

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Valley Estate Agents 444a High Street MAITLAND, NSW 2320	phone: 4934 1901 email: alana@valleyestateagents.com.au ref: Alana Barker

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

date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	15 DOGWOOD ST GILLIESTON HEIGHTS NSW 2321 Lot 828 DEPOSITED PLAN 1219603 Folio Identifier 828/1219603	

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

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

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

inclusions	<input 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 type="checkbox"/> blinds <input checked="" 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 checked="" type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: remote control for ceiling fans, remote control for air conditioner, auto garage door opener, remote control for auto garage door opener.

exclusions
purchaser

purchaser's
solicitor

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

contract date	(if not stated, the date this contract was made)
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Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify:

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____ Vendor</p> <p>_____ Vendor</p>	<p>Signed by</p> <p>_____ Purchaser</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</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>	<p>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</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>

ChoicesVendor agrees to accept a **deposit-bond**☐ NO ☒ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)

PEXA

Manual transaction (clause 30)☒ NO ☐ yes

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

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable☒ NO ☐ yes**GST:** Taxable supply☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☒ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make an *GSTRW payment*☒ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" 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 checked="" type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate 	<ul style="list-style-type: none"> <input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract
<p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance 	<p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
 - 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
 - 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
 - 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
 - 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
 - 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
 - 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
 - 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

15 DOGWOOD ST GILLRESTON HEIGHTS NSW 2227

ADDITIONAL CONTRACT PROVISIONS

1 Purchaser's warranty as to real estate agent

- 1.1 The purchaser warrants that the purchaser was not introduced to the property or the Vendor by a Real Estate Agent other than the Real Estate Agent, if any, disclosed on the front page of the contract and the purchaser agrees to indemnify the Vendor against any claim for commission, including the Vendor's costs of defending any such claim, which arises as a result of the purchaser's breach of this warranty;
- 1.2 This warranty and indemnity will not merge on completion;
- 1.3 The Vendor warrants that he has not entered into a sole or exclusive agency agreement as at the date hereto with any agent other than the agent named on the front page of the contract.

2 Liquidated damages

- 2.1 In the event that the Purchaser does not complete this contract on or before the completion date, and provided the Vendor is ready and willing to complete the contract, then the Purchaser shall from that date pay interest on the balance of the purchase price at the rate of 10% pa until completion.
- 2.2 In the event that the Vendor serves a Notice to Complete, the sum of \$330.00 on account of the additional legal fees incurred by the Vendor because of the delay;
- 2.3 The Purchaser acknowledges that the payment of the liquidated damages referred to herein is contemporaneous with the payment of the purchase price on settlement. It is agreed that the amount payable pursuant to this condition is a genuine pre-estimate of the Vendors' loss of interest for the purchase money and liability for rates and outgoings.

3 Time Under Notice

The parties agree that 14 days shall be reasonable notice for the purpose of any notice served by either party, including a notice to complete, making time of the essence.

4 Present Condition and State of Repair

(a) The Purchaser acknowledges that the property is being purchased: -

- In its present condition and state of repair;
- With any defects regarding construction or repair of any improvements thereon;
- Subject to any infestation and dilapidation; and
- In reliance upon the Purchaser's own inspection or the inspection of others engaged by the Purchaser.

(b) The Purchaser further acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness, for any purpose of any part of the property other than as contained in this Contract.

(c) The Purchaser must, at completion, accept the property in its present state of condition and repair at the Contract date, subject to fair wear and tear.

5 Condition of Inclusions

5.1 The inclusions listed on the front page of Contract are included in the purchase and the purchase price. The Purchaser:

- (a) acknowledges that none of the inclusions are new;
- (b) acknowledges that the Vendor has not made and does not make any representation or warranty as to the state of repair or condition of the inclusions; and
- (c) Shall accept the inclusions on the date on which the Purchaser is entitled to possession of the property in their current state of repair and condition, including reasonable fair wear and tear during the Contract period.

5.2 The Purchaser acknowledges that the title to the inclusions shall pass to the Purchaser on completion of this Contract and the Vendor shall not be required to give formal delivery of the inclusions to the Purchaser. The Vendor shall not be responsible for any mechanical breakdown after the making of this Contract in respect of any inclusions.

6 Death and Mental Illness

If the Vendor or Purchaser or any one or more of them shall die or become mentally ill pursuant to the *Mental Health Act 2007* No 8 prior to completion of this Contract, then either party may by notice in writing to the other party's legal representative may rescind this contract whereupon the provisions of clause 19 shall apply. However, the Purchaser cannot rescind the Contract under this clause if the Vendor is comprised of more than one person being Joint Tenants of the property and one or more Joint Tenants die leaving at least one surviving Joint Tenant prior to completion.

Notwithstanding anything else in this agreement, the surviving Joint Tenant will not be required to complete the sale earlier than 28 days after the date of death of the deceased Joint Tenant.

7 Requisitions on Title

The Purchaser agrees that the only form of general Requisitions on Title the Purchaser may make pursuant to Clause 5 shall be in the form of the Requisitions on Title annexed hereto.

8 Counterpart and Electronic Contract

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

8.2 Execution by the parties of the Contract by email or electronically via docusign and transmission of the executed Contract by either of those means shall constitute a valid and binding execution of this Contract by such part or parties.

8.3 For the purposes of the *Electronic Transaction Act 1999* (CTH) and *Electronic Transactions Act 2000* (NSW) each party consents to receiving and sending the Contract electronically.

8.4 The purchaser acknowledges that an original 'ink' signed copy of the vendors signed contract will not be provided.

9 Sewer Diagram – Hunter Water

9.1 The Vendor discloses, and the purchaser specifically acknowledges that the diagram annexed to the Contract may only disclose the sewer main and, as at the date of this Contract, this is the only diagram available for the property from Hunter Water.

9.2 The Purchaser accepts this diagram and shall make their own inquiries in relation to the services and the diagram. The Purchaser agrees to not call upon the Vendor to supply an updated diagram nor make any objection, requisition or claim, delay completion, rescind or terminate the Contract in respect of any matter disclosed in or arising from this clause.

10 GST - Residential

The Purchaser warrants that the property will be used predominately for residential accommodation. The Purchaser will indemnify the Vendor against any liability to pay GST arising from breach of this warranty. This clause shall not merge on completion.

11 This clause has been deleted

12 Deposit Paid by Instalments

- 12.1 The purchaser acknowledges and agrees that the deposit payable under this Contract is 10% of the purchase price. If the vendor has agreed to allow the purchaser to pay the 10% deposit payable under this Contract in two instalments, then the deposit is payable as follows:
- (a) as to 5% on the date of this Contract (time being of the essence); and
 - (b) the remaining 5% on the earlier of (time being of the essence):
 - (i) termination of this Contract by the vendor for a breach committed by the purchaser; and
 - (ii) the completion of this Contract.
- 12.2 The purchaser acknowledges that the vendor has agreed to accept the deposit by instalments at the purchaser's request in earnest of the bargain this Contract and its performance by the purchaser. The purchaser acknowledges that it is an essential term of this Contract that the vendor be entitled to recover from the purchaser the full 10% deposit should the purchaser default under this Contract.
- 12.3 If subclause 12.1 applies:
- (a) so much of the 10% deposit not paid by the purchaser on the date of this Contract is aliquidated debt due and payable by the purchaser to the vendor; and
 - (b) that debt must be repaid to the vendor on the earlier of:
 - (i) the vendor becoming entitled to the deposit under this Contract; and
 - (ii) completion of this Contract.
- 12.4 The purchaser acknowledges and agrees that in the circumstances entitling the vendor to forfeit the 10% deposit, then this amount represents a genuine pre-estimate of the vendor's loss and not a penalty.
- 12.5 Nothing in this clause shall be taken as restricting the vendor's rights under this contract or at law. The vendor's right under this Clause 13 shall continue notwithstanding termination of the Contract for a breach by the purchaser.

13 Extension(s) to Cooling Off Period and/or Finance Clause

If a cooling off period or finance clause applies to this Contract then on the second and each subsequent occasion that the purchaser requests an extension thereof irrespective of whether the request is granted by the vendor, the purchaser must on completion pay a further sum of \$110.00 inclusive of GST for the vendor's additional legal costs associated with the purchaser's request(s). This fee is agreed by the parties to be a genuine and reasonable pre-estimate of the Vendor's actual costs. The payment of this fee is an essential term of the completion of this Contract.

14 Change in Completion Date

The parties agree that if the completion date is delayed or brought forward by mutual agreement between the parties following exchange of Contracts, the new completion date is taken to be the original completion date under the Contract and no regard shall be had to original completion date.

The parties further agree that the vendor's rights pursuant to the provisions of the Contract in relation to liquidated damages and service of Notice to Complete may be imposed from the new completion date.

15 Final Inspection

The purchaser acknowledges the provisions of clause 12.3 of the Land – 2022 edition provisions.

The purchaser further acknowledges that the vendor is entitled to remain in the property until the time of settlement and further than the property is not required to be vacant at the time of the purchaser's final inspection.

Should the purchaser delay settlement because the vendor still being in possession of the property at the time of the purchaser's final inspection or because the vendor's belongings are still in the property at the time of the purchaser's final inspection, the purchaser shall pay the vendor the sum of \$2,500.00 plus GST on account of additional fees and legal fees incurred by the vendor.

The purchaser acknowledges that payment referred to herein is contemporaneous with payment of the purchase price on settlement and it is agreed that the amount payable pursuant to additional provision is a genuine pre-estimate of the vendor's loss.

16 Guarantee & Indemnity for Corporate Purchaser

If the Purchaser (and if comprising more than one person, any one or more of them) is a company, and in consideration of the Vendor entering into this Contract with the Purchaser, it is an essential provision of this Contract that the Directors of the Purchaser jointly and severally guarantee to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this Contract and indemnify the Vendor against all losses, damages, liabilities, costs and expenses accruing to the Vendor resulting or arising from any failure by the Purchaser to perform or observe any of the obligation on its part to be performed or observed. This Guarantee and Indemnity is a continuing obligation and cannot be abrogated, prejudiced, or discharged by any waiver by the vendor or by any other matter. Any rescission or termination will not waive the obligations arising under this clause. This Guarantee and Indemnity is a principal obligation between the Guarantor and the Vendor.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Possession and tenancies

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

Title

- 6 Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
- 7 On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
- 8 When and where may the title documents be inspected?
- 9 Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

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

Survey and building

- 12 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.
- 13 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.
14.
 - (a) Have the provisions of the Local Government Act, the Environmental Planning and Assessment Act 1979 and their regulations been complied with?

- (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the Environmental Planning and Assessment Act 1979 for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the Home Building Act 1989.
15. 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?
16. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the Swimming Pools Act 1992?
 - (c) if the swimming pool has been approved under the Local Government Act 1993, please provide details.
 - (d) are there any outstanding notices or orders?
- 17.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the Dividing Fences Act 1991 or the Encroachment of Buildings Act 1922?

Affectations

18. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
19. 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?
20. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.

