

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	eXp Realty (Trading Name), eXp Australia Pty Ltd	Phone: 1300 397 777 Ref: David Cowan - 0422 707 333
vendor	CPG Display Homes Pty Limited ACN 163 110 861 21 Solent Circuit, Norwest, NSW 2153	
vendor's solicitor	Self Acting c/- Campbell Property Group Pty Ltd 21 Solent Circuit, Norwest NSW 2153 PO Box 7105, Norwest NSW 2153	Phone: 02 8850 9045 Email: kspain@clarendon.com.au Ref: KS:13268
date for completion	See clause 33	
land (address, plan details and title reference)	Lot 5114 (32) Settlers Boulevard, Chisholm, New South Wales 2322 Registered Plan: Lot 5114 Plan DP 1246095 Folio Identifier 5114/1246095	
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: as attached	
A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.		
inclusions	☐ air conditioning ☐ clothes line ☐ fixed floor coverings ☐ range hood ☐ blinds ☐ curtains ☐ insect screens ☐ solar panels ☐ built-in wardrobes ☐ dishwasher ☐ light fittings ☐ stove ☐ ceiling fans ☐ EV charger ☐ pool equipment ☐ TV antenna ☒ other: see Annexure A	
exclusions		
purchaser	Keerthi Janaka De Silva and Dineshi Udara Fernando 25 Grasstree Avenue, Woongarah, NSW 2259	
purchaser's solicitor	East St Conveyancing Pty Ltd 13 Hanson Close, East Maitland, NSW 2323	Phone: 0423 569 574 Email: toni@eaststconveyancing.com.au Ref: Toni Walsh
price	\$1,035,000.00	
deposit	\$103,500.00	(10% of the price, unless otherwise stated)
balance	\$931,500.00	
contract date	4 June 2025 (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: _____

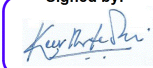
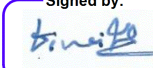
GST AMOUNT (optional) The price includes GST.

buyer's agent

deposit ☐ INVESTED ☒ not invested

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
Signed by Vendor Vendor	Signed by Signed by:  640EDDBD2B1A4A5... Purchaser Signed by:  539777AC46AD4AB... Purchaser
VENDOR (COMPANY)	PURCHASER (COMPANY)
EXECUTED for and on behalf of CPG Display Homes Pty Limited ACN 163 110 861 by its attorney under power of attorney Book 4801 No 208: Signature of attorney Name of attorney	EXECUTED for and on behalf of in accordance with s127(1) of the Corporations Act 2001 Signature of director / secretary Name director / secretary Signature of director / secretary Name director / secretary

ChoicesVendor agrees to accept a **deposit-bond**☐ NO ☒ yes**Nominated Electronic Lodgment Network (ELN)** (clause 4)

PEXA

Manual transaction (clause 30)☒ NO ☐ yes

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

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

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an **GSTRW payment**☒ NO ☐ yes (if yes, vendor must provide details)

(GST residential withholding payment)

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) – detailsFrequently 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. **CPG Display Homes Pty Limited**

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 ☒ 1 property certificate for the land ☒ 2 plan of the land ☐ 3 unregistered plan of the land ☐ 4 plan of land to be subdivided ☐ 5 document that is to be lodged with a relevant plan ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 ☒ 7 additional information included in that certificate under section 10.7(5) ☒ 8 sewerage infrastructure location diagram (service location diagram) ☒ 9 sewer lines location diagram (sewerage service diagram) ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract ☐ 11 <i>planning agreement</i> ☐ 12 section 88G certificate (positive covenant) ☐ 13 survey report ☐ 14 building information certificate or building certificate given under <i>legislation</i> ☐ 15 occupation certificate ☐ 16 lease (with every relevant memorandum or variation) ☐ 17 other document relevant to tenancies ☐ 18 licence benefiting the land ☐ 19 old system document ☐ 20 Crown purchase statement of account ☐ 21 building management statement ☐ 22 form of requisitions ☒ 23 <i>clearance certificate</i> ☒ 24 land tax certificate Home Building Act 1989 ☒ 25 insurance certificate ☐ 26 brochure or warning ☐ 27 evidence of alternative indemnity cover Swimming Pools Act 1992 ☐ 28 certificate of compliance ☐ 29 evidence of registration ☐ 30 relevant occupation certificate ☐ 31 certificate of non-compliance ☐ 32 detailed reasons of non-compliance	Strata or community title (clause 23 of the contract) ☐ 33 property certificate for strata common property ☐ 34 plan creating strata common property ☐ 35 strata by-laws ☐ 36 strata development contract or statement ☐ 37 strata management statement ☐ 38 strata renewal proposal ☐ 39 strata renewal plan ☐ 40 leasehold strata - lease of lot and common property ☐ 41 property certificate for neighbourhood property ☐ 42 plan creating neighbourhood property ☐ 43 neighbourhood development contract ☐ 44 neighbourhood management statement ☐ 45 property certificate for precinct property ☐ 46 plan creating precinct property ☐ 47 precinct development contract ☐ 48 precinct management statement ☐ 49 property certificate for community property ☐ 50 plan creating community property ☐ 51 community development contract ☐ 52 community management statement ☐ 53 document disclosing a change of by-laws ☐ 54 document disclosing a change in a development or management contract or statement ☐ 55 document disclosing a change in boundaries ☐ 56 information certificate under Strata Schemes Management Act 2015 ☐ 57 information certificate under Community Land Management Act 2021 ☐ 58 disclosure statement - off the plan contract ☐ 59 other document relevant to the off the plan contract Other ☒ 60 requisitions on title and replies
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HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

Cooling-off certificate

vendor means: **CPG Display Homes Pty Limited ACN 163 110 861**

purchaser means: Keerthi Janaka De Silva & Dineshi Udara Fernando

property means: Lot 5114 (32) Settlers Boulevard, Chisholm, New South Wales 2322

I certify as follows:

1. I am a ☐ solicitor
☐ barrister
☐ licensed conveyancer
under s66W of the *conveyancing Act NSW 1919* (**Authorised Practitioner**).
2. I am currently admitted to practise in New South Wales.
3. I am giving this certificate in accordance with Section 66W of the *Conveyancing Act NSW 1919* with reference to a contract for sale of the property to be made between the vendor and the purchaser in order that there is no cooling off period in relation to that contract.
4. I do not act for the vendor and I am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.
5. I have explained to the purchaser:
 - a. the effect of the contract;
 - b. the nature of this certificate; and
 - c. the effect of giving this certificate to the vendor.

Dated: _____

Signature of Authorised Practitioner _____

Name of Authorised Practitioner _____

Address of Authorised Practitioner _____

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

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

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

Lot 5114 (32) Settlers Boulevard Chisholm NSW 2322

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

33 DEFINITIONS

In this contract, unless otherwise indicated by the context:

Authority means any government, local government, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity, including the NSW LRS and local council.

Builder means Clarendon Homes (NSW) Pty Limited ACN 003 892 706.

Completion Date is defined in clause 36.1.

Deposit Guarantee is defined in clause 48.2.2.

Deposit Guarantor means the issuer of the Deposit Guarantee.

Design Guidelines means the design guidelines (if any) attached to this contract.

Developer AVID Residential Estates Pty Ltd.

Development Activities means any work intended to be carried out by the vendor on the Development Site including:

- (a) the subdivision of the land forming the Development Site in stages;
- (b) any form of demolition work, building work and work ancillary to or associated with building work or installation of infrastructure including services in the Development Site;
- (c) any form of landscaping work or work ancillary to or associated with landscaping work on the Development Site; and
- (d) any form of work which is considered necessary or desirable by the vendor.

Development Site means all land including land near or adjoining the property being developed by the vendor or the Developer on which the vendor or the Developer and their contractors are undertaking or intend to undertake Development Activities.

Guarantee means the deed of guarantee and indemnity attached to this contract.

Guaranteed Money means all amounts which at any time for any reason or circumstance are payable, are owing but not currently payable, are contingently owing or remain unpaid (or which are reasonably foreseeable as likely, after that time, to fall within any of those categories), by the purchaser to the vendor in connection with this contract or any transaction contemplated by it, whether at law, in equity, under statute or otherwise.

Guaranteed Obligations means all express or implied obligations of the purchaser to the vendor in connection with this contract or any transaction contemplated by it.

Guarantors means all the directors of the purchaser.

NSW LRS means the NSW Land Registry Services.

Occupation Certificate means an Occupation certificate issued by a certifying authority certifying that the dwelling constructed on the Premises is suitable for residential occupation.

Personal Information means all personal information (as defined in the Privacy Act) relating to the purchaser, including all personal information set out in this contract and otherwise collected by the vendor whether prior or after the date of this contract.

Privacy Act means the Privacy Act 1988 (Cth) and any regulations, ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instrument made or issued under that Act, as amended from time to time.

34 INCONSISTENCY

To the extent that the provisions of these additional clauses are inconsistent with the printed form contract then these additional clauses will prevail.

34.1 Terms defined in printed form contract

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

34.2 Interpretation

In this document:

- 34.2.1 a reference to this or other document includes the document as varied or replaced regardless of any change in the identity of the parties;
- 34.2.2 a reference to a clause, schedule, appendix or annexure is a reference to a clause, schedule, appendix or annexure in or to this document all of which are deemed part of this document;
- 34.2.3 a reference to writing includes all modes of representing or reproducing words in a legible, permanent and visible form;
- 34.2.4 a reference to '\$' or 'dollars' is a reference to Australian dollars;
- 34.2.5 headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this document;
- 34.2.6 where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning; and
- 34.2.7 where the expression **including** or **includes** is used it means 'including but not limited to' or 'including without limitation'.

