

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	First National Real Estate Engage Eastlakes	Phone: 02 4947 7877 Ref: Elizabeth Beecham Email: <a href="mailto:salessupport@fnee.com.au">salessupport@fnee.com.au</a>
co-agent		
vendor	██ ██ ██	
vendor's solicitor	Turnbull Hill Lawyers 29 Smith Street CHARLESTOWN NSW 2290	Tel: 4904 8000 Fax: Ref: Natalie Power Email: <a href="mailto:npower@turnbullhill.com.au">npower@turnbullhill.com.au</a>
date for completion	See special condition 20 <del>day after the contract date</del> (clause 15)	
land (address, plan details and title reference)	<b>2/27 Tinobah Place, Maryland, NSW, 2287</b> Lot 2 in Deposited Plan SP51053 Folio Identifier 2/SP51053	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> ceiling fans <input checked="" type="checkbox"/> other: auto garage door & 1 remote, garden shed including shelves	<input checked="" type="checkbox"/> clothes line <input type="checkbox"/> curtains <input checked="" type="checkbox"/> dishwasher <input type="checkbox"/> EV charger	<input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> insect screens <input checked="" type="checkbox"/> light fittings <input type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> range hood <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> TV antenna
exclusions	Nil			
purchaser				
purchaser's solicitor				Phone: Fax: Ref: Email:
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><b>Signed by</b></p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p><b>Signed by</b> _____</p> <p>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>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person      _____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held      _____</p> <p>Office held</p>	<p><b>Signed by</b> _____</p> <p>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>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person      _____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held      _____</p> <p>Office held</p>

**Choices**

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

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

**Manual transaction** (clause 30)  NO  yes

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

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

**Land tax** is adjustable  NO  yes

**GST:** Taxable supply  NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply  NO  yes

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

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

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

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

## List of Documents

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

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

**Cherelle Vines**  
**1/27 Tinobah Place, Maryland**

## SPECIAL CONDITIONS



The following Special Conditions form part of the Contract for Sale of Land made the \_\_\_\_\_ day of \_\_\_\_\_ 2024 between **Cheryl Fay Meiners & Sharon Elizabeth Godsell** as Vendor of the one part and \_\_\_\_\_ as Purchaser of the other part.

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### 1. Notice to Perform and Complete

- 1.1 Should any event arise entitling either party to issue a Notice to Perform upon the other, then the parties agree that a period of seven (7) days from the service of such a Notice making time of the essence shall be a proper and reasonable time.
- 1.2 If either party serves on the other a Notice to Complete, the party served shall not object to the Notice on the ground that the time stipulated for completion is unreasonable if that time is not less than fourteen (14) days.
- 1.3 The party serving a Notice to Complete may:
  - (a) at any time withdraw the Notice to Complete by further notice to the party in default; and
  - (b) at its option issue a further Notice to Complete.

### 2. Delivery of Notices

- 2.1 Notwithstanding anything contained in Clause 20.6 hereof, any notice or document under or relating to this Contract shall be deemed to have been served on the recipient and the recipient's solicitor on the day after it is delivered to the serving party via email.

### 3. Death, Liquidation, etc.

- 3.1 Without affecting any other right of the parties, if either party:
  - (a) being an individual:
    - i) dies; or
    - ii) becomes incapable because of unsoundness of mind to manage the party's own affairs,either party can rescind; or
- 3.2 being a company:
  - (a) resolves to go into liquidation;
  - (b) has a petition for its winding up presented and not withdrawn within thirty (30) days of presentation;

- (c) enters into any scheme of arrangement with its creditors under the relevant provisions of the Corporations Law or any similar legislation; or
- (d) has a liquidator, provisional liquidator, administrator, receiver or receiver and a manager of it appointed,

such party will have failed to comply with an essential provision of this contract and either party can terminate.

#### **4. Guarantee where Purchaser is a Proprietary Company**

- 4.1 If the Purchaser of the property is a company, the officers (as well as any other persons who sign this Contract on behalf of the Purchaser, or who attest the seal of the Company on this Contract):
  - (a) jointly and separately guarantee all obligations of the Purchaser under this contract, including the payment of the purchase price;
  - (b) jointly and separately indemnify the Vendor in respect of any default of the Purchaser under this contract.
- 4.2 This guarantee and indemnity is given by each Guarantor as principal and is not discharged or released by any release or variation of this Contract between the Vendor and the Purchaser.
- 4.3 This Special Condition is an essential term of this Contract.

#### **5. Warranty as to Agent**

- 5.1 The Purchaser warrants that he was not introduced to the property by any Real Estate Agent other than the Agent shown as the "Vendor's Agent" or "Co-Agent" on the front page of this Contract.
- 5.2 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 the Vendor.
- 5.3 The provisions of this Special Condition will not merge on completion of this Contract.

#### **6. Alterations to Contract**

- 6.1 Each party ("the warrantor") warrants to the other party that any alteration made to the counterpart Contract signed by the warrantor, either before or after such signature, has been made by or with the authority of the warrantor, and indemnifies the other party against any breach of this warranty.

#### **7. Water Consumption**

- 7.1 Clause 14.1 of this Contract is hereby varied by the addition of the following sentence after the word "liable," in the third line:

The amounts and figures for water consumption furnished by the relevant water rating authority, even if estimated or provisional, shall be conclusive for the purposes of such adjustment.

## **8. Annexing as agent for the Vendor**

8.1 The Purchaser acknowledges that, if before this Contract was signed by or on behalf of the Purchaser, documents of the kind referred to in this Contract were attached to this Contract by or on behalf of the Purchaser (or the solicitor for the Purchaser) at the request of the Vendor or the solicitor for the Vendor, the person so attaching those documents or copies of documents did so as the agent of the Vendor.

## **9. Financial capacity of Purchaser**

9.1 The Purchaser warrants to the Vendor that the Purchaser either:

- (a) holds a current loan approval in an amount and upon terms satisfactory to the purchaser and sufficient to enable the Purchaser to complete this Contract within the time stipulated herein, and upon the terms and conditions set out herein. The Purchaser further acknowledges that the Vendor relies upon this warranty in entering into this Contract; or
- (b) does not require finance to complete this Contract.

## **10. Purchaser Acknowledgment**

10.1 The Purchaser acknowledges:

- (a) he has not been induced to enter into this Contract for Sale of Land by any statement made or given by the Vendor or on behalf of the Vendor;
- (b) the property is sold in its present state of repair and condition as inspected by the Purchaser;
- (c) he has relied entirely upon his own inspection of the property herein; and
- (d) that he will not make any objection, requisition or claim for compensation in regard to the foregoing matters or any of them.

## **11. Condition of Inclusions**

11.1 The inclusions listed in this Contract are included in the purchase and the purchase price. The Purchaser:

- (a) acknowledges that none of the inclusions are new, and
- (b) acknowledges that the Vendor has not made and does not make any representation or warranty as to the state of repair or condition of the inclusions; and
- (c) shall accept the inclusions on the date on which the Purchaser is entitled to possession of the property in the state of repair and condition that the inclusions are now in, reasonable wear and tear between the date of this Contract and the date upon which

the Purchaser becomes entitled to possession of the property under this Contract excepted.

11.2 The Purchaser acknowledges that the title to the inclusions shall pass to the Purchaser on completion of this Contract and the Vendor shall not be required to give formal delivery of the inclusions to the Purchaser. The Vendor shall not be responsible for any mechanical breakdown after the making of this Contract in respect of any of the inclusions.

## **12. Liquidated Damages**

12.1 Where:

- (a) the Vendor is ready, willing and able to execute the assurance of the property and complete this Contract; and
- (b) the Purchaser does not complete this Contract on the date for completion;

the Purchaser must pay to the Vendor on completion:

- i) the sum of \$396.00 on account of the additional legal fees incurred by the Vendor because of the delay; and
- ii) liquidated damages on the balance of the purchase price at the rate of eight per cent (8%) per annum (calculated daily) from and including the day after the date for completion to the actual date of completion. The purchaser acknowledges that the payments required under this sub-paragraph (b) represent a genuine pre-estimate of the liquidated damages likely to be suffered by the Vendor as a result of completion not taking place on or before the date for completion.

12.2 The parties agree that the payments under this special condition are made on account of damages and that the Vendor shall not be required to settle unless such amounts are paid by the Purchaser on completion.

12.3 The Vendor's right to the payments under this special condition shall not limit any other rights the Vendor may have against the Purchaser as a result of the Purchaser's failure to complete this Contract in accordance with the provisions of this Contract.

## **13. Claims for Compensation**

13.1 Notwithstanding the provisions of Clauses 6 and 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.

## **14. GST - Residential**

14.1 The purchaser warrants that the property will be used predominantly for residential accommodation. The Purchaser will indemnify the Vendor against any liability to pay GST arising from breach of this warranty. The provisions of this special condition shall not merge on completion.



## **15. Requisitions on Title**

15.1 The Purchaser agrees that the only form of general Requisitions on Title the Purchaser may make pursuant to Clause 5 shall be in the form of the Requisitions on Title annexed hereto.

## **16. Amendments to Printed Provisions**

16.1 The printed provisions of this contract are amended as follows:

- (a) Clause 7.1.1 – delete “5%” and in lieu thereof insert “1%”;
- (b) Clause 7.2.4 – delete “and the costs of the Purchaser”;
- (c) Clause 8.1.1 – delete “, on reasonable grounds,”;
- (d) Clause 8.1.2 – delete “and those grounds,”;
- (e) Clauses 10.1.8 and 10.1.9 – delete "substance" and insert in lieu thereof "existence";
- (f) Clause 23.5.2 – delete “but is disclosed in this Contract”.
- (g) Clause 23.6 – delete.
- (h) Clause 25.1.1 – delete “, limited”;
- (i) Clause 25.2 - delete “7” and insert in lieu thereof “21”;
- (j) Clause 25.7 – delete;
- (k) Clause 28 – delete.

## **17. Electronic Execution by Purchaser**

17.1 The parties acknowledge and agree that the execution of this Contract by the Purchaser may be effected by the use of either scanned or emailed signatures (hereinafter called “the manner of the Purchaser’s execution of this Contract”).

17.2 The parties agree that they will not make any objection or claim any right to terminate or rescind this Contract or delay the completion of this Contract, due to the manner of the Purchaser’s execution of this Contract.

17.3 The Purchaser agrees to provide to the Vendor the original signature page of this Contract within twenty-one (21) days after the date of this Contract.

## **18. Electronic Execution by Vendor**

18.1 The parties acknowledge and agree that the execution of this Contract by the Vendor may be effected by the use of either scanned or emailed signatures (hereinafter called “the manner of the Vendor’s execution of this Contract”).

18.2 The parties agree that they will not make any objection or claim any right to terminate or rescind this Contract or delay the completion of this Contract, due to the manner of the Vendor’s execution of this Contract.

18.3 The Vendor agrees to provide to the Purchaser the original signature page of this Contract within twenty-one (21) days after the date of this Contract.

## **19. Electronic Execution of the Contract**

19.1 For the purpose of interpreting this clause, Digital Signature and Digitally Sign have the same meaning given to those terms in the Electronic Conveyancing National Law (NSW).

19.2 The Parties acknowledge and agree that execution of this Contract by either party may be effected by the use of a Digital Signature, using whatever software programme that party wishes to use for that purpose.

19.3 The Parties agree that they will not make any objection or claim any right to terminate or rescind this Contract or delay the completion of this Contract, due to the use of a Digital Signature on this Contract.

19.4 If this contract is electronically sent by email to either party's solicitor bearing one of the parties' Digital Signatures, then it will be taken to have the same effect as physical delivery of that document, bearing the original signature of the person who Digitally Signed it.

## **20. Subject to Probate**

20.1 Completion of this Contract is conditional upon a Grant of Probate or Letters of Administration being made to the Vendor in the estate of the late Lionel Henry Pearsall within six (6) months of the date of this contract.

20.2 The Vendor must serve notice on the Purchaser promptly upon receipt of such grant.

20.3 In the event of Probate or Letters of Administration not being granted to the Vendor within six (6) months of the date of this Contract, either party will be entitled to immediately rescind this Contract by written notice to the other and the provisions of Clause 19 will apply.

