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Contract for the sale and purchase of land 2022 edition

TERM
 vendor's agent

MEANING OF TERM
First national Real Estate Maitland
 454 High Street, Maitland NSW 2320
 Email: sales@fnrem.com.au

NSW DAN:
 Phone: 02 4933 5544
 Ref: Patrick Howard

co-agent

vendor

vendor's solicitor



HAPN CONVEYANCING
 We make it happen

Phone: 0425217372
 Ref: HPI:756-0824

PO Box 6670, NORWEST NSW 2153
 Email: hari@hapnconveyancing.com.au

date for completion

42nd day after the contract date (clause 15)

land (address, plan details and title reference)

6 Orchard Close, GILLIESTON HEIGHTS NSW 2321
 Lot 935 in Deposited Plan 1207978
 Folio Identifier 935/1207978

improvements

VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace storage space
 none other: Granny Flat

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

<input checked="" type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> TV antenna
<input type="checkbox"/> other:			

exclusions

purchaser

purchaser's solicitor

price \$ _____
 deposit \$ _____ (10% of the price, unless otherwise stated)
 balance \$ _____

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

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

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

buyer's agent

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SIGNING PAGE

VENDOR	PURCHASER														
<p>Signed by</p> <p>_____ Vendor</p> <p>_____ Vendor</p>	<p>Signed by</p> <p>_____ Purchaser</p> <p>_____ Purchaser</p>														
VENDOR (COMPANY)	PURCHASER (COMPANY)														
<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>_____ Signature of authorised person</p> </td> <td style="width: 50%; border: none;"> <p>_____ Signature of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____ Name of authorised person</p> </td> <td style="border: none;"> <p>_____ Name of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____ Director</p> </td> <td style="border: none;"> <p>_____ Director</p> </td> </tr> <tr> <td style="border: none;"> <p>_____ Office held</p> </td> <td style="border: none;"> <p>_____ Office held</p> </td> </tr> </table>	<p>_____ Signature of authorised person</p>	<p>_____ Signature of authorised person</p>	<p>_____ Name of authorised person</p>	<p>_____ Name of authorised person</p>	<p>_____ Director</p>	<p>_____ Director</p>	<p>_____ Office held</p>	<p>_____ Office held</p>	<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>_____ Signature of authorised person</p> </td> <td style="width: 50%; border: none;"> <p>_____ Signature of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____ Name of authorised person</p> </td> <td style="border: none;"> <p>_____ Name of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____ Office held</p> </td> <td style="border: none;"> <p>_____ Office held</p> </td> </tr> </table>	<p>_____ Signature of authorised person</p>	<p>_____ Signature of authorised person</p>	<p>_____ Name of authorised person</p>	<p>_____ Name of authorised person</p>	<p>_____ Office held</p>	<p>_____ Office held</p>
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<p>_____ Office held</p>	<p>_____ Office held</p>														
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<p>_____ Name of authorised person</p>	<p>_____ Name of authorised person</p>														
<p>_____ Office held</p>	<p>_____ Office held</p>														

Choices

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

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

Manual transaction (clause 30) NO yes

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

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

Land tax is adjustable NO yes

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

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

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	NSW Department of Education
Australian Taxation Office	NSW Fair Trading
Council	Owner of adjoining land
County Council	Privacy
Department of Planning and Environment	Public Works Advisory
Department of Primary Industries	Subsidence Advisory NSW
Electricity and gas	Telecommunications
Land and Housing Corporation	Transport for NSW
Local Land Services	Water, sewerage or drainage authority

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • 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</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 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.

SECTION 66W CERTIFICATE

I,
of
certify as follows:

1. I am a _____ currently admitted to
practise in New South Wales.

2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with
reference to a contract for the sale of property at 6 Orchard Close, Gillieston Heights NSW 2321,
from _____
to _____
_____ in order that there is no cooling off period in
relation to that Contract.

3. I do not act for _____ and am not employed in the legal
practice of a solicitor acting for _____ nor am I a member or
employee of a firm of which a Solicitor acting for _____ is a
member or employee.

4. I have explained _____
to _____:
 - (a) The effect of the Contract for the purchase of that property;
 - (b) The nature of this Certificate; and
 - (c) The effect of giving this Certificate to the vendor, i.e. that there is no cooling off period
in relation to the Contract.

Dated: _____

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.

Additional Special conditions in contract for sale of land between

_____ (Purchasers)

33. Inconsistencies between clauses

Should these special conditions be inconsistent with the provisions of the attached Standard Agreement THEN these Special Conditions shall apply.

34. Amendments to Standard Printed Provisions

The Vendor and the Purchaser agree that the provisions of the standard printed form of Contract are amended as follows:

- i. clause 1, definition of *bank*:- delete the words “a building society or a credit union”;
- ii. clause 1, definition of *settlement cheque*:- delete the second bullet point in its entirety which reads “if authorised in writing by the vendor or the vendor’s conveyancer, some other *cheque*”;
- iii. Clause 5.2- delete in its entirety and replace with “ the purchaser is not entitled to serve any requisitions on title other than the form of requisition attached to this contract and the vendor will have no obligation to reply to any further requisitions served”
- iv. clause 7.1.1:- is deleted;
- v. clause 7.1.3:- is deleted;
- vi. clause 7.2.1:- substitute the words “10% of the price” with “\$1.00”;
- vii. clause 8.1.3:- replace the figure “14” with “7”;
- viii. clause 10.1:- insert the words “or delay completion” between the words “terminate” and “in”;
- ix. clause 10.1.8:- replace the word “substance” with “existence”;
- x. clause 10.1.9:- replace the word “substance” with “existence” and the word “disclosed” with “noted”;
- xi. clause 10.2:- insert the words “or make a claim or requisition against the Vendor” between the words “terminate” and “only”;
- xii. clause 11.1:- replace the word “Normally” with the words “Unless the details of any work order are disclosed prior to the date of this contract”;
- xiii. clause 12.2 is deleted;
- xiv. Clause 14.4.2 - substituting “the person who owned the land owned other lands, by

calculating its separate taxable value on a proportional basis based on the valuation of the land out of the total taxable valuations of all lands in place of "the person who owned the land owned no other land";

- xv. Clause 14.4.2 – deleting the words “the land was not subject to a special trust or owned by a non-concessional company”;
- xvi. Clause 15 – insert “4:00 pm on” before “the date of completion”;
- xvii. clause 18.7 is delete;
- xviii. clause 23.5.2 – the words “but is disclosed in this contract” are deleted;
- xix. clause 23.6 including all its subclauses are deleted;
- xx. clause 23.7 is deleted;
- xxi. clause 23.9.1:- replace the figure “1%” with “5%”;
- xxii. clause 23.13: - all words are deleted and replaced with the words “The Vendor hereby authorises the Purchaser to apply for a s184 Certificate at its own cost under the *Strata Schemes Management Act 2015* and the Purchaser must serve a copy of the said Certificate to the Vendor at least 7 days prior to completion.”;
- xxiii. clause 23.14 is deleted;
- xxiv. clause 23.17 including all its subclauses are deleted;
- xxv. clause 25.1.1:- the words “qualified, limited or” are deleted;
- xxvi. clause 28 is deleted;
- xxvii. clause 29 is deleted;
- xxviii. clause 30.9 – the words “by cash (up to \$2,000) or” are deleted;
- xxix. clause 30.11 is deleted;

35. Death, Incapacity, Bankruptcy, Insolvency etc.

- i. The Vendor may rescind this contract by notice in writing to the Purchaser, if the Purchaser is a natural person and one of the following occurs:
 - (i) the Purchaser dies; or
 - (ii) the Purchaser becomes incapable because of unsoundness of mind to manage the Purchaser’s own affairs despite the existence of any registered Enduring Power of Attorney executed by the Purchaser prior to same;
- ii. The Vendor may terminate this contract by notice in writing to the Purchaser:
 - (i) if the Purchaser, as a natural person, declares bankruptcy or enters into a Part IX Debt Agreement with its creditors;
 - (ii) if the Purchaser, as a company: -
 - (A) enters into any scheme of arrangement for the benefit of creditors;
 - (B) has a petition for the winding up of that party presented;

- (C) enters into any scheme or arrangement under the *Corporations Act 2001 (Cth)*; or
- (D) has a liquidator, receiver or official manager appointed in respect of itself.

36. No Warranties or Representations

- i. The property is sold in its present condition and state of repair and the Purchaser acknowledges that it buys the property relying on its own knowledge, inspection and enquiries and does not rely on any warranties or representations made by or on behalf of the Vendor in regards to the property including, without limiting the generality of the foregoing, its potential capital growth, rental yield or development of new infrastructure near or around the property etc.
- ii. Without limiting the generality of Special Condition 35(a), any warranties made by or on behalf of the Vendor, express or implied, as to any purpose for which the property or as to any building which is or may be erected on the property can be used, are expressly negated.

37. Vendor's Agent

The Purchaser warrants that it was introduced to the property by the agent first-named in this contract and by no other agent. The Purchaser indemnifies the Vendor against any claim for commission which may be made by any other agent as a result of a breach of this warranty together with any costs or expenses which may be incurred by the Vendor in relation to such claim. The benefit of this special condition shall not merge on completion but shall continue for the benefit of the Vendor.

38. Completion, Notice to Complete

Completion is to take place no later than 5:00pm on the completion date set out on the front page of this contract or no later than 3:30pm on the said completion date if the parties agree to complete this contract manually. The parties agree that 14 days' notice shall be sufficient time for the giving of a notice to complete this contract and making time of the essence of this contract on the date of expiry of such notice.

39. Interest for Late Completion

It is an essential term of this contract that if completion does not take place on or by the completion date, then the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase monies and any other monies payable to the Vendor, interest on the balance of purchase monies calculated at the rate of 10% per annum computed from the date specified for completion and calculated up until completion (but not including any period for which the Vendor was responsible for completion not occurring).

40. Legal Costs on Issue of Notice to Complete

It is an essential term of this contract that if the Vendor serves upon the Purchaser a notice to complete, the Purchaser shall pay to the Vendor on completion \$330.00 (inclusive of GST) to cover the Vendor's legal costs and associated expenses incurred in the preparation and service of a notice to complete. This special condition is an essential term of this contract.

41. Sewer Diagram

The sewer diagrams attached to this Contract are the document currently available from the relevant Water Authority in the ordinary course of administration. The Purchaser accepts the sewer diagrams attached to the Contract and shall not be entitled to make any objection, requisition, claim for compensation, delay settlement or rescind or terminate in this regard.

42. Caveat and Priority notice

The Purchaser must not lodge a caveat or priority notice for registration in respect of the title to the Land prior to completion. The purchaser will not raise any notices, claims for compensation, objections or requisitions nor be entitled to delay settlement, rescind or terminate the contract in respect of this.

43. State of Repair and Condition of Property and Services

The Purchaser expressly acknowledges the following:

- i. the Purchaser is purchasing the property together with the appurtenances thereto as a result of the Purchaser's own inspection and in its present condition and state of repair and subject to any infestation, dilapidation, fault or defect both latent and patent and the Purchaser shall not be at liberty to require the Vendor to undertake any work to the property whatsoever;
- ii. the Purchaser acknowledges that this contract represents the whole agreement between the parties and it is not relying upon any warranty or representation made by the Vendor or any person on behalf of the Vendor except such as is expressly contained in this contract;
- iii. the Purchaser may not make any objection, requisition or claim for any compensation or delay completion in respect to any matter disclosed or referred to in any document attached and forming part of this contract;
- iv. the Purchaser acknowledges that it is purchasing the property and shall take title subject to all existing or proposed, water, sewerage and drainage, gas, electricity, telephone and other installations and services (if any) and shall not make any objection, requisition, claim for compensation or delay competition nor rescind or terminate this agreement in respect of or in consequence of or arising from any of the following matters:
 - (i) the nature, location, availability or non-availability of any such services;
 - (ii) any sewer main or mains or connections for or of any relevant authority for or supplier of any such services passing in or over or through the property;
 - (iii) whether or not the property is subject to or has the benefit of any rights or easements in respect of any such service or mains, pipes or connections thereof;
 - (iv) any defects in such installations and services;
 - (v) any underground or surface stormwater drain passing through or over the property or should any manhole or vent be on the property;

- (vi) any rainwater downpipe being connected to the sewer;
- (vii) whether any easement has or has not been granted and/or registered in respect of any services or installations referred to by this special condition either to and/or passing over or through the subject property and/or any adjoining property.

44. Foreign Acquisitions and Takeovers Act 1975

- i. If the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval or an indication of non-objection under the *Foreign Acquisitions and Takeovers Act 1975* or any real estate policy guidelines of the Commonwealth Government and/or the approval or certification of the Treasurer under the *Foreign Acquisitions and Takeovers Regulation 2015* to enter into this contract then the Purchaser hereby warrants that it has obtained the approval or certification of the Treasurer or has received a statement of non-objection.
- ii. The Purchaser acknowledges and agrees that if the above warranty is false or untrue in any respect whatsoever the Purchaser hereby indemnifies and keep indemnified the Vendor against any loss which the Vendor may suffer as a result of the Vendor having relied on this warranty when entering into this contract including any consequential loss which the Vendor may sustain.

45. Claim for Compensation

Notwithstanding any contrary provisions in this contract, the Vendor and the Purchaser agree that any claim by the Purchaser for compensation whether under clause 7 of the contract or otherwise shall be deemed to be a requisition for the purposes of clause 8 of the contract.

46. Release of Deposit

The parties agree that the deposit (or such part as shall be required by the Vendor) shall be released to the Vendor or the Vendor's representative on demand to enable the Vendor to purchase another property or any other legitimate purposes, Provided That:

- i. any amount released shall be for deposit payment to a trust account of an acceptable deposit holder or for stamp duty payment to a relevant government authority or for discharge of mortgage/loan;
- ii. the Vendor may require the amount on exchange of this Contract in accordance with the written direction by Vendor's representative;
- iii. the Purchaser shall give all necessary directions to the deposit holder; and
- iv. this conditions is an essential term of the Contract.

47. Release of deposit for settlement

In the event that the Vendor requires a release of the deposit held with the agent prior to completion to repay the vendors loan on the property, costs, and tax associated with the sale, the Purchaser agrees to direct the agent to release the deposit to the Purchaser's solicitor/conveyancer trust account or pexa workspace source account as may be required for the deposit to be available for payment in the pexa workspace on completion. The Purchaser will create the trust account/pexa deposit form and provide it to the agent. No fee is payable to the Purchaser by the vendor in relation to the release of the deposit to the Purchaser's trust account or the pexa workspace or any matter related to the release of the deposit prior to completion. The vendor acknowledges that the purchaser will at all times have custody of the deposit until completion in respect to release of the deposit into the pexa workspace.

48. Guarantee and Indemnity

- i. If the Purchaser is a company (other than a company listed on the Australian Stock Exchange), the performance of the Purchaser's obligations under this contract must be guaranteed by the Guarantor. For the purposes of this special condition, *Guarantor* means either:
 - (i) two directors of the Purchaser;
 - (ii) a director and secretary of the Purchaser; or
 - (iii) the sole director and secretary of the Purchaser (as appropriate).
- ii. The Guarantor:
 - (i) must execute this contract; and
 - (ii) by the Guarantor's execution of this contract, acknowledges incurring obligations and giving rights under the guarantee and indemnity in this special condition for valuable consideration received from the Vendor including, without limitation, the agreement of the Vendor to enter into this contract at the request of the Guarantor.
- iii. The covenants, guarantees and indemnities in this special condition are severable.
- iv. The Guarantor unconditionally and irrevocably guarantees to the Vendor:
 - (i) the payment to the Vendor of the balance of the price by the Purchaser;
 - (ii) the payment to the Vendor of every other amount payable by the Purchaser under this contract; and
 - (iii) the performance of the Purchaser's obligations under this contract.
- v. The Guarantor indemnifies the Vendor against any claim or action and costs arising therefrom in connection with or arising from any breach or default or attempted breach or default by the Purchaser of its obligations under this contract.
- vi. This guarantee and indemnity:
 - (i) is a principal obligation and will not be treated as ancillary or collateral to any other right or obligation however created or arising;

- (ii) may be enforced against the Guarantor without the Vendor first being required to exhaust any remedy it may have against the Purchaser; and
 - (iii) is irrevocable and will remain in full force and effect until discharged and will bind the estates of the Guarantors.
- vii. The Guarantor must pay on demand any money due to the Vendor by reason of this indemnity including the balance of the price, the adjustments due to the Vendor on completion and interest payable by the Purchaser to the Vendor.
- viii. The Guarantor is jointly and severally with the Purchaser liable to the Vendor for:
- ix. The Purchaser's observance and performance of its obligations under this contract; and
 - (i) any damage incurred by the Vendor as a result of:
 - (A) the Purchaser's failure to observe and perform its obligations under this contract or its default under this contract; or
 - (B) the termination of this contract by the Vendor.
 - (ii) Until the Vendor has received all money payable by the Purchaser or the Guarantor under this contract and the due performance by the Purchaser and the Guarantor of their several obligations under this contract, neither the Purchaser nor the Guarantor may:
 - (A) claim or receive the benefit of:
 - 1. a dividend or distribution;
 - 2. a payment out of the estate or assets; or
 - 3. a payment in the liquidation, winding up or bankruptcy, of a person liable jointly with the Purchaser or the Guarantor to the Vendor or liable under a security for money payable by the Purchaser or the Guarantor; or
 - (B) prove in an estate or in relation to an asset in a liquidation, winding up or bankruptcy in competition with the Vendor unless the amount the Vendor is entitled to will not be reduced as a result.
- x. The Guarantor must pay the Vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of a right of the Vendor under this special condition.
- xi. The Guarantor's obligations are not affected if:
 - (i) the Vendor releases or enters into a composition with the Purchaser;
 - (ii) a payment made to the Vendor is later avoided; or
 - (iii) the Vendor assigns or transfers the benefit of this contract.

- xii. If the Vendor assigns or transfers the benefit of this contract, the assignee receives the benefit of the Guarantor's covenants, agreements, guarantees and indemnities.
- xiii. The obligations of the Guarantor under this special condition are not released, discharged or otherwise affected by:
- (i) failure by one or more Guarantors to have executed this guarantee and Indemnity, validly or otherwise;
 - (ii) the grant of any time, waiver, covenant not to sue or other indulgence;
 - (iii) the release (including without limitation a release as part of a novation) or discharge of any person;
 - (iv) an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the Guarantor or any other person;
 - (v) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
 - (vi) a variation of this contract including, without limitation, a variation in the date of completion of this contract;
 - (vii) any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the Vendor by this contract; a statute, a court or otherwise;
 - (viii) payment to the Vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable;
 - (ix) the Purchaser becoming insolvent, going into liquidation, official management, receivership, arrangement, administration or winding up; or
 - (x) a receiver and/or manager, liquidator, administrator or other similar person being appointed in respect of the Purchaser or any of its assets or undertakings.
- xiv. If the Guarantor comprises more than one person, then the persons comprising the Guarantor are jointly and severally bound by this special condition.

49. Goods and Services Tax (GST)

i. Definitions

- (i) "GST" means any tax calculated by reference to the value of goods or services provided, calculated and levied at the point of sale or supply of goods and services and includes GST within the meaning of that abbreviation in the *A New Tax System (Goods and Services) Tax Act 1999* ("GST Act");
- (ii) "GST Act" means *A New Tax System (Goods and Services) Tax Act 1999*



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and includes other GST related legislation and regulations under the legislation, as amended from time to time; and

(iii) except for any defined terms in this contract, capitalised expressions have the same meaning as in the GST Act.

ii. Sale as Residential Premises

(i) The property is sold as Residential Premises to be used predominantly for residential accommodation (not being Commercial Residential Premises or New Residential Premises).

(ii) The Purchaser warrants that it will use and continue to use the property as Residential Premises solely for residential accommodation (and not as Commercial Residential Premises or any other purposes).

(iii) If the Purchaser ceases to do so and as a result GST becomes payable by the Vendor in respect of the sale of the property to the Purchaser or any part thereof, the Purchaser must pay to the Vendor upon the Vendor's service of a valid tax invoice on the Purchaser, an amount equivalent to the amount of GST payable in addition to the purchase price, as damages.

(iv) This special condition does not merge on completion.

50. Building Certificate

Subject to the provisions of Schedule 3 of the *Conveyancing (Sale of Land) Regulation 2022*, if the Purchaser applies for a building certificate from the local council after the date of this contract and subsequently the council makes any of the following orders before completion:

- i. a work order under any legislation (but not an upgrading or demolition order) The Purchaser cannot make a claim for compensation, objection or requisition or rescind or terminate the contract because there is no building certificate or survey attached to this contract;
- ii. an order to not issue any building certificate; or
- iii. an order that certain building works are to be done before it will issue a building certificate,

the Purchaser shall not make any objection, requisition, claim for compensation, delay completion, rescind or terminate this contract or require the Vendor to comply with or undertake any building work mentioned above.

Should the Purchaser become entitled to rescind this contract for the Vendor's breach of warranty under clause 1(d) Schedule 3, Part 1 of the *Conveyancing (Sale of Land) Regulation 2022*, the Vendor shall also be entitled to rescind this contract provided such right is exercised before the Purchaser has served a notice of rescission.

51. Tenancy matters

- i. If the front page of this contract specifies that the property is subject to existing tenancies, the Purchaser acknowledges and accepts that prior to completion, the



tenant may move out of the property for any reasons including a fundamental breach of the lease. As such, the Purchaser agrees and acknowledges that notwithstanding the "Subject to existing tenancy" notation on the front page of this contract, completion is not conditional upon the property being tenanted.

- ii. The Purchaser acknowledges that it has made its own enquiries in relation to the tenancy and is not entitled to make any requisitions, objections or claims or delay completion, rescind or terminate this contract on the following grounds:
- (i) a copy of the lease for the tenancy is not attached to the contract;
 - (ii) vacant possession is not provided at completion;
 - (iii) if the tenant vacates the property prior to the completion date for any reason;
 - (iv) if any tenant has either during his or her occupation or if vacating the property has any junk or rubbish on, in, about or left attached to the property;
 - (v) in respect of any lease agreement which is not governed by the *Retail Leases Act 1994 (NSW)*, or is disclosed in this contract as being governed by the same, that any covenant contained in any of the leases, or in any variation or extension of a lease which is attached to this contract is or may be void, unenforceable or illegal, and may render the whole part of the lease unenforceable or capable of being terminated or avoided;
 - (vi) that any lease does not have endorsed on it the consent of any mortgagee over the property or that no mortgagee's consent has been given to the lease;
 - (vii) that any lease which should have been registered on the title to the property has not been so registered; and
 - (viii) if any fixtures (to the extent that they do not form part of the property), fittings, furnishings or chattels are left on, in, about or attached to the property as at or following completion of this contract.