- (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
- (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
- (e) any realignment or proposed realignment of any road adjoining the property?
- (f) any contamination?
- 21. (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?
- 22. 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

- 23. 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

- 24. 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.
- 25. 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.
- 26. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 27. The purchaser reserves the right to make further requisitions prior to completion.
- 28. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



FOLIO: 828/1219603

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
30/1/2025	3:19 PM	3	24/2/2023

LAND

LOT 828 IN DEPOSITED PLAN 1219603
AT GILLIESTON HEIGHTS
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF MAITLAND COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1219603

FIRST SCHEDULE

GRACE EMILY ADAMS
DANIEL BRIAN DOHERTY
AS JOINT TENANTS (T AS885572)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 B939847 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- 3 DP1198422 EASEMENT FOR SUPPORT OF ENTRY FEATURE VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1214944 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1219603 EASEMENT TO DRAIN WATER VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1219603 EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 AS885573 MORTGAGE TO NEWCASTLE PERMANENT BUILDING SOCIETY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

MARK	M.G.A. CO-ORDINATES	CLASS	ORDER	METHOD	ORIGIN
PM 174779	362 527.102	6 373 363.067	C	3	SCMS
PM 174780	362 622.655	6 373 555.973	C	4	SCMS
SSM 128555	361 710.212	6 371 624.330	B	3	SCMS
SSM 128555	362 057.869	6 373 671.083	B	2	SCMS
SSM 177419	362 471	6 373 729	U	U	SCMS
SSM 177419	362 470.806	6 373 728.729	U	U	SCMS
SSM 177420	362 416	6 373 650	U	U	SCMS
SSM 177420	362 416.235	6 373 650.031	U	U	SCMS
SSM 177421	362 578.539	6 373 646	U	U	SCMS
SSM 177421	362 520.137	6 373 646.292	U	U	SCMS
SSM 184118	362 561.441	6 373 506.412	U	U	SCMS
SSM 184119	362 567.471	6 373 436.429	U	U	SCMS
SSM 184120	362 483.725	6 373 479.190	U	U	SCMS
SSM 198181	362 384	6 373 553	U	U	SCMS
SSM 198181	362 383.921	6 373 553.893	U	U	SCMS
SSM 198187	362 345	6 373 380	U	U	SCMS
SSM 198187	362 344.898	6 373 380.103	U	U	SCMS
SSM 198188	362 294	6 373 314	U	U	SCMS
SSM 198188	362 294.202	6 373 314.233	U	U	SCMS

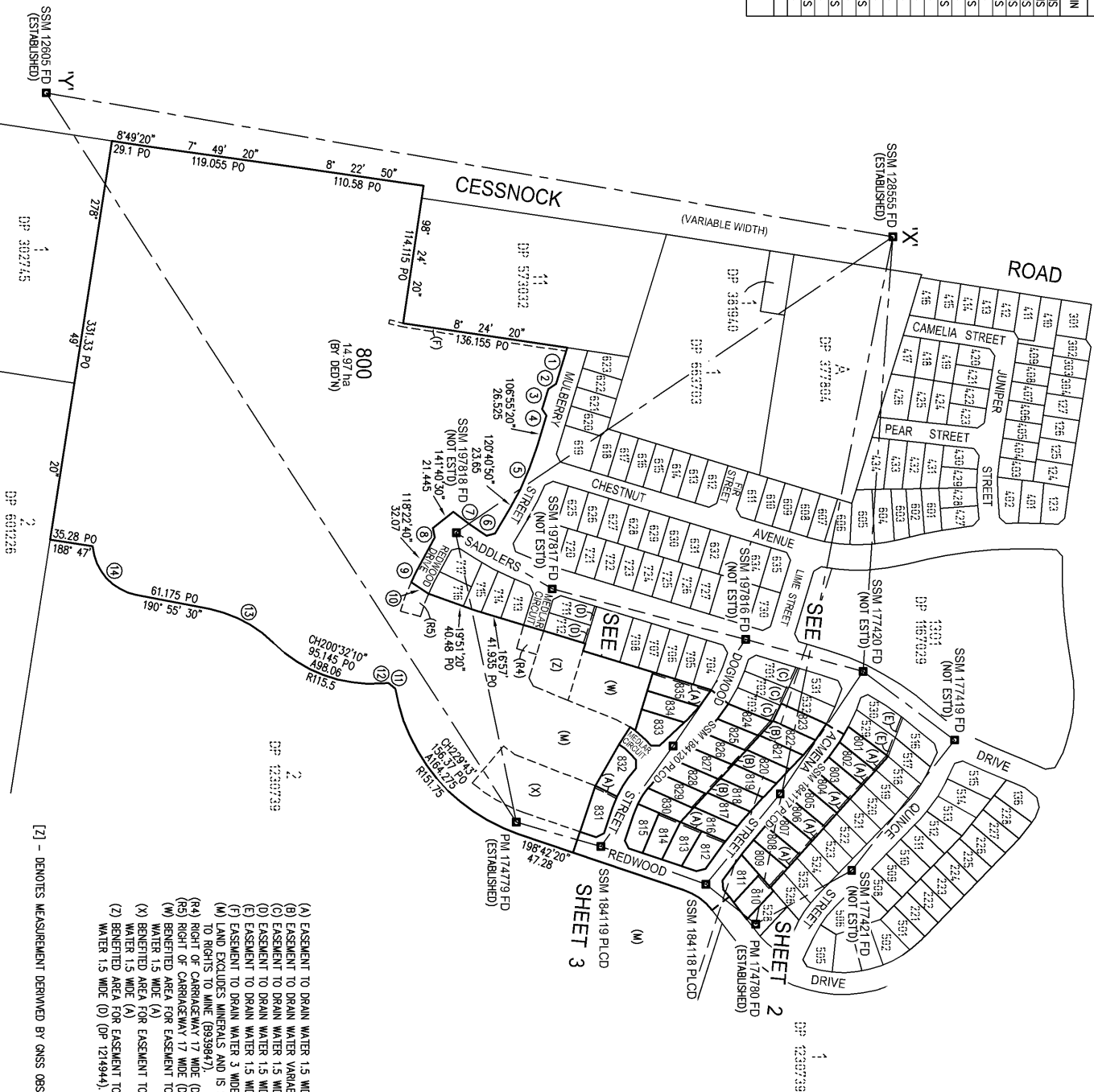
COMBINED SEA LEVEL & SCALE FACTOR = 0.998923

SOURCE: M.G.A. ZONE 56 CO-ORDINATES ADOPTED FROM S.C.I.M.S. AS AT 8TH MARCH 2017

LINE	BEARING	DISTANCE
1	106°55'20"	31.4 PO
2	327°39'40"	7.575 PO
3	106°55'20"	17.19 PO
4	237°39'40"	6.525 PO
6	165°57'10"	7.035 PO
8	79°08'50"	7.745 PO
10	213°35'20"	17.23 PO
11	218°58'40"	7.365 PO
12	176°12'50"	5.48 PO

No.	CHORD	ARC	RADIUS
5	113°46'	55.015 PO	55.95
7	35°38'40"	53.545 PO	53.57
9	116°35'10"	9.425 PO	150.75
13	207°53'30"	59.53 PO	60.41
14	228°01'20"	53.68 PO	57.625

PERMANENT MARKS	BEARING	DISTANCE
SSM 128555	SSM 128605	189°38'24"
X	Y'	2076.401 SYV [1]
SSM 128555	PM 174780	2076.437 MGA GND
SSM 128555	PM 174779	101°31'09"
SSM 128555	SSM 128605	205°09'57"
SSM 128555	SSM 128605	1921.393 SYV [2]
SSM 128555	SSM 128605	1921.412 MGA GND
SSM 128555	SSM 177420	93°71'42"
SSM 128555	SSM 177420	359.047
SSM 177420	SSM 198181	188°34'41"
SSM 177420	SSM 198181	101.442
SSM 198181	SSM 198187	192°39'18"
SSM 198181	SSM 198187	178.149
SSM 198181	SSM 128555	326°29'03"
SSM 198181	SSM 128555	428.09
SSM 177420	SSM 177419	34°44'20"
SSM 177420	SSM 177419	95.785
SSM 177420	SSM 177421	127°25'23"
SSM 177420	SSM 177421	135.679
SSM 177421	PM 174780	153°57'07"
SSM 177421	PM 174780	100.551
SSM 184118	SSM 184117	316°00'45"
SSM 184118	SSM 184117	102.888
SSM 184117	SSM 177420	303°49'25"
SSM 184117	SSM 177420	125.092
SSM 184119	SSM 184119	198°52'26"
SSM 184119	SSM 184119	74.11
SSM 184120	SSM 198181	300°06'23"
SSM 184120	SSM 198181	85.262
SSM 184119	SSM 198181	304°13'41"
SSM 184119	SSM 198181	132.83
SSM 184119	SSM 174779	208°48'09"
SSM 184119	SSM 174779	83.733
SSM 174779	SSM 198181	288°09'32"
SSM 174779	SSM 198181	238.04



- (A) EASEMENT TO DRAIN WATER 1.5 WIDE.
- (B) EASEMENT TO DRAIN WATER VARIABLE WIDTH.
- (C) EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE (DP 1214944).
- (D) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1214944).
- (E) EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE (DP 1208146).
- (F) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1208147).
- (M) LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE (B939847).
- (R4) RIGHT OF CARRIAGEWAY 17 WIDE (DP 1214944) (NO 7).
- (R5) RIGHT OF CARRIAGEWAY 17 WIDE (DP 1214944) (NO 8).
- (W) BENEFITED AREA FOR EASEMENT TO DRAIN WATER 1.5 WIDE (A).
- (X) BENEFITED AREA FOR EASEMENT TO DRAIN WATER 1.5 WIDE (A).
- (Z) BENEFITED AREA FOR EASEMENT TO DRAIN WATER 1.5 WIDE (D) (DP 1214944).

[Z] - DENOTES MEASUREMENT DERIVED BY GNSS OBSERVATIONS - FAST STATIC/RTK

Surveyor: DAVID JOHN ENGLAND
Date of Survey: 07/04/2017
Surveyor's Ref: 07/49/08

PLAN OF SUBDIVISION OF LOT 700 DP 1214944.

LGA: MAITLAND
Locality: GILLESTON HEIGHTS
Subdivision No: 080122
Lengths are in metres. Reduction Ratio 1:2500

Registered:
19.06.2017

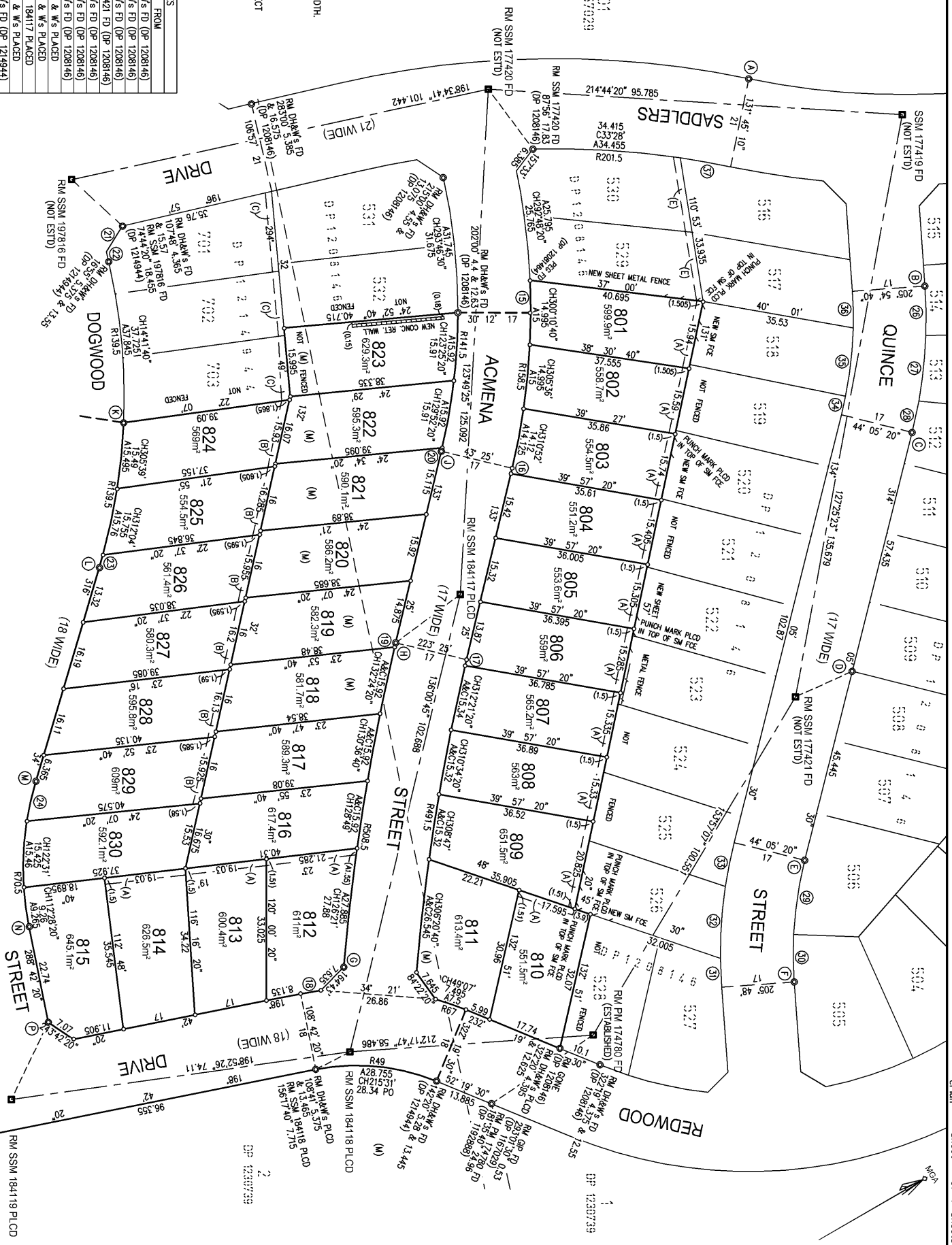
DP1219603

SCHEDULE OF CURVED BOUNDARIES			
No.	CHORD	ARC	RADIUS
BEARING	DISTANCE		
15	289°50'	7.56	158.5
17	133°20'	1.43	14.3
18	20°45'	4.77	6.7
19	133°22'	1.045	508.5
20	133°15'	0.805	141.5
23	135°56'	3.075	138.5
24	132°41'	9.55	95.6
26	298°51°04'	11.535	11.54
27	306°04°40'	15.425	15.44
28	312°07°20'	7.45	108.5
29	308°29'	17.505	17.53
30	299°20°20'	11.05	11.06
31	117°36°40'	6.74	106.55
32	123°56°40'	16.8	16.815
33	131°16°40'	10.455	10.46
34	132°43°20'	4.38	91.5
35	126°20'	16	16.02
36	118°36°40'	8.635	8.635
37	400°32°0'	11.92	201.5

SHORT LINES TABLE	
LINE	DISTANCE
16	1.295
21	7.065
22	2.36

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE.
(B) EASEMENT TO DRAIN WATER VARIABLE WIDTH.
(C) EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE (DP 1214944).
(E) EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE (DP 1208146).
(M) LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE (B939847).

