

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent		
co-agent		
vendor	Steele anthony Quain 62 Warren Street Seaham	
vendor's solicitor	MRM Lawyers 5/2 Frost Drive Mayfield West PO Box 124 Mayfield	Ph: 4967 0888 Ref: Wayne Dever
date for completion	42nd	day after the contract date (clause 15)
land (address, plan details and title reference)	85 Bolwarra Park Drive Bolwarra Heights NSW 2320 102/1072861	

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

attached copies documents in the List of Documents as marked or numbered:
 other documents:

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

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

buyer's agent

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

purchaser JOINT TENANTS tenants in common in unequal shares

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) NO yes
Proposed electronic transaction (clause 30) no YES

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 *RW payment* (residential withholding payment) NO yes (if yes, vendor must provide further details)

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

***RW payment* (residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

General

- 1 property certificate for the land
- 2 plan of the land
- 3 unregistered plan of the land
- 4 plan of land to be subdivided
- 5 document that is to be lodged with a relevant plan
- 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- 7 additional information included in that certificate under section 10.7(5)
- 8 sewerage infrastructure location diagram (service location diagram)
- 9 sewer lines location diagram (sewerage service diagram)
- 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- 11 *planning agreement*
- 12 section 88G certificate (positive covenant)
- 13 survey report
- 14 building information certificate or building certificate given under *legislation*
- 15 lease (with every relevant memorandum or variation)
- 16 other document relevant to tenancies
- 17 licence benefiting the land
- 18 old system document
- 19 Crown purchase statement of account
- 20 building management statement
- 21 form of requisitions
- 22 *clearance certificate*
- 23 land tax certificate

Home Building Act 1989

- 24 insurance certificate
- 25 brochure or warning
- 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- 27 certificate of compliance
- 28 evidence of registration
- 29 relevant occupation certificate
- 30 certificate of non-compliance
- 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- 32 property certificate for strata common property
 - 33 plan creating strata common property
 - 34 strata by-laws
 - 35 strata development contract or statement
 - 36 strata management statement
 - 37 strata renewal proposal
 - 38 strata renewal plan
 - 39 leasehold strata - lease of lot and common property
 - 40 property certificate for neighbourhood property
 - 41 plan creating neighbourhood property
 - 42 neighbourhood development contract
 - 43 neighbourhood management statement
 - 44 property certificate for precinct property
 - 45 plan creating precinct property
 - 46 precinct development contract
 - 47 precinct management statement
 - 48 property certificate for community property
 - 49 plan creating community property
 - 50 community development contract
 - 51 community management statement
 - 52 document disclosing a change of by-laws
 - 53 document disclosing a change in a development or management contract or statement
 - 54 document disclosing a change in boundaries
 - 55 information certificate under Strata Schemes Management Act 2015
 - 56 information certificate under Community Land Management Act 1989
 - 57 document relevant to off-the-plan sale
- Other**
- 58

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

85 Bolwarra Park Drive
Bolwarra Heights NSW 2323

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

Australian Taxation Office	NSW Fair Trading
Council	NSW Public Works Advisory
County Council	Office of Environment and Heritage
Department of Planning and Environment	Owner of adjoining land
Department of Primary Industries	Privacy
East Australian Pipeline Limited	Roads and Maritime Services
Electricity and gas	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications
Local Land Services	Transport for NSW
NSW Department of Education	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. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	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>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i>);
<i>RW rate</i>	the rate determined under §§14-250(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>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> <i>solicitor</i> 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>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 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 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

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 and held by the *depositholder* until the claims are finalised or lapse;
 - 7.2.2 the amount held is to be invested in accordance with clause 2.9;
 - 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
 - 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
 - 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
 - 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
 - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
 - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;

- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* (the "retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally* the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount* payable;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

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 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - 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 substantially disadvantages 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 a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –

25.1.1 is under qualified, limited or old system title; or

25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –

25.4.1 shows its date, general nature, names of parties and any registration number; and

25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –

25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);

25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;

25.5.3 *normally*, need not include a Crown grant; and

25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and

25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –

25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);

25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and

25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.

27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within* 27 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs; incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement *schedule in the Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated and Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<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>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>effective date</i>	the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
<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 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>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ENCL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA*

Not; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;

31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

85 Bolwarra Park Drive Bolwarra Heights NSW 2320



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 102/1072861

SEARCH DATE	TIME	EDITION NO	DATE
-----	---	-----	---
4/9/2019	8:15 AM	6	1/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY AUSTRALIA AND NEW ZEALAND BANKING
GROUP LIMITED.

LAND

LOT 102 IN DEPOSITED PLAN 1072861
AT BOLWARRA HEIGHTS
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF MIDDLEHOPE COUNTY OF DURHAM
TITLE DIAGRAM DP1072861

FIRST SCHEDULE

STEELE ANTHONY QUAIN (T AH65478)

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1061221 RESTRICTION(S) ON THE USE OF LAND AS REFERRED TO AND
NUMBERED (4) IN THE SEC. 88B INSTRUMENT
- 3 DP1061221 RESTRICTION(S) ON THE USE OF LAND AS REFERRED TO AND
NUMBERED (5) IN THE SEC. 88B INSTRUMENT
- 4 DP1072861 RESTRICTION(S) ON THE USE OF LAND DESIGNATED (E) AS
REFERRED TO AND NUMBERED (4) IN THE SEC. 88B INSTRUMENT
- 5 DP1072861 RESTRICTION(S) ON THE USE OF LAND DESIGNATED (F) AS
REFERRED TO AND NUMBERED (5) IN THE SEC. 88B INSTRUMENT
- 6 DP1072861 RESTRICTION(S) ON THE USE OF LAND AS REFERRED TO AND
NUMBERED (11) IN THE SEC. 88B INSTRUMENT
- 7 DP1072861 RESTRICTION(S) ON THE USE OF LAND AS REFERRED TO AND
NUMBERED (12) IN THE SEC. 88B INSTRUMENT
- 8 DP1072861 RESTRICTION(S) ON THE USE OF LAND AS REFERRED TO AND
NUMBERED (13) IN THE SEC. 88B INSTRUMENT
- 9 AH65479 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP
LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

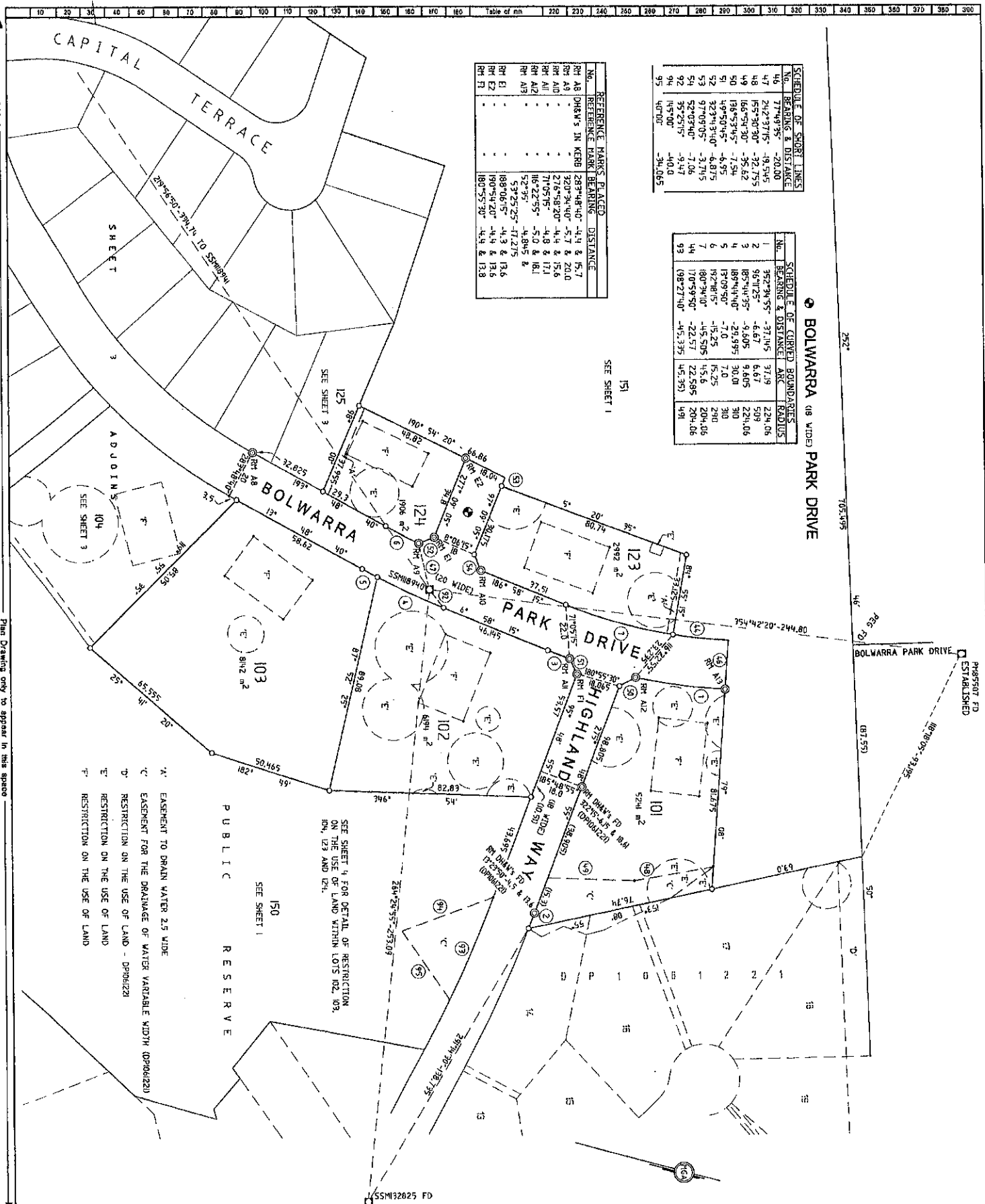
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PRINTED ON 4/9/2019