35 STANDARD FORM CONTRACT

35.1 Amendments to standard form contract

The following printed clauses are amended as follows:

- 35.1.1 ~~clause 1: deposit holder: replace the definition with "Ray White MacArthur Group";~~

35.1.2 **clause 1:** insert the following additional definition:

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

35.1.3 **clause 1: settlement cheque:** delete the second bullet point;

35.1.4 **clause 2.9:**

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

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

35.1.5 **clause 3:** delete the clause;

35.1.6 **clause 4.8:** insert the following at the beginning of the clause:

The purchaser cannot nominate an alternative transferee, assign or otherwise transfer the benefit of this contract without the prior written consent of the vendor.';

35.1.7 **clause 5.1:** insert the words 'and they are the only form of *requisitions* the purchaser may make and clause 5.2.1 is taken to be deleted' at the end of the clause;

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

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

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

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

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

35.1.13 **clause 12:** insert the following at the end of the clause:

'In this clause *certificate* does not include a building certificate under any legislation. The purchaser must not apply for a building certificate under any legislation without the prior written consent of the vendor.';

35.1.14 **clause 14.4.2:** delete the clause;

35.1.15 **clause 14.8:** delete the clause;

35.1.16 **clause 16:** insert the following additional clause:

'16.1A Where the *property* includes personal property subject to a security interest:

(i) in this clause *personal property*, *secured party* and *security interest* have the same meanings as in the *Personal Property Securities Act 2009 (Cth) (PPS Act)*;

- (ii) to pass legal title free of that interest, it is sufficient for the vendor to provide on completion a release in the standard form of the secured party or in the form published by the Australian Bankers Association; and
- (iii) no release is required where the personal property has a market value of not more than \$5,000 (or such greater amount prescribed under regulations to the *PPS Act*) and it is to be used for personal, domestic or household purposes (except if it is described by a serial number in the Personal Property Securities Register).

The purchaser warrants that the inclusions are to be used for domestic purposes.’;

35.1.17 **clause 16.4:** replace ‘If’ with ‘If at least 7 days before the date for completion’;

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

‘19.3 Despite clause 19.2.3, the purchaser’s only remedy for a breach of warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2022 (as amended)* is the remedy prescribed by that regulation.’;

35.1.19 **clause 20.6.4:** insert the words ‘provided however that such documents served by post will be deemed received by the other party 2 business days after the date the document is sent by post’ at the end of the clause;

35.1.20 **clause 20.7.2:** insert the words ‘and in the case of the vendor the actual cost’ at the end of the clause;

35.1.21 **clause 20:** insert the following additional clause:

‘20.18 In this contract, unless the context requires otherwise:

20.18.1 *in writing* includes any communication sent by letter, facsimile transmission or email; and

20.18.2 *including* and similar expressions are not words of limitation.’;

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

35.1.23 **clause 23.6.1:** is replaced with the words ‘and is not a special levy payable by instalments then the vendor is liable for it if it is payable prior to the contract date and otherwise it is payable by the purchaser’;

35.1.24 **clause 23.9.3:** delete the words ‘or before completion’;

35.1.25 **clause 23.17.2:** delete the clause;

35.1.26 **clause 24.4.3:** delete the words ‘at least 2 business days before’ and replace with ‘on’ in the first bullet point;

35.1.27 **clauses 28 and 29:** delete the clauses;

35.1.28 **clause 30.7:** delete all words from ‘but’ to the end of the clause;

35.1.29 **clause 30.11:** delete the clause;

36 COMPLETION AND NOTICE TO COMPLETE

36.1 Completion Date

The date for completion is date that is the later of:

- (a) 56 days from the contract date; and
- (b) 14 days from service of the Occupation Certificate.

36.2 Issue of notice to complete

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

- 36.2.1 at any time serve a notice requiring completion on a specified date (being not less than 14 days after the date of service of that notice); and
- 36.2.2 specify a time of day between 11am and 4pm as the time for completion.

36.3 Reasonable period

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

36.4 Preservation of rights

- 35.4.1 The party serving a notice to complete reserves the right to withdraw the notice; and
- 35.4.2 issue further notices to complete.

36.5 Vendors cost notice to complete

If the vendor serves a notice to complete on the purchaser, the purchaser must pay to the vendor on completion, the sum of \$250 being the vendor's cost of issuing such notice. Payment of this amount is an essential term of this contract.

37 DELAY INTEREST

37.1 Payment of interest

If completion does not occur on or before the date for completion, the purchaser must pay to the vendor on completion interest calculated daily and compounded on the last day of each calendar month:

- 37.1.1 at the rate of 10% per annum; and
 - 37.1.2 on the balance of the purchase price payable under this contract,
- in respect of the period commencing on the day following the date for completion and ending on completion.

37.2 Delay by vendor

Clause 37.1 does not apply in respect of any period during which completion has been delayed solely due to the fault of the vendor.

37.3 Essential term

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

38 REAL ESTATE AGENT

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

39 INSOLVENCY, DEATH OR INCAPACITY OF PURCHASER**39.1 Insolvency of purchaser**

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

- 39.1.1 resolve to enter into liquidation or provisional liquidation;
- 39.1.2 have a summons presented for its winding-up;
- 39.1.3 enter into any scheme of arrangement with its creditors under Part 5.1 of the *Corporations Act 2001 (Cth)*; or
- 39.1.4 have any liquidator, provisional liquidator, receiver, receiver and manager, controller or administrator appointed in respect of the purchaser or any of its assets,

then, without in any manner negating, limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this clause not been included, the vendor may terminate this contract by serving a notice and the provisions of clause 9 will apply.

39.2 Death or incapacity of a purchaser

If the purchaser is an individual, should the purchaser (or any one of them if there be more than one purchaser) prior to completion die or become mentally incapable, then without in any manner negating, limiting or restricting the rights or remedies which would have been available to the vendor at law or in equity had this clause not been included, the vendor may terminate this contract by serving a notice on the solicitor of the party who has died or become mentally incapable and the provisions of clause 19 will apply.

40 REQUISITIONS ON TITLE

40.1 The purchaser may only make requisitions in the form attached to the contract. The purchaser is deemed to have made the requisitions and the vendor is deemed to have made the replies to the requisitions attached to this contract. Nothing in this clause prevents the vendor from amending the replies prior to completion.

40.2 The purchaser cannot take any restricted action in respect of any reply to the requisitions.

41 RATES AND LAND TAX

41.1 Vendor's obligations

The vendor must, on or before completion pay:

- 41.1.1 any assessment for council rates; and
- 41.1.2 any assessment for water and sewerage rates,

issued before completion for any land which includes the property either in full or to the extent necessary to free the property from any charge for payment of rates.

41.2 No requirement to remove charges

The vendor:

- 41.2.1 is not obliged to remove any charge on the property for any rate, tax or outgoing until completion of this contract is effected;
- 41.2.2 is not to be taken to be unable, unready or unwilling to complete this contract because of the existence of any charge on the property for any rate, tax or outgoing; and
- 41.2.3 may serve a notice to complete on the purchaser despite that at the time the notice is *served* or at any time after that time there is a charge on the property for any rate, tax or outgoing.

41.3 Land Tax

- 41.3.1 For the purposes of this clause **Land Tax Year** means the period commencing 1 January in a year and ending on 31 December of the same year.
- 41.3.2 If as a result of the purchaser's breach or an extension requested by the purchaser, completion of this contract takes place on a date that is after 31 December immediately following the original date for completion then:
 - (a) the purchaser's breach or extension will result in an increase in the vendor's land tax assessment for the Land Tax year following the original date for completion as a result of the property continuing to be included in the vendor's total landholdings in the state of New South Wales; and
 - (b) the additional land tax that the vendor will incur in accordance with this clause is a reasonably foreseeable loss or cost incurred by the vendor as a direct result of the purchaser's breach or extension in respect of which the vendor is entitled to compensation or reimbursement from the purchaser.
- 41.3.3 If this clause applies then on completion of the contract, in addition to the balance of the purchase price and any other money payable to the vendor under this contract, the purchaser must pay to the vendor as compensation or reimbursement on account of the additional land tax being incurred by the vendor, an amount equal to 2% of:
 - (a) the taxable value of the property (as defined in the *Land Tax Management Act 1956 (NSW)*) for each relevant Land Tax Year; or

- (b) if there is no separate unimproved value for the property for any Land Tax Year, the amount reasonably determined by the vendor as the estimated taxable value for the relevant Land Tax Year (being an amount no greater than the price).

41.3.4 If the additional land tax payable by the vendor under clause 41.3.2 is less than the amount paid by the purchaser under clause 41.3.3, the vendor must refund the difference to the purchaser within 28 days of the vendor receiving notice of assessment of land tax payable for the property.

42 PURCHASER'S REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

42.1 Representations

The purchaser represents and warrants that:

- 42.1.1 no representations or warranties have been made by the vendor, the Builder, the vendor's agent or persons on behalf of the vendor or the Builder about the subject matter of this contract (including representations or warranties about the nature or the fitness or suitability for any purpose of the property or about any financial return or income to be derived from the property) except those representations and warranties set out in this contract;
- 42.1.2 the purchaser has relied entirely on its own independent investigations and enquiries about the property in entering into this contract;
- 42.1.3 the purchaser has obtained appropriate independent advice on and is satisfied about:
 - (a) the purchaser's obligations and rights under this contract; and
 - (b) the nature of the property and the purposes for which the property may be lawfully used.

42.2 Acknowledgements

The purchaser acknowledges that the vendor has entered into this contract on the basis that the representations and warranties contained in clause 42.1 are true and not misleading.

43 SALE FACILITIES AND SIGNS

43.1 Sales and Leasing

Both before and after completion and until the vendor, the Builder or any related entity of the Vendor or Builder, (or the Developer if applicable) completes the sale of all lots at the Development Site, the vendor and the Developer and persons authorised by the vendor or Developer may:

- 43.1.1 conduct selling and leasing activities in and about the Development Site (but not the property) including by way of display home(s);
- 43.1.2 place in and about the Development Site (but not the property) signs in connection with those selling and leasing activities;
- 43.1.3 place in and about the Development Site (but not the property) signs, advertisements, boards, plates, signals, illuminations, banners and insignia in relation to the Development Site or the Development Activities; and

- 43.1.4 place in and about the Development Site (but not the property) offices and other facilities for sales people (including display home(s)).