SCHEDULE OF REFERENCE MARKS		
MARK	BEARING	DISTANCE
(A)	311°45'	5.415 & 16.535
(B)	25°55'	4.4 & 12.535
(C)	44°05'	4.395 & 12.54
(D)	34°20°50'	8.2
(E)	44°05'	4.36 & 12.43
(F)	25°48'	4.365 & 12.525
(G)	22°37°5'	4.445 & 12.535
(H)	189°08'	15.22
(I)	22°37°4'	4.435 & 12.535
(J)	35°27'	5.36 & 13.565
(K)	46°34'	5.385 & 13.505
(L)	28°42'	5.59 & 14.035
(M)	18°42'	5.355 & 13.495
(N)	18°43'	5.405 & 13.47
(P)	316°46°50'	19.925

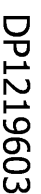


Surveyor: DAVID JOHN ENGLAND
Date of Survey: 07/04/2017
Surveyor's Ref: 07/49/08

PLAN OF SUBDIVISION OF LOT 700 DP 1214944.

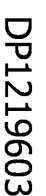
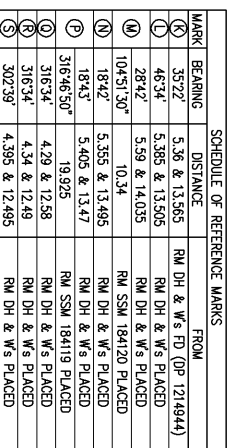
LGA: MAITLAND
Locality: GILLESPIE HEIGHTS
Subdivision No: 080122
Lengths are in metres. Reduction Ratio: 1:600

Registered:
19.06.2017



DP1219603

Sheet 3 of 3 Sheets


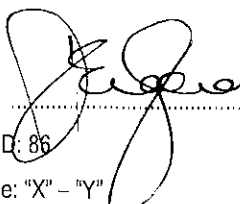
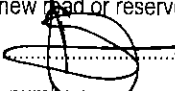


PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

<p>Registered:  19.06.2017</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <p>Office Use Only</p> <p>DP1219603</p>
<p>PLAN OF SUBDIVISION OF LOT 700 DP 1214944.</p>	<p>LGA: Maitland</p> <p>Locality: Gillieston Heights</p> <p>Parish: Maitland</p> <p>County: Northumberland</p>
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p>Survey Certificate</p> <p>I, David John England of Pulver Cooper & Blackley Pty Ltd, East Maitland a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on</p> <p>*(b) The part of the land shown in the plan (*being lots 801 to 835 incl, and connection to existing survey marks) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 07/10/2017. The part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</p> <p>Signature:  Dated: 13.4.17</p> <p>Surveyor ID: 86</p> <p>Datum Line: "X" - "Y"</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating /*Steep Mountainous-</p>
<p>Subdivision Certificate</p> <p>I, <u>David Simm</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.</p> <p>Signature: </p> <p>Accreditation number:</p> <p>Consent Authority: Maitland City Council</p> <p>Date of endorsement: 17.5.17</p> <p>Subdivision Certificate number: 080122</p> <p>File number: DA 08-122</p> <p>*Strike through if inapplicable.</p>	<p>Plans used in the preparation of survey/compilation.</p> <p>DP1167029 DP1208146 DP1214944 DP 1230739</p> <p>If space is insufficient continue on PLAN FORM 6A</p> <p>Surveyor's Reference: 07/49/08</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

ePlan

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:



19.06.2017

Office Use Only

Office Use Only

DP1219603

PLAN OF SUBDIVISION OF LOT 700 DP 1214944.

Subdivision Certificate number: 080122

Date of Endorsement: 17.5.17

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- 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.

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 variable width (B)
3. Restriction on the use of land

Pursuant to Section 88B of the Conveyancing Act 1919, as amended it is intended to release:

1. Right of carriageway 18 wide (R1) created by DP1214944
2. Right of carriageway 17 wide (R2) created by DP1208146
3. Right of carriageway 18 wide (R3) created by DP1214944

Lot	Street Number	Street Name	Street Type	Locality
800	N/A			
801	5	Acmena	Street	Gillieston Heights
802	7	Acmena	Street	Gillieston Heights
803	9	Acmena	Street	Gillieston Heights
804	11	Acmena	Street	Gillieston Heights
805	13	Acmena	Street	Gillieston Heights
806	15	Acmena	Street	Gillieston Heights
807	17	Acmena	Street	Gillieston Heights
808	19	Acmena	Street	Gillieston Heights
809	21	Acmena	Street	Gillieston Heights
810	68	Redwood	Drive	Gillieston Heights
811	70	REDWOOD	DRIVE	Gillieston Heights
812	72	REDWOOD	DRIVE	Gillieston Heights
813	74	Redwood	Drive	Gillieston Heights
814	76	Redwood	Drive	Gillieston Heights
815	78	REDWOOD	DRIVE	Gillieston Heights
816	20	Acmena	Street	Gillieston Heights
817	18	Acmena	Street	Gillieston Heights
818	16	Acmena	Street	Gillieston Heights
819	14	Acmena	Street	Gillieston Heights
820	12	Acmena	Street	Gillieston Heights

Surveyor's Reference: 07/49/08

ePlan

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:  19.06.2017

Office Use Only

Office Use Only

DP1219603

PLAN OF SUBDIVISION OF LOT 700 DP 1214944.

Subdivision Certificate number: 080122


Date of Endorsement: 17.5.17

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- 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.

Lot	Street Number	Street Name	Street Type	Locality
821	10	Acmena	Street	Gillieston Heights
822	8	Acmena	Street	Gillieston Heights
823	6	Acmena	Street	Gillieston Heights
824	7	Dogwood	Street	Gillieston Heights
825	9	Dogwood	Street	Gillieston Heights
826	11	Dogwood	Street	Gillieston Heights
827	13	Dogwood	Street	Gillieston Heights
828	15	Dogwood	Street	Gillieston Heights
829	17	Dogwood	Street	Gillieston Heights
830	19	Dogwood	Street	Gillieston Heights
831	80	REDWOOD	DRIVE	Gillieston Heights
832	10	DOGWOOD	STREET	Gillieston Heights
833	8	DOGWOOD	STREET	Gillieston Heights
834	6	Dogwood	Street	Gillieston Heights
835	4	Dogwood	Street	Gillieston Heights

EXECUTED by Walker Gillieston)
Heights Pty Limited ACN 077 152)
848 in accordance with section 127 of)
the *Corporations Act* 2001 (Cth):)
)

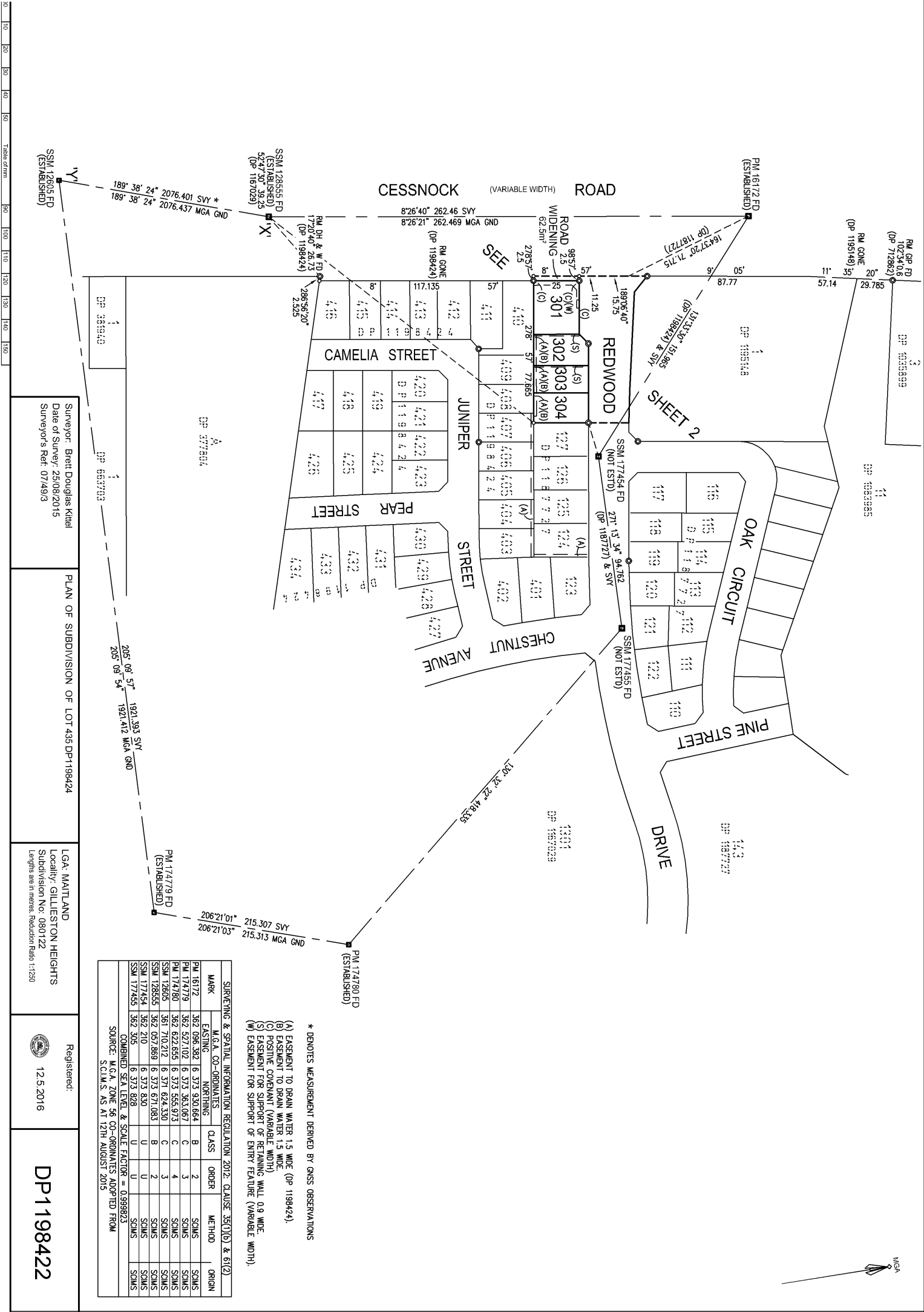

Signature of director/secretary


Signature of director

IAN GRIST
Name of director/secretary

DAVID RYAN
Name of director

Surveyor's Reference: 07/49/08



Surveyor: Brett Douglas Kiteil
Date of Survey: 25/08/2015
Surveyor's Ref: 0749/3

PLAN OF SUBDIVISION OF LOT 435 DP1198424

LGA: MAITLAND
Locality: GILLESTON HEIGHTS
Subdivision No: 080122
Lengths are in metres. Reduction Ratio 1:1250