Obtained from NSW LRS on 04 September 2019 08:15 AM AEST

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* 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. GlobalX 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. Note: Information contained in this document is provided by GlobalX Pty Ltd, ABN 35 099 032 595, www.globalx.com.au an approved NSW Information Broker.



SCHEDULE OF STRAIGHT LINES

No.	Bearing	Distance
1	314°29'35"	20.00
2	157°37'15"	18.545
3	157°37'15"	32.755
4	184°45'30"	34.422
5	184°45'30"	7.54
6	184°45'30"	4.875
7	323°34'40"	3.715
8	323°34'40"	7.04
9	323°34'40"	9.347
10	187°10'0"	40.0
11	187°10'0"	34.065

SCHEDULE OF CURVED BOUNDARIES

No.	Bearing	Distance	ARC	RADIUS
1	85°24'55"	-37.145	37.0	229.06
2	56°12'57"	-6.67	6.67	509
3	185°14'35"	-9.605	9.605	229.06
4	185°14'35"	-29.995	30.0	310
5	187°09'50"	-7.0	7.0	310
6	182°16'15"	-15.25	15.25	290
7	182°16'15"	-45.595	45.6	204.06
8	170°58'50"	-22.57	22.565	204.06
9	198°27'40"	-45.335	45.33	491

REFERENCE MARKS PLACED

No.	Reference Mark	Bearing	Distance
RM A8	DIREC'S IN KERB	283°48'40"	4.4 & 15.7
RM A9		320°34'40"	5.7 & 20.0
RM A10		276°58'20"	4.4 & 15.6
RM A11		71°05'15"	4.8 & 17.1
RM A12		184°22'55"	5.0 & 18.1
RM A13		53°25'25"	4.845 & 18.1
RM E1		188°06'15"	4.3 & 13.6
RM E2		190°54'20"	4.4 & 13.6
RM E3		180°55'30"	4.4 & 13.8

- EASEMENT TO DRAIN WATER 2.5 WIDE
- EASEMENT FOR THE DRAINAGE OF WATER VARIABLE WIDTH (DP060422)
- RESTRICTION ON THE USE OF LAND - DP060423
- RESTRICTION ON THE USE OF LAND
- RESTRICTION ON THE USE OF LAND

SEE SHEET 4 FOR DETAIL OF RESTRICTION ON THE USE OF LAND WITHIN LOTS 102, 103, 104, 123 AND 124.

Reduction Ratio: 1:1000
 SURVEYORS REFERENCE: CH378069

Registered: DP1072861
 Registered: NSW 24-02-2005
 This is sheet 2 of 4 sheets
 dated 20/02/2005

Surveyor registered under the Surveying Act 2002
 This is sheet 2 of 4 sheets
 covered by my Certificate No. 10000

Authorised Representative: [Signature]
 For use where space is insufficient in any panel on Plan Form 2.

DEVELOPER: TRANSEPLAN DEVELOPMENTS PTY LTD
 1005 309 104
 1005 309 104

REGISTERED SURVEYOR: MARQUETTE MULLINS
 1005 309 104
 1005 309 104

Signatures and stamps of the surveyor and developer.

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

Lengths are in metres

Sheet 1 of
12 Sheets

PART 1

DP1061221

Plan of Subdivision of Lot 1
in DP1061257
Covered by Subdivision Certificate
No. 970577
of 15-12-03

Full name and address of the
Proprietor of the Land:

Transurban Developments Pty Limited
GPO Box 795, Canberra, ACT, 2061

- ✓ 1. Identity of Easement or Restriction
firstly referred to in the abovementioned plan:

Easement To Drain Water 2.5 Wide 'A'

Schedule of Lots etc. Affected

Lots Burdened
14

Lots, Name of Road or Authority Benefited
15

- ✓ 2. Identity of Easement or Restriction
secondly referred to in the abovementioned plan:

Easement For The Drainage of Water 3
Wide 'B'

Schedule of Lots etc. Affected

Lots Burdened
16, 20

Lots, Name of Road or Authority Benefited
Council of the City of Maitland

- ✓ 3. Identity of Easement or Restriction
thirdly referred to in the abovementioned plan:

Easement For The Drainage of Water
Variable Width 'C'

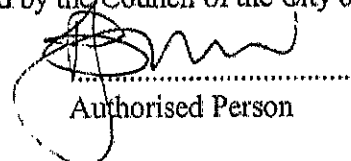
Schedule of Lots etc. Affected

Lots Burdened
14, 16, 17 and 21

Lots, Name of Road or Authority Benefited
Council of the City of Maitland



Approved by the Council of the City of Maitland


.....
Authorised Person

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

Lengths are in metres

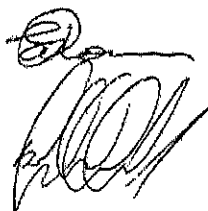
Sheet 2 of
12 Sheets

PART 1

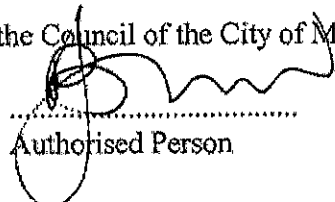
DP1061221

Plan of Subdivision of Lot 1
in DP1061257
Covered by Subdivision Certificate
No.
of

-
- ✓ 4. Identity of Easement or Restriction Restriction on the Use of Land
fourthly referred to in the abovementioned plan:
Schedule of Lots etc. Affected
Lots Burdened Lots, Name of Road or Authority Benefited
14, 16, 17, 20 and 21 Council of the City of Maitland
-
5. Identity of Easement or Restriction Restriction on the Use of Land
fifthly referred to in the abovementioned plan:
Schedule of Lots etc. Affected
✓ Lots Burdened Lots, Name of Road or Authority Benefited
14, 16, 17 and 21 Council of the City of Maitland
-
- ✓ 6. Identity of Easement or Restriction Restriction on the Use of Land 'D'
sixthly referred to in the abovementioned plan:
Schedule of Lots etc. Affected
Lots Burdened Lots, Name of Road or Authority Benefited
17, 18, 19, 20 Council of the City of Maitland
-
- ✓ 7. Identity of Easement or Restriction Restriction on the use of land 'E'
seventhly referred to in the abovementioned plan:
Schedule of Lots etc. Affected
Lots Burdened Lots, Name of Road or Authority Benefited
14, 15, 16, 17, 18, 19, 20 Council of the City of Maitland
-



Approved by the Council of the City of Maitland


.....
Authorised Person

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

Lengths are in metres

Sheet 3 of
12 Sheets

PART 1

DP1061221

Plan of Subdivision of Lot 1
in DP1061257
Covered by Subdivision Certificate
No.
of

-
- ✓ 8. Identity of Easement or Restriction Restriction on the use of land
eighthly referred to in the abovementioned plan:
Schedule of Lots etc. Affected
- | <u>Lots Burdened</u> | <u>Lots, Name of Road or Authority Benefited</u> |
|----------------------|--|
| 11 to 20 inclusive | Every other lot |
-
- ✓ 9. Identity of Easement or Restriction Easement for Water Main 4 Wide
ninthly referred to in the abovementioned plan:
Schedule of Lots etc. Affected
- | <u>Lots Burdened</u> | <u>Lots, Name of Road or Authority Benefited</u> |
|----------------------|--|
| 20 | Hunter Water Corporation |
-

PART 2

1. TERMS OF RESTRICTION ON THE USE OF LAND FOURTHLY REFERRED TO IN THE
ABOVEMENTIONED PLAN.

- (a) No fencing of a type to prohibit or limit the overland flow of water is to be constructed along any boundary crossing this easement unless such fencing is raised a satisfactory distance, as deemed by Council, above the surface of the land within the easement boundaries so designated 'B' or 'C'.
- (b) No buildings are to be constructed or permitted to remain and no excavation or alteration of the surface levels will be permitted within the boundaries of the designated easements 'B' or 'C'.
-



Approved by the Council of the City of Maitland


.....
Authorised Person

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

Lengths are in metres

Sheet 4 of
12 Sheets

PART 2

DP1061221

Plan of Subdivision of Lot 1
in DP1061257
Covered by Subdivision Certificate
No.
of

2. TERMS OF RESTRICTION ON THE USE OF LAND FIFTHLY REFERRED TO IN THE
ABOVEMENTIONED PLAN.

No habitable building shall be constructed on any lot burdened unless the floor level is 500mm above the 1:100 year storm level of the adjacent floodplain or watercourse.

