

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Andriessen Property PO Box 296, Cardiff NSW 2285 Email: mail@apnewcastle.com.au	Phone: 4954 8833
co-agent		
vendor	Edgeworth Developments Pty Limited ACN 116 174 639 292-294 Main Road, Cardiff NSW 2285	
vendor's solicitor	Sarjo Conveyancing 2/2 Glebe Street, Kahibah NSW 2290 PO Box 5248 Kahibah NSW 2290 Email: sarah@sarjoconveyancing.com.au	Ph - 49438880 Fax - 4943 7220 Ref: SS:24/1855
date for completion	28th day after the date of this contract (clause 15)	
land (address, plan details and title reference)	Lot ____ Heartwood Drive, Edgeworth NSW 2285 Lot ____ in Deposited Plan 1306091 Folio Identifier ____ /1306091	
	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other: Vacant Land	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

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

Nominated Electronic Lodgement Network (ELN) (clause 4):

Manual transaction (clause 30)

NO yes

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

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

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

Purchaser must make an *GSTRW payment* (GST residential withholding payment)

NO yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name: Edgeworth Developments Pty Limited

Supplier's ABN: 44116 174 639

Supplier's GST branch number (if applicable):

Supplier's business address: 292-294 Main Road, Cardiff NSW 2285

Supplier's representative: Fred Andriessen

Supplier's contact phone number: 02 4954 8833

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

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

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

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

10 Crows Ash Avenue Edgeworth NSW 152285

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period, and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footprint of 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 discharged mortgagee or incoming mortgagee to join the *Electronic Workspace*; and
- 4.7.4 populate the *Electronic Workspace* with a nominated completion time.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 business days before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the completion time agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by, the *party* entitled to them.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within a reasonable time*.
- 6 Error or misdescription**
- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.
- 7 Claims by purchaser**
- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and 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 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 deposits 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 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 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.

70 Crows Ash Avenue Edgeworth NSW 2285

ADDITIONAL CLAUSES

33 NOTICE TO COMPLETE

- 33.1 Despite any rule of law or equity to the contrary, the vendor and purchaser agree that any notice to complete under this contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.
- 33.2 In the event the vendor issues a notice to complete then the purchaser agrees to pay the sum of \$330.00 to the vendor's Conveyancer on completion to reimburse the vendor for the cost of issuing the notice to recover any other damages.

34 INTEREST

If the purchaser does not complete by the completion date, and the vendor is ready, willing and able to complete, the purchaser shall pay to the vendor on completion, in addition to the balance purchase money, an amount calculated as ten per cent (10%) interest on the balance purchase money, computed at a daily rate from the day immediately after the completion date to the day of actual completion. It is agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings.

35 ADJUSTMENT OF RATES

If separate assessments of council and water rates have not been issued for each lot as at the date of completion, then the purchaser hereby agrees to accept the sum of \$2,200.00 as being council rates payable for the current year until the issue of separate assessments. After completion, no regard is to be had to the actual assessment which may be subsequently issued.

36 UNDERTAKING TO PAY RATES

The vendor undertakes to pay, within the time limited for payment, all assessments affecting the property in respect of council and water rates for those rating years commencing prior to the time for adjustments of the same as specified in clause 14. The purchaser will, upon completion, accept this undertaking and will make no objection or requisition or delay completion by reason of the vendor's liability to pay council and water rates in respect of the property.

The purchaser undertakes to provide to the vendor, any assessment notice received in relation to the property, within seven (7) days of receipt.

37 PAYMENT OF DEPOSIT BY INSTALMENTS

The purchaser acknowledges that the deposit payable is ten percent (10%) of the purchase price. If the vendor agrees that the deposit may be paid by instalments, then notwithstanding any other provision of this contract, the purchaser shall pay the deposit as follows;

- (a) the sum of \$_____ (being equal to five percent (5%) of the purchase price) to be paid on or before the date of this contract in accordance with clauses 2.1 and 2.2 of the printed contract; and
- (b) the balance of deposit to be paid on or before completion or upon default by the purchaser,

and in this respect time is essential.

38 CAPACITY

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

- (a) Die or becomes mentally ill, then either party may rescind this contract by notice in writing to the other party and the contract will come to an end and the provisions of clause 19 will apply;
- (b) Being a Company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this contract.

39 WARRANTY AS TO AGENT

The purchaser warrants that he/she/they was not introduced to the property by any real estate agent other than the agent shown on the front page of this contract. Should any other real estate agent make a successful claim for commission against the vendor, based on the fact that such agent introduced the purchaser to the property, then the purchaser will indemnify the vendor in respect of such commission and in respect of all costs of, and incidental to, such claim for commission incurred by vendor. This clause shall not merge on completion.

40 AGENT DECLARES INTEREST

The purchaser acknowledges that he/she/they are aware of and that it has been disclosed to them, that the selling agent, Frederick Andriessen, is also a director of the vendor company and selling agency. The purchaser will make no objection, claim for compensation or requisition in this regard.

41 REQUISITIONS

Any requisitions submitted by the purchaser under clause 5 of this contract must be submitted in the form attached to this contract.

42 PURCHASER'S WARRANTY

The purchaser warrants to the vendor, the following:

- (a) that the purchaser is not an undisclosed bankrupt and has not committed an act of bankruptcy;
- (b) that the purchaser is over the age of 18 years; and
- (c) that the purchaser has not relied on any representations or warranties about the subject matter of this contract including, without limitation, the fitness or suitability of the purchaser's intended use of the property or as to any financial return or income to be derived from the property, except as set out in this contract.

The purchaser acknowledges that the vendor relies on this warranty when entering into this contract and will indemnify the vendor against any loss, expense, damage, penalty or liability arising out of or as a consequence of a breach of this warranty by the purchaser.

43 FIRB APPROVAL

- 43.1 The purchaser warrants that the purchaser has obtained (or is not required to obtain) any necessary consent or approval from the Commonwealth Treasurer under the *Foreign Acquisitions and Takeovers Act 1975* as to the purchase of the property by the purchaser.
- 43.2 A breach of the warranty given under this clause entitles the vendor to rescind this contract and the provisions of clause 19 will apply.
- 43.3 The purchaser indemnifies the vendor in respect of all claims or actions and costs arising therefrom in respect of a breach of this warranty.
- 43.4 This clause will not merge on completion.

44 GUARANTEE

- 44.1 If the purchaser is a company, the officers or persons who sign this contract on behalf of the company or who attests the seal of the company on this contract:
- (a) Jointly and separately guarantee all obligations of the purchaser under this agreement, including the payment of the purchase price; and
 - (b) Jointly and separately indemnify the vendor in respect of any default by the purchaser under this agreement.
- 44.2 This guarantee and indemnity is given by each guarantor as principal and is not discharged or released by any release or variation of this agreement between the vendor and purchaser.

45 CLAIMS FOR COMPENSATION

Notwithstanding the provisions of Clauses 6 & 7 hereof the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purpose of clause 8, hereto entitling the vendor to rescind this contract.

46 AMENDMENT TO LAW SOCIETY OF NSW CONTRACT CLAUSES

The Law Society of NSW clauses of this contract are amended as follows:

- (a) Clause 7.1.1 is varied by deleting 5% and inserting 1%.
- (b) Clause 7.2.4 is varied by deleting the words "*and the costs of the purchaser*".
- (c) Clause 16.6 is amended by inserting after the word "*If*", the words "*not later than 10 business days prior to the completion date*".
- (d) Clause 28 is deleted.
- (e) Clause 29 is deleted.

If there is any conflict or inconsistency between these special conditions and the printed clauses of this contract, these special conditions shall apply.

47 CONTRACT ALTERATIONS

The parties authorise their respective legal representatives to make alterations to this contract after execution by a party. Such alterations will be binding on the party as if the alterations were made prior to execution by that party.

48 SEWER SERVICE LOCATION DIAGRAM

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

49 ESTATE DEVELOPMENT

The purchaser acknowledges that:

- (a) The property forms part of a development site and is part of a larger or multi-staged estate;
- (b) Further development of surrounding lots or stages will occur after completion;
- (c) Dust, noise, vibration, nuisance or other inconveniences in relation to the development of lots or stages will occur near the property; and
- (d) Development works may involve the stockpiling of materials and use of heavy machinery on lots or development stages near the property or necessitate changes to traffic conditions in or near the property.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

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 protected 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) any orders been made by the Consumer, Trader and Tenancy? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as 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 builder's 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 or 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.

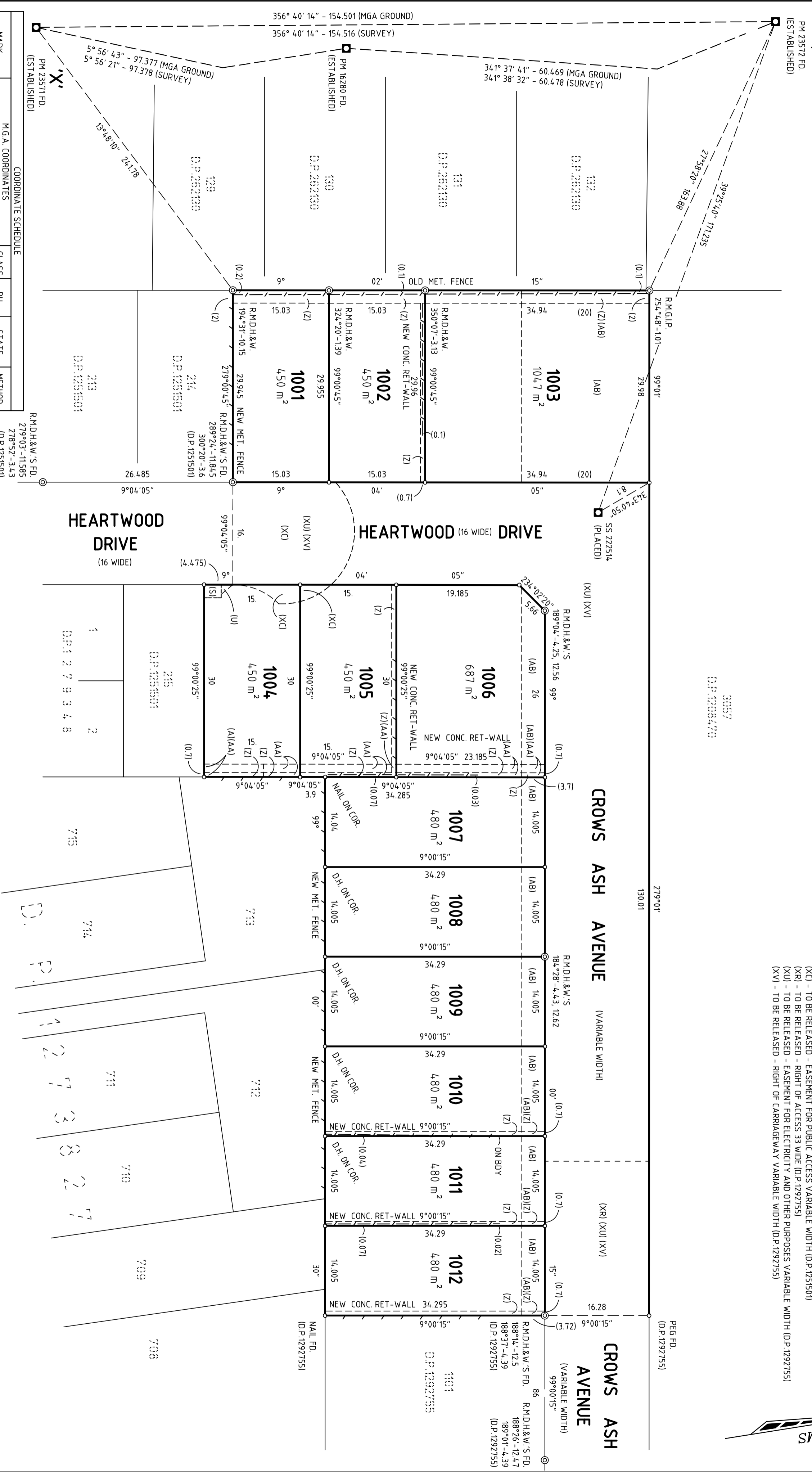
Requisitions and transfer

- 25. If the transfer or 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 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.