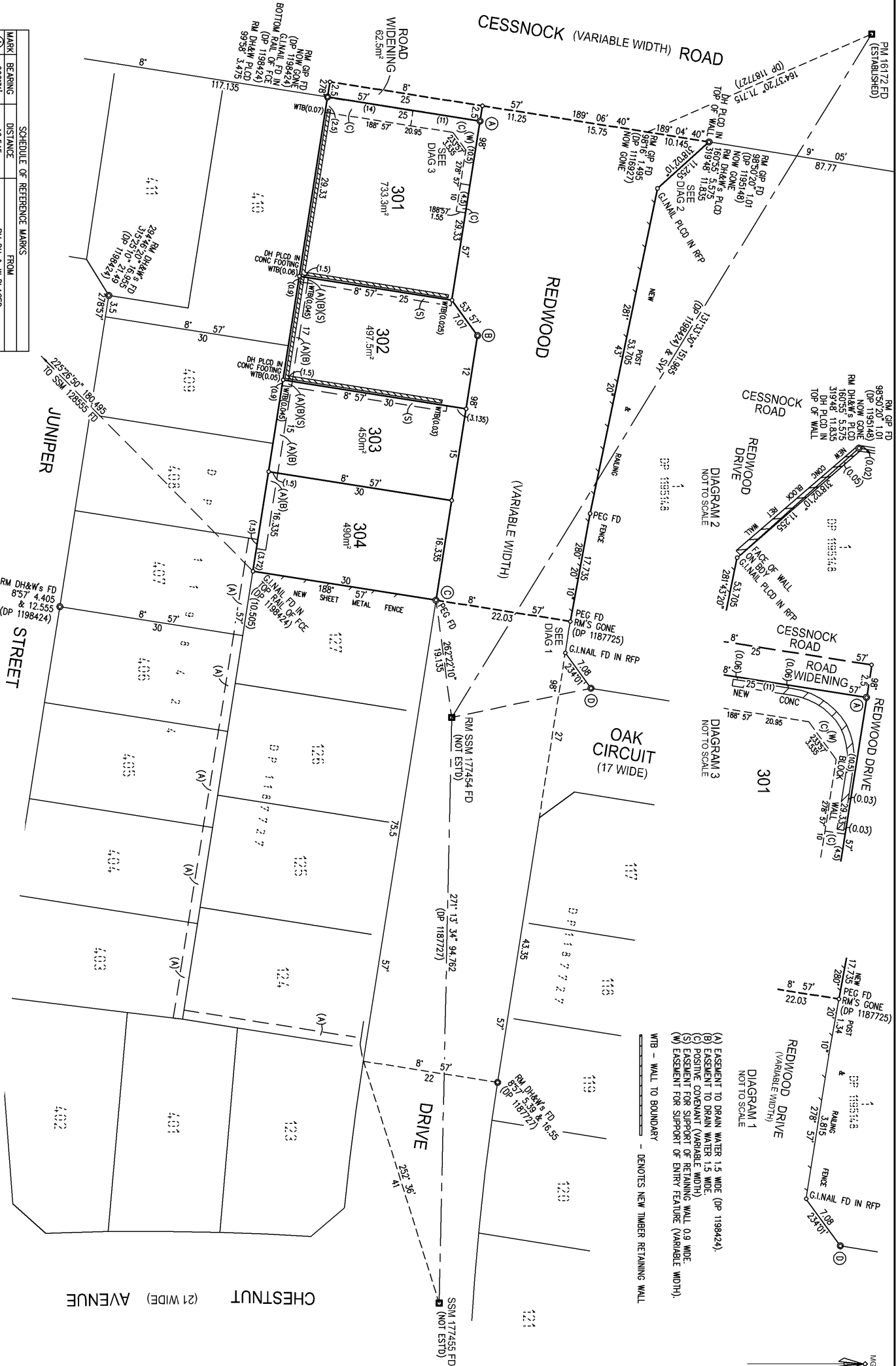
Registered:
12.5.2016

DP1198422

SURVEYING & SPATIAL INFORMATION REGULATION 2012: CLAUSE 35(1)(b) & 6(2)					
MARK	M.G.A. CO-ORDINATES		CLASS	ORDER	METHOD
	EASTING	NORTHING			ORIGIN
PM 16172	362 096.382	16 373 930.664	B	2	SCANS
PM 17479	362 527.102	16 373 963.067	C	3	SCANS
PM 17480	362 622.655	16 373 555.973	C	4	SCANS
SSM 12865	361 710.212	16 371 024.330	C	3	SCANS
SSM 12855	362 057.869	16 373 671.083	B	2	SCANS
SSM 17454	362 210	16 373 830	U	U	SCANS
SSM 17455	362 305	16 373 828	U	U	SCANS

SOURCE: M.G.A. ZONE 56 CO-ORDINATES ADOPTED FROM
S.C.I.M.S. AS AT 12TH AUGUST 2015

* DENOTES MEASUREMENT DERIVED BY GNSS OBSERVATIONS.
(A) EASEMENT TO DRAIN WATER 1.5 MIDE (DP 1198424).
(B) EASEMENT TO DRAIN WATER 1.5 MIDE.
(C) POSITIVE COVENANT (VARIABLE WIDTH).
(S) EASEMENT FOR SUPPORT OF RETAINING WALL 0.9 MIDE.
(W) EASEMENT FOR SUPPORT OF ENTRY FEATURE (VARIABLE WIDTH).



SCHEDULE OF REFERENCE MARKS		
MARK	BEARING	DISTANCE
(A)	202°31'	12.545
(B)	156°39'	6.625
(C)	236°26'	8.485
(D)	186°56'	5.425 & 17.175
(E)	348°09'30"	23.04
(F)	275°00'	4.36 & 12.5

Surveyor: Brett Douglas Kitchell
Date of Survey: 25/08/2015
Surveyor's Ref: 0749/3

PLAN OF SUBDIVISION OF LOT 435 DP1198424

LGA: MAITLAND
Locality: GILLESTON HEIGHTS
Subdivision No: 080122

Registered:
12.5.2016


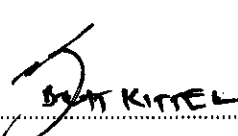

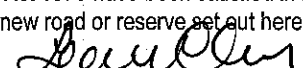
DP1198422

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

<p>Office Use Only</p>	
<p>Registered:  12.5.2016</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <p>DP1198422</p>
<p>PLAN OF SUBDIVISION OF LOT 435 DP1198424</p>	<p>LGA: Maitland</p> <p>Locality: Gillieston Heights</p> <p>Parish: Maitland</p> <p>County: Northumberland</p>
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p>Survey Certificate</p> <p>I, Brett Douglas Kittel of Pulver Cooper & Blackley Pty Ltd, East Maitland a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 25/08/2015.</p> <p>*(b) The part of the land shown in the plan (*being/*excluding A) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</p> <p>Signature:  D. KITTEL Dated: 10.1.16</p> <p>Surveyor ID: 2481</p> <p>Datum Line: "X" - "Y"</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous-</p>
<p>Subdivision Certificate</p> <p>I,  Leanne Harris *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.</p> <p>Signature: </p> <p>Accreditation number:</p> <p>Consent Authority: Maitland City Council</p> <p>Date of endorsement: 10.3.16</p> <p>Subdivision Certificate number: 080122</p> <p>File number: DA 08-122.....</p> <p>*Strike through if inapplicable.</p>	
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p>It is intended to dedicate the road widening (62.5m²), and the extension of Redwood Drive, to the Public as Public Road.</p>	<p>Plans used in the preparation of survey/compilation.</p> <p>DP712862 DP1167029 DP1187725 DP1187727 DP1195148 DP1198420 DP1198424</p> <p>If space is insufficient continue on PLAN FORM 6A</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference: 07/49/3</p>

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:



12.5.2016

Office Use Only

Office Use Only

DP1198422

PLAN OF SUBDIVISION OF LOT 435 DP1198424

Subdivision Certificate number: 080122

Date of Endorsement:

10.3.16

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- 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.

Pursuant to Section 88B of the Conveyancing Act 1919, as amended it is intended to create:

1. Easement to drain water 1.5 wide (B)
2. Easement for support of entry feature variable width (W)
3. Positive Covenant variable width (C)
4. Restriction on the use of land
5. Positive Covenant
6. Easement for support of retaining wall 0.9 wide (S)
7. Restriction on the use of land

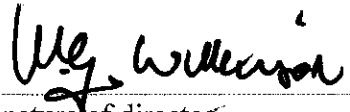
Pursuant to Section 88B of the Conveyancing Act 1919, as amended it is intended to release:

1. Easement for electricity & other purposes 22 wide & variable (AA) created by DP 1187725
2. Right of carriageway 22 wide & variable (AB) created by DP 1187725
3. Right of carriageway variable width (X) created by DP 1195148

Lot	Street Number	Street Name	Street Type	Locality
301	2	Redwood	Drive	Gillieston Heights
302	4	Redwood	Drive	Gillieston Heights
303	6	Redwood	Drive	Gillieston Heights
304	8	Redwood	Drive	Gillieston Heights

EXECUTED by Walker Gillieston)
Heights Pty Limited ACN 077 152)
848 in accordance with section 127 of)
the *Corporations Act 2001* (Cth):)


Signature of director/secretary


Signature of director

IAN GRIST
Name of director/secretary

MARK WILKINSON
Name of director

Surveyor's Reference: 07/49/3

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:



12.5.2016

Office Use Only

Office Use Only

DP1198422

PLAN OF SUBDIVISION OF LOT 435 DP1198424

Subdivision Certificate number: 080122

Date of Endorsement:

10.3.16

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- 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.

In regards to 1/1195148:

EXECUTED by Gillieston Heights
Village Centre Pty Limited
ACN 128 772 958 in accordance with
section 127 of the *Corporations Act 2001*
(Cth):

Signature of director/secretary

Signature of director

Name of director/secretary

Name of director

Execution by National Australia Bank Limited:

Mortgagee under Mortgage No. AH231441

Signed at Perth this 1st day of

April

2016 for National

Australia Bank Limited ABN 12 004 044 937

by JON GAWLE

its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

Level

Attorney

Witness/Bank Officer

NERISSA SANCHEZ

Surveyor's Reference: 07/49/3

SURFNET [®] & SPATIAL INFORMATION REGULATION 2012: CLAUSE 35(1)(b) & 61(2)						
MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	ORIGIN
PM 174719	362 527.102	6 315 383.067	C	3	SOMS	SCIMS
PM 174180	362 622.653	6 315 625.913	C	5	SOMS	SCIMS
SM 128655	362 710.212	6 315 624.333	C	3	SOMS	SCIMS
SM 128655	362 507.869	6 315 617.053	B	2	SOMS	SCIMS
SM 177419	362 471.	6 315 729.	U	0	SOMS	SCIMS
SM 177420	362 416.	6 315 650.	U	0	SOMS	SCIMS
SM 177412	362 296.	6 315 529.	U	0	SOMS	SCIMS
SM 177413	362 244.	6 315 379.	U	0	SOMS	SCIMS
SM 177415	362 324.	6 315 606.	U	0	SOMS	SCIMS
SM 177416	362 165.	6 315 412.	U	0	SOMS	SCIMS
SM 191816	362 383.921	6 315 555.893	---	---	TRAVERSE	---
SM 191817	362 344.898	6 315 380.103	---	---	TRAVERSE	---
SM 191818	362 294.203	6 315 314.233	---	---	TRAVERSE	---

COMBINED SCALE LEVEL & SCALE FACTOR = 0.999823

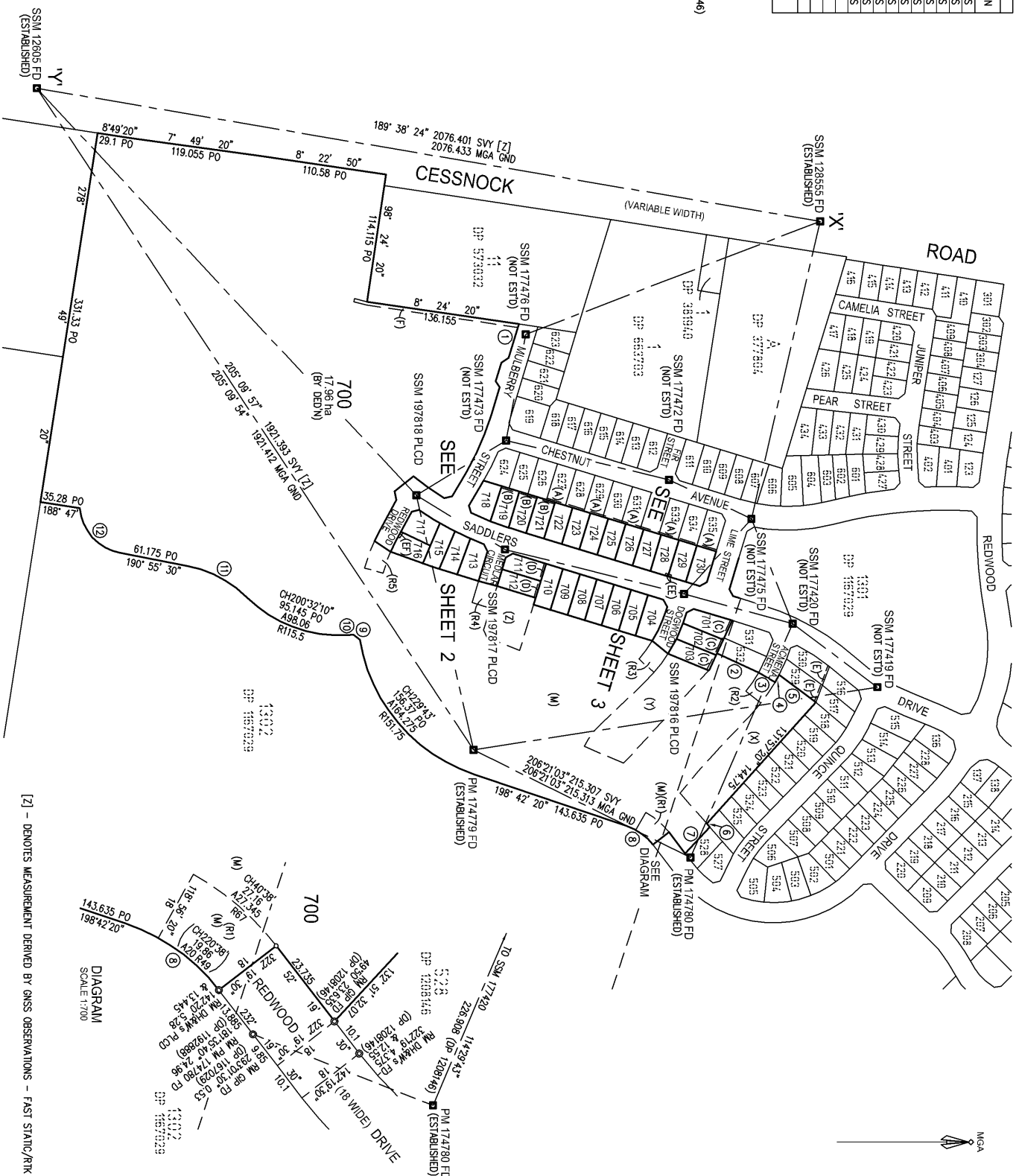
SOURCE: SCIMS, ZONE 56 CO-ORDINATES ADOPTED FROM SCIMS, AS AT 26TH JULY 2016

SHORT LINES TABLE		
LINE	BEARING	DISTANCE
1	106°55'20"	31.4
2	24°52'40"	40.715
3	3012'	17
5	37°00'	40.685
6	48°45'30"	3.9
7	132°51'	32.07
9	218°58'40"	7.365 PO
10	176°12'50"	5.48 PO

