

Contract for the sale and purchase of land 2022 edition

TERM**MEANING OF TERM**

eCOS ID: 144125365

NSW DAN:

vendor's agent First National Real Estate Maitland - 454 High Street, Maitland NSW 2320

Phone: 4933 5544

Fax:

co-agent

Ref:

vendor

vendor's solicitor Red Key Conveyancing - 26 Tucker Close, Toorina NSW 2452

Phone: 02 6699 3834

Fax:

date for completion 42 days after the date of this contract (clause 15) Email:

land 240 Denton Park Drive Aberglasslyn NSW 2320

(Address, plan details and title reference)

Lot 123 in DP 1064493

123/1064493

 VACANT POSSESSION Subject to existing tenanciesImprovements HOUSE garage carport home unit carspace storage space none other:attached copies documents in the List of Documents as marked or as numbered: other documents:**A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.**

inclusions

 air conditioning clothes line fixed floor coverings range hood blinds curtains insect screens solar panels built-in wardrobes dishwasher light fittings stove ceiling fans EV charger pool equipment TV antenna other:

exclusions

purchaser

purchaser's solicitor

Phone:

Fax:

Price \$

Ref:

deposit \$

(10% of the price, unless otherwise stated)

balance \$

contract date

(if not stated, the date this contract was made)

Where there is more than one purchaser

 JOINT TENANTS tenants in common in unequal shares, specify: _____

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER				
Signed By _____	Signed By _____				
Vendor _____	Purchaser _____				
Vendor _____	Purchaser _____				
VENDOR (COMPANY)	PURCHASER (COMPANY)				
<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>	<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>				
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vendor agrees to accept a *deposit-bond*

NO yes

Nominated Electronic Lodgment Network (ELN) (clause 4)

PEXA

Manual transaction (clause 30)

NO yes

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

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

land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

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

NO yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – 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 representative:

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

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

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

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

240 DENTON PARK DRIVE
ARROTHS NSW 2220

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by –

2.4.1 giving cash (up to \$2,000) to the *depositholder*;

2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or

2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or

2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else, and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.
- 7 Claims by purchaser**
- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.
- 8 Vendor's rights and obligations**
- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

240 DENTON PARK DRIVE ABERGLASSLYN NSM 330

SPECIAL CONDITIONS

~~These are the special conditions to the Contract for the Sale of Land~~

BETWEEN **Tammy Reanna Matten** **(Vendor)**

AND **(Purchaser)**

1 AGENT

The Purchasers hereby warrant to the Vendor that the Purchasers have not been introduced to the property or the Vendor by any Real Estate Agent other than the Vendor's agent, if any, referred to in this Contract and the Purchasers hereby agree to indemnify the Vendor against any loss the Vendor may suffer due to any breach of this warranty. The Vendor warrants that the Vendor has not retained a real estate agent other than the Vendor's agent in connection with the sale of the land. It is hereby agreed that the provisions of this clause shall not merge on completion.

2 DEATH AND BANKRUPTCY

Should either party, or if more than one any one of them, prior to completion die or become bankrupt, or if a company go into liquidation, then the Vendor (which includes the survivor(s) of a vendor) may rescind this Contract by notice in writing to the other party whereupon this Contract shall be deemed to be at an end and the provisions of clause 19 hereof shall apply.

3 NOTICE TO COMPLETE

If this Contract is not completed by the time stipulated in the Contract then at any time thereafter, either party shall be entitled to give the other party a Notice to Complete requiring completion of this Contract within a period of not less than fourteen (14) days after the service of such Notice (being fourteen (14) days exclusive of the day of service but inclusive of the last day prescribed by the Notice to Complete) and making time of the essence of this Contract and such period of fourteen (14) days for all purposes shall be deemed a reasonable time. The party serving the Notice to Complete shall be entitled to withdraw any Notice to Complete issued pursuant to this clause and subsequently issue a further Notice in lieu thereof.

4 PURCHASER ACKNOWLEDGEMENTS

The Purchasers acknowledge that they are purchasing the property:

- a. in its present condition and state of repair;
- b. subject to all latent and patent defects;
- c. subject to all existing connections in respect of the property including water, sewerage, drainage and plumbing;
- d. subject to any non-compliance disclosed herein with the Local Government Act or Ordinance in respect of any building on the property.

The Purchasers shall not be entitled to make any objection, raise any requisition, make a claim for compensation, delay completion nor seek to rescind or terminate as a result of any matters covered by this clause.

5 INTEREST FOR LATE COMPLETION

If completion is not effected within the time or on the date specified herein through no fault of the Vendor then the Purchasers shall pay to the Vendor on completion, in addition to the balance of purchase money, interest on the purchase price at the rate of eight per cent (8%) per annum calculated daily from the date set for completion hereof until and including the actual date of completion. It is agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.

6 SMOKE ALARMS

The property has smoke alarms installed.

7 SWIMMING POOL

The property does not have a swimming pool.

8 REQUISITIONS ON TITLE

The Purchasers acknowledge that the only form of general requisitions on title that the Purchasers shall be entitled to raise pursuant to printed condition 5 shall be in the form of the Requisitions on Title annexed to this Contract.

9 ELECTRONIC EXCHANGE

The parties agree to accept, for the purposes of exchange of Contracts, signatures by either the Vendor or Purchasers which are facsimile, photocopy or any other form of electronic signature. The parties agree that they shall not make any requisition, objection, claim for compensation or delay completion due to the manner of execution of this Contract as at the exchange date. The parties will provide the original executed document prior to completion, if not provided at exchange however if this contract is digitally signed using DocuSign, for the purposes of the Electronic Transactions Act 2000, the parties consent to receiving and sending this contract electronically with no obligation to provide an original executed document.

10 AMENDMENTS TO PRINTED PROVISIONS

The Vendor and Purchasers agree that Clause 7 from the standard clause of this Contract shall be amended as follows:

7.1.1 "5%" is amended to read "1%".

7.1.3 Delete "14 days" and replace with "7 days".

7.2.1 "10%" is amended to read "1%".

7.2.4 After the words "of the claims", Insert the words "and the cost of the purchaser" and delete the words "and the costs of the purchaser" at the end of the paragraph.

7.2.6 Add the words "and the amount held and all net interest must be paid to the vendor" at the end of the clause.

11 VENDOR SURNAME

Prior to completion, the Vendor's Marriage Certificate registration number will be loaded into the PEXA workspace to confirm that the person named on title as "Tammy Reanna Collins" is one and the same as the Vendor "Tammy Reanna Matten".

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
 - (g) Has the vendor or the tenant of the premises taken any steps to seek any benefit or protection under any law enacted in response to the COVID-19 pandemic? If so, please provide details of the steps taken and of the progress or outcome of any negotiations or hearing.
 - (h) Has there been any application for land tax relief or residential tenancy support payment? If so, please provide details.
4. Is the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Property Securities Act 2009* (Cth)? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

10. All outgoing referred to in clause 14.1 and 23.5 to 23.7 (inclusive) 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?
12. If any land tax certificate or property tax status certificate under the *Property Tax (First Home Buyer Choice) Act 2022* (NSW) shows a charge for land tax or property tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

13. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
 - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or 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 (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) 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 or any alternative indemnity product under the *Home Building Act 1989* (NSW).
- (f) Have any actions been taken, including the issuing of any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.
- 16.
- (a) 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?
 - (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property? If so please provide details and indicate if there are any proposals for amendment or revocation?
17. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 18.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 18(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* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?
- Affectations/Benefits**
- 19.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
21. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
22. If the Property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 23.
- (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?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to prevent the enjoyment of any rights appurtenant to the Property?

Capacity

25. 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

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 5 business days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
28. If any document created for 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.
29. Searches, surveys and enquiries must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

32. If the Contract is an off the plan contract:
- (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.
 - (d) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) in relation to the Property? If so, when was it made?
 - (e) The vendor should provide an occupation certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all buildings or structures on the Property.