52. Limitation of Rights

Notwithstanding any other provision of this contract, if this contract is validly rescinded pursuant to a right of rescission arising out of any provision in this contract, the parties agree that rescission is the only remedy available and neither party may make a claim against the other in respect of this contract.

53. Section 10.7 Planning certificate

Attached is a certificate under section 10.7 of the Environment Planning & Assessment Act, NSW 1979. The vendor(s) discloses and the purchaser(s) acknowledge that the section 10.7(2) certificate annexed to this contract may not be current section 10.7(2) certificate. The purchaser(s) acknowledges this disclosure and shall make no objection, requisition and claim for compensation or have any right of rescission in relation to this disclosure or in respect of the contents of that certificate.

54. Guarantee by company purchaser

If the purchaser is a company it must on entering into this contract procure from not less than two directors and/or shareholders of the company a guarantee of the performance of the purchaser's obligations under this contract and the due and punctual payment by the purchaser of the price and all other money payable by the purchaser to the vendor under this contract unless the company has a sole director and shareholder who is the same person in which event the guarantee must be given by that person. The guarantee must be given by the guarantors in the form of the guarantee annexed to this contract. And deliver the same to the vendor's representative on or before exchange in satisfaction of this condition.

55. Payment of Deposit by instalments

- i. Even if the amount shown adjacent to "Deposit" on the front page of this contract is less than 10% of the price, the parties agree that the deposit payable by the purchaser on the date of this contract is 10% of the price.
- ii. Despite the preceding sub-clause, if the vendor accepts an amount equal to 5% of the price as part payment of the deposit on the date of this contract, the balance of the deposit being 5% of the price must be paid on completion or on the date that the vendor otherwise becomes entitled to keep or recover the deposit under the terms of this contract.
- iii. For deposit of less than 10%, despite any other clauses in the Contract the parties agree all interest earned on the deposit money is to be paid to the vendor on completion or on the date the vendor otherwise becomes entitled to keep or recover the deposit.
- iv. If circumstances arise which entitle the vendor to keep or recover the deposit:
 - a) The purchaser must immediately pay to the vendor the unpaid balance of the deposit, and
 - b) The vendor is entitled to recover from the purchaser the unpaid balance of the deposit as a debt,

And the purchaser must not and is not entitled to make any claim or set-off against the vendor for the unpaid balance of the deposit.

56. Trust

If the Purchaser is a trustee of a trust, then it enters into this contract in its personal capacity and as trustee of that trust and the Purchaser represents and warrants that it has the power (both in its personal capacity and as trustee of the trust) to enter into and perform its obligations under this contract.

57. Mortgage, Charge, instalments and Other Encumbrance

The Purchaser must not require the Vendor to register a Discharge of Mortgage, Charge, Withdrawal of Caveat or remove any encumbrance lodged by any person or entity (other than the parties herein) affecting the subject land prior to completion. If at the completion date of this contract a mortgage, charge, caveat or any encumbrance is noted on the Certificate of Title of the property, the Purchaser must accept a discharge or withdrawal of same or any other document to that effect which is duly executed by the Vendor and in registrable form (if applicable). This special condition is an essential term of this contract.

58. Non-Merger

Insofar as any provision, printed clause, clause or Special Condition (however described or named) of this contract confers rights or obligations on either party which continue after completion of this contract, then the Vendor and the Purchaser hereby declare and agree that such provision, printed clause, clause or Special Condition shall not merge in the transfer on completion hereof, but shall continue in full force and effect notwithstanding such completion.

59. Annexures

The Purchaser acknowledges that if prior to the signing of this contract by or on behalf of the Purchaser, documents or copies of documents of the kind referred to in s52A of the *Conveyancing Act 1919* were attached to this contract at the request of the Vendor by or on behalf of the Purchaser or the conveyancer for the Purchaser, the person so attaching such documents or copies of documents did so as agent of the Vendor.

60. Electronic Exchange of Contracts and Communications

Without limiting other valid ways of executing and exchanging contracts, the Vendor and Purchaser agree that this contract may be exchanged with an electronic or scanned copy of the original contract signed by the Vendor (whether via DocuSign or otherwise) and an electronic or scanned copy of the counterpart contract signed by the Purchaser (whether via DocuSign or otherwise). Such electronic or scanned copies of the original and counterpart contracts constitute one and the same instrument and the parties agree to accept such instruments as original and binding. The parties by executing this contract reaffirm having given their prior consents as required by the Electronic Transactions Act 2000 (NSW) to receiving electronic communications by way of email transmission.

61. Interpretation

The parties hereto acknowledge and agree that:

- i. headings are for ease of reference only, and do not affect the interpretation of this contract;
- ii. if there is any inconsistency between the front page, these Special Conditions and the printed conditions or any Annexures hereof, these Special Conditions shall take precedence and apply; and
- iii. the Special Conditions forming part of this contract shall not be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to this contract of all or any of the provisions of Section 52A of the *Conveyancing Act 1919* or the *Conveyancing (Sale of Land) Regulation 2022* hereof or the exercise of a right conferred thereunder in relation to this contract;
- iv. if the whole or any part of a provision of this contract is invalid or unenforceable, that provision or part thereof shall be severed from the rest of the relevant provision without affecting the validity, operation and enforceability of the remaining provisions and the severed provision or part thereof shall be construed as never having formed part of this contract;

- v. any delay in the exercise or non-exercise of any right or the enforcement of any right arising from this agreement by a party shall not be construed as a waiver of that party's right;
- vi. no part of this contract may be varied mutually agreed by the parties. The Vendor shall have the sole discretion to decide whether such variation shall be effected by correspondence between the parties or by the execution of a Deed of Variation recording such variation;
- vii. "claim" or "claims" includes requisitions, objections, rescission and termination of this contract;
- viii. word(s) written or expressed in the singular form includes the plural form and vice versa;
- ix. word(s) written or expressed in a particular gender includes the opposite and any other gender;
- x. no provision of this contract or right created under it may be waived or varied
- xi. except in writing signed by the party or parties to be bound;
- xii. in the interpretation of this contract or any part of it, no rule of construction shall apply to the disadvantage of any party on the basis that that party:
 - i. prepared this contract or any part of it; or
 - ii. seeks to rely on this contract or any part of it.

62. Holiday Period

The parties agree that should the settlement fall from 22nd December until the second business Monday after New Year's Eve, the parties will amend the settlement date to the next business day after 7th January. In the event that the settlement is required to take place during that time at the purchaser's request, the purchaser will pay the vendor(s) extra legal cost of \$550.00 (incl GST).

63. Further Assurances

Except as expressly provided in this contract, each party must, at its own expense, do all things reasonably necessary to give full effect to this contract and the matters contemplated by it, including:

- i. executing or ensuring the execution of documents;
- ii. causing relevant third parties to do all things reasonably necessary to give full effect to this contract and the matters contemplated by it; and
- iii. the giving of any written consent or authority to relevant third parties including the selling agent.

64. Governing Law and Jurisdiction

The parties hereto acknowledge and agree that this contract is governed by the laws of New South Wales, Australia, and the parties agree to submit themselves to the exclusive jurisdiction of the courts of New South Wales, Australia.



DIRECTORS' GUARANTEE

We, _____ of _____
and _____ of _____

in the State of New South Wales (hereinafter called "the Guarantors") being directors of
_____ Pty Limited (hereinafter referred to as 'the
Purchasing Company') _____ in _____ consideration
of _____

_____ ("the Vendor") at our request agreeing to
sell the property being _____ having title reference Folio
Identifier _____ (hereinafter referred to as the 'the Property') to the Purchasing
Company DO HEREBY UNCONDITIONALLY AND IRREVOCABLY GUARANTEE to the
Vendor the due and punctual performance by the Purchasing Company of all the terms and
conditions of the Contract for Sale of Land of the Property between the Vendor and the
Purchasing Company (hereinafter referred as the 'the Contract') and do further COVENANT
AND AGREE THAT WE WILL INDEMNIFY and keep indemnified the Vendor against any
and all liability loss and damage howsoever arising and any costs, charges and expenses
whatsoever which the Vendor may suffer or incur by reason of any default as aforesaid on
the part of the Purchasing Company.

The Guarantors acknowledge that the Vendor has entered into the Contract at the request of
the Guarantors and upon the promise of the Guarantors contained in the guarantee.
The Guarantors acknowledge that prior to execution hereunder that they have read and
understood as evidenced by their signature hereto the terms and conditions of the Contract
and this Guarantee in their entirety.

EXECUTED as a Deed.
SIGNED SEALED AND DELIVERED
by _____ in the presence of:

.....

.....
(Signature of Witness) _____ Signature

.....(Name)

.....(Address)

SIGNED SEALED AND DELIVERED
by _____ in the presence of:

.....

.....
(Signature of Witness) _____ Signature

.....(Name)

.....(Address)

CONDITIONS OF SALE BY AUCTION

If the property is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the Property, Stock and Business Agents Regulation 2003 and Section 68 of the Property, Stock and Business Agents Act 2002:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

REQUISITIONS ON TITLE

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. 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.
3. 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.
4. 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.
5. When and where may the title documents be inspected?
6. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
7. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the Land Tax Management Act 1956 (NSW)) at least 14 days before completion.
8. To whom do the boundary fences belong?
9. Is the vendor aware of any dispute regarding boundary or dividing fences?
10. Has the vendor received any notice, claim or proceedings under the Dividing Fences Act 1991 (NSW) or the Encroachment of Buildings Act 1922 (NSW)?
11. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
12. 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 7 days prior to completion.
13. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
14. The purchaser reserves the right to make further requisitions prior to completion.
15. 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.

REPLIES TO REQUISITIONS ON TITLE

1. Noted.
2. Noted.
3. Noted.
4. Not that that the vendor is aware.
5. This is an electronic title and a paper title has not issued.
6. Noted subject to the terms of the contract.
7. Noted.
8. Presumably to the vendor and adjoining owners.
9. No.
10. No.
11. No.
12. Noted.
13. Not agreed.
14. Not agreed.
15. Not agreed.



LAND REGISTRY SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 935/1207978

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
11/8/2024	6:38 PM	4	20/11/2018

LAND

LOT 935 IN DEPOSITED PLAN 1207978
 AT GILLIESTON HEIGHTS
 LOCAL GOVERNMENT AREA MAITLAND
 PARISH OF MAITLAND COUNTY OF NORTHUMBERLAND
 TITLE DIAGRAM DP1207978

FIRST SCHEDULE

(T AN869119)

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A572301 LAND EXCLUDES MINERALS (S.141 PUBLIC WORKS ACT, 1912)
- 3 DP1112081 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1138982 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1161359 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1170757 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1207978 EASEMENT FOR RETAINING WALL 0.9 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1207978 EASEMENT FOR RETAINING WALL 0.9 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1207978 RESTRICTION(S) ON THE USE OF LAND
- 10 AN869120 MORTGAGE TO PERPETUAL CORPORATE TRUST LIMITED

NOTATIONS

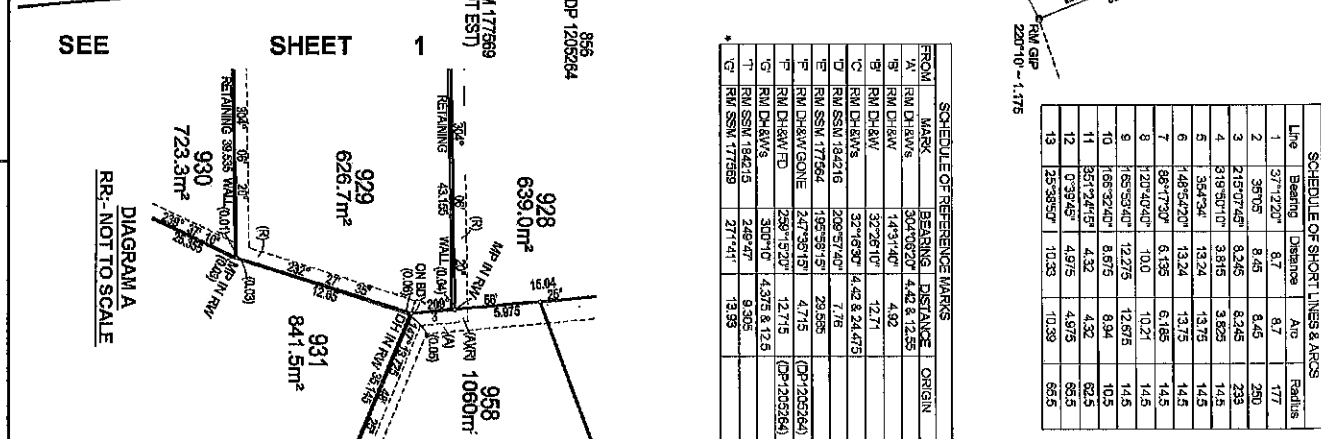
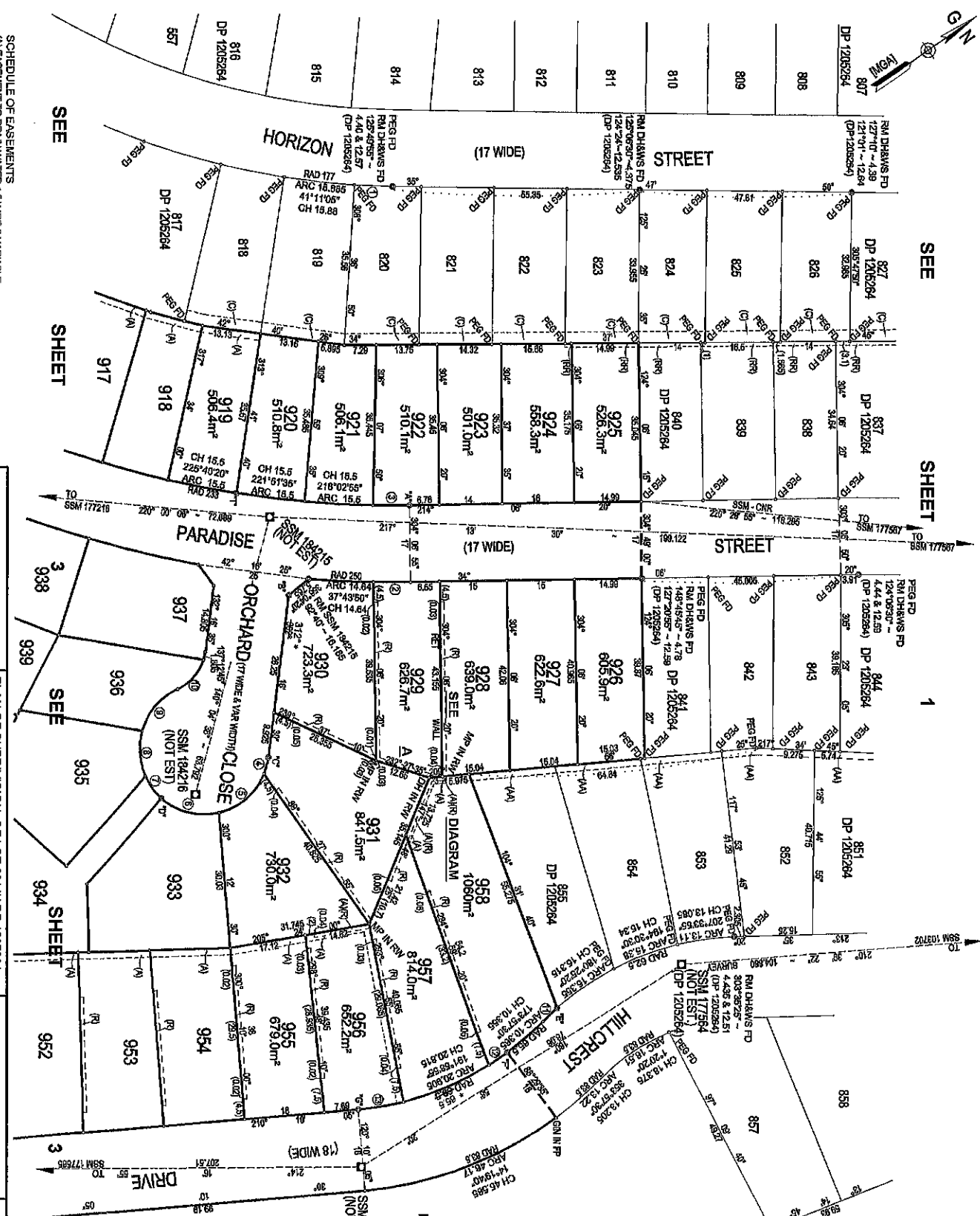
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

*** 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.
Hazlett Information Services 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.
Date and Time of Search: Sun Aug 11 08:38:49 2024
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Ph: 02 92615211 Fax: 02 92647752 | R Hazlett & Co. ABN 20 104 470 340 | www.hazlett.com.au



Line	Bearing	Distance	Ave	Radius
1	37°12'20"	8.7	8.7	177
2	39°05"	8.45	8.45	280
3	215°07'45"	8.245	8.245	235
4	319°50'10"	3.815	3.825	14.5
5	354°34"	13.24	13.75	14.5
6	148°54'20"	13.24	13.75	14.5
7	88°17'30"	6.135	6.185	14.5
8	120°40'40"	7.00	10.21	14.5
9	165°53'40"	12.275	12.675	14.5
10	166°32'40"	8.875	8.94	10.5
11	351°24'51"	4.32	4.32	82.5
12	0°39'45"	4.975	4.975	85.5
13	25°38'50"	10.33	10.33	85.5

FROM	MARK	BEARING	DISTANCE	ORIGIN
FM	RM DRIVNS	304°05'20"	4.42 & 12.55	
FM	RM DRIV	143°14'40"	4.32	
FM	RM DRIV	32°28'10"	12.71	
FM	RM DRIVNS	32°16'30"	4.42 & 24.475	
FM	SSM 184216	208°57'40"	1.78	
FM	SSM 177584	195°58'15"	28.885	(DP1205264)
FM	DRIVNS (CONE)	347°38'18"	4.715	(DP1205264)
FM	RM DRIVNS	289°15'20"	12.715	(DP1205264)
FM	RM DRIVNS	380°17'40"	4.375 & 12.5	
FM	SSM 184216	248°47'	9.035	
FM	SSM 177589	271°41'	13.95	

SCHEDULE OF EASEMENTS
 (A) EASEMENT TO DRAIN WATER 1.6 WIDE & VARIABLE
 (B) EASEMENT FOR REMAINING WALL 0.91 WIDE
 (C) EXISTING EASEMENT TO DRAIN WATER 1.5 WIDE (WIDE DP 1205264)
 (D) EXISTING EASEMENT TO DRAIN WATER 2.5 WIDE (WIDE DP 1205264)
 (E) EXISTING EASEMENT FOR REMAINING WALL 0.9 WIDE (WIDE DP 1205264)

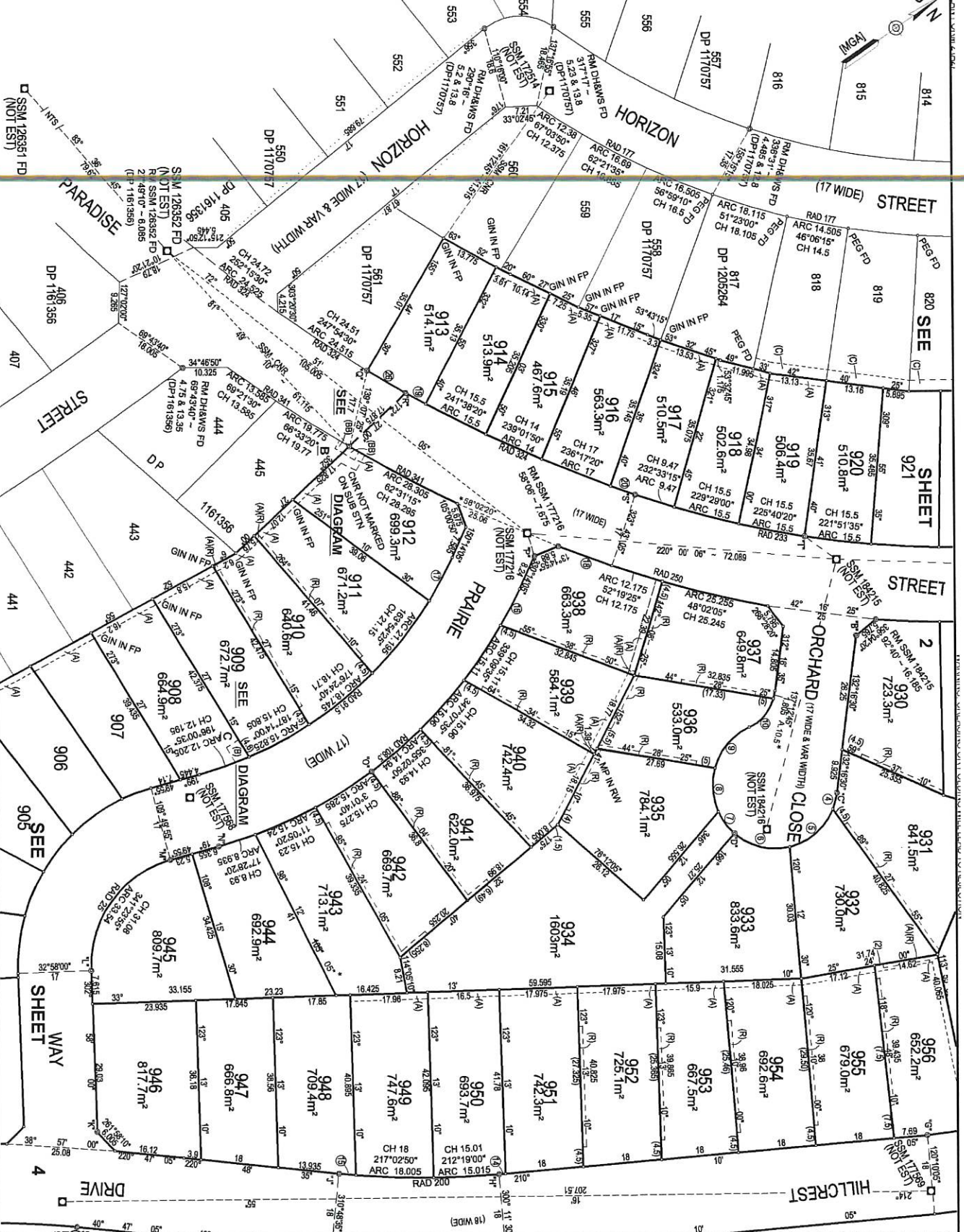
Surveyor:
 MURRAY JOHN DALTON
 MURRAY JOHN DALTON
 MURRAY JOHN DALTON
 Date of Survey: 28/09/2015
 Surveyor's Ref: 90173-1-DP