SCHEDULE OF CURVED BOUNDARIES			
No.	CHORD		ARC
	BEARING	DISTANCE	
4	298°50'	7.56	7.56
8	215°31'	28.34 PO	28.755
11	207°53°30"	58.53 PO	60.41
12	228°01'20"	53.68 PO	57.625
			44.5

PM & SSM TRAVERSE TABLE

PERMANENT MARKS		BEARING	DISTANCE
X^i	Y^j		
SSM 128655	SSM 12605	189.587.24°	2076.401 SYR
SSM 128655	SSM 177475	103.547.34°	2076.633 MOA AND
SSM 177475	SSM 177472	200.005.50°	61.297 (DP-200814.7)
SSM 177472	SSM 177473	199.21.36°	156.286 (DP-200814.7)
SSM 177473	SSM 177476	282.56.52°	85.858 (DP-200814.7)
SSM 177476	SSM 128655	33.75.55.62°	280.433 (DP-200814.7)
SSM 177475	SSM 177420	64.20.42.62°	102.313 SYR
SSM 177420	SSM 177419	34.44.32°	95.785 (DP-200814.6)
SSM 177419	PM 174779	171.154.32°	370.04 MOA SYR
SSM 177475	SSM 197816	70.35.52.52°	79.235 SYR
SSM 177420	SSM 197816	18.34.41°	101.442 SYR
SSM 197816	SSM 197817	192.39.16°	178.146 SYR
SSM 197817	SSM 197818	217.34.57°	83.135 SYR
SSM 197818	SSM 177413	32.05.05.12°	23.04 MOA SYR
PM 174779	SSM 197818	258.09.37°	238.04 SYR
SSM 197818	SSM 12605	19.90.57.50°	1786.245 SYR
PM 177420	PM 174780	114.29.43°	226.908 (DP-200814.6)



[Z] – DENOTES MEASUREMENT DERIVED BY GNSS OBSERVATIONS – FAST STATIC/RTK

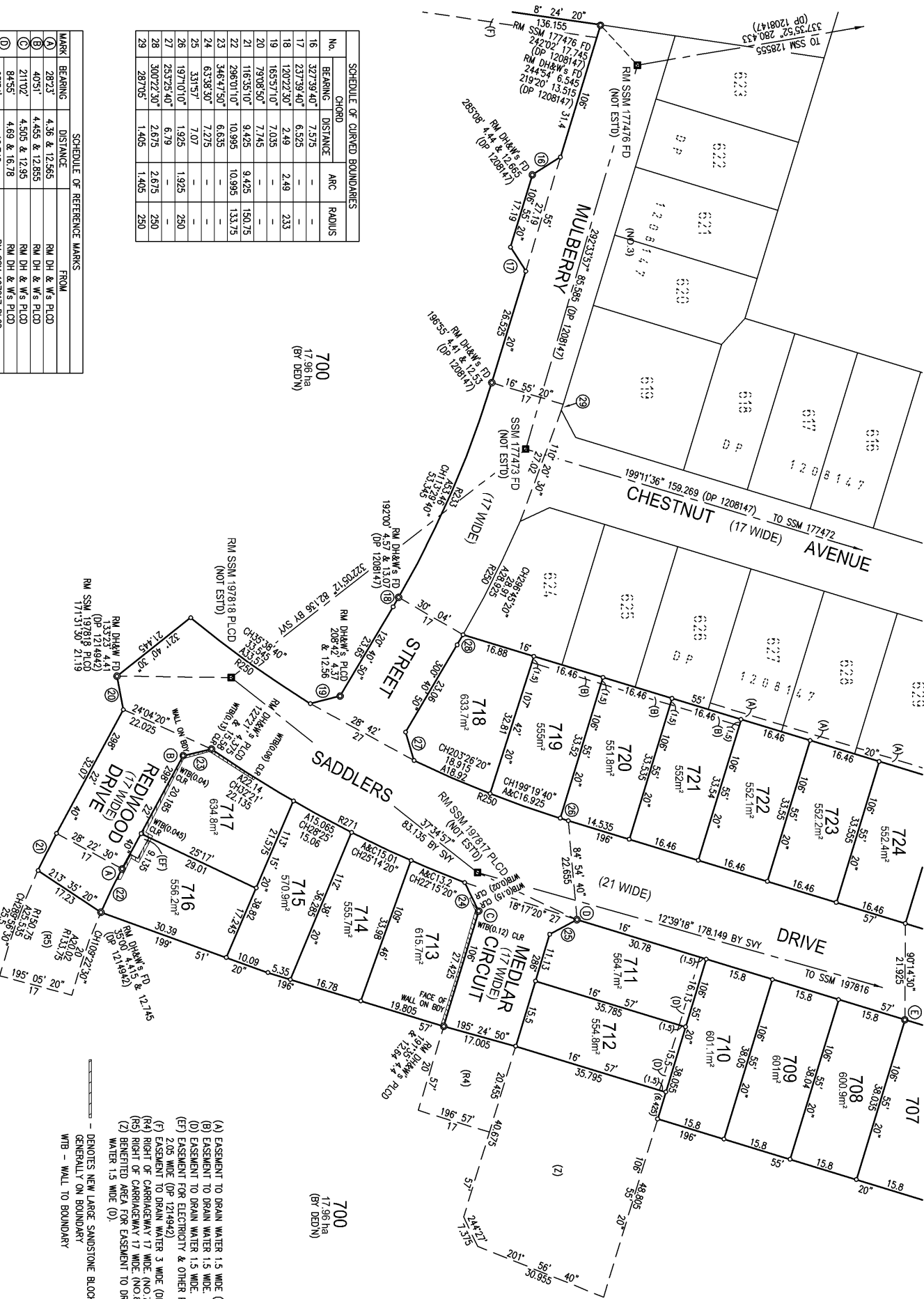
Surveyor: David John England
Date of Survey: 17/08/2016
Surveyor's Ref: 07/49/07

PLAN OF SUBDIVISION OF LOT 600 DP 1208147

LGA: MAITLAND
Locality: GILLESTON HEIGHTS
Subdivision No: 080122

Registered:
25.11.2016

DP1214944



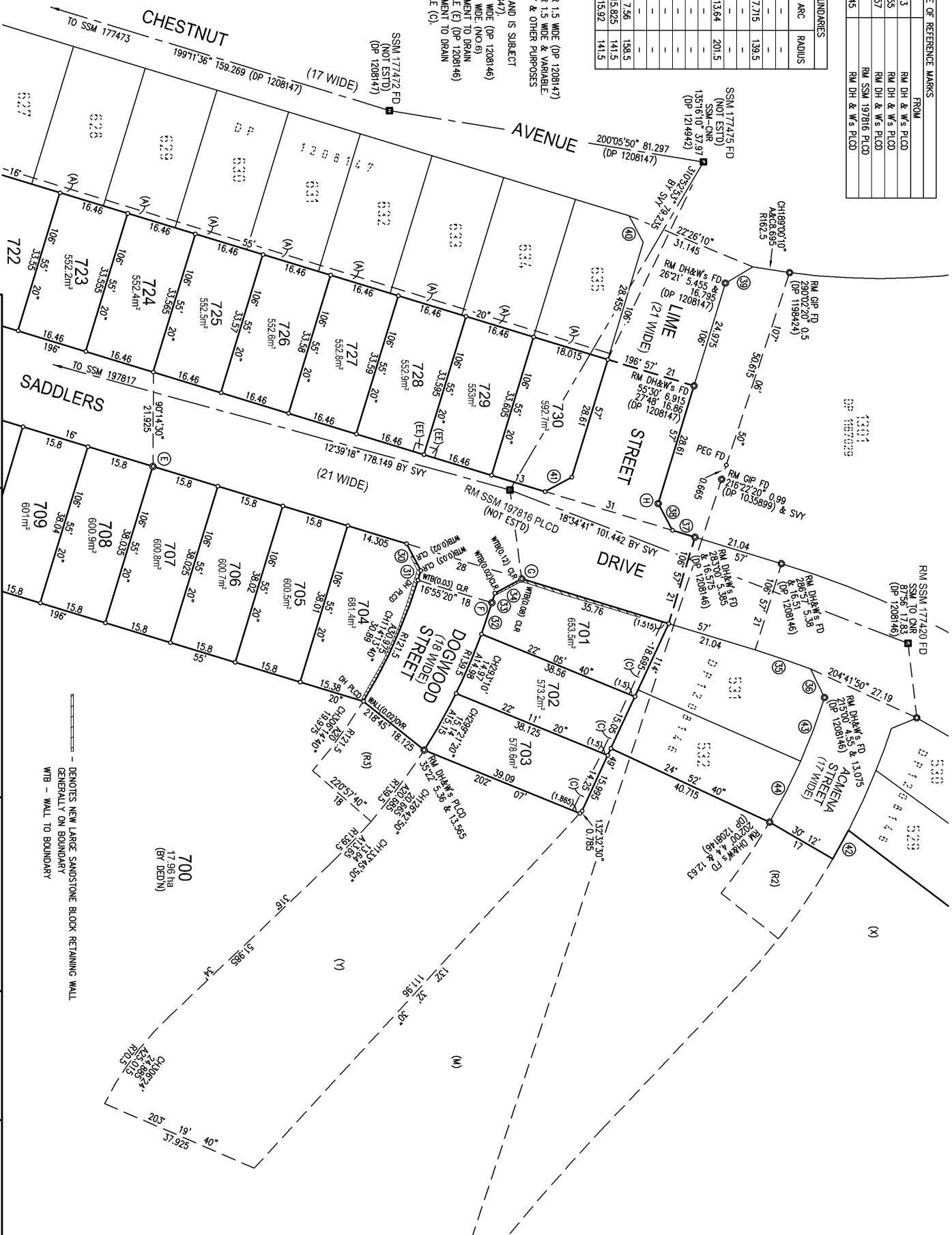
SCHEDULE OF CURVED BOUNDARIES			
No.	BEARING	DISTANCE	RADIUS
16	327°39'40"	7.575	—
17	237°39'40"	6.525	—
18	120°22'30"	2.49	233
19	165°57'10"	7.035	—
20	79°08'50"	7.745	—
21	116°35'10"	9.425	150.75
22	296°01'10"	10.995	133.75
23	346°41'50"	6.535	—
24	63°38'30"	7.275	—
25	331°57'	7.07	—
26	197°10'10"	1.925	250
27	353°25'40"	6.79	—
28	300°22'30"	2.675	250
29	287°05'	1.405	250

SCHEDULE OF REFERENCE MARKS		
MARK	BEARING	DISTANCE
(A)	28°23'	4.56 & 12.565
(B)	40°51'	4.455 & 12.555
(C)	21°02'	4.505 & 12.95
(D)	84°55'	4.69 & 16.78
(E)	23°34'	19.745
(F)	90°14'	4.56 & 16.23

Surveyor: David John England Date of Survey: 17/08/2016 Surveyor's Ref: 07/49/07	PLAN OF SUBDIVISION OF LOT 600 DP 1208147	LOCALITY: GILLESTON HEIGHTS Subdivision No: 080122 Lengths are in metres. Reduction Ratio 1:600	Registered: 25.11.2016	DP1214944
--	---	---	---------------------------	-----------