FOLIO: 123/1064493

SEARCH DATE	TIME	EDITION NO	DATE
29/8/2024	3:51 PM	5	12/6/2018

LAND

LOT 123 IN DEPOSITED PLAN 1064493
AT ABERGLASSLYN
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF GOSFORTH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1064493

FIRST SCHEDULE

(T AN408868)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 656274 LAND EXCLUDES MINERALS
- 3 DP1039649 EASEMENT FOR DRAINAGE OF WATER 4 METRES WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1064493 RESTRICTION(S) ON THE USE OF LAND AS REFERRED TO AND
NUMBERED (4) IN THE SEC. 88B INSTRUMENT
- 5 AN408869 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

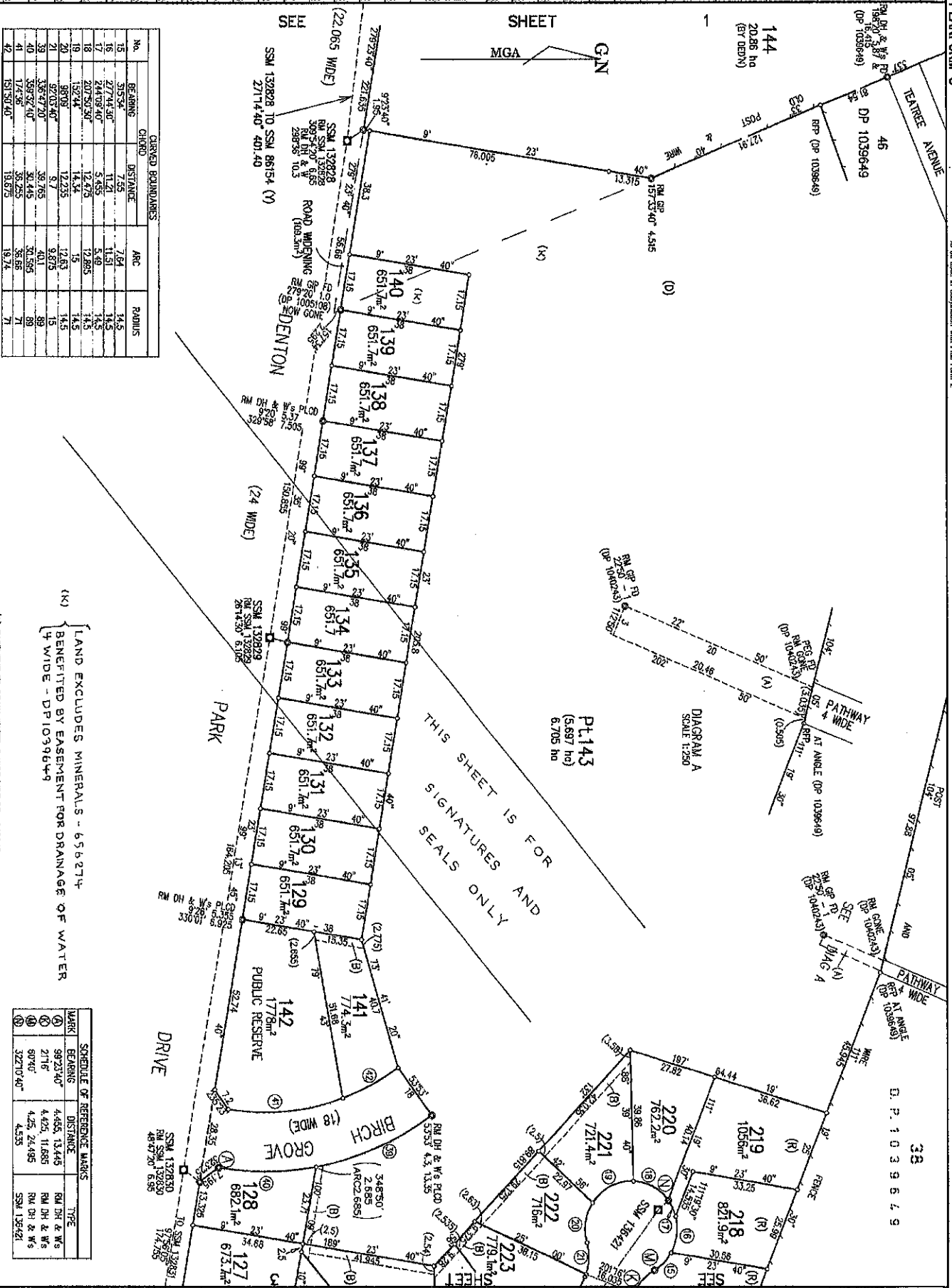
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Pending

PRINTED ON 29/8/2024

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.



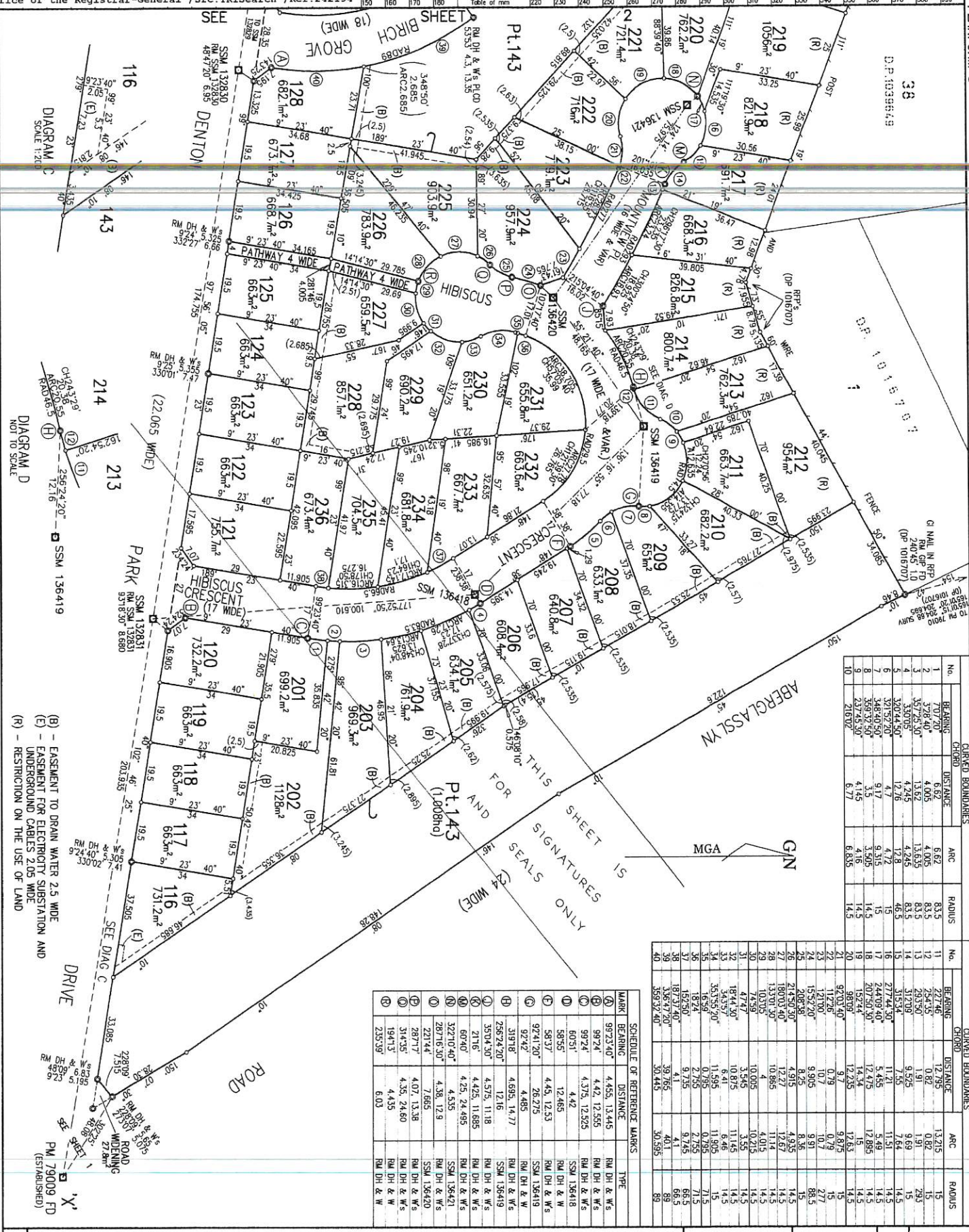
No.	BEARING	CHORD DISTANCE	ARC	RADIUS
15	S75°54'	7.55	7.64	14.5
16	S77°14'30"	11.21	11.51	14.5
17	S44°08'40"	5.655	5.80	14.5
18	S07°56'30"	12.478	12.885	14.5
19	S2°44'	14.34	15	14.5
20	S9°03'40"	9.77	12.63	14.5
21	S36°47'00"	38.765	40.1	89
40	S59°27'40"	38.745	40.1	89
41	S74°56'	38.295	38.69	71
42	S51°50'40"	18.673	18.74	71