20.4 Prior to or simultaneous with completion of this matter, registration of a Transmission Application will be effected on the PEXA platform to enable registration of the property into the Vendor's name.

20.5 Notwithstanding any other notation, provision or otherwise of this Contract, the Completion Date for the purpose of this contract will be the later of:

- (a) thirty-five (35) days from the date of this Contract, and
- (b) The date being fourteen (14) days from the Vendor's service of the notice referred to in clause 20.2 above.

## **21. Conflict**

21.1 If there is any conflict or inconsistency between these Special Conditions and the printed clauses of this Contract, these Special Conditions shall apply to the extent of such conflict or inconsistency.

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

**Purchaser:**  
**Vendor:** Cheryl Fay Meiners & Sharon Elizabeth Godsell  
**Property:** 2/27 Tinobah Place, Maryland  
**Date:**

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### 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 (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*? If so, please provide details.
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 NSW Civil and Administrative Tribunal for an order?
  - (b) have any orders been made by the NSW Civil and Administrative Tribunal? 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 and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
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 any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoing 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?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

### Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. 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.
16. In respect of the Property and the common property:
  - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* 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 on the Property? 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 on the Property? 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 (NSW)*.
  - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
  - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
    - i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
    - ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
20. (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
- (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

**Affectations, notices and claims**

21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - iv) any realignment or proposed realignment of any road adjoining them?

- v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

**Applications, Orders etc**

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
- (a) orders of the Tribunal;
  - (b) notices of or investigations by the Owners Corporation;
  - (c) notices or orders issued by any Court; or
  - (d) notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
- (a) a collective sale of the strata scheme; or
  - (b) a redevelopment of the strata scheme?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

**Owners Corporation management**

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
  - (b) when does the term of each appointment expire; and
  - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
  - (b) fire safety;
  - (c) occupational health and safety;
  - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
  - (e) the preparation and review of the 10 year plan for the capital works fund; and
  - (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?

44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

**Capacity**

45. 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**

46. If not attached to the Contract and the transaction is not an excluded transaction, any clearance certificate under Section 14-220 of Schedule I of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
47. 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.
48. 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.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. 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 the completion date.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/SP51053

SEARCH DATE	TIME	EDITION NO	DATE
20/5/2024	4:09 PM	8	9/3/2023

LAND

LOT 2 IN STRATA PLAN 51053  
AT MARYLAND  
LOCAL GOVERNMENT AREA NEWCASTLE

FIRST SCHEDULE

LIONEL HENRY PEARSALL (ND AS915245)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP51053
- 2 AC276779 MORTGAGE TO PERPETUAL TRUSTEE COMPANY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

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



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP51053

SEARCH DATE	TIME	EDITION NO	DATE
20/5/2024	4:09 PM	2	22/1/2008

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 51053  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MARYLAND  
LOCAL GOVERNMENT AREA NEWCASTLE  
PARISH OF HEXHAM COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM SHEET 1 SP51053

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 51053  
ADDRESS FOR SERVICE OF DOCUMENTS:  
27 TINOBAH PLACE  
MARYLAND 2287

SECOND SCHEDULE (6 NOTIFICATIONS)

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 2 STRATA SCHEMES MANAGEMENT REGULATION 2016
- EASEMENT(S) APPURTENANT TO THE LAND ABOVE DESCRIBED CREATED BY:  
DP811356 EASEMENT TO DRAIN WATER 2 WIDE AND VARIABLE
- DP816415 RESTRICTION(S) ON THE USE OF LAND
- AD715197 THIS EDITION ISSUED PURSUANT TO S.111 REAL PROPERTY ACT, 1900
- AD715198 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100)

STRATA PLAN 51053

LOT	ENT	LOT	ENT
1	50	2	50

NOTATIONS

UNREGISTERED DEALINGS: NIL

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



2  
2  
2  
2  
2  
2  
2

COUNCIL'S CERTIFICATE

The Council of the City Municipality of Newcastle, having satisfied itself that the requirements of the Strata Titles Act, 1973 (other than the requirements for the registration of plans) have been complied with in respect of the Proposed Strata plan illustrated herein,  
Council does not object to the encroachment of the building proposed on the site subject to the conditions that are:-

This approval is given on the conditions that:-

1. The strata plan is subject to the restriction on user referred to in section 39 of the Strata Titles Act, 1973.  
Date **22-8-95**  
Subdivision No. **S1007/95**  
Council Clerk

14/43014/24/01

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants:

*(Signature)*  
Signed for and on behalf of  
ANGLIA BANK Australia Limited  
A.C.N. 102 963 335  
by its duly constituted Attorneys,  
[Signature]  
under  
Power of Attorney dated 29.11.1994  
with any provisionally known to me,  
[Signature]  
WITNESSES  
[Signature]

SURVEYOR'S CERTIFICATE

**ALLAN WILLIAM CANNAGH**  
**CASHMERE, MARLER & CANNAGH P/L**  
**116 DARBY ST., NEWCASTLE**  
a surveyor registered under the Surveyors Act 1925, hereby certify that:  
(1) any well, the inner surface of any part of which corresponds substantially with any line shown on the accompanying floor plan as a boundary of a proposed lot, exists;  
(2) any floor or ceiling, the upper or under surface of any part of which forms a boundary of a proposed lot, shown in the accompanying floor plan, exists;  
(3) any wall, floor, ceiling or structural cubic space, by reference to which any boundary of a proposed lot shown in the accompanying floor plan is defined, exists;  
(4) any building containing proposed lots erected on the land shown on the accompanying location plan and each proposed lot shown on the accompanying floor plan are wholly within the perimeter of the parcel of land shown on the accompanying location plan;  
(5) the building encroaches on land other than a public place, respect of which encroachment an easement is shown on the accompanying floor plan, has been created by registered instrument.

Signature: *(Signature)*  
Date: **9TH SEPT. 1994.**

Delete if inapplicable.  
\* State whether dealing or plan, and quote registered number.  
This is sheet 1 of my Plan in 2 sheets.

SUBDIVISION OF  
PLAN OF A LOT 5019 D.P. 816415.

LGA: ~~North Shore~~ NEWCASTLE CITY

Locality: MARYLAND

Parish: HEXHAM

County: NORTHUMBERLAND

Reduction Ratio 1:100

Lengths are in metres



Name of, and \*address for service of notices on, the body corporate  
\* Address required on original strata plan only.

THE PROPRIETORS,  
STRATA PLAN No. 51053  
No. 27 TINOBAH PLACE,  
MARYLAND. 2287.

STRATA PLAN 51053

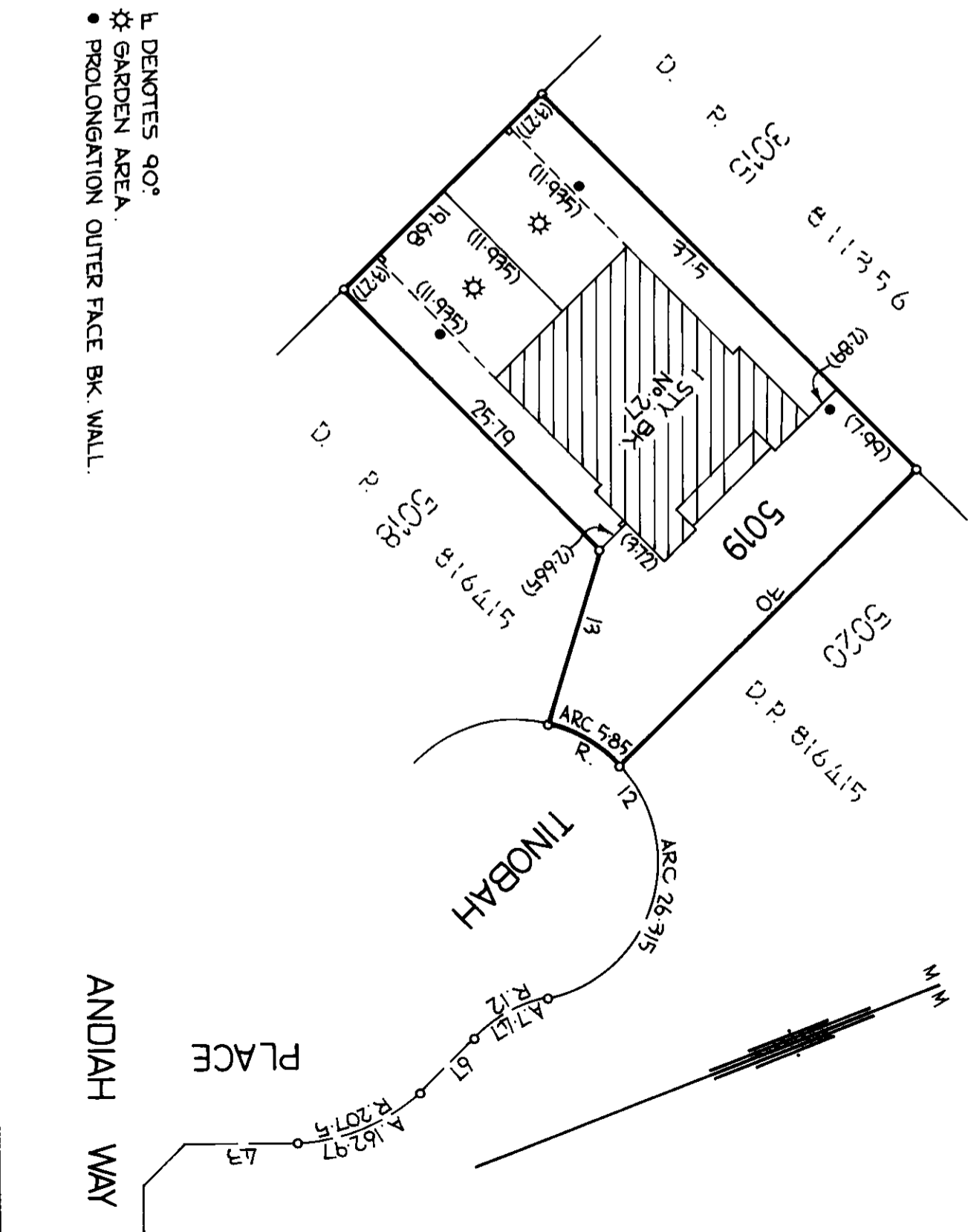
Registered: 18.10.1995

C.A. N°S1007/95 OF 22.8.1995

Purpose: STRATA PLAN

Ref. Map: U5457-6\*

Last Plan: DP 816415



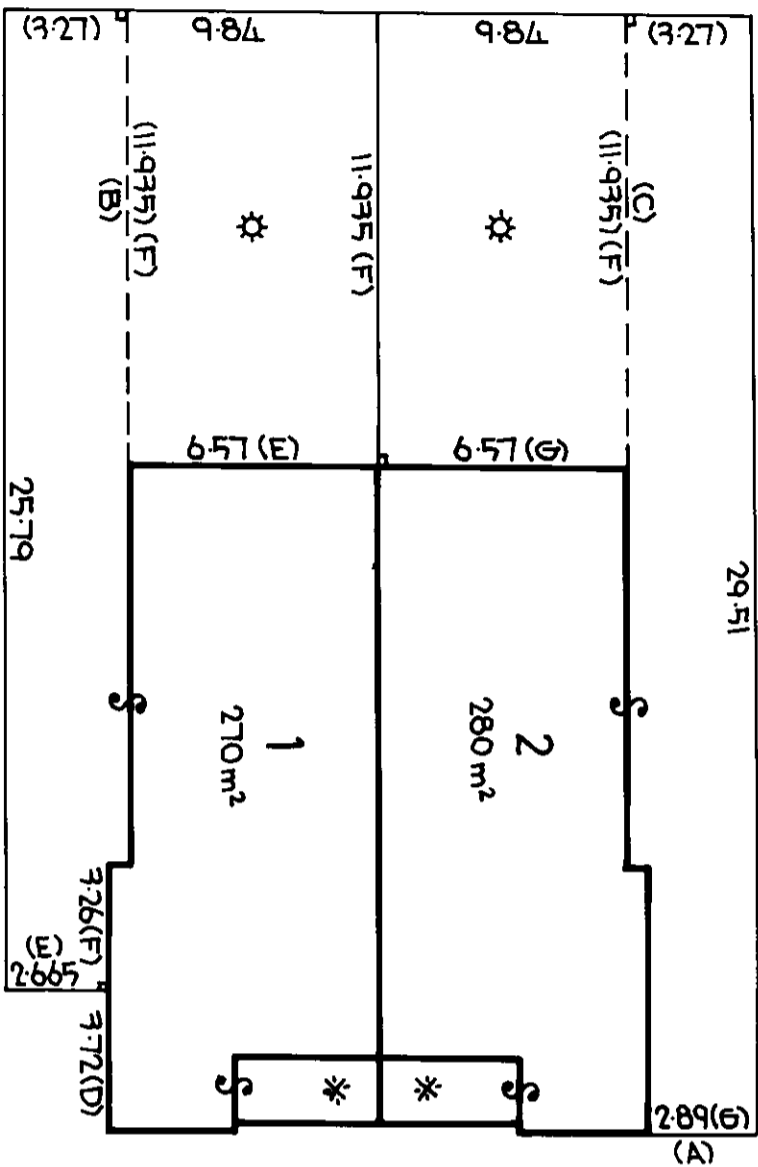
SURVEYOR'S REFERENCE: 11716

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

STRATA PLAN 51053

\*OFFICE USE ONLY



- (A). PROLONGATION N.E. FACE BK. WALL.
- (B). PROLONGATION S.E. FACE BK. WALL.
- (C). PROLONGATION N.W. FACE BK. WALL.
- (D). FROM N.E. FACE BK. WALL.
- (E). FROM S.E. FACE BK. WALL.
- (F). FROM S.W. FACE BK. WALL.
- (G). FROM N.W. FACE BK. WALL.
- h. DENOTES 90°
- \* PATIO (ROOFED)
- ⊛ GARDEN AREA.

