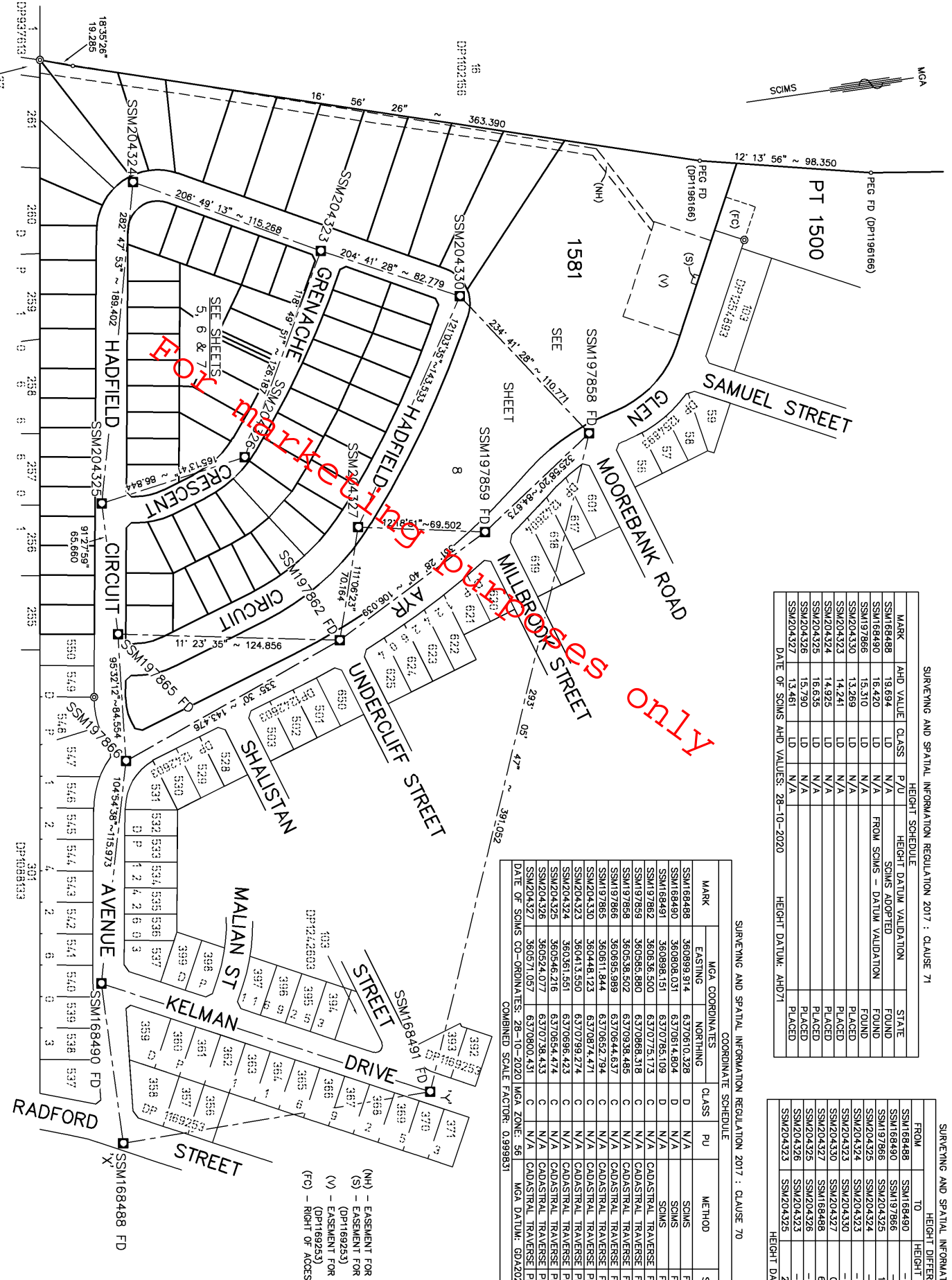
UNREGISTERED DEALINGS: NIL

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

24015

PRINTED ON 5/3/2024

\* 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 1900.



SURVEYING AND SPATIAL INFORMATION REGULATION 2017 : CLAUSE 71

MARK	ADD VALUE	CLASS	P/U	HEIGHT DATUM	VALIDATION	STATE
SSM168488	19.694	LD	N/A	N/A	FOUND	FOUND
SSM168490	16.420	LD	N/A	N/A	FOUND	FOUND
SSM197866	15.310	LD	N/A	N/A	FOUND	FOUND
SSM204326	13.269	LD	N/A	N/A	PLACED	PLACED
SSM204323	14.241	LD	N/A	N/A	PLACED	PLACED
SSM204324	14.925	LD	N/A	N/A	PLACED	PLACED
SSM204325	16.635	LD	N/A	N/A	PLACED	PLACED
SSM204328	15.790	LD	N/A	N/A	PLACED	PLACED
SSM204327	13.461	LD	N/A	N/A	PLACED	PLACED

DATE OF SCMS ADD VALUES: 28-10-2020 HEIGHT DATUM: AHD71

SURVEYING AND SPATIAL INFORMATION REGULATION 2017 : CLAUSE 69

FROM	TO	HEIGHT DIFFERENCE	SCHEDULE	METHOD
SSM168488	SSM168490	-3.277	DIFFERENTIAL LEVELLING	
SSM168490	SSM197866	-1.106	DIFFERENTIAL LEVELLING	
SSM197866	SSM204325	1.324	DIFFERENTIAL LEVELLING	
SSM204325	SSM204324	-1.710	DIFFERENTIAL LEVELLING	
SSM204324	SSM204323	-0.684	DIFFERENTIAL LEVELLING	
SSM204323	SSM204327	-0.972	DIFFERENTIAL LEVELLING	
SSM204327	SSM168488	6.233	DIFFERENTIAL LEVELLING	
SSM204325	SSM204326	-0.845	DIFFERENTIAL LEVELLING	
SSM204326	SSM204328	-1.549	DIFFERENTIAL LEVELLING	
SSM204328	SSM204327	2.394	DIFFERENTIAL LEVELLING	

HEIGHT DATUM: AHD71

SURVEYING AND SPATIAL INFORMATION REGULATION 2017 : CLAUSE 70

MARK	EASTING	NORTHING	CLASS	PU	METHOD	STATE
SSM168488	360899.914	6370610.328	D	N/A	SCMS	FOUND
SSM168490	360898.031	6370614.804	D	N/A	SCMS	FOUND
SSM168491	360898.151	6370785.109	D	N/A	SCMS	FOUND
SSM197866	360936.500	6370775.173	C	N/A	CADASTRAL TRAVERSE	FOUND
SSM197865	360959.880	6370868.318	C	N/A	CADASTRAL TRAVERSE	FOUND
SSM197865	360935.502	6370935.485	C	N/A	CADASTRAL TRAVERSE	FOUND
SSM197865	360959.989	6370652.794	C	N/A	CADASTRAL TRAVERSE	FOUND
SSM204320	360448.123	6370874.471	C	N/A	CADASTRAL TRAVERSE	PLACED
SSM204323	360413.550	6370799.274	C	N/A	CADASTRAL TRAVERSE	PLACED
SSM204324	360361.551	6370696.423	C	N/A	CADASTRAL TRAVERSE	PLACED
SSM204325	360546.216	6370654.474	C	N/A	CADASTRAL TRAVERSE	PLACED
SSM204326	360524.077	6370738.433	C	N/A	CADASTRAL TRAVERSE	PLACED
SSM204327	360521.057	6370800.431	C	N/A	CADASTRAL TRAVERSE	PLACED

DATE OF SCMS CO-ORDINATES: 28-10-2020 MGA ZONE: 56 MGA DATUM: GD2020  
 COMBINED SCALE FACTOR: 0.99998531

(NH) - EASEMENT FOR PIPELINE 4 WIDE  
 (S) - EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.3 WIDE (DP1169253)  
 (V) - EASEMENT FOR SEWAGE PUMPING STATION VARIABLE WIDTH (DP1169253)  
 (fc) - RIGHT OF ACCESS 18 WIDE (DP1242804)

**SURVEY CONNECTIONS**  
 SSM168491 'Y' - SSM168488 'X'  
 359.25'19" ~ 174.819 (MGA GROUND)  
 359.25'19" ~ 174.820 (SURVEY)  
 SSM168490 - SSM168488  
 92.47'20" ~ 92.007 (MGA GROUND)  
 92.47'19" ~ 92.000 (SURVEY)  
 SSM168490 - SSM168491  
 27.53'01" ~ 192.211 (SURVEY)

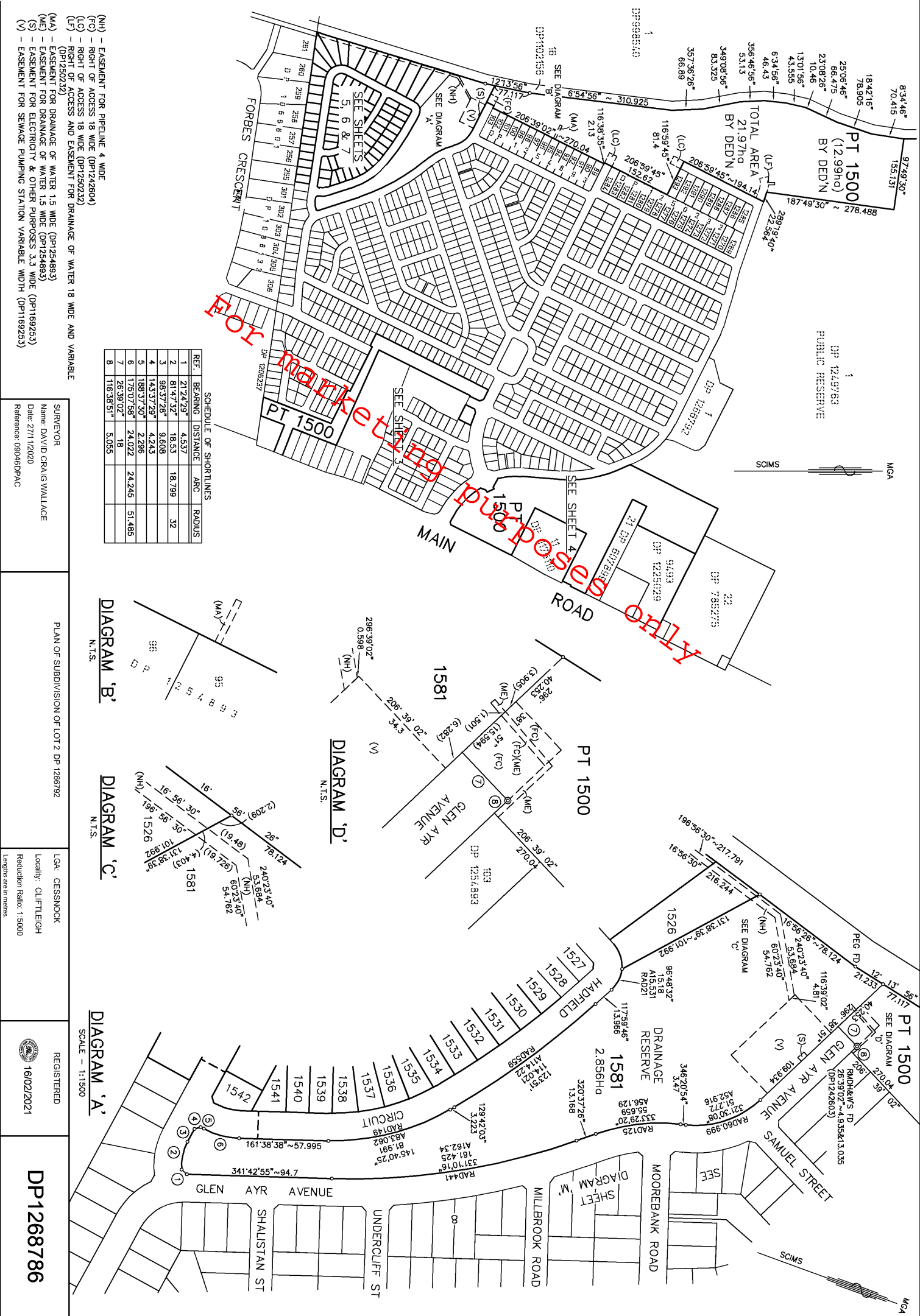
**SURVEYOR**  
 Name: DAVID CRAIG WALLACE  
 Date: 27/11/2020  
 Reference: 09046DPAC

PLAN OF SUBDIVISION OF LOT 2 DP 1268792

LGA: CESSNOCK  
 Locality: CLIFTEIGH  
 Reduction Ratio: 1:1500  
 Lengths are in meters

REGISTERED  
 16/02/2021

DP1268786



SCHEDULE OF SHORTLINES

REF.	BEARING	DISTANCE	ARC	RADIUS
1	21°24'29"	4.537		
2	81°47'32"	18.53	18.799	32
3	98°37'28"	9.608		
4	143°37'29"	4.243		
5	188°37'30"	2.296		
6	173°07'58"	24.022	24.245	51.485
7	26°39'02"	18		
8	116°38'51"	5.035		

DIAGRAM 'B'  
N.T.S.

DIAGRAM 'C'  
N.T.S.

DIAGRAM 'A'  
SCALE - 1:1500

SURVEYOR  
 Name: DAVID CRAIG WALLACE  
 Date: 27/11/2020  
 Reference: 09046DPAC

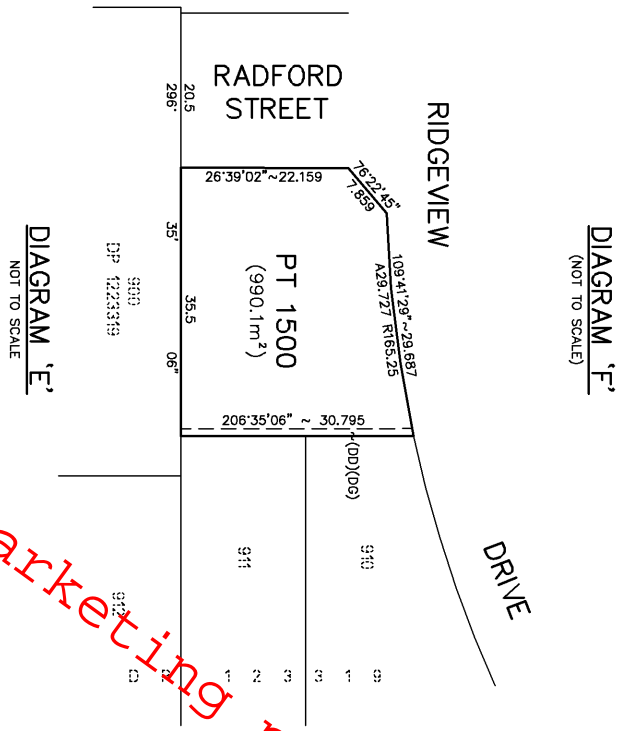
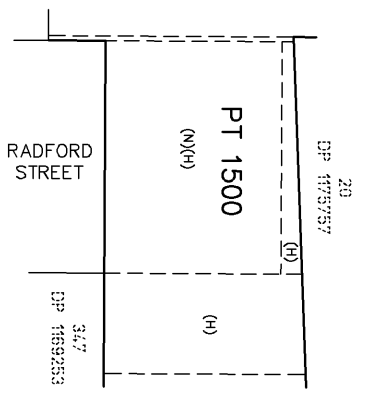
PLAN OF SUBDIVISION OF LOT 2 DP 1268792

LGA: CESSNOCK  
 Locality: CLIFTFIELD  
 Reduction Ratio: 1:5000  
 Lengths are in meters.

REGISTERED  
 16/02/2021

DP1268786

ATTENTION  
 FOR MARKED PURPOSES ONLY



SCHEDULE OF SHORTLINES

REF.	BEARING	DISTANCE	ARC	RADIUS
9	116°39'02"	23.75		
10	158°53'01"	8.778		
11	26°38'55"	24.031		
12	296°35'06"	0.755		

For marketing purposes only

- (H) - EASEMENT FOR TRANSMISSION LINE 30.48 WIDE WIDE GOV. GAZ. DATED 9-12-1966 FOLIO 4997
- (X) - LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE - BK 1681 No.764
- (DD) - EASEMENT FOR SUPPORT 1 WIDE (DP1223319)
- (DG) - BENEFITED BY EASEMENT FOR SUPPORT 1 WIDE (DP1223319)
- (DB) - EASEMENT FOR SUPPORT 1 WIDE (DP1242805)
- (GA) - BENEFITED BY EASEMENT FOR SUPPORT 1 WIDE (DP1242805)
- (L) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 15 WIDE (DP1169253)
- (N) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 20.5 WIDE (DP1169253)
- (P) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 15 WIDE (DP1169253)
- (Q) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 17 WIDE (DP1169253)
- (SS) - BENEFITED BY DRAINAGE OF WATER 1.5 WIDE (DP1169253)
- (VV) - BENEFITED BY DRAINAGE OF WATER 1.5 WIDE (DP1169253)
- (U) - BENEFITED BY DRAINAGE OF WATER 1.5 WIDE (DP1169253)

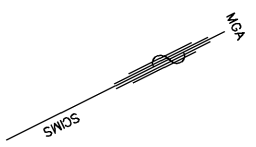
SURVEYOR  
 Name: DAVID CRAIG WALLACE  
 Date: 27/11/2020  
 Reference: 09046DPAC

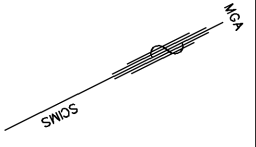
PLAN OF SUBDIVISION OF LOT 2 DP 1268792

LGA: CESSNOCK  
 Locality: CLIFTEIGH  
 Reduction Ratio: 1:1500  
 Lengths are in meters.

