

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 69949670	NSW DAN:
vendor's agent	First National Real Estate David Haggarty 454 High Street MAITLAND NSW 2320		Phone: 4933 5544 Fax: 4933 1706 Ref: Pat Howard
co-agent			
vendor			
vendor's solicitor	RM Legal & Conveyancing 5/ 53 Elwell Close Beresfield NSW 2322 PO BOX 142 BERESFIELD NSW 2322		Phone: 02 4018 7555 Fax: Ref: JM:2020/2225
date for completion	28 days after the contract date	(clause 15)	Email: julie@rmlc.com.au
land	65 BIRCH GR ABERGLASSLYN NSW 2320		
(Address, plan details and title reference)	REGISTERED PLAN LOT 321 IN DEPOSITED PLAN 1075428 FOLIO IDENTIFIER 321/1075428		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

vendor agrees to accept a **deposit-bond** (clause 3) NO yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

Electronic transaction (clause 30) no YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

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* (residential withholding payment) NO yes (if yes, vendor must provide further 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) – further 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 email address:

Supplier's 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 *RW rate* (residential withholding rate): \$

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any 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 section 66X of the *Conveyancing Act 1919* and 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 at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
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 section 66W of the Act, 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 section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and 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, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
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)

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>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>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<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>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<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>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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).

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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *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 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.

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 purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *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.

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.
- 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 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.
- 14.6 *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 –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 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).
- 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 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.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 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.
- 16.6 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**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 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
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 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.
- 16.13 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.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *-serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 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; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 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 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 - 3) 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.

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 s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 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 14.5 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own 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 –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - 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 form of 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 The vendor must give a proper covenant to produce where relevant.
- 25.9 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.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 14.1.
- 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 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 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
- 30.3.2 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 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
- 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.
- 30.13 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
- certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
- completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
- conveyancing rules* the rules made under s12E of the Real Property Act 1900;
- discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
- ECNL* the Electronic Conveyancing National Law (NSW);
- effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
- electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
- electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties'* *Conveyancing Transaction*;

<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>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<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>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<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> .

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 The purchaser must –
- 31.2.1 at least 5 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 clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 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 clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 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.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

SPECIAL CONDITIONS FORMING PART OF THE CONTRACT

1 Purchaser's warranty as to real estate agent

- 1.1 The purchaser warrants that the purchaser was not introduced to the property or the Vendor by a Real Estate Agent other than the Real Estate Agent, if any, disclosed on the front page of the contract and the purchaser agrees to indemnify the Vendor against any claim for commission, including the Vendor's costs of defending any such claim, which arises as a result of the purchaser's breach of this warranty;
- 1.2 This warranty and indemnity will not merge on completion;
- 1.3 The Vendor warrants that he has not entered into a sole or exclusive agency agreement as at the date hereto with any agent other than the agent named on the front page of the contract.

2 Liquidated damages

- 2.1 In the event that the Purchaser does not complete this contract on or before the completion date, and provided the Vendor is ready and willing to complete the contract, then the Purchaser shall from that date pay interest on the balance of the purchase price at the rate of 8% pa until completion.
- 2.2 In the event that the Vendor serves a Notice to Complete, the sum of \$330.00 on account of the additional legal fees incurred by the Vendor because of the delay;
- 2.3 The Purchaser acknowledges that the payment of the liquidated damages referred to herein is contemporaneous with the payment of the purchase price on settlement. It is agreed that the amount payable pursuant to this condition is a genuine pre-estimate of the Vendors' loss of interest for the purchase money and liability for rates and outgoings.

3 Time Under Notice

The parties agree that 14 days shall be reasonable notice for the purpose of any notice served by either party, including a notice to complete, making time of the essence.

4 Present Condition and State of Repair

(a) The Purchaser acknowledges that the property is being purchased: -

- In its present condition and state of repair;
- With any defects regarding construction or repair of any improvements thereon;

- Subject to any infestation and dilapidation; and
- In reliance upon the Purchaser's own inspection or the inspection of others engaged by the Purchaser.

(b) The Purchaser further acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness, for any purpose of any part of the property other than as contained in this Contract.

(c) The Purchaser must, at completion, accept the property in its present state of condition and repair at the Contract date, subject to fair wear and tear.

5 Condition of Inclusions

5.1 The inclusions listed on the front page of Contract are included in the purchase and the purchase price. The Purchaser:

- (a) acknowledges that none of the inclusions are new;
- (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 their current state of repair and condition, including reasonable fair wear and tear during the Contract period.

5.2 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 inclusions.

6 Death and Mental Illness

If the Vendor or Purchaser or any one or more of them shall die, or become mentally ill pursuant to the *Mental Health Act 2007* No 8 prior to completion of this Contract, then either party may by notice in writing to the other party's legal representative may rescind this contract whereupon the provisions of clause 19 shall apply.

7 Requisitions on Title

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.

8 Counterpart and Electronic Contract

8.1 This Contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument;

8.2 Execution by the parties of the Contract by email or electronically via docuSign and transmission of the executed Contract by either of those means shall constitute a valid and binding execution of this Contract by such part or parties.

8.3 For the purposes of the *Electronic Transaction Act 1999* (CTH) and *Electronic Transactions Act 2000* (NSW) each party consents to receiving and sending the Contract electronically.

- 8.4 The purchaser acknowledges that an original 'ink' signed copy of the vendors signed contract will not be provided.

9 Electronic Settlement

- 9.1 The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law;
- 9.2 The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event, any disbursements incurred will be shared equally by the parties and adjusted at settlement, but each party shall pay their own costs;
- 9.3 Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so;
- 9.4 Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to Join;
- 9.5 Settlement takes place when the financial settlement takes place;
- 9.6 Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement;
- 9.7 If time is of the essence of the transaction and settlement fails to proceed due to a system failure, then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed;
- 9.8 Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices; and

10 Sewer Diagram – Hunter Water

- 10.1 The Vendor discloses, and the purchaser specifically acknowledges that the diagram annexed to the Contract may only disclose the sewer main and, as at the date of this Contract, this is the only diagram available for the property from Hunter Water.
- 10.2 The Purchaser accepts this diagram and shall make their own inquiries in relation to the services and the diagram. The Purchaser agrees to not call upon the Vendor to supply an updated diagram nor make any objection, requisition or claim, delay completion, rescind or terminate the Contract in respect of any matter disclosed in or arising from this clause.

11 GST - Residential

The Purchaser warrants that the property will be used predominately for residential accommodation. The Purchaser will indemnify the Vendor against any liability to pay GST arising from breach of this warranty. This clause shall not merge on completion.

12 Tenancy

If a tenant is in occupation of the property, and if page one (1) of this Contract provides for the Vendor to give Vacant Possession of the property on completion of this Contract, then the following provisions shall apply:

- (a) Completion of this Contract is conditional upon the Vendor obtaining Vacant Possession of the property from the tenant. The Vendor shall forthwith serve Notice to Vacate on the tenant and will pursue that notice; and
- (b) Neither party will be entitled to serve a Notice to Complete on the other party until Vacant Possession by the tenant is available to the Vendor.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Possession and tenancies

- 1 Vacant possession of the property must be given on completion unless the Contract provides otherwise.
- 2 Is anyone in adverse possession of the property or any part of it?
- 3 (a) What are the nature and provisions of any tenancy or occupancy?
(b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
(c) Please specify any existing breaches.
(d) All rent should be paid up to or beyond the date of completion.
(e) Please provide details of any bond together with the Rental Bond Board's reference number.
(f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
- 4 Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the Landlord and Tenant (Amendment) Act 1948.)
- 5 If the tenancy is subject to the Residential Tenancies Act 1987:
(a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
(b) have any orders been made by the Residential Tenancies 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.
- 7 On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
- 8 When and where may the title documents be inspected?
- 9 Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

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

Survey and building

- 12 Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
- 13 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.
- 14 (a) Have the provisions of the Local Government Act, the Environmental Planning and Assessment Act 1979 and their regulations been complied with?

- (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the Environmental Planning and Assessment Act 1979 for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the Home Building Act 1989.
15. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
16. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the Swimming Pools Act 1992?
 - (c) if the swimming pool has been approved under the Local Government Act 1993, please provide details.
 - (d) are there any outstanding notices or orders?
17. (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (e) Has the vendor received any notice, claim or proceedings under the Dividing Fences Act 1991 or the Encroachment of Buildings Act 1922?

Affectations

18. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
19. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
20. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?

- (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
21. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
- (b) If so, do any of the connections for such services pass through any adjoining land?
- (c) Do any service connections for any other property pass through the property?
22. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

23. 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

24. 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.
25. 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.
26. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
27. The purchaser reserves the right to make further requisitions prior to completion.
28. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 321/1075428

SEARCH DATE	TIME	EDITION NO	DATE
1/7/2020	10:32 AM	4	8/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 321 IN DEPOSITED PLAN 1075428
AT ABERGLASSLYN
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF GOSFORTH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1075428

FIRST SCHEDULE

JONATHAN NEVILLE CLARK
KYLIE JOANNE CLARK
AS JOINT TENANTS (T AJ441477)

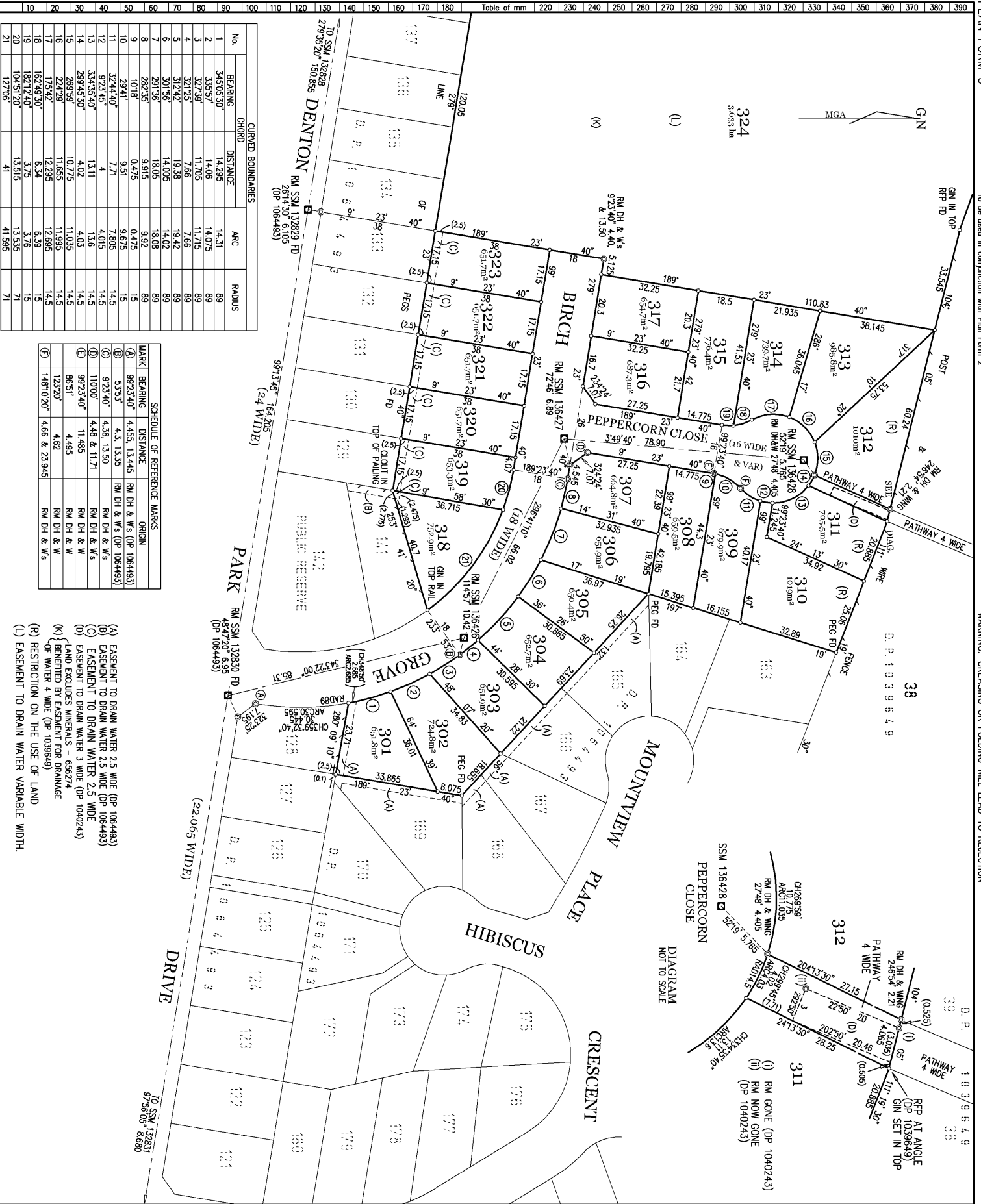
SECOND SCHEDULE (8 NOTIFICATIONS)