(K) LAND EXCLUDED BY EASEMENT FOR DRAINAGE OF WATER
 BENEFITED BY EASEMENT - 656274
 4 WIDE - DP1039649

MARK	BEARING	DISTANCE	TYPE
(A)	S9°23'40"	4.465, 13.445	RM DH & WS
(B)	S71°6'	4.405, 11.685	RM DH & WS
(C)	S0°46'	4.25, 26.495	RM DH & WS
(D)	S22°10'40"	4.535	SSM 132621

Plan Drawing only to appear in this space
 Reduction Ratio: 800
 SIGNETOR'S REFERENCE: 02/141

DP1064493
 Registered I/V 18.08.2004
 This is sheet 2 of my plan in S5 status dated
 Gertie Tolikas K-765
 Stamp registered under section 441 2002
 This is sheet 2 of the plan of S5 status covered by my Certificate No. 0242194
 For full status please refer to the plan



No.	BEARING	DISTANCE	ARC	RADIUS
1	7/07/20°	6.62	6.62	83.5
2	3/28/40°	4.005	4.005	83.5
3	357/25/30°	13.62	13.625	83.5
4	330/05°	4.245	4.245	83.5
5	320/44/50°	12.76	12.76	83.5
6	324/52/60°	9.17	9.17	83.5
7	358/32/50°	3.15	3.15	83.5
8	358/32/50°	4.145	4.145	83.5
9	232/45/30°	4.16	4.16	83.5
10	216/02°	6.77	6.77	83.5

No.	BEARING	DISTANCE	ARC	RADIUS
11	227/46°	12.795	13.215	115
12	254/35°	0.827	0.827	115
13	295/50°	1.91	1.91	295
14	319/50°	9.252	9.69	115
15	317/05°	11.21	11.51	145
16	227/44/50°	5.455	5.49	145
17	244/09/40°	12.475	12.895	145
18	207/50/30°	14.34	15	145
19	152/44°	14.34	15	145
20	98/09°	12.235	12.735	145
21	92/03/40°	9.7	9.875	145
22	112/76°	0.79	0.79	115
23	153/2/20°	0.79	0.79	115
24	153/2/20°	9.905	9.91	86.5
25	208/43/30°	4.825	4.825	145
26	208/43/30°	12.27	12.67	145
27	133/01/30°	10.865	10.865	145
28	103/05°	4.015	4.015	145
29	74/59°	10.005	10.215	145
30	47/47°	3.545	3.55	145
31	18/44/30°	10.875	11.145	145
32	34/53/7°	6.41	6.46	145
33	353/59/20°	11.955	11.905	115
34	18/24°	2.755	2.755	71.5
35	150/50°	9.735	9.745	66.5
36	187/37/40°	39.765	39.765	66.5
37	359/32/40°	30.445	30.445	66.5
38				89
39				89
40				89

MARK	BEARING	DISTANCE	TYPE
(A)	98/23/40°	4.455, 13.445	RM DH & WS
(B)	99/24°	4.42, 12.585	RM DH & WS
(C)	99/24°	4.375, 12.925	RM DH & WS
(D)	60/51°	4.42	SSM 136418
(E)	58/55°	12.465	RM DH & WS
(F)	58/37°	4.45, 12.53	RM DH & WS
(G)	92/41/20°	26.275	SSM 136419
(H)	92/42°	4.485	RM DH & WS
(I)	319/18°	4.635, 14.77	RM DH & WS
(J)	258/24/20°	12.16	SSM 136419
(K)	35/04/30°	4.575, 11.188	RM DH & WS
(L)	21/16°	4.425, 11.685	RM DH & WS
(M)	60/40°	4.25, 24.495	RM DH & WS
(N)	322/10/40°	4.535	SSM 136421
(O)	28/16/30°	4.38, 12.9	RM DH & WS
(P)	22/14/4°	7.665	SSM 136420
(Q)	28/77°	4.07, 13.38	RM DH & WS
(R)	31/4/35°	4.35, 24.80	RM DH & WS
(S)	19/4/13°	4.435	RM DH & WS
(T)	235/39°	6.03	RM DH & WS

(B) - EASEMENT TO DRAIN WATER 2.5 WIDE
 (E) - EASEMENT FOR ELECTRICITY SUBSTATION AND UNDERGROUND CABLES 2.05 WIDE
 (R) - RESTRICTION ON THE USE OF LAND

Reaction Rule 1: 800

DP1064493

Registered: 19/08/2004

Robert Douglas Kettle

This is sheet 3 of my plan in 35 sheets

Surveyor's Reference: 02141

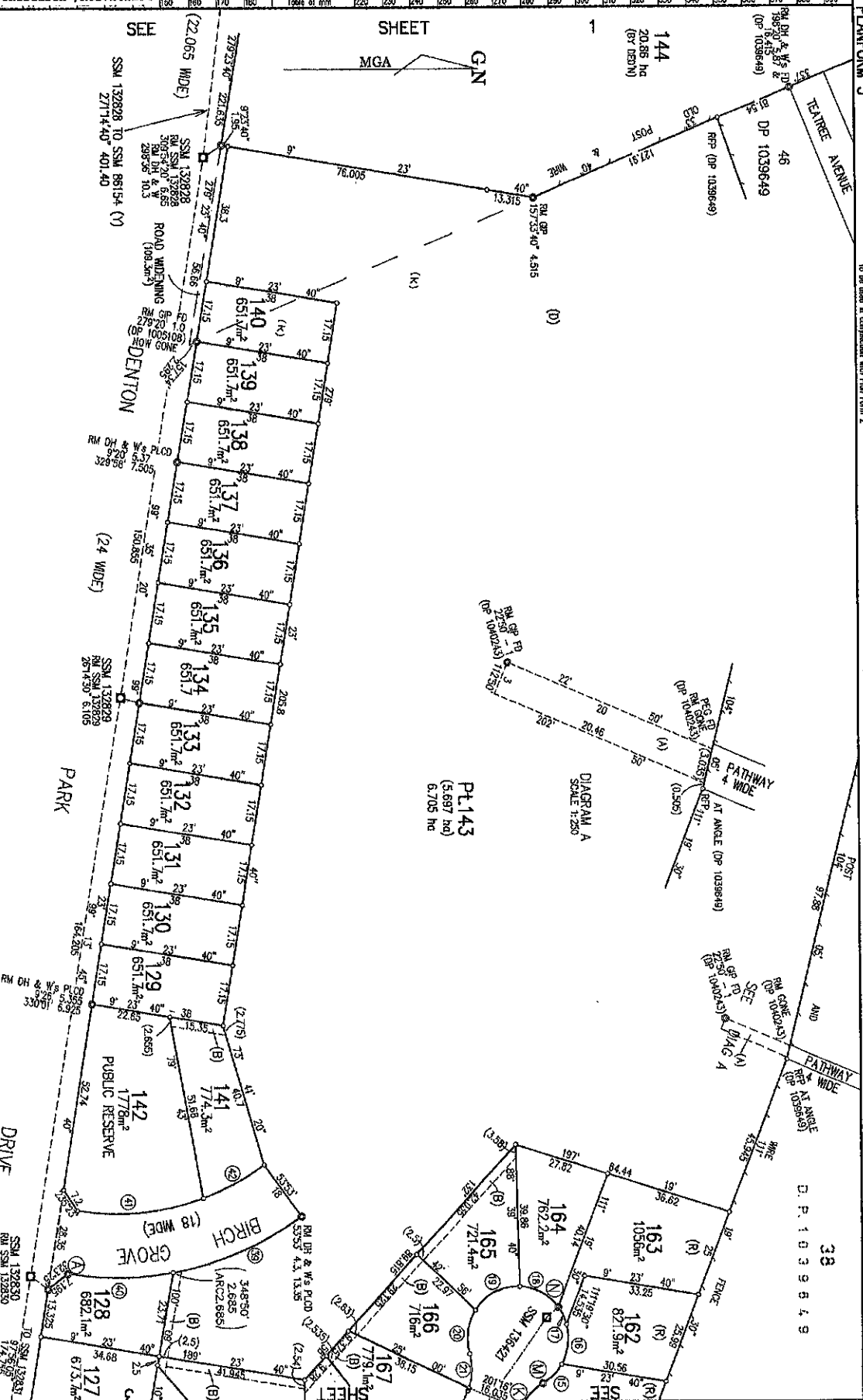
PLANFORM 3
 To be used in conjunction with Plan Form 2