REGISTERED  
 16/02/2021

DP1268786

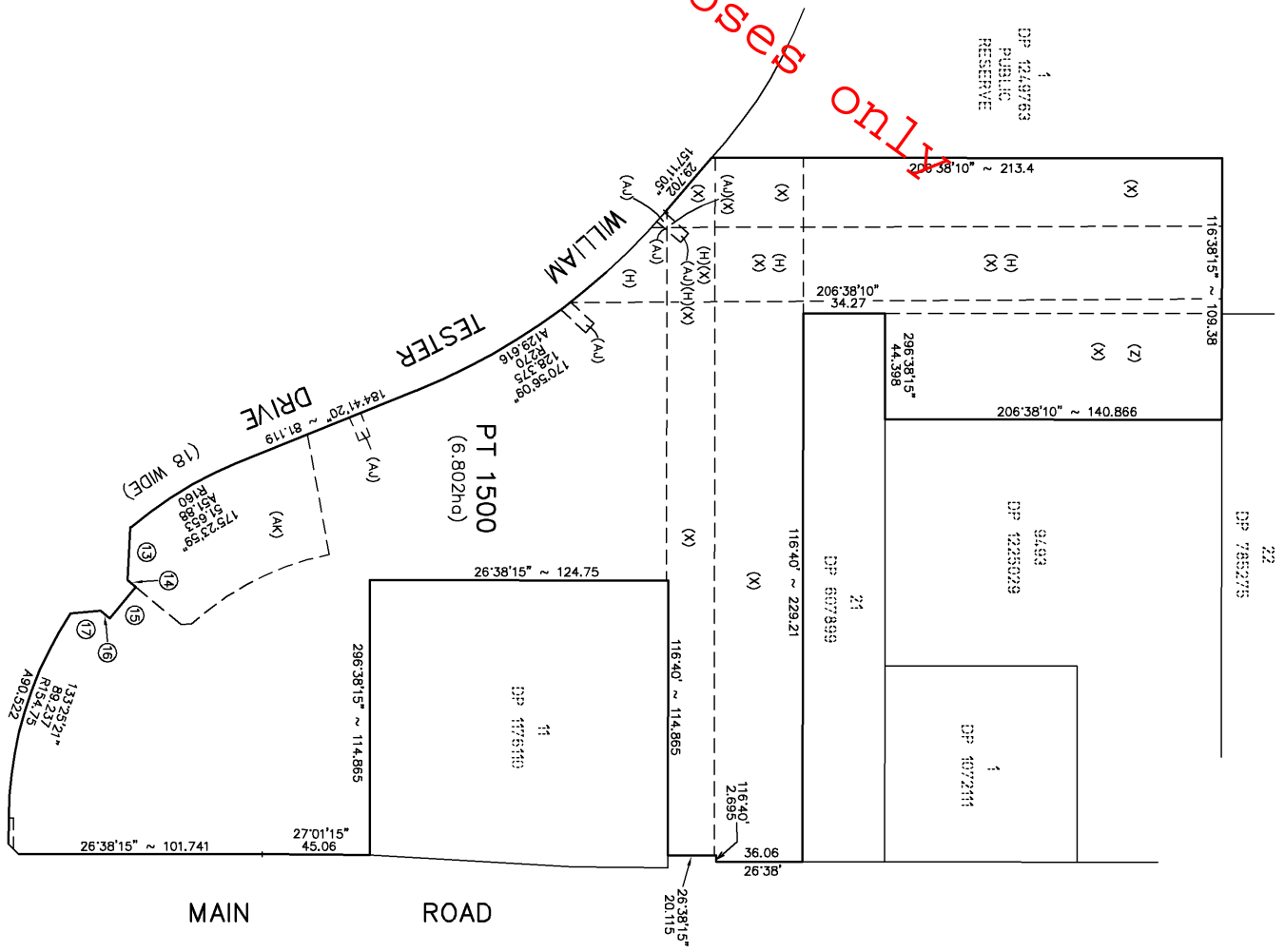
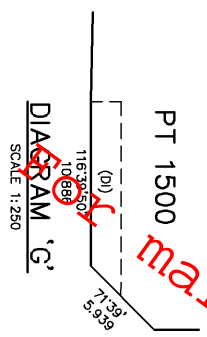




SCHEDULE OF SHORT LINES

LINE	BEARING	DISTANCE
13	119°29'32"	22.232
14	246°14'17"	4.534
15	156°14'17"	17
16	66°14'17"	4.94
17	201°4'06"	12.657

- (D) - DENOTES AREA BENEFITTED BY EASEMENT FOR BILLBOARD 3.5 WIDE (DP1223319)
- (H) - EASEMENT FOR TRANSMISSION LINE 30.48 WIDE WIDE GOV GAZ DATED 9-12-1966 FOLIO 4997
- (X) - LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE - BK 1681 No.764
- (Z) - RESTRICTION ON THE USE OF LAND (DP1072111)
- (AU) - EASEMENT FOR DRAINAGE OF WATER 5 WIDE (DP1196166)
- (AK) - EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (DP1196166)



marketing purposes only

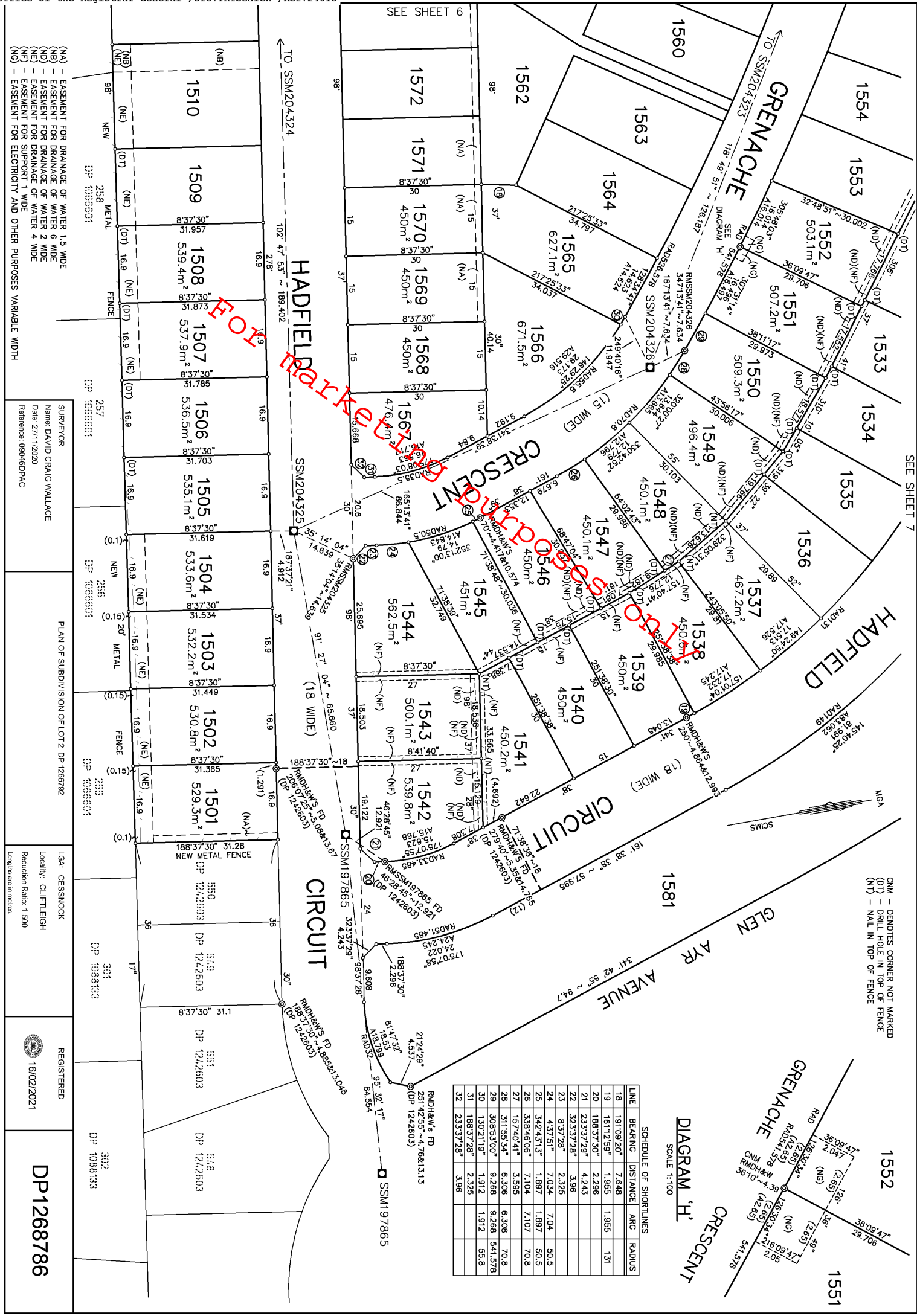
SURVEYOR  
 Name: DAVID CRAIG WALLACE  
 Date: 27/11/2020  
 Reference: 09046DPAC

PLAN OF SUBDIVISION OF LOT 2 DP 1268792

LGA: CESSNOCK  
 Locality: CLIFTEIGH  
 Reduction Ratio: 1:1500  
 Lengths are in meters

REGISTERED  
 16/02/2021

DP1268786



SCHEDULE OF SHORTLINES

LINE	BEARING	DISTANCE	ARC	RADIUS
18	191°09'20"	7.448		
19	161°12'59"	1.955	1.955	131
20	188°37'30"	2.296		
21	233°37'28"	4.243		
22	323°37'28"	3.96		
23	8°37'28"	2.325		
24	4°37'51"	7.034	7.04	50.5
25	342°43'13"	1.897	1.897	50.5
26	338°46'08"	7.104	7.107	70.8
27	157°40'41"	3.595		
28	311°55'34"	6.306	6.308	70.8
29	308°53'00"	9.268	9.268	541.578
30	130°21'19"	1.912	1.912	55.8
31	188°37'28"	2.325		
32	233°37'28"	3.96		

DIAGRAM 'H'  
SCALE 1:100

- (NA) - EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
- (NB) - EASEMENT FOR DRAINAGE OF WATER 6 WIDE
- (NC) - EASEMENT FOR DRAINAGE OF WATER 2 WIDE
- (ND) - EASEMENT FOR DRAINAGE OF WATER 4 WIDE
- (NE) - EASEMENT FOR DRAINAGE OF WATER 1 WIDE
- (NF) - EASEMENT FOR SUPPORT 1 WIDE
- (NG) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH

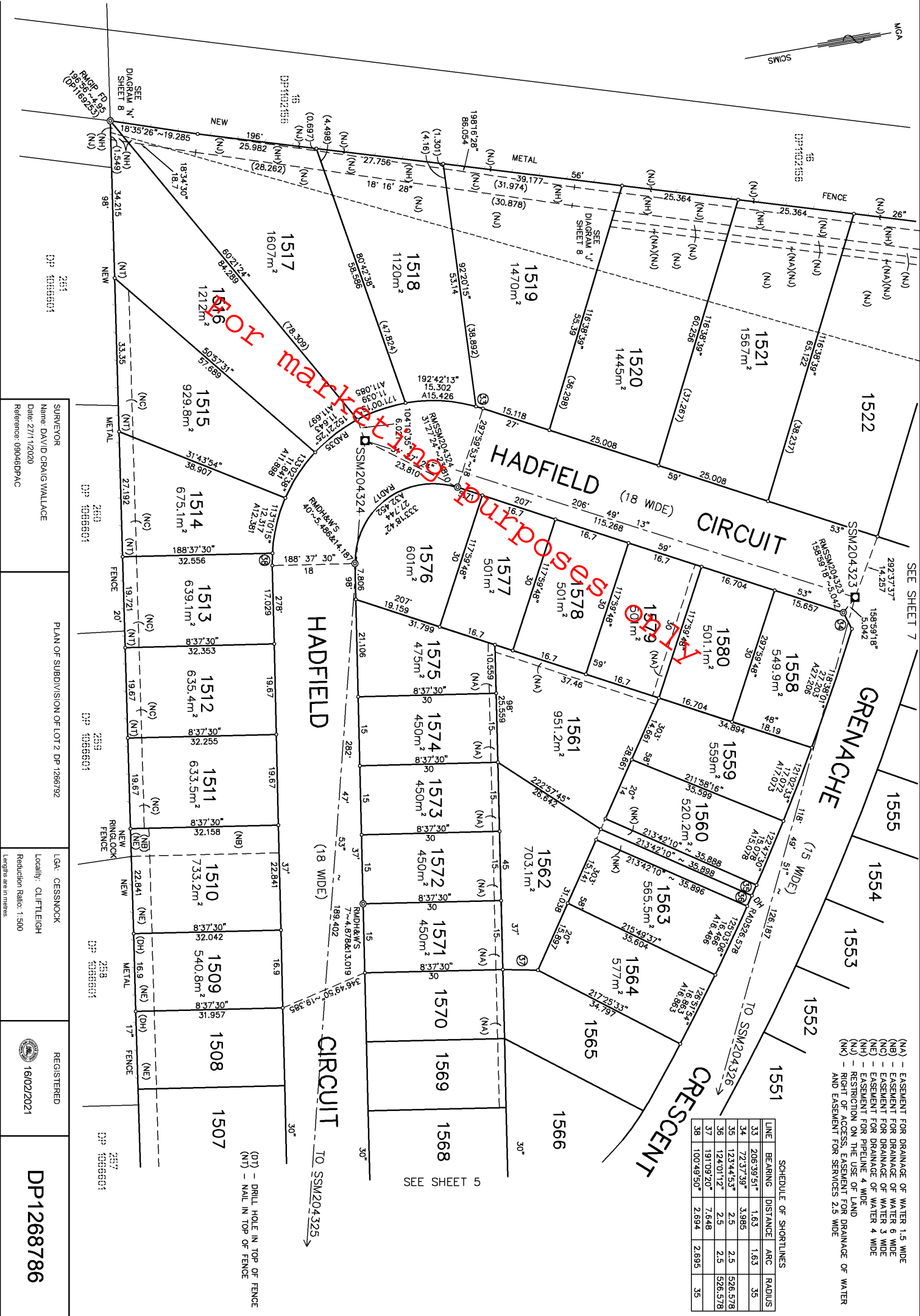
SUREVOR Name DAVID CRAIG WALLACE  
 Date 27/11/2020  
 Reference: 09046DPAC

PLAN OF SUBDIVISION OF LOT 2 DP 1268792  
 DP 1268786

LGA: CESSNOCK  
 Locality: CLIFTON  
 Reduction Ratio: 1:500  
 Lengths are in meters

REGISTERED  
 16/02/2021

DP1268786



- (NA) - EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
- (NB) - EASEMENT FOR DRAINAGE OF WATER 6 WIDE
- (NC) - EASEMENT FOR DRAINAGE OF WATER 3 WIDE
- (NE) - EASEMENT FOR DRAINAGE OF WATER 4 WIDE
- (NH) - EASEMENT FOR PIPELINE 4 WIDE
- (NI) - RESTRICTION ON THE USE OF LAND
- (NJ) - RESTRICTION ON THE USE OF LAND
- (NK) - RIGHT OF ACCESS EASEMENT FOR DRAINAGE OF WATER AND EASEMENT FOR SERVICES 2.5 WIDE

SCHEDULE OF SHORTLINES

LINE	BEARING	DISTANCE	ARC	RADIUS
33	206.39.51°	1.63	1.63	35
34	72.37.39°	3.985		
35	123.44.53°	2.5	2.5	526.578
36	124.01.12°	2.5	2.5	526.578
37	191.09.20°	7.648		
38	100.49.50°	2.894	2.895	35

2531  
 DP: 10365501

SURVEYOR  
 Name: DAVID CRAIG WALLACE  
 Date: 27/11/2020  
 Reference: 09046DPAC

PLAN OF SUBDIVISION OF LOT 2 DP 1268792

LGA: CESSNOCK  
 Locality: CLIFTEIGH  
 Reduction Ratio: 1:500  
 Lengths are in meters

REGISTERED  
 16/02/2021  
 DP1268786

(D1) - DRILL HOLE IN TOP OF FENCE  
 (N1) - NAIL IN TOP OF FENCE

SEE SHEET 5

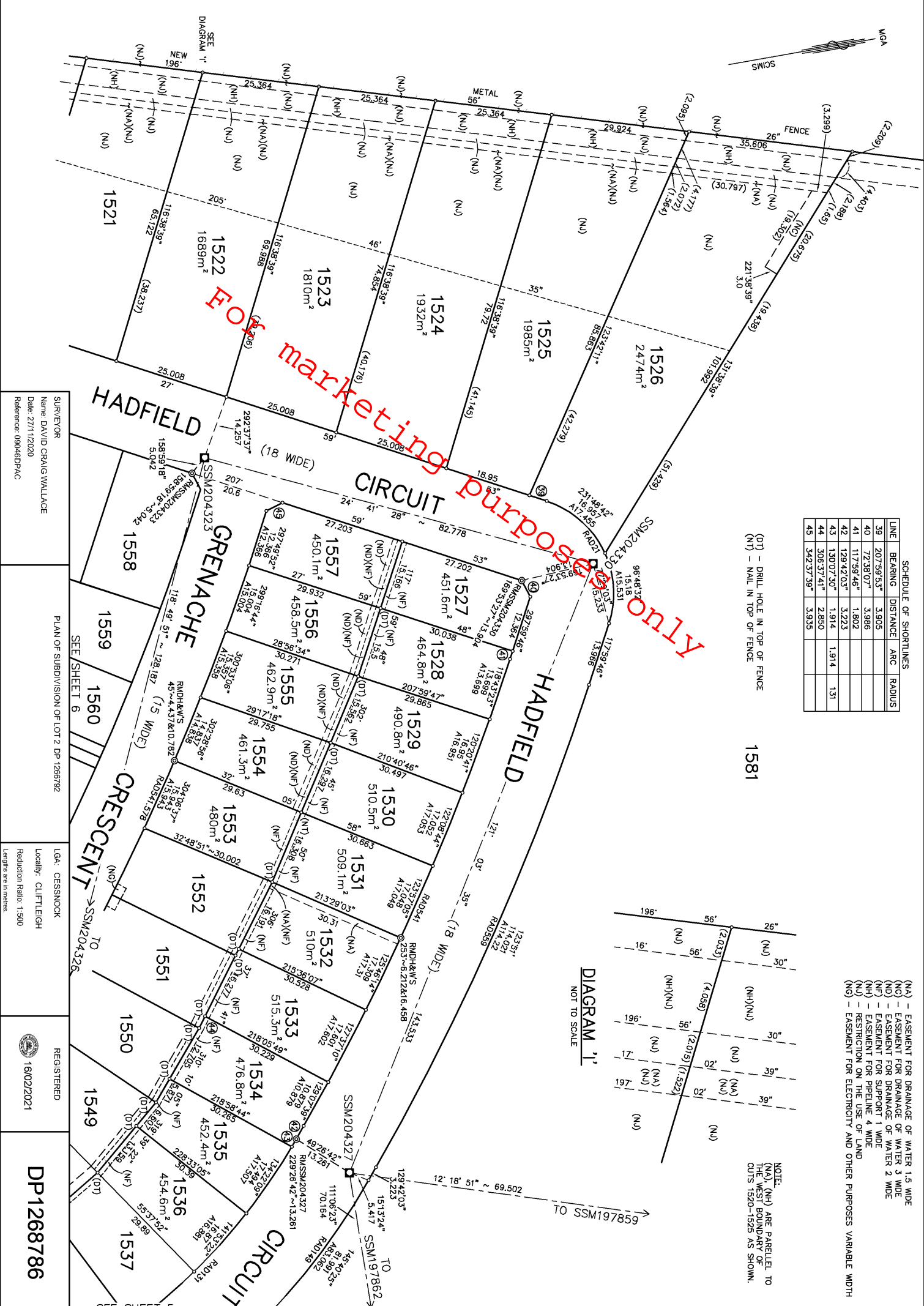
SCHEDULE OF SHORTLINES

LINE	BEARING	DISTANCE	ARC	RADIUS
39	207°59'53"	3.905		
40	72°38'07"	3.986		
41	117°58'46"	1.802		
42	129°42'03"	3.223		
43	130°07'30"	1.914	1.914	131
44	306°37'41"	2.850		
45	342°37'39"	3.935		