PLAN OF SUBDIVISION OF LOT 861 IN DP 1205264
 AND POSITIVE COVENANT OVER LOT 866 IN
 DP 1205264

LCA: MANTLAND
 Locality: GILLISTON HEIGHTS
 Subdivision No: 08/9938
 Lengths are in metres. Reduction Ratio: 1: 600

Registered
 13.8.2015

DP1207978



SCHEDULE OF EASEMENTS
 (A) EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE
 (B) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.5 WIDE
 (C) EXISTING EASEMENT TO DRAIN WATER 7.2 WIDE WIDE DP 1205264
 (D) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (WIDE DP 1161356)

Surveyor: MURRAY JOHN DALTON
 Date of Survey: 29/5/2015
 Surveyor's Ref: 901731 DP

PLAN OF SUBDIVISION OF LOT 861 IN DP 1205264 AND POSITIVE COVENANT OVER LOT 856 IN DP 1205264

LGA: MAITLAND
 Locally GILLESPIE HEIGHTS
 Subdivision No: 06968
 Lengths are in metres Reduction Ratio: 1:800

Registered 13.8.2015

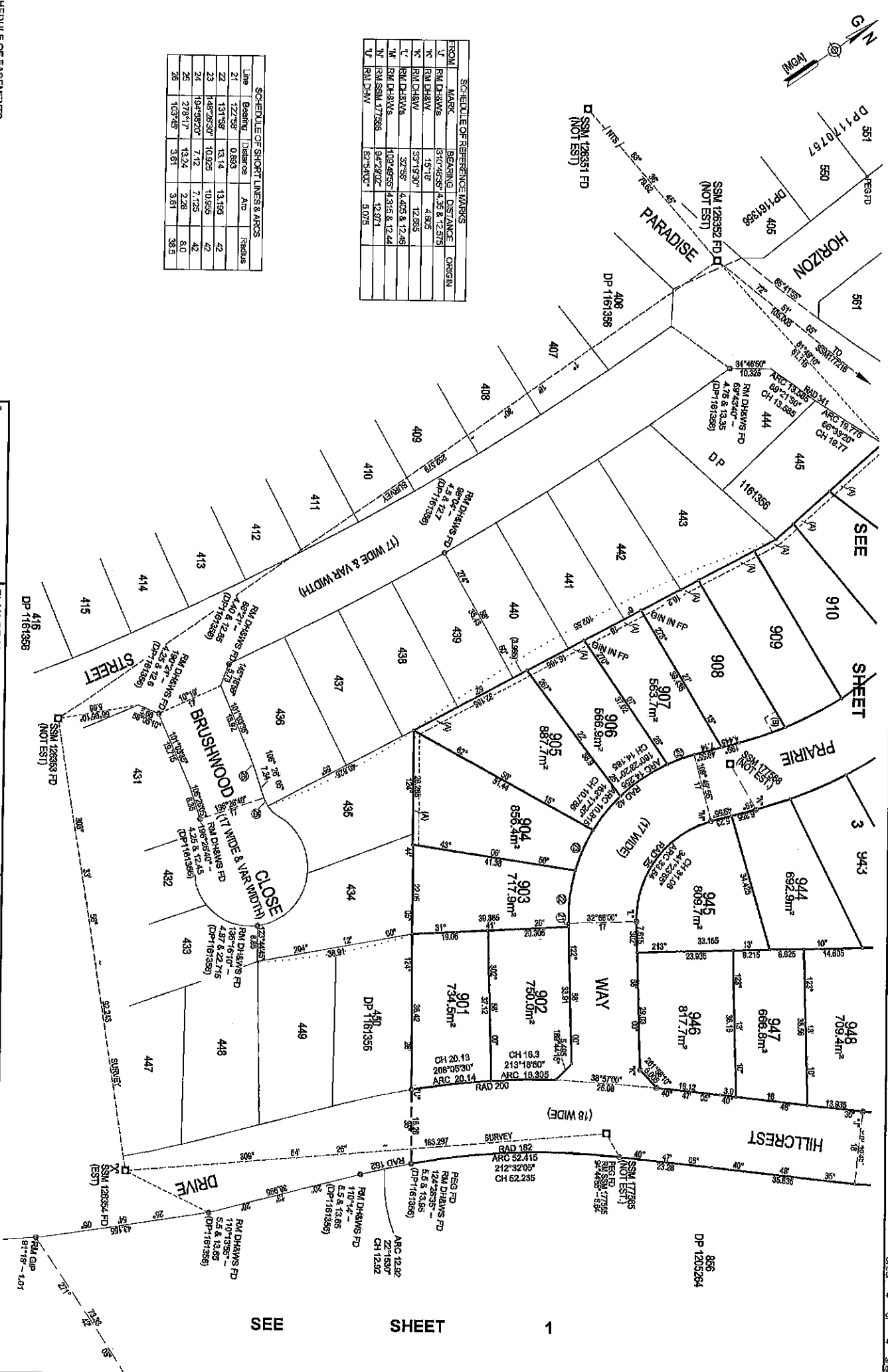
DP1207978

SCHEDULE OF SHORT LINES & ARCS

Line	Bearing	Distance	Area	Remarks
1	319°50'10"	3.615	3.825	14.5
2	354°34'	13.24	13.75	14.5
3	48°54'20"	13.24	13.75	14.5
4	88°17'30"	6.135	6.185	14.5
5	120°40'40"	10.0	10.21	14.5
6	165°53'40"	12.275	12.675	14.5
7	166°32'40"	6.675	6.91	10.5
8	30°10'05"	1.485	1.485	20.0
9	220°12'30"	4.065	4.065	108.5
10	332°42'05"	9.345	9.345	108.5
11	153°45'10"	11.23	11.235	91.5
12	54°48'30"	13.175	13.175	34.1
13	64°28'40"	5.3	5.3	32.4
14	54°15'05"	6.03	6.035	32.4
15	244°50'20"	10.2	10.2	32.4

SCHEDULE OF REFERENCE MARKS

FROM	MARK	BEARING	DISTANCE	ORIGIN
D	RA SSM 184218	209°57'40"	7.76	14.5
E	RA SSM 184218	300°10"	4.316 & 13.5	14.5
F	RA SSM 184218	300°10"	4.316 & 12.531	14.5
G	RA SSM 184218	310°11'30"	4.35 & 12.975	14.5
H	RA SSM 184218	310°11'30"	4.35 & 12.975	14.5
I	RA SSM 184218	151°18'	4.005	32.4
J	RA SSM 184218	33°19'30"	12.085	32.4
K	RA SSM 184218	32°58'	4.005 & 12.46	32.4
L	RA SSM 184218	108°48'50"	4.315 & 12.44	32.4
M	RA SSM 184218	94°20'02"	12.971	32.4
N	RA SSM 184218	67°11'25"	13.51	32.4
O	RA SSM 184218	107°54'36"	5.43	32.4
P	RA SSM 184218	91°53'00"	5.35 & 15.08 (DP1165453)	32.4
Q	RA SSM 184218	31°40'15"	8.135 & 22.54 (DP1165453)	32.4
R	RA SSM 184218	304°06'55"	4.42 & 12.55	32.4
S	RA SSM 184218	299°47'	9.305	32.4



SCHEDULE OF REFERENCE MARKS

FROM	MARK	BEARING	DISTANCE	ORIGIN
V	RM DRAWS	310°48'35"	4.35 & 12.575	
W	RM DRAWS	19°18'	4.805	
K	RM DRAWS	33°19'30"	12.895	
L	RM DRAWS	32°59'	4.405 & 12.46	
W	RM DRAWS	109°48'55"	4.315 & 12.24	
N	RM SSML 177865	94°29'02"	12.971	
V	RM DRAWS	82°54'00"	5.075	

SCHEDULE OF SHORT LINES & ARCS

Line	Bearing	Distance	Arc	Radius
21	122°28'	0.893		42
22	131°38'	13.174	13.193	42
23	148°28'30"	10.925	10.955	42
24	164°58'20"	7.12	7.125	42
25	278°17'	13.24	2.28	8.0
26	103°45'	3.61	3.61	38.5

SCHEDULE OF EASEMENTS
 (A) EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE
 (B) EASEMENT FOR RETAINING WALL 0.9 WIDE

Surveyor: MURRAY JOHN DALTON
 OF MUSWELLBROOK 2333
 Date of Survey: 29/06/2015
 Surveyor's Ref: S5785-2-DP

PLAN OF SUBDIVISION OF LOT 961 IN DP 1205264
 AND POSITIVE COVENANT OVER LOT 956 IN
 DP 1205264

LGA: WATLAND
 Locality: GILLESPIE HEIGHTS
 Subdivision No: 06/898
 Lengths in metres. Reduction Ratio: 1:500

Registered
 13.8.2015

DP1207978




PLAN FORM 6 (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 5 sheet(s)

<p>Office Use Only</p> <p>Registered:  13.8.2015</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1207978 (E)</p>
<p>PLAN OF SUBDIVISION OF LOT 861 IN DP 1205264 AND POSITIVE COVENANT OVER LOT 856 IN DP 1205264</p>	<p>LGA: MAITLAND</p> <p>Locality: GILLIESTON HEIGHTS</p> <p>Parish: MAITLAND</p> <p>County: NORTHUMBERLAND</p>
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, MURRAY JOHN DALTON..... of MUSWELLBROOK, NSW, 2333..... a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on the 29th MAY 2015.</p> <p>*(b) The part of the land shown in the plan (*being/*excluding) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature: <i>M Dalton</i>..... Dated: 3rd JUNE 2015...</p> <p>Surveyor ID: 895..... <i>NO</i></p> <p>Datum Line: 'X' SSM 126354 - 'Y' SSM 172595 172592</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>*Strike through if inapplicable.</p> <p>^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>
<p style="text-align: center;">Subdivision Certificate</p> <p style="font-size: 1.5em; text-align: center;"><i>Stephen Punch</i></p> <p>I, <i>Stephen Punch</i>..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <i>Stephen Punch</i>.....</p> <p>Accreditation number:</p> <p>Consent Authority: <i>Maitland City Council</i></p> <p>Date of endorsement: <i>2.7.15</i></p> <p>Subdivision Certificate number: <i>061968</i></p> <p>File number: <i>DA06 1968</i></p> <p>*Strike through if inapplicable.</p>	<p>Plans used in the preparation of survey/compilation.</p> <p>DP 1175140 DP 1179201 DP 1188457 DP 223616 DP 1161356 DP 1170757 DP 1159637 DP 1175139 DP 1162824</p> <p style="text-align: right;">If space is insufficient continue on PLAN FORM 6A</p>
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p>IT IS INTENDED TO DEDICATE PRAIRIE WAY, ORCHARD CLOSE AND THE EXTENSIONS OF HILLCREST DRIVE AND PARADISE STREET TO THE PUBLIC AS PUBLIC ROAD</p>	<p>Surveyor's Reference: 90173-1_DP</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 5 sheet(s)

Registered:  13.8.2015

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DP1207978

PLAN OF SUBDIVISION OF LOT 861
IN DP 1205264 AND POSITIVE COVENANT
OVER LOT 856 IN DP 1205264

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 061968
Date of Endorsement: 27.15

PURSUANT TO S.88B CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN WATER 1.5 WIDE AND VARIABLE (A)
2. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.5 WIDE (B)
3. EASEMENT FOR RETAINING WALL 0.9 WIDE (R)
4. RESTRICTIONS ON THE USE OF LAND
5. POSITIVE COVENANT

INFORMATION SUPPLIED BY COUNCIL TO COMPLY WITH
SURVEYING & SPATIAL INFORMATION REGULATIONS 2012 CLAUSE 60

Lot	Street Number	Street Name	Street Type	Locality
901	60A	HILLCREST	DRIVE	GILLIESTON HEIGHTS
902	60 / 22	HILLCREST / PRAIRE PRAIRIE	DRIVE / WAY	GILLIESTON HEIGHTS
903	20	PRAIRE PRAIRIE	WAY	GILLIESTON HEIGHTS
904	18	PRAIRE PRAIRIE	WAY	GILLIESTON HEIGHTS
905	16	PRAIRE PRAIRIE	WAY	GILLIESTON HEIGHTS
906	14	PRAIRE PRAIRIE	WAY	GILLIESTON HEIGHTS
907	12	PRAIRE PRAIRIE	WAY	GILLIESTON HEIGHTS
908	10	PRAIRE PRAIRIE	WAY	GILLIESTON HEIGHTS
909	8	PRAIRE PRAIRIE	WAY	GILLIESTON HEIGHTS
910	6	PRAIRE PRAIRIE	WAY	GILLIESTON HEIGHTS
911	4	PRAIRE PRAIRIE	WAY	GILLIESTON HEIGHTS
912	2 / 10	PRAIRIE PRAIRE / PARADISE	WAY / STREET	GILLIESTON HEIGHTS
913	7	PARADISE	STREET	GILLIESTON HEIGHTS
914	9	PARADISE	STREET	GILLIESTON HEIGHTS
915	11	PARADISE	STREET	GILLIESTON HEIGHTS
916	13	PARADISE	STREET	GILLIESTON HEIGHTS
917	15	PARADISE	STREET	GILLIESTON HEIGHTS
918	17	PARADISE	STREET	GILLIESTON HEIGHTS
919	19	PARADISE	STREET	GILLIESTON HEIGHTS
920	21	PARADISE	STREET	GILLIESTON HEIGHTS
921	23	PARADISE	STREET	GILLIESTON HEIGHTS
922	25	PARADISE	STREET	GILLIESTON HEIGHTS
923	27	PARADISE	STREET	GILLIESTON HEIGHTS
924	29	PARADISE	STREET	GILLIESTON HEIGHTS

CONTINUED ON SHEET 3

If space is insufficient use additional annexure sheet

Surveyor's Reference: 90173-1_DP

11.9.2015



STREET NAME "PRAIRE" AMENDED TO "PRAIRIE" VIDE 2015-1121


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  13.8.2015</p> <p>PLAN OF SUBDIVISION OF LOT 861 IN DP 1205264 AND POSITIVE COVENANT OVER LOT 856 IN DP 1205264</p> <p>Subdivision Certificate number: <u>061968</u></p> <p>Date of Endorsement: <u>27.15</u></p>	<p style="text-align: right;">Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1207978</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
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Continued from Sheet 2

Lot	Street Number	Street Name	Street Type	Locality
925	31	PARADISE	STREET	GILLIESTON HEIGHTS
926	24	PARADISE	STREET	GILLIESTON HEIGHTS
927	22	PARADISE	STREET	GILLIESTON HEIGHTS
928	20	PARADISE	STREET	GILLIESTON HEIGHTS
929	18	PARADISE	STREET	GILLIESTON HEIGHTS
930	16 / 1	PARADISE / ORCHARD	STREET / CLOSE	GILLIESTON HEIGHTS
931	3	ORCHARD	CLOSE	GILLIESTON HEIGHTS
932	5	ORCHARD	CLOSE	GILLIESTON HEIGHTS
933	10	ORCHARD	CLOSE	GILLIESTON HEIGHTS
934	8	ORCHARD	CLOSE	GILLIESTON HEIGHTS
935	6	ORCHARD	CLOSE	GILLIESTON HEIGHTS
936	4	ORCHARD	CLOSE	GILLIESTON HEIGHTS
937	2 / 14	ORCHARD / PARADISE	CLOSE / STREET	GILLIESTON HEIGHTS
938	21 / 1	PARADISE / PRAIRE PRAIRIE	STREET / WAY	GILLIESTON HEIGHTS
939	3	PRAIRE PRAIRIE	WAY	GILLIESTON HEIGHTS
940	5	PRAIRE PRAIRIE	WAY	GILLIESTON HEIGHTS
941	7	PRAIRE PRAIRIE	WAY	GILLIESTON HEIGHTS
942	9	PRAIRE PRAIRIE	WAY	GILLIESTON HEIGHTS
943	11	PRAIRE PRAIRIE	WAY	GILLIESTON HEIGHTS
944	13	PRAIRE PRAIRIE	WAY	GILLIESTON HEIGHTS
945	15	PRAIRE PRAIRIE	WAY	GILLIESTON HEIGHTS
946	17 / 58	PRAIRE PRAIRE / HILLCREST	WAY / DRIVE	GILLIESTON HEIGHTS
947	56	HILLCREST	DRIVE	GILLIESTON HEIGHTS
948	54	HILLCREST	DRIVE	GILLIESTON HEIGHTS
949	52	HILLCREST	DRIVE	GILLIESTON HEIGHTS
950	50	HILLCREST	DRIVE	GILLIESTON HEIGHTS
951	48	HILLCREST	DRIVE	GILLIESTON HEIGHTS
952	46	HILLCREST	DRIVE	GILLIESTON HEIGHTS
953	44	HILLCREST	DRIVE	GILLIESTON HEIGHTS
954	42	HILLCREST	DRIVE	GILLIESTON HEIGHTS
955	40	HILLCREST	DRIVE	GILLIESTON HEIGHTS
956	38	HILLCREST	DRIVE	GILLIESTON HEIGHTS
957	36	HILLCREST	DRIVE	GILLIESTON HEIGHTS
958	34	HILLCREST	DRIVE	GILLIESTON HEIGHTS

If space is insufficient use additional annexure sheet

Surveyor's Reference: 90173-1_DP

11.9.2015



STREET NAME "PRAIRE" AMENDED TO "PRAIRIE" VIDE 2015-1121


PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

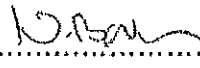
Sheet 4 of 5 sheet(s)

<p>Office Use Only</p> <p>Registered:  13.8.2015</p> <p>PLAN OF SUBDIVISION OF LOT 861 IN DP 1205264 AND POSITIVE COVENANT OVER LOT 856 IN DP 1205264</p> <p>Subdivision Certificate number: <u>061968</u></p> <p>Date of Endorsement: <u>27.15</u></p>	<p>Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1207978</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) SSI Regulation 2012 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
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Executed by Mirvac Homes (NSW) Pty)
 Limited ACN 006 922 998 by the party's)
 attorney pursuant to power of attorney)
 registered book No ~~4662~~ no. 49 who states)
 that no notice of revocation of the power of)
 attorney has been received in the presence)
 of:




 Witness



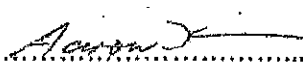
 Attorney

Ben de Montemas
 Name of witness (print)
level 26, 60 Margaret St Sydney NSW
Development Manager
 Address and Occupation of Witness (print)

Nino Babani
 Name of Attorney (print)
 Development Director



 Witness



 Attorney

Ben de Montemas
 Name of witness (print)
level 26, 60 Margaret St, Sydney NSW
Development Manager
 Address and Occupation of Witness (print)

Aaron Baker
 Name of Attorney (print)
 Senior Development Manager

If space is insufficient use additional annexure sheet

Surveyor's Reference: 90173-1_DP

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

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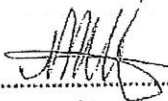
Office Use Only
DP1207978

PLAN OF SUBDIVISION OF LOT 861
IN DP 1205264 AND POSITIVE COVENANT
OVER LOT 856 IN DP 1205264

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: **061968**
Date of Endorsement: **2.7.15**

Signed on behalf of Ausgrid
ABN 67 505 337 385 by its attorney
Pursuant to Power of Attorney Book 4677 No.
685 in the presence of:


.....
Signature of Attorney
Name: Michael McHugh
Position: MGR. PROJECT + FURT.

E.A. Haran
.....
Signature of witness

Eleanor Anne Haran
.....
Name of witness

870 GEORGE STREET
SYDNEY NSW 2000
.....
Address of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 90173-1_DP

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASMENTS AND RESTRICTIONS ON THE USE OF
 LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B, OF THE
 CONVEYANCING ACT, 1919, AS AMENDED**

Lengths are in metres.

(Sheet 1 of 9 Sheets)

Plan:

DP1207978

PLAN OF SUBDIVISION OF LOT 861 IN
 DP 1205264 AND POSITIVE COVENANT
 OVER LOT 856 IN DP 1205264
 Created by Sub Cert. No. 06/968 Dated 2.7.2015
Mirvac Homes (NSW) Pty Limited
 Level 26, 60 Margaret Street
 Sydney NSW 2000

Full name and address of
 the Proprietor of the Land:

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement to be created and referred to in the plan	Burdened lots or parcels	Benefitted lot, roads, bodies or Prescribed Authorities
1	Easement to Drain Water 1.5 wide and Variable (A)	904 905 906 907 908 909 910 911 912 914 915 916 917 918 919 938 939 940 949 950 951 952 953 954 955 956 958	903 903 & 904 903, 904 & 905 903, 904, 905 & 906 903 to 907 inclusive 903 to 908 inclusive 903 to 909 inclusive 903 to 910 inclusive 903 to 911 inclusive 913 913 & 914 913, 914 & 915 913, 914, 915 & 916 913 to 917 inclusive 913 to 918 inclusive 934, 939 & 940 934 & 940 934 948 948 & 949 948, 949 & 950 948, 949, 950 & 951 948 to 952 inclusive 948 to 953 inclusive 948 to 954 inclusive 948 to 955 inclusive 931 & 957
2	Easement For Electricity and Other Purposes 3.5 wide (B)	908	Ausgrid ABN: 67 505 337 385

[Handwritten signature]
 E. G. ... WA, AB

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

Lengths are in metres.

(Sheet 2 of 9 Sheets)

Plan:

DP1207978

PLAN OF SUBDIVISION OF LOT 861 IN
 DP 1205264 AND POSITIVE COVENANT
 OVER LOT 856 IN DP 1205264
 Created by Sub Cert. No. 06/968 Dated 2.7.2015

Number of item shown in the intention panel on the plan	Identity of easement to be created and referred to in the plan	Burdened lots or parcels	Benefitted lot, roads, bodies or Prescribed Authorities
3	Easement for Retaining Wall 0.9 wide (R)	910 911 928 929 930 931 935 936 937 938 939 940 941 942 952 953 954 955 956 957 958	909 910 929 930 & 931 931 932 939 & 940 935 & 939 936 & 938 939 940 941 942 & 934 943 & 934 951 952 953 954 932 & 955 931 & 956 929, 931 & 957
4	Restrictions on the Use of Land	Each lot	Every other lot
5	Positive Covenant	Lot 856 in DP 1205264 (856/1205264)	901, 902, 903, 931, 932, 933, 934, 935 & 941 – 958 inclusive

log AB

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

Lengths are in metres.