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 656274 LAND EXCLUDES MINERALS
- DP1039649 EASEMENT FOR DRAINAGE OF WATER 4 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- DP1064493 EASEMENT TO DRAIN WATER 2.5 METRES WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- DP1075428 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- DP1075428 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- DP1075428 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (3) IN THE S. 88B INSTRUMENT
- AJ441478 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



No.	BEARING	CHORD	DISTANCE	ARC	RADIUS
1	345°05'30"	14.295	14.31	89	89
2	335°57'	14.075	14.075	89	89
3	327°39'	11.705	11.715	89	89
4	321°25'	7.66	7.66	89	89
5	312°42'	19.38	19.42	89	89
6	301°56'	14.005	14.02	89	89
7	291°36'	18.05	18.08	89	89
8	282°35'	9.915	9.92	89	89
9	101°18'	9.51	9.675	15	15
10	294°41'	7.21	7.805	15	15
11	323°44'0"	4.015	4.015	14.5	14.5
12	323°45'	13.11	13.11	14.5	14.5
13	334°35'40"	4.02	4.03	14.5	14.5
14	289°45'30"	10.775	11.025	14.5	14.5
15	286°58'	11.66	11.66	14.5	14.5
16	222°29'	12.295	12.695	14.5	14.5
17	175°42'	6.34	6.39	15	15
18	162°46'30"	3.75	3.76	15	15
19	182°12'00"	13.515	13.525	71	71
20	104°51'20"	41.985	41.985	71	71
21	127°06'	41	41	71	71

MARK	BEARING	DISTANCE	ORIGIN
(A)	99°23'40"	4.455, 13.445	RM DH & WS (DP 1064493)
(B)	33°53'	4.3, 13.35	RM DH & WS (DP 1064493)
(C)	92°34'0"	4.38, 13.50	RM DH & WS (DP 1064493)
(D)	110°00'	4.48 & 11.71	RM DH & WS (DP 1064493)
(E)	99°23'40"	11.485	RM DH & WS (DP 1064493)
(F)	123°20'	4.892	RM DH & WS (DP 1064493)
(G)	148°10'20"	4.66 & 23.945	RM DH & WS (DP 1064493)

- (A) EASEMENT TO DRAIN WATER 2.5 WIDE (DP 1064493)
- (B) EASEMENT TO DRAIN WATER 2.5 WIDE (DP 1064493)
- (C) EASEMENT TO DRAIN WATER 2.5 WIDE (DP 1064493)
- (D) EASEMENT TO DRAIN WATER 3 WIDE (DP 1040243)
- (E) EASEMENT TO DRAIN WATER 3 WIDE (DP 1040243)
- (F) BENEFITTED BY EASEMENT FOR DRAINAGE OF WATER 4 WIDE (DP 1039849)
- (G) RESTRICTION ON THE USE OF LAND (DP 1039849)
- (H) EASEMENT TO DRAIN WATER VARIABLE WIDTH.
- (I) EASEMENT TO DRAIN WATER VARIABLE WIDTH.

Reduction Ratio 1: 800

SURVEYOR'S REFERENCE: 02/14/3

DP1075428

Registered: 12-7-2005

SEE SIGNATURES FORM

Authorised Person/General Manager/Accredited Certifier

This is sheet 2 of my plan in 2 sheets

For use where space is insufficient in any panel on Plan Form 2

CERTIFICATES, SIGNATURES AND SEALS

Sheet 1 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 100 DP1071841

DP1075428


Registered:  12-7-2005

Surveying Regulation, 2001

I, Brett Douglas Kittel.....
 of Pulver Cooper & Blackley, Maitland.....
 a surveyor registered under the *Surveying Act, 2002*, certify that the
 survey represented in this plan is accurate, has been made in
 accordance with the *Surveying Regulation, 2001* and was completed
 on: 21st March 2005.....

The survey relates toLots 301 to 323.....

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

Signature  Dated: 21/03/05
 Surveyor registered under the *Surveying Act, 2002*

Datum Line:X-Y.....
 Type: Urban/Rural

**SIGNATURES, SEALS and STATEMENTS of intention
 to dedicate public roads or to create public reserves
 and drainage reserves.**

It is intended to dedicate Peppercorn Close, the extension
 of Birch Grove and Pathway 4 wide (subject to easement
 to drain water 3 wide created by DP1040243) to the Public
 as Public Road.





PETER BRIAN ICKLOW



ALFRED ATTARD





Crown Lands NSW/Western Lands Office Approval

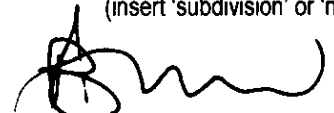
I.....in approving this plan certify
 (Authorised Officer)
 that all necessary approvals in regard to the allocation of the land
 shown herein have been given

Signature:.....
 Date:.....
 File Number:.....
 Office:.....

Subdivision Certificate

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

the proposed.....Subdivision set out herein
 (insert 'subdivision' or 'new road')



* Authorised Person/General Manager/Accredited Certifier

Consent Authority: MAITLAND CITY COUNCIL...
 Date of Endorsement: 12.5.05.....
 Subdivision Certificate no: 02 4226.....
 File no:DA02-4226

* Delete whichever is inapplicable.

Use PLAN FORM 6A for additional
 certificates, signatures and seals

SURVEYOR'S REFERENCE: 02/141/3

* OFFICE USE ONLY

CERTIFICATES, SIGNATURES AND SEALS

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 100 DP1071841

DP1075428

*

Registered:



12-7-2005

*

Subdivision Certificate No:

Date of Endorsement:

SIGNED SEALED AND DELIVERED

For and on behalf of)
ST GEORGE BANK LIMITED)
(A.C.N. 055 513 070) by its)
attorneys under power of)
attorney registered No. 125)
Book 4182)

ATTORNEY
Print Name: **David Malcolm Matheson**
Position Held: **Credit Administration Manager**

ATTORNEY
Print Name: **Anita Quagliata**
Position Held: **Credit Analyst** 1

WITNESS
Print Name: **Kelley Cheng**
Credit Analyst

* OFFICE USE ONLY



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 1 of 7 Sheets)
ePlan

Plan: DP1075428

Subdivision of Lot 100 DP 1071841 covered
by Council subdivision certificate No. 024226

**Full name and address of proprietor of the land:
(part formerly in Lot 222 DP 1005108)**

Worrigeo Developments Pty Limited
ACN 088 294 491
Level 1, 828 Pacific Highway
Gordon NSW 2072

**Full name and address of mortgagee of the land:
(part formerly in Lot 222 DP 1005108)**

St George Bank Limited
4-16 Montgomery Street
Kogarah NSW 2217

**Full name and address of mortgagee of the land
(part formerly in Lot 1 DP 659584)**

Margaret Joyce Enright and Daniel Charles Redman
Denton Park Road,
Rutherford NSW 2320

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement to drain water 2.5 wide (C)	323 322 321 320 319 318	324 323, 324 322, 323, 324 321, 322, 323, 324 320, 321, 322, 323, 324 319, 320, 321, 322, 323, 324
2	Restriction on the use of land (R)	310, 311, 312	Maitland City Council
3	Restriction on the use of land	301 310 to 323 inclusive	Every other lot except 324
4	Easement to drain water variable width (L)	324	144 DP1064493

MB 28.2.2007



LOTS BURDENED IN RESTRICTION NO. 3 AMENDED IN LPI VIDE 2006/1138 (REQUEST AC599700)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 2 of 7 Sheets)

ePlan

Plan: DP1075428

Subdivision of Lot 100 DP 1071841 covered
by Council subdivision certificate No. 024226

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit a` prendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement to drain water variable width (DP 1064493)	100 DP 1071841	144 DP 1064493

Part 2 (Terms)

2. Terms of restriction on the use of land (R)

No fencing is to be erected along the common boundary with Lots 38 or 39 DP1039649 unless such fencing:

- (a) is of rural type post and rail and/or post and wire, and
- (b) has no cladding of any kind.

3. Terms of restriction on the use of land

- (a) No building or buildings shall be erected or be permitted to remain erected on the Lot Burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibre cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 75% of the total area of the external walls.

Timber and/or fibre cement shall not be used in external walls except in conjunction with all or any of the above listed materials and the proportion shall not exceed 25% of the total area of the external walls except in the case of a two storey building where the proportion shall not exceed 40% of the total area of the external walls.

- (b) No main building shall be erected on the Lot Burdened having a flat roof unless the design thereof be firstly approved by Worrigea and as to what constitutes a flat roof shall be determined by Worrigea whose decision shall be final and binding.
- (c) No building shall be erected on the Lot Burdened having a roof of

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 3 of 7 Sheets)

ePlan

Plan: DP1075428

Subdivision of Lot 100 DP 1071841 covered
by Council subdivision certificate No. 024226

- (i) corrugated tin, iron, steel or aluminium unless it is non reflective, or
- (ii) fibre cement, asbestos cement, fibre glass or any other material of a similar nature.
- (d) (i) No paling fence shall be erected on the Lot Burdened closer to the street than the house building line as fixed by the Council and where the Burdened Lot is a corner lot this restriction shall apply to both street frontages,
(ii) Any fence erected on the front alignment of the Lot Burdened for a distance equal to such building line shall not exceed 0.76 metres in height,
(iii) What constitutes a paling fence shall be determined by Worrigea and its decision shall be final and binding on the Registered Proprietor.
- (e) No trees standing on the Lot Burdened shall be lopped, topped, ring barked or removed without the prior consent of the Council.
- (f) No advertisement hoarding sign or sign offering land only for sale or any other similar structure will be erected or permitted to remain on the Lot Burdened nor shall any Lot Burdened or building erected thereon be used for the display of any advertisement sign or notice, provided that this restriction shall not prevent the display of a builder's sign no larger than 1.90 x 1.20.

If the Registered Proprietor or any one acting on behalf of the Registered Proprietor places a sign on the Lot Burdened in contravention of this restriction Worrigea shall be entitled to remove the sign and the Registered Proprietor grants to Worrigea a licence to enter on to the Lot Burdened for this purpose.
- (g) No main building shall be erected on the Lot Burdened which has a floor area, including car accommodation, of less than 140 square metres.
- (h) No garage or outbuilding shall be erected or permitted to remain on the Lot Burdened except until after or concurrently with the erection of any main building.
- (i) No main building shall be erected on the Lot Burdened unless it has an attached garage or carport and such garage or carport shall have a minimum floor area of 15 square metres. The floor area of an attached carport shall be deemed to be the area of the roof of the carport.
- (j) No garage on the Lot Burdened shall be used as or be converted for use as a habitable area. For the purpose of this restriction a habitable area shall be defined as any room capable of being lived in and shall include kitchens, bedrooms, bathrooms, living rooms, dining rooms, rumpus rooms and sunrooms or the like either singularly or in combination with each other or with other rooms.

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 4 of 7 Sheets)

Plan: DP1075428

Subdivision of Lot 100 DP 1071841 covered
by Council subdivision certificate No. 024226

ePlan

- (k) Unless the Registered Proprietor obtains the prior written consent of Worrigeer the Registered Proprietor shall not:
- (i) construct more than one dwelling on the Lot Burdened,
 - (ii) construct any building of the nature known as semi-detached duplex on the Lot Burdened,
 - (iii) use or permit to be used the Lot Burdened for any purpose other than as a private dwelling,
 - (iv) alter a building on the Lot Burdened in such a way as to create a further dwelling on the Lot Burdened,
 - (v) subdivide the Lot Burdened, or
 - (vi) operate or permit to be operated upon or about the Lot Burdened a childcare centre, kindergarten or other similar activity.
- (l) No main building on the Lot Burdened shall be used or occupied for residential purposes until completion of the construction of garaging or other vehicle accommodation.
- (m) No fence shall be constructed with steel, aluminium or colorbond sheeting or fibre cement or asbestos cement or fibreglass or any other material of a similar nature.
- (n) No motor vehicle weighing over three tonnes shall be garaged, stored or permitted to remain on the Lot Burdened or the roadway adjacent to the Lot Burdened.
- (o) No fence shall be erected on the Lot Burdened to divide it from any adjoining land owned by Worrigeer without the consent of Worrigeer but such consent shall not be withheld if such fence is erected without expense to Worrigeer. This restriction shall remain in force in respect of a Lot Burdened only during such time as Worrigeer is the registered proprietor of any land immediately adjoining the Lot Burdened.
- (p) In undertaking any construction upon the Lot Burdened the Registered Proprietor shall not without the prior written consent of Eastbrook make use of any concrete unless:
- (i) for concrete with a mega pascal (MPa) rating not exceeding 32, the concrete is made by blending gravel and sand sourced from the Hunter River above its junction with Goulburn River with fine sand so as to comply with Australian Standard AS2758/1999 (concrete aggregates), and
 - (ii) for all exposed concrete (irrespective of MPa rating), this concrete is made only by using Hunter River gravel sourced above its junction with the Goulburn River.

