

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 Email: reception@valleyestateagents.com.au	Phone: 4934 1901 Ref: Sophie Abela
co-agent		
vendor		
vendor's solicitor		

date for completion **35 days after the contract date** (clause 15)

land (address, plan details and title reference) **17 Birkdale Boulevard, Cessnock NSW 2325**
Lot 432 in Deposited Plan 1172037
Folio Identifier 432/1172037

improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace storage space
 none other:

attached copies documents in the List of Documents as marked or as numbered:
 other documents:

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

inclusions	<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 type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$			(10% of the price, unless otherwise stated)
balance	\$			
contract date				(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER																
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>																
VENDOR (COMPANY)	PURCHASER (COMPANY)																
<p>Signed by Pasture Perfection (NSW) Pty Limited ACN 121 577 599 in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table border="0"> <tr> <td data-bbox="97 1272 424 1305">_____ Signature of authorised person</td> <td data-bbox="424 1272 794 1305">_____ Signature of authorised person</td> </tr> <tr> <td data-bbox="97 1323 424 1357">Adrian Stuart Whiting</td> <td data-bbox="424 1323 794 1357">Rachel Johanna Whiting</td> </tr> <tr> <td data-bbox="97 1357 424 1391">_____ Name of authorised person</td> <td data-bbox="424 1357 794 1391">_____ Name of authorised person</td> </tr> <tr> <td data-bbox="97 1408 424 1442">Director</td> <td data-bbox="424 1408 794 1442">Director</td> </tr> <tr> <td data-bbox="97 1442 424 1476">_____ Office held</td> <td data-bbox="424 1442 794 1476">_____ Office held</td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	Adrian Stuart Whiting	Rachel Johanna Whiting	_____ Name of authorised person	_____ Name of authorised person	Director	Director	_____ Office held	_____ Office held	<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table border="0"> <tr> <td data-bbox="794 1272 1121 1305">_____ Signature of authorised person</td> <td data-bbox="1121 1272 1497 1305">_____ Signature of authorised person</td> </tr> <tr> <td data-bbox="794 1357 1121 1391">_____ Name of authorised person</td> <td data-bbox="1121 1357 1497 1391">_____ Name of authorised person</td> </tr> <tr> <td data-bbox="794 1442 1121 1476">_____ Office held</td> <td data-bbox="1121 1442 1497 1476">_____ Office held</td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held
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_____ Office held	_____ Office held																

Choices

Vendor agrees to accept a **deposit-bond**

NO yes

Nominated Electronic Lodgement 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 an *GSTRW payment* (GST residential withholding payment)

NO yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

17 BIRKDALE BVD, CESSNOCK 2325

SPECIAL CONDITIONS

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

BETWEEN Pasture Perfection (Nsw) Pty Limited as trustee for AS & RJ
Whiting Superannuation Fund (Vendor)

AND (Purchaser)

1. Notice to complete

- (a) In the event of either party failing to complete this Contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a Notice to Complete, requiring the other to complete within 14 days from the date of service of the Notice, and this time period is considered reasonable by both parties. For the purpose of this Contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this Contract.
- (b) In the event that the Vendor issues a Notice to Complete pursuant to special condition 1(a) then the Purchaser agrees to pay the sum of \$250.00 plus GST to the Vendor's Solicitor on completion to reimburse the Vendor for the cost of issuing the Notice to Complete. This special condition does not affect the Vendor's rights against the Purchaser to recover any other damages.

2. Death or incapacity

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

3. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and

-
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

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

4. Late completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 8% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

5. Agent

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

6. Swimming pool

The property does not have a swimming pool.

7. Deposit bond

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

bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

8. Electronic settlement

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

9. Hunter Water Corporation

The Purchaser acknowledges that Hunter Water Corporation does not make available individual dwelling internal lot connection diagrams in the ordinary course of administration. For the purpose of satisfying the *Conveyancing Sale of Land Regulation 2017*, Schedule 1 the "Service Location Plan" attached to this Contract is sufficient.

10. Reduced Deposit

- (a) If the parties agree, the deposit payable pursuant to the Contract is ten per cent (10%) of the Purchase Price and is payable in the following instalments:
 - (i) 5% on exchange of Contracts;
 - (ii) 5% on the completion date set out in this Contract or upon the event of the Purchaser defaulting in the observance or performance of any obligation imposed on the purchaser herein.
- (b) This clause does not restrict the Vendor from making any further claim under Clause 9 of the Contract.

11. **Reduced Deposit with cooling off period**

- (a) The parties agree that the deposit payable pursuant to the Contract is ten per cent (10%) of the Purchase Price and is payable in the following instalments:
 - (i) 0.25% of the purchase price on exchange of Contracts;
 - (ii) 4.75% of the purchase price on or before the **5th business day** from the exchange date noted on the front page of this Contract;
 - (iii) 5% on the completion date set out in this Contract or upon the event of the Purchaser defaulting in the observance or performance of any obligation imposed on the purchaser herein.
- (b) This clause does not restrict the Vendor from making any further claim under Clause 9 of the Contract.

12. **Deposit Payment Arrangements**

The parties agree that the deposit shall be paid as follows:

- (a) An amount representing 0.25% of the purchase price on the date of this Contract.
- (b) The balance of 10% deposit within **five (5) business days** from exchange.
- (c) If the balance of the 10% deposit is not received on or before 5pm on the **fifth (5th) business day** following exchange the Vendor may terminate the Contract and the Vendor shall retain the amount representing 0.25% paid on exchange.



FOLIO: 432/1172037

SEARCH DATE	TIME	EDITION NO	DATE
14/3/2024	1:25 PM	4	18/5/2022

LAND

LOT 432 IN DEPOSITED PLAN 1172037
 AT CESSNOCK
 LOCAL GOVERNMENT AREA CESSNOCK
 PARISH OF POKOLBIN COUNTY OF NORTHUMBERLAND
 TITLE DIAGRAM DP1172037

FIRST SCHEDULE

PASTURE PERFECTION (NSW) PTY LIMITED (T AS139437)

SECOND SCHEDULE (10 NOTIFICATIONS)

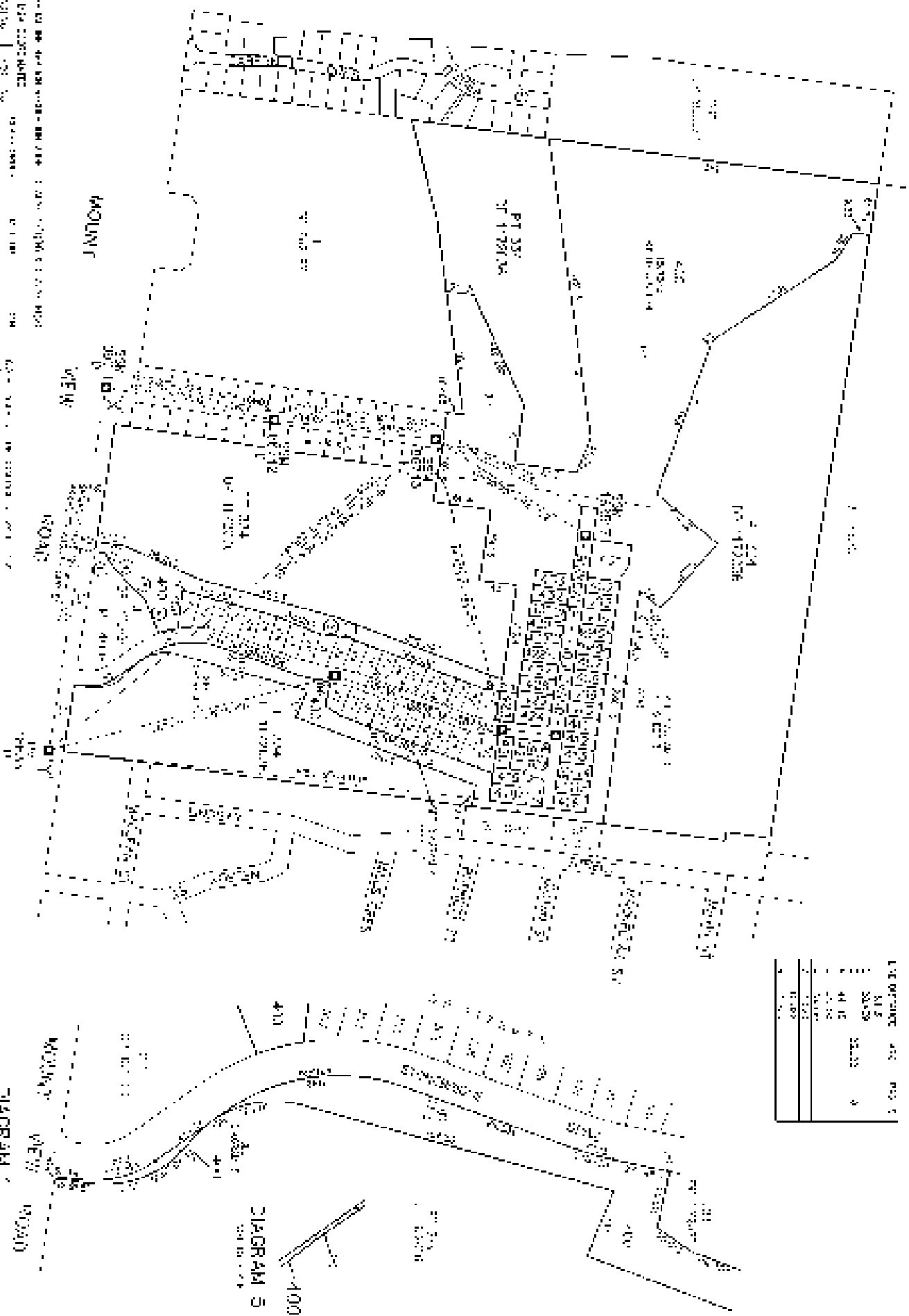
- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP838303 EASEMENT FOR GOLF BALLS APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP844843 RESTRICTION(S) ON THE USE OF LAND
- 4 7363475 EASEMENT FOR GOLF BALLS APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1069262 EASEMENT FOR WATER SUPPLY OVER EXISTING LINE OF PIPES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1078864 EASEMENT FOR DRAINAGE OF SEWAGE OVER EXISTING LINE OF PIPES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1172036 EASEMENT FOR GOLF BALLS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 8 DP1172036 RIGHT OF ACCESS 4 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1172037 RESTRICTION(S) ON THE USE OF LAND
- 10 DP1172037 EASEMENT FOR GOLF BALLS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

LINE NUMBER	DATE	BY	REV.
1	04/12	SK/ST	0
2	04/12	SK/ST	0
3	04/12	SK/ST	0
4	04/12	SK/ST	0
5	04/12	SK/ST	0
6	04/12	SK/ST	0



RECORD SET FOR THE PROJECT: 240 (RESERVED) 20060001 1.00 (1) 01 2006

NO.	DATE	BY	REV.
1	04/12	SK/ST	0
2	04/12	SK/ST	0
3	04/12	SK/ST	0
4	04/12	SK/ST	0
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93	04/12	SK/ST	0
94	04/12	SK/ST	0
95	04/12	SK/ST	0
96	04/12	SK/ST	0
97	04/12	SK/ST	0
98	04/12	SK/ST	0
99	04/12	SK/ST	0
100	04/12	SK/ST	0