3. TERMS OF RESTRICTION ON THE USE OF LAND SIXTHLY REFERRED TO IN THE
ABOVEMENTIONED PLAN.

- (a) No development including building construction or removal of trees with the exception of boundary fencing shall be permitted within the area designated 'D' on the accompanying plan without the prior written consent of the Council of the City of Maitland.
- (b) This restriction on use shall not prohibit clearing authorised under the Rural Fire Act 1997.

4. TERMS OF RESTRICTION ON THE USE OF LAND SEVENTHLY REFERRED TO IN THE
ABOVEMENTIONED PLAN.

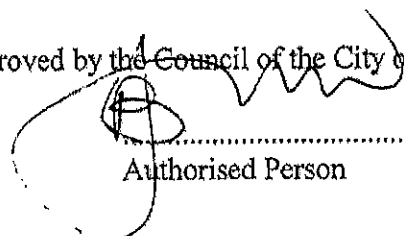
No development including excavation or building construction or removal of trees with the exception of boundary fencing shall be permitted within the area designated 'E' on the subject plan without the prior written consent of the Council of the City of Maitland.

5. TERMS OF RESTRICTION ON THE USE OF LAND EIGHTHLY REFERRED TO IN THE
ABOVEMENTIONED PLAN.

1. In these Restrictions on the Use of Land unless something in the subject matter or context is inconsistent herewith, the following expressions have the meaning attributed thereto in these Restrictions, that is to say:



Approved by the Council of the City of Maitland



.....
Authorised Person

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

Lengths are in metres

Sheet 5 of
12 Sheets

PART 2

DP1061221

Plan of Subdivision of Lot 1
in DP1061257
Covered by Subdivision Certificate
No.
of

"Dwelling"

Means a room or suite of rooms occupied or used or so constructed, designed or adapted as to be capable of use as a separate domicile.

"Dwelling House"

Means a building containing one but not more than one dwelling.

"Duplex"

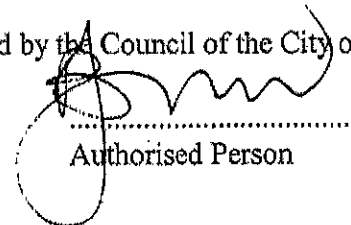
Means a building containing two but not more than two dwellings.

"Transurban Developments"

Means Transurban Developments Pty Limited.

2. No dwelling or dwelling house shall be erected or permitted to remain on the Lot burdened unless the living area (being the total area of the main building exclusive of car accommodation, external landings, patios and verandahs) of the said Dwelling or Dwelling house is equal to or greater than one hundred and fifty square metres.
3. No Dwelling or Dwelling house erected on the Lot burdened shall be used or permitted to be used for any purpose other than that of a private residence.
4. No building shall be erected or permitted to remain on the Lot burdened unless the external walls thereof are constructed of a combination of the following:
 - I. Unrendered, unpainted bricks and/or stone; or
 - II. Brick, concrete block and/or stone which has an applied coating such as painted cement render, paint or similar; or
 - III. Glass; or
 - IV. Coloured texture coated material on a fibre cement base constructed and finished to achieve a monolithic appearance similar to rendered and painted brick; or
 - V. Fibre-cement sheeting; or

Approved by the Council of the City of Maitland



.....
Authorised Person

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

Lengths are in metres

Sheet 6 of
12 Sheets

PART 2

DP1061221

Plan of Subdivision of Lot 1
in DP1061257
Covered by Subdivision Certificate
No.
of

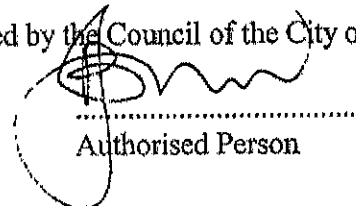
- VI. Timber; or
- VII. Concrete; or
- VIII. Aluminium.

Provided that the aggregate of the part or parts of external walls constructed of fibre-cement sheeting (unless forming part of any texture-coated material) timber, concrete, aluminium or a combination of these materials does not exceed twenty five per centum of the total area of the external walls.

- 5. No building shall be erected on or permitted to remain on the Lot burdened having what is commonly known as a "flat roof" or a roof constructed of any material other than terracotta roof tiles, concrete roof tiles, timber shingles, slate, colourbonded corrugated metal or other similar factory pre-coated corrugated metal.
- 6. No duplex shall be erected or permitted to remain on the Lot burdened unless:
 - I. the lot burdened has frontages to more than one public road; and
 - II. the duplex embodies at least two floors designed for human habitation; and
 - III. vehicular access to each Dwelling contained in the duplex is gained from different public roads.
- 7. No fence shall be erected or permitted to remain on the Lot burdened if the same:
 - I. Is erected between the building line fixed by the Council of the City of Maitland in respect of the lot burdened and any public road to which the front of the main building erected on the said lot burdened faces; or
 - II. Is erected between any street to which the lot burdened does abut and any main building erected on the lot burdened.



Approved by the Council of the City of Maitland



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Authorised Person

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

Lengths are in metres

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PART 2

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Plan of Subdivision of Lot 1
in DP1061257
Covered by Subdivision Certificate
No.
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8. With the exception of the common boundary between:

- lot 20 and lot 82 in DP 1056433, and
- lot 11 and lot 90 in DP 1056433.

No dividing fence with any other lot in the subdivision shall be erected or permitted to remain on the lot burdened if the same;

- I. Exceeds 1.8 metres in height; or
- II. Is constructed of materials other than;
 - (a) Chain wire, or
 - (b) Lapped and capped timber.

9. No dividing fence shall be erected on the lot burdened unless it is erected without expense to Transurban Developments, its successors and assigns other than the purchasers on sale.

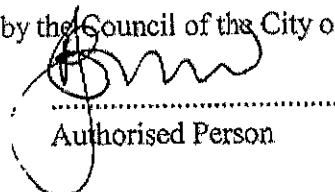
10. No plant machinery and/or other equipment including but without limiting the generality thereof any caravan, box-trailer, boat-trailer, car-trailer, unregistered motor vehicle or any part thereof shall be permitted to remain on any part of the lot burdened that is visible from a public road or place, or any part of the lot burdened, that is between the rear main building line of the lot and the public road to which that lot abuts, for a period exceeding fourteen (14) consecutive days without being removed from the lot burdened. Any such item that is removed from the lot burdened for a period of less than seven (7) consecutive days shall be deemed to have remained on the lot burdened for the period during which it was removed.

11. No structure of a temporary nature or character which is intended for habitation, including but without limiting the generality thereof, any basement, tent, shed, shack garage, trailer, camper or caravan, shall be erected or permitted to remain on the lot burdened.

12. No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building on the relevant lot burdened or to facilitate all reasonable landscaping on the said lot.



Approved by the Council of the City of Maitland



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Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS ON THE
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
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Lengths are in metres

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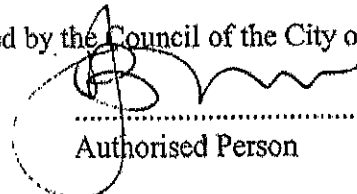
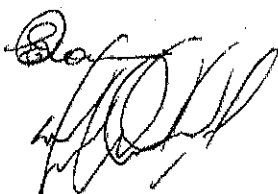
PART 2

DP1061221

Plan of Subdivision of Lot 1
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of

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13. No storage tanks (except any such tank or tanks used for oil heating purposes the heating of water or roof water storage purposes) shall be placed upon or permitted to remain on any lot burdened.
14. No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted or carried out on any lot burdened.
15. No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.
16. No advertisement hoarding sign or matter of any description shall be erected or displayed on any lot burdened, but nothing in this restriction shall prevent the proprietor of any lot burdened from displaying not more than one sign on the lot burdened advertising the fact that the relevant lot burdened is for sale PROVIDED that:
- I. Any such sign does not exceed fifteen hundred millimetres (1500mm) in width and fifteen hundred millimetres (1500mm) in height, and
 - II. Any such sign is painted and/or decorated in its entirety by a professional sign writer.
17. No motor truck, lorry or semi-trailer with a load carrying capacity exceeding two point five (2.5) tonnes shall be parked or permitted to remain on any lot burdened or any street in the subdivision unless the same is used in connection with the erection of a dwelling on the relevant lot burdened.
18. No building or construction work shall be permitted, or allowed to continue on the lot burdened unless:
- I. The lot burdened is maintained in a clean and tidy condition as is practicable having regard to the nature of the construction being carried out, and
 - II. All rubbish or refuse generated by such construction work is collected or removed from the lot burdened not less than once every four (4) weeks, and
 - III. No object or thing generated by the construction of the building on the lot burdened including but without limiting the generality thereof any spoil or builder's rubbish is deposited or permitted to remain on any lot adjoining the lot burdened.

