

Contract for the sale and purchase of land 2022 edition

| | | |
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| TERM | MEANING OF TERM | NSW DAN: |
| vendor's agent | Valley Estate Agents Valley Real Estate 444a High Street Maitland NSW 2320 | phone: 0418 210 384 email: callum@valleyestateagents.com.au ref: Callum Ansell |

co-agent**vendor****vendor's solicitor**

| | | |
|---|--|-------------|
| date for completion | 35 days after the contract date | (clause 15) |
| land (address, plan details and title reference) | 3 TRIMBY CL EAST MAITLAND NSW 2323 Lot 224 DEPOSITED PLAN 1288405 Folio Identifier 224/1288405 | |

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| improvements | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies |
| | <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space |
| | <input checked="" type="checkbox"/> none <input checked="" type="checkbox"/> other: Vacant Land |

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| attached copies | <input type="checkbox"/> documents in the List of Documents as marked or as numbered: |
| | <input type="checkbox"/> other documents: |

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

| | |
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| 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

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

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

| | |
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| <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</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>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</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p> |

ChoicesVendor 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*☒ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate): \$Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

| General | Strata or community title (clause 23 of the contract) |
|--|--|
| <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" 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 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 type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate | <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>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>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60 |

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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| 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 –

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

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| <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 *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 *serving 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 *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 4.8 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 *serving* 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.

These are the Special Conditions to the Contract for Sale of Land for:

31. Alterations to printed form

- (a) Clause 7.1.1 is deleted;
- (b) Clause 10.1 is amended by including the words “or delay completion” after the word “terminate”;
- (c) Clause 10.1.8 and 10.1.9 are amended by substituting the word “existence” for “substance”;
- (d) Clause 10.2 is amended by adding the words “or delay completion” after the word “rescind”;
- (e) Clause 14.2 is varied by the addition of the following after the word “completion”: -
“The amounts and figures for water consumption furnished by the relevant water rating authority, even if estimated or provisional, will be conclusive for the purposes of this adjustment”;
- (f) Clause 16.5 is amended by deleting the words “plus another 20% of that fee”;
- (g) In clause 25.1.1 delete the word “limited”;
- (h) Clause 25.7 is deleted.

32. Real Estate Agency

The purchaser indemnifies and agrees that at all times for the maximum period permitted by law to indemnify and keep indemnified the vendor from and against any claim, commission, charge, expense, action, suit, proceeding, cost or demand of any kind by any real estate agent or employee of such real estate agent (other than the vendor’s agent named in this contract, if any) who establishes that the purchaser was introduced to the vendor or to the property by any other agent or employee of him. This right does not merge on completion.

33. Notice to Complete

In the event that completion does not take place by the Completion Date, then the party who is ready, willing and able to complete and is not in default may serve the other party with a notice in writing requiring completion to take place not less than fourteen (14) days from (and including) the date of service of the notice and, for the purposes of this contract, time will then become and be deemed to be of the essence for the purposes of completion. The parties agree that a Notice to Complete of such duration is considered as being reasonable and sufficient to render the time for completion essential.

34. Late completion

Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor’s default) on or before the Completion Date then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion of this contract pay to the vendor interest on the balance of the purchase price at the rate of 8% per annum calculated daily commencing on the Completion Date and continuing until completion of this contract together with the sum of \$275.00 (incl. GST) for legal costs incurred as a consequence of the delay. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion. Payment of interest in accordance with this Special Condition is an essential term of this contract.

35. Warranties

The purchaser acknowledges:

- (a) The purchaser has relied entirely upon his own inspection of the property and the improvements;
- (b) That the vendor has not made and does not make any representation or warranty as to the state of repair or condition of such items; and
- (c) The property, together with any improvements thereon, is sold in its present state of condition and repair.

- (d) The Purchaser confirms and acknowledges that they buy the property as is and are not relying on any warranties or representations made to the Purchaser by the Vendor or on behalf of the Vendor which is not contained in this Contract.
- (e) The Purchaser will not make any requisition, objection or claim upon the Vendor to carry out any repairs to the property, or to any furnishings and chattels, assume any liability towards, or payment of any monies relative to a work order or decision of any statutory authority, Owners Corporation or Local Council made after the date of this contract nor effect any treatment for pest infestation.

36. Claim for Compensation

Notwithstanding the provision of clauses 6, 7 and 8 the parties expressly agree that any claim for compensation will be deemed to be an objection or requisition for the purposes of clause 8. The parties agree that the vendor will have the right to rescind under clause 8 if the vendor is unable or unwilling to comply with the requisition, regardless of the grounds.

37. Capacity

If at any time prior to completion the vendor or purchaser (and if more than one person comprises that party then any one of them):

- (a) dies or becomes mentally ill, or
- (b) being a company has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed or enters into any deed of company arrangement or scheme or arrangement with its creditors

then either party may at any time rescind this agreement by notice in writing served on the other party in accordance with clause 19.

38. Adjustments

The parties agree that if, on completion any apportionment of payments due to be made under this contract is overlooked, or incorrectly calculated, they will directly upon being requested to do so by the other party, make a correct calculation and reimburse each other accordingly after settlement. The provisions of this clause shall not merge on completion.

39. Mortgage and Encumbrances

The purchase will not require the vendor to withdraw any caveat or discharge any mortgage affecting the property prior to completion.

40. Foreign Acquisition and Takeovers Act 1975

- (a) If the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval or an indication of non-objection under the Foreign Acquisitions and Takeovers Act 1975 or any real estate policy guidelines of the Commonwealth Government and/or the approval or certification of the Treasurer under the Foreign Acquisitions and Takeovers Regulations 1989 to enter into this contract then the Purchaser hereby warrants that it has obtained the approval or certification of the Treasurer or has received a statement of non-objection.
- (b) The Purchaser acknowledged and agrees that if the above warranty is false or untrue in any respect whatsoever the Purchaser hereby indemnifies and keeps indemnified the Vendor against any loss which the Vendor may suffer as a result of the Vendor having relied on this warranty when entering into this contract including any consequential loss which the Vendor may sustain.

41. Vendor's Rights

The Vendor and Purchaser agree that in the event this Contract is exchanged otherwise than by the Vendor's Solicitor, the Vendor shall be entitled to rescind the Contract by serving Notice on the Purchaser or their representative, within two (2) business days of the Vendor's Solicitor receiving the exchanged Contract. In the event that the Vendor rescinds pursuant to this Special Condition, the provisions of clause 19 shall apply.

42. Contract Alterations

Each party (the warrantor) warrants to the other party that any alteration made to the counterpart contract signed by the warrantor, either before or after such signature, has been made by or with the authority of the warrantor and indemnifies the other party against any breach of this warranty.

43. Deposit Bond

In this clause "Deposit Bond" means a Deposit Guarantee Bond issued to the Vendor by a Guarantor at the request of the Purchaser, as agreed between the Vendor and Purchaser. The delivery to the

Vendor's Solicitor of a Deposit Bond which binds the Guarantor to the Vendor will, subject to this clause, be deemed for the purposes of this contract to be payment of the deposit to the deposit holder and:

- (a) On completion the Purchaser will pay the amount stipulated in the Deposit Bond to the Vendor or as the Vendor directs by Bank Cheque; and
- (b) If the Vendor serves a notice in writing on the Purchaser claiming a forfeit by the Purchaser of the deposit then that notice will operate as a demand upon the Purchaser for immediate payment of the deposit (or so much of the deposit that has not been paid) and upon failure of the Purchaser to pay same by Bank Cheque within two (2) business days of service of the notice the Vendor will be entitled to demand payment from the Guarantor in accordance with the provisions of the Deposit Bond.

44. Payment of Deposit

If a cooling off period applies to this contract, the purchaser will pay the depositholder in two instalments as follows:

- (a) 0.25% of the purchase price to be paid on the making of this contract; and
- (b) the balance of the deposit on or before the expiry of the cooling off period;
- (c) payment of the deposit is essential in this respect.

45. Payment of Deposit less than 10%

If the vendor on the making of this contract agrees to payment of the deposit by instalments, then despite any other provision in this contract the deposit referred to on the front page will remain at ten percent (10%) of the purchase price.

The purchaser acknowledges that the vendor has agreed to accept the deposit by instalments at the purchaser's request in earnest of the bargain of this contract and its performance. The purchaser acknowledges that it is an essential term of this contract that the vendor be entitled to recover from the purchaser the full ten percent (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.

46. Sewer Service Diagram

For the purposes of Schedule 1 Conveyancing (Sale of Land) Regulation 2017 (NSW), the attached Service Service Diagram issued by Hunter Water is the only diagram available in the ordinary course of administration.

47. Entire Agreement

The Purchaser acknowledges that they do not rely on any other letter, document, correspondence or representation whether oral or in writing, as adding to or amending the terms, conditions, warranties and arrangement set out in this Contract.