43.2 Display Village

- 43.2.1 The purchaser acknowledges and accepts that the property is within the vicinity of the Waterford County display village operated by the Developer and the property adjoins operating display homes.
- 43.2.2 The purchaser acknowledges and accepts that the Waterford County display village is open to the general public and the Developer and display builders will be conducting selling & leasing activities including placement of signage, operation of sales offices with sales staff and operation of a car park 7 days a week.
- 43.2.3 The purchaser cannot take any restricted action in respect to any matter resulting from any provisions of this clause 43.2.

43.3 Disruption Incidentals

- 43.3.1 The purchaser acknowledges that the Development Activities may result in:
- (a) noise, dust, vibration and disturbance to the property;
 - (b) temporary obstruction or interference with services to the property; and
 - (c) construction traffic in and around the Development Site,
- (Disruption Incidentals).**
- 43.3.2 The purchaser cannot take any restricted action in respect of any matter resulting from any Disruption Incidentals.

44 DIVIDING FENCE

- 44.1 The vendor is not required to contribute to the cost of building, repairing or replacing any dividing fence between the property and any adjoining land. The purchaser waives any right to claim any contribution from the vendor or take any restricted action in relation to this clause 44.
- 44.2 If this Contract contains a schedule of inclusions listing fencing as an inclusion clause 44.1 will not apply.
- 44.3 This clause 44 does not merge on completion

45 DWELLING

- 45.1 For the purposes of this clause:

Dwelling means the residential building constructed on the property.

Inclusions means the listed items attached to this contract as Attachment A.

Scope of Works means the scope of works attached to this contract as Attachment B.

45.2 Condition

- 45.2.1 The purchaser acknowledges and accepts:

- (a) The Dwelling was built and used by the Builder for the purposes of exhibiting its housing product to the public 'Display Home'. During its use as a Display Home, the Dwelling has been subject to deterioration and wear and tear consistent with its use.
- (b) The Dwelling is not a new dwelling and will not be restored to an 'as new' condition.
- (c) The vendor will not be removing hooks, hardware or brackets used to hang artwork from any wall following the removal of furniture and artwork.

45.2.2 The purchaser has carried out its own inspection and satisfied itself in respect to the condition and state of repair of the property, the Dwelling and the Inclusions.

45.2.3 Subject to the provisions of clause 45, the purchaser accepts the property, the Dwelling and the Inclusions in the current state of repair and condition (and if applicable, operational status) as at the contract date.

45.2.4 No warranty, warranty period, maintenance and/or guarantee or other assurance is provided to or available to the purchaser at any time for the property, the Dwelling and the Inclusions.

45.3 Scope of Works

45.3.1 The vendor shall ensure that the Builder completes the works set out in the Scope of Works in a good and workmanlike manner prior to completion.

45.3.2 The purchaser acknowledges that no works other than the works set out in the Scope of Works will be carried out by the vendor or the Builder.

46 OCCUPATION CERTIFICATE

46.1 The parties acknowledge that completion of this contract is conditional on the vendor ensuring the Builder obtains an Occupation Certificate within 6 months from the date of this contract.

46.2 If the Occupation Certificate has not been served on the purchaser within 6 months of the date this contract then either party can elect to rescind this contract and the provisions of clause 19 shall apply.

47 FOREIGN INVESTMENT REVIEW BOARD

47.1 The purchaser warrants that it is not a "foreign person", foreign resident or a non-resident of Australia or is otherwise required to obtain approval or an indication of non-objection under the Foreign Acquisitions and Takeovers Act 1975 (Cth) or any real estate policy guidelines of the Commonwealth Government and or the approval or certification of the Treasurer under the Foreign Acquisitions and Takeovers Regulations to enter into this contract.

47.2 The purchaser further acknowledges that if the warranty in clause 47.1 is untrue in any respect, the purchaser hereby indemnifies the vendor against any loss which the vendor may suffer as a result of the vendor having relied on the warranty.

48 DEPOSIT GUARANTEE AND TAX FILE NUMBER

48.1 Tax file number

If this contract says that the deposit is to be invested, the purchaser must provide its tax file number to the deposit holder within 10 business days of the date of this contract. If the purchaser does not inform the deposit holder of its tax file number, tax may be deducted from any interest earned on the deposit, payable to the purchaser, at the top marginal rate.

48.2 Deposit Guarantee

48.2.1 The purchaser may give the vendor a bank guarantee or deposit bond in accordance with clause 48.2.2 instead of the deposit.

48.2.2 The deposit guarantee must:

- (a) be in a form acceptable to the vendor;
- (b) be:
 - (i) a bank guarantee or deposit bond issued by a bank authorised under a law of the Commonwealth or a state or territory to carry on banking business; or
 - (ii) a deposit bond issued by an Australian insurance company,
 in each case with at least a Standard & Poor's A + rating;
- (c) be for an amount equal to the deposit; and
- (d) have an expiry date no earlier than 8 months from the contract date,

(Deposit Guarantee).

48.2.3 On completion the purchaser must pay the amount of the deposit to the as directed by the vendor.

48.2.4 If at any time the vendor is entitled to recover the deposit it may claim the Deposit Guarantee. To the extent that any part of the deposit is not paid by the Deposit Guarantor under the Deposit Guarantee the purchaser must immediately pay the outstanding amount of the deposit to the vendor on demand.

~~48.2.5 If the Sunset Date is extended under the provisions of this contract then the purchaser must within 21 days after being notified of the extended date provide the vendor with a substitute Deposit Guarantee in identical terms and conditions to the Deposit Guarantee except that the expiry date must be no earlier than 6 months after the extended Sunset Date.~~

48.2.6 The purchaser's obligations under this clause 48.2 are an essential term of the contract and failure to comply with these obligations will entitle the vendor to terminate the contract by written notice to the purchaser.

49 PRIVACY ACT

49.1 The purchaser consents to:

49.1.1 the collection of Personal Information; the use and disclosure by the vendor of Personal Information for the purposes of enabling the vendor to comply with its obligations under, associated with and arising in connection with this contract, including any obligations to any third parties, such as the financiers of the vendor.

49.1.2 the disclosure to, and use by, third party contractors and service providers engaged by the vendor of the Personal Information for the purpose of:

- (a) enabling the vendor to comply with and fulfil its obligations under or arising under or in connection with this contract; and
- (b) procuring the provision to the purchaser of products and services contemplated by this contract; and
- (c) the use and disclosure by the vendor of Personal Information for the purposes of enabling the vendor to enforce its rights under this contract.

49.1.3 disclosure of Personal Information to, and use by, owners of land adjoining the property to assist such adjoining owners to comply with their obligations for development, fencing or other work that such adjoining owners may require to undertake.

49.1.4 disclosure of Personal Information in other circumstances where the vendor or its related entity is legally entitled, obliged or required to do so, including any disclosure which is permitted or authorised under the Privacy Act.

49.2 The purchaser acknowledges that:

49.2.1 the Personal Information is held by the vendor subject to the requirements of the Privacy Act and accordingly the purchaser may request access to Personal Information at any time; and

49.2.2 the purchaser may request that Personal Information be corrected and should do so by contacting the vendor's privacy officer.

50 DIRECTOR'S GUARANTEES

50.1 Where the purchaser is a corporation (other than a corporation listed on the Australian Stock Exchange), the purchaser must deliver to the vendor by the contract date, the Guarantee signed by the Guarantors.

50.2 If the purchaser fails to deliver the Guarantee as required under clause 50.1 the vendor may terminate this contract by serving notice on the purchaser and the provisions of clause 9 will apply.

51 GENERAL PROVISIONS AND INTERPRETATION

51.1 Waiver and Exercise of Rights

51.1.1 A single or partial exercise or waiver of a right relating to this contract does not prevent any other exercise of that right or the exercise of any other right.

51.1.2 No party will be liable for any loss or expenses incurred by another party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

51.2 **Severance**

51.2.1 If a provision in this contract is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.

51.2.2 If it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this contract.

51.3 **No assignment**

The purchaser cannot assign or otherwise transfer the benefit of this contract without the prior written consent of the vendor.

51.4 **Amendment**

This contract may only be varied or replaced by a document duly executed by the parties.

51.5 **Legal expenses and duty**

51.5.1 Each party must pay its own legal costs and expenses in relation to the negotiation, preparation and completion of this contract and other documents referred to in it, unless expressly stated otherwise.

51.5.2 The purchaser must pay all duty (including all interest, fines and penalties except those arising from the default of another party) in respect of this contract and any transactions contemplated under this contract or otherwise arising out of, or incidental to, this contract.

51.6 **Rule of construction**

In the interpretation of this contract, no rule of construction applies to the disadvantage of the party preparing the contract on the basis that it prepared or put forward this contract or any part of it.

51.7 **Consents and approvals**

Where anything depends on the consent or approval of a party, then, unless this contract provides otherwise, that consent or approval may be given conditionally or unconditionally or withheld, in the absolute discretion of that party.

51.8 **No merger**

The provisions of this contract will not merge on completion of any transaction contemplated in this contract and, to the extent any provision has not been fulfilled, will remain in force.

51.9 **Annexures**

The vendor does not warrant the accuracy or completeness of any document annexed to this contract.

51.10 **Exercise of certain rights to rescind**

If a right to rescind given by this contract is not exercised within the period specified for its exercise it may not be exercised unless agreed by the parties.

51.11 **Legislation**

In this contract, a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them.

Schedule of Annexures

1. Guarantee and indemnity
2. Title documents
3. Section 10.7(2) & (5) (*Environmental Planning and Assessment Act 1979*)
4. Drainage diagram
5. Form of requisitions & replies
6. Land tax clearance certificate
7. Foreign Residential Capital Gains Withholding Certificate
8. Insurance
9. Attachments A & B

Guarantee and Indemnity

1. Consideration

The Guarantor gives this guarantee and indemnity in consideration of the vendor agreeing to enter into the contract. The Guarantor acknowledges valuable consideration received from the vendor for the Guarantor incurring obligations and giving rights under this guarantee and indemnity (including the agreement of the vendor to enter into the contract).