SCHEDULE OF REFERENCE MARKS			FROM
MARK	BEARING	DISTANCE	
(E)	90°14'	4.56 & 16.23	RM DH & W's PLOD
(F)	165°5'	5.375 & 13.55	RM DH & W's PLOD
(G)	107°48'	4.385 & 15.57	RM DH & W's PLOD
(H)	74°44'20"	18.455	RM SSM 197816 PLOD
(I)	26°30'	5.43 & 16.745	RM DH & W's PLOD

SCHEDULE OF CURVED BOUNDARIES			
No.	CHORD BEARING	DISTANCE	ARC RADIUS
30	61°56'	7.075	-
31	106°55'20"	2.36	-
32	108°30'20"	7.715	138.5
33	286°55'20"	2.36	-
34	331°59'	7.065	-
35	185°52'20"	13.64	201.5
36	63°36'20"	7.385	-
37	196°57'	5.465	-
38	241°57'	7.07	-
39	149°13'20"	7.435	-
40	61°56'	7.07	-
41	151°57'	7.07	-
42	298°50'	7.56	158.5
43	110°33'	15.815	15.825
44	116°58'40"	15.91	141.5



Surveyor: David John England
Date of Survey: 17/08/2016
Surveyor's Ref: 07/49/07

PLAN OF SUBDIVISION OF LOT 600 DP 1208147

LGA: MAITLAND
Locality: GILLESPIE HEIGHTS
Subdivision No: 080122
Lengths are in metres. Reduction Ratio 1:600

Registered:
25.11.2016

DP1214944

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Registered:  25.11.2016

Office Use Only

Office Use Only

Title System: TORRENS

DP1214944

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 600 DP1208147

LGA: Maitland

Locality: Gillieston Heights

Parish: Maitland

County: Northumberland

Crown Lands NSW/Western Lands Office Approval

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:

Survey Certificate

I, ~~Brett Douglas Kittel~~ **DAVID JOHN ENGLAND**
of Pulver Cooper & Blackley Pty Ltd, East Maitland

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

~~*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on~~

~~*(b) The part of the land shown in the plan (*being lots 701 to 730 incl, and connection to existing survey marks) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 17/08/2016, the part not surveyed was compiled in accordance with that Regulation.~~

~~*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.~~

Subdivision Certificate

I, **Leanne Harris**
*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: **Leanne Harris**

~~Accreditation number:~~

Consent Authority: Maitland City Council

Date of endorsement: **29.9.16**

Subdivision Certificate number: 080122

File number: DA 08-122

*Strike through if inapplicable.

Signature:  Dated: 19/08/2016

Surveyor ID: **2484** **EG**

Datum Line: "X" - "Y"

Type: *Urban/*Rural

The terrain is *Level-Undulating /*Steep-Mountainous-

Statements of intention to dedicate public roads, public reserves and drainage reserves.

It is intended to dedicate Dogwood Street, Medlar Circuit and the extensions of Saddlers Drive, Redwood Drive, Lime Street and Mulberry Street to the Public as Public Road

Plans used in the preparation of survey/compilation.

DP1035899
DP1167029
DP1187725
DP1192888
DP1198424
DP1208146
DP1208147
DP1214942

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on
PLAN FORM 6A

Surveyor's Reference: 07/49/07

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered:



25.11.2016

Office Use Only

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DP1214944

PLAN OF SUBDIVISION OF LOT 600 DP1208147

Subdivision Certificate number: 080122

Date of Endorsement:

29.9.16

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- 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.

Pursuant to Section 88B of the Conveyancing Act 1919, as amended it is intended to create:

1. Easement to drain water 1.5 wide (B)
2. Easement to drain water 1.5 wide & variable (C)
3. Easement to drain water 1.5 wide (D)
4. Restriction on the use of land
5. Right of carriageway 18 wide (R1)
6. Right of carriageway 18 wide (R3)
7. Right of carriageway 17 wide (R4)
8. Right of carriageway 17 wide (R5)

Pursuant to Section 88B of the Conveyancing Act 1919, as amended it is intended to release:

1. Easement for electricity & other purposes 17, 21 wide & variable (AA) created by DP1214942
2. Right of carriageway 17, 21 wide & variable (AB) created by DP1214942
3. Right of carriageway 18 wide (C) created by DP1208147
4. Easement for services 18 wide (D) created by DP1208147
5. Right of carriageway 18 wide (R1) created by DP1208146
6. Right of carriageway 21 wide (R3) created by DP1208146
7. Easement to drain water 21 wide & variable (G) created by DP1208147

Lot	Street Number	Street Name	Street Type	Locality
700	113	Saddlers	Drive	Gillieston Heights
701	1	Dogwood	Street	Gillieston Heights
702	3	Dogwood	Street	Gillieston Heights
703	5	Dogwood	Street	Gillieston Heights
704	89	Saddlers	Drive	Gillieston Heights
705	91	Saddlers	Drive	Gillieston Heights
706	93	Saddlers	Drive	Gillieston Heights
707	95	Saddlers	Drive	Gillieston Heights
708	97	Saddlers	Drive	Gillieston Heights
709	99	Saddlers	Drive	Gillieston Heights
710	101	Saddlers	Drive	Gillieston Heights
711	1	Medlar	Circuit	Gillieston Heights
712	3	Medlar	Circuit	Gillieston Heights
713	105	Saddlers	Drive	Gillieston Heights
714	107	Saddlers	Drive	Gillieston Heights
715	109	Saddlers	Drive	Gillieston Heights

Surveyor's Reference: 07/49/07

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered:



25.11.2016

Office Use Only

Office Use Only

DP1214944

PLAN OF SUBDIVISION OF LOT 600 DP1208147

Subdivision Certificate number: 080122

Date of Endorsement:

29.9.16

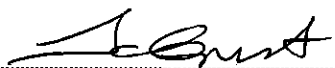
This sheet is for the provision of the following information as required:


- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- 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.

716	112	Redwood	Drive	Gillieston Heights
717	111	Saddlers	Drive	Gillieston Heights
718	124	Saddlers	Drive	Gillieston Heights
719	122	Saddlers	Drive	Gillieston Heights
720	120	Saddlers	Drive	Gillieston Heights
721	118	Saddlers	Drive	Gillieston Heights
722	116	Saddlers	Drive	Gillieston Heights
723	114	Saddlers	Drive	Gillieston Heights
724	112	Saddlers	Drive	Gillieston Heights
725	110	Saddlers	Drive	Gillieston Heights
726	108	Saddlers	Drive	Gillieston Heights
727	106	Saddlers	Drive	Gillieston Heights
728	104	Saddlers	Drive	Gillieston Heights
729	102	Saddlers	Drive	Gillieston Heights
730	100	Saddlers	Drive	Gillieston Heights

In regards to 600/1208147

EXECUTED by Walker Gillieston)
Heights Pty Limited ACN 077 152)
848 in accordance with section 127 of)
the *Corporations Act* 2001 (Cth):)


Signature of ~~director~~/secretary


Signature of director

IAN GRIST
Name of ~~director~~/secretary

MARK WILKINSON
Name of director

Surveyor's Reference: 07/49/07

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered:



25.11.2016

Office Use Only

Office Use Only

DP1214944

PLAN OF SUBDIVISION OF LOT 600 DP1208147

Subdivision Certificate number: 080122

Date of Endorsement: 29.9.16

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- 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.

In regards to 1302/1167029

Execution by National Australia Bank Limited:

Mortgagee under Mortgage No. AH231213

Signed at Wentworth this 27th day of

October

2016 for National

Australia Bank Limited ABN 12 004 044 937

by Jon Lawrence

its duly appointed Attorney under Power of

Attorney No. 39 Book 4512

EXECUTED by 10 Cessnock Road Pty
Limited ACN 116 153 569 in accordance
with section 127 of the *Corporations Act*
2001 (Cth):

Signature of director/secretary

GARRY DUNN

Name of director/secretary

EXECUTED by Cashbeat Pty Limited
ACN 107 457 438 in accordance with
section 127 of the *Corporations Act* 2001
(Cth):

Signature of director/secretary

GARRY DUNN

Name of director/secretary

Level Attorney

P. L. Law

Witness/Bank Officer PETER LLOYD

Signature of director

JOSHUA MURPHY

Name of director

Signature of director

JOSHUA MURPHY

Name of director

Surveyor's Reference: 07/49/07

ePlan

**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.**

(Sheet 1 of 4 Sheets)


Plan: **DP1219603**

Plan of Subdivision of Lot 700 DP 1214944
 covered by Council Subdivision Certificate
 No. 080122 dated: **17.5.17**

Full name and address of the owner of
 the land:

Walker Gillieston Heights Pty Limited
 ACN: 077 152 848
 Sydney NSW 2000

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)	810 809 808 807 806 805 804 803 802 801 814 813 812 831 835	811 810,811 809 to 811 inclusive 808 to 811 inclusive 807 to 811 inclusive 806 to 811 inclusive 805 to 811 inclusive 804 to 811 inclusive 803 to 811 inclusive 802 to 811 inclusive 815 814, 815 813 to 815 inclusive Part Lot 800 designated 'X' Part Lot 800 designated 'W'
2	Easement to drain water 1.5 variable width (B) 	829 828 827 826 825 824	830 829, 830 828 to 830 inclusive 827 to 830 inclusive 826 to 830 inclusive 825 to 830 inclusive
3	Restriction on the use of land	811, 812, 815, 831, 832, 833	Every other lot except 800



Plan:

DP1219603

Plan of Subdivision of Lot 700 DP 1214944
covered by Council Subdivision Certificate
No. 080122 dated: **17.5.17**

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, to be released and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Right of carriageway 18 wide (R1) created by DP1214944	700/1214944	Maitland City Council
2	Right of carriageway 17 wide (R2) created by DP1208146	700/1214944	Maitland City Council
3	Right of carriageway 18 wide (R3) created by DP1214944	700/1214944	Maitland City Council

Part 2 (Terms)

1. TERMS OF EASEMENT TO DRAIN WATER NUMBERED 1 AND 2 IN THE PLAN

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

2. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 3 IN THE PLAN.

2.1 In this easement:-

Secondary Frontage means the street frontage of a lot burdened which does not face the main entrance to a dwelling constructed or to be constructed on that lot; and

Rear Portion means that portion of a Secondary Frontage commencing at the halfway point of the Secondary Frontage and finishing at the boundary of the adjoining lot.

2.2 Any fence constructed on the rear portion of the Secondary Frontage of lots burdened shall not exceed 1.8 metres in height, must not be constructed of a material other than timber and must only return into any dwelling erected on that lot at or before the halfway point of the Secondary Frontage.



ePlan

(Sheet 3 of 4 Sheets)

Plan:

DP1219603

Plan of Subdivision of Lot 700 DP 1214944
covered by Council Subdivision Certificate
No. 080122 dated: **17.5.17**

**NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE, VARY OR
MODIFY EASEMENT TO DRAIN WATER NUMBERED 1 AND 2 IN THE PLAN.**

The owners of the lot ~~burdened~~ but only with the consent of Maitland City Council.

benefited
DE

**NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE, VARY OR
MODIFY RESTRICTION, POSITIVE COVENANT OR EASEMENT NUMBERED 3 IN
THE PLAN.**

Walker Gillieston Heights whilst ever it owns any lot or any part of a lot in the registered plan pursuant to which these restrictions were created and for a period of three (3) years thereafter, and thereafter by the registered proprietors of the lots contained in the registered plan pursuant to which these restrictions were created.

Walker Gillieston Heights means Walker Gillieston Heights Pty Limited ACN: 077 152 848 and includes each of its successors and assigns.

EXECUTED by Walker Gillieston
Heights Pty Limited ACN 077 152 848
in accordance with section 127 of the
Corporations Act 2001 (Cth):
)
)
)
)
)



Signature of ~~director~~/secretary

IAN CRIST

Name of ~~director~~/secretary



Signature of director

DAVID RYAN

Name of director

ePlan

(Sheet 4 of 4 Sheets)


Plan:

DP1219603

Plan of Subdivision of Lot 700 DP 1214944
covered by Council Subdivision Certificate
No. 080122 dated: 17.5.17

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

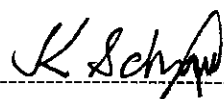
I certify that I am eligible witness and that the
delegate signed in my presence



Signature of delegate

DAVID SIMM

Name of delegate (BLOCK LETTERS)



Signature of Witness

KAAEN SCHRODER

Name of Witness (BLOCK LETTERS)

285 HIGH ST

MAITLAND

Address of Witness

REGISTERED



19.06.2017





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B 939847

o alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being

2 Weeks on 37240
No. 37240

LODGED BY A. J. Dickson
Solicitor Sydney

CONSENT OF MORTGAGEE.

mortgagee under Mortgage No.
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at this day of 19 } Mortgagee.
Signed in my presence by }
who is personally known to me. }

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.^l

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.^l

Signed at the day of 19 }
Signed at the place and on the date above-mentioned, in the presence of— }

FORM OF DECLARATION BY ATTESTING WITNESS.^k

Appeared before me at , the day of , one thousand nine hundred and twenty the attesting witness to this instrument, and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

i This form is not appropriate in c delegation under Trustees Delegat Powers Act, 191 the Execution of (War Facilities) 1917.

j Strike out unne words. Add any matter necessary show that the p effective.

k May be made be either Registrar-General, Deputy Registrar-General, Notary Public, J Commissioner for Affidavits. Not required if tl instrument itself made or acknow before one of the parties.

