

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Ren Property</b> <b>98 Hannell Street, Wickham, NSW 2293</b>	<b>Mobile: 0412 867 777</b> Agent: David Podmore Email: david@ren.com.au
co-agent		
vendor	<b>Suman Kumar Mukherji and Jayashree Mukhopadhyay</b> <b>4 Isabel Close, Cherrybrook NSW 2126</b>	
vendor's solicitor	<b>Ai Legal</b> <b>PO Box 831 Blacktown NSW 2148</b>	<b>Phone: 02 9676 2664</b> <b>Email: mail@ailegal.com.au</b> <b>Ref: Aydin Acar</b>
date for completion land (address, plan details and title reference)	<b>See Special Conditions</b> <b>Proposed Lot 410 Lilac Avenue/Linaria Way, Lochinvar, New South Wales 2321</b> <b>Registered Plan: Lot Part Lot 268 Section 1271229 and Part 13 Plan DP 1274178</b> <b>Folio Identifier Part Lot 268/1271229 and Part 13/1274178</b>	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input checked="" type="checkbox"/> none <input checked="" type="checkbox"/> other: Vacant Land	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	_____ (10% of the price, unless otherwise stated)
balance	
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent

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

## SIGNING PAGE

VENDOR	PURCHASER
<p><b>Signed by</b></p> <p>_____ Vendor <b>Suman Kumar Mukherji</b></p> <p>_____ Vendor <b>Jayashree Mukhopadhyay</b></p>	<p><b>Signed by</b></p> <p>_____ Purchaser</p> <p>_____ Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>	<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>

### Choices

- Vendor agrees to accept a **deposit-bond**  NO  yes
- Nominated *Electronic Lodgment Network (ELN)*** (clause 4) PEXA
- 
- Manual transaction** (clause 30)  NO  yes  
(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

- Land tax** is adjustable  NO  yes
- GST:** Taxable supply  NO  ~~yes in full~~  yes to an extent
- Margin scheme will be used in making the taxable supply  NO  yes

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**: **\$0.00**

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

Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): **\$0.00**

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input checked="" type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input checked="" type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract <b>Other</b> <input type="checkbox"/> 60
<b>Home Building Act 1989</b> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <b>Swimming Pools Act 1992</b> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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



# Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

<b>VENDOR</b>	Suman Kumar Mukherji and Jayashree Mukhopadhyay
<b>PROPERTY</b>	Proposed Lot 410 in an unregistered Plan of Subdivision of Lot 268 in DP 1271229 and Lot 13 in DP1274178

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please specify scheme type:

DETAILS					
Completion	21 days after the satisfaction of the Conditions Precedent.	Refer to clause(s):	Clause 33		
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Refer to clause(s):	Clauses 48, 49 and 51
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Clause 34		
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	DA 18-456		
Has a principal certifying authority been appointed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Provide details:			
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Clause 48		

ATTACHMENTS (s66ZM(2) of the Conveyancing Act 1919)	
The following prescribed documents are included in this disclosure statement ( <i>select all that apply</i> ).	
<input checked="" type="checkbox"/> draft plan <input checked="" type="checkbox"/> s88B instrument proposed to be lodged with draft plan <input type="checkbox"/> proposed schedule of finishes <input type="checkbox"/> draft strata by-laws <input type="checkbox"/> draft strata development contract	<input type="checkbox"/> draft community/precinct/neighbourhood/management statement <input type="checkbox"/> draft community/precinct/neighbourhood/development contract <input type="checkbox"/> draft strata management statement <input type="checkbox"/> draft building management statement

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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



- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

## 11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

## 12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- Purchaser
- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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

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

## 24 Tenancies

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

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

## 25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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



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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

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## Additional conditions to Contract for sale of land

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### 33 Completion

- (a) Completion of the Contract shall take place on the later of :
  - i. Twenty one (21) days after the satisfaction of the Conditions Precedent pursuant to this contract; and
  - ii. Twenty one (21) days after the date of this contract.
  
- (b) If either party serves on the other a Notice to Complete, the party served shall not object to the notice on the ground that the time stipulated for completion is unreasonable if that time is not less than 14 days (336 hours) after the time of service of the notice. Without affecting any other right, a party who has issued a Notice to Complete can, by further notice given at least 72 hours before expiration of the Notice to Complete, withdraw it or extend it once by 7 days.
  
- (c) If a Notice to Complete was justified then the issuing party shall be entitled to an allowance of \$330.00 for the cost of such notice.

### 34 Failure to Complete by Completion Date

- (a) The purchaser shall pay to the vendor on completion in addition to the price an amount equal to:  $10\% \times \text{price} \times \text{delay days} \div 365 \text{ days}$ .
  
- (b) "Delay days" means any days by which completion is delayed through no fault of the vendor.
  
- (c) "Price" in this clause shall be appropriately adjusted for any relevant period during which any part of the price has been released to the vendor.

### 35 Tax File Number

- (a) If the deposit is to be invested, the purchaser must notify the vendor's deposit holder of the purchaser's tax file number within five (5) business days after the date of this contract.
  
- (b) If the purchaser fails to notify the tax file number within the time specified, then all interest earned on the deposit must be paid to the vendor.

### 36 Acknowledgements

The purchaser represents and warrants to the vendor that:

- (a) in entering into this contract, the purchaser has not relied on any representations or warranties about the subject matter of this contract including, without limitation, any representations or warranties except as set out in this contract as to the fitness or suitability for any purpose of the Property or as to

any financial return or income to be derived from the Property or as to whether the Property is contaminated; and

- (b) in entering into this contract, the purchaser has relied on its own enquiries relating to and inspections of the Property including any geotechnical enquiries; and
- (c) the Purchaser will make their own investigations regarding the contours/ levels of the Property and any adjacent Property and any latent defects in the Property and it has not relied on any representation of the vendor in this regard.
- (d) the purchaser was not induced to enter into this contract by any warranty, representation or conduct of the type referred to in sub-clause (a), (b), (c) and (d) above and the purchaser will not make any objection, requisition or claim whatsoever in relation to the matters referred to in the subclauses of this clause above.

### **37 Objections or Requisitions**

Notwithstanding the provisions of conditions 6, 7 and 8, any claim for compensation shall be deemed to be an objection or requisition for the purpose of condition 8 entitling the vendor to rescind this contract.

### **38 Requisitions on Title**

The purchaser agrees that the only form of requisitions on title the purchaser may make pursuant to clause 5 shall be the Requisitions on Title attached to this contract and the purchaser accepts the answers to such requisitions annexed hereto.

### **39 Fencing**

The purchaser acknowledges that they will not at any time make a claim on the vendor in relation to any contributory or otherwise costs regarding fencing under the Dividing Fences Act 1991.

### **40 Estate Agent**

The purchaser hereby warrants that he has not been introduced to the property by the efforts, whether direct or indirect, of any commission agent except the agent (if any) referred to in the particulars and shall indemnify the vendor in respect of any claim made by any agent for commission arising from any such introduction in breach of this warranty.

### **41 Caveat by purchaser**

- (a) The purchaser may lodge a caveat to protect its interests under this Contract provided that it does not prohibit the registration of the documents required to be registered on title to satisfy the Conditions Precedent.
- (b) The purchaser irrevocably appoints the vendor as its attorney solely in relation to executing a form of Withdrawal of Caveat for the Property after seven days of requesting the same from the purchaser and

not receiving the same where this contract is terminated or rescinded. This clause survives the termination or rescission of the contract.

- (c) The purchaser must, in the event that the vendor is delayed by a caveat lodged by the purchaser in registering anything on title that is required to be registered to satisfy the Conditions Precedent, provide to the vendor either a withdrawal of caveat or caveator's letter of consent to facilitate the vendor to register such document required.

#### 42 FIRB Warranty

- (a) The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (Cth) do not apply to the purchaser or to this contract.
- (b) In the event of breach of the warranty in subclause (a) above, the Purchaser will indemnify the Vendor against any penalties, fines, legal costs, claims, loss or damage suffered in connection with that breach.

#### 43 Amendments to Printed Conditions

- (a) to the extent that these conditions are inconsistent with the Contract For Sale of Land ("printed conditions") than these conditions prevail to the extent of any inconsistency.
- (b) Clause 7.1.1 of the printed conditions is amended by replacing 5% with 1%.
- (c) Clause 28.3 of the printed conditions is deleted
- (d) in the event that there is not an agent listed on this contract than the *deposit holder* will be a solicitor, conveyance or licensed real estate agent appointed by the vendor.

#### 44 Services

The purchaser will, at the purchaser's expense, be responsible for the installation and/or amplification of all services to connect to those provided in the property and for any others including amplification of services to those provided pursuant to the vendors obligations to Council or any other authority.

#### 45 Mine Subsidence

If the property is in a mine subsidence area as designated by the mine subsidence board, the purchaser may rescind this contract and clause 19 applies if the owner of the improvements on the Property is not entitled to claim compensation from the Mine Subsidence Board in respect of the damage to the Property and/or improvements arising from mine subsidence and written communication from the Mine Subsidence Board to that effect will be conclusive evidence for the purposes of this clause.

#### 46 Cooling Off Period.

In the event that this contract is a contract regarding residential property than the purchaser must on or prior to the date of contract provide to the vendor a certificate in accordance with s66W of the Conveyancing Act (NSW) 1919.

#### 47 Encumbrances

- (a) The property is sold subject to all registered dealings on title except for any encumbrance that is to be discharged at completion.
- (b) If a mortgage or charge is shown on the folio for the Property that would prevent the registration of the Transfer to the purchaser the vendor will provide in registrable form a discharge, release or withdrawal of the applicable mortgage, charge, caveat or encumbrance and the vendor will allow at completion the registration fees for such discharge or withdrawal.

#### 48 Conditions Precedent

- (a) The obligations of the vendor to sell and the purchaser to purchase the property are subject to fulfillment of the following conditions:
  - i. The registration of the Plan of Subdivision by the Registrar General thereby creating the Property (**“the Plan Registration Condition”**) on or before the date that is eighteen (18) months after the date of this contract (**“the Plan Registration Sunset Date”**).
  - ii. The vendor sending a notice to the purchaser that it has registered with NSWLRS prior to completion, documentation in registrable form which will, upon registration with the Registrar General, release the Property from the operation of the Voluntary Planning Agreements (**“the VPA Condition”**) by the Plan Registration Sunset Date.  
  
(**“the Conditions Precedent”**)
- (b) The parties agree that the Condition Precedent is for the benefit of the parties as follows:
  - i. the Plan Registration Condition- the vendor
  - ii. the VPA Condition- the vendor

#### 49 Matters pertaining to the Conditions Precedent

- (a) The parties must act in good faith and cooperate with each other to assist each other to satisfy the Conditions Precedent promptly after the date of this contract and in any event on or prior to the dates detailed herein.
- (b) The vendor may extend the Plan Registration Sunset Date by a further six months (in addition to any other rights of extensions detailed in this contract) by sending a written notice to the purchaser detailing such extension.
- (c) Clause 29 applies to the Conditions Precedent with the following amendments:
  - i. Clause 29.6 is replaced with the following:  
  
“In the event that an event involves an approval which is determined and the determination involves a condition that is unacceptable to a party who has the benefit of the provision than the party having the benefit of the condition may rescind within ten (10) business days after receipt of the determination of the consent containing the unsatisfactory condition.”

- ii. The following words are inserted on the first line of clause 29.7.3 after the second appearance of the words “the date for completion ”:

“(with any reference to the event that has not occurred deleted).”

- (d) The parties acknowledge that the Vendor intends on the date of this deed to lodge two plans in order to create the property by virtue of the Plan of Subdivision.
- (e) In this deed where changes are permitted to a Plan of Subdivision, these conditions are taken to refer to any plans of subdivision contained herein and includes any associated instrument including a 88B instrument.

**50** In the event that this contract is rescinded pursuant to clause 29 then from the date of rescission:

- (a) each party is relieved of any further obligations under this contract; and
- (b) no party will have a claim against the other except for antecedent breaches of this contract; and
- (c) clause 19.2 shall apply.

**51 Permitted Extensions**

- (a) In addition to any other rights of extension under this contract, the vendor may extend the Plan Registration Sunset Date, by the commensurate amount of delay incurred as a result of any of the following:
  - i. inclement weather and any necessary dry out period; and
  - ii. a shortage of equipment or material necessary to complete the subdivision which could not have been reasonably foreseen by the vendor; and
  - iii. an alteration to the subdivision works required by Council or other statutory authority or delay by Council or other statutory authority; and
  - iv. an act of God; and
  - v. any delay by any authority if providing the necessary approvals to the vendor; and
  - vi. any events outside the reasonable control of the vendor.

**52 Changes to the Plan of Subdivision**

Changes to the Plan of Subdivision may be required by Council, the Registrar General of the Land and Property Information (or superseded body), the vendor or anyone else who has to approve the Plan of Subdivision. The purchaser will not object to any change that does not have a material adverse effect on the purchaser’s use and enjoyment of the lot, the subject of this contract, or the following changes to the plan of subdivision:

- (a) the numbering of the lot;
- (b) an alteration in any length or area by a reduction in such length or area of up to 3%;
- (c) any further consolidation and/or subdivision of the proposed lots detailed in the plan of subdivision excluding the Property;
- (d) the number, numbering, position and dimension of other lots;

- (e) any changes permitted by printed clause 28, so that the above words shall not affect the meaning of that clause;

### **53 Changes to Documents**

- (a) All documents, copies of which are annexed to this contract, may not be in a final form when this contract is entered into. The vendor may change any document which it considers appropriate or necessary, is required by any Authority or financier.
- (b) The purchaser will make no objection if the final document registered or entered into differs from the copy annexed to this contract.
- (c) Subject to the other provisions of this contract, the purchaser may rescind if the difference is not minor and has a materially adverse effect on the Property. The Plan of Subdivision and 88B instrument accompanying the Plan of Subdivision is deemed to be acceptable to the Purchaser on the date that is two (2) business days after the vendor serves a copy of the notification of the registration of the Plan of Subdivision on the purchaser.

### **54 Drainage, Easements and Restrictions as to User**

The Property is sold subject to restrictions as to user and easements for drainage and services to be created upon the registration of the Plan of Subdivision. The purchaser shall make no requisition, objection or claim for compensation in respect of any such easements or restrictions that are required to obtain the final approval or consent of any body or authority, or to enable registration of the Plan of Subdivision, or as disclosed and/or permitted in this contract, or which are a minor change to the Plan of Subdivision.

### **55 Services on the Land**

- (a) In the subdivision creating the Property there will be provision in accordance with the authorities requirements for
  - i. A point of connection for a low voltage supply of power;
  - ii. A junction for sewer; and
  - iii. Water mains for water supply; and
  - iv. Conduits and pits to facilitate the future owner's of the Property to apply for a telecommunications connection at a later date.
- (b) The purchaser will, at the purchaser's expense, be responsible for the installation and/or amplification (if required) of all services to connect to those provided by the vendor.
- (c) The vendor intends on the date of this deed to construct the sewer mains substantially in accordance with the draft sewer plans annexed. The parties acknowledge that the vendor may amend these draft plans provided that a connection point for the respective sewer mains is available for the Property to connect to at their own cost at a later date.

### **56 Rates**



(a) If separate council rates assessments have not issued for the Property by the date that is 3 business days prior to the Completion Date, then for the purposes of clause 14, the rates for each respective parcel of Property the subject of this contract are deemed to be as follows:

- i. Council Rates applicable to the Property-  
\$500 per rating cycle/quarter

and such rates are deemed to have been paid and shall be adjusted accordingly.

(b) Notwithstanding any other clause in this contract, the vendor must pay within the time limited for payment, all assessments affecting the property in respect of council rates and water rates for the rating three monthly cycle (council rates) or four monthly cycle (water rates), as applicable, in which the Completion Date falls, and the purchaser shall upon completion of this contract, accept this undertaking and shall make no objection, requisition or delay completion of this contract by reason of such rates being undischarged.

#### **57 Planning Certificate**

- (a) The Purchaser acknowledges that the Property is derived from a subdivision of the Precedent Land, as detailed on the front page of this contract.
- (b) Subsequent to registration of the plan of subdivision with the Registrar General the Property will be allocated by Council an individual planning certificate.
- (c) The purchaser warrants that they are familiar with the planning certificates for the Precedent Land and in particular have satisfied themselves of the extent that the planning certificates of the Precedent Land apply to the Property, the vendor is not under any obligation to provide the purchaser with a planning certificate specific to the Property.

#### **58 Electronic Settlement**

- (a) If the parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law by written notice to each other this clause will apply.
- (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically and there is a recognized exemption (together with a copy thereof) at which time the matter will proceed

as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement and each party shall pay their own costs.

- (c) In the event the parties have elected to conduct the matter via PEXA, within seven (7) days of exchange or in the event that this contract is of an unregistered lot, within seven (7) days after the registration of the plan of subdivision creating the Property, the vendor will create and populate an electronic workspace for the matter, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may create the workspace.
- (d) Within two (2) business days of receipt of the invitation to join the workspace the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join the workspace.
- (e) The purchaser must stamp and validate the transfer within five (5) business days after the date of the creation of the PEXA workspace. This is an essential term of the contract solely for the benefit of the Vendor.
- (f) Anything that cannot be delivered electronically and the other party is entitled to receive at settlement (including an order on the agent, bank guarantees or relevant lease documentation) must be provided to the other party (if a document) in scan form prior to completion by loading into the PEXA workspace and if the original is required by posting to the other party to hold in escrow prior to completion together with an irrevocable authority to release the original document to the other party following financial completion. In the event that a party requests in writing that a document be returned as settlement has not completed as planned, the other party must immediately return the document to the requesting party.
- (g) Each party must undertake its best endeavours to:
  - (i) the settlement by the date that is ten (10) business days prior to the completion date and they must ensure any bank associated with their role in the contract also accepts the settlement time by the date that is ten (10) business days prior to the completion date; and
  - (ii) ensure that all documents are completed and stamped and all financial matters are complete (other than the loading of funds) the day prior to completion.
- (h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

## 59 Residential Withholding of GST – NOTICE

NOT USED

## 60 Guarantee (Company Purchaser)

For the purposes of this contract, "Guarantor" means the person or persons who are officers of the purchaser company and who have witnessed or signed this contract for the purchaser or who have otherwise indicated that they give this guarantee.

The Guarantor gives this guarantee and indemnity in consideration of the vendor agreeing to enter into this contract.

The Guarantor unconditionally and irrevocably guarantees to the vendor the due and punctual performance and observance by the purchaser of the purchaser's obligations under this contract.

As a separate undertaking the Guarantor unconditionally and irrevocably indemnifies the vendor against all liability or loss arising from and any expenses incurred in connection with, a breach by the purchaser of this contract. It is not necessary for the vendor to incur expense or make payment before enforcing that right of indemnity.

As a separate undertaking the Guarantor unconditionally and irrevocably indemnifies the vendor against all liability or loss arising from, and any expenses incurred in connection with, a representation or warranty by the purchaser in this contract being incorrect or misleading.

The Guarantor waives any right it has of first requiring the vendor to commence proceedings or enforce any other right against the purchaser or any other person before claiming under this guarantee and indemnity.

The liabilities of the Guarantor under this clause as a guarantor indemnifier or principal debtor and the rights of the vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including but not limited to, one or more of the following:

- (a) the vendor granting time or indulgence to, compounding or compromising with or releasing the purchaser;
- (b) acquiescence, delay, acts, omissions or mistakes on the part of the vendor;
- (c) any novation of the right of the vendor;
- (d) any variation of this contract, or
- (e) the validity or unenforceability of an obligation of a person other than the Guarantor.

The Guarantor may not without the consent of the vendor:

- (a) raise a set off or counterclaim available to it or the purchaser against the vendor in reduction of its liability under this guarantee and indemnity;
- (b) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee held by the vendor in connection with this contract; or
- (c) prove in competition with the vendor if a liquidator, provisional liquidator, receiver, official manager or trustee in bankruptcy is approved in respect of the purchaser or the purchaser is otherwise unable to pay the purchaser's debts when they fall due.

If a claim that a payment or transfer to the vendor in connection with this contract or this guarantee or indemnity is void or voidable (including, but not limited to), a claim under laws relating to liquidation, insolvency or protection of creditors) is upheld, conceded or comprised, then the vendor is entitled immediately as against the Guarantor to the rights to which it would have been entitled under this guarantee and indemnity, if the payment or transfer had not occurred.

This clause is an essential term of this contract.

If there is more than one person constituting the Guarantor then they give these covenants jointly and severally.

Signed by the Guarantor )  
In the presence of: ) .....  
Guarantor

.....  
Witness

Signed by the Guarantor )  
In the presence of: ) .....  
Guarantor

.....  
Witness

Schedule One- Plan of Subdivision (Property)

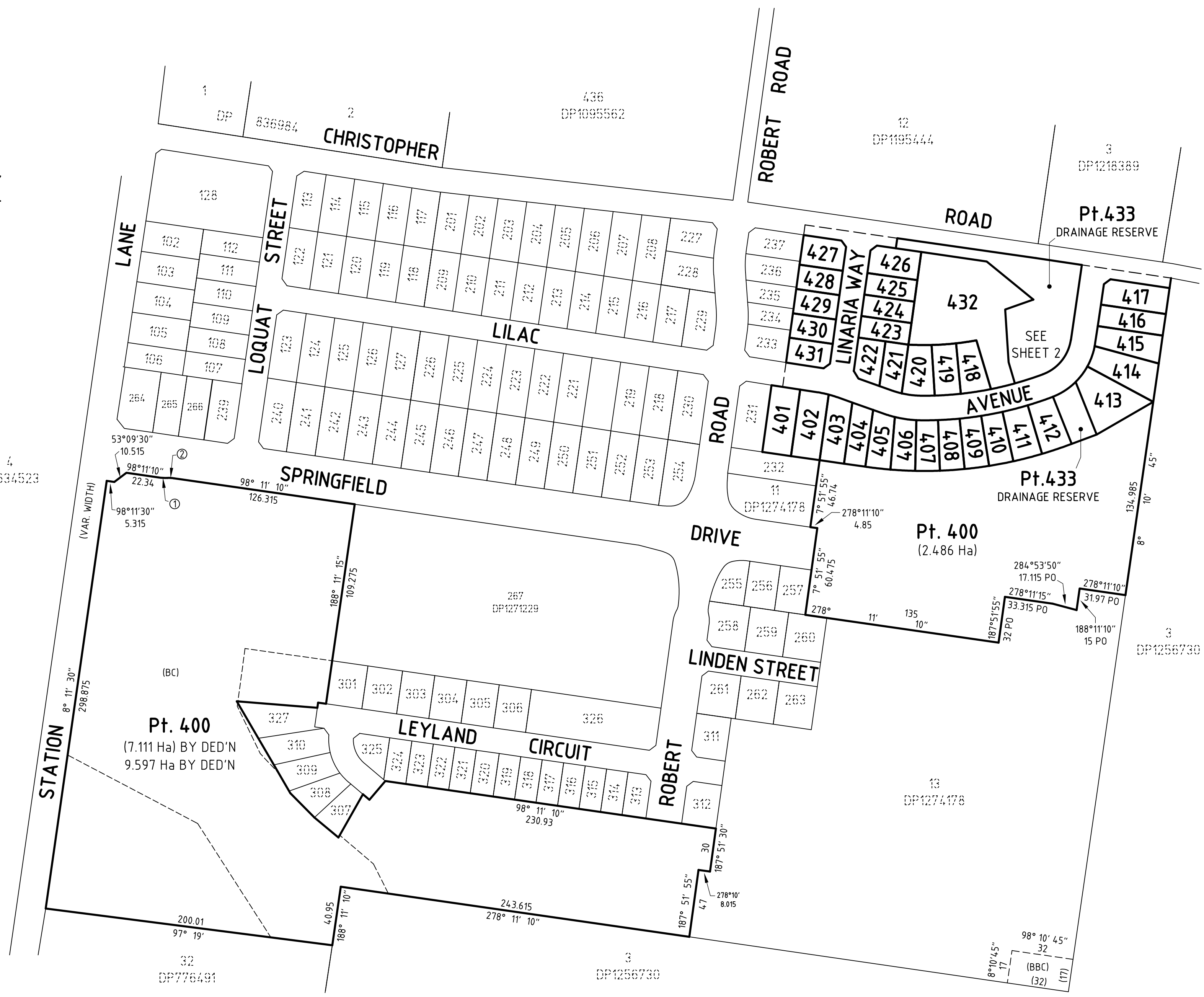
M.G.A.

(SCIMS)

# PRELIMINARY ONLY

THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL SURVEY AND REGISTRATION AT THE LAND AND PROPERTY INFORMATION, SYDNEY.

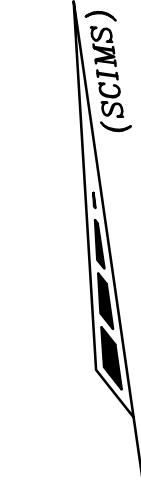
ARC TABLE (FROM SHEET 2)				
Number	Chord Bearing	Chord Distance	Arc Length	Radius
1	96°28"	17.105	17.105	285
2	93°01'45"	17.1	17.105	285
3	89°35'25"	17.1	17.105	285
4	86°09'05"	17.1	17.105	285
5	82°42'50"	17.1	17.105	285
6	79°16'30"	17.1	17.105	285
7	75°29'55"	20.47	20.475	285
8	71°16'10"	21.585	21.59	285
9	101°43'35"	8.325	8.325	80
10	107°09'15"	6.825	6.83	80
11	106°40'10"	8.175	8.18	80
12	98°21'15"	15.02	15.04	80
13	91°44'55"	3.405	3.405	80
14	89°12'05"	11.6	11.6	250
15	86°09'10"	15	15.005	250
16	82°42'50"	15	15.005	250
17	79°16'30"	15	15.005	250
18	75°29'55"	17.955	17.96	250
19	71°27'25"	17.3	17.305	250
20	69°03'35"	1.145	1.145	47
21	56°51'20"	18.755	18.88	47
22	37°08'35"	13.415	13.46	47
23	19°49'15"	14.895	14.96	47
24	9°30'50"	1.95	1.95	47
25	219°04'35"	30.68	32.2	30
26	251°57'40"	20.315	20.32	233
27	256°33'10"	17.025	17.025	233
28	261°13'55"	21.015	21.025	233
29	266°02'25"	18.08	18.085	233
30	269°23'50"	9.215	9.215	233
31	276°47'25"	13.74	13.77	63
32	286°19'30"	7.195	7.2	63
33	9°04'55"	2.19	2.19	51.5
34	90°54'50"	15.97	15.975	198
35	86°08'40"	16.985	16.99	198
36	81°37'50"	14.2	14.205	198



(BC) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1256013)  
 (BBC) AREA BENEFITTED BY RESTRICTION ON THE USE OF LAND

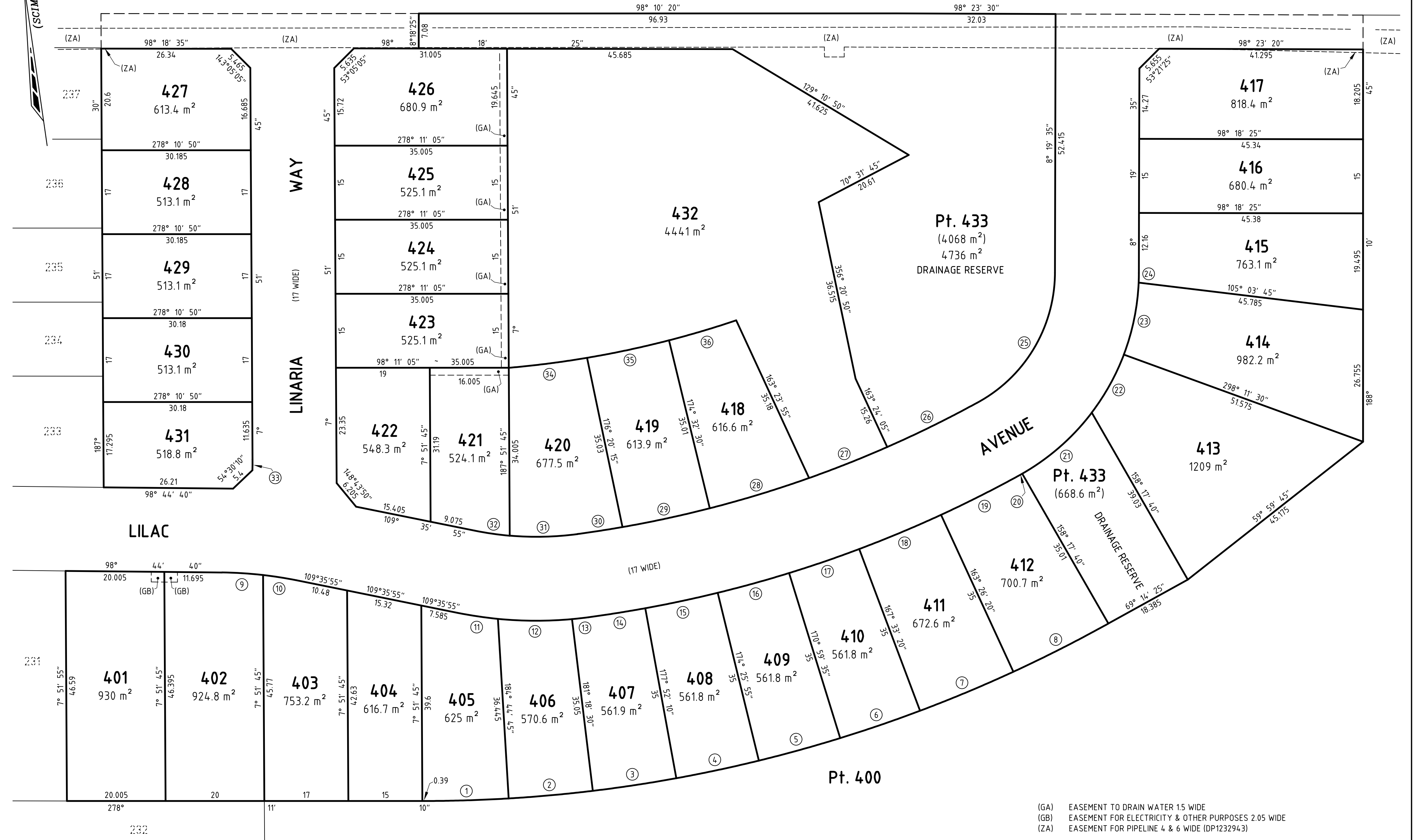
SURVEYOR Name: THOMAS F CAMPBELL Date: Reference: 21802_DP(Draft)_R4_240304	PLAN OF SUBDIVISION OF LOT 300 DP1271230	LGA: MAITLAND Locality: LOCHINVAR Reduction Ratio 1:2000 Lengths are in metres.	REGISTERED	DP1277185
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M.G.A.



CHRISTOPHER ROAD

CHRISTOPHER ROAD



(GA) EASEMENT TO DRAIN WATER 1.5 WIDE  
 (GB) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE  
 (ZA) EASEMENT FOR PIPELINE 4 & 6 WIDE (DP1232943)

### PRELIMINARY ONLY

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SURVEYOR  
 Name: THOMAS F CAMPBELL  
 Date:  
 Reference: 21802\_DP(Draft)\_R4\_240304

PLAN OF SUBDIVISION OF LOT 300 DP1271230

LGA: MAITLAND  
 Locality: LOCHINVAR  
 Reduction Ratio 1:500  
 Lengths are in metres.

REGISTERED

# DP1277185



<p style="text-align: right;">Office Use Only</p> <p>Registered:</p> <p>Title System:</p>	<p style="text-align: right;">Office Use Only</p> <h2 style="text-align: center; border-bottom: 1px solid black;">PRELIMINARY ONLY</h2> <p style="font-size: small;">THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL SURVEY AND REGISTRATION AT THE LAND AND PROPERTY INFORMATION, SYDNEY.</p>
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<h3>PLAN OF SUBDIVISION OF LOT 300 DP1271230</h3>	<p>LGA: MAITLAND</p> <p>Locality: LOCHINVAR</p> <p>Parish: GOSFORTH</p> <p>County: NORTHUMBERLAND</p>
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<p style="text-align: center;">Survey Certificate</p> <p style="text-align: center;"><b>THOMAS F CAMPBELL</b></p> <p>I, .....  of <u>Delfs Lascelles Pty Ltd, 260 Maitland Road Mayfield 2304</u>  a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><del>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on ....., or</del></p> <p>*(b) The part of the land shown in the plan (<del>*being*</del>excluding ** .....  LOT 432  .....)  was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, ..... the part not surveyed was compiled in accordance with that Regulation, or</p> <p><del>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</del></p> <p>Datum Line: ..... 'X' - 'Y' .....</p> <p>Type: *Urban/*<del>Rural</del></p> <p>The terrain is *Level-Undulating / <del>*Steep Mountainous</del>.</p> <p>Signature: ..... Dated: .....</p> <p>Surveyor Identification No: ..... <b>8704</b> .....</p> <p>Surveyor registered under the <i>Surveying and Spatial information Act 2002</i></p> <p style="font-size: x-small;">* Strike through if inapplicable.  ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>
--	---

<p style="text-align: center;">Subdivision Certificate</p> <p>I, .....  *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: .....</p> <p>Accreditation number: .....</p> <p>Consent Authority: .....</p> <p>Date of endorsement: .....</p> <p>Subdivision Certificate number: .....</p> <p>File number: .....</p> <p style="font-size: x-small;">* Strike through if inapplicable</p>	<p>Plans used in the preparation of survey/compilation.</p> <p>DP 717107      DP1271230</p> <p>DP 776491</p> <p>DP 1034974</p> <p>DP 1132263</p> <p>DP 1232943</p> <p>DP 1256011</p> <p>DP 1256013</p> <p>DP 1274178</p>
--	--

<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE LINARIA WAY, THE ROAD WIDENING &amp; THE EXTENSION OF LILAC AVENUE TO THE PUBLIC AS PUBLIC ROAD SUBJECT TO THE EASEMENT FOR PIPELINE 4 &amp; 6 WIDE (DP1232943).</p> <p>IT IS INTENDED TO CREATE LOT 433 AS DRAINAGE RESERVE.</p>	<p>Surveyor's Reference: 21802_DP(Draft)_R4_240304</p>
---	--

	<p>Signatures, Seals and Section 88B Statements should appear on  <b>PLAN FORM 6A</b></p>
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Registered:

**PRELIMINARY ONLY**

**PLAN OF SUBDIVISION OF  
LOT 300 DP1271230**

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This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - See 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number : .....

Date of Endorsement : .....

SCHEDULE OF ADDRESSES

LOT	STREET No.	ROAD NAME	ROAD TYPE	LOCALITY
400				LOCHINVAR
401				LOCHINVAR
402				LOCHINVAR
403				LOCHINVAR
404				LOCHINVAR
405				LOCHINVAR
406				LOCHINVAR
407				LOCHINVAR
408				LOCHINVAR
409				LOCHINVAR
410				LOCHINVAR
411				LOCHINVAR
412				LOCHINVAR
413				LOCHINVAR
414				LOCHINVAR
415				LOCHINVAR
416				LOCHINVAR
417				LOCHINVAR
418				LOCHINVAR
419				LOCHINVAR
420				LOCHINVAR
421				LOCHINVAR
422				LOCHINVAR
423				LOCHINVAR
424				LOCHINVAR
425				LOCHINVAR
426				LOCHINVAR
427				LOCHINVAR
428				LOCHINVAR
429				LOCHINVAR
430				LOCHINVAR
431				LOCHINVAR
432				LOCHINVAR
433				LOCHINVAR

If space is insufficient use additional annexure sheet

Office Use Only

Office Use Only

Registered:

**PRELIMINARY ONLY**

**PLAN OF SUBDIVISION OF  
LOT 300 DP1271230**

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- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number : .....

Date of Endorsement : .....

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

1. RESTRICTION ON THE USE OF LAND
2. EASEMENT TO DRAIN WATER 1.5 WIDE (GA)
3. RESTRICTION ON THE USE OF LAND
4. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE

EXECUTED by:

LOCHINVAR DOWNS PTY LTD )  
 (ACN 622 571 831) )  
 in accordance with Section 127 of )  
 the Corporations Act )

.....  
 Signature

.....  
 Signature

.....  
 Name

.....  
 Name

.....  
 Position

.....  
 Position

If space is insufficient use additional annexure sheet

Office Use Only

Office Use Only

Registered:

**PRELIMINARY ONLY**

**PLAN OF SUBDIVISION OF  
LOT 300 DP1271230**

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- Signatures and seals - See 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number : .....

Date of Endorsement : .....

EXECUTED by:

NATIONAL AUSTRALIA BANK LIMITED

If space is insufficient use additional annexure sheet

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

(Sheet 1 of 9 sheets)

**Plan:** Plan of Subdivision of PLAN OF SUBDIVISION OF LOT 300  
DP1271230  
covered by Subdivision Certificate  
dated

**Full name and address  
of the owner of the land:** Lochinvar Downs PTY LTD  
(ACN 622 571 831)  
1 Hartley Drive  
Thornton NSW 2322

**PART 1 - CREATION**

<b>Number of item shown in the intention panel on the plan</b>	<b>Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.</b>	<b>Burdened lot(s) or parcel:</b>	<b>Benefited lot(s), road(s), bodies or Prescribed Authorities:</b>
1	Restriction on the Use of Land	401 to 431 inclusive	Every other lot except lot 400, 432 & 433
2	Easement to drain water 1.5 wide (GA)	421 423 424 425 426	422 422, 421 422, 421, 423 422, 421, 423, 424 422, 421, 423, 424, 425
3	Restriction on the Use of Land	401 to 416 inclusive, 418 to 421 inclusive, 423 to 425 inclusive, 428 to 430 inclusive	Part of 13/1274178 designated (BBC) on the Plan
4	Easement for electricity & other purposes 2.05 wide (GB)	401 & 402	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

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

(Sheet 2 of 9 sheets)

**Plan:** Plan of Subdivision of PLAN OF SUBDIVISION OF LOT 300  
DP1271230  
covered by Subdivision Certificate  
dated

## **PART 2 – TERMS**

### **1. Terms of the easement, profit a prendre, restriction, or positive covenant firstly referred to in the abovementioned plan.**

#### **Dwelling Houses**

- 1.1 No dwelling house may be erected or permitted to remain erected on any lot burdened having a total internal floor area of less than 120 m<sup>2</sup> exclusive of car accommodation, external landings and patios.
- 1.2 No dwelling house shall be erected or permitted to remain erected on a lot burdened with external walls of other than face brick, brick veneer, stone, glass, timber or concrete treated with painted texture render.
- 1.3 No dwelling house shall be erected or permitted to remain erected on any lot burdened having a roof of other than tiles (terracotta or cement) or non-reflective Colorbond. Untreated zincalume is prohibited.
- 1.4 No existing dwelling house or relocatable type dwelling shall be partially or wholly moved to, placed on, re-erected or permitted to remain on any lot burdened.

#### **Ancillary Buildings**

- 1.5 No ancillary building, not being the main dwelling house, shall be erected or permitted to remain on a lot burdened unless: -
  - (a) It is situate no closer to the street frontage than the dwelling house;
  - (b) It has an internal floor area of less than 80m<sup>2</sup>;(An ancillary building does not include lawn lockers, pergolas, greenhouses, cubby houses or other utility type structures.)

#### **Fencing of Common Boundaries**

- 1.6 No fence shall be erected or permitted to remain on the boundary of a lot burdened if the same: -
  - (a) Is erected between the building line, as fixed by the Maitland City Council, and any adjoining public road that exceeds 1,200 mm in height. This restriction shall not prevent or preclude the fencing of boundaries of a lot common with a pathway or public reserve up to 1,800 mm in height;
  - (b) Is constructed on a boundary behind the building line as fixed by the Maitland City Council that exceeds 1,800 mm in height.

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

(Sheet 3 of 9 sheets)

**Plan:** Plan of Subdivision of PLAN OF SUBDIVISION OF LOT 300  
DP1271230  
covered by Subdivision Certificate  
dated

(c) For corner lots, fencing of the secondary frontage is constructed of materials other than dressed timber or rough sawn lapped and capped timber.

1.7 No fence shall be erected on a lot burdened unless it is erected without expense to Lochinvar Downs PTY LTD, its successors and permitted assigns other than Purchasers on sale.

1.8 No fence shall be erected on a lot burdened unless it is constructed of dark-toned, non-reflective material.

**Prohibited Activities**

1.9 No obnoxious, noisy or offensive occupation, trade or business shall be conducted or carried out on any lot burdened.

1.10 No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other building may be used at any time as residential accommodation on the lot burdened.

1.11 No temporary structure, caravan, camper or detached ancillary building may be permitted to remain erected on a lot burdened prior to the issue of an Occupation Certificate for the dwelling house erected on the lot burdened.