Plan:

(Sheet 3 of 9 Sheets)

DP1207978

PLAN OF SUBDIVISION OF LOT 861 IN
DP 1205264 AND POSITIVE COVENANT
OVER LOT 856 IN DP 1205264

Created by Sub Cert. No. 06/968 Dated 2.7.2015

PART 2

1. Terms of Easement to Drain Water 1.5 wide firstly mentioned in the plan:

As set out in Part 8 of Schedule 8 of the Conveyancing Act, 1919.

Name of the authority empowered to release, vary or modify the easement
numbered 1 in the plan.

Maitland City Council

**2. Terms of Easement for Electricity and Other Purposes 3.5 wide secondly
mentioned in the plan:**

The easement is created on the terms and conditions set out in memorandum
registered number AG 823691. For this easement, "easement for electricity and
other purposes" is taken to have the same meaning as "easement for electricity
works" in the memorandum.

Name of the authority empowered to release, vary or modify the easement
numbered 2 in the plan.

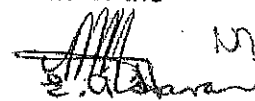
Ausgrid ABN: 67 505 337 385

3. Terms of Easement for Retaining Wall 0.9 wide thirdly mentioned in the plan:

3.1 The owner of the lot benefitted:

- May insist that the retaining wall and associated footings that are located
within the easement on the lot burdened remain;
- Must keep the retaining wall and associated footings in good repair and
safe condition;
and
- May do anything reasonably necessary for that purpose including:
 - Entering the lot burdened;
 - Taking anything onto the lot burdened; and
 - Carrying out work.

**3.2 The owner of the lot burdened grants to the owner of the lot benefitted a right
of support over that part of the lot burdened containing the easement for the
purpose of supporting the retaining wall.**

 MR AB

**INSTRUMENT SETTING OUT TERMS OF EASMENTS AND RESTRICTIONS ON THE USE OF
LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B, OF THE
CONVEYANCING ACT, 1919, AS AMENDED**

Lengths are in metres.

(Sheet 4 of 9 Sheets)

Plan: **DP1207978**

PLAN OF SUBDIVISION OF LOT 861 IN
DP 1205264 AND POSITIVE COVENANT
OVER LOT 856 IN DP 1205264
Created by Sub Cert. No. 06/968 Dated 2.7.2015

- 3.3 The owner of the lot burdened must:
- Not do anything that will detract from the support of the retaining wall;
and
 - Allow the owner of the lot benefitted to enter that part of the lot
burdened as is reasonably required and to remain there for any
reasonable time for the purpose of carrying out any work necessary to
ensure the support of the retaining wall and the lot benefitted is
maintained.
- 3.4 The owner of the lot benefitted, in exercising its rights under the terms of this
easement must:
- Ensure all work is done properly;
 - Cause as little inconvenience as is practicable to the owner any occupier
of the lot burdened;
 - Restore the lot burdened as nearly as practicable to its former condition;
and
 - Make good any collateral damage.
- 3.5 Except when urgent work is required, the owner of the lot benefitted must:
- Give the owner of the lot burdened reasonable notice of intention to
enter the lot burdened; and
 - Only enter the lot burdened during times reasonably agreed with the
owner of the lot burdened.
- 3.6 For the purposes of this clause, the definition of the "owner of the lot
benefitted" includes workers and equipment the owner of the lot benefitted
deems necessary for the work to be undertaken.

**Name of the persons empowered to release, vary or modify the easement
numbered 3 in the plan.**

The registered proprietors of the lots burdened and benefitted.

**INSTRUMENT SETTING OUT TERMS OF EASMENTS AND RESTRICTIONS ON THE USE OF
LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B, OF THE
CONVEYANCING ACT, 1919, AS AMENDED**

Lengths are in metres.

(Sheet 5 of 9 Sheets)

Plan: **DP1207978**

PLAN OF SUBDIVISION OF LOT 861 IN
DP 1205264 AND POSITIVE COVENANT
OVER LOT 856 IN DP 1205264
Created by Sub Cert. No. 06/968 Dated 2.7.2015

4. Terms of Restrictions on the Use of Land fourthly mentioned in the plan:
- 4.1 No building or buildings shall be erected or permitted to remain erected on each 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 70% 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 materials and the proportion shall not exceed 30% of the external walls.
- 4.2 Each building erected on a burdened lot shall not be used or be permitted to be used other than for residential purposes.
- 4.3 No building or buildings shall be erected or permitted to remain erected on each lot burdened other than with terracotta, cement tiled or colour bond roofs.
- 4.4 No burdened lot may be re-subdivided for the purpose of erecting another or more dwellings or creating a second or multiple parcels of land.
- 4.5 No more than one main dwelling shall be permitted on each lot burdened.
- 4.6 No buildings shall be constructed consisting of dual occupancies, duplex, townhouse or villa.
- 4.7 No main building shall be erected or permitted to remain erected on each lot burdened, having a total floor area less than 120 square metres exclusive of car accommodation, external landings and patios.
- 4.8 No fence shall be erected or be permitted to remain erected on the front street alignment of each lot burdened nor between the front street alignment and the building line as fixed by the relevant consent authority provided that in the case of a corner lot this restriction shall only apply to one street frontage.
- 4.9 No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Mirvac Homes (NSW) Pty Limited without the consent of Mirvac Homes (NSW) Pty Limited but such consent shall not be withheld if such fence is erected without expense to Mirvac Homes (NSW) Pty Limited provided that this restriction shall remain in force only during such time as Mirvac Homes (NSW) Pty Limited is the registered proprietor of any land in the plan or any land immediately adjoining the land in the plan whichever is the later.

WGS AS

**INSTRUMENT SETTING OUT TERMS OF EASMENTS AND RESTRICTIONS ON THE USE OF
LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B, OF THE
CONVEYANCING ACT, 1919, AS AMENDED**

Lengths are in metres.

(Sheet 6 of 9 Sheets)

Plan: **DP1207978**

PLAN OF SUBDIVISION OF LOT 861 IN
DP 1205264 AND POSITIVE COVENANT
OVER LOT 856 IN DP 1205264
Created by Sub Cert. No. 06/968 Dated 2.7.2015

- 4.10 No fence constructed of unauthorised materials shall be erected on each lot burdened. As to what constitutes unauthorised materials shall be determined by Mirvac Homes (NSW) Pty Limited and its decision shall be final and binding on the registered proprietor of each lot burdened. For the purpose of the provisions, a lapped and capped and stained timber fence or a lapped and capped treated pine fence or a brick and masonry fence shall not be deemed to be a fence constructed of unauthorised materials.
- 4.11 No retaining wall shall be erected or permitted to remain erected to a street frontage unless constructed of masonry, bush rock, concrete sleeper or sandstone and excluding natural coloured concrete blocks and any such
- 4.12 In this restriction on the use of land:
- (a) "Mirvac Homes (NSW) Pty Limited" means Mirvac Homes (NSW) Pty Limited ACN 006 922 998 and its successors nominees or assigns other than purchasers on sale;
 - (b) "Plan" means plan of subdivision to which this instrument relates and upon registration of which these restrictions are created; and
 - (c) The person having the right to release, vary or modify these restrictions is Mirvac Homes (NSW) Pty Limited for such period as it is the registered proprietor of any land in the plan.

**Name of the authority empowered to release, vary or modify the restrictions
numbered 4 in the plan.**

Mirvac Homes (NSW) Pty Limited

103 AB

INSTRUMENT SETTING OUT TERMS OF EASMENTS AND RESTRICTIONS ON THE USE OF
LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B, OF THE
CONVEYANCING ACT, 1919, AS AMENDED

ePlan

Lengths are in metres.

(Sheet 7 of 9 Sheets)

Plan: **DP1207978**

PLAN OF SUBDIVISION OF LOT 861 IN
DP 1205264 AND POSITIVE COVENANT
OVER LOT 856 IN DP 1205264
Created by Sub Cert. No. 06/968 Dated 2.7.2015

Terms of Positive Covenant fifthly mentioned in the plan:

The Authority benefitted and the registered proprietor of the lot burdened covenant and agree that:

- 5.1 the registered proprietor of the lot burdened will maintain the Asset Protection Zone (APZ) being the subject of this positive covenant so that the APZ possesses at all relevant times the following characteristics:

The inner and outer protection areas meet the specifications as outlined in "Planning for Bushfire Protection" (Rural Fire Services 2006).

The cost of such maintenance and repair shall be borne by the registered proprietor of the lot burdened.

- 5.2 the registered proprietor of the lot burdened is to undertake routine maintenance of the APZ.
- 5.3 the registered proprietor of the lot burdened acknowledges that, from time to time, the local authority for the land under the *Rural Fires Act 1997* (Rural Fires Act) or the Commissioner under section 12A of the Rural Fires act may issue notices to the registered proprietor or occupier of the lot burdened in respect of the land pursuant to section 66 of the Rural Fires Act.

Name of the lots empowered to release, vary or modify the positive covenant numbered 5 in the plan.

Maitland City Council

WJ AB

**INSTRUMENT SETTING OUT TERMS OF EASMENTS AND RESTRICTIONS ON THE USE OF
LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B, OF THE
CONVEYANCING ACT, 1919, AS AMENDED**

Lengths are in metres.

(Sheet 8 of 9 Sheets)

Plan: **DP1207978**

PLAN OF SUBDIVISION OF LOT 861 IN
DP 1205264 AND POSITIVE COVENANT
OVER LOT 856 IN DP 1205264
Created by Sub Cert. No. 06/968 Dated 2.7.2015

Executed by Mirvac Homes (NSW) Pty)
Limited ACN 006 922 998 by the party's)
attorney pursuant to power of attorney)
registered book No 4662 no 4B who states)
that no notice of revocation of the power of)
attorney has been received in the presence)
of: _____

[Signature]
.....
Witness

N. Babani
.....
Attorney

Nino Babani

Ben de Montemas
.....
Name of witness (print)
Level 26, 60 Margaret St, Sydney NSW
Development Manager
.....
Address and Occupation of Witness (print)

.....
Name of Attorney (print)
Development Director

[Signature]
.....
Witness

Aaron Baker
.....
Attorney

Aaron Baker

Ben de Montemas
.....
Name of witness (print)
Level 26, 60 Margaret St, Sydney NSW
Development Manager
.....
Address and Occupation of Witness (print)

.....
Name of Attorney (print)
Senior Development Manager

**INSTRUMENT SETTING OUT TERMS OF EASMENTS AND RESTRICTIONS ON THE USE OF
LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B, OF THE
CONVEYANCING ACT, 1919, AS AMENDED**

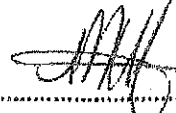
Lengths are in metres.

(Sheet 9 of 9 Sheets)

Plan: **DP1207978**

PLAN OF SUBDIVISION OF LOT 861 IN
DP 1205264 AND POSITIVE COVENANT
OVER LOT 856 IN DP 1205264
Created by Sub Cert. No. 06/968 Dated 2.7.2015

Signed on behalf of Ausgrid
ABN 67 505 337 385 by its attorney
Pursuant to Power of Attorney Book 4677 No.
685 in the presence of:


.....
Signature of Attorney
Name: Michael McHugh
Position: MGR PROPERTY
FURET


.....
Signature of witness

Eleanor Anne Haran

.....
Name of witness

570 GEORGE STREET
SYDNEY NSW 2000

.....
Address of Witness


.....
AUTHORISED OFFICER
MAITLAND CITY COUNCIL

REGISTERED  13.8.2015

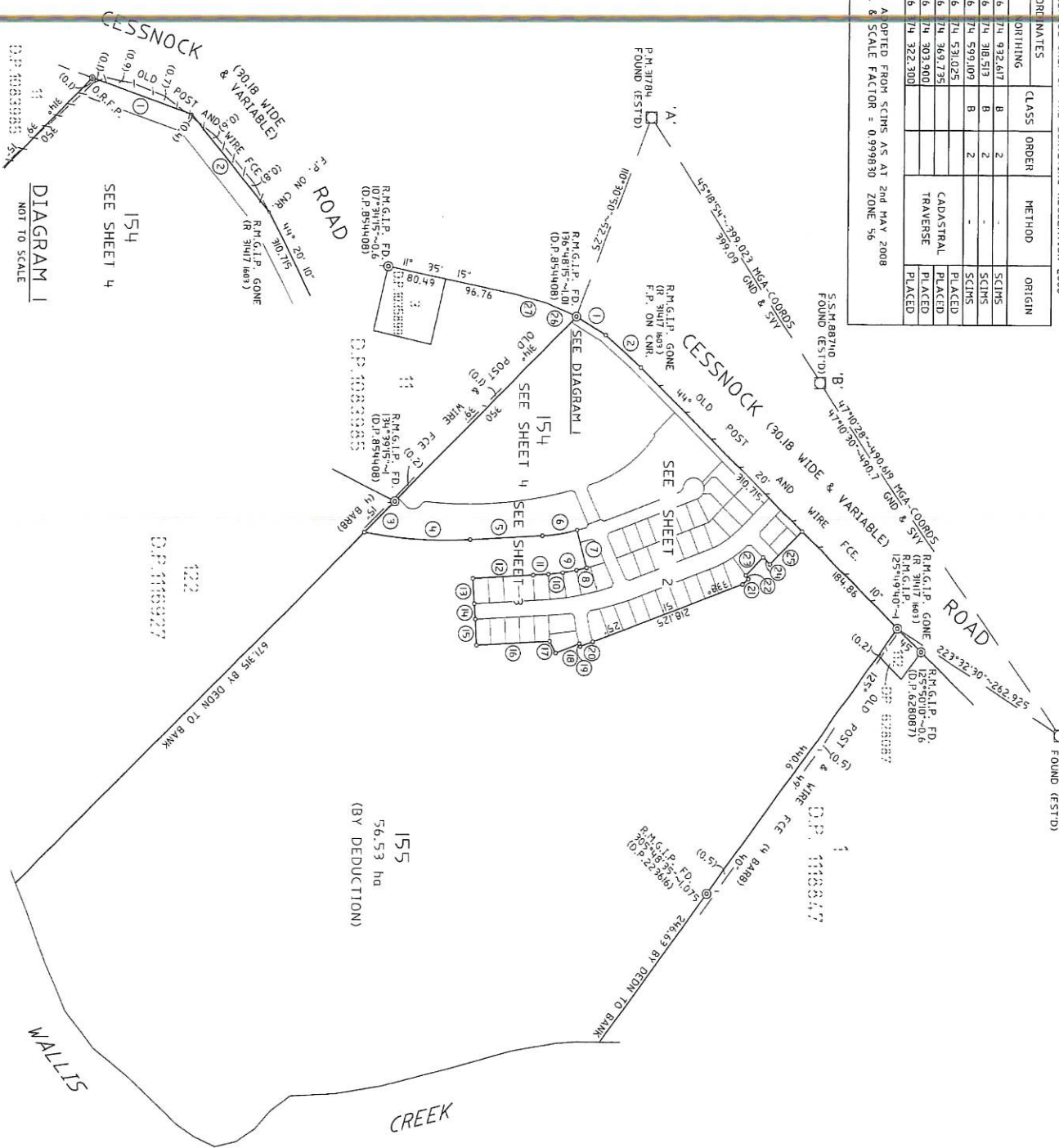
AB

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

CLAUSE 35(1)(b) AND CLAUSE 6(1)(2) OF THE SURVEYING REGULATION 2006

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	ORIGIN
P.M. 6016	362 807.524	6 74 932.617	B	2	-	SCMS
P.M. 3781	362 163.992	6 74 316.513	B	2	-	SCMS
S.S.M. 88740	362 447.691	6 74 599.109	B	2	-	SCMS
S.S.M. 134519	362 495.040	6 74 531.025	B	2	-	PLACED
S.S.M. 134520	362 587.780	6 74 369.735	B	2	-	PLACED
S.S.M. 134521	362 591.415	6 74 303.900	B	2	-	PLACED
S.S.M. 134522	362 489.675	6 74 322.200	B	2	-	PLACED

M.G.A. CO-ORDINATES ADOPTED FROM SCMS AS AT 2nd MAY 2008
 COMBINED SEA LEVEL & SCALE FACTOR = 0.999830



SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	31° 13' 20"	46.53	...	...
2	41° 47'	64.21	...	...
3	311° 39' 15"	58.685	...	...
4	3° 22' 50"	144.325	144.69	506.5
5	354° 18' 40"	98.25	...	...
6	358° 45' 10"	108.128	108.5	250
7	75° 08' 10"	52.08	...	...
8	165° 59' 40"	11.295	...	...
9	169° 47' 05"	19.444	...	...
10	173° 32' 15"	19.135	...	...
11	176° 12' 50"	20.51	...	...
12	176° 18' 40"	82.445	...	...
13	86° 14' 20"	311	...	...
14	85° 31' 05"	21	...	...
15	97° 05' 05"	35	...	...
16	356° 18' 40"	100	...	...
17	62° 18' 30"	17.895	...	...
18	338° 18' 40"	31.79	...	...
19	71° 31' 35"	3.88	3.88	16.7
20	338° 51' 25"	18.01	...	...
21	318° 12' 45"	10.935	...	...
22	233° 56' 10"	6.005	...	...
23	344° 20' 10"	13.385
24	344° 20' 10"	13.3
25	314° 20' 10"	6.2
26	203° 23' 15"	14.32
27	195° 00' 15"	14.12

10
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110
120
130
140

Surveyor BRIAN JAMES MCGREGOR
 Date of Survey: 30/04/2008
 Surveyor's Ref: 109955TIGI CHECKLIST
 2007/17100(4/09)

PLAN OF SUBDIVISION OF LOT 2 SECTION E
 D.P. 8672

LGA: MAITLAND CITY
 Locality: GILLESTON HEIGHTS
 Subdivision No:
 Lengths are in metres. Reduction Ratio: 1:4000



DP112081

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

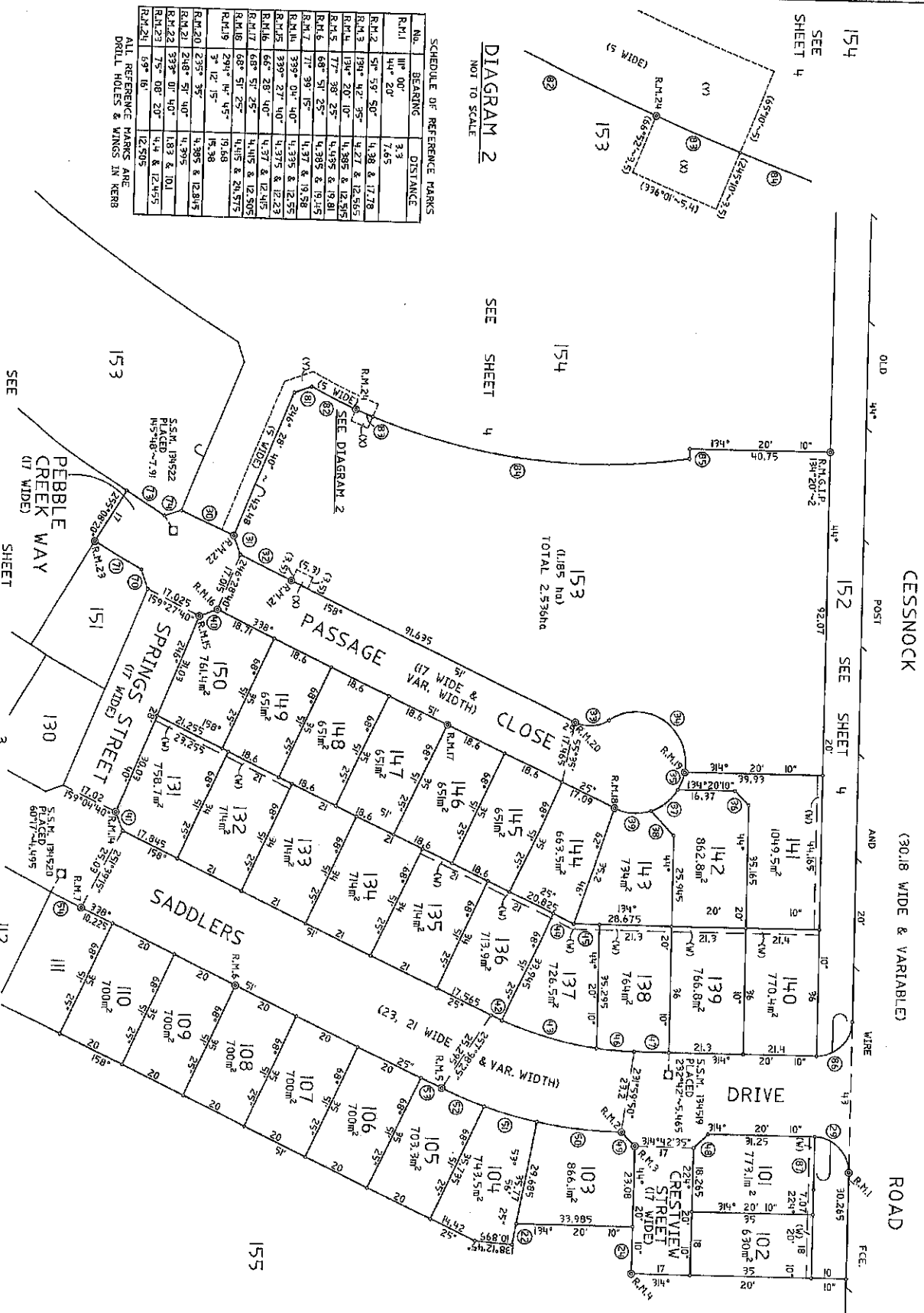


DIAGRAM 2
NOT TO SCALE

SCHEDULE OF REFERENCE MARKS

R.M. No.	BEARING	DISTANCE
R.M.1	119° 00'	3.3
R.M.2	44° 20'	7.65
R.M.3	59° 50'	4.38 & 17.78
R.M.4	134° 42' 35"	4.27 & 12.565
R.M.5	134° 20' 10"	4.385 & 12.505
R.M.6	77° 38' 25"	4.495 & 19.81
R.M.7	68° 51' 25"	4.385 & 19.81
R.M.8	71° 39' 15"	4.37 & 19.58
R.M.9	339° 04' 40"	4.335 & 12.55
R.M.10	329° 27' 40"	4.375 & 12.23
R.M.11	68° 28' 40"	4.37 & 12.23
R.M.12	68° 51' 25"	4.415 & 12.505
R.M.13	68° 51' 25"	4.415 & 24.575
R.M.14	294° 14' 45"	19.68
R.M.15	3° 12' 15"	15.38
R.M.16	235° 35'	4.385 & 12.815
R.M.17	248° 51' 40"	4.395
R.M.18	333° 07' 40"	1.83 & 10.1
R.M.19	75° 08' 20"	4.4 & 12.495
R.M.20	69° 16'	12.505

