

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Valley Estate Agents 26 Elgin Street, Maitland NSW 2320 Email: reception@valleyestateagents.com.au	Phone: 4934 1901

co-agent

vendor

vendor's solicitor

date for completion **42nd day after the contract date** (clause 15)

land (address, plan details and title reference) **29 Guthrie Crescent, Thornton NSW 2322**
Lot 4045 in Deposited Plan 1243336
Folio Identifier 4045/1243336

VACANT POSSESSION subject to existing tenancies

improvements HOUSE garage carport home unit carspace storage space
 none other:

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

other documents:

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

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

exclusions **NIL**

purchaser

purchaser's solicitor

price \$

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

balance \$

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

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

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

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

Manual transaction (clause 30) NO yes

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

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

Land tax is adjustable NO yes

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

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

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

not made in the course or furtherance of an enterprise that the vendor carries on section 9-5(b))

by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

GST-free because the sale is the supply of a going concern under section 38-325

GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input 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 to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" 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	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off-the-plan contract <input type="checkbox"/> 59 other document relevant to off-the-plan contract
<p>Home Building Act 1989</p> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover	<p>Other</p> <input type="checkbox"/> 60
<p>Swimming Pools Act 1992</p> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

29 GUTHRIE CRES THORNTON NSW 2322

SPECIAL CONDITIONS

1 Purchasers warranty re introducing agent

The Purchaser warrants that he was not introduced to the property or to the Vendor by any Real Estate Agent or other person entitled to claim commission as a result of this sale (other than the Vendor's agent, if any, specified in the Agreement) and the Purchaser shall indemnify the Vendor, against any substantiated claim arising out of any such introduction of the Purchaser and against all claims, costs and expenses of and incidental to the defence and determination of any such claim made against the Vendor. This clause shall not merge on completion.

2 Notice to complete

If either party is unable or unwilling to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a Notice to Complete making the time for completion essential. Such a Notice shall give not less than 14 days notice after the day immediately following the day on which that Notice is received by the recipient of the Notice. The Notice may nominate a specified hour on the last day as the time for completion. A Notice to Complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.

3 Interest

If the Purchaser shall not complete this purchase by the completion date, without default by the Vendor, the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase money, an amount calculated as ten per cent (10%) interest on the balance purchase money, computed at a daily rate from the day provided for herein for settlement until and including the day on which this sale shall be completed. It is agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.

4 Contract complete understanding

The Purchaser acknowledges that the provisions of this Contract constitute the full and complete understanding between the parties and there is no other understanding, agreement, warranty or representation whether express or implied in any way extending, defining or otherwise relating to the provisions of this Contract or binding on the parties hereto with respect to any matters to which this Contract relates.

5 Purchasers acknowledgement re inspection of property

The Purchaser acknowledge and agrees that the Purchaser buys the property relying on the Purchaser's own knowledge, inspection and enquiries and does not rely on any alleged warranties or representations made by or on behalf of the Vendor. The Vendor makes no representations or warranties as regards the state of repair or otherwise of any fixtures, fittings or inclusions (including electrical equipment being in working order) in which regard the Purchaser relies upon their own inspection and enquiries.. The Purchaser cannot make a claim objection or requisition in respect of the state of repair or condition of the property, improvements or inclusions (including in regard to inclusions any breakdown or fair wear and tear in respect of same occurring after the date of this contract).

6 Amendments to contract terms

The Contract for Sale of Land 2022 edition is amended as follows:

- i) Clause 5.2 is amended by amending the reference to "21 days" to "7 days"
- ii) Clause 7.1.1 is amended by amending the reference to "5%" to "1%"
- iii) Clause 14.4.2 is amended by deleting the words "the person who owned the land owned no other land"
- iv) Clause 14.7 of this Contract is hereby varied by the addition of the following sentence:

“The amounts and figures for water usage furnished by the relevant water rating authority, even if estimated or provisional or based on previous water usage for a corresponding period in the preceding year, shall be conclusive for the purposes of such adjustment”.

- v) Clause 25.1.1 is amended by deleting the word “limited”

7 Deposit (where less than 10%)

Despite any other provision of this contract, if;

- (i) The deposit agreed to be paid (or actually paid) by the Purchaser is less than ten per centum (10%) of the purchase price, and;
- (ii) The Vendor becomes entitled to forfeit the deposit actually paid, the Purchaser will immediately upon demand pay to the Vendor the difference between ten per centum (10%) of the purchase price and the amount actually paid (to the intent that a full ten per centum (10%) of the purchase price is forfeitable by way of deposit upon default).
- (iii) The Purchaser acknowledges that if this clause applies it is because the Vendor has agreed to a lesser deposit only at the Purchaser's request and only on the basis that this clause is included in the contract. The Purchaser acknowledges that the obligation of the Purchaser to make the payment required by this clause is reasonable in the circumstances to protect the genuine interests of the Vendor

8 Payment of deposit by instalments

Notwithstanding clause 2 of this Contract, if a cooling off period applies to this contract, the purchaser may pay the deposit in two (2) installments as follows:

- (i) 0.25% of the agreed purchase price to be paid on or before the date of this Contract: and
- (ii) 9.75% of the agreed purchase price to be paid at any time before 5pm on the fifth (5th) business day after the date of which this Contract was made.

9 Release of deposit

Notwithstanding any provision herein to the contrary the Purchaser agrees that the deposit (or part thereof) as paid herein may be released to Vendor for application towards a deposit on the purchase of property by the Vendor **provided always** that upon release the deposit funds shall be paid direct to the trust account of such real estate agent as may be involved in the sale of property to the Vendor (or if no real estate agent is involved then only to the trust account of the solicitor acting for the vendor on the sale to the Vendor herein) and that the deposit shall not be further released.

10 Requisitions on Title

The Purchaser agrees to only raise standard requisitions in the form annexed.

11 Vendor disclosure re sewer lines location diagram non-availability

The vendor discloses and the purchaser acknowledges that **if** the property is serviced by Hunter Water Corporation, Hunter Water Corporation do not provide sewer lines location diagrams (sewer service diagrams) and that they issue only Service Location Plans showing the location of the Corporation's sewer main

The purchaser agrees that no right of rescission, objection, requisition or claim shall arise in this regard.

12 Adjustments

The parties agree to adjust all the usual outgoings including water rates, council rates, strata levies, etc. for settlement however if there is an error in any amounts adjusted the parties agree to correct such error and to reimburse each other following completion.

This clause shall not merge on completion.

13 **If subject to tenancy**

- (i) If the property is sold subject to any tenancy, residential or commercial, the purchaser cannot make a claim for compensation or requisition or rescind or terminate or delay completion if any tenant vacates any part of the property on or before completion.
- (ii) The vendor does not warrant that any lease will be in force at the completion date.
- (iii) The purchaser has satisfied itself about any existing lease.
- (iv) Excluded from the sale are any tenant's fixtures and fittings and the purchaser acknowledges that it relies entirely on its own enquiries in identifying them and cannot make a claim or requisition or delay completion, rescind or terminate in relation to any such items.

14 **Guarantee and indemnity**

If the purchaser is a company, the directors of the company by executing this contract, are deemed to have also executed the following Deed of Guarantee and Indemnity on the same date as this contract.

DEED OF GUARANTEE AND INDEMNITY

- (a) The Vendor has entered into this contract at the request of and (the "guarantor(s)")
- (b) The guarantor(s) unconditionally and irrevocably guarantees to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under the Agreement.
- (c) As a separate undertaking, the guarantor(s) unconditionally and irrevocably indemnifies the Vendor against all liability or loss incurred by the Vendor and any costs, charge or expenses incurred in connection with a breach by the Purchaser of the Agreement not exceeding the purchase price and the interest provided for under the Agreement, it being agreed that it is not necessary for the Vendor to incur expense or make payment enforcing the right of indemnity.
- (d) The guarantor(s) waives any right he or she has of first requiring the Vendor to commence proceedings or enforce any other right against the Purchaser or any other person before claiming under this guarantee and indemnity.
- (e) This guarantee and indemnity is a continuing security and is not discharged by any one payment or any one act.
- (f) The liabilities of the guarantor(s) under this guarantee and indemnity and the rights of the Vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in the equity including, but not limited to, one or more of the following:
 - i) the Vendor granting time or other indulgence to, compounding or compromising with or releasing the Purchaser;
 - ii) acquiescence, delay, acts, omissions or mistakes on the part of the Vendor;
 - iii) any novation of a right of the Vendor;
 - iv) any variation of the Agreement; or
 - v) the invalidity or unenforceability of an obligation or liability of a person other than the guarantor(s).
- (g) The guarantor(s) may not, without the consent of the Vendor:

- i) raise a set off or counter claim available to it or the Purchaser against the Vendor in reduction of its liability under this guarantee and indemnity; or
 - ii) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefits of any security or guarantee held by the Purchaser in connection with the Agreement.
- (h) If a claim that a payment or transfer to the Vendor in connection with the Agreement, or this guarantee and indemnity is void or voidable (including, but not limited to, a claim under laws relating to liquidation, insolvency or protection of creditors) is upheld, conceded or compromised, the Vendor is entitled immediately as against the guarantor(s) to the rights to which it would have been entitled under this guarantee and indemnity if the payment or transfer had not occurred.
- (i) The guarantor(s) agrees to pay or reimburse the Vendor on demand for:
 - i) the Vendor's costs, charges and expenses in making, enforcing and doing anything in connection with this guarantee and indemnity including, but not limited to, legal costs and expenses on a full indemnity basis; and
 - ii) all stamp duties, fees, taxes and charges which are payable in connection with this guarantee and indemnity or a payment, receipt or other transaction contemplated by it.
- (j) It is an essential term of the Contract that the guarantor(s) signs this guarantee.

.....
Name:
Director/Secretary

.....
Name:
Director/Secretary

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (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 outgoing 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 Information Certificate of 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 (as referred to in the former s109C of the Environmental Planning and Assessment Act) or an Occupation Certificate as referred to in s6.4 of that Act 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 or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
- 17.
- (a) 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?
 - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
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 or 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/Benefits**
- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
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) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
- 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. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser

- to make any RW payment.
28. 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.
 29. 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.
 30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
 31. The purchaser reserves the right to make further requisitions prior to completion.
 32. 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.