(D1) - DRILL HOLE IN TOP OF FENCE  
 (N1) - NAIL IN TOP OF FENCE

1581

NOTE:  
 (NA) ARE PARALLEL TO THE WEST BOUNDARY OF CUTS 1520-1525 AS SHOWN.  
 (NH) - EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE  
 (ND) - EASEMENT FOR DRAINAGE OF WATER 3 WIDE  
 (NF) - EASEMENT FOR DRAINAGE OF WATER 2 WIDE  
 (NF) - EASEMENT FOR SUPPORT 1 WIDE  
 (NH) - EASEMENT FOR PIPELINE 4 WIDE  
 (NU) - RESTRICTION ON THE USE OF LAND  
 (NG) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH



SURVEYOR  
 Name: DAVID CRAIG WALLACE  
 Date: 27/11/2020  
 Reference: 09046DPAC

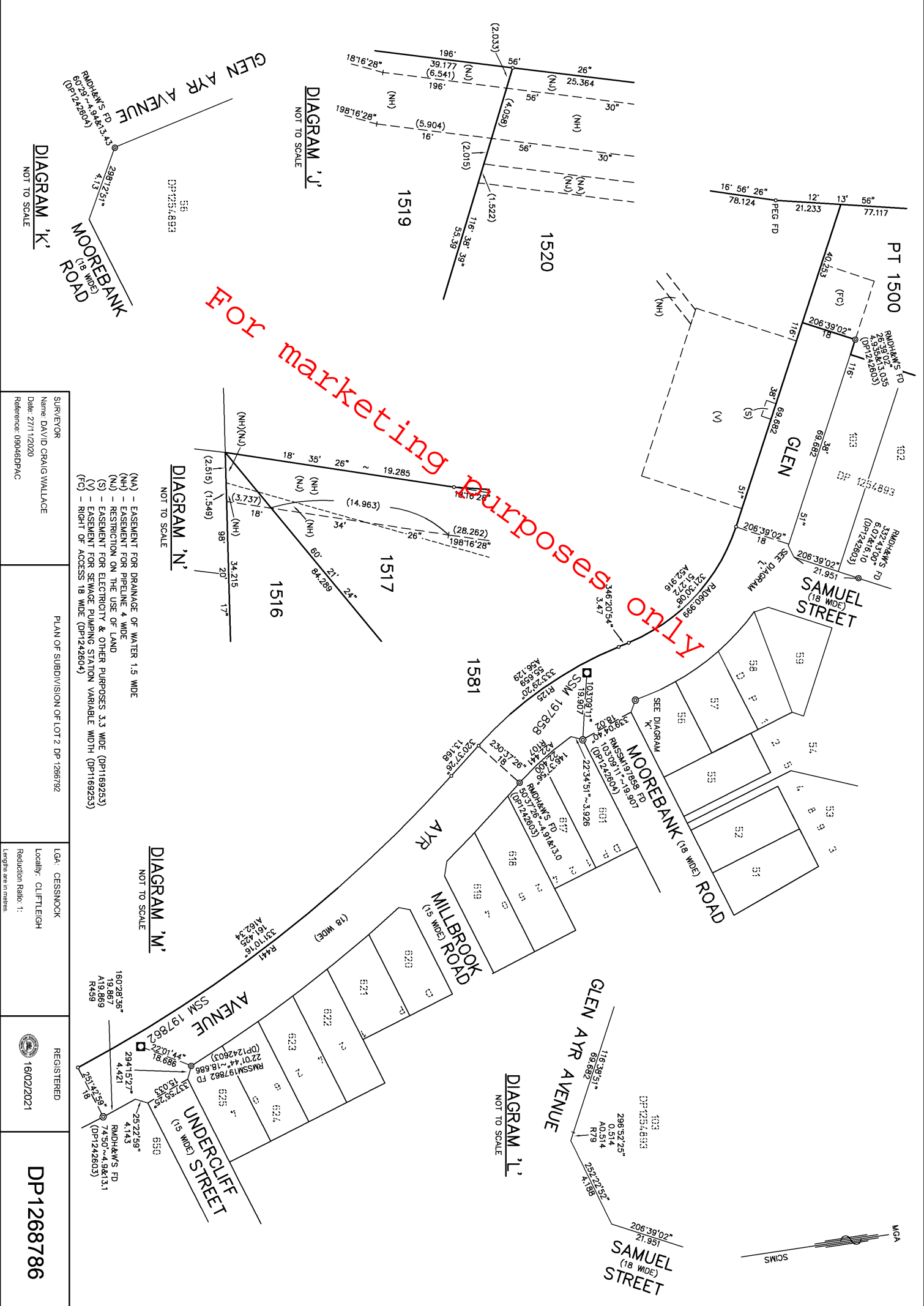
PLAN OF SUBDIVISION OF LOT 2 DP 1268792  
 SEE SHEET 6


LGA: CESSNOCK  
 Locality: CLIFTFIELDH  
 Reduction Ratio: 1:500  
 Lengths are in meters

REGISTERED  
 16/02/2021

DP1268786

SEE SHEET 5



SURVEYOR Name: DAVID CRAIG WALLACE Date: 27/11/2020 Reference: 09046DPAC	PLAN OF SUBDIVISION OF LOT 2 DP 1268792	LGA: CESSNOCK Locality: CLIFTEIGH Reduction Ratio: 1: Lengths are in meters	REGISTERED  16/02/2021	DP1268786
---	---	--	---	-----------

- (NA) - EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
- (NH) - EASEMENT FOR PIPELINE 4 WIDE
- (NS) - RESTRICTION ON THE USE OF LAND
- (S) - EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.3 WIDE (DP1169253)
- (V) - EASEMENT FOR SEWAGE PUMPING STATION VARIABLE WIDTH (DP1169253)
- (FC) - RIGHT OF ACCESS 18 WIDE (DP1242604)

DIAGRAM 'K'  
NOT TO SCALE

DIAGRAM 'J'  
NOT TO SCALE


DIAGRAM 'N'  
NOT TO SCALE

DIAGRAM 'M'  
NOT TO SCALE

DIAGRAM 'L'  
NOT TO SCALE

### DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 7 sheets

Registered:  16/02/2021

Office Use Only

Title System: TORRENS

Office Use Only

# DP1268786

**PLAN OF SUBDIVISION OF LOT 2 DP 1266792**

LGA: Cessnock  
 Locality: Cliftleigh  
 Parish: Heddon  
 County: Northumberland

FOR MARKETING PURPOSES ONLY

**Survey Certificate**

I, David Craig Wallace of Monteath & Powys, PO Box 2270 Dangar NSW 2309, a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

~~\*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on \_\_\_\_\_ of \_\_\_\_\_.~~

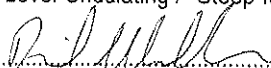
\*(b) The part of the land shown in the plan (\*being/\*excluding \*\*Lots 1501 to 1581 inclusive) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on 27/11/2020 the part not surveyed was compiled in accordance with that Regulation.

~~\*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.~~

Datum Line: 'X' - 'Y'

Type: \*Urban/\*Rural

The terrain is \*Level-Undulating / \*Steep-Mountainous.

Signature:  Dated: 10-2-21

Surveyor Identification No: 7663  
 Surveyor registered under the *Surveying and Spatial Information Act 2002*

\*Strike out inappropriate words.  
 \*\*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

**Crown Lands NSW/Western Lands Office Approval**

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

Signature: .....

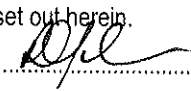
Date: .....

File Number: .....

Office: .....

**Subdivision Certificate**

I, **RICHARD FORBES** .....  
 \*Authorised Person/\*General Manager/\*Registered Certifier, certify that the provisions of s.6.15 of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: 

Registration number: .....

Consent Authority: **CESSNOCK CITY COUNCIL**

Date of endorsement: **03/02/2021**

Subdivision Certificate number: **14/2007/757/23**

File number: **8/2007/757**

\*Strike through if inapplicable.

Plans used in the preparation of survey/compilation.

DP 1196166	DP 1182067
DP 1196167	DP 1225029
DP 1242603	DP 1250232
DP 1242604	DP 1254893
DP 1242605	DP 1266792
DP 1242606	

Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.


It is intended to dedicate Grenache Crescent and the extension of Hadfield Circuit to the public as Public Road.

It is intended to dedicate Lot 1581 as a Drainage Reserve.

Surveyor's Reference: 09046 DPAC

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

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 7 sheets

Registered:  16/02/2021 Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 2 DP 1266792

DP1268786

Subdivision Certificate number: 14/2007/757/23  
 Date of Endorsement: 3/02/2021

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

FOR marketing purposes ONLY


Schedule of Street Addresses

Lot	Street Number	Street Name	Street Type	Location
1500	21	Main	Road	Clifftleigh
1501	9	Hadfield	Circuit	Clifftleigh
1502	11	Hadfield	Circuit	Clifftleigh
1503	13	Hadfield	Circuit	Clifftleigh
1504	15	Hadfield	Circuit	Clifftleigh
1505	17	Hadfield	Circuit	Clifftleigh
1506	19	Hadfield	Circuit	Clifftleigh
1507	21	Hadfield	Circuit	Clifftleigh
1508	23	Hadfield	Circuit	Clifftleigh
1509	25	Hadfield	Circuit	Clifftleigh
1510	27	Hadfield	Circuit	Clifftleigh
1511	29	Hadfield	Circuit	Clifftleigh
1512	31	Hadfield	Circuit	Clifftleigh
1513	33	Hadfield	Circuit	Clifftleigh
1514	35	Hadfield	Circuit	Clifftleigh
1515	37	Hadfield	Circuit	Clifftleigh
1516	39	Hadfield	Circuit	Clifftleigh
1517	41	Hadfield	Circuit	Clifftleigh
1518	43	Hadfield	Circuit	Clifftleigh
1519	45	Hadfield	Circuit	Clifftleigh
1520	47	Hadfield	Circuit	Clifftleigh
1521	49	Hadfield	Circuit	Clifftleigh
1522	51	Hadfield	Circuit	Clifftleigh
1523	53	Hadfield	Circuit	Clifftleigh
1524	55	Hadfield	Circuit	Clifftleigh
1525	57	Hadfield	Circuit	Clifftleigh
1526	59	Hadfield	Circuit	Clifftleigh
1527	46	Hadfield	Circuit	Clifftleigh
1528	48	Hadfield	Circuit	Clifftleigh
1529	50	Hadfield	Circuit	Clifftleigh
1530	52	Hadfield	Circuit	Clifftleigh

If space is insufficient use additional annexure sheet

Surveyor's Reference: 09046 DPAC

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 7 sheets

Registered:  16/02/2021 Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 2 DP 1266792

**DP1268786**

Subdivision Certificate number: 14/2007/757/23  
 Date of Endorsement: 03/02/2021

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

FOR marketing Purposes ONLY


**Schedule of Street Addresses (cont.)**

Lot	Street Number	Street Name	Street Type	Location
1531	54	Hadfield	Circuit	Clifftleigh
1532	56	Hadfield	Circuit	Clifftleigh
1533	58	Hadfield	Circuit	Clifftleigh
1534	60	Hadfield	Circuit	Clifftleigh
1535	62	Hadfield	Circuit	Clifftleigh
1536	64	Hadfield	Circuit	Clifftleigh
1537	66	Hadfield	Circuit	Clifftleigh
1538	68	Hadfield	Circuit	Clifftleigh
1539	70	Hadfield	Circuit	Clifftleigh
1540	72	Hadfield	Circuit	Clifftleigh
1541	74	Hadfield	Circuit	Clifftleigh
1542	6	Hadfield	Circuit	Clifftleigh
1543	8	Hadfield	Circuit	Clifftleigh
1544	2	Grenache	Crescent	Clifftleigh
1545	4	Grenache	Crescent	Clifftleigh
1546	6	Grenache	Crescent	Clifftleigh
1547	8	Grenache	Crescent	Clifftleigh
1548	10	Grenache	Crescent	Clifftleigh
1549	12	Grenache	Crescent	Clifftleigh
1550	14	Grenache	Crescent	Clifftleigh
1551	16	Grenache	Crescent	Clifftleigh
1552	18	Grenache	Crescent	Clifftleigh
1553	20	Grenache	Crescent	Clifftleigh
1554	22	Grenache	Crescent	Clifftleigh
1555	24	Grenache	Crescent	Clifftleigh
1556	26	Grenache	Crescent	Clifftleigh
1557	28	Grenache	Crescent	Clifftleigh
1558	40	Hadfield	Circuit	Clifftleigh
1559	17	Grenache	Crescent	Clifftleigh
1560	15	Grenache	Crescent	Clifftleigh

If space is insufficient use additional annexure sheet

Surveyor's Reference: 09046 DPAC

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 7 sheets

Registered:  16/02/2021 Office Use Only

Office Use Only  
**DP1268786**

PLAN OF SUBDIVISION OF LOT 2 DP 1266792

Subdivision Certificate number: 14/2007/757/23  
Date of Endorsement: 03/02/2021

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

FOR marketing purposes ONLY

Schedule of Street Addresses (cont.)

Lot	Street Number	Street Name	Street Type	Location
1561	13	Grenache	Crescent	Clifleigh
1562	11	Grenache	Crescent	Clifleigh
1563	9	Grenache	Crescent	Clifleigh
1564	7	Grenache	Crescent	Clifleigh
1565	5	Grenache	Crescent	Clifleigh
1566	3	Grenache	Crescent	Clifleigh
1567	12	Hadfield	Circuit	Clifleigh
1568	14	Hadfield	Circuit	Clifleigh
1569	16	Hadfield	Circuit	Clifleigh
1570	18	Hadfield	Circuit	Clifleigh
1571	20	Hadfield	Circuit	Clifleigh
1572	22	Hadfield	Circuit	Clifleigh
1573	24	Hadfield	Circuit	Clifleigh
1574	26	Hadfield	Circuit	Clifleigh
1575	28	Hadfield	Circuit	Clifleigh
1576	30	Hadfield	Circuit	Clifleigh
1577	32	Hadfield	Circuit	Clifleigh
1578	34	Hadfield	Circuit	Clifleigh
1579	36	Hadfield	Circuit	Clifleigh
1580	38	Hadfield	Circuit	Clifleigh
1581	65	Glen Ayr	Avenue	Clifleigh

If space is insufficient use additional annexure sheet

Surveyor's Reference: 09046 DPAC

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 7 sheets

Registered:



16/02/2021

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 2 DP 1266792

DP1268786

Subdivision Certificate number: ...14/2007/757/23

Date of Endorsement: ...03/02/2021

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

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

FOR marketing purposes only

Pursuant to Section 88B of the Conveyancing Act 1919, as amended, it is intended to create:

1. Easement for Drainage of Water 1.5 Wide (NA)
2. Easement for Drainage of Water 6 Wide (NB)
3. Easement for Drainage of Water 3 Wide (NC)
4. Easement for Drainage of Water 2 Wide (ND)
5. Easement for Drainage of Water 4 Wide (NE)
6. Easement for Support 1 Wide (NF)
7. Easement for Electricity and Other Purposes Variable Width (NG)
8. Easement for Pipeline 4 Wide (NH)
9. Restriction on the Use of Land (NJ)
10. Restriction on the Use of Land
11. Right of Access, Easement for Drainage of Water and Easement for Services 2.5 Wide (NK)

It is intended to release:

1. Easement for Pipeline 4 Wide (DP 1182062)
2. Right of Access 18 Wide (DP 1242604)


If space is insufficient use additional annexure sheet

Surveyor's Reference: 09046 DPAC

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 7 sheets

Registered:  16/02/2021 Office Use Only

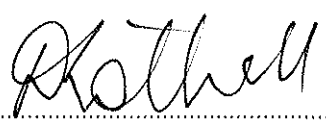
Office Use Only  
**DP1268786**

PLAN OF SUBDIVISION OF LOT 2 DP 1266792

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

Subdivision Certificate number: 14/2007/757/23  
Date of Endorsement: 03/02/2021

Executed by Winten (No. 23) Pty Ltd )  
(ABN 88 096 449 366) in accordance with )  
section 127 of the Corporations Act 2001 )  
by: )



Signature of Director



Signature of Director / Secretary

David Rothwell

Print Name of Director

William Rothwell

Print name of Director / Secretary


If space is insufficient use additional annexure sheet

Surveyor's Reference: 09046 DPAC

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 7 of 7 sheets

Registered:  16/02/2021 Office Use Only

Office Use Only  
**DP1268786**


PLAN OF SUBDIVISION OF LOT 2 DP 1266792

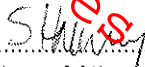
- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
  - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
  - Signatures and seals- see 195D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

Subdivision Certificate number: 14/2007/757/23  
Date of Endorsement: 03/02/2021

**FOR marketing purposes only**

Signed on behalf of Australia and New Zealand )  
Banking Group Limited (ACN 005 357 522) by its )  
attorney under Power of Attorney Registered No 40 )  
Book 4376

  
.....  
Signature of Witness

  
.....  
Signature of Attorney

ADRIAN ZARTO  
.....  
Print name of Witness

STEVE HANLEY  
.....  
Name of Attorney

20/242 PITT ST, SYDNEY NSW 2000  
.....  
Address of Witness

ASSOCIATE  
.....  
Position of Attorney

If space is insufficient use additional annexure sheet

Surveyor's Reference: 09046 DPAC

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<sup>2</sup>.

