


Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Ren Property 98 Hannell Street, Wickham, NSW 2293	Mobile:
co-agent		
vendor	Scott Andrew Hayes and Courtney Heather Hayes 17 Friarbird Ridge, Aberglasslyn, NSW 2320	
vendor's solicitor	 GREENHILLS CONVEYANCING PO Box 2097, GREEN HILLS NSW 2323	Phone: 02 4933 3748 Email: chris@greenhillsconveyancing.com.au Ref: CJ:DC:10908 CJ/LY
date for completion land (address, plan details and title reference)	Refer to special condition 23 Proposed Lot 302 Leyland Circuit, Lochinvar, New South Wales 2321 Unregistered Plan: Lot 302 in an unregistered plan which is part of Lot 3 Plan 1256011 Folio Identifier Part Lot 3/1256011	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
attached copies	<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 type="checkbox"/> none <input checked="" type="checkbox"/> other: Vacant Land	
	<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

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

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

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

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

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

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

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

List of Documents

<p>General</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input 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 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 type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate <p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <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 	<p>Strata or community title (clause 23 of the contract)</p> <ul style="list-style-type: none"> <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 <p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60
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HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

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

NSW

ADDITIONAL CONDITIONS FORMING PART OF CONTRACT FOR THE SALE OF LAND**Vendor: Scott Andrew Hayes & Courtney Heather Hayes****Property: Proposed Lot 302 Leyland Circuit, Lochinvar, New South Wales 2321**

1.
 - a) Notwithstanding any rule of law or equity to the contrary, it is expressly agreed between the parties that any notice to complete given by one party to the other under this contract shall be sufficient as to time if a period of 14 days from the date of service of the Notice is allowed for completion.
 - b) If the Vendor becomes entitled to give a Notice to Complete then the Vendor will be entitled to recover from the Purchaser in addition to any other rights and claims as liquidated damages payable as an adjustment on completion the sum of \$150.00 plus GST as conveyancing costs and the parties agree that this sum is a genuine pre-estimate of the conveyancing costs incurred by the Vendor.
2. The Purchaser acknowledges that they accept the property in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 as to which the Purchaser shall not make any requisition, objection or claim for compensation nor be entitled to rescind or terminate this Agreement.
3. DELETED
4. Subject to Clause 10 hereof, Section 52A(2)(b) of the Conveyancing Act 1919 and to the Regulations thereunder and to the Conveyancing (Sale of Land) Regulation 1995 the purchaser agrees that:
 - a) the purchaser buys the property relying on the purchaser's own knowledge, inspection and enquiries and does not rely on any alleged warranties or representations made by or on behalf of the vendor;
 - b) any warranties by or on behalf of the vendor, express or implied, as to any purpose for which the property or as to any purchase for which any building which is or may be erected on the property can be used are hereby expressly negated; and
 - c) no objection or requisition or claim for compensation shall be made by the purchaser in respect of, nor shall the purchaser be entitled to rescind this contract by reason of any of the following matters:
 - i. the presence of any sewer, manhole or vent on the property;
 - ii. any rainwater downpipe being connected to the sewer;
 - iii. any latent or patent defect in the property.
5. Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, should either party (and if more than one person comprises that first party then any one of them) prior to completion:
 - a) die or become mentally ill (as defined in the Mental Health Act) or be declared bankrupt (or if a company go into liquidation, then either party may rescind this Contract by notice in writing to the other party's Solicitor or the other party if they are not represented by a solicitor and thereupon this Contract shall be at an end and the provisions of clause 19 shall apply; or
 - b) being a company have a petition for its winding up presented or enter into any scheme of arrangement with its creditors or have a liquidator receiver or official manager of it appointed, then the party shall be in default under this Contract.
6. If the purchaser shall not complete this purchase by the agreed completion date, at a time when the vendor is ready, willing and able to complete on or after that completion date, then the purchaser shall pay to the Vendor on completion in addition to the balance of purchase money, an amount calculated at eight percent (8%) per annum interest on the balance of purchase money, computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which the sale shall be completed. It is further agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money

and liability for rates and outgoings. The vendor shall not be obliged to complete this Contract unless the amount payable under this clause is tendered.

7. The Purchaser warrants that they have not been introduced to the Vendor or the property by any Agent other than the Agent, if any, noted on the front page of the Contract. The Purchaser shall indemnify the vendor in respect of any suit, action, claim or demand made or brought by any commission agent claiming commission arising from any such introduction in breach of this warranty. The clause shall not merge on completion.
8. If the vendor on making this contract agrees to accept a deposit of less than 10% of the purchase price, then notwithstanding any other provision in this Contract, the deposit referred to on the front page will remain at ten per cent (10%) of the purchase price and shall be paid by instalments as follows:-
 - a) five per cent (5%) of the purchase price on the making of this Contract in accordance with clauses 2.1 and 2.2 of this Contract;
 - b) five per cent (5%) of the purchase price by bank cheque to the vendor or as the vendor's solicitor shall direct in writing, upon the earlier of:
 - i. the happening of any event which entitles the vendor to forfeit the deposit paid and claim further relief under clause 9. If that occurs the vendor shall, in addition, be entitled to sue the purchaser for this unpaid instalment and recover it as a liquidated debt;
 - ii. the completion date

The purchaser acknowledges that the vendor has agreed to accept the deposit by Instalments at the purchaser's request in earnest of the bargain, this Contract and its performance by the purchaser. The purchaser acknowledges it is an essential term of this contract that the vendor be entitled to recover from the purchaser the full ten per cent (10%) deposit should the purchaser's default under this contract be such as to entitle the vendor to forfeit all of the deposit paid or payable by the purchaser.

9. DELETED

10. Deposit Guarantee Bond

The parties agree that in the event the vendor agrees to accept a deposit bond, it may be accepted provided the deposit bond:

- a) is underwritten by QBE Insurance (Australia) Ltd;
- b) is for an amount equal to the 10% Deposit or the balance of the 10% Deposit in accordance with the Contract;
- c) must be valid for the period of the Contract;
- d) contains the name of the Vendor to whom the guaranteed amount is to be paid on demand;
- e) contains the name of the Purchaser and makes reference to the Contract and the sale of the property.
- f) the Guarantee will be dealt with as if it were a cash deposit under this Contract, and the Vendor is entitled to immediately draw upon the Guarantee in any circumstances where the Vendor is entitled to the deposit; and
- g) at settlement the purchaser must pay to the vendor in addition to all other moneys payable under this contract, the full purchase price (less any deposit held by the agent) and the Vendor will return the original Guarantee to the Purchaser.

11. DELETED

12. Notwithstanding the provisions of Clauses 6 and 7 of the printed form of Contract, the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of Clauses 7 and 8 of the printed form of Contract, entitling the Vendor to rescind the Contract.

13. DELETED

14. If the property is within a Mine Subsidence District then, purchaser may rescind the Contract if the owner of the improvements on the land is not entitled, as at the date of this Contract, to claim compensation from the Mines Subsidence Board in respect of any damage to the land and/or improvements arising from mine subsidence, and written communication from the Mines Subsidence Board to that effect shall be conclusive for the purposes of this Provision.

15.

- a) This Contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument.
- b) Execution by either or both of the parties to the Contract of a facsimile or email copy of this Contract and transmission by facsimile or email of a copy of the Contract executed by that party or that party's conveyancer/solicitor to the other party or the other party's conveyancer/solicitor shall constitute a valid and binding execution of this Contract by such part or parties.
- c) For the purposes of the Electronic Transactions Act, 1999 (Cth) and Electronic Transactions Act, 2000 (NSW) each of the parties consent to receiving and sending the Contract electronically.

16. DELETED

17. DELETED

18. The vendor discloses that Hunter Water Corporation will not provide a Sewer Lines Location Diagram for the subject property and the purchaser cannot make any objection, requisition, claim for compensation, rescind or terminate this contract in respect to such disclosure.

19. The purchaser agrees that they will only be entitled to raise Requisitions on Title in the form annexed to this contract. the vendor will supply answers only based on those Requisitions on Title attached hereto.

20. Execution by Docusign

- a) In this Clause, Docusign means the secure electronic signature technology system operated by Docusign Inc.
- b) The parties acknowledge and agree that prior to the signing of this Contract both the Seller and the Buyer consented to the Contract being electronically signed using DocuSign;
- c) This Contract may be validly created by counterparts electronically signed by each party using DocuSign, or one contract signed by a party using DocuSign and the other contract wet signed by a party and they shall together, be deemed to constitute one and the same instrument;
- d) It is agreed that the delivery of a counterpart of the Contract bearing an electronic signature rather than a 'wet' signature shall be deemed to bind the party whose signature is so represented;
- e) For the avoidance of doubt, no witnessing of a party's signature is required;
- f) The parties agree to be bound by copies of this Contract which has been electronically signed using DocuSign in accordance with this Special Condition;
- g) The parties agree that they will be bound by, have complied with and will comply with the Electronic Transactions (NSW) Act 2000, in relation to the execution of this Contract.

21. DELETED

22. The Vendor discloses that they have entered into a Contract for the purchase of the property which is dated 13/04/2021 (the Head Contract) and deed of variation dated 21/03/2023 (Variation) with the Vendors of the Head Contract and Variation copies of which are annexed hereto. Completion of this contract is subject to the conditions of the Head being satisfied by the Vendor of the Head Contract and Variation.

23. Completion

- a) The parties agree that completion shall be simultaneous with completion of the Head Contract and Variation, a copy of which is attached to this Contract (current Contract).
- b) The vendor is not yet the registered proprietor of the property and the purchaser will accept a simultaneous PEXA workspace to complete a simultaneous settlement with the Head Contract and Variation.
- c) The vendor will allow on settlement the appropriate registration fee and will comply immediately with any object or requisition concerning registration of the Transfer by the NSW Land Registry. The vendor will indemnify the purchaser for any loss or expense incurred, including but not limited to the NSW Land Registry requisition fees.

24. Rates

The parties agree that rates shall be adjusted as outlined in special condition 56 of the Head Contract

REQUISITIONS ON TITLE

VENDOR: Scott Andrew Hayes & Courtney Heather Hayes
ADDRESS: Proposed Lot 302 Leyland Circuit, Lochinvar, New South Wales
2321

The following requisitions do not cover matters that are normally covered by pre-contract enquiries, the law and the contract.

A vendor who supplies a deliberately false answer to a requisition is liable in damages for deceit if the answer is intended to, and does, induce the purchaser to complete. This extends not only to the original replies, but to situations where the vendor is unaware of the error when delivering answers but discovers the error before settlement and fails to disclose the truth to the purchaser.

All properties

1. Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property and inclusions free of encumbrances and with vacant possession?
2. Are there any encroachments by or upon the property?
3. Has the construction and use of the improvements erected on the property been approved by the responsible authorities and comply with their requirements?
4. Is the vendor aware of anything that affects the use of the property that is not immediately apparent to the purchaser on normal inspection?
5. Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the property?

If strata/community title

1. Has the initial period expired?
2. Are there any proposed resolutions or proposed charges or levies not discoverable by inspection of the books of the owners corporation, the community, and precinct or neighbourhood associations?

If rural

1. Are there any notices from neighbours or any public authorities requiring compliance?
 2. All agreements written, oral or by usage not disclosed in the contract relating to such matters as farming, grazing, share farming, agistment, sharing of plant and facilities, use of water, passage through the property should be disclosed and must be terminated, and plant and equipment not the subject of the sale removed from the property prior to completion.
 3. Are there any give and take fences?
-

4. Are there any agreements with neighbours relating to fencing?
5. Are there any licences or agreements relating to pipelines, soil conservation or timber harvesting?
6. Has the vendor any water licence or rights under the Water Management Act 2000?
7. Are there any access roads or tracks to this property or to adjoining properties through this property that are not public roads?
8. Are there any enclosure permits that attach to the property?
9. Are there any notices or issues outstanding relating to stock diseases, chemical pollution or noxious weeds?
10. Are there any matters that specifically affect the property under legislation relating to Native Title, Aboriginal Land Rights, threatened species, native vegetation conservation or National Parks and Wildlife?
11. Is there any application to the Crown for purchase or conversion of a holding?
12. Is there any amount due to the Crown by way of rent or balance of purchase money on any part of the property?

If company title

1. Please provide evidence that the company has approved the sale of the shares to the purchaser which will be registered in the share register on presentation following settlement.
2. Have there been or are there any proposed changes to the constitution of the company that affect the right of occupation by the purchaser and the use and enjoyment of the hereditaments?
3. The financial records and books of the company will be inspected and must prove satisfactory and establish that the company is free of debt, that all levies on shareholders have been made and paid and that there is no action suit or proceeding by or against the company.
4. A copy of the constitution of the company must be provided together with copies of the minutes of the last general meeting and copies of any resolutions that might adversely affect the use and enjoyment of the property by the purchaser.

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Contract for the sale and purchase of land 2019 edition

TERM
vendor's agent

MEANING OF TERM
Ren Property
98 Hannell Street, Wickham, NSW 2293

NSW DAN: 10138120-001.
Phone: 0412 867 777

co-agent
vendor

Lochinvar Downs Pty Ltd ACN 622 571 831 ATF Lochinvar Unit Trust
1 Hartley Drive, Thornton, NSW 2322

Downs
12-882-578-887
ABN 59 357 374 234.

vendor's solicitor

Hunter Law
1 Hartley Drive, Thornton NSW 2322
PO Box 3042, Thornton NSW 2322

Phone: 02 4966 4966
Fax: 02 4966 3644
Ref: PK:TU:2462
E:priscilla@hunterlawyers.com

date for completion
land (address,
plan details and
title reference)

See Special Conditions (clause 15)
Proposed Lot 302 Leyland Circuit, Lochinvar, New South Wales 2321
Unregistered Plan: Lot 302 in an unregistered plan which is part of Lot 3 Plan 1256011
Folio Identifier Part Lot 3/1256011

improvements

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

attached copies

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

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

inclusions

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

exclusions

purchaser Scott Andrew Hayes and Courtney Heather Hayes
21 Wollombi Road, Rutherford, NSW 2320

purchaser's solicitor Greenhills Conveyancing
4/19 Mitchell Drive, East Maitland, NSW 2323
PO Box 2097, Maitland NSW 2320

Phone: 4933 3748
Fax: 4933 9747
Ref: Christine Jones
E: reception@greenhillsconveyancing.com.au

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

contract date 13/4/2021 (If not stated, the date this contract was made)

buyer's agent

DocuSigned by:
Bradley Stewart Everett
C0C42DA5E88BA42A...

DocuSigned by:
Geoffrey William O'Shea
169663DC0A294D2...

vendor

GST AMOUNT (optional)
The price includes
GST of: \$26,818.00

witness

purchaser

JOINT TENANTS tenants in common in unequal shares

witness

Choices

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

Nominated *Electronic Lodgment Network (ELN)* (clause 30):

Electronic transaction (clause 30)

no YES

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

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

Land tax is adjustable

NO ~~yes~~

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- GST-free because the sale is the supply of a going concern under section 38-325
- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-0
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make a *GSTRW payment* (GST residential withholding payment)

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Lochinvar Downs Pty Ltd ATF Lochinvar ^{Downs} Unit Trust

Supplier's ABN: 12-802-578-607 59 357 374 234.

Supplier's GST branch address (if applicable):

Supplier's business address:

1 Hartley Drive, Thornton, NSW 2322

Supplier's email address: geoff@hunterland.com.au

Supplier's phone number: 02 4966 4966

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input 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 lease (with every relevant memorandum or variation) <input type="checkbox"/> 16 other document relevant to tenancies <input type="checkbox"/> 17 licence benefiting the land <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 building management statement <input checked="" type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input checked="" type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 32 property certificate for strata common property <input type="checkbox"/> 33 plan creating strata common property <input type="checkbox"/> 34 strata by-laws <input type="checkbox"/> 35 strata development contract or statement <input type="checkbox"/> 36 strata management statement <input type="checkbox"/> 37 strata renewal proposal <input type="checkbox"/> 38 strata renewal plan <input type="checkbox"/> 39 leasehold strata - lease of lot and common property <input type="checkbox"/> 40 property certificate for neighbourhood property <input type="checkbox"/> 41 plan creating neighbourhood property <input type="checkbox"/> 42 neighbourhood development contract <input type="checkbox"/> 43 neighbourhood management statement <input type="checkbox"/> 44 property certificate for precinct property <input type="checkbox"/> 45 plan creating precinct property <input type="checkbox"/> 46 precinct development contract <input type="checkbox"/> 47 precinct management statement <input type="checkbox"/> 48 property certificate for community property <input type="checkbox"/> 49 plan creating community property <input type="checkbox"/> 50 community development contract <input type="checkbox"/> 51 community management statement <input type="checkbox"/> 52 document disclosing a change of by-laws <input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 54 document disclosing a change in boundaries <input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 56 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 57 disclosure statement - off the plan contract <input type="checkbox"/> 58 other document relevant to off the plan contract Other <input type="checkbox"/> 59
Home Building Act 1989 <input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 27 certificate of compliance <input type="checkbox"/> 28 evidence of registration <input type="checkbox"/> 29 relevant occupation certificate <input type="checkbox"/> 30 certificate of non-compliance <input type="checkbox"/> 31 detailed reasons of non-compliance	

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

Disclosure Statement – Off the Plan Contracts

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

VENDOR	Lochinvar Downs Pty Ltd ACN 622 571 831 ^{off. Downs} Lochinvar Unit Trust ABN 12-892-578-607, ^{59 357 374 234} 1 Hartley Drive, Thornton, NSW 2322
PROPERTY	Proposed Lot on the front of the contract in an unregistered plan which is part of Lot 3 of DP 1256011

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW, or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

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

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

2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagees.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and

- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a *service* for the *property* being a joint *service* or passing through another *property*, or any *service* for another *property* passing through the *property* ('*service*' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water *service*);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

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

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

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance payable*;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair keeping regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title**• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the *land* (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the parties must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under legislation or a planning agreement.
- 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) within 7 days after the contract date.
- 27.3 The vendor must apply for consent within 7 days after service of the purchaser's part.
- 27.4 If consent is refused, either party can rescind.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a party, then that party can rescind within 7 days after receipt by or service upon the party of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 within 42 days after the purchaser serves the purchaser's part of the application, the purchaser can rescind; or
- 27.6.2 within 30 days after the application is made, either party can rescind.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a planning agreement; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after service of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered within 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under legislation.
- 28.3 If the plan is not registered within that time and in that manner –
- 28.3.1 the purchaser can rescind; and
- 28.3.2 the vendor can rescind, but only if the vendor has complied with clause 28.2 and with any legislation governing the rescission.
- 28.4 Either party can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after service of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a party, then it benefits only that party.
- 29.4 If anything is necessary to make the event happen, each party must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A party can rescind under this clause only if the party has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a party who has the benefit of the provision, the party can rescind within 7 days after either party serves notice of the condition.
- 29.7 If the parties can lawfully complete without the event happening –
- 29.7.1 if the event does not happen within the time for it to happen, a party who has the benefit of the provision can rescind within 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a party who has the benefit of the provision can rescind within 7 days after either party serves notice of the refusal; and

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- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
 - every *party* who has the benefit of the provision *-serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

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

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

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

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

31.2 The purchaser must –

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

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

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

31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.

31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.

Additional conditions to Contract for sale of land

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: $10\% \times \text{price} \times \text{delay days} + 365 \text{ days}$.
- (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 vendor procuring 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 the date of the contract ("**the Plan Registration Sunset Date**").
 - ii. The vendor sending a notice to the purchaser that it has registered with LPI 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

- (a) The parties acknowledge that the supply under this contract is a supply of new residential premises or potential residential land under the A NEW TAX SYSTEM (GOODS AND SERVICES TAX) ACT 1999 (the Act) and this clause is a Vender notice in accordance with the Act requiring the purchaser's payment of a proportion calculated in accordance with this contract and notice directly to the Australian Taxation Office (ATO) under the Act.
- (b) The parties agree the vendor has complied with its obligations under the Act by virtue of this clause and the disclosure on page 2 of the Contract.