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 5 of 7 Sheets)

ePlan

Plan: DP1075428

Subdivision of Lot 100 DP 1071841 covered
by Council subdivision certificate No. 024226

The corporation which is empowered to and has the right to release vary or modify or enforce these restrictions without the consent or concurrence of any Registered Proprietor is Worrigeer for the period commencing upon the date of registration of the Plan and terminating on the later of:

- (a) the date upon which Worrigeer ceases to be the Registered Proprietor of any lot in the Plan, and
- (b) two years from the date of registration of the Plan.

Any release variation or modification of these restrictions in respect of a Lot Burdened shall be made and done in all respects at the cost and expense of the Registered Proprietor.

In addition to the lots benefited by these restrictions on the use of land, for a period of five (5) years from the date of registration of the Plan Worrigeer shall be entitled to the benefit of these restrictions and may bring proceedings to enforce these restrictions notwithstanding that at the time of commencement of any such proceedings it may not itself be the proprietor of any lot benefited by these restrictions.

Definitions

In this Instrument:

"Council" means Maitland City Council.

"dwelling" includes any building or part of a building designed for or suitable for separate self contained occupancy.

"Lot Burdened" means a lot burdened by this restriction on the use of land and includes each and every part of such a lot.

"Plan" shall mean the plan of subdivision to which this instrument relates.

"Registered Proprietor" means the registered proprietor from time to time of the Lot Burdened.

"Worrigeer" shall mean Worrigeer Developments Pty Limited its successors nominees or assigns other than purchasers on sale.

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 6 of 7 Sheets)
ePlan

Plan: DP1075428

Subdivision of Lot 100 DP 1071841 covered
by Council subdivision certificate No. 024226

Name of Authority empowered to release, vary or modify the easements firstly and fourthly referred to in the Plan.

The lots burdened and benefited only with the consent of Maitland City Council

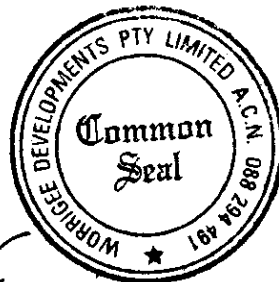
Name of Authority empowered to release, vary or modify the restriction on the use of land secondly referred to in the Plan.

Maitland City Council

Name of Company empowered to release, vary or modify the restriction on the use of land thirdly referred to in the Plan.

Worrigee Developments Pty Limited

THE COMMON SEAL of
WORRIGEE DEVELOPMENTS PTY
LIMITED ACN 088 294 491 was hereunto
affixed in accordance with its Articles of
Association in the presence of:)
)
)
)
)



W
Director/Secretary **ALFRED ATTARD**

Director **PETER BRIAN ICKLOW**

Execution by St George Bank:

SIGNED SEALED AND DELIVERED
For and on behalf of
ST. GEORGE BANK LIMITED
(A.C.N. 055 513 070) by its
attorneys under power of
attorney registered No. 125
Book 4182)
)
)
)
)

David Malcolm Matheson
ATTORNEY **David Malcolm Matheson**
Print Name: **Credit Administration Manager**
Position Held:

Anita Quagliata
ATTORNEY **Anita Quagliata**
Print Name: **Credit Analyst**
Position Held:

Kelley Cheng
WITNESS **Kelley Cheng**
Print Name: **Credit Analyst**

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 7 of 7 Sheets)

Plan: DP1075428

Subdivision of Lot 100 DP 1071841 covered
by Council subdivision certificate No. 024226

ePlan

SIGNED in my presence by
MARGARET JOYCE ENRIGHT

)
)



Signature of witness



Margaret Joyce Enright

TERENCE DOMINIC MAHER

Name of witness


SOLICITOR

26 CHURCH ST, MAITLAND

Address of witness

SIGNED in my presence by
DANIEL CHARLES REDMAN

)
)



Signature of witness



Daniel Charles Redman

TERENCE DOMINIC MAHER

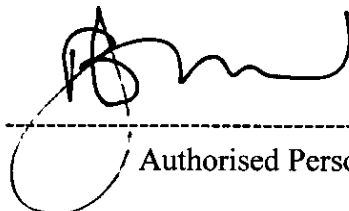
Name of witness

SOLICITOR

26 CHURCH ST, MAITLAND

Address of witness

Approved by the Maitland City Council



Authorised Person

REGISTERED



12-7-2005

REC'D 30 APR 1912 11:10 AM

New South Wales.

656274

Fees:
Transfer
Endorsement
Certificate
1:0:0
4/10/10
30.11.12



MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900.)



N.S.W.
DEPARTMENT
26.4.12.K
OF
STAMP DUTIES

SEE SIMPLE

a Name, residence, occupation, or other designation, in full, of Transferor.
I, AUBREY ARTHUR KING of West Maitland in the State of New South Wales
Medical Practitioner,

b If a less estate, strike out "in fee simple" and interline the required alteration.
being registered as the proprietor of an Estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum

c All subsisting encumbrances must be noted hereon. (See page 2.)
underwritten or endorsed hereon, in consideration of ONE THOUSAND THREE HUNDRED AND THIRTY SEVEN POUNDS THREE SHILLINGS AND NINE PENCE
d If the consideration be not pecuniary, state its nature concisely.
£1337 -3 -9.

e Name, residence, occupation, or other designation in full, of transferee.
paid to me by BULGER BALTHAZAR BUFFIER of East Maitland in the said State Gazier

f If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.
the receipt whereof I hereby acknowledge,

g If to two or more, state whether as joint tenants or tenants in common.
do hereby transfer to the said Bulger Balthazar Buffier

h Area, in acres, roods, or perches.
ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing One hundred and thirty three acres two roods and thirty five perches

i Parish or town and county.
situate in the Parishes of Maitland and Gosforth, County of Northumberland Shire of Cessnock.

j "The whole" or "part," as the case may be.
being part of the land comprised in Certificate of Title

k "Crown Grant," or "Certificate of Title."
dated 19 March 1912 registered volume No. 2237 folio 82
and being Lot TWO on Deposited Plan No. 6438.

l Strike out if not applicable.
These references will suffice, if the whole land in the grant or certificate be transferred.
And also in the pieces of land as follows:—

But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description of plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:—
"as delineated in the plan hereon for [inserted hereon]" or "described as follows, viz.:"
Any annexure must be signed by the parties and their attesting witnesses. Here also should be set forth any right of way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

m Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

See Reservation next page

[Rule up all blanks before signing.]

The form when filled in should be ruled up so that no additions are possible. No alteration should be made by erasure. The words referred to should be crossed through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

[Price, 6d.]

14672 41467

MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO.

p See note "a" page 1.
A very short note of
the particulars will
office.

~~RESERVATIONS~~ contained in the Crown Grant referred to in the
within mentioned Certificate of Title.

RESERVING to Aubrey Arthur King in fee simple the coal and other
minerals in and under the said land together with all necessary rights
powers and easements for searching for winning for getting and carrying
away the same provided that the surface of the said land be not in any
way damaged or interfered with.

Mortgage No. 647458 from the Transferrer to the Bank of New South
Wales.

[Rule up all blanks before signing.]

If this instrument be
signed or acknowledged
before the Registrar-
General or Deputy
Registrar General, or
a Notary Public, a
J.P., or Commissioner
for Affidavits, to whom
the Transferrer is
known, no further
authentication is
required. Otherwise
the ATTESTING WITNESS
must appear before
one of the above
functionaries to make
a declaration in the
annexed form.

This applies only to
instruments signed
within the State.
If the parties be
resident without the
State, but in any
British Possession, the
instrument must be
signed or acknowledged
before the Registrar-
General or Recorder of
Titles of such
Possession, or before
any Judge, Notary
Public, Governor,
Government Resident,
or Chief Secretary of
such Possession. If
resident in the
United Kingdom, then
before the Mayor or
Chief Officer of any
Corporation, or a
Notary Public. And if
resident at any foreign
place, then before the
British Consular
Officer at such place.
If the Transferrer or
Transferee signs by a
mark, the attestation
must state "that the
instrument was read
over and explained to
him, and that he
appeared fully to un-
derstand the same."

In witness whereof, I have hereunto subscribed my name, at West Maitland
the *Twenty 2nd* day of *April* in the year
of our Lord one thousand nine hundred and twelve

Signed in my presence by the said

AUBREY ARTHUR KING

WHO IS PERSONALLY KNOWN TO ME

Aubrey Arthur King

Aubrey Arthur King

Transferrer.

Signed

W. J. Muller

THE BANK OF NEW SOUTH WALES being the Mortgagees under Mortgage
Number 647458 dated the twenty-second day of September One thousand
nine hundred and eleven HEREBY ACKNOWLEDGE to have received from the
within named BUIGER BALHAZAR BUNNIE the sum of Ten Shillings and in
consideration of such payment HEREBY DISCHARGE from the aforesaid
Mortgage Number 647458 the land comprised in the within Transfer BUT
without prejudice to the continuance of the said Mortgage as to the oth
lands therein comprised and without prejudice to any other
security or securities held by the BANK OF NEW SOUTH WALES in respect
of any principal interest or other moneys intended to be secured by the
aforesaid Mortgage Number 647458
DATED this day of April A.D. 1912

Repeat attestation for
additional parties if
required.

81 8121

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the
usual declaration that no notice of revocation has been received.

For the signature of the Transferee here to an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act, and that the signature of the Transferee cannot be obtained without delay and at difficulty.
[Signature]
for the Transferee.

Signed in my presence by the said *James Harold King* *[Signature]*
Robert Inke and
BULGER BALTHAZAR BUIFFER
WHO IS PERSONALLY KNOWN TO ME
[Signature]
Arthur Mathews

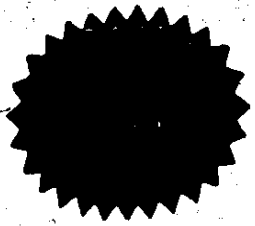
(* The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See note "o" in margin.)
N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person, falsely or negligently certifying to a penalty of £50, also, the damages recoverable by parties injured.

THE BANK OF NEW SOUTH WALES being the Mortgagees under Mortgage Number 647458 dated the Twenty second day of September One thousand nine hundred and eleven HEREBY ACKNOWLEDGE to have received from the within named *Arthur King* *[Signature]* ~~BULGER BALTHAZAR BUIFFER~~ the sum of Ten shillings and in consideration of such payment HEREBY DISCHARGE from the aforesaid Mortgage Number 647458 the land comprised in the within Transfer BUT without prejudice to the continuance of the said Mortgage as to the other lands therein comprised and without prejudice to any other security or securities held by the BANK OF NEW SOUTH WALES in respect of any principal interest or other moneys intended to be secured by the aforesaid Mortgage Number 647458.

DATED this *Twenty third* day of April A.D. 1912.

The Common Seal of the BANK OF NEW SOUTH WALES was hereto duly affixed at a Board of Directors of the said Bank by the authority of the Directors whose signatures are set opposite thereto in the presence of

[Signature]
[Signature]
[Signature]



FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at _____, the _____ day of _____, one thousand nine hundred and _____ the attesting witness to this instrument, and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said _____ is his own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

- 1 May be made before either Registrar, General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits.
- 2 Not required if the instrument itself be made or acknowledged before one of these parties.
- 3 Name of witness and residence.
- 4 Name of Transferee.
- 5 Name of Transferee.

For the signature of the Transferee here to an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or impersonation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said *James Kardorff, Macfarlane*
Robert W. Leitch
~~BULGER BALTHAZAR BULLIER~~
WHO IS PERSONALLY KNOWN TO ME
Macfarlane
Robert W. Leitch

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act. *And that the signature of the transferee cannot be obtained without delay or difficulty.*
James Kardorff
for the Transferee.

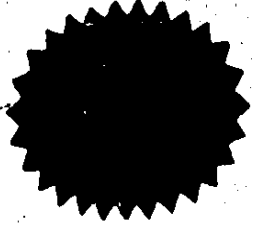
(* The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See note "o" in margin.)
N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person, falsely or negligently certifying to a penalty of £50, also, to damages recoverable by parties injured.

THE BANK OF NEW SOUTH WALES being the Mortgagees under Mortgage Number 647458 dated the Twenty second day of September One thousand nine hundred and eleven HEREBY ACKNOWLEDGE to have received from the within named *Robert William King* ~~BULGER BALTHAZAR BULLIER~~ the sum of Ten shillings and in consideration of such payment HEREBY DISCHARGE from the aforesaid Mortgage Number 647458 the land comprised in the within Transfer BUT without prejudice to the continuance of the said Mortgage as to the other lands therein comprised and without prejudice to any other security or securities held by the BANK OF NEW SOUTH WALES in respect of any principal interest or other moneys intended to be secured by the aforesaid Mortgage Number 647458.

DATED this *Twenty third* day of April A.D. 1912.

