

Contract for the sale and purchase of land 2022 edition

TERM
vendor's agent
MEANING OF TERM
 First National Real Estate - Maitland
 454 High Street, Maitland, NSW 2320

NSW DAN:
 phone: 02 4933 5544
 email: mick@fnrem.com.au
 ref: Michael Haggarty

co-agent
vendor

vendor's solicitor
 Fox Stevens Conveyancing
 5/2 Glebe Street Kahibah NSW 2290

phone: 02 4040 0540
email: conveyancing@foxstevens.com.au
ref: 221832

date for completion 42nd day after the date of this contract
land (address, plan details and title reference) 6A Cottonwood Close, Bolwarra NSW 2320
 Lot 1 DEPOSITED PLAN 1274998
 Folio Identifier 1/1274998

(clause 15)

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

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

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.			
inclusions	<input type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input 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 type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:		
exclusions			
purchaser			
purchaser's solicitor			
price			
deposit	(10% of the price, unless otherwise stated)		
balance			
contract date	(if not stated, the date this contract was made)		

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

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

buyer's agent

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

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

Choices

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

Nominated *Electronic Lodgment Network (ELN)* (clause 4) PEXA

Manual transaction (clause 30)

NO yes

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

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

Land tax is adjustable NO yes

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

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

List of Documents

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

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.

<p>1 This is the statement required by the <i>Conveyancing Act 1919</i>, section 66X. This statement applies to a contract for the sale of residential property.</p>	<p>1 This is the statement required by the <i>Conveyancing Act 1919</i>, section 66X. This statement applies to a contract for the sale of residential property.</p>
<p>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.</p>	<p>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.</p>
<p>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.</p>	<p>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.</p>
<p>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.</p>	<p>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.</p>
<p>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.</p>	<p>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.</p>
<p>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).</p>	<p>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).</p>
<p>AUCTIONS Regulations made under the Property and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.</p>	<p>AUCTIONS Regulations made under the Property and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.</p>

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:

<p>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</p>	<p>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</p>
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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 1.1	Definitions (a term in italics is a defined term) In this contract, these terms (in any form) mean –	
	adjustment date the earlier of the giving of possession to the purchaser or completion;	
	adjustment figures details of the adjustments to be made to the price under clause 14;	
	authorised Subscriber a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a party as being authorised for the purposes of clause 20.6.8;	
	bank the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;	
	business day any day except a bank or public holiday throughout NSW or a Saturday or Sunday;	
	cheque a cheque that is not postdated or stale;	
	clearance certificate a certificate within the meaning of s14-220 of Schedule 1 to the TA Act, that covers one or more days falling within the period from and including the contract date to completion;	
	completion time the time of day at which completion is to occur;	
	conveyancing rules the rules made under s12E of the Real Property Act 1900;	
	deposit-bond a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;	
	depositholder 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); 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;	
	document of title document relevant to the title or the passing of title;	
	ECNL the Electronic Conveyancing National Law (NSW);	
	electronic document 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> ;	
	electronic transaction a <i>Conveyancing Transaction</i> to be conducted for the parties 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> ;	
	electronic transfer 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 parties <i>Conveyancing Transaction</i> ;	
	FRCGW percentage the percentage mentioned in s14-200(3)(a) of Schedule 1 to the TA Act (12.5% as at July 2017);	
	FRCGW remittance a remittance which the purchaser must make under s14-200 of Schedule 1 to the TA Act, being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a variation served by a party;	
	GST Act A New Tax System (Goods and Services Tax) Act 1999;	
	GST rate the rate mentioned in s4 of A New Tax System (Goods and Services Tax) Act 1999;	
	GSTRW payment - General) Act 1999 (10% as at 1 July 2000);	
	GSTRW rate a payment which the purchaser must make under s14-250 of Schedule 1 to the TA Act (the price multiplied by the <i>GSTRW rate</i>);	
	incoming mortgagee 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not); 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;	
	legislation an Act or a by-law, ordinance, regulation or rule made under an Act;	
	manual transaction 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> ;	
	normally subject to any other provision of this contract;	
	participation rules the participation rules as determined by the <i>ECNL</i> ;	
	party each of the vendor and the purchaser;	
	property the land, the improvements, all fixtures and the inclusions, but not the exclusions;	
	planning agreement 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> ;	
	populate 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 –
3.10	3.9.1 on completion; or 3.9.2 if this contract is rescinded. 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 depositor 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 depositor 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. 4.4.5 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. 4.4.6 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. 4.8.9 The vendor can require the purchaser to include a covenant or easement in the electronic transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10	If the purchaser must make a GSTRW payment or an FRCGW remittance, the purchaser must populate the Electronic Workspace with the payment details for the GSTRW payment or FRCGW remittance payable to the Deputy Commissioner of Taxation at least 2 business days before the date for completion. 4.11 Before completion, the parties must ensure that – 4.11.1 all electronic documents which a party must Digitally Sign to complete the electronic transaction are populated and Digitally Signed; 4.11.2 all certifications required by the ECNL are properly given; and 4.11.3 they do everything else in the Electronic Workspace which that party must do to enable the electronic transaction to proceed to completion.
4.12	If the computer systems of any of the Land Registry, the ELNO, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the completion time agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

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

8.2	If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can terminate by serving a notice. After the termination – the purchaser can recover the deposit and any other money paid by the purchaser under this contract; 8.2.1 the purchaser can sue the vendor to recover damages for breach of contract; and 8.2.2 if the purchaser has been in possession a party can claim for a reasonable adjustment. 8.2.3
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); 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 The purchaser cannot make a claim or requisition of 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. 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 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. 11.1 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	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 <i>adjustment date</i> after which the purchaser will be entitled and liable.
14.2		The <i>parties</i> must make any necessary adjustment on completion, and – 14.2.1 the purchaser must provide the vendor with <i>adjustment figures</i> at least 2 <i>business days</i> before the date for completion; and 14.2.2 the vendor must confirm the <i>adjustment figures</i> at least 1 <i>business day</i> before the date for completion.
14.3		If an amount that is adjustable under this contract has been reduced under legislation, the <i>parties</i> must on completion adjust the reduced amount.
14.4		The <i>parties</i> must not adjust surcharge land tax (as defined in the Land Tax Act 1955) but must adjust any other land tax for the year current at the <i>adjustment date</i> – 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 <i>parties</i> 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 <i>parties</i> 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 <i>adjustment date</i> , 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 <i>adjustment date</i> .
14.8		The vendor is liable for any amount recoverable for work started on or before the contract date on the <i>property</i> or any adjoining footpath or road.
15	Date for completion	The <i>parties</i> must complete by the date for completion and, if they do not, a <i>party</i> can serve a notice to complete if that <i>party</i> is otherwise entitled to do so.
16	Completion	• Vendor Normally, on completion the vendor must cause the legal title to the <i>property</i> (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. 16.1 The legal title to the <i>property</i> does not pass before completion. 16.2 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 <i>party</i> 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 On completion the purchaser must pay to the vendor – 16.5.1 the price less any – • deposit paid; • FRGW remittance payable; • GST/RW 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 <i>deposit-bond</i> , at least 1 <i>business day</i> before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the <i>depositholder</i> 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	Normally, the vendor must give the purchaser vacant possession of the <i>property</i> on completion. 17.1 The vendor does not have to give vacant possession if – 17.2.1 this contract says that the sale is subject to existing tenancies; and 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation). 17.3 Normally, the purchaser can claim compensation (before or after completion) or rescind if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

20.14	The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each party's knowledge, true, and are part of this contract.
20.15	Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
20.16	Each party consents to - 20.16.1 any party signing this contract electronically; and 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the parties.
20.17	Each party agrees that electronic signing by a party identifies that party and indicates that party's intention to be bound by this contract.
21	Time limits in these provisions 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time. 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies. 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen. 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month. 21.5 If the time for something to be done or to happen is a day that is not a business day, the time is extended to the next business day, except in the case of clauses 2 and 3.2. 21.6 Normally, the time by which something must be done is fixed but not essential.
22	Foreign Acquisitions and Takeovers Act 1975 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975. 22.2 This promise is essential and a breach of it entitles the vendor to terminate.
23	Strata or community title 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 '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. 23.5 • Adjustments and liability for expenses 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.

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 <i>within 7 days</i> 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	<i>normally</i> , 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	<i>normally</i> , 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 <i>document of title</i> that relates only to the property.
25.9	If on completion the vendor has possession or control of a <i>document of title</i> 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 <i>Land Registry</i> of the registration copy of that document.
24.4	If the <i>property</i> 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 <i>party</i> 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 <i>business days</i> 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 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.