(Sheet 1 of 15 sheets)

Plan:

**DP1268786**

Plan of Subdivision of Lot 2 DP 1266792  
 covered by Subdivision Certificate  
 No...14|2007|1.7.57|23

Full name and address of the owner of the land:

Winten (No. 23) Pty Limited  
 ABN: 88 096 449 366  
 Level 20  
 100 Arthur Street  
 NORTH SYDNEY NSW 2060

Full name and address of the mortgagee of the land:

Australia and New Zealand Banking Group Ltd  
 ABN: 11 005 357 522  
 347 Kent Street  
 SYDNEY NSW 2000

FOR MARKETING PURPOSES ONLY

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Drainage of Water 1.5 Wide (NA)	1501 1520 1521 1522 1523 1524 1525 1526 1532 1561 1569 1570 1571 1572 1573 1574 1575 1579	1502, 1503, 1504, 1505 1519 1519, 1520 1519, 1520, 1521 1519, 1520, 1521, 1522 1519, 1520, 1521, 1522, 1523 1519, 1520, 1521, 1522, 1523, 1524 1519, 1520, 1521, 1522, 1523, 1524, 1525 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552 1562, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575 1568 1568, 1569 1568, 1569, 1570 1562, 1568, 1569, 1570, 1571, 1572 1562, 1568, 1569, 1570, 1571, 1572, 1573 1562, 1568, 1569, 1570, 1571, 1572, 1573, 1574 1561, 1562, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575

Plan:  
**DP1268786**

Plan of Subdivision of Lot 2 DP 1266792  
 covered by Subdivision Certificate  
 No.....14|2007|157|23

**Part 1 (Creation) cont.**

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
2	Easement for Drainage of Water 6 Wide (NB)	1510	Cessnock City Council 1506, 1507, 1508, 1509 1511, 1512, 1513, 1514, 1515, 1516
3	Easement for Drainage of Water 3 Wide (NC)	1511 1512 1513 1514 1515 1526	1512, 1513, 1514, 1515, 1516 1513, 1514, 1515, 1516 1514, 1515, 1516 1515, 1516 1516 1519, 1520, 1521, 1522, 1523, 1524, 1525
4	Easement for Drainage of Water 2 Wide (ND)	1542 1543 1546 1547 1548 1549 1550 1551 1552 1554 1555 1556 1557	1543, 1544 1544 1545 1545, 1546 1545, 1546, 1547 1545, 1546, 1547, 1548 1545, 1546, 1547, 1548, 1549 1545, 1546, 1547, 1548, 1549, 1550 1545, 1546, 1547, 1548, 1549, 1550, 1551 1553 1553, 1554 1553, 1554, 1555 1553, 1554, 1555, 1556
5	Easement for Drainage of Water 4 Wide (NE)	1501 1502 1503 1504 1507 1508 1509 1510	1502, 1503, 1504, 1505 1503, 1504, 1505 1504, 1505 1505 1506 1506, 1507 1506, 1507, 1508 1506, 1507, 1508, 1509

Plan:

**DP1268786**

Plan of Subdivision of Lot 2 DP 1266792  
 covered by Subdivision Certificate  
 No...14/2007/757/23

**Part 1 (Creation) cont.**

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
6	Easement for Support Wide (NF)	1527 1528 1529 1530 1531 1532 1533 1534 1535 1536 1537 1538 1539 1540 1541 1542 1543 1544 1545 1546 1547 1548 1549 1550 1551 1552 1553 1554 1555 1556 1557	1557 1556 1555 1554 1553 1552 1551, 1552 1550, 1551 1549, 1550 1549 1548 1547, 1548 1546, 1547 1545, 1546 1542, 1543, 1544, 1545 1541, 1543 1541, 1542, 1544, 1545 1541, 1543, 1545 1540, 1541, 1543, 1544 1539, 1540 1538, 1539 1537, 1538 1535, 1536 1534, 1535 1533, 1534 1532, 1533 1531 1530 1529 1528 1527
7	Easement for Electricity and Other Purposes Variable Width (NG)	1551, 1552	Alpha Distribution Ministerial Holding Corporation (ABN: 67 505 337 385)

FOR marketing purposes ONLY

Plan:

**DP1268786**

Plan of Subdivision of Lot 2 DP 1266792  
 covered by Subdivision Certificate  
 No...14(2007.1757)23

**Part 1 (Creation) cont.**

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
8	Easement for Pipeline 4 Wide (NH)	1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1581	Hunter Water Corporation (ABN: 46 228 513 446)
9	Restriction on the use of Land (NJ)	That part of Lots 1516 – 1526 inclusive delineated (Ns) in the Plan	Cessnock City Council
10	Restriction on the Use of Land	All Lots except 1500 and 1581	Every other Lot except 1500 and 1581
11	Right of Access, Easement for Drainage of Water and Easement for Services 2.5 Wide (NK)	1561 1562	1562 1561

**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	Easement for Pipeline 4 Wide (DP 1182062)	Lot 2 DP 1266792	Hunter Water Corporation (ABN: 46 228 513 446)
2	Right of Access 18 Wide (DP 1242604)	That part of Lot 2 DP 1266792 to be dedicated as an extension of Hadfield Circuit	Cessnock City Council

Plan:

**DP1268786**

Plan of Subdivision of Lot 2 DP 1266792  
covered by Subdivision Certificate  
No...14/2007/257/23

## Part 2 (Terms)

1. **Name of Authority whose Consent is Required to Release, Vary or Modify the Easement for Drainage of Water 1.5 Wide (NA), Numbered 1 in the Plan:**

Cessnock City Council

2. **Name of Authority whose Consent is Required to Release, Vary or Modify the Easement for Drainage of Water 6 Wide (NB), Numbered 2 in the Plan:**

Cessnock City Council

3. **Name of Authority whose Consent is Required to Release, Vary or Modify the Easement for Drainage of Water 3 Wide (NC), Numbered 3 in the Plan:**

Cessnock City Council

4. **Name of Authority whose Consent is Required to Release, Vary or Modify the Easement for Drainage of Water 2 Wide (ND), Numbered 4 in the Plan:**

Cessnock City Council

5. **Name of Authority whose Consent is Required to Release, Vary or Modify the Easement for Drainage of Water 4 Wide (NE), Numbered 5 in the Plan:**

Cessnock City Council

6. **Terms of Easement for Support 1 Wide (NF), Numbered 6 in the Plan.**

1. The owner of the lot benefited may:
- 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.
  - Do anything reasonably necessary for that purpose, including:
    - Entering the lot burdened;
    - Taking anything on to the lot burdened; and
    - Carrying out work.
2. The owner of the lot benefited must not:
- Interfere with the retaining wall or the support it offers.
  - 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.
3. 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.

Plan:

**DP1268786**

Plan of Subdivision of Lot 2 DP 1266792  
covered by Subdivision Certificate  
No...14|2007|757|23

### Part 2 (Terms) cont.

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.

4. In exercising those powers, the body having the benefit of this easement must:
- Ensure all work is done properly.
  - Cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened.
  - Cause as little damage as is practicable to the lot burdened and any improvement on it.
  - Restore the lot burdened as nearly as is practicable to its former condition.
  - Make good any collateral damage.
5. The owner of the benefited lot must at its own cost repair and maintain the retaining wall to ensure the stability of and support provided by the retaining wall.

#### 7. **Terms of Easement for Electricity and Other Purposes Variable Width (NG), Numbered 7 in the Plan.**

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

**Name of Authority whose Consent is Required to Release, Vary or Modify the Easement for Electricity and Other Purposes Variable Width (NG), Numbered 7 in the Plan:**

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

#### 8. **Terms of Easement for Pipeline 4 Wide (NH), Numbered 8 in the Plan:**

##### **Part A Definitions and interpretation**

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

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

**Authorised Users** means Hunter Water's:

- agents;
- employees;
- successors and assigns which are authorised to carry out the functions under the *Hunter Water Act 1991*; and

Plan:

**DP1268786**

Plan of Subdivision of Lot 2 DP 1266792  
covered by Subdivision Certificate  
No. 14(2007)75723

### Part 2 (Terms) cont.

(iv) All other Persons authorised to act on its or their behalf to do all things reasonably necessary or appropriate to carry out its functions under the *Hunter Water Act 1991*.

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

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

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

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

**Person** includes a body corporate.

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

#### Part B

##### Easement for Pipeline

2 Hunter Water and its Authorised Users may:

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

#### Part C

##### General Provisions of Easement

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

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

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

5 Hunter Water covenants with the Burdened Owner that:

- (a) In exercising its rights under this easement, it will procure that as little damage as practicable is done to the Lot Burdened;

Plan:

**DP1268786**

Plan of Subdivision of Lot 2 DP 1266792  
covered by Subdivision Certificate  
No. 142007175723

**Part 2 (Terms) cont.**

- (b) It will procure that any damage caused to the surface of the Lot Burdened is restored as nearly as practicable to its original condition; and
- (c) Subject to its rights under this easement, it will procure that the Burdened Owner's reasonable use or occupation of the Lot Burdened is not impeded.
- 6 Subject to its foregoing rights under this easement, the Burdened Owner covenants with Hunter Water that it will not:
- (a) Do or allow anything which will interfere with, damage, or destroy the Pipeline or will interfere with the effective operation of the Pipeline or any Ancillary Work;
- (b) Obstruct Hunter Water in the exercise of its rights under this easement; or
- (c) Place any structures or improvements on the Easement Site without first seeking the consent in writing of Hunter Water which may be withheld in the absolute discretion of Hunter Water.

**Name of Authority Empowered to Release, Vary or Modify Easement for Pipeline 4 Wide (NH), Numbered 8 in the Plan:**

Hunter Water Corporation  
(ABN: 46 228 513 446)

**9. Terms of Restriction on the Use of Land (NJ), Numbered 9 in the Plan:**

- a) Earthworks in the constrained zone should be limited to shallow re-grading / re-contouring of the land to restore mine damage. Excavation should not exceed 1 metre depth within the constrained zone, except for the removal of existing fill.
- b) Any development application lodged over land affected by the constrained zone shall show a site plan demonstrating the precise location of the constrained zone with respect to boundaries and the proposed improvements.
- c) Lightweight fencing is permissible within the constrained zone.
- d) All other development within the constrained zone requires the approval of the Subsidence Advisory NSW.
- e) Vehicle access to the constrained area for remedial works is to be provided if required by Subsidence Advisory NSW.

**Name of Authority whose Consent is Required to Release, Vary or Modify Restriction on the Use of Land (NJ), Numbered 9 in the Plan:**

Cessnock City Council

**10. Terms of Restriction on the Use of Land, Numbered 10 in the Plan:**

- a) No building shall be erected or permitted to remain erected on any lot burdened having a roof of other than tiles or colour bonded metal being of a colour approved by Winten (No. 23) Pty Limited.

Plan:

**DP1268786**

Plan of Subdivision of Lot 2 DP 1266792  
covered by Subdivision Certificate  
No. 14(2007)757/23

**Part 2 (Terms) cont.**

- For marketing purposes only*
- b) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, re-constructed on or permitted to remain on any lot burdened.
  - c) No mobile home or temporary or permanent moveable improvements, including but not limited to a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, re-constructed on or permitted to remain on, or used for residential purposes on any lot burdened.
  - d) Not more than one residence shall be erected or be permitted to remain erected on any lot. No duplex, dual occupancy or dual key dwelling(s) shall be erected or permitted to remain on any lot burdened.
  - e) No building shall be constructed on any lot burdened incorporating second hand materials in the external structure.
  - f) No carport may be erected or permitted to remain forward of the front building façade on any lot burdened.
  - g) No carport may be erected or permitted to remain on any lot burdened unless the design and roof pitch match the design roof pitch and colours of the main building.
  - h) No building shall be erected or be permitted to remain erected on any lot burdened with a solar hot water service unless the storage tank is located within the building or at the rear of the building at ground level.
  - i) No garden shed, clothes line, satellite dish, TV antenna, solar panel or tank may be erected or permitted to remain on any lot burdened if it is visible from the street or a public place.
  - j) No main building may be allowed to be occupied or to continue to be occupied after the expiration of three months from the date of practical completion of that building unless the area in front of the building is landscaped, using turf, paths, garden beds and shrubs or trees.
  - k) No fencing may be erected on any lot burdened to divide it from any adjoining lot of which Winten (No. 23) Pty Limited remains registered proprietor without the consent of Winten (No. 23) Pty Limited. Consent will not be withheld if the fence is erected without expense to Winten (No. 23) Pty Limited.
  - l) No fence will be erected or permitted to remain on the front street alignment of any lot burdened nor between the front street alignment and the front building alignment, except for corner lots where one fence can be erected on the boundary or located on retaining walls.
  - m) No retaining wall that is visible from any public road pathway or reserve may be constructed or permitted to remain on any lot burdened unless it is constructed of concrete, masonry, rock or stone.
  - n) No advertisement, hoarding, sign or advertising material may be displayed, erected or permitted to remain on any lot burdened for a period of one year from the date of transfer from Winten (No. 23) Pty Limited (other than a sign advertising the land for sale) without the prior written consent of Winten (No. 23) Pty Limited.

*DL*

Plan:

**DP1268786**

Plan of Subdivision of Lot 2 DP 1266792  
covered by Subdivision Certificate  
No...14(2007)75723

**Part 2 (Terms) cont.**

- FOR MARKETING PURPOSES ONLY
- o) With the exception of vehicles used in connection with the erection of dwelling on any lot burdened, no motor vehicle or truck weighing over 3.5 tonnes (un-laden) may be garaged or stored or permitted to remain on any of lot burdened.
  - p) No trailer, boat or caravan is permitted, may be parked or permitted to remain in the area between the front of the building and the street on any lot burdened.
  - q) No noxious, noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
  - r) No child minding centre, day care centre, preschool, long day care centre, kindergarten, occasional child minding centre or such other like child minding facility or activity will be conducted or carried out on any lot burdened without the approval of Winten (No. 23) Pty Limited.
  - s) No building shall be erected, or permitted to remain erected, or occupied by any person, corporation, government or semi-government instrumentality for the purpose of public housing or community housing.
  - t) No main building constructed on any lot burdened may be used or permitted to be used for the display of any exhibition home or for the promotion or sale of homes without the prior written consent of Winten (No. 23) Pty Limited.
  - u) Any release, variation or modification of these Restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

**Name of Person Whose Consent is Required to Release, Vary or Modify Restriction on the Use of Land, Numbered 10 in the Plan:**

Winten (No. 23) Pty Limited  
ABN: 88 096 449 366

**11. Name of Authority whose Consent is Required to Release, Vary or Modify Right of Access, Easement for Drainage of Water and Easement for Services 2.5 Wide (NK), Numbered 11 in the Plan:**

Cessnock City Council

Plan:

**DP1268786**

Plan of Subdivision of Lot 2 DP 1266792  
covered by Subdivision Certificate  
No. 14/2007/257/22

Executed by Winten (No. 23) Pty )  
Ltd (ABN 88 096 449 366) in )  
accordance with section 127 of the )  
Corporations Act 2001 by: )

*David Rothwell*

Signature of Director

*William Rothwell*

Signature of Director / Secretary

David Rothwell

Print Name of Director

William Rothwell

Print name of Director / Secretary

For marketing purposes only

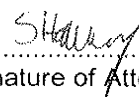
Plan:

**DP1268786**

Plan of Subdivision of Lot 2 DP 1266792  
covered by Subdivision Certificate  
No...11/2007/737/23

Signed on behalf of **Australia and New Zealand Banking Group Limited** (ACN 005 357 522) by its attorney under Power of Attorney Registered No. 412 Book 4376

  
.....  
Signature of Witness

  
.....  
Signature of Attorney

ADRIAN ZANTU  
.....  
Print name of Witness

STEVE HANLEY  
.....  
Name of Attorney

20/242 PITT ST, SYDNEY, NSW 2000  
.....  
Address of Witness

ASSOCIATE  
.....  
Position of Attorney

For marketing purposes only

Plan:

**DP1268786**

Plan of Subdivision of Lot 2 DP 1266792  
covered by Subdivision Certificate  
No. 14 (2007) 157/23

Executed on behalf of Cessnock City )  
Council by its Authorised Delegate pursuant )  
to Section 377 Local Government Act 1991 by: )

*APeterson*  
Signature of Witness

*Rfe*  
Signature of Authorised Delegate

Angela Peterson  
Name of Witness

Richard Forbes  
Authorised Delegate's Name

62-78 Vincent Street CESSNOCK  
Address of Witness

Team leader Development Services  
Authority of Delegate

FOR marketing purposes only

**Plan:**  
**DP1268786**



Plan of Subdivision of Lot 2 DP 1266792  
covered by Subdivision Certificate  
No.....