- (c) The purchaser warrants they will complete, in accordance with the ATO's requirements, the GST property settlement withholding notification form (Form 1) (or as superseded by the ATO) within two (2) business days of the date of contract.
- (d) The purchaser must, within five (5) business days after the date of contract, notify the Vendor in writing of the LRN and PRN assigned to the transaction by the ATO together with providing a copy of Form 1 to facilitate the reference necessary for the payment of the GST to the ATO.
- (e) The purchaser will provide a copy of the GST Property Settlement Date Confirmation Form to the vendor on or prior to completion. The purchaser warrants they will ensure the form is lodged with the ATO no later than the completion date.
- (f) Clause 13.13 of this contract applies to the supply under this contract with the exception that clause 13.13.3 is varied such that the vendor will receive from the purchaser at completion and will then forward the settlement cheque to the ATO in the event of a manual settlement, as agent for the purchaser.
- (g) The purchaser is liable for payment of one eleventh (1/11th) of the Purchase Price of this Contract on account of the Residential Withholding Component of the Purchase Price to the ATO.
- (h) This clause applies to contracts entered into after 1 July 2018, or in the event that the vendor elects, by sending as written notice to the purchaser, to pay the GST to the ATO, on completion of this Contract.

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.

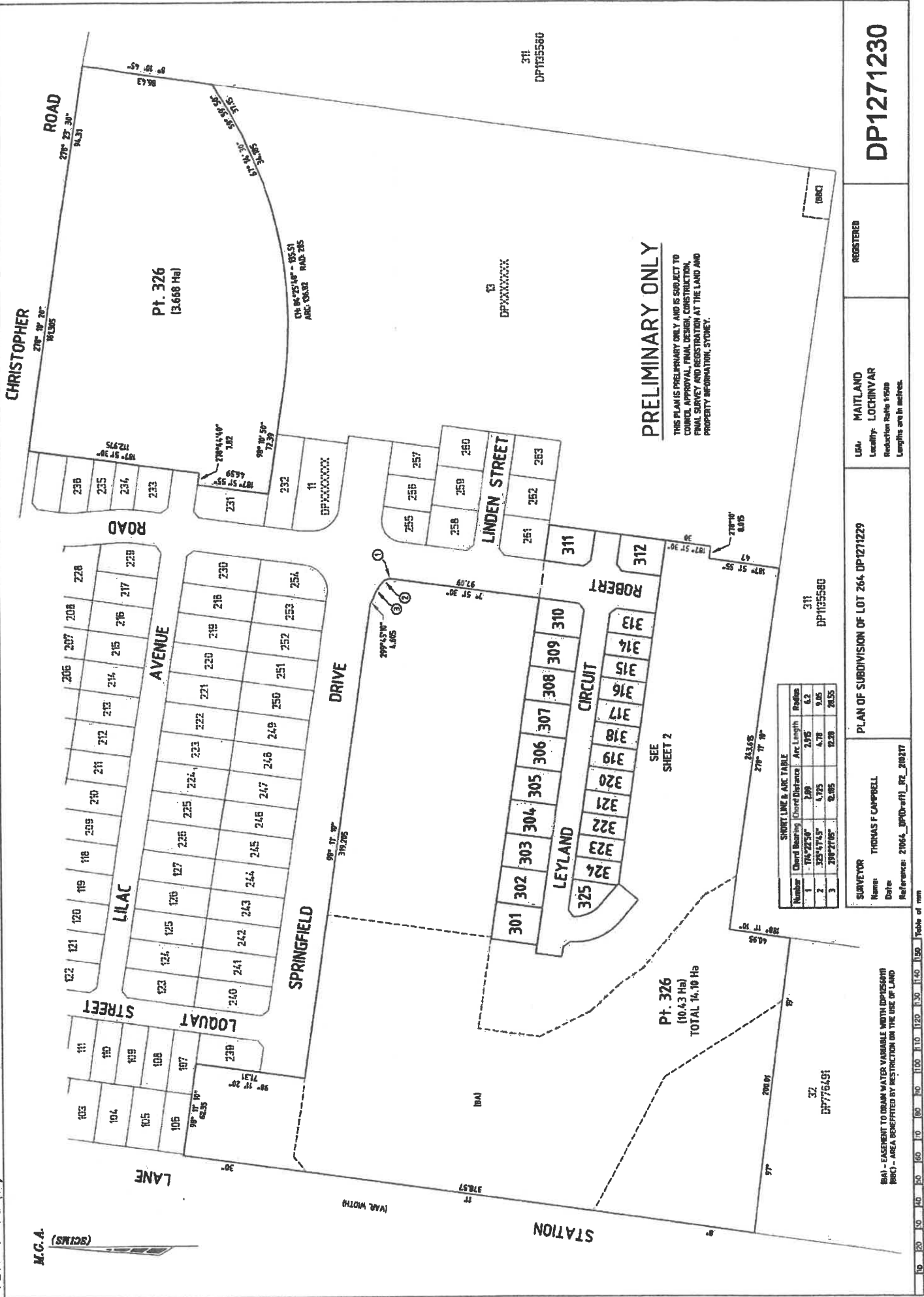
Signed by the Guarantor)
In the presence of:)
Guarantor

.....
Witness

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

.....
Witness

Schedule One- Plan of Subdivision (Property)



SHORT LINE & ARC TABLE

Number	Chord Bearing	Chord Distance	Arc Length	Radius
1	174° 22' 58"	2.09	2.95	6.2
2	325° 47' 45"	4.725	4.78	9.05
3	298° 21' 05"	8.085	9.28	26.55

SURVEYOR
 Name: TIMOTHY F CAMPBELL
 Date:
 Reference: 21064_DP1135580_P11_R2_210217

PLAN OF SUBDIVISION OF LOT 264 DP1271229
 311 DP1135580

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

REGISTERED
 DP1271230

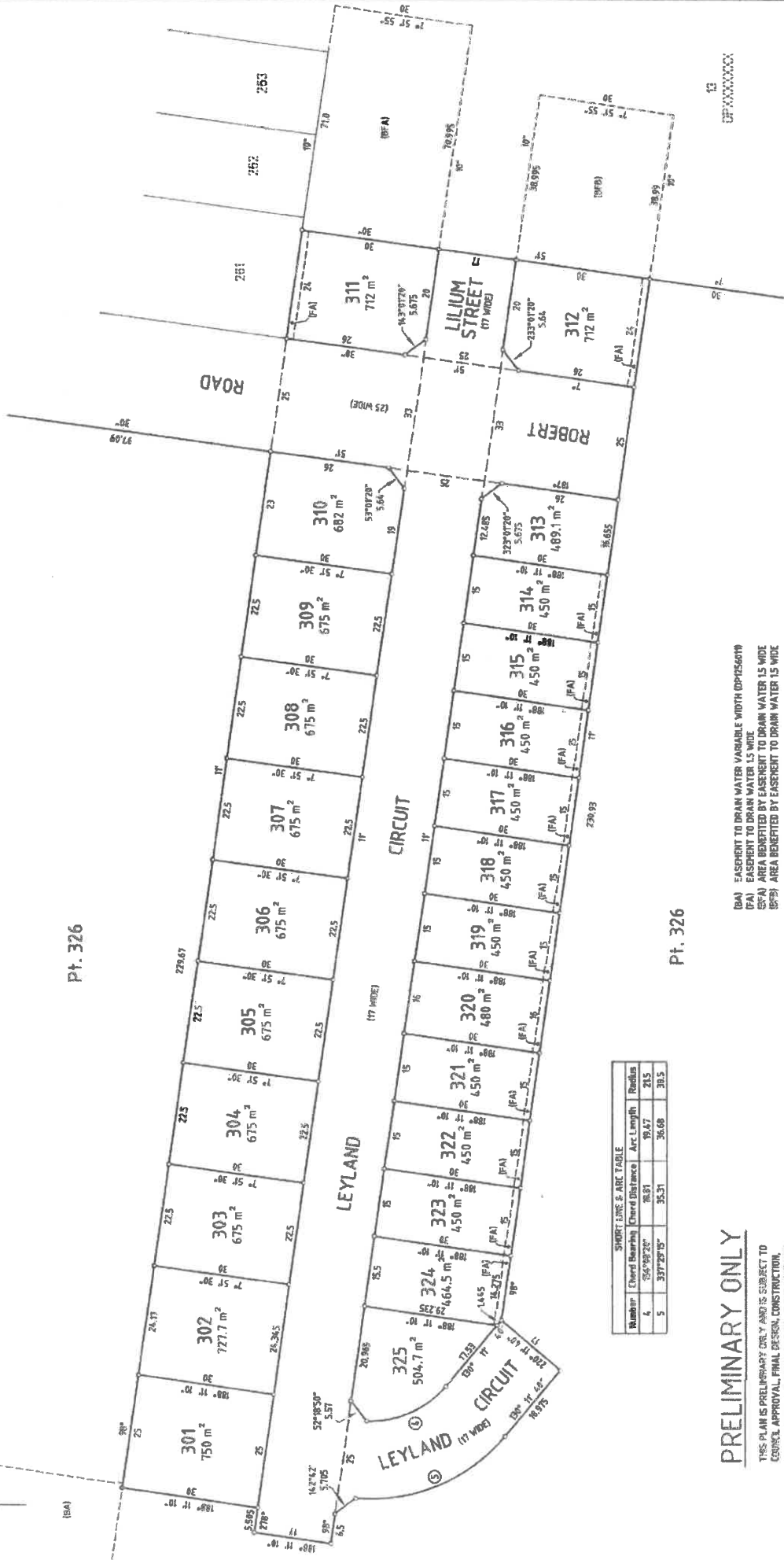
BA1 - EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1265490)
 BR1C1 - AREA BENEFITED BY RESTRICTION ON THE USE OF LAND

M.C.A.

(SCISS)

Pt. 326

Pt. 326



SHORT LINE & ARC TABLE

Number	Chord Bearing	Chord Distance	Arc Length	Radius
4	354°02'25"	28.81	19.67	21.5
5	337°29'15"	35.31	36.68	38.5

(DA) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1256071)
 (FA) EASEMENT TO DRAIN WATER 1.5 WIDE
 (SFA) AREA BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE
 (SFS) AREA BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE

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, STOREY.

SURVEYOR
 THOMAS F CAMPBELL
 Name:
 Date:
 Reference: 21064_DP1271229_R2_210227

PLAN OF SUBDIVISION OF LOT 264, DP1271229

LGd: MAITLAND
 Locality: LOCHINVAR
 Reaction Ref: 1999
 Lengths are in metres.

REGISTERED

DP1271230

PLAN FORM 6 (2019)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
<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> <p style="text-align: center;">PRELIMINARY ONLY</p> <p style="text-align: center;"><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.</small></p>	
<p>PLAN OF SUBDIVISION OF LOT 264 DP1271229</p>	<p>LGA: MAITLAND</p> <p>Locality: LOCHINVAR</p> <p>Parish: GOSFORTH</p> <p>County: NORTHUMBERLAND</p>	
<p style="text-align: center;">Survey Certificate</p> <p>I, THOMAS F CAMPBELL of Delfs Lascelles Pty Ltd, 260 Maitland Road Mayfield 2304 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on, of</p> <p>*(b) The part of the land shown in the plan ("being"excluding ** LOT 264) 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>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X' - 'Y'</p> <p>Type: *Urban/*Rural-</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous-</p> <p>Signature: Dated:</p> <p>Surveyor Identification No: 8704</p> <p>Surveyor registered under the <i>Surveying and Spatial information Act 2002</i></p> <p>* 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>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 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>* Strike through if inapplicable</p>	
<p>Surveyor's Reference: 21064_DP(Draft)_R2_210217</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 LEYLAND CIRCUIT, LILIUM STREET & THE EXTENSION ROBERT ROAD TO THE PUBLIC AS PUBLIC ROAD.</p> <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

Office Use Only	Office Use Only
Registered:	PRELIMINARY ONLY
PLAN OF SUBDIVISION OF LOT 264 DP1271229	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.
Subdivision Certificate number :	This sheet is for the provision of the following information as required:
Date of Endorsement :	<ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals - See 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

SCHEDULE OF ADDRESSES

LOT	STREET No.	ROAD NAME	ROAD TYPE	LOCALITY
301				LOCHINVAR
302				LOCHINVAR
303				LOCHINVAR
304				LOCHINVAR
305				LOCHINVAR
306				LOCHINVAR
307				LOCHINVAR
308				LOCHINVAR
309				LOCHINVAR
310				LOCHINVAR
311				LOCHINVAR
312				LOCHINVAR
313				LOCHINVAR
314				LOCHINVAR
315				LOCHINVAR
316				LOCHINVAR
317				LOCHINVAR
318				LOCHINVAR
319				LOCHINVAR
320				LOCHINVAR
321				LOCHINVAR
322				LOCHINVAR
323				LOCHINVAR
324				LOCHINVAR
325				LOCHINVAR
326				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

If space is insufficient use additional annexure sheet

Surveyor's Reference: 21064_DP(Draft)_R2_210217

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 4 sheet(s)
Registered:	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 264 DP1271229	<u>PRELIMINARY ONLY</u>	
Subdivision Certificate number :	<p style="font-size: small; margin: 0;">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> <p style="font-size: small; margin: 0;">This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals - See 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	
Date of Endorsement :		
<p>EXECUTED by) LOCHINVAR DOWNS PTY LTD) (ACN 622 571 831)) in accordance with Section 127 of) the Corporations Act)</p> <p>.....) Name:)</p> <p>.....) Position:)</p>		
<p>If space is insufficient use additional annexure sheet</p>		
Surveyor's Reference: 21064_DP(Draft)_R2_210217		

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheet(s)
Registered:	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 264 DP1271229		<p>PRELIMINARY ONLY</p> <p><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.</small></p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals - See 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate number :	Date of Endorsement :	
<p>.....</p> <p>RICHARD KARL HVIRF</p> <p>Electronic signature of me, [insert name]</p> <p>affixed by me, or at my direction, on [insert date]</p>		
<p>If space is insufficient use additional annexure sheet</p>		
<p>Surveyor's Reference: 21064_DP(Draft)_R2_210217</p>		

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 8 sheets)

Plan: Plan of Subdivision of LOT 264 DP1271229 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

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	301 to 325 inclusive	Every other lot except lot 326
2	Easement to drain water 1.5 wide (FA)	311 312 314 315 316 317 318 319 320 321 322 323 324	Part of 13/XXXXXXX designated (BFA) on the plan Part of 13/XXXXXXX designated (BFB) on the plan 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
3	Restriction on the Use of Land	303 to 310 inclusive and 313 to 325 inclusive	Maitland City Council & Part of 13/XXXXXXX 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 8 sheets)

Plan: Plan of Subdivision of LOT 264 DP1271229 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 m² 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 80m²;
- (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 8 sheets)

Plan: Plan of Subdivision of LOT 264 DP1271229 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 8 sheets)

Plan: Plan of Subdivision of LOT 264 DP1271229 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 8 sheets)

Plan: Plan of Subdivision of LOT 264 DP1271229 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

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 8 sheets)

Plan: Plan of Subdivision of LOT 264 DP1271229 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 7 of 8 sheets)

Plan: Plan of Subdivision of LOT 264 DP1271229 covered by Subdivision Certificate dated

EXECUTED by:

RICHARD KARL HVIRF

.....
Signature

Electronic signature of me,
affixed by me, or at my direction on

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

.....
Signature of Witness

Electronic signature of me,
affixed by me, or at my direction on

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

.....

.....
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 8 of 8 sheets)

Plan: Plan of Subdivision of LOT 264 DP1271229 covered by Subdivision Certificate dated

EXECUTED by:

LAZARBEAM MEDIA

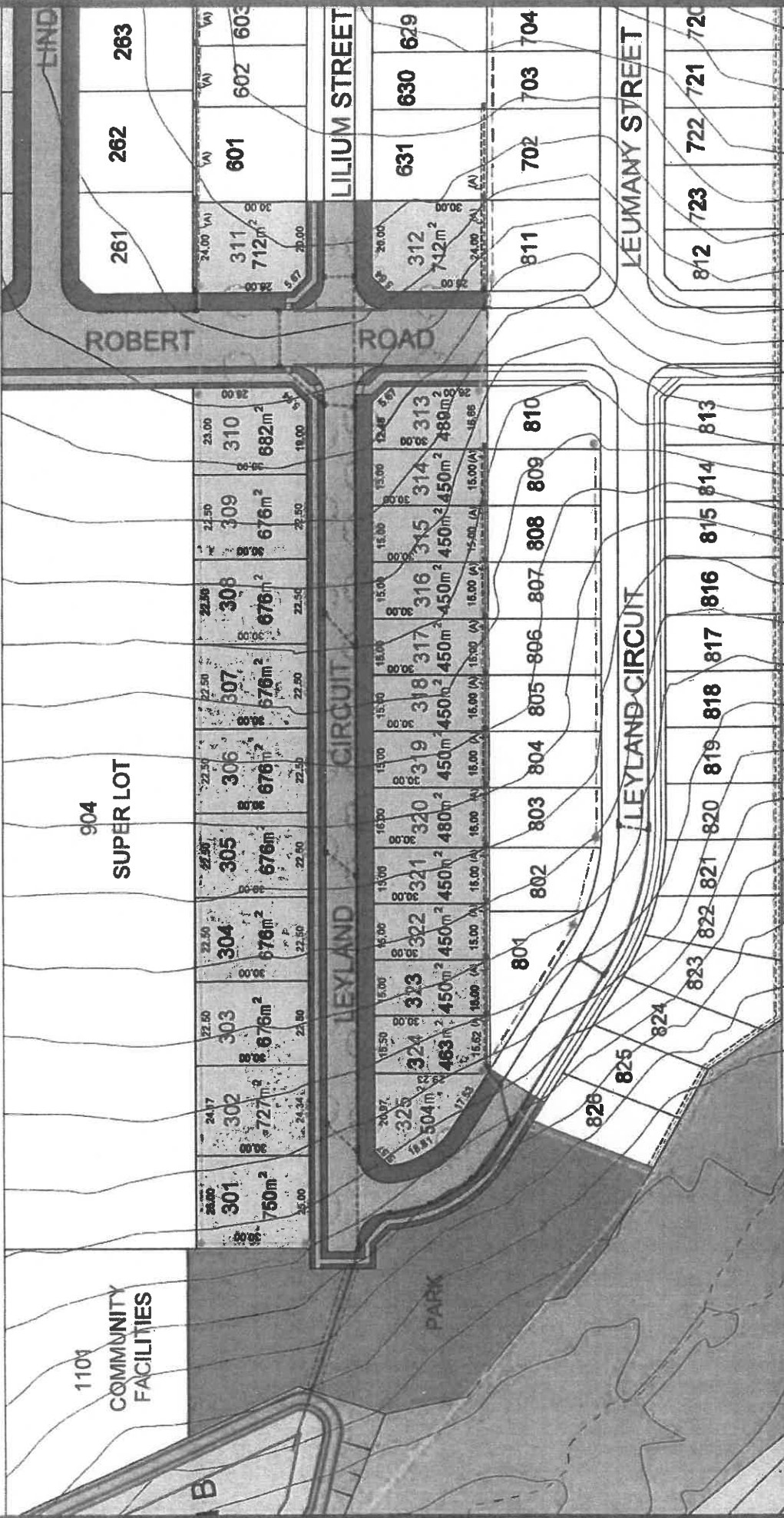
DIMENSION AND AREAS
SUBJECT TO FINAL SURVEY
AND COUNCIL APPROVAL.
LEVELS SUBJECT TO FINAL
DESIGN AND APPROVAL.