The Common Seal of the BANK OF NEW SOUTH WALES was hereunto duly affixed at a Board of Directors of the said Bank by the authority of the Directors whose signatures are set opposite the note in the presence of

James Kardorff
Robert W. Leitch
R. T. King



FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at _____, the _____ day of _____, one thousand nine hundred and _____ the attesting witness to this instrument, and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said _____ is his own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

- q May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.
- r Name of witness and residence.
- s Name of Transferee.
- t Name of Transferee.

Registrar General, Deputy, Notary Public, J.P., or Commissioner for Affidavits.

Memorandum of Transfer
 4/11/12
 4/11/12

No. **656274** Memorandum of Transfer of

133 acres 2 rods and 35 perches of land situate in the Parish of Maitland and Gosforth, County of Northumberland and Shire of Cessnock being Lot Two on deposited Plan Number 6438.

Reserving mines, minerals etc.

Lodged by
 (Name) Bowler and Mackenzie
 (Address) 279 George Street
Sydney.

*Affairs for,
 Waller & Hasell
 Solicitors,
 West. Mailant.*

AUBREY ARTHUR KING *Transferor.*
 BULGER BALHAZAR BUFFIER *Transferee.*

Particulars entered in the Register Book, Vol. **2234**
 Folio **22**

the **30th** day of **April**, 19**12**,
 at **10** minutes **10/11** o'clock
 in the **fore** noon.



Relia

	DATE	INITIALS
SENT TO DRAFTING BRANCH	MAY 11 1912	<i>JS</i>
REMOVED FROM RECORDS		
DRAFT WRITTEN	15.5.12	<i>CB</i>
DRAFT EXAMINED <i>found</i>	15.5.12	<i>JS</i>
RETURN TO RECORDS		
DRAFT EXAMINED		
REMOVED FROM RECORDS		
CERTIFICATE PREPARED		
CERTIFICATE COMPLETE		
CERTIFICATE EXAMINED	22.5.12	<i>JS</i>
AT CONTACT	27.6.12	<i>JS</i>
D.P. REGISTERED	27 MAY 1912	<i>JS</i>

VOL. **2254** P. **178**

91716

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-
 No Transfer can be registered until the fees are paid.
 If a person is desired to have a certificate for the remainder, this should be stated, and a new Certificate should be prepared on payment of an additional 50s.; but to save the expense, if it be intended to make several Transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subdividing portion.
 50s. will be required for each additional Certificate.
 Persons to whom a common must require a new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1874, the purchaser is not compelled to take out a new Certificate of Title, if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
 The Transfer is not valid until the payment is received.
 The Registrar will be obliged on personal application of Purchasers or their Solicitors or upon an order obtained before a Magistrate.
 N.B.—All lands granted from the Crown since the 1st January, 1860, and, *quo facto*, under the provisions of the Real Property Act and must be dealt with in the forms prescribed by that Act.

ORIGINAL

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

Sheet 1 of 9 sheets

LENGTHS ARE IN METRES

DP1039649

Subdivision of lot 37 in DP1025965
covered by Subdivision Certificate
No: 94-423 OF 14-5-2002

FULL NAME & ADDRESS OF
PROPRIETOR OF LAND:

FKP RESIDENTIAL DEVELOPMENTS
PTY LTD
5th floor, 120 Edward St, Brisbane 4001

PART 1

1. Identity of easement or
restriction firstly referred to
in abovementioned plan.

Easement to drain water 3 wide

Lots burdened

Lots, Name of Road or authority
benefited

48
49
50
52

Council of City of Maitland and lots 49 and 50
Council of City of Maitland
Council of City of Maitland and lot 49
Council of City of Maitland

2. Identity of easement or
restriction secondly referred
to in abovementioned plan.

Easement to drain water 2.5 wide

Lots Burdened

Lots, Name of Road or authority
benefited

41
44
48

43
43, 41
47

3. Identity of easement or
restriction thirdly referred
to in abovementioned plan.

Easement for the drainage of water 4 wide

Amey
Amey

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

Sheet 2 of 9 sheets

DP1039649

Subdivision of lot 37 in DP1025965
covered by Subdivision Certificate
no: 94 - 423

Lots Burdened

Lots, Name of Road or authority
benefited

38
39
40
44
45
46

222 in DP1005108
40 and 222 in DP1005108
222 in DP1005108
222 in DP1005108
46, 44 and 222 in DP1005108
222 in DP1005108

4. Identity of easement or
restriction fourthly referred
to in abovementioned plan.

Restriction as to use

Lots Burdened

Lots, Name of Road or authority
benefited

Each lot except lots 52 and 53

Every other lot except lots 52 and 53

5. Identity of easement or
restriction fifthly referred
to in abovementioned plan.

Restriction as to use

Lots Burdened

Lots, Name of Road or authority
benefited

52

Council of the City of Maitland.

6. Identity of easement or
restriction sixthly referred
to in abovementioned plan.

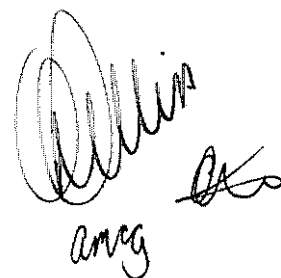
Right of Carriageway and
Easement to drain water
variable width.

Lots Burdened

Lots, Name of Road or authority
benefited

52

Council of City of Maitland and
Rivergum Drive



Handwritten signature and initials, possibly 'amcg'.

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

Sheet 3 of 9 sheets

DP1039649

Subdivision of lot 37 in DP1025965
covered by Subdivision Certificate
no: 94 - 423

7. Identity of easement or restriction seventhly referred to in abovementioned plan. Easement for overhead electricity cables and access thereto 10 and 1 wide

Lots Burdened

Lots, Name of Road or authority benefited

52

Energy Australia

8. Identity of easement or restriction eighthly referred

Easement for Underground electricity cables and access thereto 2 wide

Lots Burdened

Lots, Name of Road or authority benefited

52

Energy Australia

PART 2

1. TERMS OF EASEMENT OR RESTRICTION THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN

Full and free right for every registered proprietor of a dominant tenement in whose favour this easement is created, and every person authorised by it, from time to time, and at all times to drain water (whether rain, storm, spring, soakage, or seepage water) in any quantities across through the land herein indicated as the servient tenement. The servient tenement will for the duration of the easement maintain the site of the 4 wide easement including the maintenance and repair of the constructed berms on the low side of the easement so as to prevent the discharge of any water so described above onto adjoining lot 222 Deposited Plan 1005108.

2. TERMS OF EASEMENT OR RESTRICTION FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN

- (a) No main building shall be erected or permitted to remain erected on any lot burdened having a total internal floor area of less than 160 square metres exclusive of car accommodation and patios, and such main building shall be a single dwelling only.

amcg
amcg

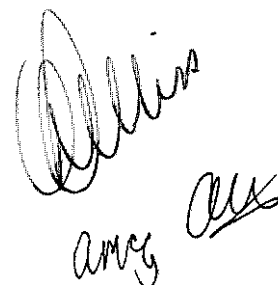
INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919

Sheet 4 of 9 sheets

DP1039649

Subdivision of lot 37 in DP1025965
covered by Subdivision Certificate
no: 94-423

- (b) No main building shall be erected or permitted to remain on any lot burdened having external walls other than of stone, face brick, cement rendered or bagged brick, seamless rendered cement or other building block, or seamless rendered building panelling, but this restriction shall not apply to infill panels provided that the total area of the infill panels does not exceed 20% of the total area of all external walls.
- (c) No building shall be erected on any lot burdened having a roof other than of tiles or non-reflective colorbond.
- (d) All dwelling houses and ancillary buildings shall have external surfaces of a non-reflective quality and a medium to dark colour to blend in with the landscape and surroundings.
- (e) No existing dwelling house shall be partly or wholly moved or, placed upon, re-erected upon, re-constructed on or permitted to remain on any lot burdened.
- (f) No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other building shall be used at any time as a dwelling house on any lot burdened.
- (g) No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or construction or to facilitate all reasonable landscaping of the allotment. No lot shall be permitted to be, appear or remain in an excavated or quarried state.
- (h) No fuel storage tanks (except for heating purposes) shall be placed upon or permitted to remain on any lot burdened.
- (i) No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted on or carried out on any lot burdened.
- (j) No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.


Amy

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

Sheet 5 of 9 sheets

DP1039649

Subdivision of lot 37 in DP1025965
covered by Subdivision Certificate
no: 94-423

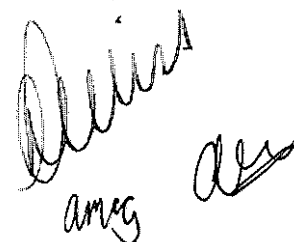
- (k) No advertisement hoarding sign or matter of any description shall be erected or displayed on each lot burdened without the prior written consent of FKP RESIDENTIAL DEVELOPMENTS PTY LTD and FKP RESIDENTIAL DEVELOPMENTS PTY LTD shall have the right to remove any such advertisement hoarding sign or matter without notice.
- (l) All boundary fencing must be of rural type post and rail and/or post and wire but must not have any cladding. No fence shall exceed 1.83 metres in height above the natural ground level.
- (m) So long as it remains the registered proprietor of any lot in this deposited plan, FKP RESIDENTIAL DEVELOPMENTS PTY LTD its successors or assigns (other than purchasers on sale) shall not be required to contribute towards the cost of erecting or maintaining any dividing fence.
- (n) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened no motor truck, lorry or semi-trailer with a load carrying capacity exceeding 2 tonnes shall be parked or permitted to remain on any lot burdened.

Any release, variation or modification of these restrictions shall be made in all respects at the cost and expense of the persons requesting the same.

The person or persons having the right to release or vary or modify these restrictions is FKP RESIDENTIAL DEVELOPMENTS PTY LTD or such other persons, company, or companies nominated by FKP RESIDENTIAL DEVELOPMENTS PTY LTD for that purpose and if FKP RESIDENTIAL DEVELOPMENTS PTY LTD shall no longer be the registered proprietor of any of the land comprised in the plan of subdivision and there shall be no such other person, company or companies so nominated then the person for the time being registered as the proprietor of the land in the plan of subdivision having common boundaries with the land burdened with the covenant.

TERMS OF EASEMENT OR RESTRICTION FIFTHLY REFERRED TO IN
ABOVEMENTIONED PLAN

No habitable buildings are to be constructed below the level of the 1:100 year flood contour, i.e.

Handwritten signatures and initials, including 'amag' and 'des'.

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

Sheet 6 of 9 sheets

DP1039649

Subdivision of lot 37 in DP1025965
covered by Subdivision Certificate
no: 94-423

RL 18.95m Australian Height Datum. The floor level of all habitable buildings is to be constructed 500 mm above this level, i.e. floor levels to be a minimum of RL 19.45 Australian Height Datum.

The name of the person empowered to release vary or modify this restriction is the Council of the City of Maitland.

TERMS OF EASEMENT OR RESTRICTION SEVENTHLY REFERRED TO IN
ABOVEMENTIONED PLAN

1. Full and free right leave liberty and licence for Energy Australia its successors and assigns its and their officers, servants, agents, workmen and contractors and all other persons authorised by it or them to act in its or their behalf:
 - (a) To erect, construct, place, inspect, alter, repair, renew, maintain and use upon the lot burdened, but only within the site of this easement, overhead and/or underground electricity transmission conductors, wires and cables; and other ancillary works (including substations) for the transmission of electricity (the ownership of all of which works it is hereby acknowledged is vested in Energy Australia);
 - (b) To cause or permit electricity to flow or to be transmitted through and along the said conductors, mains, wires, cables and ancillary works;
 - (c) To enter and be in the lot burdened with or without vehicles and plant and equipment for the purposes of exercising any right, leave, liberty or licence granted hereunder;
 - (d) To cut, trim or lop trees, branches and other growths or foliage which now or at any time hereafter may overhang, encroach or be in or on the lot burdened and which in the opinion of Energy Australia may be likely to interfere with any right, leave, liberty or licence granted hereunder;
 - (e) For the purpose of gaining access to the lot burdened with or without vehicles and plant and equipment to enter, be upon traverse and depart from land adjoining the lot burdened owned by the owner for the time being of the lot burdened;

AMG
AMG

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

Sheet 7 of 9 sheets

DP1039649

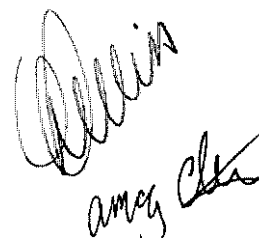
Subdivision of lot 37 in DP1025965
covered by Subdivision Certificate
no: 94-423

2. The owner of the lot burdened does hereby for itself and other owners from time to time of the lot burdened covenant with Energy Australia that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said conductors, mains, wires, cables, supports and other ancillary works or interfere with the free flow of electric current within this easement AND that if any such damage or injury be done or interference be made the owner of the lot burdened will forthwith pay the costs to Energy Australia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current.
3. The owner of the lot burdened does hereby for itself and other owners from time to time of the lot burdened covenant with Energy Australia that it will not without the consent of Energy Australia alter or permit to be altered the existing ground levels of this easement nor will it without the like consent erect or permit to be erected or placed any structure, object or equipment, above or below the site of this easement.