WARNING: CHEISING OR FOLDING WILL LEAD TO REJECTION

*OFFICE USE ONLY

No.	BEARING	DISTANCE	ARC	RADIUS
15	32°54'30"	7.25	7.64	14.5
16	277°44'30"	1.53	1.53	14.5
17	207°56'30"	12.42	12.85	14.5
18	162°42'30"	14.44	14.85	14.5
19	92°04'30"	12.25	12.63	14.5
20	320°42'30"	6.45	6.75	14.5
21	320°42'30"	39.45	40.85	80
22	320°42'30"	39.45	40.85	80
23	17°52'40"	38.25	39.55	80
24	17°52'40"	38.25	39.55	80
25	167°50'40"	18.07	18.74	71

MARK	BEARING	DISTANCE	TYPE
(A)	89°23'40"	4.455, 13.445	RM DT & WS
(B)	211°6'	4.425, 11.685	RM DT & WS
(C)	60°40'	4.25, 24.495	RM DT & WS
(D)	327°10'40"	4.535	SSM 138421



(K) LAND EXCLUDES MINERALS - 656 274
 BENEFITED BY EASEMENT FOR DRAINAGE OF WATER
 4 WIDE - DP1039649

- (A) EASEMENT TO DRAIN WATER 3 WIDE WIDE DP 1040245
- (B) EASEMENT TO DRAIN WATER 2.5 WIDE
- (C) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (D) RESTRICTION ON THE USE OF LAND

Plan Drawing only to appear in this space

REGISTRAR'S REFERENCE: 02/741

DP1064493

Registered NSW 18.08.2004

This is sheet 4 of my plan in 5 sheets

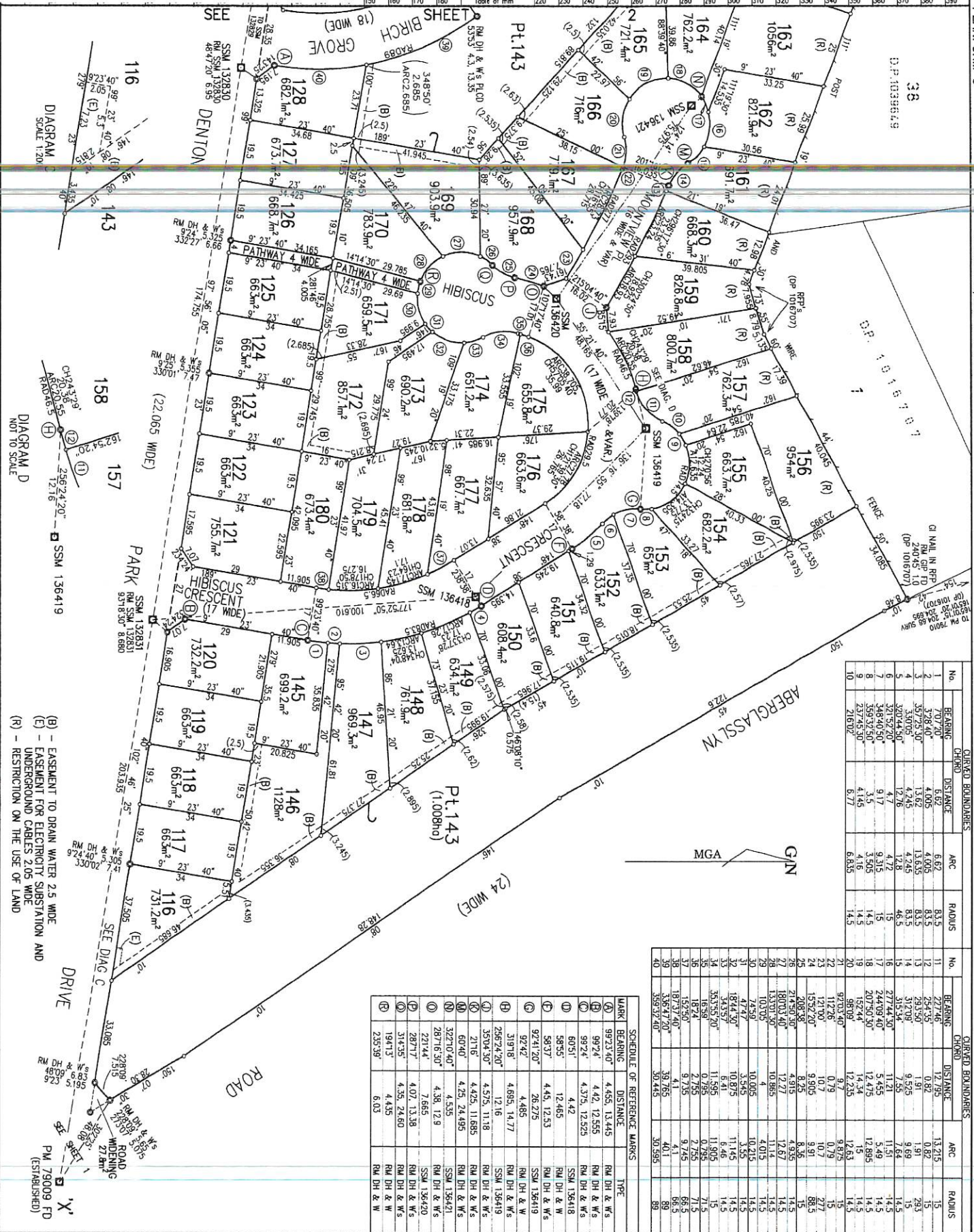
GEOFF DOUGLASS KITTLE
 Surveyor (Licensed under s200 of the 2000

This is sheet 4 of the plan of the land shown by my certificate No.

Advertisement/Information/Assessment/...

For more details please refer to the plan or the

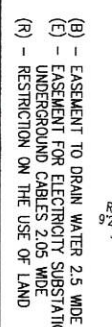
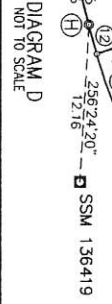
Residential Rate 1: 800



No.	BEARING	DISTANCE	ARC	RADIUS
1	707.20°	6.62	4.005	83.5
2	328.40°	4.005	4.005	83.5
3	357.25.30°	1.325	1.325	83.5
4	350.05°	4.245	4.245	83.5
5	320.44.50°	12.26	12.26	46.5
6	325.22.20°	4.7	4.7	19
7	348.40.50°	9.17	9.17	15
8	359.22.50°	3.5	3.5	14.5
9	291.53.30°	4.74	4.74	14.5
10	2.60°	6.77	6.835	14.5

No.	BEARING	DISTANCE	ARC	RADIUS
11	227.46°	12.785	13.215	15
12	254.35°	0.82	0.82	15
13	293.50°	1.91	1.91	29.5
14	317.09°	9.25	9.69	15
15	315.34°	7.55	7.64	14.5
16	277.44.30°	11.21	11.51	14.5
17	244.09.40°	5.49	5.49	14.5
18	207.50.30°	12.475	12.985	14.5
19	98.70°	1.21	1.21	14.5
20	92.03.40°	9.27	9.825	15
21	112.26°	0.79	0.79	15
22	121.00°	10.7	10.7	27.7
23	159.22.20°	9.905	9.905	88.5
24	208.38°	8.25	8.36	15
25	214.50.50°	4.915	4.935	14.5
26	180.03.40°	10.285	10.285	14.5
27	153.01.20°	10.865	11.14	14.5
28	142.50°	10.005	10.12	14.5
29	124.50°	3.545	3.545	14.5
30	184.43.20°	10.675	11.145	14.5
31	343.57°	6.41	6.46	14.5
32	343.57.20°	11.595	11.905	15
33	16.58°	0.295	0.295	7.5
34	16.58°	2.755	2.755	7.5
35	152.50°	9.735	9.745	68.5
36	181.21.20°	1.1	1.1	68.5
37	181.21.20°	4.1	4.1	68.5
38	359.37.40°	30.419	30.995	89