ALL REFERENCE MARKS ARE DRILL HOLES & WINGS IN MERR

S.S.M. 194710 - S.S.M. 194519

BEARING	DISTANCE
N5°07'30"	82.925

S.S.M. 194520 - S.S.M. 194522

BEARING	DISTANCE
244°14'5"	108.97

S.S.M. 194519 - S.S.M. 194520

BEARING	DISTANCE
N5°07'30"	82.925

S.S.M. 194522 - P.H. 91794

BEARING	DISTANCE
244°14'5"	108.97

Surveyor BRIAN JAMES MCGREGOR
Date of Survey: 30/04/2008
Surveyor's Ref: 109955 TGI CHECKLIST
2007/7100(499)

PLAN OF SUBDIVISION OF LOT 2 SECTION E
D.P. 86712

Loc: MATTLAND CITY
Locality: GILLESTON HEIGHTS
Subdivision No: [blank]
Lengths are in metres. Reduction Ratio: 1:800

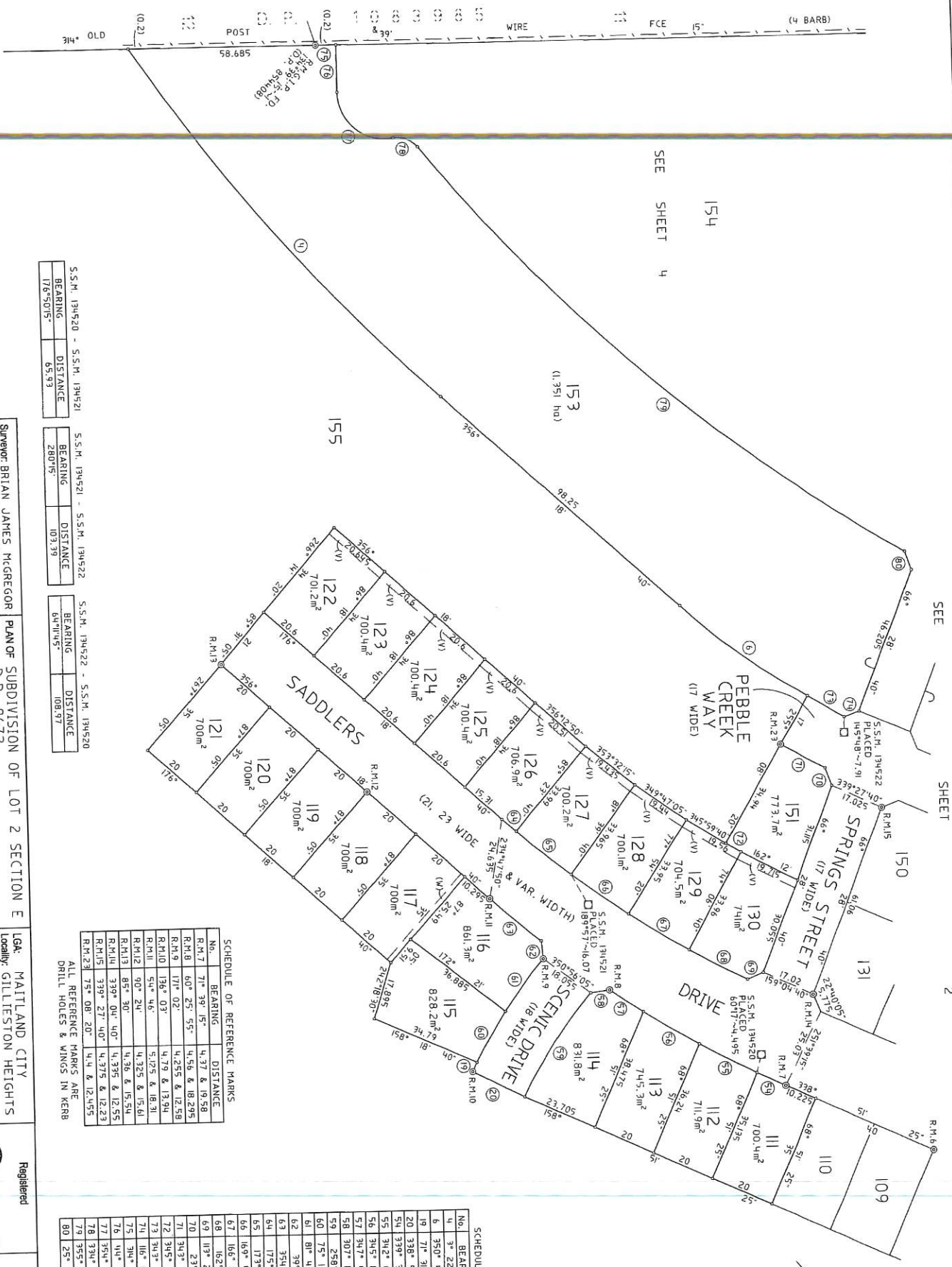
Registered
MC No. 6, 1008

DP1112081

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CURVED ARC	RADIUS
22	233° 56' 23"	6.085	
23	0° 20' 10"	13.3	
24	0° 02' 25"	13.97	15.17
25	15° 06' 05"	8.435	
26	158° 51' 25"	6.37	
27	309° 17' 45"	9.955	10.35
28	316° 46' 15"	24.73	30
29	299° 20'	5.655	5.36
30	275° 26' 20"	0.065	10.275
31	317° 16' 30"	10.655	10.91
32	292° 40'	5.54	
33	157° 54'	3.44	3.44
34	144° 00' 40"	28.695	28.695
35	158° 51' 25"	6.825	
36	134° 20' 20"	7.375	
37	134° 20' 10"	11.22	10.34
38	269° 20'	5.65	
39	359° 33' 20"	25.285	124
40	329° 40' 40"	15.655	15.65
41	338° 44' 20"	13.485	124
42	338° 51' 25"	6.51	
43	338° 38' 20"	9.78	358
44	33° 56'	5.895	
45	343° 30' 20"	15.725	267
46	343° 30' 40"	13.52	230
47	343° 30' 40"	13.52	230
48	307° 58' 20"	7.86	
49	339° 16' 10"	4.975	178.5
50	320° 08' 40"	92.52	178.5
51	224° 39' 20"	2.795	
52	89° 21' 45"	14.15	
53	225° 16' 40"	15.715	10

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION



S.S.M. 134520 - S.S.M. 134521	BEARING	176°50'5"	DISTANCE	65.93
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S.S.M. 134521 - S.S.M. 134522	BEARING	280°15'	DISTANCE	103.39
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S.S.M. 134522 - S.S.M. 134520	BEARING	64°11'45"	DISTANCE	108.97
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SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE
R.M.7	71° 39' 15"	4.37 & 19.58
R.M.8	60° 25' 55"	4.56 & 18.295
R.M.9	171° 02'	4.295 & 12.58
R.M.10	136° 03'	4.79 & 13.94
R.M.11	54° 46'	5.125 & 18.31
R.M.12	90° 24'	4.325 & 15.54
R.M.13	85° 30'	4.36 & 15.54
R.M.14	339° 01' 10"	4.335 & 12.55
R.M.15	339° 21' 40"	4.375 & 12.23
R.M.23	15° 08' 20"	4.4 & 12.495

ALL REFERENCE MARKS ARE DRILL HOLES & WINGS IN KERB

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
4	3° 22' 50"	144.325	144.69	586.5
6	350° 45' 10"	48.425	48.51	250
19	71° 31' 35"	3.88	3.88	67
20	338° 51' 25"	18.01	18.01	358
54	339° 38' 20"	9.78	9.78	358
55	312° 01' 40"	20.03	20.035	358
56	345° 14' 20"	20.125	20.125	358
57	347° 49' 20"	12.51	12.51	358
58	307° 17' 15"	5.95	5.95	358
59	258° 24'	37.84	37.94	149
60	75° 16' 40"	17.985	17.985	167
61	81° 46' 25"	19.895	19.86	167
62	39° 17'	5.5	5.5	358
63	354° 40'	20.575	20.58	358
64	175° 49'	5.145	5.175	335
65	173° 28'	21.65	21.655	335
66	145° 05'	21.665	21.67	335
67	166° 01' 20"	21.81	21.81	335
68	162° 25'	20.245	20.245	335
69	113° 24' 20"	5.465	5.465	358
70	23° 56'	5.895	5.895	358
71	349° 30' 20"	15.725	15.725	267
72	345° 59' 40"	5.305	5.305	270
73	343° 38' 15"	13.52	13.52	270
74	116° 03' 40"	4.735	4.735	358
75	314° 39' 15"	6.375	6.375	358
76	314° 39' 20"	14.455	14.455	358
77	354° 32' 05"	22.255	22.137	14.5
78	324° 58' 50"	8.135	8.535	8
79	355° 02' 45"	196.285	197.385	538.5
80	25° 24' 20"	6.03	6.03	358

(M) EASEMENT TO DRAIN WATER 1.5 WIDE
 (N) EASEMENT TO DRAIN WATER 2.5 WIDE

Surveyor: BRIAN JAMES MCGREGOR
 Date of Survey: 30/04/2008
 Surveyor's Ref: 1099551GI CHECKLIST
 20071100(409)

PLAN OF SUBDIVISION OF LOT 2 SECTION E
 D.P. 8612

LGA: MAITLAND CITY
 Locality: GILLESTON HEIGHTS
 Subdivision No: 1: 800
 Lengths are in metres. Reduction Factor: 1: 800

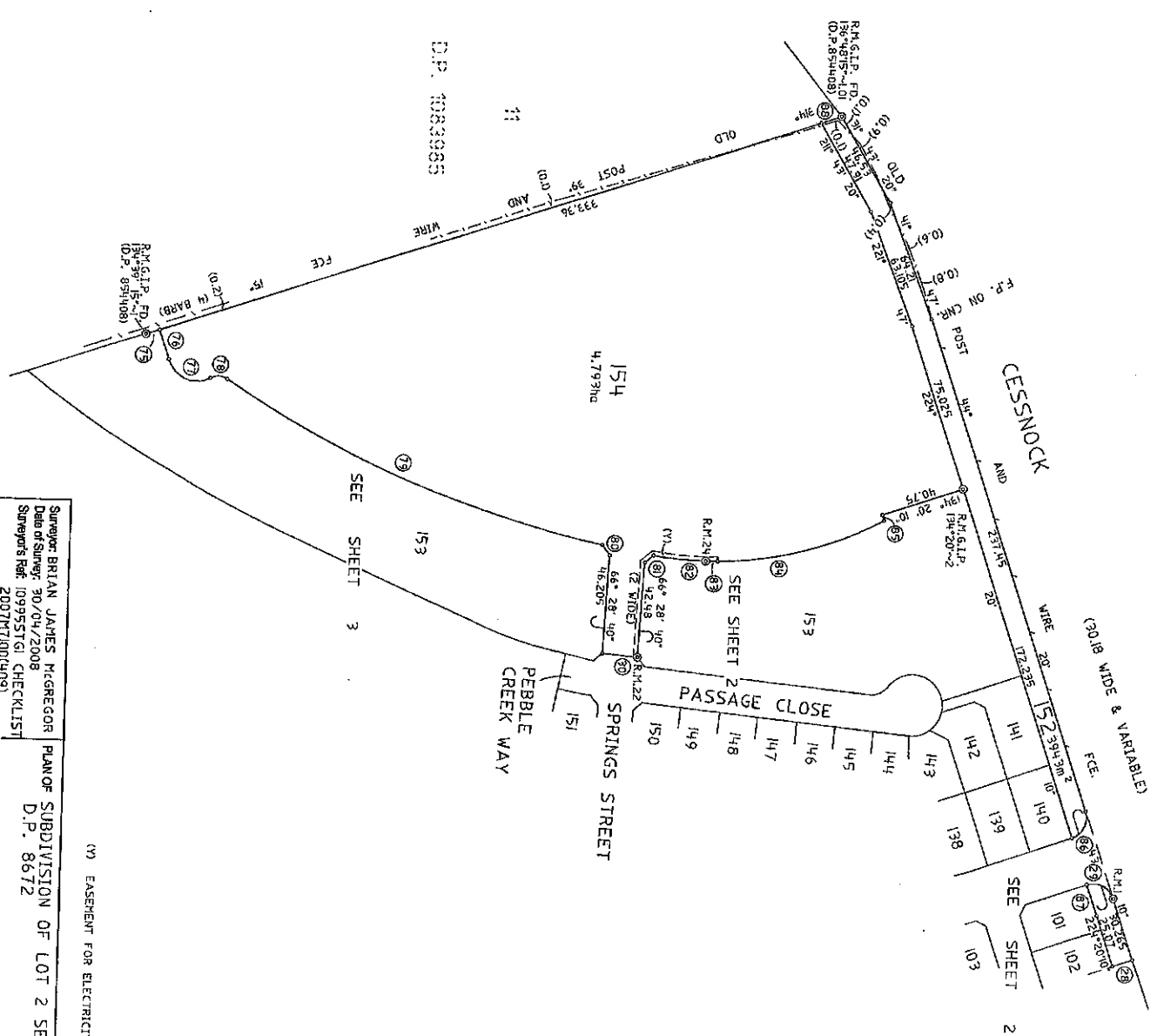
Registered
 30.6.2008

DP1112081

Scale of mm 50 100 150 200 250 300 350 400 450 500 550 600 650 700 750 800 850 900 950 1000

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

ROAD



10 20 30 40 50 60 70 80 90 100 110 120 130 140
 Total of mm

D.P. 1083985

(V) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 WIDE

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE
R.M.1	111° 00'	3.3
R.M.2	44° 20'	7.65
R.H.22	73° 01' 49"	1.63 & 10.1
R.H.24	69° 16'	12.505

ALL REFERENCE MARKS ARE DRILL HOLES & WINGS IN KERB

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC RADIUS
28	314° 20' 10"	10	10
29	0° 02' 25"	13.97	15.47
30	152° 01' 40"	14.525	16.5
75	314° 20' 15"	6.275	7.5
76	44° 20'	14.455	17.5
77	314° 20' 15"	25.37	30.5
78	314° 20' 15"	8.535	10.5
79	314° 20' 15"	187.385	220.5
80	25° 24' 20"	6.03	7.5
81	121° 58' 20"	7.86	9.5
82	339° 16' 10"	14.875	17.5
83	314° 00' 55"	5.2	6.5
84	320° 08' 10"	92.52	108.5
85	221° 39' 20"	2.795	3.5
86	184° 21' 45"	14.15	17.5
87	122° 16' 40"	15.195	18.5
88	314° 39' 15"	10.245	12.5

Surveyor BRIAN JAMES MCGREGOR
 Date of Survey: 30/04/2008
 Surveyor's Ref: 1099551G1 CHECKLIST
 2007/17100(409)

PLAN OF SUBDIVISION OF LOT 2 SECTION E
 D.P. 8672

LGA: MAITLAND CITY
 Locality: GILLESTON HEIGHTS
 Shading No: 1
 Lengths are in metres, Reduction Factor: 1:1500

Registered
 Date 30.6.2006

DP1112081

Warning: Creasing or folding will lead to rejection

PLAN FORM 6

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet ...1... of ...2... sheet(s)

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

IT IS INTENDED TO DEDICATE SADDLERS DRIVE, CRESTVIEW STREET, SPRINGS STREET, SCENIC DRIVE, PASSAGE CLOSE AND PEBBLE CREEK WAY TO THE PUBLIC AS PUBLIC ROAD.

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (W)
2. EASEMENT TO DRAIN WATER 2.5 WIDE (V)
3. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.5 WIDE (X)
4. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 WIDE (Y)
5. RESTRICTION ON THE USE OF LAND
6. POSITIVE COVENANT
7. RESTRICTION ON THE USE OF LAND

IT IS INTENDED TO DEDICATE LOT 153 TO THE PUBLIC AS DRAINAGE RESERVE

Use PLAN FORM 6A for additional certificates, signatures, seals and statements
Crown Lands NSW/Western Lands Office Approval

I,in approving this plan certify
 (Authorised Officer)
 that all necessary approvals in regard to the allocation of the land shown hereon have been given.
 Signature:
 Date:
 File Number:
 Office:

Subdivision Certificate

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

subdivision set out herein
 (insert 'subdivision' or 'new road')

Quanca
 * (Authorised Person/General Manager/Accredited Certifier)

Consent Authority Maitland City Council

Date of Endorsement 23.5.08

Accreditation No.

Subdivision Certificate No. 061968

File No. MAC-1968

* Delete whichever is inapplicable

DP1112081

Registered:  30.6.2008
 Title System: TORRENS
 Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 2
 SECTION E D.P. 8672

LGA: MAITLAND CITY
 Locality: GILLIESTON HEIGHTS
 Parish: MAITLAND
 County: NORTHUMBERLAND

Surveying Regulation, 2006

I, BRIAN JAMES MCGREGOR
 of JOHNSON PARTNERS P.O. BOX 3717 TUGGERAH 2259
 a surveyor registered under the **Surveying Act, 2002**, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the **Surveying Regulation, 2006** and was completed on

30/04/2008

The survey relates to LOTS 101 TO 155

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

Signature *B.M. Gregor* Dated: 30/4/08
 Surveyor registered under the **Surveying Act, 2002**

Datum Line: "A" - "B"
 Type: Urban/Rural

Plans used in the preparation of survey/compilation

D.P.8672	R 31417 1603
D.P.628087	D.P.1118847
D.P.854408	D.P.1035899
D.P.223616	D.P.1083985

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 10995 STG 1

* OFFICE USE ONLY

PLAN FORM 6A (Annexure Sheet)

Warning: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2... of 2... sheets

PLAN OF SUBDIVISION OF LOT 2
SECTION E D.P. 8672

DP1112081

*

Registered:  30.6.2008

*

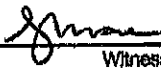
★ OFFICE USE ONLY

Subdivision Certificate No: 061968

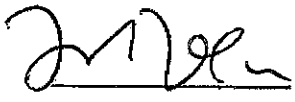
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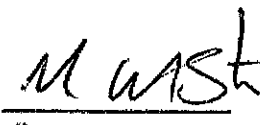
SIGNED SEALED AND DELIVERED
for and on behalf of EnergyAustralia
by KATHERINE MARGARET GUNTON
its duly constituted Attorney pursuant
to Power of Attorney registered
Book 4528 No. 401


Attorney


Witness

Mirvac Homes (NSW) Pty Limited
ABN 22 006 922 998
pursuant to S.127(1) of
the Corporations Act


DIRECTOR
Tim Regan


SUPERVISOR
Michael Smith

SURVEYOR'S REFERENCE: 10995 STG 1

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

(Sheet 1 of 6 sheets)

DP1112081

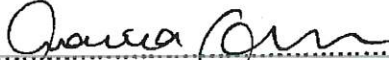
Plan of Subdivision of Lot 2 Section E in DP8672
 covered by Subdivision Certificate No
 dated the 23rd day of May 2008

**Full name and address
 of the owner of the land:**

Mirvac Homes (NSW) Pty Limited
 ACN 006 922 998
 Suite 205, Level 2
 30 Cowper Street
 Parramatta NSW 2150

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement to Drain Water 1.5 Wide (W)	101 102 117 131 132 135 136 137 138 139 140 141	102 & 155 155 155 132 & 133 133 134 134 & 135 134 to 136 inclusive 134 to 137 inclusive 134 to 138 inclusive 134 to 139 inclusive 134 to 140 inclusive
2.	Easement to Drain Water 2.5 Wide (V)	122 123 124 125 126 127 128 129 130	155 122 & 155 122, 123 & 155 122 to 124 inclusive & 155 122 to 125 inclusive & 155 122 to 126 inclusive & 155 122 to 127 inclusive & 155 122 to 128 inclusive & 155 122 to 128 inclusive & 155 122 to 129 inclusive & 155


 Authorised Officer of Maitland City Council

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

(Sheet 2 of 6 sheets)

DP1112081

Plan of Subdivision of Lot 2 Section E in DP8672
covered by Subdivision Certificate No
dated the 23rd day of May 2008

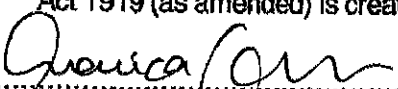
**Full name and address
of the owner of the land:**

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Suite 205, Level 2
30 Cowper Street
Parramatta NSW 2150

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
3.	Easement for Electricity and other Purposes 3.5 wide (X)	153	EnergyAustralia ABN 67505 337 385
4.	Easement for Electricity and Other Purposes 2 wide (Y)	154	EnergyAustralia
5.	Restriction on the Use of Land	101, 102, 140 & 141	The Council of the City of Maitland
6.	Positive Covenant	101, 102, 140 & 141	The Council of the City of Maitland
7.	Restriction on the Use of Land	All lots except lots 152 to 155 inclusive	Each lot except lots 152 to 155 inclusive

Part 2 (Terms)

1. **Terms of easement, profit à prendre, restriction, or positive covenant numbered 1 in the plan.**
 - 1.1 An Easement to Drain Water in the terms set out in Part 3 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created.
2. **Terms of easement, profit à prendre, restriction, or positive covenant numbered 2 in the plan.**
 - 2.1 An Easement to Drain Water in the terms set out in Part 3 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created.


.....
Authorised Officer of Maitland City Council

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

(Sheet 3 of 6 sheets)

DP1112081

Plan of Subdivision of Lot 2 Section E in DP8672
covered by Subdivision Certificate No
dated the 23rd day of May 2008

**Full name and address
of the owner of the land:**

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Suite 205, Level 2
30 Cowper Street
Parramatta NSW 2150

3. Terms of easement, profit á prendre, restriction, or positive covenant numbered 3 in the plan.

3.1 An Easement for Electricity and other purposes 3.5 wide in the terms set out in Memorandum Registered No. AC289041.

3.2 In this Easement, "Easement for Electricity and other purposes" is taken to have the same meaning as "Easement for Electricity Work" in the Memorandum registered No. AC289041.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 3 in the plan.