WHERE NOT ROOFED OR CONCRETE PAVED, THE STRATUM OF THE GARDEN AREAS OF LOTS 1 & 2 EXTENDS FROM 3 BELOW TO 4 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE UNITS CONCRETE FLOOR.

UNIT ENTITLEMENT SCHEDULE

LOT No.	UNIT ENTITLEMENT
1	50
2	50
AGGREGATE	100

Reduction Ratio 1:200

Lengths are in metres

*Registered Surveyor*  
 Registered Surveyor

*Council Clerk*  
 Council Clerk



**New South Wales Consolidated Regulations****STRATA SCHEMES MANAGEMENT REGULATION 2016 - SCHEDULE 2****STRATA SCHEMES MANAGEMENT REGULATION 2016 - SCHEDULE 2****SCHEDULE 2 – BY-LAWS FOR PRE-1996 STRATA SCHEMES**

(Clause 35)

**1 NOISE**

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

**Note** : This by-law was previously by-law 12 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 13 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986* .

**2 VEHICLES**

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

**Note** : This by-law was previously by-law 13 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 14 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986* .

**3 OBSTRUCTION OF COMMON PROPERTY**

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

**Note** : This by-law was previously by-law 14 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 15 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986* .

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

An owner or occupier of a lot must not--

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

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

**Note** : This by-law was previously by-law 15 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 16 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986* .

## 5 DAMAGE TO COMMON PROPERTY

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

**Note** : This by-law is subject to [sections 109 and 110](#) of the *Strata Schemes Management Act 2015* .

(2) An approval given by the owners corporation under [clause \(1\)](#) cannot authorise any additions to the common property.

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

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

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

(c) any structure or device to prevent harm to children.

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

(5) Despite [section 106](#) of the *Strata Schemes Management Act 2015* , the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in [clause \(3\)](#) that forms part of the common property and that services the lot.

**Note** : This by-law was previously by-law 16 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 17 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986* .

## 6 BEHAVIOUR OF OWNERS AND OCCUPIERS

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

**Note :** This by-law was previously by-law 17 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 18 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986* .

## 7 CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

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

**Note :** This by-law was previously by-law 18 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 19 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986* .

## 8 BEHAVIOUR OF INVITEES

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

**Note :** This by-law was previously by-law 19 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 20 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986* .

## 9 DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

**Note :** This by-law was previously by-law 20 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 21 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986* .

## 10 DRYING OF LAUNDRY ITEMS

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

**Note** : This by-law was previously by-law 21 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 22 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986* .

## 11 CLEANING WINDOWS AND DOORS

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

**Note** : This by-law was previously by-law 22 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 23 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986* .

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

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

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

**Note** : This by-law was previously by-law 23 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 24 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986* .

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

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

**Note** : This by-law was previously by-law 24 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 25 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986* .

## 14 FLOOR COVERINGS

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

**Note :** This by-law was previously by-law 25 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 26 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986* .

## 15 GARBAGE DISPOSAL

An owner or occupier of a lot--

(a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and

(b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and

(c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and

(d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and

(e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

**Note :** This by-law was previously by-law 26 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 27 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986* .

## 16 KEEPING OF ANIMALS

(1) Subject to [section 157](#) of the *Strata Schemes Management Act 2015* , an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.

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

**Note :** This by-law was previously by-law 27 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 28 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986* .

*Development) Act 1986 .*

## 17 APPEARANCE OF LOT

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

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

**Note :** This by-law was previously by-law 29 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 30 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986* .

## 18 NOTICE BOARD

An owners corporation must cause a notice board to be affixed to some part of the common property.

**Note :** This by-law was previously by-law 3 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 3 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986* .

## 19 CHANGE IN USE OF LOT TO BE NOTIFIED

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



SIGNED BY ME, PAUL FARHILL, AS DELEGATE OF THE NEW SOUTH WALES LAND AND HOUSING CORPORATION, AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF REVOCATION OF SUCH DELEGATION.

Paul Farhill

Plan Drawing only to appear in this space

OFFICE USE ONLY

DP 811356

Registered: 6.8.1991

C.A. TORRENS

Title System: TORRENS

Purpose: SUBDIVISION

Rel. Map: U 54-57-6\*

Lot Plan's D.P. 713872, D.P. 807968

PLAN OF SUBDIVISION OF LOT 2119

DP 807968 AND LOT 11 DP 713872.

Lengths are in metres Reduction Ratio 1:5000

Municipality: NEWCASTLE

Locality: MARYLAND

Parish: HEKHAM

County: NORTHUMBERLAND

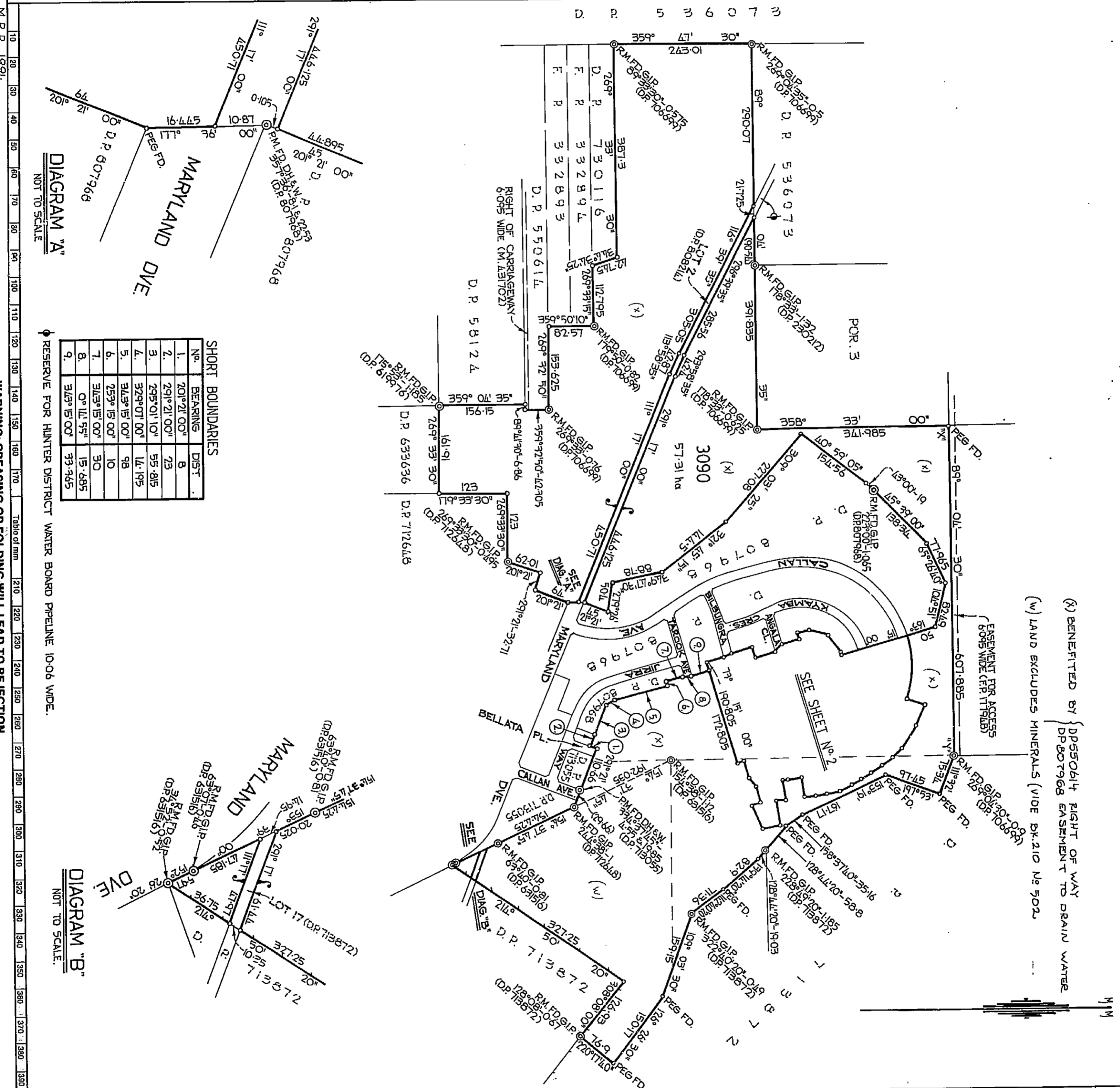
This is sheet 1 of my plan in 2 sheets. (Delete if inapplicable).

ALLAN WILLIAM CANNANISH PL. CALMERE, WALTER & CANNANISH PL. of the DARBY, ST. NEWCASTLE. a surveyor, registered under the Surveyors Act, 1928, as amended, hereby certify that the survey represented in this plan is accurate and has been made in accordance with the Survey Practice Regulations, 1923 and any special requirements of the Department of Land, and was completed on 17th June 1991. Signature: Allan Cannanish Date: 17th June 1991

Plans used in preparation of survey/compilation: DP 713872, DP 807968

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user. WHERE ANY LOT BOUNDARY ABUTS A NON-ROAD AND THE BOUNDARY OF THE ROAD OR STREAM, AND NOT TO THE MIDDLE LINE THEREOF. PURSUANT TO SEC. 15(9) OF THE HOUSING ACT 1975, IT IS INTENDED TO CREATE LOT 3030 AS PUBLIC RESERVE. PURSUANT TO SEC. 81 OF THE PUBLIC WORKS ACT 1976, AND SEC. 15(9) OF THE HOUSING ACT 1975, IT IS INTENDED TO DEDICATE: 1. CALLAN FRENCH TO WIDE 2. ANKLA CLOSE TO WIDE 3. ANKLA CLOSE TO WIDE & VAR. 4. ANKLA CLOSE TO WIDE & VAR. 5. ANKLA CLOSE TO WIDE & VAR. 6. ANKLA CLOSE TO WIDE & VAR. 7. ANKLA CLOSE TO WIDE & VAR. 8. ANKLA CLOSE TO WIDE & VAR. 9. ANKLA CLOSE TO WIDE & VAR. 10. ANKLA CLOSE TO WIDE & VAR. 11. ANKLA CLOSE TO WIDE & VAR. 12. ANKLA CLOSE TO WIDE & VAR. PURSUANT TO SEC. 98B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO DEDICATE: 1. EASEMENT TO DRAIN WATER 2. EASEMENT TO DRAIN WATER 3. EASEMENT TO DRAIN WATER 4. RESTRICTION ON THE USE OF THE LAND.