The name of the authority empowered to release vary or modify this easement is Energy Australia.

TERMS OF EASEMENT OR RESTRICTION EIGHTHLY REFERRED TO IN
ABOVEMENTIONED PLAN

1. Full and free right leave liberty and licence for Energy Australia its successors and assigns its and their officers, servants, agents, workmen and contractors and all other persons authorised by it or them to act in its or their behalf.
 - (a) To erect, construct, place, inspect, alter, repair, renew, maintain and use upon the lot burdened, but only within the site of this easement, underground electricity transmission conductors, wires and cables; and other ancillary works (excluding substations) for the transmission of electricity (the ownership of all of which works it is hereby acknowledged is vested in Energy Australia);
 - (b) To cause or permit electricity to flow or to be transmitted through and along the said conductors, mains, wires, cables and ancillary works;
 - (c) To enter and be in the lot burdened with or without vehicles and plant and equipment for the purposes of exercising any right, leave, liberty or licence granted hereunder;


Amy Clarke

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

Sheet 8 of 9 sheets

DP1039649

Subdivision of lot 37 in DP1025965
covered by Subdivision Certificate
no: 94-423

- (d) To cut, trim or lop trees, branches and other growths or foliage which now or at any time hereafter may overhang, encroach or be in or on the lot burdened and which in the opinion of Energy Australia may be likely to interfere with any right, leave, liberty or licence granted hereunder;
 - (e) For the purpose of gaining access to the lot burdened with or without vehicles and plant and equipment to enter, be upon traverse and depart from land adjoining the lot burdened owned by the owner for the time being of the lot burdened;
2. The owner of the lot burdened does hereby for itself and other owners from time to time of the lot burdened covenant with Energy Australia that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said conductors, mains, wires, cables, supports and other ancillary works or interfere with the free flow of electric current within this easement AND that if any such damage or injury be done or interference be made the owner of the lot burdened will forthwith pay the costs to Energy Australia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current.
 3. The owner of the lot burdened does hereby for itself and other owners from time to time of the lot burdened covenant with Energy Australia that it will not without the consent of Energy Australia alter or permit to be altered the existing ground levels of this easement nor will it without the like consent erect or permit to be erected or placed any structure, object or equipment, above or below the site of this easement.

The name of the authority empowered to release vary or modify this easement is Energy Australia.

The Common Seal of FKP RESIDENTIAL)
DEVELOPMENTS PTY LTD)
was hereunto affixed by authority of the)
Board in the presence of:)

T
.....
SECRETARY
Trevor Phillip Toner



J. Charles Alexander MacDonal
.....
DIRECTOR
James Charles Alexander MacDonal

[Handwritten signature]

[Handwritten mark]

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

Sheet 9 of 9 sheets

DP1039649

Subdivision of lot 37 in DP1025965
covered by Subdivision Certificate
no: 94-423

For & on behalf of Martland City Council

Ameg

Authorised Person

SIGNED SEALED AND DELIVERED

for and on behalf of EnergyAustralia

by GEOFFREY R. LILLISS

Its duly constituted Attorney pursuant

to Power of Attorney registered

Book 4312 No. 242

Geoffrey R. Lilliss

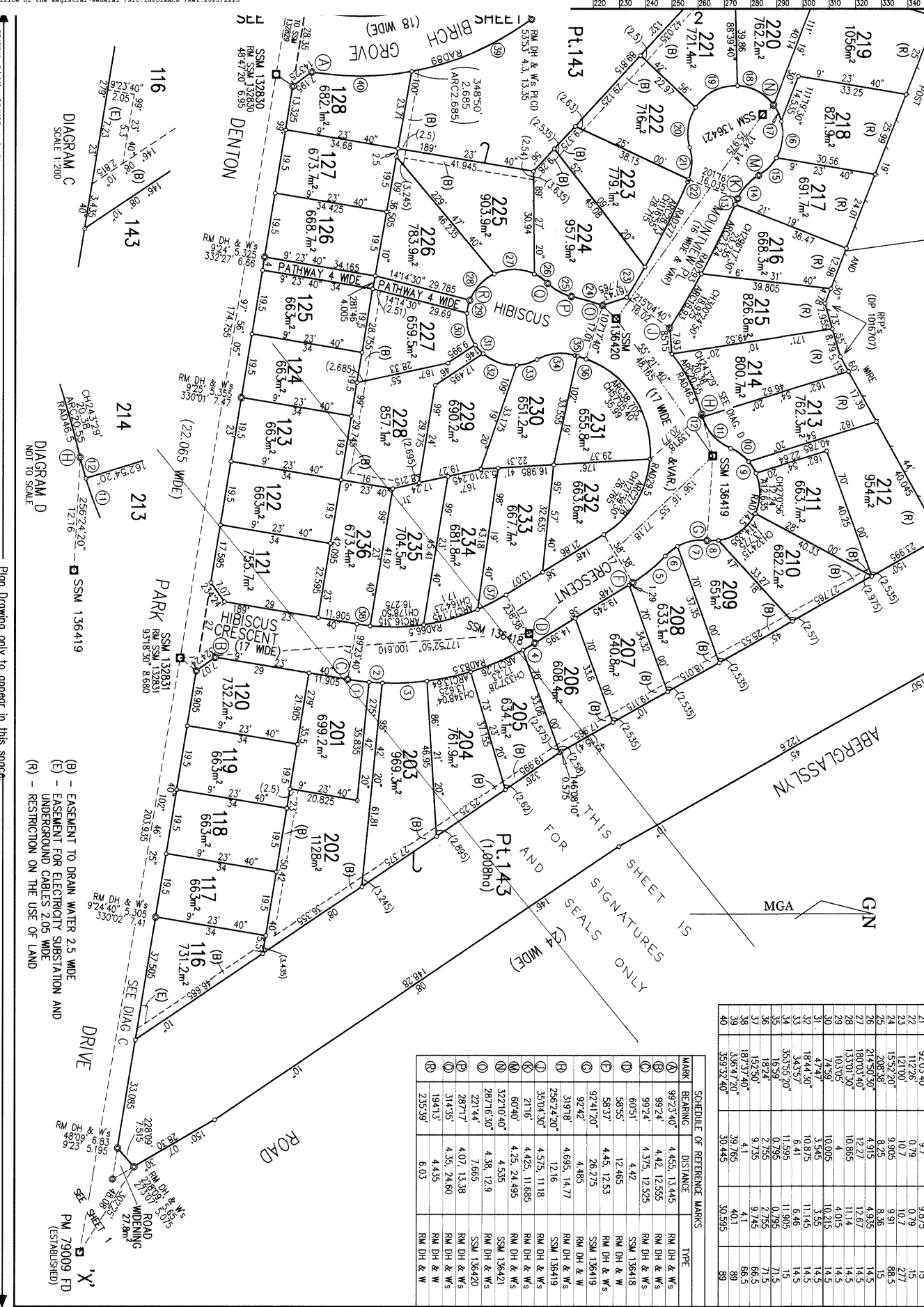
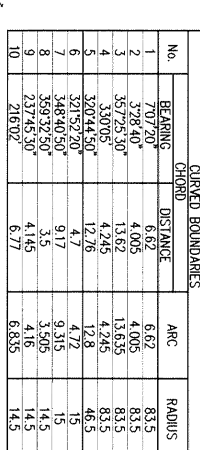
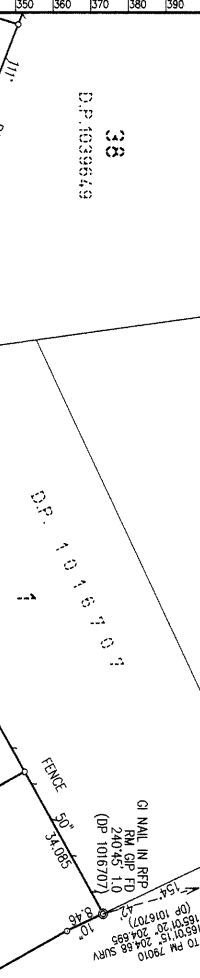
Attorney

Michael

Witness



Ameg. Cliss



CHORD BOUNDARIES				CHORD BOUNDARIES					
No.	BEARING	DISTANCE	ARC	RADIUS	No.	BEARING	DISTANCE	ARC	RADIUS
1	707°20'	6.82	6.82	83.5	11	227°46'	12.795	13.215	15
2	3728°40'	4.005	4.005	83.5	12	254°35'	0.82	0.82	15
3	35725°30'	13.62	13.625	83.5	13	293°50'	1.91	1.91	23.5
4	330705'	4.245	4.245	83.5	14	312°09'	9.525	9.64	15
5	32044°50'	12.76	12.8	46.5	15	315°34'	7.55	7.64	14.5
6	32152°20'	4.7	4.7	4.7	16	277°44°30'	11.21	11.51	14.5
7	348°40°50'	9.17	9.17	15	17	204°09°40'	5.455	5.49	14.5
8	359°32°50'	3.5	3.5	14.5	18	207°50°30'	12.475	12.895	14.5
9	237°45°30'	4.145	4.16	14.5	19	152°74°40'	14.34	14.5	14.5
10	216°02'	6.77	6.835	14.5	20	92°03°40'	12.235	12.63	14.5
					21	97°03°40'	9.7	9.875	15
					22	112°20'	0.9	0.9	86.5
					23	155°20'	9.905	10.1	86.5
					24	208°38'	2.0838	8.25	15
					25	180°03°40'	4.915	4.935	14.5
					26	133°01°30'	12.67	12.727	14.5
					27	103°05'	10.865	11.14	14.5
					28	74°59'	4	4	14.5
					29	103°05'	10.865	10.865	14.5
					30	74°59'	4	4	14.5
					31	47°47'	10.005	10.215	14.5
					32	184°44°30'	3.545	3.55	14.5
					33	343°57'	10.875	11.145	14.5
					34	343°57'	6.41	6.46	14.5
					35	353°55°20'	11.595	11.905	14.5
					36	16°39'	0.795	0.795	71.5
					37	152°50°40'	2.755	2.755	66.5
					38	187°57°40'	4.1	4.1	66.5
					39	358°47°20'	39.765	39.765	89
					40	358°52°40'	30.445	30.445	89

MARK	BEARING	DISTANCE	TYPE
(A)	98°23'40"	4.455, 13.445	RM DH & WS
(B)	98°24'	4.42, 12.555	RM DH & WS
(C)	99°24'	4.375, 12.525	RM DH & WS
(D)	60°51'	4.42	SSM 136418
(E)	58°55'	12.465	RM DH & WS
(F)	58°53'	4.45, 12.53	RM DH & WS
(G)	92°41'20"	26.275	SSM 136419
(H)	92°42'	4.465	RM DH & WS
(I)	319°18'	4.695, 14.77	RM DH & WS
(J)	256°24'20"	12.16	SSM 136419
(K)	350°4'30"	4.575, 11.18	RM DH & WS
(L)	21°16'	4.425, 11.695	RM DH & WS
(M)	60°40'	4.25, 24.495	SSM 136421
(N)	322°10'40"	4.535	RM DH & WS
(O)	287°16'30"	4.38, 12.9	RM DH & WS
(P)	221°44'	7.665	SSM 136420
(Q)	287°17'	4.07, 13.38	RM DH & WS
(R)	314°35'	4.35, 24.60	RM DH & WS
(S)	194°13'	4.435	RM DH & WS
(T)	235°39'	6.03	RM DH & W

Registered: Iw / 18.08.2004

Survey registered under Survey Act 2002

This is sheet 3 of the plan of 3 sheets covered by my Certificate No. 031272 of 15.1.01