MEMORANDUM OF TRANSFER OF

83 Acres 0 rods 38 perches:
shown in plan annexed at East Gate
Part lots 3, 4 & 5 Sec E 28 86721
Shire Reserving mines & minerals
Municipality West Maitland
Parish Maitland County Northumberland

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, et
<u>C/S Vol 3927 Fol 66</u>		
<u>Plan</u>		

Charles William Geland Transferee.

Particulars entered in Register Book, Vol 3927 Fol 66.

B 939847

the 2nd day of April 1930.
at minutes 4 o'clock in the afternoon.

W. H. Hayton
Registrar-General.

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch...	<u>W.H.</u>	<u>4/1</u>
Received from Records...	<u>W.H.</u>	<u>14/2</u>
Draft written ...	<u>W.H.</u>	<u>25/3</u>
Draft examined ...	<u>W.H.</u>	<u>27.3.30</u>
Diagram prepared ...	<u>W.H.</u>	<u>31.3.30</u>
Diagram examined ...	<u>W.H.</u>	<u>2.4.30</u>
Draft forwarded ...	<u>W.H.</u>	<u>2-4-30</u>
Supt. of Engrossers ...	<u>W.H.</u>	<u>7 APR 1930</u>
Cancellation Clerk ...	<u>W.H.</u>	<u> </u>

Vol. 4393 Fol. 142

Diagram Fees ...		
Additional Folios ...		

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissidner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and £1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office. or the Transferrer may take out a new Certificate for the residue.

**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.**

(Sheet 1 of 6 Sheets)

Plan: DP1198422

Plan of Subdivision of Lot 435 DP1198424
 covered by Council Subdivision Certificate
 No. 080122 dated: **10.3.16**

Full name and address of the owner of
 the land (Lot 435)

Walker Gillieston Heights Pty Limited
 ACN: 077 152 848
 Sydney NSW 2000

Full name and address of the owner of
 the land (Lot 1)

Gillieston Heights Village Centre Pty Limited
 ACN: 128 772 958
 Warabrook NSW 2304

Full name and address of the
 mortgagee of the land (Lot 1)

National Australia Bank Limited
 ACN: 004 044 937
 Sydney NSW 2000

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 (B)	302 303 304	301 301, 302 301, 302, 303
2	Easement for support of entry feature variable width (W)	301	200/1192888, 1303/1167029 600/1208147
3	Positive Covenant variable width (C)	Part Lot 301	Maitland City Council
4	Restriction on the use of land	301	Maitland City Council
5	Positive Covenant	301	Maitland City Council
6	Easement for support of retaining wall 0.9 wide (S)	302 303	301 302
7	Restriction on the use of land	302 303	301 302

Handwritten signatures and initials at the bottom of the page.

(Sheet 2 of 6 Sheets)

Plan: **DP1198422**

Plan of Subdivision of Lot 435 DP1198424
 covered by Council Subdivision Certificate
 No. 080122 dated: **10.3.16**

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for electricity & other purposes 22 wide & variable (AA) created by DP 1187725 (sunset clause)	435/1198424	Ausgrid ABN 67 505 337 385
2	Right of carriageway 22 wide & variable (AB) created by DP 1187725 (sunset clause)	435/1198424	Ausgrid ABN 67 505 337 385
3	Right of carriageway variable width (X) created by DP 1195148 (sunset clause)	435/1198424	1/1195148

Part 2 (Terms)

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

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

2. TERMS OF EASEMENT FOR SUPPORT OF ENTRY FEATURE NUMBERED 2 IN THE PLAN.

2.1 In this easement:-

Entry Feature means the wall located on the lot burdened and includes its footings and associated landscaping.

Sign means a sign containing the name "Wallis Creek" or any modification of this name from time to time.

Walker Gillieston Heights means Walker Gillieston Heights Pty Limited ACN 077 152 848, including its successors and assigns (other than purchasers of individual lots).

2.2 The owner of the lot burdened grants to the owner of the lot benefited:

- (a) a right of support over that part of the lot burdened containing the site of this easement for the purpose of supporting the Entry Feature; and
- (b) a right to install a Sign on the Entry Feature.

2.3 The owner of the lot burdened must not do anything which may:

- (a) damage, alter or interfere with the Entry Feature;
- (b) interfere with the stability of the Entry Feature; or
- (c) detract from the appearance of the Entry Feature or Sign.

2.4 If the owner of the lot burdened does or allows anything to be done which constitutes a breach of the obligations referred to in clause 2.3, the owner of the lot benefited may serve not

(Sheet 3 of 6 Sheets)

Plan: **DP1198422**

Plan of Subdivision of Lot 435 DP1198424
covered by Council Subdivision Certificate
No. 080122 dated: **10.3.16**

less than 14 days' notice on the owner of the lot burdened requiring the breach to be remedied. If the owner of the lot burdened does not comply with the notice, the owner of the lot benefited may enter and remedy the breach and recover any reasonable costs from the owner of the lot burdened.

- 2.5 In exercising its powers under this easement, the owner of the lot benefited 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; and
 - (c) cause as little damage as is practicable to the lot burdened and any improvement on it.
- 2.6 This easement will lapse on the date which is the later of:
- (a) five (5) years after its date of registration; and
 - (b) the date upon which Walker Gillieston Heights is no longer the registered proprietor of a lot created from the subdivision of Lot 1303 in deposited plan 1167029.

3. TERMS OF POSITIVE COVENANT NUMBERED 3 IN THE PLAN

The landscaping planted and the acoustic fence constructed in the area designated (C) on the plan shall be maintained in perpetuity by the owners of the lot burdened.

4. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 4 IN THE PLAN.

Direct vehicular access to or from Cessnock Road from the lot burdened is prohibited.

5. TERMS OF POSITIVE COVENANT NUMBERED 5 IN THE PLAN

Dwellings constructed on the lot burdened must comply with:

- (a) the requirements of AS 3671 and AS 2107;
- (b) the recommendations of the acoustic report prepared by Vipac Engineers & Scientists Limited dated 10 May 2013(ref: 29N-13-0049-TRP-471856-3), in respect of acoustic controls upon habitable rooms; and
- (c) Development consent 08-122 dated 11 November 2008, as amended or varied.

6. TERMS OF EASEMENT FOR SUPPORT OF RETAINING WALL NUMBERED 6 IN THE PLAN.

6.1 In this easement:-

Retaining Wall means the retaining wall located on the lot benefitted and includes its footings.

- 6.2 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 site of this easement for the purpose of supporting the Retaining Wall.

6.3 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:
 - entering the lot burdened;



(Sheet 4 of 6 Sheets)

Plan: **DP1198422**

Plan of Subdivision of Lot 435 DP1198424
covered by Council Subdivision Certificate
No. 080122 dated: **10.3.16**

- taking anything onto the lot burdened; and
 - carrying out work.
- 6.4 The owner of the lot burdened must not do anything which will detract from the stability of or the support provided by the Retaining Wall.
- 6.5 The owner of the lot benefited, in exercising its rights under this easement must:
- (i) ensure all work is done properly;
 - (ii) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
 - (iii) restore the lot burdened as nearly as practicable to its former condition; and
 - (iv) make good any collateral damage.
- 6.6 Except when urgent work is required, the owner of the lot benefited must give the owner of the lot burdened reasonable notice of their intention to enter the lot burdened.
- 7. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 7 IN THE PLAN.**
- 7.1 In this easement:-
- Retaining Wall** means the retaining wall located on the lot benefitted and includes its footings.
- 7.2 The owner of the lot burdened must not do anything or carry out any works on the lot burdened which may damage or destabilise the Retaining Wall located on the lot benefitted.

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

The owners of the lot burdened but only with the consent of Maitland City Council.

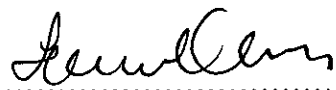
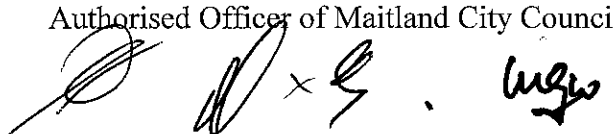
NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY EASEMENT FOR SUPPORT OF ENTRY FEATURE NUMBERED 2 IN THE PLAN

Walker Gillieston Heights whilst ever it is the registered proprietor of a lot created from the subdivision of Lot 1303 in deposited plan 1167029 and thereafter by the registered proprietors of the lots contained in the registered plan pursuant to which these restrictions were created.

Walker Gillieston Heights means Walker Gillieston Heights Pty Limited ACN 077 152 848 including its successors and assigns (other than purchasers of individual lots).

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY POSITIVE COVENANTS NUMBERED 3 AND 5 AND RESTRICTION NUMBERED 4 IN THE PLAN.

Maitland City Council.


.....
Authorised Officer of Maitland City Council


(Sheet 5 of 6 Sheets)

Plan: **DP1198422**

Plan of Subdivision of Lot 435 DP1198424
covered by Council Subdivision Certificate
No. 080122 dated: **10.3.16**


**MODIFY EASEMENT FOR SUPPORT OF RETAINING WALL NUMBERED 6 AND
RESTRICTION NUMBERED 7 IN THE PLAN.**

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

EXECUTED by Walker Gillieston)
Heights Pty Limited ACN 077 152)
848 in accordance with section 127 of)
the *Corporations Act* 2001 (Cth):)
)


Signature of director/secretary

IAN GRIST
Name of director/secretary


Signature of director

MARK WILKINSON
Name of director



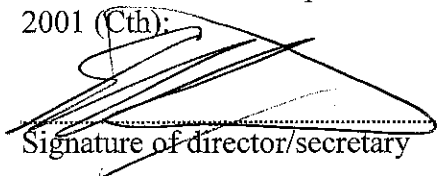
(Sheet 6 of 6 Sheets)

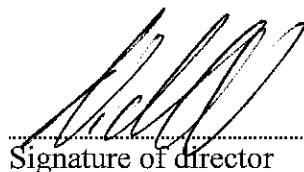
Plan: **DP1198422**

Plan of Subdivision of Lot 435 DP1198424
covered by Council Subdivision Certificate
No. 080122 dated: **10.3.16**

Execution by the owner of 1/1195148:

EXECUTED by Gillieston Heights
Village Centre Pty Limited
ACN 128 772 958 in accordance with
section 127 of the *Corporations Act*
2001 (Cth):


Signature of director/secretary


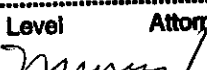

Signature of director

GARRY JON DUNN
Name of director/secretary

Nicholas Murphy
Name of director

Execution by National Australia Bank Limited:

Mortgagee under Mortgage No. **AH231441**
Signed at Perth this 15th day of
April 2016 for National
Australia Bank Limited ABN 12 004 044 937
by JON CAWLEY
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512


Level Attorney

Witness/Bank Officer NERISSA SANCHEZ

REGISTERED



12.5.2016

X

ePlan

**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.**

(Sheet 1 of 6 Sheets)

Plan: **DP1214944**

Plan of Subdivision of Lot 600 DP1208147
 covered by Council Subdivision Certificate
 No. 080122 dated: **29.9.16**

Full name and address of the owner of
 the land
 (Lot 600):

Walker Gillieston Heights Pty Limited
 ACN: 077 152 848
 Sydney NSW 2000

Full name and address of the owner of
 the land (Lot 1302)

10 Cessnock Road Pty Limited
 ACN 116 153 569

Cashbeat Pty Limited
 ACN 107 457 438

Full name and address of the
 mortgagee of the land (Lot 1302):

National Australia Bank
 Sydney NSW 2000

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 (B)	719 720 721	718 718, 719 718, 719, 720
2	Easement to drain water 1.5 wide & variable (C)	703 702 701	Part Lot 700 designated 'Y' Part Lot 700 designated 'Y', 703 Part Lot 700 designated 'Y', 702, 703
3	Easement to drain water 1.5 wide (D)	712 711	Part Lot 700 designated 'Z' Part Lot 700 designated 'Z', 712
4	Restriction on the use of land	701, 704, 711, 713, 717, 718, 730	Every other lot except 700
5	Right of carriageway 18 wide (R1)	700	Maitland City Council
6	Right of carriageway 18 wide (R3)	700	Maitland City Council
7	Right of carriageway 17 wide (R4)	700	Maitland City Council
8	Right of carriageway 17 wide (R5)	700	Maitland City Council

ePlan
 (Sheet 2 of 6 Sheets)

Plan: **DP1214944**

Plan of Subdivision of Lot 600 DP1208147
 covered by Council Subdivision Certificate
 No. 080122 dated: **29.9.16**

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit a' prendre, to be released and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for electricity & other purposes 17, 21 wide & variable (AA) created by DP1214942 (sunset clause)	600/1208147	Ausgrid ABN 67 505 337 385
2	Right of carriageway 17, 21 wide & variable (AB) created by DP1214942 (sunset clause)	600/1208147	Ausgrid ABN 67 505 337 385
3	Right of carriageway 18 wide (C) created by DP1208146 DP1208147	600/1208147	1302/1167029
4	Easement for services 18 wide (D) created by DP1208146 DP1208147	600/1208147	1302/1167029
5	Right of carriageway 18 wide (R1) created by DP1208146	600/1208147	Maitland City Council
6	Right of carriageway 21 wide (R3) created by DP1208146	600/1208147	Maitland City Council
7	Easement to drain water 21 wide & variable (G) created by DP1208147	600/1208147	Maitland City Council

Part 2 (Terms)

1. TERMS OF EASEMENT TO DRAIN WATER NUMBERED 1, 2 AND 3 IN THE PLAN

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

2. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 4 IN THE PLAN.