FROM	TO	HEIGHT DIFFERENCE	METHOD
PM 16280	SS 222514	-7.459	TRIGONOMETRIC HEIGHTING
SS 220402	PM 23571	0.620	TRIGONOMETRIC HEIGHTING
PM 23571	PM 16280	6.838	TRIGONOMETRIC HEIGHTING

MARK	AHD VALUE	CLASS	PU	HEIGHT DATUM VALIDATION	STATE
PM 16280	31.782	LB	0.02	SCMS ADOPTED	FOUND
SS 222514	24.323	LD	-	PLACED	PLACED
PM 23571	24.942	LB	0.02	FROM SCMS-DATUM VALIDATION	FOUND

- (A) - EASEMENT FOR DRAINAGE OF WATER 2.0 METRE(S) WIDE (D.P. 1251501)
- (S) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.05 METRE(S) WIDE (D.P. 1251501)
- (U) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (D.P. 1292755)
- (Z) - RESTRICTION ON THE USE OF LAND
- (AA) - EASEMENT TO DRAIN WATER 2 WIDE
- (AB) - RESTRICTION ON THE USE OF LAND
- (XC) - TO BE RELEASED - EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (D.P. 1251501)
- (XRI) - TO BE RELEASED - RIGHT OF ACCESS 33 WIDE (D.P. 1292755)
- (XU) - TO BE RELEASED - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (D.P. 1292755)
- (XVI) - TO BE RELEASED - RIGHT OF CARRIAGEWAY VARIABLE WIDTH (D.P. 1292755)



COORDINATE SCHEDULE					
MARK	M.G.A. COORDINATES		CLASS	PU	METHOD
	EASTING	NORTHING			
PM 16280	371982.871	6356481.604	B	0.02	FOUND
PM 23571	371972.787	6356384.771	B	0.02	FOUND
SS 222514	371963.815	6356538.979	B	0.02	FOUND
SS 222514	372072.6	6356671.3	D	-	PLACED

DATE OF SCMS COORDINATES: 15-JUL-2024
M.G.A. ZONE: 56
M.G.A. DATUM: GDA2020
COMBINED SCALE FACTOR - 0.999794


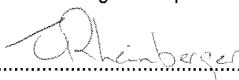

SURVEYOR
Name: TIMOTHY R. RHEINBERGER
Date: 15.07.2024
Reference: 24042_DP STAGE 10

PLAN OF SUBDIVISION OF LOT 300 D.P. 1299177


LGA: LAKE MACQUARIE
Locality: EDGEWORTH
Reduction Ratio: 1:400
Lengths are in metres.

REGISTERED
05/11/2024

DP1306091

PLAN FORM 6 (2019)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
<p style="text-align: right;">Office Use Only</p> <p>Registered:  05/11/2024</p> <p>Title System: TORRENS</p>		<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP1306091</h1>
<p>PLAN OF SUBDIVISION OF LOT 300 D.P.1299177</p>	<p>LGA: LAKE MACQUARIE Locality: EDGEWORTH Parish: TERALBA County: NORTHUMBERLAND</p>	
<p style="text-align: center;">Survey Certificate</p> <p>I, <u>TIMOTHY R. RHEINBERGER</u> of <u>DELFS LASCELLES CONSULTING SURVEYORS PTY LIMITED</u> a surveyor registered under the Surveying and Spatial Information Act 2002, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on <u>15.07.2024</u>, or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding <u>.....</u>) was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on <u>.....</u> the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</p> <p>Datum Line: <u>'X' - 'Y'</u></p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level Undulating / *Steep Mountainous</p> <p>Signature:  Dated: <u>07.08.2024</u></p> <p>Surveyor Identification No: <u>SU008731</u></p> <p>Surveyor registered under the Surveying and Spatial Information Act 2002</p> <p>Electronic signature of me, <u>TIMOTHY R. RHEINBERGER</u> affixed by me, or at my direction, on <u>07.08.2024</u></p> <p><small>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, <u>.....</u> (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: <u>.....</u></p> <p>Date: <u>.....</u></p> <p>File Number: <u>.....</u></p> <p>Office: <u>.....</u></p>	
<p>Plans used in the preparation of survey/compilation.</p> <p>D.P.1299177 D.P.1251501 D.P.1292755</p>	<p>Subdivision Certificate</p> <p>I, <u>HEATH TIMOTHY ROBERTSON</u>, Authorised Person, certify that the provisions of section 6.15 of the Environment Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature </p> <p>Consent Authority: <u>Lake Macquarie City Council</u> Date of Endorsement: <u>09/10/2024</u> Subdivision Certificate number: <u>SC/90/2024</u> File number: <u>DA/229/2016/A</u></p> <p>Electronic signature of me, <u>Heath Timothy Robertson</u> affixed by me, on <u>9 October 2024</u></p> <p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE THE EXTENSION OF HEARTWOOD DRIVE AND EXTENSION OF CROWS ASH AVENUE TO THE PUBLIC AS PUBLIC ROADS.</p>	
<p>Surveyor's Reference: 24042_DP STAGE 10</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 4 sheet(s)
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Office Use Only Registered:  05/11/2024	Office Use Only <h1 style="margin:0;">DP1306091</h1>
PLAN OF SUBDIVISION OF LOT 300 D.P.1299177	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals - See 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate number : <u>Sc/90/2024</u> Date of Endorsement : <u>09/10/2024</u>	

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
1001	17	HEARTWOOD	DRIVE	EDGEWORTH
1002	19	HEARTWOOD	DRIVE	EDGEWORTH
1003	21	HEARTWOOD	DRIVE	EDGEWORTH
1004	10	HEARTWOOD	DRIVE	EDGEWORTH
1005	12	HEARTWOOD	DRIVE	EDGEWORTH
1006	14	HEARTWOOD	DRIVE	EDGEWORTH
1007	4	CROWS ASH	AVENUE	EDGEWORTH
1008	6	CROWS ASH	AVENUE	EDGEWORTH
1009	8	CROWS ASH	AVENUE	EDGEWORTH
1010	10	CROWS ASH	AVENUE	EDGEWORTH
1011	12	CROWS ASH	AVENUE	EDGEWORTH
1012	14	CROWS ASH	AVENUE	EDGEWORTH



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

1. RESTRICTION ON THE USE OF LAND (Z)
2. EASEMENT TO DRAIN WATER 2 WIDE (AA)
3. RESTRICTION ON THE USE OF LAND
4. RESTRICTION ON THE USE OF LAND (AB)

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

1. EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (D.P.1251501) (XC)
2. RIGHT OF ACCESS 33 WIDE (D.P.1292755) (XR)
3. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (D.P.1292755) (XU)
4. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (D.P.1292755) (XV)

If space is insufficient use additional annexure sheet

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 4 sheet(s)
Office Use Only Registered:  05/11/2024		Office Use Only
PLAN OF SUBDIVISION OF LOT 300 D.P.1299177		DP1306091
Subdivision Certificate number : <u>SC/90/2024</u> Date of Endorsement : <u>09/10/2024</u>		
This sheet is for the provision of the following information as required:		
<ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals - See 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.		
EXECUTED by Company name: EDGEWORTH DEVELOPMENTS PTY LIMITED Company ACN: 116 174 639 Authority: Section 127 of the Corporations Act 2001		
Signature of authorised person: 		Signature of authorised person:
Name of authorised person: <u>FREDERICK WILHELM</u> F. W. ANDRIESSEN		Name of authorised person:
Position: <u>SOLE DIRECTOR / SECRETARY</u>		Position:
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 24042_DP STAGE 10		

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheet(s)
Registered: 05/11/2024 PLAN OF SUBDIVISION OF LOT 300 D.P.1299177	Office Use Only <h1 style="margin: 0;">DP1306091</h1>	
Subdivision Certificate number : <u>Sc/90/2024</u> Date of Endorsement : <u>09/10/2024</u>	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals - See 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	
<p>Certified correct for the purposes of the Real Property Act 1900 by the Prescribed Authority's attorneys who signed this dealing pursuant to the power of attorney specified.</p> <p>Signed, sealed and delivered for ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044, ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023, ERIC Alpha = Asset Corporation 3 Pty Ltd ACN 612 975 032, ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078 and Blue Asset Partner = Pty Ltd ACN 615 217 493</p> <p>on behalf of Alpha Distribution Ministerial Holding Corporation pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015 by its attorneys under power of attorney registered book 4811 no. 888</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="text-align: center;"></p> <p>..... Attorney William Close</p> <p>..... Print Name</p> <p>Date electronic signature 5 March 2024 affixed</p> <p>I certify that I am an eligible witness and that the Prescribed Authority's attorney signed this dealing in my presence. [See note* below]</p> <p style="text-align: center;"></p> <p>..... Signature of Witness</p> <p>..... Print Name Rachael Tiplady</p> <p>..... 24 Campbell Street, Sydney</p> <p>..... Print Address</p> <p>Date electronic 5 March 2024 signature affixed</p> </div> <div style="width: 45%;"> <p style="text-align: center;"></p> <p>..... Attorney James Slimnicanovski</p> <p>..... Print Name</p> <p>Date electronic 6 March 2024 signature affixed</p> <p>I certify that I am an eligible witness and that the Prescribed Authority's attorney signed this dealing in my presence. [See note* below]</p> <p style="text-align: center;"></p> <p>..... Signature of Witness</p> <p>..... Print Name Rachael Tiplady</p> <p>..... 24 Campbell Street Sydney</p> <p>..... Print Address</p> <p>Date electronic 6 March 2024 signature affixed</p> </div> </div> <p>*s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documents.</p>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 24042_DP STAGE 10		

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

LENGTHS ARE IN METRES

SHEET 1 OF 8 SHEETS

PLAN: **DP1306091**

PLAN OF SUBDIVISION OF LOT 300 D.P.1299177
 SUBDIVISION CERTIFICATE NO. *Sc/90/2024*
 DATED *09/10/2024*

FULL NAME AND ADDRESS OF THE REGISTERED PROPRIETOR OF THE LAND:

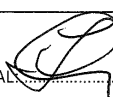
EDGEWORTH DEVELOPMENTS PTY LIMITED
 ACN: 116 174 639

ADDRESS:
 294 MAIN ROAD
 CARDIFF NSW 2285

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	RESTRICTION ON THE USE OF LAND (Z)	PART OF LOTS: 1001 1002 1003 1004 1005 1006 1010 1011 1012	LAKE MACQUARIE CITY COUNCIL
2	EASEMENT TO DRAIN WATER 2 WIDE (AA)	1004 1005 1006	215/1251501 1004, 215/1251501 1005, 1004, 215/1251501
3	RESTRICTION ON THE USE OF LAND	EACH OF LOTS (1001-1012 INCLUSIVE)	EVERY OTHER LOT (1001-1012)

INITIAL:

INITIAL 

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

LENGTHS ARE IN METRES

SHEET 2 OF 8 SHEETS

PLAN: **DP1306091**

PLAN OF SUBDIVISION OF LOT 300 D.P.1299177
 SUBDIVISION CERTIFICATE NO. SC/90/2024
 DATED 09/10/2024

4	RESTRICTION ON THE USE OF LAND (AB)	PART OF LOTS: 1003, 1006-1012 INCLUSIVE	EVERY OTHER LOT (1001-1012)
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PART 1A (RELEASE)

NUMBER OF ITEM SHOWN IN THE INTENTION PANEL ON THE PLAN	IDENTITY OF EASEMENT, PROFIT À PRENDRE, RESTRICTION OR POSITIVE COVENANT TO BE RELEASED AND REFERRED TO IN THE PLAN	BURDENED LOT(S) OR PARCEL(S):	BENEFITED LOT(S), ROAD(S), BODIES OR PRESCRIBED AUTHORITIES
1	EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (D.P.1251501) (XC)	300 / 1299177	LAKE MACQUARIE CITY COUNCIL
2	RIGHT OF ACCESS 33 WIDE (D.P.1292755) (XR)	300 / 1299177	LAKE MACQUARIE CITY COUNCIL
3	EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (D.P.1292755) (XU)	300 / 1299177	ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 67 505 337 385
4	RIGHT OF CARRIAGEWAY VARIABLE WIDTH (D.P.1292755) (XV)	300 / 1299177	ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 67 505 337 385

INITIAL:


 INITIAL:

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

LENGTHS ARE IN METRES

SHEET 3 OF 8 SHEETS

PLAN: DP1306091

PLAN OF SUBDIVISION OF LOT 300 D.P.1299177
SUBDIVISION CERTIFICATE NO. SC/90/2024
DATED 09/10/2024

PART 2 (TERMS)

TERMS OF RESTRICTION ON THE USE OF LAND (Z) NUMBERED 1 IN THE PLAN:

No structure shall be constructed or allowed to remain erected within the area described in the plan provided however this restriction shall:

a) Not apply to retaining walls constructed with the consent of Lake Macquarie Council;

and

b) This restriction does not apply to overhangs, such as eaves that are located a minimum of 2.8 metres above ground level.

**THE BODY OR PERSONS WHOSE CONSENT IS REQUIRED TO RELEASE, VARY OR MODIFY THE
RESTRICTION ON THE USE OF LAND (Z) NUMBERED 1 IN THE PLAN**

Lake Macquarie Council

**THE BODY OR PERSONS WHOSE CONSENT IS REQUIRED TO RELEASE, VARY OR MODIFY THE
EASEMENT TO DRAIN WATER 2 WIDE (AA) NUMBERED 2 IN THE PLAN**

Lake Macquarie Council

TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 3 IN THE PLAN:

(a) no single level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or granosited harditex provided that the proportion of brick and/or brick veneer and or granosited harditex shall not be less than 70% of the total area of the external walls (excluding window and door areas). No double level building or buildings shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or granosited harditex which shall not be less than 50% of the total area of the external walls (excluding window and door areas).

(b) if the lot area is greater than 400 square meters, no main buildings shall be erected or permitted to remain erected on these lots burdened, having a total internal floor area of less than 140 square meters exclusive of car accommodation, external landings and patios.

INITIAL:


INITIAL:

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

LENGTHS ARE IN METRES

SHEET 4 OF 8 SHEETS

PLAN: **DP1306091**

PLAN OF SUBDIVISION OF LOT 300 D.P.1299177
SUBDIVISION CERTIFICATE NO. SC/90/2024
DATED 09/10/2024

if the lot area is less than 400 square meters, no main buildings shall be erected or permitted to remain erected on these lots burdened, having a total internal floor area of less than 110 square meters exclusive of car accommodation, external landings and patios.