Authorised Person: Gareth Douglas Kirell

For use where space is insufficient in any point on Plan Form 2

Reaction Rate: 800

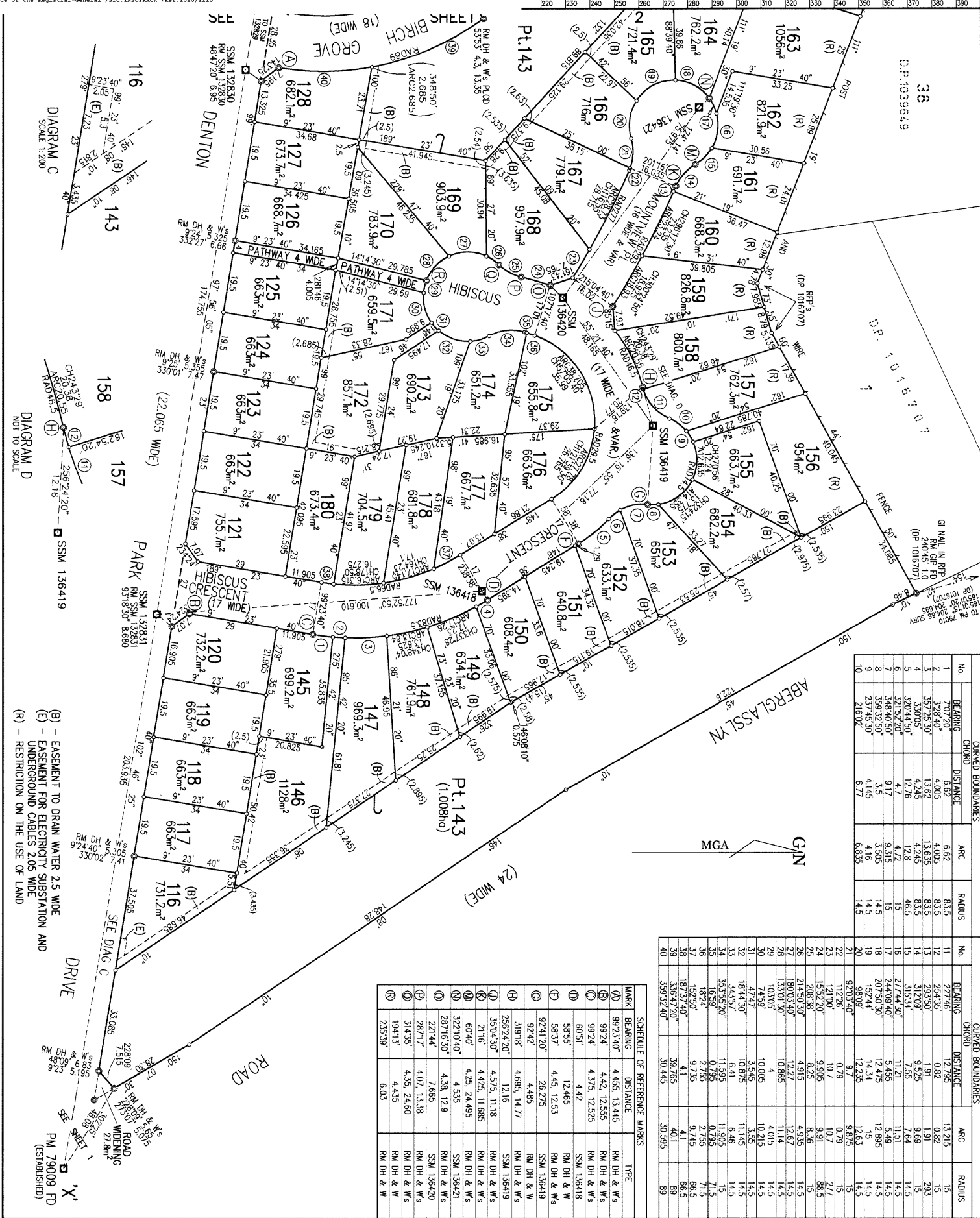
Supervisor's Reference: 02/141

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

No.	BEARING	DISTANCE	ARC	RADIUS
1	707°20'	6.82	6.82	83.5
2	378°40'	4.005	4.005	83.5
3	357°25'30"	13.622	13.622	83.5
4	330°05'	4.245	4.245	83.5
5	320°44'50"	12.8	12.8	46.5
6	321°52'20"	4.7	4.7	15
7	348°40'50"	9.17	9.17	14.5
8	359°32'50"	3.905	3.905	14.5
9	237°45'30"	4.15	4.15	14.5
10	216°02'	6.77	6.833	14.5

No.	BEARING	DISTANCE	ARC	RADIUS
11	227°46'	12.795	13.215	15
12	254°35'	0.82	0.82	29.3
13	293°50'	1.91	1.91	29.3
14	312°09'	9.525	9.69	14.5
15	315°34'	7.55	7.64	14.5
16	277°44'30"	11.21	11.51	14.5
17	244°09'40"	5.455	5.49	14.5
18	207°50'30"	12.475	12.895	14.5
19	152°44'	14.34	14.5	14.5
20	92°03'40"	12.235	12.63	14.5
21	97.05	9.7	9.875	15
22	112°28'	0.9	0.9	27
23	117°00'	9.005	10.7	87.5
24	208°28'30"	8.31	8.31	87.5
25	214°50'30"	4.915	4.935	14.5
26	180°03'40"	12.277	11.64	14.5
27	133°01'50"	10.865	11.27	14.5
28	103°05'	4	4.015	14.5
29	74°59'	10.005	10.215	14.5
30	47°47'	3.545	3.55	14.5
31	1844°30'	11.145	11.145	14.5
32	184°35'	6.41	6.46	14.5
33	353°55'30"	11.595	11.595	15
34	169°54'	0.795	0.795	71.5
35	187°24'	2.755	2.755	71.5
36	187°24'	9.735	9.745	66.5
37	152°37'40"	4.1	4.1	66.5
38	359°47'20"	39.765	39.765	89
39	359°47'20"	30.445	30.445	89
40	359°47'20"	30.445	30.995	89

MARK	BEARING	DISTANCE	TYPE
(A)	99°23'40"	4.455, 13.445	RM DH & WS
(B)	99°24'	4.42, 12.555	RM DH & WS
(C)	99°24'	4.375, 12.525	RM DH & WS
(D)	60°51'	4.42	SSM 136418
(E)	58°55'	12.465	RM DH & W
(F)	58°37'	4.45, 12.53	SSM 136419
(G)	92°41'20"	26.275	12.63
(H)	92°42'	4.485	RM DH & W
(I)	319°18'	4.695, 14.77	SSM 136419
(J)	256°24'20"	12.16	SSM 136419
(K)	350°4'30"	4.575, 11.18	RM DH & WS
(L)	21°16'	4.425, 11.685	RM DH & WS
(M)	60°40'	4.25, 24.495	SSM 136421
(N)	322°10'40"	4.535	SSM 136421
(O)	287°16'30"	4.38, 12.9	SSM 136420
(P)	221°44'	7.665	SSM 136420
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(S)	194°13'	4.435	RM DH & W
(T)	235°39'	6.03	RM DH & W



Registered DP1064493

Registered L/W 18.08.2004

This is sheet 5 of my plan in 5 sheets dated

Survey registered under Survey Act 2002

Survey registered under Survey Act 2002

of the plan of sheets covered by my Certificate No.

Authorised Person/Engineer/Professional

For use where space is insufficient to print plan on Form 2

Reduction Ratio: 800

Surveyor's Reference: 02/141

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 1 of 8 Sheets)

DP1064493

Subdivision of Lot 222 DP 1005108 & Lot 1
DP 659584 covered by Council subdivision
certificate No. 024226

**Full name and address of
proprietor of the land (Lot 222):**

Worrigeo Developments Pty Limited
ACN 088 294 491
Level 1, 828 Pacific Highway
Gordon NSW 2072

**Full name and address of
mortgagee of the land (Lot 222):**

St George Bank Limited
4-16 Montgomery Street
Kogarah NSW 2217

**Full name and address of proprietor
of the land (Lot 1):**

**Margaret Joyce Enright & Daniel Charles
Redman**
Denton Park Road
Rutherford NSW 2320

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement to drain water 2.5 wide 'B'	155 154 153 152 151 150 149 148 147 146 116 141 172 171 165 166 167 168	156 156 156, 154 156, 154, 153 156, 154, 153, 152 156, 154, 153, 152, 151 156, 154, 153, 152, 151, 150 156, 154, 153, 152, 151, 150, 149 156, 154, 153, 152, 151, 150, 149, 148 156, 154, 153, 152, 151, 150, 149, 148, 147, 145 156, 154, 153, 152, 151, 150, 149, 148, 147, 146, 145 143 173 173, 172 164 164, 165 164, 165, 166 164, 165, 166, 167

DP1064493

Subdivision of Lot 222 DP 1005108 & Lot 1
DP 659584 covered by Council subdivision
certificate No.

		169 143	164, 165, 166, 167, 168, 170 164, 165, 166, 167, 168, 169, 170
2	Easement for electricity substation and underground cables 2.05 wide 'E'	116	Energy Australia
3	Easement to drain water variable width	143	144
4	Restriction on the use of land	116 to 137 inclusive 145 to 180 inclusive and 141	Every other lot except 142, 143 and 144
5	Restriction on the Use of land (R)	156 to 163 inclusive	Maitland City Council

Part 2 (Terms)

2. Terms of Easement for electricity substation and underground cables 2.05 wide

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

(a) To erect, construct, place, inspect, alter, repair, renew, maintain and use upon the lot burdened, but only within the site of this easement, overhead and/or underground electricity transmission conductors, wires and cables; and other ancillary works (including substations) for transmission of electricity (the ownership of all of which it is hereby acknowledge is vested in Energy Australia);

(b) To cause or permit electricity to flow or to be transmitted through and along the said conductors, mains, wires, cables and ancillary works;

(c) To enter and be in the lot burdened with or without vehicles and plant and equipment for the purposes of exercising any right, leave, liberty or licence granted hereunder.

(d) To cut, trim or lop trees, branches and other growths or foliage which now or at any time hereafter may overhang, encroach or be in or on the lot burdened and which in the opinion of Energy Australia may be likely to interfere with any right leave, liberty or licence granted hereunder;

(e) for the purposed of gaining access to the lot burdened with or without vehicles and plant and equipment to enter, be upon traverse and depart from land adjoining the lot burdened owned by the owner for the time being of the lot burdened;

2. The owner of the lot burdened does hereby for itself and other owners from time to time of the lot burdened covenant with Energy Australia that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said conductors; mains, wires, cables supports and other ancillary works or interfered with the free flow of electric current within

P

Subdivision of Lot 222 DP 1005108 & Lot 1
DP 659584 covered by Council subdivision
certificate No.

DP1064493

this easement AND that if any such damage or injury be done or interference be made the owner of the lot burdened will forthwith pay the costs to Energy Australia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current.

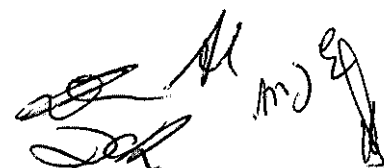
3. The owner of the lot burdened does hereby for itself and other owners from time to time of the lot burdened covenant with Energy Australia that it will not without the consent of Energy Australia alter or permit to be altered the existing ground levels of this easement nor will it without the like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

4. Terms of Restriction on the use of land

- (a) No building or buildings shall be erected or be permitted to remain erected on the Lot Burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibre cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 75% of the total area of the external walls.

Timber and/or fibre cement shall not be used in external walls except in conjunction with all or any of the above listed materials and the proportion shall not exceed 25% of the total area of the external walls except in the case of a two storey building where the proportion shall not exceed 40% of the total area of the external walls.

- (b) No main building shall be erected on the Lot Burdened having a flat roof unless the design thereof be firstly approved by Worrigeer and as to what constitutes a flat roof shall be determined by Worrigeer whose decision shall be final and binding.
- (c) No building shall be erected on the Lot Burdened having a roof of
 - (i) corrugated tin, iron, steel or aluminium unless it is non reflective, or
 - (ii) fibre cement, asbestos cement, fibre glass or any other material of a similar nature.
- (d)
 - (i) No paling fence shall be erected on the Lot Burdened closer to the street than the house building line as fixed by the Council and where the Burdened Lot is a corner lot this restriction shall apply to both street frontages,
 - (ii) Any fence erected on the front alignment of the Lot Burdened for a distance equal to such building line shall not exceed 0.76 metres in height,
 - (iii) What constitutes a paling fence shall be determined by Worrigeer and its decision shall be final and binding on the Registered Proprietor.
- (e) No trees standing on the Lot Burdened shall be lopped, topped, ring barked or removed without the prior consent of the Council.



Plan

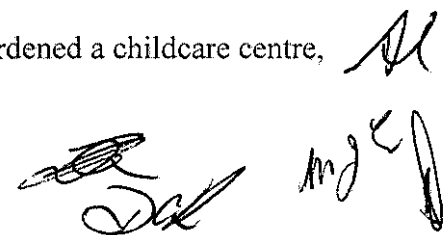
Subdivision of Lot 222 DP 1005108 & Lot 1
DP 659584 covered by Council subdivision
certificate No.

DP1064493

- (f) No advertisement hoarding sign or sign offering land only for sale or any other similar structure will be erected or permitted to remain on the Lot Burdened nor shall any Lot Burdened or building erected thereon be used for the display of any advertisement sign or notice, provided that this restriction shall not prevent the display of a builder's sign no larger than 1.90 x 1.20.

If the Registered Proprietor or any one acting on behalf of the Registered Proprietor places a sign on the Lot Burdened in contravention of this restriction Worrigea shall be entitled to remove the sign and the Registered Proprietor grants to Worrigea a licence to enter on to the Lot Burdened for this purpose.