48. Counterpart and electronic contracts

This Contract may be signed in any number of counterparts with the same effect as if the signature to each counterpart were on the same instrument.

Execution by the parties of the Contract by email or electronically via Docusign and transmission of the executed Contract by either of those means will constitute a valid and binding execution of this Contract by such party or parties.

For the purposes of the *Electronic Transactions Act 2000* (NSW) and the *Electronic Transactions Act 1999* (CTH) each party consents to the electronic exchange and completion of this contract and any notices to be served or received under this contract.

The other party will not make any claim, rescind, terminate or delay settlement for any matter raised within this condition.

49. Requisitions

The purchaser agrees that the only form of general requisitions on title the purchaser may make pursuant to clause 5 of the printed contract will be the Requisitions on Title annexed as Annexure "A". Requisitions provided for in this clause will be deemed to be served by the Purchaser on the date of this contract.

50. Personal Guarantee

If the Purchaser is a company the directors of the company hereby enter into the following guarantee and indemnity:

I/We

("the Guarantor(s)") being director(s) of ACN

a Company incorporated in the State of New South Wales ("the Company") in consideration of the Vendor at our request agreeing to sell the property described in this Contract to the Company do guarantee to the Vendor the due and punctual performance by the Company of all the terms and conditions of this contract and do further covenant and agree that I/we will indemnify and keep the Vendor indemnified against any loss and damage howsoever arising which the Vendor may suffer I consequence of any failure of the Company to perform its obligations under this Contract. The Guarantor acknowledges prior to execution that he has read and understood the Contract in its entirety as evidenced by his signature.

.....
signature

.....
signature

.....
print name
sole director/secretary

.....
print name
director/secretary



FOLIO: 224/1288405

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|----------|
| ----- | ---- | ----- | ---- |
| 26/6/2024 | 8:22 AM | 2 | 2/2/2023 |

LAND

LOT 224 IN DEPOSITED PLAN 1288405
AT EAST MAITLAND
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF MAITLAND COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1288405

FIRST SCHEDULE

ZACHARY BRETINGHAM BARNES
LILIANA ROSE SCHULTZ
AS JOINT TENANTS (T AS834516)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 DP1288405 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (10) IN THE S.88B INSTRUMENT
- 2 AS834517 MORTGAGE TO NEWCASTLE PERMANENT BUILDING SOCIETY
LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

| SHORT LINES TABLE | | | SHORT LINES TABLE | | |
|-------------------|-----------|-----------|-------------------|------------|-------------------|
| LINE | BEARING | DISTANCE | LINE | BEARING | DISTANCE |
| 1 | 35°34'55" | 18.08 PO | 20 | 42°25'45" | 5.845 PO |
| 2 | 48°56'45" | 13.31 PO | 21 | 20°04'45" | 10.71 PO |
| 3 | 38°16'50" | 13.015 PO | 22 | 27°16'55" | 10.895 PO |
| 4 | 45°56'45" | 13.925 PO | 23 | 24°45'50" | 8.98 PO |
| 5 | 43°46'15" | 11.295 PO | 24 | 26°41'50" | 12.86 PO |
| 6 | 29°01'05" | 4.71 PO | 25 | 27°44'55" | 26.145 PO |
| 7 | 27°16'25" | 22.2 PO | 26 | 24°58'35" | 11.355 PO |
| 8 | 28°37'25" | 22.2 PO | 27 | 22°31'05" | 13.245 PO |
| 9 | 20°25'45" | 16.505 PO | 28 | 24°49'25" | 14.645 PO |
| 10 | 13°43'15" | 14.665 PO | 29 | 34°39'25" | 18.88 PO |
| 11 | 9°27'35" | 29.6 PO | 30 | 37°41'05" | 13.045 PO |
| 12 | 7°56'25" | 7.85 PO | 31 | 33°51'05" | 8.925 PO |
| 13 | 35°59'05" | 4.915 PO | 32 | 37°54'05" | 21.22 PO |
| 14 | 11°46'25" | 3.6 PO | 33 | 30°56'05" | 14.12 PO |
| 15 | 20°55'50" | 23.9 PO | 34 | 41°26'05" | 13.315 PO |
| 16 | 25°06'25" | 7.23 PO | 35 | 43°30'25" | 44.205 PO |
| 17 | 4°28'35" | 2 PO | 36 | 32°03'20" | 3.89 PO |
| 18 | 21°22'05" | 11.72 PO | 37 | 126°08'40" | 14.125 PO TO BANK |
| 19 | 24°00'05" | 8.615 PO | 38 | 123°15" | 18.3 PO |

| SHORT LINES TABLE | | |
|-------------------|-------------|-----------|
| LINE | BEARING | DISTANCE |
| 39 | 21°55'45" | 15.47 PO |
| 40 | 36°19'05" | 23.84 PO |
| 41 | 34°26'45" | 14.2 PO |
| 42 | 31°00'1'35" | 30.705 PO |
| 43 | 24°20'05" | 23.58 PO |
| 44 | 236°02'05" | 15.925 PO |
| 45 | 259°38'45" | 23.395 PO |
| 46 | 283°56'55" | 20.455 PO |
| 47 | 304°05'45" | 36.265 PO |
| 48 | 29°71'2'25" | 10.845 PO |
| 49 | 293°23'40" | 22.645 PO |
| 50 | 327°47'50" | 35.63 PO |
| 51 | 34°71'4'40" | 15.04 PO |
| 52 | 6°45'15" | 16.81 PO |
| 53 | 321°53'10" | 15.98 PO |

NOTES:
SEE SHEET 3 FOR HEIGHT DIFFERENCE
SCHEDULE AND HEIGHT SCHEDULE.