- (c) 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.
- (d) no noxious, noisesome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (e) no fence shall be erected on any lot burdened to divide it from any adjoining land owned by Edgeworth Developments PTY Limited without the prior written consent of Edgeworth Developments, its successors or assigns other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to Edgeworth Developments, its successors or assigns and is double lapped and capped timber fence or any colourbond metal fence of a natural earth tone. In favour of any person dealing with the transferees, Edgeworth Developments, its successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. This covenant in regard to fencing shall be binding upon the registered proprietor of any lot burdened, its executors, administrators and assigns only during the ownership of said adjoining land by Edgeworth Developments, its successors or assigns other than purchasers on sale.
- (f) no fence shall be erected or be permitted to remain erected on any lot burdened closer to any street than the house building line required by Lake Macquarie City Council.
- (g) no building shall be erected or permitted to remain erected on any lot burdened having a roof of other than tiles, slate, or colourbond, non-flat metal material, of a natural earth tone, or having a slope less than 17 degrees.
- (h) no building shall be erected or permitted to remain erected on any lot burdened unless such building incorporates either attached or detached covered carparking accommodation for at least one (1) vehicle and one (1) carparking space of which the surface shall be sealed. No attached or detached covered parking shall be constructed unless that structure is constructed of similar material and to a similar standard to the main building.
- (i) no building shall be erected or permitted to remain erected on any lot burdened unless it has a driveway constructed of concrete, pavers, and asphaltic concrete or similar standard materials prior to the occupancy of the building.

INITIAL:

INITIAL: 

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

LENGTHS ARE IN METRES

SHEET 5 OF 8 SHEETS

PLAN: DP1306091

PLAN OF SUBDIVISION OF LOT 300 D.P.1299177
SUBDIVISION CERTIFICATE NO. SC/90/2024
DATED 09/10/2024

- (j) no building shall be erected, or be permitted to remain erected, or occupied by any person, corporation, government or semi-government instrumentality for the purpose of public housing.
- (k) no building shall be permitted or permitted to remain erected on any lot burdened with a solar hot water service unless the storage is located within the building or at the rear of the building at ground level.
- (l) no advertising or hoarding sign including any "for sale" sign shall be displayed or erected on any lot burdened for a period of one (1) year from the date of transfer by Edgeworth Developments PTY Limited without the prior written consent of Edgeworth Developments.
- (m) with the exception of vehicles used in connection with the erection of a dwelling on any lot burdened, no motor truck, lorry, or semi-trailer with a load capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened.
- (n) no mobile home or temporary or permanent moveable improvements including a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened during the construction of the main dwelling.
- (o) any damage caused to the existing concrete footpath or street trees on lot frontage or adjoining lands by lot owner, or builder of dwelling and there contractors, must be rectified at completion of dwelling or 6 month from damage caused whichever comes first.
- (p) any lot that remains vacant is to be kept completely cleared of debris, weeds and self-sewn trees. This maintenance is to be completed at regular intervals no less than four times per year.

**THE BODY OR PERSONS WHOSE CONSENT IS REQUIRED TO RELEASE, VARY OR MODIFY THE
RESTRICTION ON THE USE OF LAND NUMBERED 3 IN THE PLAN:**

Edgeworth Developments PTY Limited
ACN: 116 174 639

TERMS OF RESTRICTION ON THE USE OF LAND (AB) NUMBERED 4 IN THE PLAN:

The area shown as (AB) on the plan is to be managed to the standard of an inner protection area (IPA) as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bush Fire Protection 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones'.

INITIAL:

INITIAL: 

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

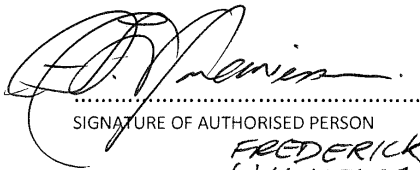
LENGTHS ARE IN METRES

SHEET 6 OF 8 SHEETS

PLAN: DP1306091

PLAN OF SUBDIVISION OF LOT 300 D.P.1299177
SUBDIVISION CERTIFICATE NO. SC/90/2024
DATED 09/10/2024

EXECUTED BY)
EDGEWORTH DEVELOPMENTS PTY LIMITED)
ACN: 116 174 639)
IN ACCORDANCE WITH SECTION 127 OF THE CORPORATIONS ACT:)



.....
SIGNATURE OF AUTHORISED PERSON

.....
~~SIGNATURE OF AUTHORISED PERSON~~

FREDERICK
WILHELM
~~F.W.~~ ANDRIESEN

.....
NAME OF AUTHORISED PERSON
(BLOCK LETTERS)

.....
~~NAME OF AUTHORISED PERSON~~
~~(BLOCK LETTERS)~~

Sole Director / Secretary

.....
POSITION
(BLOCK LETTERS)

.....
~~POSITION~~
~~(BLOCK LETTERS)~~

INITIAL:

INITIAL: 

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

LENGTHS ARE IN METRES

SHEET 7 OF 8 SHEETS

PLAN: **DP1306091**

PLAN OF SUBDIVISION OF LOT 300 D.P.1299177
SUBDIVISION CERTIFICATE NO. SC/90/2024
DATED 09/10/2024

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

Signed, sealed and delivered for

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

**on behalf of Alpha Distribution Ministerial Holding Corporation
pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015** by its attorneys
under power of attorney registered book 4811 no. 888

sign here 

sign here 

Attorney

Attorney

Electronic signature affixed by me or at my
direction on the date below

Electronic signature affixed by me or at my
direction on the date below

print name William Close

print name James Slimnicanovski

Date
electronic
signature
affixed 5 March 2024

Date
electronic
signature
affixed 6 March 2024

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

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





Signature of Witness

Signature of Witness

Electronic signature affixed by me or at my
direction on the date below

Electronic signature affixed by me or at my
direction on the date below

print name Rachael Tiplady

print name Rachael Tiplady

print address 24 Campbell Street, Sydney

print address 24 Campbell Street, Sydney

Date
electronic
signature
affixed 5 March 2024

Date
electronic
signature
affixed 6 March 2024

*s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documents.

INITIAL:

INITIAL:

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

LENGTHS ARE IN METRES

SHEET 8 OF 8 SHEETS

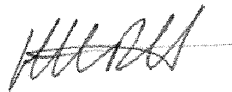
PLAN: DP1306091

PLAN OF SUBDIVISION OF LOT 300 D.P.1299177
SUBDIVISION CERTIFICATE NO. **SC/90/2024**
DATED 09/10/2024

LAKE MACQUARIE CITY COUNCIL BY ITS)
AUTHORISED DELEGATE PURSUANT TO S.377 LOCAL GOVERNMENT ACT 1993.)

HEATH TIMOTHY ROBERTSON

Name of delegate (BLOCK LETTERS)



Electronic signature of me,
Heath Timothy Robertson affixed by me,
on 9 October 2024

Authority of officer - Executed for and on
behalf of Lake Macquarie City Council by its
authorised delegate pursuant to Section 378 of the
Local Government Act 1993.

I CERTIFY THAT I AM AN ELIGIBLE WITNESS AND THAT THE DELEGATE SIGNED)
IN MY PRESENCE.)

JORJA ROCTEUR

Name of Witness (BLOCK LETTERS)



126-138 MAIN ROAD
SPEERS POINT NSW 2284

Address of Witness (BLOCK LETTERS)

Electronic signature of me,
Jorja Rocteur affixed by me,
on 9 October 2024

REGISTERED: 	05/11/2024
---	------------

F 599055



South Wales



Lodgment
Endorsement
Certificate

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

C82514

C82514

FEE SIMPLE.

10-1-52
10/1/52



THE NEWCASTLE WALLSEND COAL COMPANY a Company duly incorporated by act of Parliament of the State of New South Wales (herein called "Transferor") being registered as the proprietor of an Estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests as are notified hereunder in consideration of ONE THOUSAND SIX HUNDRED POUNDS (£ 1,600:0:0.) (the receipt whereof is hereby acknowledged) paid to it by CONCRETE INVESTMENTS PTY LIMITED

(herein called "Transferee")

Doth hereby transfer to the said Transferee

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

County	Parish	State if whole or part	Vol.	Fol.
Northumberland	Kathleen & Teralba	Part and being Lot an area of 32 acres as shown on the Plan annexed hereto, Deposited Plan No. marked "A"	Part 5215.	111.

PLAN DEFILE
PLAN ROOM A1
376944

EXCEPTING thereout all Coal and other minerals lying in the said land other than minerals reserved to the Crown AND RESERVING to the Transferor full and free right and liberty in the course of or as the result of mining operations to let down the surface of the land hereby transferred and the buildings and other improvements thereon without being liable to make any compensation for any damage done or nuisance occasioned thereby to the Transferee or the Lessees or tenants of the Transferee AND the Transferee DOTH HEREBY covenant with the Transferor THAT the Transferee will not use the land hereby transferred for any purpose requiring the erection of any fence dividing the land hereby transferred from the adjoining land of the Transferor without first obtaining the consent in writing of the Transferor PROVIDED that such consent as aforesaid shall not be necessary when any fence as aforesaid shall be erected and maintained without expense to the Transferor AND that the Transferee will not carry on or permit or suffer to be carried on upon the land hereby transferred or any part thereof any chemical works or any noxious or offensive art trade business occupation or calling AND IT IS HEREBY DECLARED

- (a) That the land to which the benefit of the first of the foregoing covenants is appurtenant is the residue of the land comprised in Lot in Deposited Plan Number Certificate of Title Volume 5215 Fol. 111.
- (b) That the land to which the benefit of the second of the foregoing covenants is appurtenant is the residue of the land comprised in Certificate of Title Volume 5215 Folio 111.
- (c) That the land to which the benefit of the foregoing easement is appurtenant is the residue of the land in Certificates of Title Volume 5215. Folio 111. other than the land hereby transferred.

C/T & eventually cancelled

19/1/52

Handwritten signature or initials.

10000 11

ENCUMBRANCES, &c., REFERRED TO.

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

IN WITNESS whereof the Common Seal of The Newcastle Wallsend Coal Company was hereto affixed at Sydney the 8th day of November 1951.

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

Robert George
Secretary

J. H. ...
W. H. ...
H. ...
C. ...
L. B. ...

Transferor

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

Signed in my presence by the Transferee
WHO IS PERSONALLY KNOWN TO ME
The Common Seal of
CONCRETE INVESTMENTS PTY. LIMITED
was hereunto affixed by ... city of a
REGISTERED at the Board of Directors in
the presence of
Herbert Gordon CARTER Director.
and Alan Leigh CHAMBERS Secretary.

H. G. Carter
A. L. Chambers
Transferee.



SHIRE OF LAKE MACQUARIE **F 599055**

LOCAL GOVERNMENT ACT, 1919, Sec. 327. Form 1 (Ord. 32).

COUNCIL CLERK'S CERTIFICATE
to
NEW ROAD OR SUBDIVISION

Council Chambers, Speer's Point,
BOOLAROO, *17th August* 19*51*

No. of Certificate **902**

APPLICANT

Name *Bevan W. P. P. & Son*
(Surname First)

Address *111-113 Chambers, Newcastle*

OWNER.

Name *Newcastle-Walkers Coal Co*

Address *Speers*

NEW ROAD.

Particulars of:—

SUBDIVISION.