FOLIO: 4045/1243336

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
11/11/2024	12:51 PM	2	10/10/2018

LAND

LOT 4045 IN DEPOSITED PLAN 1243336
AT THORNTON
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF ALNWICK COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1243336

FIRST SCHEDULE

KYLIE-ANNE HARRISON
STEPHEN THOMAS HARRISON
AS JOINT TENANTS (T AN772701)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 BK 1162 NO 841 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- 3 DP1243336 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1243336 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1243336 EASEMENT FOR FOOTINGS AND SUPPORT OF RETAINING WALL 0.9 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1243336 RESTRICTION(S) ON THE USE OF LAND
- 7 AN772702 MORTGAGE TO MEMBERS EQUITY BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

RAYMOND TERRACE ROAD
 P.M.60179 FD. (ESTD.)
 P.M.60280 FD. (ESTD.)

CLAUSE 70 OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	STATE
P.M. 60179	373 588.487	6 314. 145. 072	A	1	FROM SCIMS	FOUND
S.S.M. 68280	373 422.903	6 373 165.018	B	2	FROM SCIMS	FOUND
P.M. 60370	373 508.661	6 373 651.646	B	2	FROM SCIMS	FOUND
S.S.M. 108000	373 142.285	6 373 206.106	B	2	FROM SCIMS	FOUND
S.S.M. 190372	374 307.251	6 373 204.646	C	4	TRAVERSE	FOUND
S.S.M. 190373	374 299.236	6 373 322.114	C	4	TRAVERSE	FOUND
S.S.M. 190606	374 058.684	6 373 480.189	C	4	TRAVERSE	FOUND
S.S.M. 190607	374 055.930	6 373 489.510	C	4	TRAVERSE	FOUND
S.S.M. 190608	374 375.356	6 373 479.238	C	4	TRAVERSE	FOUND
S.S.M. 190609	373 950.258	6 373 463.504	C	4	TRAVERSE	FOUND
S.S.M. 190611	373 734.750	6 373 315.620	C	4	TRAVERSE	FOUND
S.S.M. 190616	374 231.320	6 373 487.320	C	4	TRAVERSE	FOUND
S.S.M. 190651	374 471.580	6 373 271.372	C	4	TRAVERSE	PLAIED
S.S.M. 190652	374 072.927	6 373 279.221	C	4	TRAVERSE	PLAIED
S.S.M. 190653	373 994.967	6 373 287.404	C	4	TRAVERSE	PLAIED
S.S.M. 190654	374 555.831	6 373 407.825	C	4	TRAVERSE	PLAIED
S.S.M. 190655	374 081.351	6 373 398.928	C	4	TRAVERSE	PLAIED
S.S.M. 190656	374 000.719	6 373 375.705	C	4	TRAVERSE	PLAIED

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION	ORIGIN
R.M.18	91°39'50"	4.23 12.62	R.M.D.H.M.S	DP.1233374
R.M.19	112°20"	4.68 13.345	R.M.D.H.M.S	DP.1233374
R.M.20	91°39'50"	4.22 12.63	R.M.D.H.M.S	DP.1233374
R.M.21	96°10'10"	4.395 12.655	R.M.D.H.M.S	DP.1233374

SHORT LINE AND ARC TABLE

LINE BEARING	DISTANCE	ARC RADIUS
1	192°43'	14.865 90

CLAUSE 71 OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017

MARK	AND VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATE
S.S.M. 68280	8102	LB	L2	FROM SCIMS - DATUM VALIDATION	FOUND
P.M. 60370	17196	LB	L2	FROM SCIMS - DATUM VALIDATION	FOUND
S.S.M. 108000	11827	B	2	SCIMS ADOPTED	FOUND
S.S.M. 190372	8182	LD	5		FOUND
S.S.M. 190373	9731	LD	5		FOUND
S.S.M. 190606	9521	LD	N/A		FOUND
S.S.M. 190607	9599	LD	N/A		FOUND
S.S.M. 190608	823	LD	N/A		FOUND
S.S.M. 190609	839	LD	N/A		FOUND
S.S.M. 190611	7885	LD	N/A		FOUND
S.S.M. 190616	10451	LD	N/A		FOUND
S.S.M. 190650	12150	LD	N/A		PLAIED
S.S.M. 190651	14270	LD	N/A		PLAIED
S.S.M. 190652	15503	LD	N/A		PLAIED
S.S.M. 190653	15461	LD	N/A		PLAIED
S.S.M. 190654	10688	LD	N/A		PLAIED
S.S.M. 190655	11219	LD	N/A		PLAIED
S.S.M. 190656	13149	LD	N/A		PLAIED

CLAUSE 69 OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017

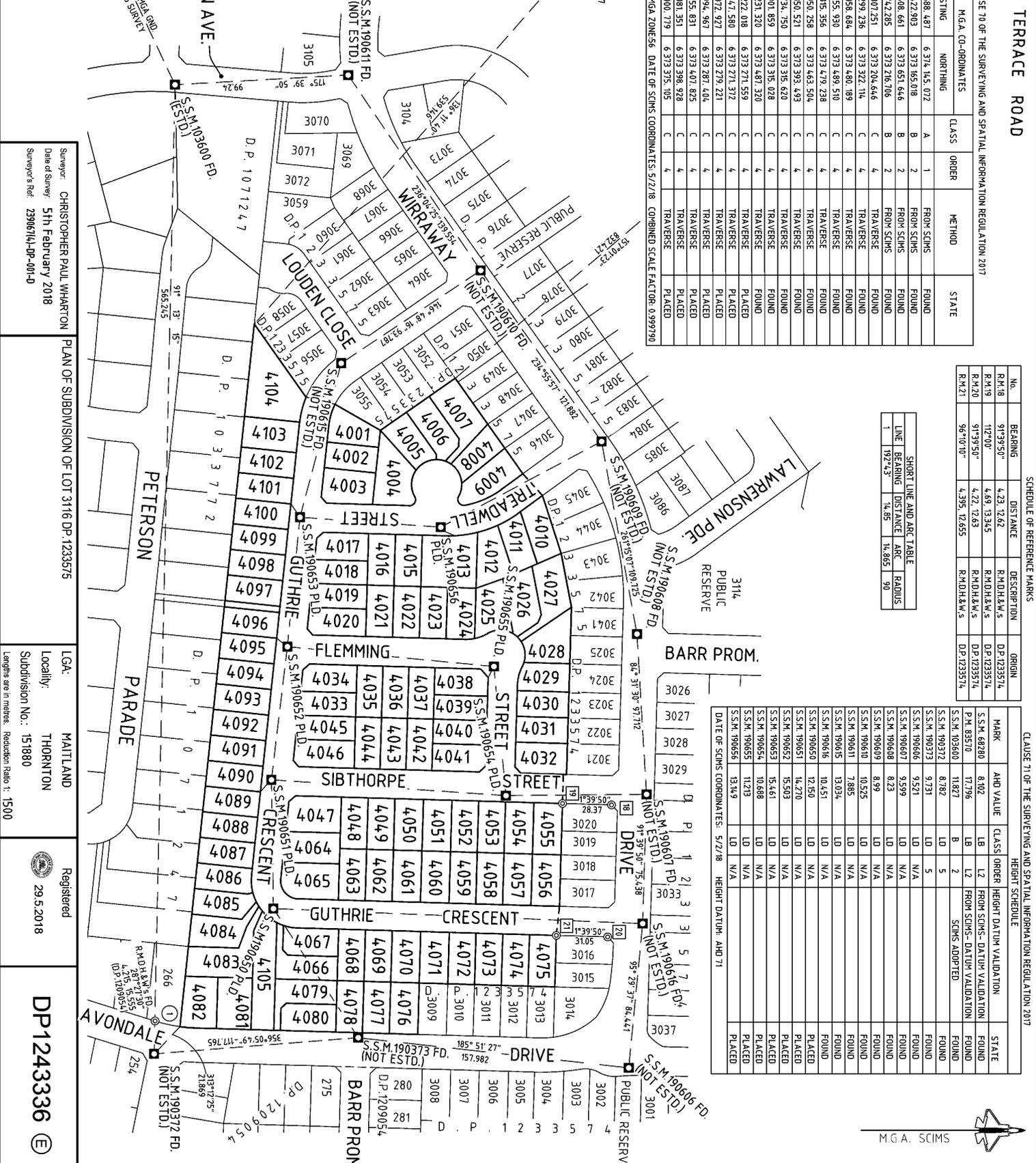
HEIGHT DIFFERENCE SCHEDULE

FROM	TO	HEIGHT DIFFERENCE	METHOD
S.S.M. 68280	P.M. 60370	+9.667	TRIGONOMETRIC HEIGHTING
P.M. 60370	S.S.M. 190611	-8.818	TRIGONOMETRIC HEIGHTING
S.S.M. 190611	S.S.M. 190616	+2.841	TRIGONOMETRIC HEIGHTING
S.S.M. 190616	S.S.M. 190653	+2.509	TRIGONOMETRIC HEIGHTING
S.S.M. 190653	S.S.M. 190656	-2.312	TRIGONOMETRIC HEIGHTING
S.S.M. 190656	S.S.M. 190609	-4.462	TRIGONOMETRIC HEIGHTING
S.S.M. 190609	S.S.M. 190610	+1.938	TRIGONOMETRIC HEIGHTING
S.S.M. 190610	S.S.M. 190655	+0.042	TRIGONOMETRIC HEIGHTING
S.S.M. 190655	S.S.M. 190654	-0.525	TRIGONOMETRIC HEIGHTING
S.S.M. 190654	S.S.M. 190607	-1.089	TRIGONOMETRIC HEIGHTING
S.S.M. 190607	S.S.M. 190608	+0.757	TRIGONOMETRIC HEIGHTING
S.S.M. 190608	S.S.M. 190651	-1.233	TRIGONOMETRIC HEIGHTING
S.S.M. 190651	S.S.M. 190650	-2.120	TRIGONOMETRIC HEIGHTING
S.S.M. 190650	S.S.M. 190372	-3.348	TRIGONOMETRIC HEIGHTING
S.S.M. 190372	S.S.M. 190373	+0.949	TRIGONOMETRIC HEIGHTING
S.S.M. 190373	S.S.M. 190616	-0.210	TRIGONOMETRIC HEIGHTING
S.S.M. 190616	S.S.M. 190606	+0.930	TRIGONOMETRIC HEIGHTING
S.S.M. 190606	S.S.M. 190607	-0.852	TRIGONOMETRIC HEIGHTING
S.S.M. 190607	S.S.M. 190616	-1.659	TRIGONOMETRIC HEIGHTING
S.S.M. 190616	S.S.M. 190651	+3.582	TRIGONOMETRIC HEIGHTING
S.S.M. 190651	S.S.M. 190650	+3.942	TRIGONOMETRIC HEIGHTING