2. Guarantee

The Guarantor unconditionally and irrevocably guarantees to the vendor payment of the Guaranteed Money and the due and punctual performance by the purchaser of the Guaranteed Obligations.

3. Payment

If the purchaser does not pay the Guaranteed Money on time and in accordance with the terms of the contract, then the Guarantor agrees to pay the Guaranteed Money to the vendor on demand from the vendor (whether or not demand has been made on the purchaser). A demand may be made at any time and from time to time.

4. Performance of Obligations

If the purchaser does not duly and punctually perform the Guaranteed Obligations in accordance with the terms of the document under which they are to be performed then the Guarantor agrees to perform the Guaranteed Obligations on demand from the vendor (whether or not demand has been made on the purchaser). A demand may be made at any time and from time to time.

5. Indemnity

As a separate undertaking, the Guarantor indemnifies the vendor against all liability or loss arising from, and any costs, charges or expenses incurred in connection with:

- (a) the Guaranteed Money not being recoverable from the Guarantor or from the purchaser; and
- (b) the Guaranteed Obligations not being duly and punctually performed because of any circumstance whatsoever.

6. Waiver of rights

This guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity and to all the Guaranteed Obligations. The Guarantor waives any right it has of first requiring the vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the purchaser or any other person before claiming from the Guarantor under this guarantee and indemnity.

7. Rights not affected

The liabilities of the Guarantor under this guarantee and indemnity as a guarantor, indemnifier or principal debtor and the rights of the vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including one or more of the following:

- (a) the vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the purchaser;
- (b) acquiescence, delay, acts, omissions or mistakes on the part of the vendor; or
- (c) any variation or novation of a right of the vendor, or alteration of the contract or a document, in respect of the purchaser.

8. Prohibitions

As long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid or the Guaranteed Obligations or any of them remain unperformed, the Guarantor may not, without the consent of the vendor:

- (a) make a claim or enforce a right (including a mortgage, charge or other encumbrance) against the purchaser or its property; or
- (b) prove in competition with the vendor if a liquidator, provisional liquidator, official manager or trustee in bankruptcy is appointed in respect of the purchaser or the purchaser is otherwise unable to pay its debts when they fall due.

9. Warranty

The Guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.

10. Binding clause

The deed constituted binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable. This clause binds the guarantor and the executors, administrators and assigns of the guarantor.

EXECUTED as a Deed.

SIGNED by

Witness

Guarantor

Name of Witness

Name of Guarantor

Witness

Guarantor

Name of Witness

Name of Guarantor



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 5114/1246095

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
13/2/2025	11:39 AM	6	24/1/2024

LAND

LOT 5114 IN DEPOSITED PLAN 1246095
AT CHISHOLM
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF ALNWICK COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1246095

FIRST SCHEDULE

CPG DISPLAY HOMES PTY LIMITED (CN AT783783)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1246095 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 DP1246095 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 4 DP1246095 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 5 DP1246095 EASEMENT FOR FOOTINGS AND SUPPORT OF RETAINING WALL
0.9 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 6 DP1246095 RESTRICTION(S) ON THE USE OF LAND
- 7 AT783782 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP
LIMITED

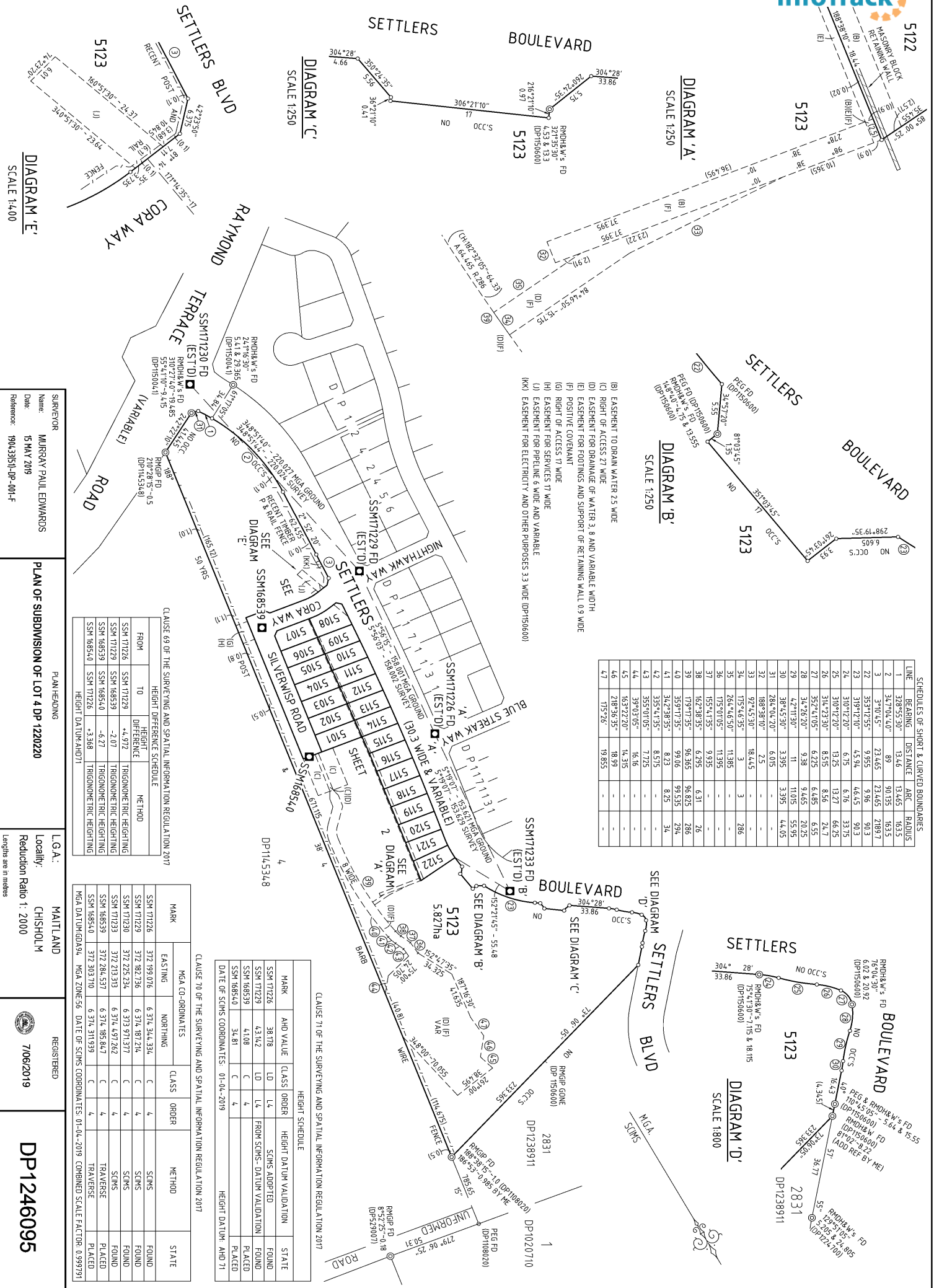
NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

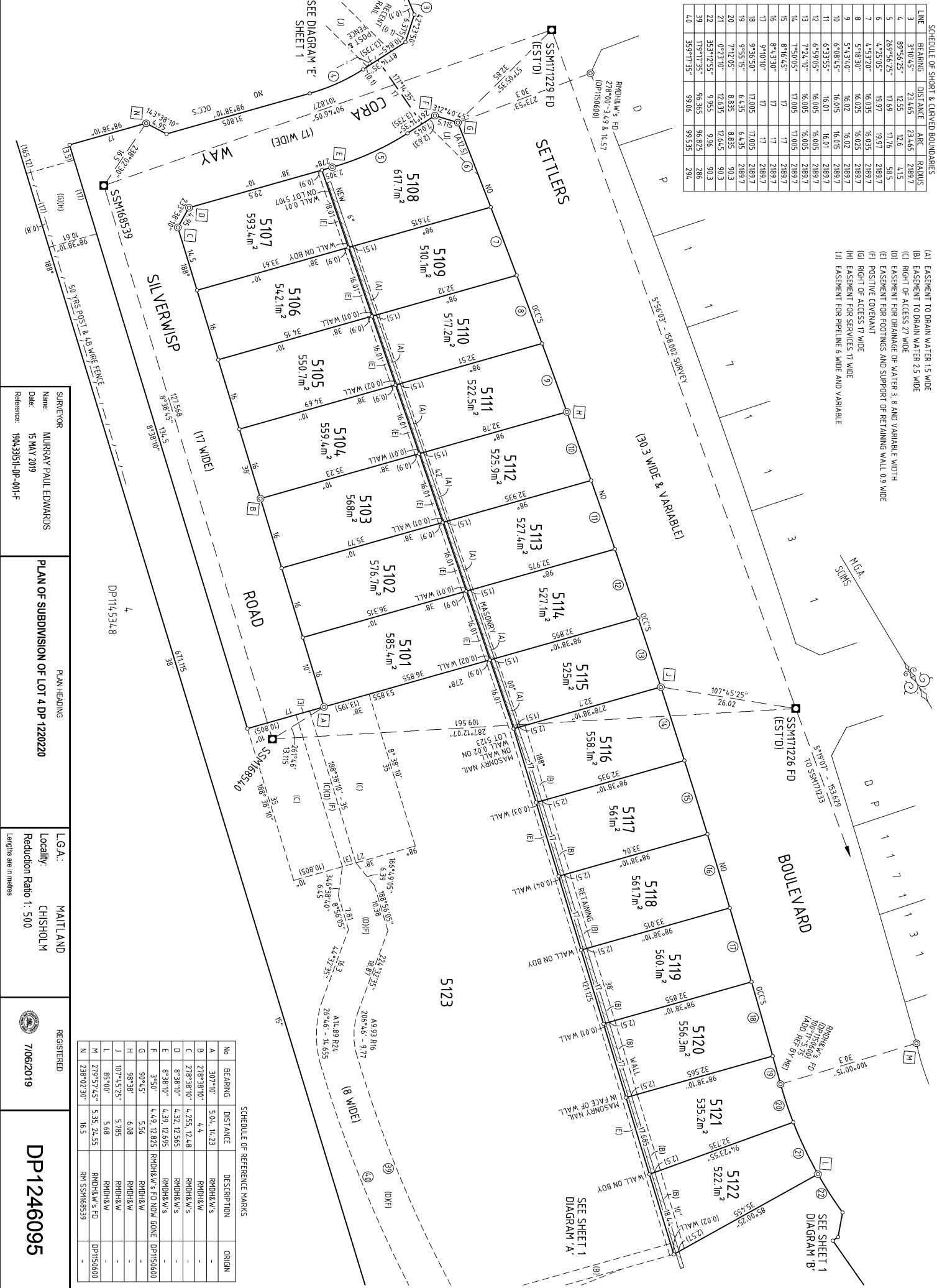
13013...