1.12 No motor truck, lorry or semi-trailer with a load carrying capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened unless the same is being used in connection with the erection of a dwelling on the relevant lot burdened and only prior to occupation of the dwelling.

1.13 No boat, trailer, caravan, camper or other vehicle intended to be towed may be placed, parked, stored or permitted to remain on the lot burdened unless same is located behind the dwelling house erected on the lot burdened.

1.14 No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one year from the date of transfer by Lochinvar Downs PTY LTD without the prior written consent of Lochinvar Downs PTY LTD.

**Acknowledgment of Covenants**

1.15 The proprietor of a burdened lot acknowledges that prior to purchasing the subject lot they have made their own inquiries about the nature and effect of these covenants.

1.16 The proprietor of a burdened lot acknowledges that the burden of the covenants in this instrument run with the lot for the benefit of each other proprietor of a lot in a

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

(Sheet 4 of 9 sheets)

**Plan:** Plan of Subdivision of PLAN OF SUBDIVISION OF LOT 300  
DP1271230  
covered by Subdivision Certificate  
dated

subdivision, excluding land which is not residential, and shall be enforceable against the proprietor of each and every lot from time to time so burdened.

- 1.17 The proprietor of each lot acknowledges that the covenants are separate from each other and if any covenant is declared invalid or unenforceable then the remaining restrictive covenants will not be affected and each remaining covenant will be valid and enforceable to the full extent permitted by law.

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

The name of the person having the power to release, vary or modify this Restriction on the Use of Land is Lochinvar Downs PTY LTD and if Lochinvar Downs PTY LTD no longer exist or is not the registered proprietor of the land comprised in the plan of subdivision then the person or persons for the time being the registered proprietor of land in the plan of subdivision within 50 metres of the lot burdened shall be empowered to release or vary the restriction.

**2. Terms of the easement, profit a prendre, restriction, or positive covenant thirdly referred to in the abovementioned plan.**

2.1 For the purposes of this clause:

- (a) "application" includes a development application and an application for a complying development certificate (as defined in the Environmental Planning and Assessment Act 1979); and
- (b) "relevant approval body" includes the consent authority and an accredited certifier (as defined in the Environmental Planning and Assessment Act 1979).

2.2 Not more than one main residential dwelling shall be erected on any lot burdened.

2.3 Without limiting the subclause 2.2 above, the owner of the burdened lot must not make any application, or consent to an application being made on its behalf, requesting consent from the relevant approval body to construct more than one residential dwelling on the burdened lot.

2.4 The burdened lot must not be further subdivided.

2.5 Without limiting subclause 2.4 above, the owner of the burdened lot must not make any application, or consent to an application being made on its behalf, requesting consent from the relevant approval body to subdivide the burdened lot.

2.6 The benefit of this restriction on the use of land will cease to apply to any part of the benefited lot where Lochinvar Downs PTY LTD is no longer the registered proprietor of the land designated (BBC) in the Plan.



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

(Sheet 5 of 9 sheets)

**Plan:** Plan of Subdivision of PLAN OF SUBDIVISION OF LOT 300  
DP1271230  
covered by Subdivision Certificate  
dated

**3. Terms of the easement, profit a prendre, restriction, or positive covenant fourthly referred to in the abovementioned plan:**

An easement is created on the terms and conditions set out in memorandum registered number AK980903. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

Name of authority empowered to release, vary, or modify the easement numbered 4 in the plan:

Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

DRAFT

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

(Sheet 6 of 9 sheets)

**Plan:** Plan of Subdivision of PLAN OF SUBDIVISION OF LOT 300  
DP1271230  
covered by Subdivision Certificate  
dated

EXECUTED by:

**LOCHINVAR DOWNS** )  
**PTY LTD (ACN 622 571 831)** )  
in accordance with Section 127 of the )  
Corporations Act )

.....  
Signature

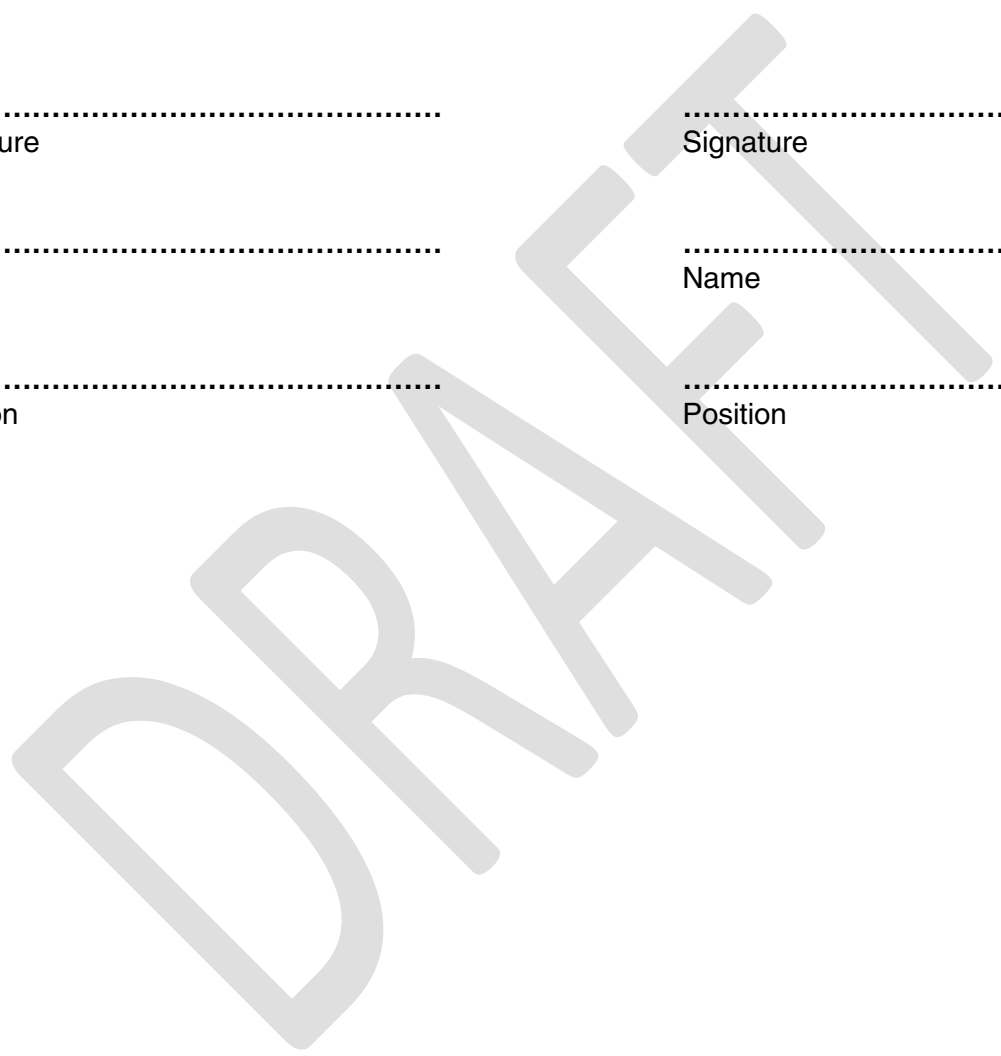
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Signature

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Name

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Name

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Position

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Position



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

(Sheet 7 of 9 sheets)

**Plan:**

Plan of Subdivision of PLAN OF SUBDIVISION OF LOT 300  
DP1271230  
covered by Subdivision Certificate  
dated

EXECUTED by:

**NATIONAL AUSTRALIA BANK LIMITED**

**DRAFT**

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

(Sheet 8 of 9 sheets)

**Plan:** Plan of Subdivision of PLAN OF SUBDIVISION OF LOT 300  
DP1271230  
covered by Subdivision Certificate  
dated

**Certified correct for the purposes of the Real Property Act 1900 by the Prescribed Authority's attorneys who signed this dealing pursuant to the power of attorney specified.**

Signed, sealed and delivered for

ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044, ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023, ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032, ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078 and Blue Asset Partner Pty Ltd ACN 615 217 493

**on behalf of Alpha Distribution Ministerial Holding Corporation pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015** by its attorneys under power of attorney registered Book 4789 No. 978

sign here



sign here



\_\_\_\_\_  
Attorney  
*Electronic signature affixed by me or at my direction on the date below*

\_\_\_\_\_  
Attorney  
*Electronic signature affixed by me or at my direction on the date below*

print name



print name



Date  
electronic  
signature  
affixed



Date  
electronic  
signature  
affixed



I certify that I am an eligible witness and that the Prescribed Authority's attorney signed this dealing in my presence. [See note\* below]

I certify that I am an eligible witness and that the Prescribed Authority's attorney signed this dealing in my presence. [See note\* below]

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Witness

print name



print name



print  
address



print  
address



Date  
electronic  
signature  
affixed



Date  
electronic  
signature  
affixed



\*s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documents.

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

(Sheet 9 of 9 sheets)

**Plan:**

Plan of Subdivision of PLAN OF SUBDIVISION OF LOT 300  
DP1271230  
covered by Subdivision Certificate  
dated

Executed by:

**MAITLAND CITY COUNCIL** by its )  
authorised delegate pursuant to s.377 )  
Local Government Act 1993 )

I certify that I am an eligible witness  
and that the delegate signed  
in my presence

.....  
Signature of delegate

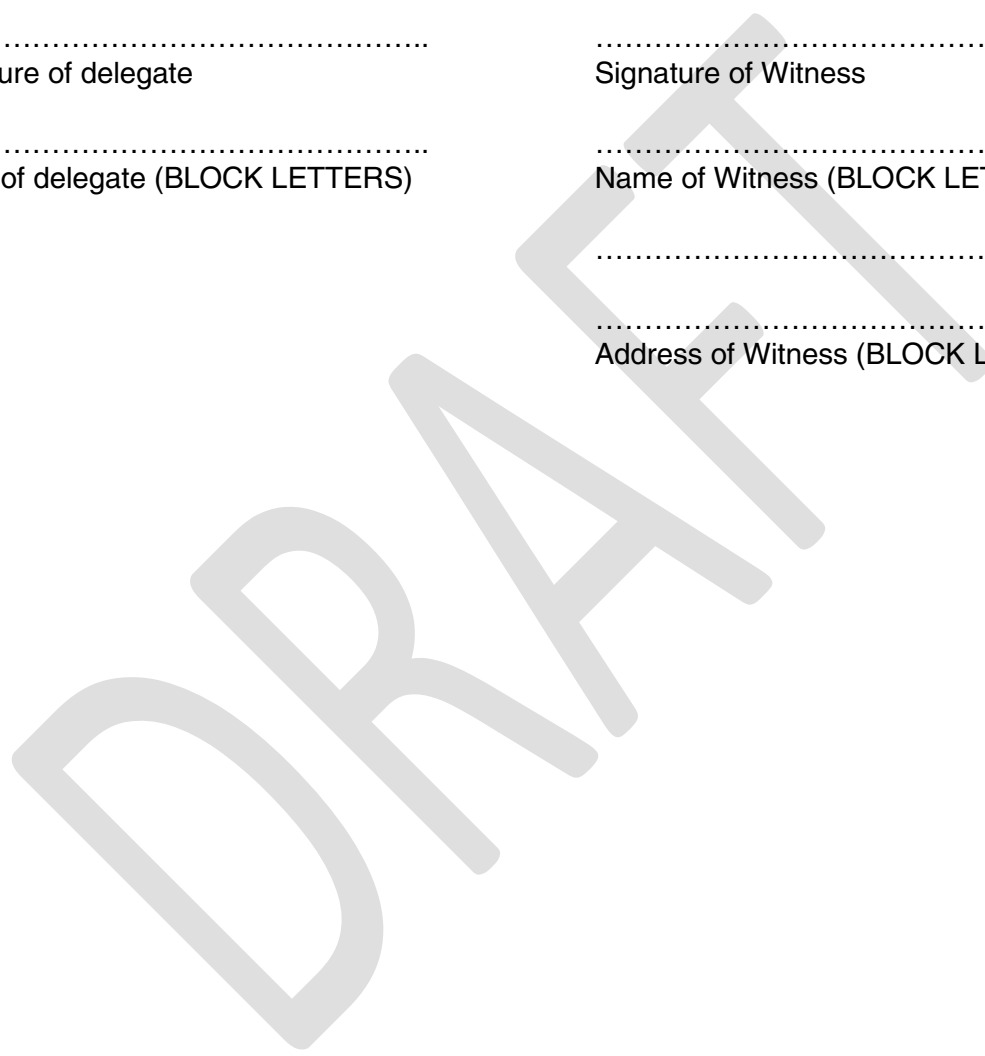
.....  
Signature of Witness

.....  
Name of delegate (BLOCK LETTERS)

.....  
Name of Witness (BLOCK LETTERS)

.....

.....  
Address of Witness (BLOCK LETTERS)



**NOTES:**

- THE CONSTRUCTOR MUST COMPLY WITH ALL OBLIGATIONS REQUIRED OF THE ACCREDITED CONTRACTOR UNDER HUNTER WATER'S CORPORATE STANDARD FOR ROUTINE MAJOR WORKS - ACCREDITED CONSTRUCTION CONTRACTORS.
- THE CONSTRUCTOR SHALL ALSO CARRY OUT THE WORK IN ACCORDANCE WITH THE VERIFICATION AND MONITORING PLAN (VMP) PREPARED BY GCA, INCLUDING BUT NOT NECESSARILY LIMITED TO THE PREPARATION OF RELEVANT DOCUMENTS AND PLANS, PROGRESSIVE CAPTURE OF INFORMATION / DATA RELATING TO THE WORKS, AND LIAISING WITH GCA WHERE REQUIRED TO SATISFY ALL REQUIREMENTS UNDER THE HUNTER WATER'S CORPORATE STANDARD FOR ROUTINE MAJOR WORKS.
- THE WORKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH:
  - THE DESIGN DRAWINGS
  - CONSTRUCTION NOTES
  - WSA 02-2014-31 HWC EDITION (VERSION 2) PART 2 (CONSTRUCTION)
  - WSA 02-2014-31 HWC EDITION (VERSION 2) PART 3 (STANDARD DRAWINGS)
  - REFERENCE DRAWINGS NOTED IN THE TABLE OF REFERENCE DRAWINGS, INCLUDED IN THIS DRAWING SET.
- THE CONSTRUCTOR IS TO UNDERTAKE THE FOLLOWING PRIOR TO PROCEEDING:
  - VERIFY THE POSITIONS AND LEVELS OF ALL EXISTING AND PROPOSED BOUNDARIES, SERVICES, PIPES, CABLES, CONDUITS AND ANCILLARY STRUCTURES.
  - VERIFY THE CONNECTION LEVELS INTO THE EXISTING SEWERAGE SYSTEM.
  - NOTIFY THE SUPERINTENDENT OF ANY DISCREPANCIES OR CONFLICTS WITH THE DESIGN DRAWINGS FOR FURTHER DIRECTION.
- SEWERAGE CONSTRUCTION WORK SHALL NOT COMMENCE ON SITE UNTIL PRE-CONSTRUCTION DOCUMENTATION HAS BEEN PROVIDED TO GCA AND GCA HAS PROVIDED WRITTEN CONFIRMATION OF RELEASE OF HOLD POINT FOR SUBMISSION OF PRE-CONSTRUCTION DOCUMENTATION.
- OTHER HOLD / WITNESS POINTS WILL APPLY TO THIS CONTRACT. REFER TO THE VMP PREPARED BY GCA.
- ACCEPTANCE TESTING IS TO BE CARRIED OUT IN ACCORDANCE WITH SECTION 21 OF WSA 02-2014-31 HWC EDITION (VERSION 2) PART 2 (CONSTRUCTION). ALL TEST RECORDS SHALL BE COLLATED AND CLEARLY IDENTIFIED IN A COMPLETE QUALITY ASSURANCE PACKAGE TO BE PROVIDED TO GCA AT THE COMPLETION OF THE WORKS.
- ALL PRODUCTS AND MATERIALS ARE TO BE SELECTED FROM THE HUNTER WATER CORPORATION APPROVED PRODUCTS AND MATERIALS REGISTER.
- ALL PROPERTY CONNECTIONS ARE TO BE LOCATED 1.0m FROM THE DOWNSTREAM BOUNDARY UNLESS OTHERWISE INDICATED.
- LAY PIPES IN ACCORDANCE WITH THE SUPPORT TYPE AS SHOWN ON THE LONGITUDINAL SECTIONS AND SEW-1251-H STANDARD TRENCH DETAILS.
- ALL PROPERTY CONNECTIONS ARE TO BE BURIED INTERFACE METHOD IN ACCORDANCE WITH SEW-1105 AND SEW-1107-V WITH:
  - VERTICAL RISERS PROVIDED (TO SEW-1107-V) WHERE SEWER DEPTH IS GREATER THAN 1.5m.
  - DETECTABLE MARKING TAPE (TO SEW-1107-V) WAIVED TO THE SURFACE AT EACH JUNCTION.
- WHERE SHOWN, PROPERTY CONNECTIONS AT TERMINAL MAINTENANCE SHAFTS (TMS) SHALL BE CONSTRUCTED BY INSTALLING A JUNCTION TO THE VERTICAL RISER AS SHOWN ON SEW-1316-V.
- WHERE SEWER WILL BE LOCATED IN FILL AREAS:
  - FILLING IS TO BE COMPLETED ABOVE THE PIPE EMBEDMENT ZONE PRIOR TO THE COMMENCEMENT OF TRENCHING AND PIPE LAYING.
  - FILL MATERIAL SHALL CONTAIN NO ORGANIC OR OTHER MATERIALS THAT MAY DECOMPOSE AND THEREBY, OR OTHERWISE, LEAD TO LONG-TERM SETTLEMENT.
  - COMPACTION OF ALL FILL BELOW THE INVERTS OF PROPOSED SEWER IS TO BE COMPLETED TO NOT LESS THAN 95% OF STANDARD MAXIMUM DRY DENSITY (OR THE REQUIREMENTS OF THE PARENTS SUBDIVISION WORKS, WHICH EVER IS THE HIGHER COMPACTION STANDARD).
- CONSTRUCT ALL MAINTENANCE HOLES IN ACCORDANCE WITH:
  - LONG SECTION LEVELS
  - SEW-1300-V TYPE P1 OR TYPE P2 AS SHOWN IN LONG SECTIONS
  - OTHER MAINTENANCE STRUCTURES (AS SPECIFIED ON DESIGN PLANS)
  - ALL COMPONENT JOINTS TO BE SEALED AS PER SEW1300-V NOTE 11.
  - SEW-1302-V PIPE CONNECTIONS
  - SEW-1303-V CHANNEL LEVELS
  - SEW-1304-V / SEW-1305-V CHANNEL ARRANGEMENTS
  - SEW-1308-V COVER ARRANGEMENTS
- CONSTRUCT DROP STRUCTURES AS SHOWN ON THE LONGITUDINAL SECTIONS. THE DESIGNER SHALL BE CONSULTED ON ANY PROPOSAL TO DELETE DROP STRUCTURES DURING CONSTRUCTION.
- APART FROM GENERAL TRENCH INSPECTION REQUIREMENTS UNDER WSA02 PART 2 CONSTRUCTION, GEOTECHNICAL INSPECTION IS REQUIRED AT THE TRENCH INVERT FOR ALL LOCATIONS WHERE CONCRETE ENCASEMENT IS PROPOSED. THE GEOTECHNICAL ENGINEER MUST CONFIRM THAT THE CONDITIONS AT SUBGRADE ARE SUITABLE FOR PIPE INSTALLATION AND ENCASEMENT, AND NEGLIGIBLE SETTLEMENT IS EXPECTED. WHERE SUCH CONFIRMATION CANNOT BE PROVIDED BY THE GEOTECHNICAL ENGINEER THEN THE CONTRACTOR SHALL SEEK FURTHER ADVICE ON FURTHER SUPPORT (SUCH AS PIERING UNDER THE ENCASEMENT) PRIOR TO PROCEEDING.
- PROVIDE BULKHEAD AND TRENCH TIPS WHERE NOTED ON LONGITUDINAL SECTIONS IN ACCORDANCE WITH SEW-1206.
- DETECTABLE MARKER TAPE IS TO BE PROVIDED ABOVE THE PIPE EMBEDMENT ZONE IN THE POSITION INDICATED ON SEW-1201-V. DETECTABLE MARKER TAPE AND A WOODEN PEG SHALL ALSO BE USED TO IDENTIFY THE LOCATION OF PROPERTY CONNECTION JUNCTIONS.

MINIMUM CLEARANCE REQUIREMENTS			
UTILITY (EXISTING OR PROPOSED)	MINIMUM HORIZONTAL CLEARANCE (mm)		MINIMUM VERTICAL CLEARANCE* (mm)
	NEW SEWER SIZE		
	<= DN300	> DN300	
SEWERS <= DN300	300	600	150 <sup>2</sup> /300
SEWERS > DN300	600	600	300
GAS MAINS	300 <sup>2</sup>	600	150 <sup>2</sup> /300
TELECOMMUNICATIONS CONDUITS AND CABLES	300 <sup>2</sup>	600	150 <sup>2</sup> /300
ELECTRICITY CONDUITS AND CABLES	500	1000	225 <sup>2</sup> /300
STORMWATER DRAINS*	300 <sup>2</sup>	600	150 <sup>2</sup> and 5/300 <sup>3</sup>
WATER MAINS	1000 <sup>2</sup> /600	1000 <sup>2</sup> /600	500 <sup>2</sup>
KERBS	150 <sup>2</sup>	600 <sup>2</sup>	N/A

**CLEARANCE NOTES:**

- VERTICAL CLEARANCES APPLY WHEN SEWERS CROSS ONE ANOTHER, EXCEPT IN THE CASE OF WATER MAINS WHEN A VERTICAL SEPARATION SHOULD ALWAYS BE MAINTAINED, EVEN WHEN THE SEWER AND WATER MAIN ARE PARALLEL. THE SEWER SHOULD ALWAYS BE LOCATED BELOW THE WATER MAIN TO MINIMISE THE POSSIBILITY OF BACKFLOW CONTAMINATION IN THE EVENT OF A MAIN BREAK.
- A MINIMUM VERTICAL CLEARANCE OF 300mm APPLIES IF THE SIZE OF THE EXISTING SERVICE OR PROPOSED SEWER IS >DN300.
- CLEARANCES CAN BE FURTHER REDUCED TO 150mm FOR DISTANCES UP TO 2m WHEN PASSING INSTALLATIONS SUCH AS POLES, PITS AND SMALL STRUCTURES, PROVIDING THE STRUCTURE IS NOT DESTABILISED IN THE PROCESS.
- A SEWER TO BE CONSTRUCTED UNDER AN EXISTING OR PROPOSED STORMWATER PIPE OR CHANNEL =>DN375 MAY BE CONCRETE ENCASED. CONCRETE ENCASE SEWERS CROSSING UNDER BRICK BARREL DRAINS OR UNLINED OPEN DRAIN OR CHANNEL. THE CONCRETE ENCASMENT SHALL EXTEND AT LEAST 1m EACH SIDE OF THE STORMWATER PIPE OR CHANNEL. CLEARANCES BETWEEN THE SEWER AND OTHER SERVICES SHALL BE MEASURED FROM THE OUTER SURFACE OF THE CONCRETE ENCASMENT (REFER SEW-1205).
- SEWERS SHOULD ALWAYS CROSS UNDER WATER MAINS AND STORMWATER DRAINS. IF THIS REQUIREMENT CANNOT BE MET, CONSULT THE WATER AGENCY IN RESPECT OF ALTERNATIVES SUCH AS ADJUSTING THE WATER MAIN OR STORMWATER DRAIN, WHERE A SEWER CROSSES A WATER MAIN AT OR CLOSE TO 90°, THE VERTICAL CLEARANCE MAY BE REDUCED SUBJECT TO WATER AGENCY REQUIREMENTS.
- WHEN THE SEWER IS AT THE MINIMUM VERTICAL CLEARANCE BELOW THE WATER MAIN (500mm) MAINTAIN A MINIMUM HORIZONTAL CLEARANCE OF 1000mm. THIS MINIMUM HORIZONTAL CLEARANCE CAN BE PROGRESSIVELY REDUCED TO 600mm AS THE VERTICAL CLEARANCE INCREASES TO 750mm.
- CLEARANCE FROM KERBS SHALL BE MEASURED FROM THE NEAREST POINT OF THE KERB.

PROPERTY CONNECTION DATA					
LOT	PROPERTY CONNECTION IL	RISER HEIGHT	FINISHED SURFACE LEVEL	SEWER INVERT LEVEL	CONNECTION DEPTH
* LOT 401	41.22	0.00	42.17	41.15	0.95
LOT 402	40.71	0.00	41.80	40.64	1.09
LOT 403	40.50	0.00	41.59	40.42	1.09
LOT 404	40.30	0.00	41.43	40.23	1.13
LOT 405	40.12	0.00	41.48	40.04	1.36
LOT 406	39.95	0.00	41.38	39.87	1.43
LOT 407	39.76	0.00	41.09	39.69	1.33
LOT 408	39.60	0.00	41.01	39.53	1.40
LOT 409	39.43	0.00	40.52	39.36	1.09
LOT 410	39.28	0.00	40.36	39.21	1.08
* LOT 411	38.81	1.15	40.31	37.58	1.50
* LOT 412	38.59	0.84	40.12	37.67	1.53
LOT 413	38.67	-0.01	40.24	38.60	1.57
LOT 414	39.15	0.70	40.32	38.37	1.17
LOT 415	38.96	0.70	40.38	38.18	1.42
LOT 416	38.99	0.90	40.49	38.01	1.50
LOT 417	39.05	1.11	40.55	37.86	1.50
* LOT 418	39.87	2.64	40.71	37.15	0.84
* LOT 419	39.10	1.96	41.04	37.06	1.94
* LOT 420	39.32	2.27	41.19	36.98	1.87
LOT 421	39.67	0.00	41.17	39.60	1.50
LOT 422	39.95	0.00	41.05	39.88	1.09
* LOT 423	39.06	2.38	40.56	36.60	1.50
* LOT 424	38.68	2.27	40.08	36.33	1.40
* LOT 425	38.22	2.08	39.59	36.06	1.37
* LOT 426	37.56	1.76	39.08	35.72	1.52
LOT 427	38.58	0.00	39.73	38.50	1.15
LOT 428	38.93	0.00	40.20	38.85	1.27
LOT 429	39.30	0.00	40.59	39.23	1.29
LOT 430	39.68	0.00	40.95	39.60	1.27
LOT 431	40.05	0.00	41.14	39.97	1.09
* LOT 432	36.62	0.79	39.12	35.75	2.50
FUTURE LOT 512	39.39	0.00	40.62	39.31	1.23

**NOTE:**  
REFER TO DESIGNER FOR CLARIFICATION ON LOT CONNECTION REQUIREMENTS IF REQUIRED PRIOR TO VARYING FROM THE CONNECTION LEVELS NOTED IN THIS TABLE.

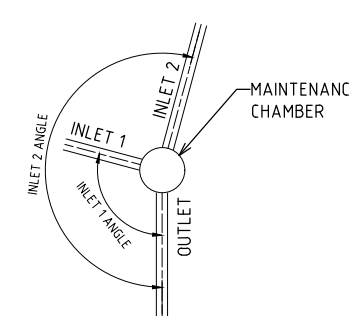
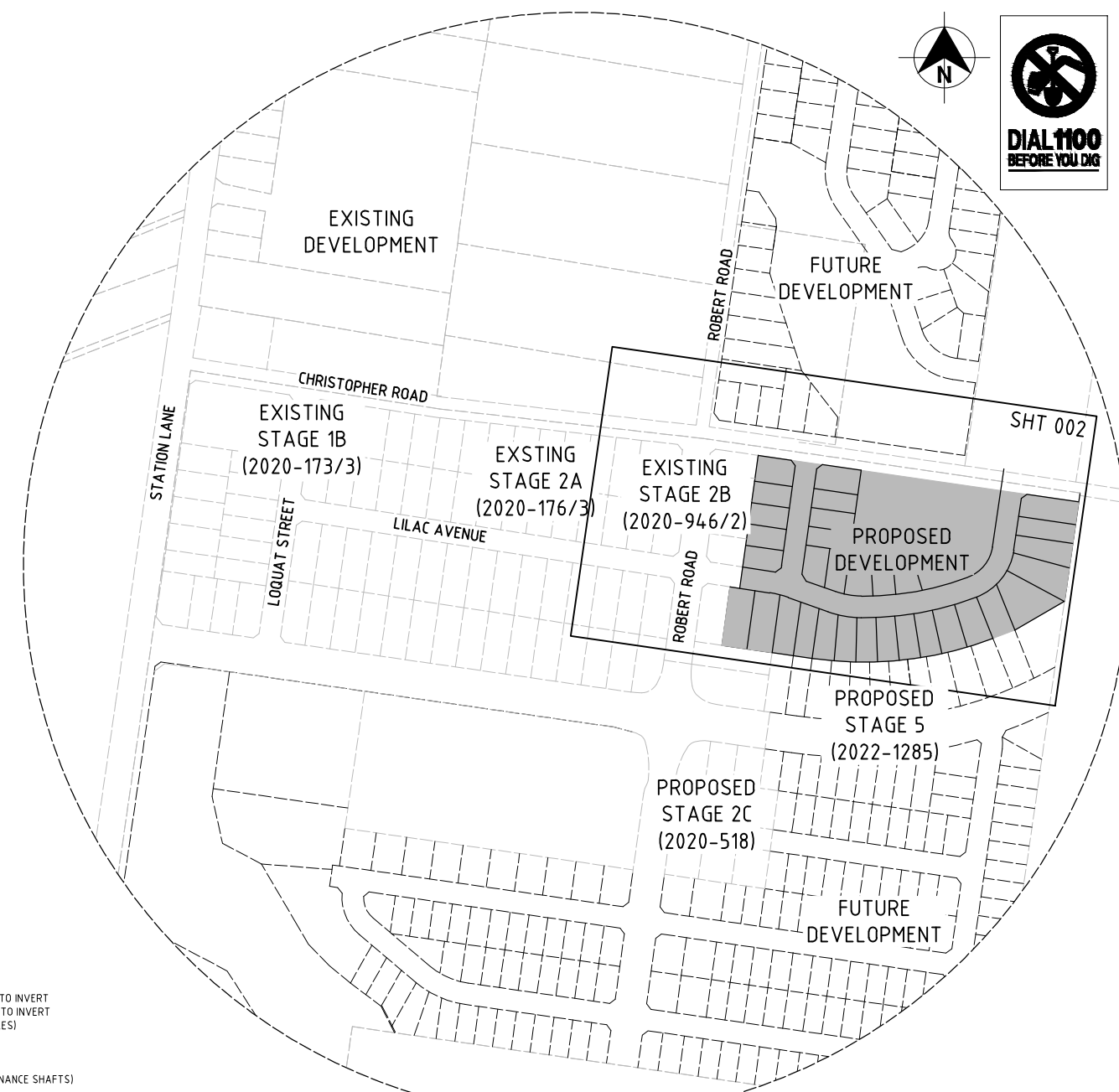
- LOT CONNECTION REQUIRED TO BE >1.5m DEEP TO DRAIN LOT

\* EXISTING CONNECTION

SEWER SETOUT TABLE (GDA 94)			
POINT	EASTING	NORTHING	FITTING TYPE
PROP MC3964	355596.68	6380265.97	PROP MC
K7312	355707.17	6380250.06	MH(P2)
MC3989	355726.53	6380244.24	MC
MC3990	355720.55	6380203.37	MC
MC3991	355715.79	6380188.85	MC
MC3992	355707.39	6380177.17	MC
TMS4181	355721.94	6380140.65	TMS
PROP K7129	355586.10	6380267.72	PROP MH
MC3988	355568.60	6380270.27	MC
MC4043	355564.84	6380265.74	MC
K7311	355545.02	6380268.47	MH(P2)
TMS4179	355535.93	6380202.60	TMS
PROP K7292	355587.74	6380201.24	PROP MH
TMS4180	355572.39	6380203.45	TMS
PROP K7293	355653.93	6380155.11	PROP MH
MC3993	355624.10	6380150.57	MC
MC3994	355593.95	6380149.73	MC
MC3995	355579.00	6380151.93	MC
TMS4182	355533.15	6380167.74	TMS

**FITTING TYPES**

- MH(P1) - PRE-CAST MAINTENANCE HOLE <1.2m DEPTH TO INVERT
- MH(P2) - PRE-CAST MAINTENANCE HOLE >1.2m DEPTH TO INVERT (REFER TO SEW-1300-V FOR MAINTENANCE HOLES)
- MH(C) - CAST IN-SITU MAINTENANCE HOLE
- MH(PE) - POLYETHYLENE MANHOLE
- TMS - TERMINAL MAINTENANCE SHAFT (REFER TO SEW-1350-H FOR TERMINAL MAINTENANCE SHAFTS)
- MC - MAINTENANCE CHAMBER (REFER TO SEW-1314-V - SEW-1317-V FOR TERMINAL MAINTENANCE CHAMBERS)
- IS - INSPECTION SHAFT



**MAINTENANCE CHAMBER DIAGRAM**  
(REFER TO TABLE FOR PARAMETERS)

SEWER PIPE DATA						
PIPE SIZE (MM)	PIPE TYPE	LENGTH (M)	MAINTENANCE STRUCTURES (NO OFF)			
			MH	MC	TMS	IS
150	PVC-U SN8	492	-	-	-	-
BRANCHES			-	-	-	-
TOTAL			492	2	9	4

CONSTRUCTION ISSUE

**CONSULTANT DETAILS:**

**GCA ENGINEERING SOLUTIONS**  
LEVEL 1, 1 HARTLEY DRIVE  
(PO BOX 3337)  
THORNTON NSW 2322  
PH: (02) 4964 1811

GCA ENGINEERING SOLUTIONS  
ABN 92 086 017 745

CONSULTANT REFERENCE No. 21292

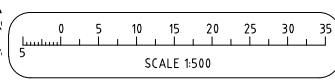
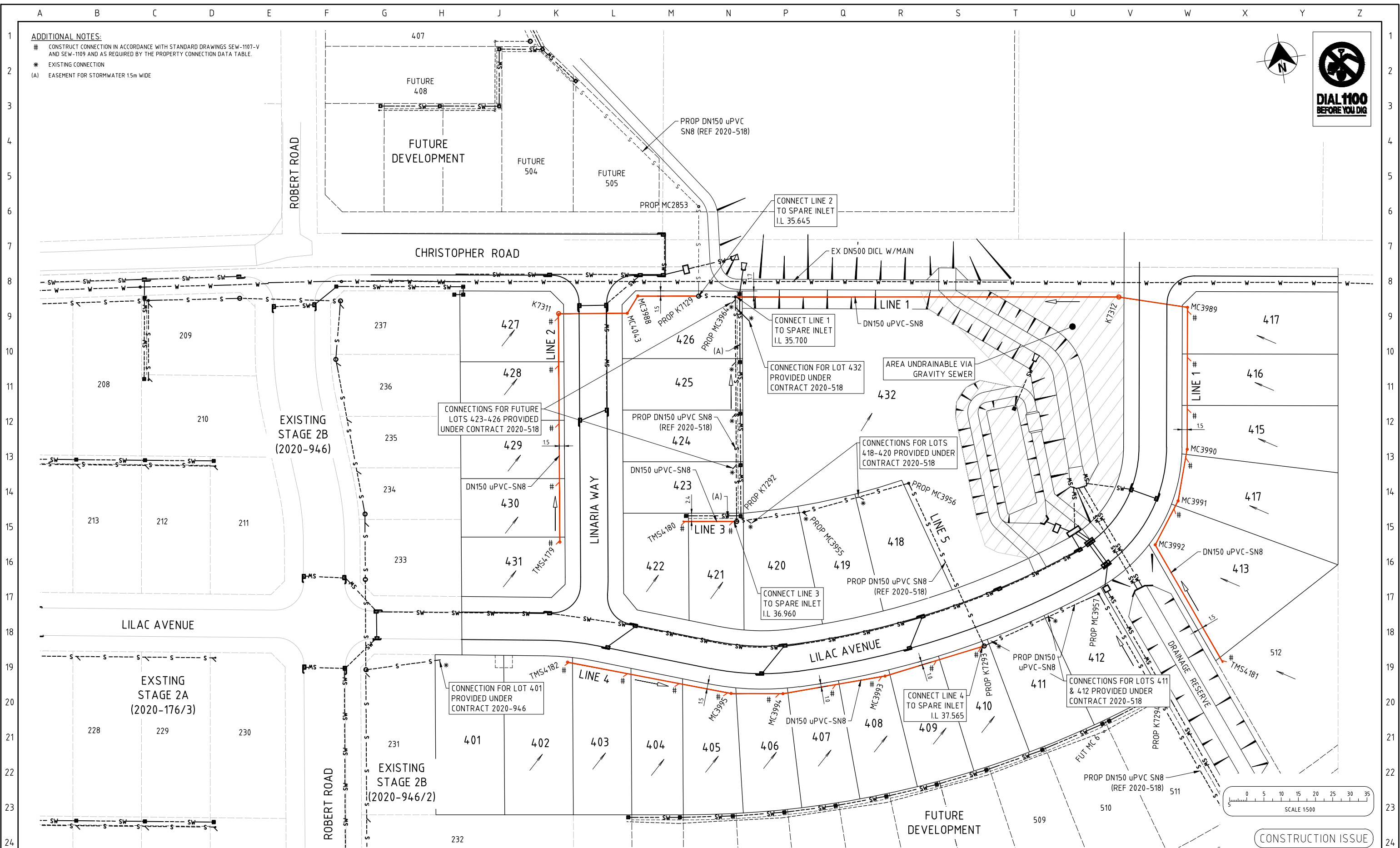
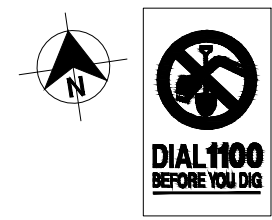


DESIGNED: DB	DATE: 27/01/23	COMPANY: GCA	TITLE: 2022-1284
DRAWN: DB	DATE: 27/01/23	COMPANY: GCA	PROPOSED SEWERMAINS 44 CHRISTOPHER ROAD, LOCHINVAR - STAGE 4
CHECKED: AS	DATE: 27/01/23	COMPANY: GCA	
APPROVED: AS	DATE: 27/01/23	COMPANY: GCA	SIZE: A1
SCALE: -		INDEX No.	DRAWING No.
SHEET 001			REV No. 01

VERSION 4

No.	REVISION DETAILS	DATE
01	REVISED CONSTRUCTION ISSUE	DB 18/09/23
00	CONSTRUCTION ISSUE	DB 23/08/23
0A	FIRST DRAFT	DB 27/01/23

**ADDITIONAL NOTES:**  
 # CONSTRUCT CONNECTION IN ACCORDANCE WITH STANDARD DRAWINGS SEW-1107-V AND SEW-1109 AND AS REQUIRED BY THE PROPERTY CONNECTION DATA TABLE.  
 \* EXISTING CONNECTION  
 (A) EASEMENT FOR STORMWATER 15m WIDE



CONSTRUCTION ISSUE

No.	REVISION DETAILS	DWN	DATE
01	REVISED CONSTRUCTION ISSUE	DB	18/09/23
00	CONSTRUCTION ISSUE	DB	23/08/23
0A	FIRST DRAFT	DB	27/01/23

**CONSULTANT DETAILS:**  
  
 LEVEL 1, 1 HARTLEY DRIVE  
 (PO BOX 3337)  
 THORNTON NSW 2322  
 PH: (02) 4964 1811  
 GCA ENGINEERING SOLUTIONS  
 ABN 92 086 017 745  
 CONSULTANT REFERENCE No.  
 21292