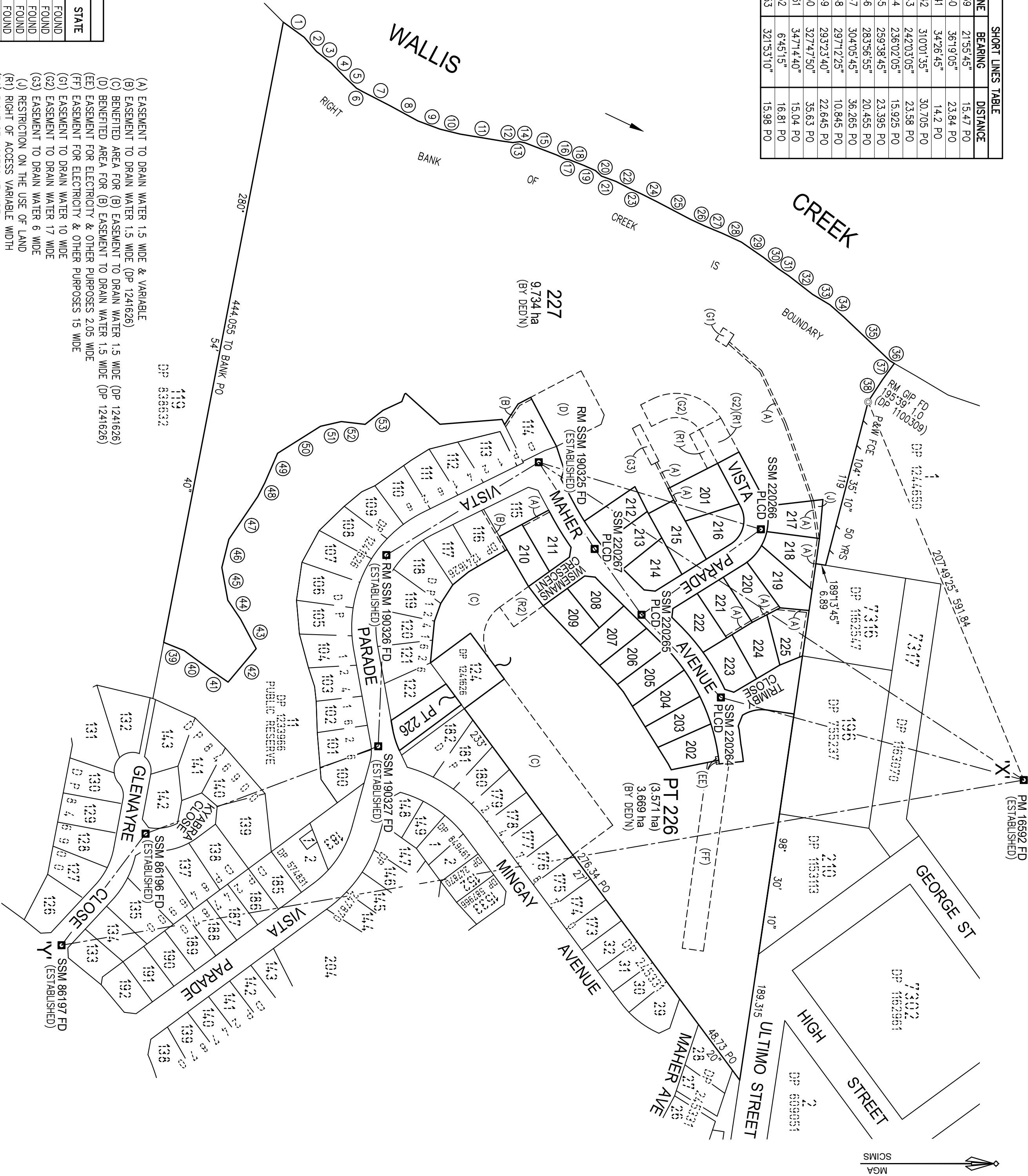
[z] – MEASUREMENT DERIVED BY CORRS RTK GNSS OBSERVATIONS

| PM & SSM TRAVERSE TABLE | | |
|---------------------------|------------|------------------|
| PERMANENT MARKS | BEARING | DISTANCE |
| PM 16592 SSM 86197 "X" | 174°26'42" | 1095.605 SVY [z] |
| PM 16592 SSM 190325 | 197°11'18" | 1095.616 MGA GND |
| SSM 86197 SSM 86196 | 306°58'49" | 98.207 SVY |
| SSM 86196 SSM 190327 | 341°06'40" | 172.506 SVY |
| SSM 190327 SSM 190326 | 341°06'38" | 172.509 MGA GND |
| SSM 190326 SSM 190325 | 274°23'37" | 150.608 SVY |
| SSM 190325 SSM 220267 | 274°23'36" | 150.611 MGA GND |
| SSM 220267 SSM 220265 | 54°22'15" | 72.506 SVY |
| SSM 220265 SSM 220264 | 46°15'53" | 80.613 SVY |
| SSM 220264 PM 16592 | 6°12'21" | 630.622 SVY |
| SSM 220265 SSM 220266 | 324°25'15" | 103.031 SVY |
| SSM 220266 SSM 190325 | 16°48'43" | 163.083 SVY |

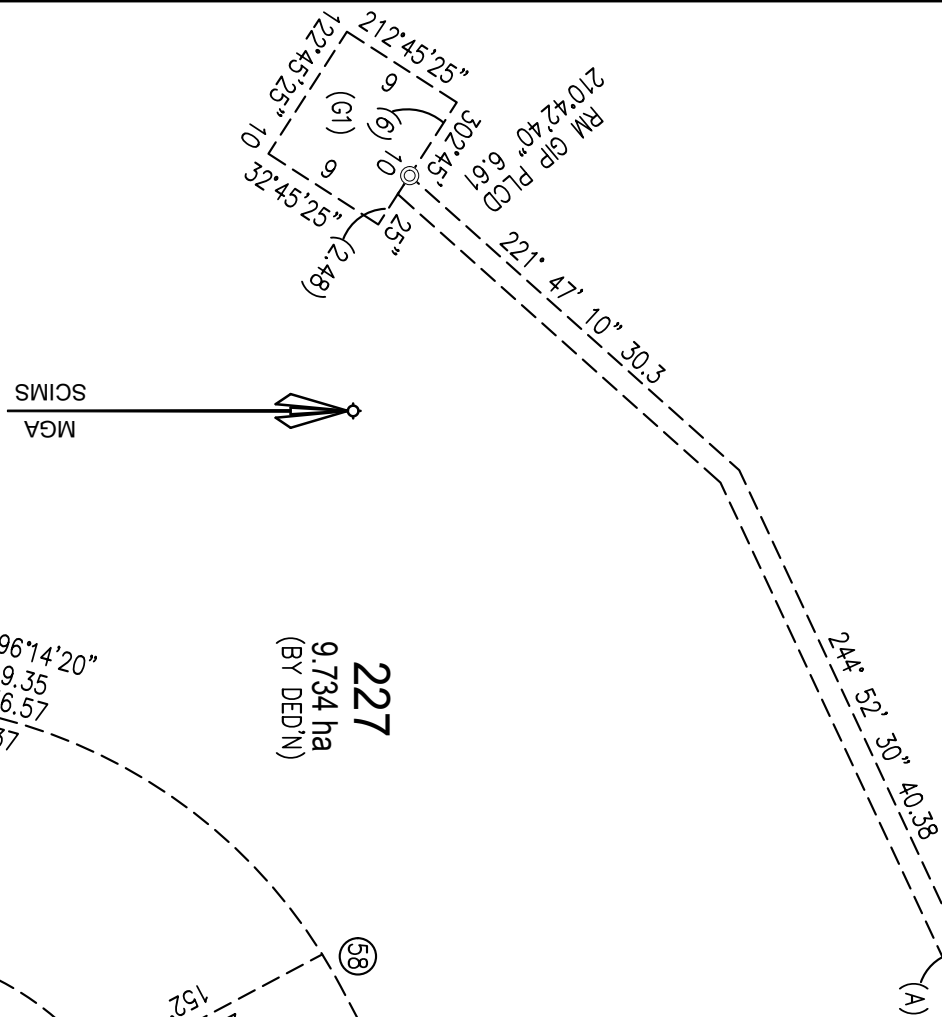
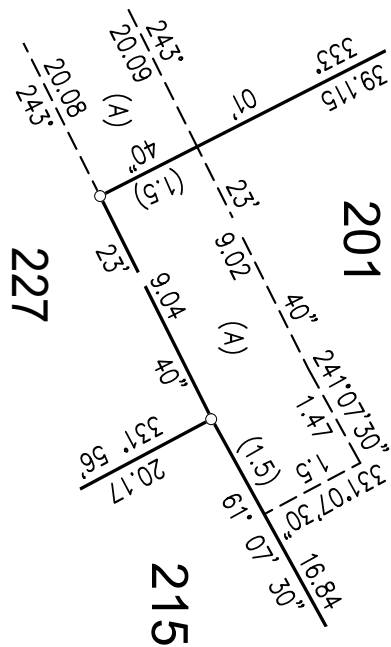
| GNSS VALIDATION SCHEDULE | | | | |
|--------------------------|------------|--------------|----------|--------------|
| FROM | TO | GRID BEARING | DISTANCE | METHOD |
| PM 16592 | SSM 190325 | 197°11'18" | 790.267 | EDM TRAVERSE |
| PM 16592 | SSM 86196 | 197°11'21" | 790.259 | CORS RTK |
| | | 178°28'01" | 1031.753 | EDM TRAVERSE |
| | | 178°27'59" | 1031.733 | CORS RTK |

| COORDINATE SCHEDULE | | | | |
|--------------------------------------|---------------------|----------------|----|--------|
| MARK | M.G.A. CO-ORDINATES | CLASS | PU | METHOD |
| PM 16592 | 366 704.331 | 6 3°5 221.383 | B | 0.03 |
| SSM 86197 | 366 810.369 | 6 3°74 131.119 | B | --- |
| SSM 86196 | 366 731.935 | 6 3°74 190.183 | B | --- |
| SSM 190325 | 366 470.839 | 6 3°74 466.546 | B | --- |
| SSM 190326 | 366 525.957 | 6 3°74 364.906 | D | --- |
| SSM 190327 | 366 676.097 | 6 3°74 353.371 | D | --- |
| SSM 220264 | 366 636.172 | 6 3°74 594.575 | D | --- |
| SSM 220265 | 366 577.937 | 6 3°74 538.855 | D | --- |
| SSM 220266 | 366 518.002 | 6 3°74 622.636 | D | --- |
| SSM 220267 | 366 531.799 | 6 3°74 505.788 | D | --- |
| DATE OF SCMS COORDINATES: 05-09-2022 | | | | |
| MGA ZONE: 56 | | | | |
| MGA DATUM: GDA2020 | | | | |
| COMBINED SCALE FACTOR: 0.999811 | | | | |

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE
- (B) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1241626)
- (C) BENEFITED AREA FOR (B) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1241626)
- (D) BENEFITED AREA FOR (B) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1241626)
- (EE) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE
- (FF) EASEMENT TO DRAIN WATER 10 WIDE
- (G1) EASEMENT TO DRAIN WATER 17 WIDE
- (G2) EASEMENT TO DRAIN WATER 6 WIDE
- (G3) EASEMENT TO DRAIN WATER 17 WIDE
- (J) RESTRICTION ON THE USE OF LAND
- (R1) RIGHT OF ACCESS VARIABLE WIDTH
- (R2) RIGHT OF ACCESS 17 WIDE