Crown Lands Office Approval  
PLAN APPROVED: Advertisement Officer  
Land District: ..... pages  
Field Book: ..... pages  
Council Clerk's Certificate  
I hereby certify that: (a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and (b) the requirements of sections 349 of the Metropolitan Water, Sewerage and Drainage Act, 1924, as amended, Hunter District Water, Sewerage and Drainage Act, 1928, as amended have been complied with by the applicant in relation to the proposed "new road", "subdivision" or "consolidated lot" set out herein (insert "new road", "subdivision" or "consolidated lot" set out herein).  
Date: .....  
(Signature) Council Clerk  
Council File No. ....  
This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water, Sewerage and Drainage Board and the Hunter District Water Board.  
Delete if inapplicable.



SHORT BOUNDARIES

No.	BEARINGS	DIST.
1.	201°21'00"	B
2.	291°21'00"	73
3.	295°01'10"	55-815
4.	329°01'00"	14-195
5.	314°15'00"	98
6.	253°15'00"	10
7.	314°15'00"	30
8.	0°14'55"	15-685
9.	314°15'00"	73-745

SURVEYORS REFERENCE: TTB8/J

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 20th March 1992



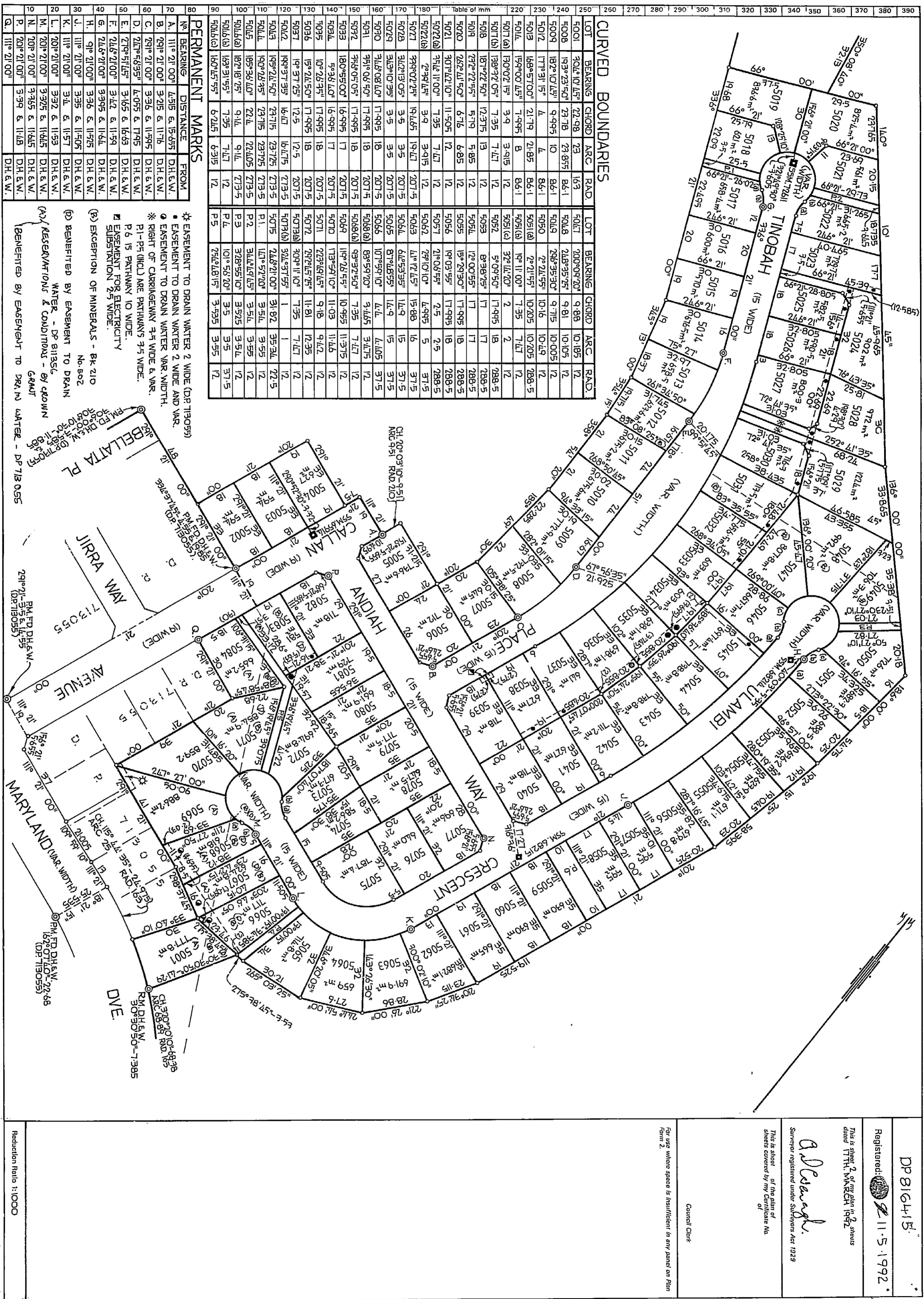
PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

PLAN FORM 3	BEARINGS	DISTANCE	PERMANENT MARKS (DHS & WS)
1	10° 00' 00" - 18.485	18.5	201.5
2	115° 15' 45" - 18.485	18.5	201.5
3	120° 48' 30" - 20.40	20.5	201.5
4	126° 42' 30" - 20.99	21	201.5
5	132° 02' 45" - 20.99	21	201.5
6	138° 59' 00" - 20.99	21	201.5
7	145° 28' 45" - 19.99	20	201.5
8	152° 52' 55" - 17.995	18	201.5
9	159° 00' 00" - 17.995	18	201.5
10	160° 24' 00" - 19.99	20	201.5
11	165° 50' 00" - 18.995	19	201.5
12	170° 42' 40" - 14.995	14.5	201.5
13	169° 07' 15" - 19	19	201.5
14	166° 37' 20" - 19	19	201.5
15	162° 41' 15" - 19	19	201.5
16	162° 00' 00" - 19	19	201.5
17	159° 05' 00" - 18.005	18.005	201.5
18	153° 51' 05" - 18.005	18.005	201.5
19	148° 07' 10" - 14.995	14.995	201.5
20	143° 07' 10" - 14.995	14.995	201.5
21	138° 07' 10" - 14.995	14.995	201.5
22	133° 07' 10" - 14.995	14.995	201.5
23	128° 07' 10" - 14.995	14.995	201.5
24	123° 07' 10" - 14.995	14.995	201.5
25	118° 07' 10" - 14.995	14.995	201.5
26	113° 07' 10" - 14.995	14.995	201.5
27	108° 07' 10" - 14.995	14.995	201.5
28	103° 07' 10" - 14.995	14.995	201.5
29	98° 07' 10" - 14.995	14.995	201.5
30	93° 07' 10" - 14.995	14.995	201.5
31	88° 07' 10" - 14.995	14.995	201.5
32	83° 07' 10" - 14.995	14.995	201.5
33	78° 07' 10" - 14.995	14.995	201.5
34	73° 07' 10" - 14.995	14.995	201.5
35	68° 07' 10" - 14.995	14.995	201.5
36	63° 07' 10" - 14.995	14.995	201.5
37	58° 07' 10" - 14.995	14.995	201.5
38	53° 07' 10" - 14.995	14.995	201.5
39	48° 07' 10" - 14.995	14.995	201.5
40	43° 07' 10" - 14.995	14.995	201.5
41	38° 07' 10" - 14.995	14.995	201.5
42	33° 07' 10" - 14.995	14.995	201.5
43	28° 07' 10" - 14.995	14.995	201.5
44	23° 07' 10" - 14.995	14.995	201.5
45	18° 07' 10" - 14.995	14.995	201.5
46	13° 07' 10" - 14.995	14.995	201.5
47	8° 07' 10" - 14.995	14.995	201.5
48	3° 07' 10" - 14.995	14.995	201.5
49	345° 51' 55" - 46.5	46.5	16.5
50	339° 29' 15" - 53.75	53.75	19.17
51	332° 48' 20" - 61.4	61.4	15.635
52	326° 46' 20" - 69.1	69.1	15.59
53	320° 58' 20" - 76.8	76.8	15.695
54	315° 07' 15" - 84.5	84.5	11.715
55	309° 15' 00" - 92.2	92.2	11.525
56	303° 15' 00" - 99.9	99.9	9.467
57	297° 15' 00" - 107.6	107.6	9.535
58	291° 15' 00" - 115.3	115.3	11.64
59	285° 15' 00" - 123.0	123.0	11.79
60	279° 15' 00" - 130.7	130.7	12.92
61	273° 15' 00" - 138.4	138.4	14.95
62	267° 15' 00" - 146.1	146.1	16.98
63	261° 15' 00" - 153.8	153.8	19.01
64	255° 15' 00" - 161.5	161.5	21.04
65	249° 15' 00" - 169.2	169.2	23.07
66	243° 15' 00" - 176.9	176.9	25.10
67	237° 15' 00" - 184.6	184.6	27.13
68	231° 15' 00" - 192.3	192.3	29.16
69	225° 15' 00" - 200.0	200.0	31.19
70	219° 15' 00" - 207.7	207.7	33.22
71	213° 15' 00" - 215.4	215.4	35.25
72	207° 15' 00" - 223.1	223.1	37.28
73	201° 15' 00" - 230.8	230.8	39.31
74	195° 15' 00" - 238.5	238.5	41.34
75	189° 15' 00" - 246.2	246.2	43.37
76	183° 15' 00" - 253.9	253.9	45.40
77	177° 15' 00" - 261.6	261.6	47.43
78	171° 15' 00" - 269.3	269.3	49.46
79	165° 15' 00" - 277.0	277.0	51.49
80	159° 15' 00" - 284.7	284.7	53.52
81	153° 15' 00" - 292.4	292.4	55.55
82	147° 15' 00" - 300.1	300.1	57.58
83	141° 15' 00" - 307.8	307.8	59.61
84	135° 15' 00" - 315.5	315.5	61.64
85	129° 15' 00" - 323.2	323.2	63.67
86	123° 15' 00" - 330.9	330.9	65.70
87	117° 15' 00" - 338.6	338.6	67.73
88	111° 15' 00" - 346.3	346.3	69.76
89	105° 15' 00" - 354.0	354.0	71.79
90	99° 15' 00" - 361.7	361.7	73.82
91	93° 15' 00" - 369.4	369.4	75.85
92	87° 15' 00" - 377.1	377.1	77.88
93	81° 15' 00" - 384.8	384.8	79.91
94	75° 15' 00" - 392.5	392.5	81.94
95	69° 15' 00" - 400.2	400.2	83.97
96	63° 15' 00" - 407.9	407.9	86.00
97	57° 15' 00" - 415.6	415.6	88.03
98	51° 15' 00" - 423.3	423.3	90.06
99	45° 15' 00" - 431.0	431.0	92.09
100	39° 15' 00" - 438.7	438.7	94.12
101	33° 15' 00" - 446.4	446.4	96.15
102	27° 15' 00" - 454.1	454.1	98.18
103	21° 15' 00" - 461.8	461.8	100.21
104	15° 15' 00" - 469.5	469.5	102.24
105	9° 15' 00" - 477.2	477.2	104.27
106	3° 15' 00" - 484.9	484.9	106.30
107	345° 51' 55" - 492.6	492.6	108.33
108	339° 29' 15" - 500.3	500.3	110.36
109	332° 48' 20" - 508.0	508.0	112.39
110	326° 46' 20" - 515.7	515.7	114.42
111	320° 58' 20" - 523.4	523.4	116.45
112	315° 07' 15" - 531.1	531.1	118.48
113	309° 15' 00" - 538.8	538.8	120.51
114	303° 15' 00" - 546.5	546.5	122.54
115	297° 15' 00" - 554.2	554.2	124.57
116	291° 15' 00" - 561.9	561.9	126.60
117	285° 15' 00" - 569.6	569.6	128.63
118	279° 15' 00" - 577.3	577.3	130.66
119	273° 15' 00" - 585.0	585.0	132.69
120	267° 15' 00" - 592.7	592.7	134.72
121	261° 15' 00" - 600.4	600.4	136.75
122	255° 15' 00" - 608.1	608.1	138.78
123	249° 15' 00" - 615.8	615.8	140.81
124	243° 15' 00" - 623.5	623.5	142.84
125	237° 15' 00" - 631.2	631.2	144.87
126	231° 15' 00" - 638.9	638.9	146.90
127	225° 15' 00" - 646.6	646.6	148.93
128	219° 15' 00" - 654.3	654.3	150.96
129	213° 15' 00" - 662.0	662.0	152.99
130	207° 15' 00" - 669.7	669.7	155.02
131	201° 15' 00" - 677.4	677.4	157.05
132	195° 15' 00" - 685.1	685.1	159.08
133	189° 15' 00" - 692.8	692.8	161.11
134	183° 15' 00" - 700.5	700.5	163.14
135	177° 15' 00" - 708.2	708.2	165.17
136	171° 15' 00" - 715.9	715.9	167.20
137	165° 15' 00" - 723.6	723.6	169.23
138	159° 15' 00" - 731.3	731.3	171.26
139	153° 15' 00" - 739.0	739.0	173.29
140	147° 15' 00" - 746.7	746.7	175.32
141	141° 15' 00" - 754.4	754.4	177.35
142	135° 15' 00" - 762.1	762.1	179.38
143	129° 15' 00" - 769.8	769.8	181.41
144	123° 15' 00" - 777.5	777.5	183.44
145	117° 15' 00" - 785.2	785.2	185.47
146	111° 15' 00" - 792.9	792.9	187.50
147	105° 15' 00" - 800.6	800.6	189.53
148	99° 15' 00" - 808.3	808.3	191.56
149	93° 15' 00" - 816.0	816.0	193.59
150	87° 15' 00" - 823.7	823.7	195.62
151	81° 15' 00" - 831.4	831.4	197.65
152	75° 15' 00" - 839.1	839.1	199.68
153	69° 15' 00" - 846.8	846.8	201.71
154	63° 15' 00" - 854.5	854.5	203.74
155	57° 15' 00" - 862.2	862.2	205.77
156	51° 15' 00" - 869.9	869.9	207.80
157	45° 15' 00" - 877.6	877.6	209.83
158	39° 15' 00" - 885.3	885.3	211.86
159	33° 15' 00" - 893.0	893.0	213.89
160	27° 15' 00" - 900.7	900.7	215.92
161	21° 15' 00" - 908.4	908.4	217.95
162	15° 15' 00" - 916.1	916.1	219.98
163	9° 15' 00" - 923.8	923.8	222.01
164	3° 15' 00" - 931.5	931.5	224.04
165	345° 51' 55" - 939.2	939.2	226.07
166	339° 29' 15" - 946.9	946.9	228.10
167	332° 48' 20" - 954.6	954.6	230.13
168	326° 46' 20" - 962.3	962.3	232.16
169	320° 58' 20" - 970.0	970.0	234.19
170	315° 07' 15" - 977.7	977.7	236.22
171	309° 15' 00" - 985.4	985.4	238.25
172	303° 15' 00" - 993.1	993.1	240.28
173	297° 15' 00" - 1000.8	1000.8	242.31
174	291° 15' 00" - 1008.5	1008.5	244.34
175	285° 15' 00" - 1016.2	1016.2	246.37
176	279° 15' 00" - 1023.9	1023.9	248.40
177	273° 15' 00" - 1031.6	1031.6	250.43
178	267° 15' 00" - 1039.3	1039.3	252.46
179	261° 15' 00" - 1047.0	1047.0	254.49
180	255° 15' 00" - 1054.7	1054.7	256.52
181	249° 15' 00" - 1062.4	1062.4	258.55
182	243° 15' 00" - 1070.1	1070.1	260.58
183	237° 15' 00" - 1077.8	1077.8	262.61
184	231° 15' 00" - 1085.5	1085.5	264.64
185	225° 15' 00" - 1093.2	1093.2	266.67
186	219° 15' 00" - 1100.9	1100.9	268.70
187	213° 15' 00" - 1108.6	1108.6	270.73
188	207° 15' 00" - 1116.3	1116.3	272.76
189	201° 15' 00" - 1124.0	1124.0	274.79
190	195° 15' 00" - 1131.7	1131.7	276.82
191	189° 15' 00" - 1139.4	1139.4	278.85
192	183° 15' 00" - 1147.1	1147.1	280.88
193	177° 15' 00" - 1154.8	1154.8	282.91
194	171° 15' 00" - 1162.5	1162.5	284.94
195	165° 15' 00" - 1170.2	1170.2	286.97
196	159° 15' 00" - 1177.9	1177.9	289.00
197	153° 15' 00" - 1185.6	1185.6	291.03
198	147° 15' 00" - 1193.3	1193.3	293.06
199	141° 15' 00" - 1201.0	1201.0	295.09
200	135° 15' 00" - 1208.7	1208.7	297.12
201	129° 15' 00" - 1216.4	1216.4	299.15
202	123° 15' 00" - 1224.1	1224.1	301.18
203	117° 15' 00" - 1231.8	1231.8	303.21
204	111° 15' 00" - 1239.5	1239.5	305.24
205	105° 15' 00" - 1247.2	1247.2	307.27
206	99° 15' 00" - 1254.9	1254.9	309.30
207	93° 15' 00" - 1262.6	1262.6	311.33
208	87° 15' 00" - 1270.3	1270.3	313.36
209	81° 15' 00" - 1278.0	1278.0	315.39
210	75° 15' 00" - 1285.7	1285.7	317.42
211	69°		