PRINTED ON 13/2/2025



SCHEDULE OF SHORT & CURVED BOUNDARIES			
LINE	BEARING	DISTANCE	ARC RADIUS
3	3°10'45"	23.665	23.665
4	89°56'25"	12.55	12.6
5	269°56'25"	17.69	17.6
6	4°25'05"	19.97	19.97
7	4°53'20"	16.035	16.035
8	5°18'30"	16.025	16.025
9	5°43'40"	16.02	16.02
10	6°08'45"	16.015	16.015
11	6°33'55"	16.01	16.01
12	6°59'05"	16.005	16.005
13	7°24'10"	16.005	16.005
14	7°50'05"	17.005	17.005
15	8°16'45"	17	17
16	8°43'30"	17	17
17	9°10'10"	17	17
18	9°36'50"	17.005	17.005
19	9°55'15"	6.435	6.435
20	7°12'05"	8.835	8.835
21	0°23'10"	12.635	12.635
22	353°47'55"	9.955	9.96
39	179°17'35"	96.365	96.825
40	359°17'35"	99.06	99.535
			294

- (A) EASEMENT TO DRAIN WATER 15 WIDE
(B) EASEMENT TO DRAIN WATER 25 WIDE
(C) RIGHT OF ACCESS 27 WIDE
(D) EASEMENT FOR FOOTINGS AND SUPPORT OF RETAINING WALL 0.9 WIDE
(E) EASEMENT FOR FOOTINGS AND SUPPORT OF RETAINING WALL 0.9 WIDE
(F) POSITIVE COVENANT
(G) RIGHT OF ACCESS 17 WIDE
(H) EASEMENT FOR SERVICES 17 WIDE
(I) EASEMENT FOR PIPELINE 6 WIDE AND VARIABLE



SURVEYOR
Name: MURRAY PAUL EDWARDS
Date: 15 MAY 2019
Reference: 19043351-DP-001-F

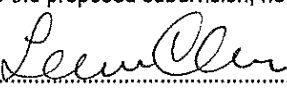
PLAN OF SUBDIVISION OF LOT 4 DP 1220220

L.G.A.: CHISHOLM
Locality: CHISHOLM
Reduction Ratio 1: 500
Lengths are in metres



REGISTERED
7/06/2019
DP1246095

No	BEARING	DISTANCE	DESCRIPTION	ORIGIN
A	307°10'	5.04, 14.23	RNDH&W's	-
B	278°38'10"	4.4	RNDH&W's	-
C	278°38'10"	4.255, 12.48	RNDH&W's	-
D	8°38'10"	4.32, 12.565	RNDH&W's	-
E	8°38'10"	4.39, 12.695	RNDH&W's	-
F	3°50'	4.49, 12.825	RNDH&W's FD NOW GONE	DP155660
G	90°45'	5.56	RNDH&W	-
H	98°38'	6.08	RNDH&W	-
J	107°45'25"	5.785	RNDH&W	-
L	85°10'	5.68	RNDH&W	-
M	279°57'45"	5.35, 24.55	RNDH&W's FD	DP155660
N	238°02'30"	16.5	RNDH&W's FD	-

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		SHEET 1 OF 4 SHEET(S)	
Registered:  7/06/2019 Title System: TORRENS			Office Use Only DP1246095		
PLAN OF SUBDIVISION OF LOT 4 DP 1220220			LGA: MAITLAND Locality: CHISHOLM Parish: ALNWICK County: NORTHUMBERLAND		
Survey Certificate I, MURRAY PAUL EDWARDS of ADW JOHNSON PTY LIMITED 7/335 HILLSBOROUGH ROAD, WARNERS BAY, NSW 2282 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 15 MAY 2019, or *(b) The part of the land shown in the plan (*being/*excluding ** was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>. Datum Line: 'A' - 'B' Type: *Urban/*Rural The terrain is *Level Undulating / *Steep Mountainous. Signature:  Dated: 23.05.2019 Surveyor Identification No: 84 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.			Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:		
Plans used in the preparation of survey / compilation. DP 529007 DP 1108020 DP 1145348 DP 1150041 DP 1150600 DP 1220220 DP 1224700			Subdivision Certificate I, LEANNE HARRIS *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: Maitland City Council Date of endorsement: 28.5.19 Subdivision Certificate number: 181036 File number: DA18 1036 *Strike through if inapplicable.		
Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE CORA WAY AND SILVERWISP ROAD TO THE PUBLIC AS PUBLIC ROAD.			If space insufficient continue on PLAN FORM 6A		
Surveyor's Reference: 190433(51)-DP-001-F			Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A		

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 2 OF 4 SHEET(S)

Registered:



7/06/2019

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 4 DP 1220220

DP1246095

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

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

Subdivision Certificate Number:181036.....

Date of Endorsement:28.5.19.....

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

(A) CREATE:-

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. EASEMENT TO DRAIN WATER 2.5 WIDE (B)
3. RIGHT OF ACCESS 27 WIDE (C)
4. EASEMENT FOR DRAINAGE OF WATER 3, 8 AND VARIABLE WIDTH (D)
5. EASEMENT FOR FOOTINGS AND SUPPORT OF RETAINING WALL 0.9 WIDE (E)
6. POSITIVE COVENANT
7. RIGHT OF ACCESS 17 WIDE (G)
8. EASEMENT FOR SERVICES 17 WIDE (H)
9. RESTRICTION ON THE USE OF LAND
10. EASEMENT FOR PIPELINE 6 WIDE AND VARIABLE (J)

(B) RELEASE:-

1. EASEMENT TO DRAIN WATER 3 WIDE (DP804370) -RELEASE OF THE BENEFIT OF THIS EASEMENT FOR THE LISTED LOT.
2. EASEMENT TO DRAIN WATER 5 WIDE (DP1150600)
3. EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1150600)
4. RIGHT OF CARRIAGEWAY 8 WIDE (DP1150600)
5. EASEMENT TO DRAIN WATER 1.5 WIDE (DP1155695) -RELEASE OF THE BENEFIT OF THIS EASEMENT FOR THE LISTED LOT.

CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
5101	13	SILVERWISP	ROAD	CHISHOLM
5102	11	SILVERWISP	ROAD	CHISHOLM
5103	9	SILVERWISP	ROAD	CHISHOLM
5104	7	SILVERWISP	ROAD	CHISHOLM
5105	5	SILVERWISP	ROAD	CHISHOLM
5106	3	SILVERWISP	ROAD	CHISHOLM
5107	1	SILVERWISP	ROAD	CHISHOLM
5108	20	SETTLERS	BOULEVARD	CHISHOLM
5109	22	SETTLERS	BOULEVARD	CHISHOLM
5110	24	SETTLERS	BOULEVARD	CHISHOLM
5111	26	SETTLERS	BOULEVARD	CHISHOLM
5112	28	SETTLERS	BOULEVARD	CHISHOLM
5113	30	SETTLERS	BOULEVARD	CHISHOLM
5114	32	SETTLERS	BOULEVARD	CHISHOLM
5115	34	SETTLERS	BOULEVARD	CHISHOLM
5116	36	SETTLERS	BOULEVARD	CHISHOLM
5117	38	SETTLERS	BOULEVARD	CHISHOLM

If space insufficient use additional annexure sheet

Surveyor's Reference: 190433(51)-DP-001-F

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 3 OF 4 SHEET(S)

Registered:



7/06/2019

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 4 DP 1220220

DP1246095

Subdivision Certificate Number: 181036

Date of Endorsement: 28.5.19

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

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

CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017

5118	40	SETTLERS	BOULEVARD	CHISHOLM
5119	42	SETTLERS	BOULEVARD	CHISHOLM
5120	44	SETTLERS	BOULEVARD	CHISHOLM
5121	46	SETTLERS	BOULEVARD	CHISHOLM
5122	48	SETTLERS	BOULEVARD	CHISHOLM
5123	15	SILVERWISP	ROAD	CHISHOLM

Executed by AVID RESIDENTIAL ESTATES PTY LIMITED

ACN 054 228 929 in accordance with Section 127

of the Corporations Act 2001 in the presence of:

Director
CAMERON HOLT

Company Secretary
NICOLE BANNERMAN

Executed by ANZ Fiduciary Services Pty
Limited ACN 100 709 493 by its attorney pursuant
to Power of Attorney registered Book 4703 No.284
and the Attorney declares that the Attorney has not
received any notice of revocation of such Power of
Attorney.