MARK	BEARING	DISTANCE	TYPE
Q	99.23.40°	4.455, 13.445	RM DH & WS
R	99.24°	4.42, 12.555	RM DH & WS
S	99.24°	4.375, 12.525	RM DH & WS
T	60.51°	4.42	RM DH & WS
U	58.55°	12.465	RM DH & WS
V	58.37°	4.45, 12.53	RM DH & WS
W	92.42°	28.275	SSM 136419
X	31.918°	4.695, 14.77	RM DH & WS
Y	256.24.20°	12.16	SSM 136420
Z	35.04.30°	4.575, 11.18	RM DH & WS
AA	21.16°	4.425, 11.685	RM DH & WS
AB	60.40°	4.25, 24.485	RM DH & WS
AC	32.70.40°	4.535	SSM 136421
AD	28.716.30°	4.38, 12.9	RM DH & WS
AE	22.714°	7.655	SSM 136420
AF	28.717°	4.07, 13.38	RM DH & WS
AG	31.4.35°	4.35, 24.60	RM DH & WS
AH	19.41.3°	4.435	RM DH & WS
AI	2.55.39°	6.03	RM DH & W



Plan Drawing only to appear in this space
 Reduction Ratio: 1: 800
 SURVEYOR'S REFERENCE: 02/141

DP1064493
 Registered LVR 18.08.2004
 This is sheet 5 of my plan in 5 sheets
 DREW: DOUGLAS WITTE
 Stamp: Registered Surveyor No. 2002

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

(Sheet 3 of 8 Sheets)

F

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.

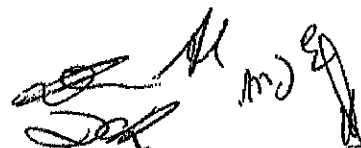
3. The owner of the lot burdened does hereby for itself and other owners from time to time of the lot burdened covenant with Energy Australia that it will not without the consent of Energy Australia alter or permit to be altered the existing ground levels of this easement nor will it without the like 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.



(Sheet 5 of 8 Sheets)

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)

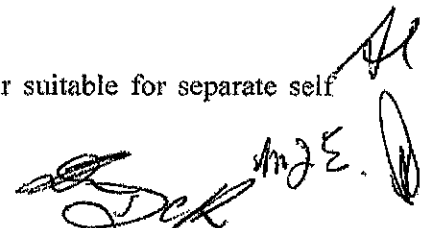
No other fencing other than rural type post and rail and/or post and wire and must not have any cladding is to be erected along the common boundary with Lot 1 DP1016707 and/or Lot 38 DP1039649.

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.

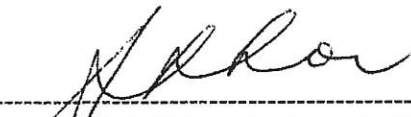
Energy Australia

Name of Company / Person empowered to release, vary or modify the restriction on the use of land fourthly 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:)





Director/Secretary **ALIX ESTHER ICKLOW**



Director **PETER BRIAN ICKLOW**



(Sheet 7 of 8 Sheets)


Plan:

DP1064493

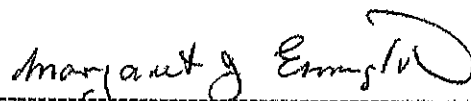
Subdivision of Lot 222 DP 1005108 & Lot 1
DP 659584 covered by Council subdivision
certificate No.

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
Address of Witness 26 CHURCH ST, MAITLAND

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



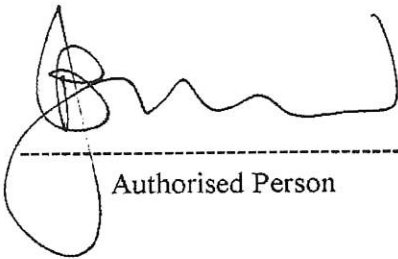
DP1064493

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



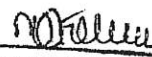
Print Name: **David Malcolm Matheson**
Position Held: **Credit Administration Manager**

ATTORNEY
Print Name:
Position Held:



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

Witness **TANIA MINEHAN**
145 NEWCASTLE ROAD
WALLSEND NSW

ENERGY AUSTRALIA

REGISTERED  18.08.2004

REC'D 30 APR 1912 11:10 AM

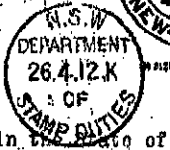
New South Wales.

656274



MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900.)



Transfer
Endowment
Covenant
10/10
3/1/10

50-11-12

Name, residence, occupation, or other description, in full, of Transferor.

I, AUBREY ARTHUR KING of West Maitland in the State of New South Wales
Medical Practitioner,

If a less estate, strike out "in fee simple" and interline the regulated allegation.

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

All subsisting encumbrances must be noted hereon. (See page 3.)

underwritten or endorsed hereon, in consideration of ONE THOUSAND THREE HUNDRED AND THIRTY SEVEN POUNDS THREE SHILLINGS AND NINE PENCE

If the consideration be not pecuniary, state its nature concisely.

£1337 -3 -9.

£1337.3.9

Name, residence, occupation, or other designation in full, of transferee.

paid to me by BULGER BALTHAZAR BUFFIER of East Maitland in the said State Grazier

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,

If two or more, state whether as joint tenants or tenants in common.

do hereby transfer to the said Bulger Balthazar Buffier

Area, in acres, rods, 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 rods and thirty five perches

Parish or town and county.

situate in the Parishes of Maitland and Gosforth, County of Northumberland Shire of Coesbrook.

"The whole" or "part," as the case may be.

being part of the land comprised in Certificate of Title

"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,

Strike out if not appropriate. 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 annexed hereto" or "described as follows, viz.:-"

Any assent 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 above in the principal description or memorandum of encumbrances.

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

[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 scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noted in the attestation.

(Price, 6d.)

14872 41467

See Reservation next page

MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO.

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

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
instruments 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 *twentieth* 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

Wm. 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 BULGER BALHAZAR BURNIER 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.

21 21 12

* 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 impersonation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said *James Harrison Fitzmaurice*
James Harrison Fitzmaurice
James Harrison Fitzmaurice
~~BULGER BALTHAZAR BULGER~~
WHO IS PERSONALLY KNOWN TO ME

Wm Harrison
Wm Harrison

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 difficulty.*
Wm Harrison
For the Transferee.

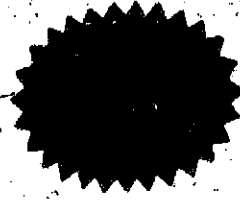
(*) The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See note "c" in margin.
N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person, lawfully or negligently certifying to a penalty of £20; also, in 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* ~~BULGER BALTHAZAR BULGER~~ 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. 1918.

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

Wm Harrison
Wm Harrison
R. J. 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.

- 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 those parties.
- 3 Name of witness and residence.
- 4 Name of Transferee.
- 5 Name of Transferee.

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

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 deemed sufficient in cases where it is established that it cannot be procured with or difficulty. This, 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.

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.
JES. A. P. G.
For the Transferee.

Signed in my presence by the said
James Mackintosh
BULOOR BALTHAZAR BULLIER
WHO IS PERSONALLY KNOWN TO ME

W. Macdonald
Director

(*) The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See note "e" 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 £20; 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 *Arthur King* ~~BULOOR 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 *Twentythird* 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 thereto in the presence of

Wm. Macdonald
Arthur King
R. I. 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.

- 1 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.
- 2 Name of witness and residence.
- 3 Name of Transferee.
- 4 Name of Transferee.
- 5 Registrar-General, Deputy, Notary Public, J.P., or Commissioner for Affidavits.

656274
 Memorandum of Transfer of
 133 acres 2 roods and 35 perches of land situate
 in the Parish of Maitland and Gosforth, County
 of Northumberland and Shire of Cessnock being Lot Two
 of deposited Plan Number 6436.

Reserving mines, minerals etc.

Lodged by
 (Name) Bowman and Mackenzie
 (Address) 279 George Street
Sydney.
Affairs Mr,
Waller & Hasell
Solicitors,
West. Maitland.

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

Particulars entered in the Register Book, Vol. 2254
 Folio 22

the 30th day of April, 1912,
 at 10 minutes past o'clock
 in the fore noon.