Table of mm

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



Surveyor: CHRISTOPHER PAUL WHARTON
 Date of Survey: 5th February 2018
 Surveyor's Ref: 239067(A)-DP-001-D

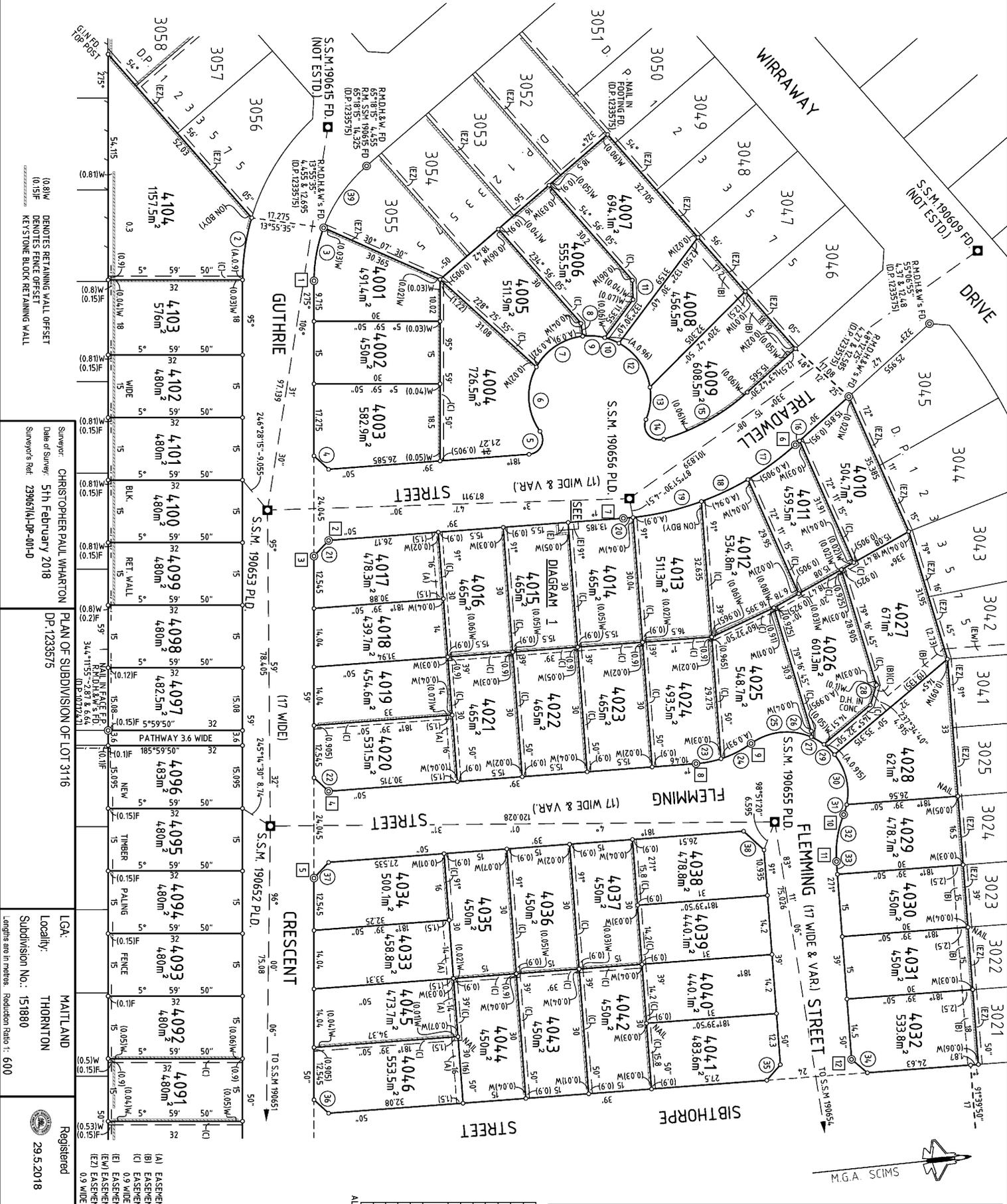
PLAN OF SUBDIVISION OF LOT 3116 DP-1233575

Local: THORNTON
 Subdivision No.: 151880
 Lengths are in metres. Reduction Ratio: 1:1500

Registered
 29.5.2018

DP1243336





LINE	BEARING	DISTANCE	ARC	RADIUS
1	104.1810°	15.045	15.095	53.5
2	286.1135°	12.92	12.99	36.5
3	228.4950°	4.76	4.795	13.5
4	301.0825°	6.095	6.295	18.5
5	272.6845°	15.45	16.295	44.5
6	332.1210°	13.235	13.765	38.5
7	89.2320°	3.1	3.1	14.5
8	93.5250°	5.28	5.31	14.5
9	271.33	3.675	3.63	14.5
10	93.4325°	4.675	4.63	14.5
11	61.9215°	12.885	13.32	34.5
12	103.0055°	7.83	7.93	23.5
13	54.0035°	6.325	6.35	18.5
14	156.3125°	22.845	23.04	51.5
15	323.4230°	1.39	1.405	68.5
16	329.5455°	14.02	14.045	68.5
17	340.5520°	12.255	12.275	68.5
18	350.2430°	16.705	16.745	68.5
19	180.4145°	2.315	2.315	68.5
20	318.4850°	5.135	5.135	68.5
21	48.4950°	4.76	4.76	23.5
22	158.4850°	8.08	8.095	23.5
23	174.4655°	6.02	6.05	23.5
24	158.5515°	8.02	8.05	23.5
25	179.4155°	14.245	15.095	34.5
26	216.1145°	1.41	1.41	14.5
27	216.2710°	3.15	3.15	14.5
28	227.245°	5.025	5.025	14.5
29	230.2040°	3.15	3.255	14.5
30	282.2925°	12.34	12.745	34.5
31	284.3510°	2.485	2.49	14.5
32	284.3510°	11.405	11.5	25.5
33	271.3950°	3.065	3.065	11.5
34	226.9350°	4.95	4.95	11.5
35	136.3950°	4.95	4.95	11.5
36	48.4950°	4.76	4.76	11.5
37	138.4950°	5.135	5.135	11.5
38	228.50°	6.625	6.625	11.5
39	130.3945°	18.185	18.185	36.5

No.	BEARING	DISTANCE
R.M.1	55.950°	4.36 12.56
R.M.2	91.950°	4.4 12.76
R.M.3	5.950°	4.4 12.4
R.M.4	271.950°	4.37 12.52
R.M.5	5.950°	4.38 12.5
R.M.6	53.2730°	4.42 12.52
R.M.7	98.45°	20.12
R.M.8	271.950°	4.38 12.5
R.M.9	2.043800°	4.32 12.705
R.M.10	6.2415°	4.55 25.09
R.M.11	139.50°	4.37 12.6
R.M.12	139.50°	4.36 12.56

ALL REFERENCE MARKS ARE DRILL HOLE & WING IN KERB

Surveyor: CHRISTOPHER PAUL WHARTON
 Date of Survey: 5th February 2018
 Surveyor's Ref: 2396714-PP-00-0

PLAN OF SUBDIVISION OF LOT 3116
 DP: 1233575

Locality: MATTLAND
 Subdivision No.: 151880

Registered
 29.5.2018

DP1243336

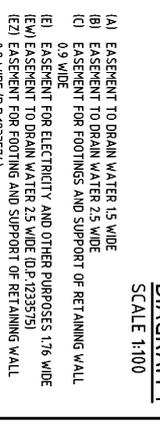


DIAGRAM 1
 SCALE 1:100

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
- (B) EASEMENT TO DRAIN WATER 2.5 WIDE
- (C) EASEMENT FOR FOOTINGS AND SUPPORT OF RETAINING WALL
- (D) 0.9 WIDE
- (E) EASEMENT FOR ELECTRICAL AND OTHER PURPOSES 1.76 WIDE
- (F) EASEMENT TO DRAIN WATER 2.5 WIDE (DP: 1233575)
- (G) EASEMENT FOR FOOTING AND SUPPORT OF RETAINING WALL 0.9 WIDE (DP: 1233575)

(0.8M) DENOTES RETAINING WALL OFFSET
 (0.15M) DENOTES FENCE OFFSET
 KEYSTONE BLOCK RETAINING WALL

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

SHORT LINE AND ARC TABLE

LINE	BEARING	DISTANCE	ARC	RADIUS
4.0	318° 49' 50"	5.135	-	-
4.1	328° 49' 50"	15.4	17.285	10.5
4.2	95° 59' 50"	4.27	-	-
4.3	85° 43'	9.815	9.817	27.5
4.4	65° 26' 05"	3.055	-	-
4.5	60° 39' 30"	3.065	5.72	27.5
4.6	60° 39' 30"	3.065	3.065	27.5
4.7	23° 34' 50"	3.035	3.41	27.5
4.8	38° 41' 20"	0.875	0.885	27.5
4.9	23° 05' 25"	4.08	4.085	27.5
5.0	10° 15'	8.21	8.24	27.5
5.1	46° 39' 50"	5.245	-	-
5.2	184° 49' 45"	9.94	9.945	90
5.3	271° 39' 50"	14.225	-	-
5.4	271° 39' 50"	14.225	-	-