Signature of Witness

ANTHONY HERDEN TOM VOSCHEZANG

242 Pitt Street, SYDNEY NSW 2000

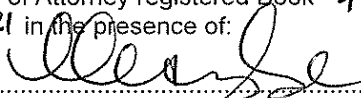
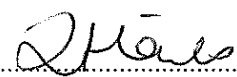
Signature of Attorney

KIT LIEW

242 Pitt Street, SYDNEY NSW 2000

If space insufficient use additional annexure sheet

Surveyor's Reference: 190433(51)-DP-001-F

PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		SHEET 4 OF 4 SHEET(S)	
Registered:  7/06/2019		Office Use Only		Office Use Only	
PLAN OF SUBDIVISION OF LOT 4 DP 1220220		DP1246095			
Subdivision Certificate Number: 18-1036 Date of Endorsement: 28-5-19					
This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) SSI Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.					
EXECUTED for and on behalf of HUNTER WATER CORPORATION ABN 46 228 513 446 by LAURA MARIE HAILS its duly constituted Attorney pursuant to Power of Attorney registered Book 4753 No. 921 in the presence of:  Witness Cheryl Louise Eube Solicitor Name of Witness (please print) 66 Honeysuckle Drive, Newcastle Address of Witness  Attorney					
If space insufficient use additional annexure sheet					
Surveyor's Reference: 190433(51)-DP-001-F					

ePlan

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

Lengths are in metres

(Sheet 1 of 10 Sheets)

Plan: **DP1246095**

Plan of Subdivision of Lot 4 DP 1220220 covered by
 Council Subdivision Certificate No.18-1036 dated the
 28th day May 2019

**Full Name and Address of
 The Owner of the land:**

AVID Residential Estates Pty Limited
 ACN 054 228 929
 Level 35, Suncorp Place
 259 George Street
 SYDNEY NSW 2000

**Full Name and Address of
 The Mortgagee of the land:**

ANZ Fiduciary Services Pty Limited
 ACN 100 709 493
 242 Pitt Street
 SYDNEY NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to drain water 1.5 wide (A)	5109 5110 5111 5112 5113 5114 5115	5108 5108,5109 5108,5109,5110 5108 to 5111 inclusive 5108 to 5112 inclusive 5108 to 5113 inclusive 5108 to 5114 inclusive
2	Easement to drain water 2.5 wide (B)	5116 5117 5118 5119 5120 5121 5122 5123	5108 to 5115 inclusive 5108 to 5116 inclusive 5108 to 5117 inclusive 5108 to 5118 inclusive 5108 to 5119 inclusive 5108 to 5120 inclusive 5108 to 5121 inclusive 5108 to 5122 inclusive
3	Right of Access 27 wide (C)	5123	Maitland City Council
4	Easement for Drainage of Water 3, 8 and variable width (D)	5123	Maitland City Council

ePlan

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

Lengths are in metres

(Sheet 2 of 10 Sheets)

Plan: **DP1246095**

Plan of Subdivision of Lot 4 DP 1220220 covered by
 Council Subdivision Certificate No.18-1036 dated the
 28th day May 2019

5	Easement for Footings and Support of Retaining Wall 0.9 wide (E)	5101 5102 5103 5104 5105 5106 5107 5123	5114 5113 5112 5111 5110 5109 5108 5115 to 5122 inclusive
6	Positive Covenant	Part 5123 designated (F) in the Plan	Maitland City Council
7	Right of Access 17 wide (G)	5123	4/1145348
8	Easement for Services 17 wide (H)	5123	4/1145348
9	Restriction on the use of Land	Each lot except 5123	Every other lot except 5123
10	Easement for Pipeline 6 wide and variable (J)	5108 5123	Hunter Water Corporation ABN 46 228 513 446

PART 1a (Release)

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to Drain Water 3 wide (DP804370). Release of the benefit of this easement for the listed lot. M.E.	49/804370	4/1220220
2	Easement to Drain Water 5 wide (DP1150600)	4/1220220	Maitland City Council
3	Easement to Drain Water variable width (DP1150600)	4/1220220	Maitland City Council
4	Right of Carriageway 8 wide (DP1150600)	4/1220220	Maitland City Council
5	Easement to Drain Water 1.5 wide (DP1155695). Release of the benefit of this easement for the listed lot. M.E.	901/1155695 902/1155695	4/1220220

ePlan

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

Lengths are in metres

(Sheet 3 of 10 Sheets)

Plan: **DP1246095**

Plan of Subdivision of Lot 4 DP 1220220 covered by
Council Subdivision Certificate No.18-1036 dated the
28th day May 2019

PART 2 (Terms)

1. Terms of Easements to Drain Water numbered 1 and 2 in the Plan

Easements to drain water in terms set out in Part 3 of Schedule 8 of the Conveyancing Act, 1919 (as amended) is created.

2. Terms of Right of Access numbered 3 in the Plan

A Right of Access in terms set out in Part 11 of Schedule 4a of the Conveyancing Act, 1919 (as amended) is created.

3. Terms of Easement for Drainage of Water numbered 4 in the Plan

Easement for drainage of water in terms set out in Part 7 of Schedule 4a of the Conveyancing Act, 1919 (as amended) is created.

4. Terms of Easement for Footings and Support of Retaining Wall numbered 5 in the Plan

4.1 In this Easement, the following terms mean:

Footings means the footings of the Retaining Wall

Retaining Wall means the retaining wall located on the Lot Benefited.

4.2 The owner of Lot Benefited:

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

4.3 The Owner of the Lot Burdened grants to the Owner of the Lot Benefited a right of support over that part of the Lot Burdened containing the Easement Site for the purpose of supporting the Retaining Wall.



ePlan

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

Lengths are in metres

(Sheet 4 of 10 Sheets)

Plan: **DP1246095**

Plan of Subdivision of Lot 4 DP 1220220 covered by
Council Subdivision Certificate No.18-1036 dated the
28th day May 2019

4.4 The Owner of the Lot Burdened must:

- (a) not do anything which will detract from the support of the Retaining Wall; and
- (b) allow the Grantee to enter that part of the Lot Burdened as is reasonably required and to remain there for any reasonable time for the purpose of carrying out any work necessary to ensure the support of the Retaining Wall and the Lot Benefited is maintained.

4.5 The Owner of the Lot Benefited:

- (a) must keep the Retaining Wall in good repair and safe condition; and
- (b) may do anything reasonably necessary for that purpose including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything onto the Lot Burdened; and
 - (iii) carrying out work

4.6 The Owner of the Lot Benefited, in exercising its rights under this Easement must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the Owner and any occupier of the Lot Burdened;
- (c) restore the Lot Burdened as nearly as practicable to its former condition; and
- (d) make good any collateral damage.

4.7 Except when urgent work is required, the Owner of the Lot Benefited must:

- (a) give the Owner of the Lot Burdened reasonable notice of intention to enter the Lot Burdened; and
- (b) only enter the Lot Burdened during times reasonably agreed with the Owner of the Lot Burdened.

5. Terms of Positive Covenant numbered 6 in the Plan

The owner of the burdened lot shall:

- a) engage a suitably qualified contractor to maintain the detention/water quality system in a fully functioning capacity until the lot is dedicated to council as drainage reserve.



ePlan

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

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(Sheet 5 of 10 Sheets)

Plan: **DP1246095**

Plan of Subdivision of Lot 4 DP 1220220 covered by
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28th day May 2019

- b) hold a minimum of \$15 million public liability insurance for the burdened lot until it is dedicated to council as drainage reserve.
- c) When the land is to be dedicated as drainage reserve, simultaneously release from the title all drainage easements in favour of council, this positive covenant and dedicate the land required for drainage reserve to council as Drainage Reserve.

6. Terms of Right of Access numbered 7 in the Plan

A Right of Access in terms set out in Part 14 of Schedule 8 of the Conveyancing Act, 1919 (as amended) is created.

7. Terms of Easement for Services numbered 8 in the Plan

An Easement for Services in terms set out in Part 11 of Schedule 8 of the Conveyancing Act, 1919 (as amended) is created.

8. Terms of Restrictions on the use of Land numbered 9 in the Plan

8.1 Building

- (a) 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.
- (b) No buildings to be constructed consisting of dual occupancies, duplex, townhouse or villa.

8.2 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 Avid Residential Estates Pty Limited without the prior written consent of Avid Residential Estates Pty Limited but such consent will not be withheld if the fence is erected without expense to Avid Residential Estates Pty Limited.
- (b) No fence constructed of metal sheeting shall be erected or permitted to remain on any lot burdened.



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(Sheet 6 of 10 Sheets)

Plan: **DP1246095**

Plan of Subdivision of Lot 4 DP 1220220 covered by
Council Subdivision Certificate No.18-1036 dated the
28th day May 2019

9. Terms of Easement for Pipeline numbered 10 on the Plan.

Easement for Pipeline Terms

Part A

Definitions and interpretation

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

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

Authorised Users means Hunter Water's:

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

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

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

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

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

Person includes a body corporate.

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

Part B

Easement for Pipeline



ePlan

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

Lengths are in metres

(Sheet 7 of 10 Sheets)

Plan: **DP1246095**

Plan of Subdivision of Lot 4 DP 1220220 covered by
Council Subdivision Certificate No.18-1036 dated the
26th day May 2019

2 Hunter Water and its Authorised Users may:

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

Part C

General provisions of easement

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

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

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

5 Hunter Water covenants with the Burdened Owner that:

- (a) it will promptly repair the Pipeline or any Ancillary Works on receiving your request to do so by the Burdened Owner;
- (b) in exercising its rights under this easement, it will procure that as little damage as practicable is done to the Lot Burdened;
- (c) 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
- (d) 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.



ePlan

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

Lengths are in metres

(Sheet 8 of 10 Sheets)

Plan: **DP1246095**

Plan of Subdivision of Lot 4 DP 1220220 covered by
Council Subdivision Certificate No.18-1036 dated the
28th day May 2019

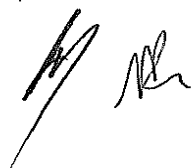
- 6 Subject to its foregoing rights under this easement, the Burdened Owner covenants with Hunter Water that it will not:
- (a) do or allow anything which will interfere with, damage, or destroy the Pipeline or will interfere with the effective operation of the Pipeline or any Ancillary Work;
 - (b) obstruct Hunter Water in the exercise of its rights under this easement; or
 - (c) place any structures or improvements on the Easement Site without first seeking the consent in writing of Hunter Water which may be withheld in the absolute discretion of Hunter Water.

Name of the authority whose consent is required to release, vary or modify the easements numbered 1, 2 and 5 in the Plan is the lots burdened and benefitted, only with the consent of Maitland City Council.