EnergyAustralia

4. Terms of easement, profit á prendre, restriction, or positive covenant numbered 4 in the plan.

4.1 An Easement for Electricity and other purposes 2 wide in the terms set out in Memorandum Registered No. AC289041.

4.2 In this Easement, "Easement for Electricity and other purposes" is taken to have the same meaning as "Easement for Electricity Work" in the Memorandum registered No. AC289041.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 4 in the plan.

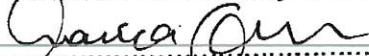
EnergyAustralia

5. Terms of easement, profit á prendre, restriction, or positive covenant numbered 5 in the plan.

5.1 No means of vehicular access to or from Cessnock Road to the lot burdened shall be constructed or allowed to be constructed nor shall the Lot burdened be used as any means of vehicular access to or from Cessnock Road.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 5 in the plan.

The Council of the City of Maitland



Authorised Officer of Maitland City Council

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

(Sheet 4 of 6 sheets)

DP1112081

Plan of Subdivision of Lot 2 Section E in DP8672
covered by Subdivision Certificate No
dated the 23rd day of May 2008

**Full name and address
of the owner of the land:**

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Suite 205, Level 2
30 Cowper Street
Parramatta NSW 2150

6. Terms of easement, profit á prendre, restriction, or positive covenant numbered 6 in the plan.

6.1 The owners of the lot burdened must properly maintain but not alter the noise attenuation barrier fences erected within the respective boundary.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 6 in the plan.

The Council of the City of Maitland

7. Terms of easement, profit á prendre, restriction, or positive covenant numbered 7 in the plan.

7.1 No building or buildings shall be erected or be permitted to remain erected on each 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 70% 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 materials and the proportion shall not exceed 30% of the total area of the external walls.

7.2 Each building erected on a burdened lot shall not be used or be permitted to be used other than for residential purposes.

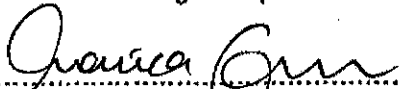
7.3 No building or buildings shall be erected or permitted to remain erected on each lot burdened other than with terracotta, cement tiled or colour bond roofs.

7.4 No burdened lot may be re-subdivided for the purpose of erecting another or more dwellings or creating a second or multiple parcels of land.

7.5 No more than one main dwelling shall be permitted on each lot burdened.

7.6 No buildings to be constructed consisting of dual occupancies, duplex, townhouse or villa.

7.7 No main building shall be erected or be permitted to remain erected on each lot burdened, having a total floor area of less than 120 square metres exclusive of car accommodation, external landings and patios.


.....
Authorised Officer of Maitland City Council

Instrument setting out Terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.
(Sheet 5 of 6 sheets)

DP1112081

Plan of Subdivision of Lot 2 Section E in DP8672 covered by Subdivision Certificate No dated the 23rd day of May 2008

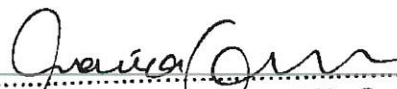
Full name and address of the owner of the land:

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Suite 205, Level 2
30 Cowper Street
Parramatta NSW 2150

- 7.8 No fence shall be erected or be permitted to remain erected on the front street alignment of each lot burdened nor between the front street alignment and the building line as fixed by the relevant consent authority provided that in the case of a corner lot this restriction shall only apply to one street frontage.
- 7.9 No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Mirvac Homes (NSW) Pty Limited without the consent of Mirvac Homes (NSW) Pty Limited but such consent shall not be withheld if such fence is erected without expense to Mirvac Homes (NSW) Pty Limited provided that this restriction shall remain in force only during such time as Mirvac Homes (NSW) Pty Limited is the registered proprietor of any land in the plan or any land immediately adjoining the land in the plan whichever is the later.
- 7.10 No fence constructed of unauthorised materials shall be erected on each lot burdened. As to what constitutes unauthorised materials shall be determined by Mirvac Homes (NSW) Pty Limited and its decision shall be final and binding on the registered proprietor of each lot burdened. For the purpose of the provisions, a lapped and capped and stained timber fence or a lapped and capped treated pine fence or a brick and masonry fence shall not be deemed to be a fence constructed of unauthorised materials.
- 7.11 In this restriction on the use of land:
 - (a) "Mirvac Homes (NSW) Pty Limited" means Mirvac Homes (NSW) Pty Limited ACN 006 922 998 and its successors nominees or assigns other than purchasers on sale;
 - (b) "Plan" means plan of subdivision to which this instrument relates and upon registration of which these restrictions are created; and
 - (c) the person having the right to release, vary or modify these restrictions is Mirvac Homes (NSW) Pty Limited for such period as it is the registered proprietor of any land in the plan.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 7 in the plan.

Mirvac Homes (NSW) Pty Limited


Authorised Officer of Maitland City Council

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

(Sheet 6 of 6 sheets)

DP1112081

Plan of Subdivision of Lot 2 Section E in DP8672 covered by Subdivision Certificate No dated the 22nd day of May 2008

Full name and address of the owner of the land:

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Suite 205, Level 2
30 Cowper Street
Parramatta NSW 2150

Executed by Mirvac Homes (NSW) Pty Limited by authority of the directors under s127 of the Corporations Act by:

M. Smith
.....
Authorised person

SECRETARY
.....
Capacity

Michael G. Smith
.....
Name of authorised person

Tim Regan
.....
Authorised person

DIRECTOR
.....
Capacity Timothy J Regan

TIM REGAN
.....
Name of authorised person

Executed for and on behalf of EnergyAustralia by KATHERINE M GUNTON

Its duly constituted Attorney pursuant to Power of Attorney registered Book 4528 No 401 in the presence of:

Clayton James Elmer
.....
Witness

Clayton James Elmer
.....
Name of Witness

570 George Street
Sydney NSW 2000

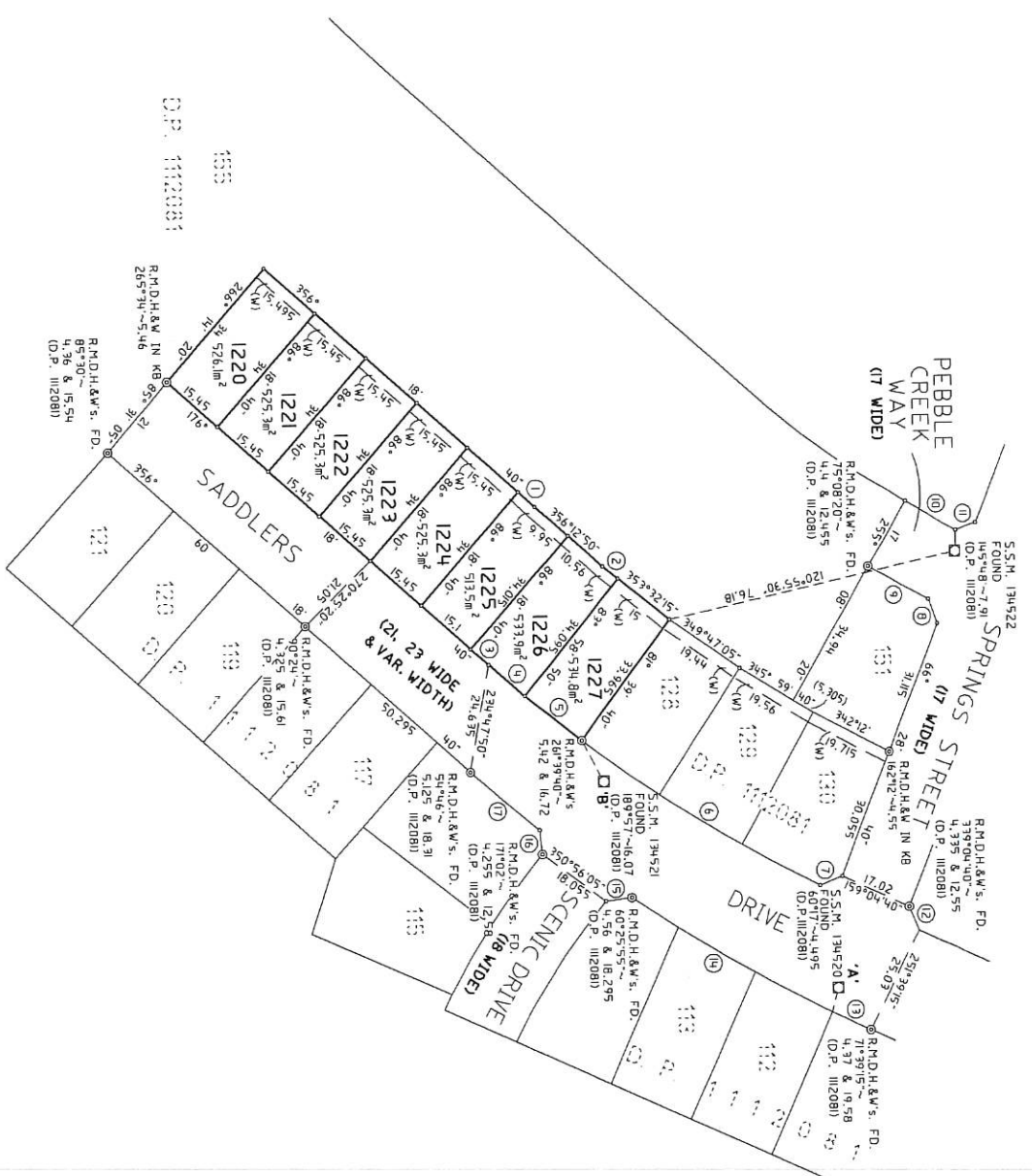
.....
Address of Witness

K. Gunton
.....
Attorney

Jana Gunn
.....
Authorised Officer of Maitland City Council

REGISTERED  JUN 30.6.2008

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION



(W) EASEMENT TO DRAIN WATER 2.5' WIDE

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	356° 18' 40"	5.15	----	----
2	373° 32' 15"	4.44	----	----
3	176° 18' 40"	5.36	----	----
4	176° 22' 20"	11.025	11.025	3.95
5	173° 00' 55"	16.37	16.375	3.95
6	166° 08' 40"	63.63	63.73	3.95
7	139° 21' 20"	5.465	----	----
8	231° 56'	5.895	----	----
9	310° 30' 20"	15.725	15.725	2.67
10	343° 38' 45"	13.52	13.52	2.50
11	116° 07' 40"	4.795	----	----
12	22° 40' 05"	5.775	----	----
13	339° 38' 20"	9.78	9.78	3.58
14	164° 38' 10"	52.62	62.665	3.58
15	307° 17' 15"	5.95	----	----
16	301° 17'	5.5	----	----
17	351° 40'	20.575	20.58	3.58

5.51M, 134521 - 5.51M, 134520

BEARING	DISTANCE
64° 11' 15"	108.97

5.51M, 134521 - 5.51M, 134522

BEARING	DISTANCE
280° 15'	103.99

'A' - 'B' (D.P. 112081)

BEARING	DISTANCE
176° 50' 15"	65.93

Surveyor: BRIAN JAMES MCGREGOR
 Date of Survey: 4th MAY 2008
 Surveyor's Ref: 10995-LIN-001 POLICY 3

PLAN OF SUBDIVISION OF LOTS 122 TO 127
 IN D.P. 1112081 AND EASEMENTS
 WITHIN LOTS 128, 129 & 130 D.P. 1112081

LGA: MAITLAND CITY
 Locality: GILLESTON HEIGHTS
 Subdivision No: 090256
 Lengths are in metres. Reduction Ratio: 1:800

Registered
 17-06-2009

DP1138982

110 120 130 140 150 160 170 180 190 200 210 220 230 240

PLAN FORM 6

Warning: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet .1., of .2. sheet(s)

* OFFICE USE ONLY

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.


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

- 1. EASEMENT TO DRAIN WATER 2.5 WIDE

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

- 1. EASEMENT TO DRAIN WATER 2.5 WIDE (DP1112081)

DP1138982

Registered:  17-06-2009
 Title System: TORRENS
 Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOTS 122 to 127 IN D.P. 1112081 AND EASEMENTS WITHIN LOTS 128, 129 & 130 IN D.P. 1112081

LGA: MAITLAND
 Locality: GILLIESTON HEIGHTS
 Parish: MAITLAND
 County: NORTHUMBERLAND

Surveying Regulation, 2006

I, BRIAN JAMES MCGREGOR
 of ADW JOHNSON P.O. BOX 3717 TUGGERAH 2259
 a surveyor registered under the **Surveying Act, 2002**, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the **Surveying Regulation, 2006** and was completed on

4th MAY 2009

The survey relates to LOTS 1220 to 1227 AND EASEMENTS WITHIN LOTS 128, 129 & 130 D.P. 1112081
 (here specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature B. McGregor Dated: 6/5/2009
 Surveyor registered under the **Surveying Act, 2002**

Datum Line : "A"-"B" (D.P. 1112081)
 Type: Urban / Rural

Plans used in the preparation of survey/compilation

D.P. 1112081

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 10995-LIN-001

Use PLAN FORM 6A for additional certificates, signatures, seals and statements
Crown Lands NSW/Western Lands Office Approval

I, _____ in approving this plan certify
 (Authorised Officer)
 that all necessary approvals in regard to the allocation of the land shown hereon have been given.
 Signature: _____
 Date: _____
 File Number: _____
 Office: _____

Subdivision Certificate

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

Subdivision set out herein
 (insert 'subdivision' or 'lease deed')

* (Authorised Person/General Manager/Accredited Certifier)
 Consent Authority Maitland City Council

Date of Endorsement 20-4-09

Accreditation No. _____

Subdivision Certificate No. 090256

File No. DA09 0256

* Delete whichever is inapplicable

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet ..2. of ..2. sheet(s)

PLAN OF SUBDIVISION OF LOTS
122 to 127 IN D.P. 1112081
AND EASEMENTS WITHIN
LOTS 128, 129 & 130 IN
D.P. 1112081

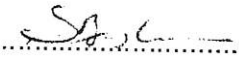
DP1138982

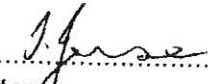
Registered:  17-06-2009

Subdivision Certificate No: 090256

Date of Endorsement: 30.4.09

Executed by Mirvac Homes (NSW) Pty Limited ACN 006 922 998
by the party's attorney pursuant to power of attorney registered
Book 4548 No707 who states that no notice of revocation of the
power of attorney has been received in the presence of:

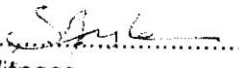

.....
Witness

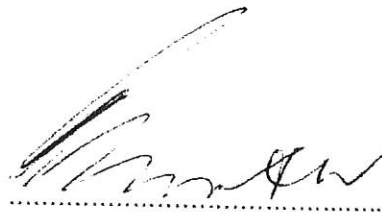

.....
Attorney

Shane Boslem
.....
Name of Witness (Print)

TREVOR JENSEN
.....
Name of Attorney (Print)

17 Skye Point Road, Coal Point
.....
Address & Occupation of Witness (Print)


.....
Witness


.....
Attorney

Shane Boslem
.....
Name of Witness (Print)

WARWICK SMITH
.....
Name of Attorney (Print)

17 Skye Point Road, Coal Point
.....
Address & Occupation of Witness (Print)

* OFFICE USE ONLY

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

(Sheet 1 of 3 sheets)

Plan: DP1138982

Plan of Subdivision of Lots 122 to 127 in DP1112081 covered by Subdivision Certificate No **090256** dated the ~~30th~~ day of **APRIL** 2009

Full name and address of the owner of the land:

Mirvac Homes (NSW) Pty Limited
 ACN 006 922 998
 Suite 205, Level 2
 30 Cowper Street
 Parramatta NSW 2150

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	1220 1221 1222 1223 1224 1225 1226 1227 128 in DP 1112081 129 in DP 1112081 130 in DP 1112081	155 in DP 1112081 1220, 155 in DP 1112081 1220, 1221 & 155 in DP 1112081 1220 to 1222 & 155 in DP 1112081 1220 to 1223 & 155 in DP 1112081 1220 to 1224 & 155 in DP 1112081 1220 to 1225 & 155 in DP 1112081 1220 to 1226 & 155 in DP 1112081 1220 to 1227 & 155 in DP 1112081 1220 to 1227 & 128, 155 in DP 1112081 1220 to 1227 & 128, 129, 155 in DP 1112081



Authorised Officer of Maitland City Council

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

(Sheet 2 of 3 sheets)

Plan: **DP1138982**

Plan of Subdivision of Lots 122 to 127 in DP1112081 covered by Subdivision Certificate No ~~09 02 56~~ dated the ~~30th~~ day of **APRIL** 2009

Full name and address of the owner of the land:

Mirvac Homes (NSW) Pty Limited
 ACN 006 922 998
 Suite 205, Level 2
 30 Cowper Street
 Parramatta NSW 2150

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be 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 (DP1112081)	122 in DP 1112081 123 in DP 1112081 124 in DP 1112081 125 in DP 1112081 126 in DP 1112081 127 in DP 1112081 128 in DP 1112081 129 in DP 1112081 130 in DP 1112081	155 in DP 1112081 122 & 155 in DP 1112081 122 to 123 & 155 in DP 1112081 122 to 124 & 155 in DP 1112081 122 to 125 & 155 in DP 1112081 122 to 126 & 155 in DP 1112081 122 to 127 & 155 in DP 1112081 122 to 128 & 155 in DP 1112081 122 to 129 & 155 in DP 1112081

Part 2 (Terms)

1. Terms of easement, profit à prendre, restriction, or positive covenant numbered 1 in the plan.

- 1.1 An Easement to Drain Water in the terms set out in Part 3 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created.



.....
 Authorised Officer of Maitland City Council

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

(Sheet 3 of 3 sheets)

Plan: **DP1138982**

Plan of Subdivision of Lots 122 to 127 in DP1112081 covered by Subdivision Certificate No **090256** dated the **30th** day of **APRIL** 2009

Full name and address of the owner of the land:

Mirvac Homes (NSW) Pty Limited
ACN 006 922 998
Suite 205, Level 2
30 Cowper Street
Parramatta NSW 2150

Executed by **Mirvac Homes (NSW) Pty Limited ACN 006 922 998** by the party's attorney pursuant to power of attorney registered Book 4548 No 707 who states that no notice of revocation of the power of attorney has been received in the presence of:

[Signature]
.....
Witness

Shane Boston
.....
Name of Witness (print)

17 Skye Point Road Coal Point
.....
Address and Occupation of Witness (print)

[Signature]
.....
Attorney

TREVOR JENSEN
.....
Name of Attorney (print)

[Signature]
.....
Witness

Shane Boston
.....
Name of Witness (print)

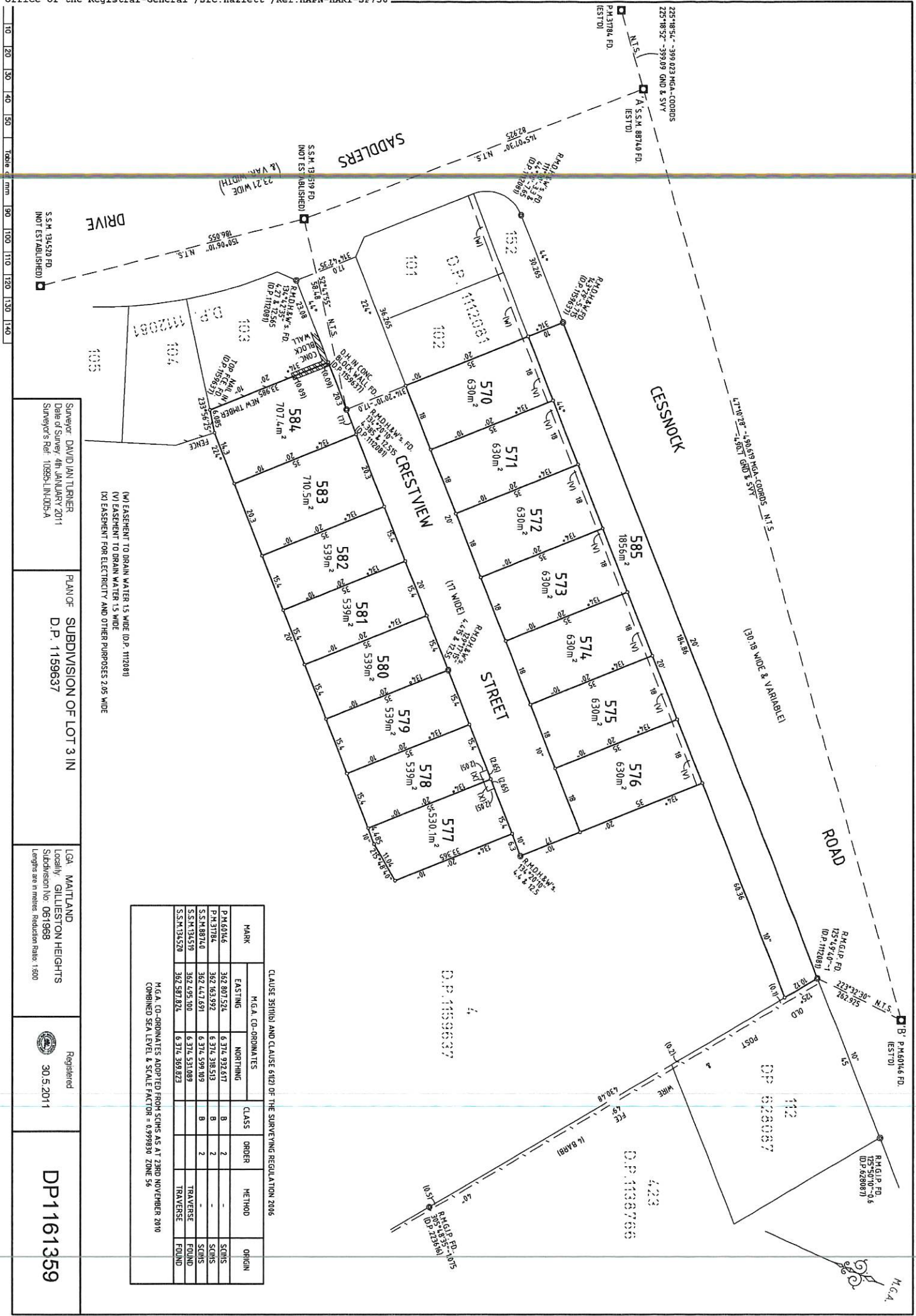
17 Skye Point Road Coal Point
.....
Address and Occupation of Witness (print)