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

Signed, sealed and delivered for

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

**on behalf of Alpha Distribution Ministerial Holding Corporation pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015** by its attorneys under power of attorney registered book 4734 no. 366


sign here ▶		sign here ▶	
	_____ Attorney		_____ Attorney

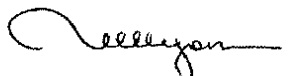
print name	Nigel Lowry	print name	Rob Amphlett Lewis
	_____		_____

Date electronic signature affixed	16 December 2020	Date electronic signature affixed	16 December 2020
	_____		_____

I certify that I am an eligible witness and that the Prescribed Authority's attorney signed this dealing in my presence. [See note\* below]

I certify that I am an eligible witness and that the Prescribed Authority's attorney signed this dealing in my presence. [See note\* below]

  
\_\_\_\_\_  
Signature of Witness

  
\_\_\_\_\_  
Signature of Witness

print name	Sharon Daley	print name	Colette Elysee-Lyons
	_____		_____

print address	24 Campbell St, Sydney	print address	24 Campbell Street, Sydney
	_____		_____

Date electronic signature affixed	16 December 2020	Date electronic signature affixed	16 December 2020
	_____		_____

Plan:  
**DP1268786**

Plan of Subdivision of Lot 2 DP 1266792  
covered by Subdivision Certificate  
No.....

Signed for and on behalf of **Hunter Water Corporation** (ABN 46 228 513 446) by its attorney under a Power of Attorney Registered Book 4753 No: 921 and the Attorney declares that the Attorney has not received notice of the revocation of such Power of Attorney in the presence of:

*[Handwritten Signature]*  
.....  
Signature of Witness

*[Handwritten Signature]*  
.....  
Signature of Attorney

BLEE MCGREGOR  
.....  
Print name of Witness

LAURA MAILES  
.....  
Name of Attorney

3b Honey suckle Dr, Newcastle  
.....  
Address of Witness

GENERAL COUNSEL AND COMPANY SECRETARY  
.....  
Position of Attorney

**FOR marketing purposes ONLY**



SCHEDULE OF SHORTLINES

REF.	BEARING	DISTANCE	ARC	RADIUS
1	201°24'29"	4.537	18.799	32
2	261°47'32"	18.53	18.799	32
3	278°37'28"	9.608		
4	323°37'29"	4.243		
5	8°37'30"	2.296		
6	188°37'30"	4.243		
7	233°37'29"	4.243		

94.931  
 DP 122350239  
 PUBLIC  
 RESERVE

DIAGRAM '1'  
 NOT TO SCALE

PT. 700

DIAGRAM 'D'  
 SCALE 1:200

(D) - BENEFITED BY EASEMENT FOR BILLBOARD 3.5 WIDE (DP1223319)

FOR MARKETING PURPOSES ONLY

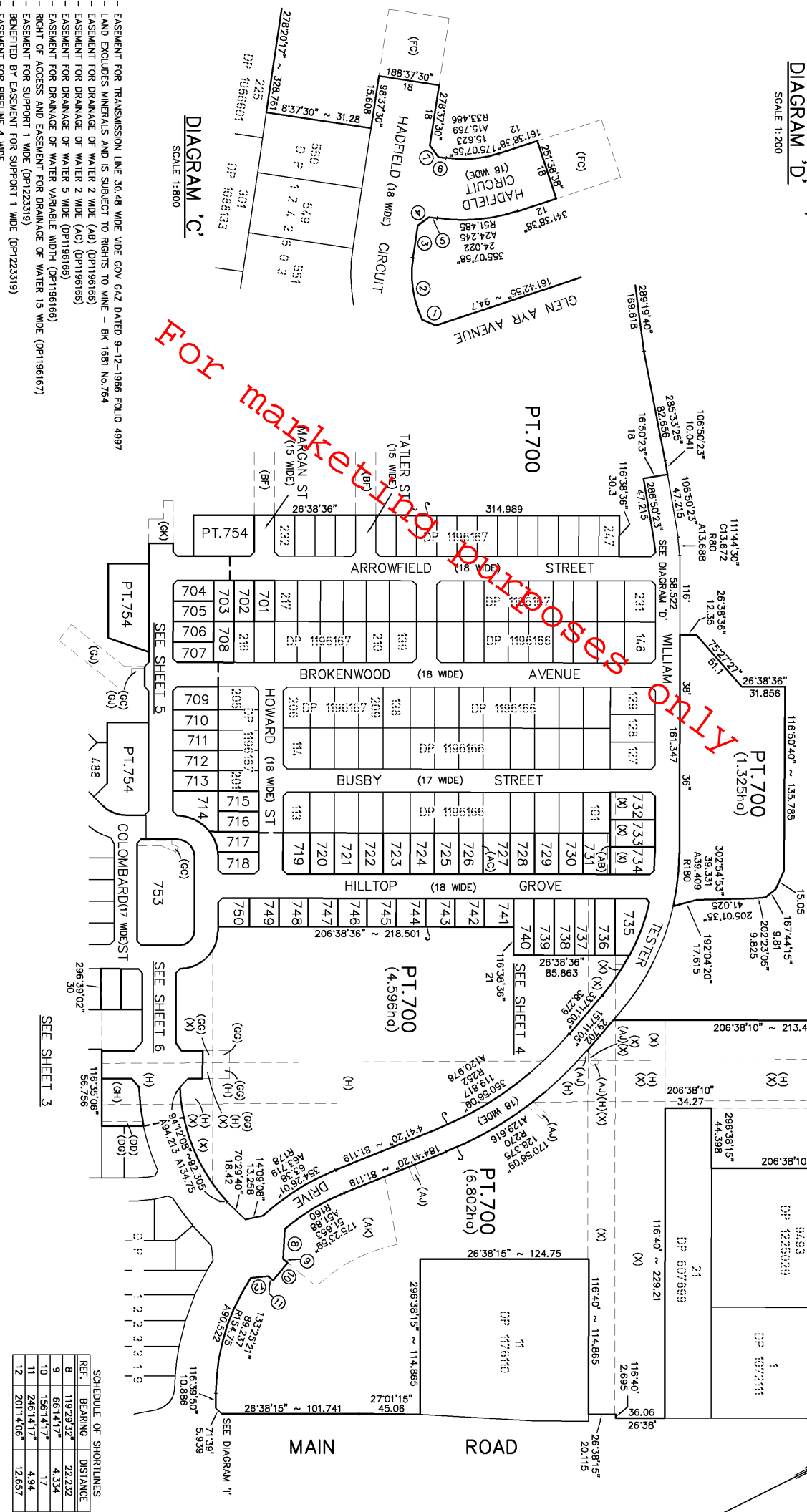


DIAGRAM 'C'  
 SCALE 1:800

SCHEDULE OF SHORTLINES

REF.	BEARING	DISTANCE
8	119°29'32"	22.232
9	85°14'17"	4.334
10	156°14'17"	17
11	246°14'17"	4.94
12	201°14'06"	12.657

- (H) - EASEMENT FOR TRANSMISSION LINE 30.48 WIDE VIDE GOV GAZ DATED 9-12-1966 FOLIO 4997
- (X) - LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE - BK 1681 No.764
- (AB) - EASEMENT FOR DRAINAGE OF WATER 2 WIDE (AB) (DP1196166)
- (AC) - EASEMENT FOR DRAINAGE OF WATER 2 WIDE (AC) (DP1196166)
- (AA) - EASEMENT FOR DRAINAGE OF WATER 5 WIDE (DP1196166)
- (AB) - EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (DP1196166)
- (BB) - RIGHT OF ACCESS AND EASEMENT FOR DRAINAGE OF WATER 15 WIDE (DP1196167)
- (DD) - EASEMENT FOR SUPPORT 1 WIDE (DP1223319)
- (GG) - BENEFITED BY EASEMENT FOR SUPPORT 1 WIDE (DP1223319)
- (GG) - EASEMENT FOR PRELIME 4 WIDE
- (GG) - RIGHT OF ACCESS AND EASEMENT FOR DRAINAGE OF WATER 15 WIDE
- (KK) - RIGHT OF ACCESS AND EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
- (GG) - RIGHT OF ACCESS 20.5 WIDE
- (HH) - PART OF EASEMENT FOR TRANSMISSION LINE 30.48 WIDE VIDE GOV GAZ DATED 9-12-1966 FOLIO 4997 TO BE RELEASED

SURVEYOR  
 Name: DAVID LUKE SULLIVAN  
 Date: 11/09/2018  
 Reference: 09046DPY  
 2018MT(007596) ADDITIONAL SHEETS

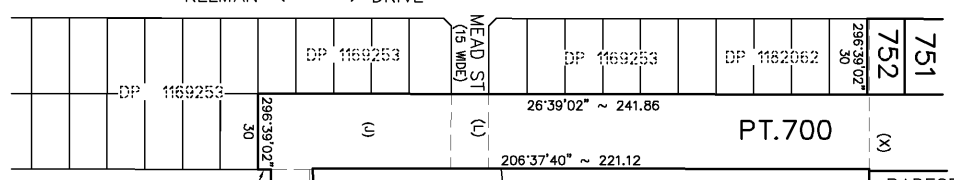
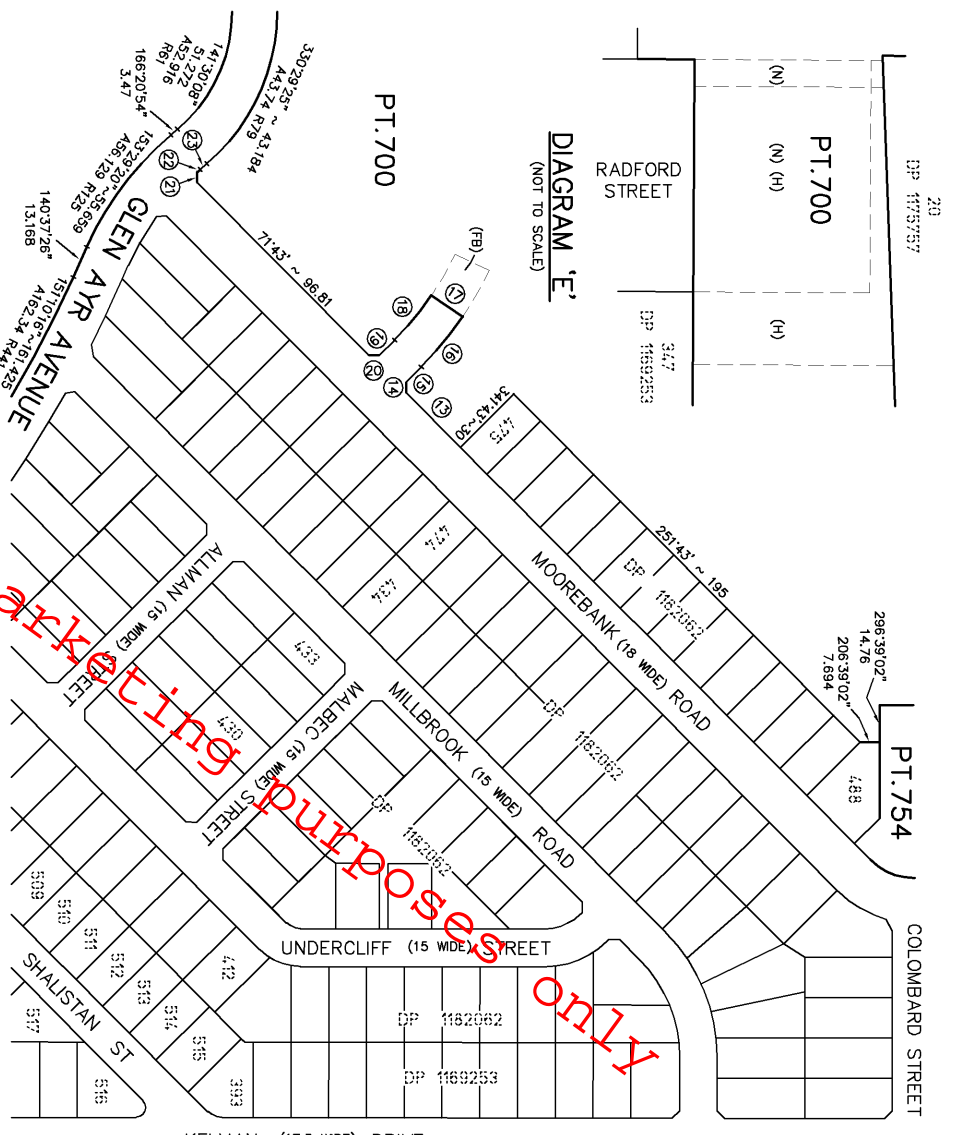
SUBDIVISION OF LOT 248 DP 1196167 AND LOT 600 DP 1242604

LGA: CESSNOCK  
 Locality: CLIFTEIGH  
 Reduction Ratio: 1:2000  
 Lengths are in meters

REGISTERED  
 08.08.2018

DP1242605

SEE SHEET 6



SCHEDULE OF SHORTLINES

REF.	BEARING	DISTANCE	ARC	RADIUS
13	71.43°	30.519		
14	116.40'49"	4.245		
15	161.38'38"	8.525		
16	156.08'35"	25.924		135
17	60.38'31"	15		
18	336.08'35"	23.008		120
19	341.38'38"	8.506		
20	25.40'49"	4.24		
21	298.12'51"	4.130		
22	345.56'56"	1.566		107
23	346.20'54"	3.47		

- (I) - BENEFITTED BY EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (DP1169253)
- (H) - EASEMENT FOR TRANSMISSION LINE 30.48 WIDE VIDE GOV GAZ
- (D) - DATED 9-12-1966 FOLIO 4997
- (L) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (C) (DP1169253)
- (N) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 20.5 WIDE (E) (DP1169253)
- (P) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 15 WIDE (U) (DP1169253)
- (O) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 17 WIDE (M) (DP1169253)
- (X) - LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE - BK 1981 No.764
- (FB) - RIGHT OF ACCESS 15 WIDE (DP1242604)

SURVEYOR  
 Name: DAVID LUKE SULLIVAN  
 Date: 11/05/2018  
 Reference: 09046DPY  
 2018MT/0019596 ADDITIONAL SHEETS

SUBDIVISION OF LOT 248 DP 1196167 AND LOT 600 DP 1242604

LGA: CESSNOCK  
 Locality: CLIFTON  
 Reduction Ratio: 1:1500  
 Lengths are in meters

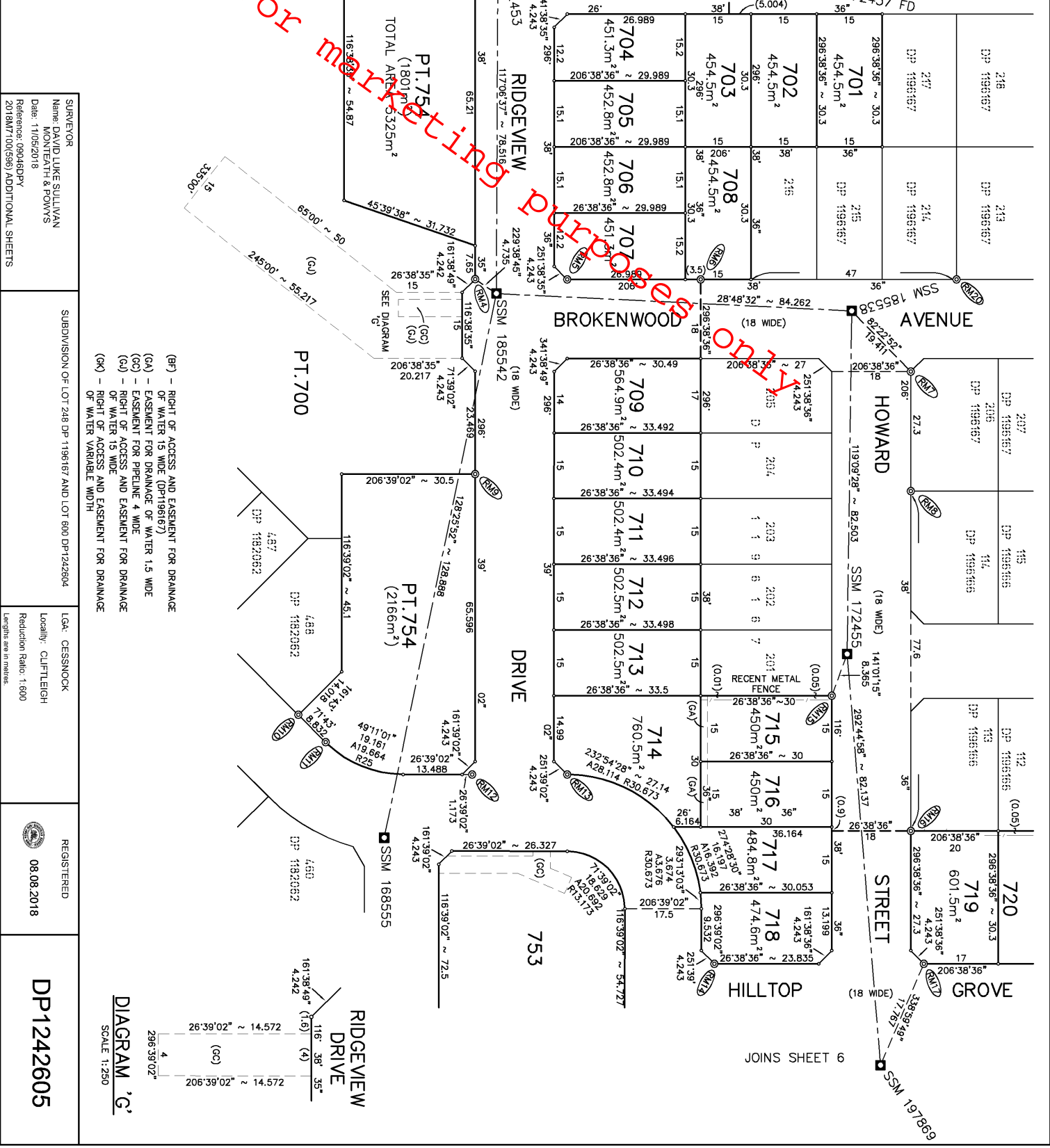


REGISTERED  
 08.08.2018  
 DP1242605



SCHEDULE OF REFERENCE MARKS

REF.	BEARING	DISTANCE	DESCRIPTION	REMARKS
RM1	296°38'36"	4.87 & 13.01	RMDH&WS FD	DP 1196167
RM2	245°16'37"	20.83	RMSM172457 FD	DP 1196167
RM3	229°38'45"	4.89 & 12.755	RMDH&WS	
RM4	229°38'45"	4.735	RMSM185542	
RM5	296°38'36"	4.765 & 13.2	RMDH&WS	DP 1196167
RM6	296°38'36"	4.895 & 13.06	RMDH&WS FD	DP 1196167
RM7	82°22'52"	19.411	RMSM185538 FD	DP 1196167
RM8	26°38'36"	4.905 & 14.535	RMDH&WS FD	DP 1196166
RM9	206°38'35"	4.9 & 12.97	RMDH&WS	
RM10	341°43'	4.9	RMDH&W	DP 1182062
RM11	341°43'	4.865 & 13.01	RMDH&WS FD	DP 1182062
RM12	350°02'	25.08	RMSM168555 FD	DP 1182062
RM13	314°32'50"	5.17	RMDH&WS	
RM14	317°31'35"	13.87	RMDH&WS	
RM15	296°38'36"	4.87 & 13.1	RMDH&WS	DP 1196167
RM16	141°01'15"	8.365	RMSM172455 FD	DP 1196167
RM17	26°38'28"	4.895 & 14.505	RMDH&WS FD	DP 1196166
RM18	338°58'48"	17.767	RMSM191869	
RM19	40°00'	4.57 & 10.78	RMDH&WS FD	DP 1196167
RM20	272°34'58"	4.57 & 10.78	RMSM172453	DP 1196167
RM21	296°38'36"	4.88 & 13.01	RMDH&WS FD	DP 1196167