2.1 In this easement:-

Secondary Frontage means the street frontage of a lot burdened which does not face the main entrance to a dwelling constructed or to be constructed on that lot; and

Rear Portion means that portion of a Secondary Frontage commencing at the halfway point of the Secondary Frontage and finishing at the boundary of the adjoining lot.

2.2 Any fence constructed on the rear portion of the Secondary Frontage of lots burdened shall not exceed 1.8 metres in height, must not be constructed of a material other than timber and

ePlan
(Sheet 3 of 6 Sheets)

Plan: **DP1214944**

Plan of Subdivision of Lot 600 DP1208147
covered by Council Subdivision Certificate
No. 080122 dated: **29.9.16**

must only return into any dwelling erected on that lot at or before the halfway point of the Secondary Frontage.

3. TERMS OF RIGHT OF CARRIAGEWAY NUMBERED 5, 6, 7 AND 8 IN THE PLAN.

3.1 Subject to clause 3.2, a right of carriageway within the meaning of Part 1 Schedule 4A of the Conveyancing Act 1919

3.2 (a) This right of carriageway extinguishes automatically when that part of the lot burdened containing the easement site (or part thereof) is dedicated as public road. In this easement, "easement site" means the right of carriageway 18 wide (R1).

(b) This right of carriageway extinguishes automatically when that part of the lot burdened containing the easement site (or part thereof) is dedicated as public road. In this easement, "easement site" means the right of carriageway 18 wide (R3).

(c) This right of carriageway extinguishes automatically when that part of the lot burdened containing the easement site (or part thereof) is dedicated as public road. In this easement, "easement site" means the right of carriageway 17 wide (R4).

(d) This right of carriageway extinguishes automatically when that part of the lot burdened containing the easement site (or part thereof) is dedicated as public road. In this easement, "easement site" means the right of carriageway 17 wide (R5).

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY EASEMENTS TO DRAIN WATER NUMBERED 1, 2 AND 3 IN THE PLAN.

The owners of the lot burdened but only with the consent of Maitland City Council.

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY RESTRICTION, POSITIVE COVENANT OR EASEMENT NUMBERED 4 IN THE PLAN.

Walker Gillieston Heights whilst ever it owns any lot or any part of a lot in the registered plan pursuant to which these restrictions were created and for a period of three (3) years thereafter, and thereafter by the registered proprietors of the lots contained in the registered plan pursuant to which these restrictions were created.

Walker Gillieston Heights means Walker Gillieston Heights Pty Limited ACN: 077 152 848 and includes each of its successors and assigns.

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY RIGHT OF CARRIAGEWAY NUMBERED 5, 6, 7 AND 8 IN THE PLAN.

Maitland City Council.

ePlan
(Sheet 4 of 6 Sheets)

Plan: **DP1214944**

Plan of Subdivision of Lot 600 DP1208147
covered by Council Subdivision Certificate
No. 080122 dated: **29.9.16**

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

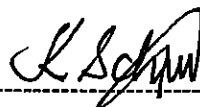
I certify that I am eligible witness and that the
delegate signed in my presence



Signature of delegate

LEANNE HARRIS

Name of delegate (BLOCK LETTERS)



Signature of Witness

KAREN SCARODER

Name of Witness (BLOCK LETTERS)

285 High St

Maitland

Address of Witness

ePlan
(Sheet 5 of 6 Sheets)

Plan: **DP1214944**

Plan of Subdivision of Lot 600 DP1208147
covered by Council Subdivision Certificate
No. 080122 dated: **29.9.16**

In regards to 600/1208147:

EXECUTED by Walker Gillieston
Heights Pty Limited ACN 077 152 848
in accordance with section 127 of the
Corporations Act 2001 (Cth):

)
)
)
)
)



Signature of director/secretary



Signature of director

IAN GRIST

Name of director/secretary

MARK WILKINSON

Name of director

ePlan
(Sheet 6 of 6 Sheets)

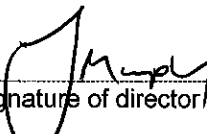
Plan: **DP1214944**

Plan of Subdivision of Lot 600 DP1208147
covered by Council Subdivision Certificate
No. 080122 dated: **29.9.16**

In regards to 1302/1167029:

EXECUTED by 10 Cessnock Road Pty)
Limited ACN 116 153 569 in accordance)
with section 127 of the Corporations Act)
2001 (Cth):)

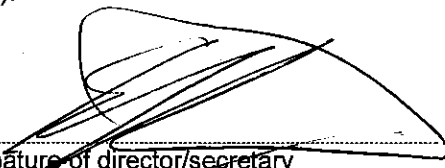

Signature of director/secretary

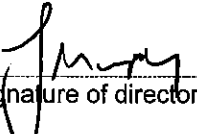

Signature of director

GARRY DUNN.
Name of director/secretary

JOSHUA MURPHY
Name of director

EXECUTED by Cashbeat Pty Limited)
ACN 107 457 438 in accordance with)
section 127 of the Corporations Act 2001)
(Cth):)


Signature of director/secretary


Signature of director

GARRY DUNN.
Name of director/secretary

JOSHUA MURPHY
Name of director

Execution by National Australia Bank Limited:

Mortgagee under Mortgage No. AH 231213
Signed at Sydney this 7th day of
October 2016 for National
Australia Bank Limited ABN 12 004 044 937
by Jon Cowley
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

3
.....
Level Attorney
P. Lloyd
.....
Witness/Bank Officer PETER LLOYD

REGISTERED



25.11.2016

Certificate No.: PC/2025/318

Certificate Date: 30/01/2025

Fee Paid: \$69.00

Receipt No.:

Your Reference: 2025/5430

SECTION 10.7 PLANNING CERTIFICATE

Environmental Planning and Assessment Act, 1979 as amended

APPLICANT:	Infotrack Pty Ltd ecertificates@infotrack.com.au
PROPERTY DESCRIPTION:	15 Dogwood Street GILLIESTON HEIGHTS NSW 2321
PARCEL NUMBER:	95747
LEGAL DESCRIPTION:	Lot 828 DP 1219603

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?

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

The land IS NOT in a Heritage Conservation Area.

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

The land does NOT contain an item of Environmental Heritage.

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

ITEM 3 – Contribution plans

The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

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

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

The land IS NOT in a special contributions area.

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

ITEM 4 – Complying Development

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Note: Despite any references above advising that Complying Development may be undertaken on the land, certain Complying Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environment Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environment Planning Policy in detail to ensure that specific types of complying development may be undertaken on the land.

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

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

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

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

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

ITEM 5 – Exempt Development

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contaminated Land

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

Jeff Smith
General Manager



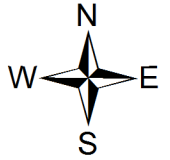
HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

15 DOGWOOD

GILLIESTON HEIGHTS NSW

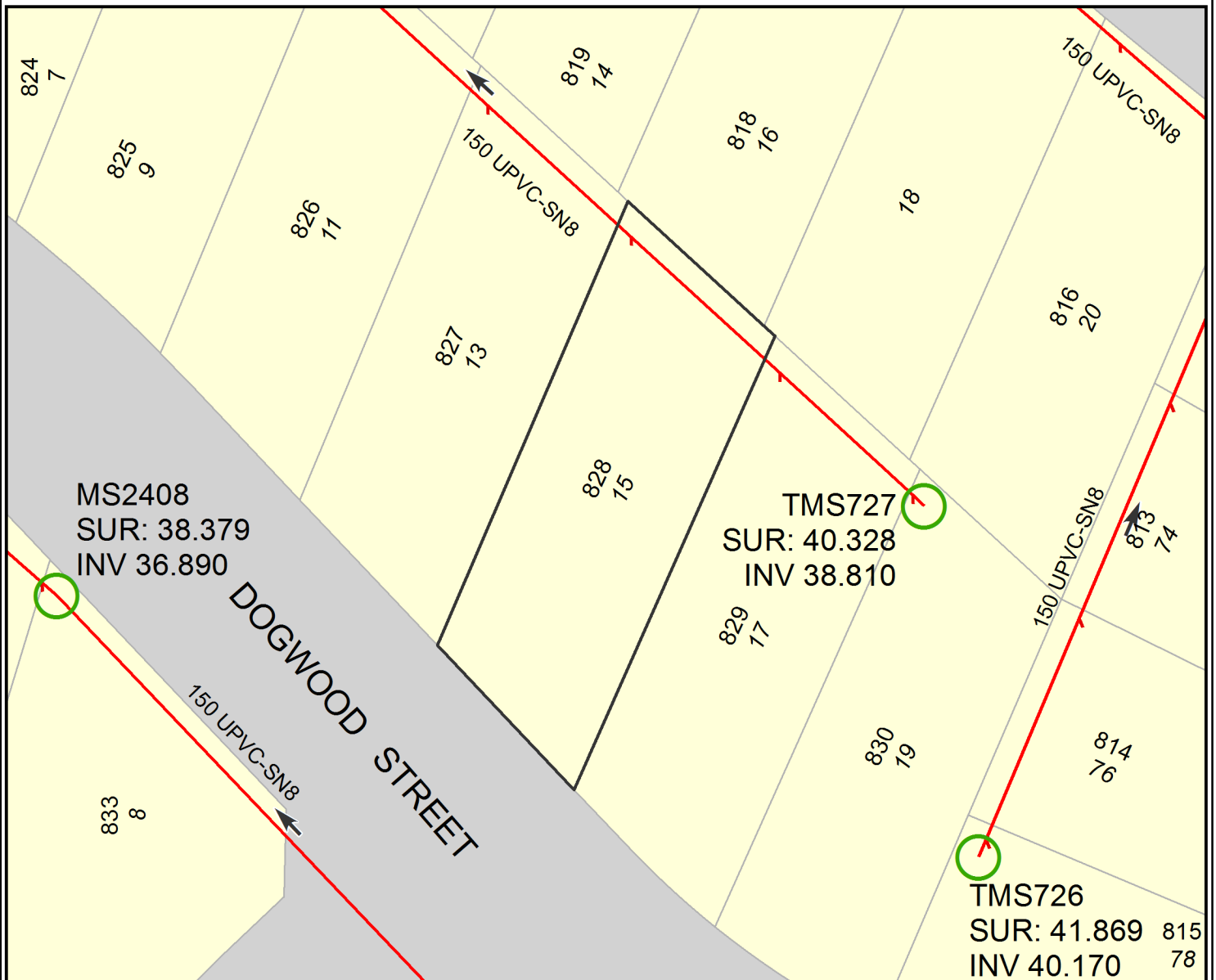
APPLICATION NO.: 2477349

APPLICANT REF: M 2025/5430

RATEABLE PREMISE NO.: 2049180283

PROPERTY ADDRESS: 15 DOGWOOD DR GILLIESTON HEIGHTS 2321

LOT/SECTION/DP:SP: 828//DP 1219603



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: 30/01/2025

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



MR DANIEL B DOHERTY
C/- AMANDA RICHARDSON
19 CLARKSTONE AVENUE
CAMERON PARK NSW 2285

Our reference: 7156189735327

Phone: **13 28 66**

3 February 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello DANIEL,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411042014809
Vendor name	DANIEL BRIAN DOHERTY
Clearance Certificate Period	3 February 2025 to 3 February 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**
If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



MISS GRACE E ADAMS
C/- AMANDA RICHARDSON
19 CLARKSTONE AVENUE
CAMERON PARK NSW 2285

Our reference: 7156189832409

Phone: **13 28 66**

3 February 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello GRACE,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411042016165
Vendor name	GRACE EMILY ADAMS
Clearance Certificate Period	3 February 2025 to 3 February 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.