--- PROPOSED SEWER
- - - PROPOSED STORMWATER
■ PROPOSED STORMWATER PIT

STREET TREES
CONTOUR INTERVAL 0.5m

(A) - EASEMENT TO DRAIN WATER 1.5 WIDE

STAGE 3



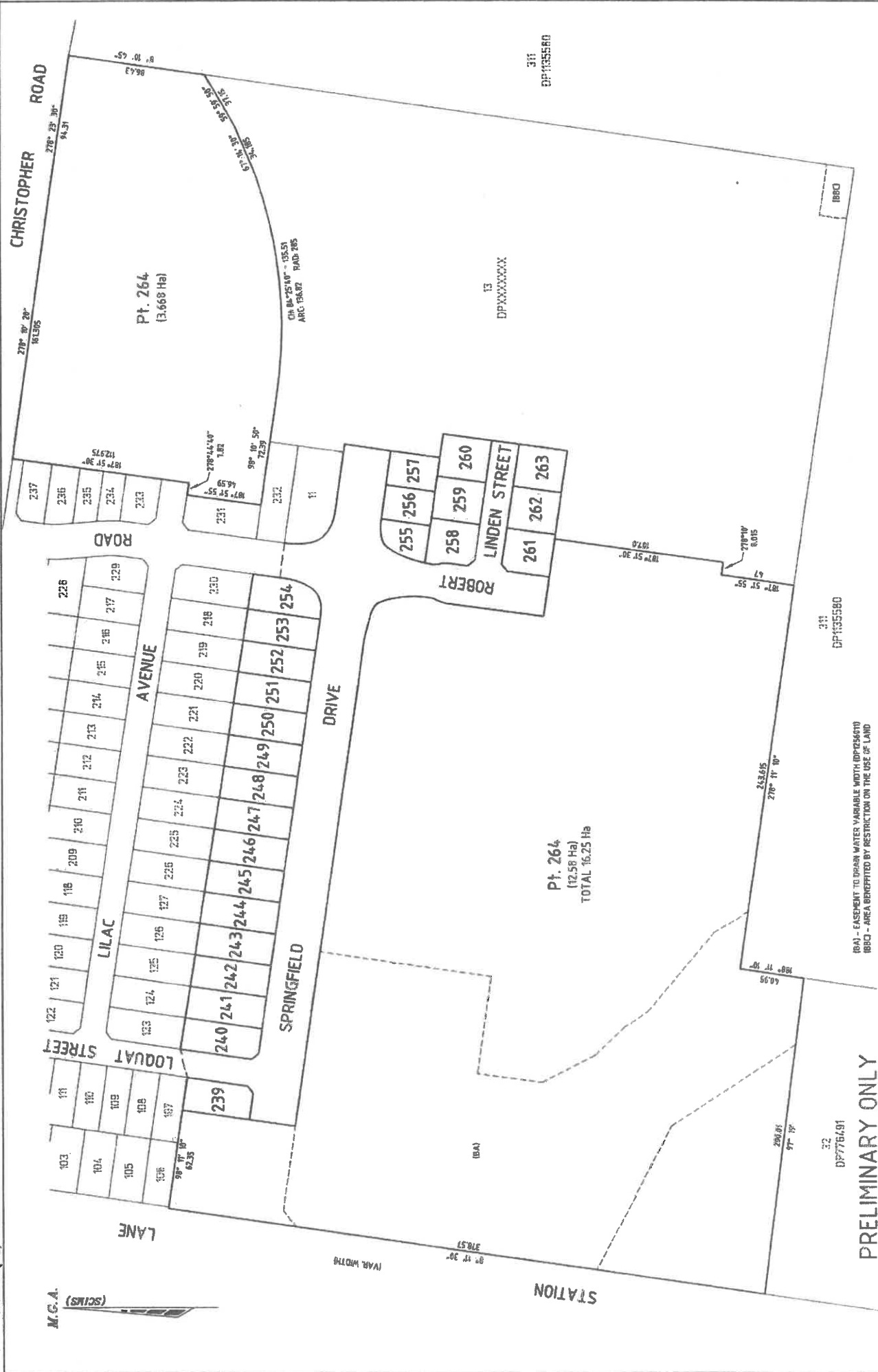
NO	NO	NO	NO
DATE	DATE	DATE	DATE
BY	BY	BY	BY
REVISION	REVISION	REVISION	REVISION

PROJECT: LOCHINVAR DOWNS STAGE 3
 DRAWING: ST3 2
 DATE: 11/20/2013
 SCALE: AS SHOWN

TITLE: PROPOSED SUBDIVISION
 STATION LANE AND CHRISTOPHER ROAD
 LOCHINVAR

LOCHINVAR DOWNS
 STAGE 3 SALES PLAN

DESIGNED BY: [Logo]
 DEFINITION: High
 DRAWING: Pty Ltd
 REVISION: 24/12/2013



<p>PRELIMINARY ONLY</p> <p>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>	<p>SURVEYOR THOMAS F CAMPBELL</p> <p>DATE 20/07/2010</p> <p>Reference: 20395_DP_20/07/2010_Plan_21000</p>	<p>PLAN OF SUBDIVISION OF LOT 238 DP1269483</p>	<p>REGISTRATION</p> <p>REGISTRATION NO: DP1271229</p>
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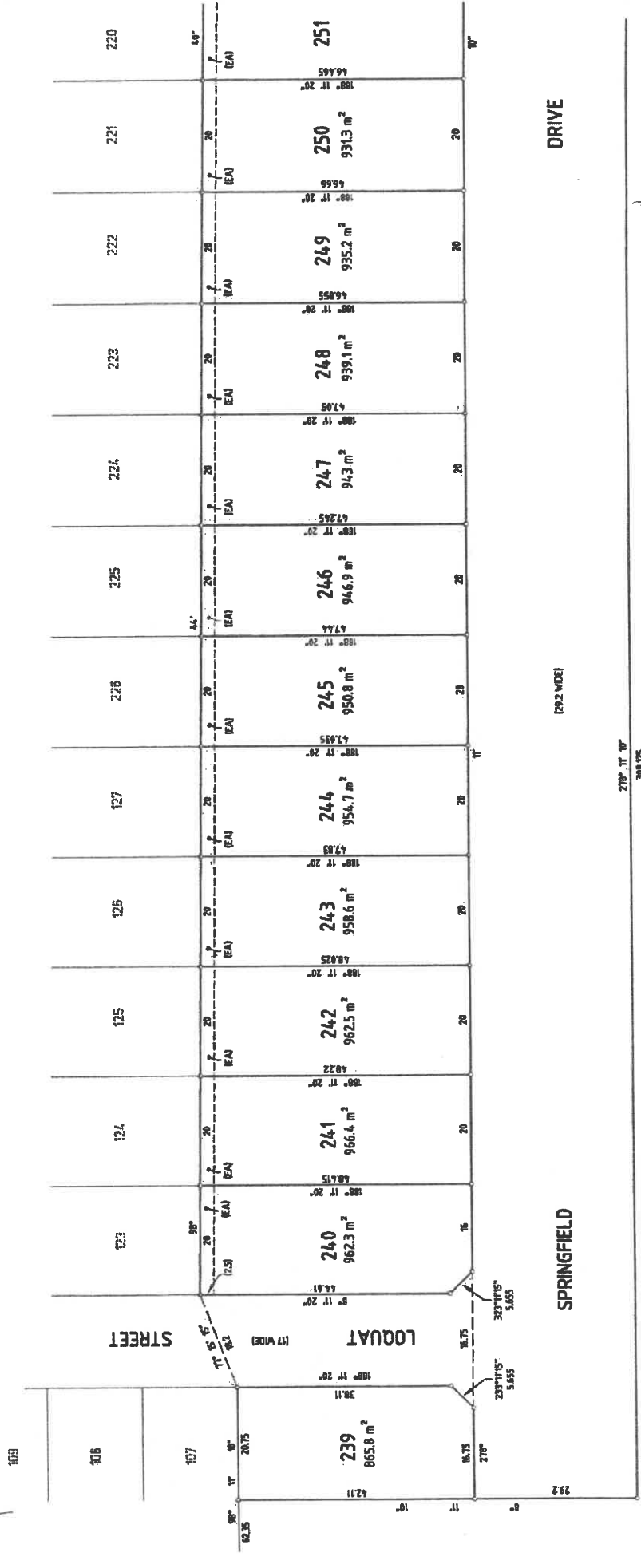
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN FORM 2 (A2)

M.G.A. (SCANS)

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.



Pt. 264

(EA) EASEMENT TO DRAIN WATER IS 1.25 M WIDE

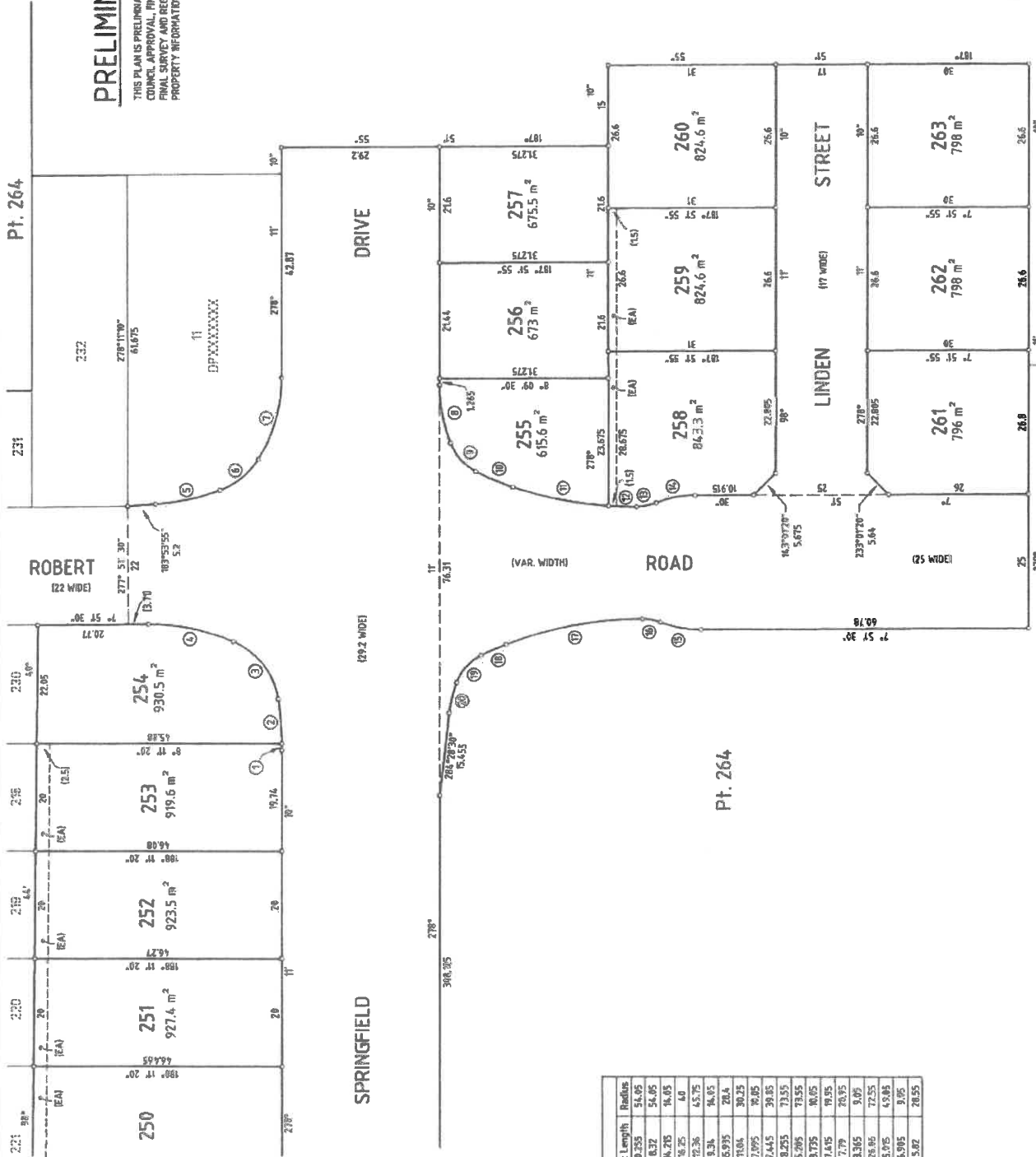
SURVEYOR Name: THOMAS F CAMPBELL Date: Reference: 2655_DP 24783 (draft)_PL_210189	PLAN OF SUBDIVISION OF LOT 238 DP1269483	LGA: MAITLAND Locality: LOCHINVAR Reduction Ratio: 1500 Lengths are in metres.	REGISTERED	DP1271229
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M.G.A. (SPT105)

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.

13
DPXXXXXXXX



(EA) EASEMENT TO DRAIN WATER 15 & 25 WIDE

SHORT LINE & ARC TABLE			
Number	Chord Bearing	Chord Distance	Arc Length
1	99°19'	0.395	0.395
2	95°50'15"	0.315	0.32
3	69°00'50"	13.075	16.205
4	89°59'45"	16.14	16.205
5	170°09'35"	12.32	12.36
6	16°22'45"	9.17	9.34
7	114°15'45"	15.73	15.935
8	267°44'	10.975	11.04
9	237°03'35"	6.845	7.095
10	217°29'	7.435	7.445
11	19°07'25"	10.21	10.255
12	9°53'05"	5.295	5.295
13	171°12'20"	3.715	3.735
14	177°14'40"	7.375	7.415
15	190°30'55"	7.845	7.79
16	18°30'35"	3.365	3.405
17	357°34'	25.92	26.06
18	344°29'45"	5.015	5.015
19	319°35'55"	6.135	6.195
20	291°52'20"	5.61	5.62

SURVEYOR Name: THOMAS F CAMPBELL Date:	PLAN OF SUBDIVISION OF LOT 238 DP1269483	LEGAL Maitland Locality: LOCHINVAR Reduction Ratio 1:500 Lengths are in metres.	REGISTERED DP1271229
--	--	---	-------------------------------------

PLAN FORM 6 (2019)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
Office Use Only Registered: Title System:	PRELIMINARY ONLY <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.</small>	Office Use Only
PLAN OF SUBDIVISION OF LOT 238 DP1269483	LGA: MAITLAND Locality: LOCHINVAR Parish: GOSFORTH County: NORTHUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> <p>I, THOMAS F CAMPBELL of Delfs Lascelles Pty Ltd, 260 Maitland Road Mayfield 2304 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on, or</p> <p>*(b) The part of the land shown in the plan (*being* excluding **..... LOT 264.....) 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>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X' - 'Y'..... Type: *Urban/*Rural- The terrain is *Level-Undulating / *Steep-Mountainous-</p> <p>Signature: Dated:</p> <p>Surveyor Identification No: 8704..... Surveyor registered under the <i>Surveying and Spatial information Act 2002</i></p> <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>	
<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 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>Surveyor's Reference: 20355_DP 2C/2D (Draft)_R4_210308</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 SPRINGFIELD DRIVE, LINDEN STREET & THE EXTENSIONS OF LOQUAT STREET & ROBERT ROAD TO THE PUBLIC AS PUBLIC ROAD.</p>	
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A		

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 4 sheet(s)		
Registered:	Office Use Only	Office Use Only		
PLAN OF SUBDIVISION OF LOT 238 DP1269483		PRELIMINARY ONLY		
Subdivision Certificate number :		<p>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> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals - See 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 		
Date of Endorsement :				
SCHEDULE OF ADDRESSES				
LOT	STREET No.	ROAD NAME	ROAD TYPE	LOCALITY
239				LOCHINVAR
240				LOCHINVAR
241				LOCHINVAR
242				LOCHINVAR
243				LOCHINVAR
244				LOCHINVAR
245				LOCHINVAR
246				LOCHINVAR
247				LOCHINVAR
248				LOCHINVAR
249				LOCHINVAR
250				LOCHINVAR
251				LOCHINVAR
252				LOCHINVAR
253				LOCHINVAR
254				LOCHINVAR
255				LOCHINVAR
256				LOCHINVAR
257				LOCHINVAR
258				LOCHINVAR
259				LOCHINVAR
260				LOCHINVAR
261				LOCHINVAR
262				LOCHINVAR
263				LOCHINVAR
264				LOCHINVAR
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:-</p> <ol style="list-style-type: none"> 1. RESTRICTION ON THE USE OF LAND 2. EASEMENT TO DRAIN WATER 1.5 & 2.5 WIDE (EA) 3. RESTRICTION ON THE USE OF LAND <p style="text-align: center; margin-top: 20px;">If space is insufficient use additional annexure sheet</p>				
Surveyor's Reference: 20355_DP 2C/2D (Draft)_R4_210308				

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 4 sheet(s)
Registered:	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 238 DP1269483	PRELIMINARY ONLY	
Subdivision Certificate number :	<p style="font-size: small; margin: 0;">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> <p style="font-size: small; margin: 0;">This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals - See 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	
Date of Endorsement :		
<p style="margin: 0;">EXECUTED by)</p> <p style="margin: 0;">LOCHINVAR DOWNS PTY LTD)</p> <p style="margin: 0;">(ACN 622 571 831))</p> <p style="margin: 0;">in accordance with Section 127 of)</p> <p style="margin: 0;">the Corporations Act)</p> <p style="margin: 0;">.....</p> <p style="margin: 0;">Name:)</p> <p style="margin: 0;">Position:)</p> <p style="text-align: center; margin: 0;">If space is insufficient use additional annexure sheet</p>		
Surveyor's Reference: 20355_DP 2C/2D (Draft)_R4_210308		

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheet(s)
<p style="text-align: right; margin: 0;">Office Use Only</p> <p>Registered:</p>	<p style="text-align: right; margin: 0;">Office Use Only</p> <p style="text-align: center; font-size: 1.2em; font-weight: bold; margin: 0;"><u>PRELIMINARY ONLY</u></p> <p style="font-size: 0.8em; margin: 0;">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> <p style="font-size: 0.8em; margin: 0;">This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals - See 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	
<p style="font-size: 1.2em; font-weight: bold; margin: 0;">PLAN OF SUBDIVISION OF LOT 238 DP1269483</p>		
<p>Subdivision Certificate number :</p> <p>Date of Endorsement :</p>		
<p>.....</p> <p>RICHARD KARL HVIRF</p>		
<p>If space is insufficient use additional annexure sheet</p>		
<p>Surveyor's Reference: 20355_DP 2C/2D (Draft)_R4_210308</p>		

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 8 sheets)

Plan: Plan of Subdivision of LOT 238 DP1269483 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
Thomton 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 263 Inclusive	Every other lot except lot 264
2	Easement to drain water 2.5 wide (EA)	253 252 251 250 249 248 247 246 245 244 243 242 241 240 259 258	254 253, 254 252, 253, 254 251, 252, 253, 254 250, 251, 252, 253, 254 249, 250, 251, 252, 253, 254 248, 249, 250, 251, 252, 253, 254 247, 248, 249, 250, 251, 252, 253, 254 246, 247, 248, 249, 250, 251, 252, 253, 254 245, 246, 247, 248, 249, 250, 251, 252, 253, 254 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254 260 259, 260
3	Restriction on the Use of Land	241, 242, 243, 246, 247, 248, 251, 252, 253, 254, 255, 256, 257, 260, 262, 263	Maitland City Council & Part of 13/XXXXXXX 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 8 sheets)

Plan: Plan of Subdivision of LOT 238 DP1269483 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 m² 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 80m²;
- (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 8 sheets)

Plan: Plan of Subdivision of LOT 238 DP1269483 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 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.

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 8 sheets)

Plan: Plan of Subdivision of LOT 238 DP1269483 covered by Subdivision Certificate dated

- 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 8 sheets)

Plan: Plan of Subdivision of LOT 238 DP1269483 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

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 8 sheets)

Plan: Plan of Subdivision of LOT 238 DP1269483 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 7 of 8 sheets)

Plan: Plan of Subdivision of LOT 238 DP1269483 covered by Subdivision Certificate dated

EXECUTED by:

RICHARD KARL HVIRF

.....
Signature

Electronic signature of me,
affixed by me, or at my direction on

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

.....
Signature of Witness

Electronic signature of me,
affixed by me, or at my direction on

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

.....