**CURVED BOUNDARIES**

LOT	BEARING	CHORD	ARC	RAD.	LOT	BEARING	CHORD	ARC	RAD.
5001	306° 10' 45"	22.98	23	163	5017	200° 09' 02"	9.88	10.185	12
5008	193° 23' 50"	23.78	23.835	86.1	5018	218° 35' 25"	9.81	10.105	12
5009	182° 10' 45"	9.995	10	86.1	5019	258° 35' 30"	9.715	10.005	12
5012	177° 31' 15"	4	4	86.1	5020	272° 22' 55"	6.716	6.85	12
5013	168° 57' 00"	21.79	21.85	86.1	5021	307° 42' 10"	11.505	12	12
5014	159° 00' 45"	1.995	2	86.1	5022	351° 11' 00"	7.35	7.47	12
5017	130° 02' 15"	3.9	3.915	12	5023	339° 07' 25"	19.465	19.47	207.5
5018	187° 22' 50"	12.375	13	12	5024	312° 13' 05"	3.5	3.5	207.5
5019	272° 22' 55"	5.719	5.85	12	5025	312° 13' 05"	3.5	3.5	207.5
5020	272° 22' 55"	6.716	6.85	12	5026	312° 13' 05"	3.5	3.5	207.5
5021	307° 42' 10"	11.505	12	12	5027	312° 13' 05"	3.5	3.5	207.5
5022	351° 11' 00"	7.35	7.47	12	5028	312° 13' 05"	3.5	3.5	207.5
5023	339° 07' 25"	19.465	19.47	207.5	5029	312° 13' 05"	3.5	3.5	207.5
5024	312° 13' 05"	3.5	3.5	207.5	5030	312° 13' 05"	3.5	3.5	207.5
5025	312° 13' 05"	3.5	3.5	207.5	5031	312° 13' 05"	3.5	3.5	207.5
5026	312° 13' 05"	3.5	3.5	207.5	5032	312° 13' 05"	3.5	3.5	207.5
5027	312° 13' 05"	3.5	3.5	207.5	5033	312° 13' 05"	3.5	3.5	207.5
5028	312° 13' 05"	3.5	3.5	207.5	5034	312° 13' 05"	3.5	3.5	207.5
5029	312° 13' 05"	3.5	3.5	207.5	5035	312° 13' 05"	3.5	3.5	207.5
5030	312° 13' 05"	3.5	3.5	207.5	5036	312° 13' 05"	3.5	3.5	207.5
5031	312° 13' 05"	3.5	3.5	207.5	5037	312° 13' 05"	3.5	3.5	207.5
5032	312° 13' 05"	3.5	3.5	207.5	5038	312° 13' 05"	3.5	3.5	207.5
5033	312° 13' 05"	3.5	3.5	207.5	5039	312° 13' 05"	3.5	3.5	207.5
5034	312° 13' 05"	3.5	3.5	207.5	5040	312° 13' 05"	3.5	3.5	207.5
5035	312° 13' 05"	3.5	3.5	207.5	5041	312° 13' 05"	3.5	3.5	207.5
5036	312° 13' 05"	3.5	3.5	207.5	5042	312° 13' 05"	3.5	3.5	207.5
5037	312° 13' 05"	3.5	3.5	207.5	5043	312° 13' 05"	3.5	3.5	207.5
5038	312° 13' 05"	3.5	3.5	207.5	5044	312° 13' 05"	3.5	3.5	207.5
5039	312° 13' 05"	3.5	3.5	207.5	5045	312° 13' 05"	3.5	3.5	207.5
5040	312° 13' 05"	3.5	3.5	207.5	5046	312° 13' 05"	3.5	3.5	207.5
5041	312° 13' 05"	3.5	3.5	207.5	5047	312° 13' 05"	3.5	3.5	207.5
5042	312° 13' 05"	3.5	3.5	207.5	5048	312° 13' 05"	3.5	3.5	207.5
5043	312° 13' 05"	3.5	3.5	207.5	5049	312° 13' 05"	3.5	3.5	207.5
5044	312° 13' 05"	3.5	3.5	207.5	5050	312° 13' 05"	3.5	3.5	207.5
5045	312° 13' 05"	3.5	3.5	207.5	5051	312° 13' 05"	3.5	3.5	207.5
5046	312° 13' 05"	3.5	3.5	207.5	5052	312° 13' 05"	3.5	3.5	207.5
5047	312° 13' 05"	3.5	3.5	207.5	5053	312° 13' 05"	3.5	3.5	207.5
5048	312° 13' 05"	3.5	3.5	207.5	5054	312° 13' 05"	3.5	3.5	207.5
5049	312° 13' 05"	3.5	3.5	207.5	5055	312° 13' 05"	3.5	3.5	207.5
5050	312° 13' 05"	3.5	3.5	207.5	5056	312° 13' 05"	3.5	3.5	207.5
5051	312° 13' 05"	3.5	3.5	207.5	5057	312° 13' 05"	3.5	3.5	207.5
5052	312° 13' 05"	3.5	3.5	207.5	5058	312° 13' 05"	3.5	3.5	207.5
5053	312° 13' 05"	3.5	3.5	207.5	5059	312° 13' 05"	3.5	3.5	207.5
5054	312° 13' 05"	3.5	3.5	207.5	5060	312° 13' 05"	3.5	3.5	207.5
5055	312° 13' 05"	3.5	3.5	207.5	5061	312° 13' 05"	3.5	3.5	207.5
5056	312° 13' 05"	3.5	3.5	207.5	5062	312° 13' 05"	3.5	3.5	207.5
5057	312° 13' 05"	3.5	3.5	207.5	5063	312° 13' 05"	3.5	3.5	207.5
5058	312° 13' 05"	3.5	3.5	207.5	5064	312° 13' 05"	3.5	3.5	207.5
5059	312° 13' 05"	3.5	3.5	207.5	5065	312° 13' 05"	3.5	3.5	207.5
5060	312° 13' 05"	3.5	3.5	207.5	5066	312° 13' 05"	3.5	3.5	207.5
5061	312° 13' 05"	3.5	3.5	207.5	5067	312° 13' 05"	3.5	3.5	207.5
5062	312° 13' 05"	3.5	3.5	207.5	5068	312° 13' 05"	3.5	3.5	207.5
5063	312° 13' 05"	3.5	3.5	207.5	5069	312° 13' 05"	3.5	3.5	207.5
5064	312° 13' 05"	3.5	3.5	207.5	5070	312° 13' 05"	3.5	3.5	207.5
5065	312° 13' 05"	3.5	3.5	207.5	5071	312° 13' 05"	3.5	3.5	207.5
5066	312° 13' 05"	3.5	3.5	207.5	5072	312° 13' 05"	3.5	3.5	207.5
5067	312° 13' 05"	3.5	3.5	207.5	5073	312° 13' 05"	3.5	3.5	207.5
5068	312° 13' 05"	3.5	3.5	207.5	5074	312° 13' 05"	3.5	3.5	207.5
5069	312° 13' 05"	3.5	3.5	207.5	5075	312° 13' 05"	3.5	3.5	207.5
5070	312° 13' 05"	3.5	3.5	207.5	5076	312° 13' 05"	3.5	3.5	207.5
5071	312° 13' 05"	3.5	3.5	207.5	5077	312° 13' 05"	3.5	3.5	207.5
5072	312° 13' 05"	3.5	3.5	207.5	5078	312° 13' 05"	3.5	3.5	207.5
5073	312° 13' 05"	3.5	3.5	207.5	5079	312° 13' 05"	3.5	3.5	207.5
5074	312° 13' 05"	3.5	3.5	207.5	5080	312° 13' 05"	3.5	3.5	207.5
5075	312° 13' 05"	3.5	3.5	207.5	5081	312° 13' 05"	3.5	3.5	207.5
5076	312° 13' 05"	3.5	3.5	207.5	5082	312° 13' 05"	3.5	3.5	207.5
5077	312° 13' 05"	3.5	3.5	207.5	5083	312° 13' 05"	3.5	3.5	207.5
5078	312° 13' 05"	3.5	3.5	207.5	5084	312° 13' 05"	3.5	3.5	207.5
5079	312° 13' 05"	3.5	3.5	207.5	5085	312° 13' 05"	3.5	3.5	207.5
5080	312° 13' 05"	3.5	3.5	207.5	5086	312° 13' 05"	3.5	3.5	207.5
5081	312° 13' 05"	3.5	3.5	207.5	5087	312° 13' 05"	3.5	3.5	207.5
5082	312° 13' 05"	3.5	3.5	207.5	5088	312° 13' 05"	3.5	3.5	207.5
5083	312° 13' 05"	3.5	3.5	207.5	5089	312° 13' 05"	3.5	3.5	207.5
5084	312° 13' 05"	3.5	3.5	207.5	5090	312° 13' 05"	3.5	3.5	207.5
5085	312° 13' 05"	3.5	3.5	207.5	5091	312° 13' 05"	3.5	3.5	207.5
5086	312° 13' 05"	3.5	3.5	207.5	5092	312° 13' 05"	3.5	3.5	207.5
5087	312° 13' 05"	3.5	3.5	207.5	5093	312° 13' 05"	3.5	3.5	207.5
5088	312° 13' 05"	3.5	3.5	207.5	5094	312° 13' 05"	3.5	3.5	207.5
5089	312° 13' 05"	3.5	3.5	207.5	5095	312° 13' 05"	3.5	3.5	207.5
5090	312° 13' 05"	3.5	3.5	207.5	5096	312° 13' 05"	3.5	3.5	207.5
5091	312° 13' 05"	3.5	3.5	207.5	5097	312° 13' 05"	3.5	3.5	207.5
5092	312° 13' 05"	3.5	3.5	207.5	5098	312° 13' 05"	3.5	3.5	207.5
5093	312° 13' 05"	3.5	3.5	207.5	5099	312° 13' 05"	3.5	3.5	207.5
5094	312° 13' 05"	3.5	3.5	207.5	5100	312° 13' 05"	3.5	3.5	207.5
5095	312° 13' 05"	3.5	3.5	207.5	5101	312° 13' 05"	3.5	3.5	207.5
5096	312° 13' 05"	3.5	3.5	207.5	5102	312° 13' 05"	3.5	3.5	207.5
5097	312° 13' 05"	3.5	3.5	207.5	5103	312° 13' 05"	3.5	3.5	207.5
5098	312° 13' 05"	3.5	3.5	207.5	5104	312° 13' 05"	3.5	3.5	207.5
5099	312° 13' 05"	3.5	3.5	207.5	5105	312° 13' 05"	3.5	3.5	207.5
5100	312° 13' 05"	3.5	3.5	207.5	5106	312° 13' 05"	3.5	3.5	207.5
5101	312° 13' 05"	3.5	3.5	207.5	5107	312° 13' 05"	3.5	3.5	207.5
5102	312° 13' 05"	3.5	3.5	207.5	5108	312° 13' 05"	3.5	3.5	207.5
5103	312° 13' 05"	3.5	3.5	207.5	5109	312° 13' 05"	3.5	3.5	207.5
5104	312° 13' 05"	3.5	3.5	207.5	5110	312° 13' 05"	3.5	3.5	207.5
5105	312° 13' 05"	3.5	3.5	207.5	5111	312° 13' 05"	3.5	3.5	207.5
5106	312° 13' 05"	3.5	3.5	207.5	5112	312° 13' 05"	3.5	3.5	207.5
5107	312° 13' 05"	3.5	3.5	207.5	5113	312° 13' 05"	3.5	3.5	207.5
5108	312° 13' 05"	3.5	3.5	207.5	5114	312° 13' 05"	3.5	3.5	207.5
5109	312° 13' 05"	3.5	3.5	207.5	5115	312° 13' 05"	3.5	3.5	20