Approved by the Council of the City of Maitland



Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS ON THE
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
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Lengths are in metres

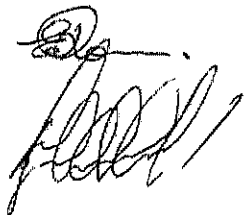
Sheet 9 of
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PART 2

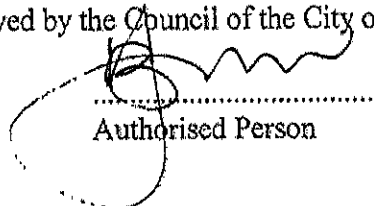
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DP1061221

Plan of Subdivision of Lot 1
in DP1061257
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of

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19. No building, apart from the main building erected on the lot burdened, shall be erected or permitted to remain on the lot burdened, unless;
- I. That building or those buildings are not visible from any public road, and/or place, or
 - II. That building or those buildings are of a design which compliments the main building erected on the lot burdened and are constructed of the same or similar materials to those used in the main building erected on the lot burdened, or
 - III. It is a garden shed which is not visible from a public road and/or place where:
 - (a) All care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places, and
 - (b) The same is constructed of metal which has been treated by the process commonly known as "colour bonding" or any similar factory pre-coated process.
20. No clothes line shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road and/or place PROVIDED ALWAYS that nothing in this restriction shall prevent the erection and maintenance of a clothesline where all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places.
21. No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened unless the same is either:
- I. Not visible from any public road and/or place; or
 - II. Is screened from any public road and/or place.
22. No radio mast and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are not visible from any public road and/or place.
23. No television mast and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are erected on the main building erected on the lot burdened.



Approved by the Council of the City of Maitland



Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS ON THE
USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
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PART 2


DP1061221

Plan of Subdivision of Lot 1
in DP1061257
Covered by Subdivision Certificate
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of

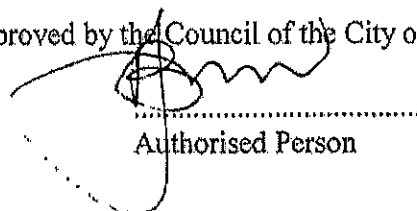
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24. No carport, covered patio, covered porch and/or covered verandah shall be erected or permitted to remain on the lot burdened unless the materials used to support the same are comprised of timber, brick or masonry.
25. No solar panels used in conjunction with the heating of water or generation of electricity shall be erected or permitted to remain on a lot burdened unless the same are either:
- I. Fixed on and parallel or close to the slope of the roof, or
 - II. Are laid flat on any part of the roof,
- of the main building erected on the lot burdened.
26. No tank or tanks used in conjunction with the heating or storage of water shall be erected or permitted to remain on the lot burdened, if the same are situated on any part of the roof of the main building erected on the lot burdened.
27. No driveway shall be constructed between the road boundary and any building erected on the lot burdened unless the driveway is constructed of a type other than stencilled concrete.
28. No building shall be permitted to remain on the lot burdened where the ground has been excavated unless seepage drains to a design and standard approved by the Council of the City of Maitland are constructed.

6. TERMS OF EASEMENT FOR WATERMAIN 4 WIDE NINTHLY REFERRED TO IN THE
ABOVENTIONED PLAN

Full and free right title liberty and licence for the Hunter Water Corporation its successors and assigns TO CONSTRUCT lay maintain repair renew cleanse inspect replace and divert or alter the position of a watermain or pipeline with apparatus and appurtenances thereof in or under the surface of such part of the land described hereinbefore as is delineated in the abovementioned plan (hereinafter called the servient tenement) and to carry



Approved by the Council of the City of Maitland



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Authorised Person

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

Lengths are in metres

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PART 2

DP1061221

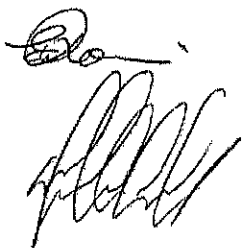
Plan of Subdivision of Lot 1
in DP1061257
Covered by Subdivision Certificate
No.
of

and convey water through the said watermain or pipeline and for the purposes aforesaid or any of them by its officers servants and or contractors with or without motor or other vehicles, plant and machinery to enter upon and break open the surface of the servient tenement and to deposit soil temporarily on the servient tenement but subject to a liability to replace the soil and to restore the surface of the said servient tenement in a proper and workmanlike manner as soon as the operations are completed.

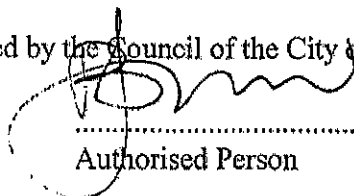
AND IT IS HEREBY DECLARED that no building shall be erected nor any structures fences or improvements of any kind shall be placed over or under that part of the lot burdened as is affected by the easement for watermain 4 wide delineated in the abovementioned plan except with the prior consent in writing of the Hunter Water Corporation and except in compliance with any conditions which the Hunter Water Corporation may specify in such consent.

NAME OF THE PERSON EMPOWERED TO RELEASE VARY OR MODIFY THE RESTRICTION ON THE USE OF THE LAND FOURTHLY, FIFTHLY, SIXTHLY AND SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS THE COUNCIL OF THE CITY OF MAITLAND.

NAME OF THE PERSON EMPOWERED TO RELEASE VARY OR MODIFY THE RESTRICTION ON THE USE OF THE LAND EIGHTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS TRANSURBAN DEVELOPMENTS PTY LIMITED WHILST EVER IT OWNS ANY LOT OR ANY PART OF A LOT IN THE REGISTERED PLAN PURSUANT TO WHICH THESE RESTRICTIONS WERE CREATED AND THEREAFTER BY THE REGISTERED PROPRIETORS OF THE LOTS CONTAINED IN THE REGISTERED PLAN PURSUANT TO WHICH THE RESTRICTIONS WERE CREATED.



Approved by the Council of the City of Maitland



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Authorised Person

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

Lengths are in metres

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PART 2

DP1061221

Plan of Subdivision of Lot 1
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No.
of

THE COMMON SEAL OF TRANSURBAN
DEVELOPMENTS PTY LIMITED
was hereunto affixed by Authority
of the Board in the presence of:



[Signature]
.....
Director

[Signature]
.....
Secretary

Signed and Sealed by the said Bank
at Canberra by its Attorney
JANET MULLINS

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
A.C.N/ 005 357 522

by its Attorney JANET MULLINS

who is personally known to me,
David Engwam DAVID
ENGWAM
4/17 LONDON CIRCUIT
CANBERRA CITY
BANK OFFICER

and I, the said Attorney state that I have not received
any notice of the revocation of the Power of Attorney
registered in the office of the Registrar General A.C.T.
Registered No. MD 74387 under which this document
is executed. *Janet Mullins*
MANAGER BUSINESS BANK FOR THE TIME BEING
OF AUSTRALIA AND NEW ZEALAND BANKING
GROUP LIMITED

Approved by the Council of the City of Maitland

[Signature]
.....
Authorised Person

REGISTERED  6/2/2004

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
 PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.**

(Sheet 1 of 10 sheets)

DP1072861

Plan of Subdivision of Lot 21 In DP1061221
 Covered by Subdivision Certificate
 No.
 of

Full name and address
 of the owner of the land

Transurban Developments Pty Limited
 GPO Box 795, Canberra, 2061

Part 1

Number of items 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 'A'	104 114 115 116 117 118 119 120 121 123, 124 131 133 134 135 141 142 143 151	103 115 to 122 inclusive 116 to 122 inclusive 117 to 122 inclusive 118 to 122 inclusive 119 to 122 inclusive 120, 121 and 122 121, 122 122 151 133, 134, 135, 136 134, 135, 136 135, 136 136 140 140, 141 140, 141, 142 140, 141, 142, 143
2	Easement To Drain Water 3 Wide 'B'	147	140, 141, 142, 143, 151
3	Restriction on the Use of Land	105 to 122 inclusive, and 125 to 148 inclusive	101 to 148 inclusive and 151
4	Restriction on the Use of Land 'E'	101 to 104 inclusive and 123, 124	Council of the City of Maitland
5	Restriction on the Use of Land 'F'	101 to 104 inclusive and 123, 124	Council of the City of Maitland

Approved by the Council of the City of Maitland

Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.**

Lengths are in metres.