PROJECT: 240 (RESERVED) 20060001 1.00 (1) 01 2006

DATE: 04/12/06

BY: SK/ST

REV: 0

PROJECT: 240 (RESERVED) 20060001 1.00 (1) 01 2006

DATE: 04/12/06

BY: SK/ST

REV: 0

PROJECT: 240 (RESERVED) 20060001 1.00 (1) 01 2006

DATE: 04/12/06

BY: SK/ST

REV: 0

PROJECT: 240 (RESERVED) 20060001 1.00 (1) 01 2006

DATE: 04/12/06

BY: SK/ST

REV: 0

PROJECT: 240 (RESERVED) 20060001 1.00 (1) 01 2006

DATE: 04/12/06

BY: SK/ST

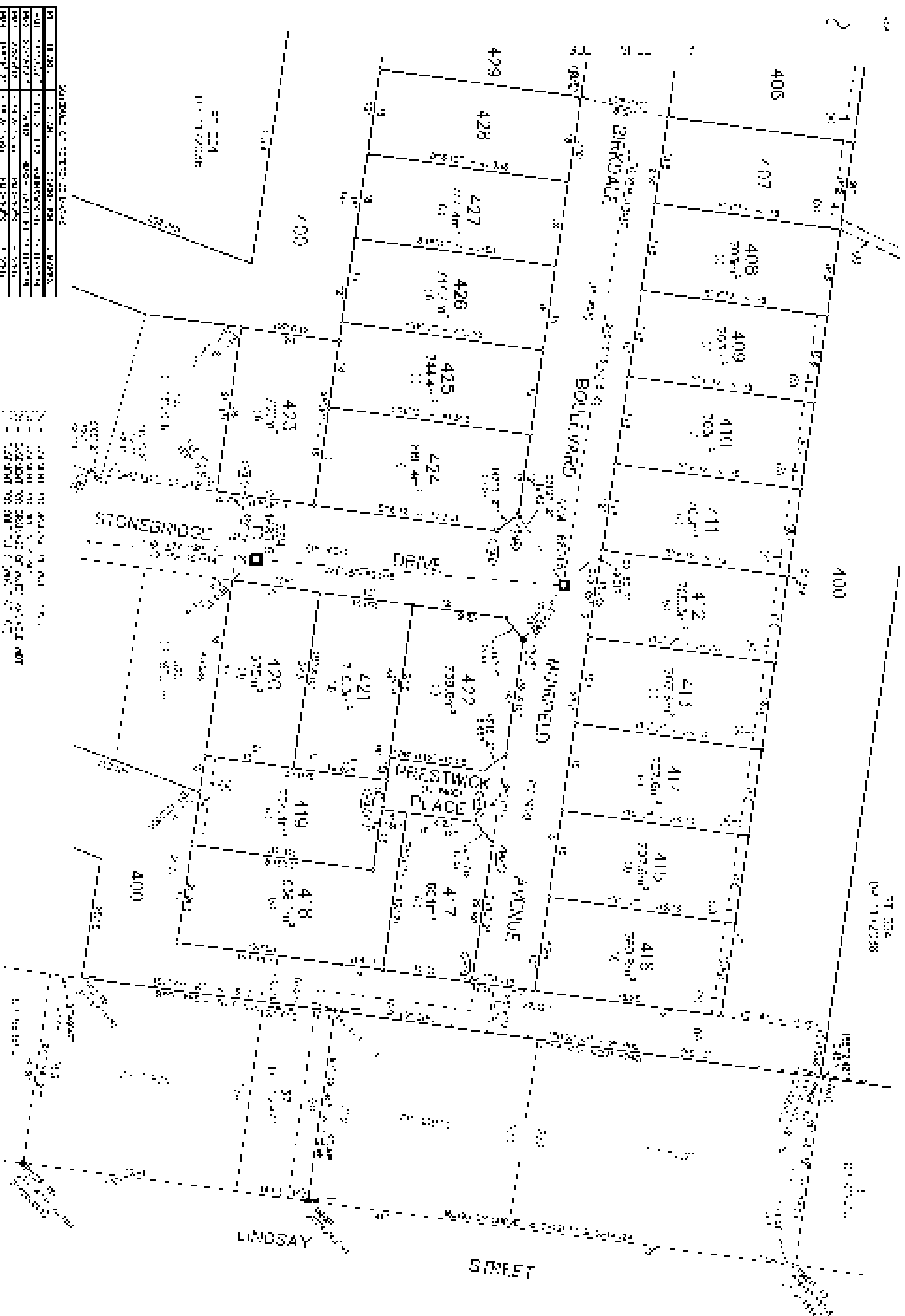
REV: 0

PROJECT: 240 (RESERVED) 20060001 1.00 (1) 01 2006

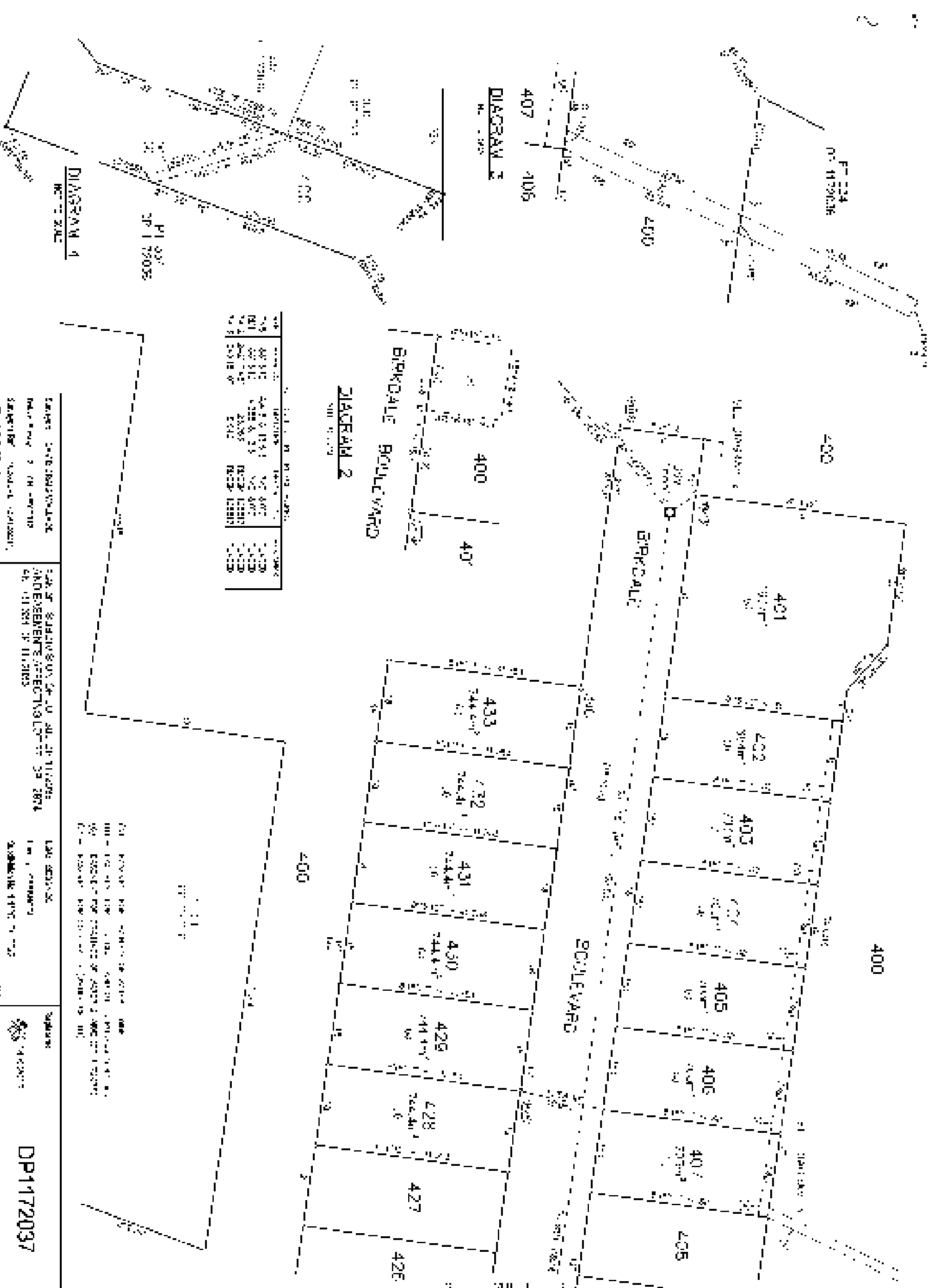
DATE: 04/12/06

BY: SK/ST

REV: 0



NO.	DESCRIPTION	AREA	REMARKS
1	LOT 405	100.00	100.00
2	LOT 407	100.00	100.00
3	LOT 408	100.00	100.00
4	LOT 409	100.00	100.00
5	LOT 410	100.00	100.00
6	LOT 411	100.00	100.00
7	LOT 412	100.00	100.00
8	LOT 413	100.00	100.00
9	LOT 414	100.00	100.00
10	LOT 415	100.00	100.00
11	LOT 416	100.00	100.00
12	LOT 417	100.00	100.00
13	LOT 418	100.00	100.00
14	LOT 419	100.00	100.00
15	LOT 420	100.00	100.00
16	LOT 421	100.00	100.00
17	LOT 422	100.00	100.00
18	LOT 423	100.00	100.00
19	LOT 424	100.00	100.00
20	LOT 425	100.00	100.00
21	LOT 426	100.00	100.00
22	LOT 427	100.00	100.00
23	LOT 428	100.00	100.00
24	LOT 429	100.00	100.00



LOT	AREA	PERCENT	PERCENT	PERCENT
407	24,812	24.81	24.81	24.81
406	24,812	24.81	24.81	24.81
400	24,812	24.81	24.81	24.81
401	24,812	24.81	24.81	24.81
402	24,812	24.81	24.81	24.81
403	24,812	24.81	24.81	24.81
404	24,812	24.81	24.81	24.81
405	24,812	24.81	24.81	24.81
406	24,812	24.81	24.81	24.81
407	24,812	24.81	24.81	24.81
408	24,812	24.81	24.81	24.81
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413	24,812	24.81	24.81	24.81
414	24,812	24.81	24.81	24.81
415	24,812	24.81	24.81	24.81
416	24,812	24.81	24.81	24.81
417	24,812	24.81	24.81	24.81
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419	24,812	24.81	24.81	24.81
420	24,812	24.81	24.81	24.81
421	24,812	24.81	24.81	24.81
422	24,812	24.81	24.81	24.81
423	24,812	24.81	24.81	24.81
424	24,812	24.81	24.81	24.81
425	24,812	24.81	24.81	24.81
426	24,812	24.81	24.81	24.81
427	24,812	24.81	24.81	24.81
428	24,812	24.81	24.81	24.81

ENGINE: DATE: 10/10/02
 DRAWING NO: 10/10/02
 SHEET NO: 3 OF 3

SCALE OF SUBDIVISION: 1" = 40'
 AND ELEMENTS: AS SHOWN ON THIS PLAN
 DATE: 10/10/02

USE: RESIDENTIAL
 LOT AREA: 24,812 SQ. FT.
 TOTAL AREA: 24,812 SQ. FT.

APPROVED: [Signature]
 DATE: 10/10/02

DP1172037

PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

DISCLAIMERS, DEEDS AND STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves or create easements, restrictions on the use of land and positive covenants

Office Use Only

DP1172037

IT IS INTENDED TO DEDICATE BIRKDALE BOULEVARD, MURFIELD AVENUE, PRESTWICK PLACE AND THE EXTENSION OF STONEBRIDGE DRIVE TO THE PUBLIC AS PUBLIC ROAD

Office Use Only

PURSUANT TO SECTION 100 OF THE CONVEYANCING ACT 1919 AS AMENDED

Registered: 14.8.2012
 Title System: TORRENS
 Purpose: SUBDIVISION

IT IS INTENDED TO CREATE:

1. Easement for Drainage of Water 2 Wide
2. Restrictions on the Use of Land
3. Easement for Sell Bats (Whole of Lot)
4. Easement for Electricity and Other Purposes 4.1 Wide
5. Easement for Pipeline 4 Wide
6. Easement for Drainage of Water Variable Width

PLAN OF SUBDIVISION OF LOT 300
 DP 1172036 AND EASEMENTS AFFECTING
 LOT 371 DP 12974 AND LOT 334 DP 1172036

LOA: CESSNOCK
 Locality: CESSNOCK
 Parish: FOKOLBIN
 County: NORTHUMBERLAND

Survey Certificate

I, DAVID CRAIG WALLACE of MONTEATH & POWYS PTY LTD a surveyor registered under the Surveying and Spatial Information Act 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation 2006 and was completed on 31 January 2012

The survey relates to Lots 401 - 403 inclusive (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature: *David Wallace* Date: 15.2.2012
 Surveyor registered under the Surveying and Spatial Information Act 2002

Survey No: 10119
 Type: Urban/Res

Plans used in the preparation of survey/compilation

- DP 1144404
- DP 1172036
- DP 12974
- DP 14029
- DP 553869
- DP 259442
- DP 612161

If space is insufficient use PLAN FORM 6A annexure sheet
 Crown Lands NSW/Western Lands Office Approval

..... in approving this plan, certify
 (Authorised Officer)
 That all necessary approvals in regard to the allocation of the land and shown herein have been given
 Signature:
 Date:
 File Number:
 Office:

Subdivision Certificate

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

the proposal SUBDIVISION set out herein
 (use, subdivision or new road)

Authorised Person: *[Signature]* General Manager / Accredited Certifier

Consent Authority: CESSNOCK CITY COUNCIL
 Date of Endorsement: 11 MAY 2012
 Approval no:
 Subdivision Certificate no: 14/2010/136/2
 File no: 8/2010/136/2

* Slice through a map sheet to be made

(If space is insufficient use PLAN FORM 6A annexure sheet)

Surveyor's Reference: 10-0550PS

DP 1172037

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 300
 DP 1172036 AND EASEMENTS AFFECTING
 LOT 371 DP 12974 AND LOT 334
 DP 1172036

DP1172037

Registered:  14.6.2012

Subdivision Certificate No: 14/2012/136/2

Date of Endorsement: 14/5/2012

Initiated by Casbrook Golf
 Club Limited ACN 100 021 685
 In accordance with section 127 of the
 Corporations Act 2001 (Cth) by:


 Signature of Director


 Signature of Director/Secretary


ROBIN DUMM
 Print Name of Director

PETER BURKE
 Print name of Director/Secretary

Signed, sealed and delivered by David
 Ross Hingay in the presence of by his attorney
 Jenahon David Hingay pursuant to registered power of attorney Book 4503 No. 886


 Signature of Witness



 Signature of David-Jess Hingay


 Print Name of Witness

6 CHESTER PLACE
 NARRATHA 2232
 Address of Witness

Executed for and on behalf of
 AUSGRID by Katherine Margaret
 Gentles its duly constituted Attorney
 pursuant to Power of Attorney
 registered Book 4528 No. 491 in the
 presence of


 Signature of Witness


 Signature of Attorney

MICHELLE LOUISE BOWER
 Print Name of Witness

5/3 George Street,
 Sydney NSW 2000
 Address of Witness

* OFFICE USE ONLY

DP 1172037

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

Sheet 1 of 10 sheets

Lengths are in metres

Plan: **DP1172037**

Subdivision of Lot 300 D.P. 1172036 and Easements affecting Lot 371 DP12974 and Lot 334 DP 1172036 covered by Subdivision Certificate No. 14/210/136/2 Dated: 11/05/2012

Full name and address of proprietor of Land:

Cessnock Golf Club Limited
 18A Lindsay Street
 CESSNOCK NSW 2325

Full name and address of Mortgagee of the Land:

David Ross Mingay
 PO Box 288
 WALLSEND NSW 2287

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 2 m wide	400 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 419 Lot 334 DP 1172036	401, 402, 403, 404, 405, 406, 407, 418, 419, 420, Lots 323 to 327 inclusive DP 1172036 401 401, 402 401, 402, 403 401, 402, 403, 404 401, 402, 403, 404, 405 401, 402, 403, 404, 405, 406 408, 409 408, 409, 410, 411 408, 409, 410, 411, 412 408, 409, 410, 411, 412, 413 408, 409, 410, 411, 412, 413, 414 408, 409, 410, 411, 412, 413, 414, 415 418, 420 400, 401, 402, 403, 404, 405, 406, 407

DP 1172037

Lengths are in metres

Plan **DP1172037**

Subdivision of Lot 300 D.P. 1172036 and
 Easements affecting Lot 371 DP12974 and
 Lot 334 DP 1172033 covered by Subdivision
 Certificate No. 14/210/136/2
 Dated: 11/05/2012

2	Restrictions on Use of Land	Each lot except Lot 400	Every other lot except 400
3	Easement for Golf Balls (Whole of Lot)	Each lot except Lot 400	Lot 334 DP 1172037
4	Easement for Electricity and Other Purposes 4.1 Wide	400	Outgrid A.B.N. 57 805 837 886
5	Easement for Pipeline 4 wide	400 Lot 371 DP12974	Hunter Water Corporation A.B.N. 46 228 513 446
6	Easement for Drainage of Water Variable Width	400	Cessnock City Council

Part 2 (Terms)

1. **Terms of Restrictions on the Use of Land, numbered 2 in the plan.**

2.1 **Building**

- (a) No main buildings shall be erected or permitted to remain erected on any lot burdened, having a total internal floor area of less than 120 square metres exclusive of car accommodation, external landings and patios.
- (b) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed or or permitted to remain on any lot burdened.
- (c) No noxious, noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (d) 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.
- (e) Not more than two residences shall be erected or permitted to remain erected on any corner lot provided:
 - (1) the two residences are attached by a common party wall;
 - (2) each residence has access from a different public road.

DP1172037

Lengths are in metres

Plan: **DP1172037**

Subdivision of Lot 300 D.P. 1172036 and
Easements affecting Lot 371 DP12874 and
Lot 334 DP 1172036 covered by Subdivision
Certificate No. 14210/136/2
Dated: 11/05/2012

- (f) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened no motor truck, lorry or semi-trailer with a load capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened.
- (g) 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, reconstructed on or permitted to remain on, or used for residential purposes on any lot burdened.
- (h) No building shall be constructed on any lot burdened incorporating second hand materials in the external structure.
- (i) No rubbish disposal containers are permitted to be stored or positioned in front of the house building line except on the days as dictated by the local authority for collection of rubbish.

2.2 Car accommodation

- (a) No car accommodation is to be erected or permitted to remain erected on any lot burdened other than a garage to accommodate not less than 2 motor vehicles side by side incorporated under the main roof of the house and enclosed by a roller door or a sectional door.
- (b) No carport is to be erected or permitted to remain erected on any lot burdened.

2.3 Driveways

- (a) No driveways will be constructed on any lot burdened having a finished surface other than asphalt pavers, exposed aggregate or concrete with stamped or stencilled finishes.
- (b) No driveway is to be constructed on any lot burdened having a finished surface of standard broom finished concrete.

2.4 Fencing

- (a) No fence will be erected or permitted to remain erected on any lot burdened to divide it from any adjoining land owned by Cessnock Golf Club Limited without the prior written consent of Cessnock Golf Club Limited but such consent will not be withheld if the fence is erected without expense to Cessnock Golf Club Limited.
- (b) No fence is to be constructed forward of the front building line unless such fencing consist of brick, rendered brick or limestone piers and infilled with timber or wrought iron.

Lengths are in metres

Plan: **DP1172037**

Subdivision of Lot 300 DP 1172035 and
Easements affecting Lot 371 DP12974 and
Lot 354 DP 1172036 covered by Subdivision
Certificate No. 14210/136/2
Dated: 11/05/2012

- (c) No gates are to be constructed unless such gates are constructed of materials which are complimentary to the fencing forward of the front building line

2.5 Outbuildings

- (a) Except on lots which have a frontage to two streets no outbuilding is to be erected or permitted to remain erected on any lot burdened forward of the house building line of the lot.
- (b) No outbuilding will be erected or permitted to remain erected on any lot burdened constructed of galvanised iron or flat fibre cement.

2.6 Landscaping

- (a) No landscaping at the frontage of any lot burdened is to remain or be left incomplete for a period of more than 3 months after the date of issue of an occupation certificate for the dwelling constructed on the lot burdened.

2. Terms of Easement numbered 3 in the plan.

- (a) The owner of the lot benefited or any part of it and any person authorised by the owner and engaged in playing golf on the lot benefited may cause or permit golf balls to pass over or upon the lot burdened including any building erected on the lot burdened without committing a trespass or nuisance to the owner of the lot burdened.
- (b) The owner of the lot burdened releases the owner of the lot benefited and any person authorised by the owner from any claim for loss or damage to persons or property caused by golf balls from the lot benefited coming onto the lot burdened.

Name of Authority empowered to release, vary or modify Easement and Restrictions the Use of Land numbered 1, 2, 3 and 6 in the plan.

Geelong City Council

3. Terms of Easement numbered 4 in the plan.

An easement is created on the terms and conditions set out in memorandum registered number AC2R0041. In this easement "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

Lengths are in metres

Plan: **DP1172037**

Subdivision of Lot 300 D.P. 1172036 and
Easements affecting Lot 571 DP12574 and
Lot 334 DP 1172036 covered by Subdivision
Certificate No. 14/210/136/2
Dated: 11/05/2012

Name of Authority empowered to release, vary or modify Easement numbered 4 in the
Plan:

Ausgrid
A.B.N. 67 506 397 386

4. Terms of Easement numbered 5 in the plan.

1 Definitions

(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 1993; and
- (v) 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 1993

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, 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.

Lengths are in metres

Plan **DP1172037**

Subdivision of Lot 300 D.P. 1172036 and
Easements affecting Lot 371 DP12974 and
Lot 334 DP 1172036 covered by Subdivision
Certificate No. 14910/1992
Dated: 11/05/2012

2 Easement Terms

2.1 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

2.2 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.

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

2.4 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 clear 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; and
- (e) 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.