- (g) No main building shall be erected on the Lot Burdened which has a floor area, including car accommodation, of less than 140 square metres.
- (h) No garage or outbuilding shall be erected or permitted to remain on the Lot Burdened except until after or concurrently with the erection of any main building.
- (i) No main building shall be erected on the Lot Burdened unless it has an attached garage or carport and such garage or carport shall have a minimum floor area of 15 square metres. The floor area of an attached carport shall be deemed to be the area of the roof of the carport.
- (j) No garage on the Lot Burdened shall be used as or be converted for use as a habitable area. For the purpose of this restriction a habitable area shall be defined as any room capable of being lived in and shall include kitchens, bedrooms, bathrooms, living rooms, dining rooms, rumpus rooms and sunrooms or the like either singularly or in combination with each other or with other rooms.
- (k) Unless the Registered Proprietor obtains the prior written consent of Worrigea the Registered Proprietor shall not:
- (i) construct more than one dwelling on the Lot Burdened,
 - (ii) construct any building of the nature known as semi-detached duplex on the Lot Burdened,
 - (iii) use or permit to be used the Lot Burdened for any purpose other than as a private dwelling,
 - (iv) alter a building on the Lot Burdened in such a way as to create a further dwelling on the Lot Burdened,
 - (v) subdivide the Lot Burdened, or
 - (vi) operate or permit to be operated upon or about the Lot Burdened a childcare centre, kindergarten or other similar activity.



Plan

DP1064493

Subdivision of Lot 222 DP 1005108 & Lot 1
DP 659584 covered by Council subdivision
certificate No.

- (l) No main building on the Lot Burdened shall be used or occupied for residential purposes until completion of the construction of garaging or other vehicle accommodation.
- (m) No fence shall be constructed with steel, aluminium or colorbond sheeting or fibre cement or asbestos cement or fibreglass or any other material of a similar nature.
- (n) No motor vehicle weighing over three tonnes shall be garaged, stored or permitted to remain on the Lot Burdened or the roadway adjacent to the Lot Burdened.
- (o) No fence shall be erected on the Lot Burdened to divide it from any adjoining land owned by Worrigeer without the consent of Worrigeer but such consent shall not be withheld if such fence is erected without expense to Worrigeer. This restriction shall remain in force in respect of a Lot Burdened only during such time as Worrigeer is the registered proprietor of any land immediately adjoining the Lot Burdened.

The corporation which is empowered to and has the right to release vary or modify or enforce these restrictions without the consent or concurrence of any Registered Proprietor is Worrigeer for the period commencing upon the date of registration of the Plan and terminating on the later of:

- (a) the date upon which Worrigeer ceases to be the Registered Proprietor of any lot in the Plan, and
- (b) two years from the date of registration of the Plan.

Any release variation or modification of these restrictions in respect of a Lot Burdened shall be made and done in all respects at the cost and expense of the Registered Proprietor.

In addition to the lots benefited by these restrictions on the use of land, for a period of five (5) years from the date of registration of the Plan Worrigeer shall be entitled to the benefit of these restrictions and may bring proceedings to enforce these restrictions notwithstanding that at the time of commencement of any such proceedings it may not itself be the proprietor of any lot benefited by these restrictions.

5. Terms of Restriction of the Use of Land (R)

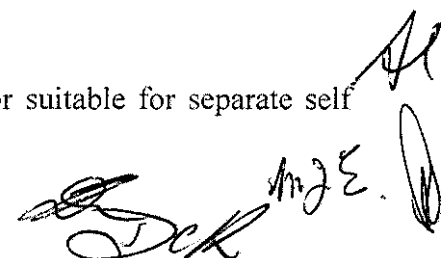
No other fencing other than rural type post and rail and/or post and wire and must not have any cladding is to be erected along the common boundary with Lot 1 DP1016707 and/or Lot 38 DP1039649.

Definitions

In this Instrument:

"**Council**" means Maitland City Council.

"**dwelling**" includes any building or part of a building designed for or suitable for separate self contained occupancy.



Plan

DP1064493

Subdivision of Lot 222 DP 1005108 & Lot 1
DP 659584 covered by Council subdivision
certificate No.

"**Lot Burdened**" means a lot burdened by this restriction on the use of land and includes each and every part of such a lot.

"**Plan**" shall mean the plan of subdivision to which this instrument relates.

"**Registered Proprietor**" means the registered proprietor from time to time of the Lot Burdened.

"**Worrigee**" shall mean Worrigee Developments Pty Limited its successors nominees or assigns other than purchasers on sale.

Name of Authority empowered to release, vary or modify the easements firstly, thirdly and fifthly referred to in the Plan.

Maitland City Council

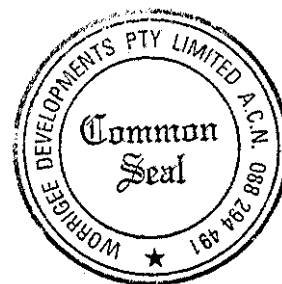
Name of Authority empowered to release, vary or modify the Easement secondly referred to in the Plan.

Energy Australia

Name of Company / Person empowered to release, vary or modify the restriction on the use of land forthly referred to in the Plan.

Worrigee Developments Pty Limited

THE COMMON SEAL of)
WORRIGEE DEVELOPMENTS PTY)
LIMITED ACN 088 294 491 was hereunto)
affixed in accordance with its Articles of)
Association in the presence of:)



[Handwritten signature]

Director/Secretary **ALIX ESTHER ICKLOW**

[Handwritten signature]

Director **PETER BRIAN ICKLOW**

[Handwritten signatures and initials]
DCL
MGE
A


Plan:

DP1064493

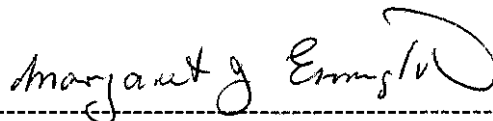
Subdivision of Lot 222 DP 1005108 & Lot 1
DP 659584 covered by Council subdivision
certificate No.

Execution by St George Bank:

SIGNED in my presence by)
MARGARET JOYCE ENRIGHT)
who is personally known to me:)



Signature of Witness



Margaret Joyce Enright

Name of Witness

TERENCE DOMINIC MAHER
SOLICITOR
26 CHURCH ST, MAITLAND

Address of Witness

SIGNED in my presence by)
DANIEL CHARLES REDMAN)
who is personally known to me:)



Signature of Witness



Daniel Charles Redman

Name of Witness *MICHELLE WILTON*

Address of Witness *26 Church Street
Maitland*



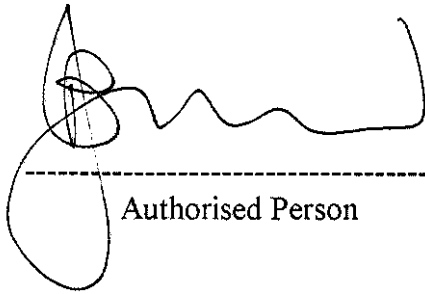
DP1064493

Subdivision of Lot 222 DP 1005108 & Lot 1
DP 659584 covered by Council subdivision
certificate No. 024226

Name of Witness

Address of Witness

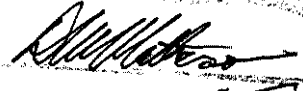
Approved by the Maitland City Council



Authorised Person

SIGNED SEALED AND DELIVERED

For and on behalf of
ST GEORGE PARTNERSHIP
FINANCE LIMITED
(A.C.N. 601 094 471) by its
attorneys under power of
attorney registered No. 125
Book 4182



Attorney
Print Name:
Position Field:

David Malcolm Matheson
Credit Administration Manager

ATTORNEY

Print Name:
Position Field:

Kelley Cheng
Credit Analyst

WITNESS

Print Name:

Mark Anthony Foden
Credit Analyst

SIGNED SEALED AND DELIVERED

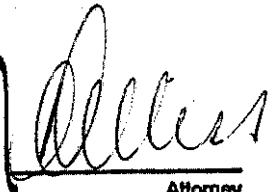
for and on behalf of EnergyAustralia

by GEOFFREY R. LILLISS

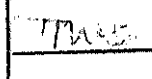
its duly constituted Attorney pursuant

to Power of Attorney registered

Book 4312 No. 242



Attorney

 TANIA MINEHAN

Witness
145 NEWCASTLE ROAD
WALLSEND NSW

ENERGY AUSTRALIA

REGISTERED  18.08.2004 

Certificate No.: PC/2020/1750

Certificate Date: 01/07/2020

Fee Paid: \$53.00

Receipt No.: 760412

Your Reference: 2020/2225

SECTION 10.7 PLANNING CERTIFICATE

Environmental Planning and Assessment Act, 1979 as amended

APPLICANT:

Infotrack

ecertificates@infotrack.com.au

PROPERTY DESCRIPTION:

65 Birch Grove ABERGLASSLYN NSW 2320

PARCEL NUMBER:

43575

LEGAL DESCRIPTION:

Lot 321 DP 1075428

IMPORTANT: Please read this Certificate carefully.

This Certificate contains important information about the land described above.

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, please contact Council by phoning (02) 4934 9700, or personally at Council's Administration Building at 285-287 High Street, Maitland.

The information provided in this Certificate relates only to the land described above. If you require information about adjoining or nearby land, or about the Council's development policies or codes for the general area, contact Council's Planning & Environment Department.

All information provided is correct as at the date of issue of this Certificate, however it is possible for changes to occur at any time after the issue of this Certificate. We recommend that you only rely upon a very recent Certificate.

The following responses are based on the Council's records and/or information from sources outside the Council. The responses are provided with all due care and in good faith, however the Council cannot accept responsibility for any omission or inaccuracy arising from information outside the control of the Council.

Furthermore, while this Certificate indicates the general effect of the zoning of the abovementioned land, it is suggested that the applicable planning instruments be further investigated to determine any additional requirements.

Copies of Maitland City Council's Local Environmental Planning Instrument, Development Control Plans and Policies are available from Council's [website](#).

PART 1: MATTERS PROVIDED PURSUANT TO SECTION 10.7 (2)

1. Local Environmental Plan (LEP)

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

Exhibited draft Local Environmental Plans

No draft local Environmental Plans that have been on public exhibition under the Act are applicable to the land.

Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

Development Control Plan prepared by the Director General

The Council has not been notified of any Development Control Plan applying to the land that has been prepared by the Director-General under section 51A of the Act.

State Environmental Planning Policies

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

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

- SEPP21 Caravan Parks
- SEPP (Mining, Petroleum Production and Extractive Industries) 2007
- SEPP (State and Regional Development) 2011
- SEPP33 Hazardous and Offensive Development
- SEPP36 Manufactured Home Estates
- SEPP (Koala Habitat Protection) 2019
- SEPP50 Canal Estate Development
- SEPP (Housing for Seniors or People with a Disability) 2004
- SEPP55 Remediation of Land
- SEPP Affordable Rental Housing 2009
- SEPP Building Sustainability Index: BASIX 2004
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Infrastructure) 2007
- SEPP64 Advertising and Signage
- SEPP Primary Production and Rural Development 2019
- SEPP65 Design Quality of Residential Apartment Development
- SEPP70 Affordable Housing (Revised Schemes)
- SEPP (Concurrences and Consents) 2018
- SEPP Vegetation in Non Rural Areas 2017

- SEPP (Educational Establishments and Child Care Facilities) 2017

-

Draft State Environmental Planning Policies

The following draft State Environmental Planning Policy(s) applying to the land is, or has been, the subject of community consultation or on public exhibition under the Act:

Housekeeping Amendment to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The proposed amendments to this SEPP are housekeeping amendment to the Codes SEPP to simplify and improve the policy, clarify definitions and standards, and address other minor technical matters raised. The proposed housekeeping amendment to the Codes SEPP will simplify and improve the policy, clarify definitions and standards, and address other minor technical matters.

2. Zoning and land use under relevant LEPs

Maitland LEP 2011, published 16 December 2011, identifies the zone applying to the land as:

R1 General Residential

The following development information gives the objectives of the zone, the description of the zone and identifies development allowed or prohibited in each zone. Development consent where required, must be obtained from the Council.

R1 General Residential

a) Purpose/Objective

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

b) Permitted with Consent

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

c) Permitted without Consent

Home occupations

d) Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding

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

e) Land dimensions to permit the erection of a dwelling house on the land

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

f) Critical Habitat

No Local Environmental Plan or draft Local Environmental Plan identifies the land as including or comprising critical habitat.

g) Conservation Area

The land IS NOT in a Heritage Conservation Area.

h) Item of Environmental Heritage

The land does NOT contain an item of Environmental Heritage.

3. Complying Development

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

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

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

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

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

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

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

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

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

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

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

Note: Despite the above provisions, if only part of a lot is subject to an exclusion or exemption under Clause 1.17A or Clause 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) Amendment (Commercial and Industrial Development and Other Matters) 2013, complying development may be carried out on that part of the lot that is not affected by the exclusion or exemption.

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

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

5. Coal Mine Subsidence Compensation Act 2017

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

6. Road widening and road realignment

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

The information above relates to Council's road proposals only. Other authorities, including Roads and Maritime Services, may have proposals, which have not been set out.

7. Council and other public authority policies on hazard risk restrictions

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

The Council has adopted a Contaminated Lands Policy to provide a framework to appropriately manage land contamination risk through the land use planning

process. This Policy seeks to ensure that changes in landuse will not increase the risk to human health or the environment. The Policy applies to all land in the Maitland Local Government Area.