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.
30.2	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.
30.6	Place for completion
30.6.1	Normally, the parties must complete at the completion address, which is –
30.6.2	if a special completion address is stated in this contract – that address; or
30.6.3	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.
30.9	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 GST/RW payment the purchaser must –
30.12.1	produce on completion a settlement cheque for the GST/RW 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 GST/RW payment and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
30.13	If the purchaser must pay an FRCGW remittance, the purchaser must –
30.13.1	produce on completion a settlement cheque for the FRCGW remittance payable to the Deputy Commissioner of Taxation;
30.13.2	forward the settlement cheque to the payee immediately after completion; and
30.13.3	serve evidence of receipt of payment of the FRCGW remittance.
31	Foreign Resident Capital Gains Withholding
31.1	This clause applies only if –
31.1.1	the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the TA Act; and
31.1.2	a clearance certificate in respect of every vendor is not attached to this contract.
31.2	If the vendor serves any clearance certificate or variation, the purchaser does not have to complete earlier than 5 business days after that service and clause 21.3 does not apply to this provision.
31.3	The purchaser must at least 2 business days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
31.4	The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
31.5	If the vendor serves in respect of every vendor either a clearance certificate or a variation to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

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

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ADDITIONAL CLAUSES TO THE CONTRACT OF SALE OF LAND BETWEEN:

33. AMENDMENTS TO PRINTED PROVISIONS

a. The printed provisions of this contract are amended as follows:

- i. Clause 7.1.1 – delete “5%” and insert “1%”;
- ii. Clause 7.2.4 – delete “and the costs of the Purchaser”;
- iii. Clause 18 is amended by adding the following clause 18.8: “The purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property”;
- iv. Clause 24.3.3 of this contract is deleted.
- v. Clause 25.1.1 is amended by deleting the word “limited”;
- vi. Clause 25.2 - delete “7.” and insert “21.”;
- vii. Clause 29 of this contract is deleted.

34. DEATH/INSOLVENCY

If at any time prior to completion the vendor or purchaser (or any of them) dies or becomes mentally ill or being a company is wound up or goes into liquidation or enters into a scheme of arrangement with creditors then either party may rescind this contract by written notice served on the other party and the provisions on clause 19 hereof shall apply.

35. WARRANTY

The purchaser warrants that it has not entered into this contract as a result of or in reliance upon any representation or warranty oral or written by the vendor or anyone on its behalf other than as may be contained in this contract. This clause shall not merge on completion.

36. AGENCY

a. Warranties

The purchaser warrants that the purchaser was not introduced to either the vendor or the property by any real estate agent except the agent (if any) noted in this contract. The vendor warrants that the Vendor has not signed any sole or exclusive agency agreement with any real estate agent in respect of the property other than the agent. These warranties will not merge upon completion.

b. Indemnity by Purchaser

If the purchaser breaches its warranty in special condition 36a the purchaser shall indemnify and keep indemnified the vendor against:

- i. any claim by any person other than the agent for real estate agent's commission in respect of this sale of the property; and
- ii. all costs and disbursements (including all legal costs on a conveyancer/solicitor/client basis) incurred by the vendor in defending or otherwise attempting to resolve such claim.

37. FAILURE TO SETTLE ON COMPLETION DATE

a. NOTICE TO COMPLETE

Notwithstanding any other provision in this contract the purchaser and the vendor acknowledge:

- i. either party may, after the completion date, serve a notice to complete the effect of which will make time of the essence of this contract; and
- ii. a period of fourteen (14) days following the date of the service of any such notice to complete will be deemed to be a reasonable time for completion.

38. INTEREST

- a. If the purchaser fails to complete this contract by the completion date stated on the front page of this contract then, provided the vendor was ready, willing and able to complete this contract on the completion date, the purchaser shall pay or allow, as the case may be, to the vendor on completion an amount equivalent to interest on the balance of the purchase price calculated at the rate of ten percent (10%) per annum computed from the completion date up to and including the date upon which completion takes place, together with the sum of \$300.00 plus GST for legal costs incurred as a consequence of the delay.
- b. The vendor shall not be entitled to a payment of or an allowance for an amount for interest pursuant to this special condition if the vendor is also responsible for the failure to complete by the completion date.
- c. Payment of or allowance for an amount for interest in accordance with this special condition is an essential term of this contract and shall be in addition to such other rights or remedies as shall be available to the vendor under this contract in the event of the default of the purchaser.
- d. The vendor shall not be obliged to complete this contract if the vendor is entitled to the payment of an amount for interest pursuant to this special condition, unless such amount for interest is paid on completion.

39. CONDITION OF PROPERTY

The land and improvements (if any) are sold in their present state of condition and repair with all defects latent and patent, if any. The purchaser is not entitled to make any requisitions, objections or claims for compensation in respect of the condition of the land or the improvements.

40. CONDITION OF INCLUSIONS

The Purchaser acknowledges that none of the inclusions are new and acknowledges that the Vendor does not make any representation or warranty as to the state of repair or condition of the inclusions. The Purchaser acknowledges that the Vendor shall not be responsible for any mechanical breakdown in respect of any of the inclusions.

41. NON MERGING

Notwithstanding completion of this contract, any clause or part of any clause to which effect is not given by the date of completion will remain in full force and effect and the benefit of such clause will not merge on completion of this Contract.

42. CLAIMS FOR COMPENSATION

Notwithstanding the provisions of clauses 6 and 7 hereof the parties expressly agree that any claim by the purchaser for compensation shall be deemed to be an objection or requisition for the purpose of clause 8 hereto entitling the vendor to rescind this contract.

43. 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.

44. RELEASE OF DEPOSIT

Notwithstanding any other provision of this Contract, at the request of the Vendor, the Agent is expressly authorised to release to the Vendor such part of the deposit as may be required for the

Vendor to make payment of a deposit, or required Stamp Duty, on any subsequent purchase by the Vendor, provided that payment of such deposit or Stamp Duty is paid into the Trust Account of a real estate agent, Solicitor or Conveyancer.

45. FINANCIAL CAPACITY OF PURCHASER

a. The Purchaser warrants to the Vendor that the Purchaser either:

- i. Holds a current loan approval in an amount and upon terms satisfactory to the Purchaser and sufficient to enable the Purchaser to complete this Contract within the time stipulated herein, and upon the terms and conditions set out herein. The Purchaser further acknowledges that the Vendor relies upon this warranty in entering into this Contract; or
- ii. Does not require finance to complete this Contract.

46. DEPOSIT PAYABLE DURING COOLING OFF PERIOD

If a cooling off period applies to this contract, the purchaser may pay the deposit holder in 2 instalments as follows:

- a. On or before the date of this contract 0.25% of the agreed purchase price; and
- b. In the event of the purchaser proceeding with the purchase on or before 5.00 pm on the fifth business day after the date of this contract a further 9.75% of the agreed purchase price.

47. DEPOSIT PAYABLE BY INSTALMENTS

If it is agreed by the vendor, the purchaser may pay the deposit holder in 2 instalments, payment of the deposit will be accepted as follows:

- (a) On or before the date of this contract 5% of the agreed purchase price; and
 - (b) A further 5% of the agreed purchase price on completion or upon the purchaser's default under the terms of the contract, whichever is the earlier.
- Payment of the deposit is an essential term of the contract.

48. DEPOSIT BOND

- a. The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
- b. Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
- c. The purchaser must pay the amount stipulated in the bond to the vendor in cash or by undorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- d. If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

49. FIRB APPROVAL

The purchaser warrants to the vendor that it is entitled to purchase the property without the approval or consent of the Foreign Investment Review Board.

In the event of any breach of the said warranty the purchaser hereby indemnifies the vendor from and against any loss, damage, fine, expense, penalty or cost to which the vendor may

suffer or incur as a result of such breach of warranty.

50. SOLAR PANELS

If applicable, the purchaser acknowledges that if there are solar panels installed on the roof of the dwelling constructed on the property hereby sold, then the parties agree as follows:

- a. Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchaser;
- b. The purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and
- c. The vendor make no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

51. TENANCY

If there are residential tenants referred to in this contract and they:

- a. give notice to vacate the property before or after exchange of contracts; and/or
- b. vacate the property prior to completion; then

The purchaser shall not be entitled make any objection, requisition or claim for compensation nor require the vendor to re-let the property and shall accept the property with vacant possession.

52. VENDOR DISCLOSURE DOCUMENTS

The purchaser acknowledges the Hunter Water Corporation Service Location Plan attached to the contract and, that a further sewer lines location diagram is not available from Hunter Water Corporation for attachment to the contract.

53. CONTRACT ALTERATIONS

The parties authorise their respective legal representatives (including employees of the legal representative) to make alterations to this contract (including any attachments hereto) after execution by a party. Such alterations will be binding on the party as if the alterations were made prior to execution by that party.