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE
RM13	91° 39' 50"	4.4, 12.5
RM14	91° 39' 50"	4.36, 12.75
RM15	5° 59' 50"	4.38, 12.5
RM16	5° 59' 50"	4.4, 12.5
RM17	271° 39' 50"	4.37, 12.5
RM18	271° 39' 50"	4.5, 12.5

ALL REFERENCE MARKS ARE DRILL HOLE & WING IN KERB

DIAGRAM 3
SCALE 1:150

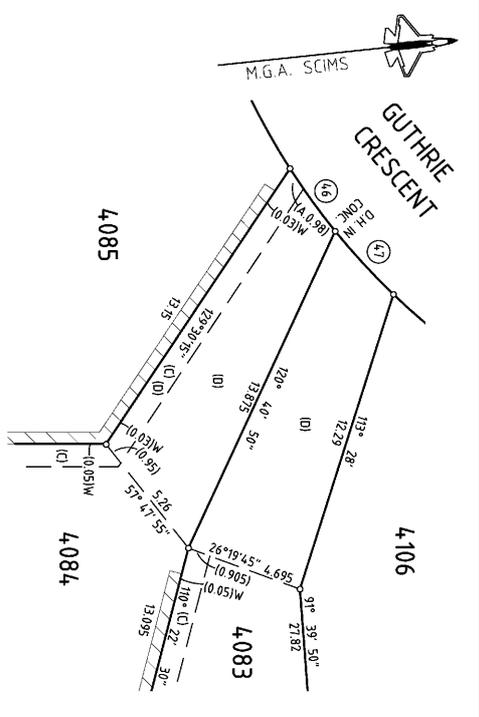
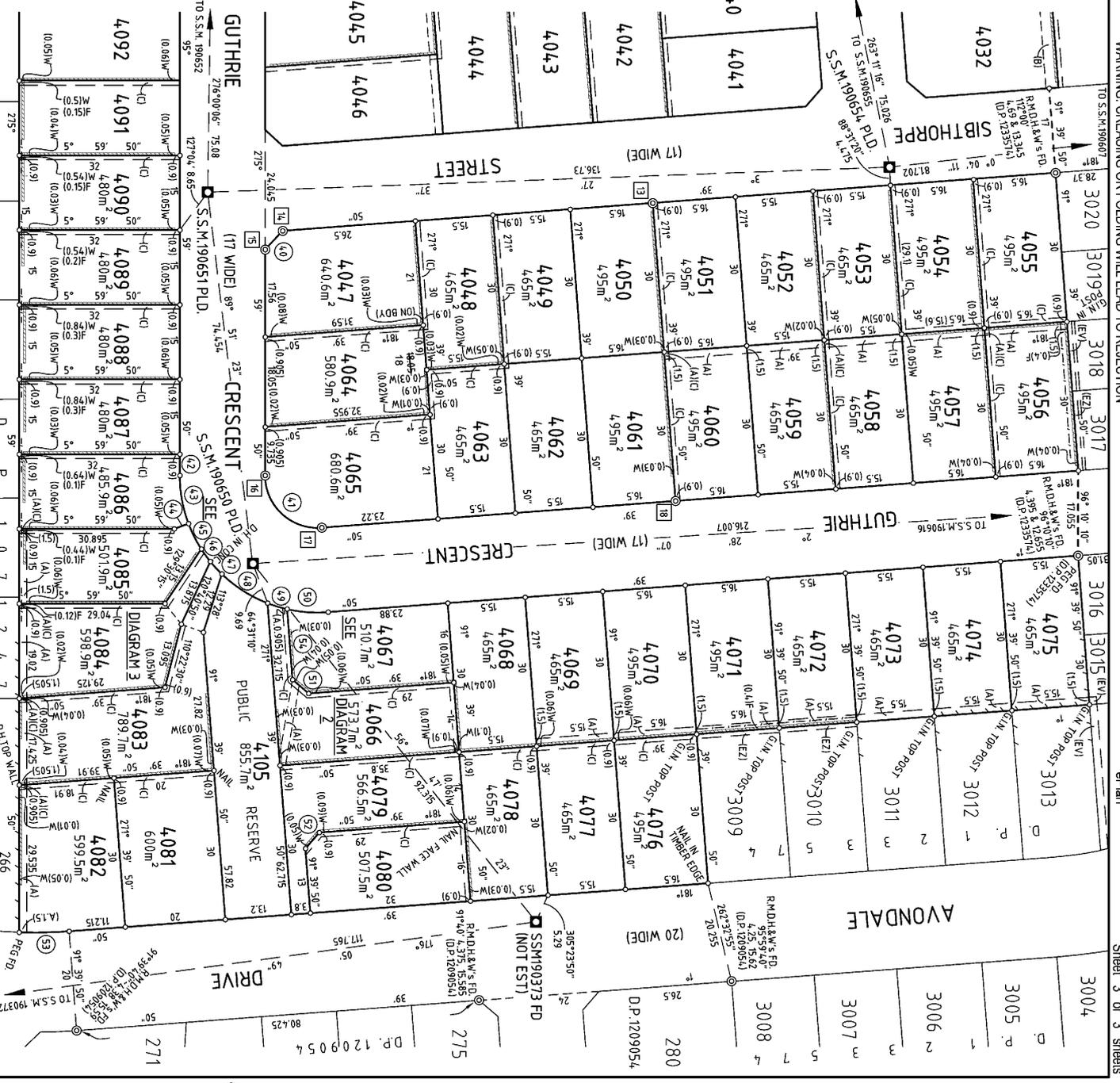
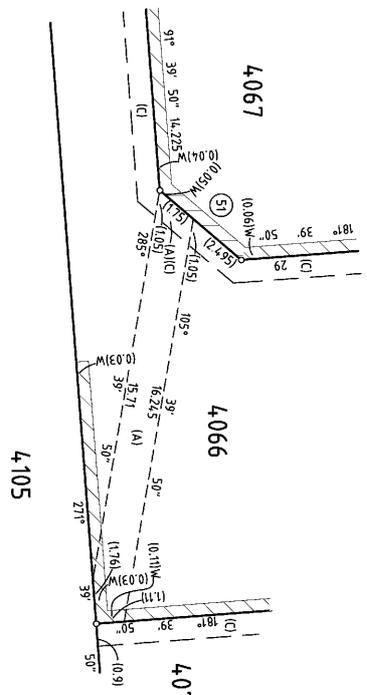


DIAGRAM 2
SCALE 1:150



(A) EASEMENT TO DRAIN WATER 15 WIDE
 (B) EASEMENT TO DRAIN WATER 2.5 WIDE
 (C) EASEMENT FOR FOOTINGS AND SUPPORT OF RETAINING WALL 0.9 WIDE
 (D) RIGHT OF ACCESS VARIABLE WIDTH
 (E) EASEMENT FOR FOOTING AND SUPPORT OF RETAINING WALL 0.9 WIDE (D.P. 1233374)
 (F) EASEMENT FOR FOOTING AND SUPPORT OF RETAINING WALL 0.9 WIDE (D.P. 1233374)
 (G) KEystone BLOCK RETAINING WALL
 (H) DENOTES RETAINING WALL OFFSET
 (I) DENOTES FENCE OFFSET

Surveyor: CHRISTOPHER PAUL WHARTON
 Date of Survey: 5th February 2018
 Surveyor's Ref: 2396714-P-001-D

PLAN OF SUBDIVISION OF LOT 3116
 DP: 1233375

LGA: MATTLAND
 Locality: THORNTON
 Subdivision No.: 151880
 Lengths are in metres. Reduction Ratio: 1: 600

Registered
 29.5.2018

DP1243336

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	SHEET 1 OF 7 SHEET(S)
Registered:  29.5.2018 Title System: TORRENS	Office Use Only DP1243336 ⓔ Office Use Only	
PLAN OF SUBDIVISION OF LOT 3116 DP.1233575	LGA: MAITLAND Locality: THORNTON Parish: ALNWICK County: NORTHUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> I, CHRISTOPHER PAUL WHARTON of ADW JOHNSON PTY LIMITED 7/335 HILLSBOROUGH ROAD, WARNERS BAY, NSW 2282 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on ...5th February 2018....., or *(b) The part of the land shown in the plan (*being/*excluding**) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>. Datum Line:..... 'A' - 'B' Type: *Urban/*Rural- The terrain is *Level-Undulating / *Steep Mountainous- Signature:  Dated: 30/4/2018 Surveyor Identification No: 8235 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, _____ (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature:..... Date:..... File Number:..... Office:.....	
<p style="text-align: center;">Subdivision Certificate</p> I, <u>Leanne Harris</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: <u>Maitland City Council</u> Date of endorsement: <u>16.5.18</u> Subdivision Certificate number: <u>151880</u> File number: <u>DA 15-1880</u> *Strike through if inapplicable.		
Plans used in the preparation of survey / compilation — D.P.1071247 D.P.1209054 D.P.1219370 D.P.1233574 D.P.1233575	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE FLEMMING STREET AND THE EXTENSION OF GUTHRIE CRESCENT, TREADWELL STREET, SIBTHORPE STREET AND THE PATHWAY 3.6 WIDE TO THE PUBLIC AS PUBLIC ROAD. IT IS INTENDED TO DEDICATE LOTS 4105 TO THE PUBLIC AS PUBLIC RESERVE. If space insufficient continue on PLAN FORM 6A	
Surveyor's Reference: 239067(4)-DP-001-D	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 2 OF 7 SHEET(S)

Registered:  29.5.2018 Office Use Only

Office Use Only

DP1243336

PLAN OF SUBDIVISION OF LOT 3116
 DP.1233575

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

Subdivision Certificate Number: ... 151880
 Date of Endorsement: 16.5.18

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

CREATE:-

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. EASEMENT TO DRAIN WATER 2.5 WIDE (B)
3. EASEMENT FOR FOOTINGS AND SUPPORT OF RETAINING WALL 0.9 WIDE (C)
4. RIGHT OF ACCESS VARIABLE WIDTH (D)
5. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 1.76 WIDE (E)
6. RESTRICTION ON THE USE OF LAND

CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017				
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
4001	11	GUTHRIE	CRESCENT	THORNTON
4002	13	GUTHRIE	CRESCENT	THORNTON
4003	15	GUTHRIE	CRESCENT	THORNTON
4004	14	TREADWELL	STREET	THORNTON
4005	12	TREADWELL	STREET	THORNTON
4006	10	TREADWELL	STREET	THORNTON
4007	8	TREADWELL	STREET	THORNTON
4008	6	TREADWELL	STREET	THORNTON
4009	4	TREADWELL	STREET	THORNTON
4010	3	TREADWELL	STREET	THORNTON
4011	5	TREADWELL	STREET	THORNTON
4012	7	TREADWELL	STREET	THORNTON
4013	9	TREADWELL	STREET	THORNTON
4014	11	TREADWELL	STREET	THORNTON
4015	13	TREADWELL	STREET	THORNTON
4016	15	TREADWELL	STREET	THORNTON
4017	17	GUTHRIE	CRESCENT	THORNTON
4018	19	GUTHRIE	CRESCENT	THORNTON
4019	21	GUTHRIE	CRESCENT	THORNTON
4020	23	GUTHRIE	CRESCENT	THORNTON
4021	24	FLEMMING	STREET	THORNTON
4022	22	FLEMMING	STREET	THORNTON
4023	20	FLEMMING	STREET	THORNTON
4024	18	FLEMMING	STREET	THORNTON
4025	16	FLEMMING	STREET	THORNTON
4026	14	FLEMMING	STREET	THORNTON

If space insufficient use additional annexure sheet

Surveyor's Reference: 239067(4)-DP-001-D

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 4 OF 7 SHEET(S)

Registered:



29.5.2018

Office Use Only

Office Use Only

DP1243336

PLAN OF SUBDIVISION OF LOT 3116
DP.1233575

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

Subdivision Certificate Number: 151880
Date of Endorsement: 16.5.19

CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
4061	43	GUTHRIE	CRESCENT	THORNTON
4062	41	GUTHRIE	CRESCENT	THORNTON
4063	39	GUTHRIE	CRESCENT	THORNTON
4064	35	GUTHRIE	CRESCENT	THORNTON
4065	37	GUTHRIE	CRESCENT	THORNTON
4066	52	GUTHRIE	CRESCENT	THORNTON
4067	54	GUTHRIE	CRESCENT	THORNTON
4068	56	GUTHRIE	CRESCENT	THORNTON
4069	58	GUTHRIE	CRESCENT	THORNTON
4070	60	GUTHRIE	CRESCENT	THORNTON
4071	62	GUTHRIE	CRESCENT	THORNTON
4072	64	GUTHRIE	STREET	THORNTON
4073	66	GUTHRIE	CRESCENT	THORNTON
4074	68	GUTHRIE	STREET	THORNTON
4075	70	GUTHRIE	STREET	THORNTON
4076	60	AVONDALE	DRIVE	THORNTON
4077	58	AVONDALE	DRIVE	THORNTON
4078	56	AVONDALE	DRIVE	THORNTON
4079	52	AVONDALE	DRIVE	THORNTON
4080	54	AVONDALE	DRIVE	THORNTON
4081	50	AVONDALE	DRIVE	THORNTON
4082	48	AVONDALE	DRIVE	THORNTON
4083	50	GUTHRIE	CRESCENT	THORNTON
4084	48	GUTHRIE	CRESCENT	THORNTON
4085	46	GUTHRIE	CRESCENT	THORNTON
4086	44	GUTHRIE	CRESCENT	THORNTON
4087	42	GUTHRIE	CRESCENT	THORNTON
4088	40	GUTHRIE	CRESCENT	THORNTON
4089	38	GUTHRIE	CRESCENT	THORNTON
4090	36	GUTHRIE	CRESCENT	THORNTON
4091	34	GUTHRIE	CRESCENT	THORNTON
4092	32	GUTHRIE	CRESCENT	THORNTON
4093	30	GUTHRIE	CRESCENT	THORNTON
4094	28	GUTHRIE	CRESCENT	THORNTON
4095	26	GUTHRIE	CRESCENT	THORNTON

If space insufficient use additional annexure sheet

Surveyor's Reference: 239067(4)-DP-001-D

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 5 OF 7 SHEET(S)

Registered:  29.5.2018 Office Use Only

Office Use Only

DP1243336

PLAN OF SUBDIVISION OF LOT 3116
 DP.1233575

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

Subdivision Certificate Number: ... 151880
 Date of Endorsement: 16.5.18

CLAUSE 60(C) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2017				
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
4096	24	GUTHRIE	CRESCENT	THORNTON
4097	22	GUTHRIE	CRESCENT	THORNTON
4098	20	GUTHRIE	CRESCENT	THORNTON
4099	18	GUTHRIE	CRESCENT	THORNTON
4100	16	GUTHRIE	CRESCENT	THORNTON
4101	14	GUTHRIE	CRESCENT	THORNTON
4102	12	GUTHRIE	CRESCENT	THORNTON
4103	10	GUTHRIE	CRESCENT	THORNTON
4104	8	GUTHRIE	CRESCENT	THORNTON

If space insufficient use additional annexure sheet

Surveyor's Reference: 239067(4)-DP-001-D

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

SHEET 6 OF 7 SHEET(S)

Registered:  29.5.2018 Office Use Only

Office Use Only

DP1243336

PLAN OF SUBDIVISION OF LOT 3116
DP.1233575

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

Subdivision Certificate Number: 151880
Date of Endorsement: 16-5-18

Signed, sealed and delivered for
and on behalf of Alpha
Distribution Ministerial Holding
Corporation 67 505 337 385 in the
presence of:



Signature of Witness

..RICHARD DEAT.....
Print name of Witness

~~126 Phillip Street, Sydney NSW 2000~~
52 Martin Place, Sydney NSW 2000



Signature of Agent for Michael Pratt, NSW Treasury
Secretary (NSW Treasurer's delegate under delegation
dated 24 November 2015), on behalf of Alpha
Distribution Ministerial Holding Corporation

ANGELO WICKETTS

Name of Agent in full

If space insufficient use additional annexure sheet

Surveyor's Reference: 239067(4)-DP-001-~~PD~~ CW

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET SHEET 7 OF 7 SHEET(S)

Registered:  29.5.2018 Office Use Only

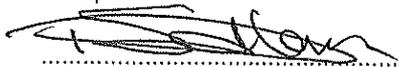
Office Use Only
DP1243336

PLAN OF SUBDIVISION OF LOT 3116
DP.1233575

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

Subdivision Certificate Number: ..151880.....
Date of Endorsement:16.5.18.....

SIGNED by Martin Coates
as a Tier 1 attorney for Defence Housing Australia
ABN 72 968 504 934 under Power of Attorney
registered Book 4349 No 460
in the presence of:


Signature of Witness

Donna Sallam
Name of witness (Block Letters)

2/45D Fitzroy street
Address of witness Carrington NSW


By executing this agreement the attorney states that the attorney is authorised to act under the Power of Attorney

If space insufficient use additional annexure sheet

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

Lengths are in metres

(Sheet 1 of 9 sheets)

Plan: **DP1243336**

Plan of Subdivision of Lot 3116 DP 1233575 covered by Subdivision Certificate No. 151880
 Dated: 16.5.18

Full name and address of the owner of the land:

Defence Housing Australia
 ABN 72 968 504 934
 26 Brisbane Avenue, BARTON ACT 2601

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement to Drain Water 1.5 wide (A)	4017 4020 4033 4045 4046 4056 4057 4058 4059 4060 4066 4069 4070 4071 4072 4073 4074 4075 4082 4083 4084 4085	4018 4019 4034 4033, 4034 4033, 4034, 4045 4057 to 4061 inclusive 4058 to 4061 inclusive 4059, 4060, 4061 4060, 4061 4061 4067 4068 4068, 4069 4068, 4069, 4070 4068 to 4071 inclusive 4068 to 4072 inclusive 4068 to 4073 inclusive 4068 to 4074 inclusive 4083, 4084, 4085, 4086 4084, 4085, 4086 4085, 4086 4086
2	Easement to Drain Water 2.5 wide (B)	4008 4009 4027 4030 4031 4032	4007 4007, 4008 4026 4029 4029, 4030 4029, 4030, 4031

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

Lengths are in metres

(Sheet 2 of 9 sheets)

Plan: **DP1243336**

Plan of Subdivision of Lot 3116 DP 1233575 covered by Subdivision Certificate No. 151880 Dated: 16.5.18

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities.
3	Easement for Footings and Support of Retaining Wall 0.9 wide (C)	4004	4001, 4002, 4003
		4005	4004
		4006	4005
		4007	4006
		4010	4011
		4011	4012
		4012	4013
		4013	4014
		4014	4015
		4015	4016
		4016	4017, 4018
		4020	4019
		4021	4016, 4019, 4020
		4022	4015, 4021
		4023	4014, 4022
		4024	4013, 4023
		4025	4012, 4024
		4026	4011, 4012, 4025
		4027	4011, 4026
		4035	4034
		4036	4035
		4037	4036
		4038	4037
		4039	4037
		4040	4042
		4041	4042
		4042	4037, 4043
		4043	4036, 4044
		4044	4035, 4045, 4046
		4046	4045
		4048	4047
4049	4048		
4051	4050		
4053	4052		
4054	4053, 4057		
4055	4054, 4056		
4056	4057		
4058	4059		
4060	4061		
4063	4048, 4064		
4064	4047		
4065	4064		

112

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

Lengths are in metres

(Sheet 3 of 9 sheets)

Plan: **DP1243336**

Plan of Subdivision of Lot 3116 DP 1233575 covered by Subdivision Certificate No. *151880*
 Dated: *16.5.18*

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities.
		4066 4076 4077 4078 4079 4080 4081 4082 4083 4084 4085 4086 4087 4088 4089 4090 4091 4104	4067, 4068 4070 4069 4068 4066 4079 4083 4083 4084 4085 4086 4087 4088 4089 4090 4091 4092 4103
4	Right of Access variable width (D)	4083 4084	4084 4083
5	Easement for Electricity and Other Purposes 1.76 wide (E)	4014 4015	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
6	Restriction on the Use of Land	Lots 4001 to 4104 inclusive	Defence Housing Australia ABN 72 968 504 934

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

Lengths are in metres

(Sheet 4 of 9 sheets)

Plan: **DP1243336**

Plan of Subdivision of Lot 3116 DP 1233575
covered by Subdivision Certificate No. 151880
Dated: 16.5.18

Part 2 (Terms)

1. Terms of Easement to Drain Water 1.5 wide (A) numbered 1 in the plan.

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

2. Terms of Easement to Drain Water 2.5 wide (B) numbered 2 in the plan.

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

3. Terms of Easement for Footings and Support of Retaining Wall 0.9 wide (C) numbered 3 in the plan.

3.1 In this Easement, the following terms mean:

Footings means the footings of the Retaining Wall

Retaining Wall means the retaining wall located on the Lots Benefited.