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

ePlan

Sheet 7 of 10 sheets

Lengths are in metres

Plan: **DP1172037**

Subdivision of Lot 300 D.P. 1172038 and
Easements affecting Lot 371 DP12974 and
Lot 334 DP 1172038 covered by Subdivision
Certificate No. 14/210/362
Dated: 11/05/2012

- (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 numbered 5 in the Plan:

Hunter Water Corporation
A.B.N. 46 228 613 446

Lengths are in metres

Plan: **DP1172037**

Subdivision of Lot 300 D.P. 1172036 and
Easements affecting Lot 371 DP12974 and
Lot 334 DP 1172036 covered by Subdivision
Certificate No. 14/2010/138/2
Dated: 11/5/2012

Executed by **Cessnock Golf Club Limited** ACN 000 021 885
in accordance with section 127 of the
Corporations Act 2001 (Cth) by:



Signature of Director

ROBERT DENNY
Print Name of Director


Signature of Director/Secretary

PETER BURKE
Print name of Director/Secretary

Signed, sealed and delivered by David
Ross Mingay by his attorney Jonathon David
Mingay pursuant to power of attorney registered
Book 4503 No.:886


Signature of Witness

NARRAN RUSSELL
Print Name of Witness

6 CHESTER PLACE
MURFREESBURG 2221
Address of Witness


Signature of Jonathon David Mingay

DP1172037

Lengths are in metres

Plan: **DP1172037**

Subdivision of Lot 300 D.F. 1172036 and
Easements affecting Ln: 371 DP12974 and
Lot 334 DP 1172036 covered by Subdivision
Certificate No. 14/2010/136/2
Dated: 11/5/2012

Executed for and on behalf of
AUSGRID by Katherine Margaret
Ganton its duly constituted Attorney
pursuant to Power of Attorney
registered Book 4528 No. 401 in the
presence of

.....

Signature of Witness


.....


Signature of Attorney

MICHELLE LOUISE BOWER
.....
Print Name of Witness

570 George Street,
Sydney NSW 200
.....
Address of Witness

Signed for and on behalf of Hunter Water
Corporation ABN 45 228 513 448 by
its attorney under a Power of Attorney dated
Registered Book 4528 No 401 and the
Attorney declares that the Attorney has not
received notice of the revocation of such Power
of Attorney in the presence of

.....

Signature of Witness

.....

Signature of Attorney

CHERYL ELISE
.....
Print name of Witness

36 HUNTER/SUCKLE DC
Address of Witness **NEWCASTLE**


DP1172037

Lengths are in metres

Lot: **DP1172037**

Subdivision of Lot 300 D.P. 1172058 and
Easements affecting Lot 371 DP 2974 and
Lot 394 DP 1172030 covered by Subdivision
Certificate No. 14/2010/136/2
Dated: 11/5/2012

Executed on behalf of **CESSNOCK CITY COUNCIL** by:


.....
Signature of Witness

TRACY SAMANTHA SWAYZ
Print Name of Witness

**CESSNOCK CITY COUNCIL
VINCENT STREET
CESSNOCK**
.....
Address of Witness



RICHARD IAN FORBES
.....
Authorised Officer's Name

**AUTHORISED PERSON
CESSNOCK CITY COUNCIL**
.....
Authority of Officer

REGISTERED  14.6.2012

DP 1172037

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS ON
LAND INTENDED TO BE CREATED PURSUANT TO SECTION 80B
OF THE CONVEYANCING ACT 1919

Location etc in metres Sheet 1 of 3 sheets

Plan:

DP 838303

Subdivision of land being
lots 351 and 352 in DP
794046 covered by Council
Clark's certificate No.
150/502996 9/3/76 of 15.2.1994

Full Name and Address
of Registered Proprietor
of Land

CESSNOCK GOLF CLUB LIMITED
of CESSNOCK.

1. Identity of Easement
firstly referred to in above-
mentioned plan

Easement for golf balls

Schedule of lots affected

Lots Burdened

353

Lots Benefited

354

2. Identity of Restriction
secondly referred to in above-
mentioned plan

Restrictions on use of land

Lots Burdened

353

Schedule of lots affected

Lots Benefited

354



Billie Burns
Secretary

DP 838303

Part 2

REGISTRATION COVERED BY COUNCIL CLERK'S
CERTIFICATE NO. 92/78 OF 15.2.1994
Sheet 2 of 3 sheets

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS ON LAND
INTENDED TO BE CREATED PURSUANT TO SECTION 80B OF THE CONVEYANCING
ACT, 1919.

1. Terms of Easement for golf balls firstly referred to in
the above-mentioned plan

1. FULL AND FREE RIGHT for every corporation and person who
is at any time entitled to an estate or interest in possession
in the lands herein indicated as the dominant tenement or any
part thereof with which the right shall be capable of
enjoyment and every person authorized by it or such person,
which authority may be given from time to time to any class of
persons, and which authorization shall be deemed to have been
given by any person purporting to exercise such right, to
cause from time to time a golf ball or golf balls to pass over
and/or upon the land herein indicated as the servient tenement
or any part or parts thereof including any building erected
upon or hereafter erected or being upon the servient tenement
and whether or not any such exercise or purported exercise of
such right would otherwise or but for this easement amount to
a trespass or public or private nuisance PROVIDED ALWAYS that
any such golf ball or golf balls has or have been struck from
within the dominant tenement or any part thereof by a golf
club owing by a person engaged in the act of playing golf.

2. Terms of Restriction on use secondly referred to in the
above-mentioned plan.

1. Not more than one main building shall be erected upon any
lot burdened or in the case of a subdivision of the servient
tenement not more than one main building shall be erected upon
any lot so created and in each case such main building shall
only be used for single residential dwelling purposes PROVIDED
ALWAYS that where the relevant Local Government Authority
consents such main building may be divided into a dual
occupancy comprising no more than two residential dwellings.

2. No building or structure which has previously been
erected upon any other land shall be re-erected or re-
constructed on any lot hereby burdened whether as to a
building or structure by itself or as part of a building or
structure.

3. No structure of a temporary character, tent, shack,
garage, trailer, camper, caravan or any other outbuilding
shall be used at any time as a dwelling house on any lot
burdened.

4. No fence shall be erected on any lot to divide that lot
from land owned by Cessnock Golf Club Limited without the
consent of Cessnock Golf Club Limited provided that consent
shall not be withheld if such fence is erected without expense
to Cessnock Golf Club Limited and is erected so as to comply
with clause 5 hereof.

Billie Burns
Secretary

INSTRUMENT SETTING THE TERMS OF EASEMENT AND RESTRICTIONS ON LESSE INTERESTED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

DP 838303

SUBDIVISION COVERED BY CORRECT CLERK'S CERTIFICATE NO. 92/76 OF 15.2.1994 (Sheet 3 of 3 sheets)

8. No dwelling erected on any part of the land hereby burdened shall be occupied or used as a dwelling unless and until a fence has been constructed at no cost to Cessnock Golf Club limited along any common boundary which that part of the land so burdened shall have with the land herein indicated as the dominant tenement being a fence 1.5 metres high comprising galvanised steel posts and galvanised steel mesh panels with a rectangular mesh size of 75 mm x 50 mm.

9. No building shall be erected upon any part of the land herein indicated as the servient tenement comprising more than two storeys, in respect of which storey shall have the meaning attributed to it in section 304 of the Local Government Act of 1919, and no part of any such building shall in any event exceed a height of more than ten (10) metres above the level of the natural surface of that part of the land indicated herein as the servient tenement upon which such building is erected.

THE COMMON SEAL OF CESSNOCK GOLF CLUB LIMITED was hereunto affixed by order of the Board of Directors in the presence of:



Anthony. Bill
Director

REGISTERED  6.6.1994

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 1 of 6 Sheets)

PART 1

DP 844843

Plan of subdivision of Lots
353 & 354, DP838303 and
Easement to Drain Water within
Lot 1, DP802297
As approved and verified by Council
Clerk Certificate No 76/92 of 25/10/1994

**Full names of
proprietors of the land:**

B W Estates (Aust) Pty Limited ϕ

**1. Identity of easement
firstly referred to in above
mentioned plan:**

Cessnock Golf Club Limited ϕ
Department of School
Education of New South Wales
Easement to Drain Water
variable width

Schedule of lots affected

Lots Burdened

Name of Authority Benefited

18

The Council of the City of Cessnock

**2. Identity of easement
secondly referred to in**

Easement to Drain Water
variable width

Schedule of lots affected

Lots Burdened

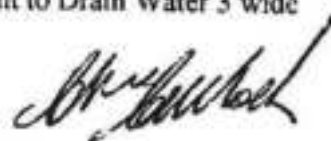
Name of Authority Benefited

Lot 1, DP802297

The Council of the City of Cessnock

**3. Identity of easement
thirdly referred to in
abovementioned plan:**

Easement to Drain Water 3 wide



ϕ A.C.N. 057 723 001, c/- 5-7 MARILYN STREET, SYDNEY
 ϕ A.C.N. 000 021 885, LINKS AVENUE, CESSNOCK
* TO BE LOT 32 & P. 894023

INTENDED TO BE CREATED PURSUANT TO SECTION 88A OF THE CONVEYANCING ACT 1919
(Sheet 2 of 6 Sheets)

DP 844843

Plan of Subdivision (see Sheet 1)

Schedule of lots affected

Lots Burdened

Name of Authority Benefited

18

The Council of the City of Cessnock

4. Identity of easement fourthly referred to in abovementioned plan:

Easement to Drain Water 2 wide

Schedule of lots affected

Lots Burdened

Lots Benefited

20
21
22
23
24
25
26
27

19
19, 20
19, 20, 21
19, 20, 21, 22
19, 20, 21, 22, 23
19, 20, 21, 22, 23, 24
19, 20, 21, 22, 23, 24, 25
19, 20, 21, 22, 23, 24, 25, 26

5. Identity of easement fifthly referred to in abovementioned plan:

Easement to Drain Water 2 wide

Schedule of lots affected

Lots Burdened

Lots Benefited

30
31
32
33
34

29
29, 30
29, 30, 31
29, 30, 31, 32
29, 30, 31, 32, 33

6. Identity of easement sixthly referred to in abovementioned plan:

Easement to Drain Water 2 wide



TO BE CREATED PURSUANT TO SECTION 83B OF THE CONVEYANCING ACT 1919
(Sheet 3 of 6 Sheets)

D.P. 844843

Plan of Subdivision (over Sheet 1)

Schedule of lots affected

Lots Burdened

Lots Benefited

16
15
14
13
12
11
10

17
16, 17
15, 16, 17
14, 15, 16, 17
13, 14, 15, 16, 17
12, 13, 14, 15, 16, 17
11, 12, 13, 14, 15, 16, 17

7. Identity of easement seventhly referred to in abovementioned plan:

Restriction(s) on the use of Land

Schedule of lots affected

Lots Burdened

Lots Benefited

Lots 1 - 17 inclusive
Lots 20 - 34 inclusive

Lots 1 - 34 inclusive
Lots 1 - 34 inclusive

8. Identity of easement eighthly referred to in abovementioned plan:

Restriction(s) on the use of Land

Schedule of lots affected

Lots Burdened

Lots Benefited

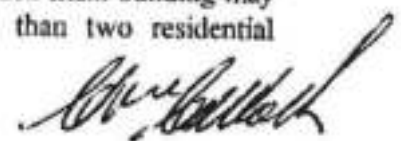
Lot 18

The Council of the City of Cessnock

PART 2

TERMS ON RESTRICTION ON USE SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

1. Not more than one main building shall be erected upon any lot burdened or in the case of a resubdivision of the servient tenement not more than one main building shall be erected upon any lot so created and in each case such main building shall only be used for single residential dwelling purposes **PROVIDED ALWAYS** that where the relevant Local Government Authority consents such main building may be divided into a dual occupancy comprising no more than two residential dwellings.



TO BE CREATED PURSUANT TO SECTION 81B OF THE CONVEYANCING ACT 1919

DP844843

(Sheet 4 of 6 Sheets)

Plan of Subdivision (see Sheet 1)

2. No building or structure which has previously been erected upon any other land shall be re-erected or re-constructed on any lot hereby burdened whether as to a building or structure by itself or as part of a building or structure.
3. No structure of a temporary character, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.
4. No dwelling erected on any part of the land hereby burdened shall be occupied or used as a dwelling unless and until a fence has been constructed at no cost to Cessnock Golf Club Limited along any common boundary which that part of the land so burdened shall have with Lot 18 being a fence 1.5 metres high comprising galvanised steel posts and galvanised steel mesh panels with a rectangular mesh size of 75 mm x 50 mm.
5. No building shall be erected upon any part of the land herein indicated as the servient tenement comprising more than two storeys, in respect of which storey shall have the meaning attributed to it in Section 304 of the Local Government Act of 1919, and no part of any such building shall in any event exceed a height of more than 10 metres above the level of the natural surface of that part of the land indicated herein as the servient tenement upon which such building is erected.
6. No building shall be erected on the land hereby burdened after the date of registration of the plan of subdivision hereinfirstly mentioned with external walls or wall of materials other than brick, stone, concrete, glass or timber or any combination of the same provided that timber shall not be used in external walls except as infill panels in conjunction with all or any of the other materials in this clause referred to and the proportion of timber so used in relation to the total external wall area shall not exceed 25 per cent thereof **PROVIDED THAT** nothing in this covenant contained shall preclude or prohibit a building having the inner framework of its external walls constructed of timber or other materials with an external brick face or veneer.
7. No main building erected or permitted to remain on the land hereby burdened shall have a minimum area including any attached garage under the main roof of less than 100 metres square.
8. Except where otherwise required by any public body or authority no sanitary convenience erected or permitted to remain on the land hereby burdened shall be detached or separated from any main building erected thereon.
9. Where any sanitary convenience is required by any public body or authority to be and remain detached from any main building no such sanitary convenience shall be erected or permitted to remain in a conspicuous place or position on the land hereby burdened and if the same is visible from the road or other lots in the subdivision the same shall be suitable screened.
10. For the benefit of any adjoining land owned by the abovenamed proprietor but only during the ownership thereof by the proprietor its successors and assigns other



CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 ACTIONS AS TO USE INTENDED TO BE

D.P. 844843

(Sheet 7 of 6 Sheets)

Plan of Subdivision (see Sheet 1)

than transferees on sale no fences shall be erected on the land hereby burdened to divide the same from such adjoining land without the consent of the proprietor but such consent shall not be withheld if such fence is erected without expense to the proprietor and in favour of any person dealing with the transferee on sale such consent shall be deemed to have been given in respect of every such fence for the time being erected.

11. The transferee on sale shall not excavate, carry away or remove or permit to be excavated, carried away or removed from the land hereby burdened any earth, clay, stone, gravel, soil or sand except so far as may be necessary for the erection in accordance with the covenants herein contained of any such house building erection or swimming pool thereon or for any purpose incidental and/or ancillary thereto.
12. The transferee on sale shall not from the date of the contract for the purchase of the lot hereby burdened and for a period of three years after the date of registration of the transfer of the said lot hereby burdened and before any building is erected on the said lot hereby burdened display thereon any "For Sale" sign provided that this restriction shall not operate to prevent the transferee on sale from selling or otherwise disposing of the said lot hereby burdened without recourse to the display of such sign. This restriction shall bind the transferee on sale his executors administrators and assigns for the period hereinbefore referred to.
14. The expression "the land hereby burdened" where herein used shall be deemed to refer separately and severally to each lot hereby burdened and the restrictions in this covenant contained shall apply to each lot as if the transferee on sale had given separate covenants in respect of each such lot.

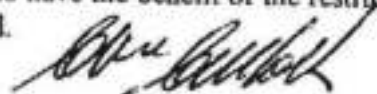
The above restriction as to user (with the exception of restriction No 4) may be released, varied or modified only with the consent of B W Estates (Aust) Pty Limited or the registered proprietor for the time being of the adjoining lots who have the benefit of the restriction that is sought to be modified, released and/or varied.

The restriction to use numbered 4 may only be released, varied or modified with the consent of the Cessnock Golf Club Limited.

**TERMS ON RESTRICTION ON USE EIGHTHLY REFERRED TO IN THE
ABOVEMENTIONED PLAN**

1. No fence shall be erected or permitted to remain on any lot burdened within the site of the easement to drain water firstly referred to in the abovementioned plan or on the common boundary of the site of that easement and lot 35 which substantially restricts the free flow of water and which fence has not been constructed in accordance with plans which have first been submitted to and approved by the Council of the City of Cessnock.

The above restriction as to user may be released, varied or modified only with the consent of The Council of the City of Cessnock who have the benefit of the restriction that is sought to be modified, released and/or varied.