.....
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 8 of 8 sheets)

Plan: Plan of Subdivision of LOT 238 DP1269483 covered by Subdivision Certificate dated

EXECUTED by:

LAZARBEAM MEDIA

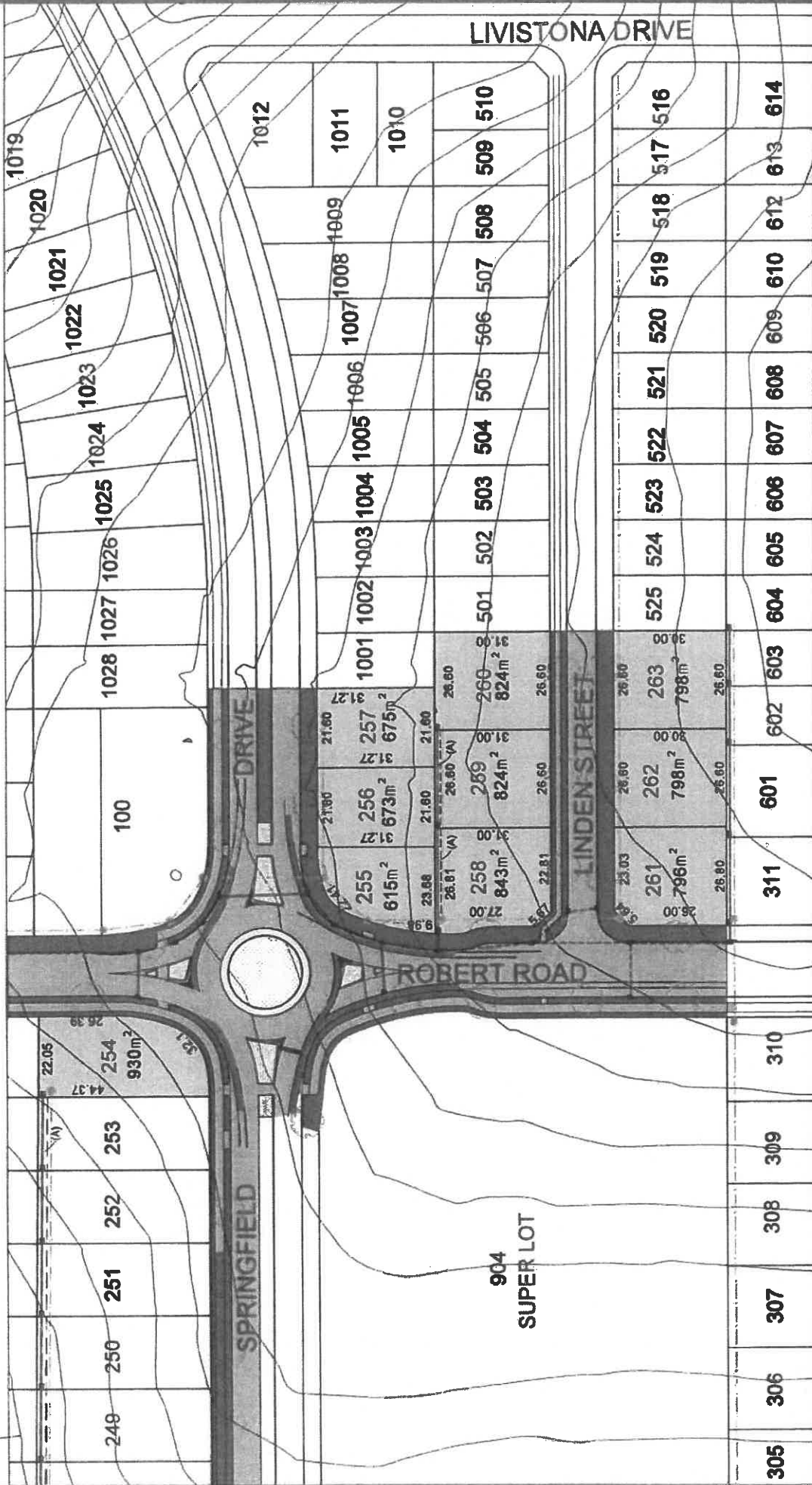
DIMENSION AND AREAS
SUBJECT TO FINAL SURVEY
AND COUNCIL APPROVAL.
LEVELS SUBJECT TO FINAL
DESIGN AND APPROVAL.

--- PROPOSED SEWER
--- PROPOSED STORMWATER
--- PROPOSED STORMWATER PIT

○ STREET TREES
--- CONTOUR INTERVAL 0.5m

(A) - EASEMENT TO DRAIN WATER 1.5 WIDE

STAGE 2d



TITLE		PROPOSED SUBDIVISION		STATION LAINE AND CHRISTOPHER ROAD		LOCHINVAR	
DATE		NO. 11.20		SCALE		1:1000	
DRAWN BY		M.D.J.A. 23		DATE		23.06.10	
CHECKED BY		M.D.J.A. 23		DATE		23.06.10	
APPROVED BY		M.D.J.A. 23		DATE		23.06.10	
PROJECT NO.		HD176		DRAWN DATE		23.06.10	
PROJECT NAME		LOCHINVAR		DRAWN BY		M.D.J.A. 23	
PROJECT ADDRESS		STATION LAINE AND CHRISTOPHER ROAD		DRAWN DATE		23.06.10	
PROJECT CITY		LOCHINVAR		DRAWN BY		M.D.J.A. 23	
PROJECT STATE		NSW		DRAWN DATE		23.06.10	
PROJECT POSTCODE		2230		DRAWN BY		M.D.J.A. 23	
PROJECT CLIENT		LOCHINVAR		DRAWN DATE		23.06.10	
PROJECT ARCHITECT		M.D.J.A. 23		DRAWN BY		M.D.J.A. 23	
PROJECT ENGINEER		M.D.J.A. 23		DRAWN DATE		23.06.10	
PROJECT SURVEYOR		M.D.J.A. 23		DRAWN BY		M.D.J.A. 23	
PROJECT LANDSCAPE ARCHITECT		M.D.J.A. 23		DRAWN DATE		23.06.10	
PROJECT CIVIL ENGINEER		M.D.J.A. 23		DRAWN BY		M.D.J.A. 23	
PROJECT ELECTRICAL ENGINEER		M.D.J.A. 23		DRAWN DATE		23.06.10	
PROJECT MECHANICAL ENGINEER		M.D.J.A. 23		DRAWN BY		M.D.J.A. 23	
PROJECT STRUCTURAL ENGINEER		M.D.J.A. 23		DRAWN DATE		23.06.10	
PROJECT ENVIRONMENTAL ENGINEER		M.D.J.A. 23		DRAWN BY		M.D.J.A. 23	
PROJECT OTHER PROFESSIONALS		M.D.J.A. 23		DRAWN DATE		23.06.10	

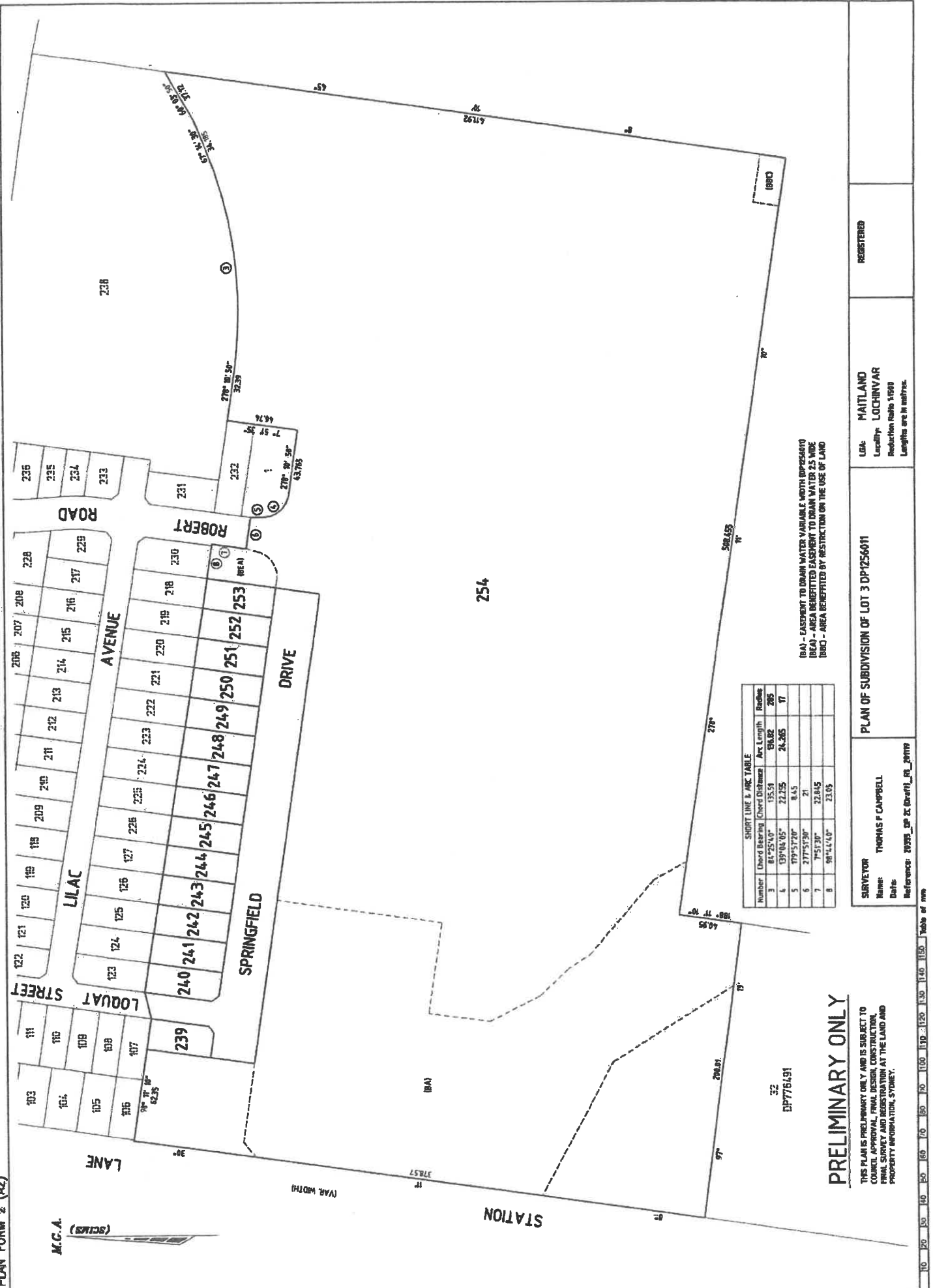
LOCHINVAR DOWNS
STAGE 2d SALES PLAN

High Definition
Design Pty Ltd

HD176
STAD 5

Schedule Two- Plan of Subdivision (Development Lots)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



Number	Chord Bearing	Chord Distance	Arc Length	Radius
3	84°25'14"	135.58	584.82	205
4	139°04'05"	22.25	24.265	17
5	179°57'20"	8.45		
6	277°57'30"	21		
7	7°51'30"	22.845		
8	98°14'44"	23.05		

(RA) - EASEMENT TO DRAIN WATER VARIABLE WIDTH DIPS#24010
 (REA) - AREA BENEFITTED EASEMENT TO DRAIN WATER 25 WIDE
 (BBD) - AREA BENEFITTED BY RESTRICTION ON THE USE OF LAND

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.

SURVEYOR
 Name: THOMAS F CAMPBELL
 Date:
 Reference: 20395_DP 22 Draft_01_2019

PLAN OF SUBDIVISION OF LOT 3 DP1256011

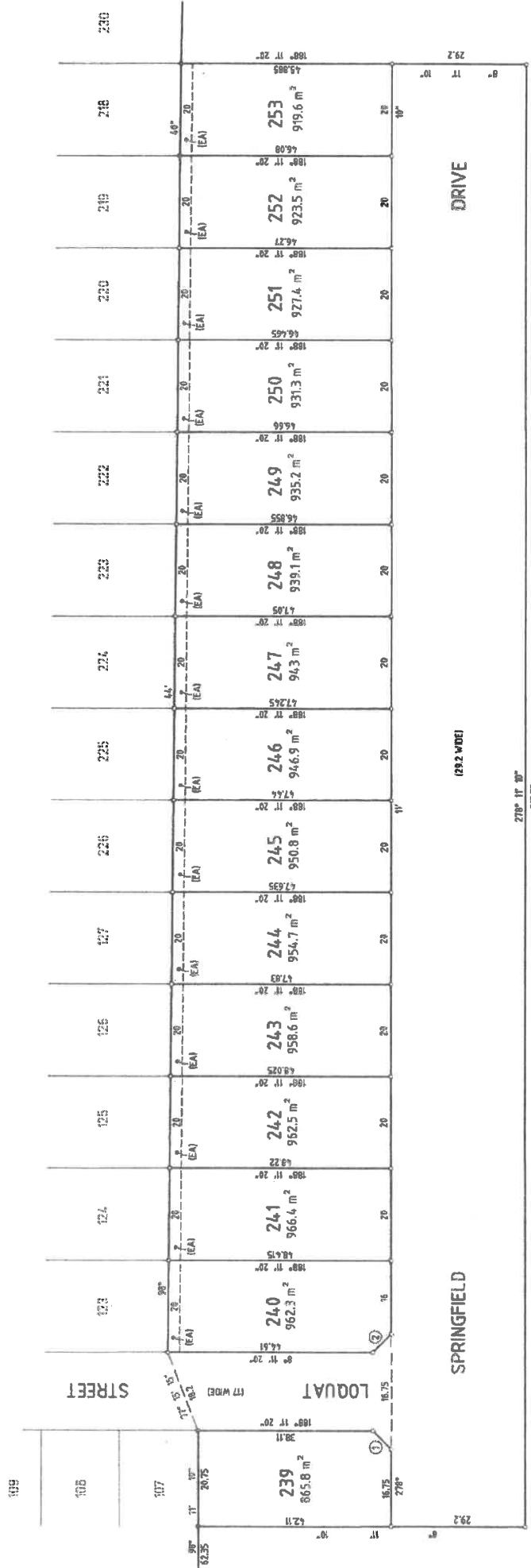
LG: MAITLAND
 Locality: LOCHINVAR
 Reduction Ratio: 1:500
 Lengths are in metres.

REGISTERED

M.C.A.
(S/1/2/3)

PRELIMINARY ONLY

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Sheet Line Table		
Number	Bearing	Distance
1	235°11'15"	5.635
2	323°11'15"	5.635

SURVEYOR Name: THOMAS F CAMPBELL Date: Reference: 2025_DP 2C Draft 1_1_2019	PLAN OF SUBDIVISION OF LOT 3 DP1256011	LGA: MAITLAND Locality: LOCHINVAR Reduction Ratio 1:500 Lengths are in metres.	REGISTERED
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PLAN FORM 6 (2019)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
Office Use Only Registered: Title System:	PRELIMINARY ONLY <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.</small>	Office Use Only
PLAN OF SUBDIVISION OF LOT 3 DP1256011	LGA: MAITLAND Locality: LOCHINVAR Parish: GOSFORTH County: NORTHUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> <p>I, THOMAS F CAMPBELL of Delfs Lascelles Pty Ltd, 260 Maitland Road Mayfield 2304 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on, or</p> <p>* (b) The part of the land shown in the plan (*being* excluding **..... LOT 254) 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>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X' - 'Y'..... Type: *Urban/*Rural- The terrain is *Level-Undulating / *Steep-Mountainous-</p> <p>Signature: Dated:</p> <p>Surveyor Identification No: 8704 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <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>	
<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 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>Surveyor's Reference: 20355_DP 2C (Draft)_R1_201120</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 SPRINGFIELD DRIVE & THE EXTENSION OF LOQUAT STREET TO THE PUBLIC AS PUBLIC ROAD.</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 4 sheet(s)																																																																																					
<p style="text-align: right; margin-bottom: 0;">Office Use Only</p> <p>Registered:</p>	<p style="text-align: right; margin-bottom: 0;">Office Use Only</p> <h2 style="text-align: center; margin: 0;">PRELIMINARY ONLY</h2> <p style="font-size: small; margin: 5px 0;">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> <p style="margin: 5px 0;">This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals - See 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 																																																																																						
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<p>SCHEDULE OF ADDRESSES</p>																																																																																							
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">LOT</th> <th style="width: 20%;">STREET No.</th> <th style="width: 20%;">ROAD NAME</th> <th style="width: 20%;">ROAD TYPE</th> <th style="width: 30%;">LOCALITY</th> </tr> </thead> <tbody> <tr><td>239</td><td></td><td></td><td></td><td>LOCHINVAR</td></tr> <tr><td>240</td><td></td><td></td><td></td><td>LOCHINVAR</td></tr> <tr><td>241</td><td></td><td></td><td></td><td>LOCHINVAR</td></tr> <tr><td>242</td><td></td><td></td><td></td><td>LOCHINVAR</td></tr> <tr><td>243</td><td></td><td></td><td></td><td>LOCHINVAR</td></tr> <tr><td>244</td><td></td><td></td><td></td><td>LOCHINVAR</td></tr> <tr><td>245</td><td></td><td></td><td></td><td>LOCHINVAR</td></tr> <tr><td>246</td><td></td><td></td><td></td><td>LOCHINVAR</td></tr> <tr><td>247</td><td></td><td></td><td></td><td>LOCHINVAR</td></tr> <tr><td>248</td><td></td><td></td><td></td><td>LOCHINVAR</td></tr> <tr><td>249</td><td></td><td></td><td></td><td>LOCHINVAR</td></tr> <tr><td>250</td><td></td><td></td><td></td><td>LOCHINVAR</td></tr> <tr><td>251</td><td></td><td></td><td></td><td>LOCHINVAR</td></tr> <tr><td>252</td><td></td><td></td><td></td><td>LOCHINVAR</td></tr> <tr><td>253</td><td></td><td></td><td></td><td>LOCHINVAR</td></tr> <tr><td>254</td><td></td><td></td><td></td><td>LOCHINVAR</td></tr> </tbody> </table>			LOT	STREET No.	ROAD NAME	ROAD TYPE	LOCALITY	239				LOCHINVAR	240				LOCHINVAR	241				LOCHINVAR	242				LOCHINVAR	243				LOCHINVAR	244				LOCHINVAR	245				LOCHINVAR	246				LOCHINVAR	247				LOCHINVAR	248				LOCHINVAR	249				LOCHINVAR	250				LOCHINVAR	251				LOCHINVAR	252				LOCHINVAR	253				LOCHINVAR	254				LOCHINVAR
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<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:-</p> <ol style="list-style-type: none"> 1. RESTRICTION ON THE USE OF LAND 2. EASEMENT TO DRAIN WATER 2.5 WIDE (EA) 3. RESTRICTION ON THE USE OF LAND 																																																																																							
<p>If space is insufficient use additional annexure sheet</p>																																																																																							
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PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 4 sheet(s)
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<p style="text-align: right; margin: 0;">Office Use Only</p> <p>Registered:</p>	<p style="text-align: right; margin: 0;">Office Use Only</p> <p style="font-size: 1.2em; font-weight: bold; margin: 0;">PRELIMINARY ONLY</p> <p style="font-size: 0.8em; margin: 5px 0 0 0;">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> <p style="margin: 5px 0 0 0;">This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals - See 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
<p style="font-size: 1.2em; font-weight: bold; margin: 0;">PLAN OF SUBDIVISION OF LOT 3 DP1256011</p>	
<p>Subdivision Certificate number :</p> <p>Date of Endorsement :</p>	

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

.....
 Name:

 Position:

.....
 Name:

 Position:

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20355_DP 2C (Draft)_R1_201120

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 8 sheets)

Plan: Plan of Subdivision of LOT 3 DP1256011 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

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 253 inclusive	Every other lot except lot 254
2	Easement to drain water 2.5 wide (EA)	253 252 251 250 249 248 247 246 245 244 243 242	Part of lot 254 denoted (BEA) 253, Part of lot 254 denoted (BEA) 252,253, Part of lot 254 denoted (BEA) 251,252,253, Part of lot 254 denoted (BEA) 250,251,252,253, Part of lot 254 denoted (BEA) 249,250,251,252,253, Part of lot 254 denoted (BEA) 248,249,250,251,252,253, Part of lot 254 denoted (BEA) 247,248,249,250,251,252,253, Part of lot 254 denoted (BEA) 246,247,248,249,250,251,252,253, Part of lot 254 denoted (BEA) 245,246,247,248,249,250,251,252,253, Part of lot 254 denoted (BEA) 244,245,246,247,248,249,250,251,252,253, Part of lot 254 denoted (BEA) 243,244,245,246,247,248,249,250,251,252,253, Part of lot 254 denoted (BEA) 242,243,244,245,246,247,248,249,250,251,252,253, Part of lot 254 denoted (BEA)

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 8 sheets)

Plan: Plan of Subdivision of LOT 3 DP1256011 covered by Subdivision Certificate dated

		241	242,243,244,245,246,247, 248,249,250,251,252,253, Part of lot 254 denoted (BEA)
		240	241,242,243,244,245,246, 247,248,249,250,251,252, 253, Part of lot 254 denoted (BEA)
3	Restriction on the Use of Land	241,242,243,246, 247,248,251,252, & 253	Maitland City Council & Part of 254 designated (BBC) on the Plan

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 m² 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 80m²;
- (An ancillary building does not include lawn lockers, pergolas, greenhouses, cubby houses or other utility type structures.)