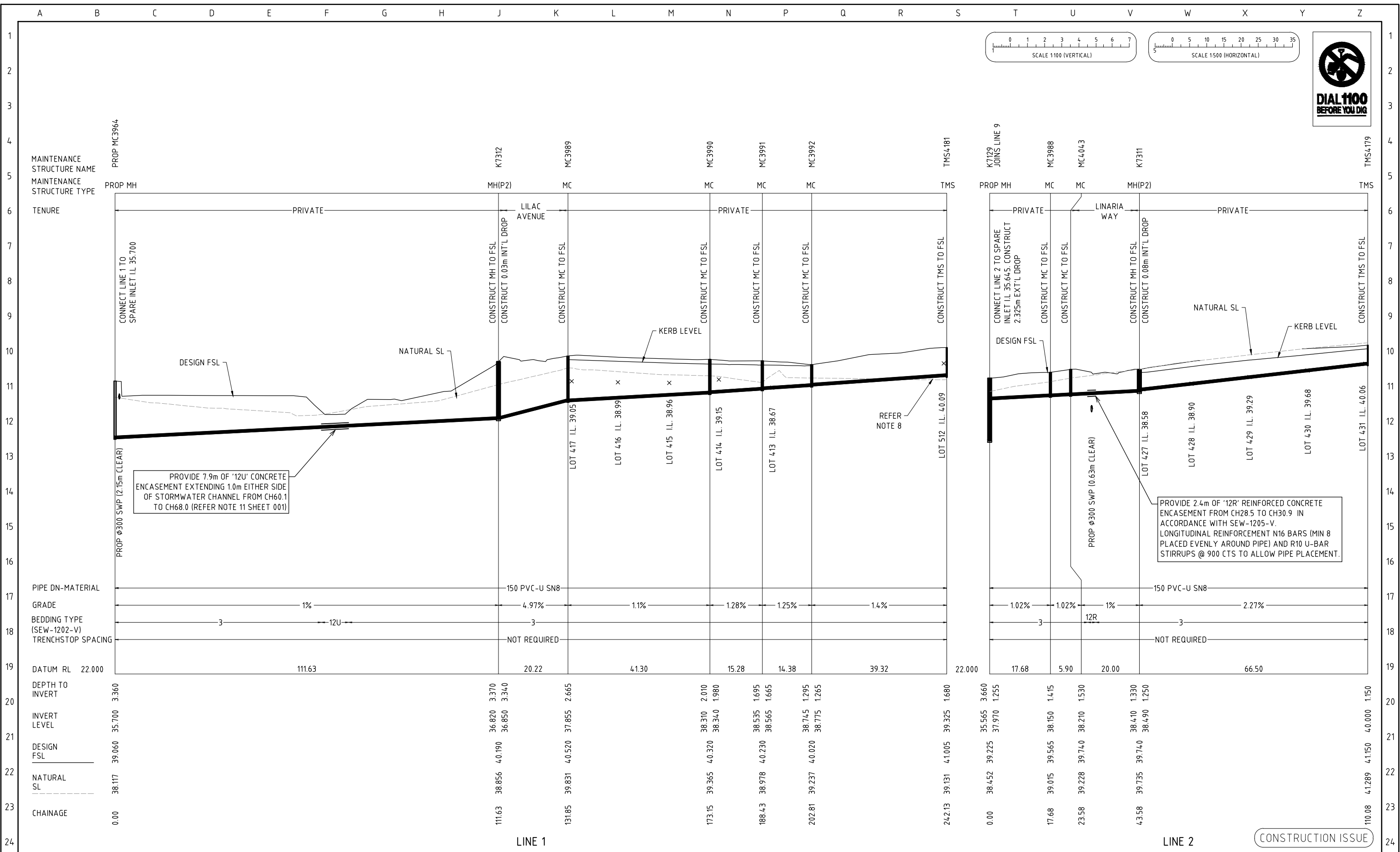


DESIGNED:	DB	DATE:	27/01/23	COMPANY:	GCA
DRAWN:	DB	DATE:	27/01/23	COMPANY:	GCA
CHECKED:	AS	DATE:	27/01/23	COMPANY:	GCA
APPROVED:	AS	DATE:	27/01/23	COMPANY:	GCA

TITLE:	2022-1284		
PROPOSED SEWERMAINS 44 CHRISTOPHER ROAD, LOCHINVAR - STAGE 4			
SIZE:	A1	SCALE:	1:500
INDEX No.		DRAWING No.	
SHEET	002	REV No.	01

VERSION 4





No.	REVISION DETAILS	DWN	DATE
01	REVISED CONSTRUCTION ISSUE	DB	18/09/23
00	CONSTRUCTION ISSUE	DB	23/08/23
0A	FIRST DRAFT	DB	27/01/23

**CONSULTANT DETAILS:**

**GCA ENGINEERING SOLUTIONS**  
 LEVEL 1, HARTLEY DRIVE  
 (PO BOX 3337)  
 THORNTON NSW 2322  
 PH: (02) 4964 1811

GCA ENGINEERING SOLUTIONS  
 ABN 92 086 017 745

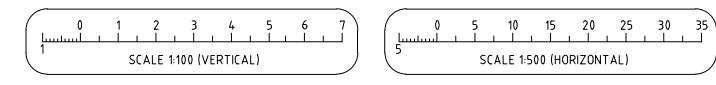
CONSULTANT REFERENCE No. 21292



DESIGNED: DB	DATE: 27/01/23	COMPANY: GCA
DRAWN: DB	DATE: 27/01/23	COMPANY: GCA
CHECKED: AS	DATE: 27/01/23	COMPANY: GCA
APPROVED: AS	DATE: 27/01/23	COMPANY: GCA

TITLE: 2022-1284		
PROPOSED SEWERMAINS 44 CHRISTOPHER ROAD, LOCHINVAR - STAGE 4		
SIZE: A1	SCALE: 1:100/1:500	INDEX No.
DRAWING No.	SHEET: 003	REV No. 01





CONSTRUCTION ISSUE

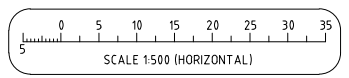
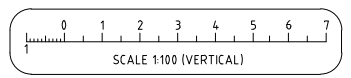
VERSION	No.	REVISION DETAILS	DATE
01	REVISED CONSTRUCTION ISSUE	DB	18/09/23
00	CONSTRUCTION ISSUE	DB	23/08/23
0A	FIRST DRAFT	DB	27/01/23

**CONSULTANT DETAILS:**  
  
 LEVEL 1, 1 HARTLEY DRIVE  
 (PO BOX 3337)  
 THORNTON NSW 2322  
 GCA ENGINEERING SOLUTIONS  
 ABN 92 086 017 745  
 PH: (02) 4964 1811

**CONSULTANT REFERENCE No.**  
21292



DESIGNED: DB	DATE: 27/01/23	COMPANY: GCA	TITLE: 2022-1284
DRAWN: DB	DATE: 27/01/23	COMPANY: GCA	PROPOSED SEWERMAINS 44 CHRISTOPHER ROAD, LOCHINVAR - STAGE 4
CHECKED: AS	DATE: 27/01/23	COMPANY: GCA	
APPROVED: AS	DATE: 27/01/23	COMPANY: GCA	SIZE: A1
		SCALE: 1:100/1:500	INDEX No.
		DRAWING No.	SHEET 004
			REV No. 01



LINE 5 (EXISTING DN150 SEWER, REF: 2020-518)

CONSTRUCTION ISSUE

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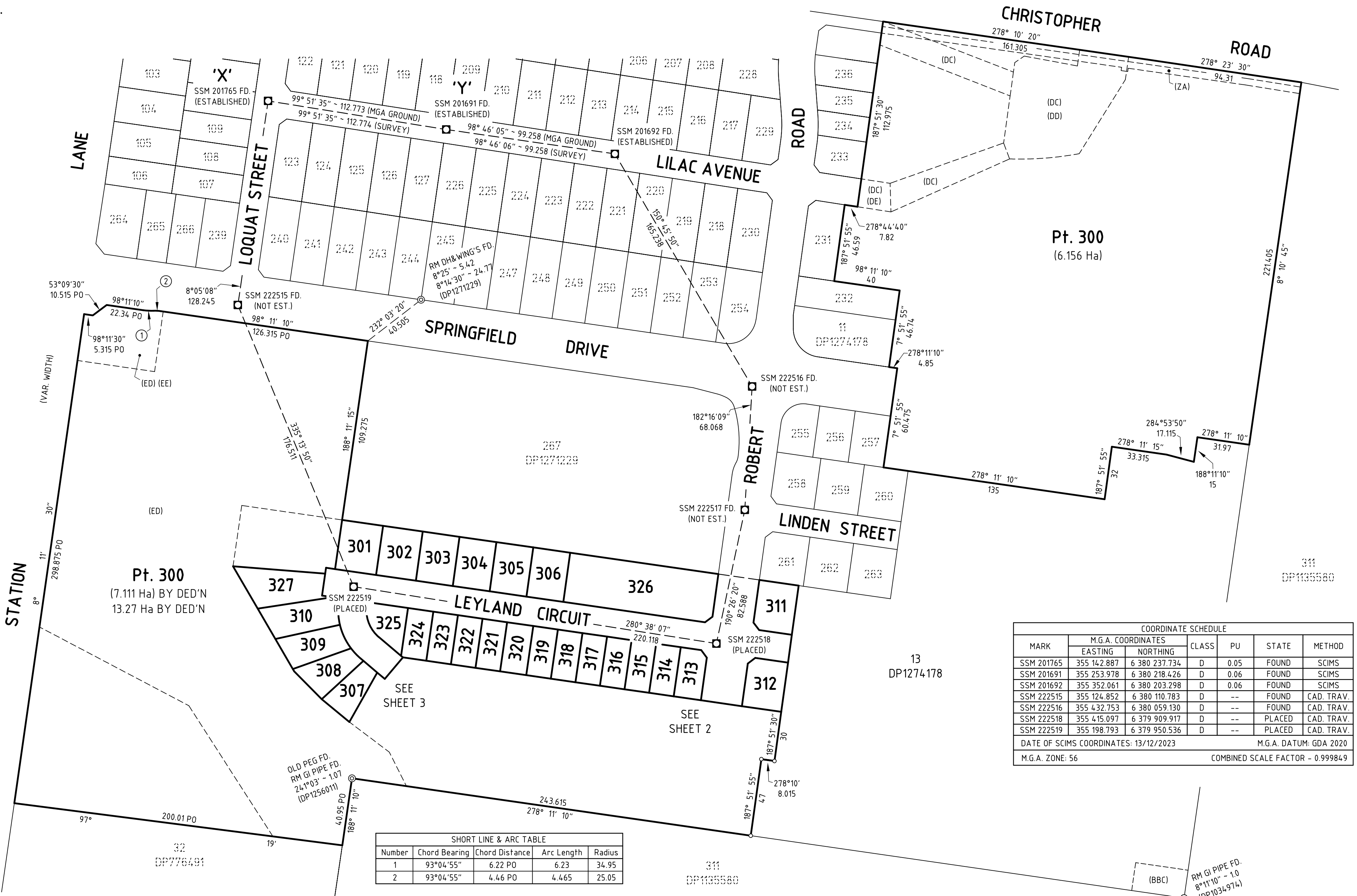
VERSION 4

21292

Schedule Two - Plan of Subdivision (Previous Stages )

M.G.A.

(SCIMS)



COORDINATE SCHEDULE						
MARK	M.G.A. COORDINATES		CLASS	PU	STATE	METHOD
	EASTING	NORTHING				
SSM 201765	355 142.887	6 380 237.734	D	0.05	FOUND	SCIMS
SSM 201691	355 253.978	6 380 218.426	D	0.06	FOUND	SCIMS
SSM 201692	355 352.061	6 380 203.298	D	0.06	FOUND	SCIMS
SSM 222515	355 124.852	6 380 110.783	D	--	FOUND	CAD. TRAV.
SSM 222516	355 432.753	6 380 059.130	D	--	FOUND	CAD. TRAV.
SSM 222518	355 415.097	6 379 909.917	D	--	PLACED	CAD. TRAV.
SSM 222519	355 198.793	6 379 950.536	D	--	PLACED	CAD. TRAV.

DATE OF SCIMS COORDINATES: 13/12/2023 M.G.A. DATUM: GDA 2020  
M.G.A. ZONE: 56 COMBINED SCALE FACTOR - 0.999849

SHORT LINE & ARC TABLE				
Number	Chord Bearing	Chord Distance	Arc Length	Radius
1	93°04'55"	6.22 PO	6.23	34.95
2	93°04'55"	4.46 PO	4.465	25.05

- (DC) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1269483)
- (DD) POSITIVE COVENANT (DP1269483)
- (DE) RIGHT OF ACCESS VARIABLE WIDTH (DP1269483)
- (ZA) EASEMENT FOR PIPELINE 4 & 6 WIDE (AM966158)
- (ED) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1271229)
- (EE) DRAINAGE BASIN REFERRED TO IN POSITIVE COVENANT (DP1271229)
- (BBC) AREA BENEFITED BY RESTRICTION ON THE USE OF LAND

SURVEYOR  
 Name: THOMAS F CAMPBELL  
 Date: 25/01/2024  
 Reference: 21064\_DP\_R6\_240206.pdf

PLAN OF SUBDIVISION OF LOT 268 DP1271229 & RIGHT OF ACCESS WITHIN LOT 13 DP1274178

LGA: MAITLAND  
 Locality: LOCHINVAR  
 Reduction Ratio 1:1500  
 Lengths are in metres.

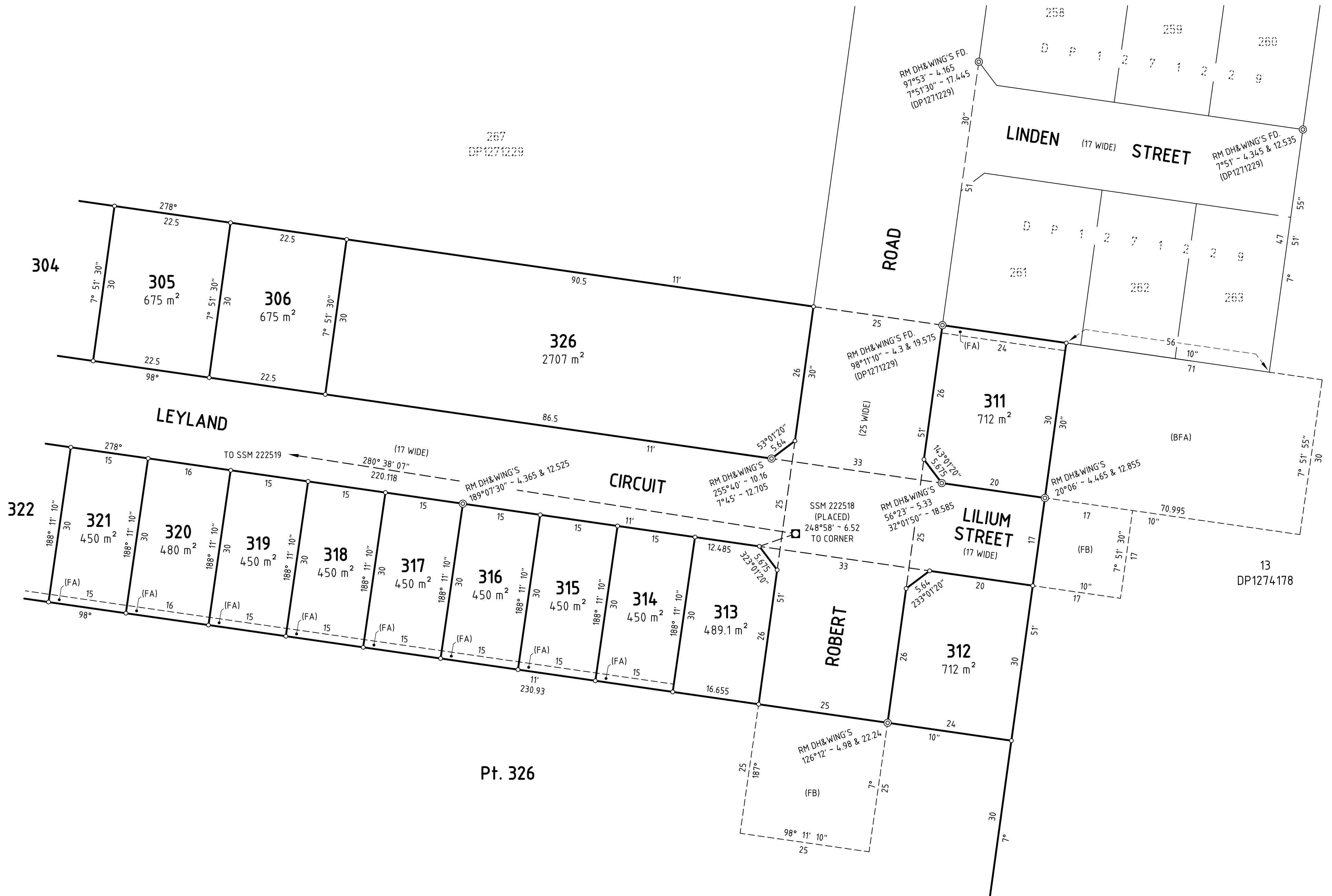
REGISTERED

**DP1271230**

M. G. A.

(SCIMS)

SHEET 3 ADJOINS



(FA) EASEMENT TO DRAIN WATER 1.5 WIDE  
 (FB) RIGHT OF ACCESS 17 & 25 WIDE  
 (BFA) AREA BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE

SURVEYOR  
 Name: THOMAS F CAMPBELL  
 Date: 25/01/2024  
 Reference: 21064\_DP\_R6\_240206.pdf

PLAN OF SUBDIVISION OF LOT 268 DP1271229 & RIGHT OF ACCESS WITHIN LOT 13 DP1274178

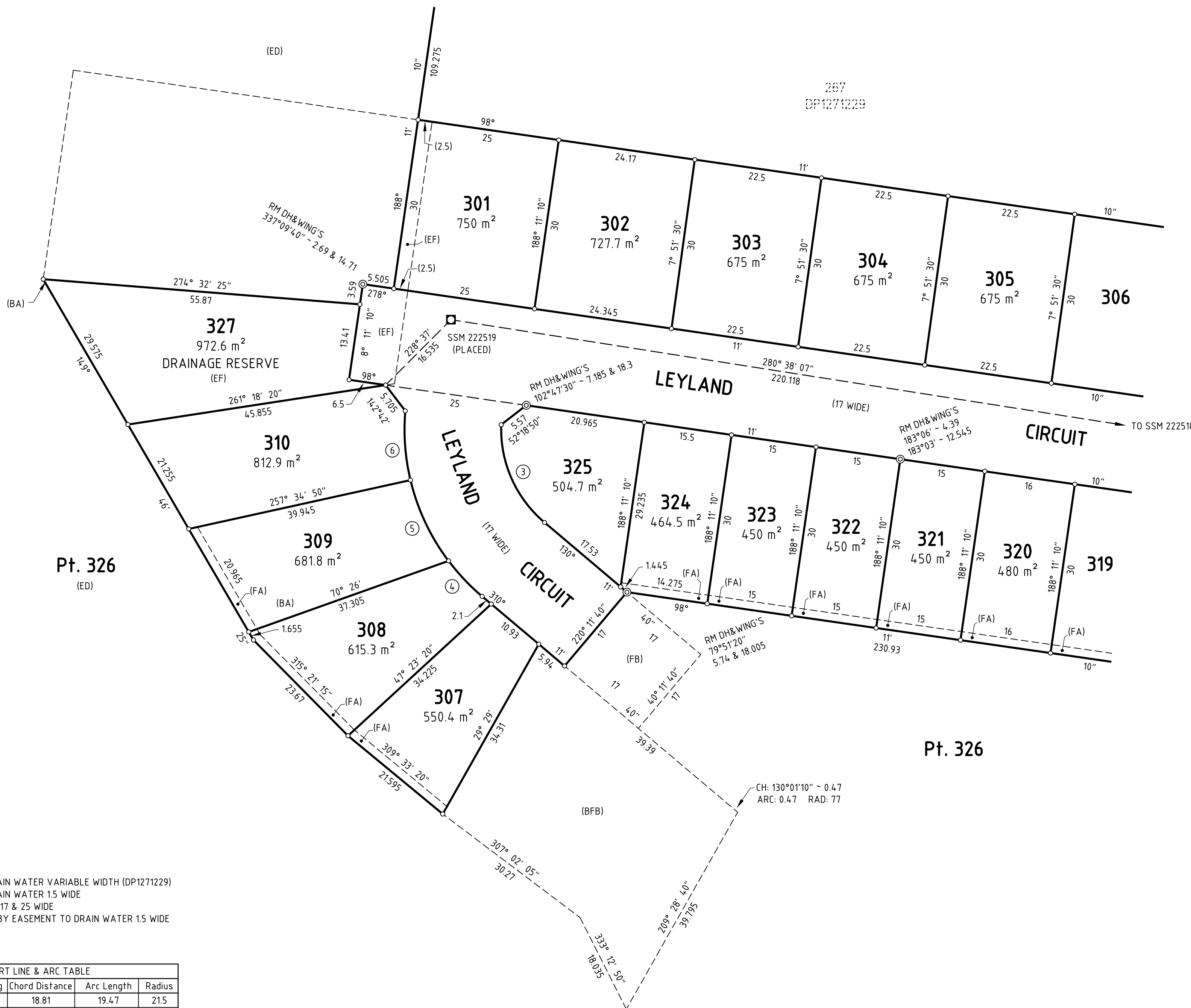
LGA: MAITLAND  
 Locality: LOCHINVAR  
 Reduction Ratio 1:500  
 Lengths are in metres.

REGISTERED

DP1271230

M. G. A.

(SCIMS)



SHEET 2 ADJOINS

- (EF) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1271229)
- (FA) EASEMENT TO DRAIN WATER 1.5 WIDE
- (FB) RIGHT OF ACCESS 17 & 25 WIDE
- (BFB) AREA BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE

SHORT LINE & ARC TABLE				
Number	Chord Bearing	Chord Distance	Arc Length	Radius
3	156°08'20"	18.81	19.47	21.5
4	316°35'50"	8.585	8.605	38.5
5	334°46'20"	15.71	15.82	38.5
6	355°39'45"	12.2	12.255	38.5

SURVEYOR Name: THOMAS F CAMPBELL Date: 25/01/2024 Reference: 21064_DP_R6_240206.pdf	PLAN OF SUBDIVISION OF LOT 268 DP1271229 & RIGHT OF ACCESS WITHIN LOT 13 DP1274178	LGA: MAITLAND Locality: LOCHINVAR Reduction Ratio 1:500 Lengths are in metres.	REGISTERED	DP1271230
--	--	---	------------	-----------

<b>PLAN FORM 6 (2019)</b>	<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 4 sheet(s)
Office Use Only  Registered:  Title System:	Office Use Only	
<b>PLAN OF SUBDIVISION OF LOT 268 DP1271229 &amp; RIGHT OF ACCESS WITHIN LOT 13 DP1274178</b>	LGA: MAITLAND Locality: LOCHINVAR Parish: GOSFORTH County: NORTHUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> <p style="text-align: center;"><b>THOMAS F CAMPBELL</b></p> <p>I, ..... of <u>Delfs Lascelles Pty Ltd, 260 Maitland Road Mayfield 2304</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><del>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on ....., or</del></p> <p>*(b) The part of the land shown in the plan (<del>being</del> excluding ** ..... <b>LOT 300</b> .....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, <u>25/01/2024</u> the part not surveyed was compiled in accordance with that Regulation, or</p> <p><del>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</del></p> <p>Datum Line: ..... 'X' - 'Y' .....</p> <p>Type: *Urban/<del>Rural</del></p> <p>The terrain is *Level-Undulating / <del>Steep Mountainous</del>.</p> <p>Signature:  Dated: <u>6/02/2024</u> .....</p> <p>Surveyor Identification No: ..... <u>8704</u> .....</p> <p>Surveyor registered under the <i>Surveying and Spatial information Act 2002</i></p> <div style="border: 1px solid black; padding: 2px; width: fit-content;"> <i>Electronic signature of me, Thomas F Campbell affixed by me, or at my direction, on 21/12/2023.</i> </div> <p><small>* Strike through if inapplicable. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>	
Plans used in the preparation of survey/compilation.  DP 717107      DP 1271229 DP 776491 DP 1034974 DP 1132263 DP 1232943 DP 1256011 DP 1256013 DP 1269482	<p style="text-align: center;">Subdivision Certificate</p> <p>I, ..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: .....</p> <p>Accreditation number: .....</p> <p>Consent Authority: .....</p> <p>Date of endorsement: .....</p> <p>Subdivision Certificate number: .....</p> <p>File number: .....</p> <p><small>* Strike through if inapplicable</small></p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE LEYLAND CIRCUIT, LILIUM STREET &amp; THE EXTENSION ROBERT ROAD TO THE PUBLIC AS PUBLIC ROAD, SUBJECT TO THE EXISTING EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1271229).</p> <p>IT IS INTENDED TO CREATE LOT 327 AS DRAINAGE RESERVE, SUBJECT TO THE EXISTING EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1271229).</p>
Surveyor's Reference: 21064_DP_R6_240206.pdf	Signatures, Seals and Section 88B Statements should appear on <b>PLAN FORM 6A</b>	

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 268  
DP1271229 & RIGHT OF ACCESS  
WITHIN LOT 13 DP1274178**

Subdivision Certificate number : .....

Date of Endorsement : .....

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - See 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

## SCHEDULE OF ADDRESSES

LOT	STREET No.	ROAD NAME	ROAD TYPE	LOCALITY
300	346	ROBERT	ROAD	LOCHINVAR
301	14	LEYLAND	CIRCUIT	LOCHINVAR
302	12	LEYLAND	CIRCUIT	LOCHINVAR
303	10	LEYLAND	CIRCUIT	LOCHINVAR
304	8	LEYLAND	CIRCUIT	LOCHINVAR
305	6	LEYLAND	CIRCUIT	LOCHINVAR
306	4	LEYLAND	CIRCUIT	LOCHINVAR
307	26	LEYLAND	CIRCUIT	LOCHINVAR
308	24	LEYLAND	CIRCUIT	LOCHINVAR
309	22	LEYLAND	CIRCUIT	LOCHINVAR
310	20	LEYLAND	CIRCUIT	LOCHINVAR
311	1	LILIUM	STREET	LOCHINVAR
312	2	LILIUM	STREET	LOCHINVAR
313	1	LEYLAND	CIRCUIT	LOCHINVAR
314	3	LEYLAND	CIRCUIT	LOCHINVAR
315	5	LEYLAND	CIRCUIT	LOCHINVAR
316	7	LEYLAND	CIRCUIT	LOCHINVAR
317	9	LEYLAND	CIRCUIT	LOCHINVAR
318	11	LEYLAND	CIRCUIT	LOCHINVAR
319	13	LEYLAND	CIRCUIT	LOCHINVAR
320	15	LEYLAND	CIRCUIT	LOCHINVAR
321	17	LEYLAND	CIRCUIT	LOCHINVAR
322	19	LEYLAND	CIRCUIT	LOCHINVAR
323	21	LEYLAND	CIRCUIT	LOCHINVAR
324	23	LEYLAND	CIRCUIT	LOCHINVAR
325	25	LEYLAND	CIRCUIT	LOCHINVAR
326	2	LEYLAND	CIRCUIT	LOCHINVAR
327	18	LEYLAND	CIRCUIT	LOCHINVAR

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

1. RESTRICTION ON THE USE OF LAND
2. EASEMENT TO DRAIN WATER 1.5 WIDE (FA)
3. RESTRICTION ON THE USE OF LAND
4. RIGHT OF ACCESS 17 & 25 WIDE (FB)

If space is insufficient use additional annexure sheet



Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 268  
DP1271229 & RIGHT OF ACCESS  
WITHIN LOT 13 DP1274178**

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
  - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
  - Signatures and seals - See 195D *Conveyancing Act 1919*
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number : .....

Date of Endorsement : .....

EXECUTED by

LOCHINVAR DOWNS PTY LTD        )  
 (ACN 622 571 831)                )  
 in accordance with Section 127 of    )  
 the Corporations Act                )

.....  
Signature

.....  
Signature

.....  
Name

.....  
Name

.....  
Position

.....  
Position

If space is insufficient use additional annexure sheet

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 268  
DP1271229 & RIGHT OF ACCESS  
WITHIN LOT 13 DP1274178**

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - See 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number : .....

Date of Endorsement : .....

EXECUTED by

NATIONAL AUSTRALIA BANK LIMITED

If space is insufficient use additional annexure sheet

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

(Sheet 1 of 9 sheets)

**Plan:** PLAN OF SUBDIVISION OF LOT 268 DP1271229 &  
 RIGHT OF ACCESS WITHIN LOT 13 DP1274178  
 Covered by Subdivision Certificate  
 dated

**Full name and address of the owner of the land:** Lochinvar Downs PTY LTD  
 (ACN 622 571 831)  
 1 Hartley Drive  
 Thornton NSW 2322

**PART 1 - CREATION**

<b>Number of item shown in the intention panel on the plan</b>	<b>Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.</b>	<b>Burdened lot(s) or parcel:</b>	<b>Benefited lot(s), road(s), bodies or Prescribed Authorities:</b>
1	Restriction on the Use of Land	301 to 326 inclusive	Every other lot except lot 300 & 327
2	Easement to drain water 1.5 wide (FA)	311  307 308  309  314 315 316 317 318 319 320 321 322 323 324	Part of 13/1274178 designated (BFA)  Part of 326 designated (BFB) Part of 326 designated (BFB), 307, 309, 310 310  313 313, 314 313 to 315 inclusive 313 to 316 inclusive 313 to 317 inclusive 313 to 318 inclusive 313 to 319 inclusive 313 to 320 inclusive 313 to 321 inclusive 313 to 322 inclusive 313 to 323 inclusive

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

(Sheet 2 of 9 sheets)

**Plan:** PLAN OF SUBDIVISION OF LOT 268 DP1271229 &  
 RIGHT OF ACCESS WITHIN LOT 13 DP1274178  
 Covered by Subdivision Certificate  
 dated

3	Restriction on the Use of Land	303, 307 to 310 inclusive and 313 to 325 inclusive	Part of 13/1274178 designated (BBC) on the Plan
4	Right of access 17 & 25 wide (FB)	326 & 13/1274178	Maitland City Council

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

(Sheet 3 of 9 sheets)

**Plan:** PLAN OF SUBDIVISION OF LOT 268 DP1271229 &  
RIGHT OF ACCESS WITHIN LOT 13 DP1274178  
Covered by Subdivision Certificate  
dated

## **PART 2 – TERMS**

### **1. Terms of the easement, profit a prendre, restriction, or positive covenant firstly referred to in the abovementioned plan.**

#### **Dwelling Houses**

- 1.1 No dwelling house may be erected or permitted to remain erected on any lot burdened having a total internal floor area of less than 120 m<sup>2</sup> exclusive of car accommodation, external landings and patios.
- 1.2 No dwelling house shall be erected or permitted to remain erected on a lot burdened with external walls of other than face brick, brick veneer, stone, glass, timber or concrete treated with painted texture render.
- 1.3 No dwelling house shall be erected or permitted to remain erected on any lot burdened having a roof of other than tiles (terracotta or cement) or non-reflective Colorbond. Untreated zincalume is prohibited.
- 1.4 No existing dwelling house or relocatable type dwelling shall be partially or wholly moved to, placed on, re-erected or permitted to remain on any lot burdened.

#### **Ancillary Buildings**

- 1.5 No ancillary building, not being the main dwelling house, shall be erected or permitted to remain on a lot burdened unless: -
  - (a) It is situate no closer to the street frontage than the dwelling house;
  - (b) It has an internal floor area of less than 80m<sup>2</sup>;

(An ancillary building does not include lawn lockers, pergolas, greenhouses, cubby houses or other utility type structures.)

#### **Fencing of Common Boundaries**

- 1.6 No fence shall be erected or permitted to remain on the boundary of a lot burdened if the same: -
  - (a) Is erected between the building line, as fixed by the Maitland City Council, and any adjoining public road that exceeds 1,200 mm in height. This

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

(Sheet 4 of 9 sheets)

**Plan:** PLAN OF SUBDIVISION OF LOT 268 DP1271229 &  
RIGHT OF ACCESS WITHIN LOT 13 DP1274178  
Covered by Subdivision Certificate  
dated

restriction shall not prevent or preclude the fencing of boundaries of a lot common with a pathway or public reserve up to 1,800 mm in height;

(b) Is constructed on a boundary behind the building line as fixed by the Maitland City Council that exceeds 1,800 mm in height.

(c) For corner lots, fencing of the secondary frontage is constructed of materials other than dressed timber or rough sawn lapped and capped timber.

1.7 No fence shall be erected on a lot burdened unless it is erected without expense to Lochinvar Downs PTY LTD, its successors and permitted assigns other than Purchasers on sale.

1.8 No fence shall be erected on a lot burdened unless it is constructed of dark-toned, non-reflective material.

**Prohibited Activities**

1.9 No obnoxious, noisy or offensive occupation, trade or business shall be conducted or carried out on any lot burdened.

1.10 No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other building may be used at any time as residential accommodation on the lot burdened.

1.11 No temporary structure, caravan, camper or detached ancillary building may be permitted to remain erected on a lot burdened prior to the issue of an Occupation Certificate for the dwelling house erected on the lot burdened.

1.12 No motor truck, lorry or semi-trailer with a load carrying capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened unless the same is being used in connection with the erection of a dwelling on the relevant lot burdened and only prior to occupation of the dwelling.

1.13 No boat, trailer, caravan, camper or other vehicle intended to be towed may be placed, parked, stored or permitted to remain on the lot burdened unless same is located behind the dwelling house erected on the lot burdened.

1.14 No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one year from the date of transfer by Lochinvar Downs PTY LTD without the prior written consent of Lochinvar Downs PTY LTD.

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

(Sheet 5 of 9 sheets)

**Plan:** PLAN OF SUBDIVISION OF LOT 268 DP1271229 &  
RIGHT OF ACCESS WITHIN LOT 13 DP1274178  
Covered by Subdivision Certificate  
dated

**Acknowledgment of Covenants**

- 1.15 The proprietor of a burdened lot acknowledges that prior to purchasing the subject lot they have made their own inquiries about the nature and effect of these covenants.
- 1.16 The proprietor of a burdened lot acknowledges that the burden of the covenants in this instrument run with the lot for the benefit of each other proprietor of a lot in a subdivision, excluding land which is not residential, and shall be enforceable against the proprietor of each and every lot from time to time so burdened.
- 1.17 The proprietor of each lot acknowledges that the covenants are separate from each other and if any covenant is declared invalid or unenforceable then the remaining restrictive covenants will not be affected and each remaining covenant will be valid and enforceable to the full extent permitted by law.

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

The name of the person having the power to release, vary or modify this Restriction on the Use of Land is Lochinvar Downs PTY LTD and if Lochinvar Downs PTY LTD no longer exist or is not the registered proprietor of the land comprised in the plan of subdivision then the person or persons for the time being the registered proprietor of land in the plan of subdivision within 50 metres of the lot burdened shall be empowered to release or vary the restriction.

**2. Name of person or authority empowered to release, vary or modify the easement, profit a prendre, restriction, or positive covenant secondly referred to in the abovementioned plan:**

The owners of the lots benefited but only with the consent of Maitland City Council.

**3. Terms of the easement, profit a prendre, restriction, or positive covenant thirdly referred to in the abovementioned plan.**

3.1 For the purposes of this clause:

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

(Sheet 6 of 9 sheets)

**Plan:** PLAN OF SUBDIVISION OF LOT 268 DP1271229 &  
RIGHT OF ACCESS WITHIN LOT 13 DP1274178  
Covered by Subdivision Certificate  
dated

- (a) "application" includes a development application and an application for a complying development certificate (as defined in the Environmental Planning and Assessment Act 1979); and
- (b) "relevant approval body" includes the consent authority and an accredited certifier (as defined in the Environmental Planning and Assessment Act 1979).

- 3.2 Not more than one main residential dwelling shall be erected on any lot burdened.
- 3.3 Without limiting the subclause 3.2 above, the owner of the burdened lot must not make any application, or consent to an application being made on its behalf, requesting consent from the relevant approval body to construct more than one residential dwelling on the burdened lot.
- 3.4 The burdened lot must not be further subdivided.
- 3.5 Without limiting subclause 3.4 above, the owner of the burdened lot must not make any application, or consent to an application being made on its behalf, requesting consent from the relevant approval body to subdivide the burdened lot.
- 3.6 The benefit of this restriction on the use of land will cease to apply to any part of the benefited lot where Lochinvar Downs PTY LTD is no longer the registered proprietor of the land designated (BBC) in the Plan.



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

(Sheet 7 of 9 sheets)

**Plan:** PLAN OF SUBDIVISION OF LOT 268 DP1271229 &  
RIGHT OF ACCESS WITHIN LOT 13 DP1274178  
Covered by Subdivision Certificate  
dated

EXECUTED by:

**LOCHINVAR DOWNS PTY LTD** )  
**(ACN 622 571 831)** )  
in accordance with Section 127 of the )  
Corporations Act )

.....  
Signature

.....  
Signature

.....  
Name

.....  
Name

.....  
Position

.....  
Position

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

(Sheet 8 of 9 sheets)

**Plan:** PLAN OF SUBDIVISION OF LOT 268 DP1271229 &  
RIGHT OF ACCESS WITHIN LOT 13 DP1274178  
Covered by Subdivision Certificate  
dated

**EXECUTED by:**

**NATIONAL AUSTRALIA BANK LIMITED**

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

(Sheet 9 of 9 sheets)

**Plan:** PLAN OF SUBDIVISION OF LOT 268 DP1271229 &  
RIGHT OF ACCESS WITHIN LOT 13 DP1274178  
Covered by Subdivision Certificate  
dated

EXECUTED by:

**MAITLAND CITY COUNCIL** )  
by authorised delegate pursuant to s.377 )  
Local Government Act 1993 )  
)

I certify that I am an eligible witness and that  
the delegate signed in my presence

.....  
Signature of delegate

.....  
Signature of witness

.....  
Name of delegate

.....  
Name of witness

.....  
.....  
Address of witness

**NOTES:**

- THE CONSTRUCTOR MUST COMPLY WITH ALL OBLIGATIONS REQUIRED OF THE ACCREDITED CONTRACTOR UNDER HUNTER WATER'S CORPORATE STANDARD FOR ROUTINE MAJOR WORKS - ACCREDITED CONSTRUCTION CONTRACTORS.
- THE CONSTRUCTOR SHALL ALSO CARRY OUT THE WORK IN ACCORDANCE WITH THE VERIFICATION AND MONITORING PLAN (VMP) PREPARED BY GCA, INCLUDING BUT NOT NECESSARILY LIMITED TO THE PREPARATION OF RELEVANT DOCUMENTS AND PLANS, PROGRESSIVE CAPTURE OF INFORMATION / DATA RELATING TO THE WORKS, AND LIAISING WITH GCA WHERE REQUIRED TO SATISFY ALL REQUIREMENTS UNDER THE HUNTER WATER'S CORPORATE STANDARD FOR ROUTINE MAJOR WORKS.
- THE WORKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH:
  - THE DESIGN DRAWINGS
  - CONSTRUCTION NOTES
  - WSA 02-2014-31 HWC EDITION (VERSION 2) PART 2 (CONSTRUCTION)
  - WSA 02-2014-31 HWC EDITION (VERSION 2) PART 3 (STANDARD DRAWINGS)
  - REFERENCE DRAWINGS NOTED IN THE TABLE OF REFERENCE DRAWINGS, INCLUDED IN THIS DRAWING SET.
- THE CONSTRUCTOR IS TO UNDERTAKE THE FOLLOWING PRIOR TO PROCEEDING:
  - VERIFY THE POSITIONS AND LEVELS OF ALL EXISTING AND PROPOSED BOUNDARIES, SERVICES, PIPES, CABLES, CONDUITS AND ANCILLARY STRUCTURES.
  - VERIFY THE CONNECTION LEVELS INTO THE EXISTING SEWERAGE SYSTEM.
  - NOTIFY THE SUPERINTENDENT OF ANY DISCREPANCIES OR CONFLICTS WITH THE DESIGN DRAWINGS FOR FURTHER DIRECTION.
- SEWERAGE CONSTRUCTION WORK SHALL NOT COMMENCE ON SITE UNTIL PRE-CONSTRUCTION DOCUMENTATION HAS BEEN PROVIDED TO GCA AND GCA HAS PROVIDED WRITTEN CONFIRMATION OF RELEASE OF HOLD POINT FOR SUBMISSION OF PRE-CONSTRUCTION DOCUMENTATION.
- OTHER HOLD / WITNESS POINTS WILL APPLY TO THIS CONTRACT. REFER TO THE VMP PREPARED BY GCA.
- ACCEPTANCE TESTING IS TO BE CARRIED OUT IN ACCORDANCE WITH SECTION 21 OF WSA 02-2014-31 HWC EDITION (VERSION 2) PART 2 (CONSTRUCTION). ALL TEST RECORDS SHALL BE COLLATED AND CLEARLY IDENTIFIED IN A COMPLETE QUALITY ASSURANCE PACKAGE TO BE PROVIDED TO GCA AT THE COMPLETION OF THE WORKS.
- ALL PRODUCTS AND MATERIALS ARE TO BE SELECTED FROM THE HUNTER WATER CORPORATION LIST OF APPROVED PRODUCTS AND MATERIALS OR OTHERWISE COMPLIANT WITH HUNTER WATER'S GUIDELINE - ENGINEERING PRODUCTS (WATER AD SEWER).
- ALL PROPERTY CONNECTIONS ARE TO BE LOCATED 1.0m FROM THE DOWNSTREAM BOUNDARY UNLESS OTHERWISE INDICATED.
- LAY PIPES IN ACCORDANCE WITH THE SUPPORT TYPE AS SHOWN ON THE LONGITUDINAL SECTIONS AND SEW-1251-H STANDARD TRENCH DETAILS.
- ALL PROPERTY CONNECTIONS ARE TO BE BURIED INTERFACE METHOD IN ACCORDANCE WITH SEW-1105 AND SEW-1107-V WITH:
  - VERTICAL RISERS PROVIDED (TO SEW-1107-V) WHERE SEWER DEPTH IS GREATER THAN 1.5m.
  - DETECTABLE MARKING TAPE (TO SEW-1107-V) RAISED TO THE SURFACE AT EACH JUNCTION.
- WHERE SHOWN, PROPERTY CONNECTIONS AT TERMINAL MAINTENANCE SHAFTS (TMS) SHALL BE CONSTRUCTED BY INSTALLING A JUNCTION TO THE VERTICAL RISER AS SHOWN ON SEW-1316-V.
- WHERE SEWER WILL BE LOCATED IN FILL AREAS:
  - FILLING IS TO BE COMPLETED ABOVE THE PIPE EMBEDMENT ZONE PRIOR TO THE COMMENCEMENT OF TRENCHING AND PIPE LAYING.
  - FILL MATERIAL SHALL CONTAIN NO ORGANIC OR OTHER MATERIALS THAT MAY DECOMPOSE AND THEREBY, OR OTHERWISE, LEAD TO LONG-TERM SETTLEMENT.
  - COMPACTION OF ALL FILL BELOW THE INVERTS OF PROPOSED SEWER IS TO BE COMPLETED TO NOT LESS THAN 95% OF STANDARD MAXIMUM DRY DENSITY (OR THE REQUIREMENTS OF THE PARENTS SUBDIVISION WORKS, WHICH EVER IS THE HIGHER COMPACTION STANDARD).
- CONSTRUCT ALL MAINTENANCE HOLES IN ACCORDANCE WITH:
  - LONG SECTION LEVELS.
  - SEW-1300-V TYPE P1 OR TYPE P2 AS SHOWN IN LONG SECTIONS.
  - OTHER MAINTENANCE STRUCTURES (AS SPECIFIED ON DESIGN PLANS)
  - ALL COMPONENT JOINTS TO BE SEALED AS PER SEW1300-V NOTE 11.
  - SEW-1302-V PIPE CONNECTIONS
  - SEW-1303-V CHANNEL LEVELS
  - SEW-1304-V / SEW-1305-V CHANNEL ARRANGEMENTS
  - SEW-1308-V COVER ARRANGEMENTS
- CONSTRUCT DROP STRUCTURES AS SHOWN ON THE LONGITUDINAL SECTIONS. THE DESIGNER SHALL BE CONSULTED ON ANY PROPOSAL TO DELETE DROP STRUCTURES DURING CONSTRUCTION.
- APART FROM GENERAL TRENCH INSPECTION REQUIREMENTS UNDER WSA02 PART 2 CONSTRUCTION, GEOTECHNICAL INSPECTION IS REQUIRED AT THE TRENCH INVERT FOR ALL LOCATIONS WHERE CONCRETE ENCASEMENT IS PROPOSED. THE GEOTECHNICAL ENGINEER MUST CONFIRM THAT THE CONDITIONS AT SUBGRADE ARE SUITABLE FOR PIPE INSTALLATION AND ENCASEMENT, AND NEGLIGIBLE SETTLEMENT IS EXPECTED. WHERE SUCH CONFIRMATION CANNOT BE PROVIDED BY THE GEOTECHNICAL ENGINEER THEN THE CONTRACTOR SHALL SEEK FURTHER ADVICE ON FURTHER SUPPORT (SUCH AS PIERING UNDER THE ENCASEMENT) PRIOR TO PROCEEDING.
- PROVIDE BULKHEAD AND TRENCHSTOPS WHERE NOTED ON LONGITUDINAL SECTIONS IN ACCORDANCE WITH SEW-1206.
- DETECTABLE MARKER TAPE IS TO BE PROVIDED ABOVE THE PIPE EMBEDMENT ZONE IN THE POSITION INDICATED ON SEW-1201-V. DETECTABLE MARKER TAPE AND A WOODEN PEG SHALL ALSO BE USED TO IDENTIFY THE LOCATION OF PROPERTY CONNECTION JUNCTIONS.