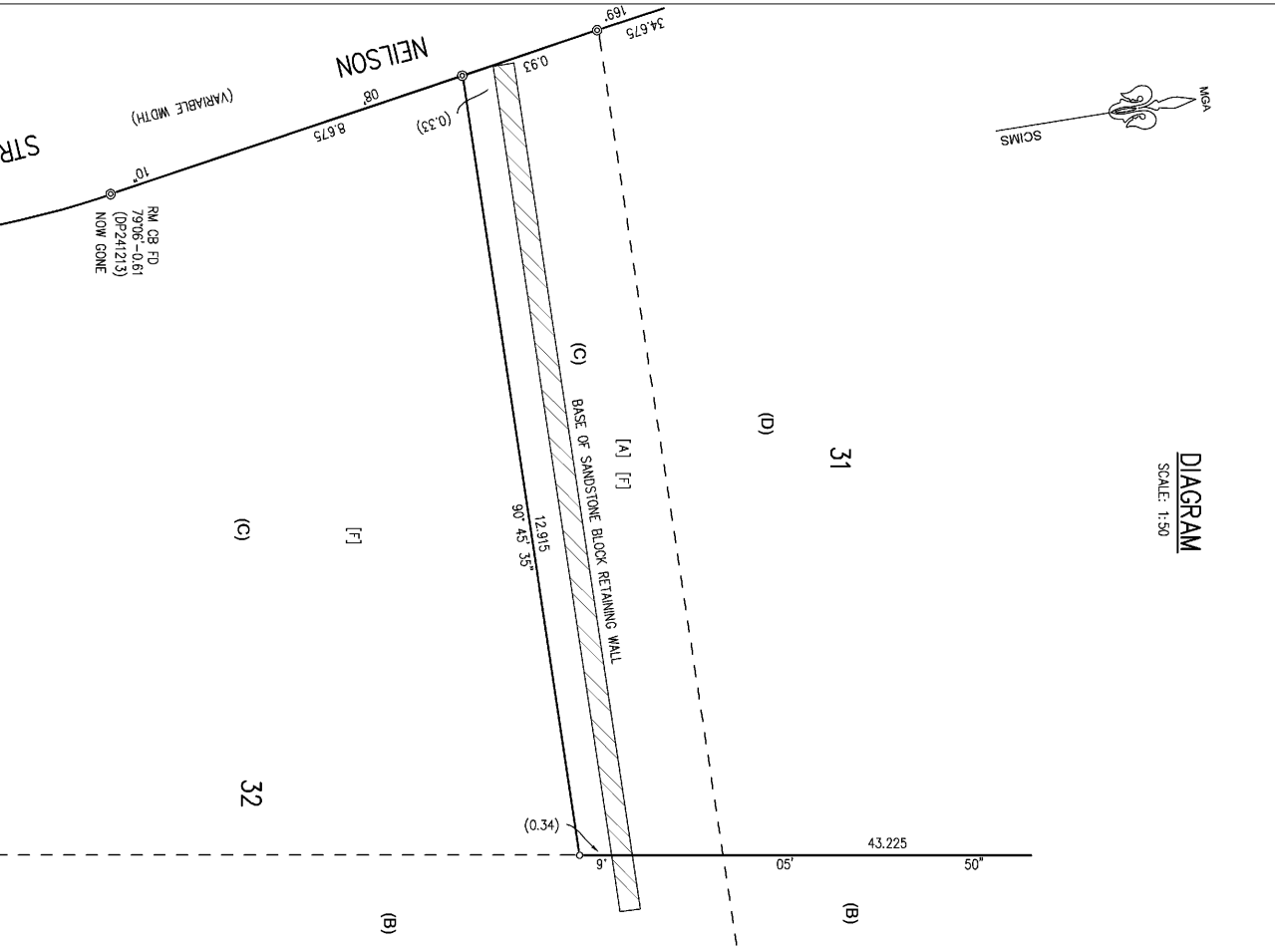
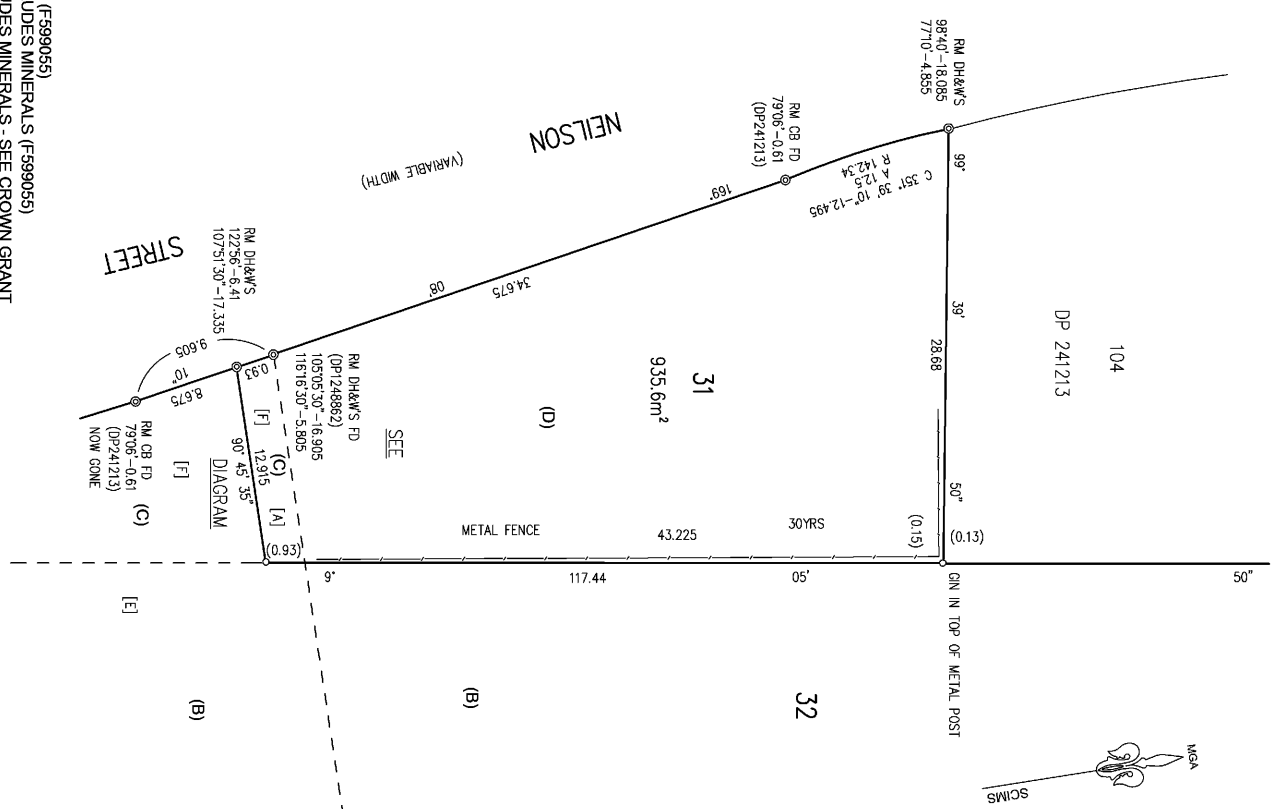
Particulars of:— *Subdivision of part Section 22,
Young Water & Sewer of Seronga County
by Heather & Co*

CERTIFICATE

I hereby certify that the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans) have been complied with by the above-named applicant in relation to the proposed *Subdivision* above described, and more particularly set out on the accompanying plan bearing the Council's seal and marked

COVERED BY COUNCIL CLERK'S CERTIFICATE No. *902* of *17/8/51*
(Date)

Signature *Thomas W. P. P.*
COUNCIL CLERK.



(B) - COVENANT (F599055)
 - LAND EXCLUDES MINERALS - SEE CROWN GRANT
 (C) LAND EXCLUDES MINERALS - SEE CROWN GRANT
 (D) RESTRICTION ON THE USE OF LAND (DP241213)

[A] - EASEMENT FOR SIGNAGE (0.915 WIDE)
 [E] - EASEMENT FOR TRANSMISSION LINE (30.48 WIDE) WIDE G702996
 [F] - EASEMENT FOR TRANSMISSION LINE (30.48 WIDE) WIDE G656741

COORDINATE SCHEDULE			
MARK	M.G.A. CO-ORDINATES	CLASS	ORDER
PM 16280	371982.454	B	2
PM 23571	371972.369	B	2
SMM 7705	371980.359	B	2
DATE OF SMM CO-ORDINATES	14/2/2019		
M.G.A. DATUM	GDA94		
COMBINED SCALE FACTOR 0.999793			

Surveyor: WILLIAM HAMER
 Date of Survey: 14/2/2019
 Surveyor's Ref: 180184-PP2

PLAN OF SUBDIVISION OF LOT 103 IN
 DP 241213 & LOT 99 IN DP 1245862

LGA: LAKE MACQUARIE
 Locality: EDGEWORTH
 Reduction Ratio 1:250
 Lengths are in metres

Registered
 29/07/2019


DP1251290

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

Scale of mm

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Registered: 25/07/2019 Title System: TORRENS	Office Use Only <h1 style="margin: 0;">DP1251290</h1>	Office Use Only
PLAN OF SUBDIVISION OF LOT 103 IN DP 241213 & LOT 99 IN DP 1248862	LGA: LAKE MACQUARIE Locality: EDGEWORTH Parish: TERALBA County: NORTHUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> I, WILLIAM HAMER of TSS Total Surveying Solutions Pty Ltd 8/448 Pacific Highway Lane Cove North NSW 2066 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 14/2/2019, 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 15/2/2018 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: X-Y Type: *Urban/*Rural The terrain is *Level-Undulating/*Steep-Mountainous. Signature: Dated: 21/2/2018 Surveyor Identification No: 1606 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.	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	
Plans used in the preparation of survey/ compilation . DP 241213 DP 1248862 DP 262130 DP 376940 DP 700522 DP 848856 DP 1011589	<p style="text-align: center;">Subdivision Certificate</p> I, <u>DAVID WILLIAM DAVITT</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent Authority: <u>LAKE MACQUARIE CITY COUNCIL</u> Date of endorsement: <u>5 MARCH 2019</u> Subdivision Certificate number: <u>SC/17/2019</u> File number: *Strike through if inapplicable.	
Surveyor's Reference: 180184-DP2	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. Signatures, Seals and Section 88B Statements should appear on <p style="text-align: center;">PLAN FORM 6A</p>	

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  25/07/2019</p>	<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP1251290</h1>
<p>PLAN OF SUBDIVISION OF LOT 103 IN DP 241213 & LOT 99 IN DP 1248862</p>	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
<p>Subdivision Certificate number: <u>SC/17/2019</u>.....</p> <p>Date of Endorsement: <u>5 March 2019</u>.....</p>	

STREET ADDRESSES

Lot	Street Number	Street Name	Street Type	Locality
31	90	Neilson	Street	Edgeworth
32	88	Neilson	Street	Edgeworth


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

1. Easement for Signage 0.915 Wide [A]

If space is insufficient use additional annexure sheet

Surveyor's Reference: 180184-DP2

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheet(s)

Office Use Only	Office Use Only
Registered:  25/07/2019	<h1>DP1251290</h1>
PLAN OF SUBDIVISION OF LOTS 1 & 2 IN DP1011589 & LOT 102 IN DP241213	
Subdivision Certificate number: <u>SC/17/2019</u>	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• 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.
Date of Endorsement: <u>5 March 2019</u>	

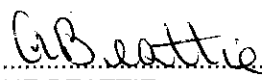
Signatures & Seals

EXECUTED by EDGEWORTH DEVELOPMENTS PTY LTD)
ACN 116 174 639 in accordance with)
section 127 of the Corporations Act:)

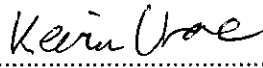

Signature of Sole Director

FREDERICK ANDRIESSEN
Name of Sole Director


JACK BEATTIE


ANNE BEATTIE

KEVIN URANE
Name of Witness


Signature of Witness

5 AQUARIUS AVENUE ELECUMORE VALE
Address of Witness NSW 2207

If space is insufficient use additional annexure sheet

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

Lengths are in metres

Sheet 1 of 2 sheets

Plan: **DP1251290**

Plan of Subdivision of Lot 103 in
DP241213 & Lot 99 in DP1248862

**Full name and address
of the owners of the
land**

JACK BEATTIE & ANNE BEATTIE
90 Neilson Street, Edgeworth 2285

Edgeworth Developments Pty Ltd.
ACN: 116 174 639
16 Blaxland Road, Cardiff, NSW 2285

PART 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Signage (0.915 metres Wide)	31	32

PART 2 (Terms)

1. **Terms of Easement for Signage (0.915 ~~metres~~ Wide) numbered 1 in the Plan:**
 1. Full and free right and liberty for Edgeworth Developments Pty Ltd and its employees, assigns and agents to:
 - a. Enter upon the site of the easement with or without machines and equipment and to construct and maintain an entrance feature sign / statement
 - b. Enter upon the site of the easement with or without equipment to undertake repairs and maintenance of the sign or signs.
 - c. Landscaping may be undertaken in the easement in so far as it does not impact upon, damage or impede the entry sign / statement and is subject to approval by Edgeworth Developments Pty Ltd
 2. Except for the entrance features and associated sign at the date of registration of this instrument, no fence or structure of any kind may be erected within the easement for signage without the written permission of Edgeworth Developments Pty Ltd.

Kevin Chae

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

Lengths are in metres

Sheet 2 of 2 sheets

Plan: **DP1251290**

Plan of Subdivision of Lot 103 in
DP241213 & Lot 99 in DP1248862

EXECUTED by EDGEWORTH)
DEVELOPMENTS PTY LTD)
ACN 116 174 639 in accordance with)
section 127 of the Corporations Act:)

[Handwritten Signature]
.....
Signature of Sole Director

FREDERICK ANDRIESEN
.....
Name of Sole Director

[Handwritten Signature]
.....
JACK BEATTIE

[Handwritten Signature]
.....
ANNE BEATTIE

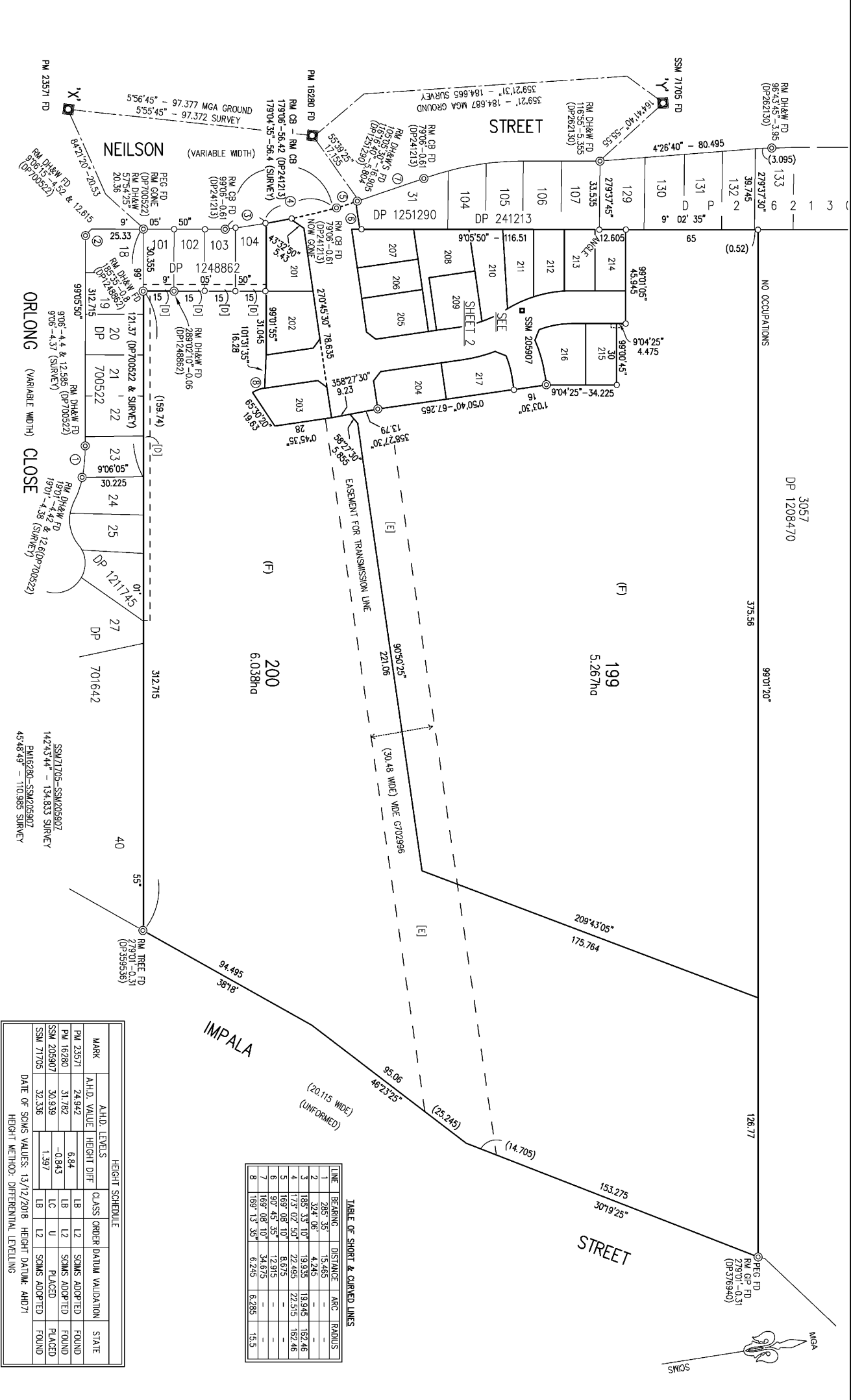
[Handwritten Signature]
.....
Signature of Witness