54. GUARANTOR

- (a) In consideration of the vendor entering into this contract at the request of the guarantor, the guarantor:
 - (i) Guarantees to the vendor:
 - (1) Payment of all moneys payable by the purchaser; and
 - (2) The performance by the purchaser of all other obligations, under this contract; and

- (ii) Indemnifies the vendor against any liability, loss, damage, expense or claim incurred by the vendor arising directly or indirectly from any breach of this contract by the purchaser.
- (b) This guarantee and indemnity is a principal obligation of the guarantor and is not collateral to any other obligation.
- (c) The liabilities of a guarantor are not affected by:
 - (i) The granting to the purchaser or to any other person of any time, waiver, indulgence, consideration or concession or the discharge or release of the purchaser; or
 - (ii) The death, bankruptcy or liquidation of the purchaser, the guarantor or any one of them; or
 - (iii) Reason of the vendor becoming a party to or bound by any compromise, assignment of property or scheme of arrangement or composition of debts or scheme or reconstruction by or relating to the purchaser, the guarantor or any other person; or
 - (iv) The vendor exercising or refraining from exercising any of the rights, powers or remedies conferred on the vendor by-law or by any contract or arrangement with the purchaser, the guarantor or any other person or any guarantee, bond, covenant, mortgage or other security; or
 - (v) The vendor obtaining a judgment against the purchaser, the guarantor or any other person for the payment of the moneys payable under this contract.
- (d) This guarantee and indemnity will continue notwithstanding:
 - (i) The vendor has exercised any of the vendor's rights under this contract including any right of termination; or
 - (ii) The purchaser is wound up; or
 - (iii) This guarantee and indemnity is for any reason unenforceable either in whole or in part.
- (e) This guarantee and indemnity:
 - (i) Is of a continuing nature and will remain in effect until final discharge of the guarantee or indemnity is given by the vendor to the guarantor;
 - (ii) May not be considered wholly or partially discharged by the payment of the whole or any part of the amount owed by the purchaser to the vendor; and
 - (iii) Extends to the entire amount that is now owed or that may become owing at any time in the future to the vendor by the purchaser pursuant to or contemplated by this contract including any interest, costs or charges payable to the vendor under this contract.
- (f) If any payment made to the vendor by or on behalf of the purchaser or the guarantor is subsequently avoided by any statutory provision or otherwise:
 - (i) That payment is to be treated as not discharging the guarantor's liability for the amount of that payment; and
 - (ii) The vendor and the guarantor will be restored to the position in which each would have been and will be entitled to exercise all rights which each would have had if that payment had not been made.
- (g) The vendor can proceed to recover the amount claimed as a debt or damages from the guarantor without having instituted legal proceedings against the purchaser and without first exhausting the vendor's remedies against the purchaser.
- (h) It is an essential term of this contract that the guarantor signs this contract.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

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*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.
6. **Title**
Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.
11. **Adjustments**
All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?
 - (c) the vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956*) at least 14 days before completion.
13. **Survey and building**
Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
 - (a) Have the provisions of the *Local Government Act, the Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;

- (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* and *Local Government Act 1993*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

- 18.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 18(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 22.
- (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

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

Requisitions and transfer

25. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
26. 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.
27. 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.
28. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
29. The purchaser reserves the right to make further requisitions prior to completion.
30. 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: 1/1274998

SEARCH DATE	TIME	EDITION NO	DATE
17/6/2024	5:14 PM	3	27/5/2024

LAND

LOT 1 IN DEPOSITED PLAN 1274998

AT BOLWARRA
 LOCAL GOVERNMENT AREA MAITLAND
 PARISH OF MIDDLEHOPE COUNTY OF DURHAM
 TITLE DIAGRAM DP1274998

FIRST SCHEDULE

RODNEY MARC GOODALL
 JANELLE KATHERINE HEAVENER
 AS JOINT TENANTS

(T AR509786)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
 DP1219510 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
 AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
 DIAGRAM
- 3 DP1219510 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
 APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1219510 EASEMENT FOR DRAINAGE OF WATER 4 METRE(S) WIDE
 APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1219510 RESTRICTION(S) ON THE USE OF LAND
 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE AFFECTING
 THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1274998 RESTRICTION(S) ON THE USE OF LAND
 MORTGAGE TO AMP BANK LIMITED
- 7 DP1274998 RESTRICTION(S) ON THE USE OF LAND
- 8 AR509787

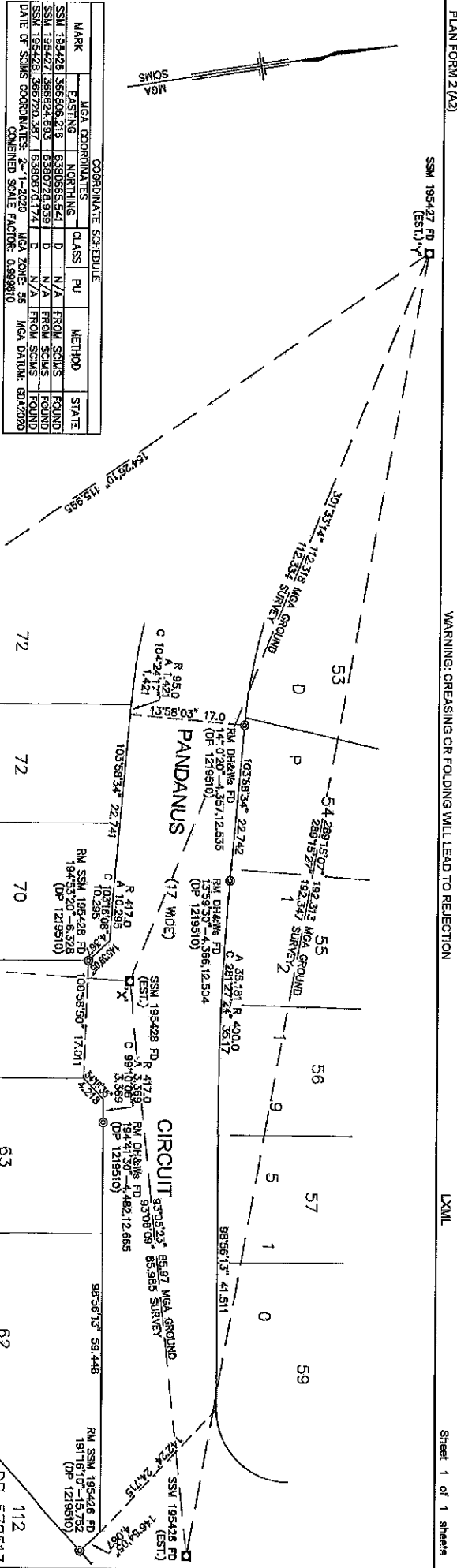
NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Pending

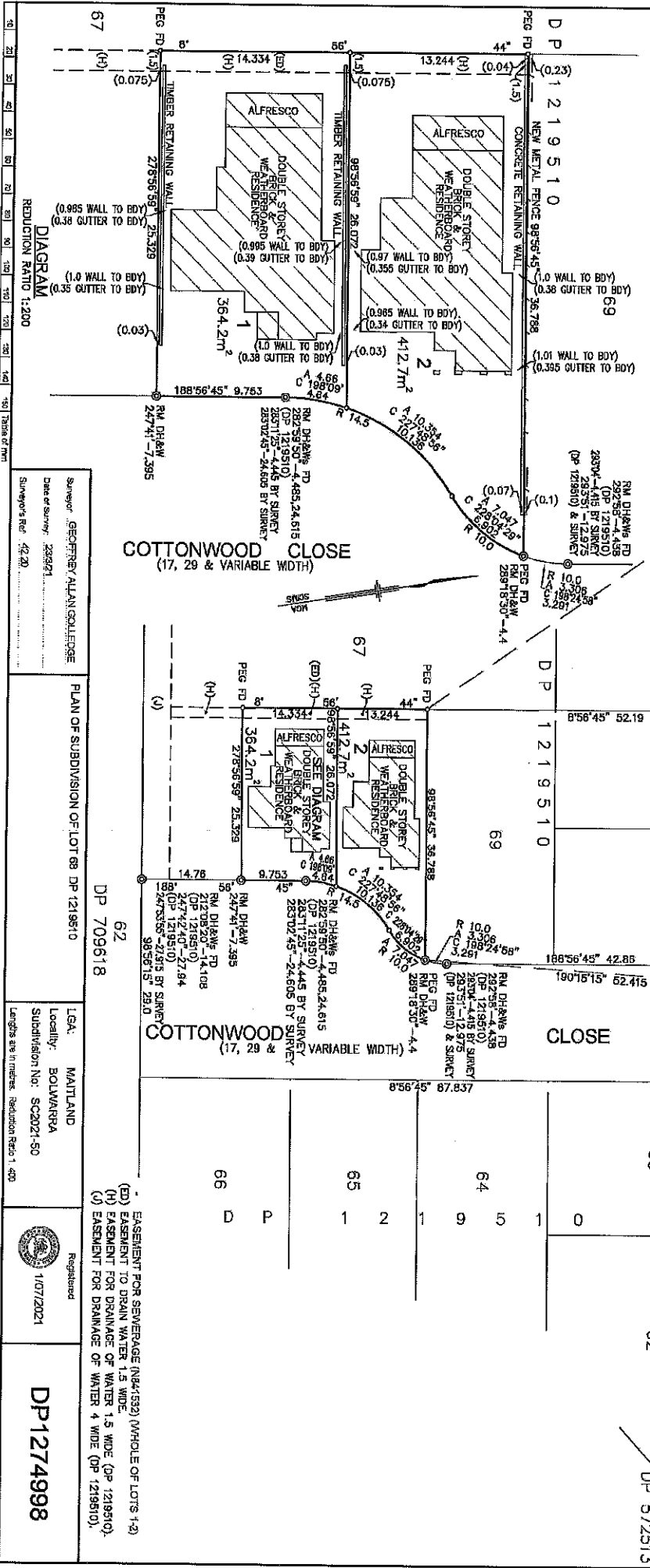
PRINTED ON 17/6/2024



COORDINATE SCHEDULE

MARK	MGA COORDINATES	CLASS	PU	METHOD	STATE
SSM 195428	566806.218	NORTHING	D	N/A	NSW
SSM 195427	566824.693	EASTING	D	N/A	NSW
SSM 195428	566720.387	NORTHING	D	N/A	NSW
SSM 195428	566720.387	EASTING	D	N/A	NSW