3.2 The owner of Lot Benefited:

- (a) may insist that the Footings that are located within the Easement Site on the Lot Burdened remain;
- (b) must keep the Footings in good repair and safe condition; and
- (c) may do anything reasonably necessary for that purpose including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything onto the Lot Burdened; and
 - (iii) carrying out work.

3.3 The Owner of the Lot Burdened grants to the Owner of the Lot Benefited a right of support over that part of the Lot Burdened containing the Easement Site for the purpose of supporting the Retaining Wall.

3.4 The Owner of the Lot Burdened must:

- (a) not do anything which will detract from the support of the Retaining Wall; and
- (b) allow the Grantee to enter that part of the Lot Burdened as is reasonably required and to remain there for any reasonable time for the purpose of carrying out any work necessary to ensure the support of the Retaining Wall and the Lot Benefited is maintained.

110.

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

Lengths are in metres

(Sheet 5 of 9 sheets)

Plan: **DP1243336**

Plan of Subdivision of Lot 3116 DP 1233575
covered by Subdivision Certificate No. 151980
Dated: 16.5.18

3.5 The Owner of the Lot Benefited:

- (a) must keep the Retaining Wall in good repair and safe condition; and
- (b) may do anything reasonably necessary for that purpose including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything onto the Lot Burdened; and
 - (iii) carrying out work

3.6 The Owner of the Lot Benefited, in exercising its rights under this Easement must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the Owner and any occupier of the Lot Burdened;
- (c) restore the Lot Burdened as nearly as practicable to its former condition; and
- (d) make good any collateral damage.

3.7 Except when urgent work is required, the Owner of the Lot Benefited must:

- (a) give the Owner of the Lot Burdened reasonable notice of intention to enter the Lot Burdened; and
- (b) only enter the Lot Burdened during times reasonably agreed with the Owner of the Lot Burdened.

4. Right of Access variable width (D) numbered 4 in the plan.

A Right of Access in terms set out in Part 14 of Schedule 8 of the Conveyancing Act 1919 as amended, is created.

5. Easement for Electricity and Other Purposes 1.76 wide (E) numbered 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.

6. Terms of Restriction on the Use of Land numbered 6 in the plan.

6.1 No dwelling, structure or other improvements on the lots burdened shall be constructed or permitted to remain unless at the time of construction they comply with the design requirements set out in the "Wirraway Thornton – Builder Design Guidelines" published by Defence Housing Australia. These "Wirraway Thornton – Builder Design Guidelines"



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

Lengths are in metres

(Sheet 6 of 9 sheets)

Plan: **DP1243336**

Plan of Subdivision of Lot 3116 DP 1233575
covered by Subdivision Certificate No. 151880
Dated: 16.5.18

may be amended from time to time without the need for DHA to notify or obtain consent from the owners of the lots benefited or burdened.

- 6.2 No building to be constructed consisting of dual occupancies, duplex, townhouse or villa.
- 6.3 No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Defence Housing Australia with the consent of Defence Housing Australia or its successors other than purchasers on sale but consent will not be withheld if such fencing is erected without expense to Defence Housing Australia or its successors and in favour of any person dealing with the purchaser or his assigns and such fencing is erected in accordance with the "Wirraway Thornton – Builder Design Guidelines". Consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser, its executors and administrators and assigns and successors in title only during the ownership of the said adjoining lands by Defence Housing Australia or its successors other than purchasers on sale.
- 6.4 No advertising structure, hoarding, sign, banner, shall be displayed or erected, on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Defence Housing Australia or its successors.
- 6.5 Any release, variation or modification of these Restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

Name of Authority empowered to release, vary or modify Easements and Rights of Access numbered 1, 2 and 4 in the Plan:

Maitland City Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

Name of Person or Authority Empowered to Release, Vary or Modify the Easement Numbered 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 the Restriction Numbered 6 in the Abovementioned Plan

Defence Housing Australia ABN 72 968 504 934 without the consent or any other person for so long as it remains the registered proprietor of any lots in the plan of subdivision to which the burden or benefit of such restrictions is attached.



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

Lengths are in metres

(Sheet 7 of 9 sheets)

Plan: **DP1243336**

Plan of Subdivision of Lot 3116 DP 1233575
covered by Subdivision Certificate No. 151860
Dated: 16.6.18

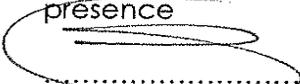
Executed for and on behalf of **Maitland City Council** by its authorised delegate pursuant to s.377 Local Government Act 1993


.....
(signature of delegate)

LEANNE HARRIS
.....
(name of delegate)

AUTHORISED OFFICER
MAITLAND CITY COUNCIL

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


.....
(signature of witness)

Patricia Stern
.....
(name of witness)

285-287 High Street
.....

Maitland NSW 2320
.....
(address of witness)

NO

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

Lengths are in metres

(Sheet 9 of 9 sheets)

Plan: **DP1243336**

Plan of Subdivision of Lot 3116 DP 1233575
covered by Subdivision Certificate No. **1S1880**

Dated: **16.5.18**

SIGNED by Martin Coates
as a Tier 1 attorney for Defence Housing Australia
ABN 72 968 504 934 under Power of Attorney
registered Book 4349 No 460
in the presence of:



Signature of Witness

Donna Sallam

Name of witness (Block Letters)

2 /450 Fitzroy Street

Address of witness Carrington NSW



By executing this agreement the
attorney states that the attorney is
authorised to act under the Power
of Attorney

REGISTERED



29.5.2018



NO. 841 BOOK 1162 CONVEYANCE

*Stamp Dept
L. Steel stamped 12-9-19*

710 *Alb*
18 SEP 1919

*Rob
JLB*

THIS INDENTURE made the *Second* day of *September* one thousand nine--
hundred and nineteen BETWEEN REGINALD CHARLES ALLEN and ARTHUR WIGRAM ALLEN both of Sydney
in the State of New South Wales Solicitors (hereinafter called the Mortgagees) of the first
part FREDERICK EALES of Berry Park near Morpeth in the said State Gentleman (hereinafter--
called the Vendor) of the second part and THOMAS GALLAGHER of Millers Forest in the said
State Farmer (hereinafter called the Purchaser) of third part WHEREAS by Indenture of Mortg-
age bearing date the Eleventh day of September one thousand nine hundred and twelve Registered
Number 324 Book 989 made between the Vendor of the one part and the Mortgagees of the other --
part (inter alia) the lands and hereditaments intended to be hereby assured were mortgaged
unto the Mortgagees to secure to them repayment of the sum of Five thousand pounds and interest
as therein mentioned AND WHEREAS by Indenture of Further Charge bearing date the Eleventh
day of September one thousand nine hundred and twelve Registered Number 329 Book 989 and----
between the same parties as the lastly hereinbefore recited Indenture the Vendor charged (inter
alia) the said lands and hereditaments with the payment to the Mortgagees of the further sum
of Two thousand two hundred and fifteen pounds fourteen shillings and one penny and interest
as therein mentioned AND WHEREAS the Vendor has agreed with the Purchaser for the sale to
him of the lands and hereditaments hereinafter mentioned and intended to be hereby assured and
the inheritance thereof in fee simple at the price of FIVE HUNDRED AND ONE POUNDS EIGHT----
SHILLINGS AND FOUR PENCE AND WHEREAS the Mortgagees have at the request of the Vendors
agreed to join and execute these presents for the purpose of releasing the said lands and----
hereditaments from the hereinbefore recited Indenture of Mortgage and Further Charge NOW THIS
INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the----
premises and of the sum of Five hundred and one pounds eight shillings and four pence to the
Vendor ^{paid} by the Purchaser on or before the execution of these presents (the receipt whereof the
Vendor doth hereby acknowledge) THEY the Mortgagees at the request and by the direction
of the Vendor testified by his execution hereof) DO and each of them doth hereby grant bargain
sell release and convey AND he the Vendor DOTH hereby grant release and confirm unto the
Purchaser and his heirs ALL THAT piece or parcel of land containing Seventy one acres two
roods twenty one perches being Farm 14A of Fred. Eales Subdivision of Berry House Estate and
part of an area of 1107½ acres which is part of a Subdivision of original portion 48 contain-
ing 2100 acres granted to John Eales situated in the Shire of Tarro Parish of Alnwick County
of Northumberland State of New South Wales COMMENCING at the South Westerly corner of Farm 1A
being a point on the easterly boundary of a Government Road one hundred links wide bearing and
distant by lines respectively sixty eight degrees forty two minutes for one hundred and seven
and nine tenth links and one hundred and eighty degrees forty one minutes for one thousand
eight hundred and seventeen and one tenth links from the intersection of the Westerly boundary
of John Eales 2100 acres Grant with a South Easterly boundary of the East Maitland to Raymond
Terrace Road one hundred links wide and bounded thence by a southerly and a South Westerly
boundary of Farm 2 aforesaid being lines respectively ninety degrees thirteen minutes for one
thousand four hundred and sixty seven and nine tenth links and one hundred and twenty five
degrees one minute for five hundred and six and seven tenth links to the South Westerly corner
of Farm 2A thence by a South westerly boundary and south easterly boundaries of that farm
being lines respectively one hundred and thirty five degrees ten minutes for one thousand
one hundred and seventy eight and three tenth links seventy six degrees twenty nine minutes
for one thousand four hundred and forty and eight tenth links and eighty six degrees seven-
teen minutes for sixty three and three tenth links to Farm 6A thence by a North westerly----
boundary and a South Westerly bound-