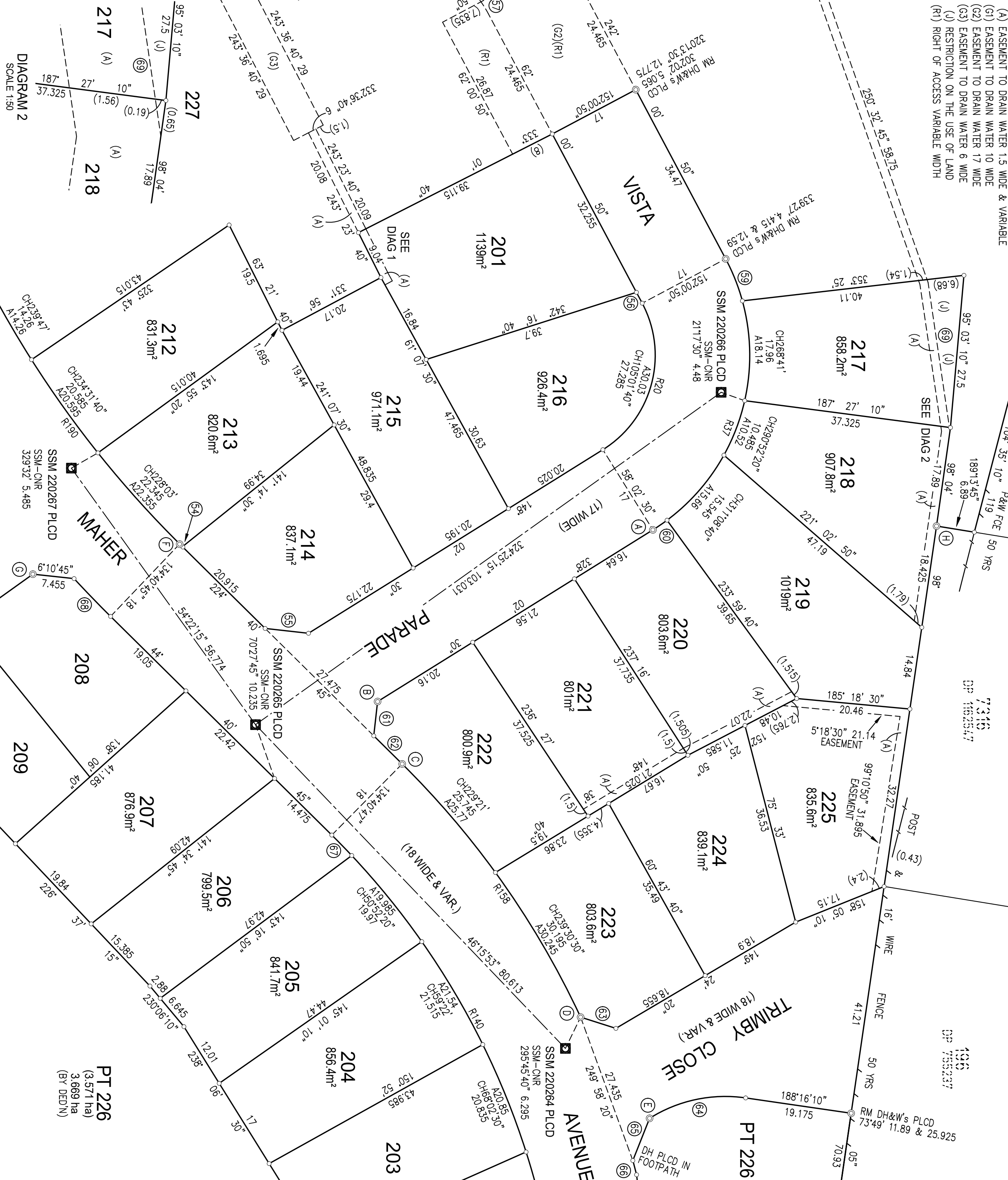


| | | | | |
|---|---|--|---------------------------|-----------|
| Surveyor: TROY DANIEL SUMNER Date of Survey: 13/09/2022 Surveyor's Ref: 04/112022 | PLAN OF SUBDIVISION OF LOT 123 DP 1241626 | LGA: MAITLAND Locality: EAST MAITLAND Subdivision No.: SC/2022/82 Lengths are in metres. Reduction Ratio 1:2000 | Registered: 10/01/2023 | DP1288405 |
|---|---|--|---------------------------|-----------|



| | SHORT LINES TABLE | | |
|-----|-------------------|----------|--------|
| | CHORD | | ARC |
| | BEARING | DISTANCE | |
| No. | | | RADIUS |
| 54 | 44.40'45" | 0.37 | - |
| 55 | 186.21'40" | 7.845 | - |
| 56 | 62.00'50" | 2.215 | - |
| 57 | 58.21'20" | 2.555 | 20 |
| 58 | 24.02'30" | 2.55 | 2.55 |
| 59 | 2.48'19.30" | 8.135 | 8.15 |
| 60 | 145.39'20" | 3.08 | 3.085 |
| 61 | 27.6'21.40" | 6.2 | - |
| 62 | 22.4'40.45" | 7.19 | - |
| 63 | 19.7'39" | 6.66 | - |
| 64 | 168.00' | 17.665 | 18.04 |
| 65 | 111'39" | 8.15 | - |
| 66 | 7.5'26" | 2.66 | - |
| 67 | 4.5'43.50" | 5.135 | 5.135 |
| 68 | 4.5'58.50" | 9.45 | 9.45 |
| 69 | 261'37'20" | 27.045 | - |

| SCHEDULE OF REFERENCE MARKS | | | |
|-----------------------------|----------|---------------|------------------------|
| MARK | BEARING | DISTANCE | FROM |
| (A) | 5802' | 4.44 & 12.555 | RM DH&W'S PLACED |
| (B) | 5803' | 4.4 & 12.53 | RM DH&W'S PLACED |
| (C) | 31441' | 5.33 & 13.495 | RM DH&W'S PLACED |
| (D) | 3442030" | 5.635 & 13.68 | RM DH&W'S PLACED |
| (E) | 6929' | 4.49 & 12.74 | RM DH&W'S PLACED |
| (F) | 31152' | 5.375 | RM DH&W PLACED |
| (G) | 6918' | 4.555 | RM DH&W PLACED |
| (H) | 544430" | 12.61 | RM DH&W PLACED |
| | 1223' | 1.5 | RM GIP TD (DP 1100309) |



Surveyor: TROY DANIEL SUMNER
Date of Survey: 13/09/2022
Surveyor's Ref: 04/112/02

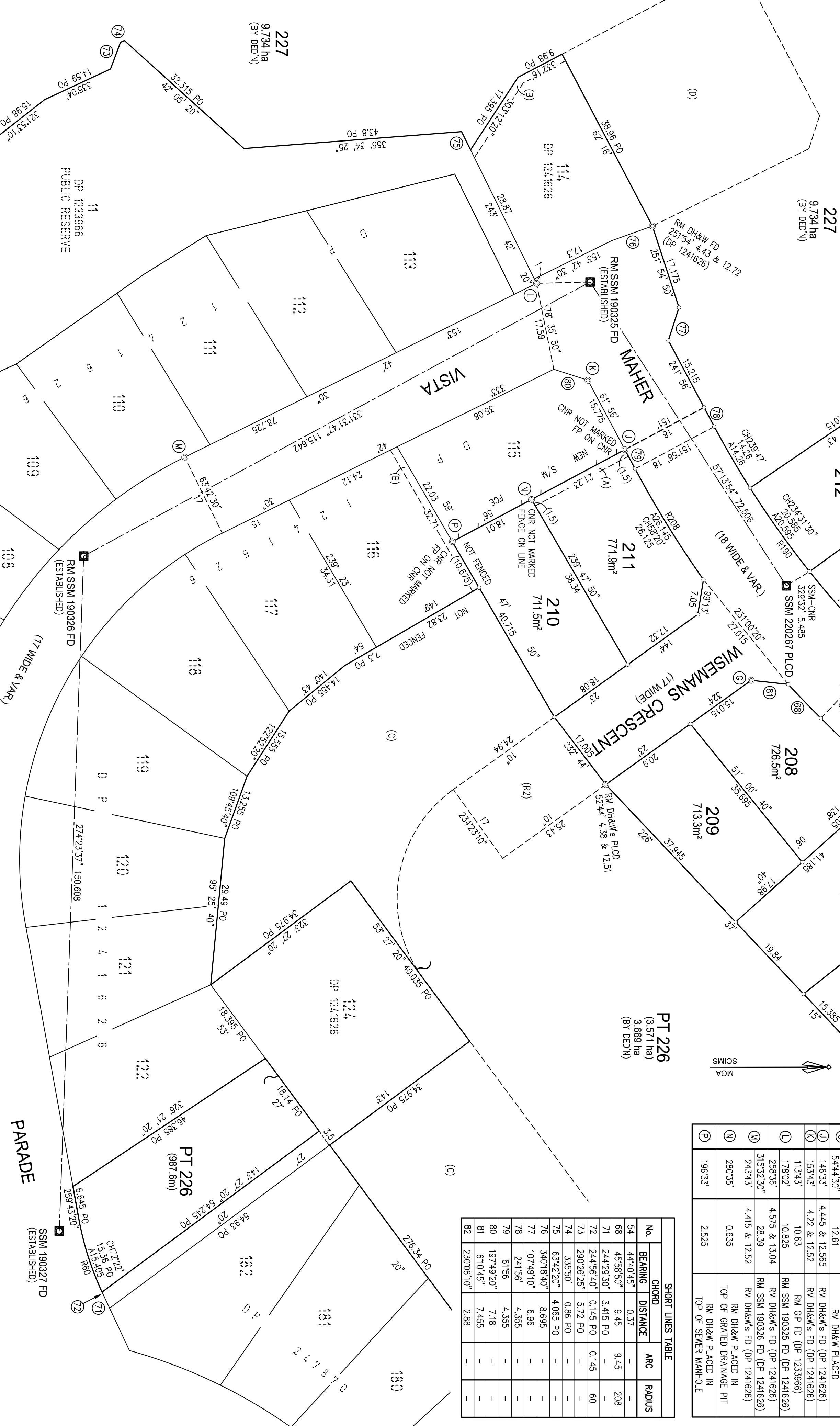
PLAN OF SUBDIVISION OF LOT 123 DP 1241626