RESTRICTIONS AS TO USE INTENDED

TO BE CREATED PURSUANT TO SECTION 803B OF THE CONVEYANCING ACT 1919

(Sheet 6 of 6 Sheets)

D.P.844843

Plan of Subdivision (see Sheet 1)

The Common Seal of B W Estates
(Aust) Pty Limited was hereunto
affixed by the authority of the Board
of Directors in the presence of:



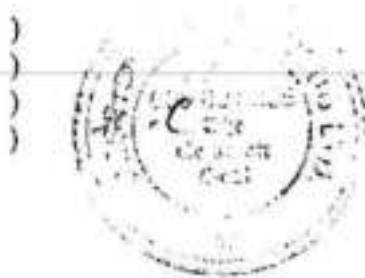
[Signature]

[Signature]

Secretary/Director

Director

The Common Seal of Cessnock Golf
Club Limited was hereunto affixed by
the authority of the Board of Directors
in the presence of:



✓ *[Signature]*
Secretary/Director

[Signature]
Director

Signed by the Newcastle Permanent
Building Society Limited in the presence
of:

The Seal of Newcastle Permanent Building
Society Limited was hereunto duly affixed
under the authority of a resolution of the
Board in the presence of and is attested by
two of its Directors and the Secretary whose
names are set opposite hereto.



Witness

[Signature]
Director
[Signature]
Director
[Signature]
Secretary

Signed by the Department of School
Education of New South Wales in the
presence of:

[Signature]
28.10.94.

[Signature]
Witness

15034130

RF 13A

TRANSFER
 including easement and
 Real Property Act 1900



OFFICE OF STATE REVENUE (N.S.W. TREASURY)

CLIENT No. 16225 STAMP No. 71
 STAMP DUTY 52.00 SIGNATURE *S. Hamilton*
 TRANSACTION No. 205202 DATE 18.12.20

ASSESSMENT DETAILS:

(A) **LAND TRANSFERRED**
 Show no more than 20 References to Title.
 If appropriate, specify the share transferred.

19/844843

(B) **TENEMENTS**

Servient (land burdened)	Dominant (land benefited)
19/844843	19/844843

(C) **LODGED BY**

Now sent

L.T.O. Box <i>208x</i>	Name, Address or DX and Telephone <i>S. Hamilton 9038769</i>
REFERENCE (max. 15 characters):	

(D) **TRANSFEROR** CESSNOCK GOLF CLUB LIMITED ACN 000 021 885
 (E) acknowledges receipt of the consideration of Forty-four thousand dollars (\$44,000) and subject to the following
 (F) **ENCUMBRANCES** 1. nil 2. 3. as regards the above land
 (G) transfers to the transferee an estate in fee simple and the transferor reserves an easement as set out in Schedule One hereto, and
 (H) the transferee covenants with the transferor reserves an easement as set out in Schedule Two hereto

(I) **TRANSFeree**

T	MICHAEL ANDREW GILCHRIST TENANCY:
----------	--

(K) We certify this dealing correct for the purposes of the Real Property Act 1900. DATE

Signed in my presence by the transferor who is personally known to me.

The Common Seal of CESSNOCK GOLF CLUB LIMITED was hereto affixed by authority of the Directors and in the presence of:-



[Signature]
Director

[Signature]
Secretary

Signature of Transferor Director

[Signature]

Signed in my presence by the transferee who is personally known to me.

Anna Cruckshank

Signature of Witness

ANNA LOUISE CRUCKSHANK

Name of Witness (BLOCK LETTERS)

120 WYONG ROAD, KILLARNEY VALE

Address of Witness

[Signature]
Signature of Transferee

SCHEDULE ONE
Reservation of Easement

The transferor reserves an easement for golf balls as follows, namely, FULL AND FREE RIGHT for every corporation and person who is at any time entitled to an estate or interest in possession in the lands herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by it or such person, which authority may be given from time to time to any class of persons, and which authorisation shall be deemed to have been given by an person purporting to exercise such right, to cause from time to time a golf ball or golf balls to pass over and/or upon the land herein indicated as the servient tenement or any part or parts thereof including any building erected upon or hereafter erected or being upon the servient tenement and whether or not any such exercise or purported exercise of such right would otherwise or but for this easement amount to a trespass or public or private nuisance PROVIDED ALWAYS that any such golf ball or golf balls has or have been struck from within the dominant tenement or any part thereof by a golf club swung by a person engaged in the act of playing golf.


The above easement may be released varied or modified by or with the consent of Cessnock Golf Club Limited.

SCHEDULE TWO
Covenant

The transferee for the benefit of the dominant tenement (18/844843) and so as to burden the servient tenement (19/844843) covenants with the transferor that:-

- 1) Not more than one main building shall be erected upon any lot burdened or in the case of a subdivision of the servient tenement not more than one main building shall be erected upon any lot so created in each case such main building shall only be used for single residential dwelling purposes PROVIDED ALWAYS that where the relevant Local Government Authority consents such main building may be divided into a dual occupancy comprising no more than two residential dwellings.
- 2) No building or structure which has previously been erected upon any other land shall be re-erected or re-constructed on any lot hereby burdened whether as to a building or structure by itself or as part of a building or structure.
- 3) No structure of a temporary character, tent, shack, garage, trailer, camper, caravan or any other outbuilding shall be used at any time as a dwelling house on any lot burdened.
- 4) No dwelling erected on any part of the land hereby burdened shall be occupied or used as a dwelling unless and until a fence has been constructed at no cost to Cessnock Golf Club Limited along any common boundary which that part of the land so burdened shall have with Lot 18 being a fence 1.5 metres high comprising galvanised steel posts and galvanised steel mesh panels with a rectangular mesh size of 75mm X 50mm.
- 5) No building shall be erected upon any part of the land burdened comprising more than two storeys, in respect of which storey shall have the meaning attributed to it in Section 304 of the Local Government Act of 1919, and no part of any such building shall in any event exceeded a height of more than 10 metres above the level of the natural surface of that part of the land burdened upon which such building is erected.

...../continued over page.


.....
Signature of Transferee


.....
Witness

- 6) No building shall be erected on the land hereby burdened with external walls or wall of materials other than brick, stone, concrete, glass or timber or any combination of the same provided that timber shall not be used in external walls except as infill panels in conjunction with all or any of the other materials in this clause referred to and the proportion of timber so used in relation to the total external wall area shall not exceed 25 per cent thereof PROVIDED THAT nothing in this covenant contained shall preclude or prohibit a building having the inner framework of its external walls constructed of timber or other materials with an external brick face or veneer.
- 7) No main building erected or permitted to remain on the land hereby burdened shall have a minimum area including any attached garage under the main roof of less than 100 metres square.
- 8) Except where otherwise required by any public body or authority no sanitary convenience erected or permitted to remain on the land hereby burdened shall be detached or separated from any main building erected thereon.
- 9) Where any sanitary convenience is required by any public body or authority to be and remain detached from any main building no such sanitary convenience shall be erected or permitted to remain in a conspicuous place or position on the land hereby burdened and if the same is visible from the road or other lots in the subdivision the same shall be suitably screened.
- 10) For the benefit of any adjoining land owned by the transferor but only during the ownership thereof by the transferor its successors and assigns other than transferees on sale no fences shall be erected on the land hereby burdened to divide the same from such adjoining land without the consent of the proprietor but such consent shall not be withheld if such fence is erected without expense to the transferor and in favour of any person dealing with the transferee on sale such consent shall be deemed to have been given in respect of every such fence for the time being erected.
- 11) The transferee shall not excavate, carry away or remove or permit to be excavated, carried away or removed from the land hereby burdened any earth, clay, stone, gravel, soil or sand except so far as may be necessary for the erection in accordance with the covenants herein contained any such house building erection or swimming pool thereon or for any purpose incidental and/or ancillary thereto.
- 12) The transferee for himself, his heirs, successors and assigns hereby covenants with the transferor and any successors in title that he will not make any claim, demand or complaint that the land burdened is affected by offensive noise emitted from the land benefited, pursuant to either:-

- (i) Section 268 of the Protection of the Environment Act, 1997, as amended, or
- (ii) Section 17AA of the Registered Clubs Act, 1976, as amended."

The above covenant may be released, varied or modified by or with the consent of Cessnock Golf Club Limited.


.....
Signature of Transferee


.....
Witness

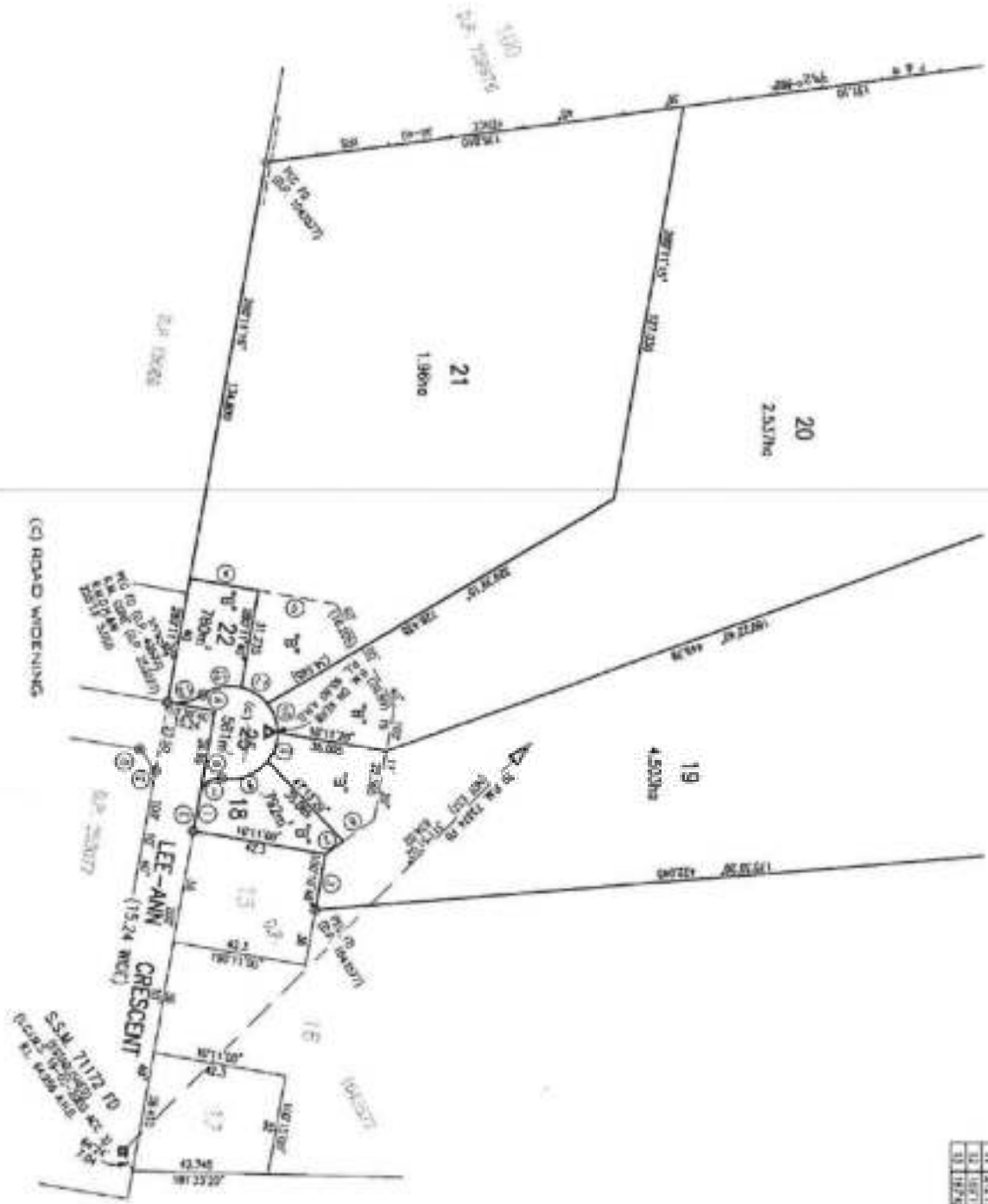





LOT 25 IS PUBLIC ROAD

NO.	MEASURE	BEFORE	AFTER	REMARKS
1	207' 00"	5' 00"	5' 00"	REMAIN
2	270' 00"	4' 00"	4' 00"	REMAIN
3	270' 00"	4' 00"	4' 00"	REMAIN
4	270' 00"	4' 00"	4' 00"	REMAIN
5	270' 00"	4' 00"	4' 00"	REMAIN
6	270' 00"	4' 00"	4' 00"	REMAIN
7	270' 00"	4' 00"	4' 00"	REMAIN
8	270' 00"	4' 00"	4' 00"	REMAIN
9	270' 00"	4' 00"	4' 00"	REMAIN
10	270' 00"	4' 00"	4' 00"	REMAIN
11	270' 00"	4' 00"	4' 00"	REMAIN
12	270' 00"	4' 00"	4' 00"	REMAIN
13	270' 00"	4' 00"	4' 00"	REMAIN
14	270' 00"	4' 00"	4' 00"	REMAIN
15	270' 00"	4' 00"	4' 00"	REMAIN
16	270' 00"	4' 00"	4' 00"	REMAIN
17	270' 00"	4' 00"	4' 00"	REMAIN
18	270' 00"	4' 00"	4' 00"	REMAIN
19	270' 00"	4' 00"	4' 00"	REMAIN
20	270' 00"	4' 00"	4' 00"	REMAIN
21	270' 00"	4' 00"	4' 00"	REMAIN
22	270' 00"	4' 00"	4' 00"	REMAIN

Lot	Area	Distance	Area	Notes
1	207' 00"	12' 00"		
2	270' 00"	12' 00"		
3	270' 00"	12' 00"		
4	270' 00"	12' 00"		
5	270' 00"	12' 00"		
6	270' 00"	12' 00"		
7	270' 00"	12' 00"		
8	270' 00"	12' 00"		
9	270' 00"	12' 00"		
10	270' 00"	12' 00"		
11	270' 00"	12' 00"		
12	270' 00"	12' 00"		
13	270' 00"	12' 00"		
14	270' 00"	12' 00"		
15	270' 00"	12' 00"		
16	270' 00"	12' 00"		
17	270' 00"	12' 00"		
18	270' 00"	12' 00"		
19	270' 00"	12' 00"		
20	270' 00"	12' 00"		
21	270' 00"	12' 00"		
22	270' 00"	12' 00"		



(C) ROAD WIDENING

LEE-ANN CRESCENT (15.24 MCG)

S.S.M. 71172 TO
 ROAD 15.24 MCG
 P.C. 15.24 MCG

* REVISION IN THE USE OF UNITS

DP1069262

Registered
 27 Jun 2007

This is a plan of a lot of land in the Parish of St. Andrew, St. Vincent and the Grenadines, and is subject to the provisions of the Land Registration Act, 1999.

Signature
 Notary Public

Revision 001: 2006

MAKING THIS REVISION TO THE PLAN

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT
1919.

sh 1 / 3

DP1069262

Full name and address
of Proprietor of the land

L M Murphy Pty Limited [ACN 000 326 425]
21 Coal Point Road, Coal Point

PART 1

1. Identity of easement
or restriction firstly
referred to in abovementioned
plan: Easement for water supply over existing line of pipes.

Lots burdened.

19
20
24

Lots, name of road, Authority or party benefited.

{ Lot 16 DP 1043577
Lot 18 DP 844843

2. Identity of easement
or restriction secondly
referred to in the abovementioned
Plan:

Restriction on the use of the land

Lots burdened

Each and every Lot

Lots, name or road, Authority or party benefited

Cessnock City Council

3. Identity of easement
or restriction thirdly
referred to in the abovementioned
Plan:

Restriction on the use of the land

Lots burdened

Each and every lot

Lots, name or road, Authority or party benefited

Every other lot and Lots 15 & 16 DP 1043577



Sh 2 / 3

DP1069262

PART 2.

1. Terms of easement for water supply over existing line of pipes firstly referred to in the abovementioned plan

(A) The owner of the lots benefited may:

- (i) Run water in pipes through each lot burdened within the site of this easement, and
- (ii) Run water in any existing pipe or pipes laid within any of the lots burdened, and
- (iii) Do anything reasonably necessary for that purpose including:
 - entering the lot burdened, and
 - taking anything on the lot burdened, and
 - carrying out work, such as constructing, placing, repairing or maintaining pipes and equipment.

(B) In exercising those powers, the owner of the lot benefited must:

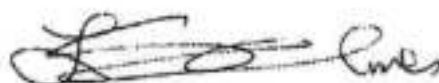
- (i) Ensure all work is done properly, and
- (ii) Cause little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- (iii) Cause as little damage as is practicable to the lot burdened and any improvement on it, and
- (iv) Restore the lot burdened as nearly as is practicable to its former condition, and
- (v) Make good any collateral damage.