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 8 sheets)

Plan: Plan of Subdivision of LOT 3 DP1256011 covered by Subdivision Certificate dated

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.
- 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.

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 8 sheets)

Plan: Plan of Subdivision of LOT 3 DP1256011 covered by Subdivision Certificate dated

- 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 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,

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 8 sheets)

Plan: Plan of Subdivision of LOT 3 DP1256011 covered by
Subdivision Certificate
dated

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 6 of 8 sheets)

Plan: Plan of Subdivision of LOT 3 DP1256011 covered by Subdivision Certificate dated

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

.....
Name:

Position:

.....
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 7 of 8 sheets)

Plan: Plan of Subdivision of LOT 3 DP1256011 covered by Subdivision Certificate dated

EXECUTED by:

RICHARD KARL HVIRF

.....
Signature

Electronic signature of me,
affixed by me, or at my direction on

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

.....
Signature of Witness

Electronic signature of me,
affixed by me, or at my direction on

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

.....

.....
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 8 of 8 sheets)

Plan: Plan of Subdivision of LOT 3 DP1256011 covered by Subdivision Certificate dated

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)

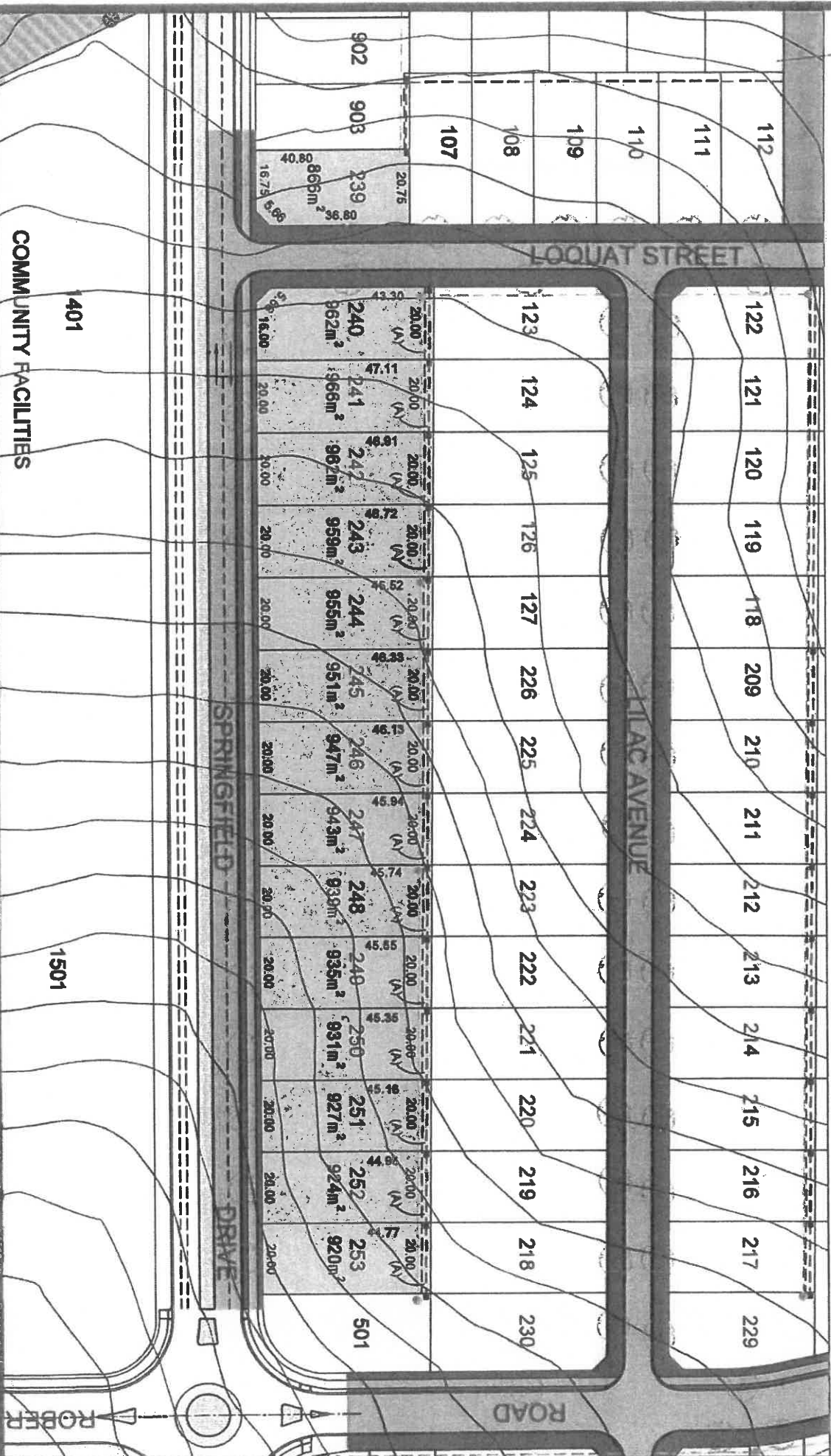


DIMENSION AND AREAS
SUBJECT TO FINAL SURVEY
AND COUNCIL APPROVAL.
LEVELS SUBJECT TO FINAL
DESIGN AND APPROVAL.

--- PROPOSED SEWER
--- PROPOSED STORMWATER
■ PROPOSED STORMWATER PIT
○ STREET TREES
○ CONTOUR INTERVAL 0.5m

(A) - EASEMENT TO DRAIN WATER 2.5 WIDE

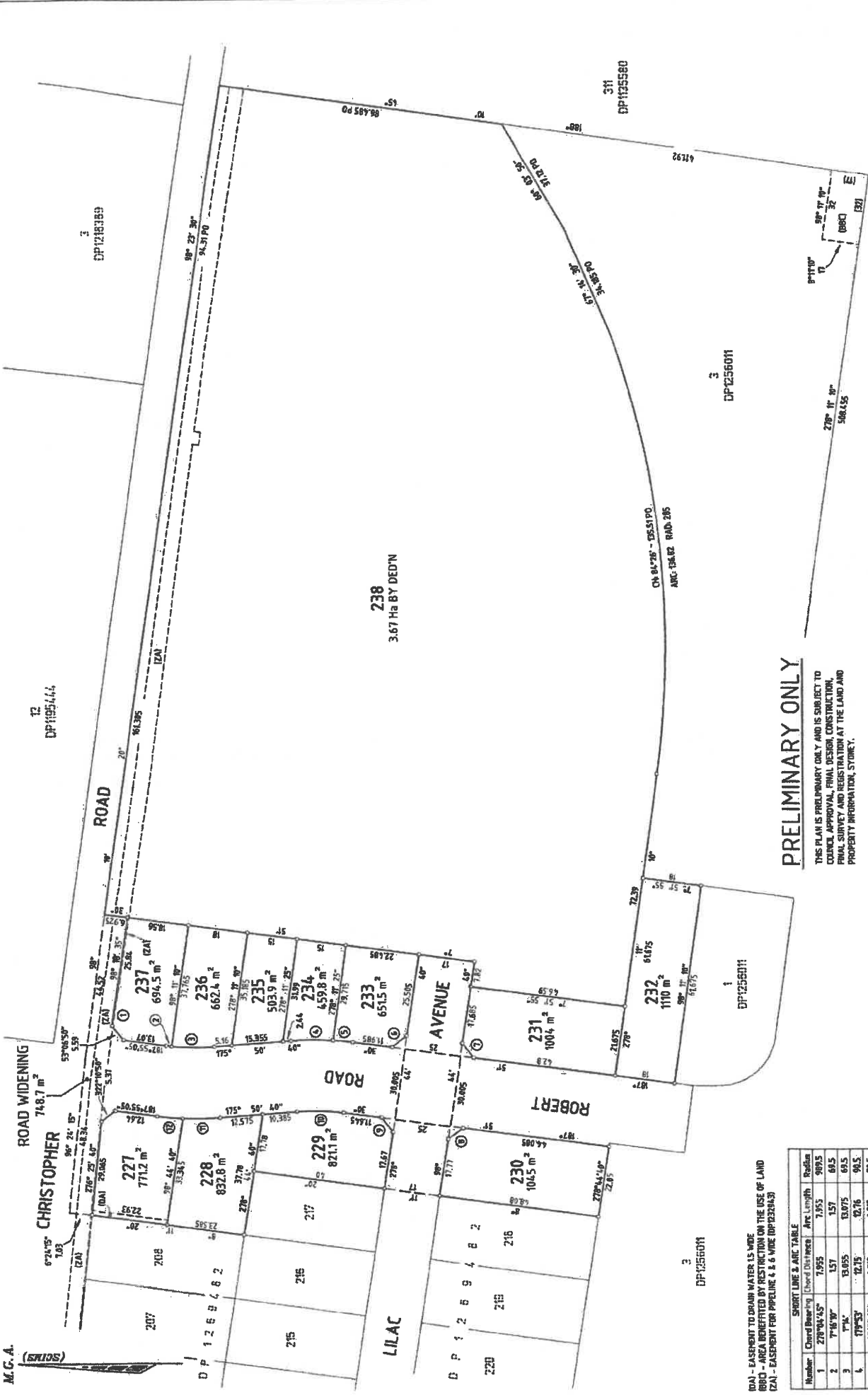
STAGE 2c



TITLE: PROPOSED SUBDIVISION
STATION LANE AND CHRISTOPHER ROAD
LOCHINVAR
LOCHINVAR
COMMUNITY FACILITIES
LOCHINVAR DOWNS
STAGE 2c SALES PLAN
High Definition Design Pty Ltd
Date: 10/11/20 Scale: 1:2500
Drawing No: HD176
Project No: ST2c
Revision: 4

Schedule Two- Plan of Subdivision (Development Lots)

*



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, STOREY.

SHORT LINE 3-ARC TABLE

Number	Chord Bearing	Chord Dist	Arc Length	Radius
1	278°04'15"	7.955	7.955	999.5
2	7°16'30"	1.57	1.57	69.5
3	7°16'30"	13.055	13.075	69.5
4	175°53'25"	12.16	12.16	99.5
5	105°53'25"	6.215	6.215	99.5
6	323°18'05"	5.7	5.7	-
7	235°18'05"	5.65	5.65	-
8	323°18'05"	5.7	5.7	-
9	53°18'05"	5.65	5.65	-
10	151°05'	16.335	16.365	68.5
11	307°26'30"	11.48	11.415	91.5
12	5°28'00"	7.79	7.79	91.5

10A1 - EASEMENT TO DRAIN WATER 1.5 WIDE
 10B0 - AREA BENEFITED BY RESTRICTION ON THE USE OF LAND
 12A1 - EASEMENT FOR PIPELINE 4 & 6 WIDE (DP232643)

DP1269483

REGISTRED

LEA: MAITLAND
 Locality: LOCHINVAR
 Reduction Ratio: 1:250
 Lengths are in metres.

PLAN OF SUBDIVISION OF LOT 200 DP1269482

SURVEYOR
 Name: THOMAS F CAMPBELL
 Date: 2025_DP_28 (Rev) 01_20119
 Reference: 2025_DP_28 (Rev) 01_20119

PLAN FORM 6 (2019)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
Office Use Only Registered: Title System:	PRELIMINARY ONLY <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.</small>	Office Use Only
PLAN OF SUBDIVISION OF LOT 200 DP1269482	LGA: MAITLAND Locality: LOCHINVAR Parish: GOSFORTH County: NORTHUMBERLAND	
<p style="text-align:center;">Survey Certificate</p> <p style="text-align:center;">THOMAS F CAMPBELL</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>*(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</p> <p>*(b) The part of the land shown in the plan (*being*excluding **..... LOT 238) 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>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</p> <p>Datum Line: 'X' - 'Y'..... Type: *Urban/*Rural- The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature: Dated:</p> <p>Surveyor Identification No: 8704..... Surveyor registered under the <i>Surveying and Spatial information Act 2002</i></p> <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>	
	<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>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>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 & ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD SUBJECT TO THE EASEMENT FOR PIPELINE 4 & 6 WIDE (DP1232943).</p>	
Surveyor's Reference: 20355_DP 2B (Draft)_R1_201113	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 4 sheet(s)		
Office Use Only	Office Use Only	Office Use Only		
Registered:	PRELIMINARY ONLY			
PLAN OF SUBDIVISION OF LOT 200 DP1269482	<p>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> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals - See 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 			
Subdivision Certificate number :				
Date of Endorsement :				
SCHEDULE OF ADDRESSES				
LOT	STREET No.	ROAD NAME	ROAD TYPE	LOCALITY
227				LOCHINVAR
228				LOCHINVAR
229				LOCHINVAR
230				LOCHINVAR
231				LOCHINVAR
232				LOCHINVAR
233				LOCHINVAR
234				LOCHINVAR
235				LOCHINVAR
236				LOCHINVAR
237				LOCHINVAR
238				LOCHINVAR
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:-</p> <ol style="list-style-type: none"> 1. RESTRICTION ON THE USE OF LAND 2. EASEMENT TO DRAIN WATER 1.5 WIDE (DA) 3. RESTRICTION ON THE USE OF LAND <p>TO RELEASE:-</p> <ol style="list-style-type: none"> 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) 				
If space is insufficient use additional annexure sheet				
Surveyor's Reference: 20355_DP 2B (Draft)_R1_201113				

Office Use Only Registered: PLAN OF SUBDIVISION OF LOT 200 DP1269482	Office Use Only <h2 style="text-align: center; margin: 0;">PRELIMINARY ONLY</h2> <p style="font-size: small; margin: 5px 0;">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> <p style="font-size: small; margin: 5px 0;">This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals - See 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
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)

.....
 Name:

 Position:

.....
 Name:

 Position:

If space is insufficient use additional annexure sheet

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheet(s)
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<p style="text-align: right;">Office Use Only</p> Registered:	<p style="text-align: right;">Office Use Only</p> <p style="text-align: center;">PRELIMINARY ONLY</p>
PLAN OF SUBDIVISION OF LOT 101 DP1256013	<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.</small>
Subdivision Certificate number : Date of Endorsement :	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals - See 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

.....
RICHARD KARL HVIRF

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20355_DP 2B (Draft)_R1_201113

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 7 sheets)

Plan: Plan of Subdivision of LOT 200 DP1269482 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

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	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 3/1256011 designated (BBC) on the Plan

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 m² 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.
- 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.

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 7 sheets)

Plan: Plan of Subdivision of LOT 200 DP1269482 covered by Subdivision Certificate dated

- 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 80m²;

(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.

- 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.

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 7 sheets)

Plan: Plan of Subdivision of LOT 200 DP1269482 covered by Subdivision Certificate dated

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

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 7 sheets)

Plan: Plan of Subdivision of LOT 200 DP1269482 covered by Subdivision Certificate dated

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 7 sheets)

Plan: Plan of Subdivision of LOT 200 DP1269482 covered by Subdivision Certificate dated

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

.....

Name:

Position:

.....

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 6 of 7 sheets)

Plan: Plan of Subdivision of LOT 200 DP1269482 covered by Subdivision Certificate dated

EXECUTED by:

RICHARD KARL HVIRF

.....
Signature

Electronic signature of me,
affixed by me, or at my direction on

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

.....
Signature of Witness

Electronic signature of me,
affixed by me, or at my direction on

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

.....

.....
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 7 of 7 sheets)

Plan: Plan of Subdivision of LOT 200 DP1269482 covered by Subdivision Certificate dated

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)



DIMENSION AND AREAS
SUBJECT TO FINAL SURVEY
AND COUNCIL APPROVAL.
LEVELS SUBJECT TO FINAL
DESIGN AND APPROVAL.

- PROPOSED SEWER ACCESS CHAMBER
- PROPOSED STORMWATER PIT
- STREET TREES
- CONTOUR INTERVAL 0.5m

(A) - EASEMENT TO DRAIN WATER 1.5 WIDE
(AB) - EASEMENT TO DRAIN WATER 2.5 WIDE

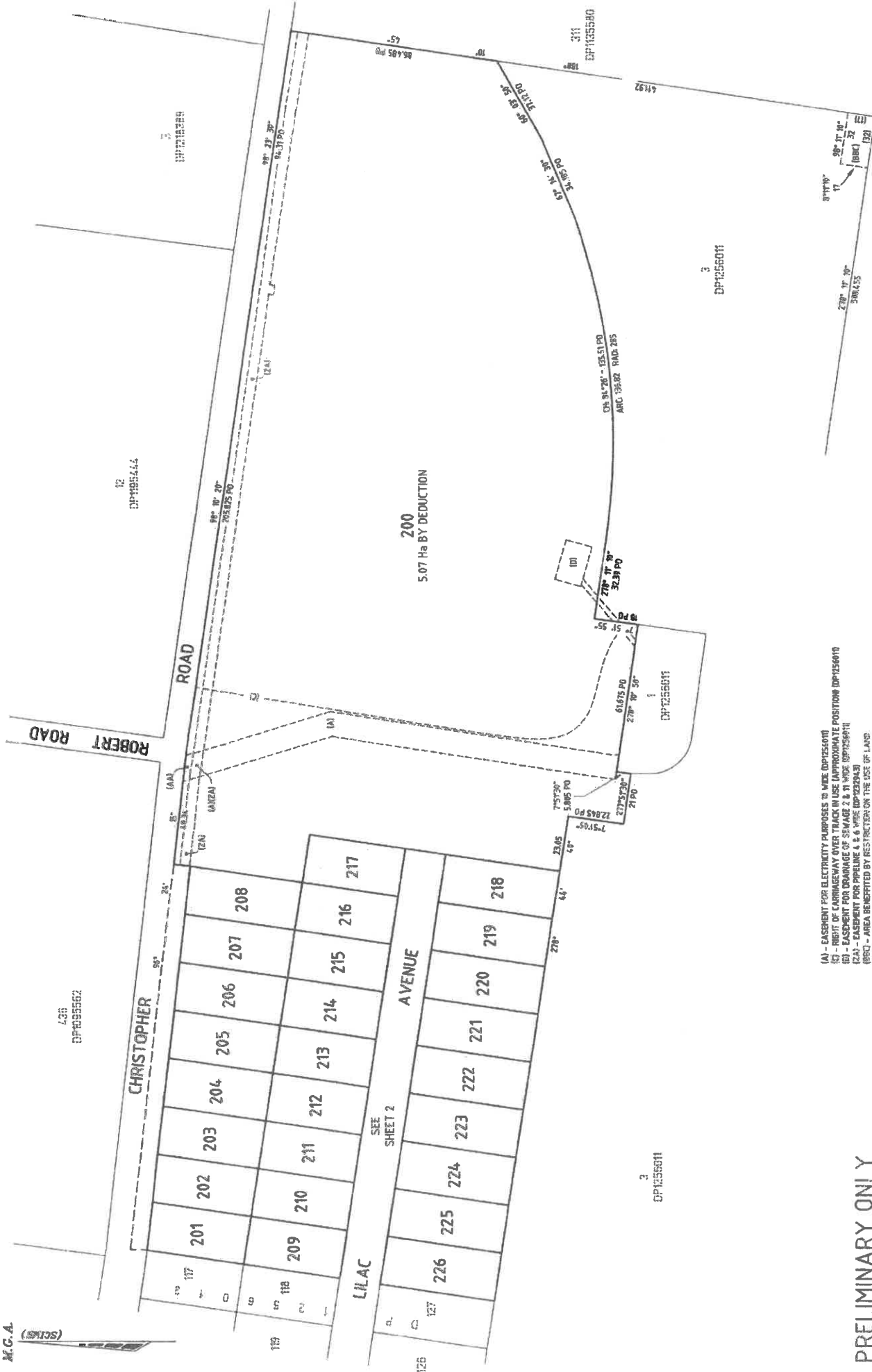
STAGE 2B



PROPOSED SUBDIVISION
STATION LAINE AND CHRISTOPHER ROAD
LOCHINVAR
LOCHINVAR DOWNS
STAGE 2B SALES PLAN

High Definition
Design Pty Ltd

Date: 12/10/17 Scale: 1:1000 A3
 Drawn: [Name] Checked: [Name]
 Discussed: [Name] Approved: [Name]
 Drawn Date: [Date]
HD176
ST2b
5



(A) - EASEMENT FOR ELECTRICITY PURPOSES IN WIDE (DP1256011)
 (B) - RIGHT OF CARRIAGEWAY OVER TRACK IN USE (APPROXIMATE POSITION) (DP1256011)
 (C) - EASEMENT FOR DRAINAGE OF SWAGE 2 & 11 WIDE (DP1256011)
 (CA) - EASEMENT FOR PIPELINE 4 & 6 WIDE (DP1256011)
 (BEC) - AREA BENEFITED BY RESTRICTION ON THE USE OF LAND

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.