LGA: MAITLAND
Locality: EAST MAITLAND
Subdivision No: SC/2022/82
Lengths are in metres. Reduction Ratio 1:5000

Registered:

DP1288405

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE
- (B) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1241626)
- (C) BENEFITED AREA FOR (B) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1241626)
- (D) BENEFITED AREA FOR (B) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1241626)
- (R2) RIGHT OF ACCESS 17 WIDE




PLAN FORM 6 (2020)


WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET




Sheet 1 of 6 sheet(s)

| | |
|--|---|
| <p>Registered:  10/01/2023</p> <p>Title System: TORRENS</p> | <p>Office Use Only</p> <p>Office Use Only</p> <p>DP1288405</p> |
| <p>PLAN OF SUBDIVISION OF LOT 123</p> <p>DP 1241626</p> | <p>LGA: MAITLAND</p> <p>Locality: EAST MAITLAND</p> <p>Parish: MAITLAND</p> <p>County: NORTHUMBERLAND</p> |
| <p>Survey Certificate</p> <p>I, Troy Daniel Sumner – Barker Ryan Stewart Pty Ltd, of 1/17 Babilla Close, Beresfield 2322, 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 (excluding Lots 226 and 227) 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, 13/09/2022 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: </p> <p>Dated: 05/10/2022</p> <p>Surveyor Identification No: 8754</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.</p> <p>**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p> | <p>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>Subdivision Certificate</p> <p>I, MARK WADE</p> <p>*Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.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>Registration number:</p> <p>Consent Authority: MAITLAND CITY COUNCIL</p> <p>Date of endorsement: 21 December 2022</p> <p>Subdivision Certificate number: SC/2022/82</p> <p>File number: DA/2012/3699</p> <p>*Strike through if inapplicable.</p> <p>AUTHORISED OFFICER Electronic signature of me, Scott Page affixed by me or at my direction on 21 December 2022</p> |
| <p>Plans used in the preparation of survey/compilation.</p> <p>DP 1100309</p> <p>DP 1241626</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 TRIMBY CLOSE, WISEMANS CRESCENT, VISTA PARADE AND THE EXTENSION OF MAHER AVENUE TO THE PUBLIC AS PUBLIC ROAD.</p> |
| <p>Surveyor's Reference: 04/112/02</p> | <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p> |

| | | | | | |
|---|--|-------------------------------------|--|-----------------------|--|
| PLAN FORM 6A (2019) | | DEPOSITED PLAN ADMINISTRATION SHEET | | Sheet 2 of 6 sheet(s) | |
| Registered:  10/01/2023 | | Office Use Only | | Office Use Only | |
| PLAN OF SUBDIVISION OF LOT 123 DP 1241626 | | DP1288405 | | | |
| Subdivision Certificate number: SC/2022/82 Date of Endorsement: 21 December 2022 | | | | | |
| 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. | | | | | |
| Pursuant to Section 88B of the Conveyancing Act 1919, as amended it is intended to create: | | | | | |
| <ol style="list-style-type: none">1. Easement to drain water 1.5 wide and variable (A)2. Right of access variable width (R1)3. Right of access 17 wide (R2)4. Easement for electricity & other purposes 2.05 wide (EE)5. Easement for electricity & other purposes 15 wide (FF)6. Easement to drain water 10 wide (G1)7. Easement to drain water 17 wide (G2)8. Easement to drain water 6 wide (G3)9. Positive covenant10. Restriction on the use of land11. Restriction on the use of land12. Restriction on the use of land13. Restriction on the use of land | | | | | |
| Pursuant to Section 88B of the Conveyancing Act 1919, as amended it is intended to release: | | | | | |
| <ol style="list-style-type: none">1. Easement for electricity & other purposes 15 wide (F) created by DP 1241626 | | | | | |
| Surveyor's Reference: 04/112/02 | | | | | |

| | | | | |
|--|---------------|--|-------------|-----------------------|
| PLAN FORM 6A (2019) | | DEPOSITED PLAN ADMINISTRATION SHEET | | Sheet 3 of 6 sheet(s) |
| Registered:  10/01/2023 | | Office Use Only | | Office Use Only |
| PLAN OF SUBDIVISION OF LOT 123 DP 1241626 | | DP1288405 | | |
| Subdivision Certificate number: SC/2022/82 | | <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 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. | | |
| Date of Endorsement: 21 December 2022 | | | | |
| Lot | Street Number | Street Name | Street Type | Locality |
| 201 | 55 | Vista | Parade | East Maitland |
| 202 | 50 | Maher | Avenue | East Maitland |
| 203 | 52 | Maher | Avenue | East Maitland |
| 204 | 54 | Maher | Avenue | East Maitland |
| 205 | 56 | Maher | Avenue | East Maitland |
| 206 | 58 | Maher | Avenue | East Maitland |
| 207 | 60 | Maher | Avenue | East Maitland |
| 208 | 62 | Maher | Avenue | East Maitland |
| 209 | 3 | Wisemans | Crescent | East Maitland |
| 210 | 4 | Wisemans | Crescent | East Maitland |
| 211 | 64 | Maher | Avenue | East Maitland |
| 212 | 57 | Maher | Avenue | East Maitland |
| 213 | 55 | Maher | Avenue | East Maitland |
| 214 | 53 | Maher | Avenue | East Maitland |
| 215 | 59 | Vista | Parade | East Maitland |
| 216 | 57 | Vista | Parade | East Maitland |
| 217 | 78 | Vista | Parade | East Maitland |
| 218 | 80 | Vista | Parade | East Maitland |
| 219 | 82 | Vista | Parade | East Maitland |
| 220 | 84 | Vista | Parade | East Maitland |
| 221 | 86 | Vista | Parade | East Maitland |
| 222 | 51 | Maher | Avenue | East Maitland |
| 223 | 49 | Maher | Avenue | East Maitland |
| 224 | 3 | Trimby | Close | East Maitland |
| 225 | 5 | Trimby | Close | East Maitland |
| 226 | N/A | Vista | Parade | East Maitland |
| 227 | N/A | Vista | Parade | East Maitland |
| Surveyor's Reference: 04/112/02 | | | | |

| PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET | | Sheet 4 of 6 sheet(s) |
|--|--|-----------------------|
| <div style="display: flex; justify-content: space-between; align-items: center;"><div style="display: flex; align-items: center;">Registered: </div><div style="text-align: right;">10/01/2023</div></div> <div style="margin-top: 10px;">PLAN OF SUBDIVISION OF LOT 123 DP 1241626</div> <div style="margin-top: 10px;">Subdivision Certificate number: <u>SC/2022/82</u> Date of Endorsement: <u>21 December 2022</u></div> | <div style="text-align: center; font-size: 24px; font-weight: bold; margin-bottom: 20px;">DP1288405</div> <div style="font-size: 0.9em;">Office Use Only</div> <div style="margin-top: 20px; font-size: 0.8em;"><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.</div> | |
| <div style="display: flex; justify-content: space-between;"><div>Company Name:</div><div>HOUSTON PASTORAL CO. PTY LTD</div></div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"><div>Company ACN or ABN:</div><div>ACN 001 457 245</div></div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"><div>Authority:</div><div>Section 127 of the Corporations Act 2001</div></div> <div style="margin-top: 40px;"><div style="display: flex; justify-content: space-between;"><div>Signature of authorised person:</div><div></div></div><div style="display: flex; justify-content: space-between; margin-top: 20px;"><div>Name of authorised person:</div><div><u>TERENCE DOMINIC MAHER</u></div></div><div style="display: flex; justify-content: space-between; margin-top: 20px;"><div>Position</div><div>Sole Director/Secretary or Director (Strike through)</div></div><div style="display: flex; justify-content: space-between; margin-top: 20px;"><div>Signature of authorised person:</div><div></div></div><div style="display: flex; justify-content: space-between; margin-top: 20px;"><div>Name of authorised person:</div><div><u>Daniel Healy Maher</u></div></div><div style="display: flex; justify-content: space-between; margin-top: 20px;"><div>Position</div><div>Director, Company Secretary or Not applicable (Strike through)</div></div></div> | | |
| Surveyor's Reference: 04/112/02 | | |

| PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET | | Sheet 5 of 6 sheet(s) |
|--|--|--|
| <div>Registered:  10/01/2023</div> <div>Office Use Only</div> | | <div>Office Use Only</div> <div>DP1288405</div> |
| <div>PLAN OF SUBDIVISION OF LOT 123</div> <div>DP 1241626</div> | | <div>This sheet is for the provision of the following information as required:</div> <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. |
| <div>Subdivision Certificate number: <u>SC/2022/82</u></div> <div>Date of Endorsement: <u>21 DECEMBER 2022</u></div> | | |
| <div>Executed by STACKS MANAGED INVESTMENTS LIMITED (ACN 085 843 125):</div> <div> Raymond Thomas Stack Director</div> <div> Paul Anthony Stack Secretary</div> | | |
| <div>Surveyor's Reference: 04/112/02</div> | | |

| PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET | | Sheet 6 of 6 sheet(s) |
|--|--|-----------------------|
| <div style="display: flex; justify-content: space-between; align-items: center;"><div style="display: flex; align-items: center;">Registered: </div><div style="text-align: right;">Office Use Only 10/01/2023</div></div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;">PLAN OF SUBDIVISION OF LOT 123 DP 1241626</div> <div style="margin-top: 10px;">Subdivision Certificate number: SC/2022/82 Date of Endorsement: 21 December 2022</div> | <div style="text-align: right; padding-bottom: 10px;">Office Use Only</div> <div style="text-align: center; font-size: 2em; font-weight: bold; margin-bottom: 10px;">DP1288405</div> <div style="font-size: 0.8em;">This sheet is for the provision of the following information as required:</div> <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. | |
| <div style="text-align: center; font-weight: bold; font-size: 0.9em;">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.</div> <div style="margin-top: 10px;"><div style="display: flex; justify-content: space-between;"><div style="width: 45%;"><p style="font-size: 0.8em;">Signed, <u>sealed</u> and delivered for</p><p style="font-size: 0.8em;">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</p><p style="font-size: 0.8em;">on behalf of Alpha Distribution Ministerial Holding Corporation pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015 by its attorneys under power of attorney registered book 4789 no. 978</p></div><div style="width: 45%; text-align: right;"></div></div><div style="display: flex; justify-content: space-between; margin-top: 10px;"><div style="width: 45%;"><p style="font-size: 0.8em;">sign here ▶</p><p style="text-align: center; border-top: 1px solid black; margin-top: 5px;">Attorney</p><p style="text-align: center; margin-top: 5px;">William Close</p><p style="font-size: 0.8em;">print name</p></div><div style="width: 45%; text-align: right;"><p style="font-size: 0.8em;">sign here ▶</p><p style="text-align: center; border-top: 1px solid black; margin-top: 5px;">Attorney</p><p style="text-align: center; margin-top: 5px;">Nicholas Convery</p><p style="font-size: 0.8em;">print name</p></div></div><div style="display: flex; justify-content: space-between; margin-top: 10px;"><div style="width: 45%;"><p style="font-size: 0.8em;">Date electronic signature affixed</p><p style="text-align: center; margin-top: 5px;">26.10.22</p></div><div style="width: 45%; text-align: right;"><p style="font-size: 0.8em;">Date electronic signature affixed</p><p style="text-align: center; margin-top: 5px;">27.10.22</p></div></div></div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 45%;"><p style="font-size: 0.8em;">I certify that I am an eligible witness and that the Prescribed Authority's attorney signed this dealing in my presence. [See note* below]</p><p style="text-align: center; font-size: 1.2em; margin-top: 10px;"><i>Lisa Warters</i></p><p style="text-align: center; border-top: 1px solid black; margin-top: 5px;">Signature of Witness</p><div style="display: flex; justify-content: space-between; margin-top: 10px;"><div style="width: 45%;"><p style="font-size: 0.8em;">print name</p><p style="text-align: center; margin-top: 5px;">Lisa Warters</p><p style="font-size: 0.8em;">print address</p><p style="text-align: center; margin-top: 5px;">24 Campbell St, Sydney</p><p style="font-size: 0.8em;">Date electronic signature affixed</p><p style="text-align: center; margin-top: 5px;">26.10.22</p></div><div style="width: 45%; text-align: right;"><p style="font-size: 0.8em;">print name</p><p style="text-align: center; margin-top: 5px;">Lisa Warters</p><p style="font-size: 0.8em;">print address</p><p style="text-align: center; margin-top: 5px;">24 Campbell St, Sydney</p><p style="font-size: 0.8em;">Date electronic signature affixed</p><p style="text-align: center; margin-top: 5px;">27.10.22</p></div></div></div><div style="width: 45%;"><p style="font-size: 0.8em;">I certify that I am an eligible witness and that the Prescribed Authority's attorney signed this dealing in my presence. [See note* below]</p><p style="text-align: center; font-size: 1.2em; margin-top: 10px;"><i>Lisa Warters</i></p><p style="text-align: center; border-top: 1px solid black; margin-top: 5px;">Signature of Witness</p><div style="display: flex; justify-content: space-between; margin-top: 10px;"><div style="width: 45%;"><p style="font-size: 0.8em;">print name</p><p style="text-align: center; margin-top: 5px;">Lisa Warters</p><p style="font-size: 0.8em;">print address</p><p style="text-align: center; margin-top: 5px;">24 Campbell St, Sydney</p><p style="font-size: 0.8em;">Date electronic signature affixed</p><p style="text-align: center; margin-top: 5px;">27.10.22</p></div><div style="width: 45%; text-align: right;"><p style="font-size: 0.8em;">print name</p><p style="text-align: center; margin-top: 5px;">Lisa Warters</p><p style="font-size: 0.8em;">print address</p><p style="text-align: center; margin-top: 5px;">24 Campbell St, Sydney</p><p style="font-size: 0.8em;">Date electronic signature affixed</p><p style="text-align: center; margin-top: 5px;">27.10.22</p></div></div></div></div> | | |

*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 RELEASE AND OF RESTRICTIONS ON THE USE OF THE LAND OR POSITIVE
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919**

(Sheet 1 of 9 Sheets)

PLAN: **DP1288405**

Plan of subdivision of Lot 123 DP 1241626
covered by Subdivision Certificate
No: SC/2022/82 Dated: 21 December 2022

FULL NAME AND ADDRESS OF
OWNER OF THE LAND:

HOUSTON PASTORAL CO. PTY LTD
ACN 001 457 245
20-22 CHURCH STREET
MAITLAND NSW 2320

FULL NAME AND ADDRESS OF
THE MORTGAGEE OF THE LAND:

STACKS MANAGED INVESTMENTS LIMITED
ACN 085 843 125
1 PULTENEY STREET
TAREE NSW 2340

PART 1 (CREATION)

| Number of item shown in the intention panel on the plan | Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities |
|---|--|--|--|
| 1 | Easement to drain water 1.5 wide and variable (A) | 201 211 217 218 220 221 225 227 | 215 210 218, 219 219 221, 222 222 220 to 222 inclusive 201, 215, 217, 218 |
| 2 | Right of access variable width (R1) | 227 | Maitland City Council |
| 3 | Right of access 17 wide (R2) | 226 | Maitland City Council |
| 4 | Easement for electricity & other purposes 2.05 wide (EE) | 202, 226 | Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385 |
| 5 | Easement for electricity & other purposes 15 wide (FF) | 226 | Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385 |
| 6 | Easement to drain water 10 wide (G1) | 227 | Maitland City Council |
| 7 | Easement to drain water 17 wide (G2) | 227 | Maitland City Council |
| 8 | Easement to drain water 6 wide (G3) | 227 | Maitland City Council |



INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO
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CONVEYANCING ACT 1919

(Sheet 2 of 9 Sheets)

PLAN: DP1288405

Plan of subdivision of Lot 123 DP 1241626
covered by Subdivision Certificate
No: SC/2022/82 Dated: 21 December 2022

| Number of item shown in the intention panel on the plan | Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities |
|---|--|---------------------------------------|---|
| 9 | Positive covenant | 217 to 219 inclusive, 225 | Maitland City Council |
| 10 | Restriction on the use of land | Each lot except lots 201, 226 and 227 | Every other lot |
| 11 | Restriction on the use of land | Part Lot 217 Designated (J) | Maitland City Council |
| 12 | Restriction on the use of land | 216 | 201 |
| 13 | Restriction on the use of land | 215 | 201 |

PART 1A (RELEASE)

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, to be released and referred to in the plan. | Burdened lot(s) or parcel(s) | Benefited lot(s), road(s), bodies or Prescribed Authorities |
|---|---|------------------------------|--|
| 1 | Easement for electricity & other purposes 15 wide (F) created by DP 1241626 | 123/1241626 | Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385 |



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO
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COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919**

(Sheet 3 of 9 Sheets)

PLAN: **DP1288405**

Plan of subdivision of Lot 123 DP 1241626
covered by Subdivision Certificate

No: SC/2022/82

Dated: 21 December 2022

PART 2 (TERMS)

1. TERMS OF EASEMENT TO DRAIN WATER NUMBERED 1 IN THE PLAN.

An easement to drain water in terms of Part 3 Schedule 8 of the Conveyancing Act 1919, is created.