[Signature]
.....
Attorney

WARWICK SMITH
.....
Name of Attorney (print)

[Signature]
.....
Authorised Officer of Maitland City Council

REGISTERED  17-06-2009



(M) EASEMENT TO DRAIN WATER 1.5 WIDE (D.P. 1112081)
 (N) EASEMENT TO DRAIN WATER 1.5 WIDE
 (E) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.05 WIDE

S.S.M. 134520 FD.
 (NOT ESTABLISHED)

Surveyor: DAVID IAN TURNER
 Date of Survey: 4th JANUARY 2011
 Surveyor's Ref: 10995-LIN-005-A

PLAN OF SUBDIVISION OF LOT 3 IN
 D.P. 1159637

LGA: MAITLAND
 Locality: GILLESTON HEIGHTS
 Subdivision No: 061968
 Lengths are in metres. Reduction Ratio: 1:600

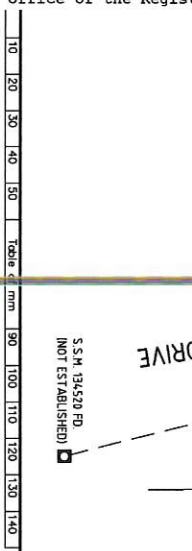
Registered
 30.5.2011

DP1161359

CLAUSE 38(1)(b) AND CLAUSE 6(1)(2) OF THE SURVEYING REGULATION 2006

MARK	M.G.A. CO-ORDINATES		CLASS	ORDER	METHOD	ORIGIN
	EASTING	NORTHING				
P.M. 6116	362 807 524	6 374 932 617	B	2	-	SCIMS
P.M. 3178A	362 863 992	6 374 318 513	B	2	-	SCIMS
S.S.M. 88740	362 447 691	6 374 599 109	B	2	-	SCIMS
S.S.M. 134519	362 495 100	6 374 531 089	-	-	TRAVERSE	FOUND
S.S.M. 134520	362 587 824	6 374 369 823	-	-	TRAVERSE	FOUND

M.G.A. CO-ORDINATES ADAPTED FROM SCIMS AS AT 29th NOVEMBER 2010
 COMBINED SEA LEVEL & SCALE FACTOR = 0.999930 ZONE 56



PLAN FORM 6

Warning: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1. of 2. sheet(s)

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

IT IS INTENDED TO DEDICATE THE EXTENSION OF CRESTVIEW STREET TO THE PUBLIC AS PUBLIC ROAD

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

- 1. EASEMENT TO DRAIN WATER 1.5 WIDE
2. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.05 WIDE
3. RESTRICTION ON THE USE OF LAND
4. POSITIVE COVENANT
5. RESTRICTION ON THE USE OF LAND

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

- 1. EASEMENT TO DRAIN WATER 1.5 WIDE (D.P.1112081)
2. EASEMENT TO DRAIN WATER 2.5 WIDE (D.P.1138982)

Use PLAN FORM 6A for additional certificates, signatures, seals and statements Crown Lands NSW/Western Lands Office Approval

I ... In approving this plan certify (Authorised Officer) that all necessary approvals in regard to the allocation of the land shown hereon have been given. Signature: Date: File Number: Office:

Subdivision Certificate

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

Subdivision set out herein (Insert 'subdivision' or 'new road')

(Authorised Person/General Manager/Accredited Certifier)

Consent Authority Maitland City Council

Date of Endorsement 2.5.11

Accreditation No.

Subdivision Certificate No. 061968

File No. DA 06 1968

* Delete whichever is inapplicable

DP1161359

Registered: 30.5.2011
Title System: TORRENS
Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 3 IN D.P. 1159637

LGA: MAITLAND
Locality: GILLIESTON HEIGHTS
Parish: MAITLAND
County: NORTHUMBERLAND

Surveying and Spatial Information Regulation, 2006

DAVID IAN TURNER
ADW JOHNSON PTY. LTD.
7/385 HILLSBOROUGH ROAD,
WARNERS BAY NSW 2282

a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation, 2006 and was completed on 4th JANUARY 2011

The survey relates to LOTS 570 TO 585

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

Signature Dated: 17-05-11
Surveyor registered under the Surveying and Spatial Information Act, 2002

Datum Line: "A"/"B"
Type: Urban / Rural

Plans used in the preparation of survey/compilation

- D.P.223616
D.P.628087
D.P.1112081
D.P.1144855
D.P.1159637

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 10996-LIN-005-A

* OFFICE USE ONLY

PLAN FORM 6A (Annexure Sheet)

Warning: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet .2. of .2. sheet(s)

PLAN OF SUBDIVISION OF LOT 3
IN D.P. 1159637

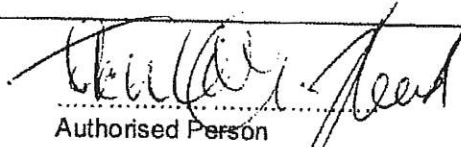
DP1161359

Registered:  30.5.2011

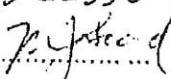
Subdivision Certificate No: 061968

Date of Endorsement: 2.5.11

Signed on behalf of
Mirvac Homes (NSW) Pty Limited
ACN 0069 22998


Authorised Person

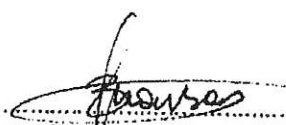
Witness

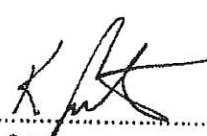

Matthew Scard

Toben Michael James Ltd.

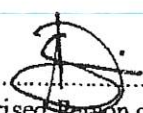
GARY WOOD

SIGNED for and on behalf of Ausgrid)
ABN 67 505 337 385 by ~~Kathryn~~ ^{Katherine})
Margaret Gunton its attorney under a)
Power of Attorney Registered No.)
4528 Book 401 and the Attorney)
declares that the Attorney has not)
received notice of the revocation of)
such Power of Attorney in the presence)
of:)


Signature of Witness


Signature of Attorney

BRIDGET ANNE THOMSON
Print name of Witness


Authorised Person of Maitland City Council

SURVEYOR'S REFERENCE: 10995-LIN-005-A

★ OFFICE USE ONLY

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

Lengths are in metres

Page 1 of 6

Plan: **DP1161359**

Subdivision of Lot 3 in Deposited Plan No. 1159637 covered by Subdivision Certificate No.

Full name and address of the Proprietor of the land

Mirvac Homes (NSW) Pty Ltd
 Level 26, 60 Margaret Street
 Sydney NSW 2000

PART 1

	Identity of easement firstly referred to in the abovementioned plan	Lots or Authority Burdened:	Lots or Authority Benefitted:
1	Easement to Drain Water 1.3 wide	570 571 572 573 574 575 576	571 to 576 inclusive & Lot 4 DP 1159637 572 to 576 inclusive & Lot 4 DP 1159637 573 to 576 inclusive & Lot 4 DP 1159637 574 to 576 inclusive & Lot 4 DP 1159637 575 & 576 and Lot 4 DP 1159637 576 and Lot 4 DP 1159637 Lot 4 DP 1159637

	Identity of easement secondly referred to in the abovementioned plan	Lots or Authority Burdened:	Lots or Authority Benefitted:
2	Easement for Electricity and Other Purposes 2.05 wide	577 & 578	Asgrid ABN: 67 505 339 385

	Identity of restriction thirdly referred to in the abovementioned plan	Lots or Authority Burdened:	Lots or Authority Benefitted:
3	Restriction on the Use of Land	570 to 576	The Council of the City of Maitland

	Identity of positive covenant fourthly referred to in the abovementioned plan	Lots or Authority Burdened:	Lots or Authority Benefitted:
4	Positive Covenant	570 to 576	The Council of the City of Maitland

	Identity of restriction fifthly referred to in the abovementioned plan	Lots or Authority Burdened:	Lots or Authority Benefitted:
5	Restriction on the Use of Land	All lots except Lot 585	Every other lot except Lot 585

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

Lengths are in metres

Page 2 of 6

Plan: **DP1161359**

Subdivision of Lot 3 in Deposited Plan No. 1159637 covered by Subdivision Certificate No.

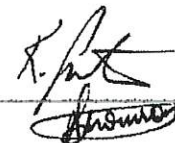
PART 1A

	Identity of easement to be released firstly referred to in the abovementioned plan	Lots or Authority Burdened:	Lots or Authority Benefited:
1	Easement to Drain Water 1.5 wide (DP 1112081)	Lots 101 & 102 D.P. 1112081 (Partial Release) Lot 117 D.P. 1112081	Part of Lot 3 DP 1159637 as regards Lots 577 to 585 inclusive and the extension of Crestview Street. Lot 3 DP 1159637

	Identity of easement to be released secondly referred to in the abovementioned plan	Lots or Authority Burdened:	Lots or Authority Benefited:
2	Easement to Drain Water 2.5 wide (DP 1138982)	Lots 1220 to 1227 inclusive D.P. 1138982 and Lots 128 to 130 inclusive D.P.1112081	Lot 3 DP 1159637

PART 2

1. Terms of Easement secondly referred to in the abovementioned plan
 - a) An Easement is created on the terms and conditions set out in memorandum registered number AC289041. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.
2. Terms of Restriction on the Use of Land thirdly referred to in the abovementioned plan.
 - a) No burdened lot shall be used nor shall any part thereof be used as a means of vehicular access to or from any part of Cessnock Road and no owner of a burdened lot shall permit or authorise any of their employees, visitors or authorised persons to pass or repass by vehicle across that part of the burdened lot which forms a boundary with Cessnock Road.



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

Lengths are in metres

Page 3 of 6

Plan: **DP1161359**

Subdivision of Lot 3 in Deposited Plan No. 1159637 covered by Subdivision Certificate No.

3. Terms of Positive Covenant fourthly referred to in the abovementioned plan.

- a) The lot burdened shall properly maintain but not alter the noise attenuation barrier fence which stands within the respective boundaries.

4. Terms of Restriction on the Use of Land fifthly referred to in the abovementioned plan.

- 4.1 No building or buildings shall be erected or be permitted to remain erected on each 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 70% 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 materials and the proportion shall not exceed 30% of the total area of the external walls.
- 4.2 Each building erected on a burdened lot shall not be used or be permitted to be used other than for residential purposes.
- 4.3 No building or buildings shall be erected or permitted to remain erected on each lot burdened other than with terracotta, cement tiled or colour bond roofs.
- 4.4 No burdened lot may be re-subdivided for the purpose of erecting another or more dwellings or creating a second or multiple parcels of land.
- 4.5 No more than one main dwelling shall be permitted on each lot burdened.
- 4.6 No buildings to be constructed consisting of dual occupancies, duplex, townhouse or villa.
- 4.7 No main building shall be erected or be permitted to remain erected on each lot burdened, having a total floor area of less than 120 square metres exclusive of car accommodation, external landings and patios.
- 4.8 No fence shall be erected or be permitted to remain erected on the front street alignment of each lot burdened nor between the front street alignment and the building line as fixed by the relevant consent authority provided that in the case of a corner lot this restriction shall only apply to one street frontage.

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

Lengths are in metres

Page 4 of 6

Plan: **DP1161359**

Subdivision of Lot 3 in Deposited Plan No. 1159637 covered by Subdivision Certificate No.

- 4.9 No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Mirvac Homes (NSW) Pty Limited without the consent of Mirvac Homes (NSW) Pty Limited but such consent shall not be withheld if such fence is erected without expense to Mirvac Homes (NSW) Pty Limited provided that this restriction shall remain in force only during such time as Mirvac Homes (NSW) Pty Limited is the registered proprietor of any land in the plan or any land immediately adjoining the land in the plan whichever is the later.
- 4.10 No fence constructed of unauthorised materials shall be erected on each lot burdened. As to what constitutes unauthorised materials shall be determined by Mirvac Homes (NSW) Pty Limited and its decision shall be final and binding on the registered proprietor of each lot burdened. For the purpose of the provisions, a lapped and capped and stained timber fence or a lapped and capped treated pine fence or a brick and masonry fence shall not be deemed to be a fence constructed of unauthorised materials.
- 4.11 No retaining wall shall be erected or permitted to remain erected to a street frontage unless constructed of masonry, bush rock or sandstone and excluding natural coloured concrete blocks and any such retaining wall exceeding 750 mm in height must be terraced.
- 4.12 In this restriction on the use of land:
- (a) "Mircac Homes (NSW) Pty Limited" means Mirvac Homes (NSW) Pty Limited ACN 006922998 and its successors nominees or assigns other than purchasers on sale;
 - (b) "Plan" means plan of subdivision to which this instrument relates and upon registration of which these restrictions are created; and
 - (c) The person having the right to release, vary or modify these restrictions is Mirvac Homes (NSW) Pty Limited for such period as it is the registered proprietor of any land in the plan.

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

Lengths are in metres

Page 5 of 6

Plan: **DP1161359**

Subdivision of Lot 3 in Deposited Plan No.
1159637 covered by Subdivision Certificate
No.

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENT
SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

Ausgrid

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE RESTRICTION
THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

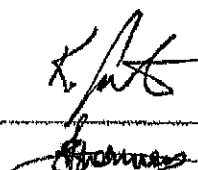
The Council of the City of Maitland

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE POSITIVE
COVENANT FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

The Council of the City of Maitland

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE RESTRICTION
FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

Mirvac Homes (NSW) Pty Limited



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

Lengths are in metres

Page 6 of 6

Plan: **DP1161359**

Subdivision of Lot 3 In Deposited Plan No. 1159637 covered by Subdivision Certificate No.

Signed on behalf of
Mirvac Homes (NSW) Pty Limited
ACN 0069 22998

[Handwritten Signature]
.....
Authorised Person

Toben Michael James Long

GARY WOOD

[Handwritten Signature]
.....
Witness
Matthew Scard
UNIT 73/3 DEFRIEF AVE.
ZETLAND 2017

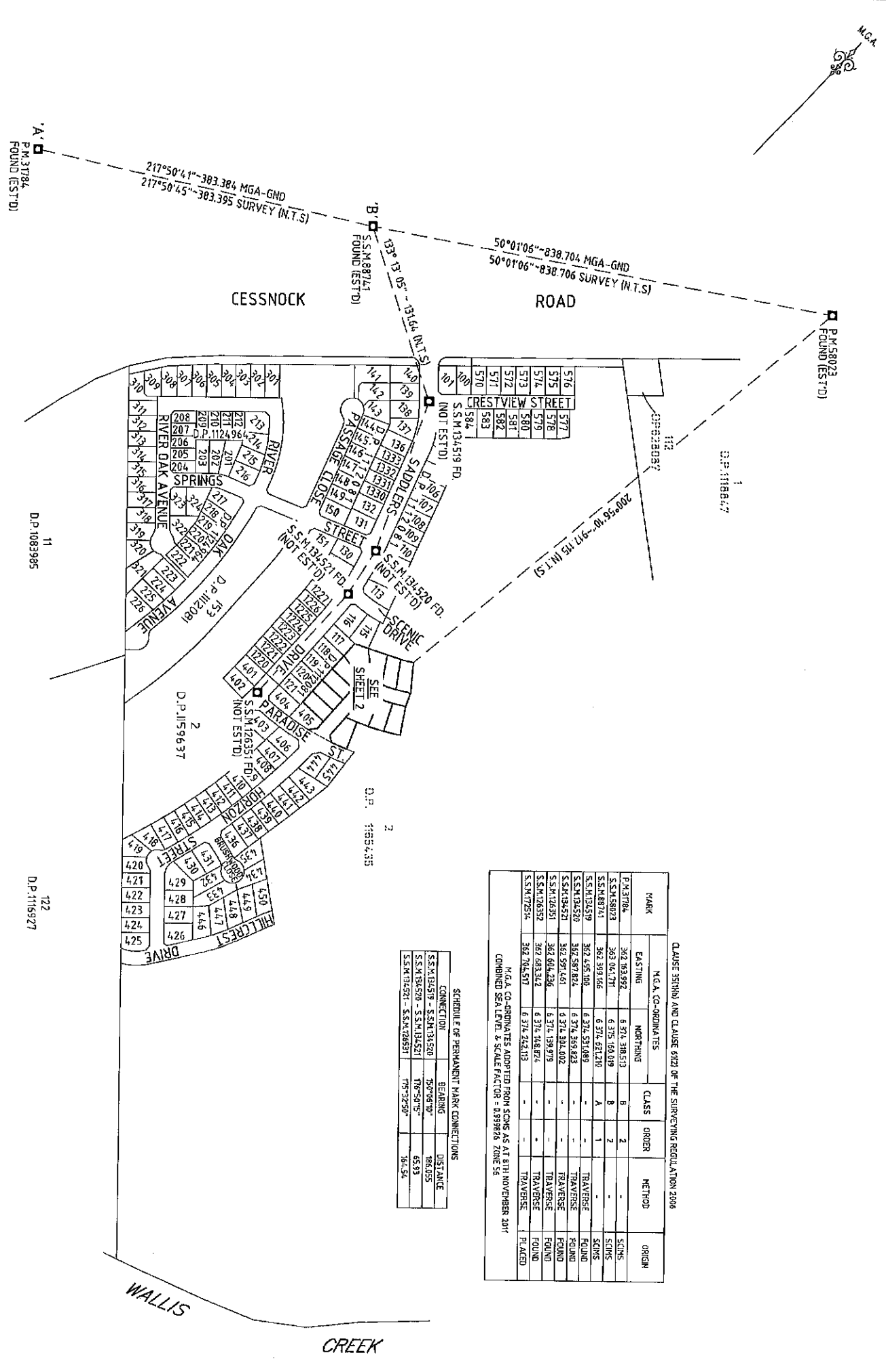
SIGNED for and on behalf of)
AUSGRID ABN 67 505 337 385 by)
Katherine *[Handwritten Initials]* Kathryn Margaret Gunton its attorney)
under a Power of Attorney Registered No.)
4528 Book 401 and the Attorney declares)
that the Attorney has not received notice)
of the revocation of such Power of)
Attorney in the presence of:)

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

[Handwritten Signature]
.....
Signature of Attorney

[Handwritten Signature]
.....
Print name of Witness
Bridget Anne Thompson

[Handwritten Signature]
.....
Authorised Person of Maitland City Council



CLAUSE 5(1)(b) AND CLAUSE 6(2) OF THE SURVEYING REGULATION 2006

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	ORIGIN
F.M.3784	362 83392	6 374 380 518	B	2	-	SCONS
S.S.M.58023	363 06171	6 375 169 079	B	2	-	SCONS
S.S.M.88741	362 39246	6 374 82120	A	1	-	SCONS
S.S.M.12459	362 495 100	6 374 551089	-	-	-	TRAVERSE FOUND
S.S.M.124520	362 58782	6 374 369 823	-	-	-	TRAVERSE FOUND
S.S.M.124521	362 591461	6 374 304 002	-	-	-	TRAVERSE FOUND
S.S.M.126351	362 604 236	6 374 139 979	-	-	-	TRAVERSE FOUND
S.S.M.126352	362 68342	6 374 148 874	-	-	-	TRAVERSE FOUND
S.S.M.127254	362 704 517	6 374 242 213	-	-	-	TRAVERSE FOUND

M.G.A. CO-ORDINATES ADOPTED FROM SCONS AS AT 8TH NOVEMBER 2011
 COMBINED SEA LEVEL & SCALE FACTOR = 0.999826 ZONE 56

SCHEDULE OF PERMANENT MARK CONNECTIONS

CONNECTION	BEARING	DISTANCE
S.S.M.134519 - S.S.M.134520	107°06'19"	186.55
S.S.M.134520 - S.S.M.134521	176°50'00"	65.93
S.S.M.134521 - S.S.M.128281	175°32'30"	84.34

10 120 140 160 180 200 220 240 260 280 300 320 340 360 380 400 420 440 460 480 500 520 540 560 580 600 620 640 660 680 700 720 740 760 780 800 820 840 860 880 900 920 940 960 980 1000

Scale of mm 80 100 120 140 160 180 200 220 240 260 280 300 320 340 360 380 400 420 440 460 480 500 520 540 560 580 600 620 640 660 680 700 720 740 760 780 800 820 840 860 880 900 920 940 960 980 1000

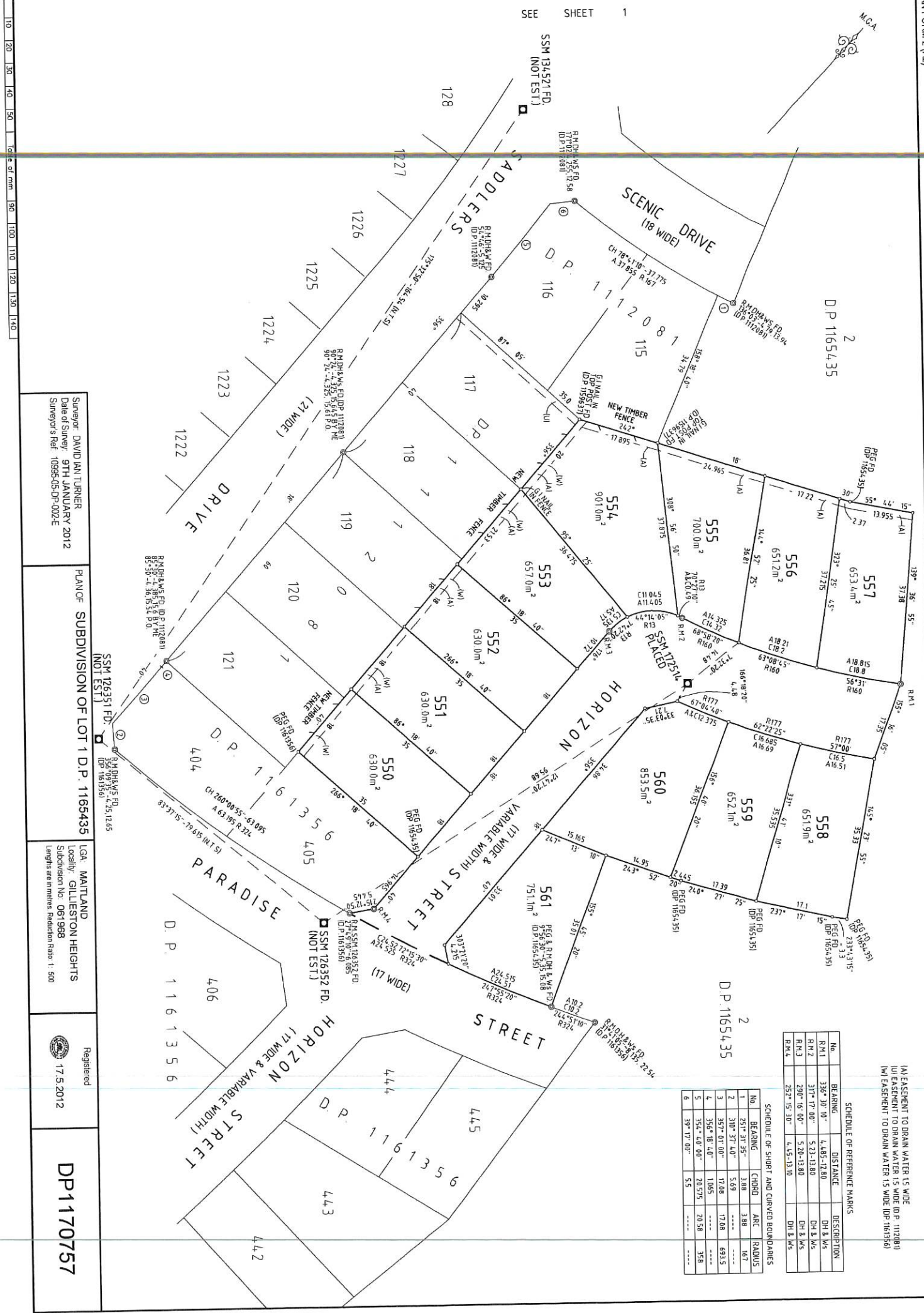
Surveyor: DAVID VAN TURNER
 Date of Survey: 9TH JANUARY 2012
 Surveyor's Ref: 10995-DS-DP-002-E