Name of the authority empowered to release, vary or modify the easements and positive covenant numbered 3, 4 and 6 in the Plan is Maitland City Council.

Name of the company empowered to release, vary or modify the restrictions numbered 9 in the Plan is Avid Residential Estates Pty Limited until 12 months after it is no longer the registered proprietor of any land burdened by this restriction and thereafter the persons having the right to release, vary or modify this restriction is the registered proprietors for the time being of not less than four (4) of the lots benefitted by this restriction.

Name of the authority empowered to release, vary or modify the easement numbered 10 in the Plan is Hunter Water Corporation.



ePlan

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

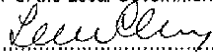
Lengths are in metres

(Sheet 9 of 10 Sheets)

Plan: **DP1246095**

Plan of Subdivision of Lot 4 DP 1220220 covered by
Council Subdivision Certificate No.18-1036 dated the
26th day May 2019

Executed for MAITLAND CITY COUNCIL
by its authorised delegate pursuant to
s.377 of the Local Government Act 1993.


Signature of Authorised Delegate

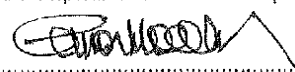
LEANNE HARRIS
Name of Authorised Delegate (print)

I certify that I am an eligible witness
and that the delegate signed in my
presence.


Signature of Witness

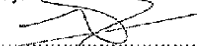
KAREN SCHRODER
Name of Witness (print)
285 High Street, MAITLAND NSW 2320

Executed by AVID RESIDENTIAL ESTATES PTY LTD
ACN 054 228 929 in accordance with Section 127
of the Corporations Act 2001 in the presence of:


Director
CAMERON HOLT


Company Secretary
NICOLE BANNERMAN

Executed by ANZ FIDUCIARY SERVICES PTY LTD
ACN 100 709 493 by its attorney pursuant to
Power of Attorney registered Book 4703 No. 284
and the Attorney declares that the Attorney has not
received any notice of revocation of such Power of
Attorney.


Signature of Witness
ANTHONY HERDEN TOM VOSCHEZANG
242 Pitt Street, SYDNEY NSW 2000


Signature of Attorney
KIT LIEW
242 Pitt Street, SYDNEY NSW 2000

ePlan

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

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(Sheet 10 of 10 Sheets)

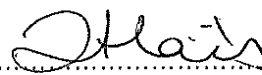
Plan: **DP1246095**

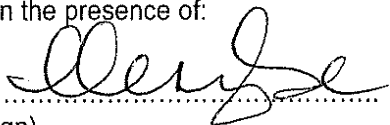
Plan of Subdivision of Lot 4 DP 1220220 covered by
Council Subdivision Certificate No.18-1036 dated the
28th day May 2019

Executed for and on behalf of HUNTER
WATER CORPORATION
ABN 46 228 513 446 by:

LAURA MARIE NAILS

its duly constituted Attorney pursuant to
Power of Attorney registered Book 4753
No. 921 in the presence of:


.....
Attorney


.....
Witness (sign)

.....
Name of Witness (please print) **Cheryl Louise Eube**
Solicitor
36 Honeysuckle Drive, Newcastle

.....
Address of Witness

REGISTERED



7/06/2019





Certificate No.:
PC/2025/486
Certificate Date: 14/02/2025
Fee Paid: \$174.00
Receipt No.: 2120459
Your Reference: 13013

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

APPLICANT:	Infotrack Pty Ltd ecertificates@infotrack.com.au
PROPERTY DESCRIPTION:	32 Settlers Boulevard CHISHOLM NSW 2322
PARCEL NUMBER:	98074
LEGAL DESCRIPTION:	Lot 5114 DP 1246095

IMPORTANT: Please read this Certificate carefully.

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

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

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

SECTION 10.7(2)

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

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

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

State Environmental Planning Policies

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

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

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

Local Environmental Plan (LEP)

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

Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

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

Planning Proposal for a Local Environmental Plan

Council has placed on exhibition the following draft Local Environmental Plan(s) applying to the land:

DLEP Implementation of Maitland Local Housing and Rural Land Strategies

1. Introduce new LEP clauses for 'Farm stay accommodation' and 'Farm gate

premises' to support and guide agritourism.

2. Introduce 'Artisan food and drink industry' as a land use 'Permitted with consent' within RU2 Rural Landscape zone.
3. Increase the number of bedrooms allowed for 'bed & breakfast accommodation', under Maitland LEP Clause 5.4
4. Remove 'Mineral Resource Area Map' and related Maitland LEP Clause 7.5 Significant extractive resources
5. Remove 'Caravan parks' from 'Permitted with consent' within RU2 Rural Landscape zone.
6. Introduce the W2 Recreational Waterways zone over the land containing Hunter and Paterson Rivers.
7. Amend the Maitland LEP Clause 4.1A Exceptions to minimum lot sizes in R1 General Residential zone to provide better clarity on permissibility and requirements for development proposals.
8. Introduce 'Secondary dwellings' as a use 'Permitted with consent' within R5 Large Lot Residential zone.
9. Introduce a new LEP clause for 'Essential services'

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

Draft Development Control Plans

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

Draft State Environmental Planning Policies

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

ITEM 2 – Zoning and land use under relevant planning instruments

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

Zone and Land Use Table from Local Environmental Plan

R1 General Residential

1 Objectives of zone

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

2 Permitted without Consent

Home occupations

3 Permitted with Consent

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

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies.

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

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

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

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

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

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

Is the land within a conservation area, however described?

The land IS NOT in a Heritage Conservation Area.

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

The land does NOT contain an item of Environmental Heritage.

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

ITEM 3 – Contribution plans***The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.***

- Maitland S94A Levy Contributions Plan 2006
- Thornton North S94 Contribution Plan 2008
- Maitland City Wide Section 94 Contributions Plan 2016
- Maitland S94 Contributions Plan (City Wide) 2006

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

The land IS NOT in a special contributions area.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Note: Despite any references above advising that Complying Development may be undertaken on the land, certain Complying Development may be precluded from

occurring on the land due to requirements contained in the remainder of State Environment Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environment Planning Policy in detail to ensure that specific types of complying development may be undertaken on the land.

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

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

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

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

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

ITEM 5 – Exempt Development

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

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

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

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

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

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

ITEM 6 – Affected building notices and building product rectification orders**Whether the council is aware that –**

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

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

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

ITEM 7 - Land Reserved for Acquisition**Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.**

No environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the land provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

ITEM 8 – Road widening and road realignment

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

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

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

ITEM 9 – Flood related development controls

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

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

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

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

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

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

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

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

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

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

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

Note in this section –

adopted policy means a policy adopted –

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

ITEM – 11 Bush fire prone land

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

The land is mapped as bushfire prone land and as such restrictions may apply to new development on this land.

Note – In accordance with the *Environmental Planning and Assessment Act 1979*,

bush fire prone land, in relation to area, means land recorded for the time being as bush fire prone on a bush fire prone land map for the area. This mapping is subject to periodic review.

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

ITEM – 12 Loose-fill asbestos insulation

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

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

ITEM – 13 Mine subsidence

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

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

ITEM – 14 Paper subdivision information

There is no development plan that applies to the:

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

ITEM – 15 Property vegetation plans

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

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

ITEM – 16 Biodiversity stewardship sites

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

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

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

Part 5.

ITEM 17 – Biodiversity certified land

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

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

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

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

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

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

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

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

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

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

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

ITEM 20 – Western Sydney Aerotropolis

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

ITEM 21 – Development consent conditions for seniors housing

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

Clause 88(2) of the *State Environmental Planning Policy (Housing) 2021* restricts

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occupation of development approved for seniors housing to:

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

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

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

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

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

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

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

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

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

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

Contaminated Land

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

PART 2: ADDITIONAL MATTERS PROVIDED PURSUANT TO SECTION 10.7 (5)

The following information is provided in accordance with section 10.7(5) of the Environmental Planning and Assessment Act 1979. Section 10.7(6) of the Act states that a Council shall not incur any liability in respect of advice provided in good faith pursuant to sub-section 10.7(5). If this information is to be relied upon, it should be independently checked.

1. Development Consent

Council Records indicate that the land has had the following development consents granted within the five (5) years preceding the date of this Certificate:

- DA/2020/1024 32 Settlers Boulevard CHISHOLM NSW 2322 Change of Use to Exhibition Home , Approved 01/12/2020

2. Draft Development Control Plan

No draft Development Control Plans apply to the land.

3. Suspension of Covenants

Clause 1.9A in the Maitland LEP 2011 applies to all land within the Maitland Local Government Area. This clause suspends any agreement, covenant or other instrument that restricts the development of land that is permissible under the provisions of the Maitland Local Environmental Plan 2011 to the extent necessary to serve that purpose.

4. Filling of Land

Earthworks (excavation and filling of land) require development consent. Clause 7.2 in the Maitland LEP 2011 applies to all land within the Maitland Local Government Area. Earthworks (defined as both excavation and filling of land) require development consent of Council unless the works are exempt development, ancillary to other development for which development consent is required or granted, or considered by Council to be of a minor nature.

5. Development in the Vicinity of Heritage Items

Clause 5.10 in the Maitland LEP 2011 generally applies to all land in the Maitland Local Government Area, where the land is located in the vicinity of a heritage item or heritage conservation area. This Clause requires a consent authority to consider the effect of the proposed development on the heritage significance of the item or area concerned, before granting development consent.

6. Other Matters

There are no other specific matters.

Jeff Smith
General Manager

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An aerial photograph of Maitland, New South Wales, Australia. The image shows a wide river (the Maitland River) flowing through the town. On the left bank, there is a large green field, likely a park or sports ground. The town itself is built on a slight rise, with various residential and commercial buildings visible. The river curves around the town, and a bridge can be seen in the distance. The overall scene is a mix of urban development and natural landscape.