2. TERMS OF RIGHT OF ACCESS NUMBERED 2 AND 3 IN THE PLAN.

A right of access in terms of Part 11 Schedule 4A of the Conveyancing Act, 1919 is created.

3. TERMS OF EASEMENT FOR ELECTRICITY & OTHER PURPOSES NUMBERED 4 AND 5 IN THE 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.

4. TERMS OF EASEMENT TO DRAIN WATER NUMBERED 6, 7 AND 8 IN THE PLAN.

An easement to drain water in terms of Part 3 Schedule 4A of the Conveyancing Act 1919, is created.

5. TERMS OF POSITIVE COVENANT NUMBERED 9 IN THE PLAN.

The registered proprietor of each lot shall, in perpetuity, preserve and maintain the landscaping treatment recommended within the Terras report dated April 2014.

6. TERMS OF RESTRICTION NUMBERED 10 IN THE PLAN.

- (a) No factory manufactured home, mobile home, demountable home, shipping container or other dwelling manufactured or previously situated elsewhere shall be placed on or permitted to remain on any lot burdened.
- (b) No main building shall be erected or permitted to remain erected on any lot burdened having a total internal floor area of less than 200 square metres exclusive of car accommodation and patios, and such main building shall be a single dwelling only.
- (c) No building shall be erected or permitted to remain on any lot burdened having external walls other than of brick or brick veneer, but this restriction shall not apply to infill panels provided that the total area of the infill panels does not exceed 20% for the total area of all external walls.
- (d) No building shall be erected on any lot burdened having a roof other than of tiles or non-reflective Colorbond.
- (e) No building to be erected on any lot burdened shall exceed two storeys in height.
- (f) No dwelling house or ancillary building shall have external surfaces other than of a non-reflective quality and a medium to dark colour to blend in with the landscape and surroundings.
- (g) No existing dwelling house or relocatable type dwelling shall be partly or wholly moved to, placed upon, re-erected upon, re-constructed on or permitted to remain on any lot burdened.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO
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COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919**

(Sheet 4 of 9 Sheets)

PLAN: **DP1288405**

Plan of subdivision of Lot 123 DP 1241626
covered by Subdivision Certificate

No:SC/2022/82

Dated:21 December 2022

- (h) No structure of a temporary character basement, tent, shack, garage, trailer, camper, caravan or any other building shall be used at any time as a dwelling house on any lot burdened.
- (i) No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or construction or to facilitate all reasonable landscaping of the allotment. No lot shall be permitted to be, appear or remain in an excavated or quarried state.
- (j) No fuel storage tanks (except for oil heating purposes) shall be placed upon or permitted to remain on any lot burdened.
- (k) No noxious, noisome, or offensive occupation, trade, business, manufacturing or home industry shall be conducted on or carried out on any lot burdened.
- (l) No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.
- (m) No advertisement hoarding sign or matter of any description shall be erected or displayed on each lot burdened without the prior written consent of HOUSTON PASTORAL CO PTY LTD and HOUSTON PASTORAL CO PTY LTD shall have the right to remove any such advertisement hoarding sign or matter without notice.
- (n) No fence shall exceed 1.80 metres in height above the natural ground level. No fence shall be erected without the prior approval of HOUSTON PASTORAL CO PTY LTD or its appointed nominee.
- (o) So long as it remains the registered proprietor of any lot in this Deposited Plan, HOUSTON PASTORAL CO PTY LTD its successors or assigns (other than purchasers on sale) shall not be required to contribute towards the cost of erecting or maintaining any dividing fence.

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

7. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 11 IN THE PLAN.

No future works or impacts shall be carried out to the grinding groove site (AHIMS #38-4-1739) identified in the report prepared by McCardle Cultural Heritage Pty Ltd dated 6th October 2015.

8. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 12 IN THE PLAN.

No fence shall be erected upon the boundary of Lots 201 & 216 or within lot 216 unless the location, design and materials to be used are first submitted in writing to HOUSTON PASTORAL CO PTY LTD and approved of by it in writing.

No dwelling or structure shall be erected upon lot 216 unless the location design and materials to be used are first submitted in writing to HOUSTON PASTORAL CO PTY LTD and approved by it in writing.

9. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 13 IN THE PLAN.

No building erected on the lot burdened shall exceed one storey in height.

Two handwritten signatures in black ink, one appearing to be 'JL' and the other 'JW'.

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COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919**

(Sheet 5 of 9 Sheets)

PLAN: **DP1288405**

Plan of subdivision of Lot 123 DP 1241626
covered by Subdivision Certificate

No: SC/2022/82

Dated: 21 December 2022

**NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY EASEMENT
TO DRAIN WATER NUMBERED 1 IN THE PLAN.**

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

**NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY RIGHT OF
ACCESS NUMBERED 2 AND 3 IN THE PLAN, EASEMENT TO DRAIN WATER NUMBERED 6, 7
AND 8 IN THE PLAN, POSITIVE COVENANT NUMBERED 9 IN THE PLAN AND RESTRICTION ON
THE USE OF LAND NUMBERED 11 IN THE PLAN.**

Maitland City Council.

**NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY EASEMENT
FOR ELECTRICITY & OTHER PURPOSES NUMBERED 4 AND 5 IN THE PLAN.**

Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385).

**NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY
RESTRICTION ON THE USE OF LAND NUMBERED 10, 12 AND 13 IN THE PLAN.**

Houston Pastoral Co. Pty Ltd or such other person or company nominated by it for that purpose for so long as it is the registered proprietor of any lot(s) in the subdivision and thereafter if there be no person or company nominated the registered proprietor(s) for the time being of the lot(s) adjoining the lot in relation to which the variation is sought.

Two handwritten signatures in black ink, one appearing to be 'Re' and the other 'DM'.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO
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COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919

(Sheet 6 of 9 Sheets)

PLAN: DP1288405


Plan of subdivision of Lot 123 DP 1241626
covered by Subdivision Certificate
No: SC/2022/82 Dated: 21 December 2022

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

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



Signature of delegate



Signature of Witness

MARK WADE

Name of delegate (BLOCK LETTERS)

ASHLEY BREWSTER

Name of Witness (BLOCK LETTERS)

AUTHORISED OFFICER
Electronic signature of me, Mark Wade affixed
by me or at my direction on 21 December 2022

285-287 HIGH STREET MAITLAND

Address of Witness

AUTHORISED WITNESS
Electronic signature of me, Ashley Brewster affixed
by me or at my direction on 21 December 2022



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO
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COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919**

(Sheet 7 of 9 Sheets)

PLAN: **DP1288405**

Plan of subdivision of Lot 123 DP 1241626
covered by Subdivision Certificate

No: SC/2022/82

Dated: 21 December 2022

Company Name: HOUSTON PASTORAL CO PTY LTD

Company ACN or ABN: ACN 001 457 245

Authority: Section 127 of the Corporations Act 2001

Signature of authorised person:



Name of authorised person:

TERENCE DOMINIC MAHER

Position ~~Sole Director/Secretary or~~ Director (Strike through)

Signature of authorised person:



Name of authorised person:

Daniel Healy Maher

Position Director, ~~Company Secretary or Not applicable~~ (Strike through)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO
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COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919**

(Sheet 8 of 9 Sheets)

PLAN: **DP1288405**

Plan of subdivision of Lot 123 DP 1241626

covered by Subdivision Certificate

No: SC/2022/82

Dated: 21 December 2022

Executed by **STACKS MANAGED INVESTMENTS LIMITED** (ACN 085 843 125):



Raymond Thomas Stack
Director



Paul Anthony Stack
Secretary



INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO
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CONVEYANCING ACT 1919

(Sheet 9 of 9 Sheets)

PLAN: **DP1288405**

Plan of subdivision of Lot 123 DP 1241626
covered by Subdivision Certificate

No: SC/2022/82

Dated: 21 December 2022

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

Signed, sealed and delivered for

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

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

sign here ▶



Attorney

William Close

print name

Date
electronic
signature
affixed

26.10.22

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

Lisa Warters

Signature of Witness

print name

Lisa Warters

print
address

24 Campbell St, Sydney

Date
electronic
signature
affixed

26.10.22

sign here



Attorney

Nicholas Convery

print name

Date
electronic
signature
affixed

27.10.22

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

Lisa Warters

Signature of Witness

print
name

Lisa Warters

print
address

24 Campbell St, Sydney

Date
electronic
signature
affixed

27.10.22

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

REGISTERED:



10/01/2023



Certificate No.: PC/2024/2163

Certificate Date: 26/06/2024

Fee Paid: \$67.00

Receipt No.: 1931205

Your Reference: 724057 Barnes

SECTION 10.7 PLANNING CERTIFICATE

Environmental Planning and Assessment Act, 1979 as amended

APPLICANT: Infotrack Pty Ltd

ecertificates@infotrack.com.au

PROPERTY DESCRIPTION: 3 Trimby Close EAST MAITLAND NSW 2323

PARCEL NUMBER: 103781

LEGAL DESCRIPTION: Lot 224 DP 1288405

IMPORTANT: Please read this Certificate carefully.