7A. Flood Related Development Controls

Development on this land or part of this land for the purposes of dwelling houses, attached dwellings, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is NOT subject to flood related development controls contained within clause 7.3 of the Maitland LEP 2011 and s.B3 of the Maitland DCP 2011.

Development on this land or part of this land for any other purpose is NOT subject to flood related development controls contained within clause 7.3 of the Maitland LEP 2011 and s.B3 of the Maitland DCP 2011.

Information given in relation to flooding is based upon Council's adopted 1:100 ARI (Average Recurrent Interval) flood event.

The Maitland LEP 2011 identifies the flood planning level (FPL) as the level of a 1:100 ARI flood event plus 0.5m freeboard.

8. Land Reserved for Acquisition

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

9. Contribution Plans

The following contribution plan(s) apply to the land:

- Maitland S94A Levy Contributions Plan 2006
- Maitland City Wide Section 94 Contributions Plan 2016
- Maitland S94 Contributions Plan (City Wide) 2006

Contributions Plans may be viewed on Council's website or inspected and purchased at Council's Customer Service Centre.

9A. Biodiversity Certified Land

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

10. Biodiversity Stewardship Sites

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

10A. Native Vegetation clearing set asides

The Council is not aware if the land contains a set aside area under 60ZC of the *Local Land Services Act 2013*.

11. Bushfire Prone Land

The land is NOT identified as being bushfire prone land.

12. Property vegetation plans

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

13. Order under Trees (Disputes between Neighbours) Act 2006

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

14. Directions under Part 3A

There is NO direction by the Minister under Section 75P(2)(c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 (other than a project of a class prescribed by the regulations) of the Act does not have effect.

15. Site Compatibility Certificate and Conditions for Seniors Housing

a) Site Compatibility Certificate

Council is unaware of whether a current Site Compatibility Certificate issued under Clause 25 of the State Environmental Planning Policy (Housing for Seniors and People with a Disability) 2004 has been issued for the land.

b) Conditions of Development Consent since 11 October 2007

No development consent has been granted for the development permitted under State Environmental Planning Policy (Housing for Seniors and People with a Disability) 2004 after 11 October 2007.

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

Council is unaware of whether a valid Site Compatibility Certificate has been issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 for the land.

17. Site compatibility certificates and conditions for affordable rental housing

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

18. Paper subdivision information

There is no development plan that applies to the:

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

19. Site verification certificates

Council is not aware of any current site verification certificate in respect of the land.

20. Loose-fill asbestos insulation

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

21. Affected building notices and building product rectification orders

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

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

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

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

Contaminated Land

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

David Evans
General Manager

Certificate No.: PC/2020/1750

Certificate Date: 01/07/2020

Fee Paid: \$53.00

Receipt No.: 760412

Your Reference: 2020/2225

SECTION 10.7 PLANNING CERTIFICATE

Environmental Planning and Assessment Act, 1979 as amended

APPLICANT:

Infotrack

ecertificates@infotrack.com.au

PROPERTY DESCRIPTION:

65 Birch Grove ABERGLASSLYN NSW 2320

PARCEL NUMBER:

43575

LEGAL DESCRIPTION:

Lot 321 DP 1075428

IMPORTANT: Please read this Certificate carefully.

This Certificate contains important information about the land described above.

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, please contact Council by phoning (02) 4934 9700, or personally at Council's Administration Building at 285-287 High Street, Maitland.

The information provided in this Certificate relates only to the land described above. If you require information about adjoining or nearby land, or about the Council's development policies or codes for the general area, contact Council's Planning & Environment Department.

All information provided is correct as at the date of issue of this Certificate, however it is possible for changes to occur at any time after the issue of this Certificate. We recommend that you only rely upon a very recent Certificate.

The following responses are based on the Council's records and/or information from sources outside the Council. The responses are provided with all due care and in good faith, however the Council cannot accept responsibility for any omission or inaccuracy arising from information outside the control of the Council.

Furthermore, while this Certificate indicates the general effect of the zoning of the abovementioned land, it is suggested that the applicable planning instruments be further investigated to determine any additional requirements.

Copies of Maitland City Council's Local Environmental Planning Instrument, Development Control Plans and Policies are available from Council's [website](#).

PART 1: MATTERS PROVIDED PURSUANT TO SECTION 10.7 (2)

1. Local Environmental Plan (LEP)

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

Exhibited draft Local Environmental Plans

No draft local Environmental Plans that have been on public exhibition under the Act are applicable to the land.

Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

Development Control Plan prepared by the Director General

The Council has not been notified of any Development Control Plan applying to the land that has been prepared by the Director-General under section 51A of the Act.

State Environmental Planning Policies

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

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

- SEPP21 Caravan Parks
- SEPP (Mining, Petroleum Production and Extractive Industries) 2007
- SEPP (State and Regional Development) 2011
- SEPP33 Hazardous and Offensive Development
- SEPP36 Manufactured Home Estates
- SEPP (Koala Habitat Protection) 2019
- SEPP50 Canal Estate Development
- SEPP (Housing for Seniors or People with a Disability) 2004
- SEPP55 Remediation of Land
- SEPP Affordable Rental Housing 2009
- SEPP Building Sustainability Index: BASIX 2004
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Infrastructure) 2007
- SEPP64 Advertising and Signage
- SEPP Primary Production and Rural Development 2019
- SEPP65 Design Quality of Residential Apartment Development
- SEPP70 Affordable Housing (Revised Schemes)
- SEPP (Concurrences and Consents) 2018
- SEPP Vegetation in Non Rural Areas 2017

- SEPP (Educational Establishments and Child Care Facilities) 2017

-

Draft State Environmental Planning Policies

The following draft State Environmental Planning Policy(s) applying to the land is, or has been, the subject of community consultation or on public exhibition under the Act:

Housekeeping Amendment to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The proposed amendments to this SEPP are housekeeping amendment to the Codes SEPP to simplify and improve the policy, clarify definitions and standards, and address other minor technical matters raised. The proposed housekeeping amendment to the Codes SEPP will simplify and improve the policy, clarify definitions and standards, and address other minor technical matters.

2. Zoning and land use under relevant LEPs

Maitland LEP 2011, published 16 December 2011, identifies the zone applying to the land as:

R1 General Residential

The following development information gives the objectives of the zone, the description of the zone and identifies development allowed or prohibited in each zone. Development consent where required, must be obtained from the Council.

R1 General Residential

a) Purpose/Objective

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

b) Permitted with Consent

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

c) Permitted without Consent

Home occupations

d) Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding

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

e) Land dimensions to permit the erection of a dwelling house on the land

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

f) Critical Habitat

No Local Environmental Plan or draft Local Environmental Plan identifies the land as including or comprising critical habitat.

g) Conservation Area

The land IS NOT in a Heritage Conservation Area.

h) Item of Environmental Heritage

The land does NOT contain an item of Environmental Heritage.

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

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Note: Despite the above provisions, if only part of a lot is subject to an exclusion or exemption under Clause 1.17A or Clause 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) Amendment (Commercial and Industrial Development and Other Matters) 2013, complying development may be carried out on that part of the lot that is not affected by the exclusion or exemption.

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

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

5. Coal Mine Subsidence Compensation Act 2017

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

6. Road widening and road realignment

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

The information above relates to Council's road proposals only. Other authorities, including Roads and Maritime Services, may have proposals, which have not been set out.

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

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process. This Policy seeks to ensure that changes in landuse will not increase the risk to human health or the environment. The Policy applies to all land in the Maitland Local Government Area.

7A. Flood Related Development Controls

Development on this land or part of this land for the purposes of dwelling houses, attached dwellings, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is NOT subject to flood related development controls contained within clause 7.3 of the Maitland LEP 2011 and s.B3 of the Maitland DCP 2011.

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8. Land Reserved for Acquisition

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Contributions Plans may be viewed on Council's website or inspected and purchased at Council's Customer Service Centre.

9A. Biodiversity Certified Land

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

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

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The Council is not aware if the land contains a set aside area under 60ZC of the *Local Land Services Act 2013*.

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The land is NOT identified as being bushfire prone land.

12. Property vegetation plans

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

13. Order under Trees (Disputes between Neighbours) Act 2006

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

14. Directions under Part 3A

There is NO direction by the Minister under Section 75P(2)(c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 (other than a project of a class prescribed by the regulations) of the Act does not have effect.

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a) Site Compatibility Certificate

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b) Conditions of Development Consent since 11 October 2007

No development consent has been granted for the development permitted under State Environmental Planning Policy (Housing for Seniors and People with a Disability) 2004 after 11 October 2007.

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There is no development plan that applies to the:

- 1) Land or that is proposed to be subject to a consent ballot
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Council is not aware of any current site verification certificate in respect of the land.

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

21. Affected building notices and building product rectification orders

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

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

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

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

Contaminated Land

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

David Evans
General Manager



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

N/A

N/A/

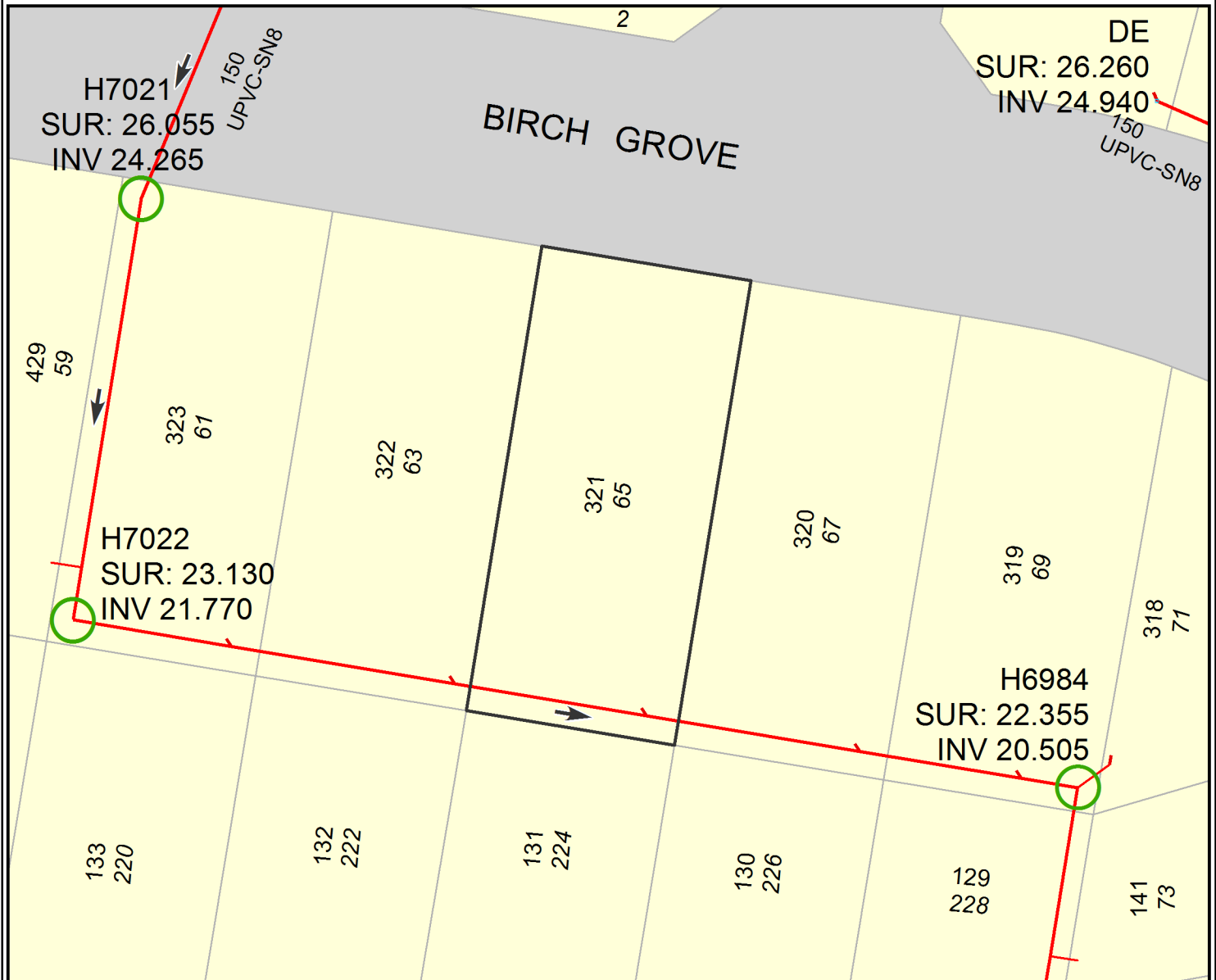
APPLICATION NO.: 6349529720

APPLICANT REF: M 2020/2225

RATEABLE PREMISE NO.: 0651120560

PROPERTY ADDRESS: 65 BIRCH GR ABERGLASSLYN 2320

LOT/SECTION/DP:SP: 321//DP 1075428



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: 1/07/2020

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