PROPERTY CONNECTION DATA					
LOT	PROPERTY CONNECTION IL	RISER HEIGHT	FINISHED SURFACE LEVEL	SEWER INVERT LEVEL	CONNECTION DEPTH
LOT 301	37.87	0.00	38.91	37.80	1.04
LOT 302	38.61	0.00	39.99	38.54	1.38
LOT 303	39.39	0.00	40.72	39.31	1.33
LOT 304	40.10	0.00	41.36	40.03	1.26
LOT 305	40.82	0.00	41.98	40.75	1.16
LOT 306	41.54	0.00	42.65	41.47	1.11
LOT 307	35.67	0.00	36.99	35.56	1.32
LOT 308	35.54	0.00	36.68	35.43	1.14
LOT 309	35.40	0.00	37.04	35.29	1.64
LOT 310	35.29	0.00	36.89	35.18	1.60
LOT 311	45.35	0.00	46.67	45.28	1.32
LOT 312	44.80	0.00	46.66	44.73	1.86
LOT 313	43.05	0.00	44.29	42.97	1.24
LOT 314	42.82	0.00	44.02	42.74	1.20
LOT 315	42.57	0.00	43.79	42.50	1.22
LOT 316	42.33	0.00	43.64	42.26	1.31
LOT 317	42.09	0.00	43.48	42.02	1.39
LOT 318	41.87	0.00	43.13	41.80	1.26
LOT 319	41.36	0.00	42.61	41.29	1.25
LOT 320	40.85	0.00	42.07	40.77	1.22
LOT 321	40.36	0.00	41.57	40.29	1.21
LOT 322	39.94	0.00	41.14	39.86	1.20
LOT 323	39.25	0.00	40.54	39.18	1.29
LOT 324	38.71	0.00	40.00	38.63	1.29
LOT 325	38.15	0.00	39.37	38.07	1.22
LOT 326	42.25	0.00	43.36	42.17	1.11
FUT LOT 1	35.93	0.00	37.29	35.82	1.36
FUT LOT 2	45.62	0.00	46.95	45.55	1.33

**NOTE:**  
REFER TO DESIGNER FOR CLARIFICATION ON LOT CONNECTION REQUIREMENTS IF REQUIRED PRIOR TO VARYING FROM THE CONNECTION LEVELS NOTED IN THIS TABLE.

- LOT CONNECTION REQUIRED TO BE >15m DEEP TO DRAIN LOT

**FITTING TYPES**

MH(P1) - PRE-CAST MAINTENANCE HOLE <1.2m DEPTH TO INVERT  
 MH(P2) - PRE-CAST MAINTENANCE HOLE >1.2m DEPTH TO INVERT (REFER TO SEW-1300-V FOR MAINTENANCE HOLES)  
 MH(CI) - CAST-IN-SITU MAINTENANCE HOLE  
 MH(PE) - POLYETHYLENE (SMARTSTREAM "SMARTPIT") MANHOLE  
 TMS - TERMINAL MAINTENANCE SHAFT (REFER TO SEW-1350-H FOR TERMINAL MAINTENANCE SHAFTS)  
 MC - MAINTENANCE CHAMBER (REFER TO SEW-1314-V - SEW-1317-V FOR TERMINAL MAINTENANCE CHAMBERS)

MINIMUM CLEARANCE REQUIREMENTS			
UTILITY (EXISTING OR PROPOSED)	MINIMUM HORIZONTAL CLEARANCE (mm)		MINIMUM VERTICAL CLEARANCE <sup>1</sup> (mm)
	NEW SEWER SIZE		
	<= DN300	> DN300	
SEWERS <= DN300	300	600	150 <sup>2</sup> /300
SEWERS > DN300	600	600	300
GAS MAINS	300 <sup>3</sup>	600	150 <sup>2</sup> /300
TELECOMMUNICATIONS CONDUITS AND CABLES	300 <sup>4</sup>	600	150 <sup>2</sup> /300
ELECTRICITY CONDUITS AND CABLES	500	1000	225 <sup>2</sup> /300
STORMWATER DRAINS <sup>5</sup>	300 <sup>3</sup>	600	150 <sup>2</sup> and 5/300 <sup>6</sup>
WATER MAINS	1000 <sup>8</sup> /600	1000 <sup>8</sup> /600	500 <sup>9</sup>
KERBS	150 <sup>7</sup>	600 <sup>7</sup>	N/A

**CLEARANCE NOTES:**

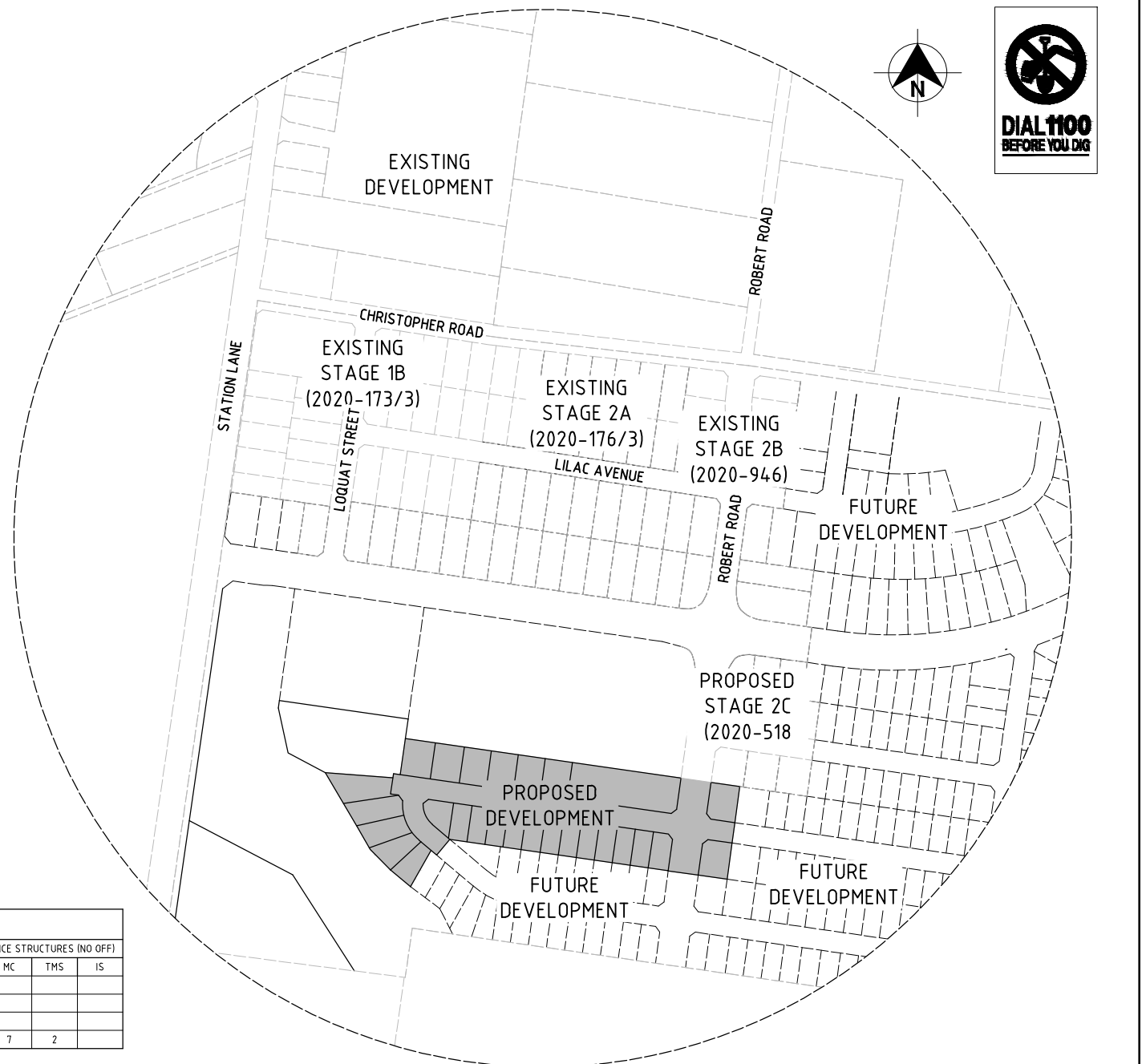
- VERTICAL CLEARANCES APPLY WHEN SEWERS CROSS ONE ANOTHER, EXCEPT IN THE CASE OF WATER MAINS WHEN A VERTICAL SEPARATION SHOULD ALWAYS BE MAINTAINED, EVEN WHEN THE SEWER AND WATER MAIN ARE PARALLEL. THE SEWER SHOULD ALWAYS BE LOCATED BELOW THE WATER MAIN TO MINIMISE THE POSSIBILITY OF BACKFLOW CONTAMINATION IN THE EVENT OF A MAIN BREAK.
- A MINIMUM VERTICAL CLEARANCE OF 300mm APPLIES IF THE SIZE OF THE EXISTING SERVICE OR PROPOSED SEWER IS >DN300.
- CLEARANCES CAN BE FURTHER REDUCED TO 150mm FOR DISTANCES UP TO 2m WHEN PASSING INSTALLATIONS SUCH AS POLES, PITS AND SMALL STRUCTURES, PROVIDING THE STRUCTURE IS NOT DESTABILISED IN THE PROCESS.
- A SEWER TO BE CONSTRUCTED UNDER AN EXISTING OR PROPOSED STORMWATER PIPE OR CHANNEL >DN375 MAY BE CONCRETE ENCASED. CONCRETE ENCASE SEWERS CROSSING UNDER BRICK BARREL DRAINS OR UNLINED OPEN DRAIN OR CHANNEL. THE CONCRETE ENCASUREMENT SHALL EXTEND AT LEAST 1m EACH SIDE OF THE STORMWATER PIPE OR CHANNEL. CLEARANCES BETWEEN THE SEWER AND OTHER SERVICES SHALL BE MEASURED FROM THE OUTER SURFACE OF THE CONCRETE ENCASEMENT (REFER SEW-1205).
- SEWERS SHOULD ALWAYS CROSS UNDER WATER MAINS AND STORMWATER DRAINS. IF THIS REQUIREMENT CANNOT BE MET, CONSULT THE WATER AGENCY IN RESPECT OF ALTERNATIVES SUCH AS ADJUSTING THE WATER MAIN OR STORMWATER DRAIN. WHERE A SEWER CROSSES A WATER MAIN AT OR CLOSE TO 90°, THE VERTICAL CLEARANCE MAY BE REDUCED SUBJECT TO WATER AGENCY REQUIREMENTS.
- WHEN THE SEWER IS AT THE MINIMUM VERTICAL CLEARANCE BELOW THE WATER MAIN (500mm) MAINTAIN A MINIMUM HORIZONTAL CLEARANCE OF 1000mm. THIS MINIMUM HORIZONTAL CLEARANCE CAN BE PROGRESSIVELY REDUCED TO 600mm AS THE VERTICAL CLEARANCE INCREASES TO 750mm.
- CLEARANCE FROM KERBS SHALL BE MEASURED FROM THE NEAREST POINT OF THE KERB.

SEWER SETOUT TABLE (GDA94)				
POINT	EASTING	NORTHING	FITTING TYPE	
PROP K7120	355101.71	6380106.66	PROP MH	
K7304	355088.32	6380010.12	MH(P2)	
K7305	355096.26	6379974.05	MH(P2)	
K7306	355126.76	6379957.93	MH(P2)	
K7307	355162.99	6379896.78	MH(P2)	
MC3983	355181.96	6379876.91	MC	
TEMP DE1	355198.73	6379863.59	DE	
FUT MC1	355222.11	6379845.01		
MC3984	355186.14	6379957.35	MC	
TMS4177	355326.95	6379936.60	TMS	
MC3985	355194.60	6379908.02	MC	
MC3986	355214.82	6379915.17	MC	
K7309	355229.51	6379904.44	MH(P2)	
MC3987	355259.20	6379900.17	MC	
K7310	355319.47	6379890.70	MH(P2)	
TMS4178	355393.71	6379880.03	TMS	
MC4025	355233.31	6379899.55	MC	
PROP K7127	355445.34	6379945.95	PROP MH	
K7308	355438.12	6379897.27	MH(P2)	
K7328	355434.88	6379870.07	MH(P2)	
FUT MC5	355431.19	6379884.98		
TEMP DE6	355469.10	6379942.53	DE	
MC4024	355462.31	6379896.94	MC	

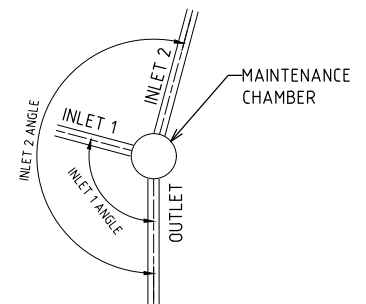
SEWER PIPE DATA						
PIPE SIZE (MM)	PIPE TYPE	LENGTH (M)	MAINTENANCE STRUCTURES (NO OFF)			
			MH	MC	TMS	IS
150	uPVC-SN8	572				
225	uPVC-SN8	289				
BRANCHES						
TOTAL			8	7	2	

MAINTENANCE CHAMBER SCHEDULE					
MC No.	INLET 1 HORIZONTAL BEND (DEG)	INLET 1 GRADE	INLET 2 HORIZONTAL BEND (DEG)	INLET 2 GRADE	OUTLET GRADE
MC3983	187.88	1.32%	-	-	0.51%
MC3984	187.82	3.19%	-	-	4.45%
MC3985	180.00	0.77%	-	-	2.47%
MC3986	235.61	3.19%	-	-	0.77%
MC3987	180.75	3.17%	-	-	4.12%
MC4024	187.40	3.79%	-	-	4.02%
MC4025	166.78	4.91%	-	-	3.79%

HORIZONTAL BENDS ARE MEASURED CLOCKWISE FROM OUTLET

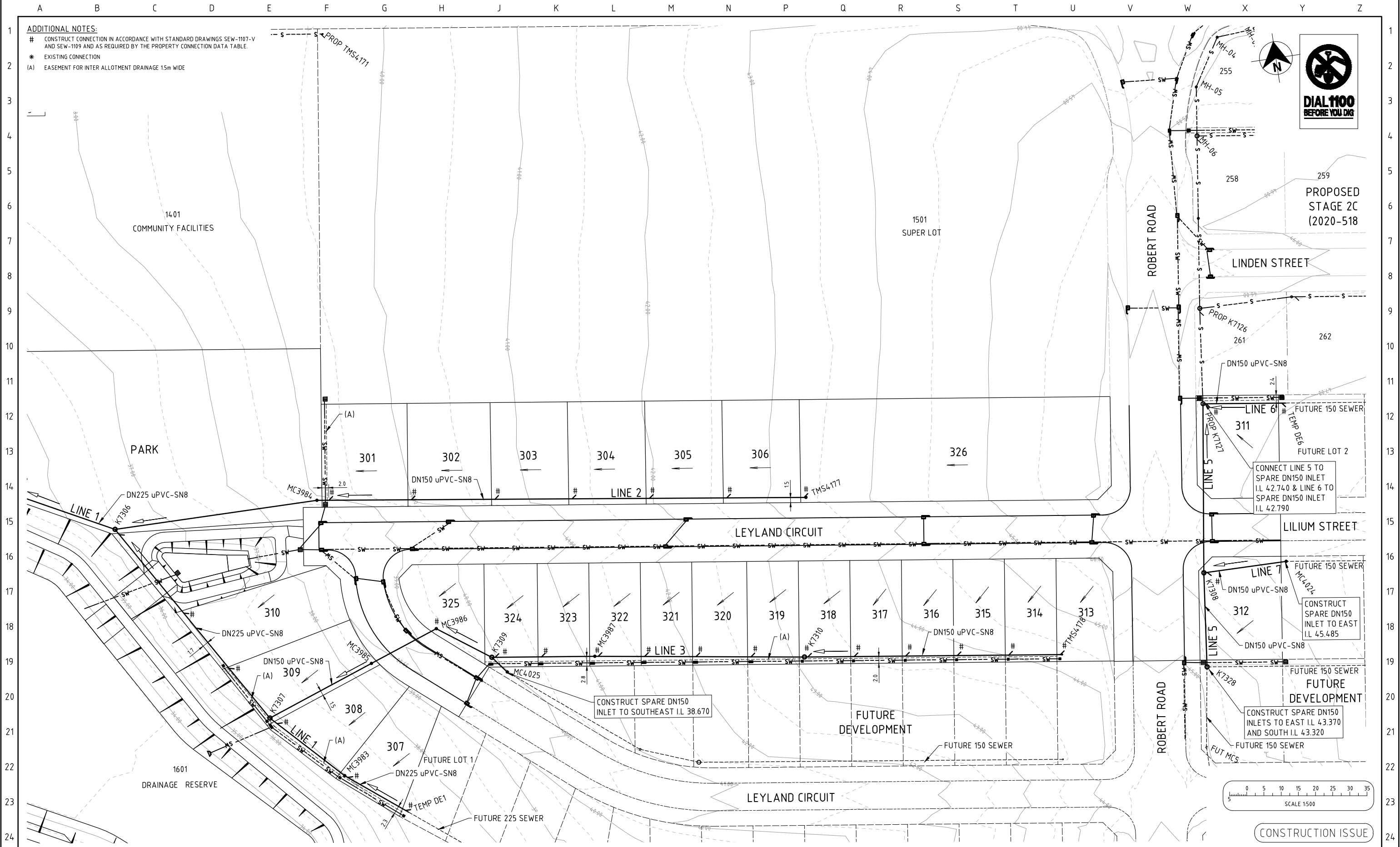


LOCALITY PLAN  
NOT TO SCALE

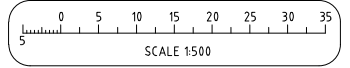


MAINTENANCE CHAMBER DIAGRAM  
(REFER TO TABLE FOR PARAMETERS)

CONSULTANT DETAILS:		DESIGNED: DB DATE: 03/03/23 COMPANY: GCA TITLE: 2020-519/2	
 LEVEL 1, 1 HARTLEY DRIVE (PO BOX 3337) THORNTON NSW 2322 PH: (02) 4964 1811		DRAWN: DB DATE: 03/03/23 COMPANY: GCA	
GCA ENGINEERING SOLUTIONS ABN 92 086 017 745		CHECKED: AS DATE: 03/03/23 COMPANY: GCA	
CONSULTANT REFERENCE No. 21055		APPROVED: AS DATE: 03/03/23 COMPANY: GCA	
00 CONSTRUCTION ISSUE	DB 02/05/23	PROPOSED SEWERMAINS 44 CHRISTOPHER ROAD, LOCHINVAR - STAGE 3	
0A FIRST DRAFT	DB 03/03/23	SIZE: A1	SCALE: INDEX No. DRAWING No. SHEET 001 REV No. 00
REVISION DETAILS		No.	DATE



**ADDITIONAL NOTES:**  
 # CONSTRUCT CONNECTION IN ACCORDANCE WITH STANDARD DRAWINGS SEW-1107-V AND SEW-1109 AND AS REQUIRED BY THE PROPERTY CONNECTION DATA TABLE.  
 \* EXISTING CONNECTION  
 (A) EASEMENT FOR INTER ALLOTMENT DRAINAGE 1.5m WIDE



CONSTRUCTION ISSUE

No.	REVISION DETAILS	DWN	DATE
00	CONSTRUCTION ISSUE	DB	02/05/23
0A	FIRST DRAFT	DB	03/03/23

**CONSULTANT DETAILS:**



LEVEL 1, 1 HARTLEY DRIVE  
 (PO BOX 3337)  
 THORNTON NSW 2322  
 PH: (02) 4964 1811

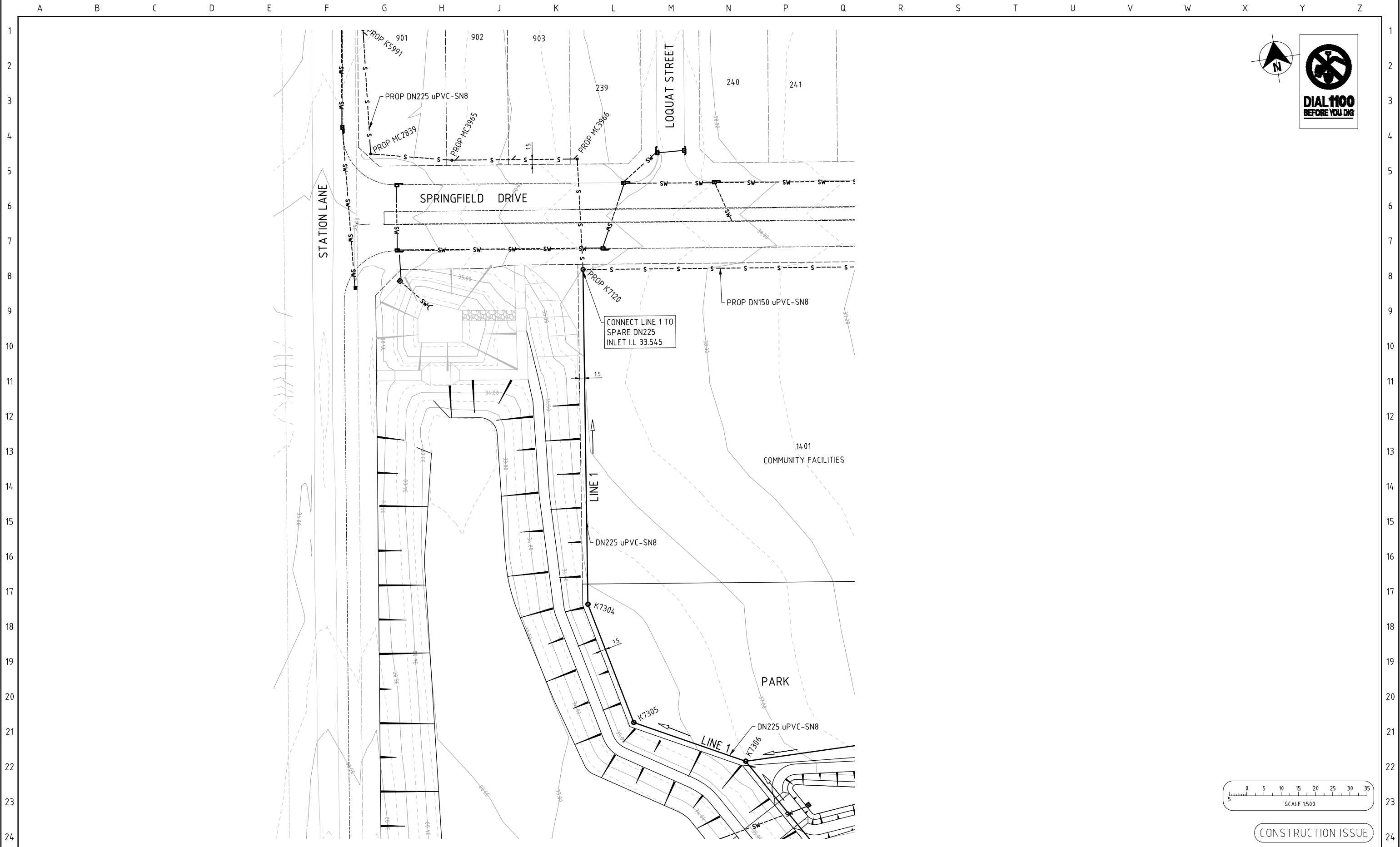
GCA ENGINEERING SOLUTIONS  
 ABN 92 086 017 745

CONSULTANT REFERENCE No. 21055



DESIGNED:	DB	DATE:	03/03/23	COMPANY:	GCA
DRAWN:	DB	DATE:	03/03/23	COMPANY:	GCA
CHECKED:	AS	DATE:	03/03/23	COMPANY:	GCA
APPROVED:	AS	DATE:	03/03/23	COMPANY:	GCA

TITLE:	2020-519/2		
PROPOSED SEWERMAINS 44 CHRISTOPHER ROAD, LOCHINVAR - STAGE 3			
SIZE:	A1	SCALE:	1:500
INDEX No.		DRAWING No.	
SHEET	002	REV No.	00



CONSTRUCTION ISSUE

VERSION	No.	REVISION DETAILS	DWN	DATE
00	CONSTRUCTION ISSUE		DB	02/05/23
0A	FIRST DRAFT		DB	03/03/23

CONSULTANT DETAILS:



**GCA**  
ENGINEERING SOLUTIONS

LEVEL 1, 1 HARTLEY DRIVE  
(PO BOX 3337)  
THORNTON NSW 2322

GCA ENGINEERING SOLUTIONS  
ABN 92 086 017 745

PH: (02) 4964 1811

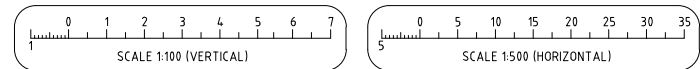
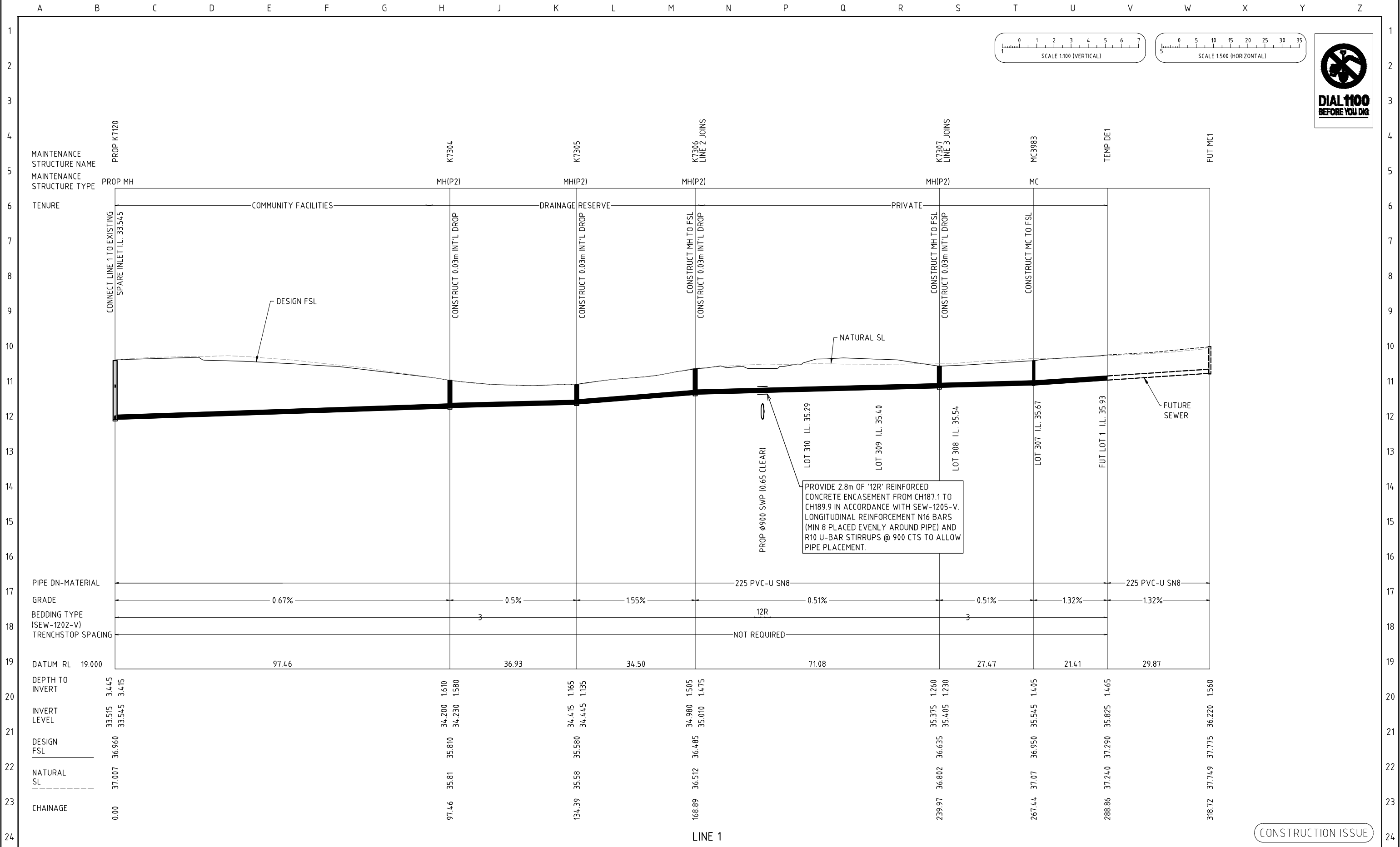
CONSULTANT REFERENCE No. 21055



DESIGNED:	DB	DATE:	03/03/23	COMPANY:	GCA
DRAWN:	DB	DATE:	03/03/23	COMPANY:	GCA
CHECKED:	AS	DATE:	03/03/23	COMPANY:	GCA
APPROVED:	AS	DATE:	03/03/23	COMPANY:	GCA

TITLE:		2020-519/2			
PROPOSED SEWERMAINS 44 CHRISTOPHER ROAD, LOCHINVAR - STAGE 3					
SIZE:	A1	SCALE:	1:500	INDEX No.	
DRAWING No.		SHEET	003	REV No.	00





VERSION	No.	REVISION DETAILS	DATE
00	CONSTRUCTION ISSUE	DB	02/05/23
0A	FIRST DRAFT	DB	03/03/23

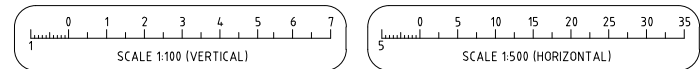
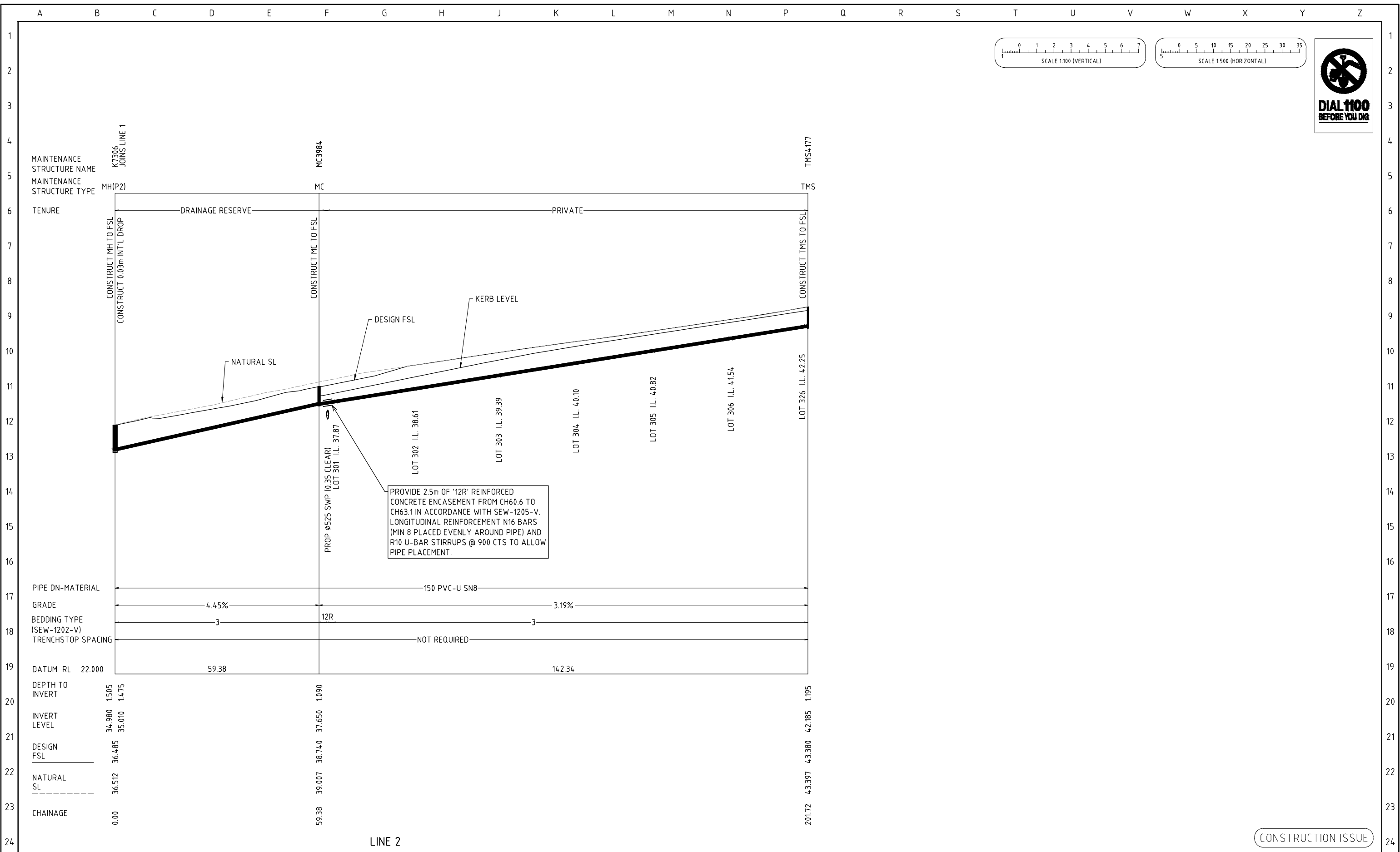
**CONSULTANT DETAILS:**

**GCA ENGINEERING SOLUTIONS**  
 LEVEL 1, 1 HARTLEY DRIVE  
 (PO BOX 3337)  
 THORNTON NSW 2322  
 PH: (02) 4964 1811

CONSULTANT REFERENCE No. 21055



DESIGNED: DB	DATE: 03/03/23	COMPANY: GCA	TITLE: 2020-519/2
DRAWN: DB	DATE: 03/03/23	COMPANY: GCA	PROPOSED SEWERMAINS 44 CHRISTOPHER ROAD, LOCHINVAR - STAGE 3
CHECKED: AS	DATE: 03/03/23	COMPANY: GCA	
APPROVED: AS	DATE: 03/03/23	COMPANY: GCA	SIZE: A1
			SCALE: 1:100/1:500
			INDEX No.
			DRAWING No.
			SHEET 004
			REV No. 00



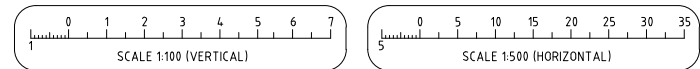
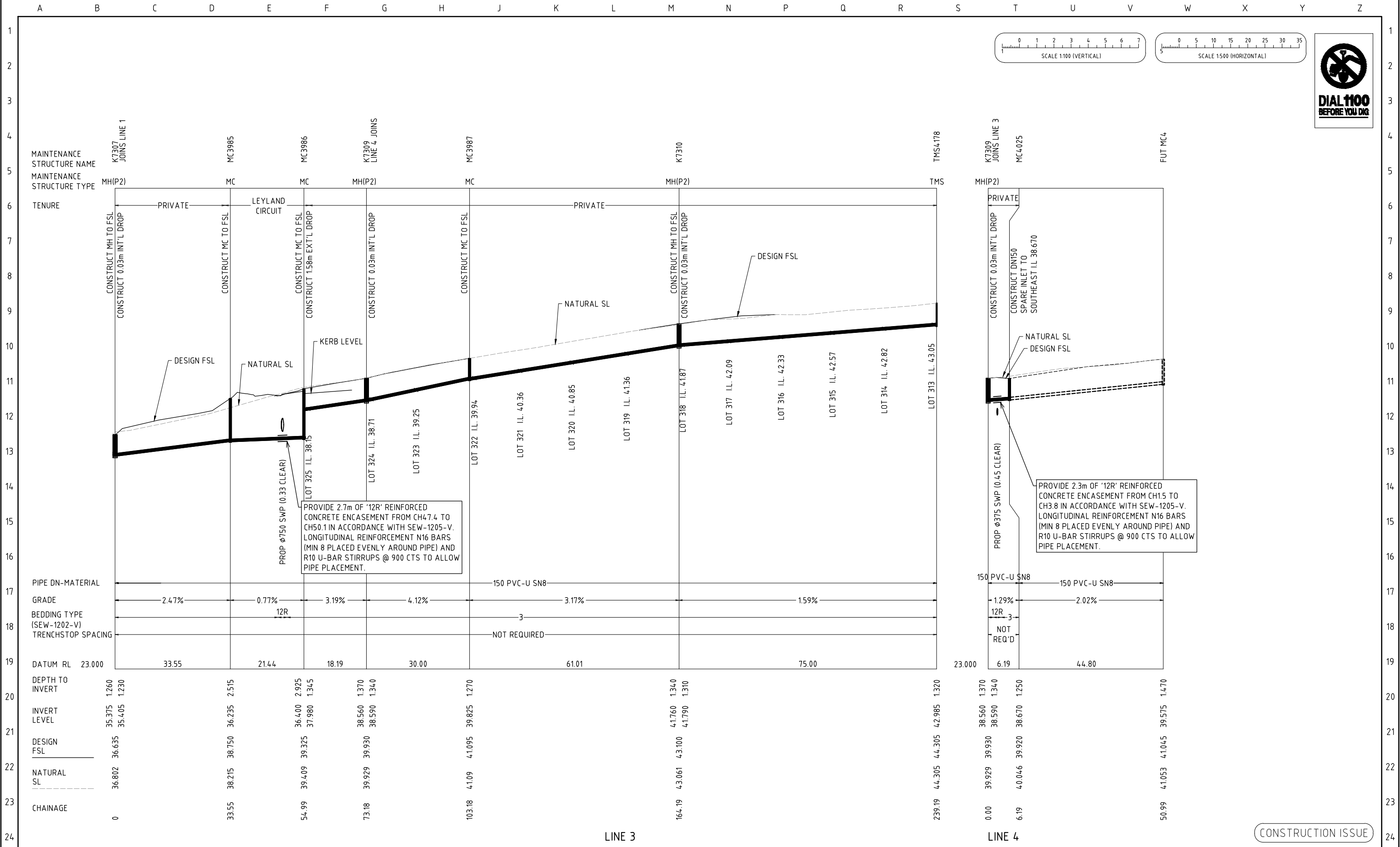
PROVIDE 2.5m OF '12R' REINFORCED CONCRETE ENCASEMENT FROM CH60.6 TO CH63.1 IN ACCORDANCE WITH SEW-1205-V. LONGITUDINAL REINFORCEMENT N16 BARS (MIN 8 PLACED EVENLY AROUND PIPE) AND R10 U-BAR STIRRUPS @ 900 CTS TO ALLOW PIPE PLACEMENT.