SURVEYOR
 Name: THOMAS F CAMPBELL
 Date:
 Reference: 20355_DP1256011_2_200922

PLAN OF SUBDIVISION OF LOT 191 DP1256011

LEA: MAITLAND LOCHINVAR
 Locality:
 Reduction Ratio: 1:1000
 Lengths are in metres.

REGISTERED

DP

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



M.C.A. (SRI/CS)

(CA) - EASEMENT TO DRAIN WATER 2.5 WIDE
 (BCA) - AREA BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE
 (ZCA) - EASEMENT FOR PIPELINE 4.8 WIDE (DIP/DEMS)

PRELIMINARY ONLY
 THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO
 FINAL APPROVAL BY THE LOCAL COUNCIL.
 FOR A FULLER DESCRIPTION OF THE LAND AND
 PROPERTY INFORMATION, SEE THE
 PROPERTY INFORMATION STATEMENT.

SURVEYOR
 Name: THOMAS F CAMPBELL
 Date:
 Reference: 20355_DP(Draft)_R2_200922

PLAN OF SUBDIVISION OF LOT 101 DP1256013

LEA: MAITLAND
 Locality: LOCHINVAR
 Production Batch: 5500
 Lengths are in metres.

REGISTERED

DP

PLAN FORM 6 (2019)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
<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> <p style="text-align: center;">PRELIMINARY ONLY</p> <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>
<p>PLAN OF SUBDIVISION OF LOT 101 DP1256013</p>	<p>LGA: MAITLAND</p> <p>Locality: LOCHINVAR</p> <p>Parish: GOSFORTH</p> <p>County: NORTHUMBERLAND</p>	
<p style="text-align: center;">Survey Certificate</p> <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:</p> <p>*(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, of</p> <p>*(b) The part of the land shown in the plan ("being/*excluding **) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 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>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</p> <p>Datum Line: 'X' - 'Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature: Dated:</p> <p>Surveyor Identification No: <u>8704</u> Surveyor registered under the <i>Surveying and Spatial information Act 2002</i></p> <p>* 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>Plans used in the preparation of survey/compilation.</p> <p>DP 717107 DP 776491 DP 1034974 DP 1132263 DP 1232943 DP 1256011 DP 1256013</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>* Strike through if inapplicable</p>
<p>Surveyor's Reference: 20355_DP(Draft)_R2_200922</p>		<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 4 sheet(s)		
Office Use Only		Office Use Only		
Registered:		PRELIMINARY ONLY		
PLAN OF SUBDIVISION OF LOT 101 DP1256013		<p>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> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals - See 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 		
Subdivision Certificate number :				
Date of Endorsement :				
SCHEDULE OF ADDRESSES				
LOT	STREET No.	ROAD NAME	ROAD TYPE	LOCALITY
200				LOCHINVAR
201				LOCHINVAR
202				LOCHINVAR
203				LOCHINVAR
204				LOCHINVAR
205				LOCHINVAR
206				LOCHINVAR
207				LOCHINVAR
208				LOCHINVAR
209				LOCHINVAR
210				LOCHINVAR
211				LOCHINVAR
212				LOCHINVAR
213				LOCHINVAR
214				LOCHINVAR
215				LOCHINVAR
216				LOCHINVAR
217				LOCHINVAR
218				LOCHINVAR
219				LOCHINVAR
220				LOCHINVAR
221				LOCHINVAR
222				LOCHINVAR
223				LOCHINVAR
224				LOCHINVAR
225				LOCHINVAR
226				LOCHINVAR
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:-</p> <ol style="list-style-type: none"> 1. RESTRICTION ON THE USE OF LAND 2. EASEMENT TO DRAIN WATER 2.5 WIDE (CA) 3. RESTRICTION ON THE USE OF LAND <p style="text-align: center;">If space is insufficient use additional annexure sheet</p>				
Surveyor's Reference: 20355_DP(Draft)_R2_200922				

<p style="text-align: right; margin: 0;">Office Use Only</p> <p>Registered:</p>	<p style="text-align: right; margin: 0;">Office Use Only</p> <p style="text-align: center; font-size: 1.2em; font-weight: bold; margin: 0;"><u>PRELIMINARY ONLY</u></p> <p style="font-size: 0.8em; margin: 0;">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> <p style="margin: 0;">This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals - See 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
<p style="font-size: 1.2em; font-weight: bold; margin: 0;">PLAN OF SUBDIVISION OF LOT 101 DP1256013</p>	
<p>Subdivision Certificate number :</p> <p>Date of Endorsement :</p>	

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

.....
 Name:

Position:

.....
 Name:

Position:

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20355_DP(Draft)_R2_200922

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 7 sheets)

Plan: Plan of Subdivision of LOT 101 DP1256013 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

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	201 to 226 inclusive	Every other lot except lot 200
2	Easement to drain water 2.5 wide (CA)	217 216 215 214 213 212 211 210 209	Part of 201 designated (BCA) Part of 201 designated (BCA),217 Part of 201 designated (BCA),217,216 Part of 201 designated (BCA),217,216,215 Part of 201 designated (BCA),217,216,215,214 Part of 201 designated (BCA),217,216,215,214,213 Part of 201 designated (BCA),217,216,215,214,213,212 Part of 201 designated (BCA),217,216,215,214,213,212,211 Part of 201 designated (BCA),217,216,215,214,213,212,211,210
3	Restriction on the Use of Land	203, 204, 207, 211, 212, 215, 218, 219, 220, 221, 222, 223, 224, 225, 226	Maitland City Council & Part of 3/1256011 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 7 sheets)

Plan: Plan of Subdivision of LOT 101 DP1256013 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 m² 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 80m²;
- (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;

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 7 sheets)

Plan: Plan of Subdivision of LOT 101 DP1256013 covered by Subdivision Certificate dated

- (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.

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.

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 7 sheets)

Plan: Plan of Subdivision of LOT 101 DP1256013 covered by Subdivision Certificate dated

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. 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 7 sheets)

Plan: Plan of Subdivision of LOT 101 DP1256013 covered by Subdivision Certificate dated

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

.....

Name:

Position:

.....

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 6 of 7 sheets)

Plan: Plan of Subdivision of LOT 101 DP1256013 covered by Subdivision Certificate dated

EXECUTED by:

RICHARD KARL HVIRF

.....
Signature

Electronic signature of me,
affixed by me, or at my direction on

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

.....
Signature of Witness

Electronic signature of me,
affixed by me, or at my direction on

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

.....

.....
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 7 of 7 sheets)

Plan: Plan of Subdivision of LOT 101 DP1256013 covered by Subdivision Certificate dated

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

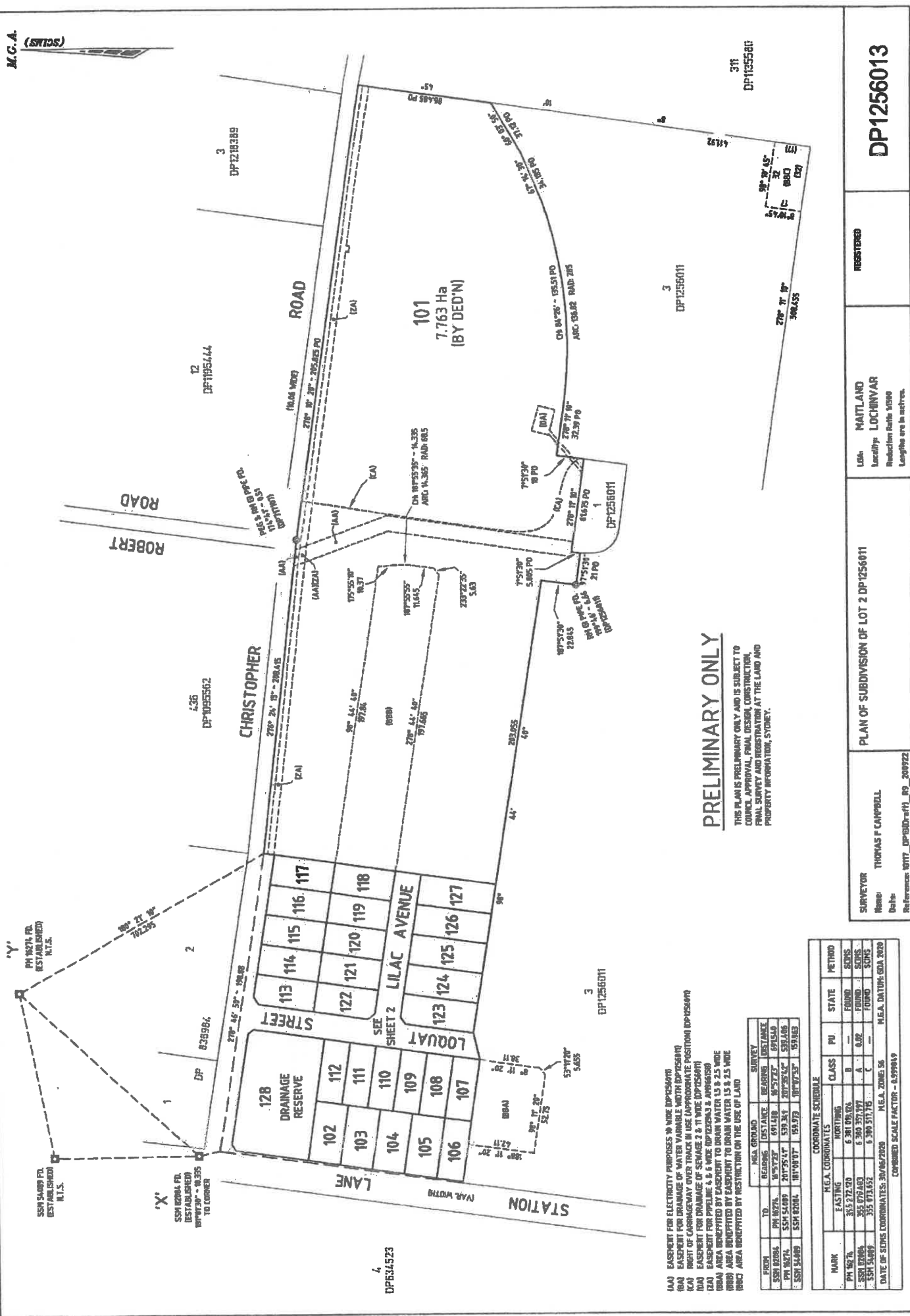
.....
Signature of Witness

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

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

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

Schedule Two- Plan of Subdivision (Stage 1)



PRELIMINARY ONLY

THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO CHECKS AND ALL FINAL DESIGN CONSTRUCTION, EASEMENTS, RIGHTS AND RESTRICTIONS AT THE LAND AND PROPERTY INFORMATION, SYDNEY.

- (AA) EASEMENT FOR ELECTRICITY PURPOSES 90 WIDE DP1256010
- (AB) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH DP1256010
- (AC) RIGHT OF CARRIAGEWAY OVER TRACK IN USE (APPROXIMATE POSITION) DP1256010
- (AD) EASEMENT FOR DRAINAGE OF SEWAGE 2.8 M WIDE DP1256010
- (EA) EASEMENT FOR PIPELINE 4.6 M WIDE DP1256010 & ADJACENT
- (BB) AREA IDENTIFIED BY EASEMENT TO DRAIN WATER 1.8 M & 2.3 M WIDE
- (BC) AREA IDENTIFIED BY RESTRICTION ON THE USE OF LAND

MARK	NSA GROUND		SURVEY	
	TO	BEARINGS	DISTANCE	BEARINGS
SSM 54089 P.D. ESTABLISHED N.T.S.	PH 10274 P.D. ESTABLISHED N.T.S.	W 57°25'	691.480	W 57°25'
SSM 54089 P.D. ESTABLISHED N.T.S.	SSM 54089 P.D. ESTABLISHED N.T.S.	W 57°25'	691.480	W 57°25'
SSM 54089 P.D. ESTABLISHED N.T.S.	SSM 54089 P.D. ESTABLISHED N.T.S.	W 57°25'	691.480	W 57°25'
SSM 54089 P.D. ESTABLISHED N.T.S.	SSM 54089 P.D. ESTABLISHED N.T.S.	W 57°25'	691.480	W 57°25'

MARK	M.E.A. COORDINATES		CLASS	P.U.	STATE	METHOD
	EASTING	NORTHING				
PH 10274	315 272.120	6 381 076.004	B	---	---	SKINS
SSM 54089	355 074.693	6 300 371.977	A	---	---	SKINS
SSM 54089	355 474.652	6 300 517.715	C	---	---	SKINS

DATE OF SKINS COORDINATES: 30/06/2020		M.E.A. DATUM: GDA 2020	
COMBINED SCALE FACTOR: 0.999849		M.E.A. ZONE: 56	

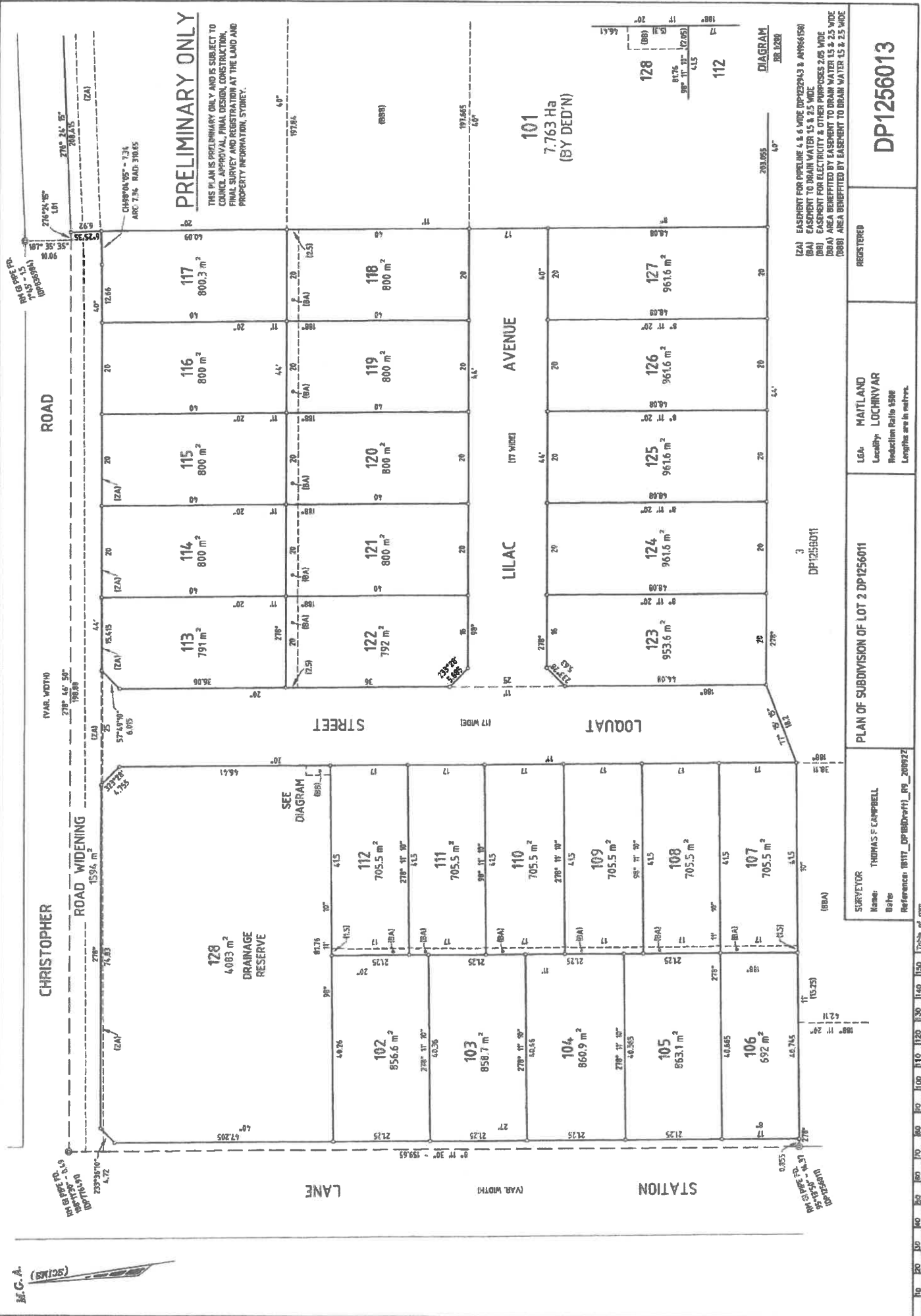
DP1256013

REBETTERED

LAND: MATTLAND
 Locality: LOCHINVAR
 Reduction Ratio: 1:1000
 Lengths are in metres.

PLAN OF SUBDIVISION OF LOT 2 DP1256011

SURVEYOR: THOMAS F CAMPBELL
 Name: THOMAS F CAMPBELL
 Date: 10/11/2019



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 STOREY.

(Z(A) EASEMENT FOR PIPELINE 4.8 & 6 WIDE (DP1256011 & AN986158)
 (B(A) EASEMENT TO DRAIN WATER 15 & 2.5 WIDE
 (B(B) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE
 (B(B) AREA BENEFITTED BY EASEMENT TO DRAIN WATER 15 & 2.5 WIDE
 (B(B) AREA BENEFITTED BY EASEMENT TO DRAIN WATER 15 & 2.5 WIDE

REGISTERED
 DP1256013

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

PLAN OF SUBDIVISION OF LOT 2 DP1256011

SURVEYOR Name: THOMAS F CAMPBELL
 Date: _____
 Reference: 18117_DP1256011_P3_200922

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200

PLAN FORM 6 (2019)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 5 sheet(s)
Office Use Only Registered: Title System:	PRELIMINARY ONLY <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.</small>	Office Use Only
PLAN OF SUBDIVISION OF LOT 2 DP1256011	LGA: MAITLAND Locality: LOCHINVAR Parish: GOSFORTH County: NORTHUMBERLAND	
<p style="text-align:center;">Survey Certificate</p> <p style="text-align:center;">THOMAS F CAMPBELL</p> <p>I, of Delfs Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on, of</p> <p>*(b) The part of the land shown in the plan (*being*excluding **..... LOT 101) 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>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X' - 'Y'.....</p> <p>Type: *Urban/*Rural-</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous-</p> <p>Signature: Dated:</p> <p>Surveyor Identification No: 8704</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <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>	
<p>Plans used in the preparation of survey/compilation.</p> <p>DP 717107 DP 776491 DP 1034974 DP 1132263 DP 1232943 DP 1256011</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><small>* Strike through if inapplicable</small></p>	
<p>Surveyor's Reference: 18117_DP1B(Draft)_R9_200922</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 ROADS & ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD SUBJECT TO THE EASEMENT FOR PIPELINE 4 & 6 WIDE (DP1232943 & AM966158).</p> <p>IT IS INTENDED TO DEDICATE LOT 128 TO THE PUBLIC AS DRAINAGE RESERVE.</p> <p style="text-align:center;">Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 5 sheet(s)		
Office Use Only	Office Use Only			
Registered:	PRELIMINARY ONLY			
PLAN OF SUBDIVISION OF LOT 2 DP1256011	<p>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> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals - See 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 			
Subdivision Certificate number :				
Date of Endorsement :				
SCHEDULE OF ADDRESSES				
LOT	STREET No.	ROAD NAME	ROAD TYPE	LOCALITY
101				LOCHINVAR
102				LOCHINVAR
103				LOCHINVAR
104				LOCHINVAR
105				LOCHINVAR
106				LOCHINVAR
107				LOCHINVAR
108				LOCHINVAR
109				LOCHINVAR
110				LOCHINVAR
111				LOCHINVAR
112				LOCHINVAR
113				LOCHINVAR
114				LOCHINVAR
115				LOCHINVAR
116				LOCHINVAR
117				LOCHINVAR
118				LOCHINVAR
119				LOCHINVAR
120				LOCHINVAR
121				LOCHINVAR
122				LOCHINVAR
123				LOCHINVAR
124				LOCHINVAR
125				LOCHINVAR
126				LOCHINVAR
127				LOCHINVAR
128				LOCHINVAR
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:-</p> <ol style="list-style-type: none"> 1. RESTRICTION ON THE USE OF LAND 2. EASEMENT TO DRAIN WATER 1.5 & 2.5 WIDE (BA) 3. RESTRICTION ON THE USE OF LAND 4. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE (BB) <p style="text-align: center;">If space is insufficient use additional annexure sheet</p>				
Surveyor's Reference: 18117_DP1B(Draft)_R9_200922				

Office Use Only

Registered:

Office Use Only

PRELIMINARY ONLY

**PLAN OF SUBDIVISION OF LOT 2
DP1256011**

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.