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

(Sheet 3 of 4 Sheets)

PLAN DP816415  
SUBDIVISION OF LOT 3090  
D.P. 811356 AND LOT 1092  
D.P. 713055  
FULL NAME AND ADDRESS OF PROPRIETOR OF LAND  
N.S.W. LAND & HOUSING CORPORATION  
23 - 31 MOORE STREET,  
LIVERPOOL, N S W 2170

3. TERMS OF EASEMENT FOR ELECTRICITY SUBSTATION 2.5 WIDE THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN

Reserving to and in favour of the Shortland County Council for the purpose of enabling the supply of electricity full right and liberty:-  
a) To install and maintain a padmount substation and to lay and maintain cables and connections on or beneath the surface of that part of the land delineated in the plan and therein referred to as "easement for electricity substation".

b) For the purpose aforesaid for the said Shortland County Council and or by its authorised servants from time to time and at all reasonable times to enter into and upon the said land and to pass and re-pass over the same for all purposes whatsoever connected with the rights created by Paragraph (a) hereof

NAME OF AUTHORITY empowered to release vary or modify the Easement for Electricity Substation thirdly referred to in above-mentioned plan THE SHORTLAND COUNTY COUNCIL.

The Shortland County Council its successors and assigns PROVIDED THAT the cost of any release variation or modification is borne in all respects by the person requesting such modification, variation or release.

5. TERMS OF RESTRICTIONS ON THE USE OF THE LAND FITLY REFERRED TO IN ABOVEMENTIONED PLAN.  
(a) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the New South Wales Land and Housing Corporation without the consent of the New South Wales Land and Housing Corporation or its successor other than purchases on sale but consent shall not be withheld if such fence is erected without expense to the New South Wales Land and Housing Corporation or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by the New South Wales Land and Housing Corporation or its successors other than purchasers on sale.

REGISTERED § 11-S-1992

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

(Sheet 4 of 4 Sheets)

PART TWO (CONT...)

PLAN DP816415  
SUBDIVISION OF LOT 3090  
D.P. 811356 AND LOT 1092  
D.P. 713055  
FULL NAME AND ADDRESS OF PROPRIETOR OF LAND  
N.S.W. LAND & HOUSING CORPORATION  
23 - 31 MOORE STREET,  
LIVERPOOL, N S W 2170

(b) No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of the New South Wales Land and Housing Corporation or its successors.

Name of body or authority empowered to release vary or modify the restrictions on use fitly referred to in the above-mentioned plan.  
THE NEW SOUTH WALES LAND AND HOUSING CORPORATION

SIGNED by me PAUL FARNILL as DELEGATE of the N.S.W. LAND & HOUSING CORPORATION & I hereby declare that I have no notice of revocation of such notice, in the presence of :-  
N.S.W. LAND & HOUSING CORPORATION by its delegate:-

*Handwritten signature*

REGISTERED § 11-S-1992

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 15th May 1992



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

PLAN DP 816415  
 PART ONE  
 SUBDIVISION OF LOT 3090  
 D.P. 811356 AND LOT 1092  
 D.P. 713055  
 N.S.W. LAND & HOUSING CORPORATION  
 23 - 31 MOORE STREET,  
 LIVERPOOL, N S W 2170

1. IDENTITY OF EASEMENT FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN

LOTS BURDENED	SCHEDULE OF LOTS AFFECTED	LOTS BENEFITED
5032	5033	5033
5031	5032 5033	5032 5033
5030	5031 5032 5033	5031 5032 5033
5029	5030 5031 5032 5033	5030 5031 5032 5033
5028	5029 5030 5031 5032 5033	5029 5030 5031 5032 5033
5027	5028 5029 5030 5031 5032 5033	5028 5029 5030 5031 5032 5033
5026	5027 5028 5029 5030 5031 5032 5033	5026 5027 5028 5029 5030 5031 5032 5033
5025	5025 5026 5027 5028 5029 5030 5031 5032 5033	5025 5026 5027 5028 5029 5030 5031 5032 5033
5024	5024 5025 5026 5027 5028 5029 5030 5031 5032 5033	5024 5025 5026 5027 5028 5029 5030 5031 5032 5033
5023	5032 5033	5032 5033
5038	5039	5038 5039
5037	5037 5038 5039	5037 5038 5039
5036	5036 5037 5038 5039	5036 5037 5038 5039
5035	5035 5036 5037 5038 5039	5035 5036 5037 5038 5039
5034	5034 5035 5036 5037 5038 5039	5034 5035 5036 5037 5038 5039
5045		
5083	5082	5082
5081	5083 5082	5083 5082

Name of body or authority empowered to release vary or modify the easement firstly referred to in the above-mentioned plan.  
 THE NEW SOUTH WALES LAND AND HOUSING CORPORATION OR THE COUNCIL OF THE CITY OF NEWCASTLE.

REGISTERED 511-S-1992

*[Handwritten signature]*

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

PLAN DP 816415  
 PART ONE  
 SUBDIVISION OF LOT 3090  
 D.P. 811356 AND LOT 1092  
 D.P. 713055  
 N.S.W. LAND & HOUSING CORPORATION  
 23 - 31 MOORE STREET,  
 LIVERPOOL, N S W 2170

2. IDENTITY OF EASEMENT SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN

LOTS BURDENED	SCHEDULE OF LOTS AFFECTED	LOTS BENEFITED
5068	5069	5069
5067	5068 5069	5068 5069
5066	5067 5068 5069	5067 5068 5069

Name of body or authority empowered to release vary or modify the easement secondly referred to in the above-mentioned plan.  
 THE NEW SOUTH WALES LAND AND HOUSING CORPORATION OR THE COUNCIL OF THE CITY OF NEWCASTLE.

3. IDENTITY OF EASEMENT THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN

LOTS BURDENED	SCHEDULE OF LOTS AFFECTED	LOTS BENEFITED
5028	5029	5028 5029
5029	5028 5029	5028 5029

4. IDENTITY OF EASEMENT FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN

LOTS BURDENED	SCHEDULE OF LOTS AFFECTED	LOTS BENEFITED
5001 TO 5084 INCLUSIVE	5001 TO 5084 INCLUSIVE	5001 TO 5084 INCLUSIVE

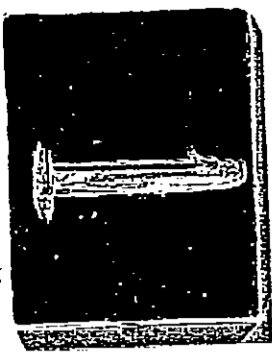
REGISTERED 511-S-1992

*[Handwritten signature]*

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.