**SURVEYOR**  
 Name: DAVID LUKE SULLIVAN  
 MOUNTAINTH & POWYS  
 Date: 11/05/2018  
 Reference: 09048DPY  
 2018M7(00/596) ADDITIONAL SHEETS

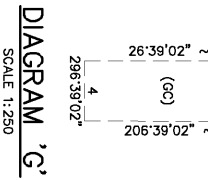
SUBDIVISION OF LOT 248 DP 1196167 AND LOT 600 DP 1242604

(BR) - RIGHT OF ACCESS AND EASEMENT FOR DRAINAGE OF WATER 15 WIDE (DP 1196167)  
 (G4) - EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE  
 (GC) - EASEMENT FOR PIPELINE 4 WIDE  
 (GJ) - RIGHT OF ACCESS AND EASEMENT FOR DRAINAGE OF WATER 15 WIDE  
 (CK) - RIGHT OF ACCESS AND EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH


LGA: CESSNOCK  
 Locality: CLIFTEIGH  
 Reduction Ratio: 1:600  
 Lengths are in metres.

REGISTERED  
 08.08.2018

DP1242605






<b>PLAN FORM 6 (2017)</b>	<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 7 sheet(s)								
Office Use Only Registered:  <b>08.08.2018</b> Title System: <b>TORRENS</b>		Office Use Only <h1 style="margin: 0;">DP1242605</h1>								
<b>PLAN OF SUBDIVISION OF LOT 248 DP1196167 AND LOT 600 DP1242604</b>		LGA: Cessnock Locality: Cliftleigh Parish: Heddon County: Northumberland								
<p style="text-align: center;">Survey Certificate</p> <p>I, David Luke Sullivan of Monteath &amp; Powys, PO Box 2270 Dangar NSW 2309 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 2017, is accurate and the survey was completed on ....., of</del></p> <p><del>*(b) The part of the land shown in the plan (*being/*excluding Lots 701 to 754 inclusive) was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on, <u>11/05/2018</u>, the part not surveyed was compiled in accordance with that Regulation.</del></p> <p><del>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</del></p> <p>Datum Line: 'X' - 'Y'                  Type: *Urban/*Rural                  The terrain is *Level-Undulating / *Steep-Mountaneous.</p> <p>Signature: <u>D. Sullivan</u> Dated: <u>29/5/2018</u></p> <p>Surveyor Identification No: 8621                  Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><small>*Strike out inappropriate words.                  **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>		<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....                  Date: .....                  File Number: .....                  Office: .....</p>								
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>Richard Forbes</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.</p> <p>Signature: <u>[Signature]</u>                  Accreditation number: .....                  Consent Authority: <u>Cessnock City Council</u>                  Date of endorsement: <u>03/07/2018</u>                  Subdivision Certificate number: <u>14/2007/757/18</u>                  File number: <u>8/2007/757/1</u></p> <p><small>*Strike through if inapplicable.</small></p>		<p style="text-align: center;">Subdivision Certificate</p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....                  Date: .....                  File Number: .....                  Office: .....</p>								
Plans used in the preparation of survey/compilation.		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.								
<table style="width:100%; border: none;"> <tr> <td style="width:50%;">DP1169253</td> <td style="width:50%;">DP1225029</td> </tr> <tr> <td>DP1182062</td> <td>DP1223319</td> </tr> <tr> <td>DP1196166</td> <td>DP1242603</td> </tr> <tr> <td>DP1196167</td> <td>DP1242604</td> </tr> </table>		DP1169253	DP1225029	DP1182062	DP1223319	DP1196166	DP1242603	DP1196167	DP1242604	It is intended to dedicate Lot 753 as public reserve. It is intended to dedicate the extension of Ridgeview Drive and Radford Street to the public as public road subject to Easement for Transmission Line 30.48 Wide (Government Gazette 9-12-1966 Folio 4997). It is intended to dedicate the extension of Howard Street, the extension of Arrowfield Street, the extension of Brokenwood Avenue and Hilltop Grove to the public as public road.
DP1169253	DP1225029									
DP1182062	DP1223319									
DP1196166	DP1242603									
DP1196167	DP1242604									
Surveyor's Reference: 09046DPY 2018M7100(596) ADDITIONAL SHEETS		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A								

FOR MARKETING PURPOSES ONLY

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 7 sheet(s)

Office Use Only

Registered:  08.08.2018

PLAN OF SUBDIVISION OF LOT 248 DP1196167 AND LOT 600 DP1242604

Subdivision Certificate number: 14120071757/18

Date of Endorsement: 08/07/2018

Office Use Only

# DP1242605

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

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


Schedule of Street Addresses

Lot	Street Number	Street Name	Street Type	Location
700	21	Mair	Road	Clifftleigh
701	31	Arrowfield	Street	Clifftleigh
702	33	Arrowfield	Street	Clifftleigh
703	35	Arrowfield	Street	Clifftleigh
704	58	Ridgeview	Drive	Clifftleigh
705	56	Ridgeview	Drive	Clifftleigh
706	54	Ridgeview	Drive	Clifftleigh
707	52	Ridgeview	Drive	Clifftleigh
708	36	Brokenwood	Avenue	Clifftleigh
709	50	Ridgeview	Drive	Clifftleigh
710	48	Ridgeview	Drive	Clifftleigh
711	46	Ridgeview	Drive	Clifftleigh
712	44	Ridgeview	Drive	Clifftleigh
713	42	Ridgeview	Drive	Clifftleigh
714	40	Ridgeview	Drive	Clifftleigh
715	12	Howard	Street	Clifftleigh
716	14	Howard	Street	Clifftleigh
717	16	Howard	Street	Clifftleigh
718	18	Howard	Street	Clifftleigh
719	28	Hilltop	Grove	Clifftleigh
720	26	Hilltop	Grove	Clifftleigh
721	24	Hilltop	Grove	Clifftleigh
722	22	Hilltop	Grove	Clifftleigh
723	20	Hilltop	Grove	Clifftleigh
724	18	Hilltop	Grove	Clifftleigh
725	16	Hilltop	Grove	Clifftleigh
726	14	Hilltop	Grove	Clifftleigh

If space is insufficient use additional annexure sheet

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 7 sheet(s)

Office Use Only  
 Registered:  08.08.2018

Office Use Only

**DP1242605**

PLAN OF SUBDIVISION OF LOT 248 DP1196167  
 AND LOT 600 DP1242604

Subdivision Certificate number: 14/2007/757/18  
 Date of Endorsement: 03/07/2018

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

Schedule of Street Addresses (cont.)


Lot	Street Number	Street Name	Street Type	Location
727	12	Hilltop	Grove	Clifftleigh
728	10	Hilltop	Grove	Clifftleigh
729	8	Hilltop	Grove	Clifftleigh
730	6	Hilltop	Grove	Clifftleigh
731	4	Hilltop	Grove	Clifftleigh
732	63	William Tester	Drive	Clifftleigh
733	61	William Tester	Drive	Clifftleigh
734	59	William Tester	Drive	Clifftleigh
735	1	Hilltop	Grove	Clifftleigh
736	3	Hilltop	Grove	Clifftleigh
737	5	Hilltop	Grove	Clifftleigh
738	7	Hilltop	Grove	Clifftleigh
739	9	Hilltop	Grove	Clifftleigh
740	11	Hilltop	Grove	Clifftleigh
741	13	Hilltop	Grove	Clifftleigh
742	15	Hilltop	Grove	Clifftleigh
743	17	Hilltop	Grove	Clifftleigh
744	19	Hilltop	Grove	Clifftleigh
745	21	Hilltop	Grove	Clifftleigh
746	23	Hilltop	Grove	Clifftleigh
747	25	Hilltop	Grove	Clifftleigh
748	27	Hilltop	Grove	Clifftleigh
749	29	Hilltop	Grove	Clifftleigh
750	31	Hilltop	Grove	Clifftleigh
751	1	Kelman	Drive	Clifftleigh
752	3	Kelman	Drive	Clifftleigh
753	2	Colombard	Street	Clifftleigh
754	N/A.	Ridgeview	Drive	Clifftleigh

If space is insufficient use additional annexure sheet

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 7 sheet(s)

Office Use Only  
Registered:  08.08.2018

Office Use Only

PLAN OF SUBDIVISION OF LOT 248 DP1196167  
AND LOT 600 DP1242604

DP1242605

Subdivision Certificate number: 14/2007/757/18.....  
Date of Endorsement: 03/07/2018.....

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

Pursuant to Section 88B of the Conveyancing Act 1919, as amended, it is intended to create:

1. Easement for Drainage of Water 1.5 Wide
2. Easement for Support 1 Wide
3. Easement for Pipeline 4 Wide
4. Restriction on the Use of Land
5. Restriction on the Use of Land
6. Right of Access 20.5 Wide
7. Right of Access and Easement for Drainage of Water 15 Wide
8. Right of Access and Easement for Drainage of Water Variable Width

Pursuant to Section 88B of the Conveyancing Act 1919, as amended, it is intended to release:


1. Easement for Access 18 Wide (DP 1196166)
2. Easement for Pipeline 4 Wide (BD) (DP 1196167)
3. Easement for Pipeline 4 Wide (BE) (DP 1196167)
4. Easement for Electricity and Other Purposes 2 Wide (DP 1196167)
5. Right of Access and Easement for Drainage of Water 18 Wide (DP 1196167)
6. Right of Access and Easement for the Drainage of Water 17.5 Wide (DP 1182062)
7. Right of Access 30.5 Wide (DP 1223319)
8. Easement for Transmission Line 30.48 Wide vide Gov. Gaz. Dated 9-12-1966 Folio 4997

If space is insufficient use additional annexure sheet

Surveyor's Reference: 09046DPY 2018M7100(596) ADDITIONAL SHEETS

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 7 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  08.08.2018</p> <p>PLAN OF SUBDIVISION OF LOT 248 DP1196167 AND LOT 600 DP1242604</p> <p>Subdivision Certificate number: ...14/2007/757/18.....</p> <p>Date of Endorsement: ...3/5/2018.....</p>	<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP1242605</h1> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>• Signatures and seals- see 195D Conveyancing Act 1919</li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
--	--

For marketing purposes only

Executed by Winten (No. 23) Pty Ltd  
ABN 88 096 449 366 in accordance with )  
Section 127 of the Corporations Act 2001 by: )

*Rothwell*

.....  
Signature of Director

David Winten Rothwell

.....  
Print name of Director

*WR6*

.....  
Signature of Director / Secretary

William Archer Rothwell

.....  
Print name of Director / Secretary

If space is insufficient use additional annexure sheet

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 7 sheet(s)

Office Use Only

Office Use Only

Registered:  08.08.2018

PLAN OF SUBDIVISION OF LOT 248 DP1196167  
AND LOT 600 DP1242604

DP1242605

Subdivision Certificate number: ...14/2007/757/18.....

Date of Endorsement: ...3/07/2018.....

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

Signed on behalf of Australia and New Zealand )  
Banking Group Limited ACN 005 357 522 by its )  
attorney under Power of Attorney Registered No. 410 )  
Book 4376



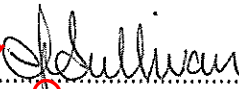
Signature of Witness

RAMASWAMY KRISHNAN

Print name of Witness

242 PITT STREET, SYDNEY NSW

Address of Witness

  
Signature of Attorney

JANE SULLIVAN  
Name of Attorney

RELATIONSHIP MANAGER  
Position of Attorney


If space is insufficient use additional annexure sheet

Surveyor's Reference: 09046DPY 2018M7100(596) ADDITIONAL SHEETS

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 7 of 7 sheet(s)

Registered:  08.08.2018

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 248 DP1196167  
AND LOT 600 DP1242604

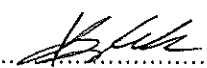
# DP1242605

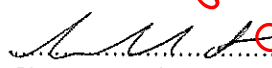
Subdivision Certificate number: 14/2007/757/18  
Date of Endorsement: 31/07/2018

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

FOR marketing purposes ONLY

Signed, sealed and delivered for and on behalf )  
of Alpha Distribution Ministerial Holding )  
Corporation ABN 67 505 337 385 in the )  
presence of: )

  
.....  
Signature of Witness

 MICHAEL PRATT  
Signature of Agent for ~~Rob~~ Whitfield, NSW  
Treasury Secretary (NSW Treasurer's Delegate  
under delegation dated 24 November 2015), on  
behalf of Alpha Distribution Ministerial Holding  
Corporation

KEVIN PEK  
.....  
Print name of Witness

RICHARD DEAT  
.....  
Name of Agent in Full

52 Martin Place  
126 Phillip Street  
SYDNEY NSW 2000  
.....  
Address of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 09046DPY 2018M7100(596) ADDITIONAL SHEETS

**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.**

Plan: **DP1242605**

Plan of Subdivision of Lot 248 DP1196167 and Lot 600 DP1242604 covered by Subdivision Certificate No. 14/2007/757/18  
 Dated 03/07/2018

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

Winten (No. 23) Pty Limited  
 ABN: 88 096 449 366  
 Level 10  
 61 Lavender Street  
 MILSONS POINT NSW 2061

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

Australia and New Zealand Banking Group Ltd  
 ABN: 71 005 357 522  
 347 Kent 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 for Drainage of Water 1.5 wide	715 716 735 736 737 738 739 700	716, 717 717 736 – 740 inclusive, that part of Lot 700 designated GF in the plan) 737 – 740 inclusive, that part of Lot 700 designated GF in the plan 738, 739, 740, that part of Lot 700 designated GF in the plan 739, 740, that part of Lot 700 designated GF in the plan 740 745 – 750 inclusive

(Sheet 2 of 16 sheets)

Plan: **DP1242605**

Plan of Subdivision of Lot 248 DP1196167 and  
~~Part~~ Lot 600 DP1242604 covered by  
 Subdivision Certificate No. 14/2007/757/18  
 Dated 03/07/2018

**Part 1 (Creation) continued**

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 (Cont'd)		745 746 747 748 749	746 – 750 inclusive 747 – 750 inclusive 748, 749, 750 749, 750 750
2	Easement for Support 1 Wide	700 724 725 726 727 728 729 730 731 740 741 742 – 750 inclusive 751, 752 738, 739	738 – 752 Inclusive 725 724 727 726 729 728 731 730  741, that part of Lot 700 designated GD in the plan, that part of Lot 700 designated GE in the plan  740, that part of Lot 700 designated GD in the plan  That part of Lot 700 designated GD in the plan  That part of Lot 700 designated <del>GD</del> GI in the plan  That part of Lot 700 designated GE in the plan

FOR marketing purposes only

(Sheet 3 of 16 sheets)

Plan: **DP1242605**

Plan of Subdivision of Lot 248 DP1196167 and  
~~Part~~ Lot 600 DP1242604 covered by  
 Subdivision Certificate No. 14|2007/757/18  
 Dated 03/07/2018

**Part 1 (Creation) continued**

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
3	Easement for Pipeline 4 Wide	700, 753	Hunter Water Corporation ABN 46 228 513 446
4	Restriction on the Use of Land	Each lot except 700, 753 and 754	Every other lot except Lots 700, 753 and 754
5	Restriction on the Use of Land	735	Cessnock City Council
6	Right of Access 20.5 Wide	700	Cessnock City Council
7	Right of Access and Easement for the Drainage of Water 15 Wide	700	Cessnock City Council
8	Right of Access and Easement for Drainage of Water Variable Width	700	Cessnock City Council

**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	Easement for Access 18 wide (DP1196166)	Lot 600 DP 1242604	Cessnock City Council
2	Easement for Pipeline 4 wide (BD) (DP1196167)	Lot 248 DP 1196167 Lot 600 DP 1242604	Hunter Water Corporation ABN 46 228 513 446
3	Easement for Pipeline 4 wide (BE) (DP1196167)	Lot 248 DP 1196167 Lot 600 DP 1242604	Hunter Water Corporation ABN 46 228 513 446

(Sheet 4 of 16 sheets)

Plan: **DP1242605**

Plan of Subdivision of Lot 248 DP1196167 and  
 Part Lot 600 DP1242604 covered by  
 Subdivision Certificate No. 14/2007/757/18  
 Dated 03/07/2018

**Part 1A (Release) continued**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
4	Easement for Electricity and Other Purposes 2 wide (DP1196167)	Lot 248 DP 1196167	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
5	Right of Access and Easement for Drainage of Water 18 wide (DP1196167)	Lot 248 DP 1196167	Cessnock City Council
6	Right of Access and Easement for Drainage of Water 18 wide (DP1182062)	Lot 600 DP 1242604 Lot 248 DP 1196167	Cessnock City Council
7	Right of Access 30.5 wide (DP 1223319)	Lot 600 DP 1242604	Cessnock City Council
8	Easement for Transmission Line 30.48 Wide vide Gov. Gaz dated 9-12-1966 Folio 4997	That part of Lot 700 designated (GH) in the plan being part of Lot 600 DP 1242604	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

(Sheet 5 of 16 sheets)

Plan: **DP1242605**

Plan of Subdivision of Lot 248 DP1196167 and  
~~Part~~ Lot 600 DP1242604 covered by  
Subdivision Certificate No. 14/2007/757/18  
Dated 03/07/2018

### Part 2 (Terms)

1. **Name of Authority whose consent is required to release, vary or modify the Easement for Drainage of Water 1.5 Wide Numbered 1 in the Plan:**

Cessnock City Council

2. **Terms of Easement for Support 1 Wide Numbered 2 in the Plan**

1. The owner of the lot benefited 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.
  - b) Do anything reasonably necessary for that purpose, including:-
    - Entering the lot burdened;
    - Taking anything on to the lot burdened; and
    - Carrying out work.
2. The owner of the lot benefited must not:-
  - a) Interfere with the retaining wall or the support it offers.
  - 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.
3. 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.
4. In exercising those powers, the body having the benefit of this easement must:-

(Sheet 6 of 16 sheets)

Plan: **DP1242605**

Plan of Subdivision of Lot 248 DP1196167 and  
~~Part~~ Lot 600 DP1242604 covered by  
Subdivision Certificate No. 14/2007/757/18  
Dated 03/07/2018

- 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) Cause as little damage as is practicable to the lot burdened and any improvement on it.
  - d) Restore the lot burdened as nearly as is practicable to its former condition.
  - e) Make good any collateral damage.
5. The owner of the benefited lot must at its own cost repair and maintain the retaining wall to ensure the stability of and support provided by the retaining wall.