(Sheet 2 of 10 sheets)

Plan:

Plan of Subdivision of Lot 21 in DP1061221
Covered by Subdivision Certificate
No.
of

DP1072861

Part 1

Number of items 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
6	Easement for Electricity Sub-Station Purposes 3.5 Wide 'H'	149	Energy Australia
7	Easement for Sewage Pumping Station 17.5 Wide 'I'	149	Hunter Water Corporation
8	Easement For Sewermain 4 Wide 'K'	149	Hunter Water Corporation
9	Restriction on the Use of Land	149	Hunter Water Corporation
10	Restriction on the Use of Land	101	Council of the City of Maitland
11	Restriction on the Use of Land	101 to 148 inclusive	101 to 148 inclusive and 151
12	Restriction on the Use of Land	101 to 148 inclusive	101 to 148 inclusive and 151
13	Restriction on the use of land	101 to 148 inclusive	Council of the City of Maitland
14	Easement To Drain Water Variable Width 'L'	149	Council of the City of Maitland

Part 2


1. Terms of Restriction on the Use of Land numbered 3 in the abovementioned plan

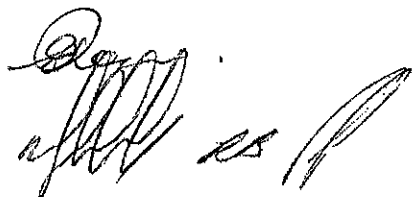
- (a) No dividing fence with any other lot in the subdivision shall be erected or permitted to remain on the lot burdened if the same:
- I. Is located between the primary street frontage and the building line, or
 - II. Exceeds 1.8 metres in height, or
 - III. Is constructed of materials other than treated timber paling or treated timber lapped and capped.

2. Terms of Restriction on the Use of Land numbered 4 in the abovementioned plan

- (a) No development including excavation or building construction or removal of trees with the exception of boundary fencing shall be permitted within the area designated 'E' on the subject plan without the prior written consent of Maitland Council.

Approved by the Council of the City of Maitland


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Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
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Lengths are in metres.

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Plan:

Plan of Subdivision of Lot 21 in DP1061221
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Part 2


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

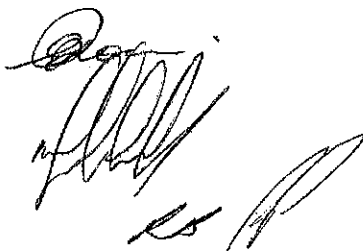
- (a) No dwelling house or part thereof, garage, or carport, garden shed or other attached or detached building shall be constructed on any lot burdened other than within the area designated 'F' on the plan.
- (b) No activity shall be permitted outside the area designated 'F' on the plan other than that permitted in the Property Plan of Management under the Threatened Species Conservation Act (includes conditions of the Rural Fire Service) or that given written approval by Department of Environmental and Conservation's National Parks and Wildlife Service and approved by the Council of the City of Maitland.
- (c) Where the subject land has a common boundary with lot 125 no dividing fence shall be erected or permitted to remain on the lot burdened if the same:
 - I. Is located between the primary street frontage and the building line , or
 - II. Exceeds 1.8 metres in height, or
 - III. Is constructed of materials other than treated timber palling or treated timber lapped and capped.
- (d) Where the subject land has a common boundary with lots 101 to 104, 123, 124, 150 or 151 or any road or reserve, no dividing fence shall be erected or permitted to remain on the lot burdened other than that permitted in the Property Plan of Management under the Threatened Species Conservation Act.

4. Terms of Easement for Electricity Substation Purposes 3.5 wide 'H' numbered 6 in the abovementioned plan

- 1 Full right leave liberty and licence over that part of the lot burdened (hereinafter referred to as the "said land") for EnergyAustralia its agents servants and workmen to:
 - 1.1 erect construct and place repair inspect maintain and remove electricity substation premises; and
 - 1.2 lay down erect construct and place repair renew inspect maintain and remove underground/overhead electric mains cables and other apparatus for the transmission of electric current and for purposes incidental thereto through under or over the said land; and also
 - 1.3 the free and uninterrupted passage of electricity and apparatus thereto appertaining through under and over the said land and the said electricity substation and electric mains when constructed.
- 2 TOGETHER WITH power for EnergyAustralia its servants agents and workmen either with our without vehicles of all descriptions to enter into and upon the said land or any part thereof for the purposes aforesaid or any of them and to make all necessary excavations for cables or other apparatus in the said land or any part thereof.
- 3 AND TOGETHER WITH FULL right leave liberty and licence to cut and trim tree roots branches or other growths and foliage which now or at any time hereafter may overhang or encroach on or are now growing or may grow in or on the said land.

Approved by the Council of the City of Maitland


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Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
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Lengths are in metres.

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Plan:

Plan of Subdivision of Lot 21 in DP1081221
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- 4 PROVIDED THAT except where Energy Australia in the course of exercising its rights hereunder removes damages breaks down or destroys any existing fence or fences on the said land Energy Australia shall not be under any obligation or in any way be bound to erect place or maintain any fence or fences on the boundaries or any other part or parts of the said land.
- 5 AND the Registered Proprietor of the lot burdened covenants with Energy Australia that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said electricity substation and cables and other apparatus or interfere with the free flow of electric current through under and over the said land AND that if any such damage or injury be done or interference be made the said Registered Proprietor will forthwith pay the cost to Energy Australia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.
- 6 AND FURTHER the Registered Proprietor of the lot burdened covenants with Energy Australia that it will not without the consent of Energy Australia alter or permit to be altered the existing levels of the said land nor will it without the like consent erect or permit to be erected any structure on above or below the said land.


Name of Authority Empowered to Release Vary or Modify the easement numbered 6 in the Plan

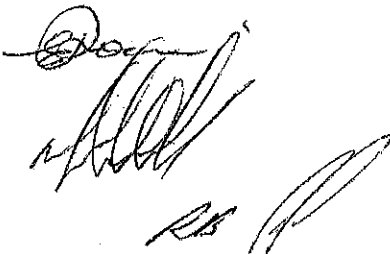
Energy Australia

5. Terms of Easement For Sewage Pumping Station 17.5 wide 'I' numbered 7 in the abovementioned plan

Full and free right title liberty and licence for the Hunter Water Corporation its successors and assigns to construct lay maintain repair renew cleanse inspect replace and alter or divert the position of a sewage pumping station sewer mains or pipelines for the conveyance of sewage and water, cables or wires to convey electricity either overhead or underground or both with all apparatus and appurtenances thereof in or under the surface of such part of the land described hereinafter as is delineated in the abovementioned plan (hereinafter called the servient tenement) and to carry and convey sewage through the said sewage pumping station and for the purposes aforesaid or any of them by its officers servants and or contractors with or without motor or other vehicles, plant and machinery to enter upon and break open the surface of the servient tenement and to deposit soil temporarily on the servient tenement but subject to a liability to replace the soil and restore the surface of the said servient tenement in a proper and workmanlike manner as soon as the operations are completed.

Approved by the Council of the City of Maitland


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Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.**

Lengths are in metres.

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Plan:

Plan of Subdivision of Lot 21 in DP1061221
Covered by Subdivision Certificate
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of

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6. Terms of Easement For Sewermain 4 wide 'K' numbered 8 in the abovementioned plan

Full and free right title liberty and licence for the Hunter Water Corporation its successors and assigns TO CONSTRUCT lay maintain repair renew cleanse inspect replace and divert or alter the position of a sewermain or pipeline with apparatus and appurtenances thereof in or under the surface of such part of the land described hereinbefore as is delineated in the abovementioned plan (hereinafter called the servient tenement) and to carry and convey sewage, water or soil through the said sewermain or pipeline and for the purposes aforesaid or any of them by its officers servants and or contractors with or without motor or other vehicles., plant and machinery to enter upon and break open the surface of the servient tenement and to deposit soil temporarily on the servient tenement buy subject to a liability to replace the soil and to restore surface of the said servient tenement in a proper and workmanlike manner as soon as the operations are completed.

7. Terms of Restriction on the Use of Land numbered 9 in the abovementioned plan


No building shall be erected to excavation or filling shall be carried out nor any structures fences or improvements of any kind placed over or under that part of the lot burdened as is affected by the easement for sewermain 4 wide delineated in the abovementioned plan except with the prior consent in writing of the Hunter Water Corporation and except in compliance with any conditions which the Hunter Water Corporation may specify in such consent.