PLAN OF SUBDIVISION OF LOT 1 D.P. 1165435

LGN: MAITLAND
 Locality: GILLESTON HEIGHTS
 Subdivision No: 061968
 Lengths are in metres. Reduction Ratio: 1: 3000

Registered
 17.5.2012

DP1170757



(A) EASEMENT TO DRAIN WATER 1.5 WIDE (O.P. 116281)
 (M) EASEMENT TO DRAIN WATER 1.5 WIDE (O.P. 116281)
 (W) EASEMENT TO DRAIN WATER 1.5 WIDE (O.P. 116356)

No.	BEARING	DISTANCE	DESCRIPTION
R.N.1	336° 30' 10"	1.485-12.80	DH & WS
R.N.2	317° 17' 00"	5.73-13.80	DH & WS
R.N.3	290° 16' 00"	5.20-13.80	DH & WS
R.N.4	252° 15' 30"	4.45-13.10	DH & WS

No.	BEARING	CHORD	ARC	RADIUS
1	251° 31' 35"	3.88	3.88	167
2	310° 37' 40"	5.69	5.69	254
3	357° 01' 00"	17.08	17.08	693.5
4	356° 18' 40"	1.065	1.065	5.5
5	354° 40' 00"	20.575	20.58	358
6	39° 17' 00"	5.5	5.5	27.5

Surveyor: DAVID IAN TURNER
 Date of Survey: 9TH JANUARY 2012
 Surveyor's Ref: 10985-05-DP-002E

PLANCE SUBDIVISION OF LOT 1 D.P. 1165435

Locality: MAITLAND
 G/L: GILLESTON HEIGHTS
 Subdivision No: 061968
 Lengths are in metres. Reduction Ratio: 1:500

Registered 17.5.2012

DP1170757

PLAN FORM 6

Warning: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet ..1.. of ..2.. sheet(s)

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

IT IS INTENDED TO DEDICATE THE EXTENSION OF HORIZON STREET TO THE PUBLIC AS PUBLIC ROAD.

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

- TO CREATE:
- 1. EASEMENT TO DRAIN WATER 1.5 WIDE
- 2. RESTRICTION ON THE USE OF LAND

TO RELEASE:

- 1. EASEMENT TO DRAIN WATER 2.5 WIDE (D.P. 1138982) (PARTIAL RELEASE)
- 2. EASEMENT TO DRAIN WATER 1.5 WIDE (D.P. 1161359) (PARTIAL RELEASE)
- 3. EASEMENT TO DRAIN WATER 1.5 WIDE (D.P.1112081) (PARTIAL RELEASE)

Use PLAN FORM 6A for additional certificates, signatures, seals and statements
Crown Lands NSW/Western Lands Office Approval

Iin approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land shown hereon have been given.
Signature:
Date:
File Number:
Office:

Subdivision Certificate

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


subdivision set out herein
(insert 'subdivision' or 'new road')

* (Authorised Person/General Manager/Accredited Certifier)

Consent Authority Maitland City Council
Date of Endorsement 26.3.12
Accreditation No.
Subdivision Certificate No. 061968
File No. DA06 1968

* Delete whichever is inapplicable

DP1170757

Registered:  17.5.2012
Title System: TORRENS
Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 1 D.P. 1165435

LGA: MAITLAND
Locality: GILLIESTON HEIGHTS
Parish: MAITLAND
County: NORTHUMBERLAND


Surveying and Spatial Information Regulation, 2006

I, DAVID IAN TURNER
ADW JOHNSON PTY. LTD.
of 7/335 HILLSBOROUGH ROAD,
WARNERS BAY NSW 2282

a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation, 2006 and was completed on 3TH JANUARY 2012

The survey relates to LOTS 550 TO 561

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

Signature  Dated: 31/01/12
Surveyor registered under the Surveying and Spatial Information Act, 2002

Datum Line: "A"-"B"
Type: Urban / Rural

Plans used in the preparation of survey/compilation

- D.P.1112081
- D.P.1159637
- D.P.1161356
- D.P.1165435
- D.P.1138982

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 10995-05-DP-002-DE

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2. of 2. sheet(s)

PLAN OF SUBDIVISION OF
 LOT 1 D.P. 1165435

DP1170757

Registered:  17.5.2012

Subdivision Certificate No: **061968** Date of Endorsement: **26.3.12**

David Walter Bourke **Toben Michael James Long**


Signed by.....

as attorney(s) under registered Power of Attorney Book 4578 No. 295 for **Mirvac Homes (NSW) Pty Limited** ACN 006 922 998 In the presence of:



 Attorney


 Attorney



 Witness
MATTHEW SCARD

 Name of Witness
LEVEL 26
80 MARGARET ST, SYDNEY NSW 2000

 Address of Witness

SURVEYOR'S REFERENCE: 10995-05-DP-002-**E**

★ OFFICE USE ONLY

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

Lengths are in metres

Page 1 of 5

Plan: **DP1170757**

Subdivision of Lot 1 in Deposited Plan No. 1165435 covered by Subdivision Certificate No.

Full name and address of the Proprietor of the land

Mirvac Homes (NSW) Pty Ltd
 Level 26, 60 Margaret Street
 Sydney NSW 2000

PART 1

	Identity of easement firstly Referred to in the abovementioned plan	Lots or Authority Burdened:	Lots or Authority Benefited:
1	Easement to Drain Water 1.5 wide	551 552 553 554 555 556 557	550 550 & 551 550 to 552 550 to 553 inclusive, 555 to 557 inclusive & Lot 2 D.P.1165435 556,557 & Lot 2 D.P. 1165435 557 & Lot 2 D.P. 1165435 Lot 2 D.P. 1165435

	Identity of restriction secondly referred to in the abovementioned plan	Lots of Authority Burdened:	Lots of Authority Benefited:
2	Restriction on the Use of Land	Each Lot	Every other lot

PART 1A

	Identity of easement partly released firstly referred to in the abovementioned plan	Lots or Authority Burdened:	Lots or Authority Benefited:
1	Easement to Drain Water 2.5 wide (DP 1138982) (Partial Release)	Lots 1220 to 1227 inclusive DP 1138982 and Lots 128 to 130 inclusive DP 1112081	Lot 1 DP 1165435

	Identity of easement partly released secondly referred to in the abovementioned plan	Lots or Authority Burdened:	Lots or Authority Benefited:
2	Easement to Drain Water 1.5 wide (DP 1161359) (Partial Release)	Lots 570 to 576 inclusive DP 1161359	Lot 1 DP 1165435

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

Lengths are in metres

Page 2 of 5

Plan: **DP1170757**

Subdivision of Lot 1 in Deposited Plan No. 1165435 covered by Subdivision Certificate No.

	Identity of easement partly released thirdly referred to in the abovementioned plan	Lots or Authority Burdened:	Lots or Authority Benefitted:
3	Easement to Drain Water 1.5 wide (DP 1112081) (Partial Release)	Lots 101 & 102 DP 1112081	Lot 1 DP 1165435

PART 2

1. Terms of Restriction on the Use of Land secondly referred to in the abovementioned plan.
 - 1.1 No building or buildings shall be erected or be permitted to remain erected on each 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 70% 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 materials and the proportion shall not exceed 30% of the total area of the external walls.
 - 1.2 Each building erected on a burdened lot shall not be used or be permitted to be used other than for residential purposes.
 - 1.3 No building or buildings shall be erected or permitted to remain erected on each lot burdened other than with terracotta, cement tiled or colour bond roofs.
 - 1.4 No burdened lot may be re-subdivided for the purpose of erecting another or more dwellings or creating a second or multiple parcels of land.
 - 1.5 No more than one main dwelling shall be permitted on each lot burdened.
 - 1.6 No buildings to be constructed consisting of dual occupancies, duplex, townhouse or villa.
 - 1.7 No main building shall be erected or be permitted to remain erected on each lot burdened, having a total floor area of less than 120 square metres exclusive of car accommodation, external landings and patios.
 - 1.8 No fence shall be erected or be permitted to remain erected on the front street alignment of each lot burdened nor between the front street alignment and the building line as fixed

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

Lengths are in metres

Page 3 of 5

Plan: **DP1170757**

Subdivision of Lot 1 in Deposited Plan No. 1165435 covered by Subdivision Certificate No.

by the relevant consent authority provided that in the case of a corner lot this restriction shall only apply to one street frontage.

- 1.9 No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Mirvac Homes (NSW) Pty Limited without the consent of Mirvac Homes (NSW) Pty Limited but such consent shall not be withheld if such fence is erected without expense to Mirvac Homes (NSW) Pty Limited provided that this restriction shall remain in force only during such time as Mirvac Homes (NSW) Pty Limited is the registered proprietor of any land in the plan or any land immediately adjoining the land in the plan whichever is the later.
- 1.10 No fence constructed of unauthorised materials shall be erected on each lot burdened. As to what constitutes unauthorised materials shall be determined by Mirvac Homes (NSW) Pty Limited and its decision shall be final and binding on the registered proprietor of each lot burdened. For the purpose of the provisions, a lapped and capped and stained timber fence or a lapped and capped treated pine fence or a brick and masonry fence shall not be deemed to be a fence constructed of unauthorised materials.
- 1.11 No retaining wall shall be erected or permitted to remain erected to a street frontage unless constructed of masonry, bush rock or sandstone and excluding natural coloured concrete blocks and any such retaining wall exceeding 750 mm in height must be terraced.
- 1.12 In this restriction on the use of land:
- (a) "Mircvac Homes (NSW) Pty Limited" means Mirvac Homes (NSW) Pty Limited ACN 006922998 and its successors nominees or assigns other than purchasers on sale;
 - (b) "Plan" means plan of subdivision to which this instrument relates and upon registration of which these restrictions are created; and
 - (c) the person having the right to release, vary or modify these restrictions is Mirvac Homes (NSW) Pty Limited for such period as it is the registered proprietor of any land in the plan.

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

Lengths are in metres

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Plan: **DP1170757**

Subdivision of Lot 1 in Deposited Plan No. 1165435 covered by Subdivision Certificate No.

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENT FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN FOR SUCH PERIOD AS MIRVAC HOMES (NSW) PTY LIMITED IS NO LONGER THE REGISTERED PROPRIETOR OF ANY LAND IN THE PLAN.

Maitland City Council

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE RESTRICTION SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

Mirvac Homes (NSW) Pty Ltd

David Walter Bourke

Toben Michael James Long

Signed by.....

as attorney(s) under registered Power of Attorney Book 4578 No. 295 for **Mirvac Homes (NSW) Pty Limited** ACN 006 922 998 in the presence of:

.....
Attorney
.....
Attorney

.....
Witness

MATTHEW SCARD
Name of Witness
LEVEL 26
60 MARGARET ST, SYDNEY NSW 2000
Address of Witness

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

Lengths are in metres

Page 5 of 5

Plan: **DP1170757**

Subdivision of Lot 1 in Deposited Plan No.
1165435 covered by Subdivision Certificate
No.

.....
Authorised Person of Maitland City Council

REGISTERED



17.5.2012

REC'D 18 MAY 1920 10.30 AM

Transferee
Endorsement
Certificate

Registration and other fees
New South Wales
The Crown Solicitor

MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900.) A572301



14.5.20
FEB SIMPLER

a Name, residence, occupation, or other designation, in full, of transferor.
1572301 I, LILIAN MAUD SPARKE Wife of Edward William Sparke of West Maitland in the State of New South Wales Auctioneer.

b If a less estate, strike out "in fee simple," and interline the required alteration.
c All subsisting encumbrances must be noted hereon. (See page 2.)
d If the consideration be not pecuniary, state its nature concisely.
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 underwritten or endorsed hereon, in consideration of **FOUR THOUSAND AND SIXTY SEVEN POUNDS (£ 4067:0:0)**

e Name, residence, occupation, or other designation, in full, of transferee.
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.
paid to me by the Minister for Public Works of the said State the Constructing Authority duly constituted by the "West Maitland Sewerage Act 1912 for the purposes of that Act and the Public Works Act 1912.

f If to two or more, state whether as joint tenants or tenants in common.
the receipt whereof I hereby acknowledge,

g Area in acres, roods, or perches.
do hereby transfer to the said Minister for Public Works as such Constructing Authority for and on behalf of His Most Gracious Majesty King George V.

h Parish or town and county.
ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing 177 acres and 14 perches situate in the Municipality of West Maitland Parish of Maitland and County of Northumberland

i "The whole" or "part," as the case may be.
j "Crown grant," or "Certificate of Title."
k Strike out if not appropriate.
being the whole of the land comprised in Certificate of Title dated 12th March 1917 registered volume No. 2742 folio 37

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

* And also in the pieces of land as follows:—

[Rule up all blanks before signing.]

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.
The form, when filled in, should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected 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 noticed in the attestation.
[Price, 6s.]

MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO.

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

[Rule up all blanks before signing.]

m 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 Transferor is known, no further authentication is required. Otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the annexed form. This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place. If the Transferor 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 understand the same."

n Repeat attestation for additional parties if required.

82121

In witness whereof, I have hereunto subscribed my name, at *Weston*
the *fourteenth* day of *April* in the year
of our Lord one thousand nine hundred and twenty.

Signed in my presence by the said

LILIAN MAUD SPARKE
WHO IS PERSONALLY KNOWN TO ME

Signed

Lilian Maud Sparke
Transferor.*

* 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.

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

John V. Lillie
Richard L. Harrison
known to the Transferree.

For the signature of the Transferree hereto an ordinary attestation is sufficient. Unless the instrument contains a special

covenant by the Transferree, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty.

It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said
John Varnell Lillie by
Richard L. Harrison
WHO IS PERSONALLY KNOWN TO ME
R.R. Murphy

(The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See note "o" in margin.)

N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

Certificate of Lillie
Vol 2742 fol 37
MA

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at _____, the _____ day of _____, one thousand nine hundred and _____

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

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

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

A572301

No. Memorandum of Transfer of

177 acres 144 perches
 Lot 2 of Section E
 RP 8692

Lodged by
 (Name) Robert Schuster
 (Address) 237 Macquarie St

East Greta
 Municipality of West Macquarie
 including rates and deposits as provided
 by section 144 of the Public Works Act
 1912

Shirley J. Public Works
 Transferrer.

This Majesty the King
 Transferee.

Particulars entered in the Register Book, Vol. 2742

Folio 37

The 18th day of May, 1920,
 at 3 minutes past 10 o'clock
 in the PM noon.

Robert Schuster
 Registrar General
 20 MAY 1920



	DATE.	INITIALS.
SENT TO SURVEY BRANCH	1 MAY 1918	MS
RECEIVED FROM REGOROS	20/5/20	RS
DRAFT WRITTEN	22/5/20	RS
DRAFT EXAMINED	24/5/20	RS
DIAGRAM COMPLETE		
DIAGRAM EXAMINED		
DRAFT FORWARDED		
RETD TO REGOROS (REGISTRAR)		
RETURNED FROM REGOROS		
CERTIFICATE ENGROSSED		
SUPT. OF ENGROSSERS	28.5.20	RS
DEP REGISTRAR GENERAL		

VOL. 3055 FOL. 133

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-
 No transfer can be registered until the fees are paid. If a part only of the land is transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional fee. But to have this done, it is necessary to make several signatures of position, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the remaining residue.
 Transfer in company need receive separate Certificates. A fee will be required for each additional Certificate.
 The fees on transfer are 10s, and 5s for every new Certificate, whether issued to a Transferee or applicant for the residue. By the Amendment Act of 1913, the purchaser is not compelled to take out a new Certificate of Title in the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
 The Transfer is complete from the moment it is registered.
 Certificates will only be delivered on personal application of purchasers or their Solicitors, or upon an order directed before a Magistrate.

Robert Schuster
 O. R. M. S.

Certificate No.: PC/2024/2665

Certificate Date: 12/08/2024

Fee Paid: \$69.00

Receipt No.:

SD Norman

Your Reference:

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

APPLICANT:	HAPN Conveyancing hapnconveyancing@gmail.com
PROPERTY DESCRIPTION:	6 Orchard Close GILLIESTON HEIGHTS NSW 2321
PARCEL NUMBER:	89403
LEGAL DESCRIPTION:	Lot 935 DP 1207978

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?

263 High-Street
Maitland NSW 2320

t 02 4934 9700
f 02 4933 3209

info@maitland.nsw.gov.au
maitland.nsw.gov.au

All correspondence should be directed to: General Manager P.O. Box 220 Maitland NSW 2320

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.

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

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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 or 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.

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HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

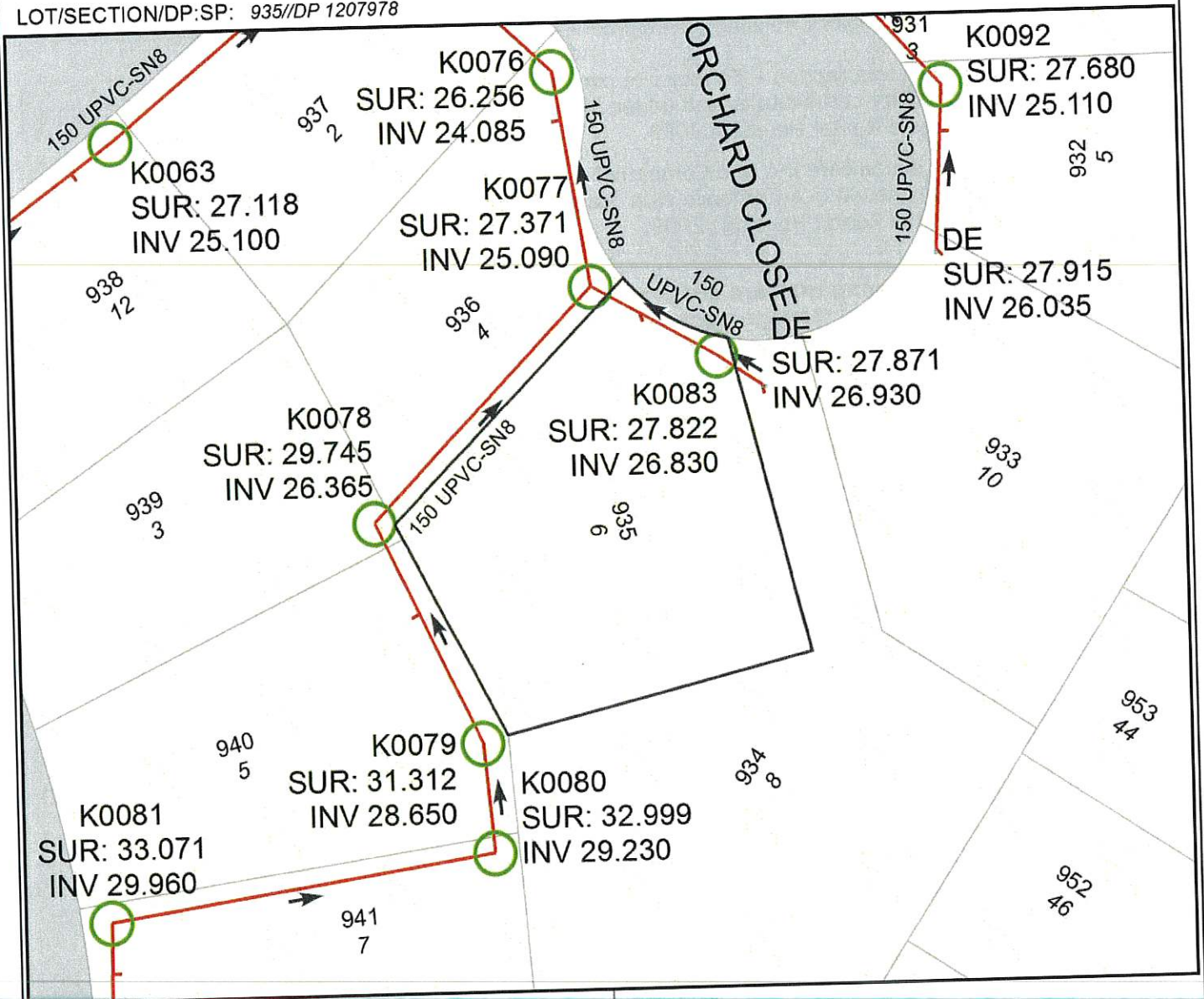
APPLICANT'S DETAILS



HARI PRABHU IYYAPPAN
6 Orchard
GILLIESTON HEIGHTS NSW

APPLICATION NO.: 2361292
APPLICANT REF: H HAPN-HARI-SF756
RATEABLE PREMISE NO.: 5719491521

PROPERTY ADDRESS: 6 ORCHARD CL GILLIESTON HEIGHTS 2321
LOT/SECTION/DP:SP: 935//DP 1207978



SEWER POSITION APPROXIMATE ONLY.
SUBJECT PROPERTY BOLD.
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: 11/08/2024

Scale at A4: 1:500

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UTILITY DATA
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