LINE 2

CONSTRUCTION ISSUE

<p>LEVEL 1, 1 HARTLEY DRIVE (PO BOX 3337) THORNTON NSW 2322 PH: (02) 4964 1811</p>				DESIGNED: DB DATE: 03/03/23 COMPANY: GCA	TITLE: 2020-519/2
CONSULTANT REFERENCE No. 21055		GCA ENGINEERING SOLUTIONS ABN 92 086 017 745		DRAWN: DB DATE: 03/03/23 COMPANY: GCA	PROPOSED SEWERMAINS 44 CHRISTOPHER ROAD, LOCHINVAR - STAGE 3
00	CONSTRUCTION ISSUE	DB	02/05/23	CHECKED: AS DATE: 03/03/23 COMPANY: GCA	SIZE: A1 SCALE: 1:100/1:500 INDEX No. DRAWING No. SHEET: 005 REV No.: 00
0A	FIRST DRAFT	DB	03/03/23	APPROVED: AS DATE: 03/03/23 COMPANY: GCA	
No.	REVISION DETAILS		DWN	DATE	





VERSION	No.	REVISION DETAILS	DATE
00	CONSTRUCTION ISSUE	DB	02/05/23
0A	FIRST DRAFT	DB	03/03/23

**CONSULTANT DETAILS:**



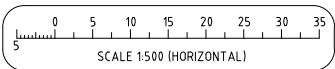
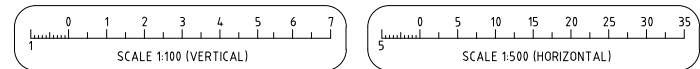
LEVEL 1, 1 HARTLEY DRIVE  
 (PO BOX 3337)  
 THORNTON NSW 2322  
 PH: (02) 4964 1811  
 GCA ENGINEERING SOLUTIONS  
 ABN 92 086 017 745

**CONSULTANT REFERENCE No.**  
 21055



DESIGNED:	DB	DATE:	03/03/23	COMPANY:	GCA
DRAWN:	DB	DATE:	03/03/23	COMPANY:	GCA
CHECKED:	AS	DATE:	03/03/23	COMPANY:	GCA
APPROVED:	AS	DATE:	03/03/23	COMPANY:	GCA

TITLE:	2020-519/2				
PROPOSED SEWERMAINS 44 CHRISTOPHER ROAD, LOCHINVAR - STAGE 3					
SIZE:	A1	SCALE:	1:100/1:500	INDEX No.	
DRAWING No.		SHEET	006	REV No.	00



VERSION	No.	REVISION DETAILS	DATE
00	CONSTRUCTION ISSUE	DB	02/05/23
0A	FIRST DRAFT	DB	03/03/23

CONSULTANT DETAILS:



LEVEL 1, 1 HARTLEY DRIVE  
(PO BOX 3337)  
THORNTON NSW 2322

GCA ENGINEERING SOLUTIONS  
ABN 92 086 017 745

PH: (02) 4964 1811

CONSULTANT REFERENCE No. 21055



DESIGNED: DB	DATE: 03/03/23	COMPANY: GCA
DRAWN: DB	DATE: 03/03/23	COMPANY: GCA
CHECKED: AS	DATE: 03/03/23	COMPANY: GCA
APPROVED: AS	DATE: 03/03/23	COMPANY: GCA

TITLE: 2020-519/2		
PROPOSED SEWERMAINS 44 CHRISTOPHER ROAD, LOCHINVAR - STAGE 3		
SIZE: A1	SCALE: 1:100/1:500	INDEX No.
DRAWING No.	SHEET 007	REV No. 00

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

---

### Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?  
(b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.  
(c) Please specify any existing breaches.  
(d) All rent should be paid up to or beyond the date of completion.  
(e) Please provide details of any bond together with the Rental Bond Board's reference number.  
(f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
  - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
  - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

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

### Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?  
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?  
(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.  
(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.  
(e) In respect of any residential building work carried out in the last 7 years:
  - (i) please identify the building work carried out;
  - (ii) when was the building work completed?
  - (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?

17. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
- 18.
- (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

**Affectations**

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
  - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
  - (e) any realignment or proposed realignment of any road adjoining the property?
  - (f) any contamination?
- 22.
- (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - (b) If so, do any of the connections for such services pass through any adjoining land?
  - (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

**Capacity**

24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

**Requisitions and transfer**

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

ANSWERS TO REQUISITIONS ON TITLE

Vendor: The vendor on the front page of this contract  
Purchaser: The purchaser on the front page of this contract  
Property: The Lot on the front page of this contract  
Date: The date of this contract

1. Noted
2. No
3. Not Applicable
4. Not Applicable
5. Not Applicable
6. Noted
7. Noted
8. Not as far as the Vendor is aware
9. Mortgagee by Appointment
10. Not Applicable
11. Vendor relies on the Contract
12. Purchaser should rely on their own enquiries
13. Noted
14. No
15. a) Vendor presumes so b) Not Applicable c) No d) Not Applicable e) Not Applicable
16. Not as far as Vendor is aware.
17. Not Applicable.
18. a) If there are any, presumably the adjoining owners b) Not Applicable c) Not Applicable  
d) No e) No
19. No
20. No
21. No
22. The Vendor relies on the Contract.
23. Not As far as the Vendor is aware.
24. Not Applicable.
25. Not Applicable
26. Not Applicable
27. Noted
28. Noted but not admitted
29. Noted but not admitted



FOLIO: 268/1271229

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
27/2/2024	11:55 AM	1	20/2/2024

LAND

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LOT 268 IN DEPOSITED PLAN 1271229  
AT LOCHINVAR  
LOCAL GOVERNMENT AREA MAITLAND  
PARISH OF GOSFORTH COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM DP1271229

FIRST SCHEDULE

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LOCHINVAR DOWNS PTY LTD

SECOND SCHEDULE (12 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AM966158 EASEMENT FOR PIPELINE 4 & 6 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 AN876028 PLANNING AGREEMENT PURSUANT TO SECTION 7.6 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
- 4 AR387949 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
- 5 DP1269483 EASEMENT TO DRAIN WATER VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1269483 POSITIVE COVENANT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1269483 RIGHT OF ACCESS VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- \* 8 AT766842 CAVEAT BY ERIC ALPHA OPERATOR CORPORATION 2 PTY LIMITED, ERIC ALPHA OPERATOR CORPORATION 4 PTY LIMITED, ERIC ALPHA OPERATOR CORPORATION 3 PTY LIMITED, ERIC ALPHA OPERATOR CORPORATION 1 PTY LIMITED & BLUE OP PARTNER PTY LIMITED
- 9 DP1271229 RIGHT OF ACCESS 17, 25 & 29.2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1271229 EASEMENT TO DRAIN WATER VARIABLE WIDTH REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1271229 POSITIVE COVENANT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 12 DP1271229 EASEMENT TO DRAIN WATER VARIABLE WIDTH REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

FOLIO: 268/1271229

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: PP DP1271230 PP DP1277185.

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



FOLIO: 13/1274178

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SEARCH DATE	TIME	EDITION NO	DATE
6/3/2024	12:33 PM	4	20/2/2024

LAND

-----

LOT 13 IN DEPOSITED PLAN 1274178  
AT LOCHINVAR  
LOCAL GOVERNMENT AREA MAITLAND  
PARISH OF GOSFORTH COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM DP1274178

FIRST SCHEDULE

-----

LOCHINVAR DOWNS PTY LTD

SECOND SCHEDULE (4 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AN876028 PLANNING AGREEMENT PURSUANT TO SECTION 7.6  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
- 3 AS720343 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
- 4 DP1271229 RIGHT OF ACCESS 17, 25 & 29.2 METRE(S) WIDE AFFECTING  
THE PART(S) SHOWN SO BURDENED IN DP1271229

NOTATIONS

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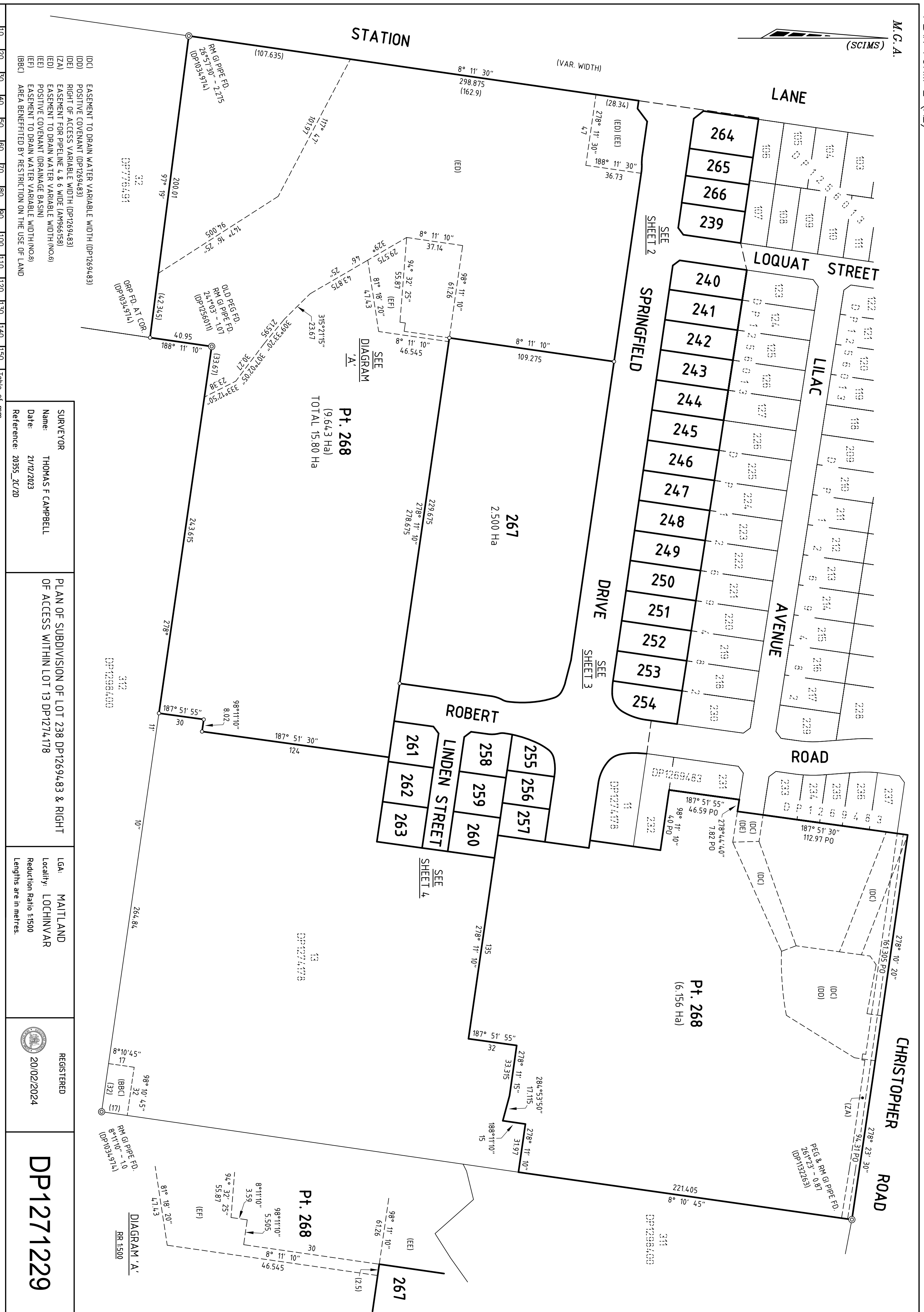
UNREGISTERED DEALINGS: PP DP1281934 PP DP1281935 PP DP1283234.

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



M.G.A.

(SCIMS)



**Pt. 268**  
 (9.643 Ha)  
 TOTAL 15.80 Ha

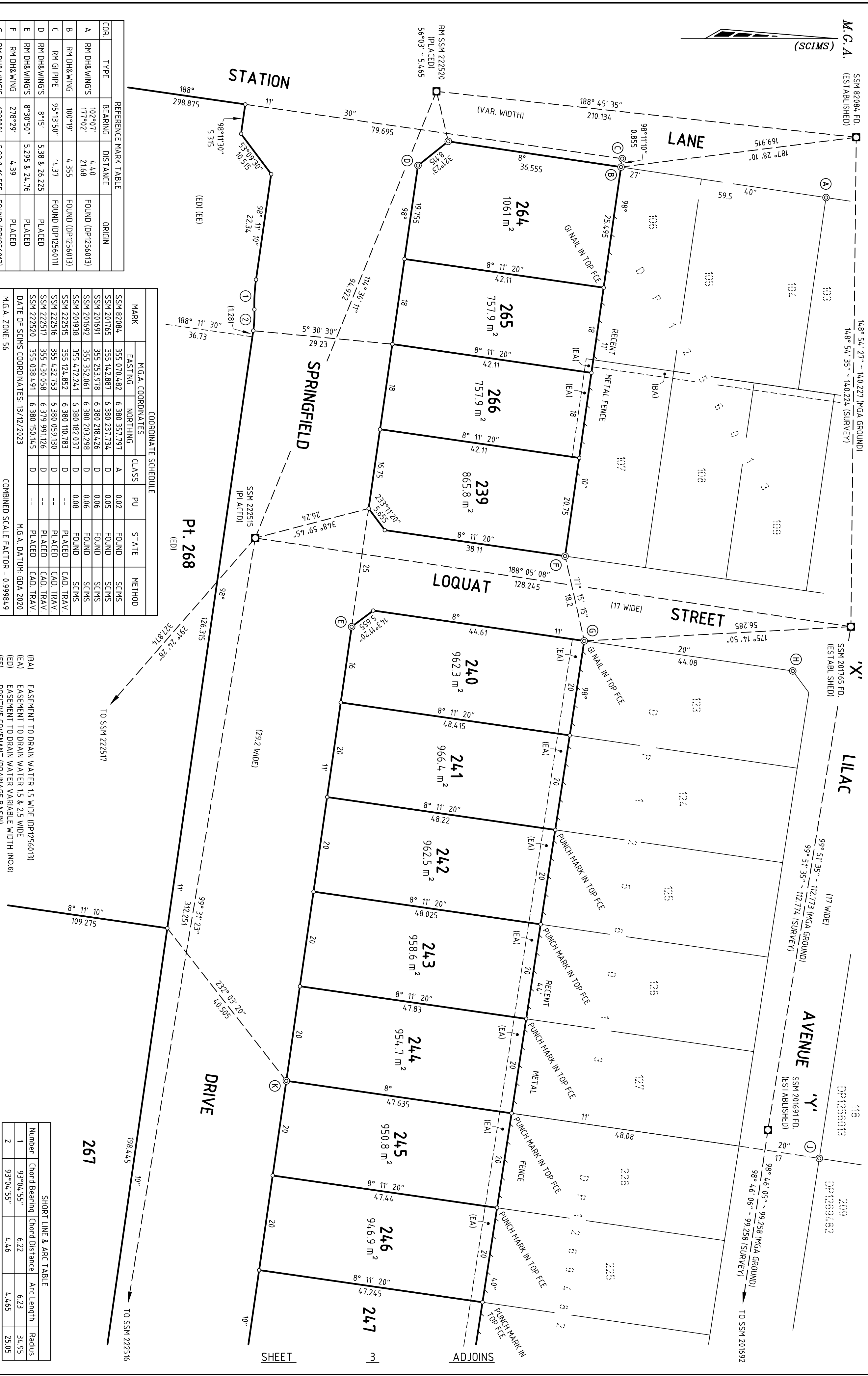
**Pt. 268**  
 (6.156 Ha)

**Pt. 268**

**267**

<p>SURVEYOR Name: THOMAS F CAMPBELL Date: 21/12/2023 Reference: 20355_26/20</p>	<p>PLAN OF SUBDIVISION OF LOT 238 DP1269483 &amp; RIGHT OF ACCESS WITHIN LOT 13 DP1274178</p>
<p>LGA: MAITLAND Locality: LOCHINVAR Reduction Ratio 1:1500 Lengths are in metres.</p>	<p>REGISTERED 20/02/2024</p>
DP1271229	

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm



REFERENCE MARK TABLE

COR.	TYPE	BEARING	DISTANCE	ORIGIN
A	RM DH&WING'S	102°07'	4.40	FOUND (DP1256013)
B	RM DH&WING	177°02'	21.68	FOUND (DP1256013)
C	RM DH&WING	100°19'	4.355	FOUND (DP1256013)
D	RM GI PIPE	95°13'50"	14.37	FOUND (DP1256011)
E	RM DH&WING'S	8°15'	5.38 & 26.225	PLACED
F	RM DH&WING'S	8°30'50"	5.295 & 24.76	PLACED
G	RM DH&WING	278°29'	4.39	PLACED
H	RM DH&WING'S	139°00'	5.82 & 16.555	FOUND (DP1256013)
I	RM DH&WING'S	98°11'20"	4.245 & 12.54	FOUND (DP1256013)
J	RM DH&WING'S	46°46'	5.59	FOUND (DP1256013)
K	RM DH&WING'S	46°44'	15.825	FOUND (DP1256013)
		8°25'	5.42	PLACED
		8°14'30"	24.77	PLACED

COORDINATE SCHEDULE

MARK	M.G.A. COORDINATES		CLASS	PU	STATE	METHOD
	EASTING	NORTHING				
S.M. 82084	355 070.482	6 380 357.797	A	0.02	FOUND	SCIMS
S.M. 201765	355 142.887	6 380 237.734	D	0.05	FOUND	SCIMS
S.M. 201691	355 253.978	6 380 218.426	D	0.06	FOUND	SCIMS
S.M. 201692	355 352.061	6 380 203.298	D	0.06	FOUND	SCIMS
S.M. 201938	355 472.241	6 380 182.037	D	0.08	FOUND	SCIMS
S.M. 222515	355 124.852	6 380 110.783	D	--	PLACED	CAD TRAV.
S.M. 222516	355 432.753	6 380 059.130	D	--	PLACED	CAD TRAV.
S.M. 222517	355 430.058	6 379 991.126	D	--	PLACED	CAD TRAV.
S.M. 222520	355 038.491	6 380 150.145	D	--	PLACED	CAD TRAV.

DATE OF SCIMS COORDINATES: 13/12/2023  
M.G.A. DATUM: GDA 2020  
COMBINED SCALE FACTOR - 0.999849

EASEMENT TO DRAIN WATER 15 WIDE (DP1256013)  
EASEMENT TO DRAIN WATER 15 & 2.5 WIDE  
EASEMENT TO DRAIN WATER VARIABLE WIDTH (NO.6)  
POSITIVE COVENANT (DRAINAGE BASIN)

SHORT LINE & ARC TABLE

Number	Chord Bearing	Chord Distance	Arc Length	Radius
1	93°04'55"	6.22	6.23	34.95
2	93°04'55"	4.46	4.465	25.05

SURVEYOR  
Name: THOMAS F CAMPBELL  
Date: 21/12/2023  
Reference: 20355\_2C/2D

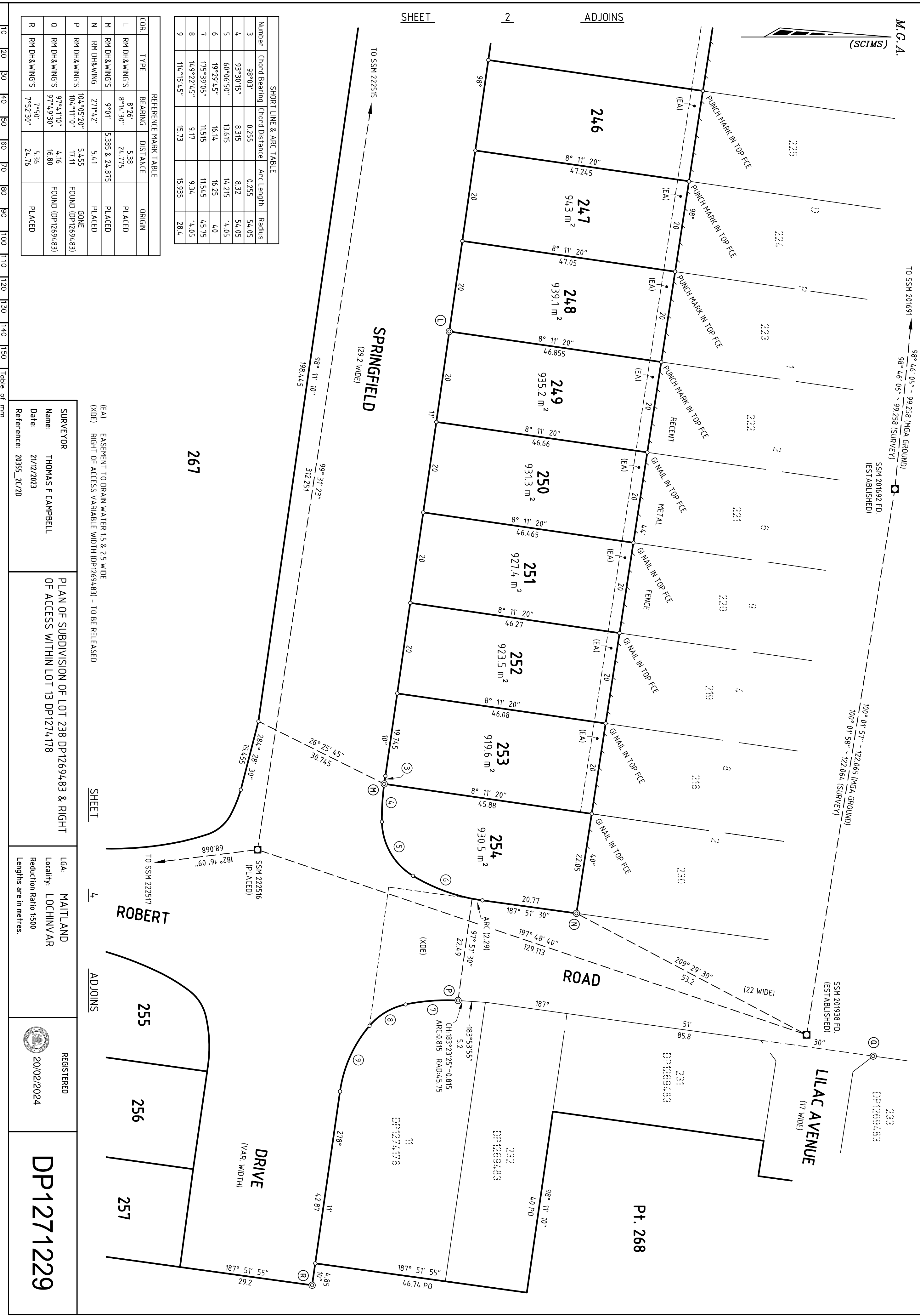
PLAN OF SUBDIVISION OF LOT 238 DP1269483 & RIGHT OF ACCESS WITHIN LOT 13 DP1274178

LGA: MAITLAND  
Locality: LOCHINVAR  
Reduction Ratio: 1:500  
Lengths are in metres.

REGISTERED  
20/02/2024

DP1271229

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm



M.G.A. (SCIMS)

SHORT LINE & ARC TABLE

Number	Chord Bearing	Chord Distance	Arc Length	Radius
3	98°03'	0.255	0.255	54.05
4	93°30'15"	8.315	8.32	54.05
5	60°06'50"	13.615	14.215	14.05
6	19°29'45"	16.14	16.25	4.0
7	175°39'05"	11.515	11.545	45.75
8	149°22'45"	9.17	9.34	14.05
9	114°15'45"	15.73	15.935	28.4

REFERENCE MARK TABLE

COR.	TYPE	BEARING	DISTANCE	ORIGIN
L	RM DH&WINGS	8°26'	5.38	PLACED
M	RM DH&WINGS	8°14'30"	24.775	PLACED
N	RM DH&WING	9°01'	5.385 & 24.875	PLACED
P	RM DH&WINGS	271°42'	5.41	PLACED
R	RM DH&WINGS	104°05'20"	5.455	FOUND (DP1269483)
Q	RM DH&WINGS	104°11'10"	17.11	FOUND (DP1269483)
		97°41'10"	4.16	FOUND (DP1269483)
		97°49'30"	16.80	FOUND (DP1269483)
		7°50'	5.36	PLACED
		7°52'30"	24.76	PLACED

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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Table of mm

(EA) EASEMENT TO DRAIN WATER 1.5 & 2.5 WIDE  
 (XDE) RIGHT OF ACCESS VARIABLE WIDTH (DP1269483) - TO BE RELEASED

SHEET

4

ADJOINS

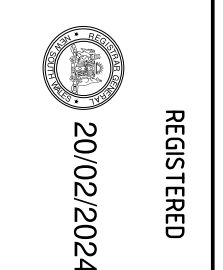
REGISTERED

DP1271229

SURVEYOR  
 Name: THOMAS F CAMPBELL  
 Date: 21/12/2023  
 Reference: 20355\_2C/2D

PLAN OF SUBDIVISION OF LOT 238 DP1269483 & RIGHT OF ACCESS WITHIN LOT 13 DP1274178

LGA: MAITLAND  
 Locality: LOCHINVAR  
 Reduction Ratio: 1:500  
 Lengths are in metres.



DP1271229

M.G.A.



SHEET 3 ADJOINS



SHORT LINE & ARC TABLE

Number	Chord Bearing	Chord Distance	Arc Length	Radius
10	267°44'	10.905	10.965	30.05
11	237°03'35"	6.81	6.95	9.85
12	211°29'15"	7.4	7.41	39.65
13	199°01'45"	18.145	18.195	73.35
14	189°03'10"	7.345	7.35	73.35
15	171°05'20"	1.575	1.575	10.05
16	177°42'20"	7.375	7.42	19.95
17	18°30'35"	7.745	7.79	20.95
18	18°30'35"	3.345	3.365	9.05
19	357°34'	25.92	26.06	72.55
20	344°20'45"	5.015	5.015	4.905
21	319°33'55"	6.735	6.905	9.05
22	294°52'20"	5.81	5.82	28.55

REFERENCE MARK TABLE

CR.	TYPE	BEARING	DISTANCE	ORIGIN
R	RM DH&WINGS	7°50'	5.36	PLACED
R	RM DH&WINGS	7°52'30"	24.76	PLACED
S	RM DH&WINGS	126°50'	4.4	PLACED
S	RM DH&WINGS	226°10'	12.845	PLACED
T	RM DH&WINGS	97°53'	4.165	PLACED
T	RM DH&WINGS	7°51'30"	17.445	PLACED
U	RM DH&WINGS	7°51'	4.345 & 12.535	PLACED
V	RM DH&WINGS	98°11'10"	4.3 & 19.575	PLACED

Table of mm

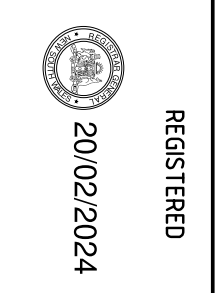
10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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(EA) EASEMENT TO DRAIN WATER 1.5 & 2.5 WIDE  
 (EB) RIGHT OF ACCESS 17.25 & 29.2 WIDE  
 (EC) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE


SURVEYOR  
 Name: THOMAS F CAMPBELL  
 Date: 21/12/2023  
 Reference: 20355\_2C/2D

PLAN OF SUBDIVISION OF LOT 238 DP1269483 & RIGHT OF ACCESS WITHIN LOT 13 DP1274178


LGA: MAITLAND  
 Locality: LOCHINVAR  
 Reduction Ratio 1:500  
 Lengths are in metres.




REGISTERED  
 20/02/2024  
 DP1271229

<b>PLAN FORM 6 (2019)</b>	<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 5 sheet(s)
Registered:  20/02/2024  Title System: TORRENS	<b>DP1271229</b>	Office Use Only  Office Use Only
<b>PLAN OF SUBDIVISION OF LOT 238                  DP1269483 &amp; RIGHT OF ACCESS                  WITHIN LOT 13 DP1274178</b>	LGA: MAITLAND Locality: LOCHINVAR Parish: GOSFORTH County: NORTHUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> I, <u>THOMAS F CAMPBELL</u> of <u>Delfs Lascelles Pty Ltd, 260 Maitland Road Mayfield 2304</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: <del>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on ....., or</del> *(b) The part of the land shown in the plan (*being/*excluding** .....) <u>LOTS 239 TO 267 &amp; CONNECTIONS</u> was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on, <u>21/12/2023</u> the part not surveyed was compiled in accordance with that Regulation, or <del>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</del>  Datum Line: <u>'X' - 'Y'</u> Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep Mountainous.  Signature:  Dated: <u>21/12/2023</u> Surveyor Identification No: <u>8704</u> Surveyor registered under the <i>Surveying and Spatial information Act 2002</i> <div style="border: 1px solid black; padding: 2px; width: fit-content;">                     Electronic signature of me, Thomas F Campbell affixed by me, or at my direction, on 21/12/2023.                 </div> * Strike through if inapplicable. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.  Signature: .....  Date: .....  File Number: .....  Office: .....	
Plans used in the preparation of survey/compilation.  DP 717107 DP 776491 DP 1034974 DP 1132263 DP 1232943 DP 1256011 DP 1256013 DP 1269482	<p style="text-align: center;">Subdivision Certificate</p> I, <u>SCOTT PAGE</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.  Signature:  ..... Accreditation number: ..... Consent Authority: <u>MAITLAND CITY COUNCIL</u> Date of endorsement: <u>14 February 2024</u> Subdivision Certificate number: <u>SC/2023/133</u> File number: <u>DA/2018/456</u>  AUTHORISED OFFICER Electronic signature of me, Scott Page affixed by me or at my direction on 14 February 2024 * Strike through if inapplicable	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.  IT IS INTENDED TO DEDICATE SPRINGFIELD DRIVE, LINDEN STREET & THE EXTENSIONS OF LOQUAT STREET & ROBERT ROAD TO THE PUBLIC AS PUBLIC ROAD.
Surveyor's Reference: 20355_2C/2D	Signatures, Seals and Section 88B Statements should appear on <b>PLAN FORM 6A</b>	



<b>PLAN FORM 6A (2017)</b>	<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>	Sheet 2 of 5 sheet(s)
Registered:  20/02/2024	Office Use Only	Office Use Only
<b>PLAN OF SUBDIVISION OF LOT 238 DP1269483 &amp; RIGHT OF ACCESS WITHIN LOT 13 DP1274178</b>	<b>DP1271229</b>	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals - See 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>
Subdivision Certificate number : .....SC/2023/133..... Date of Endorsement : .....14 February 2024.....		
Surveyor's Reference: 20355_2C/2D		


Registered:  20/02/2024 <b>PLAN OF SUBDIVISION OF LOT 238                  DP1269483 &amp; RIGHT OF ACCESS                  WITHIN LOT 13 DP1274178</b>  Subdivision Certificate number : .....SC/2023/133..... Date of Endorsement : .....14 February 2024.....	Office Use Only  <h1 style="margin: 0;">DP1271229</h1>  Office Use Only  This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li> <li>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>Signatures and seals - See 195D <i>Conveyancing Act 1919</i></li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
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SCHEDULE OF ADDRESSES

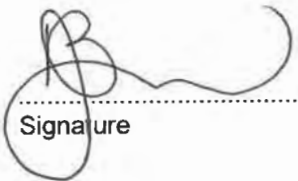
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
239	126	SPRINGFIELD	DRIVE	LOCHINVAR
240	124	SPRINGFIELD	DRIVE	LOCHINVAR
241	122	SPRINGFIELD	DRIVE	LOCHINVAR
242	120	SPRINGFIELD	DRIVE	LOCHINVAR
243	118	SPRINGFIELD	DRIVE	LOCHINVAR
244	116	SPRINGFIELD	DRIVE	LOCHINVAR
245	114	SPRINGFIELD	DRIVE	LOCHINVAR
246	112	SPRINGFIELD	DRIVE	LOCHINVAR
247	110	SPRINGFIELD	DRIVE	LOCHINVAR
248	108	SPRINGFIELD	DRIVE	LOCHINVAR
249	106	SPRINGFIELD	DRIVE	LOCHINVAR
250	104	SPRINGFIELD	DRIVE	LOCHINVAR
251	102	SPRINGFIELD	DRIVE	LOCHINVAR
252	100	SPRINGFIELD	DRIVE	LOCHINVAR
253	98	SPRINGFIELD	DRIVE	LOCHINVAR
254	96	SPRINGFIELD	DRIVE	LOCHINVAR
255	91	SPRINGFIELD	DRIVE	LOCHINVAR
256	89	SPRINGFIELD	DRIVE	LOCHINVAR
257	87	SPRINGFIELD	DRIVE	LOCHINVAR
258	1	LINDEN	STREET	LOCHINVAR
259	3	LINDEN	STREET	LOCHINVAR
260	5	LINDEN	STREET	LOCHINVAR
261	2	LINDEN	STREET	LOCHINVAR
262	4	LINDEN	STREET	LOCHINVAR
263	6	LINDEN	STREET	LOCHINVAR
264	132	SPRINGFIELD	DRIVE	LOCHINVAR
265	130	SPRINGFIELD	DRIVE	LOCHINVAR
266	128	SPRINGFIELD	DRIVE	LOCHINVAR
267	93	SPRINGFIELD	DRIVE	LOCHINVAR
268	119	SPRINGFIELD	DRIVE	LOCHINVAR

If space is insufficient use additional annexure sheet

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 4 of 5 sheet(s)
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Registered:  20/02/2024 <b>PLAN OF SUBDIVISION OF LOT 238 DP1269483 &amp; RIGHT OF ACCESS WITHIN LOT 13 DP1274178</b>	Office Use Only <b>DP1271229</b>
Subdivision Certificate number : ..... SC/2023/133 ..... Date of Endorsement : ..... 14 February 2024 .....	Office Use Only This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals - See 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>

EXECUTED by )  
LOCHINVAR DOWNS PTY LTD )  
(ACN 622 571 831) )  
in accordance with Section 127 of )  
the Corporations Act )

  
.....  
Signature

BRADLEY EVERETT  
.....  
Name

DIRECTOR  
.....  
Position


  
.....  
Signature

Geoffrey William O'Shea  
.....  
Name

DIRECTOR  
.....  
Position

If space is insufficient use additional annexure sheet



PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 5 of 5 sheet(s)
Registered:  20/02/2024	Office Use Only	Office Use Only
<b>PLAN OF SUBDIVISION OF LOT 238 DP1269483 &amp; RIGHT OF ACCESS WITHIN LOT 13 DP1274178</b>	<b>DP1271229</b>	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals - See 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>
Subdivision Certificate number : ..... SC/2023/133 ..... Date of Endorsement : ..... 14 February 2024 .....		
Surveyor's Reference: 20355_2C/2D		

If space is insufficient use additional annexure sheet

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

(Sheet 1 of 10 sheets)

**Plan: DP1271229**

PLAN OF SUBDIVISION OF LOT 238 DP1269483 &  
 RIGHT OF ACCESS WITHIN LOT 13 DP1274178  
 covered by Subdivision Certificate SC/2023/133  
 dated 14 February 2023

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

**Lochinvar Downs PTY LTD  
 (ACN 622 571 831)  
 1 Hartley Drive  
 Thornton NSW 2322**

**PART 1 - CREATION**

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel:	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Restriction on the Use of Land	239 to 266 inclusive	Every other lot except lot 267 & 268
2	Easement to drain water 1.5 & 2.5 wide (EA)	253 252 251 250 249 248 247 246 245 244 243 242 241 240  259 258  266 265	254 253 to 254 inclusive 252 to 254 inclusive 251 to 254 inclusive 250 to 254 inclusive 249 to 254 inclusive 248 to 254 inclusive 247 to 254 inclusive 246 to 254 inclusive 245 to 254 inclusive 244 to 254 inclusive 243 to 254 inclusive 242 to 254 inclusive 241 to 254 inclusive  260 259, 260  239 239, 266
3	Restriction on the Use of Land	241, 242, 243, 246, 247, 248, 251, 252, 253, 254, 255, 256, 257, 260, 262, 263	Part of 13/1274178 designated (BBC) on the Plan

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

(Sheet 2 of 10 sheets)

Plan: **DP1271229**

PLAN OF SUBDIVISION OF LOT 238 DP1269483 &  
 RIGHT OF ACCESS WITHIN LOT 13 DP1274178  
 covered by Subdivision Certificate SC/2023/133  
 dated 14 February 2024

4	Right of access 17, 25 & 29.2 wide (EB)	268 & 13/1274178	Maitland City Council
5	Easement for electricity & other purposes 2.05 wide (EC)	267	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
6	Easement to drain water variable width (ED)	268	Maitland City Council
7	Positive covenant (EE)	Part 268 designated (EE)	Maitland City Council
8	Easement to drain water variable width (EF)	268	267

**PART 1A - RELEASE**

Number of item shown in the intention panel on the plan	Identity of easement or profit a prendre to be released and referred to in the plan.	Burdened lot(s) or parcel:	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water variable width (DP1256013)	238/1269483	Maitland City Council
2	Right of access 10 wide (DP1269483)	238/1269483	13/1274178
3	Right of access variable width (XDE) (DP1269483)	Part 238/1269483 designated (XDE)	Maitland City Council

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

(Sheet 3 of 10 sheets)

**Plan: DP1271229**

PLAN OF SUBDIVISION OF LOT 238 DP1269483 &  
RIGHT OF ACCESS WITHIN LOT 13 DP1274178  
covered by Subdivision Certificate SC/2023/133  
dated 14 February 2024

## **PART 2 – TERMS**

### **1. Terms of the easement, profit a prendre, restriction, or positive covenant firstly referred to in the abovementioned plan.**

#### **Dwelling Houses**

- 1.1 No dwelling house may be erected or permitted to remain erected on any lot burdened having a total internal floor area of less than 120 m<sup>2</sup> exclusive of car accommodation, external landings and patios.
- 1.2 No dwelling house shall be erected or permitted to remain erected on a lot burdened with external walls of other than face brick, brick veneer, stone, glass, timber or concrete treated with painted texture render.
- 1.3 No dwelling house shall be erected or permitted to remain erected on any lot burdened having a roof of other than tiles (terracotta or cement) or non-reflective Colorbond. Untreated zincalume is prohibited.
- 1.4 No existing dwelling house or relocatable type dwelling shall be partially or wholly moved to, placed on, re-erected or permitted to remain on any lot burdened.

#### **Ancillary Buildings**

- 1.5 No ancillary building, not being the main dwelling house, shall be erected or permitted to remain on a lot burdened unless: -

- (a) It is situated no closer to the street frontage than the dwelling house;
- (b) It has an internal floor area of less than 80m<sup>2</sup>;

(An ancillary building does not include lawn lockers, pergolas, greenhouses, cubby houses or other utility type structures.)

#### **Fencing of Common Boundaries**

- 1.6 No fence shall be erected or permitted to remain on the boundary of a lot burdened if the same: -
  - (a) Is erected between the building line, as fixed by the Maitland City Council, and any adjoining public road that exceeds 1,200 mm in height. This restriction shall not prevent or preclude the fencing of boundaries of a lot common with a pathway or public reserve up to 1,800 mm in height;
  - (b) Is constructed on a boundary behind the building line as fixed by the Maitland City Council that exceeds 1,800 mm in height.

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

(Sheet 4 of 10 sheets)

Plan: **DP1271229**

PLAN OF SUBDIVISION OF LOT 238 DP1269483 &  
RIGHT OF ACCESS WITHIN LOT 13 DP1274178  
covered by Subdivision Certificate SC/2023/133  
dated 14 February 2024

- (c) For corner lots, fencing of the secondary frontage is constructed of materials other than dressed timber or rough sawn lapped and capped timber.
- 1.7 No fence shall be erected on a lot burdened unless it is erected without expense to Lochinvar Downs PTY LTD, its successors and permitted assigns other than Purchasers on sale.
- 1.8 No fence shall be erected on a lot burdened unless it is constructed of dark-toned, non-reflective material.