### 3. Terms of Easement for Pipeline 4 Wide Numbered 3 in the plan

#### Part A

#### Definitions and interpretation

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

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

**Authorised Users** means Hunter Water's:

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

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

(Sheet 7 of 16 sheets)

Plan: **DP1242605**

Plan of Subdivision of Lot 248 DP1196167 and ~~Part~~ Lot 600 DP1242604 covered by  
Subdivision Certificate No. 14|2007/757/18  
Dated 03/07/2018

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

**Hunter Water** means the owner, its successors and assigns.

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

**Person** includes a body corporate.

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

## Part B

### Easement for Pipeline

- 2 Hunter Water and its Authorised Users may:
- (a) Construct, lay, maintain, repair, renew, cleanse, inspect, replace, divert or alter the position of any Pipeline or any Ancillary Works in the Easement Site; and
  - (b) Convey or permit the conveyance of water, recycled water, effluent or sewerage through the Pipeline within the Easement Site.

## Part C

### General provisions of easement

- 3 For the purpose of exercising its rights under this easement, Hunter Water and its Authorised Users, may:
- (a) Enter the Lot Burdened, with or without vehicles, plant and equipment, for any purpose permitted by this easement.
  - (b) Do anything reasonably necessary to obtain access to and pass along to the Easement Site.
  - (c) Do anything reasonably necessary for the exercise of Hunter Water's rights under this easement.

(Sheet 8 of 16 sheets)

Plan: **DP1242605**

Plan of Subdivision of Lot 248 DP1196167 and  
~~Part~~ Lot 600 DP1242604 covered by  
Subdivision Certificate No. 14/2007/757/18  
Dated 03/07/2018

- 4 The Burdened Owner acknowledges that ownership of any Pipeline or other Ancillary Works located in the Easement Site remains with Hunter Water.
- 5 Hunter Water covenants with the Burdened Owner that:
  - (a) It will promptly repair the Pipeline or any Ancillary Works on receiving your request to do so by the Burdened Owner.
  - (b) It will procure that the Easement Site is kept clean and free from rubbish.
  - (c) In exercising its rights under this easement, it will procure that as little damage as practicable is done to the Lot Burdened.
  - (d) It will procure that any damage caused to the surface of the Lot Burdened is restored as nearly as practicable to its original condition.
  - (e) Subject to its rights under this easement, it will procure that the Burdened Owner's reasonable use & occupation of the Lot Burdened is not impeded.
- 6 Subject to its foregoing rights under this easement, the Burdened Owner covenants with Hunter Water that it will not:
  - (a) Do or allow anything which will interfere with, damage, or destroy the Pipeline or will interfere with the effective operation of the Pipeline or any Ancillary Work.
  - (b) Obstruct Hunter Water in the exercise of its rights under this easement.
  - (c) Place any structures or improvements on the Easement Site without first seeking the consent in writing of Hunter Water which may be withheld in the absolute discretion of Hunter Water.

**Name of Authority empowered to release, vary or modify Easement for  
Pipeline 4 Wide numbered 3 in the Plan:**

Hunter Water Corporation  
A.B.N. 46 228 513 446

(Sheet 9 of 16 sheets)

Plan: **DP1242605**

Plan of Subdivision of Lot 248 DP1196167 and  
~~Part~~ Lot 600 DP1242604 covered by  
Subdivision Certificate No. 14/2007/757/18  
Dated 03/07/2018

**4. Terms of Restriction on the Use of Land, Numbered 4 in the Plan:**

- FOR MARKETING PURPOSES ONLY
- a) No building shall be erected or permitted to remain erected on any lot burdened having a roof of other than tiles or colour bonded metal being of a colour approved by Winten (No. 23) Pty Limited.
  - b) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, re-constructed on or permitted to remain on any lot burdened.
  - c) No mobile home or temporary or permanent moveable improvements, including but not limited to a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, re-constructed on or permitted to remain on, or used for residential purposes on any lot burdened.
  - d) Not more than one residence shall be erected or be permitted to remain erected on any lot. No duplex dwelling(s) shall be erected or permitted to remain on any lot burdened.
  - e) No building shall be constructed on any lot burdened incorporating second hand materials in the external structure.
  - f) No carport may be erected or permitted to remain forward of the front building façade on any lot burdened.
  - g) No carport may be erected or permitted to remain on any lot burdened unless the design and roof pitch match the design roof pitch and colours of the main building.
  - h) No building shall be erected or be permitted to remain erected on any lot burdened with a solar hot water service unless the storage tank is located within the building or at the rear of the building at ground level.
  - i) No garden shed, clothes line, satellite dish, TV antenna, solar panel or tank may be erected or permitted to remain on any lot burdened if it is visible from the street or a public place.
  - j) No main building may be allowed to be occupied or to continue to be occupied after the expiration of three months from the date of practical completion of that building unless the area in front of the building is landscaped, using turf, paths, garden beds and shrubs or trees.
  - k) No fencing may be erected on any lot burdened to divide it from any adjoining lot of which Winten (No. 23) Pty Limited remains registered proprietor without the consent of Winten (No. 23) Pty Limited. Consent

(Sheet 10 of 16 sheets)

Plan: **DP1242605**

Plan of Subdivision of Lot 248 DP1196167 and  
~~Part~~ Lot 600 DP1242604 covered by  
Subdivision Certificate No. 14/2007/757/18  
Dated 03/07/2018

will not be withheld if the fence is erected without expense to Winten (No. 23) Pty Limited.

- FOR MARKETING PURPOSES ONLY
- l) No fence will be erected or permitted to remain on the front street alignment of any lot burdened nor between the front street alignment and the front building alignment, except for corner lots where one fence can be erected on the boundary or located on retaining walls.
  - m) No retaining wall that is visible from any public road pathway or reserve may be constructed or permitted to remain on any lot burdened unless it is constructed of concrete, masonry, rock or stone.
  - n) No advertisement, hoarding, sign or advertising material may be displayed, erected or permitted to remain on any lot burdened for a period of one year from the date of transfer from Winten (No. 23) Pty Limited (other than a sign advertising the land for sale) without the prior written consent of Winten (No. 23) Pty Limited.
  - o) With the exception of vehicles used in connection with the erection of dwelling on any lot burdened, no motor vehicles or truck weighing over 3.5 tonnes (un-laden) may be garaged or stored or permitted to remain on any of lot burdened.
  - p) No trailer, boat or caravan is permitted, may be parked or permitted to remain in the area between the front of the building and the street on any lot burdened.
  - q) No noxious, noisesome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
  - r) No child minding centre, day care centre, preschool, long day care centre, kindergarten, occasional child minding centre or such other like child minding facility or activity will be conducted or carried out on any lot burdened without the approval of Winten (No. 23) Pty Limited.
  - s) No building shall be erected, or permitted to remain erected, or occupied by any person, corporation, government or semi-government instrumentality for the purpose of public housing or community housing.
  - t) No main building constructed on any lot burdened may be used or permitted to be used for the display of any exhibition home or for the promotion or sale of homes without the prior written consent of Winten (No. 23) Pty Limited.

(Sheet 11 of 16 sheets)

Plan: **DP1242605**

Plan of Subdivision of Lot 248 DP1196167 and  
~~Part~~ Lot 600 DP1242604 covered by  
Subdivision Certificate No. 14|2007/757/18  
Dated 03/07/2018

- u) Any release, variation or modification of these Restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

**Name of Person empowered to release, vary or modify Restriction on the Use of Land, Numbered 4 in the Plan:**

Winten (No. 23) Pty Limited  
ABN: 88 096 449 366

**5. Terms of Restriction on the Use of Land, Numbered 5 in the Plan:**

No vehicular access is permitted from any lot hereby burdened to William Tester Drive.

**Name of Person empowered to release, vary or modify Restriction on the Use of Land Numbered 5 in the Plan:**

Cessnock City Council

**6. Terms of Right of Access and Easement for Drainage of Water 15 Wide numbered 7 in the Plan and Right of Access and Easement for Drainage of Water Variable Width numbered 8 in the Plan:**

Right of Access within the meaning of Part 11 of Schedule 4A of the Conveyancing Act 1919.

Easement for Drainage of Water within the meaning of Part 7 of Schedule 4A of the Conveyancing Act 1919.

**Name of Person empowered to release, vary or modify Right of Access and Easement for Drainage of Water 15 Wide numbered 7 in the Plan and Right of Access and Easement for Drainage of Water Variable Width numbered 8 in the Plan:**

Cessnock City Council

Plan: **DP1242605**

Plan of Subdivision of Lot 248 DP1196167 and  
~~Part~~ Lot 600 DP1242604 covered by  
Subdivision Certificate No.  
Dated

**FOR marketing purposes ONLY**

**Executed** by Winten (No. 33) Pty Ltd ABN )  
88 096 449 366 in accordance with section )  
127 of the Corporations Act 2001 by: )  
)

*Rothwell*

.....  
Signature of Director

David Winten Rothwell

.....  
Print name of Director

*W.A. Rothwell*

.....  
Signature of Director / Secretary

**William Archer Rothwell**


.....  
Print name of Director / Secretary

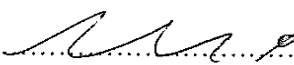
(Sheet 13 of 16 sheets)

Plan: **DP1242605**

Plan of Subdivision of Lot 248 DP1196167 and  
~~Part~~ Lot 600 DP1242604 covered by  
Subdivision Certificate No.  
Dated

Signed, sealed and delivered for and on )  
behalf of **Alpha Distribution Ministerial** )  
**Holding Corporation** ABN 67 505 337 385 )  
in the presence of: )

  
.....  
Signature of Witness

  
..... **MICHAEL PRATT**  
Signature of Agent for ~~Rob Whitfield~~, NSW  
Treasury Secretary (NSW Treasurer's  
Delegate under delegation dated 24  
November 2015), on behalf of Alpha  
Distribution Ministerial Holding Corporation

**KEVIN PEK**  
.....  
Print name of Witness

**RICHARD DENT**  
.....  
Name of Agent in Full

**52 Martin Place Sydney NSW 2000**  
.....  
Address of Witness

**FOR marketing purposes ONLY**

Plan: **DP1242605**

Plan of Subdivision of Lot 248 DP1196167 and  
~~Part~~ Lot 600 DP1242604 covered by  
Subdivision Certificate No. 14/2007/757/18  
Dated 03/07/2018

Executed on behalf of **CESSNOCK CITY COUNCIL** by its Authorised Delegate pursuant to Section 377 Local Government Act 1919 by: )  
)  
)  
)

Hawe  
Signature of Witness

[Signature]  
Signature of Authorised Delegate

KATHLEEN LOWE  
Name of Witness

RICHARD FORBES  
Authorised Delegate's Name

62-78 VINCENT STREET  
CESSNOCK NSW 2325  
Address of Witness

TEAM LEADER DEVELOPMENT SERVICES  
Authority of Delegate


FOR marketing purposes only

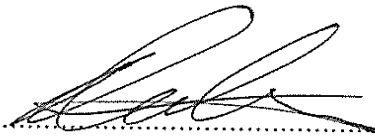
Plan: **DP1242605**

Plan of Subdivision of Lot 248 DP1196167 and  
~~Part~~ Lot 600 DP1242604 covered by  
Subdivision Certificate No.  
Dated

Signed for and on behalf of Hunter Water )  
Corporation ABN 46 228 513 446 by its )  
attorney under a Power of Attorney )  
Registered Book ~~469~~ No. 750 and the Attorney )  
declares that the Attorney has not received )  
notice of the revocation of such Power of )  
Attorney in the presence of: )

For marketing purposes only

  
.....  
Signature of Witness

  
.....  
Signature of Attorney

MARK RAYMOND HICKEY  
.....  
Print name of Witness

PETER JAMES KEMBLEY  
.....  
Name of Attorney

36 HONEYSUCKLE DR NEWCASTLE  
.....  
Address of Witness

COMPANY SECRETARY  
.....  
Position of Attorney

Plan:

Plan of Subdivision of Lot 248 DP1196167 and  
~~Part~~ Lot 600 DP1242604 covered by  
Subdivision Certificate No.  
Dated

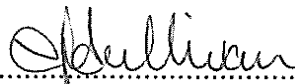
# DP1242605

Signed on behalf of Australia and New Zealand Banking Group Limited )  
ACN 005 357 522 by its Attorney under )  
Power of Attorney Registered No. 410 )  
Book 4376 )

  
.....  
Signature of Witness

RAMASWAMY KRISHNAN  
.....  
Print name of Witness

242 PITT STREET, SYDNEY  
.....  
Address of Witness NSW

  
.....  
Signature of Attorney

JANE SULLIVAN  
.....  
Name of Attorney

RELATIONSHIP MANAGER  
.....  
Position of Attorney

FOR marketing purposes only

REGISTERED  08.08.2018



# PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2) & (5)  
**ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**  
and associated  
**ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021**

Info Track  
DX 578  
SYDNEY

Applicants Reference  
24015-#132399194#

For marketing purposes only

## CERTIFICATE DETAILS

Certificate Number: 585  
Date of Certificate: 06/03/2024

## PROPERTY DETAILS

Address: 16 Grenache Crescent CLIFTLEIGH NSW 2321  
Title: LOT: 1551 DP: 1268786  
Parcel No.: 515269

## BACKGROUND INFORMATION

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

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



# PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2) & (5)  
**ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**  
and associated  
**ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021**

## 1. Names of relevant planning instruments and development control plans

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

### State Environmental Planning Policies

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

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

Chapter 2 \_ Standards for residential development \_ BASIX

Chapter 3\_ Standards for Non-residential development

Chapter 4\_ Miscellaneous

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 3 \_ Hazardous and offensive development

Chapter 4 \_ Remediation of land

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

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 2 \_ Infrastructure

Chapter 3 \_ Educational establishments and child care facilities

State Environmental Planning Policy (Resources and Energy) 2021

Chapter 2 \_ Mining, petroleum production and extractive industries

State Environmental Planning Policy (Primary Production) 2021

Chapter 2 \_ Primary production and rural development

State Environmental Planning Policy (Planning Systems) 2021

Chapter 2 \_ State and regional development

Chapter 4 \_ Concurrences and consents

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapter 4 \_ Koala habitat protection 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Precincts \_ Regional) 2021

Chapter 2 \_ State significant precincts

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

### Local Environmental Plans

[Cessnock Local Environmental Plan 2011](#)



# PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2) & (5)  
**ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**  
and associated  
**ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021**

## Development Control Plans

[Cessnock Development Control Plan 2010](#)

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

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

## Draft State Environmental Planning Policies

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

[DRAFT SEPP \\_ BASIX Higher Standards – Exhibition 17 November 2021 to 28 February 2022](#)

[DRAFT SEPP \\_ Infrastructure and Education \(Amendments\) – Exhibition 15 December 2021 to 11 February 2022](#)

[DRAFT SEPP \\_ Infrastructure \(amendments\)](#)

[Amendment \\_ Changes to Landscape Rehydration Infrastructure Planning Rules – Exhibition 20 December 2021 to 28 February 2022](#)

[Amendment \\_ Electricity generating works or solar energy systems – Exhibition 16 August 2021 to 13 September 2021](#)

[Amendment \\_ Telecommunications and other communication facilities – Exhibition 16 August 2021 to 13 September 2021](#)

[DRAFT SEPP \\_ Infrastructure Planning Rules – Exhibition 20 December 2021 to 28 February 2022](#)

[DRAFT SEPP \\_ Planning Amendments for Agriculture \(Agri - tourism\) – Exhibition 9 March 2021 to 19 April 2021](#)

[DRAFT SEPP \\_ Fun – Exhibition 29 October 2021 to 30 November 2021](#)

[DRAFT SEPP \\_ Housing EIE Amendments \\_ Exhibition 22 November 2022 to 19 December 2022](#)

[DRAFT SEPP \\_ The Design and Place \\_ Exhibition 10 December 2021 to 27 February 2022](#)