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.

.....
RICHARD KARL HVIRF

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18117_DP1B(Draft)_R9_200922

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 5 of 5 sheet(s)
Office Use Only		Office Use Only
Registered:		PRELIMINARY ONLY
PLAN OF SUBDIVISION OF LOT 2 DP1256011		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.
Subdivision Certificate number :		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals - See 195D <i>Conveyancing Act 1919</i> • Any Information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Date of Endorsement :		
<p>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.</p> <p>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 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 4734 no. 366 at</p>		
..... Attorney	 Attorney
..... 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]
..... Witness	 Witness
..... Print Name	 Print Name
.....	
..... Print Address	 Print Address
..... Date electronic signature affixed	 Date electronic signature affixed
<p># s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.</p> <p style="text-align: center;">If space is insufficient use additional annexure sheet</p>		
Surveyor's Reference: 18117_DP1B(Draft)_R9_200922		

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 8 sheets)

Plan: Plan of Subdivision of LOT 2 DP1256011 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

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	102 to 127 inclusive	Every other lot except lot 101 and lot 128
2	Easement to drain water 1.5 & 2.5 wide (BA)	107 108 109 110 111 112 118 119 120 121 122	Part of 3/1256011 designated (BBA) Part of 3/1256011 designated (BBA), 107 Part of 3/1256011 designated (BBA), 107, 108 Part of 3/1256011 designated (BBA), 107, 108, 109 Part of 3/1256011 designated (BBA), 107, 108, 109, 110 Part of 3/1256011 designated (BBA), 107, 108, 109, 110,111 Part of 101 designated (BBB) Part of 101 designated (BBB), 118 Part of 101 designated (BBB), 118, 119 Part of 101 designated (BBB), 118, 119, 120 Part of 101 designated (BBB), 118, 119, 120, 121
3	Restriction on the Use of Land	103, 106, 108, 109, 110, 113, 114, 117, 120, 121, 123, 124, 125, 126, 127	Maitland City Council & Part of 3/1256011 designated (BBC) on the Plan
4	Easement for electricity & other purposes 2.05 wide (BB)	128	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 8 sheets)

Plan: Plan of Subdivision of LOT 2 DP1256011 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 m² 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 80m²;

(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 8 sheets)

Plan: Plan of Subdivision of LOT 2 DP1256011 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 8 sheets)

Plan: Plan of Subdivision of LOT 2 DP1256011 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 8 sheets)

Plan: Plan of Subdivision of LOT 2 DP1256011 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 the party empowered to release, vary or modify the easement numbered 4 in the Plan:

Alpha Distribution Ministerial Holding Corporation

EXECUTED by

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

.....

Name:

Position:

.....

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 6 of 8 sheets)

Plan: Plan of Subdivision of LOT 2 DP1256011 covered by Subdivision Certificate dated

EXECUTED by:

RICHARD KARL HVIRF

.....
Signature

Electronic signature of me,
affixed by me, or at my direction on

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

.....
Signature of Witness

Electronic signature of me,
affixed by me, or at my direction on

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

.....

.....
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 7 of 8 sheets)

Plan: Plan of Subdivision of LOT 2 DP1256011 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 4734 no. 366

sign here
▶

sign here
▶

Attorney

Attorney

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 8 of 8 sheets)

Plan:

Plan of Subdivision of LOT 2 DP1256011 covered by
Subdivision Certificate
dated

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

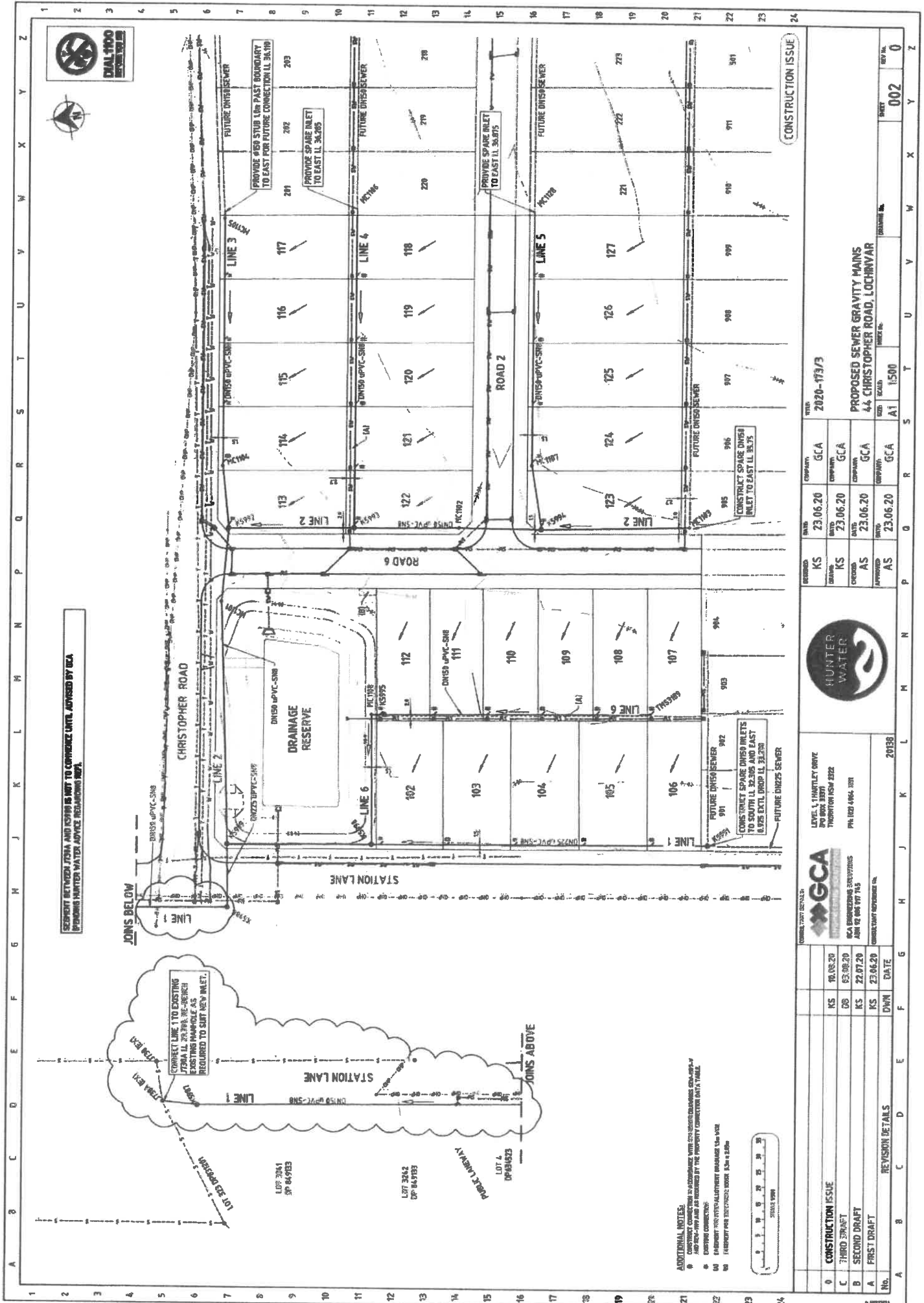
.....
Signature of delegate

.....
Signature of Witness

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

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

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



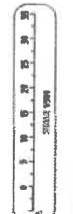
SEWER BETWEEN 170th AND 107th IS NOT TO COMMENCE UNTIL ADVISED BY GCA
 (PENDING HUNTER WATER ADVISE REGARDING 187th)

CONNECT LINE 1 TO EXISTING
 170th I.L. 34.250 RE-ANCHOR
 EXISTING MANHOLE AS
 REQUIRED TO SUIT NEW INLET.

CONSTRUCT SPARE DRENH
 INLET TO EAST I.L. 34.250

CONSTRUCT SPARE DRENH
 INLET TO EAST I.L. 34.250

ADDITIONAL NOTES:
 1. CONSTRUCT CONNECTION TO ACCORDANCE WITH LOCAL DRAINAGE CODES AND
 AND 100'-100' AND AS REQUIRED BY THE PROPERTY CONNECTION DATA TABLE.
 2. EXISTING CONNECTIONS
 3. EXISTING AND EXISTING WORK IS SHOWN



0	CONSTRUCTION ISSUE	DATE	2020-11/3
C	THIRD DRAFT	DATE	2020-11/3
B	SECOND DRAFT	DATE	2020-11/3
A	FIRST DRAFT	DATE	2020-11/3

NO.	REVISION DETAILS	DWN	DATE
1			20198

CONTRACT NO.	2020-11/3
CLIENT	HUNTER WATER
PROJECT	PROPOSED SEWER GRAVITY MAINS 44 CHRISTOPHER ROAD, LOCHNARVAR
DATE	2020-11/3
SCALE	A1 1:500
SHEET NO.	002
TOTAL SHEETS	0



STATE	KS	COUNTY	GCA
CITY	KS	CITY	GCA
ZIP	AS	ZIP	GCA
ADDRESS	AS	ADDRESS	GCA

CONTRACT NO.	2020-11/3
CLIENT	HUNTER WATER
PROJECT	PROPOSED SEWER GRAVITY MAINS 44 CHRISTOPHER ROAD, LOCHNARVAR
DATE	2020-11/3
SCALE	A1 1:500
SHEET NO.	002
TOTAL SHEETS	0

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



LAND
REGISTRY
SERVICES

Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/1256011

SEARCH DATE	TIME	EDITION NO	DATE
16/2/2021	12:16 PM	3	16/11/2020

LAND

LOT 2 IN DEPOSITED PLAN 1256011
AT LOCHINVAR
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF GOSFORTH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1256011

FIRST SCHEDULE

LOCHINVAR DOWNS PTY LTD

SECOND SCHEDULE (7 NOTIFICATIONS)

- 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 DP1256011 EASEMENT FOR ELECTRICITY PURPOSES 10 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1256011 RIGHT OF CARRIAGEWAY OVER TRACK IN USE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1256011 EASEMENT FOR DRAINAGE OF SEWAGE 2 & 11 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 AQ549242 MORTGAGE TO LAZARBEAM MEDIA

NOTATIONS

UNREGISTERED DEALINGS: PP DP1256013 PP DP1269482 PP DP1269483.

*** END OF SEARCH ***

2448

PRINTED ON 16/2/2021

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

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Received: 16/02/2021 12:16:53



**LAND
REGISTRY Title Search
SERVICES**



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 3/1256011

SEARCH DATE	TIME	EDITION NO	DATE
16/2/2021	12:19 PM	1	4/8/2020

LAND

LOT 3 IN DEPOSITED PLAN 1256011
AT LOCHINVAR
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF GOSFORTH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1256011

FIRST SCHEDULE

LOCHINVAR DOWNS PTY LTD

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AN52056 MORTGAGE TO RICHARD KARL HVIRF
- 3 AN876028 PLANNING AGREEMENT PURSUANT TO SECTION 7.6 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
- 4 DP1256011 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1256011 RIGHT OF CARRIAGEWAY OVER TRACK IN USE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1256011 EASEMENT FOR DRAINAGE OF SEWAGE 2 & 11 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

NOTATIONS

UNREGISTERED DEALINGS: PP DP1271229 PP DP1271230.

*** END OF SEARCH ***



NOTE:
ALL PENCING IS OLD TRIPPLE POST & 8 BARRS

(A) - EASEMENT FOR ELECTRICITY PURPOSES 90 MINS
(B) - EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
(C) - RIGHT OF CARRIAGEWAY OVER TRAIL IN USE (APPROXIMATE POSITION)
(D) - EASEMENT FOR DRAINAGE OF SERVICE 2 & 11 MINS
(E) - EASEMENT FOR PAVEMENT 6 & 8 MINS (DP135583 & 135584)

FROM	TO	BEARING	DISTANCE	BEARING	DISTANCE
SM 02004	PH 14874	85° 57' 27"	1.9148	85° 57' 27"	0.9158
SM 02004	SM 14874	201° 35' 14"	1.3934	201° 35' 14"	0.9446
SM 02004	SM 02004	317° 07' 57"	1.1077	317° 07' 57"	0.9593

MARK	MGA COORDINATES		CLASS	PU	STATE	METHOD
	EASTING	NORTHING				
SM 02004	393 272.430	6 391 698.924	B	-	FOUND	SCANS
SM 14874	393 074.849	6 390 357.977	A	-	FOUND	SCANS
SM 02004	393 074.849	6 390 357.975	C	-	FOUND	SCANS

DATE OF SCANS COORDINATES: 30/06/2020 MGA ZONE: 56 MGA DATUM: GDA 2020
COMBINED SCALE FACTOR: -0.999649




SURVEYOR
Name: THOMAS F CAMPBELL
Date: 30/06/2020
Reference: WIT10A

PLAN OF SUBDIVISION OF LOT 310 DP10324974

LGA: MAITLAND
Locality: LOCHINVAR
Production Date: 03/08/2020
Lengths are in metres.



DP1256011

PLAN FORM 6 (2019)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Registered:  4/08/2020 Title System: TORRENS	DP1256011	Office Use Only
PLAN OF SUBDIVISION OF LOT 310 DP1034974	LGA: MAITLAND Locality: LOCHINVAR Parish: GOSFORTH County: NORTHUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> <p>I, THOMAS F CAMPBELL of Delia Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 30/06/2020, or</p> <p>*(b) The part of the land shown in the plan (being excluding ...) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 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>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X' - 'Y'</p> <p>Type: Urban*Rural</p> <p>The terrain is Level Undulating / *Steep Mountainous.</p> <p>Signature:  Dated: 1/07/2020</p> <p>Surveyor Identification No: 8704 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <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>	
<p style="text-align: center;">Subdivision Certificate</p> <p>I, ROBYN HAWES *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 of reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number:</p> <p>Consent Authority: Maitland City Council</p> <p>Date of endorsement: 14.7.20</p> <p>Subdivision Certificate number: 180456</p> <p>File number: DA18 0456</p> <p><small>* Strike through if inapplicable</small></p>		
Plans used in the preparation of survey/compilation. DP 717107 DP 778491 DP 1034974 DP 1132263 DP 1232943	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.	
Surveyor's Reference: 18117(1A)	Signatures, Seals and Section 86B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 3 sheet(s)
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Office Use Only Registered: 4/08/2020	Office Use Only <h1 style="text-align: center; margin: 0;">DP1256011</h1>
PLAN OF SUBDIVISION OF LOT 310 DP1034974	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals - See 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate number : <u>180456</u> Date of Endorsement : <u>14.7.20</u>	

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

1. EASEMENT FOR ELECTRICITY PURPOSES 10 WIDE (AA)
2. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (BA)
3. RIGHT OF CARRIAGEWAY OVER TRACK IN USE (CA)
4. EASEMENT FOR DRAINAGE OF SEWAGE 2 & 11 WIDE (DA)

SHEDULE OF ADDRESSES

LOT	STREET No.	ROAD NAME	ROAD TYPE	LOCALITY
1	44	CHRISTOPHER	ROAD	LOCHINVAR
2	30 30	CHRISTOPHER	ROAD	LOCHINVAR
3	101 101	CHRISTOPHER STATION	ROAD LANE	LOCHINVAR

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


Name: Geoffrey William O'Shea
 Position: DIRECTOR

Name: BRADLEY STEWART EVERETT
 Position: DIRECTOR

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18117(1A)

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)
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<p style="text-align: right;">Office Use Only</p> <p>Registered:  4/08/2020</p> <p>PLAN OF SUBDIVISION OF LOT 310 DP1034974</p> <p>Subdivision Certificate number : 190456</p> <p>Date of Endorsement : 14.7.20</p>	<p style="text-align: right;">Office Use Only</p> <p style="font-size: 24pt; text-align: center;">DP1256011</p> <p><small>This sheet is for the provision of the following information as required:</small></p> <ul style="list-style-type: none"> • 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.
---	--



RICHARD KARL HVIRF

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18117(1A)

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.

ePlan (Sheet 1 of 5 sheets)

Plan: **DP1256011**

Plan of Subdivision of LOT 310 DP1034974 covered by
 Subdivision Certificate **180456**
 dated **14.7.20**

Full name and address
 of the owner of the land:

Lochinvar Downs PTY LTD
 (ACN 622 571 831)
 1 Hartley Drive
 Thomton 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	Easement for electricity purposes 10 wide (AA)	2	1
2	Easement for drainage of water variable width (BA)	3	Maitland City Council
3	Right of carriageway over track in use (CA)	2, 3	1
4	Easement for drainage of sewage 2 & 11 wide (DA)	2, 3	1

PART 2 - TERMS

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

Terms for the easement for electricity purposes are as per Schedule 8 (Part 9) of the Conveyancing Act 1919.

This easement ceases to apply once the dominant tenement is connected to a future underground electricity network, and Robert Road is extended to the dominant tenement.

Req:R440287 /Doc:DP 1256011 B /Rev:04-Aug-2020 /NSW LRS /Pgs:ALL /Prt:05-Aug-2020 08:09 /Seq:2 of 5
© Office of the Registrar-General /Src:INFORMATION /Re:1511711

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.

ePlan (Sheet 2 of 5 sheets)

Plan: **DP1256011**

Plan of Subdivision of LOT 310 DP1034974 covered by
Subdivision Certificate **180456**
dated **14.7.20**

- 2. 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 Robert Road is extended to the dominant tenement.

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

Terms for the easement for drainage of sewage are as per Schedule 8 (Part 4) of the Conveyancing Act 1919.

This easement ceases to apply once the dominant tenement is connected to Hunter Waters sewer 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.

ePlan (Sheet 3 of 5 sheets)

Plan: **DP1256011**

Plan of Subdivision of LOT 310 DP1034974 covered by
Subdivision Certificate **180456**
dated **14.7.20**

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

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

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

285 HIGH STREET MAITLAND
.....

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



Req:R440287 /Doc:DP 1256011 B /Rev:04-Aug-2020 /NSW LRS /Sys:ALL /Ext:05-Aug-2020 08:09 /Seq:4 of 8
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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.

ePlan (Sheet 4 of 5 sheets)

Plan: **DP1256011**

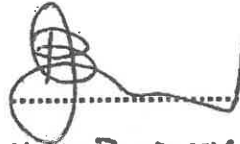
Plan of Subdivision of LOT 310 DP1034974 covered by
Subdivision Certificate **180456**
dated **14.7.20**

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


.....

Name: **Geoffrey William O'Shea**

Position: **DIRECTOR**


.....

Name: **BRADLEY STEWART EVERETT**

Position: **DIRECTOR**

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.

ePlan (Sheet 5 of 5 sheets)

Plan: **DP1256011**

Plan of Subdivision of LOT 310 DP1034974 covered by
Subdivision Certificate 180456
dated 14.7.20

EXECUTED by:

RICHARD KARL HVIRF

RK Hvirf
.....
Signature

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

WA Curtis
.....
Signature of Witness

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

7+12, 50 PEELO
.....
RATING PROKET 83150
.....
Address of Witness (BLOCK LETTERS)

REGISTERED  4/08/2020

f *AD*

Req:R655545 /Doc:DL AM966158 /Rev:15-Dec-2017 /NSW LRS /Pgs:ALL /Prt:15-Jul-2019 14:16 /Seq:1 of 4
Office of the Registrar-General /Src:INFOTRACK /Ref:1819



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	Dominant Tenement
	Folio Identifier 310/1034974	Easement in Gross pursuant to s 88A Conveyancing Act 1919

(B) LODGED BY	Document Collection Box 47 V	Name, Address or DX, Telephone, and Customer Account Number if any H.P. Allen & Co. LLPN 123012 E DX 437 Sydney Ph 8232 3652	CODE TG
	Reference: HW2009-1837		

(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.

out of the servient tenement and appurtenant to the dominant tenement.