**Prohibited Activities**

- 1.9 No obnoxious, noisy or offensive occupation, trade or business shall be conducted or carried out on any lot burdened.
- 1.10 No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other building may be used at any time as residential accommodation on the lot burdened.
- 1.11 No temporary structure, caravan, camper or detached ancillary building may be permitted to remain erected on a lot burdened prior to the issue of an Occupation Certificate for the dwelling house erected on the lot burdened.
- 1.12 No motor truck, lorry or semi-trailer with a load carrying capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened unless the same is being used in connection with the erection of a dwelling on the relevant lot burdened and only prior to occupation of the dwelling.
- 1.13 No boat, trailer, caravan, camper or other vehicle intended to be towed may be placed, parked, stored or permitted to remain on the lot burdened unless same is located behind the dwelling house erected on the lot burdened.
- 1.14 No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one year from the date of transfer by Lochinvar Downs PTY LTD without the prior written consent of Lochinvar Downs PTY LTD.

**Acknowledgment of Covenants**

- 1.15 The proprietor of a burdened lot acknowledges that prior to purchasing the subject lot they have made their own inquiries about the nature and effect of these covenants.
- 1.16 The proprietor of a burdened lot acknowledges that the burden of the covenants in this instrument run with the lot for the benefit of each other proprietor of a lot in a



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

(Sheet 5 of 10 sheets)

Plan: **DP1271229**

PLAN OF SUBDIVISION OF LOT 238 DP1269483 &  
RIGHT OF ACCESS WITHIN LOT 13 DP1274178  
covered by Subdivision Certificate SC/2023/133  
dated 14 February 2024

subdivision, excluding land which is not residential, and shall be enforceable against the proprietor of each and every lot from time to time so burdened.

- 1.17 The proprietor of each lot acknowledges that the covenants are separate from each other and if any covenant is declared invalid or unenforceable then the remaining restrictive covenants will not be affected and each remaining covenant will be valid and enforceable to the full extent permitted by law.

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

The name of the person having the power to release, vary or modify this Restriction on the Use of Land is Lochinvar Downs PTY LTD and if Lochinvar Downs PTY LTD no longer exist or is not the registered proprietor of the land comprised in the plan of subdivision then the person or persons for the time being the registered proprietor of land in the plan of subdivision within 50 metres of the lot burdened shall be empowered to release or vary the restriction.

- 2. Name of person or authority empowered to release, vary or modify the easement, profit a prendre, restriction, or positive covenant secondly referred to in the abovementioned plan:**

The owners of the lots benefited but only with the consent of Maitland City Council.

- 3. Terms of the easement, profit a prendre, restriction, or positive covenant thirdly referred to in the abovementioned plan.**

3.1 For the purposes of this clause:

- (a) "application" includes a development application and an application for a complying development certificate (as defined in the Environmental Planning and Assessment Act 1979); and  
(b) "relevant approval body" includes the consent authority and an accredited certifier (as defined in the Environmental Planning and Assessment Act 1979).

3.2 Not more than one main residential dwelling shall be erected on any lot burdened.

3.3 Without limiting the subclause 3.2 above, the owner of the burdened lot must not make any application, or consent to an application being made on its behalf, requesting consent from the relevant approval body to construct more than one residential dwelling on the burdened lot.

3.4 The burdened lot must not be further subdivided.

3.5 Without limiting subclause 3.4 above, the owner of the burdened lot must not make any application, or consent to an application being made on its behalf, requesting



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

(Sheet 6 of 10 sheets)

**Plan: DP1271229**

PLAN OF SUBDIVISION OF LOT 238 DP1269483 &  
RIGHT OF ACCESS WITHIN LOT 13 DP1274178  
covered by Subdivision Certificate SC/2023/133  
dated 14 February 2024

consent from the relevant approval body to subdivide the burdened lot.

3.6 The benefit of this restriction on the use of land will cease to apply to any part of the benefited lot where Lochinvar Downs PTY LTD is no longer the registered proprietor of the land designated (BBC) in the Plan.

**4. Terms of the easement, profit a prendre, restriction, or positive covenant fifthly referred to in the abovementioned plan:**

An easement is created on the terms and conditions set out in memorandum registered AK980903. In this easement "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

**Name of authority empowered to release, vary, or modify the easement fifthly referred to in the plan:**

Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

**5. Terms of the easement, profit a prendre, restriction, or positive covenant seventhly referred to in the abovementioned plan:**

5.1 It is the responsibility of the registered proprietor of the burdened lot to maintain the stormwater detention system in accordance with the submitted maintenance management plan.

5.2 For so long as this positive covenant is in existence the proprietor of the burdened lot must maintain a public liability insurance policy for a minimum amount of \$10 million per event or occurrence.

5.3 The terms of this positive covenant shall lapse and be of no effect at law once the stormwater detention system is dedicated to Council as public drainage reserve.

**6. Name of person or authority empowered to release, vary or modify the easement, profit a prendre, restriction, or positive covenant eighthly referred to in the abovementioned plan:**

The owners of the lots benefited but only with the consent of Maitland City Council.



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

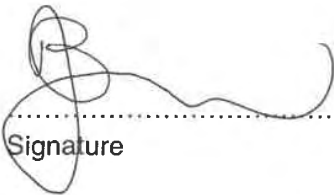
(Sheet 7 of 10 sheets)

Plan: **DP1271229**

PLAN OF SUBDIVISION OF LOT 238 DP1269483 &  
RIGHT OF ACCESS WITHIN LOT 13 DP1274178  
covered by Subdivision Certificate SC/2023/133  
dated 14 February 2024

**EXECUTED by:**

**LOCHINVAR DOWNS PTY LTD** )  
**(ACN 622 571 831)** )  
in accordance with Section 127 of the )  
Corporations Act )

  
.....  
Signature

**BRADLEY EVERETT**  
.....  
Name

**DIRECTOR**  
.....  
Position

  
.....  
Signature

**Geoffrey William O'Shea**  
.....  
Name

**DIRECTOR**  
.....  
Position



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

(Sheet 8 of 10 sheets)

Plan: **DP1271229**

PLAN OF SUBDIVISION OF LOT 238 DP1269483 &  
RIGHT OF ACCESS WITHIN LOT 13 DP1274178  
covered by Subdivision Certificate SC/2023/133  
dated 14 February 2024

EXECUTED by:

**NATIONAL AUSTRALIA BANK LIMITED**

Mortgagee under Mortgage No. AS710343 & AR38749  
Signed at EAST MAITLAND this 15 day of FEBRUARY  
2024 for National Australia Bank Limited ABN 12 004 044 937  
by SHANE HWALE its duly  
appointed Attorney under Power of Attorney No. 39 Book 4512  
Attorney Signature, Level 3 Attorney [Signature]  
Witness Signature [Signature]  
Witness Name CHRIS MCKERN  
Witness Address U1, 4 MOLLY MOLGANS DR EAST MAITLAND

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

(Sheet 9 of 10 sheets)

Plan: **DP1271229**

PLAN OF SUBDIVISION OF LOT 238 DP1269483 &  
RIGHT OF ACCESS WITHIN LOT 13 DP1274178  
covered by Subdivision Certificate SC/2023/133  
dated 14 February 2024

**Certified correct for the purposes of the Real Property Act 1900 by the Prescribed Authority's attorneys who signed this dealing pursuant to the power of attorney specified.**

Signed, sealed and delivered for

ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044, ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023, ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032, ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078 and Blue Asset Partner Pty Ltd ACN 615 217 493

**on behalf of Alpha Distribution Ministerial Holding Corporation pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015** by its attorneys under power of attorney registered book 4789 no. 978

<p>sign here ► </p> <p>_____ Attorney Electronic signature affixed by me or at my direction on the date below</p> <p>print name <u>William Close</u></p> <p>Date electronic signature affixed <u>21/9/23</u></p> <p>I certify that I am an eligible witness and that the Prescribed Authority's attorney signed this dealing in my presence. [See note* below]</p> <p><i>Lisa Warters</i></p> <p>_____ Signature of Witness</p> <p>print name <u>Lisa Warters</u></p> <p>print address <u>24 Campbell St, Sydney</u></p> <p>Date electronic signature affixed <u>21/9/23</u></p>	<p>sign here ► </p> <p>_____ Attorney Electronic signature affixed by me or at my direction on the date below</p> <p>print name <u>Bill Hannan</u></p> <p>Date electronic signature affixed <u>25/9/23</u></p> <p>I certify that I am an eligible witness and that the Prescribed Authority's attorney signed this dealing in my presence. [See note* below]</p> <p><i>Lisa Warters</i></p> <p>_____ Signature of Witness</p> <p>print name <u>Lisa Warters</u></p> <p>print address <u>24 Campbell St, Sydney</u></p> <p>Date electronic signature affixed <u>25/9/23</u></p>
--	--

\*s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documents.

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

(Sheet 10 of 10 sheets)

Plan: **DP1271229**

PLAN OF SUBDIVISION OF LOT 238 DP1269483 &  
RIGHT OF ACCESS WITHIN LOT 13 DP1274178  
covered by Subdivision Certificate SC/2023/133  
dated 14 February 2024

**EXECUTED by:**

**MAITLAND CITY COUNCIL** )  
by authorised delegate pursuant to s.377 )  
Local Government Act 1993 )

I certify that I am an eligible witness and that  
the delegate signed in my presence

  
.....  
Signature of delegate

  
.....  
Signature of witness

..... SCOTT PAGE  
Name of delegate

..... KAREN SCHRODER  
Name of witness

AUTHORISED OFFICER  
Electronic signature of me, Scott Page affixed by me or at my direction on  
14 February 2024

.....

..... 263 HIGH STREET MAITLAND  
Address of witness

WITNESS  
Electronic signature of me, Karen Schroder affixed by me or at my direction  
on 14 January 2024

Form: 01TG  
Release: 3-1



**TRANSFER**  
**GRANTING EASEM**  
New South Wales  
Real Property Act 1900

**AM966158V**

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

(A) **TORRENS TITLE**

Servient Tenement Folio Identifier 310/1034974	Dominant Tenement Easement in Gross pursuant to s 88A Conveyancing Act 1919
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(B) **LODGED BY**

Document Collection Box 47 V	Name, Address or DX, Telephone, and Customer Account Number if any H.A. Allen & Co. LLPN 123012 E DX 437 Sydney Ph 9232 3652	Reference: HW2009-1837	CODE <b>TG</b>
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(C) **TRANSFEROR**

Richard Karl Hvirf

(D) The transferor acknowledges receipt of the consideration of \$ 12,000.00 and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**

Easement for pipeline 4 and 6 wide shown as (G) in DP1232943 on the terms set out in Annexure A.

(F) *RKH* out of the servient tenement and appurtenant to the dominant tenement.  
Encumbrances (if applicable): Stockland Development Pty Limited

(G) **TRANSFEEE**

Hunter Water Corporation ABN 46 228 513 446

DATE **3 NOVEMBER 2017**

(H) I certify I am an eligible witness and that the transferor signed this dealing in my presence. [See note\* below]

Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of witness: *[Signature]*

Name of witness: **RALPH KEITH WARD**  
Address of witness: **247 HIFH ST  
MAITLAND**

Signature of transferor: *[Signature]*

I certify that I am an eligible witness and that the transferee's attorney signed this dealing in my presence. [See note\* below].

Certified correct for the purposes of the Real Property Act 1900 by the transferee's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of witness: *[Signature]*

Name of witness: **MARK RAYMOND HICKET**  
Address of witness: **36 Honeysuckle Drive  
Newcastle NSW 2300**

Signature of attorney: *[Signature]*

Attorney's name: **Peter James Kembrey**  
Signing on behalf of: **Hunter Water Corp**  
Power of attorney-Book: **4695**  
-No.: **750**

## Annexure 'A' to Transfer Granting Easement

Parties: **Richard Karl Hvirf**  
**Hunter Water Corporation ABN 46 228 513 446**

Dated: **3 NOVEMBER 2017**

---

### Easement for Pipeline Terms

#### Part A

#### Definitions and interpretation

1 (a) The following terms have the following meanings:

**Ancillary Works** means works ancillary to the Pipeline whether above, on or below ground.

**Authorised Users** means Hunter Water's:

- (i) agents;
- (ii) employees;
- (iii) successors and assigns which are authorised to carry out the functions under the *Hunter Water Act 1991*; and
- (iv) All other Persons authorised to act on its or their behalf to do all things reasonably necessary or appropriate to carry out its functions under the *Hunter Water Act 1991*

**Burdened Owner** means the owner for the time being of the Lot Burdened and any Person having an estate or interest in the Lot Burdened.

**Easement Site** means that part of the Lot Burdened shown as easement for Pipeline on any plan registered with the New South Wales Department of Lands.

**Hunter Water** means the owner of the Pipeline and Ancillary Works, its successors and assigns.

**Lot Burdened** means the land over which the easement is granted.

**Person** includes a body corporate.

**Pipeline(s)** means a pipeline or pipelines for the conveyance of water, recycled water, effluent or sewerage whether above, on or below the ground and all associated apparatus and equipment and any ancillary works.



## Part B

### Easement for Pipeline

2 Hunter Water and its Authorised Users may:

- (a) Construct, lay, maintain, repair, renew, cleanse, inspect, replace, divert or alter the position of any Pipeline or any Ancillary Works in the Easement Site; and
- (b) Convey or permit the conveyance of water, recycled water, effluent or sewerage through the Pipeline within the Easement Site.

## Part C

### General provisions of easement

3 For the purpose of exercising its rights under this easement, Hunter Water and its Authorised Users, may:

- (a) enter the Lot Burdened, with or without vehicles, plant and equipment, for any purpose permitted by this easement.
- (b) do anything reasonably necessary to obtain access to and pass along to the Easement Site.
- (c) do anything reasonably necessary for the exercise of Hunter Water's rights under this easement.

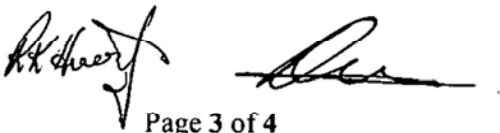
4 The Burdened Owner acknowledges that ownership of any Pipeline or other Ancillary Works located in the Easement Site remains with Hunter Water.

5 Hunter Water covenants with the Burdened Owner that:

- (a) in exercising its rights under this easement, it will procure that as little damage as practicable is done to the Lot Burdened;
- (b) it will procure that any damage caused to the surface of the Lot Burdened is restored as nearly as practicable to its original condition; and
- (c) subject to its rights under this easement, it will procure that the Burdened Owner's reasonable use or occupation of the Lot Burdened is not impeded.

6 Subject to its foregoing rights under this easement, the Burdened Owner covenants with Hunter Water that it will not:

- (a) do or allow anything which will interfere with, damage, or destroy the Pipeline or will interfere with the effective operation of the Pipeline or any Ancillary Work;
- (b) obstruct Hunter Water in the exercise of its rights under this easement; or
- (c) place any structures or improvements on the Easement Site without first seeking the consent in writing of Hunter Water which may be withheld in the absolute discretion of Hunter Water.



Executed by **Richard Karl Hvirf**  
in the presence of:

*R K Hvirf*  
.....  
Signature of Witness

*R K Hvirf*  
.....  
Richard Karl Hvirf

*RALPH KEITH WARD*  
.....  
Name of Witness

*447 HICKS MAITLAND*  
.....  
Address of Witness

*SCLINTON*  
.....  
Name of Witness

Signed and Delivered for and on  
behalf of **Hunter Water Corporation** by  
*ABN 46 228 513 446*  
Peter James Kembrey  
it's duly constituted Attorney pursuant  
to Power of Attorney registered  
Book 4695 No 750

*Peter James Kembrey*  
.....  
Attorney Signature

*P. J. Kembrey*  
.....  
Witness Signature

*MARK RAYMOND HICKEY*  
.....  
Name of Witness

*36 HONEYSUCKLE DRIVE*  
.....  
Address of Witness  
*NEWCASTLE 2300*

Form: 11R  
Release: 4-3

# REQUEST

New South Wales  
Real Property Act 1900



## AN876028L

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

All Statutory Declarations and evidence that are lodged in support of land dealings will be treated as publicly accessible and will be disclosed to persons upon request.

(A) **STAMP DUTY** If applicable. Revenue NSW use only

(B) **TORRENS TITLE**  
See Annexure A

(C) **REGISTERED DEALING**  
Number Torrens Title  
Lot 310 DP 1034974

(D) **LODGED BY**

Document Name, Address or DX, Telephone, and Customer Account Number if any Collection Box <b>28A</b> <b>LLPN: 124247U</b> <b>SAI GLOBAL Property</b> DX 885 SYDNEY 02 9210 0700 Reference: <b>HUNTER-73667517</b>	<b>CODE</b> <b>R</b>
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(E) **APPLICANT**  
Minister for Planning for the State of New South Wales

(F) **NATURE OF REQUEST**  
Application for registration of a Planning Agreement on title under section 7.6 of the Environmental Planning and Assessment Act 1979

(G) **TEXT OF REQUEST**  
That the Planning Agreement, provided in Annexure "B" attached, is registered on the title of the folios for the land referred to in Annexure "A".

### DATE

(H) I certify that I am an eligible witness and that an authorised officer of the applicant signed this dealing in my presence. [See note\* below].  
Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness:

Signature of authorised officer:

Name of witness:

Authorised officer's name: See Annexure A

Address of witness:

Authority of officer:

Signing on behalf of:

(I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.  
The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. Full name: Signature:

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.



Annexure **A** to

Parties:

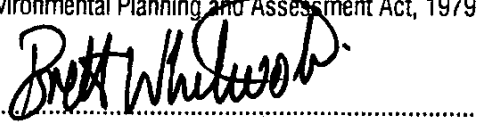
Applicant: Minister for Planning for the State of New South Wales  
Registered Proprietor: Lochinvar Ridge Pty Ltd (ACN 622 572 831)

Dated:

SIGNED by ~~BRENDAN NELSON~~ as delegate  
for the Minister for Planning  
administering the  
Environmental Planning and Assessment Act, 1979


Schedule of Titles:

Lot 310 DP 1034974



I certify that I am an eligible witness and that an authorised officer of the applicant signed this dealing in my presence. [See note\* below].

Certified correct for the purposes of the Real Properties Act 1900 by the authorised officer named below.

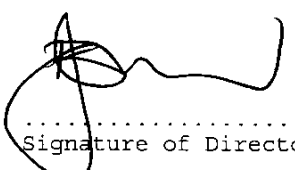
Signature of witness: 

Signature of authorised officer:


Name of witness: **ELEANOR ROBERTSON**  
Address of witness: **320 PITT STREET SYDNEY**

Authorised officer's name: **BRET WHITWORTH**  
Authority of officer: **DEPUTY SECRETARY & DELEGATE MINISTER FOR PLANNING**  
Signing on behalf of:

Executed by Lochinvar Ridge Pty Ltd  
ACN 622 571 831 accordance with  
Section 127(1) of the Corporations Act 2001:

  
.....  
Signature of Director

Bradley Stewart Everett  
Name of Director in full

  
.....  
Signature of Director

Hilton Ross Gurgeon  
Name of Director in full

Annexure B

## Planning Agreement

### Environmental Planning and Assessment Act 1979

44 Christopher Road, Lochinvar NSW 2321

Minister for Planning (ABN 38 755 709 681)

Lochinvar Ridge Pty Ltd (ACN 622 571 831)

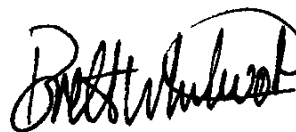


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This deed is dated 12 October 2018



**Parties:**

**Minister**

**Minister for Planning** (ABN 38 755 709 681)  
of Level 15, 52 Martin Place, Sydney, New South Wales 2000

**Developer**

**Lochinvar Ridge Pty Ltd** (ACN 622 571 831)  
of 313 Charlestown Road, Charlestown NSW 2290

**Introduction:**

- A The Landowner owns the Land.
- B The Developer proposes to carry out the Development on the Land.
- C The Developer has made a Development Application to the Consent Authority in respect of the Land.
- D Clause 6.1 of the Maitland Local Environmental Plan 2011 provides that the Consent Authority must not grant Development Consent to the Development unless the Secretary has certified in writing to the Consent Authority that satisfactory arrangements have been made to contribute to the provision of designated State infrastructure referred to in clause 6.1 of the Maitland Local Environmental Plan 2011.
- E The Developer has offered to enter into this deed with the Minister to secure the Development Contribution in order to enable the Secretary to provide the certification required by the Maitland Local Environmental Plan 2011.

**It is agreed:**

**1. Definitions and interpretation**

**1.1 Definitions**

In this **deed**, unless the context clearly indicates otherwise:

**Act** means the *Environmental Planning and Assessment Act 1979* (NSW).

**Address for Service** means the address of each party appearing in Schedule 2 or any new address notified by any party to all other parties as its new Address for Service.

**Authority** means any Federal, State or local government or semi-governmental, statutory, judicial or public person, instrumentality or department.

**Bank Guarantee** means an irrevocable and unconditional undertaking:

- (a) by an Australian bank which is an eligible financial institution for the purposes of Treasury Circular NSW TC14/01 dated 24 January 2014 as amended, supplemented or substituted from time to time; and
- (b) on terms acceptable to the Minister, in the Minister's absolute discretion,



to pay the face value of that undertaking (being such amount as is required under this deed) on demand.

**Base CPI** means the CPI number for the quarter ending 31 March 2017.

**Business Day** means any day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, and concludes at 5 pm on that day.

**Consent Authority** has the same meaning as in the Act.

**Contribution Amount** means the amount of the monetary contribution to be paid by the Developer as described in Schedule 4.

**CPI** means the Sydney Consumer Price Index (All Groups) published by the Commonwealth Statistician, or if that index no longer exists, any similar index that the Minister specifies, in his or her sole discretion, for the purposes of this deed.

**CPI Adjustment Date** means 1 July 2018 and each anniversary of 1 July 2018.

**Current CPI** means the CPI number for the quarter ending immediately before 31 March in the year in which the relevant adjustment is made.

**Dealing** means in relation to the Land, to sell, transfer, assign, mortgage, charge, dispose, encumber or otherwise deal with the Land in whole or part.

**Development** means the proposed staged subdivision of the Land in approximately 364 residential lots, 2 super lots and 3 drainage lots, generally in accordance with the plan at Schedule 7 and the Development Application DA 2018/0456 lodged with Maitland City Council.

**Development Application** has the same meaning as in the Act.

**Development Consent** has the same meaning as in the Act.

**Development Contribution** means the contributions to be provided by the Developer in accordance with Schedule 4.

**Explanatory Note** means the note exhibited with a copy of this deed when this deed is made available for inspection by the public pursuant to the Act, as required by the Regulation.

**General Register of Deeds** means the land register maintained under the *Conveyancing Act 1919* (NSW) and so titled.

**GST** means any form of goods and services tax payable under the GST Legislation.

**GST Legislation** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Insurance Bond** means an irrevocable and unconditional undertaking:

- (a) by an Insurance Company which is an eligible financial institution for the purposes of Treasury Circular NSW TC14/01 dated 24 January 2014 as amended, supplemented or substituted from time to time; and
- (b) on terms acceptable to the Minister, in the Minister's absolute discretion,

to pay the face value of that undertaking (being such amount as is required under this deed) on demand.

**Insurance Company** means an insurance company authorised under the *Insurance Act 1973* and who is subject to prudential supervision by Australian Prudential Regulatory Authority.

**Land** means the land described in Schedule 3.

**LEP** means Maitland Local Environmental Plan 2011.

**Mediation Program** means the Mediation Program of the Law Society of New South Wales as published on its website and as varied from time to time.

**Minister** means the Minister for Planning and includes the Secretary and the Secretary's nominee.

**Planning Application** means:

- (a) a Development Application; or
  - (b) any other application required under the Act,
- which seeks approval for the subdivision of the Land.

**Real Property Act** means the *Real Property Act 1900* (NSW).

**Register** means the Torrens title register maintained under the Real Property Act.

**Regulation** means the *Environmental Planning and Assessment Regulation 2000* (NSW).

**Satisfactory Arrangements Certificate** means a certificate issued by the Secretary that satisfactory arrangements have been made to contribute to the provision of designated State public infrastructure in accordance with clause 6.1 of the LEP.

**Secretary** means the Secretary of the Department of Planning and Environment.

**Security** means a Bank Guarantee or an Insurance Bond.

**SIC Amount** means the amount of a monetary contribution calculated in accordance with a Special Infrastructure Contribution that would be payable for a stage of the subdivision authorised by the relevant Development Consent had section 7.24 of the Act not been excluded by this deed.

**Subdivision Certificate** has the same meaning as in the Act.

**Tax** means a tax, duty (including stamp duty and any other transaction duty), levy, impost, charge, fee (including a registration fee) together with all interest, penalties, fines and costs concerning them.

## 1.2 Interpretation

In this deed unless the context clearly indicates otherwise:

- (a) a reference to **this deed** or another document means this deed or that other document and any document which varies, supplements, replaces, assigns or novates this deed or that other document;
- (b) a reference to **legislation** or a **legislative provision** includes any statutory modification, or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (c) a reference to a **body** or **authority** which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;

- (d) a reference to the **introduction**, a **clause**, a **schedule** or an **annexure** is a reference to the introduction, a clause, a schedule or an annexure to or of this deed;
- (e) **clause headings**, the **introduction** and the **table of contents** are inserted for convenience only and do not form part of this deed;
- (f) the **schedules** and **annexures** form part of this deed;
- (g) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (h) a reference to a **natural person** includes their personal representatives, successors and permitted assigns;
- (i) a reference to a **corporation** includes its successors and permitted assigns;
- (j) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this deed;
- (k) an **obligation** or **warranty** on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- (l) a requirement to do any thing includes a requirement to cause that thing to be done and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (m) **including** and **includes** are not words of limitation;
- (n) a word that is derived from a defined word has a corresponding meaning;
- (o) **monetary amounts** are expressed in Australian dollars;
- (p) the singular includes the plural and vice-versa;
- (q) words importing one gender include all other genders;
- (r) a reference to a thing includes each part of that thing; and
- (s) neither this deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

## **2. Operation and application of this deed**

### **2.1 Operation**

This deed commences on the date that this deed is signed by all the parties.

### **2.2 Planning agreement under the Act**

This deed constitutes a planning agreement within the meaning of section 7.4 of the Act and the parties agree on the matters set out in Schedule 1.

### **2.3 Application**

This deed applies to:

- (a) the Land; and
- (b) the Development.



### **3. Application of sections 7.11, 7.12 and 7.24 of the Act**

The application of sections 7.11, 7.12 and 7.24 of the Act are excluded to the extent stated in Schedule 1.

### **4. Development Contribution**

#### **4.1 Developer to provide Development Contribution**

The Developer undertakes to provide to the Minister, or the Minister's nominee, the Development Contribution in accordance with the provisions of Schedule 4 to this deed.

#### **4.2 Special Infrastructure Contribution**

- (a) This clause applies where:
  - (i) the Minister determines a special infrastructure contribution (**SIC**) under section 7.23 of the Act for a special contributions area that includes any part of the Land (**SIC Determination**); and
  - (ii) the SIC Determination takes effect on or after the commencement of this deed, but before the Development Contribution has been paid in full.
- (b) If the SIC Amount for a stage of the subdivision authorised by the relevant Development Consent is less than the Contribution Amount that would otherwise be payable under this deed for that stage, then:
  - (i) the Developer is required to pay only the SIC Amount; and
  - (ii) that amount is to be treated as the relevant Contribution Amount for the purposes of clause 4.1 and clauses 1(b) and 2(b) of Schedule 4.
- (c) Clause 4.2(b) applies only to a Contribution Amount that has not been paid and is not due and payable at the time the SIC Determination takes effect. To avoid doubt, the Minister is not required to refund or reimburse any part of the Development Contribution paid before that time.
- (d) In this clause 4.2, a reference to the SIC Amount for a stage of the subdivision authorised by the relevant Development Consent is a reference to the amount of the monetary contribution for that stage calculated in accordance with the SIC Determination, being the amount that would have been payable if the application of section 7.24 of the Act had not been excluded by this deed and the Development Consent had been granted before the SIC Determination took effect.

#### **4.3 Acknowledgement**

The Developer acknowledges and agrees that, subject to section 7.3 of the Act, the Minister:

- (a) has no obligation to use or expend the Development Contribution for a particular purpose despite any provision of this deed to the contrary and has no obligation to repay the Development Contribution; and
- (b) in circumstances where the Development Contribution is transferred to any Authority, has not made any representation or warranty that the Development Contribution will or must be used for a particular purpose by that Authority.

## **5. Interest**

### **5.1 Interest for late payment**

- (a) If the Developer fails to pay a Contribution Amount (as indexed in accordance with Schedule 4) due to the Minister on the due date for payment, the Developer must also pay to the Minister interest at a rate of 2% above the loan reference rate charged by the Commonwealth Bank of Australia from time to time.
- (b) Interest is payable on the daily balance of amounts due from the due date for payment of those amounts until all outstanding amounts (including interest on those amounts) have been paid to the Minister.

## **6. Enforcement**

### **6.1 Developer to provide Security**

The Developer has agreed to provide security to the Minister for the performance of the Developer's obligations under this deed by providing the Security to the Minister in accordance with the terms and procedures set out in Schedule 5.

## **7. Registration**

### **7.1 Registration of deed**

- (a) Within 10 Business Days of receiving a copy of this deed executed by the Minister, the Developer at its own expense is to take all practical steps and otherwise do anything to procure:
  - (i) the consent of each person, as required by the Registrar-General, who:
    - (A) has an estate or interest in the Land registered under the Real Property Act; or
    - (B) is seized or possessed of an estate or interest in the Land,to the registration of this deed on the title to the Land and to the terms of this deed; and
  - (ii) the execution of any documents;
  - (iii) the production of the relevant certificates of title; and
  - (iv) the lodgement of this deed in a registrable form at the NSW Land Registry Services for registration by the Registrar-General in the relevant folio of the Register for the Land, or in the General Register of Deeds if this deed relates to land not under the Real Property Act.
- (b) The Developer will take all practical steps and otherwise do anything to procure the registration of this deed within three months of the date of this deed in the relevant folio of the Register for the Land, or in the General Register of Deeds if this deed relates to land not under the Real Property Act, including promptly responding to any requisitions made by the Registrar-General in respect of this deed and/or any ancillary documents.

### **7.2 Evidence of registration**

- (a) The Developer must provide the Minister with evidence of the lodgement of this deed pursuant to clause 7.1(a)(iv) within 10 Business Days of such lodgement at the NSW Land Registry Services.

- (b) The Developer will provide the Minister with a copy of the relevant folio of the Register for the Land and a copy of the registered dealing containing this deed within 10 Business Days of registration of this deed.

### **7.3 Release and discharge of deed**

The Minister agrees to do all things reasonably required by the Developer to release and discharge this deed with respect to any part of the Land upon the Developer satisfying all of its obligations under this deed in respect of that part of the Land.

### **7.4 Interest in Land**

The Developer represents and warrants that it is:

- (a) the owner of the Land; and
- (b) legally and beneficially entitled to obtain all consents and approvals and to compel any person referred to in or contemplated by clause 7.1(a)(i) to assist, cooperate and to otherwise do all things necessary for the Developer to comply with its obligations under clause 7.

### **7.5 Right to lodge caveat**

- (a) Subject to clause 7.5(b) until such time as this deed is registered on the title of the Land in accordance with clause 7.1, the Developer acknowledges that this deed confers on the Minister an interest in the Land and entitles the Minister to lodge and maintain a caveat on the title to the Land to prevent any Dealing in respect of the Land.
- (b) If the Minister lodges a caveat in accordance with clause 7.5(a), then the Minister will do all things reasonably necessary to:
  - (i) ensure that the caveat does not prevent or delay the registration of this deed; and
  - (ii) remove the caveat from the title to the Land promptly, following registration of this deed in accordance with clause 7.1.
- (c) If, after 10 Business Days of receipt of a copy of this deed executed by the Minister, the Developer has failed or has been unable to achieve the registration of this deed in accordance with clause 7.1, the Developer must pay the Minister's reasonable costs and expenses, including legal costs, of exercising the Minister's rights under clause 7.5(a) to lodge and withdraw a caveat(s) (as applicable).

## **8. Dispute Resolution**

### **8.1 Not commence**

A party must not commence any court proceedings relating to a dispute unless it complies with this clause 8.

### **8.2 Written notice of dispute**

A party claiming that a dispute has arisen under or in relation to this deed must give written notice to the other party specifying the nature of the dispute.

### **8.3 Attempt to resolve**

On receipt of notice under clause 8.2, the parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution processes such as mediation, expert evaluation or other methods agreed by them.

#### **8.4 Mediation**

If the parties do not agree within 21 Business Days of receipt of notice under clause 8.2 (or any further period agreed in writing by them) as to:

- (a) the dispute resolution technique and procedures to be adopted;
- (b) the timetable for all steps in those procedures; or
- (c) the selection and compensation of the independent person required for such technique,

the parties must mediate the dispute in accordance with the Mediation Program. The parties must request the president of the Law Society of NSW or the president's nominee to select the mediator and determine the mediator's remuneration.

#### **8.5 Court proceedings**

If the dispute is not resolved within 60 Business Days after notice is given under clause 8.2 then any party which has complied with the provisions of this clause 8 may in writing terminate any dispute resolution process undertaken under this clause and may then commence court proceedings in relation to the dispute.

#### **8.6 Not use information**

The parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement under this clause 8 is to attempt to settle the dispute. No party may use any information or documents obtained through any dispute resolution process undertaken under this clause 8 for any purpose other than in an attempt to settle the dispute.

#### **8.7 No prejudice**

This clause 8 does not prejudice the right of a party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this deed.

### **9. GST**

#### **9.1 Definitions**

Words used in this clause that are defined in the GST Legislation have the meaning given in that legislation.

#### **9.2 Intention of the parties**

The parties intend that:

- (a) Divisions 81 and 82 of the GST Legislation apply to the supplies made under and in respect of this deed; and
- (b) no additional amounts will be payable on account of GST and no tax invoices will be exchanged between the parties.

#### **9.3 Reimbursement**

Any payment or reimbursement required to be made under this deed that is calculated by reference to a cost, expense, or other amount paid or incurred must be limited to the total cost, expense or amount less the amount of any input tax credit to which any entity is entitled for the acquisition to which the cost, expense or amount relates.

#### 9.4 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this deed are exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purposes of this clause 9.

#### 9.5 Additional Amounts for GST

To the extent an amount of GST is payable on a supply made by a party (**Supplier**) under or in connection with this deed (the **GST Amount**), the recipient must pay to the Supplier the GST Amount. However, where a GST Amount is payable by the Minister as recipient of the supply, the Developer must ensure that:

- (a) the Developer makes payment of the GST Amount on behalf of the Minister, including any gross up that may be required; and
- (b) the Developer provides a tax invoice to the Minister.

#### 9.6 Non monetary consideration

Clause 9.5 applies to non-monetary consideration.

#### 9.7 Assumptions

The Developer acknowledges and agrees that in calculating any amounts payable under clause 9.5 the Developer must assume the Minister is not entitled to any input tax credit.

#### 9.8 No merger

This clause does not merge on completion or termination of this deed.

### 10. Assignment and transfer

#### 10.1 Right to assign or novate

- (a) Prior to a proposed assignment or novation of its rights or obligations under this deed, the party seeking to assign its rights or novate its obligations (**Assigning Party**) must seek the consent of the Minister and:
  - (i) satisfy the Minister (acting reasonably) that the person to whom the Assigning Party's rights or obligations are to be assigned or novated (**Incoming Party**) has sufficient assets, resources and expertise required to perform the Assigning Party's obligations under this deed insofar as those obligations are to be novated to the Incoming Party;
  - (ii) procure the execution of an agreement by the Incoming Party with the Minister on terms satisfactory to the Minister (acting reasonably) under which the Incoming Party agrees to comply with the terms and conditions of this deed as though the Incoming Party were the Assigning Party; and
  - (iii) satisfy the Minister, acting reasonably, that it is not in material breach of its obligations under this deed.
- (b) The Assigning Party must pay the Minister's reasonable legal costs and expenses incurred under this clause 10.1.

## 10.2 Right to transfer Land

- (a) The Developer must not sell or transfer to another person (**Transferee**) the whole or part of any part of the Land:
  - (i) on which this deed remains registered under section 7.6 of the Act; or
  - (ii) for which the Development Contribution required under this deed remains outstanding.
- (b) Notwithstanding clause 10.2(a) the Developer may sell or transfer the whole or any part of the Land to a Transferee if prior to the proposed sale or transfer the Developer:
  - (i) satisfies the Minister, acting reasonably, that the proposed Transferee has sufficient assets, resources and expertise required to perform any of the remaining obligations of the Developer under this deed or satisfies the Minister, acting reasonably, that the Developer will continue to be bound by the terms of this deed after the transfer has been effected;
  - (ii) procures the execution of an agreement by the Transferee with the Minister on terms satisfactory to the Minister, acting reasonably, under which the Transferee agrees to comply with the terms and conditions of this deed as though the Transferee were the Developer; and
  - (iii) satisfies the Minister, acting reasonably, that it is not in material breach of its obligations under this deed.
- (c) The Developer must pay the Minister's reasonable legal costs and expenses incurred under this clause 10.2.

## 10.3 Replacement Security

Provided that:

- (a) the Developer has complied with clause 10.1 and 10.2; and
- (b) the Transferee or Incoming Party (as the case may be) has provided the Minister with a replacement Security in accordance with the requirements of Schedule 5 and on terms acceptable to the Minister,

the Minister will promptly return the Security to the Developer.

## 11. Capacity

### 11.1 General warranties

Each party warrants to each other party that:

- (a) this deed creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (b) unless otherwise stated, it has not entered into this deed in the capacity of trustee of any trust.

### 11.2 Power of attorney

If an attorney executes this deed on behalf of any party, the attorney declares that it has no notice of the revocation of that power of attorney.

## 12. Reporting requirement

- (a) By 1 September each year or as otherwise agreed with the Secretary, the Developer must deliver to the Secretary a report (in a format acceptable to the Secretary) for the period 1 July to 30 June of the preceding financial year which must include the following matters, as applicable:
- (i) details of all Development Consents and Subdivision Certificates issued in relation to the Development;
  - (ii) a description of the status of the Development including a plan that identifies what parts of the Development have been completed, are under construction and are to be constructed;
  - (iii) a forecast in relation to the anticipated progression and completion of the Development;
  - (iv) a compliance schedule showing the details of all Contribution Amounts provided under this deed as at the date of the report and indicating any non-compliance with this deed and the reason for the non-compliance; and
  - (v) when the Developer expects to lodge the next Planning Application.
- (b) Upon the Secretary's request, the Developer must deliver to the Secretary all documents and other information which, in the reasonable opinion of the Secretary are necessary for the Secretary to assess the status of the Development and the Developer's compliance with this deed.

## 13. General Provisions

### 13.1 Entire deed

This deed constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

### 13.2 Variation

This deed must not be varied except by a later written document executed by all parties.

### 13.3 Waiver

A right created by this deed cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

### 13.4 Further assurances

Each party must promptly execute all documents and do every thing necessary or desirable to give full effect to the arrangements contained in this deed.

### 13.5 Time for doing acts

- (a) If:
- (i) the time for doing any act or thing required to be done; or
  - (ii) a notice period specified in this deed,

expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.

- (b) If any act or thing required to be done is done after 5 pm on the specified day, it is taken to have been done on the following Business Day.

### **13.6 Governing law and jurisdiction**

- (a) The laws applicable in New South Wales govern this deed.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

### **13.7 Severance**

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this deed without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

### **13.8 Preservation of existing rights**

The expiration or termination of this deed does not affect any right that has accrued to a party before the expiration or termination date.

### **13.9 No merger**

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this deed for any reason, does not merge on the occurrence of that event but remains in full force and effect.

### **13.10 Counterparts**

This deed may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

### **13.11 Relationship of parties**

Unless otherwise stated:

- (a) nothing in this deed creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

### **13.12 Good faith**

Each party must act in good faith towards all other parties and use its best endeavours to comply with the spirit and intention of this deed.

### **13.13 No fetter**

Nothing in this deed is to be construed as requiring the Minister to do anything that would cause the Minister to breach any of the Minister's obligations at law and without limitation, nothing in this deed shall be construed as limiting or fettering in any way the discretion of the Minister in exercising any of the Minister's statutory functions, powers, authorities or duties.



### 13.14 Explanatory note

The Explanatory Note must not be used to assist in construing this deed.