2. Terms of restriction on the use of the land secondly referred to in the abovementioned plan

- (a) No habitable room shall be erected or be permitted to remain erected on a lot burdened having a finished floor level less than RL 67m AHD.
- (b) No habitable building shall be erected or be permitted to remain erected on a lot burdened outside the building envelope indicated on the plan with the letter "B"

3. Terms of the restriction on the use of the land thirdly referred to in the abovementioned plan

No fence shall be erected on the land burdened to divide the same from any adjoining land where the registered proprietor of such adjoining land is L M Murphy Pty Limited, Paul & Louise Selmes or Renee Sullivan-Hawkins, their successors, assignees or inheritors, without the approval and consent of the party benefited and any such fence shall be erected without expense to the party benefited by this restriction.



sh 3/3

EXECUTED BY L M MURPHY PTY LTD ACN 000 326 425
PURSUANT TO SECTION 5127 OF THE
CORPORATIONS LAW


.....

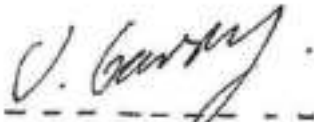
Anne Vickers

DIRECTOR


.....

Louise Selmes
DIRECTOR

~~THE COMMON SEAL OF THE COUNCIL OF
THE CITY OF CESSNOCK WAS HERETO
AFFIXED THIS _____ DAY OF
MAY 2004~~

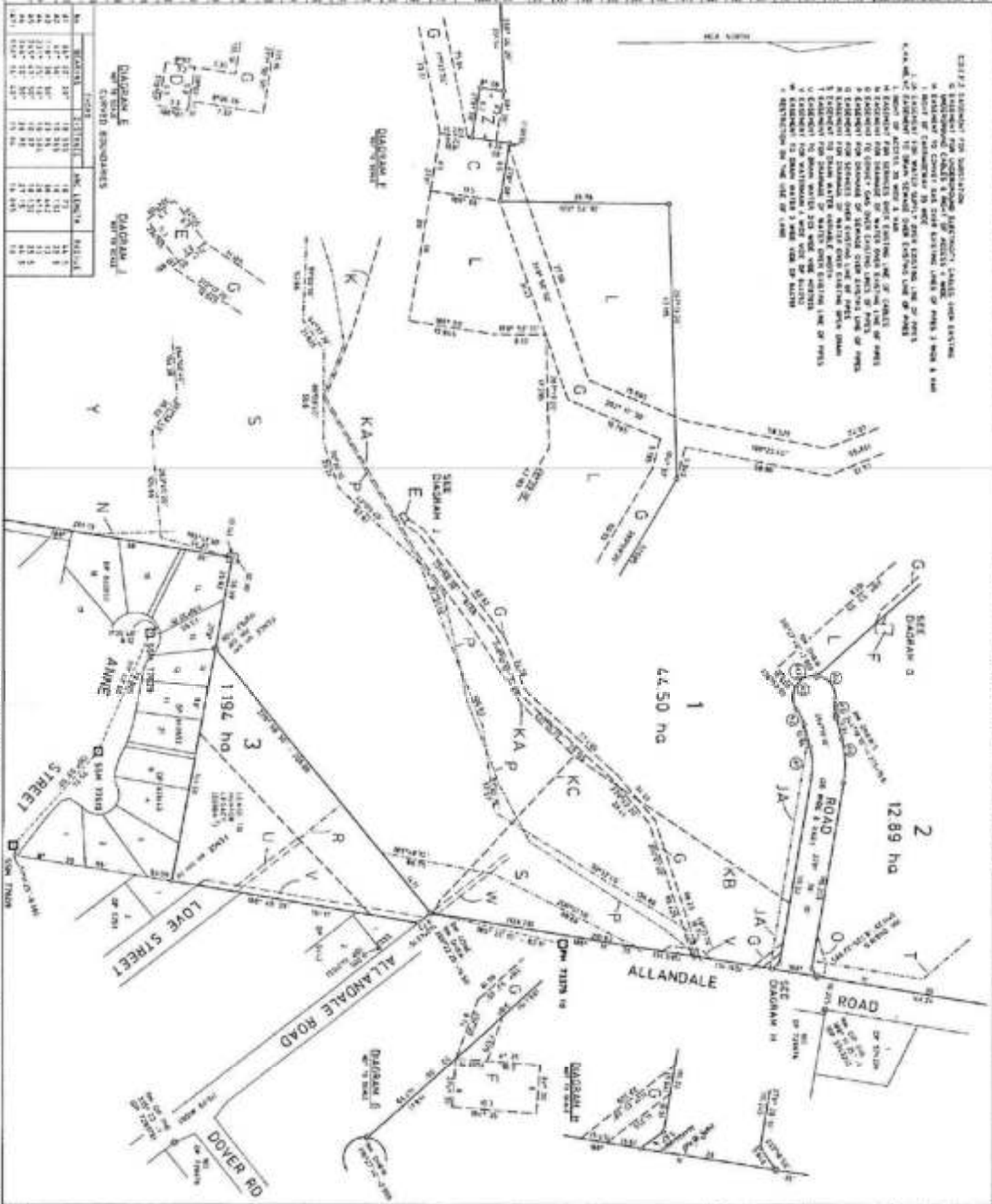


JEFF GARRY

AUTHORISED PERSON FOR
CESSNOCK CITY COUNCIL

REGISTERED   30-6-2004

- EXPLANATION OF SYMBOLS FOR NOTATION
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NO.	SECTION	AREA	SECTION	AREA
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DP 107864
 SUBSTITUTE PLAN
 REGISTERED BY BR 21-1-2005
 THE 1st PLAN 1 OF DP 107864-1/1
 PREPARED BY *Grey & Partners*
 CONSULTING ENGINEER AND SURVEYOR
 THE 1st PLAN 1 OF DP 107864-1/1
 PREPARED BY *Grey & Partners*
 CONSULTING ENGINEER AND SURVEYOR

APPROVED BY THE REGISTRAR GENERAL
 THE 1st PLAN 1 OF DP 107864-1/1
 PREPARED BY *Grey & Partners*
 CONSULTING ENGINEER AND SURVEYOR

REGISTRATION FEE \$ 1000

REGISTRATION REFERENCE SB 55178

SIGNATURE AND SEALS ONLY

DESIGNED BY: Mr. David L. Stewart
 AS DELEGATE OF THE HEALTH ADMINISTRATION
 CORPORATION PURSUANT TO SECTION 210
 HEALTH ADMINISTRATION ACT AND HEALTH
 REGULATIONS OF SUCH DELEGATION

W. Stewart
 David L. Stewart

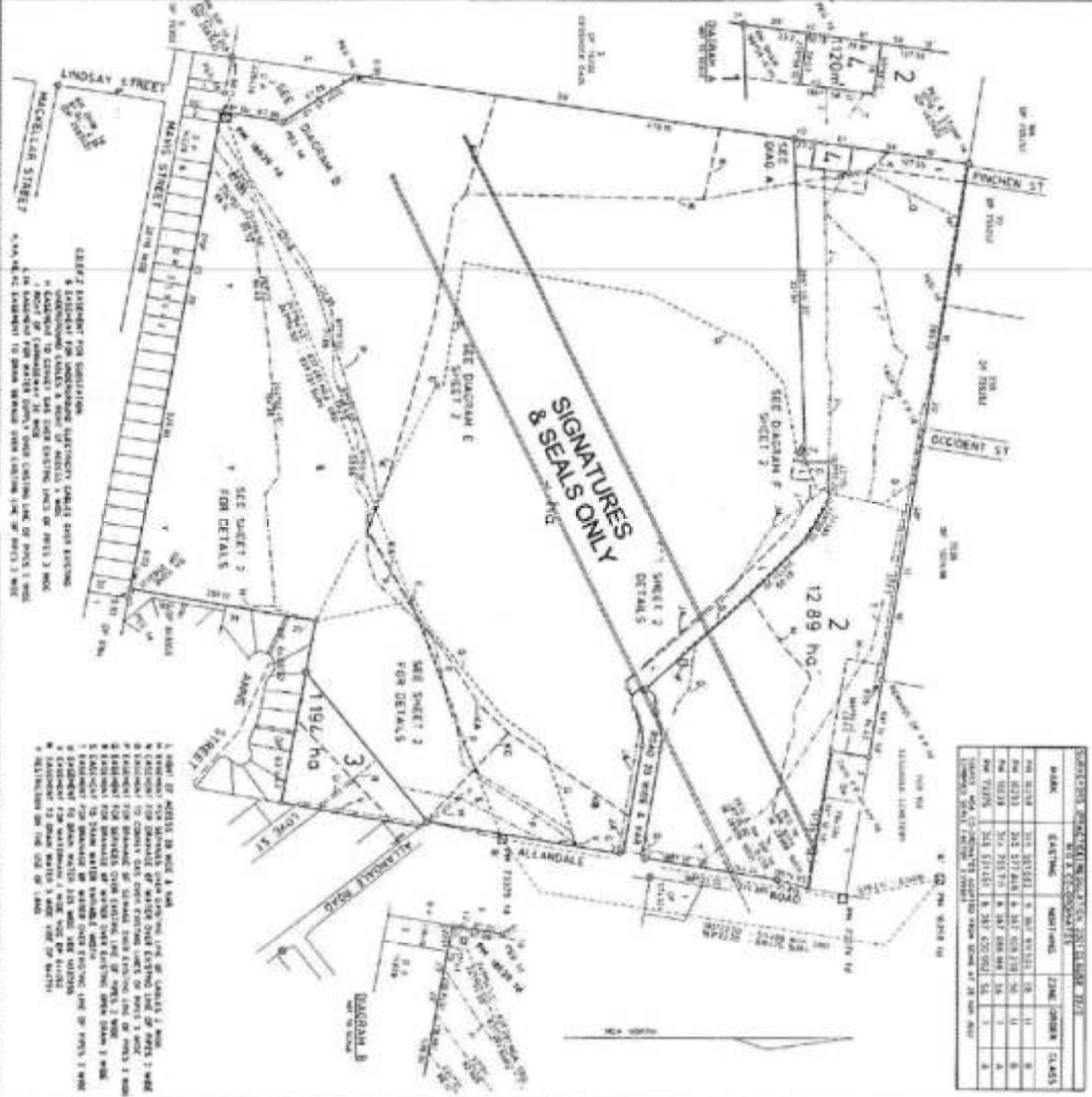


The Commission of the City of Toronto
 has approved this drawing
 under the authority of the
 Health Administration Act and
 the Health Regulations of such
 delegation as the Commission of
 the City of Toronto has
 appointed in the Province of
 Ontario.

Approval of Local Authority
 This drawing is prepared in accordance with the provisions of the
 Health Administration Act and the Health Regulations of such
 delegation as the Commission of the City of Toronto has
 appointed in the Province of Ontario.

Submitted by: [Signature]
 Approved by: [Signature]
 Date: [Date]

BLK	EASTING	NORTHING	ZONE	PROJ	CLASS
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15	500000.00	500000.00	18	UTM	1
16	500000.00	500000.00	18	UTM	1
17	500000.00	500000.00	18	UTM	1
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WARNING: REVISIONS ON FOLDOUT WILL LEAD TO REJECTION

DP1078864
 Registered Professional Engineer
 David L. Stewart
 No. 23747

Sheet 3 of 3 Sheets
 Prepared by: [Signature]
 Date: [Date]

1. All dimensions are in meters.
 2. All bearings are in degrees, minutes and seconds.
 3. All areas are in square meters.
 4. All volumes are in cubic meters.
 5. All heights are in meters.
 6. All depths are in meters.
 7. All widths are in meters.
 8. All lengths are in meters.
 9. All radii are in meters.
 10. All diameters are in meters.

s of Easements or Profits a Pendre intended to be created or
 on the Use of Land or Positive Covenants intended to be
 uant to Section 88B Conveyancing Act 1919.

DP1078864

(Sheet 1 of 11 sheets)

Plan:

Plan of subdivision of lot 4 DP226429

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

Health Administration Corporation
 c/o Hunter Area Health Service
 Locked Bag No. 1
 New Lambton NSW 2305

Part 1 (Creation)

Number of Item shown in the intention panel on the plan	Identity of easement, profit a pendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for substation	1,2	EnergyAustralia
2	Easement for underground electricity cables over existing underground cables & right of access 4 wide	1,2	EnergyAustralia
3	Easement to convey gas over existing line of pipes 3-wide and variable	2	AGL Gas Networks Limited
4	Right of Carriageway 20 wide	2	1
5	Easement for water supply over existing line of pipes	1, 2	3 DP76202, 4
6	Easement to drain sewage over existing line of pipes	1, 2 1 1 1	3 DP76202 3 DP76202 2 3 DP76202, 4
7	Right of Access 20 wide & var	1	2, EnergyAustralia
8	Easement for Services over existing line of cables	2	1
9	Easement for drainage of water over existing line of pipes	1	Cessnock City Council
10	Easement for drainage of sewage over existing line of pipes	1	18 DP844843
11	Easement for services over existing line of pipes	2	72 DP755252
12	Easement for drainage of water over existing open drain	3	Cessnock City Council
13	Easement to drain water variable width	1	Cessnock City Council
14	Easement for drainage of water over existing line of pipes	2	4
15	Easement to convey gas over existing line of pipes	2	1
16	Positive Covenant	1	Hunter Area Health Service and Health Administration Corporation
17	Restriction on the use of land	1	Cessnock City Council

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(Sheet 2 of 10 sheets)

Plan:

Plan of subdivision of lot 4 DP226429

PART 2 (Terms)

Terms of easement numbered 1 in the plan.

1. Full and free right leave liberty and licence for EnergyAustralia its successors and assigns its and their officers, servants, agents, workmen and contractors and all other persons authorised by it or them to act in its or their behalf:

- (a) to erect, construct, place, inspect, alter, repair, renew, maintain, use and remove on and from the Easement, underground electricity transmission conductors, wires and cables, and other ancillary works (including a ground level substation) for the transmission of electricity (the ownership of all of which works it is hereby acknowledged is vested in EnergyAustralia);
- (b) to cause or permit electricity to flow or to be transmitted through and along the said conductors, mains, wires, cables and ancillary works;
- (c) to enter and be in the lot burdened with or without vehicles and plant and equipment for the purposes of exercising any right, leave, liberty or licence granted hereunder;
- (d) to cut, trim or lop trees, branches and other growths or foliage which now or at any time hereafter may overhang, encroach or be in or on the Easement and which in the opinion of EnergyAustralia may be likely to interfere with any right, leave, liberty or licence granted hereunder;
- (e) for the purpose of gaining access to the Easement with or without vehicles and plant and equipment to enter, be upon traverse and depart from the lot burdened;

2. The owner of the lot burdened does hereby for itself and other owners from time to time of the lot burdened covenant with EnergyAustralia that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said conductors, mains, wires, cables supports and other ancillary works or interfere with the free flow of electric current within this easement AND that if any such damage or injury be done or interference be made the owner of the lot burdened will forthwith pay the costs to EnergyAustralia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current.

3. The owner of the lot burdened does hereby for itself and other owners from time to time of the lot burdened covenant with EnergyAustralia that it will not without the consent of EnergyAustralia alter or permit to be altered the existing ground levels of this Easement nor will it without the like consent erect or permit to be erected or placed any structure, object or equipment, above or below the site of this Easement.

4. For the purposes of these Terms of Easement numbered 1 in the Plan, "Easement" means that part of the lot burdened shown as the site of an easement for electricity purposes on any plan attached to any document referring to this instrument."

5. This Easement is intended to be an easement in gross under s88A of the Conveyancing Act 1919."

Name of person empowered to release, vary or modify restriction or positive covenant numbered 1 in the plan.

EnergyAustralia

DP1078864

(Sheet 3 of ¹¹~~10~~ sheets)

Plan:

Plan of subdivision of lot 4 DP226429

Terms of easement numbered 2 in the plan.

1. Full and free right leave liberty and licence for EnergyAustralia its successors and assigns its and their officers, servants, agents, workmen and contractors and all other persons authorised by it or them to act in its or their behalf:

- (a) to erect, construct, place, inspect, alter, repair, renew, maintain, use and remove on and from the Easement, underground electricity transmission conductors, wires and cables; and other ancillary works (excluding substations) for the transmission of electricity (the ownership of all of which works it is hereby acknowledged is vested in EnergyAustralia);
- (b) to cause or permit electricity to flow or to be transmitted through and along the said conductors, mains, wires, cables and ancillary works;
- (c) to enter and be in the lot burdened with or without vehicles and plant and equipment for the purposes of exercising any right, leave, liberty or licence granted hereunder;
- (d) to cut, trim or lop trees, branches and other growths or foliage which now or at any time hereafter may overhang, encroach or be in or on the Easement and which in the opinion of EnergyAustralia may be likely to interfere with any right, leave, liberty or licence granted hereunder;
- (e) for the purpose of gaining access to the Easement with or without vehicles and plant and equipment to enter, be upon traverse and depart from the lot burdened;

2. The owner of the lot burdened does hereby for itself and other owners from time to time of the lot burdened covenant with EnergyAustralia that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said conductors, mains, wires, cables supports and other ancillary works or interfere with the free flow of electric current within this easement AND that if any such damage or injury be done or interference be made the owner of the lot burdened will forthwith pay the costs to EnergyAustralia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current.