KEVIN URANE
.....
Name of Witness

5 AQUARIUS AVENUE
.....
ELERMORE VALE
.....
Address of Witness

REGISTERED  25/07/2019

[Handwritten Signature]
.....
~~Council Authorised Person~~
Ref 180184DP-2 - 88B



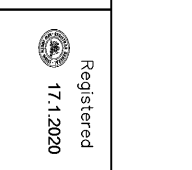
COORDINATE SCHEDULE			
MARK	M.G.A. CO-ORDINATES	CLASS	ORDER
PM 16280	371982.454	6356480.177	B
PM 23571	371972.389	6356383.544	B
SSM 71705	371980.359	6356664.814	B
SSM 205907	372062	6356557.5	U
MGA CO-ORDINATES OF MARKS WITH S.M.S. ORIGINS ARE AS AT 1/2/2018			
COMBINED SCALE FACTOR 0.999293 ZONE 56			

[D] - EASEMENT FOR DRAINAGE OF WATER 2 WIDE (DP 1248862)
 [E] - EASEMENT FOR TRANSMISSION LINE (30.48 WIDE) WIDE DP20396
 (F) - EASEMENT FOR DRAINAGE OF WATER (WHOLE OF LOT 199, 200)

SURVEYOR
 Name: WILLIAM HAWER
 Date: 19/2/2019
 Reference: 180184-DP3

PLAN OF SUBDIVISION OF
 LOT 32 DP1251290 & LOT 100 DP1248862

LGA: LAKE MACQUARIE
 Locality: EDGEWORTH
 Reduction Ratio 1:1250
 Lengths are in metres



DP1251501

TABLE OF SHORT & CURVED LINES

LINE	BEARING	DISTANCE	ARC RADIUS
1	285° 35'	15.465	-
2	324° 06'	4.245	-
3	185° 33' 10"	19.935	182.46
4	173° 02' 50"	22.495	225.15
5	169° 08' 10"	8.675	-
6	90° 45' 35"	12.915	-
7	169° 08' 10"	34.675	-
8	169° 13' 35"	6.285	15.5

HEIGHT SCHEDULE

MARK	A.H.D. VALUE	HEIGHT DIFF	CLASS	ORDER	DATUM	VALIDATION	STATE
PM 23571	24.942	6.84	LB	L2	S.M.S. ADOPTED	FOUND	
PM 16280	31.782	-0.843	LB	L2	S.M.S. ADOPTED	FOUND	
SSM 205907	30.939	1.397	LC	U		PLACED	
SSM 71705	32.336		LB	L2	S.M.S. ADOPTED	FOUND	

DATE OF S.M.S. VALUES: 13/7/2018 HEIGHT DATUM: AHD71
 HEIGHT METHOD: DIFFERENTIAL LEVELLING

TABLE OF EASEMENT BOUNDARIES

LINE	BEARING	DISTANCE	ARC	RADIUS
32	194° 24' 05"	9.72	36.8	10.09
33	69° 54' 50"	13.54	36.8	10.09
34	90° 45' 55"	10	-	-
35	0° 45' 35"	2	-	-
36	270° 45' 35"	6.065	-	-
37	90° 45' 35"	10	-	-
38	43° 41' 10"	13.065	13.895	11.5
39	375° 41' 10"	13.065	17.23	11.5
40	270° 45' 35"	6.065	5.37	11.04
41	107° 07' 20"	18.23	47.2	10.99
42	263° 39' 35"	6.03	61.05	11.315
43	263° 39' 35"	6.03	-	-
44	168° 04' 25"	2	-	-
45	168° 04' 25"	10	-	-
46	168° 04' 25"	10	-	-
47	304° 03' 55"	7.765	7.98	10.1
48	304° 03' 55"	20.93	44.495	11.33
49	189° 03'	16.02	-	-

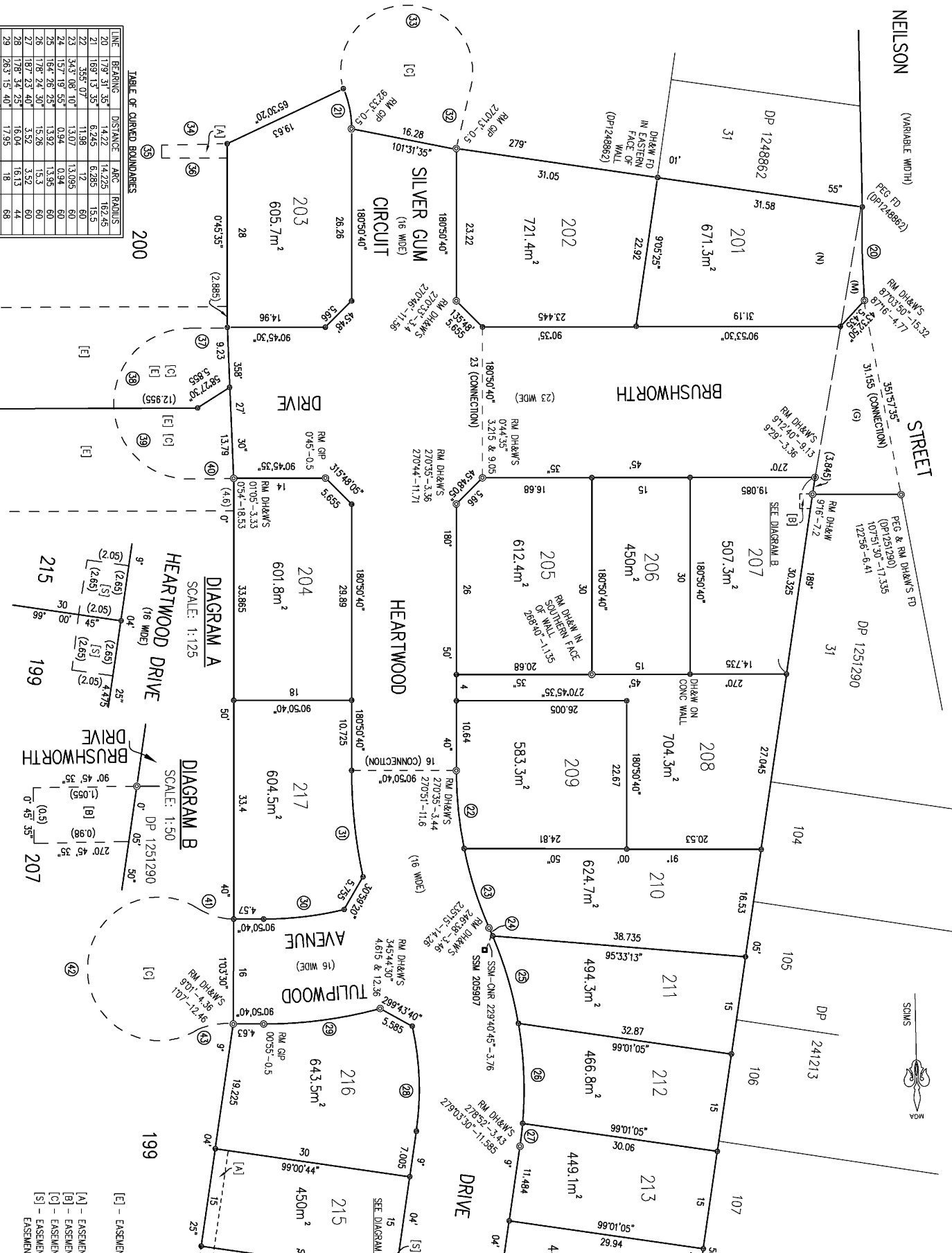
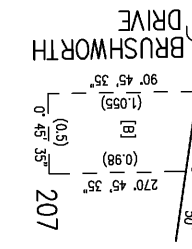
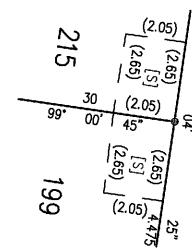


TABLE OF CURVED BOUNDARIES

LINE	BEARING	DISTANCE	ARC	RADIUS
20	179° 31' 35"	14.22	14.225	162.45
21	169° 13' 35"	6.245	6.285	15.5
22	355° 07'	11.98	12	-
23	343° 08' 10"	13.07	13.095	60
24	157° 19' 55"	0.94	0.94	60
25	164° 26' 25"	13.92	13.95	60
26	178° 24' 30"	15.26	15.3	60
27	187° 23' 40"	3.52	3.52	60
28	178° 34' 25"	16.04	16.13	64
29	263° 15' 40"	17.95	18	64
30	264° 00' 50"	12.38	12.405	52
31	354° 40' 50"	16.32	16.35	76



(M) - LAND EXCLUDES MINERALS - SEE CROWN GRANT
 (N) - LAND EXCLUDES MINERALS - F599055
 - COVENANT(F599055)



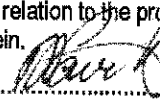
SURVEYOR
 Name: WILLIAM HAMER
 Date: 19/2/2019
 Reference: 180184-DP3

PLAN OF SUBDIVISION OF
 LOT 32 DP1251290 & LOT 100 DP1248862


LGA: LAKE MACQUARIE
 Locality: EDGEWORTH
 Reduction Ratio 1:1250
 Lengths are in metres

Registered
 17.1.2020

DP1251501

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
Registered:  17.1.2020 Title System: TORRENS	DP1251501	Office Use Only Office Use Only
PLAN OF SUBDIVISION OF LOT 32 DP 1251290 & LOT 100 DP 1248862	LGA: LAKE MACQUARIE Locality: EDGEWORTH Parish: TERALBA County: NORTHUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> I, WILLIAM HAMER..... of TSS Total Surveying Solutions Pty Ltd 8/448 Pacific Highway Lane Cove North NSW 2066 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 19/2/2019....., 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, 15/2/2018 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: X-Y..... Type: *Urban/*Rural The terrain is *Level Undulating / *Steep Mountainous. Signature:  Dated: 29/2/2019.. Surveyor Identification No: 1606..... 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.	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	
Plans used in the preparation of survey/compilation. DP 241213 DP 1248862 DP 262130 DP 1251290 DP 376940 DP 700522 DP 848856 DP 1011589	<p style="text-align: center;">Subdivision Certificate</p> I, <u>DAVID WILLIAM PAVITT</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: LAKE MACQUARIE CITY COUNCIL Date of endorsement: 2 SEPTEMBER 2019 Subdivision Certificate number: SC/87/2019 File number: DA/299/2016 *Strike through if inapplicable.	
Surveyor's Reference: 180184-DP3	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE BRUSHWORTH DRIVE, SILVER GUM CIRCUIT, TULIPWOOD AVENUE & HEARTWOOD DRIVE TO THE PUBLIC AS PUBLIC ROAD.	
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)

Office Use Only
 Registered:  17.1.2020

Office Use Only

**PLAN OF SUBDIVISION OF
 LOT 32 DP 1251290 & LOT 100 DP 1248862**

DP1251501

Subdivision Certificate number: SC187/2019
 Date of Endorsement: 2 SEPTEMBER 2019

- 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.