DATE OF SCANS COORDINATES 2-11-2020 MGA ZONE 58 MGA DATUM: GDA2020
 COMBINED SCALE FACTOR 0.999810




Surveyor: GEORGE ALAN COLLIER
 Date of survey: 23/07/21
 Surveyor's Ref: 4220

PLAN OF SUBDIVISION OF LOT 68 DP 1219810
 LSA: MAITLAND
 Locality: BOWLAHARRA
 Subdivision No: SC2021-50
 Lengths are in metres. Reduction Ratio 1:400

Registered
 11/07/2021

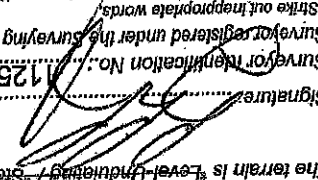
DP1274998

EASEMENT FOR SEWERAGE (N44°15'2") (WHOLE OF LOTS 1-2)
 (H) EASEMENT TO DRAIN WATER 1.5 WIDE (OP 1219810)
 (I) EASEMENT FOR DRAINAGE OF WATER 4 WIDE (OP 1219810)

Registered:  1/07/2021
 Title System: TORRENS
 PLAN OF SUBDIVISION OF LOT 68
 DP 1219510

LGA: MATTLAND
 Locality: BOLWARRA
 Parish: MIDDLEHOPE
 County: DURHAM

Survey Certificate
 GEOFFREY ALLAN GOLLEDGE
 of PO Box 132 MATTLAND NSW 2320
 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 2017, is accurate and the survey was completed on 23/3/21, or
 (b) The part of the land shown in the plan ("being" excluding A) was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or
 (c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.

Datum Line: "X" - "Y"
 Type: Urban/Rural
 The terrain is "Level-Undulating / Steep-Mountainous".
 Signature:  Dated: 26/3/21
 Surveyor Identification No.: 1125
 Surveyor registered under the Surveying and Spatial Information Act 2002
 *Strike out inappropriate words.
 *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.


Plans used in the preparation of survey/compilers:
 DP 1219510
 Surveyor's Reference: 42.20

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.
 Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.
 PLAN FORM 6A
 Signatures, Seals and Section 88B Statements should appear on

Subdivision Certificate
 KRISTY COUSINS
 Authorised Person/General Manager/ Accredited Officer, certify that the provisions of s. 16 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:  M Cousins
 Accreditation number:
 Consent Authority: MATTLAND CITY COUNCIL
 Date of endorsement: 20 May 2021
 Subdivision Certificate number: SC2021-50
 File number: DA/2020/789
 AUTHORIZED OFFICER
 Electronic signature of me, Kristy Cousins affixed by me or at my direction on 20 May 2021
 *Strike through if inapplicable.

Office Use only

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 2 sheet(s)

Registered:  1/07/2021
 Office Use only Office Use only

PLAN OF SUBDIVISION OF LOT 68
 DP 1219510

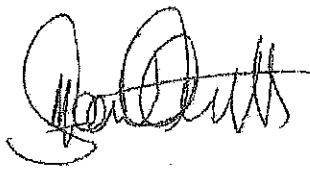
DP1274998

This sheet is for the provision of the following information as required:
 • A Schedule of lots and addressses - See 60(c) *SSI Regulation 2017*
 • Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*.
 • Signatures and seals - see 196D *Conveyancing Act 1919*.
 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: SC2021-50
 Date of Endorsement: 20 May 2021

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	6A	COTTONWOOD	CLOSE	BOLWARRA
2	6	COTTONWOOD	CLOSE	BOLWARRA

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO CREATE:-
 1) EASEMENT TO DRAIN WATER 1.5 WIDE
 2) RESTRICTION ON THE USE OF LAND




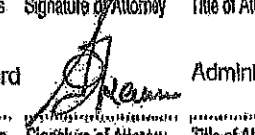
Matthew Southwell
 Sole Director/Secretary
 Hunterscope Pty Ltd
 ABN 51 628 366 496

Signed in my presence for and on behalf of Perpetual Corporate Trust Limited (ACN 000 341 633) under the Power of Attorney dated 16/9/14 (Registration No. 9676/202) by its Attorneys
 Justin Arigo

.....and
 Kushma Ram
 who are personally known to me and each of whom declare that they have received no notice of the revocation of their powers

 Patsy Woolford  Manager
 Signature of Witness Full Name of Witness Signature of Attorney Title of Attorney

Mortgage Operations Officer
 Level 18 Angel Place
 123 Pitt Street Sydney
 NSW 2000 (02) 9229 9000

 Patsy Woolford  Administrator
 Signature of Witness Full Name of Witness Signature of Attorney Title of Attorney

If space is insufficient use additional annexure sheet

Surveyor's Reference: 42.20

Sheet 1 of 3 Sheets

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED
 TO BE CREATED PURSUANT TO SECTION 88B OF THE
 CONVEYANCING ACT 1919**

DP1274998

Plan of Subdivision of Lot 68
 DP 1219510 covered by
 Maitland Council Subdivision
 Certificate No. SC2021-50
 Dated 20 May 2021

**Full name & address of
 Proprietors of the land:**

Hunterscape Pty Ltd
 ABN 51 628 366 496
 26 Lang Street
 Kurri Kurri NSW 2327

PART 1 (CREATION)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefitted lot(s) Road(s), bodies or Prescribed Authorities
1	Easement to Drain Water 1.5 Wide	Lot 1	Lot 2
2	Restriction on the Use of Land	Lots 1, 2	Maitland Council

Name of Persons and/or Authority having the power to release, vary or modify Terms of Easement & Restriction firstly and secondly referred to in the Plan:
 Owners of Lots Burdened and Benefitted and only with Permission of Maitland Council

555

Sheet 2 of 3 Sheets

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED
TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919

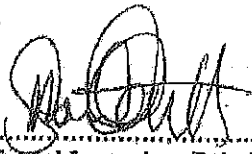
DP1274998

Plan of Subdivision of Lot 68
DP 1219510 covered by
Maitland Council Subdivision
Certificate No. SC2021-50
Dated 20 May 2021

PART 2 (TERMS)

Terms of Restriction secondly referred to in the Plan:

1. No development shall be undertaken on any Lot Burdened unless it complies with Maitland Council Development Application Approval No. 2020/532 dated 7 July 2020.



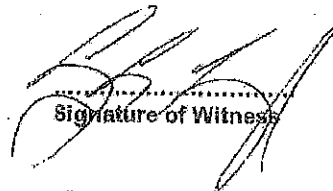
Signed for and on Behalf
of Hunterscape Pty Ltd

ABN 51 628 386 496

MATTHEW SOUTHEM

Name of Signatory/Position Held

SOLE DIRECTOR / Secretary



Signature of Witness

Geoff Gollidge
Name Of Witness

36 St Andrews St

Maitland, NSW 2320

Address of Witness

525

Sheet 3 of 3 Sheets

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED
TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919

Plan of Subdivision of Lot 68

DP 1219519 covered by

Maitland Council Subdivision

Certificate No. SC2021-50

Dated 20 May 2021

Signed for and on behalf of Maitland Council by its authorised delegate pursuant to
Section 377 of the Local Government Act 1993.

K. Schrodter

Signature of Delegate

KRISTY COUSINS

ACTING COORDINATOR

DEVELOPMENT ASSESSMENT

Name of Delegate / Position Held

AUTHORISED OFFICER

Electronic signature of me, Kady

Cousins affixed by me or at my

direction on 20 May 2021

265 HIGH STREET, MAITLAND

Name of Witness

KAREN SCHRODTER

Signature of Witness

K. Schrodter

Signed in my presence for and on behalf of Perpetual Corporate Trust Limited (ACN 000 341
533) under the Power of Attorney dated 16/11/14 (Registration No. 46761502)

by its Attorneys

Justin Arigho

Kusuma Ram

and

Electronic signature of me,
Keren Schrodter affixed by me
or at my direction on 20 May
2021