Thomas Gallagher

2 dary of that Farm being lines respectively one hundred and ninety three degrees forty five minutes for seven hundred and thirty six links and one hundred and seventy four degrees ten minutes for six hundred and forty six and seven tenth links to the corner common to Farms 6A 7A 13-A and 14A thence by the North Westerly boundary of Farm 13A aforementioned two hundred and sixty seven degrees twenty eight minutes and four thousand one hundred and five tenth links to the Government Road aforesaid and thence by part of the Easterly boundary of that Road three hundred and sixty degrees forty one minutes for two thousand three hundred and thirty and six tenth links to the point of commencement be the said several dimensions a little more or less EXCEPTING AND RESERVING thereout and the Purchaser hereby grants unto the Vendor his heirs and assigns owners and occupiers for the time being of Farm 6A of the said Subdivision of the Berry House Estate and every part or parts thereof full and free right and liberty for him and them and his and their servants visitors workmen and licensees at all times hereafter by day and by night with or without carts cars and other conveyances of whatever description laden or unladen to go pass and re-pass and to drive horses cattle and other animals to and fro along over and upon ALL THAT piece of land being part of the said Farm 14A of the Berry House Estate Commencing at the South Westerly corner of Farm 1A thence by lines respectively ninety degrees thirteen minutes for one thousand four hundred and sixty seven and nine tenth links and one hundred and twenty five degrees one minute for five hundred and six and seven tenth links to the South Westerly corner of Farm 2A thence one hundred and thirty five degrees ten minutes for one thousand one hundred and seventy eight and three tenth links seventy six degrees twenty nine minutes for one thousand four hundred and forty and eight tenth links and eighty six degrees seventeen minutes for sixty three and three tenth links to Farm 6A thence by part of a North Westerly boundary of that Farm one hundred and ninety three degrees forty five minutes for thirty one and eight tenth links thence by lines parallel to and distant twenty feet in rectangular measurement from the afore-described line South Westerly generally South Westerly North Westerly and Westerly to the Government Road one hundred links wide and thence by part of the Easterly boundary of that road three hundred and sixty degrees forty one minutes for thirty and three tenth links to the point of commencement SUBJECT nevertheless to and with the benefit of all other ways and rights of way (if any) and all drains and rights of drainage as may exist and be maintainable by right of user grant or otherwise through from or to the land hereby conveyed or any part thereof AND ALSO reserving to the Vendor his heirs and assigns all coal and other minerals and all metals lying and being in and under the said land and hereditaments hereinbefore described with liberty for the Vendor his heirs executors administrators and assigns from the adjoining lands and hereditaments or otherwise to work for mine and carry all such coal and other minerals and all metals AND RESERVING ALSO to the Vendor his heirs executors administrators and assigns the right to work any other lands hereby conveyed and to convey all coal and other minerals and metals gotten from such other lands through the land hereby conveyed but not with the right to enter upon or injure any portion of the surface of the said land hereby conveyed or any buildings thereon for the purposes aforesaid or any of them TOGETHER with by way of assurance and not exception or reservation all buildings erections fixtures paths passages rights privileges liberties easements and appurtenances -- whatsoever belonging or appertaining to the said lands and hereditaments hereinbefore expressed to be hereby assured and every part thereof AND ALL the estate right title interest ---- benefit claim and demand whatsoever both at law and in equity of the Mortgagees and of the Vendor in to and upon the same premises and every part thereof TO HAVE AND TO HOLD all the said premises hereinbefore granted and released or expressed so to be with the appurtenances but subject and reserving as aforesaid unto and to the use of the Purchaser his heirs and assigns for ever DREED AND ABSOLUTELY DISCHARGED from the hereinbefore recited Indenture of Mortgage and Further Charge and the moneys thereby secured or intended so to be and all



claims and demands in respect thereof AND each of them the Mortgagees as to his own acts and omissions only and not further or otherwise DOETH hereby for himself his heirs, executors and Administrators COVENANT with the Purchaser his heirs and assigns that they the said covenanting parties respectively have not at any time done or knowingly suffered or been party or privy to anything whereby they are prevented from granting and releasing the said premises hereinbefore expressed to be hereby granted and released or any of them or any part thereof in manner aforesaid or whereby the same or any part thereof are is can or may be impeached affected or encumbered in title estate or otherwise howsoever AND the Vendor doth hereby for himself his heirs executors and administrators covenant with the Purchaser his heirs and assigns in manner following that is to say THAT notwithstanding any act matter or thing by the Vendor or any person claiming under him made or done to the contrary he the Vendor now hath in himself good right and absolute authority by these presents to grant and release to the said hereditaments and premises and every part thereof with the appurtenances unto the Purchaser and his heirs to the use and in manner aforesaid AND that its shall be lawful for the Purchaser his heirs and assigns at all times hereafter peaceably and quietly to enter upon hold occupy possess and enjoy the said hereditaments and premises and to receive and take the rents and profits thereof for his and their own use without any eviction interruption or denial by the Vendor or any person or persons claiming or to claim from under or in trust for him AND that the said hereditaments and premises are by these presents freed and discharged from all charges and encumbrances whatsoever made or occasioned by the Vendor or any person claiming as aforesaid AND ALSO that the Vendor and his heirs and every person whomsoever legally claiming any estate or interest in the said hereditaments and premises through under or in trust for him or them will from time to time and at all times hereafter at the request and cost of the Purchaser his heirs or assigns execute and perfect every such lawful act deed or assurance in the law for more satisfactorily assuring the said hereditaments and premises and every part thereof to the uses with the reservations and in manner aforesaid as by the Purchaser his heirs or assigns shall be reasonably desired or required AND FURTHER the Mortgagees and the Vendor respectively as to their own respective acts and defaults only and not those of each other and so as to bind themselves respectively their respective heirs executors and administrators only while having the actual custody of the deeds and writings hereby covenanted to be produced and so far as practicable to bind such deeds and writings into whatsoever hands the same may come and not so as to bind themselves or any or either of them their or any or either of their heirs executors or administrators or to incur any liability in relation--- thereto further or otherwise do hereby for themselves respectively their respective heirs --- executors administrators and assigns COVENANT with the Purchaser his heirs and assigns that they the said covenanting parties respectively or some or one of them their or some or one of their executors administrators or assigns will at all times hereafter unless prevented by fire or other inevitable accident upon every reasonable request in writing and at the cost of the Purchaser his heirs or assigns or any of them or any person or persons having or claiming through him or them any estate or interest in the said hereditaments hereinbefore expressed to be hereby granted and released or any part thereof produce or cause to be produced in the State of New South Wales)but not elsewhere) to him or them or his or their agent or Solicitor or such other person or persons as he or they shall direct or otherwise as occasion shall require all or any of the deeds and writings mentioned in the schedule hereunder written for the proof defence and support of the title and possession of the Purchaser his heirs or assigns or any of such other person or persons as aforesaid to the said hereditaments and premises or any part thereof and will permit the same to be examined inspected or given in evidence and will also at the like request and cost make and furnish or cause to be made and furnished to

4

him or them such true copies attested if required or abstracts of or extracts from the same deeds and writings respectively as he or they may require and will in the meantime unless--- prevented as aforesaid keep the same deeds and writings safe whole (uncancelled and undefaced AND the Purchaser doth hereby for himself his heirs executors administrators and assigns -- covenant with the Vendor his executors administrators and assigns (other than Purchasers on sale) that he or they will not at any time erect any fence or any portion of a fence dividing the land hereby conveyed from any adjoining lands of the Vendor without the written consent of the Vendor but such consent shall not be necessary whenever such fence erected and maintained wholly at the expense of the Purchaser his executors administrators or assigns and without -- creating any liability on the part of the Vendor his executors or administrators in respect thereof INWITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first before written.

THE SCHEDULE HEREINBEFORE REFERRED TO

- 11th September 1912 Indenture of Partition made between Walter James Leslie Eales Alfred Erbest Eales Frederick Eales Arthur Wellington Eales and Arthur Wigram Allen (Executors of the Will of the late John Gresley Eales) of the first part Walter James Leslie Eales of the second part Alfred Ernest Eales of the third part, Frederick Eales of the fourth part Arthur Wellington Eales of the fifth part and Reginald Charles Allen of the sixth part Registered Number 319 Book 989.
- 11th September 1912 The hereinbefore recited Indenture of Mortgage made between the said Frederick Eales of the one part and Reginald Charles Allen and Arthur Wigram Allen of the other part Registered No. 324 Book 989.
- 11th September 1912 The hereinbefore recited Indenture of Further Charge made between the said Frederick Eales of the one part and the said Reginald Charles Allen and Arthur Wigram Allen of the other part Registered Number 329 Book 989.

SIGNED SEALED AND DELIVERED by the said--)
REGINALD CHARLES ALLEN in the presence of) *Reginald C. Allen* (L.S.)

BY the said ARTHUR WIGRAM ALLEN in the)
presence of) *L. S. J. Plowman* (L.S.)
Companing Clerk with Allen Allen & Hendley Solicitors

AND by the said FREDERICK EALES in the)
presence of) *Fred Eales* (L.S.)
L. S. J. Plowman

AND by the said THOMAS GALLAGHER in the)
presence of) *Thomas Gallagher* (L.S.)
Oliver R. Hopkins Clerk to Baker & Mackenzie, Solicitors, Raymond Terrace.

RECEIVED of and from the within named THOMAS GALLAGHER the sum of FIVE HUNDRED)
AND ONE POUNDS EIGHT SHILLINGS AND FOUR PENCE being the consideration money with) £501 - 8 - 4 *NSW*
in expressed to be paid by him to us.)

WITNESS *L. S. J. Plowman* *Fred Eales*
New



5

New South Wales(
Sydney to Wit.)

On this Eighteenth day of September in the year one thousand nine hundred and nineteen Henry Graham Allars of Sydney Clerk to John John and Family of the same place Deponent being duly sworn makes oath and says as follows:- That the writing contained on the four preceding pages is a true copy of the original instrument of which it purports to be a copy.

SWORN by the Deponent on the day first)
above-mentioned at Sydney before me)

H. G. Allars

[Signature]
Deputy Registrar.