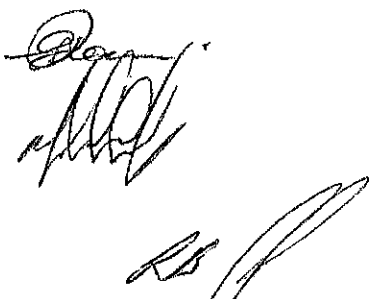
The person having the right to release, vary or modify these restrictions is the Hunter Water Corporation, its successors or assigns.

8. Terms of Restriction on the Use of Land numbered 10 in the abovementioned plan

- (a) No building shall be erected, or shall be permitted to remain if the footprint of that building is not above the 1% AEP flood storm level (at the time of construction) of the adjacent flood plain or watercourse. Any such building shall not be constructed, or be permitted to remain unless all habitable floor levels are constructed a minimum of 500mm above the 1% AEP flood storm level (at the time of construction) of the adjacent flood plain or watercourse.
- (b) No buildings are to be constructed or permitted to remain and no excavation or alteration of the surface levels will be permitted within the boundaries of the designated easement 'C'.
- (c) Where the subject land has a common boundary dividing fence adjacent to the easement designated 'C', no fence shall be erected or permitted to remain on the lot burdened if the same is constructed of materials other than of steel or timber post and wire.

Approved by the Council of the City of Maitland


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Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.**

Lengths are in metres.

(Sheet 6 of 10 sheets)

Plan:

Plan of Subdivision of Lot 21 in DP1061221
Covered by Subdivision Certificate
No.
of


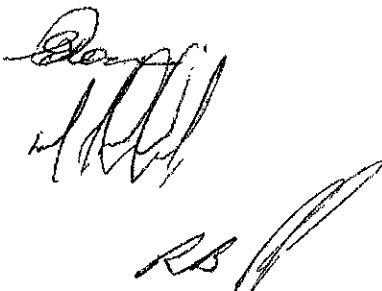
DP1072861

Part 2

9. Terms of Restriction on the Use of Land numbered 11 In the abovementioned plan

- (a) No building shall be erected or permitted to remain on the Lot burdened if the external walls are constructed of materials or a combination of materials other than:
- I. Unrendered, unpainted bricks and/or stone; or
 - II. Brick, concrete block and/or stone which has an applied coating such as painted cement render, paint or similar; or
 - III. Glass; or
 - IV. Coloured texture coated material on a fibre cement base constructed and finished to achieve a monolithic appearance similar to rendered and painted brick; or
 - V. Fibre-cement sheeting; or
 - VI. Timber; or
 - VII. Concrete;
- Provided that the aggregate of the part or parts of external walls constructed of brick, stone, cemented rendered or painted brick, or concrete or a combination of these materials is no greater than seventy per centum of the total area of the external walls.
- (b) No building shall be erected or permitted to remain on the Lot burdened if the roof is constructed:
- I. Of materials other than cement or terra cotta tiles, slate, or colourbond steel decking, or such other non reflective material, and
 - II. to a minimum pitch of less than 22 degrees from the horizontal where the roof pitch is traditional, and 12 degrees where the roof style is a skillion or similar.
- (c) No dwelling or dwelling house shall be erected or permitted to remain on the Lot burdened unless the living area (being the total area of the main building exclusive of car accommodation, external landings, patios and verandahs) of the said Dwelling or Dwelling house is equal to or greater than one hundred and eighty square metres.
- (d) No transportable, demountable, mobile or kit homes are permitted to be erected or remain on any lot burdened.
- (e) No garage shall be erected or permitted to remain on an allotment having a lot area in excess 3000 square metres if the same is attached to the main dwelling.
- (f) No garage attached to the main dwelling shall be erected or permitted to remain on a lot:
- I. if the garage is less than 0.6 metres set back from the main wall, or
 - II. if there are no windows in the garage wall facing the primary street frontage, where the garage is at 90 degrees to the front wall of the dwelling.
- (g) No triple garage attached to the main dwelling shall be erected or permitted to remain on a lot:
- I. if the double garage is less than 0.6 metres set back from the main wall, and
 - II. the third garage is less than 0.6 metres set back from the main wall, or
 - III. the third garage is attached to the rear of the dwelling.
- (h) No garage, carport, garden shed or other detached outbuilding or structure shall be constructed on any lot burdened prior to the construction of a dwelling on the lot.

Approved by the Council of the City of Maitland



.....
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.**

Lengths are in metres.

(Sheet 7 of 10 sheets)

Plan:

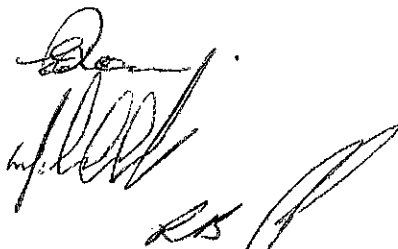
Plan of Subdivision of Lot 21 in DP1061221
Covered by Subdivision Certificate
No.
of


DP1072861

Part 2

- (i) No driveway shall be constructed between the road boundary and any building erected on the lot burdened unless the driveway is constructed of a type other than stencilled concrete
- (j) No extension, awning, pergola or other attachments to the existing building shall be:
 - constructed of materials other than those in character with, and
 - of similar standard and finish to the main dwelling erected on the lot.
- (k) No prefabricated carport or prefabricated or metal clad garage or any other garage or carport shall be constructed on any lot burdened unless it is of similar design, standard and finish to the dwelling erected on the lot.
- (l) No building, apart from the main building or detached garage erected on the lot burdened, shall be erected or permitted to remain on the lot burdened, unless;
 - I. That building or those buildings are not visible from any public road, and/or place, or
 - II. That building or those buildings are of a design which compliments the main building erected on the lot burdened and are constructed of the same or similar materials to those used in the main building erected on the lot burdened, or
 - III. It is a garden shed which is not visible from a public road and/or place where:
 - i. All care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places, and
 - ii. The same is constructed of metal which has been treated by the process commonly known as "colour bonding" or any similar factory pre-coated process.
- (m) No structure of a temporary nature or character which is intended for habitation, including but without limiting the generality thereof, any basement, tent, shed, shack garage, trailer, camper or caravan, shall be erected or permitted to remain on the lot burdened.
- (n) No building or construction work shall be permitted, or allowed to continue on the lot burdened unless:
 - I. The lot burdened is maintained in a clean and tidy condition as is practicable having regard to the nature of the construction being carried out, and
 - II. All rubbish or refuse generated by such construction work is collected or removed from the lot burdened not less than once every four (4) weeks, and
 - III. No object or thing generated by the construction of the building on the lot burdened including but without limiting the generality thereof any spoil or builder's rubbish is deposited or permitted to remain on any lot adjoining the lot burdened.
- (o) No works shall be permitted on the lots hereby burdened that results in cut and fill exceeding 1.2 metre without the prior written consent of Maitland Council
- (p) No retaining walls shall be erected or permitted to remain on the lot burdened unless the same are:
 - I. No greater than 1.2 metre in height, and
 - II. Are of materials similar to or complimentary to the materials used in the dwelling.
- (q) No retaining walls constructed of unfinished concrete block shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road and/or place.
- (r) No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building on the relevant lot burdened or to facilitate all reasonable landscaping on the said lot.
- (s) No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted or carried out on any lot burdened.

Approved by the Council of the City of Maitland




.....
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.**

Lengths are in metres.

(Sheet 8 of 10 sheets)

Plan:

Plan of Subdivision of Lot 21 in DP1061221
Covered by Subdivision Certificate
No.
of

DP1072861

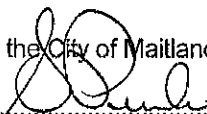
Part 2

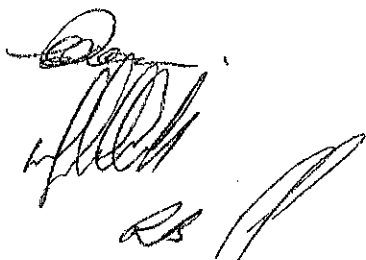
- (t) No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.
- (u) No advertisement hoarding sign or matter of any description shall be erected or displayed on any lot burdened, but nothing in this restriction shall prevent the proprietor of any lot burdened from displaying not more than one sign on the lot burdened advertising the fact that the relevant lot burdened is for sale PROVIDED that:
 - I. Any such sign does not exceed fifteen hundred millimetres (1500mm) in width and fifteen hundred millimetres (1500mm) in height, and
 - II. Any such sign is painted and/or decorated in its entirety by a professional sign writer.
- (v) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Transurban Developments Pty Limited without the consent of Transurban Developments Pty Limited or its successors other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to Transurban Developments Pty Limited or its successors other than purchasers on sale PROVIDED HOWEVER that this restriction in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the such time as Transurban Developments Pty Limited or its successors other than purchasers on sale is the registered proprietor of any land within the plan or any land immediately adjoining the land within the plan.