STREET ADDRESSES

Lot	Street Number	Street Name	Street Type	Locality
199	11	BRUSHWORTH	DRIVE	Edgeworth
200	8	BRUSHWORTH	DRIVE	Edgeworth
201	80	NEILSON	STREET	Edgeworth
202	2	SILVER GUM	CIRCUIT	Edgeworth
203	6	BRUSHWORTH	DRIVE	Edgeworth
204	9	BRUSHWORTH	DRIVE	Edgeworth
205	7	BRUSHWORTH	DRIVE	Edgeworth
206	5	BRUSHWORTH	DRIVE	Edgeworth
207	3	BRUSHWORTH	DRIVE	Edgeworth
208	3	HEARTWOOD	DRIVE	Edgeworth
209	5	HEARTWOOD	DRIVE	Edgeworth
210	7	HEARTWOOD	DRIVE	Edgeworth
211	9	HEARTWOOD	DRIVE	Edgeworth
212	11	HEARTWOOD	DRIVE	Edgeworth
213	13	HEARTWOOD	DRIVE	Edgeworth
214	15	HEARTWOOD	DRIVE	Edgeworth
215	8	HEARTWOOD	DRIVE	Edgeworth
216	1	TULIPWOOD	AVENUE	Edgeworth
217	2	TULIPWOOD	AVENUE	Edgeworth

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


1. Easement for Electricity and other Purposes 2.05 Wide [S]
2. Easement for Drainage of Water 1.5 Wide [A]
3. Easement for Signage 0.5 Wide [B]
4. Easement for Temporary Public Access Variable Width [C]
5. Restriction on the Use of Land
6. Restriction on the Use of Land
7. Easement for Drainage of Water (Whole of Lot 199, 200)

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

1. Easement for Transmission line 30.48 Wide (G702996)
2. Easement for Transmission line 30.48 Wide (G656741)

If space is insufficient use additional annexure sheet

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 4 sheet(s)

Registered:  17.1.2020 Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF
LOT 32 DP 1251290 & LOT 100 DP 1248862

DP1251501

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

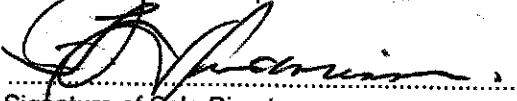
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel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

Subdivision Certificate number: SC/87/2019

Date of Endorsement: 2 SEPTEMBER 2019

Signatures & Seals

EXECUTED by EDGEWORTH DEVELOPMENTS PTY LTD
ACN 116 174 639 in accordance with section 127 of the Corporations Act:

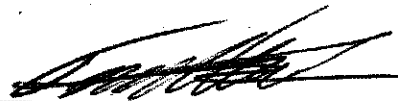

Signature of Sole Director

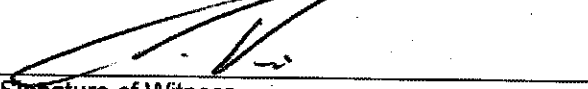
FREDERICK ANDRIESSEN
Name of Sole Director

~~Signature of Director/Secretary~~

~~Name of Director/Secretary~~

Signed for and on behalf of Daniel John Moit, Josephine Ann Moit, Kirsten Moit, Joseph Moit, Amy Moit, Louise Clare Moit, Jonathon Paul Moit, Christopher John Moit, Robert James Moit, MBST SUPER PTY LIMITED CAN 154 174 651, OZTRAC HOLDINGS PTY LIMITED CAN 154 174 651 by its Attorney under a Power of Attorney dated 23 March 2018, Book 4741 No.18 and the Attorney declares that the Attorney has not received any notice of the revocation of such Power of Attorney, in the presence of:


Signature of Attorney
Tony Charles Moit


Signature of Witness

Jae Vici
Name of Witness in full


9 Burns Rd, Wahroonga.
Address of Witness

If space is insufficient use additional annexure sheet

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet ⁴/₄ of ⁴/₄ sheet(s)

Office Use Only
Registered:  17.1.2020

Office Use Only
DP1251501

PLAN OF SUBDIVISION OF
LOT 32 DP 1251290 & LOT 100 DP 1248862

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: SC 187/2019
Date of Endorsement: 2 SEPTEMBER 2019

Certified correct for the purposes of the Real Property Act 1900 by the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorneys who signed this dealing pursuant to the power of attorney specified.

Signed, sealed and delivered for
ERIC Alpha Asset Corporation 1 Pty Ltd
ACN 612 974 044
ERIC Alpha Asset Corporation 2 Pty Ltd
ACN 612 975 023
ERIC Alpha Asset Corporation 3 Pty Ltd
ACN 612 975 032
ERIC Alpha Asset Corporation 4 Pty Ltd
ACN 612 975 078
Blue Asset Partner Pty Ltd ACN 615 217
493
**on behalf of Alpha Distribution
Ministerial Holding Corporation
pursuant to s. 36 of the Electricity
Network Assets (Authorised
Transactions) Act 2015**
by its attorneys under power of attorney
registered book 4734 no. 366

at

sign here ► 
Attorney
print name NIGEL PETER JOHN LOWRY

sign here ► 
Attorney
print name TREVOR MARK ARMSTRONG

I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note*below]

I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note*below]

sign here ► 
Witness
print name Alesa Matis

sign here ► 
Witness
print name Effie Dimitriou

If space is insufficient use additional annexure sheet

Surveyor's Reference: 180184-DP3

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

Lengths are in metres

Sheet 1 of 13 sheets

Plan: **DP1251501**

Plan of Subdivision of Lot 32
DP1251290 & Lot 100 DP1248862
Covered by Subdivision Certificate
No: ~~SC1671~~2019 Dated: 2 SEPTEMBER 2019

**Full name and address
of the owners of the
land**

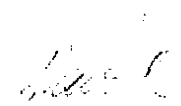
DANIEL JOHN MOIT
JOSEPHINE ANN MOIT
KIRSTEN MOIT
JOSEPH MOIT
AMY MOIT
LOUISE CLARE MOIT
JONATHON PAUL MOIT
CHRISTOPHER JOHN MOIT
ROBERT JAMES MOIT

Tower A,
Suite 1, Level 1,
112 Talavera Rd, North Ryde 2113

Edgeworth Developments Pty Ltd.
ACN: 116 174 639
16 Blaxland Road
Cardiff, NSW 2285

Oztrac Pty Ltd.
ACN: 154 174 651
Tower A,
Suite 1, Level 1,
112 Talavera Rd, North Ryde 2113

MBST Pty Ltd.
ACN 158 954 486
Tower A,
Suite 1, Level 1,
112 Talavera Rd, North Ryde 2113


.....
Council Authorised Person
Ref: 180184DP3 - 88B

**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
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 ACT, 1919.**

Lengths are in metres

Sheet 2 of 13 sheets

Plan: **DP1251501**

Plan of Subdivision of Lot 32
 DP1251290 & Lot 100 DP1248862
 Covered by Subdivision Certificate
 No: SC/87/2019 Dated: 2 SEPTEMBER 2019

PART 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Electricity and other Purposes 2.05 Wide [S]	199, 215	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
2	Easement for Drainage of Water 2 Wide [A]	210 215 199 200	245 216 215, 216 203
3	Easement for Signage 0.5 Wide [B]	207	199
4	Easement for Temporary Public Access Variable Width [C]	199, 200	Lake Macquarie City Council
5	Restriction on the Use of Land	201-203 inclusive	200
6	Restriction on the Use of Land	204-217 inclusive	Every other lot 204-217 inclusive
7	Easement for Drainage of Water (Whole of Lot 199, 200)	199 200	Lake Macquarie City Council

.....
 Council Authorised Person

Ref: 180184DP3 - 88B

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

Lengths are in metres

Sheet 3 of 13 sheets

Plan: **DP1251501**

Plan of Subdivision of Lot 32
 DP1251290 & Lot 100 DP1248862
 Covered by Subdivision Certificate
 No: SC/87/2019 Dated: 2 SEPTEMBER 2019

PART 1a (Release)

Number of item shown in the intention panel on the Plan	Identity of easement, 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 for Transmission line 30.48 Wide (G702996)	201-207 inclusive BRUSHWORTH DRIVE	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
2	Easement for Transmission line 30.48 Wide (G656741)	201 BRUSHWORTH DRIVE	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

PART 2 (Terms)

1. Terms of Easement for Electricity and other Purposes 2.05 Wide [S] numbered 1 in the plan:

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

2. Terms of Easement for Drainage of Water 2 Wide [A] numbered 2 in the plan:

2.1 The owner of the lot benefited may:

(a) with prior reasonable notice given to the owner or occupier of a lot burdened, use the easement site for the purpose of carrying out necessary work (including construction, maintenance and repair) on:

- (i) The lot benefited;
- (ii) Any structure constructed or to be constructed by the owner of the lot benefited,

.....
 Council Authorised Person

Ref: 180184DP3 - 88B

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

Lengths are in metres

Sheet 4 of 13 sheets

Plan: **DP1251501**

Plan of Subdivision of Lot 32
DP1251290 & Lot 100 DP1248862
Covered by Subdivision Certificate
No: **SC187/2019** Dated: **2 SEPTEMBER 2019**

Which cannot otherwise reasonably be carried out;

- (b) do anything reasonably necessary for that purpose including:
- (i) Entering into the lot burdened;
 - (ii) Taking anything onto the lot burdened; and
 - (iii) Carrying out the necessary works.

2.2 In exercising the rights under this clause 2 the owner of the lot benefited must:

- (a) Ensure that all work on the lot benefited is done properly and carried out as quickly as is practicable;
- (b) Cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
- (c) Cause as little damage as is practicable to the lot burdened and any improvement on it;
- (d) Restore the lot burdened as nearly as practicable to its former condition; and
- (e) Make good any collateral damage.

2.3 The owner of the lot burdened must not carry out any development or erect any structures within the easement site which will inhibit the use of the easement site by the owner of the lot benefited.

2.4 No Swimming pool or spa shall be erected or permitted to remain within the restricted site.

**The Name of the Authority to release vary or modify the Easement numbered 2 is:
Lake Macquarie Council.**

3. Terms of Easement for Signage 0.5 Wide [B] numbered 3 in the plan:

3.1 Full and free right and liberty for Edgeworth Developments Pty Ltd and its employees, assigns and agents to:

- a. Enter upon the site of the easement with or without machines and equipment and to construct and maintain an entrance feature sign / statement
- b. Enter upon the site of the easement with or without equipment to undertake repairs and maintenance of the sign or signs.
- c. Landscaping may be undertaken in the easement in so far as it does not impact upon, damage or impede the entry sign / statement and is subject to approval by Edgeworth Developments Pty Ltd

3.2 Except for the entrance features and associated sign at the date of registration of this instrument, no fence or structure of any kind may be erected within the easement for signage without the written permission of Edgeworth Developments Pty Ltd.

4. Terms of ~~Temporary~~ Public Access Variable Width [C] numbered 4 in the plan:

Terms of Right of access as per Part 11 Schedule 4A of the Conveyancing Act 1919 as

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À
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Lengths are in metres

Sheet 5 of 13 sheets

Plan: **DP1251501**

Plan of Subdivision of Lot 32
DP1251290 & Lot 100 DP1248862
Covered by Subdivision Certificate
No: *SC/57/2019* Dated: *2 SEPTEMBER 2019*

amended together with the following addition:

1. The easement is a temporary extension of the adjoining public road and will function as a public road in accordance with the definition of "public road" included in the Roads Act 1993 for the purposes of providing access across the easement site.
2. The easement site is made accessible to the public.
3. The easement will be extinguished upon the extension of the adjoining public road to which it relates.

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

- 5.1 No dividing fence shall be erected on the lot burdened unless it is erected without expense of Daniel John Moit, Josephine Ann Moit, Kirsten Moit, Joseph Moit, Amy Moit, Louise Clare Moit, Jonathon Paul Moit, Christopher John Moit, Robert James Moit, Oztrac Pty Limited ACN 154174 651 or MBST Pty Limited ACN 158 954 486 their successors and assigns other than purchasers on sale.
- 5.2 No structure of a temporary character or nature which is intended for habitation, including, but without limiting the generality thereof, any basement, tent, shed, shack, garage, trailer, camper or caravan, temporary accommodation, temporary sheds/stockpiles shall be erected or permitted to remain on the lot burdened.
- 5.3 No fuel storage tanks (except any such tank or tanks used for oil heating purposes) shall be placed upon or permitted to remain on any lot burdened.
- 5.4 No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted or carried out on any lot burdened.
- 5.5 No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.
- 5.6 No advertisement hoarding sign or matter of any description shall be erected or displayed on any lot burdened BUT nothing in this restriction shall prevent the proprietor of any lot burdened from displaying not more than one (1) sign on the lot burdened advertising the fact that the dwelling on the relevant lot burdened is for sale IF:-
 - 5.6.1 Any such sign does not exceed nine hundred millimeters (900mm) in width and nine hundred millimeters (900mm) in height; and.
 - 5.6.2 Any such sign is painted and/or decorated in its entirety by a professional Sign writer.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À
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ACT, 1919.**

Lengths are in metres

Sheet 6 of 13 sheets

Plan: **DP1251501**

Plan of Subdivision of Lot 32
DP1251290 & Lot 100 DP1248862
Covered by Subdivision Certificate
No: **SC187/2019** Dated: **2 SEPTEMBER 2019**

- 5.7 No motor truck, lorry or semi-trailer with a load carrying capacity exceeding two point five (2.5) tones shall be parked or permitted to remain on any lot burdened unless the same is used in connection with the erection of a dwelling on the relevant lot burdened.
- 5.8 No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened unless the lot burdened is maintained in clean and tidy condition as is practicable having regard to the nature of the construction on the lot burdened.
- 5.9 No clothes line shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road and/or place BUT nothing in this restriction shall prevent the erection and maintenance of a clothes line where all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places.
- 5.10 No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened unless the same is either:
- 5.10.1 not visible from any public road and/or place; or is
- 5.10.2 screened from any public road and/or place in a manner approved by Daniel John Moit, Josephine Ann Moit, Kirsten Moit, Joseph Moit, Amy Moit, Louise Clare Moit, Jonathon Paul Moit, Christopher John Moit, Robert James Moit, Oztrac Pty Limited ACN 154, 174 651 and MBST Pty Limited ACN 158 954 486.
- 5.11 No radio masts and/or antennas shall be erected or permitted to remain on any lot burdened unless the same are not visible from any public road and/or place.
- 5.12 No television masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened.
- 5.13 No Child Care Centre shall be erected or permitted to remain on the lot burdened.
- 5.14 Landscaping must be completed within three (3) months of practical completion (Turn Key) of the home construction process.
- 5.15 No double level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or granosited Harditex

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À
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Lengths are in metres

Sheet 7 of 13 sheets

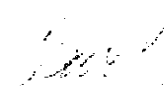
Plan: **DP1251501**

Plan of Subdivision of Lot 32
DP1251290 & Lot 100 DP1248862
Covered by Subdivision Certificate
No: **SC187/2019** Dated: **2 SEPTEMBER 2019**

which shall not be less than 70% on the lower level and 10% on the upper level of the total area of the external walls (excluding Window and door areas).