3. The owner of the lot burdened does hereby for itself and other owners from time to time of the lot burdened covenant with EnergyAustralia that it will not without the consent of EnergyAustralia alter or permit to be altered the existing ground levels of this Easement nor will it without the like consent erect or permit to be erected or placed any structure, object or equipment, above or below the site of this Easement.

4. For the purposes of these Terms of Easement numbered 2 in the Plan, "Easement" means that part of the lot burdened shown as the site of an easement for electricity purposes on any plan attached to any document referring to this instrument."

5. This Easement is intended to be an easement in gross under s88A of the Conveyancing Act 1919."



DP1078864

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(Sheet 4 of 10 sheets)

Plan:

Plan of subdivision of lot 4 DP226429

Name of person empowered to release, vary or modify restriction or positive covenant numbered 2 in the plan.

EnergyAustralia

Terms of easement numbered 3 in the plan.

1. For the purposes of this Instrument, the following words have the following meanings unless the contrary intention appears:

"Apparatus" means mains, pipes and other apparatus used for the conveyance, control, measurement and distribution of the Substances and for purposes incidental thereto.

"Easement Site" means that part of the Lot Burdened identified as being subject to the Easement in the Plan which accompanies this Instrument.

"AGL" means **AGL Gas Networks Limited ABN 87 003 004 322** and its successors and its officers, agents, employees and other persons authorised by it.

"Substances" means natural gas, artificial gas, liquid petroleum gas, oil and other hydrocarbons whether in a gaseous, liquid or solid state and any products or by-products thereof.

2. Full and free right and licence for AGL to construct Apparatus on the Easement Site (including above and below the surface) for the conveyance of Substances through, under and across the Easement Site and to use, examine, re-lay, alter, renew, maintain and remove such Apparatus TOGETHER WITH the following rights:
 - a) a right of support of the Apparatus;
 - b) to enter, pass and re-pass on the Lot Burdened with or without vehicles, to gain access to the Easement Site and to remain there for any reasonable time with or without workmen, materials and machinery;
 - c) to remove any obstructions which encroach onto the Easement Site or prevent reasonable access to the Easement Site;
 - d) to excavate the Lot Burdened within the Easement Site for the purposes of this easement.
3. In the exercise of its rights under this easement AGL shall take reasonable precautions to cause as little disturbance as possible to the surface of the Easement Site and upon completion of the work will restore the surface to its former condition as far as reasonably practicably but AGL shall not be obliged to restore or rebuild any building structure, roadway, pavement, pipeline cable or other improvement, erected upon, through or under the Easement Site.

J.G.

DP1078864

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(Sheet 5 of 10 sheets)

Plan:

Plan of subdivision of lot 4 DP226429

4. The proprietor of the Lot Burdened undertakes that no structure, pipeline, cable or other improvement will be erected upon, over or under the Lot Burdened within the Easement Site without the prior consent in writing of AGL AND that the proprietor has before the execution of this easement obtained any consents and approvals required from any other person or authority which holds an easement over the Lot Burdened.

Terms of easement numbered 4 in the plan.

A Right of Carriageway within the meaning of Part 1 of Schedule 8 of the Conveyancing Act, 1919.

Terms of easement numbered 5 in the plan.

1. An easement for water supply within the meaning of Part 12 of Schedule 8 of the Conveyancing Act 1919.

2. Subject to clause 3 below, any cost or payments arising from the continued upkeep, maintenance and good repairs will be the responsibility of the dominant and servient tenements according to the following percentage rates:

Lot 3 DP 76202	100% in regards to "J"
Lot 3 DP 76202	75% in regards to "JA"
Lot 1	25% in regards to "JA"

3. In the event that:
- (A) any of the dominant or servient tenements are subdivided; and/or
 - (B) the usage by each or any of the dominant or servient tenements varies from the proportions specified in clause 2 assessed over any period of 2 calendar months; and/or
 - (C) the future development and/or use of the dominant and/or servient tenements change so that the pipes and equipment in place for the purposes of this easement immediately prior to the future development and/or use require amplification, upgrade or repairs:
- then:
- (a) The owner of any of the dominant or servient tenements may issue a written notice to the other owners of an issue as to the amount of contribution to the continued upkeep, maintenance and good repairs payable by the dominant and servient tenements in light of the changed circumstances referred to in clause 3 ("the Issue Notice"). The Issue Notice must be given within a reasonable time of the party issuing the Issue Notice becoming aware of the issue.
 - (b) On receipt of an Issue Notice, the parties must endeavour in good faith to resolve the dispute expeditiously using the informal dispute resolution process provided for in these terms.
 - (c) If a dispute is not settled by negotiation between the parties within fourteen (14) days of one party first sending to the other parties the Issue Notice, or such other time as may be agreed to in writing by all the parties, the dispute shall be referred to an independent Valuer for resolution.

V.G.

DP1078864

(Sheet 6 of ¹¹~~10~~ sheets)
of subdivision of lot 4 DP226429

Plan:

- (d) The Valuer shall be instructed to:
 - (i) decide the dispute within the shortest practicable time; and
 - (ii) deliver a report stating the Valuer's opinion with respect to the matters in dispute, setting out the Valuer's decision.
- (e) The Valuer shall decide the procedure to be followed in order to resolve the dispute.
- (f) The owners of the dominant and servient tenements must promptly provide the Valuer with all information and assistance the Valuer reasonably requests for the purpose of resolving the dispute.
- (g) The Valuer will act as an independent expert, not as an arbitrator.
- (h) The Valuer's decision will be final and binding on all the owners of the dominant and servient tenements (except in the case of manifest error).
- (i) The costs of the Valuer shall be borne by each of the owners of the dominant and servient tenements equally unless the Valuer believes that one of the parties has acted unreasonably in which case the Valuer may specify a different contribution by the owners.
- (j) If the Valuer fails or refuses to provide a determination under this clause 3 within twenty-eight (28) days of being instructed, any of the owners may refer the dispute to the Institution of Engineers, Australia (Sydney Division) for selection of a further Valuer and the provisions of this clause 3 will apply.
- (k) For the purpose of this clause 3:
"Valuer" means an hydraulics engineer with experience in water and waste water piping systems appointed by the owners of the dominant and servient tenements in writing and failing agreement on that appointment within two (2) weeks after a written request by any owner then by appointment by the President (or equivalent) of the Institution of Engineers, Australia (Sydney Division) ("Institution") who is a member of the Institution and who has at least 5 years experience as an hydraulics engineer and is experienced in water and waste water systems."

Terms of easement numbered 6 in the plan.

1. An easement to drain sewage within the meaning of Part 4 of Schedule 8 of the Conveyancing Act 1919.
2. Subject to clause 3 below, any cost or payments arising from the continued upkeep, maintenance and good repairs will be the responsibility of the dominant and servient tenements according to the following percentage rates:

Lot 3 DP 76202	100% in regards to "K"
Lot 3 DP 76202	75% in regards to "KA"
Lot 1	25% in regards to "KA"
Lot 2	100% in regards to "KB"
Lot 3 DP76202	55% in regards to "KC"
Lot 1	18% in regards to "KC"
Lot 2	27% in regards to "KC"

J.G.

DP1078864

11
(Sheet 7 of 10 sheets)

Plan:

Plan of subdivision of lot 4 DP226429

3. In the event that:
- A. any of the dominant or servient tenements are subdivided; and/or
 - B. the usage by each or any of the dominant or servient tenements varies from the proportions specified in clause 2 assessed over any period of 2 calendar months; and/or
 - C. the future development and/or use of the dominant and/or servient tenements change so that the pipes and equipment in place for the purposes of this easement immediately prior to the future development and/or use require amplification, upgrade or repairs:
- then:
- (a) The owner of any of the dominant or servient tenements may issue a written notice to the other owners of an issue as to the amount of contribution to the continued upkeep, maintenance and good repairs payable by the dominant and servient tenements in light of the changed circumstances referred to in clause 3 ("the Issue Notice"). The Issue Notice must be given within a reasonable time of the party issuing the Issue Notice becoming aware of the issue.
 - (b) On receipt of an Issue Notice, the parties must endeavour in good faith to resolve the dispute expeditiously using the informal dispute resolution process provided for in these terms.
 - (c) If a dispute is not settled by negotiation between the parties within fourteen (14) days of one party first sending to the other parties the Issue Notice, or such other time as may be agreed to in writing by all the parties, the dispute shall be referred to an independent Valuer for resolution.
 - (d) The Valuer shall be instructed to:
 - (i) decide the dispute within the shortest practicable time; and
 - (ii) deliver a report stating the Valuer's opinion with respect to the matters in dispute, setting out the Valuer's decision.
 - (e) The Valuer shall decide the procedure to be followed in order to resolve the dispute.
 - (f) The owners of the dominant and servient tenements must promptly provide the Valuer with all information and assistance the Valuer reasonably requests for the purpose of resolving the dispute.
 - (g) The Valuer will act as an independent expert, not as an arbitrator.
 - (h) The Valuer's decision will be final and binding on all the owners of the dominant and servient tenements (except in the case of manifest error).
 - (i) The costs of the Valuer shall be borne by each of the owners of the dominant and servient tenements equally unless the Valuer believes that one of the parties has acted unreasonably in which case the Valuer may specify a different contribution by the owners.
 - (j) If the Valuer fails or refuses to provide a determination under this clause 3 within twenty-eight (28) days of being instructed, any of the owners may refer to the dispute to the Institution of Engineers, Australia (Sydney Division) for selection of a further Valuer and the provisions of this clause 3 will apply.

V.G.

DP1078864

(Sheet 8 of 11 sheets)

Plan:

Plan of subdivision of lot 4 DP226429

- (k) For the purpose of this clause 3:
"Valuer" means an hydraulics engineer with experience in water and waste water piping systems appointed by the owners of the dominant and servient tenements in writing and failing agreement on that appointment within two (2) weeks after a written request by any owner then by appointment by the President (or equivalent) of the Institution of Engineers, Australia (Sydney Division) ("Institution") who is a member of the Institution and who has at least 5 years experience as an hydraulics engineer and is experienced in water and waste water systems."

Terms of easement numbered 7 in the plan.

7.1 a) For Lot 2 a Right of Access in accordance with Part 14 of Schedule 8 of the Conveyancing Act 1919; and

b) For EnergyAustralia a Right of Access in accordance with Part 11 of Schedule 4A of the Conveyancing Act 1919.

7.2 The Right of Access in 7.1 (b) may only be released varied or modified by EnergyAustralia."

Terms of easement numbered 8 in the plan.

Easement for services within the meaning of Part 11 of Schedule 8 of the Conveyancing Act, 1919.

Terms of easement numbered 9 in the plan.

An easement for drainage of water within the meaning of Part 7 of Schedule 4A of the Conveyancing Act, 1919.

Terms of easement numbered 10 in the plan.

Easement for drainage of sewage within the meaning of Part 7 of Schedule 8 of the Conveyancing Act, 1919.

Terms of easement numbered 11 in the plan.

Easement for services within the meaning of Part 11 of Schedule 8 of the Conveyancing Act, 1919.

Terms of easement numbered 12 in the plan.

Easement for drainage of water within the meaning of Part 7 of Schedule 4A of the Conveyancing Act, 1919.

Terms of easement numbered 13 in the plan.

Easement to drain water within the meaning of Part 3 of Schedule 4A of the Conveyancing Act, 1919.

Terms of easement numbered 14 in the plan.

Easement for drainage of water within the meaning of Part 8 of Schedule 8 of the Conveyancing Act, 1919.

Terms of easement numbered 15 in the plan.

Easement to convey gas within the meaning of Part 11 of Schedule 8 of the Conveyancing Act, 1919.

DP1078864

(Sheet 9 of 11 sheets)

Plan: Plan of subdivision of lot 4 DP226429

Terms of positive covenant numbered 16 in the plan.

- 1.1 Subject to the provisions of clause 10.4 of the Agreement to Transfer the Allandale Aged Care Facility Cessnock between Hunter Area Health Service and Health Administration Corporation and Calvary Retirement Community Cessnock Limited and Little Company of Mary Health Care Limited made on or about 16 December 2002, the proprietor of the land hereby burdened ("the Proprietor") must at all times in respect of the land maintain accommodation for not less than 336 persons at least 296 of whom must be accommodated in aged care, or some other number agreed by the Hunter Area Health Service on the land burdened.
- 1.2 The Proprietor must arrange at its own risk and expense for the design and construction of a Hostel so that it is suitable for the accommodation of 80 low care residents and it complies with all relevant legislation, codes, standards and accreditation requirements and the Proprietor must use all reasonable endeavours to ensure that the first residents can assume occupation of the Hostel by 2 July 2005.
- 1.3 The Proprietor must not transfer, remove or relocate or seek to transfer, remove or relocate any bed places under the *Aged Care Act 1997* (Cth) transferred to it or any predecessor in title by the Health Administration Corporation away from the lot burdened without the prior consent in writing of the Minister for Health, New South Wales and Hunter Area Health Service which consent may be granted or withheld or granted subject to conditions in their respective sole, absolute and unfettered discretion.
- 1.4 Subject to the provisions of clause 11.2 of the Agreement to Transfer the Allandale Aged Care Facility Cessnock between Hunter Area Health Service and Health Administration Corporation and Calvary Retirement Community Cessnock Limited and Little Company of Mary Health Care Limited made on or about 16 December 2002, the Proprietor as a condition precedent to the transfer, disposal or granting of any security or interest in the lot burdened must procure from the party purchasing or acquiring the lot burdened or any part of it, or the party taking on security or any interest in the Land a Deed including terms and conditions satisfactory to the Authority benefited and including a covenant restricting any further transfer, disposal or grant of security or other interest in the lot burdened.

Name of person empowered to release, vary or modify restriction or positive covenant number 16 in the plan.

Hunter Area Health Service and Health Administration Corporation

Terms of restriction on the use of land numbered 17 in the plan.

The proprietor of the lot burdened must not construct, place, install or erect any building or structure within the area marked "Restriction on the use of land" on the above mentioned plan except for pathways and landscaping work.

Name of person empowered to release, vary or modify restriction or positive covenant number 17 in the plan.

Cessnock City Council

DP1078864

11
(Sheet 10 of 16 sheets)

Plan:

Plan of subdivision of lot 4 DP226429

Signed in my presence by

.....
who is personally known to me

B. Wilson

.....
Signature of Witness

Bryson Wilson

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

V. Barry

.....
Authorised Person for Cessnock City Council

Signed by me *Dennis Jenner* as
delegate of the Health Administration
Corporation, pursuant to Section 21 (1)
Health Administration Act, 1982 and I
hereby certify that I have no notice of the
revocation of such delegation.