of the revocation of their powers

Patsy Woolford

Patsy Woolford

Manager

Title of Attorney

Signature of Witness

Full Name of Witness

Signature of Attorney

Title of Attorney

Patsy Woolford

Patsy Woolford

Administrator

Title of Attorney

Signature of Witness

Full Name of Witness

Signature of Attorney

Title of Attorney

Level 18 Angel Place

123 Pitt Street Sydney

123 Pitt Street Sydney 9000

Signed for and on behalf of Perpetual Corporate Trust Limited

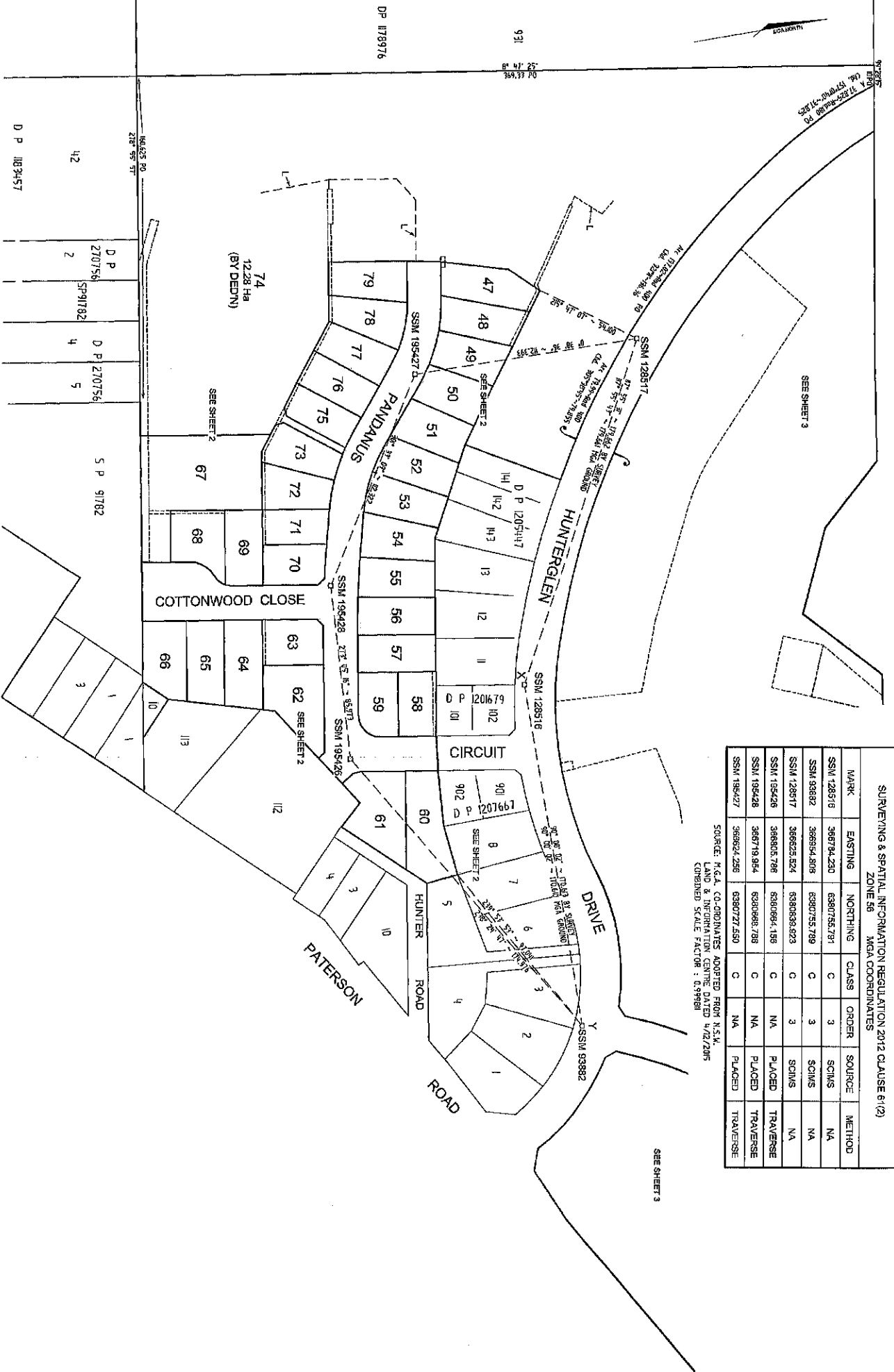
Under Mortgage No. AQ654642

Name and Address of Witness

REGISTERED



1/07/2021



SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 6(12)						
ZONE 58 MGA COORDINATES						
MARK	EASTING	NORTHING	CLASS	ORDER	SOURCE	METHOD
SSM 128516	386784.230	6380755.791	C	3	SCIMS	NA
SSM 93882	3868154.808	6380755.789	C	3	SCIMS	NA
SSM 128917	386825.824	6380888.823	C	3	SCIMS	NA
SSM 195426	386803.796	6380964.186	C	NA	PLACED	TRAVERSE
SSM 195428	386719.984	6380968.786	C	NA	PLACED	TRAVERSE
SSM 195427	386824.256	6380727.550	C	NA	PLACED	TRAVERSE

SOURCE: M.G.A. CO-ORDINATES ADAPTED FROM N.S.W. LAND & INFORMATION CENTRE DATED 4/12/2015
 CREASING SCALE FACTOR = 0.99991

L-EASEMENT FOR DRAINAGE OF WATER OVER EXISTING LINE OF PIPES (APPROX POSITION)

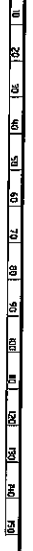
Surveyor: Gregory John Smith
 Date of Survey: 7/12/2015
 Surveyors Ref: 31953
 2015/11/01 (1989) Partial Survey

PLAN OF SUBDIVISION OF LOT 110 DP 567147 & LOT 16 DP 11868933

LGA: MAITLAND
 Locality: BOLMARRA
 Subdivision No: 07 2866
 LENGTHS ARE IN METERS; REDUCTION RATIO 1:1250

Registered
 29.4.2016

DP1219510



No.	Bearing	Distance	Area	Radius
1	270° 51' 40"	2.588		
2	00° 17' 08"	14.522	14.549	74.00
3	185° 50' 14"	11.862	17.148	75.00
4	305° 52' 31"	0.171	0.004	74.00
5	300° 34' 05"	6.594		
6	204° 42' 27"	12.219	11.274	70.00
7	107° 18' 45"	20.452	20.531	70.00
8	004° 22' 41"	1.095	1.095	74.00
9	171° 34' 45"	5.768		
10	283° 58' 35"	1.672		
11	102° 11' 01"	18.006	18.008	400.00
12	100° 09' 58"	0.182	0.183	400.00
13	98° 49' 15"	1.113		
14	274° 55' 10"	1.654	16.508	10.50
15	307° 10' 05"	7.548		
16	327° 10' 05"	1.548		
17	184° 54' 05"	4.067		
18	15° 35' 25"	5.813		
19	50° 16' 35"	4.208		
20	99° 10' 05"	3.364	3.369	417.00
21	307° 05' 40"	0.304		
22	288° 36' 26"	14.573	15.005	6.50
23	228° 01' 24"	6.802	7.047	0.00
24	190° 18' 24"	3.209	1.308	0.00
25	165° 31' 05"	4.367		
26	103° 16' 08"	10.295	10.295	417.00
27	107° 58' 35"	6.745		
28	104° 24' 17"	1.402	1.412	95.00
29	101° 04' 19"	14.309	14.332	95.00
30	17° 31' 15"	13.398	13.465	95.00
31	172° 28' 55"	4.204		
32	278° 51' 00"	5.193		
33	122° 31' 27"	3.591	3.595	95.00
34	128° 31' 35"	5.752	5.756	95.00
35	134° 34' 05"	1.034		
36	32° 28' 55"	4.211		
37	125° 39' 27"	8.600	8.600	42.00
38	10° 31' 19"	23.854	24.004	62.00
39	95° 11' 16"	0.528	0.528	62.00
40	84° 49' 28"	17.954	18.000	203.70
41	81° 16' 22"	24.445	24.475	203.70
42	75° 18' 10"	20.946	20.973	203.70
43	98° 14' 14"	2.700	2.700	203.70
44	055° 21'	22.710	22.722	403.00
45	48° 46' 25"	4.045		
46	162° 55' 10"	4.895		



H-EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
 I-EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE
 J-EASEMENT FOR DRAINAGE OF WATER 4 WIDE
 K-EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.06 WIDE
 L-EASEMENT FOR DRAINAGE OF WATER OVER EXISTING LINE OF PIPES (APPROX. POSITION)