- 5.16 No main building shall be erected or permitted to remain erected on any Lot burdened, having a total internal floor area of less than 140 square metres exclusive of car accommodation, external landings and patios.
- 5.17 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.
- 5.18 No building shall be erected or permitted to remain erected on any lot burdened having a roof of other than tiles, slate or colourbond non-flat metal material, of a natural earth tone, or having a slope less than 17 degrees.
- 5.19 No building shall be erected or permitted to remain erected on any Lot burdened unless such a building incorporates either attached or detached covered car parking accommodation for at least one (1) vehicle and one (1) car parking space of which the surface shall be sealed. No attached or detached covered parking shall be constructed unless that structure is constructed of similar material and to a similar standard to the main building.
- 5.20 No building shall be erected or permitted to remain erected on any Lot burdened unless it has a driveway constructed of concrete, pavers, and asphaltic concrete or similar standard materials prior to the occupancy of the building.
- 5.21 No building shall be erected, or be permitted to remain erected, or occupied by any person, corporation Government or semi-government instrumentality for the purposes of public housing.

The Name of the Authority to release vary or modify Restriction on the Use of Land numbered 5 is: Daniel John Moit, Josephine Ann Moit, Kirsten Moit, Joseph Moit, Amy Moit, Louise Clare Moit, Jonathon Paul Moit, Christopher John Moit, Robert James Moit, Oztrac Pty Limited ACN 154, 174 651 and MBST Pty Limited ACN 158 954 486


.....
Council Authorised Person

Ref: 180184DP3 - 88B

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À
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ACT, 1919.**

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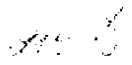
Sheet 8 of 13 sheets

Plan: **DP1251501**

Plan of Subdivision of Lot 32
DP1251290 & Lot 100 DP1248862
Covered by Subdivision Certificate
No: 56187/2019 Dated: 2 SEPTEMBER 2019

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

- 6.1 No single level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or granosited Harditex provided that the proportion of brick and/or brick veneer and or granosited Harditex shall not be less than 70% of the total area of the external walls (excluding window and door areas). No double level building or buildings shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or granosited Harditex which shall not be less than 50% of the total area of the external walls (excluding window and door areas).
- 6.2 No main buildings shall be erected or permitted to remain erected on any lot burdened, having a total internal floor area of less than 140 square meters exclusive of car accommodation, external landings and patios.
- 6.3 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.
- 6.4 No noxious, noisesome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- 6.5 No fence shall be erected on any lot burdened to divide it from any adjoining land owned by Edgeworth Developments Pty Limited without the prior written consent of Edgeworth Developments, its successors or assigns other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to Edgeworth Developments, its successors or assigns and it double lapped and capped timber fence or any colourbond metal fence of a natural earth tone. In favour of any person dealing with the transferees, Edgeworth Developments, its successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. This covenant in regard to fencing shall be binding upon the registered proprietor of any lot burdened, its executors, administrators and assigns only during the ownership of said adjoining land by Edgeworth Developments, its successors or assigns other than purchasers on sale.
- 6.6 No fence shall be erected or be permitted to remain erected on any lot burdened closer to any street than the house building line required by Lake Macquarie City Council.
- 6.7 No building shall be erected or permitted to remain erected on any lot burdened having a roof of other than tiles, slate, or colourbond, non-flat metal material, of a natural earth tone, or having a slope less than 17 degrees.


.....
Council Authorised Person

Ref: 180184DP3 - 88B

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À
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ACT, 1919.**

Length- are in metres

Sheet 9 of 13 sheets

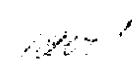
Plan: **DP1251501**

Plan of Subdivision of Lot 32
DP1251290 & Lot 100 DP1248862
Covered by Subdivision Certificate
No: SC187/2019 Dated: 2 SEPTEMBER 2019

- 6.8 No building shall be erected or permitted to remain erected on any lot burdened unless such building incorporates either attached or detached covered carparking accommodation for at least one (1) vehicle and one (1) carparking space of which the surface shall be sealed. No attached or detached covered parking shall be constructed unless that structure is constructed of similar material and to a similar standard to the main building.
- 6.9 No building shall be erected or permitted to remain erected on any lot burdened unless it has a driveway constructed of concrete, pavers, and asphaltic concrete or similar standard materials prior to the occupancy of the building.
- 6.10 No building shall be erected, or be permitted to remain erected, or occupied by any person, corporation, government or semi-government instrumentality for the purpose of public housing.
- 6.11 No building shall be permitted or permitted to remain erected on any lot burdened with a solar hot water service unless the storage is located within the building or at the rear of the building at ground level.
- 6.12 No advertising or hoarding sign including any "for sale" sign shall be displayed or erected on any lot burdened for a period of one (1) year from the date of transfer by Edgeworth Developments Pty Limited without the prior written consent of Edgeworth Developments.
- 6.13 With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened, no motor truck, lorry, or semi-trailer with a load capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened.
- 6.14 No mobile home or temporary or permanent moveable improvements including a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened during the construction of the main dwelling.

**Name of person empowered to release, vary or modify restriction numbered 6
in the plan:**

Edgeworth Developments Pty Limited ACN 116 174 639


.....
Council Authorised Person
Ref: 180184DP3 - 88B

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

Lengths are in metres

Sheet 10 of 13 sheets

Plan: **DP1251501**

Plan of Subdivision of Lot 32
DP1251290 & Lot 100 DP1248862
Covered by Subdivision Certificate
No: SC187/2019 Dated: 2 SEPTEMBER 2019

**7. Terms of Easement for Drainage of Water (Whole of Lot 199,200) numbered 7 in
the plan:**

7.1 The owner of the lot benefited may:

- (a) drain water from any natural source through each lot burdened, but only within the site of this easement, and
- (b) do anything reasonably necessary for that purpose, including:
 - entering the lot burdened, and
 - taking anything on to the lot burdened, and
 - using any existing line of pipes, and
 - carrying out work, such as constructing, placing, repairing or maintaining pipes, channels, ditches and equipment.

7.2 In exercising those powers, the owner of the lot benefited must:

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

**The Name of the Authority to release vary or modify the Easement numbered 7 is:
Lake Macquarie Council.**

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

Lengths are in metres

Sheet 11 of 13 sheets

Plan: **DP1251501**

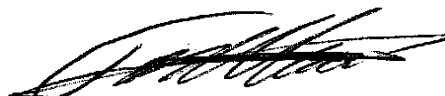
Plan of Subdivision of Lot 32
DP1251290 & Lot 100 DP1248862
Covered by Subdivision Certificate
No: SC187/2019 Dated: 2 SEPTEMBER 2019

EXECUTED by EDGEWORTH)
DEVELOPMENTS PTY LTD)
ACN 116 174 639 in accordance with)
section 127 of the Corporations Act:)

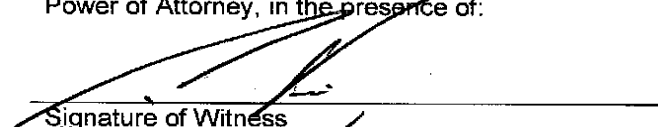


Frederick Andriessen (Sole Director/Secretary)

Signed for and on behalf of Daniel John Moit,
Josephine Ann Moit, Kirsten Moit, Joseph Moit,
Amy Moit, Louise Clare Moit, Jonathon Paul
Moit, Christopher John Moit, Robert James
Moit, MBST SUPER PTY LIMITED CAN 154 174
651, OZTRAC HOLDINGS PTY LIMITED CAN 154
174 651 by its Attorney under a Power of Attorney
dated 23 March 2018, Book 4741 No.18 and the
Attorney declares that the Attorney has not
received any notice of the revocation of such
Power of Attorney, in the presence of:



Signature of Attorney
Tony Charles Moit



Signature of Witness



Name of Witness in full

9 Berns Rd, Wahroonga
Address of Witness



Council Authorised Person
Ref 180184DP3 - 88B

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

Lengths are in metres

12 13
Sheet ~~10~~ of ~~10~~ sheets


Plan: **DP1251501**

Plan of Subdivision of Lot 32
DP1251290 & Lot 100 DP1248862
Covered by Subdivision Certificate
No: SC ~~(87)~~ 2019 Dated: 2 SEPTEMBER 2019

**Certified correct for the purposes of the Real Property Act 1900 by the
Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorneys who
signed this dealing pursuant to the power of attorney specified.**

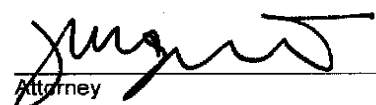
Signed, sealed and delivered for
ERIC Alpha Asset Corporation 1 Pty Ltd
ACN 612 974 044
ERIC Alpha Asset Corporation 2 Pty Ltd
ACN 612 975 023
ERIC Alpha Asset Corporation 3 Pty Ltd
ACN 612 975 032
ERIC Alpha Asset Corporation 4 Pty Ltd
ACN 612 975 078
Blue Asset Partner Pty Ltd ACN 615 217
493
**on behalf of Alpha Distribution
Ministerial Holding Corporation
pursuant to s. 36 of the Electricity
Network Assets (Authorised
Transactions) Act 2015**

by its attorneys under power of attorney
registered book 4734 no. 365

sign here ▶ 

Attorney


print name **NIGEL PETER JOHN LOWRY**

at
sign here ▶ 

Attorney

print name **TREVOR MARK ARMSTRONG**

I certify that I am an eligible witness and that
the Transferee's/Lessee's/Prescribed
Authority's [strike out those not applicable]
attorney signed this dealing in my presence.
[See note*below]

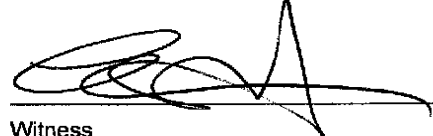
sign here ▶ 

Witness

print name **Alesa Matis**

print address **24 Campbell Street, Sydney**

I certify that I am an eligible witness and
that the Transferee's/Lessee's/Prescribed
Authority's [strike out those not applicable]
attorney signed this dealing in my
presence. [See note*below]

sign here ▶ 

Witness

print name **Emily Scott**

print address **24 Campbell St
Sydney.**

**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
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Sheet 13 of 13 sheets

Plan: **DP1251501**

Plan of Subdivision of Lot 32
DP1251290 & Lot 100 DP1248862
Covered by Subdivision Certificate
No: **SC187/2019** Dated: **2 SEPTEMBER 2019**

Executed for and on behalf of **Lake Macquarie City Council** by its authorised
delegate pursuant to s.377 Local Government Act 1993

[Handwritten signature]
.....
(signature of delegate)

I certify that I am an eligible witness and
that the delegate signed in my presence
[Handwritten signature]
.....
(signature of witness)

.....
(name of delegate)

.....
(name of witness)

REGISTERED  17.1.2020

[Handwritten signature]
.....
Council Authorised Person
Ref: 180184DP3 - 88B

17 June 2024

SARJO CONVEYANCING
PO Box 5248
KAHIBAH NSW 2290

Our Ref:168203
Your Ref:
EDGEWORTH
DEVEL:185360
ABN 81 065 027 868

**PLANNING CERTIFICATE UNDER THE
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

Fee Paid: 67.00
Receipt No: 13432977
Receipt Date: 13 June 2024

DESCRIPTION OF LAND

Address: 10 Heartwood Drive, EDGEWORTH NSW 2285
Lot Details: Lot 300 DP 1299177
Parish: Teralba
County: Northumberland

For: MORVEN CAMERON
GENERAL MANAGER



ADVICE PROVIDED IN ACCORDANCE WITH SUBSECTION (2)

1 Names of Relevant Planning Instruments and Development Control Plans

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

Lake Macquarie Local Environmental Plan 2014

Lake Macquarie Development Control Plan 2014

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 4 Koala habitat protection 2021

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

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

State Environmental Planning Policy (Housing) 2021 -

Chapter 2 Affordable housing

State Environmental Planning Policy (Housing) 2021 –

Chapter 3 Diverse housing

State Environmental Planning Policy (Housing) 2021 –

Chapter 4 Design of residential apartment development

State Environmental Planning Policy (Industry and Employment) 2021 –

Chapter 3 Advertising and signage

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 2 State and regional development

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 4 Concurrences and consents

State Environmental Planning Policy (Precincts—Central River City) 2021 –

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts-Eastern Harbour City) 2021 –

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts-Regional) 2021

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts—Western Parkland City) 2021 –

Chapter 2 State significant precincts

State Environmental Planning Policy (Primary Production) 2021 –

Chapter 2 Primary production and rural development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 3 Hazardous and offensive development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 4 Remediation of land

State Environmental Planning Policy (Resources and Energy) 2021 –

Chapter 2 Mining, petroleum production and extractive industries

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 2 Infrastructure

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 3 Educational establishments and child care facilities

State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development

- (2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

Lake Macquarie Draft Development Control Plan 2014

- (3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if —
- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
 - (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.
- (4) In this section, proposed environmental planning instrument includes a planning proposal for a Local Environmental Plan or a Draft environmental planning instrument.