[Signature]

.....
Proprietor

The COMMON SEAL of
AGL GAS NETWORKS LIMITED
(ABN 87 003 004 322) was
hereto affixed in the presence of



.....
Secretary Director

G. Mathias

.....
Director

SIGNED SEALED AND DELIVERED for
and on behalf of **ENERGY AUSTRALIA** by
GEOFFREY R LILLISS
its duly constituted Attorney pursuant to
Power of Attorney in the presence of:
BOOK 4312 No. 242

[Signature]

.....
Attorney

.....
Witness

S. W. O'CONNELL

.....
Name of Witness

145 Newcastle Rd. Wallsend

.....
Address

(Sheet 11 of 11)

Plan: **DP1078864**

Plan of subdivision of Lot 4 DP226429

Signed in my presence by

TERRY CLOUT
.....
who is personally known to me

Executed on behalf of Hunter New England Health
Service by its duly authorised officer

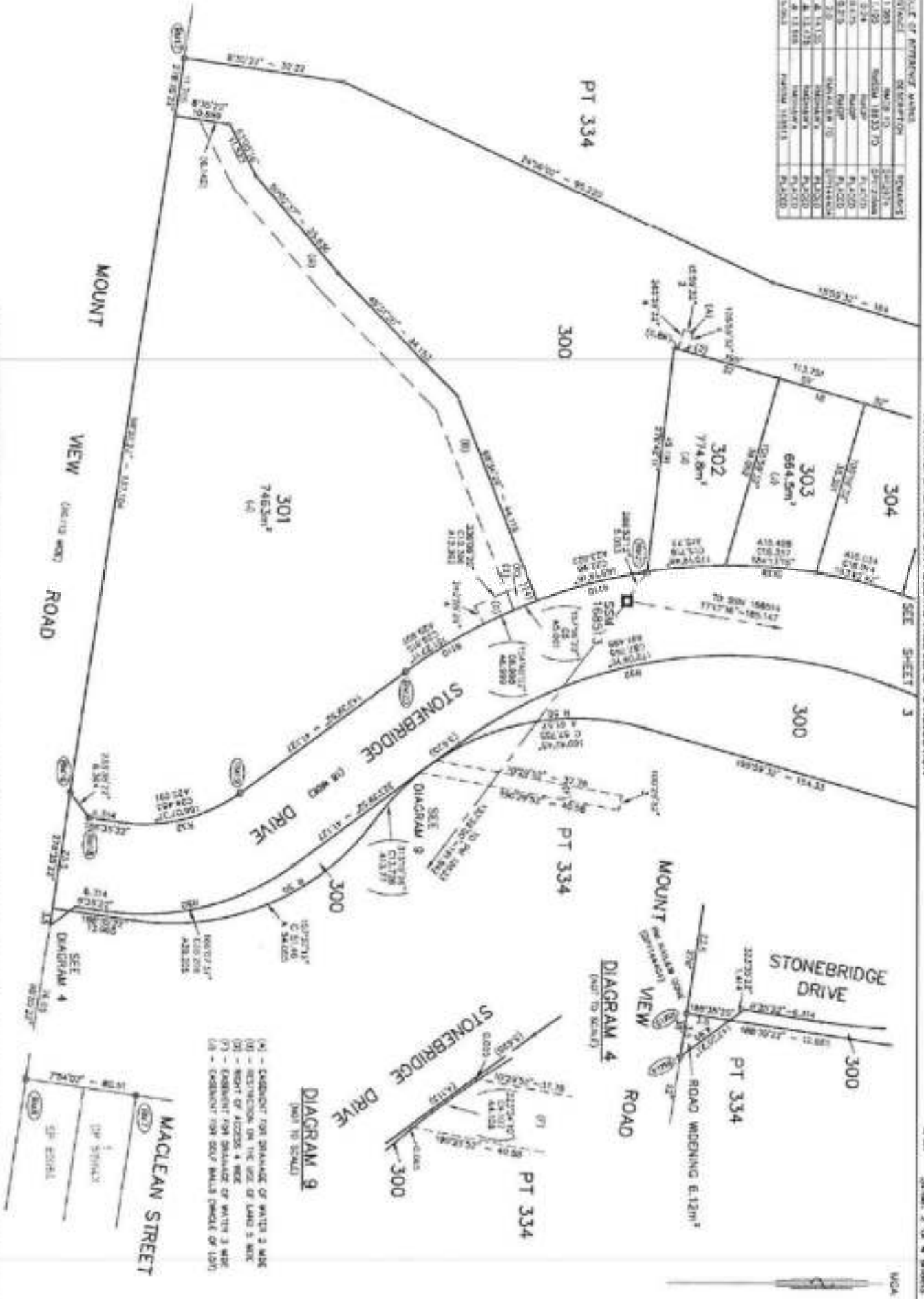
Stewart
.....
Signature of Witness

Terry Clout
.....

STEWART LEE MAN
.....
Name of Witness



LOT	SEALING	DATE	BY	REMARKS	STATUS
301	301/2018	15/02/2018	DAVID CHAG WALLACE	REVISION 1823 TO	REGISTERED
302	302/2018	15/02/2018	DAVID CHAG WALLACE	REVISION 1823 TO	REGISTERED
303	303/2018	15/02/2018	DAVID CHAG WALLACE	REVISION 1823 TO	REGISTERED
304	304/2018	15/02/2018	DAVID CHAG WALLACE	REVISION 1823 TO	REGISTERED



Surveyor: DAVID CHAG WALLACE
 Date of Survey: 21 JANUARY 2018
 Surveyor's No: 10202000
 Cont: 18012000.01

PLAN OF SUBDIVISION OF LOTS 181 & 182 DP 144404

Lot: 301/2018
 Loc: 301/2018
 Subdivision No: 1420101201
 Page 2 of 4 sheets

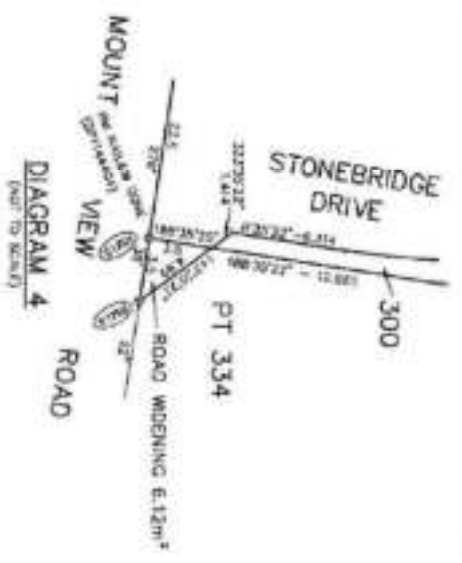
Registered:
 14/03/2012

DP1172036

- (M) - EASEMENT FOR SHARADE OF WATER 3 MTR
- (O) - RESTRICTION ON THE USE OF LAND 5 MTR
- (D) - RIGHT OF ACCESS 4 MTR
- (P) - EASEMENT FOR SHARADE OF WATER 3 MTR
- (L) - EASEMENT FOR SELF BUILT CHANGLE OF 1.5M

DIAGRAM 9
 (NOT TO SCALE)

DIAGRAM 4
 (NOT TO SCALE)



REF	REMARKS	DATE	BY	REVISION
1	ISSUED	27 FEB 2016
2
3
4
5

WARNING: CREAKING OR ROLLING WILL LEAD TO REJECTION



- 50 - EXHIBIT FOR ELECTRICITY AND OTHER PURPOSES 3.3 METER
- 51 - EXHIBIT FOR SHOWER OR WASH 3 METER
- 52 - EXHIBIT FOR COOL BEAMS (WALLS OR LOT)

Sample: DWD CIVIL PLANES Date of Survey: 21 JANUARY 2013 Surveyor: ... DWG: 1000000001.DWG	PLAN OF SUBDIVISION OF LOTS 181 & 182 DP 1144404 SHEET 2	LDR: CLEGG LDRY: CLEGG Submission No.: 14200101/20/1 Date of Submission: 27 FEB 2016	DP1172036
---	---	---	-----------

LOT	APPLICANT	DATE	REGISTERED
321	DAVID CHAD WALLACE	31 JANUARY 2012	55M 168015
322	DAVID CHAD WALLACE	31 JANUARY 2012	55M 168015
323	DAVID CHAD WALLACE	31 JANUARY 2012	55M 168015
324	DAVID CHAD WALLACE	31 JANUARY 2012	55M 168015
325	DAVID CHAD WALLACE	31 JANUARY 2012	55M 168015
326	DAVID CHAD WALLACE	31 JANUARY 2012	55M 168015
327	DAVID CHAD WALLACE	31 JANUARY 2012	55M 168015
328	DAVID CHAD WALLACE	31 JANUARY 2012	55M 168015
329	DAVID CHAD WALLACE	31 JANUARY 2012	55M 168015
330	DAVID CHAD WALLACE	31 JANUARY 2012	55M 168015
331	DAVID CHAD WALLACE	31 JANUARY 2012	55M 168015
332	DAVID CHAD WALLACE	31 JANUARY 2012	55M 168015
333	DAVID CHAD WALLACE	31 JANUARY 2012	55M 168015
334	DAVID CHAD WALLACE	31 JANUARY 2012	55M 168015



DIAGRAM 8
(PART TO SCALE)



DIAGRAM 7
(PART TO SCALE)

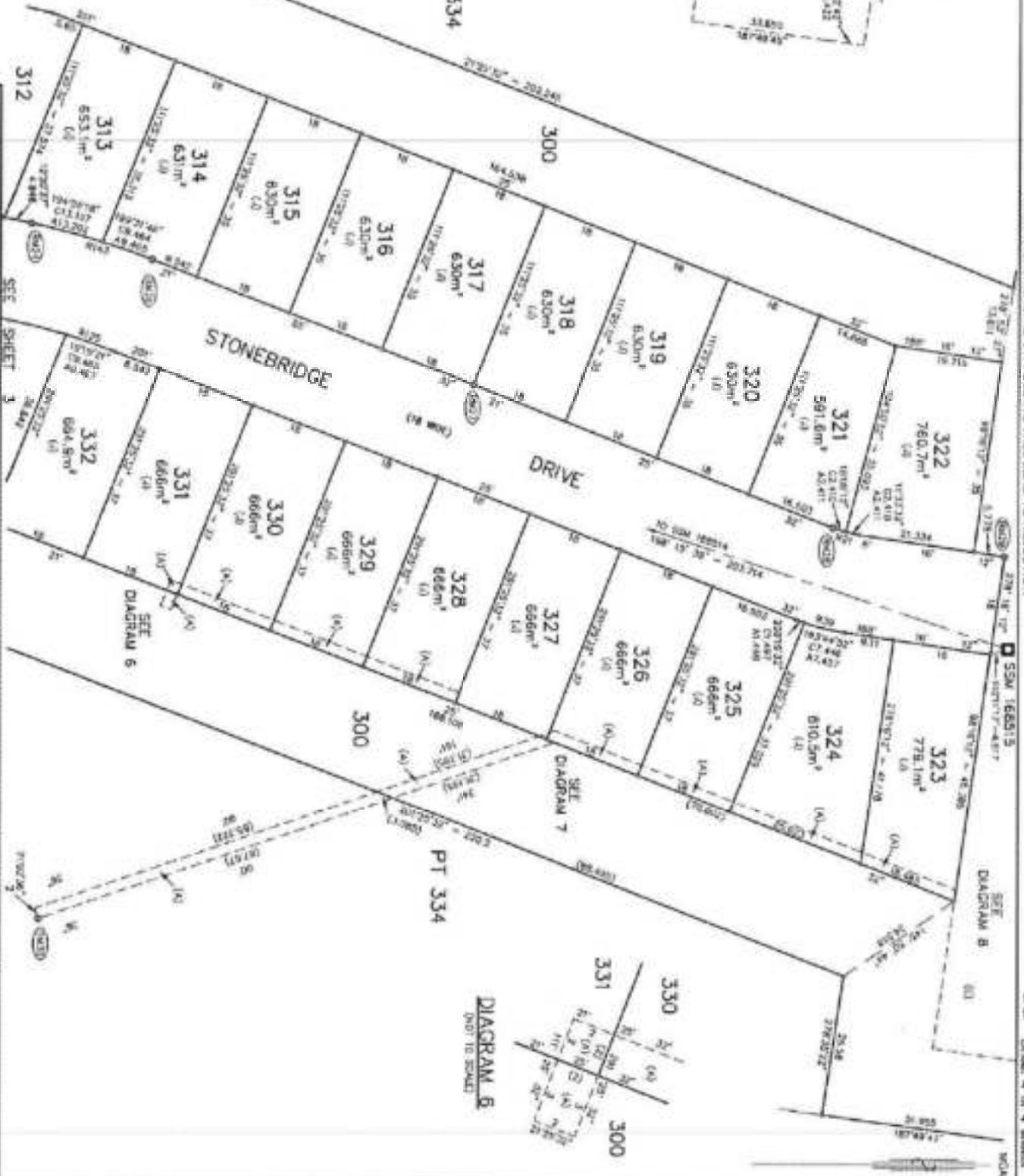


DIAGRAM 6
(PART TO SCALE)

NAME: DAVID CHAD WALLACE DATE OF ISSUE: 31 JANUARY 2012 SURVEYING No: 1000000 EMS: 0000000000	NAME OF SUBDIVISION OF LOTS: 181 & 182 DP 1144404 SHEET: 3	LHM: 00000000 LHM CLASS: 00000000 BUILDING No.: 14201012801 1999 sq metres Section Area: 300	Registered: 14.0.2012	DP1172036
--	---	--	--------------------------	-----------

- (1) - EASEMENT FOR DRAINAGE OF WATER 2 MET
- (2) - EASEMENT FOR EASEMENT FOR DRAINAGE OF WATER 2 MET
- (3) - EASEMENT FOR DRAINAGE OF WATER 2 MET
- (4) - EASEMENT FOR DRAINAGE OF WATER 2 MET

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves or create easements, restrictions on the use of land and positive covenants

Office Use Only

DP1172036

IT IS INTENDED TO DEDICATE STONEBRIDGE DRIVE AND THE ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED,

Registered:  14.6.2012

Office Use Only

Title System: TORRENS

Purpose: SUBDIVISION

IT IS INTENDED TO CREATE:

PLAN OF SUBDIVISION OF LOTS 181 & 182 DP 1144404

1. Easement for Drainage of Water 2 Wide
2. Restrictions on Use of Land 5 Wide
3. Restrictions on Use of Land
4. Positive Covenant
5. Easement for Golf Balls (Whole of Lot)
6. Easement for Electricity and Other Purposes 3.3 Wide
7. Right of Access 4 Wide
8. Easement for Drainage of Water 3 Wide

LGA: CESSNOCK

Locality: CESSNOCK

Parish: POKOLBIN

County: NORTHUMBERLAND

Survey Certificate

I, DAVID CRAIG WALLACE of MONTEATH & POWYS PTY LTD

a surveyor registered under the Surveying and Spatial Information Act 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation 2006 and was completed on: 31 January 2012

The survey relates to Lots 300 - 333 inclusive

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

Signature David Wallace Dated: 15.2.2012

Surveyor registered under the Surveying and Spatial Information Act 2002

Datum Line: 'X' - 'Y'

Type: Urban/Rural

Plans used in the preparation of survey/compilation

- DP12974 DP541793
- DP14029 DP553869
- DP109576 DP736192
- DP802297
- DP844843
- DP1121666
- DP1144404
- DP1163392

(If space is insufficient use PLAN FORM 6A annexure sheet)

If space is insufficient use PLAN FORM 6A annexure sheet

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify

(Authorised Officer)

that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:

Date:

File Number:

Office:

Subdivision Certificate

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

the proposed SUBDIVISION set out herein

(insert 'subdivision' or 'new road')

R/C
* Authorised Person* General Manager* Accredited Certifier

Consent Authority: CESSNOCK CITY COUNCIL

Date of Endorsement: 11 MAY 2012

Accreditation no:

Subdivision Certificate no: 4/2010/136/1

File no: 8/2010/136/1

* Strike through inapplicable parts.

Surveyor's Reference: 10-003DPA

DP1172036

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOTS 181 & 182
DP 1144404

DP1172036

Registered:  14.6.2012


Subdivision Certificate No: 14/2010/136/1

Date of Endorsement: 11 MAY 2012

Executed by Cessnock Golf Club Limited ACN 000 021 885 in accordance with section 127 of the Corporations Act 2001 (Cth) by:



Signature of Director



Signature of Director/Secretary

ROBERT DUNN

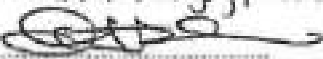
Print Name of Director

PETER BURKE

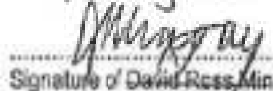
Print name of Director/Secretary

Signed, sealed and delivered by David Ross Mingay in the presence of by his attorney

Jonathan David Mingay pursuant to registered power of attorney Book 4503 No. 886



Signature of Witness



Signature of David Ross Mingay

Jonathan David Mingay

6 CHESTER PLACE

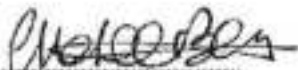
MORPETH. 2321

Address of Witness

DARREN BORTON

Print Name of Witness

Executed for and on behalf of AUSGRID by Katherine Margaret Guntton its duly constituted Attorney pursuant to Power of Attorney registered Book 4528 No. 401 in the presence of:



Signature of Witness



Signature of Attorney

MICHELLE LOUISE BOWER

Print Name of Witness

570 George Street,
Sydney NSW 200

Address of Witness

SURVEYOR'S REFERENCE: 10-003DPA

DP1172036

* OFFICE USE ONLY

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

Sheet 1 of 7 sheets

Lengths are in metres
 Plan:

DP1172036

Subdivision of Lots 181 & 182 D.P. 1144404
 covered By Subdivision Certificate No. 14/2010/136/1
 Dated: 11 May 2012

Full name and address
 of proprietor of Land:

Cessnock Golf Club Limited
 49A Lindsay Street
 CESSNOCK NSW 2325

Full name and address
 of Mortgagee of the Land

David Ross Mingay
 PO Box 299
 WALLSEND NSW 2287

Part 1 (Creation)

Number of Item shown in the intention panel on the plan	Identity of easement, profit a 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 2 Wide	300	302, 323, 324, 325, 326, 327, 328, 329, 330
		323	That part of benefited lot 300 designated (E) on the plan
		324	323, that part of benefited lot 300 designated (E) on the plan
		325	323, 324, that part of benefited lot 300 designated (E) on the plan
		326	323, 324, 325, that part of benefited lot 300 designated (E) on the plan
		327	323, 324, 325, 326, that part of benefited lot 300 designated (E) on the plan
		328	327
		329	327, 328

DP1172036

Lengths are in metres

Plan:

DP1172036

Subdivision of Lots 181 & 182 D.P. 1144404

covered By Subdivision Certificate No. 14/2010/136/1

Dated: 11 May 2012

		330	327, 328, 329
		331	327, 328, 329, 330
		334	That part of benefited lot 300 designated (E) on the plan, 323, 324, 325, 326, 327
2	Restrictions on Use of Land 5 Wide	301	Cessnock City Council
3	Restrictions on Use of Land	Each lot except 300 & 334	Every other lot except 300 & 334
4	Positive Covenant	334	Cessnock City Council
5	Easement for Golf Balls (Whole of Lot)	300-333 inclusive	334
6	Easement for Electricity and Other Purposes 3.3 Wide	300	Ausgrid A.B.N. 67 505 337 385
7	Right of Access 4 Wide	301	300
8	Easement for Drainage of Water 3 Wide	300 & 334	Cessnock City Council

Part 2 (Terms)

1. Terms of Restrictions on the Use of Land 5 Wide numbered 2 in the plan.

The owner of the burdened lot must not use the easement site other than in accordance with the RPS Harper Somers O'Sullivan assessment (Report) dated 4 June 2010 to protect and maintain the riparian corridor identified in the Report.