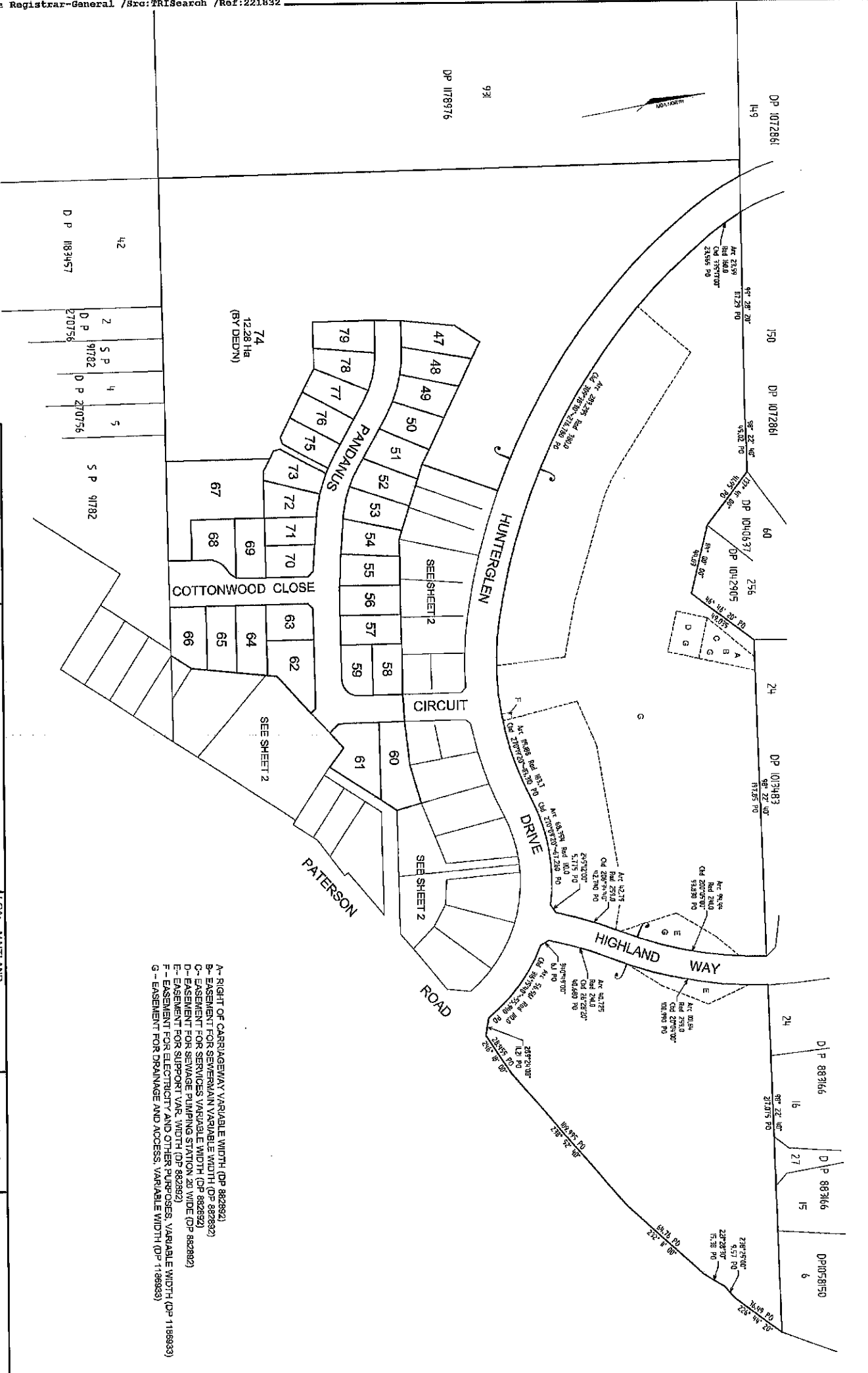
Surveyor: Gregory John Smith
 Date of Survey: 7/12/2015
 Surveyors Ref: 31853
 2015/07160 (1988) Partial Survey

LGA: MAITLAND
 Locality: BOLWARRA
 Subdivision No: 07 2868
 LENGTHS ARE IN METERS. REDUCTION RATIO 1750

PLAN OF
 SUBDIVISION OF LOT 110 DP 567147
 &
 LOT 16 DP 1186933

Registered
 29.4.2016
 DP1219510

S P 91782
 D P 210756
 D P 210756
 D P 210756



A- RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP 882892)
 B- EASEMENT FOR SERVICES MAIN VARIABLE WIDTH (DP 882892)
 C- EASEMENT FOR SERVICES VARIABLE WIDTH (DP 882892)
 D- EASEMENT FOR SERVICES PUMPING STATION 20 WIDE (DP 882892)
 E- EASEMENT FOR SUPPORT VARI. WIDTH (DP 882892)
 F- EASEMENT FOR ELECTRICITY AND OTHER PURPOSES, VARIABLE WIDTH (DP 1186933)
 G- EASEMENT FOR DRAINAGE AND ACCESS, VARIABLE WIDTH (DP 1186933)

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Surveyor: Gregory John Smith
 Date of Survey: 7/12/2015
 Surveyors Ref: 31953
 20/5/17/00 (1989) Parcel Survey

PLAN OF
 SUBDIVISION OF LOT 110 DP 567147
 & LOT 16 DP 1186933

LGAC: MATTILAND
 Locality: BOLWARRA
 Subdivision No: 07 2889
 EASEMENT MEMBERS: (SECTION 147(1) 1189)

Registered
 29.4.2016

DP1219510

42
 2 S P
 D P 91782
 D P 270756

4
 5
 S P 91782

74
 12.28 Ha
 (BY DEDN)

931
 DP 1178916

149
 DP 1072861

150
 DP 1072861

60
 DP 1040637
 DP 1012905

24
 DP 1013483
 17.15 PO

24
 D P 883166
 16
 27
 15
 6
 DP1058150



Restrictions on the use of land (DP1186933)
 M easement for sewage (see N841532)

Surveyor: Gregory John Smith
 Date of Survey: 7/12/2015
 Surveyors Ref 31993
 2015MPT100 (7689) Partial Survey

PLAN OF SUBDIVISION OF LOT 110 DP 567147 & LOT 16 DP 1186933

LGA: MAITLAND
 Locality: BOLWARRA
 Subdivision No: 07 2888
 LENGTHS ARE IN METERS. REDUCTION RATIO 1:500

Registered
 29.4.2016

DP1219510




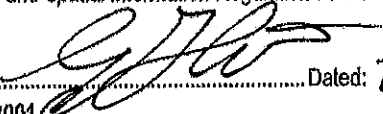
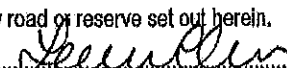
0216

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

<p>Registered:  29.4.2016</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <h1 style="margin: 0;">DP1219510</h1> <p>Office Use Only</p>
<p>PLAN OF SUBDIVISION OF LOT 110 DP 567147 & LOT 16 DP 1186933</p>	<p>LGA: MAITLAND</p> <p>Locality: BOLWARRA</p> <p>Parish: MIDDLEHOPE</p> <p>County: DURHAM</p>
<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) In approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p>Survey Certificate</p> <p>I, GREGORY JOHN SMITH</p> <p>of Daly.Smith PTY LTD PO BOX 204 MORISSET 2264</p> <p>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</p> <p>*(b) The part of the land shown in the plan (excluding LOT 74) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 7TH DECEMBER, 2015 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 <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature:  Dated: 7-12-15</p> <p>Surveyor ID: 2001</p> <p>Datum Line: X-Y</p> <p>Type: *Urban</p> <p>The terrain is *Level-Undulating</p> <p>*Strike through if inapplicable.</p> <p>*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>
<p style="text-align: center;">Subdivision Certificate</p> <p>I, Deanne Harris</p> <p>*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: 11.3.16</p> <p>Subdivision Certificate number: 072868</p> <p>File number: DA07 2868</p> <p>*Strike through if inapplicable.</p>	<p>Plans used in the preparation of survey</p> <p>DP 567147 DP 1186933</p> <p>DP 1207667 DP 1201679</p> <p>DP 1205447 DP 709618</p> <p>DP 270756 DP 1178976</p> <p style="text-align: right;">If space is insufficient continue on PLAN FORM 6A</p>
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p>IT IS INTENDED TO DEDICATE THE EXTENSION OF PANANUS CIRCUIT AND COTTONWOOD CLOSE TO THE PUBLIC AS PUBLIC ROAD.</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p> <p>Surveyor's Reference: 31953</p>

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only

Office Use Only



Registered: 29.4.2016

PLAN OF
 SUBDIVISION OF LOT 110 DP 567147
 & LOT 16 DP 1186933

Subdivision Certificate number: 07 2868

Date of Endorsement: 11-3-16

- 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.

DP1219510


Lot	Street Number	Street name	Street type	Locality
47	28	PANDANUS	CIRCUIT	BOLWARRA
48	26	PANDANUS	CIRCUIT	BOLWARRA
49	24	PANDANUS	CIRCUIT	BOLWARRA
50	22	PANDANUS	CIRCUIT	BOLWARRA
51	20	PANDANUS	CIRCUIT	BOLWARRA
52	18	PANDANUS	CIRCUIT	BOLWARRA
53	16	PANDANUS	CIRCUIT	BOLWARRA
54	14	PANDANUS	CIRCUIT	BOLWARRA
55	12	PANDANUS	CIRCUIT	BOLWARRA
56	10	PANDANUS	CIRCUIT	BOLWARRA
57	8	PANDANUS	CIRCUIT	BOLWARRA
58	6	PANDANUS	CIRCUIT	BOLWARRA
59	4	PANDANUS	CIRCUIT	BOLWARRA
60	3	PANDANUS	CIRCUIT	BOLWARRA
61	5	PANDANUS	CIRCUIT	BOLWARRA
62	7	PANDANUS	CIRCUIT	BOLWARRA
63	9	PANDANUS	CIRCUIT	BOLWARRA
64	3	COTTONWOOD	CLOSE	BOLWARRA
65	5	COTTONWOOD	CLOSE	BOLWARRA
66	7	COTTONWOOD	CLOSE	BOLWARRA
67	8	COTTONWOOD	CLOSE	BOLWARRA
68	6	COTTONWOOD	CLOSE	BOLWARRA
69	4	COTTONWOOD	CLOSE	BOLWARRA
70	11	PANDANUS	CIRCUIT	BOLWARRA
71	13	PANDANUS	CIRCUIT	BOLWARRA
72	15	PANDANUS	CIRCUIT	BOLWARRA
73	17	PANDANUS	CIRCUIT	BOLWARRA
74	19	PANDANUS	CIRCUIT	BOLWARRA