2 Zoning and land use under relevant Local Environmental Plans

- (1) The following answers (a) to (f) relate to the instrument (see 1(1) above).

- (a) (i) The identity of the zone applying to the land.
- R2 Low Density Residential
- under Lake Macquarie Local Environmental Plan 2014
- (ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.
- Exempt development as provided in Schedule 2; Home-based child care; Home occupations

- (iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.

Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Hostels; Kiosks; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Sewage reticulation systems; Sewage treatment plants; Shop top housing; Tank-based aquaculture; Water recreation structures; Water recycling facilities; Water supply systems

- (iv) The purposes for which the Instrument provides that development is prohibited within the zone.

Any other development not specified in item (ii) or (iii)

NOTE: The advice in sections (a) above relates only to restrictions that apply by virtue of the zones indicated. The Lake Macquarie LEP 2014 includes additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.

- (b) Whether additional permitted uses apply to the land,

No

- (c) 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 minimum land dimensions so fixed.

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

- (d) Whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,

No

- (e) Whether the land is in a conservation area (however described).

No

- (f) Whether an item of environmental heritage (however described) is situated on the land.

Local Environmental Plan 2014 Schedule 5 Part 1 Heritage Items

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 1 Heritage items.

Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas.

Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites.

Local Environmental Plan 2014 Schedule 5 Part 4 Landscape Items

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 4 Landscape items.

Local Environmental Plan 2004 Schedule 4 Part 1 Heritage Items

There are no heritage items listed for this land within Local Environmental Plan 2004 Schedule 4 Part 1.

Local Environmental Plan 2004 Part 11 Clause 150 Environmental Heritage

There are no heritage items listed for this land within Local Environmental Plan 2004 Part 11 Clause 150 – South Wallarah Peninsula.

Local Environmental Plan 2014 Heritage Map

The land is not identified as a Village Precinct on the Heritage Map.

NOTE: An item of environmental heritage, namely Aboriginal heritage, listed within the Aboriginal Heritage Information Management System (AHIMS), may affect the land. Aboriginal objects are protected under the National Parks and Wildlife Act 1974. If Aboriginal objects are found during development, works are to stop and the Office of Environment and Heritage (OEH) contacted immediately. For further information and to access the AHIMS registrar, refer to <http://www.environment.nsw.gov.au>

- (2) The following answers relate to the Draft Instrument (see 1(2) above).
- (a) Nil

NOTE: The advice in section (a) above relates only to restrictions that apply by virtue of the zones indicated. The Draft instrument may include additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.

- (b) Whether draft additional permitted uses apply to the land
No
- (c) Whether any draft development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so

fixed.

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

- (d) Whether the land is in a draft area of outstanding biodiversity value under *the Biodiversity Conservation Act 2016*,
No
- (e) Whether the land is in a draft conservation area (however described).
No
- (f) Whether a draft item of environmental heritage (however described) is situated on the land.
No

3 Contributions Plans

- (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

Lake Macquarie City Council Development Contributions Plan - Glendale Contributions Catchment - 2015

The Lake Macquarie City Council Section 7.12 Contributions Plan – Citywide 2019

- (2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4, and the name of the Ministerial planning order in which the region is identified.

Yes,

The subject land is within The Lower Hunter Region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies.

- (3) If the land is in a special contributions area to which a continued 7.23 determination applies,

Nil

- (4) In this section continued 7.23 determination means a 7.23 determination that -

(a) has been continued in force by the Act, Schedule 4, Part 1, and

(b) has not been repealed as provided by that part.

NOTE: The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

4 Complying development

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

Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Low Rise Housing Diversity Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Housing Alterations Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Commercial and Industrial Alterations Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Commercial and Industrial (New Buildings and Additions) Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Subdivisions Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Rural Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Greenfield Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

General Development Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Demolition Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Fire Safety Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Container Recycling Facilities Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

5 Exempt development

The extent to which the land is land on which exempt development may be carried out under each of the codes for exempt development because of the provisions of clauses 1.16(1)(b1)–(d) or 1.16A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Note: If a lot is not specifically listed in this section then, Exempt development under this Code **MAY** be carried out on the lot.

6 Affected building notices and building product rectification orders

- (1) (a) Whether there is any affected building notice of which the council is aware that is in force in respect of the land.

No, Council **has not** been notified that an affected building notice is in force in respect of this land.

- (b) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with.

A building rectification order **is not** in force in respect of this land.

- (c) Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

A notice of intention to make a building product rectification order **has not** been given in respect of this land.

- (2) In this section -

Affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017

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

7 Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Section 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

No

8 Road widening and road realignment

Whether the land is affected by any road widening or realignment under:

- (a) Division 2 of Part 3 of the *Roads Act 1993*.

No

- (b) any environmental planning instrument.

No

- (c) any resolution of the Council.

No, other road widening proposals may affect this land and if so, will be noted on the Section 10.7 Subsection (5) certificate.

9 Flood related development controls information

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

No

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

No

- (3) In this section -

flood planning area has the same meaning as in the Flood Risk Management Manual.

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

probable maximum flood has the same meaning as in the Flood Risk Management Manual.

10 Council and other public authority policies on hazard risk restrictions

- (1) Whether or not the land is affected by a **POLICY** that restricts the development of the land because of the likelihood of:

- (a) land slip or subsidence

Yes

Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by Council's geotechnical areas map. The map is available for viewing at the Council. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.

- (b) bushfire

Yes

- (c) tidal inundation

No

- (d) acid sulfate soils

Yes

Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake

Macquarie Development Control Plan No.1 apply when development is proposed on land covered by the Acid Sulfate Soils Map. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.

- (e) contaminated or potentially contaminated land

Yes

Council has adopted a policy that may restrict development of Contaminated or Potentially Contaminated land. This policy is implemented when zoning, development, or land use changes are proposed. Consideration of Council's adopted Policy and applicable DCP, and the application of provisions under relevant State legislation is recommended. Some form of contamination was confirmed on this site in the past. Council can provide additional information from its records for this site on request, including details of any remediation works that have occurred. Information from a site audit statement, site audit report, or a Stage 4 validation report indicate that contaminants are now below the contaminated land investigation threshold levels.

- (f) aircraft noise

No

- (g) salinity

No

- (h) any other risk (other than flooding).

No

- (2) In this section —

adopted policy means a policy adopted —

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

NOTE: **The absence of a council policy restricting development of the land by reason of a particular natural hazard does not mean that the risk from that hazard is non-existent.**

11 Bush Fire Prone Land

Note: If a lot is not specifically listed in this section then, **NONE** of that lot is bush fire prone land.

Lot 300 DP 1299177 - ALL of the land is bush fire prone land.

12 Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division

No. Council **has not** been notified that a residential premises erected on this land has been identified in the NSW Fair Trading Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

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

NOTE: The advice in section 13 above relates only to a Mine Subsidence District. Further information relating to underground mining which may occur outside Mine Subsidence Districts should be sought. Underground mining information can be found on the Subsidence Advisory NSW website.

14 Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.
Nil
- (2) The date of any subdivision order that applies to the land.
Not Applicable
- (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

15 Property Vegetation Plans

The land IS NOT subject to a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force).

16 Biodiversity stewardship sites

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

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.

17 Biodiversity Certified Land

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

NOTE: Biodiversity certified land includes land certified under the [Threatened Species Conservation Act 1995](#), Part 7AA that is taken to be certified under the [Biodiversity Conservation Act 2016](#), Part 8.

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

Has an order 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).

The land IS NOT subject to an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

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

Whether the owner (or any previous owner) of the land has 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).

Nil

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 the commencement of section 553B of the *Local Government Act 1993*.

20 Conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, a statement setting out terms of a kind referred to in the Policy, clause 88(2) that have been imposed as a condition of development consent granted after 11 October 2007 in relation to the land.

Nil

21 Site compatibility certificates and conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.

Council is not aware of any site capability certificate for any proposed development on the land.

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

Nil

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

Council is not aware of any conditions of a development consent referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

- (4) In this section—

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

22 Water or sewerage services

Whether water or sewerage services are, or are to be, provided by a utility, other than a public water utility, under the Water Industry Competition Act 2006.

No

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:

Matters arising under the Contaminated Land Management Act 1997 (s59 (2))

- (a) The land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No

- (b) The land to which the certificate relates is subject to a management order within the meaning of that Act - if it is subject to such an order at the date when the certificate is

issued,

No

- (c) The land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,

No

- (d) The land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

- (e) The land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No



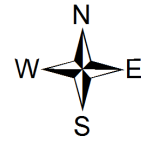
HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack
10 HEARTWOOD
EDGEWORTH NSW

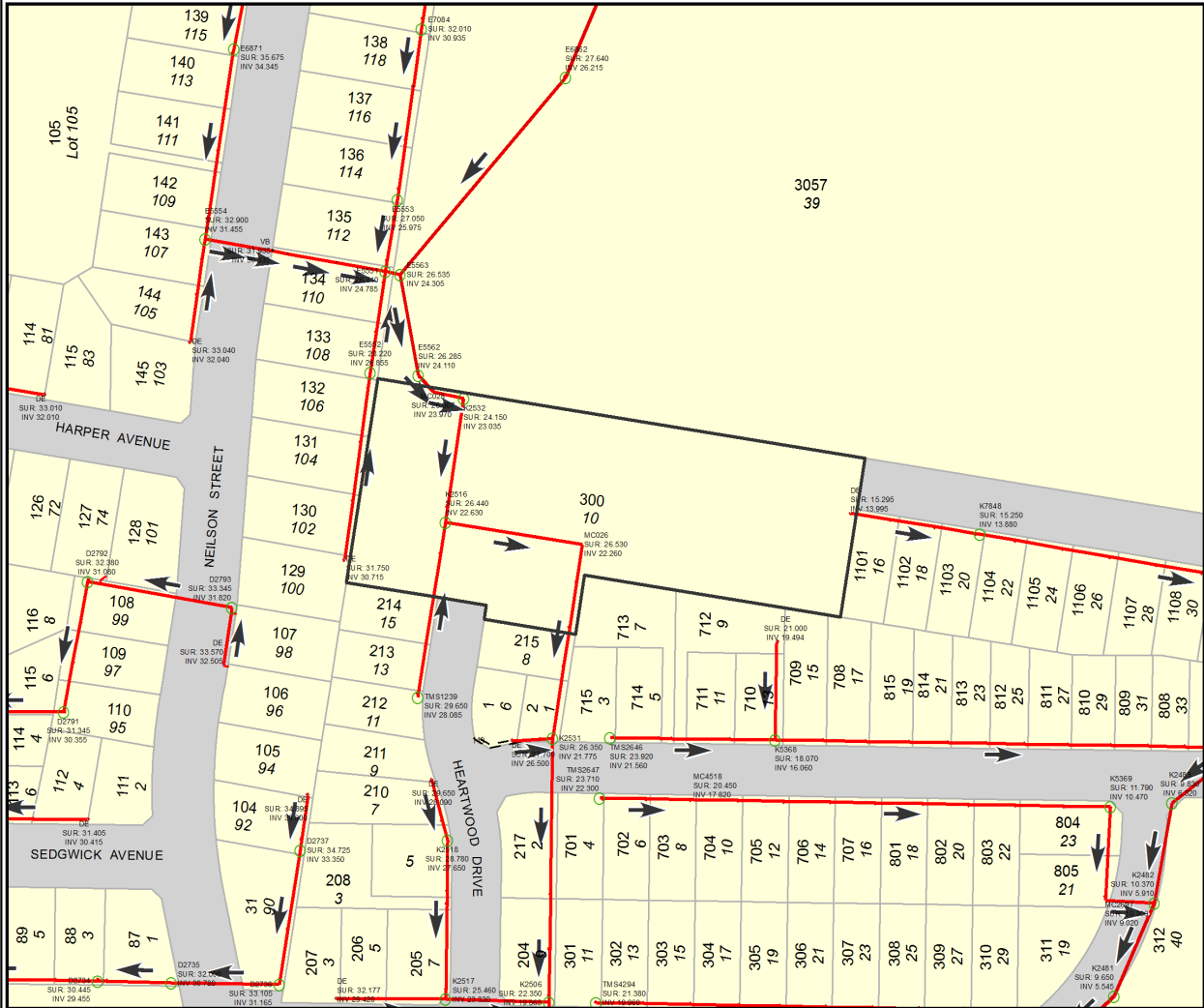
APPLICATION NO.: 2279782

APPLICANT REF: M 24/1855

RATEABLE PREMISE NO.: 9999939482

PROPERTY ADDRESS: 10 HEARTWOOD DR EDGEWORTH 2285

LOT/SECTION/DP:SP: 300//DP 1299177



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: 13/06/2024

Scale at A4: 1:2,000

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CONTOUR DATA © AAMHatch
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SEWER/WATER/RECYCLED WATER
UTILITY DATA
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