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HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

32 SETTLERS

CHISHOLM NSW

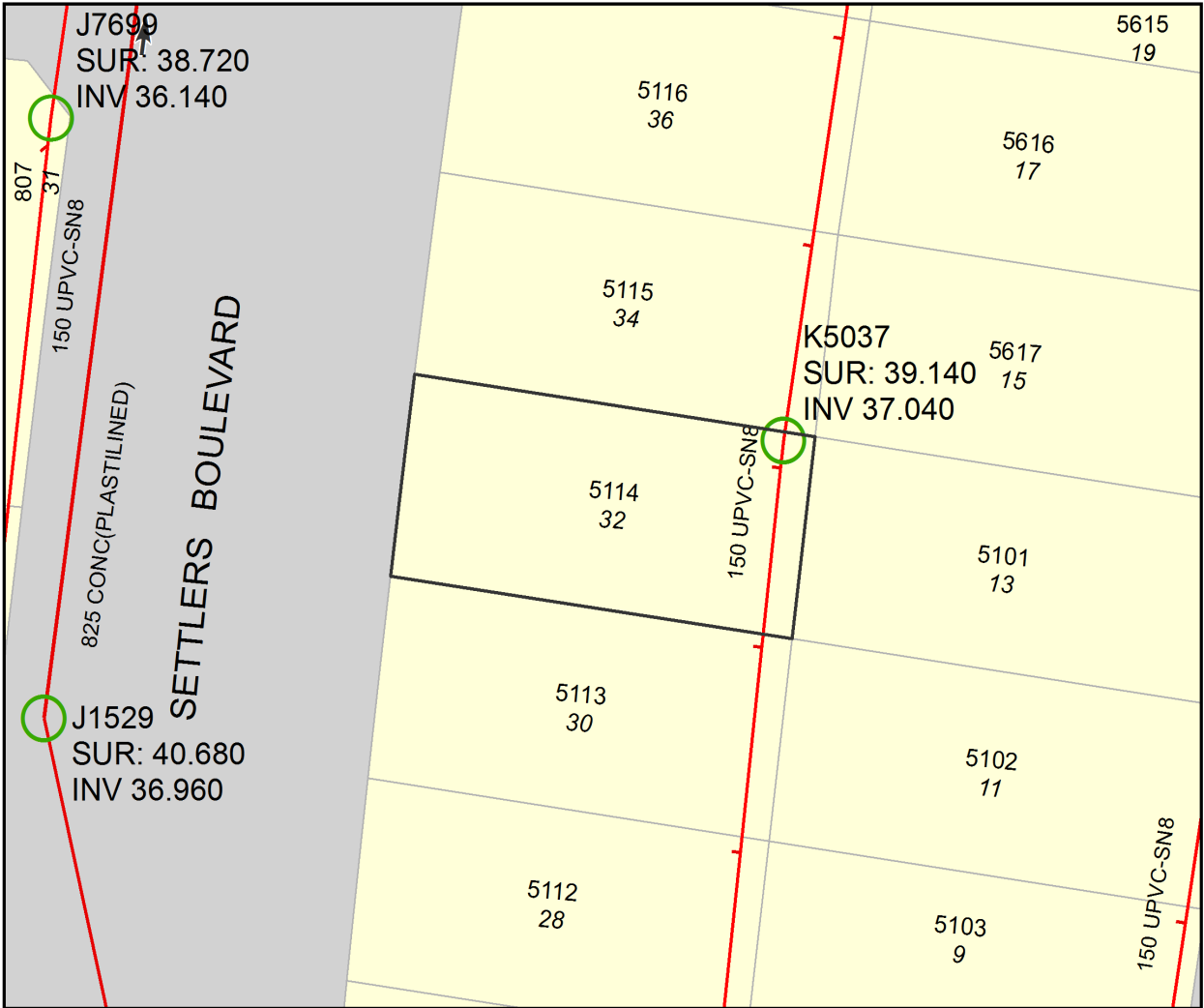
APPLICATION NO.: 2486770

APPLICANT REF: M 13013

RATEABLE PREMISE NO.: 7678551068

PROPERTY ADDRESS: 32 SETTLERS BVD CHISHOLM 2322

LOT/SECTION/DP:SP: 5114//DP 1246095



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

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

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

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

Date: 13/02/2025

Scale at A4: 1:500

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

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

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:

Property:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a property tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*).
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion?
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out?
 - (ii) when was the building work completed?

- (iii) please state the builders' name and licence number;
- (iv) please provide details of insurance under the *Home Building Act 1989*.
- 16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
- 17. If a swimming pool is included in the property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 18.
 - (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

- 19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
- 20. Is the vendor aware of:
 - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
- 21. Has the vendor any notice of knowledge that the property is affected by the following:
 - (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
- 22.
 - (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the property?
- 23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

- 24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

- 25. If the transfer of any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 26. If the vendor has or is entitled to have possession of the title deeds the Certificate of Authentication Code must be provided 7 days prior to settlement.
- 27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 28. The purchaser reserves the right to make further requisitions prior to completion.
- 29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

Property: Lot 5114 (32) Settlers boulevard, Chisholm NSW 2322

Replies to requisitions on title as follows:-

1. Noted.
2. No.
3. There are no tenancies or occupancies.
4. No.
5. Not applicable.
6. Noted.
7. Noted.
8. Not to vendor's knowledge.
9. If applicable, by appointment via the vendor's legal representative.
10. Not applicable.
11. Vendor relies on contract.
12. Yes.
 - (a) Current land tax year;
 - (b) Refer land tax certificate.
13. Noted.
14. No.
15.
 - (a) As far as Vendor is aware.
 - (b) No.
 - (c) No.
 - (d) N/A
 - (e)
 - (i) construction of the dwelling.
 - (ii) completed 2020.
 - (iii) Clarendon Homes (NSW) Pty Limited BC 2298C.
 - (iv) Refer to insurance certificate attached to this contract.
16. Not to vendor's knowledge.
17. Not applicable.
18.
 - (a) If any fencing, the vendor and adjoining owners jointly
 - (b) There are no party walls.
 - (c) Not applicable.
 - (d) No.
 - (e) No.
19. No.
20. Vendor relies on Contract.
21. No.
22.
 - (a) Vendor relies on the contract and purchaser should satisfy its own inquiries.
 - (b) Vendor relies on the contract.
 - (c) Vendor relies on the contract.
23. Not so far as vendor is aware.
24. Noted, if applicable.
25. The vendor will provide copy upon request by the purchaser.
26. If applicable, the vendor will provide upon request by the purchaser.
27. Noted, subject to the contract.
28. This right is not admitted.
29. Noted.



Revenue

Enquiry ID	4276874
Agent ID	81429403
Issue Date	13 Feb 2025
Correspondence ID	1802070381
Your reference	13013

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

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

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
D1246095/5114	32 SETTLERS BLVD CHISHOLM 2322	\$439 333	Not Opted In

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

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

Yours sincerely,

A handwritten signature in black ink, appearing to read "S Johnston".

Scott Johnston
Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

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

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

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

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

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



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



1300 139 816*



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

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



Australian Government
Australian Taxation Office



CPG DISPLAY HOMES PTY LIMITED
21 SOLENT CIRCUIT
NORWEST NSW 2153

Our reference: 7147764869638
Phone: 13 28 66
11 April 2024

Your foreign resident capital gains withholding clearance certificate

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

Hello,

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

Notice number	2410917424854
Vendor name	CPG DISPLAY HOMES PTY LIMITED
Clearance Certificate Period	11 April 2024 to 11 April 2025

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

Yours faithfully,
Emma Rosenzweig
Deputy Commissioner of Taxation

NEED HELP

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

CONTACT US

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

Certificate in respect of insurance for residential building work

Policy No: HBCF19029058

Policy Date: 20/06/2019

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the *State Insurance and Care Governance Act 2015*.

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period.
In respect of	New Single Dwelling Construction
Description of construction as advised by builder^	Single Storey Dwelling
At	32 Settlers Boulevard Chisholm New South Wales 2322
Site plan number^	NA
Site plan type^	NA
Homeowner	Clarendon Display Homes P/L
Carried out by	CLARENDON HOMES (NSW) PTY LIMITED
Licence number	2298C
Builder job number^	29800309
Contract amount^	\$454,900.00
Contract date^	16/06/2019
Premium paid	\$3,025.08
Cost of additional products or services under contract	Nil - no additional services.
Price (including GST and Stamp Duty) Note: The total price does not include any brokerage or other costs to arrange the insurance contract	\$3,627.07

^Additional information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

Certificate No: HBCF19029058

Issued on: 20/06/2019



Signed on behalf of the insurer

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

icare™ HBCF

Attachment A
Lot 5114 (32) Settlers Boulevard Chisholm NSW 2322

- Fixed floor coverings
- Light fittings
- Window dressings
- Fixed internal joinery
- Oven
- Cooktop
- Dishwasher
- Microwave
- Rangehood

ATTACHMENT B

Scope of Works

Lot 5114 (32) Settlers Boulevard Chisholm NSW 2322

Works to be completed by the Builder:

- (a) General house clean;
- (b) Disconnect electricity, gas, phone, internet and security services;
- (c) Connect appliances listed in Annexure A;
- (d) Sales Office
If the Builder has installed a sales office within the garage of the Display Home, the Builder will:
 - (i) remove the glass shopfront glazing to the sales office double car entry and replace with panel lift garage door to double car entry only, (style/type selected and installed by the Builder); and
 - (ii) remove the fitout installed for the sales office (for example shelving, cupboards, any flooring and split system air-con) and all associated office furniture and equipment.
- (e) Remove all flag poles and any promotional signage;
- (f) Remove all light sensors;
- (g) Remove the concrete path and stairs situated at the front of the property;
- (h) Fencing;
 - (i) unless already installed, install dividing fencing (design and type selected by the Builder) between the property and any adjoining properties;
 - (ii) remove pool type fencing from front of property; and
 - (iii) remove glass fencing on driveway and fill and patch fencing holes on driveway with closest possible match.
- (I) Install a 1020mm internal access door to rear of garage (style/type selected by the Builder).