2. Terms of Restrictions on the Use of Land numbered 3 in the plan.

2.1 Building

- (a) No main buildings shall be erected or permitted to remain erected on any lot burdened, having a total internal floor area of less than 120 square metres exclusive of car accommodation, external landings and patios.

Lengths are in metres

Plan:

DP1172036

Subdivision of Lots 181 & 182 D.P. 1144404

covered By Subdivision Certificate No. 14/2010/136/1

Dated: 11 May 2012

- (b) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
- (c) No noxious, noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (d) 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.
- (e) Not more than two residences shall be erected or permitted to remain erected on any corner lot provided:
 - (1) the two residences are attached by a common party wall;
 - (2) each residence has access from a different public road.
- (f) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened no motor truck, lorry or semi-trailer with a load capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened.
- (g) 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, reconstructed on or permitted to remain on, or used for residential purposes on any lot burdened.
- (h) No building shall be constructed on any lot burdened incorporating second hand materials in the external structure.
- (i) No rubbish disposal containers are permitted to be stored or positioned in front of the house building line except on the days allocated by the local authority for collection of rubbish.

2.2 Car accommodation

- (a) No car accommodation is to be erected or permitted to remain erected on any lot burdened other than a garage to accommodate not less than 2 motor vehicles side by side incorporated under the main roof of the house and enclosed by a roller door or a sectional door.
- (b) No carport is to be erected or permitted to remain erected on any lot burdened.

2.3 Driveways

- (a) No driveways will be constructed on any lot burdened having a finished surface other than asphalt, pavers, exposed aggregate or concrete with stamped or stencilled finishes.
- (b) No driveway is to be constructed on any lot burdened having a finished surface of standard broom finished concrete.

2.4 Fencing

- (a) No fence will be erected or permitted to remain erected on any lot burdened to divide it from any adjoining land owned by Cessnock Golf Club Limited without the prior written consent of

DP1172036

Lengths are in metres

Plan:

DP1172036

Subdivision of Lots 181 & 182 D.P. 1144404
covered By Subdivision Certificate No. 14/2010/135/1
Dated: 11 May 2012

Cessnock Golf Club Limited but such consent will not be withheld if the fence is erected without expense to Cessnock Golf Club Limited.

- (b) No fence is to be constructed forward of the front building line unless such fencing consist of brick, rendered brick or limestone piers and in-filled with timber or wrought iron.
- (c) No gates are to be constructed unless such gates are constructed of materials which are complimentary to the fencing forward of the front building line.

2.5 Outbuildings

- (a) Except on lots which have a frontage to two streets no outbuilding is to be erected or permitted to remain erected on any lot burdened forward of the house building line on the lot.
- (b) No outbuilding will be erected or permitted to remain erected on any lot burdened constructed of galvanised iron or flat fibre cement.

2.6 Landscaping

- (a) No landscaping at the frontage of any lot burdened is to remain or be left incomplete for a period of more than 3 months after the date of issue of an occupation certificate for the dwelling constructed on the lot burdened.

3. Terms of Positive Covenant numbered 4 in the plan.

The owner of the lot burdened must at all times maintain the lot burdened in accordance with the vegetation management plan job reference 23601 dated 15 December 2009 prepared by RPS Harper Somers O'Sullivan.

4. Terms of Easement numbered 5 in the plan.

- (a) The owner of the lot benefited or any part of it and any person authorised by the owner and engaged in playing golf on the lot benefited may cause or permit golf ball/s to pass over or upon the lot burdened including any building erected on the lot burdened without committing a trespass or nuisance to the owner of the lot burdened.
- (b) The owner of the lot burdened releases the owner of the lot benefited and any person authorised by the owner from any claim for loss or damage to persons or property caused by golf ball/s from the lot benefited coming onto the lot burdened.

5. Name of Authority empowered to release, vary or modify Easement, Restrictions and positive covenants numbered 1, 2, 4 and 8 in the plan.

Cessnock City Council.

ePlan

Sheet 5 of 7 sheets

Lengths are in metres

Plan:

DP1172036

Subdivision of Lots 181 & 182 D.P. 1144404

covered By Subdivision Certificate No. 14/2010/136/1

Dated: 11 May 2012

6. Name of person empowered to release, vary or modify the Restrictions on the use of Land numbered 3 in the plan.

Cessnock City Council.

7. Terms of Easement numbered 6 in the plan.

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

Name of Authority empowered to release, vary or modify Easement numbered 6 in the Plan:

Ausgrid

A.B.N. 67 505 337 385

DP1172036

ePlan

Sheet 6 of 7 sheets

Lengths are in metres

Plan:

DP1172036

Subdivision of Lots 181 & 182 D.P. 1144404

covered By Subdivision Certificate No. 14/2010/136/1

Dated: 11/5/2012

Executed by Cessnock Golf)
Club Limited ACN 000 021 885)
in accordance with section 127 of the)
Corporations Act 2001 (Cth) by:)

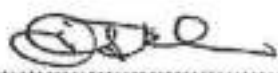

.....
Signature of Director


.....
Signature of Director/Secretary

ROBERT DUNN
.....
Print Name of Director

PETER BURKE
.....
Print name of Director/Secretary

Signed, sealed and delivered by David)
Ross Mingay by his attorney Jonathon David)
Mingay pursuant to power of attorney registered)
Book 4503 No.:886)


.....
Signature of Witness


.....
Signature of Jonathon David Mingay

DARREN ROBSON
.....
Print Name of Witness

6 CHESTER LAKE,
MORPETH, 2321.
.....
Address of Witness

DP1172036

ePlan

Sheet 7 of 7 sheets

Lengths are in metres
Plan:

DP1172036

Subdivision of Lots 181 & 182 D.P. 1144404
covered By Subdivision Certificate No. 14/2010/136/1
Dated: 11/5/2012

Executed for and on behalf of)
AUSGRID by Katherine Margaret)
Gunton its duly constituted Attorney)
pursuant to Power of Attorney)
registered Book 4528 No. 401 in the)
presence of:)

Michelle Bower

Signature of Witness

K. St

Signature of Attorney

MICHELLE LOUISE BOWER

Print Name of Witness

570 George Street,
Sydney NSW 200

Address of Witness

Executed on behalf of **CESSNOCK CITY COUNCIL** by:

Tracy Samantha Sharp

Signature of Witness

R/L

Authorised Officer's Name
RICHARD IAN FORBES

TRACY SAMANTHA SHARP

Print Name of Witness

TEAM LEADER DEVELOPMENT SERVICES.
Authority of Officer

**CESSNOCK CITY COUNCIL
VINCENT STREET
CESSNOCK**

Address of Witness

DP1172036

REGISTERED  14.6.2012



PLANNING CERTIFICATE

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

Hulin Chadwick Lawyers
PO Box 295, Maitland

Applicants Reference
Pasture Perfection (S) 24/63

NSW 2320

CERTIFICATE DETAILS

Certificate Number:	690
Date of Certificate:	18/03/2024

PROPERTY DETAILS

Address:	17 Birkdale Boulevard CESSNOCK NSW 2325
Title:	LOT: 432 DP: 1172037
Parcel No.:	509362

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)
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



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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\(SPx\)zones _ 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](#)

[Draft Planning Proposal _ Cessnock City Council Various Administrative Amendments 2021 _ Public exhibition 30-11-2022 - 18-01-2022](#)



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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 _ 12/01/2021 _ 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

(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



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(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,

Schedule 1 Additional Permitted Use

5 Use of certain land at Mount View Road, Cessnock

(1) This clause applies to land being Lot 181, DP 1144404 at Mount View Road, Cessnock, known as The Stonebridge Golf Club and identified on the Additional Permitted Uses Map.

(2) Development for the purpose of multi dwelling housing is permitted with development consent.

Schedule 1 Additional Permitted Uses

6 Use of certain land at Mount View Road, Cessnock

(1) This clause applies to land being Lot 182, DP 1144404 at Mount View Road, Cessnock, known as The Stonebridge Golf Club and identified on the Additional Permitted Uses Map.

(2) Development for the purpose of hotel or motel accommodation is permitted with development consent.

(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



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- (e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:
The land is not land that includes or comprises biodiversity conservation under the Biodiversity Conservation Act 2016.
- (f) whether the land is in a conservation area, however described,
The land is not a conservation area under the Cessnock Local Environmental Plan 2011.
- (g) whether an item of environmental heritage, however described, is located on the land.
An item of environmental heritage identified in Cessnock Local Environmental Plan 2011 is not situated on the land.

3. Contributions plans

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

Cessnock City Wide Local Infrastructure Contributions Plan 2020.

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.



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- 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*.

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



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

5. Exempt Development

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

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.



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

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.



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6. Affected building notices and building product rectification orders

- (1) Whether the Council is aware that –
- (a) an affected building notice is in force in relation to the land, or
 - (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or
 - (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.
- (2) In this section –
affected building notice has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4.
building Product Rectification Order has the same meaning as in the *Building Products (Safety) Act 2017*.

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

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

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

7. Land reserved for acquisition

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

No

8. Road widening and road realignment

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

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



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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

(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



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No

Acid Sulphate Soils

No

Contamination

Cessnock City Council _ Contaminated Land Policy _ Land Use Planning

Note:

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

Aircraft Noise

No

Salinity

No

Coastal Hazards

No

Sea Level Rise

No

Any Other Risk (other than flooding)

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.



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12. Loose-fill asbestos insulation

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

No

13. Mine subsidence

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

No

14. Paper subdivision information

(1) The name of a development plan adopted by a relevant authority that –

- (a) applies to the land, or
- (b) is proposed to be subject to a ballot.

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

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

There is no subdivision order that applies to the land

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

15. Property vegetation plans

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



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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.

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



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

- (1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate –
- (a) the period for which the certificate is current, and
 - (b) that a copy may be obtained from the Department.
- There is not a valid current or former site compatibility verification certificate for affordable rental housing on the land.
- (2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, clause 21(1) or 40(1).

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*.

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

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

Peter Chrystal
Director Planning and Environment



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 667

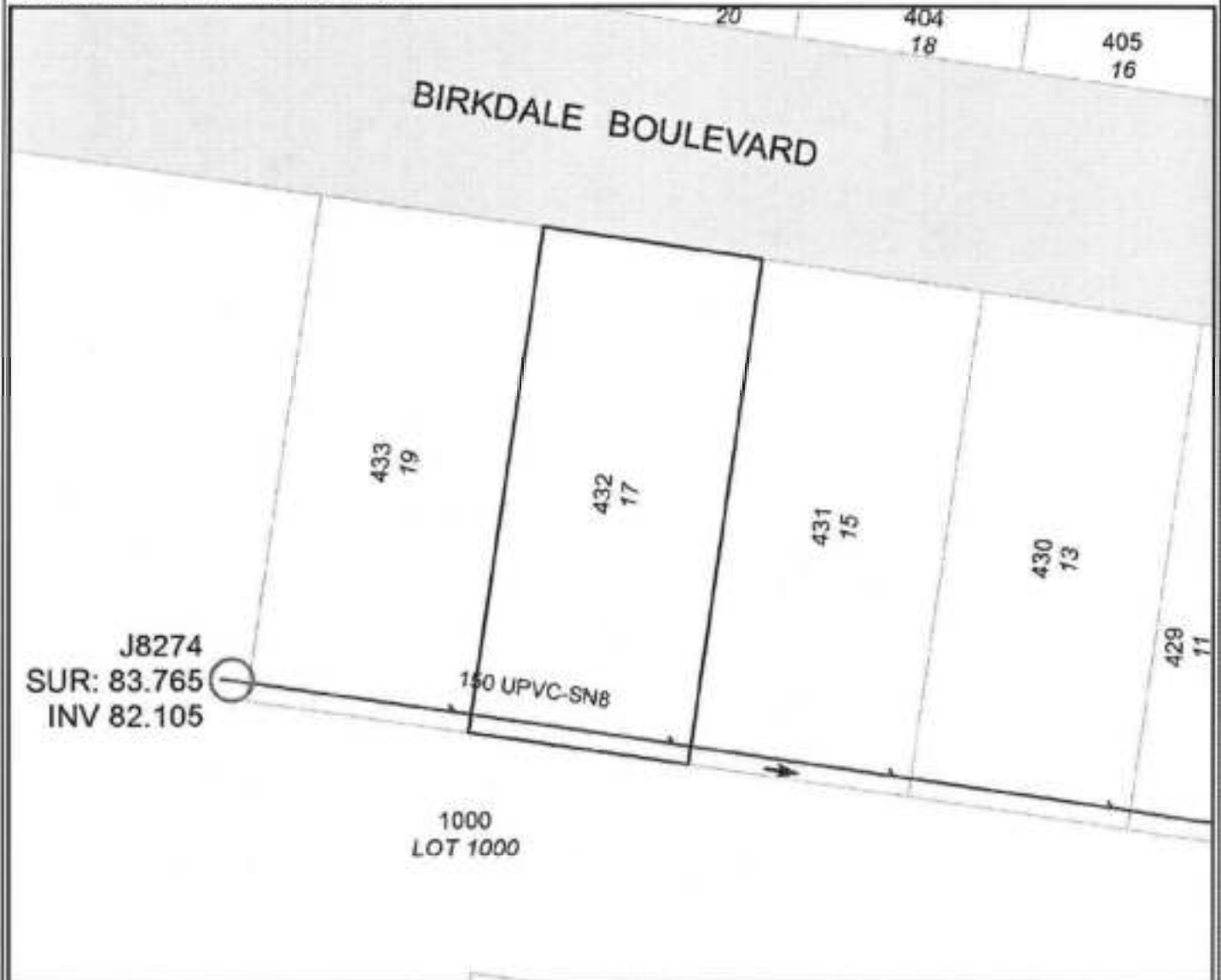
APPLICANT'S DETAILS



InfoTrack
17 BIRKDALE
CESSNOCK NSW

APPLICATION NO.: 1642426
APPLICANT REF: M 2022/3609
RATEABLE PREMISE NO.: 0921561542

PROPERTY ADDRESS: 17 BIRKDALE BVD CESSNOCK 2325
LOT/SECTION/DP.SP: 432//DP 1172037



SEWER POSITION APPROXIMATE ONLY.
SUBJECT PROPERTY SOLD.
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 657 667, FOR MORE INFORMATION.

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

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

Date: 22/02/2022

Scale at A4: 1:500

CADASTRAL DATA © LPI OF NSW
CONTOUR DATA © AAMHd&I
© Department of Planning

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



OCCUPATION CERTIFICATE

Environmental Planning & Assessment Act 1979, as amended

APPROVED

Complying Development No. 2013-1653	Issued On: 28 November 2013
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Applicant	Andrew & Deborah Steele c/- Hudson Homes PO Box W246 PARRAMATTA NSW 2150
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Land	Lot 432 DP1172037 17 Birkdale Boulevard CESSNOCK
Development	Single Storey Dwelling
BCA Class	1a
Type of Certificate	Final
Portion of Building	Single Storey Dwelling

Statement:-

- The health and safety of the occupants of the building have been taken into consideration where an Interim Occupation Certificate is issued.
- A current Development Consent or Complying Development Certificate is in force for the building.
- If any building work has been carried out, a current Construction Certificate has been issued with respect to the plans and specifications for the building.
- The building is suitable for occupation or use in accordance with its classification under the Building Codes of Australia.
- Where applicable, a Fire Safety Certificate has been issued for the building and a report from the Fire Commissioner has been considered.

THIS CERTIFICATE ISSUED BY:

Lauren Piper - Accreditation Number: BPB1514

On behalf of AcroCert Pty Ltd - ABC 5

Accreditation Body: Building Professionals Board

Signature:

Certificate Issued On:

10 June 2014