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

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

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

SECTION 10.7(2)

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

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

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

State Environmental Planning Policies

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

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

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

Local Environmental Plan (LEP)

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

Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

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

Planning Proposal for a Local Environmental Plan

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

DLEP Implementation of Maitland Local Housing and Rural Land Strategies

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

premises' to support and guide agritourism.

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

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

Draft Development Control Plans

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

Draft State Environmental Planning Policies

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

ITEM 2 – Zoning and land use under relevant planning instruments

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

Zone and Land Use Table from Local Environmental Plan

R1 General Residential

1 Objectives of zone

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

2 Permitted without Consent

Home occupations

3 Permitted with Consent

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

4 Prohibited

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

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

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

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

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

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

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

Is the land within a conservation area, however described?

The land IS NOT in a Heritage Conservation Area.

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

The land does NOT contain an item of Environmental Heritage.

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

ITEM 3 – Contribution plans***The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.***

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

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

The land IS NOT in a special contributions area.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Note: Despite any references above advising that Complying Development may be undertaken on the land, certain Complying Development may be precluded from occurring on the land due to requirements contained in the remainder of State

Environment Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environment Planning Policy in detail to ensure that specific types of complying development may be undertaken on the land.

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

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

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

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

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

ITEM 5 – Exempt Development

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

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

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

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

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

ITEM 6 – Affected building notices and building product rectification orders

Whether the council is aware that –

The Council IS NOT aware of any affected building notice which is in force in

respect of the land.

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

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

ITEM 7 - Land Reserved for Acquisition

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

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

ITEM 8 – Road widening and road realignment

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

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

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

ITEM 9 – Flood related development controls

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

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

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

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

Note: The information provided in item 9 is based on the data and information presently available to the Council and on development controls in force as at the date of this certificate. The identification of land as not being subject to flood related development controls does not mean that the land is not, or may not be, subject to flooding or that the land will not in the future be subject to flood related development controls, as additional data and information regarding the land become available.

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

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

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

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

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

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

Note in this section –

adopted policy means a policy adopted –

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

ITEM – 11 Bush fire prone land

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

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

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

Note – The identification of land as not being bushfire prone does not mean that the land is not, or may not be affected by bushfire or that the land will not in the

future be subject to bushfire related development controls, as additional data and information regarding the land become available.

ITEM – 12 Loose-fill asbestos insulation

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

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

ITEM – 13 Mine subsidence

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

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

ITEM – 14 Paper subdivision information

There is no development plan that applies to the:

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

ITEM – 15 Property vegetation plans

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

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

ITEM – 16 Biodiversity stewardship sites

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

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

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

ITEM 17 – Biodiversity certified land

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

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

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

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

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

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

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

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

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

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

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

ITEM 20 – Western Sydney Aerotropolis

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

ITEM 21 – Development consent conditions for seniors housing

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

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

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

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

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

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

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

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

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

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

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

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

Contaminated Land

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

Jeff Smith

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Maitland NSW 2320

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

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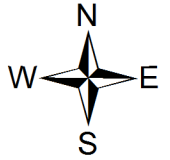
HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

3 TRIMBY

EAST MAITLAND NSW

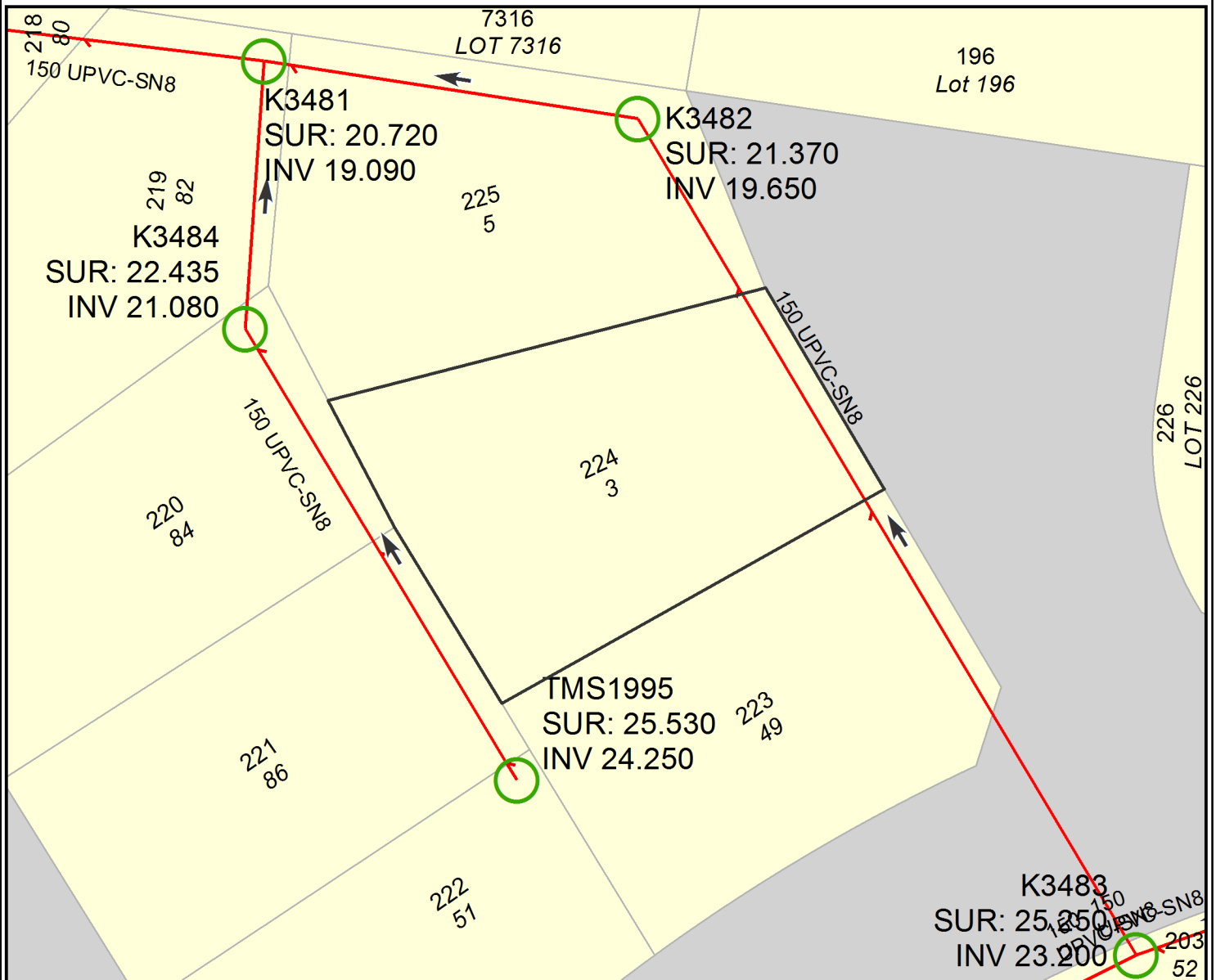
APPLICATION NO.: 2306711

APPLICANT REF: M 724057 Barnes

RATEABLE PREMISE NO.: 9999933590

PROPERTY ADDRESS: 3 TRIMBY CL EAST MAITLAND 2323

LOT/SECTION/DP:SP: 224//DP 1288405



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

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

IMPORTANT:

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

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

Date: 26/06/2024

Scale at A4: 1:500

CADASTRAL DATA © LPI OF NSW
CONTOUR DATA © AAMHatch
© Department of Planning

SEWER/WATER/RECYCLED WATER
UTILITY DATA
© HUNTER WATER CORPORATION

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Annexure A

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 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

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

Adjustments

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?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. 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.
15. 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.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building 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 (NSW)* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?

- (iii) please state the builder's name and licence number;
- (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
- 17. 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?
- 18. If a swimming pool is included in the sale:
 - (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
 - (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

Affectations

- 20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
- 21. 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?
- 22. 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 including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 23.
 - (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other Property pass through the Property?
- 24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Capacity

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

Requisitions and transfer

- 26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
- 27. 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.
- 28. 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.
- 29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 30. The purchaser reserves the right to make further requisitions prior to completion.
- 31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.