RECEIVED into the Office of the Registrar General at Sydney this Eighteenth day of September A.D. 1919 at ten minutes to twelve o'clock in the PM noon from the said Henry Graham Allars.

[Signature]
Deputy Registrar.

Handwritten notes:
Murray
Murray
Murray

Certificate No.: PC/2024/3968
Certificate Date: 20/11/2024
Fee Paid: \$69.00
Receipt No.: 2051747
Your Reference: HARRISON 240607

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

APPLICANT: Jodi Law Conveyancing
jodi@jodilawconveyancing.com.au

PROPERTY DESCRIPTION: 29 Guthrie Crescent THORNTON NSW 2322

PARCEL NUMBER: 96953

LEGAL DESCRIPTION: Lot 4045 DP 1243336

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
- Thornton North S94 Contribution Plan 2008
- 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.

Council does not have sufficient information to determine the extent to which exempt development may or may not be carried out.

ITEM 6 – Affected building notices and building product rectification orders

Whether the council is aware that –

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

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

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

ITEM 7 - Land Reserved for Acquisition

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

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

ITEM 8 – Road widening and road realignment

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

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

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

ITEM 9 – Flood related development controls

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

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

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

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

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

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

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

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

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

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

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

Note in this section –

adopted policy means a policy adopted –

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

ITEM – 11 Bush fire prone land

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

The land is NOT identified as being bushfire prone land.

Note – In accordance with the *Environmental Planning and Assessment Act 1979*, bush fire prone land, in relation to area, means land recorded for the time being as

bush fire prone on a bush fire prone land map for the area. This mapping is subject to periodic review.

Note – The identification of land as not being bushfire prone does not mean that the land is not, or may not be affected by bushfire or that the land will not in the future be subject to bushfire related development controls, as additional data and information regarding the land become available.

ITEM – 12 Loose-fill asbestos insulation

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

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

ITEM – 13 Mine subsidence

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

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

ITEM – 14 Paper subdivision information

There is no development plan that applies to the:

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

ITEM – 15 Property vegetation plans

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

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

ITEM – 16 Biodiversity stewardship sites

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

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

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

ITEM 17 – Biodiversity certified land

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

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

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

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

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

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

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

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

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

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

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

ITEM 20 – Western Sydney Aerotropolis

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

ITEM 21 – Development consent conditions for seniors housing

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

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

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

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

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

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

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

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

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

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

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

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

Contaminated Land

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

Jeff Smith
General Manager



263 High-Street
Maitland NSW 2320

t 02 4934 9700
f 02 4933 3209

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

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



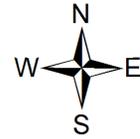
HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack
29 GUTHRIE
THORNTON NSW

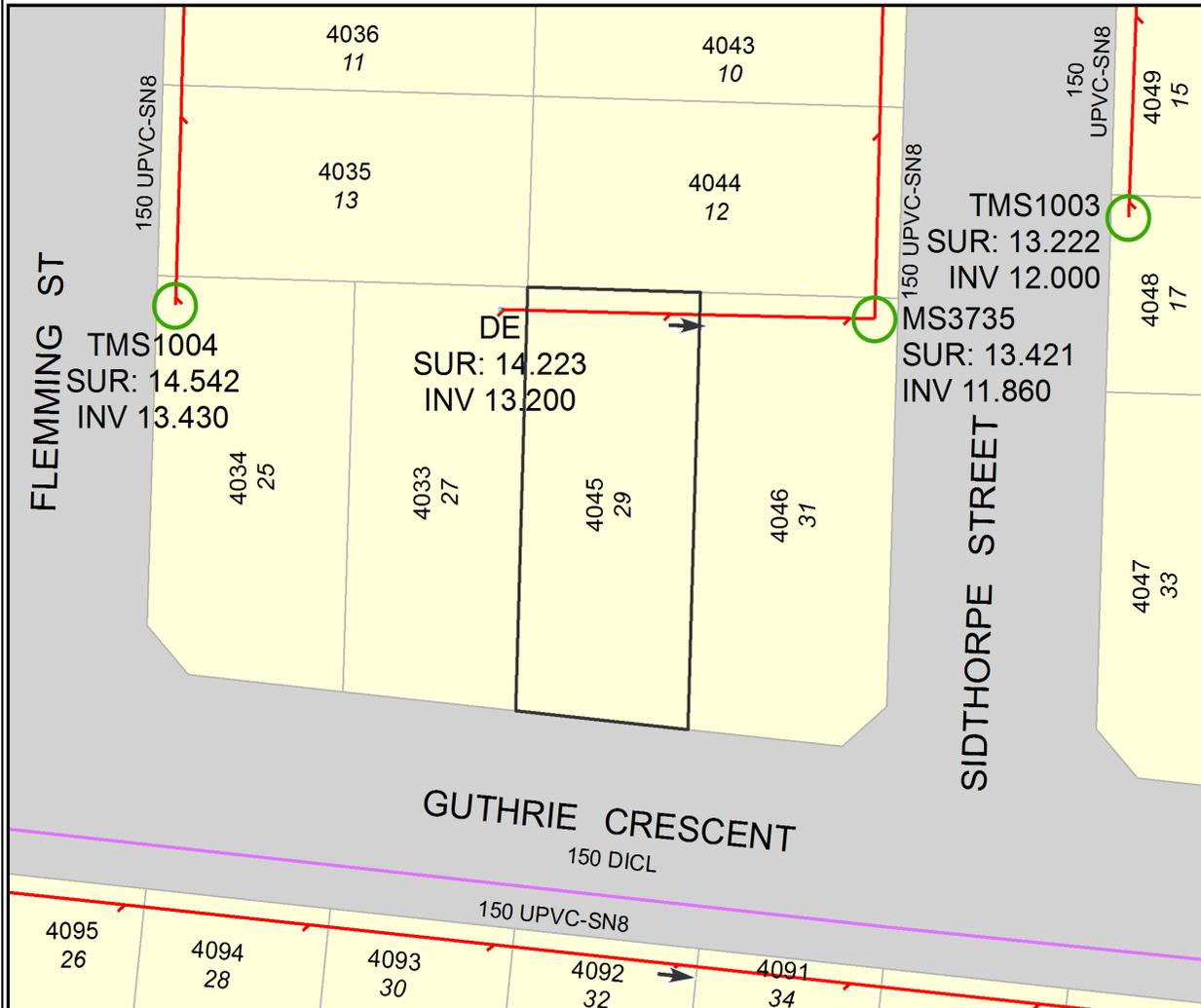
APPLICATION NO.: 2422750

APPLICANT REF: M 240607

RATEABLE PREMISE NO.: 8035927559

PROPERTY ADDRESS: 29 GUTHRIE CRES THORNTON 2322

LOT/SECTION/DP:SP: 4045//DP 1243336



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: 11/11/2024

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



Occupation Certificate

Issued in accordance with Sections 109C (1) and 109H of the Environmental Planning and Assessment Act 1979.

Certificate No:	CDC/116528
Determination:	APPROVED
Property Address:	LOT 4045 DP 1243336, 29 GUTHRIE CRESCENT, THORNTON NSW 2322
Description of Work:	Dwelling
BCA Classification:	1a, 10a
Type of Certificate:	FINAL

Statement

- The health and safety of the occupants of the building have been taken into consideration where an interim occupation certificate is being issued, and
- A current development consent or complying development certificate is in force for the building, and
- If any building work has been carried out, a current construction certificate (or complying development certificate) has been issued with respect to the plans and specifications for the building, and
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia, and
- A fire safety certificate has been issued for the building (if required), and
- A report from the Fire Commissioner has been considered (if required).

This certificate is issued by:

Jessie Nasif

JESSIE NASIF

ACCREDITATION NUMBER: BPB 2895

On behalf of BUILD CERT CONSULTANTS PTY LTD - ABC 8

ACCREDITATION BODY: BUILDING PROFESSIONALS BOARD

Certificate Determined on:

12 AUGUST 2019

Attachments

- *Schedule A: Schedule of Critical Stage Inspections*

CDC/116528 - 29 Guthrie Crescent, THORNTON

8b/26 Balook Drive, Beresfield NSW 2322

buildcert.com.au | info@buildcert.com.au

NEWCASTLE/HUNTER 02 4945 7400 | CENTRAL COAST 02 4391 0222 | MID NORTH COAST 02 6554 7648 | SAPPHIRE COAST 02 6494 4494 | SYDNEY 02 8118 8200

SCHEDULE A

Schedule of Critical Stage Inspections:

INSPECTION	RESULT	DATE	ACCREDITED CERTIFIER
Pier/Pad	Satisfactory	24/01/2019	Dane Ceccato
Stormwater Drainage Connections	Satisfactory	29/01/2019	Jodie Eagar
Slab on Ground	Satisfactory	12/02/2019	Dane Ceccato
Frame	Satisfactory	8/03/2019	Ian Davis
Wet Area Flashing	Satisfactory	1/04/2019	Jodie Eagar
Completion Inspection	Satisfactory	25/07/2019	Jessie Nasif
Completion Inspection	Satisfactory	12/08/2019	Jessie Nasif

CDC/116528 - 29 Guthrie Crescent, THORNTON

8b/26 Balook Drive, Beresfield NSW 2322

buildcert.com.au | info@buildcert.com.au

NEWCASTLE/HUNTER 02 4945 7400 | CENTRAL COAST 02 4391 0222 | MID NORTH COAST 02 6554 7648 | SAPPHIRE COAST 02 6494 4494 | SYDNEY 02 8118 8200

Certificate in respect of insurance for residential building work

Policy No:

Policy Date:

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the *State Insurance and Care Governance Act 2015*.

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period.
In respect of	
Description of construction as advised by builder^	
At	
Site plan number^	
Site plan type^	
Homeowner	
Carried out by	
Licence number	
Builder job number^	
Contract amount^	
Contract date^	
Premium paid	
Cost of additional products or services under contract	Nil - no additional services.
Price (including GST and Stamp Duty) <small>Note: The total price does not include any brokerage or other costs to arrange the insurance contract</small>	

^Additional information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

Certificate No:

Issued on:



Signed on behalf of the insurer

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

icare™ HBCF