10. Terms of Restriction on the Use of Land numbered 12 in the abovementioned plan

- (a) No motor lorry or motor omnibus shall be regularly parked on any lot burdened unless it is wholly contained within a garage or carport built in compliance with this instrument.
- (b) No motor lorry or motor omnibus shall be parked on any road or public place within the land contained in the abovementioned plan.
- (c) No plant, machinery, building materials, and/or other equipment, including but without limiting the generality thereof any caravans, box trailer, boat, boat trailers, mobile garbage bins, air conditioning units, garden equipment, and the like, or any part thereof, shall be stored on any lot unless the same is either:
 - I. not visible from any public road and/or place; or
 - II. is screened from any public road and/or place.
- (d) No clothes line shall be erected or permitted to remain on the lot burdened unless the same is erected at the rear of the main dwelling and is not visible from any public road and/or place PROVIDED ALWAYS that nothing in this restriction shall prevent the erection and maintenance of a clothesline where all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places.
- (e) No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened unless the same is either:
 - I. Not visible from any public road and/or place; or
 - II. Is screened from any public road and/or place.
- (f) No radio mast, satellite dishes and/or television or other antennas shall be erected or permitted to remain on the lot burdened unless the same are:
 - I. Not visible from any public road and/or place, and
 - II. Erected on and at the rear of the main building erected on the lot burdened.
- (g) No covered patio, covered porch and/or covered verandah shall be erected or permitted to remain on the lot burdened unless the materials used to support the same are comprised of the same materials to those used in the main building erected on the lot burdened.

Approved by the Council of the City of Maitland


.....
Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.**

Lengths are in metres.

(Sheet 9 of 10 sheets)

Plan: Plan of Subdivision of Lot 21 in DP1061221
Covered by Subdivision Certificate
No.
of

DP1072861

Part 2

- (h) No solar panels used in conjunction with the heating of water or generation of electricity shall be erected or permitted to remain on a lot burdened unless the same are either:
- I. Fixed on and parallel or close to the slope of the roof, or
 - II. Are laid flat on any part of the roof, of the main building erected on the lot burdened.
- (i) No tank or tanks used in conjunction with the heating or storage of water or storage of heating oil shall be erected or permitted to remain on the lot burdened, unless the same are:
- I. Not situated on any part of the roof of the main building erected on the lot burdened, and
 - II. Not visible from any public road and/or place; or
 - III. Is screened from any public road and/or place.
- (j) No storage tanks (except any such tank or tanks used for oil heating purposes, the heating of water, or roof water storage purposes) shall be placed upon or permitted to remain on any lot burdened.

For the purposes of restrictions (a) and (b):

"Motor Lorry" means any motor vehicle which is constructed principally for the conveyance of goods or merchandise or for the conveyance of any kind of materials used in any trade, business or industry, or for use in any work whatsoever other than the conveyance of persons.

"Motor Omnibus" means any motor car fitted or equipped or constructed so as to seat more than 8 adult persons and in respect of which payment is received for the conveyance of any passengers along a public street.


11. Terms of Restriction on the Use of Land numbered 13 in the abovementioned plan

No cats shall be permitted to be kept or remain on any lot burdened.

NAME OF THE PERSON EMPOWERED TO RELEASE VARY OR MODIFY THE RESTRICTIONS ON THE USE OF THE LAND FOURTHLY, FIFTHLY, TENTHLY AND THIRTEENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS THE COUNCIL OF THE CITY OF MAITLAND.

NAME OF THE PERSON EMPOWERED TO RELEASE VARY OR MODIFY THE RESTRICTIONS ON THE USE OF THE LAND THIRDLY, ELEVENTHLY, AND TWELTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS TRANSURBAN DEVELOPMENTS PTY LIMITED WHILST EVER IT OWNS ANY LOT OR ANY PART OF A LOT IN THE REGISTERED PLAN PURSUANT TO WHICH THESE RESTRICTIONS WERE CREATED AND THEREAFTER BY THE REGISTERED PROPRIETORS OF THE LOTS CONTAINED IN THE REGISTERED PLAN PURSUANT TO WHICH THE RESTRICTIONS WERE CREATED.

Approved by the Council of the City of Maitland


.....
Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.**

Lengths are in metres.

(Sheet 10 of 10 sheets)

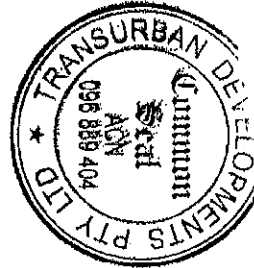
Plan:

Plan of Subdivision of Lot 21 in DP1061221
Covered by Subdivision Certificate
No.
of

DP1072861

Part 2

THE COMMON SEAL OF TRANSURBAN
DEVELOPMENTS PTY LIMITED
was hereunto affixed by Authority
of the Board in the presence of:



.....
Director
(PAUL ANDREW ROSIN)

.....
Secretary
(BILL GALEFF)

Signed and Sealed by the said Bank
at Canberra by its Attorney

JANET MARGUERITE MULLINS

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

A.C.N. 003 357 522

by its Attorney JANET MARGUERITE MULLINS

who is personally known to me,
DAVID ENGLAND
4/17 LONDON CIRCUIT
CANBERRA CITY
BANK OFFICER

and I, the said Attorney state that I have not received
any notice of the revocation of the Power of Attorney
registered in the office of the Registrar General A.C.T.
Registered No. MD 74387 under which this document
is executed. JAO Mullins
MANAGER BUSINESS BANK FOR THE TIME BEING
OF AUSTRALIA AND NEW ZEALAND BANKING
GROUP LIMITED

HUNTER WATER CORPORATION
by its attorney

RUSSELL WILLIAM PASCOE

pursuant to Power of Attorney

Book... 9265 No... 738

Signed in my presence by its
Attorney who is personally known
to me.

.....
Witness

RONALD BROOKS

Name of Witness

116 TIRRIKI STREET

CHARLESTOWN

Address of Witness

Approved by the Council of the City of Maitland

.....
Authorised Person





Certificate No.: PC/2019/2327

Certificate Date: 04/09/2019

Fee Paid: \$53.00

Receipt No.: 540772

Your Reference: 2000N-32672

SECTION 10.7 PLANNING CERTIFICATE

Environmental Planning and Assessment Act, 1979 as amended

APPLICANT:	ESS + Global X ess@thesearchpeople.com.au
PROPERTY DESCRIPTION:	85 Bolwarra Park Drive BOLWARRA HEIGHTS NSW 2320
PARCEL NUMBER:	43287
LEGAL DESCRIPTION:	Lot 102 DP 1072861

IMPORTANT: Please read this Certificate carefully.

This Certificate contains important information about the land described above.

Please check for any item, which could be inconsistent with the proposed use or development of the land. If there is anything you do not understand, please contact Council by phoning (02) 4934 9700, or personally at Council's Administration Building at 285-287 High Street, Maitland.

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

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

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

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

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

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

1. Local Environmental Plan (LEP)

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

Exhibited draft Local Environmental Plans

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

Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

Development Control Plan prepared by the Director General

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

State Environmental Planning Policies

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

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

- SEPP21 Caravan Parks
- SEPP (Mining, Petroleum Production and Extractive Industries) 2007
- SEPP (State and Regional Development) 2011
- SEPP33 Hazardous and Offensive Development
- SEPP36 Manufactured Home Estates
- SEPP44 Koala Habitat Protection
- SEPP50 Canal Estate Development
- SEPP (Housing for Seniors or People with a Disability) 2004
- SEPP55 Remediation of Land
- SEPP Affordable Rental Housing 2009
- SEPP Building Sustainability Index: BASIX 2004
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Infrastructure) 2007
- SEPP (Miscellaneous Consent Provisions) 2007
- SEPP64 Advertising and Signage
- SEPP Primary Production and Rural Development
- SEPP65 Design Quality of Residential Apartment Development
- SEPP70 Affordable Housing (Revised Schemes)
- SEPP Vegetation in Non Rural Areas 2017

- SEPP (Educational Establishments and Child Care Facilities) 2017
- SEPP (Coastal Management) 2018

Draft State Environmental Planning Policies

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

Draft State Environmental Planning Policy (Infrastructure) Amendment (Review) 2016

The draft policy amends the existing SEPP by including new provisions for health services facilities, correctional centres, emergency and police services, public administration buildings, and council services on operational lands. The draft policy coincides with the development of the new State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017.