### 13.15 Expenses and stamp duty

- (a) The Developer must pay its own and the Minister's reasonable legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this deed.
- (b) The Developer must pay for all costs and expenses associated with the giving of public notice of this deed and the Explanatory Note in accordance with the Regulation.
- (c) The Developer must pay all Taxes assessed on or in respect of this deed and any instrument or transaction required or contemplated by or necessary to give effect to this deed (including stamp duty and registration fees, if applicable).
- (d) The Developer must provide the Minister with bank cheques, or an alternative method of payment if agreed with the Minister, in respect of the Minister's costs pursuant to clauses 13.15(a) and (b):
  - (i) where the Minister has provided the Developer with written notice of the sum of such costs prior to execution, on the date of execution of this deed; or
  - (ii) where the Minister has not provided the Developer with prior written notice of the sum of such costs prior to execution, within 30 Business Days of demand by the Minister for payment.

### 13.16 Notices

- (a) Any notice, demand, consent, approval, request or other communication (**Notice**) to be given under this deed must be in writing and must be given to the recipient at its Address for Service by being:
  - (i) hand delivered; or
  - (ii) sent by prepaid ordinary mail within Australia; or
  - (iii) in the case of a Notice to be given by the Minister or Secretary, sent by email.
- (b) A Notice is given if:
  - (i) hand delivered, on the date of delivery but if delivery occurs after 5pm New South Wales time or a day that is not a Business Day, is taken to be given on the next Business Day;
  - (ii) sent by prepaid ordinary mail within Australia, on the date that is 2 Business Days after the date of posting; or
  - (iii) sent by email:
    - (A) before 5 pm on a Business Day, on that Day;
    - (B) after 5 pm on a Business Day, on the next Business Day after it is sent; or
    - (C) on a day that it is not a Business Day, on the next Business Day after it is sent, and the sender does not receive a delivery failure notice.

## Schedule 1

**Table 1 - Requirements under section 7.4 of the Act (clause 2.2)**

The parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the deed complying with the Act.

<b>Requirement under the Act</b>	<b>This deed</b>
<p><b>Planning instrument and/or development application – (section 7.4(1))</b></p> <p>The Developer has:</p> <p>(a) sought a change to an environmental planning instrument.</p> <p>(b) made, or proposes to make, a Development Application.</p> <p>(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.</p>	<p>(a) No</p> <p>(b) Yes</p> <p>(c) No</p>
<p><b>Description of land to which this deed applies – (section 7.4(3)(a))</b></p>	See Schedule 3
<p><b>Description of development to which this deed applies – (section 7.4 (3)(b))</b></p>	See definition of Development in clause 1.1
<p><b>Description of change to the environmental planning instrument to which this deed applies – (section 7.4 (3)(b))</b></p>	N/A
<p><b>The scope, timing and manner of delivery of contribution required by this deed – (section 7.4 (3)(c))</b></p>	See Schedule 4
<p><b>Applicability of sections 7.11 and 7.12 of the Act – (section 7.4 (3)(d))</b></p>	The application of sections 7.11 and 7.12 of the Act is not excluded in respect of the Development.
<p><b>Applicability of section 7.24 of the Act – (section 7.4 (3)(d))</b></p>	The application of section 7.24 of the Act is excluded in respect of the Development.
<p><b>Consideration of benefits under this deed if section 7.11 applies – (section 7.4 (3)(e))</b></p>	No
<p><b>Mechanism for Dispute Resolution – (section 7.4(3)(f))</b></p>	See clause 8
<p><b>Enforcement of this deed – (section 7.4(3)(g))</b></p>	See clause 6
<p><b>No obligation to grant consent or exercise functions – (section 7.4(10))</b></p>	See clause 13.13

**Table 2 – Other matters**

<b>Requirement under the Act</b>	<b>This deed</b>
<b>Registration of the Planning Agreement – (section 7.6 of the Act)</b>	Yes (see clause 7)
<b>Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a construction certificate is issued – (clause 25E(2)(g) of the Regulation)</b>	No
<b>Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before an occupation certificate is issued – (clause 25E(2)(g) of the Regulation)</b>	No
<b>Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a subdivision certificate is issued – (clause 25E(2)(g) of the Regulation)</b>	Yes (see clause 3 of Schedule 4)

## Schedule 2

### Address for Service (clause 1.1)

#### Minister

**Contact:** The Secretary  
**Address:** Department of Planning and Environment  
320 Pitt Street  
SYDNEY NSW 2000  
**Email:** [planningagreements@planning.nsw.gov.au](mailto:planningagreements@planning.nsw.gov.au)

#### Developer

**Contact:** Brad Everett  
**Address:** 1 Hartley Driver, Thornton NSW 2322  
**Email:** [BradE@hunterland.com.au](mailto:BradE@hunterland.com.au)

### Schedule 3

#### Land (clause 1.1)

##### 1. Lots proposed for development

Lot	Deposited Plan	Folio Identifier
310	1034974	310/DP1034974

## Schedule 4

### Development Contribution (clause 4)

#### 1. Development Contribution

- (a) For the purposes of this Schedule, Net Developable Area, in relation to a part of the Land means the net developable area of that part as defined and determined in accordance with Schedule 6.
- (b) The Developer undertakes to provide the Development Contribution in the manner set out in the table below:

Development Contribution	Value	Timing
Contribution Amount - Monetary contribution towards designated State public infrastructure.	\$82,103.00 per hectare of Net Developable Area for any part of the Land to which a Subdivision Certificate application relates.	Pursuant to clause 3 of this Schedule 4.

- (c) The Minister and Developer acknowledge and agree that the Development Contribution is the sum of the Contribution Amounts under this deed.

#### 2. Calculation of the value of a Contribution Amount

- (a) Each Contribution Amount will be an amount equal to the sum represented by "X" in the following formula:

$$X = N \times \$82,103.00$$

"N" means the number of hectares comprised in the Net Developable Area of the part of Land to which a Subdivision Certificate application relates.

- (b) On the CPI Adjustment Date, each Contribution Amount is to be adjusted by multiplying the Contribution Amount payable (as previously adjusted in accordance with this clause, where relevant) by an amount equal to the Current CPI divided by the Base CPI.

#### 3. Payment of Contribution Amounts

- (a) The Developer must pay to the Minister or the Minister's nominee each Contribution Amount prior to the issue of the relevant Subdivision Certificate.
- (b) The Developer must provide the Minister with not less than 10 Business Days' written notice of its intention to lodge an application for the relevant Subdivision Certificate.
- (c) The parties agree that the requirement to make a payment under this clause is a restriction on the issue of the relevant Subdivision Certificate within the meaning of section 6.15(1)(d) of the Act.

## Schedule 5

### Security terms (clause 6)

#### 1. Developer to provide Security

- (a) In order to secure the payment or performance of the Development Contribution the Developer has agreed to provide the Security.
- (b) The Security must:
  - (i) name the "Minister for Planning" and the "Department of Planning and Environment ABN 38 755 709 681" as the relevant beneficiaries; and
  - (ii) not have an expiry date.

#### 2. Security

- (a) At the time the Developer signs this deed, the Developer must provide the Security to the Minister having a face value amount of \$20,000 (**Security Amount**) in order to secure the Developer's obligations under this deed.
- (b) From the date of execution of this deed until the date that the Developer has provided the Development Contribution, the Minister is entitled to retain the Security.

#### 3. Claims under Bank Guarantees

- (a) The Minister may:
  - (i) call upon the Security where the Developer has failed to pay a Contribution Amount for the Development on or after the date for payment under this deed; and
  - (ii) retain and apply such monies towards the Contribution Amount and any costs and expenses incurred by the Minister in rectifying any default by the Developer under this deed.
- (b) Prior to calling upon the Security the Minister must give the Developer not less than 10 Business Days written notice of his or her intention to call upon the Security.
- (c) If:
  - (i) the Minister calls upon the Security; and
  - (ii) applies all or part of such monies towards the Contribution Amount and any costs and expenses incurred by the Minister in rectifying any default by the Developer under this deed; and
  - (iii) has notified the Developer of the call upon the Security in accordance with clause (b) of this Schedule 5,

then the Developer must provide to the Minister a replacement Security to ensure that at all times until the date that the Security is released in accordance with clause 4 of this Schedule, the Minister is in possession of Security for a face value equivalent to the Security Amount.

#### 4. Release of Security

If:

- (a) the Developer has satisfied all of its obligations under this deed secured by the Bank Guarantee; and
- (b) the whole of the monies secured by the Bank Guarantee has not been expended and the monies accounted for in accordance with clause 2 of this Schedule 5,

then the Minister will promptly return the Bank Guarantee (less any costs, charges, duties and taxes payable), or the remainder of the monies secured by the Bank Guarantee (as the case may be), to the Developer.

## Schedule 6

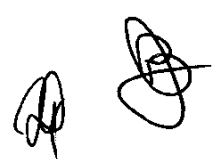
### Definition of Net Developable Area (Schedule 4, clauses 1 and 2)

1. The net developable area of a part of the Land (*the net developable area for the proposed subdivision*) is the area of land, in hectares, shown on the proposed plan of subdivision (that is, the area to which the relevant application for a subdivision certificate for that part of the Land relates), subject to the other provisions of this Schedule 6.
2. The net developable area does not include the area of any land that the proposed subdivision reserves, dedicates or otherwise sets aside as, or for the purpose of, any of the following:
  - (a) school;
  - (a) TAFE establishment;
  - (b) emergency services facility;
  - (c) health services facility owned or operated by a public authority;
  - (d) golf course;
  - (e) passenger transport facility;
  - (f) place of public worship;
  - (g) public open space, including a public reserve (within the meaning of the *Local Government Act 1993*);
  - (h) drainage reserve (within the meaning of the *Local Government Act 1993*);
  - (i) public utility undertaking;
  - (j) bus depot;
  - (k) recreation area;
  - (l) cemetery (within the meaning of the *Cemeteries and Crematoria Act 2013*);
  - (m) public roads; and
  - (n) public amenities or public services, in connection with which development contributions have been imposed under section 7.11 or section 7.12 of the Act or may be imposed in accordance with a contributions plan approved under section 7.18 of the Act.
3. The following areas of land are not to be included in the calculation of the net developable area for the proposed subdivision:
  - (a) any area of land that is at or below the level of a 1:100 ARI (average recurrent interval) flood event, if the Secretary is satisfied that the area is unsuitable for developing for the purposes of the subdivision by virtue of it being at or below that level;



- (b) any area of land that is identified as public open space in a development control plan or in a contributions plan approved under section 7.18 of the Act;
  - (c) any area of land that is within Zone E2 Environmental Conservation;
  - (d) any area of land within the curtilage of a building listed on the State Heritage Register;
  - (e) any area of land this is within an asset protection zone:
    - (i) that is specified in a bush fire safety authority issued under the *Rural Fires Act 1997*; or
    - (ii) that is required to be established by the development consent relating to the subdivision,if the Secretary is satisfied that the area is unsuitable for developing for the purposes of the subdivision by virtue of it being within that zone;
  - (f) an area of land that is subject to an easement in favour of a public utility undertaking for the purpose of the supply of the utility service to the public as shown on the title to that land or as confirmed in writing by the public utility undertaking, if the Secretary is satisfied the that the area is unsuitable for developing for the purposes of the subdivision by virtue of the easement; and
  - (g) any area of land that is within a public transport corridor (other than a road corridor) as shown on a Land Zoning Map for the purposes of an environmental planning instrument or a development control plan made under the Act, if the Secretary is satisfied that the area is unsuitable for development for the purposes of the subdivision by virtue of it being within the public transport corridor.
4. The net developable area does not include the area of any lot in the proposed plan of subdivision that may be further subdivided (other than under a strata scheme) in accordance with the development consent relating to the subdivision.
5. The net developable area does not include the area of any lot in the proposed plan of subdivision that the Secretary has determined (in writing), at the Secretary's discretion and having regard to the relevant planning controls, will be further subdivided (other than under a strata scheme) in accordance with a future development consent for the purpose of the orderly development of the land for urban purposes in the future.
6. If a proposed lot contains an existing lawful habitable dwelling (being a dwelling that lawfully existed on the proposed lot at the date this deed commences) and:
- (a) is no more than 0.1 hectare, the net developable area does not include the area of the lot, or
  - (b) is more than 0.1 hectare in area, the net developable area is reduced by 0.1 hectare, for the purpose of calculating the net developable area for the proposed subdivision.
7. If a proposed lot is wholly within Zone E3 Environmental Management, Zone E4 Environmental Living or Zone R5 Large Lot Residential and is more than 0.1 hectare, that lot is taken to be 0.1 hectare for the purpose of calculating the net developable area for the proposed subdivision.
8. The parties agree that the Secretary may make any determination required to be made for the purpose of calculating the net developable area for the proposed subdivision in accordance with this clause and, for that purpose, may have regard to any information available at the time, such as construction plans and any measurements made by a registered surveyor of the land concerned.

9. In this Schedule 6, the following words or expressions have the same meanings as they have in the Standard Instrument (that is, the standard instrument for a principal local environmental plan prescribed by the Standard Instrument (Local Environmental Plans) Order 2006 (**Standard Instrument**):
- (a) emergency services facility;
  - (b) health services facility;
  - (c) passenger transport facility;
  - (d) place of public worship;
  - (e) public utility undertaking;
  - (f) recreation area; and
  - (g) school.
10. In this Schedule, a reference to:
- (h) a land use zone is a reference to a land use zone specified in the Standard Instrument and to a land use zone that is equivalent to any such land use zone; and
  - (i) curtilage of a building listed on the State Heritage Register is a reference to the curtilage of that building, or the site of that building, as specified or described in the listing of the building on the State Heritage Register kept under Part 3A of the *Heritage Act 1977*; and
  - (j) a "strata scheme" means a reference to a strata scheme as that term is defined in the *Strata Scheme (Freehold Development) Act 1973* or a leasehold strata scheme as that term is defined in the *Strata Scheme (Leasehold Development) Act 1986*.





Execution page

Executed as a deed

Signed, sealed and delivered for and on behalf of the Minister for Planning ABN 38 755 709 681, in the presence of:

SIGNED by BRENDAN NELSON as delegate for the Minister for Planning administering the Environmental Planning and Assessment Act, 1979

Signature of witness

Signature of the Minister for Planning or delegate

ELEANOR ROBERTSON

BRETT WHITWORTH

Name of witness in full

Name of Minister for Planning or delegate

320 PITT ST, SYDNEY

Address of witness

Executed by Lochinvar Ridge Pty Ltd (ACN 622 571 831) accordance with section 127(1) of the Corporations Act 2001:

Signature of Sole Director and Secretary

Signature of Director

HILTON ROSS CRUGEDN

BRADLEY STEWART EVERETT

Name of Sole Director and Secretary in full

Name of Director

FILM WITH

AN876028

## AUTHORITY

From: Richard Hvirf  
c/- Hills Solicitors  
447 High Street,  
MAITLAND NSW 2320

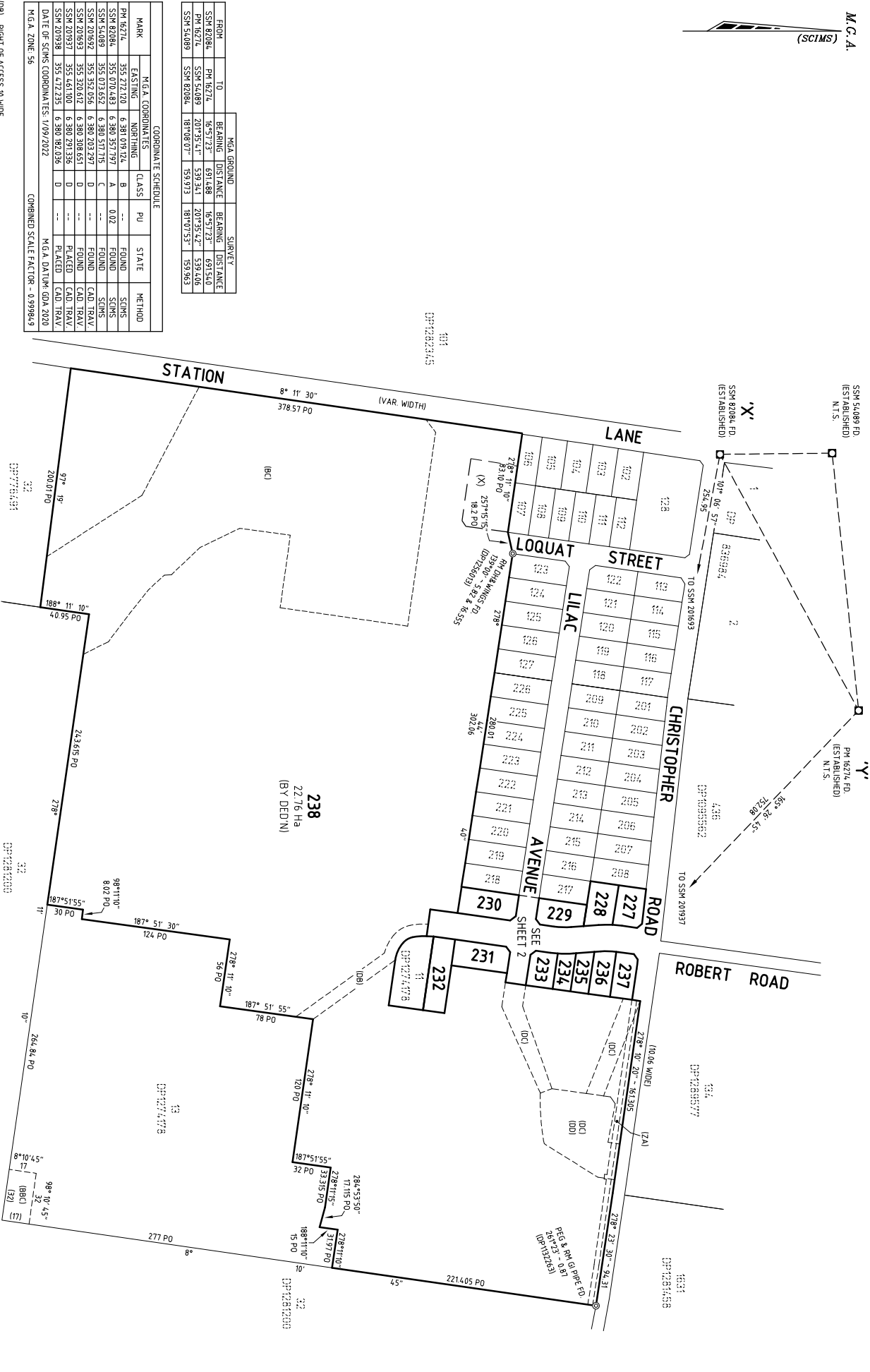
To: Registrar General  
Land Registry Services  
Queens Square  
SYDNEY NSW 2000

**RE: AUTHORITY TO CONSENT TO REGISTRATION OF VOLUNTARY PLANNING  
AGREEMENT  
PROPERTY: 44 CHRISTOPHER ROAD, LOCHINVAR  
REGISTERED PROPRIETOR: LOCHINVAR RIDGE PTY LTD**

I, Richard Karl Hvirf, the Mortgagee under registered Mortgage AN52056 hereby consent to the registration of a Voluntary Planning Agreement being entered into by Lochinvar Ridge Pty Ltd with the Department of Planning and Environment affecting the property, 44 Christopher Road, Lochinvar (Certificate of Title Folio Identifier 310/1034974).

DATED: 14/11/18

  
.....  
(Richard Karl Hvirf)



M.C.A.  
(SCIMS)

FROM	TO	MGA GROUND BEARING	DISTANCE	SURVEY BEARING	DISTANCE
SSM 82084	PM 16274	16°51'23"	691.488	16°51'23"	691.540
PM 16274	SSM 54089	20°35'41"	593.941	20°35'42"	593.406
SSM 54089	SSM 82084	181°08'07"	159.973	181°07'53"	159.965

COORDINATE SCHEDULE					
MARK	MGA COORDINATES	CLASS	PU	STATE	METHOD
PM 16274	565.272120	B	---	FOUND	SCMS
SSM 82084	355.070483	A	0.02	FOUND	SCMS
SSM 54089	355.073652	C	---	FOUND	SCMS
SSM 20692	355.352056	D	---	FOUND	CAD TRAV
SSM 20693	355.320612	D	---	FOUND	CAD TRAV
SSM 20937	355.461100	D	---	PLACED	CAD TRAV
SSM 20938	355.472235	D	---	PLACED	CAD TRAV

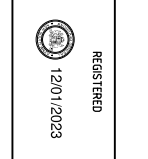
MGA DATUM: GDA 2020  
 DATE OF SCMS COORDINATES: 1/09/2022  
 COMBINED SCALE FACTOR: -0.999849

- (IBI) RIGHT OF ACCESS IN WIDE
- (ID) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (ID1) POSITIVE COVENANT
- (IBC) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1256013)
- (ZAI) EASEMENT FOR PIPELINE 4.5 & 6 WIDE (LAMP6659)
- (IBD) AREA BENEFITED BY RESTRICTION ON THE USE OF LAND
- (X) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 & 2.5 WIDE (DP1266013)

SURVEYOR	
Name:	THOMAS F CAMPBELL
Date:	13/09/2022
Reference:	20355781

PLAN OF SUBDIVISION OF LOT 200 DP1269482

LGA	
Localities:	MATILAND
Reduction Ratio:	LOCHINVAR
Lengths are in metres.	



DP1269483

Table of mm

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150



**SHORT LINE & ARC TABLE**

Number	Chord Bearing	Chord Dist	Arc Length	Radius
1	278°04.45"	7.955	7.955	989.5
2	53°06.50"	5.59	5.59	989.5
3	7°16.10"	1.57	1.57	69.5
4	1°16.45"	13.055	13.075	69.5
5	179°53.12"	12.75	12.76	90.5
6	182°37.25"	6.25	6.25	90.5
7	322°16.05"	5.7	5.7	90.5
8	232°16.05"	5.65	5.65	90.5
9	322°16.05"	5.7	5.7	90.5
10	53°18.05"	5.65	5.65	90.5
11	1°51.05"	14.335	14.365	68.5
12	359°26.30"	11.48	11.485	91.5
13	5°28.40"	7.79	7.795	91.5
14	322°10.20"	5.58	5.58	91.5
15	183°52.55"	5.2	5.2	91.5
16	183°22.55"	0.85	0.85	45.75
17	9°29.50"	2.29	2.29	46
18	179°31.05"	11.55	11.546	45.75
19	142°22.45"	9.17	9.34	14.05
20	116°45.45"	15.73	15.935	28.4
21	265°4.30"	4.217	4.225	19.8

**REFERENCE MARK TABLE**

CR	TYPE	BEARING	DISTANCE	ORIGIN
A	RM D&WINGS	188°17'20"	4.56	FOUND (DP1269482)
B	RM D&WINGS	282°10'50"	10.38	FOUND (DP1269482)
C	RM D&WINGS	232°18'	6.545	FOUND (DP1269482)
D	RM GI PIPE	181°15'	7.83	PLACED
E	RM D&WINGS	123°32'	5.545	PLACED
F	RM D&WINGS	105°55'40"	4.16	PLACED
G	RM D&WINGS	97°42'10"	17.63	PLACED
H	RM D&WINGS	75°52'20"	16.80	PLACED
I	RM D&WINGS	75°52'20"	12.555	PLACED
J	RM D&WINGS	104°47'10"	5.455	PLACED
K	RM D&WINGS	104°47'10"	11.11	PLACED
L	RM GI PIPE	174°44'	0.51	FOUND (DP1269482)

**PERMANENT MARK CONNECTIONS**

LINE	BEARING	DISTANCE	ORIGIN
20	131°03'20"	8.055	FOUND (DP1269482)
21	249°01'20"	6.73	PLACED
22	113°20'30"	6.63	PLACED
23	180°05'	4.465	FOUND (DP1269482)

**SURVEYOR**  
 Name: THOMAS F CAMPBELL  
 Date: 13/09/2022  
 Reference: 20355181

**PLAN OF SUBDIVISION OF LOT 200 DP1269482**

**LGA:** MATILAND  
**Locality:** LOCHINVAR  
 Reduction Ratio 1:50  
 Lengths are in metres.

**REGISTERED**  
 12/01/2023

**DP1269483**

<p>PLAN FORM 6 (2019)</p>	<p>DEPOSITED PLAN ADMINISTRATION SHEET</p>	<p>Sheet 1 of 4 sheet(s)</p>
<p>Office Use Only</p> <p>Registered:  12/01/2023</p> <p>Title System: TORRENS</p>		<p>Office Use Only</p> <p><b>DP1269483</b></p>
<p><b>PLAN OF SUBDIVISION OF LOT 200 DP1269482</b></p>		<p>LGA: MAITLAND                  Locality: LOCHINVAR                  Parish: GOSFORTH                  County: NORTHUMBERLAND</p>
<p>Survey Certificate</p> <p>I, <b>THOMAS F CAMPBELL</b>                  of <b>Delfs Lascelles Pty Ltd, 260 Maitland Road Mayfield 2304</b>                  a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><del>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on .....</del>, or</p> <p>*(b) The part of the land shown in the plan (<del>*being*</del> excluding <b>LOT 238</b>) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on <b>13/09/2022</b>... the part not surveyed was compiled in accordance with that Regulation, or</p> <p><del>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</del></p> <p>Datum Line: <del>'X' - 'Y'</del></p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / <del>*Steep Mountainous</del>.</p> <p>Signature:  Dated: <b>14/09/2022</b></p> <p>Surveyor Identification No: <b>8704</b>                  Surveyor registered under the <i>Surveying and Spatial information Act 2002</i></p> <div style="border: 1px solid black; padding: 2px;"> <p><i>Electronic signature of me, Thomas F Campbell affixed by me, or at my direction, on 14/09/2022.</i></p> </div> <p><small>* Strike through if inapplicable.                  ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>		<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>
<p>Plans used in the preparation of survey/compilation.</p> <p>DP 717107                  DP 776491                  DP 1034974                  DP 1132263                  DP 1232943                  DP 1256011                  DP 1256013                  DP 1269482</p>		<p>Subdivision Certificate</p> <p>I, <b>SCOTT PAGE</b>                  *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number: .....</p> <p>Consent Authority: <b>MAITLAND CITY COUNCIL</b></p> <p>Date of endorsement: <b>9 JANUARY 2023</b></p> <p>Subdivision Certificate number: <b>SC/2022/85</b></p> <p>File number: <b>DA/2018/456</b></p> <p><small>AUTHORISED OFFICER                  Electronic signature of me, Scott Page affixed by me or at my direction on 9 January 2023</small></p> <p>* Strike through if inapplicable</p> <p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE THE EXTENSION OF LILAC AVENUE, ROBERT ROAD &amp; THE ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD.</p> <p>SUBJECT TO THE EXISTING EASEMENT FOR PIPELINE 4 + 6 WIDE (AM 966158)</p>
<p>Surveyor's Reference: 20355(2B)</p>		<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>



<b>PLAN FORM 6A (2017)</b>	<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>	Sheet 2 of 4 sheet(s)
Registered:  12/01/2023	<b>DP1269483</b>	Office Use Only
<b>PLAN OF SUBDIVISION OF LOT 200 DP1269482</b>		Office Use Only
Subdivision Certificate number : ...SC/2022/85..... Date of Endorsement : ...9 JANUARY 2023.....		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals - See 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>

SHEDULE OF ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
227	310	ROBERT	ROAD	LOCHINVAR
228	312	ROBERT	ROAD	LOCHINVAR
229	29	LILAC	AVENUE	LOCHINVAR
230	30	LILAC	AVENUE	LOCHINVAR
231	32	LILAC	AVENUE	LOCHINVAR
232	224	ROBERT	ROAD	LOCHINVAR
233	220	ROBERT	ROAD	LOCHINVAR
234	218	ROBERT	ROAD	LOCHINVAR
235	216	ROBERT	ROAD	LOCHINVAR
236	214	ROBERT	ROAD	LOCHINVAR
237	212	ROBERT	ROAD	LOCHINVAR
238	34	CHRISTOPHER	ROAD	LOCHINVAR

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



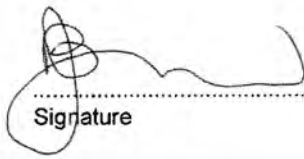
1. RESTRICTION ON THE USE OF LAND
2. EASEMENT TO DRAIN WATER 1.5 WIDE (DA)
3. RESTRICTION ON THE USE OF LAND
4. RIGHT OF ACCESS 10 WIDE (DB)
5. EASEMENT TO DRAIN WATER VARIABLE WIDTH (DC)
6. POSITIVE COVENANT (DD)
7. RIGHT OF ACCESS VARIABLE WIDTH (DE)
8. RESTRICTION ON THE USE OF LAND


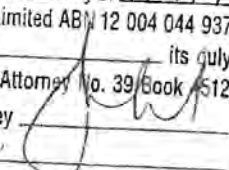
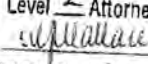
TO RELEASE:-

1. EASEMENT FOR ELECTRICITY PURPOSES 10 WIDE (DP1256011)
2. RIGHT OF CARRIAGEWAY OVER TRACK IN USE (DP1256011)
3. EASEMENT FOR DRAINAGE OF SEWAGE 2 & 11 WIDE (DP1256011)
4. RIGHT OF CARRIAGEWAY OVER TRACK IN USE (DP1274178)
- ~~5. EASEMENT FOR PIPELINE 4 & 6 WIDE (AM966158)~~

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20355(2B)

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 4 sheet(s)
Registered:  12/01/2023	Office Use Only <b>DP1269483</b>	
<b>PLAN OF SUBDIVISION OF LOT 200 DP1269482</b>		Office Use Only
Subdivision Certificate number : ...SC/2022/85..... Date of Endorsement : 9 JANUARY 2023.....	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals - See 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>	
<p>EXECUTED by ) LOCHINVAR DOWNS PTY LTD ) (ACN 622 571 831) ) in accordance with Section 127 of ) the Corporations Act )</p> <p>Signature ..... Name <u>Hilton Brugeon</u> Position <u>Director</u></p> <p>Signature ..... Name <u>BRADLEY STEWART EVERETT</u> Position <u>DIRECTOR</u></p> <p>If space is insufficient use additional annexure sheet</p>		
Surveyor's Reference: 20355(2B)		

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheet(s)
Registered:  12/01/2023	Office Use Only <b>DP1269483</b>	
<b>PLAN OF SUBDIVISION OF LOT 200 DP1269482</b>		Office Use Only
Subdivision Certificate number : ...SC/2022/85.....	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals - See 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>	
Date of Endorsement : ...9 JANUARY 2023.....		
<p>NATIONAL AUSTRALIA BANK LIMITED</p> <p>Mortgagee under Mortgage No. <u>AR387949</u> Signed at <u>EASTMILLERS</u> this <u>10<sup>th</sup></u> day of <u>JANUARY</u> <u>2023</u> for National Australia Bank Limited ABN 12 004 044 937 by <u>SHANE HINDLE</u> its duly appointed Attorney under Power of Attorney No. 39 Book 512 Attorney Signature, Level <u>2</u> Attorney  Witness Signature  Witness Name <u>NICOLA JAYNE WALLACE</u> Witness Address <u>11 HARTLEY DR THORNHILL NSW 2322</u></p>		
Surveyor's Reference: 20355(2B)		

If space is insufficient use additional annexure sheet

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

(Sheet 1 of 11 sheets)

**Plan: DP1269483**

Plan of Subdivision of LOT 200 DP1269482 covered  
by Subdivision Certificate SC/2022/85  
dated 9 JANUARY 2023

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

**Lochinvar Downs PTY LTD  
(ACN 622 571 831)  
1 Hartley Drive  
Thornton NSW 2322**

**PART 1 - CREATION**

<b>Number of item shown in the intention panel on the plan</b>	<b>Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.</b>	<b>Burdened lot(s) or parcel:</b>	<b>Benefited lot(s), road(s), bodies or Prescribed Authorities:</b>
1	Restriction on the Use of Land	227 to 237 inclusive	Every other lot except lot 238
2	Easement to drain water 1.5 wide (DA)	227	228
3	Restriction on the use of land	228, 232, 234, 235 & 236	Maitland City Council & Part of 13/1274178 designated (BBC) on the Plan
4	Right of access 10 wide (DB)	238	13/1274178
5	Easement to drain water variable width (DC)	238	Maitland City Council
6	Positive covenant (DD)	Part of 238 designated (DD) on the Plan	Maitland City Council
7	Right of access variable width (DE)	238	Maitland City Council
8	Restriction on the use of land	237	Maitland City Council



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

(Sheet 2 of 11 sheets)

**Plan: DP1269483**

Plan of Subdivision of LOT 200 DP1269482 covered by Subdivision Certificate SC/2022/85 dated 9 JANUARY 2023

**PART 1A - RELEASE**

<b>Number of item shown in the intention panel on the plan</b>	<b>Identity of easement or profit a prendre to be released and referred to in the plan.</b>	<b>Burdened lot(s) or parcel:</b>	<b>Benefited lot(s), road(s), bodies or Prescribed Authorities:</b>
1	Easement for electricity purposes 10 wide (DP1256011)	200/1269482	11/1274178 & 200/1269482
2	Right of carriageway over track in use (DP1256011)	200/1269482	11/1274178 & 200/1269482
3	Easement for drainage of sewage 2 & 11 wide (DP1256011)	200/1269482	11/1274178 & 200/1269482
4	Right of carriageway over track in use (DP1274178)	200/1269482	13/1274178
5	<del>Easement for pipeline 4 &amp; 6 wide (AM966156)</del>	<del>Part of 200/1269482 designated (XZA) on the Plan</del>	<del>Hunter Water Corporation (ABN 46 228 513 446)</del>

**PART 2 - TERMS**

- Terms of the easement, profit a prendre, restriction, or positive covenant firstly referred to in the abovementioned plan.**

**Dwelling Houses**

- No dwelling house may be erected or permitted to remain erected on any lot burdened having a total internal floor area of less than 120 m<sup>2</sup> exclusive of car accommodation, external landings and patios.
- No dwelling house shall be erected or permitted to remain erected on a lot burdened with external walls of other than face brick, brick veneer, stone, glass, timber or concrete treated with painted texture render.

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

(Sheet 3 of 11 sheets)

Plan: **DP1269483**

Plan of Subdivision of LOT 200 DP1269482 covered  
by Subdivision Certificate SC/2022/85  
dated 9 JANUARY 2023

- 1.3 No dwelling house shall be erected or permitted to remain erected on any lot burdened having a roof of other than tiles (terracotta or cement) or non-reflective Colorbond. Untreated zincalume is prohibited.
- 1.4 No existing dwelling house or relocatable type dwelling shall be partially or wholly moved to, placed on, re-erected or permitted to remain on any lot burdened.

**Ancillary Buildings**

- 1.5 No ancillary building, not being the main dwelling house, shall be erected or permitted to remain on a lot burdened unless: -
  - (a) It is situate no closer to the street frontage than the dwelling house;
  - (b) It has an internal floor area of less than 80m<sup>2</sup>;

(An ancillary building does not include lawn lockers, pergolas, greenhouses, cubby houses or other utility type structures.)

**Fencing of Common Boundaries**

- 1.6 No fence shall be erected or permitted to remain on the boundary of a lot burdened if the same: -
  - (a) Is erected between the building line, as fixed by the Maitland City Council, and any adjoining public road that exceeds 1,200 mm in height. This restriction shall not prevent or preclude the fencing of boundaries of a lot common with a pathway or public reserve up to 1,800 mm in height;
  - (b) Is constructed on a boundary behind the building line as fixed by the Maitland City Council that exceeds 1,800 mm in height.
  - (c) For corner lots, fencing of the secondary frontage is constructed of materials other than dressed timber or rough sawn lapped and capped timber.
- 1.7 No fence shall be erected on a lot burdened unless it is erected without expense to Lochinvar Downs PTY LTD, its successors and permitted assigns other than Purchasers on sale.
- 1.8 No fence shall be erected on a lot burdened unless it is constructed of dark-toned, non-reflective material.

**Prohibited Activities**

- 1.9 No obnoxious, noisy or offensive occupation, trade or business shall be conducted or carried out on any lot burdened.





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

(Sheet 4 of 11 sheets)

Plan: **DP1269483**

Plan of Subdivision of LOT 200 DP1269482 covered  
by Subdivision Certificate SC/2022/85  
dated 9 JANUARY 2023

- 1.10 No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other building may be used at any time as residential accommodation on the lot burdened.
- 1.11 No temporary structure, caravan, camper or detached ancillary building may be permitted to remain erected on a lot burdened prior to the issue of an Occupation Certificate for the dwelling house erected on the lot burdened.
- 1.12 No motor truck, lorry or semi-trailer with a load carrying capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened unless the same is being used in connection with the erection of a dwelling on the relevant lot burdened and only prior to occupation of the dwelling.
- 1.13 No boat, trailer, caravan, camper or other vehicle intended to be towed may be placed, parked, stored or permitted to remain on the lot burdened unless same is located behind the dwelling house erected on the lot burdened.
- 1.14 No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one year from the date of transfer by Lochinvar Downs PTY LTD without the prior written consent of Lochinvar Downs PTY LTD.

**Acknowledgment of Covenants**

- 1.15 The proprietor of a burdened lot acknowledges that prior to purchasing the subject lot they have made their own inquiries about the nature and effect of these covenants.
- 1.16 The proprietor of a burdened lot acknowledges that the burden of the covenants in this instrument run with the lot for the benefit of each other proprietor of a lot in a subdivision, excluding land which is not residential, and shall be enforceable against the proprietor of each and every lot from time to time so burdened.
- 1.17 The proprietor of each lot acknowledges that the covenants are separate from each other and if any covenant is declared invalid or unenforceable then the remaining restrictive covenants will not be affected and each remaining covenant will be valid and enforceable to the full extent permitted by law.

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

The name of the person having the power to release, vary or modify this Restriction on the Use of Land is Lochinvar Downs PTY LTD and if Lochinvar Downs PTY LTD no longer exist or is not the registered proprietor of the land comprised in the plan of subdivision then the person or persons for the time being the registered proprietor of land in the plan of



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

(Sheet 5 of 11 sheets)

**Plan: DP1269483**

Plan of Subdivision of LOT 200 DP1269482 covered by Subdivision Certificate SC/2022/85 dated 9 JANUARY 2023

subdivision within 50 metres of the lot burdened shall be empowered to release or vary the restriction.

**2. Terms of the easement, profit a prendre, restriction, or positive covenant secondly referred to in the abovementioned plan.**

- 2.1 An easement to drain water is created, the terms of which are set out in Part 3, Schedule 8 of the Conveyancing Act 1919, as amended.
- 2.2 The parties whose consent is required to release, vary or modify the easement to drain water numbered 2 in the Plan are the lots burdened and benefitted, only with the consent of Maitland City Council.

**3. Terms of the easement, profit a prendre, restriction, or positive covenant thirdly referred to in the abovementioned plan.**

- 3.1 For the purposes of this clause:
  - (a) "application" includes a development application and an application for a complying development certificate (as defined in the Environmental Planning and Assessment Act 1979); and
  - (b) "relevant approval body" includes the consent authority and an accredited certifier (as defined in the Environmental Planning and Assessment Act 1979).
- 3.2 Not more than one main residential dwelling shall be erected on any lot burdened.
- 3.3 Without limiting the subclause 3.2 above, the owner of the burdened lot must not make any application, or consent to an application being made on its behalf, requesting consent from the relevant approval body to construct more than one residential dwelling on the burdened lot.
- 3.4 The burdened lot must not be further subdivided.
- 3.5 Without limiting subclause 3.4 above, the owner of the burdened lot must not make any application, or consent to an application being made on its behalf, requesting consent from the relevant approval body to subdivide the burdened lot.
- 3.6 The benefit of this restriction on the use of land will cease to apply to any part of the benefitted lot where Lochinvar Downs PTY LTD is no longer the registered proprietor of the land designated (BBC) in the Plan.

**4. Terms of the easement, profit a prendre, restriction, or positive covenant fourthly referred to in the abovementioned plan.**

- 4.1 A right of access is created, the terms of which are set out in Part 14, Schedule 8 of the Conveyancing Act 1919, as amended.