If space is insufficient use additional annexure sheet

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheet(s)

<p>Office Use Only</p> <p>Registered:  29.4.2016</p> <p>PLAN OF SUBDIVISION OF LOT 110 DP 567147 & LOT 16 DP 1186933</p> <p>Subdivision Certificate number:</p> <p>Date of Endorsement:</p>	<p>Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1219510</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
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Lot	Street Number	Street name	Street type	Locality
75	21	PANDANUS	CIRCUIT	BOLWARRA
76	23	PANDANUS	CIRCUIT	BOLWARRA
77	25	PANDANUS	CIRCUIT	BOLWARRA
78	27	PANDANUS	CIRCUIT	BOLWARRA
79	29	PANDANUS	CIRCUIT	BOLWARRA

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

1. Easement for drainage of water 1.5 wide.
2. Easement for drainage of water 4 wide
3. Easement for drainage of water 2.5 wide
4. Easement for drainage of water over existing line of pipes (approx. position)
5. Restriction on the use of land
6. Restriction on the use of land
7. Restriction on the use of land
8. Positive Covenant (APZ)
9. Easement for electricity & other purposes 2.05 wide

Executed on behalf of TELECAL PTY LTD ACN 062 488 135
 by resolution of the Board of Directors in the presence of:


 WARREN HANCOCK
 Director

x 
 WILLIAM LAWRENCE LANTRY
 Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: **31953** 2015M7100 (1988) Partial Survey

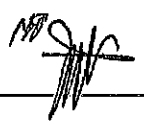
INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919

Plan: DP1219510
 Subdivision covered by subdivision Certificate No. 07 2868 dated 11-3-16 of Lot 110 DP 567147 & Lot 16 DP 1186933
 Telecal Pty Ltd ACN 062 488 135
 PO BOX 402, THE JUNCTION NSW 2291

Full name and address of proprietors of the land.

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened Lot(s)	Benefitted Lot(s), road(s) or Prescribed Authorities
1	Easement for drainage of water 1.5 wide	47 48 49 57 62 68-69 69 70 70-71 70-72 47-49, 70-73 & 75-79 70-74 70-75 70-76 70-77 70-78	48-49 49 57 62 68-69 69 70 70-71 70-72 47-49, 70-73 & 75-79 70-74 70-75 70-76 70-77 70-78
2	Easement for drainage of water 4 wide	67	68-69 & Cottonwood Close
3	Easement for drainage of water 2.5 wide	74	70-73 & 75-79
4	Easement for drainage of water over existing line of pipes (approx. position)	74	Maitland City Council
5	Restriction on the use of land	47-73 & 75-79	Every other lot
6	Restriction on the use of land	67	Maitland City Council
7	Restriction on the use of land	60-61	Maitland City Council
8	Positive Covenant (APZ)	67	Maitland City Council
9	Easement for electricity & other purposes 2.05 wide	74 & 47	Ausgrid ABN 67 505 337 385



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
OR RELEASED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919**

(Sheet 2 of 8 Sheets)

Plan:

DP1219510

Subdivision covered by subdivision

Certificate No. **07 2868**

dated **11-3-16**

of Lot 110 DP 567147 & Lot 16 DP 1186933

PART 2 (Terms)

The name of the authority whose consent is required to release vary or modify the easements numbered 1 - 4 in the plan is Maitland City Council.

Terms of restriction on the use of land numbered 5 in the plan.

1. In these Restrictions on the Use of Land unless something in the subject matter or context is inconsistent herewith, the following expressions have the meaning attributed thereto in these Restrictions, that is to say:-

"Dwelling" means a room or suite of rooms occupied or used or so constructed, designed or adapted as to be capable of being occupied or used as a separate domicile.

"Dwelling house" means a building containing one but not more than one dwelling.

"Duplex" means a building containing two but not more than two dwellings.

"Telecal" means Telecal Pty Ltd.

2. No Dwelling or Dwelling house shall be erected or permitted to remain on the Lot burdened unless the living area (being the total area of the main building exclusive of car accommodation, external landings, patios and verandahs) of the said Dwelling or Dwelling house is equal to or greater than 220 square metres.
3. No Dwelling or Dwelling house erected on the Lot burdened shall be used or permitted to be used for any purpose other than that of a private residence unless approval for any other use is first had and obtained from Telecal which approval may be given or withheld by Telecal in its absolute discretion.
4. No building shall be erected or permitted to remain on the Lot burdened unless the external walls thereof are constructed of a combination of the following:-
 - (i) unrendered, unpainted bricks and/or stone; or
 - (ii) bricks and/or stone which have been coated with materials known as "granosite" or "granotex" or other similar coatings; or
 - (iii) (iii) glass; or
 - (iv) (iv) texture coated material which means fibre-cement sheeting with recessed edges which is attached to the frame of the building in such a manner that all joints, and all materials used in affixing of such sheets, are concealed and which is coated with a texture roll or trowel on finish based on acrylic, with the ultimate or final colour added, together with a system of reinforcing joints to obtain a monolithic appearance; or
 - (v) (v) fibre-cement sheeting; or
 - (vi) (vi) timber; or
 - (vii) (vii) concrete; or
 - (viii) (viii) aluminium; or

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
OR RELEASED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919**

Plan: Subdivision covered by subdivision
Certificate No. 07 2868
dated 11-3-16
of Lot 110 DP 567147 & Lot 16 DP 1186933

DP1219510

- (ix) such other materials, in such proportions, as may be approved by Telcal which approval
- (x) may be given or withheld by Telcal in its absolute discretion;
- (xi) provided that the aggregate of the part or parts of external walls constructed of fibre-cement sheeting (unless forming part of any texture-coated material), timber, concrete, aluminium, or a combination of these materials does not exceed twenty five per centum of the total area of the external walls.
- (xiv) area of the external walls.

5. No building shall be erected on or permitted to remain on the Lot burdened having what is commonly known as "a flat roof" or a roof constructed of any material other than terracotta roof tiles, concrete roof tiles, timber shingles, slate, colourbonded corrugated metal or other similar factory pre-coated corrugated metal, or such other materials as may be approved by Telcal in its absolute discretion.

- 6. No Duplex shall be erected or permitted to remain on the Lot burdened unless:-
 - (i) any proposed duplex or dual occupancy shall embody a design suitable for human habitation which has a minimum habitable floor area of 150m²; and
 - (ii) the minimum area of a lot upon which a duplex or dual occupancy attached or detached to be built shall be a minimum of 800m²; and
 - (iii) The design is to be approved by Telcal in its absolute discretion.
- 7. No fence shall be erected or permitted to remain on the Lot burdened if the same:-
 - (i) is erected between the building line fixed by the Council of Maitland in respect of the lot burdened and any public road to which the front of the main building erected on the said lot burdened faces; or
 - (ii) is erected between any street to which the lot burdened does about and any main building erected on the lot burdened; or
 - (iii) exceeds 1.8 metres in height; or
 - (iv) is constructed of materials other than:-
 - (i) brick;
 - (ii) masonry;
 - (iii) lapped and capped stained timber;
 - (iv) lapped and capped pine impregnated with copper chrome arsenate (commonly known as treated pine);
 - (v) brushwood;
 - (vi) chain wire;
 - (vii) cement rendered and painted brick or concrete blocks;
 - (viii) bricks or concrete blocks coated with cement by bagging and painted;
 - (ix) bricks or concrete blocks coated with the product known as "Granotex" or "Granosite" or other similar product in the manner recommended by the Manufacturer;
 - (x) sheet metal that has been treated with the process commonly known as colourbonding or other similar factory pre-coated process, in the colour of Woodland Grey and shall include posts, panels and caps of the same colour, provided that the section of uninterrupted fence is no longer than fifty metres;
 - (xi) rural fencing for lots on which side of the lot is greater than fifty metres.
- 8. No dividing fence shall be erected on the lot burdened unless it is erected without expense to Telcal, its successors and assigns other than the purchasers on sale.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
OR RELEASED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919**

(Sheet 4 of 8 Sheets)

Plan:

DP1219510

Subdivision covered by subdivision
Certificate No. 07 2868
dated 11-3-16
of Lot 110 DP 567147 & Lot 16 DP 1186933