	DATE	INITIALS
SENT TO DRAFTING BRANCH	MAY 11 1912	<i>JS</i>
RECEIVED FROM RECORDS		
DRAFT WRITTEN	15.5.12	<i>JS</i>
DRAFT EXAMINED	15.5.12	<i>JS</i>
SENT TO RECORDS		
RECEIVED FROM RECORDS		
DRAFT FOLLOWING UP		
RECEIVED FROM RECORDS		
CERTIFICATE PREPARED	22.5.12	<i>JS</i>
CERTIFICATE COMPLETE	22.5.12	<i>JS</i>
CERTIFICATE EXAMINED	22.5.12	<i>JS</i>
CONTACT		
REP. REGISTER GENERAL	27 MAY 1912	<i>JS</i>

VOL. 2254 FOLIO 178

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-
 No Transfer can be registered until the fee is paid.
 If a part only of the land be transferred, and it be desired to have a certificate for the remainder, the same should be stated, and a new Certificate should be prepared on payment of an additional fee, but to give this effect it is necessary to make several transfers of portions, the Certificate may contain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the whole.
 Transfer to common meter requires a Certificate. No fee will be required for each additional Certificate.
 The fee on transfer of the land is 10/- per acre Certificate, when no land is transferred, or 10/- per acre Certificate, when land is transferred, and the original title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10/- only.
 Certificate will be prepared on presentation of Deedsheets of their holders, or upon an application to be made before a Magistrate.
 N.B.—ALL LAND GRANTED FROM THE Crown since the January, 1862, and 1863 Acts, under the provisions of the Real Property Act and MINEY BE DEALT WITH IN THE MANNER PROVIDED BY THAT Act.



James Charles Alexander McDonald
Registrar-General

Phillip Turner
Surveyor

Line	Bearing	Distance
1	247°59'	417.43
2	207°23'	174.75
3	139°56'40"	90.5
4	49°59'	15.5

Line	Bearing	Distance	Arc	Radius
5	149°11'	406.05	407.45	142.25

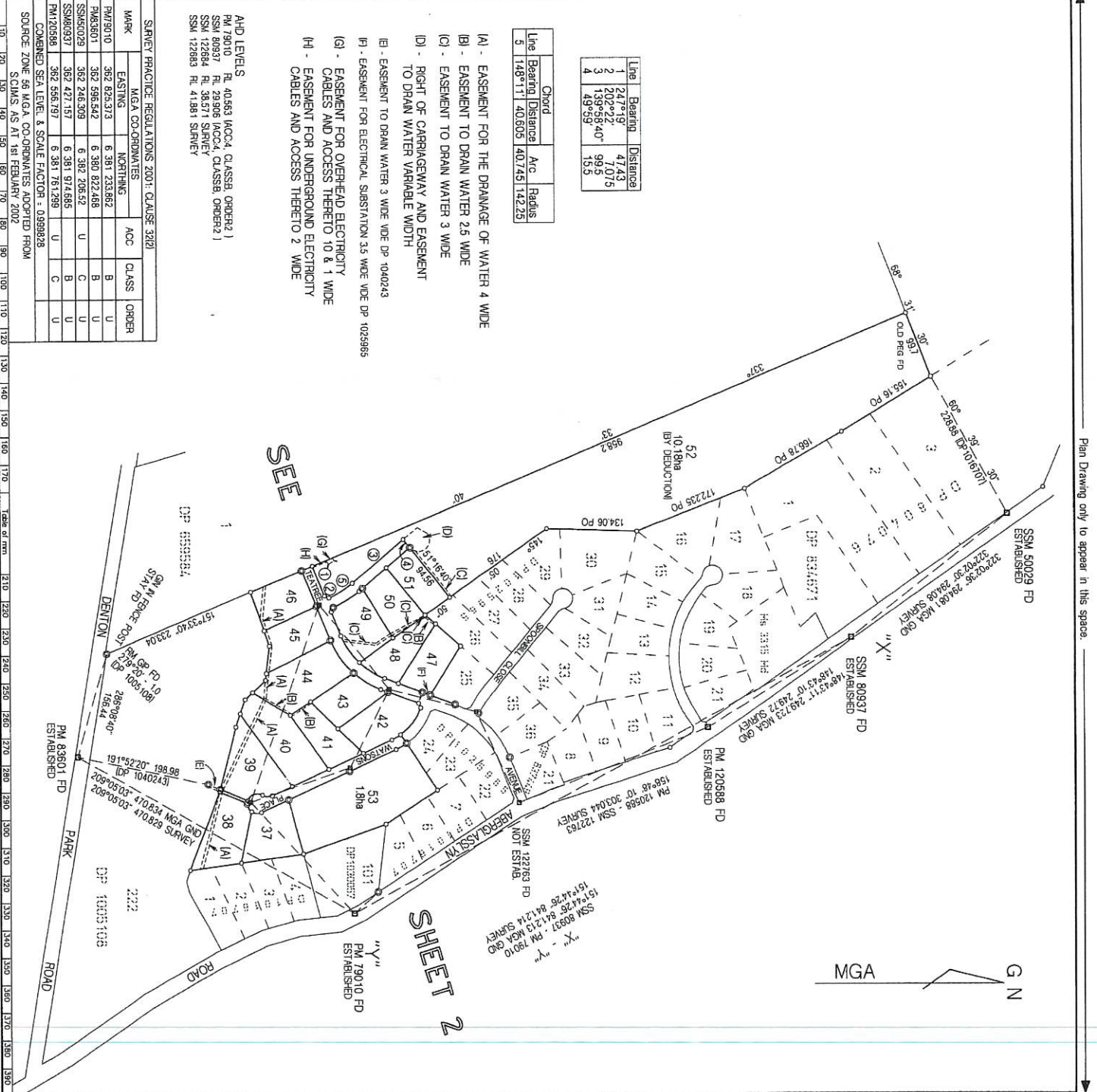
- (A) - EASEMENT FOR THE DRAINAGE OF WATER 4 WIDE
- (B) - EASEMENT TO DRAIN WATER 2.5 WIDE
- (C) - EASEMENT TO DRAIN WATER 3 WIDE
- (D) - RIGHT OF CARRIAGEWAY AND EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (E) - EASEMENT TO DRAIN WATER 3 WIDE
- (F) - EASEMENT FOR ELECTRICAL SUBSTATION 3.5 WIDE
- (G) - EASEMENT FOR OVERHEAD ELECTRICITY CABLES AND ACCESS THERETO 10 & 1 WIDE
- (H) - EASEMENT FOR UNDERGROUND ELECTRICITY CABLES AND ACCESS THERETO 2 WIDE

AHD LEVELS
 PM 79010 RL 40.563 (ACCA, CLASS, ORDER 2)
 SSM 80937 RL 29.906 (ACCA, CLASS, ORDER 2)
 SSM 122684 RL 38.571 SURVEY
 SSM 122683 RL 41.881 SURVEY

MARK	MGA COORDINATES	ACC	CLASS	ORDER
PM79010	362 825.373	6 381	B	U
PM85001	362 596.442	6 380	B	U
SSM8029	362 246.309	6 382	C	U
SSM8037	362 427.157	6 381	B	U
PM72088	362 556.197	6 381	B	U
COMBINED SEA LEVEL & SCALE FACTOR = 0.999828				

Subdivision Certificate
 I certify that the provisions of a 1084 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision.
 Date of Endorsement: 14 May 2002
 Authorised Person: Phillip Turner
 Consent Authority: Phillip Turner
 Date of Lodgement: 14 May 2002
 Assessor's No: 94-423
 Subdivision Certificate No: 94-423
 File No: SA 94-423
 Note: When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar General.
 I declare and swear in respect of the above.

PLAN APPROVED: Authorised Officer
 Crown Land Office Approval
 Land District: Phillip
 Field Book: Phillip



PLAN OF SUBDIVISION OF LOT 37 DP 1025965

Regard: DP 1039649 # 30 - 5 - 2002
 C.C.: SEE CERTIFICATE
 Title System: TORRENS
 Purpose: SUBDIVISION
 Ref. Map: U 4580-8 #
 Last Page: DP 1025965

L G A : MANTLAND
 Locality: ABERGALLSWIN
 Parish: GOSFORTH
 County: NORTHUMBERLAND

Lengths are in metres. Reduction Ratio 1:4000

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

Surveyor (Practice) Regulation 2001
 BRET DODGINS RTEL
 151 DUNDAS STREET WEST
 MELBOURNE VIC 3000
 I, the Surveyor, certify that the Surveyor's Plan is a true and correct copy of the Surveyor's Plan as shown in the Surveyor's Office and that the Surveyor's Plan is a true and correct copy of the Surveyor's Plan as shown in the Surveyor's Office and that the Surveyor's Plan is a true and correct copy of the Surveyor's Plan as shown in the Surveyor's Office.