15th May 1992

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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Form: 12PV  
Licence: 98M111  
Edition: 0612

### APPLICATION FOR REPLACEMENT CERTIFICATE OF TITLE



New South Wales  
s111 Real Property Act 1900

# AD715197N

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **CERTIFICATE OF TITLE** Insert the number only  
**CP/SP 51053**

(B) **LODGED BY**

Document Collection Box <b>1/W</b>	Name, Address or DX, Telephone, and LLPN if any <b>MR KEN FRASER 336 HUNTER STREET, NEWCASTLE NSW 2300 Ph (02) 49267400</b> Reference (optional): <b>STRATA MANAGER</b>	<b>CODE</b>  <b>PV</b>
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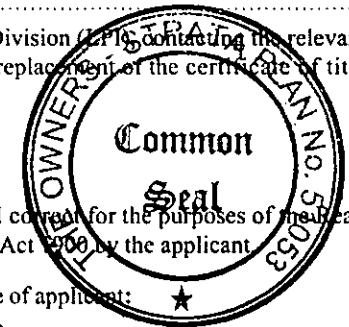
(C) **REGISTERED PROPRIETOR** Insert the names of all the registered proprietors  
**STRATA MANAGER SP51053**

(D) **APPLICANT** **MR KEN FRASER**

- (E) The certificate of title referred to above has been [tick one]—
- mislaid
  - destroyed
  - stolen
  - damaged or defaced
- (F) The applicant is [tick one]—
- a private person who is a registered proprietor of the land in the certificate of title (see instructions 1-9, 11-13, 16-21)
  - a corporation which is a registered proprietor of the land in the certificate of title (see instructions 1-10, 13, 16-21)
  - a lending institution having a registered 1<sup>st</sup> mortgage over the land in the certificate of title (see instructions 1-8, 14, 16-17, 19-21)
  - a lending institution not having a registered 1<sup>st</sup> mortgage over the land in the certificate of title / a trustee institution / a legal practitioner / a licensed conveyancer having had custody of the certificate of title at the time it was mislaid, destroyed, stolen damaged or defaced (see instructions 1-8, 15, 16-21)
  - other [specify]: **STRATA MANAGER STRATA 51053**

The applicant hereby consents to the Department of Lands, Land and Property Information Division (LPI), contacting the relevant authorities to validate any supporting evidence lodged with this application and applies for replacement of the certificate of title referred to above.

DATE 18 / 01 / 2008  
dd mm yyyy



(G) I certify that the applicant, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness: *[Signature]* J.P.  
Name of witness: **GRAEME MCGREGOR**  
Address of witness: **18 WERONA ST. NORTH LAMBTON**  
Daytime telephone number of witness: \* **02 4926 1400**

Certified correct for the purposes of the Real Property Act 1900 by the applicant

Signature of applicant: *[Signature]*  
**MANAGER**

**PLEASE NOTE:** Failure to comply with any relevant instruction contained in *Application for Replacement Certificate Title: Instructions for Completion (12PV-2)*, available from LPI, will lead to rejection of this application.

**WARNING!** SEVERE PENALTIES MAY BE IMPOSED FOR LODGING A FALSE APPLICATION.  
All handwriting must be in block capitals.

\* The witness may be contacted by LPI to verify the signing.

*for evidence see  
EV 31026 (Licence  
& Birth cert of  
Secretary of Body  
Company)*

# Statutory Declaration

Oaths Act 1900, NSW, Eighth Schedule

I/we, (name/s in full) Kenneth Ian Fraser

do solemnly and sincerely declare that: I have searched our Strata Files and the safe where Certificates of Title are held but was not able to find CP/SP 51053 original document. We were only able to locate a copy and some title search documents. We require the original certificate to have a special By-Law registered.

And I/we make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at Newcastle In New South Wales, on 18th January 2008

in the presence of GRAEME MCGREGOR

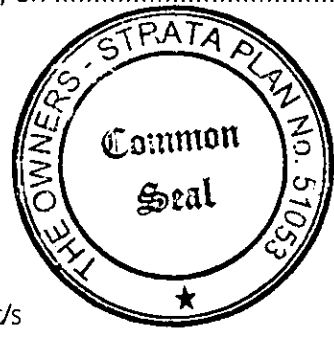
Qualification of witness: JUSTICE OF THE PEACE

Justice of the Peace, Solicitor, other (specify)

Signature of declarant/s

[Signature] JP No 168141

[Signature]



2/2



Form: 15CB  
Release: 2.0  
www.lands.nsw.gov.au

**CHANGE OF BY-LA**  
New South Wales  
Real Property Act 1900



**AD715198L**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises th. by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE** For the common property **CP/SP 51053**

(B) **LODGED BY**

Document Collection Box <i>1W</i>	<b>MR. KEN FRASER</b> <b>336 HUNTER ST</b> <b>NEWCASTLE NSW 2300</b>	<b>Secretary</b> <b>2) 4955 4927</b>	<b>CODE</b> <b>CB</b>
--------------------------------------	--	---	--------------------------

(C) The Owners-Strata Plan No. SP 51053 certify that pursuant to a resolution passed on 18 December 2007 and in accordance with the provisions of **SECT 109 No 547** of the Strata Schemes Management Act 1996

(D) the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. 20

Amended by-law No. NOT APPLICABLE

as fully set out below:

*Refer Annexure "A"*

(F) The common seal of the Owners-Strata Plan No. SP 51053 was affixed on \_\_\_\_\_ in the presence of—

Signature(s): *[Signature]*

Name(s): **KEN FRASER**

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

(G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**

I certify that \_\_\_\_\_ has approved the change of by-laws set out herein.

Signature of authorised officer:

Name of authorised officer:

Position of authorised officer:

*See page 2*

**ANNEXURE "A"**  
**CHANGE OF BY-LAWS COMMON PROPERTY CP/SP 51053**

By-Law 20

The Owner of Lot 1, from time to time, shall take complete responsibility for any type of Insurance claim, relating to the Illegal installation of the pergola structure attached to the common property wall of Lot 1.

THE COMMON SEAL OF THE OWNERS

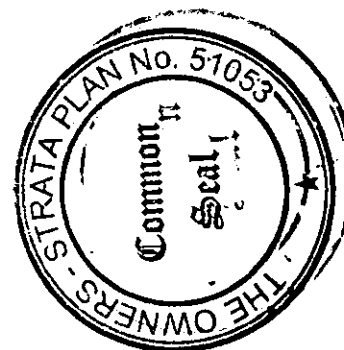
STRATA PLAN 51053 was affixed  
on 3rd January 2008 in the presence of:-

KEN FRASER

Name of Witness (use block letters)

[Signature] Signature of Witness

being the person authorised by Section 238  
of the Strata Schemes Management Act,1997  
to attest the affixing of the seal.



2/2



City of  
Newcastle

# Planning Certificate

Section 10.7, Environmental Planning and Assessment Act 1979

**To:** Infotrack  
GPO Box 4029  
Sydney NSW 2001

**Certificate No:** PL2024/02584  
**Fees:** \$67.00  
**Receipt No(s):** D003024187

**Your Reference:** 240860

**Date of Issue:** 21/05/2024

**The Land:** Lot 2 SP 51053  
2/27 Tinobah Place Maryland NSW 2287

## Advice provided on this Certificate:

Advice under section 10.7(2): see Items 1 – 24

## IMPORTANT: Please read this certificate carefully

This certificate contains important information about the land.

Please check for any item which could be inconsistent with the proposed use or development of the land. If there is anything you do not understand, phone our **Customer Contact Centre** on (02) 4974 2000, or come in and see us.

The information provided in this certificate relates only to the land described above. If you need information about adjoining or nearby land, or about the City of Newcastle (CN) development policies for the general area, contact our **Customer Contact Centre**.

All information provided is correct as at 21/05/2024. However, it's possible for changes to occur within a short time. We recommend that you only rely upon a very recent certificate.

## City of Newcastle

PO Box 489  
NEWCASTLE NSW 2300

Phone: (02) 4974 2000  
Facsimile: (02) 4974 2222

## Customer Contact Centre

Ground floor,  
12 Stewart Avenue  
Newcastle West NSW 2302

## Office hours:

Mondays to Fridays 8.30 am to 5.00 pm

---

## Part 1:

### Advice provided under section 10.7(2)

*ATTENTION: The explanatory notes appearing in italic print within Part 1 are provided to assist understanding, but do not form part of the advice provided under section 10.7(2). These notes shall be taken as being advice provided under section 10.7(5).*

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

- A. The following environmental planning instruments and development control plans apply to the land, either in full or in part.

##### State Environmental Planning Policies

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Precincts - Regional) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

##### Local Environmental Plans and Development Control Plans

Newcastle Local Environmental Plan 2012

Newcastle Development Control Plan 2023

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

##### Proposed State Environmental Planning Policies

There are currently no draft State Environmental Planning Policies that apply to this land.

Detailed information of any draft State Environmental Planning Policies is available at the NSW Department of Planning and Environment website.

##### Planning Proposals for Local Environmental Plans and Draft Development Control Plans

There are currently no draft DCPs that apply to this land.

Detailed information of any draft environmental planning instruments is available at the NSW Department of Planning and Environment website and on City of Newcastle's website.

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

##### Newcastle Local Environmental Plan 2012

**Zoning:** The Newcastle Local Environmental Plan 2012 identifies the land as being within the following zone(s):

## Zone R2 Low Density Residential

*Note: Refer to [www.newcastle.nsw.gov.au](http://www.newcastle.nsw.gov.au) or [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au) website for LEP instrument and zoning maps.*

The following is an extract from the zoning provisions contained in Newcastle Local Environmental Plan 2012:

### Zone R2 Low Density Residential

- **Objectives of zone**

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To accommodate a diversity of housing forms that respects the amenity, heritage and character of surrounding development and the quality of the environment.

- **Permitted without consent**

Environmental protection works; Home occupations

- **Permitted with consent**

Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Emergency services facilities; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Hospitals; Neighbourhood shops; Oyster aquaculture; Pond based aquaculture; Recreation areas; Residential accommodation; Respite day care centres; Roads; Tank-based aquaculture; Tourist and visitor accommodation

- **Prohibited**

Backpackers' accommodation; Hostels; Rural workers' dwellings; Serviced apartments; Any other development not specified in, permitted without consent or permitted with consent

- **Additional permitted uses**

The land does not have additional permitted uses.

- **Minimum land dimensions for erection of a dwelling-house**

The Newcastle Local Environmental Plan 2012 contains development standards relating to minimum land dimensions for the erection of a dwelling house. Refer to clause 4.1 Minimum subdivision lot size and Part 4 Principle development standards of the Newcastle LEP 2012 for provisions relating to minimum lot sizes for residential development.

- **Critical habitat:** The Newcastle Local Environmental Plan 2012 does not identify the land as including or comprising critical habitat.

- **Area of Outstanding Biodiversity Value**

The land is not within a declared area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

- **Heritage conservation area**

The land is not within a heritage conservation area under an environmental planning instrument.

- **Heritage items**

There are no heritage items listed under an environmental planning instrument.

### 3. Contributions plans

---

The following contribution plan/s apply to the land.

**Section 7.11 Western Corridor Local Infrastructure Contributions Plan 2013 (Updated February 2020):**

The Plan specifies section 7.11 contributions that may be imposed as a condition of development consent.

**Section 7.12 Development Contributions Plan:**

The Plan specifies section 7.12 contributions that may be imposed as a condition of development consent.

*NOTE: Contributions plans are available on our website or may be viewed at our Customer Contact Centre.*

**Housing and Productivity Contribution:**

The Lower Hunter region is subject to Division 7.1 of the Environmental Planning and Assessment Act 1979 and is affected by the Housing and Productivity Contribution.

The Housing and Productivity Contribution may be imposed as a condition of development consent.

*NOTE: For further information visit the Department of Planning website.*

**4. Complying development**

The following information details whether the land is land on which there is a restriction to the effect that complying development may, or may not, be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of that policy:

**Wilderness area**

The land is NOT, and is NOT part of, a wilderness area, within the meaning of the *Wilderness Act 1987*.

**State Heritage Register**

The land is NOT land that is, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act.

**Other Heritage Item**

The land is NOT identified as an item of environmental heritage, or a heritage item, by an environmental planning instrument, or on which is located an item that is so identified.

**Environmentally Sensitive Area or Environmentally Sensitive Land**

Except as otherwise provided by *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the land is NOT within an environmentally sensitive area.

**State Heritage Exemption**

Council does NOT have information about any exemption, granted by the Minister under Section 57(2) of the *Heritage Act 1977*, that may apply to the land.

There is NOT an interim heritage order or exemption thereto, made by Council under Section 57(1A) or (3) of the *Heritage Act 1977*, that applies to the land.

**Draft Heritage Item**

The land is NOT land that comprises, or on which there is, a draft heritage item in a local environmental plan.

**Heritage Conservation Area**

The land is NOT within a heritage conservation area in an environmental planning instrument or a draft heritage conservation area in a local environmental plan.

**Reserved for a Public Purpose**

The land is NOT reserved for a public purpose by an environmental planning instrument.

**Acid Sulfate Soil**

The land is NOT identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

**Significantly contaminated land**

The land is NOT significantly contaminated land within the meaning of the *Contaminated Land Management Act 1997*.