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

(Sheet 6 of 11 sheets)

**Plan: DP1269483**

Plan of Subdivision of LOT 200 DP1269482 covered  
by Subdivision Certificate SC/2022/85  
dated 9 JANUARY 2023

- 4.2 The parties whose consent is required to release, vary or modify the right of access numbered 4 in the Plan are the lots burdened and benefitted, only with the consent of Maitland City Council.
- 5. Terms of the easement, profit a prendre, restriction, or positive covenant fifthly referred to in the abovementioned plan.**
- 5.1 An easement to drain water is created, the terms of which are set out in Part 3, Schedule 4a of the Conveyancing Act 1919, as amended.
- 5.2 The parties whose consent is required to release, vary or modify the easement to drain water numbered 5 in the Plan are the lots burdened and benefitted, only with the consent of Maitland City Council.
- 6. Terms of the easement, profit a prendre, restriction, or positive covenant sixthly referred to in the abovementioned plan.**
- 6.1 The Authority having the benefit of this Covenant may:
- i. convey storm water to the existing dam/temporary detention system located on the burdened lot
  - ii. do anything reasonably necessary for that purpose
- 6.2 The proprietor of the burdened lot must at its cost maintain the structure of the dam/temporary detention system in the condition as existing as at the date of registration of this instrument on an ongoing basis such that the dam/temporary detention system is capable of retaining the same capacity for storage of storm water as exists at the date of the registration of this plan; and
- 6.3 In the event that the proprietor of the burdened lot fails to comply with its obligations in paragraph 5.2 above within a reasonable time after receiving written notice from the Council including details of the outstanding work to be undertaken in order to comply with those obligations, the Council may enter the burdened lot and perform those works and the cost of those works shall be a debt due by the proprietor of the burdened lot to the Council.
- 6.4 For so long as this positive covenant is in existence the proprietor of the burdened lot must maintain a public liability insurance policy for a minimum amount of \$10 million per event or occurrence.
- 6.5 The terms of this positive covenant shall lapse and be of no effect at law when the Authority benefitted is serviced by a dedicated drainage reserve as envisaged by the consent DA 18/0456. If the registered proprietor of the burdened lot requests the Authority Benefitted to formally release this positive covenant at any time after it has



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

(Sheet 7 of 11 sheets)

**Plan: DP1269483**

Plan of Subdivision of LOT 200 DP1269482 covered by Subdivision Certificate SC/2022/85 dated 9 JANUARY 2023

lapsed in accordance with this clause, the Authority Benefitted must execute any required documentation in registerable form to reflect this release.

- 6.6 The parties whose consent is required to release, vary or modify the positive covenant numbered 6 in the Plan are the lots burdened and benefitted, only with the consent of Maitland City Council.
- 7. Terms of the easement, profit a prendre, restriction, or positive covenant seventhly referred to in the abovementioned plan.**
- 7.1 A right of access is created, the terms of which are set out in Part 11, Schedule 4a of the Conveyancing Act 1919, as amended.
- 7.2 The parties whose consent is required to release, vary or modify the right of access numbered 7 in the Plan are the lots burdened and benefitted, only with the consent of Maitland City Council.
- 8. Terms of the easement, profit a prendre, restriction, or positive covenant eighthly referred to in the abovementioned plan.**
- 8.1 No driveway shall be constructed providing access to the burdened across the Christopher Road frontage.
- 8.2 This restriction shall remain in place until such time as DP1277185 is registered with NSW Land Registry Services.
- 8.3 The parties whose consent is required to release, vary or modify the restriction on the use of land numbered 8 in the Plan are the lots burdened and benefitted, only with the consent of Maitland City Council.



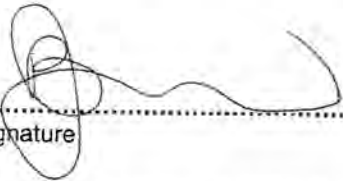
Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Sections 88B of the Conveyancing Act, 1919.

(Sheet 8 of 11 sheets)

Plan: **DP1269483**

Plan of Subdivision of LOT 200 DP1269482 covered by Subdivision Certificate SC/2022/85 dated 9 JANUARY 2023

EXECUTED by **LOCHINVAR DOWNS** )  
**PTY LTD (ACN 622 571 831)** )  
In accordance with Section 127 of the )  
Corporations Act )

  
.....  
Signature

**BRADLEY STEWART EVERETT**  
.....  
Name

**DIRECTOR**  
.....  
Position

  
.....  
Signature

**HILTON ROSS GRUBBEN**  
.....  
Name

**DIRECTOR**  
.....  
Position

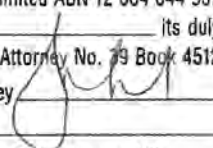
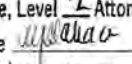
Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Sections 88B of the Conveyancing Act, 1919.

(Sheet 9 of 11 sheets)

Plan: **DP1269483**

Plan of Subdivision of LOT 200 DP1269482 covered  
by Subdivision Certificate SC/2022/85  
dated 9 JANUARY 2023

**NATIONAL AUSTRALIA BANK LIMITED**

Mortgagee under Mortgage No. AR 387949  
Signed at EAST MAITLAND this 10<sup>th</sup> day of JANUARY  
2023 for National Australia Bank Limited ABN 12 004 044 937  
by SHANE HENALE its duly  
appointed Attorney under Power of Attorney No. 79 Book 4512  
Attorney Signature, Level 2 Attorney   
Witness Signature   
Witness Name NICOLA JAYNE WALLACE  
Witness Address CF 1 HARTLEY DRIVE THORNTON NSW 2322

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

(Sheet 10 of 11 sheets)

Plan: **DP1269483**


Plan of Subdivision of LOT 200 DP1269482 covered  
by Subdivision Certificate SC/2022/85  
dated 9 JANUARY 2023

**EXECUTED by:**

**RICHARD KARL HVIRF**

  
.....  
Signature

Signed in my presence by RICHARD KARL HVIRF  
who is personally known to me.

  
.....  
Signature of Witness

NICOLA JAYNE WALLACE  
.....  
Name of Witness (BLOCK LETTERS)

C/- 1 HARTLEY DRIVE  
.....  
MOENTON NSW 2322  
.....  
Address of Witness (BLOCK LETTERS)

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

(Sheet 11 of 11 sheets)


Plan: **DP1269483**

Plan of Subdivision of LOT 200 DP1269482 covered  
by Subdivision Certificate SC/2022/85  
dated 9 JANUARY 2023

**EXECUTED by:**


**MAITLAND CITY COUNCIL** by its )  
authorised delegate pursuant to s.377 )  
Local Government Act 1993 )

I certify that I am an eligible witness  
and that the delegate signed  
in my presence

  
.....  
Signature of delegate

SCOTT PAGE  
.....  
Name of delegate (BLOCK LETTERS)

AUTHORISED OFFICER  
Electronic signature of me, Scott Page affixed  
by me or at my direction on 9 January 2023

  
.....  
Signature of Witness

ASHLEY BREWSTER  
.....  
Name of Witness (BLOCK LETTERS)

.....  
285-287 HIGH STREET MAITLAND  
.....  
Address of Witness (BLOCK LETTERS)

AUTHORISED WITNESS  
Electronic signature of me, Ashley Brewster affixed  
by me or at my direction on 9 January 2023

**System Document Identification**

**Form Number:**08X-e  
**Template Number:**x\_nsw11  
**ELN Document ID:**2308860159

**Land Registry Document Identification**

**CAVEAT**  
**New South Wales**  
**Section 74F Real Property Act 1900**

**AT766842**

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

WARNING: Care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.

---

**LODGED BY:**

**Responsible Subscriber:** SPARKE HELMORE LAWYERS ABN 78848387938  
**Address:** L 29, 25 Martin PL  
Sydney 2000  
**Email:** property.registration@sparke.com.au  
**ELNO Subscriber Number:** 14960  
**Customer Account Number:** 501746Y  
**Document Collection Box:** 42G  
**Client Reference:** AUS096-02844

---

**LAND TITLE REFERENCE**

238/1269483

---

**CAVEATOR**

ERIC ALPHA OPERATOR CORPORATION 2 PTY LIMITED ACN 612975121  
Registered company

L 16  
24 Campbell ST  
Sydney NSW 2000

ERIC ALPHA OPERATOR CORPORATION 4 PTY LIMITED ACN 612975210  
Registered company

L 16  
24 Campbell ST  
Sydney NSW 2000

ERIC ALPHA OPERATOR CORPORATION 3 PTY LIMITED ACN 612975185  
Registered company

L 16  
24 Campbell ST  
Sydney NSW 2000

ERIC ALPHA OPERATOR CORPORATION 1 PTY LIMITED ACN 612975096  
Registered company

L 16  
24 Campbell ST  
Sydney NSW 2000

BLUE OP PARTNER PTY LIMITED ACN 615217500  
Registered company

L 16  
24 Campbell ST  
Sydney NSW 2000

---

**NAME AND ADDRESS FOR SERVICE OF NOTICES ON THE CAVEATOR**

**Street Address**

SPARKE HELMORE LAWYERS  
L 29  
25 Martin PL  
Sydney NSW 2000

---

**REGISTERED PROPRIETOR AFFECTED BY THIS CAVEAT**

LOCHINVAR DOWNS PTY LTD  
1 Hartley DR  
THORNTON NSW 2322

---

Based on the claim to an Estate or Interest in Land in the land specified, the Caveator prohibits the Registrar General from taking the actions specified in this Caveat.

---

### ACTION PROHIBITED BY THIS CAVEAT

1. The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the Caveator.
  2. The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the Caveator.
  4. The granting of any possessory application with respect to the land in the Torrens Title referred to above.
- 

### ESTATE OR INTEREST CLAIMED

Easement

**By virtue of:** Agreement

**Dated:** 12/01/2024

**Between** ERIC ALPHA OPERATOR CORPORATION 2 PTY LIMITED  
ERIC ALPHA OPERATOR CORPORATION 4 PTY LIMITED  
ERIC ALPHA OPERATOR CORPORATION 3 PTY LIMITED  
ERIC ALPHA OPERATOR CORPORATION 1 PTY LIMITED  
BLUE OP PARTNER PTY LIMITED

**And** LOCHINVAR DOWNS PTY LTD

**Details Supporting The Claim:** Equitable interest as grantee of an easement for electricity and other purposes

---

The Caveator, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, has a good and valid claim to the estate or interest claimed as specified in this Caveat.

This Caveat, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, does not require the leave of the Supreme Court.

This Caveat, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, does not require the written consent of the Registered Proprietor Of Estate or possessory applicant (as applicable) for the purposes of section 74O Real Property Act 1900.

The Caveator, to the best of the knowledge of the Subscriber identified in the execution of this Caveat document, has provided the correct address of the Registered Proprietor as specified in this Caveat.

---

### SIGNING

**Signing Party Role:** Receiving

I certify that:

1. The Certifier has taken reasonable steps to verify the identity of the caveator or his, her or its administrator or attorney.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.
3. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

### Party Represented by Subscriber:

ERIC ALPHA OPERATOR CORPORATION 2 PTY LIMITED  
ERIC ALPHA OPERATOR CORPORATION 4 PTY LIMITED  
ERIC ALPHA OPERATOR CORPORATION 3 PTY LIMITED  
ERIC ALPHA OPERATOR CORPORATION 1 PTY LIMITED  
BLUE OP PARTNER PTY LIMITED

**Signed By:** Helen Murray

**ELNO Signer Number:** 37082

**Signer Capacity:** Practitioner Certifier

**Digital Signing Certificate Number:**

**Signed for  
Subscriber:**

PARTNERS OF SPARKE HELMORE ABN 78848387938

SPARKE HELMORE LAWYERS

**Subscriber Capacity:** Representative Subscriber

**ELNO Subscriber Number:** 14960

**Customer Account Number:** 501746

**Date:** 17/01/2024



M.G.A.

(SCIMS)

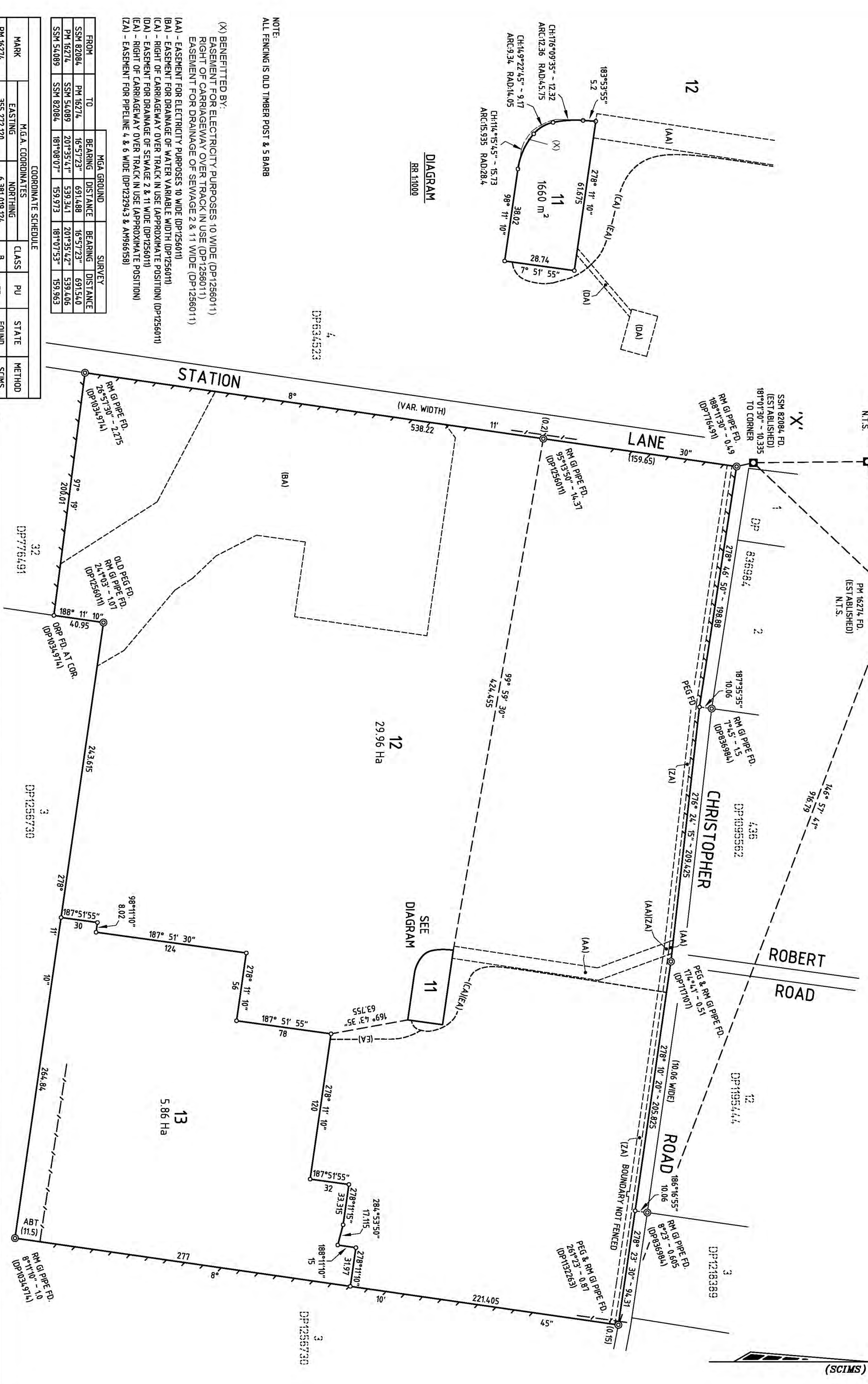


DIAGRAM  
RR:1:1000

NOTE:  
ALL FENCING IS OLD TIMBER POST & 5 BARB

- (X) BENEFITTED BY:  
 EASEMENT FOR ELECTRICITY PURPOSES 10 WIDE (DP1256011)  
 RIGHT OF CARRIAGEWAY OVER TRACK IN USE (DP1256011)  
 EASEMENT FOR DRAINAGE OF SEWAGE 2 & 11 WIDE (DP1256011)  
 EASEMENT FOR DRAINAGE OF SEWAGE 2 & 11 WIDE (DP1256011)  
 (AA) - EASEMENT FOR ELECTRICITY PURPOSES 10 WIDE (DP1256011)  
 (BA) - EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (DP1256011)  
 (CA) - RIGHT OF CARRIAGEWAY OVER TRACK IN USE (APPROXIMATE POSITION) (DP1256011)  
 (DA) - EASEMENT FOR DRAINAGE OF SEWAGE 2 & 11 WIDE (DP1256011)  
 (EA) - RIGHT OF CARRIAGEWAY OVER TRACK IN USE (APPROXIMATE POSITION)  
 (ZA) - EASEMENT FOR PIPELINE 4 & 6 WIDE (DP232943 & AM966158)

FROM	TO	MGA GRID	DISTANCE	BEARING	SURVEY	DISTANCE
SSM 82084	PM 16274	16°57'23"	6914.88	16°57'23"	6915.40	
PM 16274	SSM 54089	20°35'41"	539.341	20°35'42"	539.406	
SSM 54089	SSM 82084	181°08'07"	159.973	181°07'53"	159.963	

COORDINATE SCHEDULE		CLASS	PU	STATE	METHOD
MARK	M.G.A. COORDINATES				
	EASTING	NORTHING			
PM 16274	355 272.120	6 381 019.124	B	---	SCMS
SSM 82084	355 070.483	6 380 357.797	A	0.02	FOUND SCMS
SSM 54089	355 073.652	6 380 571.715	C	---	FOUND SCMS
DATE OF SCMS COORDINATES: 1/02/2021		M.G.A. ZONE: 56		M.G.A. DATUM: GDA 2020	
COMBINED SCALE FACTOR - 0.999849					

SURVEYOR  
Name: THOMAS F CAMPBELL  
Date: 1/02/2021  
Reference: 181171A-BA

PLAN OF SUBDIVISION OF LOTS 1, 2 AND 3 DP1256011


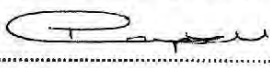
LGA: MAITLAND  
Locality: LOCHINVAR  
Reduction Ratio: 1:2000  
Lengths are in metres.

REGISTERED  
23/06/2021


DP1274178

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150  
Table of mm



<b>PLAN FORM 6 (2019)</b>	<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 4 sheet(s)
Office Use Only Registered:  23/06/2021 Title System: TORRENS		Office Use Only <h1 style="text-align: center;">DP1274178</h1>
<b>PLAN OF SUBDIVISION OF LOTS 1, 2 AND 3 DP1256011</b>		LGA: MAITLAND Locality: LOCHINVAR Parish: GOSFORTH County: NORTHUMBERLAND
<p style="text-align: center;"><b>Survey Certificate</b></p> I, <b>THOMAS F CAMPBELL</b> of <b>Delfs Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292</b> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on <b>1/02/2021</b> , or <del>*(b) The part of the land shown in the plan (*being/*excluding **</del> <del>.....)</del> was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on ..... the part not surveyed was compiled in accordance with that Regulation, or <del>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>,</del> Datum Line: 'X' - 'Y' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature:  Dated: 1/02/2021 Surveyor Identification No: 8704 Surveyor registered under the <i>Surveying and Spatial information Act 2002</i> * Strike through if inapplicable. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		<p style="text-align: center;"><b>Crown Lands NSW/Western Lands Office Approval</b></p> I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: ..... Date: ..... File Number: ..... Office: .....
* Strike through if inapplicable. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		<p style="text-align: center;"><b>Subdivision Certificate</b></p> I, <b>KRISTY COUSINS</b> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: <b>K Cousins</b> <del>Accreditation number: .....</del> Consent Authority: MAITLAND CITY COUNCIL Date of endorsement: 26 May 2021 Subdivision Certificate number: SC/2021/63 File number: DA/2018/456 AUTHORISED OFFICER Electronic signature of me, Kristy Cousins affixed by me or at my direction on 26 May 2021 * Strike through if inapplicable
Plans used in the preparation of survey/compilation. DP 717107 DP 776491 DP 1034974 DP 1132263 DP 1232943 DP 1256011		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.
Surveyor's Reference: 18117(1A-BA)		Signatures, Seals and Section 88B Statements should appear on <b>PLAN FORM 6A</b>

<b>PLAN FORM 6A (2017)</b>	<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>	Sheet 2 of 4 sheet(s)
----------------------------	--	-----------------------

Registered:  23/06/2021 <b>PLAN OF SUBDIVISION OF LOTS 1, 2 AND 3 DP1256011</b>	Office Use Only  <h1 style="margin: 0;">DP1274178</h1>
Subdivision Certificate number : <u>SC/2021/63</u> Date of Endorsement : <u>26 May 2021</u>	Office Use Only  This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals - See 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>


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

1. RIGHT OF CARRIAGEWAY OVER TRACK IN USE (EA)


SCHEDULE OF ADDRESSES

LOT	STREET No.	ROAD NAME	ROAD TYPE	LOCALITY
11	44	Christopher	Road	LOCHINVAR
12	30	Christopher	Road	LOCHINVAR
13	46	Christopher	Road	LOCHINVAR

EXECUTED by  
 LOCHINVAR DOWNS PTY LTD  
 (ACN 622 571 831)  
 in accordance with Section 127 of  
 the Corporations Act


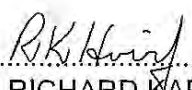


Name: Bradley Stewart Everett  
 Position: DIRECTOR




Name: Geoffrey William O'Shea  
 Position: DIRECTOR

If space is insufficient use additional annexure sheet

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 4 sheet(s)
Registered:  23/06/2021	Office Use Only	Office Use Only
<b>PLAN OF SUBDIVISION OF LOTS 1, 2 AND 3 DP1256011</b>	<b>DP1274178</b>	
Subdivision Certificate number : <u>SC/2021/63</u> Date of Endorsement : <u>26 May 2021</u>		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals - See 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>
<p> ..... <b>RICHARD KARL HVURF</b></p> <p>Electronic signature of me, <u>Richard Karl Hvurf</u>, [insert name] affixed by me, or at my direction, on <u>13 May 2021</u>, [insert date]</p> <p>If space is insufficient use additional annexure sheet</p>		
Surveyor's Reference: 18117(1A-BA)		

<b>PLAN FORM 6A (2017)</b>	<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>	Sheet 4 of 4 sheet(s)
----------------------------	--	-----------------------

Registered:  23/06/2021	Office Use Only	Office Use Only
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**PLAN OF SUBDIVISION OF LOTS 1, 2 AND 3 DP1256011**


**DP1274178**

Subdivision Certificate number : SC/2021/63  
Date of Endorsement : 26 May 2021

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
  - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
  - Signatures and seals - See 195D *Conveyancing Act 1919*
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

EXECUTED by )  
LAZARBEAM MEDIA PTY LIMITED )  
(ACN 146 620 671) )  
in accordance with Section 127 of )  
the Corporations Act )

  
Name: Lannan Eacott  
Position: Director

  
Name: JARRAD EACOTT  
Position: DIRECTOR

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18117(1A-BA)



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

(Sheet 1 of 5 sheets)

Plan: **DP1274178**

PLAN OF SUBDIVISION OF LOTS 1, 2 AND 3  
DP1256011 covered by Subdivision  
Certificate No. SC/2021/63 dated 26 May 2021

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

Lochinvar Downs PTY LTD  
(ACN 622 571 831)  
1 Hartley Drive  
Thornton NSW 2322

**PART 1 - CREATION**

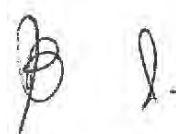
<b>Number of item shown in the intention panel on the plan</b>	<b>Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.</b>	<b>Burdened lot(s) or parcel:</b>	<b>Benefited lot(s), road(s), bodies or Prescribed Authorities:</b>
1	Right of carriageway over track in use (EA)	12	13

**PART 2 - TERMS**

- 1. Terms of the easement, profit a prendre, restriction, or positive covenant thirdly referred to in the abovementioned plan.**

Terms for right of carriageway are as per Schedule 8 (Part 1) of the Conveyancing Act 1919.

This easement ceases to apply once the benefited lot is connected to Councils public road network.



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

(Sheet 2 of 5 sheets)

Plan: **DP1274178**

PLAN OF SUBDIVISION OF LOTS 1, 2 AND 3  
DP1256011 covered by Subdivision  
Certificate No. SC/2021/63 dated 26 May 2021

EXECUTED by:

**MAITLAND CITY COUNCIL**

by authorised delegate pursuant to s.377  
Local Government Act 1993

)  
)  
)  
)

*K Cousins*

.....  
Signature of delegate

..... KRISTY COUSINS

.....  
Name of delegate

AUTHORISED OFFICER  
Electronic signature of me, Kristy Cousins  
affixed by me or at my direction on 26 May  
2021

I certify that I am an eligible witness and that  
the delegate signed in my presence

*K Schroder*

.....  
Signature of witness

..... KAREN SCHRODER

.....  
Name of witness

..... 285 HIGH STREET, MAITLAND

.....  
Address of witness

AUTHORISED OFFICER  
Electronic signature of me, Kristy  
Cousins affixed by me or at my  
direction on 26 May 2021

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

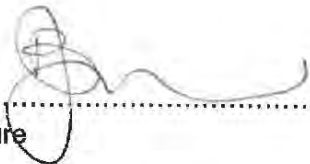
(Sheet 3 of 5 sheets)

Plan: **DP1274178**


PLAN OF SUBDIVISION OF LOTS 1, 2 AND 3  
DP1256011 covered by Subdivision  
Certificate No. SC/2021/63 dated 28 May 2021

EXECUTED by:

**LOCHINVAR DOWNS PTY LTD** )  
**(ACN 622 571 831)** )  
in accordance with Section 127 of the )  
Corporations Act )

  
.....  
Signature

.....  
**Bradley Stewart Everett**  
.....  
Name

  
.....  
Position

  
.....  
Signature

.....  
**Geoffrey William O'Shea**  
.....  
Name

  
.....  
Position



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

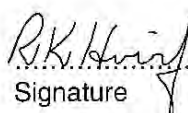
(Sheet 4 of 5 sheets)

Plan: **DP1274178**

PLAN OF SUBDIVISION OF LOTS 1, 2 AND 3  
DP1256011 covered by Subdivision  
Certificate No. SC/2021/63 dated 26 May 2021

EXECUTED by:

**RICHARD KARL HVIRF**

  
Signature

*Electronic signature of me, Richard Karl Hvirf.....*  
*affixed by me, or at my direction on 13 May 2021....*

Signed in my presence by RICHARD KARL HVIRF  
who is personally known to me.

  
Signature of Witness

*Electronic signature of me, Geoffrey Michael Costello.....*  
*affixed by me, or at my direction on 13 May 2021...*

**..GEOFFREY MICHAEL COSTELLO.**  
Name of Witness (BLOCK LETTERS)

**..... 23 MCKENZIE STREET .....**

**..... BROADFORD VIC. 3658 .....**  
Address of Witness (BLOCK LETTERS)

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

(Sheet 5 of 5 sheets)

Plan: **DP1274178**


PLAN OF SUBDIVISION OF LOTS 1, 2 AND 3  
DP1256011 covered by Subdivision  
Certificate No. SC/2021/63 dated 26 May 2021

EXECUTED by:

**LAZARBEAM MEDIA PTY LIMITED**  
**(ACN 146 620 671)**  
in accordance with Section 127 of the  
Corporations Act

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Position

REGISTERED



23/06/2021

**Certificate No.:** PC/2024/705  
**Certificate Date:** 27/02/2024  
**Fee Paid:** \$67.00  
**Receipt No.:**  
**Your Reference:** 2460

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

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<b>APPLICANT:</b>	Infotrack Pty Ltd  ecertificates@infotrack.com.au
<b>PROPERTY DESCRIPTION:</b>	119 Springfield Drive LOCHINVAR NSW 2321
<b>PARCEL NUMBER:</b>	105665
<b>LEGAL DESCRIPTION:</b>	Lot 268 DP 1271229

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**IMPORTANT: Please read this Certificate carefully.**

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

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

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

## **SECTION 10.7(2)**

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

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

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

#### **State Environmental Planning Policies**

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

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

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

#### **Local Environmental Plan (LEP)**

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

#### **Development Control Plan prepared by Council**

Maitland Development Control Plan 2011 applies to the land.

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

#### **Planning Proposal for a Local Environmental Plan**

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

Detailed information on draft environmental planning instruments is available at

the NSW Department of Planning and Environment Current LEP Proposals website; or Maitland City Council's website.

### **Draft Development Control Plans**

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

### **Draft State Environmental Planning Policies**

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

## **ITEM 2 – Zoning and land use under relevant planning instruments**

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

### ***Zone and Land Use Table from Local Environmental Plan***

#### **R1 General Residential**

##### **1 Objectives of zone**

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

##### **2 Permitted without Consent**

Home occupations

##### **3 Permitted with Consent**

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

##### **4 Prohibited**

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Extractive industries; Farm buildings; Forestry; Freight



transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies.

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

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

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

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

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

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

***Is the land within a conservation area, however described?***

The land IS NOT in a Heritage Conservation Area.

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

The land does NOT contain an item of Environmental Heritage.

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

**ITEM 3 – Contribution plans**

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

- Maitland S94A Levy Contributions Plan 2006
- Lochinvar S94 Contribution Plan 2013
- Maitland City Wide Section 94 Contributions Plan 2016

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

The land IS NOT in a special contributions area.

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

#### **ITEM 4 – Complying Development**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

#### **ITEM 5 – Exempt Development**

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

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

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

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

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

#### **ITEM 6 – Affected building notices and building product rectification orders**

**Whether the council is aware that –**

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

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

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

#### **ITEM 7 - Land Reserved for Acquisition**

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

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

#### **ITEM 8 – Road widening and road realignment**

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

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

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

### ITEM 9 – Flood related development controls

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

The land or part of the land IS between the flood planning area and the probable maximum flood and subject to flood related development controls.

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

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

Note: The information provided in item 9 is based on the data and information presently available to the Council and on development controls in force as at the date of this certificate. The identification of land as not being subject to flood related development controls does not mean that the land is not, or may not be, subject to flooding or that the land will not in the future be subject to flood related development controls, as additional data and information regarding the land become available.

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

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

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

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

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

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

Note in this section –

**adopted policy** means a policy adopted –

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

#### **ITEM – 11 Bush fire prone land**

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

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

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

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

#### **ITEM – 12 Loose-fill asbestos insulation**

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

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

#### **ITEM – 13 Mine subsidence**

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

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

#### **ITEM – 14 Paper subdivision information**

There is no development plan that applies to the:

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

#### **ITEM – 15 Property vegetation plans**

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

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

#### **ITEM – 16 Biodiversity stewardship sites**

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

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

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

#### **ITEM 17 – Biodiversity certified land**

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

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

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

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

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

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

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

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

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

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

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

### **ITEM 20 – Western Sydney Aerotropolis**

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

### **ITEM 21 – Development consent conditions for seniors housing**

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

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

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

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

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

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

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

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

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



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

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

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

#### **Contaminated Land**

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

**Certificate No.:** PC/2024/860

**Certificate Date:** 06/03/2024

**Fee Paid:** \$67.00

**Receipt No.:**

2460

**Your Reference:**

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

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<b>APPLICANT:</b>	Infotrack Pty Ltd  ecertificates@infotrack.com.au
<b>PROPERTY DESCRIPTION:</b>	46 Christopher Road LOCHINVAR NSW 2321
<b>PARCEL NUMBER:</b>	101649
<b>LEGAL DESCRIPTION:</b>	Lot 13 DP 1274178

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## **SECTION 10.7(2)**

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

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

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

#### **State Environmental Planning Policies**

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

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

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

#### **Local Environmental Plan (LEP)**

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

#### **Development Control Plan prepared by Council**

Maitland Development Control Plan 2011 applies to the land.

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

#### **Planning Proposal for a Local Environmental Plan**

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

Detailed information on draft environmental planning instruments is available at



the NSW Department of Planning and Environment Current LEP Proposals website; or Maitland City Council's website.

### **Draft Development Control Plans**

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

### **Draft State Environmental Planning Policies**

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

## **ITEM 2 – Zoning and land use under relevant planning instruments**

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

### ***Zone and Land Use Table from Local Environmental Plan***

#### **R1 General Residential**

##### **1 Objectives of zone**

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

##### **2 Permitted without Consent**

Home occupations

##### **3 Permitted with Consent**

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

##### **4 Prohibited**

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Extractive industries; Farm buildings; Forestry; Freight

transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies.

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

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

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

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

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

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

***Is the land within a conservation area, however described?***

The land IS NOT in a Heritage Conservation Area.

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

The land does NOT contain an item of Environmental Heritage.

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

### **ITEM 3 – Contribution plans**

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

- Maitland S94A Levy Contributions Plan 2006
- Lochinvar S94 Contribution Plan 2013

- Maitland City Wide Section 94 Contributions Plan 2016

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

The land IS NOT in a special contributions area.

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

#### **ITEM 4 – Complying Development**

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

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

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

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

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

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

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

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

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

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

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

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

**Note: Despite the above provisions, if only part of a lot is subject to an**

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

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

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

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

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

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

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

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

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

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

#### **ITEM 5 – Exempt Development**

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

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

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

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

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

#### **ITEM 6 – Affected building notices and building product rectification orders**

**Whether the council is aware that –**

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

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

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

#### **ITEM 7 - Land Reserved for Acquisition**

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

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

#### **ITEM 8 – Road widening and road realignment**

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

- a) The land is NOT affected by road widening under Division 2 of Part 3 of the



Roads Act 1993.

- b) The land is NOT affected by road widening under any environmental planning instrument
- c) The land is NOT affected by any road-widening or realignment under any resolution of the Council
- d) The land is NOT affected by road-widening or realignment under a resolution of the Council

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

### ITEM 9 – Flood related development controls

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

The land or part of the land IS between the flood planning area and the probable maximum flood and subject to flood related development controls.

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

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

Note: The information provided in item 9 is based on the data and information presently available to the Council and on development controls in force as at the date of this certificate. The identification of land as not being subject to flood related development controls does not mean that the land is not, or may not be, subject to flooding or that the land will not in the future be subject to flood related development controls, as additional data and information regarding the land become available.

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

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

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

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

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

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

Note in this section –

**adopted policy** means a policy adopted –

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

### **ITEM – 11 Bush fire prone land**

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

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

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

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

### **ITEM – 12 Loose-fill asbestos insulation**

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

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

### **ITEM – 13 Mine subsidence**

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

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

### **ITEM – 14 Paper subdivision information**

There is no development plan that applies to the:

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

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

#### **ITEM – 15 Property vegetation plans**

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

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

#### **ITEM – 16 Biodiversity stewardship sites**

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

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

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

#### **ITEM 17 – Biodiversity certified land**

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

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

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

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

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

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

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

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



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

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

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

#### **ITEM 20 – Western Sydney Aerotropolis**

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

#### **ITEM 21 – Development consent conditions for seniors housing**

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

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

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

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

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

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

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

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

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

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

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

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

**Contaminated Land**

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

**Jeff Smith**  
**General Manager**



# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SERVICE LOCATION PLAN

Enquiries: 1300 657 657



APPLICATION NUMBER: 2206299

APPLICANT REF: M 2460

APPLICANT NAME: *InfoTrack*

119 SPRINGFIELD

RATEABLE PREMISE NO.: 9999939662

LOCHINVAR NSW

PROPERTY ADDRESS: 119 SPRINGFIELD DR LOCHINVAR 2321

LOT/SECTION/DP:SP: LOT/SECTION/DP:SP



Date: 27/02/2024

CADASTRAL DATA © LPI OF NSW  
CONTOUR DATA © HAM/Hatch  
© Department of Planning

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.

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

**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.

Scale: at A3 1:5,000

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





# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SERVICE LOCATION PLAN - NOT LIABLE

Enquiries: 1300 657 657

### APPLICANT'S DETAILS



InfoTrack

46 CHRISTOPHER

LOCHINVAR NSW

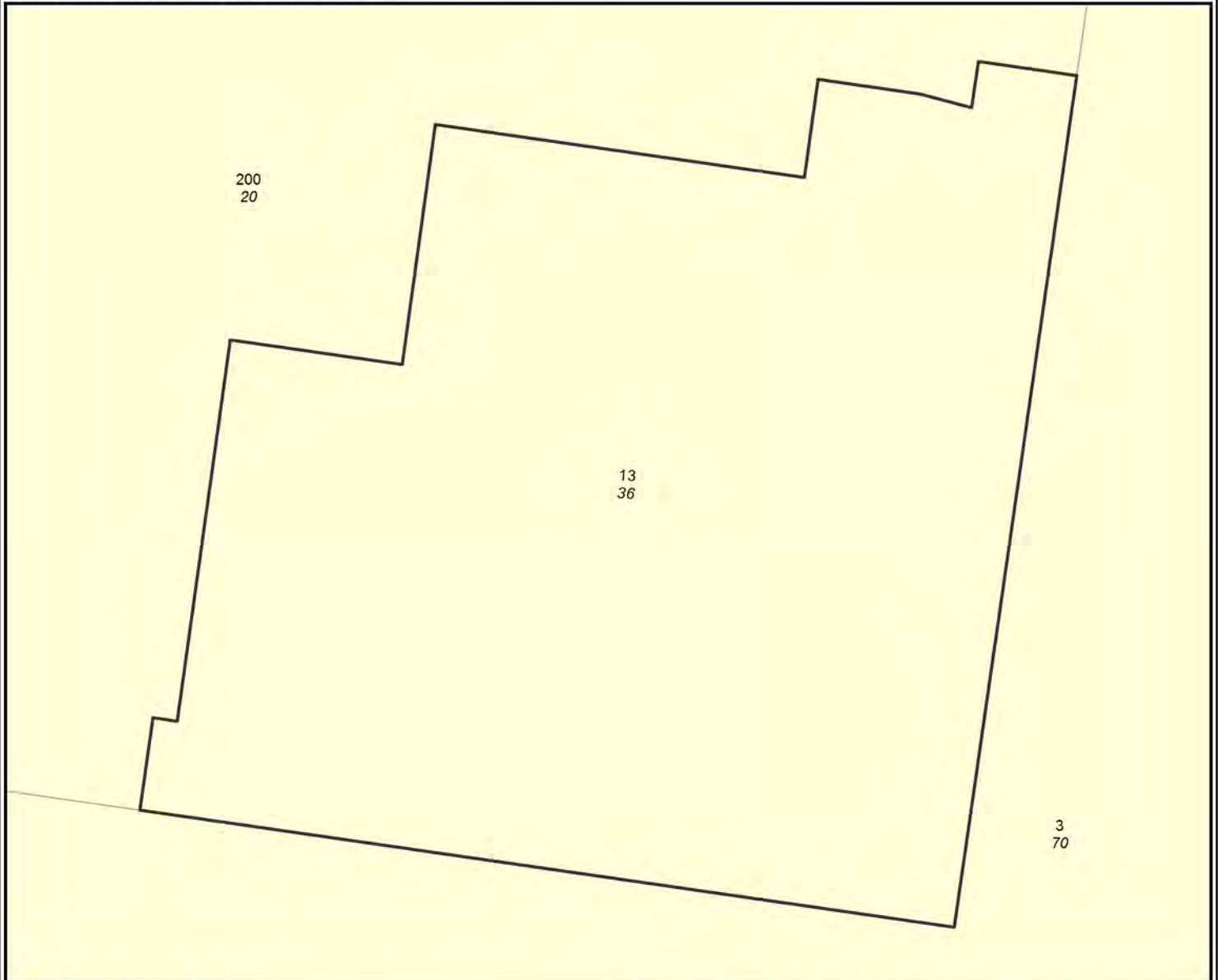
APPLICATION NO.: 1643072

APPLICANT REF: M 3188

RATEABLE PREMISE NO.: 7842432007

PROPERTY ADDRESS: 36 CHRISTOPHER RD LOCHINVAR 2321

LOT/SECTION/DP:SP: 13//DP 1274178



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

**A SEWERMAIN AND WATERMAIN IS NOT AVAILABLE TO WHICH THE PROPERTY CAN BE CONNECTED.**

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.

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

Date: 23/02/2022

Scale: at A4 1:2,000

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



Revenue

Enquiry ID 4070177  
Agent ID 81429403  
Issue Date 27 Feb 2024  
Correspondence ID 1780434732  
Your reference 2460

INFOTRACK PTY LIMITED  
GPO Box 4029  
SYDNEY NSW 2001

**Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.***

**Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022.***

This information is based on data held by Revenue NSW.

---

Land ID	Land address	Taxable land value	Property Tax Status
D1271229/268	119 SPRINGFIELD DR LOCHINVAR	NOT AVAILABLE	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2024 tax year.

This Certificate has been issued on the tax position of the originating land item(s): D1269483/238

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

---

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

**Note:** A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

### When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

### How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

### How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at [www.revenue.nsw.gov.au/taxes/land/clearance](http://www.revenue.nsw.gov.au/taxes/land/clearance).

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

### Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



Phone enquiries  
8:30 am - 5:00 pm, Mon. to Fri.

\* Overseas customers call +61 2 7808 6906  
Help in community languages is available.



Enquiry ID 4075633  
Agent ID 81429403  
Issue Date 06 Mar 2024  
Correspondence ID 1780824841  
Your reference 2460

INFOTRACK PTY LIMITED  
GPO Box 4029  
SYDNEY NSW 2001

**Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.***

**Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022.***

This information is based on data held by Revenue NSW.

---

Land ID	Land address	Taxable land value	Property Tax Status
D1274178/13	101 STATION LANE LOCHINVAR 2321	NOT AVAILABLE	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2024 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

---

Yours sincerely,

Scott Johnston  
Chief Commissioner of State Revenue

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- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

**Note:** A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

### When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

### How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
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1300 139 816\*



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