Plans used in preparation of survey/computation:
 DP 659584
 DP 1005106
 DP 1025885
 DP 1030057
 DP 1040243

PLANS FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, recreational restrictions on the use of land or positive covenants.

IT IS INTENDED TO DEDICATE RIVERBANK DRIVE, THE PATHWAY 4 WIDE AND THE EXTENSIONS OF TENURE PLANE AS PUBLIC ROADS.

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

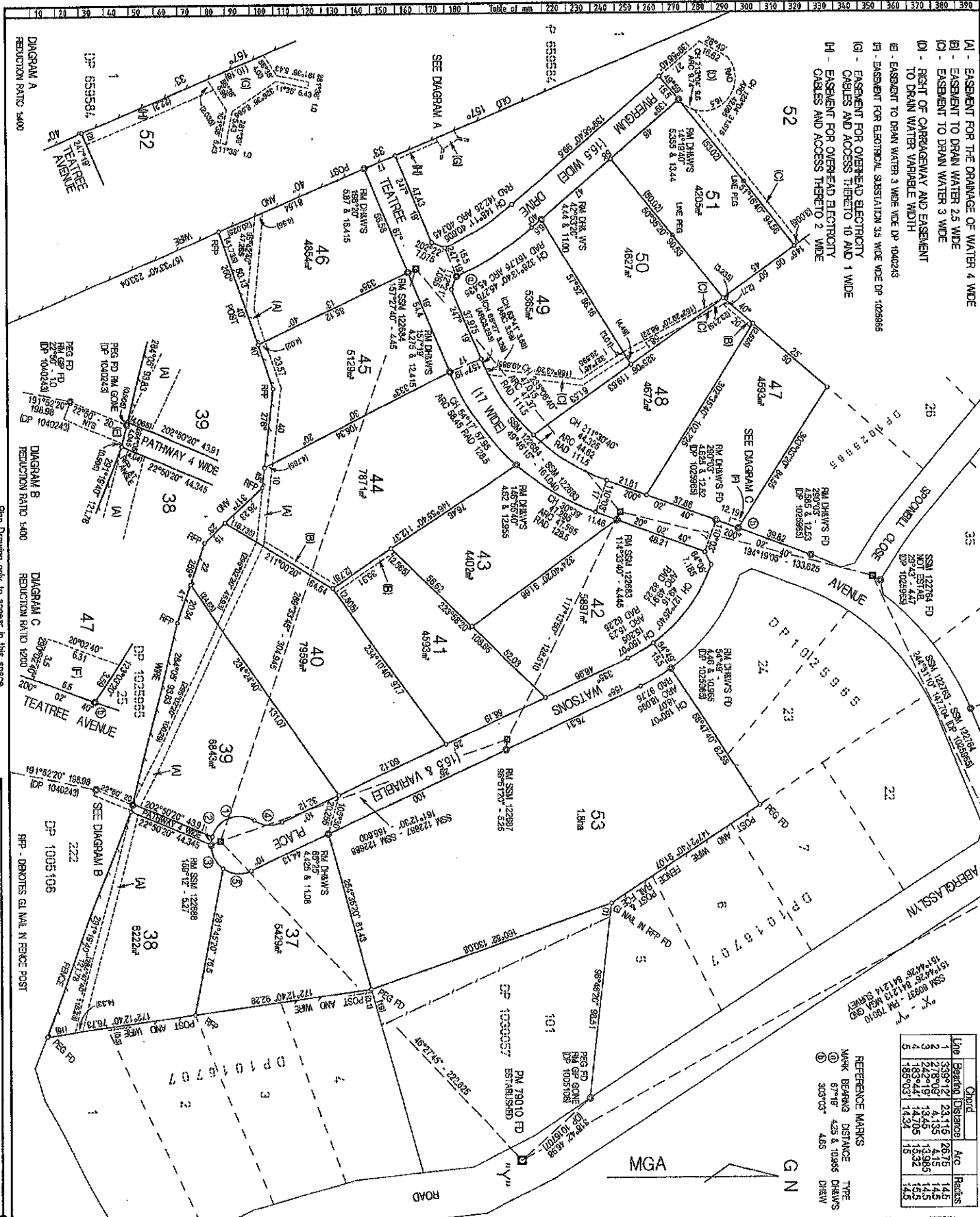
- EASEMENT TO DRAIN WATER 2 WIDE
- EASEMENT TO DRAIN WATER 3 WIDE
- EASEMENT TO DRAIN WATER 2.5 WIDE OF WATER 4 WIDE
- RESTRICTIONS AS TO USE
- RESTRICTIONS AS TO USE
- RIGHT OF CARRIAGEWAY AND EASEMENT TO DRAIN WATER VARIABLE WIDTH
- EASEMENT FOR OVERHEAD ELECTRICITY CABLES AND ACCESS THERETO 10 AND 1 WIDE
- EASEMENT FOR UNDERGROUND ELECTRICITY CABLES AND ACCESS THERETO 2 WIDE

PLANFORM 2
 A 92-18-3 (MGP) 9-1

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

- (A) - EASEMENT FOR THE DRAINAGE OF WATER 4 WIDE
- (B) - EASEMENT TO DRAIN WATER 2.5 WIDE
- (C) - EASEMENT TO DRAIN WATER 3 WIDE
- (D) - RIGHT OF CARRIAGEWAY AND EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (E) - EASEMENT FOR DRAIN WATER 3 WIDE WIDE DP 100243
- (F) - EASEMENT FOR ELECTRICAL SUBSTATION 3.5 WIDE WIDE DP 1029955
- (G) - EASEMENT FOR OVERHEAD ELECTRICITY CABLES AND ACCESS THERETO 10 AND 1 WIDE
- (H) - EASEMENT FOR OVERHEAD ELECTRICITY CABLES AND ACCESS THERETO 2 WIDE



Line	Chord	Avg. Radius	Radius
1	339°12'	23.115	26.75
2	278°08'	4.135	4.15
3	252°41'	13.45	13.5
4	185°03'	14.51	14.5

REFERENCE MARKS
 MARK BEARING DISTANCE TYPE
 (A) 87°19' 4.25 & 10.865 CHAINS
 (B) 303°03' 4.65 DRIVE

Registered DP1039649
 4 30 - 5 - 2002
 Registered 4 30 - 5 - 2002
 1) A/C/L 2002
 This is sheet 2 of the plan of 2 sheets
 dated 14 May 2002
 Stamp: Registered under Strata Act 1992
 For use where space is insufficient to copy plan
 as filed from 2

Reduction Ratio 1:1250
 SURVEYORS REFERENCE: 92-19-3
 PLAN FORM 3
 To be used in conjunction with Plan Form 2
 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

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

*William
Chandler*
amc...

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.

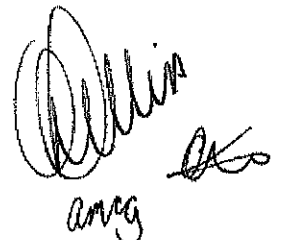
Right of Carriageway and
Easement to drain water
variable width.

Lots Burdened

Lots, Name of Road or authority
benefited

52

Council of City of Maitland and
Rivergum Drive



Handwritten signature and initials, possibly 'AMG'.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
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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.

*Antonia
ameg*

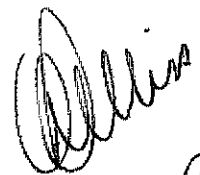
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- (b) No main building shall be erected or permitted to remain on any lot burdened having external walls other than of stone, face brick, cement rendered or bagged brick, seamless rendered cement or other building block, or seamless rendered building 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.