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**Biobanking agreement or property vegetation plan**

The land is NOT subject to a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a property vegetation plan approved under the *Native Vegetation Act 2003*.

**Private land conservation agreement or set aside area**

The land is NOT subject to a private land conservation agreement under the *Biodiversity Conservation Act 2016*. Council does not have information to identify whether the land is a set aside area under section 60ZC of the *Local Land Services Act 2013*.

**Buffer area, river front area, ecologically sensitive area or protected area**

The land is NOT identified by an environmental planning instrument as being within a buffer area, within a river front area, within an ecologically sensitive area or within a protected area.

**Coastline hazard, coastal hazard or coastal erosion hazard**

The land is NOT identified by an environmental planning instrument, a development control plan or a policy adopted by Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.

**Foreshore area**

The land is NOT in a foreshore area.

**25 ANEF contour or higher ANEF contour**

The land is NOT in the 25 ANEF contour or higher ANEF contour.

**Special area**

The land is NOT declared to be a special area under the *Water NSW Act 2014*.

**Unsewered land**

The land is NOT unsewered land to which Chapter 8 of *State Environmental Planning Policy (Biodiversity and Conservation) 2021* applies or is located in any other drinking water catchment identified in any other environmental planning instrument.

**Schedule 5 of the Codes SEPP**

The land is NOT described or otherwise identified on a map specified in Schedule 5 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

**General**

If any restriction is identified above, the restriction may not apply to all of the land and Council does not have sufficient information to ascertain the extent to which complying development may, or may not, be carried out on the land.

Note: restrictions other than those arising from the identified clauses of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may exclude complying development from being carried out on the land.

**5. Exempt development**

The following information details whether the land is land on which there is a restriction to the effect that exempt development may, or may not, be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of clause 1.16(1)(b1)–(d) or 1.16A of that policy:

**Area of Outstanding Biodiversity Value**

The land IS NOT within a declared area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*.

**Area of Declared Critical Habitat**

The land IS NOT within a declared critical habitat under Part 7A of the *Fisheries Management Act 1994*.

**Wilderness area**

The land is NOT, and is NOT part of, a wilderness area, within the meaning of the *Wilderness Act 1987*.

**Listed on the State Heritage Register**

This land IS NOT listed on the State Heritage Register under the *Heritage Act 1977* and IS NOT subject to an interim heritage order under that Act.

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**Listed on Schedule 4 of the Exempt and Complying Development Codes State Environmental Planning Policy (Exempt and Complying Development Codes) 2008**

The land is NOT listed on Schedule 4 of the Exempt and Complying Development Codes State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

**Siding Spring Observatory**

The land is NOT within 18 kilometres of Siding Spring Observatory.

**General**

If any restriction is identified above, the restriction may not apply to all of the land and Council does not have sufficient information to ascertain the extent to which exempt development may, or may not, be carried out on the land.

Note: restrictions other than those arising from the identified clauses of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may exclude exempt development from being carried out on the land.

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

The land IS NOT AFFECTED by any affected building notice of which CN is aware that is in force in respect of the land.

The land IS NOT AFFECTED by any building product rectification order that has not been fully complied with, of which CN is aware that is in force in respect of the land.

The land IS NOT AFFECTED by an outstanding notice of intention to make a building product rectification order of which CN is aware.

An 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**

The land is not identified for acquisition by a public authority (as referred to in section 3.15 of the Act) by any environmental planning instrument or proposed environmental planning instrument applying to the land.

**8. Road widening and road realignment**

*NOTE: Transport for NSW (TfNSW) may have proposals that are not referred to in this item. For advice about affectation by TfNSW proposals, contact Transport for NSW, Locked Mail Bag 30 Newcastle 2300. Ph: 131 782.*

The land IS NOT AFFECTED by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993.

The land IS NOT AFFECTED by any road widening or road realignment under an environmental planning instrument.

The land IS NOT AFFECTED by road widening or road realignment under a resolution of the Council.

**9. Flood related development controls**

9(1) Mapping information is not available and it is unknown if the land or part of the land is within the flood planning area.

9(2) Mapping information is not available and it is unknown if the land or part of the land is between the flood planning area and the probable maximum flood (PMF).

Our information currently indicates that the property is not flood prone land (land within the PMF) as defined by the NSW Government Flood Risk Management Manual 2023.

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

Except as stated below, the land is not affected by a policy referred to in Item 10 of Schedule 2 of the Environmental Planning and Assessment Regulation 2021 that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.



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**Potential acid sulfate soils:** Works carried out on the land must be undertaken in accordance with Clause 6.1 Acid sulfate soils of the Newcastle Local Environmental Plan 2012.

**Land Contamination:** City of Newcastle has a policy restricting development or imposing conditions on properties affected by land contamination. Refer to Section B7 Land contamination of Newcastle Development Control Plan 2023, which is available to view and download from City of Newcastle's website.

*NOTE: The absence of a policy to restrict development of the land because of the likelihood of a particular risk does not imply that the land is free from that risk. City of Newcastle (CN) considers the likelihood of natural and man-made risks when determining development applications under section 4.15 of the Environmental Planning and Assessment Act 1979. Detailed investigation carried out in conjunction with the preparation or assessment of a development application may result in CN either refusing development consent or imposing conditions of consent on the basis of risks that are not identified above.*

#### **11. Bush fire prone land**

The land IS NOT bush fire prone land for the purposes of the Environmental Planning and Assessment Act 1979.

#### **12. Loose-fill asbestos insulation**

Property HAS NOT been notified: Council HAS NOT been notified that: - a residential dwelling erected on this land has been identified in the Loose-fill Asbestos Insulation Register maintained by NSW Fair Trading as containing loose-fill asbestos insulation.

#### **13. Mine Subsidence**

The land IS NOT WITHIN a Mine Subsidence District declared under section 20 of the Coal Mine Subsidence Compensation Act 2017.

*NOTE: The above advice is provided to the extent that City of Newcastle (CN) has been notified by Subsidence Advisory NSW.*

#### **14. Paper subdivision information**

The land IS NOT AFFECTED by any development plan that applies to the land or that is proposed to be subject to a consent ballot.

#### **15. Property vegetation plans**

Not applicable. The Native Vegetation Act 2003 does not apply to the Newcastle local government area.

#### **16. Biodiversity stewardship sites**

The land IS NOT land (of which CN is aware) under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

#### **17. Biodiversity certified land**

The land IS NOT biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

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

CN HAS NOT been notified that an order has been made under the *Trees (Disputes between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

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

The land IS NOT subject to an agreement for annual charges under section 496B of the *Local Government Act 1993* for coastal protection services (within the meaning of section 553B of that Act).

#### **20. Western Sydney Aerotropolis**

The land is not within the Western Sydney Aerotropolis, as defined by Chapter 4 of State Environmental Planning Instrument (Precincts - Western Parkland City) 2021.

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

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(a) The land IS NOT AFFECTED by a current site compatibility certificate (of which CN is aware) issued under the State Environmental Planning Policy (Housing) 2021.

(b) The land IS NOT AFFECTED by any terms of kind referred to in clause 88(2) of the State Environmental Planning Policy (Housing) 2021, that have been imposed as a condition of consent to a development application granted after 11 October, 2007 in respect of the land.

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

The land IS NOT AFFECTED by a valid site compatibility certificate (of which CN is aware) issued under the State Environmental Planning Policy (Affordable Rental Housing) 2009.

## **23. Water or sewerage services**

City of Newcastle does not hold any records as to whether water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

*NOTE: A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.*

## **24. Matters prescribed under the Contaminated Land Management Act 1997**

**Note:** *There are no matters prescribed by section 59(2) of the Contaminated Land Management Act 1997 to be disclosed, however if other contamination information is held by the Council this may be provided under a section 10.7(5) certificate.*

Issued without alterations or additions, 21/05/24  
Authorised by

**JEREMY BATH**  
**CHIEF EXECUTIVE OFFICER**



# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SERVICE LOCATION PLAN

Enquiries: 1300 657 657

### APPLICANT'S DETAILS



InfoTrack

27 TINOBAH

MARYLAND NSW

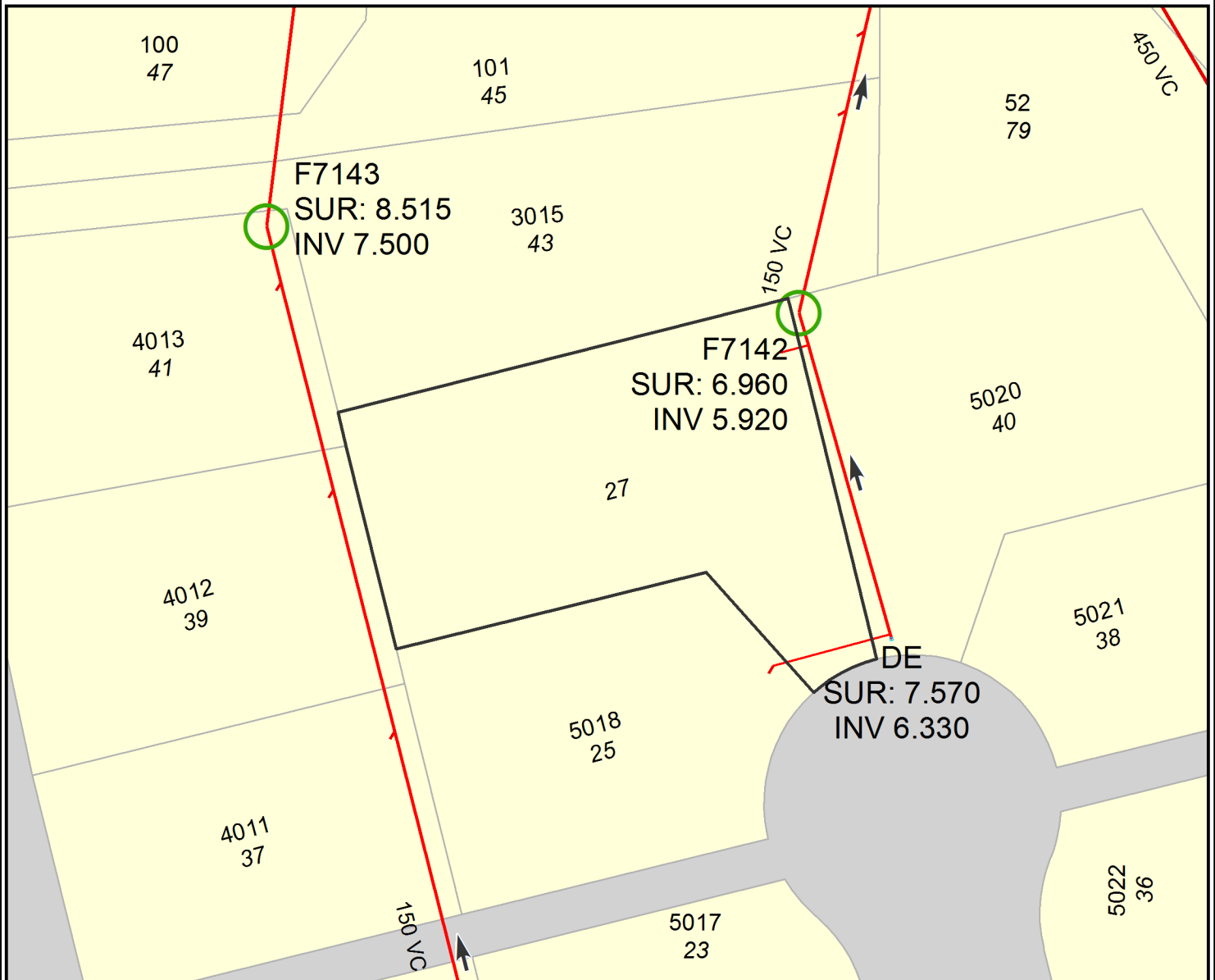
APPLICATION NO.: 2262656

APPLICANT REF: M 240860

RATEABLE PREMISE NO.: 3391810936

PROPERTY ADDRESS: 27B TINOBAH PL MARYLAND 2287

LOT/SECTION/DP:SP: 2//SP 51053



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: 20/05/2024

Scale at A4: 1:500

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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



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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

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

**13 Goods and services tax (GST)**

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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

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

## 24 Tenancies

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



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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

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