Review of State Environmental Planning Policy 44 - Koala Habitat Protection

The proposed amendment to this SEPP will update the controls to better protect koala habitat. The update will bring the SEPP into line with the current planning system and support councils to prepare comprehensive plans of management. The amendments will also improve the application of the SEPP by recognising the extent of tree species important to koalas.

2. Zoning and land use under relevant LEPs

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

R5 Large Lot Residential

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

R5 Large Lot Residential

a) Purpose/Objective

- To provide residential housing in a rural setting while preserving, and minimising impacts on, environmentally sensitive locations and scenic quality
- To ensure that large residential lots do not hinder the proper and orderly development of urban areas in the future
- To ensure that development in the area does not unreasonably increase the demand for public services or public facilities
- To minimise conflict between land uses within this zone and land uses within adjoining zones

b) Permitted with Consent

Bed and breakfast accommodation; Building identification signs; Business identification signs; Dual occupancies; Dwelling houses; Home-based child care; Home industries; Neighbourhood shops; Oyster aquaculture; Pond-based aquaculture; Roads; Tank-based aquaculture; Any other development not specified

In Item 2 or 4

c) Permitted without Consent

Home occupations

d) Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Exhibition villages; 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; Places of public worship; Public administration buildings; Recreation facilities (Indoor); Recreation facilities (major); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies.

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

For the land zoned R5 Large Lot Residential the Maitland LEP 2011 does not contain a development standard specifying the land dimensions required to permit the erection of a dwelling house on the land.

f) Critical Habitat

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

g) Conservation Area

The land IS NOT in a Heritage Conservation Area.

h) Item of Environmental Heritage

The land does NOT contain an item of Environmental Heritage.

3. Complying Development

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

Complying development under the **Low Rise Medium Density Housing Code and Greenfield Housing Code** may not be carried out on the land as it is not within an applicable zone.

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

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

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

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

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

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

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

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

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

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

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

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

5. Coal Mine Subsidence Compensation Act 2017

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

6. Road widening and road realignment

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

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

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

All land within the Maitland Local Government Area has the potential to contain

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

The Council has adopted a Contaminated Lands Policy to provide a framework to appropriately manage land contamination risk through the land use planning process. This Policy seeks to ensure that changes in land use will not increase the risk to human health or the environment. The Policy applies to all land in the Maitland Local Government Area.

7A. Flood Related Development Controls

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

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

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

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

8. Land Reserved for Acquisition

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

9. Contribution Plans

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

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

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

9A. Biodiversity Certified Land

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

10. Biodiversity Stewardship Sites

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

10A. Native Vegetation clearing set asides

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

11. Bushfire Prone Land

The land is mapped as bushfire prone land and as such restrictions may apply to new development on this land.

12. Property vegetation plans

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

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

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

14. Directions under Part 3A

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

15. Site Compatibility Certificate and Conditions for Seniors Housing

a) Site Compatibility Certificate

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

b) Conditions of Development Consent since 11 October 2007

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

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

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

17. Site compatibility certificates and conditions for affordable rental housing

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

18. Paper subdivision information

There is no development plan that applies to the:

- 1) Land or that is proposed to be subject to a consent ballot

2) There is no subdivision order that applies to the land.

19. Site verification certificates

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

20. Loose-fill asbestos insulation

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

21. Affected building notices and building product rectification orders

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

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

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

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

Contaminated Land

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

David Evans
General Manager



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



MRM Lawyers

N/A

N/A

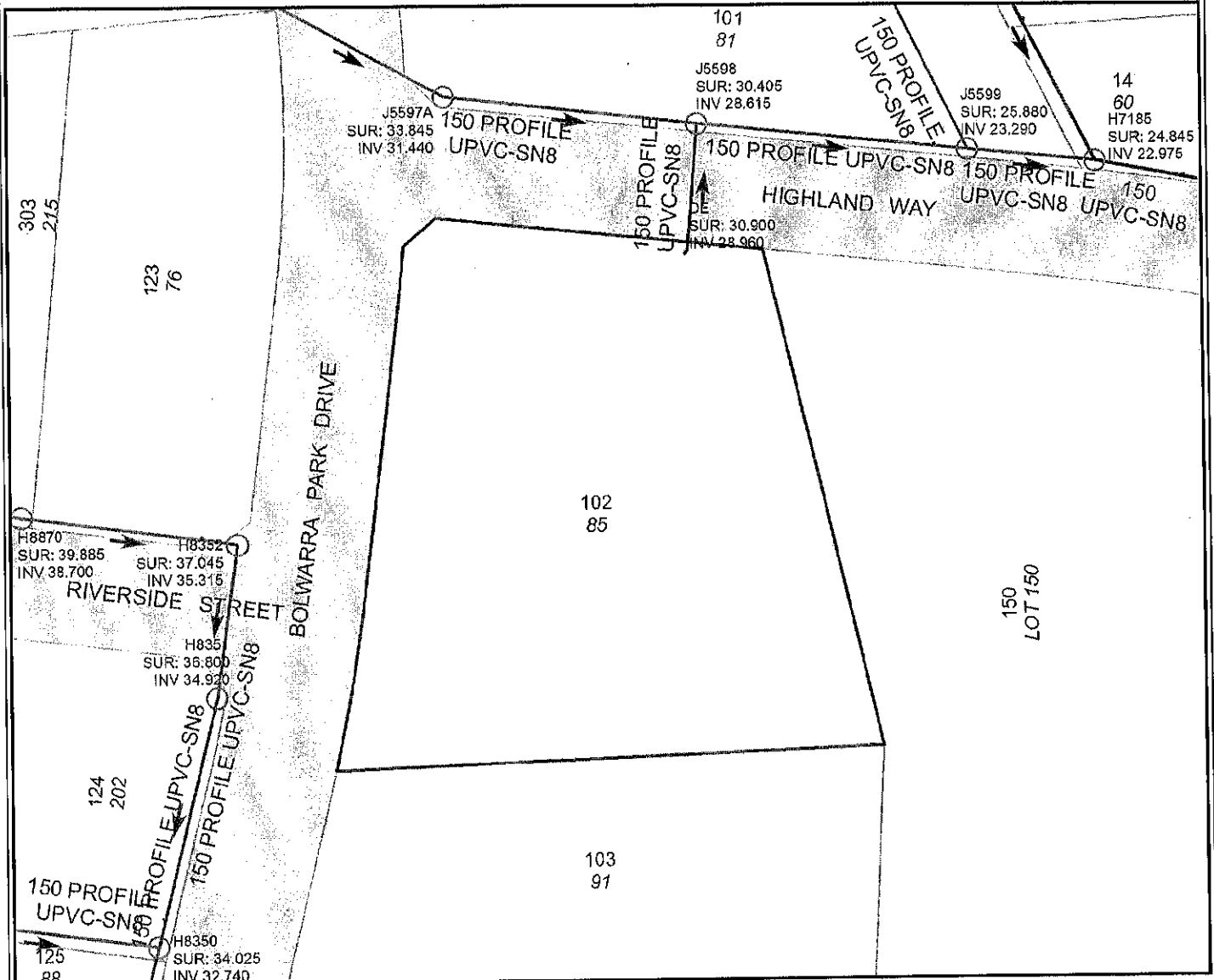
APPLICATION NO.: 2143103159

APPLICANT REF: P OR-MTMCV0EEIUFS9

RATEABLE PREMISE NO.: 7670120768

PROPERTY ADDRESS: 85 BOLWARRA PARK DR BOLWARRA HEIGHTS 2320

LOT/SECTION/DP:SP: 102 /DP 1072861



SEWER POSITION APPROXIMATE ONLY.
SUBJECT PROPERTY BOLDED.
ALL MEASUREMENTS ARE METRIC.

IF A SEWERMAIN IS LAID WITHIN THE BOUNDARIES OF THE LOT, SPECIAL REQUIREMENTS FOR THE PROTECTION OF THE SEWERMAIN APPLY IF DEVELOPMENT IS UNDERTAKEN. IN THESE CASES, IT IS RECOMMENDED THAT YOU SEEK ADVICE ON THE SPECIAL REQUIREMENTS PRIOR TO PURCHASE. PHONE 1300 657 657, FOR MORE INFORMATION.

IMPORTANT:
IF THIS PLAN INDICATES A SEWER CONNECTION IS AVAILABLE OR PROPOSED FOR THE SUBJECT PROPERTY, IT IS THE INTENDING OWNERS RESPONSIBILITY TO DETERMINE WHETHER IT IS PRACTICABLE TO DISCHARGE WASTEWATER FROM ALL PARTS OF THE PROPERTY TO THAT CONNECTION.

ANY INFORMATION ON THIS PLAN MAY NOT BE UP TO DATE AND THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR ITS ACCURACY.

Date: 4/09/2019

Scale at A4: 1:1,000

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SEWER/WATER/RECYCLED WATER
UTILITY DATA
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