(F) *RWA* Encumbrances (if applicable): Stockland Development Pty Limited

(G) TRANSFEREE
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: **RAJAN KETH WARR**
Address of witness: **247 HIRI 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 HENRI**
Address of witness: **36 Honeysuckle Drive
Newcastle NSW 2300**

Signature of attorney: *[Signature]*
Attorney's name: **Peter James Kenbrey**
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.

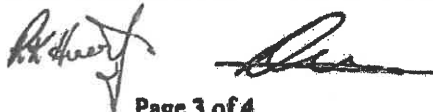
4 The Burdened Owner acknowledges that ownership of any Pipeline or other Ancillary Works located in the Easement Site remains with Hunter Water.

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

247 HIGH ST MAITLAND
.....
Address of Witness

SCHULTZ
.....
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

[Signature]
.....
Attorney Signature

[Signature]
.....
Witness Signature

MARK RAYMOND HICKEY
.....
Name of Witness

316 HONEYBUCKLE DRIVE
.....
Address of Witness
NEWCASTLE 2300

Req:R655550 /Doc:DL AN876028 /Rev:23-Nov-2018 /NSW LRS /Pgs
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Form: IIR
Release: 4.3

REQUEST
New South Wales
Real Property Act 1900



AN876028L

PRVACY 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 28A LLPN: 124247U SAI GLOBAL Property DX 885 SYDNEY 02 8210 0700 Reference: HUNTER, JAGGIST	CODE R
(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:
Address of witness:

Authorised officer's name: See Annexure A
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 signed identifying documentation.
ALL HANDWRITING MUST BE IN BLOCK CAPITALS Page 1 of 29 1708

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.

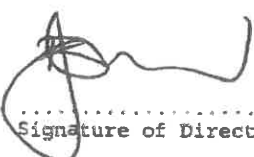
Signature of witness: 

Signature of authorised officer:

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

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

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 Grugeon
Name of Director in full

Annexure B

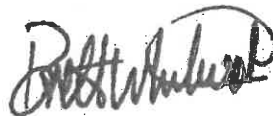
Planning Agreement

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)



Voluntary Planning Agreement 2018/9284 – Lochinvar Ridge Pty Ltd

Table of contents

1.	Definitions and Interpretation	4
1.1	Definitions.....	4
1.2	Interpretation.....	6
2.	Operation and application of this deed	7
2.1	Operation.....	7
2.2	Planning agreement under the Act.....	7
2.3	Application.....	7
3.	Application of sections 7.11, 7.12 and 7.24 of the Act	8
4.	Development Contribution	8
4.1	Developer to provide Development Contribution.....	8
4.2	Special Infrastructure Contribution.....	8
4.3	Acknowledgement.....	8
5.	Interest	9
5.1	Interest for late payment.....	9
6.	Enforcement	9
6.1	Developer to provide Security.....	9
7.	Registration	9
7.1	Registration of deed.....	9
7.2	Evidence of registration.....	9
7.3	Release and discharge of deed.....	10
7.4	Interest in Land.....	10
7.5	Right to lodge caveat.....	10
8.	Dispute Resolution	10
8.1	Not commence.....	10
8.2	Written notice of dispute.....	10
8.3	Attempt to resolve.....	10
8.4	Mediation.....	11
8.5	Court proceedings.....	11
8.6	Not use information.....	11
8.7	No prejudice.....	11
9.	GST	11
9.1	Definitions.....	11
9.2	Intention of the parties.....	11
9.3	Reimbursement.....	11
9.4	Consideration GST exclusive.....	12
9.5	Additional Amounts for GST.....	12
9.6	Non monetary consideration.....	12
9.7	Assumptions.....	12
9.8	No merger.....	12
10.	Assignment and transfer	12
10.1	Right to assign or novate.....	12
10.2	Right to transfer Land.....	13
10.3	Replacement Security.....	13

11. Capacity.....	13
11.1 General warranties	13
11.2 Power of attorney	13
12. Reporting requirement.....	14
13. General Provisions	14
13.1 Entire deed.....	14
13.2 Variation.....	14
13.3 Waiver	14
13.4 Further assurances.....	14
13.5 Time for doing acts.....	14
13.6 Governing law and jurisdiction	15
13.7 Severance	15
13.8 Preservation of existing rights	15
13.9 No merger	15
13.10 Counterparts	15
13.11 Relationship of parties	15
13.12 Good faith	15
13.13 No fetter.....	15
13.14 Explanatory note.....	16
13.15 Expenses and stamp duty	16
13.16 Notices	16
Schedule 1.....	17
Schedule 2.....	19
Schedule 3.....	20
Schedule 4.....	21
Schedule 5.....	22
Schedule 6.....	23
Schedule 7: proposed plan of subdivision	26

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.

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

Table 2 – Other matters

Requirement under the Act	This deed
Registration of the Planning Agreement – (section 7.6 of the Act)	Yes (see clause 7)
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)	No
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)	No
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)	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

Developer

Contact: Brad Everett
Address: 1 Hartley Drive, Thornton NSW 2322
Email: 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)

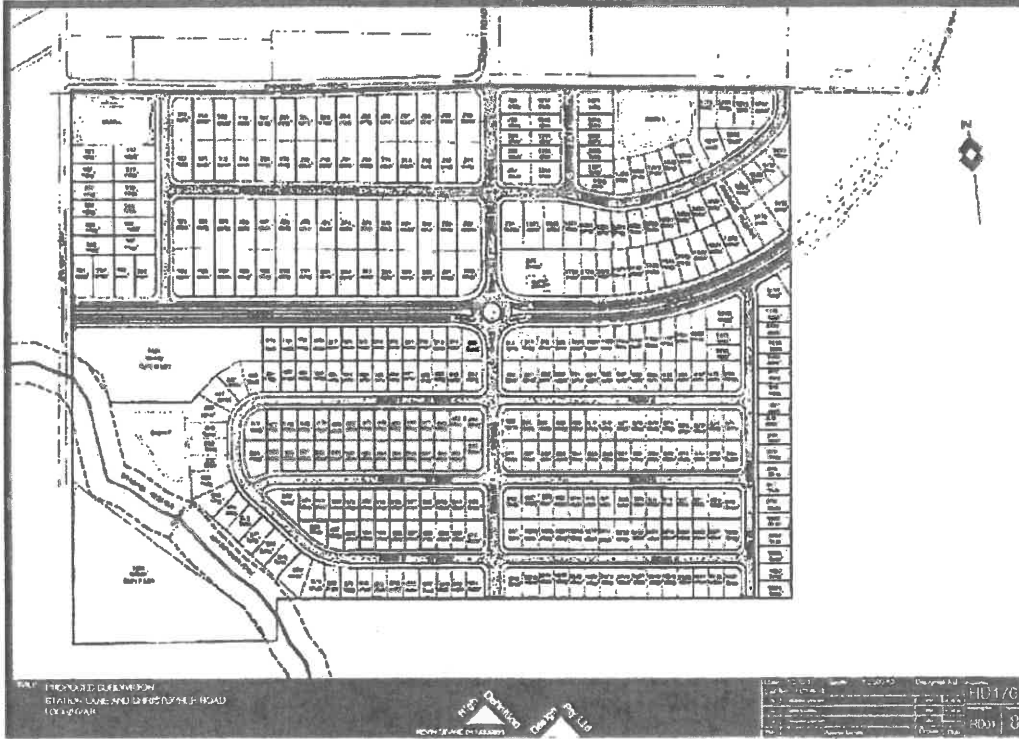
1. The net developable area of a part of the Land (*the net developable area for the proposed subdivision*) is the area of land, in hectares, shown on the proposed plan of subdivision (that is, the area to which the relevant application for a subdivision certificate for that part of the Land relates), 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*.



Schedule 7: proposed plan of subdivision
(INDICATIVE ONLY – this plan does not describe the land subject to this agreement)



Brett Whitlock

[Handwritten initials]

Execution page

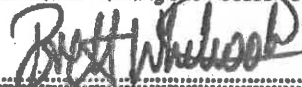
Executed as a deed

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

Name of witness in full

BRETT WHITWORTH

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

Name of Sole Director and Secretary in full

BRADLEY STEWART EVERETT

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)



Certificate No.: PC/2021/460

Certificate Date: 16/02/2021

Fee Paid: \$53.00

Receipt No.: 927970

Your Reference: 2448

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

APPLICANT:	Infotrack ecertificates@infotrack.com.au
PROPERTY DESCRIPTION:	101 Station Lane LOCHINVAR NSW 2321
PARCEL NUMBER:	100604
LEGAL DESCRIPTION:	Lot 3 DP 1256011

IMPORTANT: Please read this Certificate carefully.

This Certificate contains important information about the land described above.

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

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

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

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

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

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

PART 1: MATTERS PROVIDED PURSUANT TO SECTION 10.7 (2)**1. Local Environmental Plan (LEP)**

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

Exhibited draft Local Environmental Plans

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

Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

Development Control Plan prepared by the Director General

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

State Environmental Planning Policies

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

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

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

Draft State Environmental Planning Policies

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

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

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

2. Zoning and land use under relevant LEPs

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

R1 General Residential

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

R1 General Residential

a) Purpose/Objective

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

b) Permitted with Consent

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

c) Permitted without Consent

Home occupations

d) Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial

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

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

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

f) Critical Habitat

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

g) Conservation Area

The land IS NOT in a Heritage Conservation Area.

h) Item of Environmental Heritage

The land does NOT contain an Item of Environmental Heritage.

3. Complying Development

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Coal Mine Subsidence Compensation Act 2017

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

6. Road widening and road realignment

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

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

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

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

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

7A. Flood Related Development Controls

285 - 287 High Street
Maitland NSW 2320

t 02 4934 9700
f 02 4933 3209

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

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

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

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

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

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

8. Land Reserved for Acquisition

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

9. Contribution Plans

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

- Maitland S94A Levy Contributions Plan 2006
- Lochinvar S94 Contribution Plan 2013
- Maitland City Wide Section 94 Contributions Plan 2016

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

9A. Biodiversity Certified Land

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

10. Biodiversity Stewardship Sites

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

10A. Native Vegetation clearing set asides

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

11. Bushfire Prone Land

The land is NOT identified as being bushfire prone land.

12. Property vegetation plans

The Council has not received any notification from Hunter Local Land Services that this land is affected by a property vegetation plan under Part 4 of the Native

Vegetation Act 2003 (and that continues in force).

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

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

14. Directions under Part 3A

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

15. Site Compatibility Certificate and Conditions for Seniors Housing

a) Site Compatibility Certificate

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

b) Conditions of Development Consent since 11 October 2007

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

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

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

17. Site compatibility certificates and conditions for affordable rental housing

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

18. Paper subdivision information

There is no development plan that applies to the:

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

19. Site verification certificates

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

20. Loose-fill asbestos insulation

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

21. Affected building notices and building product rectification orders

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

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

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

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

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

Contaminated Land

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



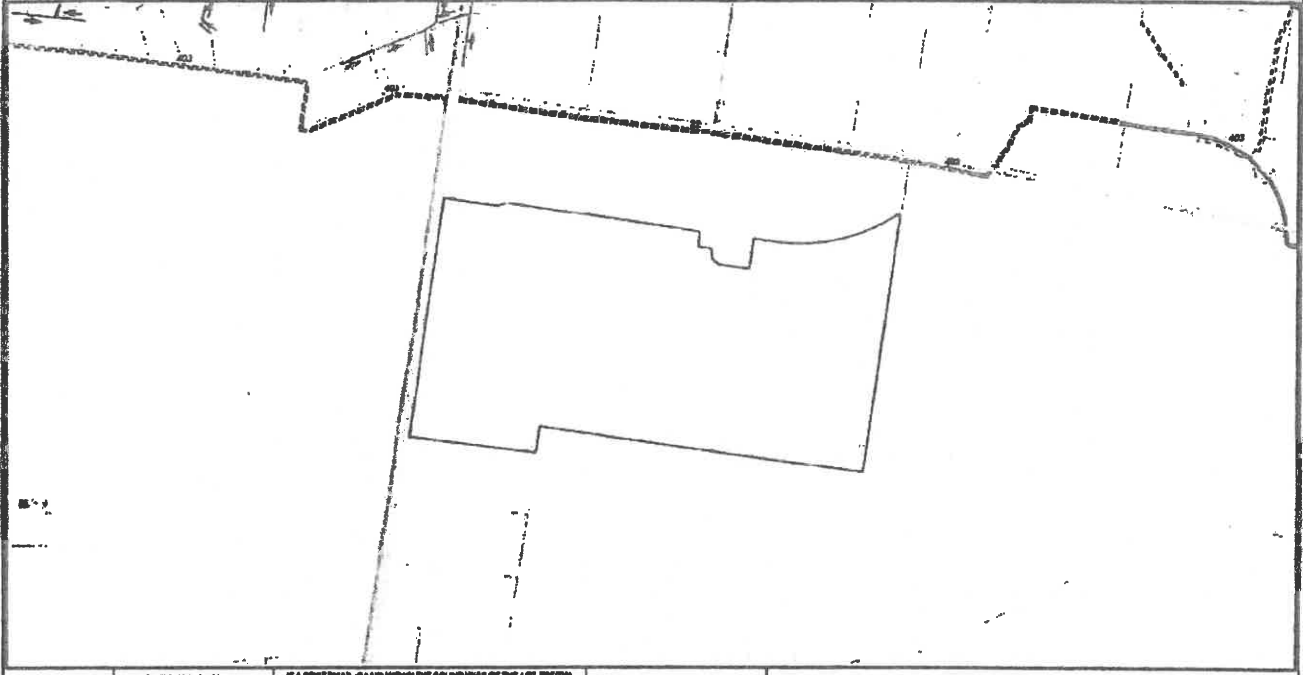
David Evans
General Manager

285 - 287 High Street
Maitland NSW 2320

t 02 4934 9700
f 02 4933 3209

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

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

	HUNTER WATER CORPORATION A.B.N. 49 228 813 448 SERVICE LOCATION PLAN - NOT LIABLE Enquiries 1300 657 657		APPLICATION NUMBER 1286867 APPLICANT NAME <i>JobTrack</i> RATEABLE PREMISE NO: 7842432007 PROPERTY ADDRESS: 101 STATION LANE LOCHINVAR 2321 LOT/SECTION OF SP: 3/DP 1286811	APPLICANT REF. N 2317 101 STATION LOCHINVAR NSW
				
Date: 26/11/2020 Scale: 1:1,000	CONTROL WORKS UP OF LOW WATER LEVELS & SHORELINE PROTECTION	IF A SERVICE MAIN IS Laid WITHIN THE BOUNDARIES OF THE LOT, SPECIAL REQUIREMENTS FOR THE PROTECTION OF THE SERVICE MAIN APPLY IF THE SERVICE MAIN IS UNDERGROUND. IN THESE CASES, IT IS RECOMMENDED THAT YOU OBTAIN ADVISE ON THE SPECIAL REQUIREMENTS PRIOR TO PLUMBING. PHONE 020 951 851 FOR MORE INFORMATION. A SERVICE MAIN AND WATERMAIN IS NOT AVAILABLE TO WHICH THE PROPERTY CAN BE CONNECTED.	SHOWS POSITION APPROXIMATE ONLY SUBJECT PROPERTY BOUNDARY IS A REQUIREMENT TO THE SITE PLAN	IMPORTANT IF THIS PLAN INDICATES A SEWER CONNECTION IS AVAILABLE OR PROPOSED FOR THE SUBJECT PROPERTY, IT IS THE OBLIGATION OF THE APPLICANT TO OBTAIN NECESSARY PERMITS FROM THE LOCAL COUNCIL TO ENSURE THE SEWER IS PRACTICABLE TO BE CONNECTED FROM ALL PARTS OF THE PROPERTY TO THAT CONNECTION ANY INFORMATION ON THIS PLAN IS NOT BE UP TO DATE AND THE CORPORATION HAS NO RESPONSIBILITY FOR ITS ACCURACY.



Revenue

Enquiry ID	3419886
Agent ID	81429403
Issue Date	16 Feb 2021
Correspondence ID	1720332640
Your reference	2448

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

Purchaser Copy

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D1256011/3	101 STATION LANE LOCHINVAR 2321	\$2 290 000

There is **land tax** (which may include surcharge land tax) charged on the land up to and including the 2021 tax year.

As the certificate has issued with a charge, the owner of the land will need to arrange for the charge to be removed.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'S Johnston'.

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.

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.

Contact details



Read more about Land Tax and use our online service at 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.



Revenue

Enquiry ID 3419886
Agent ID 81429403
Issue Date 16 Feb 2021
Correspondence ID 1720332640
Your reference 2448

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

Vendor Copy

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D1256011/3	101 STATION LANE LOCHINVAR 2321	\$2 290 000

There is **land tax** (which may include surcharge land tax) charged on the land up to and including the 2021 tax year.

As the certificate has issued with a charge, the owner of the land will need to arrange for the charge to be removed.

The owner:

- if **not registered** for land tax. Go to www.revenue.nsw.gov.au, login by using Client ID: 159075697 and Correspondence ID: 1720332632 to register; OR
- if **registered** for land tax. Go to www.revenue.nsw.gov.au, login by using their Client ID and Correspondence ID as shown on their most recent assessment notice;
- will need to enter the details of all the land owned and claim any applicable exemptions;
- will receive an assessment and should pay the amount due shown on the assessment notice;
- can then update the certificate through their Client Service Provider (CSP), or online at www.revenue.nsw.gov.au allowing sufficient time for the payment to be processed.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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- 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.

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Contact details



Read more about Land Tax and use our online service at 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.

DEED OF VARIATION

PARTIES

(a) Lochinvar Downs Pty Ltd ACN 622 571 831 ATF Lochinvar Downs Unit Trust ABN 59 357 374 234.

AND

Scott Andrew Hayes and Courtney Heather Hayes

Date 21/03/2023

**Hunter Law
1 Hartley Drive
Thornton NSW 2322
PO Box 3042
Thornton NSW 2322
Email: priscilla@hunterlawyers.com**

Ref: PK:MM:2462

- (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
- (g) References to a party are intended to bind their executors, administrators and permitted transferees; and
- (h) Obligations under this deed affecting more than one party bind them jointly and each of them severally.

2. Variation

The parties agree on the date of this Deed to vary the Contract as follows:

- (a) The Plan Registration Sunset Date be amended to be 30 September, 2024.
- (b) The following clause be inserted into the Contract:
 - (i) **Electronic execution and exchange**
The parties acknowledge that the contracts, notices and deeds regarding the Property can be executed electronically including by virtue of a document platform such as DocuSign and that electronic exchange by virtue of providing documents (including scanned wet signatures and electronic signatures) is acceptable for contracts and deeds regarding the Property. Notices can be served regarding the Property and Contract via email.
- (c) The vendor is known as Lochinvar Downs Pty Ltd ACN 622 571 831 ATF Lochinvar Downs Unit Trust ABN 59 357 374 234.

3. Notices

A communication required by this deed, by a party to another, must be in writing and may be given to them by being:

- (a) Delivered personally; or
- (b) Posted to their address specified in this deed, or as later notified by them, in which case it will be treated as having been received on the second business day after posting; or
- (c) Faxed to the facsimile number of the party with acknowledgment of receipt received electronically by the sender, when it will be treated as received on the day of sending; or

(d) Sent by email to their email address, when it will be treated as received on that day.

4. Counterparts

This deed may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the deed will be the date on which it is executed by the last party.

Executed as a Deed

EXECUTED for and on behalf of Lochinvar
Downs Pty Ltd ACN 622 571 831 ATF
Lochinvar Downs Unit Trust
ABN 59 357 374 234 in accordance with
Section 127(1) of the Corporations Act 2001
by authority of:

DocuSigned by:

B39D8ED6E4BB43A...

Signature of Director/Secretary

Bradley Stewart Everett

Name of Director/Secretary

DocuSigned by:
Geoffrey William O'Shea
48188106670E401

Signature of Director/Secretary


Geoffrey William O'Shea

Name of Director/Secretary

Signed, sealed and delivered by the said
Scott Andrew Hayes and Courtney
Heather Hayes


Purchaser Signature

Hayes
Purchaser Signature


Witness Signature and Name.


Witness Signature and Name.