## Draft Planning Proposal for Local Environmental Plan

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

[DRAFT Planning Proposal \\_ 18-2022-2-1\\_ Proposal to implement the changes to the Comprehensive Rural Zones review. Public Exhibition \\_ 14-09-2022 \\_ 2-10-2022](#)



# PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2) & (5)  
**ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**  
and associated  
**ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021**

Draft Planning Proposal \_ Cessnock City Council Various Administrative Amendments 2021 \_  
Public exhibition 30-11-2022 - 18-01-2022

DRAFT Planning Proposal \_ Comprehensive LEP Review \_ Environment Zones \_ Land Use  
Table \_ 18-2023-5-1 \_ Public exhibition \_ 31-08-2022 \_ 26-10-2022 \_ PP2021-7357

DRAFT Planning Proposal \_ Administrative Amendment 2020 \_ Public exhibition \_ 31/11/2021  
\_ 18/01/2022 \_ PP\_2021-3922

DRAFT Planning Proposal \_ Comprehensive LEP Review \_ Amending Rural Zone Land Uses,  
Local Objectives and Mapping Anomalies \_ 18-2022-2-1 \_ Public exhibition \_ 14-9-2022 \_ 26-  
10-2022

DRAFT Planning Proposal \_ Environmental Lands \_ 18 2021 6 1 \_ Public exhibition \_ 31-08-  
2022 \_ 26-10-2022

## **Draft Development Control Plan**

Draft DCP \_ The Vintage \_ 57/2020/2/1 \_ Public Exhibition \_ 30/08/2021 \_ 20/09/2021

Draft DCP \_ Building Line Policy \_ 57/2021/1/1 \_ Public Exhibition \_ 22/01/2021 \_ 10/02/2021

Draft DCP \_ Urban Places, Urban Forest Policy and Street Tree Policy \_ Public Exhibition \_  
22/03/2021 \_ 26/04/2021 \_ 57/2020/1/1

DRAFT DCP \_ Vegetation Chapter \_ Public exhibition \_ 03/06/2021 \_ 30/06/2021 \_  
57/2020/2/1

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

#### (4) **In this section –**

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

## **2. Zoning and land use under relevant planning instruments**

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

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

R2 Low Density Residential under the Cessnock Local Environmental Plan 2011



**PLANNING CERTIFICATE**  
**ISSUED UNDER SECTION 10.7 (2) & (5)**  
**ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**  
**and associated**  
**ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021**

- (b) the purposes for which development in the zone –
- (i) may be carried out without development consent, and
  - (ii) may not be carried out except with development consent, and
  - (iii) is prohibited,

R2 Low Density Residential

2 Permitted without consent

Home occupations

3 Permitted with consent

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

4 Prohibited

Multi dwelling housing; Residential flat buildings; Rural workers' dwellings; Shop top housing; Any other development not specified in item 2 or 3

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

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

- (e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*.  
The land is not land that includes or comprises biodiversity conservation under the Biodiversity Conservation Act 2016.

- (f) whether the land is in a conservation area, however described,  
The land is not a conservation area under the Cessnock Local Environmental Plan 2011.

- (g) whether an item of environmental heritage, however described, is located on the land.  
An item of environmental heritage identified in Cessnock Local Environmental Plan 2011 is not situated on the land.

### 3. Contributions plans



**PLANNING CERTIFICATE**  
**ISSUED UNDER SECTION 10.7 (2) & (5)**  
**ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**  
**and associated**  
**ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021**

- (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.  
 Cessnock Section 7.12 Levy Contributions Plan 2017.

Cessnock City Wide Local Infrastructure Contributions Plan 2020.

Housing and Productivity Contributions

- (2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.  
 No

**4. Complying development**

- (1) Complying development may be carried out on the land under each of the following codes for complying development, to the extent stated, because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

The following Complying Development Codes may allow complying development to be carried out on land in the following land uses zones

- Complying Development under (Part 4) **Housing Alterations Code** may be carried out on land within any zone.
- Complying Development under (Part 4A) **General Development Code** may be carried out on land within any zone.
- Complying Development under (Part 5) **Industrial and Business Alterations Code** may be carried out on land within any zone.
- Complying Development under the (Part 6) **Subdivisions Code** may be carried out on land within any zone.
- Complying Development under the (Part 7) **Demolition Code** may be carried out on land within any zone.
- Complying Development under the (Part 8) **Fire Safety Code** may be carried out on land within any zone.

- (2) Complying development may not be carried out on the land under each of the following codes for complying development, to the extent and for the reasons stated under clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

<b>Housing Code</b>	Complying Development may be carried out on the land under the Housing Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
<b>Rural housing code</b>	Complying Development may not be carried out under the Rural Housing Code as the subject land



# PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2) & (5)  
**ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**  
 and associated

**ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021**

	falls within a Local Environmental Plan zone that does not meet the requirements of the code.
<b>Low Rise Housing Diversity Code</b>	Complying Development may be carried out on the land under the Low Rise Housing Diversity Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
<b>Greenfield Housing Code</b>	Complying Development may be carried out on the land under the Greenfield Housing Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
<b>Housing Alterations Code</b>	Complying Development may be carried out on the land under the Housing Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
<b>General Development Code</b> (transitional development under former General Housing Code and related provisions)	Complying Development may be carried out on the land under the General Development Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
<b>Industrial and Business Alterations Code</b>	Complying Development may be carried out on the land under the Industrial and Business Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
<b>Industrial and Business Buildings Code</b>	Complying Development may not be carried out under the Industrial and Business Buildings Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
<b>Container Recycling Facilities Code</b>	Complying Development may not be carried out under the Container Recycling Facilities Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
<b>Subdivisions Code</b>	Complying Development may be carried out on the land under the Subdivision Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

For marketing purposes only



# PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2) & (5)  
**ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**  
 and associated

**ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021**

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

For marketing purposes only

## 5. Exempt Development

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

The exempt development may be carried out on the land under the following exempt development codes:

- Division 1: General Code
- Division 2: Advertising and Signage Code
- Division 3: Temporary Uses and Structures Code
- Division 4: Special Provisions \_ COVID 19

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

<b>Biodiversity Conservation Act 2016 and Fisheries Management Act 1994</b>	Exempt Development must not be carried out on land that is a declared area of outstanding biodiversity value under the Biodiversity Conservation Act 2016 or declared critical habitat under Part 7A of the Fisheries Management Act 1994
<b>Wilderness Act 1987</b>	Exempt Development must not be carried out on land that is, or is part of, a wilderness area (within the meaning of Wilderness Act 1987)
<b>Heritage Act 1977</b>	Exempt Development must not be carried out on land that is, or on which there is, an item that is listed on the State Heritage Register under the Heritage Act 1977, or that is subject to an interim



# PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2) & (5)  
**ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**  
 and associated

**ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021**

	heritage order under that Act
<b>Schedule 4 _ Land excluded from the General Exempt Development Code</b>	Exempt Development must not be carried out on land that is described or otherwise identified on a map specified in Schedule 4.
<b>Land within 18 kilometres of Siding Spring Observatory</b>	Exempt Development must not be carried out on Land within 18 kilometres of Siding Spring Observatory
<b>Schedule 11 _ Conditions applying to complying development certificates under the Agritourism and Farm Stay Accommodation Code</b>	Exempt Development may not be carried out on the land under the Agritourism and Farm Stay Accommodation Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.

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

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

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

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

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

## 6. Affected building notices and building product rectification orders

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



**PLANNING CERTIFICATE**  
**ISSUED UNDER SECTION 10.7 (2) & (5)**  
**ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**  
**and associated**  
**ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021**

- (2) In this section –  
**affected building notice** has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4.  
**building Product Rectification Order** has the same meaning as in the *Building Products (Safety) Act 2017*.

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

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

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

## 7. Land reserved for acquisition

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

No

## 8. Road widening and road realignment

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

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

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

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

## 9. Flood related development controls

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

No

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

No



# PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2) & (5)  
**ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**  
and associated  
**ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021**

(3) In this section –

**flood planning area** has the same meaning as in the Floodplain Development Manual.

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

**probable maximum flood** has the same meaning as in the Floodplain Development Manual.

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

**Note:**

**Flood Studies**

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

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

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

**Landslip**

No

**Bushfire**

No

**Tidal Inundation**

No

**Subsidence**

No

**Acid Sulphate Soils**

No

**Contamination**

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



# PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2) & (5)  
**ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**  
and associated  
**ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021**

**Note:**

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

**Aircraft Noise**

No

**Salinity**

No

**Coastal Hazards**

No

**Sea Level Rise**

No

**Any Other Risk (other than flooding)**

No

(2) In this section –

**adopted policy** means a policy adopted –

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

## 11. Bush fire prone land

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

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

## 12. Loose-fill asbestos insulation

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

No



**PLANNING CERTIFICATE**  
**ISSUED UNDER SECTION 10.7 (2) & (5)**  
**ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**  
**and associated**  
**ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021**

**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*.

Yes

**14. Paper subdivision information**

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

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

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

There is no subdivision order that applies to the land

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

**15. Property vegetation plans**

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

**16. Biodiversity stewardship sites**

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

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

**17. Biodiversity certified land**

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.



**PLANNING CERTIFICATE**  
ISSUED UNDER SECTION 10.7 (2) & (5)  
**ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**  
and associated  
**ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021**

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

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

No

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

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

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

(2) In this section –

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

Note –

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

**20. Western Sydney Aerotropolis**

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

**21. Development consent conditions for seniors housing**

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

No

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

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

(a) the period for which the certificate is current, and



**PLANNING CERTIFICATE**  
**ISSUED UNDER SECTION 10.7 (2) & (5)**  
**ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**  
**and associated**  
**ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021**

(b) that a copy may be obtained from the Department.

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

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

No, Council is not aware of a condition of a development consent in relation to the land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, Clause 17(1) or 38(1).

**Note:** Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1). In this section, former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

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

No

(4) In this section –

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



# PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2) & (5)  
**ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**  
and associated  
**ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021**

## Additional Matters

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

- (a) The land or part of the land is not significantly contaminated land within the meaning of the Contaminated Land Management Act 1997 at the date this certificate is issued.
- (b) The land is not subject to a management order within the meaning of the Contaminated Land Management Act 1997 at the date this certificate is issued.
- (c) The land is not the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997 at the date this certificate is issued.
- (d) The land is not the subject of an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997 at the date this certificate is issued.
- (e) The land is not the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 (if a copy of such a statement has been provided at any time) to the local authority issuing the certificate.

FOR MARKETING PURPOSES ONLY

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

A handwritten signature in black ink, appearing to read "MJ", with a long horizontal flourish extending to the right.

Martin Johnson  
**Acting Director Planning and Environment**



# PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2) & (5)  
**ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**  
and associated

**ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021**

Info Track  
DX 578  
SYDNEY

Applicants Reference  
24015-#132399194#

For marketing purposes only

## CERTIFICATE DETAILS

Certificate Number: 585  
Date of Certificate: 06/03/2024

## PROPERTY DETAILS

Address: 16 Grenache Crescent CLIFTLEIGH NSW 2321  
Title: LOT: 1551 DP: 1268786  
Parcel No.: 515269

## BACKGROUND INFORMATION

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

t 02 4993 4100 f 02 4993 2500

p: PO Box 152 Cessnock NSW 2325

e: council@cessnock.nsw.gov.au w: www.cessnock.nsw.gov.au

ABN 60 919 148 928



# PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2) & (5)  
**ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**  
and associated  
**ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021**

## **Additional information pursuant to Section 10.7(5) of the *Environmental Planning & Assessment Act 1979***

(5) A council may, in a planning certificate, include advice on such other relevant matters affecting the land of which it may be aware.

Council's records do not indicate that the land the subject of this Certificate is subject to Noise Exposure.

For further information, please contact Council's Strategic Land Use Planning unit, of the Planning and Environment directorate on 02 4993 4400.

A handwritten signature in black ink, appearing to read "Peter Chrystal".

Peter Chrystal  
Director Planning and Environment

For marketing purposes only



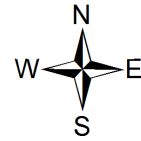
# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SERVICE LOCATION PLAN

Enquiries: 1300 657 657

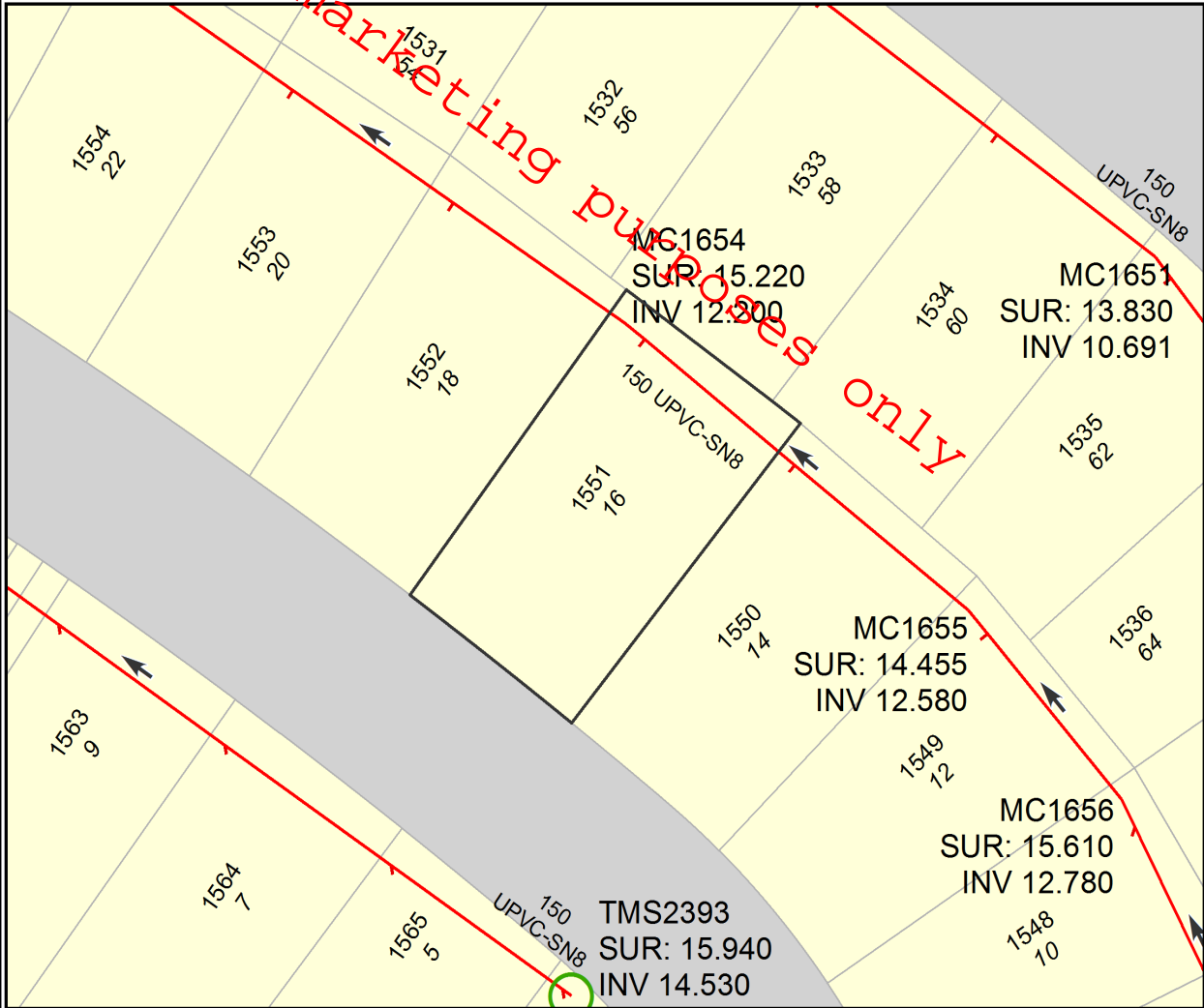
### APPLICANT'S DETAILS



InfoTrack  
16 GRENACHE  
CLIFTONLEIGH NSW

APPLICATION NO.: 2211747  
APPLICANT REF: M 24015  
RATEABLE PREMISE NO.: 9999913157

PROPERTY ADDRESS: 16 GRENACHE CRES CLIFTONLEIGH 2321  
LOT/SECTION/DP:SP: 1551 DP 1268786



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: 5/03/2024

Scale at A4: 1:500

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

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



Enquiry ID 4075408  
Agent ID 81429403  
Issue Date 05 Mar 2024  
Correspondence ID 1780798540  
Your reference 24015

INFOTRACK PTY LIMITED  
GPO Box 4029  
SYDNEY NSW 2001

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

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
D1268786/1551	16 HADFIELD CC CLIFTFIELD 2321	NOT AVAILABLE	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2024 tax year.

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

Yours sincerely,

Scott Johnston  
Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

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

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

### When is a certificate not clear from land tax?

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

### How do I clear a certificate?

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

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

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

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

### How do I get an updated certificate?

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

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

### Land value, tax rates and thresholds

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

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



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

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



MR MATTHEW J BRIDGE  
65 ANVIL STREET  
GRETA NSW 2334

Our reference: 7146750069210  
Phone: 13 28 66  
5 March 2024

FOR MARKETING PURPOSES ONLY

# Your foreign resident capital gains withholding clearance certificate

- > Purchasers are not required to withhold and pay an amount
- > Provide a copy to the purchaser and retain a copy for your records

Hello MATTHEW,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410908037809
Vendor name	MATTHEW JOHN BRIDGE
Clearance Certificate Period	5 March 2024 to 5 March 2025

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

**NEED HELP**

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

**CONTACT US**

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



MRS MELEAH T TURNBULL  
16 GRENACHE CRESCENT  
CLIFTFLEIGH NSW 2321

Our reference: 7146772792385  
Phone: 13 28 66  
6 March 2024

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello MELEAH,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410908038302
Vendor name	MELEAH THERESE TURNBULL
Clearance Certificate Period	5 March 2024 to 5 March 2025

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### NEED HELP

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### CONTACT US

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

**SIGNED SEALED AND DELIVERED** by )  
the said **GUARANTOR AS A DEED** )  
in the presence of: )

.....  
Signature of Witness

.....  
Signature of Guarantor

.....  
Name:

*For marketing purposes only*