Allison
amy

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
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- (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.


amg 

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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

- I. 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;

*William
amg*

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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

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- (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:)

.....
SECRETARY

Trevor Phillip Toner



.....
DIRECTOR

James Charles Alexander MacDonald

.....
amy

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
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For & on behalf of Maitland 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

M. M. M. M. M.

Witness

REGISTERED  30-5-2002

Ameg. CLS

Certificate No.: PC/2024/2921

Certificate Date: 02/09/2024

Fee Paid: \$69.00

Receipt No.: 1993105

Your Reference: AD:242194

SECTION 10.7 PLANNING CERTIFICATE

Environmental Planning and Assessment Act, 1979 as amended

APPLICANT:	Red Key Conveyancing ellie@redkeyconveyancing.com.au
PROPERTY DESCRIPTION:	240 Denton Park Drive ABERGLASSLYN NSW 2320
PARCEL NUMBER:	42544
LEGAL DESCRIPTION:	Lot 123 DP 1064493

IMPORTANT: Please read this Certificate carefully.

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

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

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

SECTION 10.7(2)

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

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

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

State Environmental Planning Policies

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

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

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

Local Environmental Plan (LEP)

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

Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

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

Planning Proposal for a Local Environmental Plan

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

DLEP Implementation of Maitland Local Housing and Rural Land Strategies

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

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

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

Draft Development Control Plans

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

Draft State Environmental Planning Policies

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

ITEM 2 – Zoning and land use under relevant planning instruments

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

Zone and Land Use Table from Local Environmental Plan

R1 General Residential

1 Objectives of zone

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

2 Permitted without Consent

Home occupations

3 Permitted with Consent

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

4 Prohibited

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

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

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

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

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

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

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

Is the land within a conservation area, however described?

The land IS NOT in a Heritage Conservation Area.

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

The land does NOT contain an item of Environmental Heritage.

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

ITEM 3 – Contribution plans

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

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

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

The land IS NOT in a special contributions area.

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

ITEM 4 – Complying Development

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

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

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

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

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

Complying development under the **General Development Code** may be carried

out on the land.

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

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

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

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

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

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

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

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

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

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

Note: Despite any references above advising that Complying Development may be undertaken on the land, certain Complying Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environment Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environment Planning Policy in detail to ensure that specific types of complying development may be undertaken on the land.

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

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

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

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

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

ITEM 5 – Exempt Development

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

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

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

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

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

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

ITEM 6 – Affected building notices and building product rectification orders

Whether the council is aware that –

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

The Council is NOT aware of any building product rectification order which is in

force in respect of the land and that has not been fully complied with.

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

ITEM 7 - Land Reserved for Acquisition

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

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

ITEM 8 – Road widening and road realignment

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

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

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

ITEM 9 – Flood related development controls

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

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

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

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

Note: The information provided in item 9 is based on the data and information presently available to the Council and on development controls in force as at the

date of this certificate. The identification of land as not being subject to flood related development controls does not mean that the land is not, or may not be, subject to flooding or that the land will not in the future be subject to flood related development controls, as additional data and information regarding the land become available.

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

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

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

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

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

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

Note in this section –

adopted policy means a policy adopted –

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

ITEM – 11 Bush fire prone land

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

The land is NOT identified as being bushfire prone land.

Note – In accordance with the *Environmental Planning and Assessment Act 1979*, bush fire prone land, in relation to area, means land recorded for the time being as bush fire prone on a bush fire prone land map for the area. This mapping is subject to periodic review.

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

ITEM – 12 Loose-fill asbestos insulation

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

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

ITEM – 13 Mine subsidence

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

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

ITEM – 14 Paper subdivision information

There is no development plan that applies to the:

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

ITEM – 15 Property vegetation plans

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

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

ITEM – 16 Biodiversity stewardship sites

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

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

Note – Biodiversity stewardship agreements include biobanking agreements under the *Threatened Species Conservation Act 1995*, Part 7A that are taken to be biodiversity stewardship agreements under the *Biodiversity Conservation Act 2016*, Part 5.

ITEM 17 – Biodiversity certified land

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

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

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

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

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

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

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

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

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

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

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

ITEM 20 – Western Sydney Aerotropolis

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

ITEM 21 – Development consent conditions for seniors housing

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

Clause 88(2) of the *State Environmental Planning Policy (Housing) 2021* restricts occupation of development approved for seniors housing to:

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

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

Whether there is a current site compatibility certificate under State

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

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

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

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

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

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

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

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

Contaminated Land

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

Jeff Smith
General Manager



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

240 DENTON PARK

ABERGLASSLYN NSW

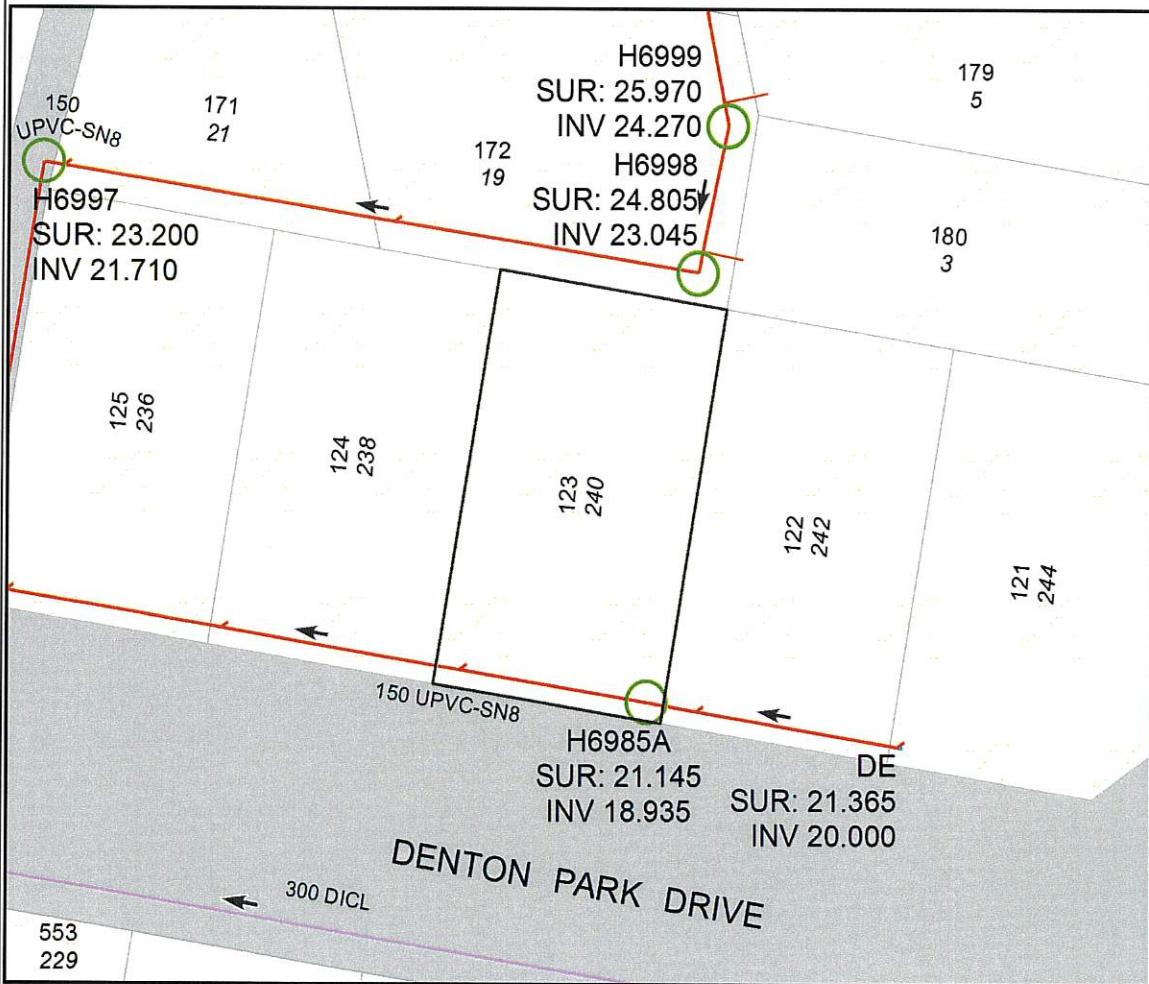
APPLICATION NO.: 2376454

APPLICANT REF: M 242194

RATEABLE PREMISE NO.: 7948020497

PROPERTY ADDRESS: 240 DENTON PARK DR ABERGLASSLYN 2320

LOT/SECTION/DP:SP: 123//DP 1064493



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: 2/09/2024

Scale at A4: 1:500

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