9. No plant, machinery and/or other equipment, including but without limiting the generality thereof any caravan, box-trailer, boat-trailer, car-trailer, unregistered motor vehicle or any part thereof shall be permitted to remain on any part of the lot burdened that is visible from a public road or place, or any part of the lot burdened, that is between the rear main building line of the lot and the public road to which that lot abuts, for a period exceeding fourteen (14) consecutive days without being removed from the lot burdened. Any such item that is removed from the lot burdened for a period of less than seven (7) consecutive days shall be deemed to have remained on the lot burdened for the period during which it was removed.
10. No structure of a temporary nature or character which is intended for habitation, including but without limiting the generality thereof, any basement, tent, shed, shack, garage, trailer, camper or caravan, shall be erected or permitted to remain on the lot burdened.
11. No earth, stone, gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building on the relevant lot burdened or to facilitate all reasonable landscaping on the said lot and no lot shall be permitted to be, appear or remain in an excavated or quarried state.
12. No fuel storage tanks (except any such tank or tanks used for oil heating purposes) shall be placed upon or permitted to remain on any lot burdened.
13. No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted or carried out on any lot burdened.
14. No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.
15. No advertisement hoarding sign or matter of any description shall be erected or displayed on any lot burdened without the prior written consent of Telecal having been given to the registered proprietor for the time being of the lot burdened which approval may be given or withheld at the absolute discretion of Telecal, but nothing in this restriction shall prevent the proprietor of any lot burdened from displaying not more than one sign on the lot burdened advertising the fact that the relevant lot burdened is for sale PROVIDED that:-
 - (i) any such sign does not exceed nine hundred millimetres (900mm) in width and nine hundred millimetres (900mm) in height; and
 - (ii) any such sign is painted and/or decorated in its entirety by a professional signwriter.
16. No motor truck, lorry or semi-trailer with a load carrying capacity exceeding two point five (2.5) tonnes shall be parked or permitted to remain on any lot burdened unless the same is used in connection with the erection of a dwelling on the relevant lot burdened.
17. No building or construction work shall be permitted, or allowed to continue, on the lot burdened unless:-
 - (i) the lot burdened is maintained in a clean and tidy condition as is practicable having regard to the nature of the construction being carried out; and
 - (ii) all rubbish or refuse generated by such construction work is collected or removed from the lot burdened not less than once every four (4) weeks; and
 - (iii) no object or thing generated by the construction of the building on the lot burdened including but without limiting the generality thereof any spoil or builder's rubbish is deposited or permitted to remain on any lot adjoining the lot burdened.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
OR RELEASED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919**

(Sheet 5 of 8 Sheets)
Subdivision covered by subdivision
Certificate No. 07 2868
dated 11-3-16
of Lot 110 DP 567147 & Lot 16 DP 1186933

Plan: DP1219510

18. No building, apart from the main building erected on the lot burdened, shall be erected or permitted to remain on the lot burdened, unless:-
- (i) that building or those buildings are not visible from any public road, and/or place; or
 - (ii) that building or those buildings are of a design which compliments the main building erected on the lot burdened and are constructed of the same or similar materials to those used in the main building erected on the lot burdened; or
 - (iii) it is a garden shed which is not visible from a public road and/or place where:-
 - (a) all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places; and
 - (b) the same is constructed of metal which has not been treated by the process commonly known as "colour bonding" or any similar factory pre-coated process.
19. No clothes line shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road and/or place PROVIDED ALWAYS that nothing in this restriction shall prevent the erection and maintenance of a clothesline where all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places.
20. No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened unless the same is either:-
- (i) not visible from any public road and/or place; or
 - (ii) is screened from any public road and/or place in a manner approved by Telecom.
21. No radio mast and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are not visible from any public road and/or place.
22. No television mast and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened.
23. No carport, covered patio, covered porch and/or covered verandah shall be erected or permitted to remain on the lot burdened unless the materials used to support the same are comprised of timber, brick or masonry.
24. No solar panels used in conjunction with the heating of water or generation of electricity shall be erected or permitted to remain on a lot burdened unless the same are either:-
- (i) not visible from any public road or place; or
 - (ii) are laid flat on any part of the roof of the main building erected on the lot burdened.
- The name of the party empowered to release vary or modify the restrictions on the use of land numbered 5 in the plan is Telecom Pty Ltd whilst ever it owns any lot or any part of a lot in the registered plan pursuant to which these restrictions were created and thereafter by the registered proprietors of the lots contained in the registered plan pursuant to which restrictions were created.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
OR RELEASED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919**

(Sheet 6 of 8 Sheets)

Plan:

DP1219510

Subdivision covered by subdivision

Certificate No. 07 2868

dated 11-3-16

of Lot 110 DP 567147 & Lot 16 DP 1186933

Terms of restriction on the use of land numbered 6 in the plan.

No dwelling is permitted to be constructed on the land unless its floor level is constructed at or above the adopted Flood Planning Level (FPL) or 500mm above the 1% AEP flood event, or at a level approved by Maitland City Council.

The name of the authority whose consent is required to release vary or modify the restriction on the use of land numbered 6 in the plan is Maitland City Council.

Terms of restriction on the use of land numbered 7 in the plan

No driveway or accessway is to be constructed on the lot which gives direct access to or across to the land nominated "Hunter Road" on the plan.

The name of the authority whose consent is required to release vary or modify the restriction on the use of land numbered 7 in the plan is Maitland City Council.

Terms of positive covenant numbered 8 in the plan

The entire property shall be managed as an inner protection area (IPA) as outlined within section 4.1.3 and appendix 5 of the "Planning for Bush Fire Protection 2006" and the NSW Rural Fire Service's document "Standards for asset protection zones".

The name of the authority whose consent is required to release vary or modify positive covenant numbered 8 in the plan is Maitland City Council.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
OR RELEASED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919**

Plan: DP1219510
Subdivision covered by subdivision Certificate No. 07 2868 dated 11-3-16 of Lot 110 DP 567147 & Lot 16 DP 1186933 (Sheet 7 of 8 Sheets)

Terms of easement for electricity and other purposes numbered 9 on the plan.

An easement is created on the terms and conditions set out in memorandum registered number AG823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum. Name of Authority empowered to release vary or modify Easement for Electricity & Other Purposes numbered 9 in the plan is Ausgrid (ABN: 67 505 337 385)

EXECUTED for and on behalf of
AUSGRID by:

Its duly constituted Attorney pursuant to
Power of Attorney registered Book 4528
No. 447 in the presence of:
331
4693

Glenn F.

Witness

Brian Walters

Name of Witness (please print)

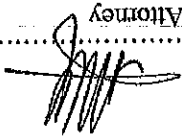
570 George Street,
Sydney, NSW, 2000

Address of Witness

Manager - Property & Fleet

Michael McHugh

Attorney



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
OR RELEASED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919**

(Sheet 8 of 8 Sheets)

Plan:

DP1219510

Subdivision covered by subdivision

Certificate No. **072868**

dated **11.3.16**

of Lot 110 DP 567147 & Lot 16 DP 1186933

Executed for & on behalf of **Maitland City Council** having the benefit of the restrictions on the use of land numbered 4 and 5 and the positive covenant numbered 6 and the required consent to release vary or modify the easements numbered 1 and 2 in the plan in the presence of:

(Signature) *Leanne Harris*

Full Name: LEANNE HARRIS
(print)

Position held: CO-ORDINATOR DEVELOPMENT
ASSESSMENT

Executed on behalf of **TELECAL PTY LTD** ACN 062 488 135 by resolution of the Board of Directors in the presence of:

Warren Hancock
WARREN HANCOCK
Director

William Lawrence Lantry
WILLIAM LAWRENCE LANTRY
Director/Secretary

REGISTERED
29.4.2016



I, _____ confirm that I have reviewed and checked this 88B instrument.
x _____ (solicitor)



Certificate No.: PC/2024/2058
Certificate Date: 18/06/2024
Fee Paid: \$67.00
Receipt No.: 1925526
Your Reference: 221832

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

APPLICANT:	Infotrack Pty Ltd
PROPERTY DESCRIPTION:	6A Cottonwood Close BOLWARRA NSW 2320
PARCEL NUMBER:	101665
LEGAL DESCRIPTION:	Lot 1 DP 1274998

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 *Environmental 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

- 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

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

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

Complying development under the **Rural Housing Code** may not be carried out and Environment.

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

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

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.

ITEM 4 – Complying Development

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.

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

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

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

ITEM 3 – Contribution Plans

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.

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

The land IS NOT in a Heritage Conservation Area.

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.

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.

Whether the council is aware that –

ITEM 6 – Affected building notices and building product rectification orders

1.12, in relation to the land.

If the exempt development codes are varied, under that Policy, clause

- 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 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

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 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.

ITEM 5 – Exempt Development

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.

1.12, in relation to the land.

If the complying development codes are varied, under that Policy, clause

- 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 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

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

ITEM 7 - Land Reserved for Acquisition

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

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

ITEM 8 – Road widening and road realignment

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

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

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

ITEM 9 – Flood related development controls

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

The land or part of the land IS between the flood planning area and the probable maximum flood and subject to flood related development controls.

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

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

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

ITEM 12 Loose-fill asbestos insulation

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.

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.

The land is NOT identified as being bushfire 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.

ITEM 11 Bush fire prone land

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.

Note in this section –
 Consideration of Council's adopted policy and the application of provisions under relevant State legislation is warranted.

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.

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.

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.

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

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.

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 or 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 Aeropolis

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

ITEM 21 – Development consent conditions for seniors housing

If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).
Clause 88(2) of the *State Environmental Planning Policy (Housing) 2021* restricts occupation of development approved for seniors housing to:
a) Seniors or people who have a disability
b) People who live in the same household with seniors or people who have a disability,
c) Staff employed to assist in the administration and provision of services to housing provided under this Part.

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

Whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site

compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate –

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

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

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

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

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

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

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

Contaminated Land

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

Jeff Smith
General Manager



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



APPLICATION NO.: 2283474

APPLICANT REF: M 221832

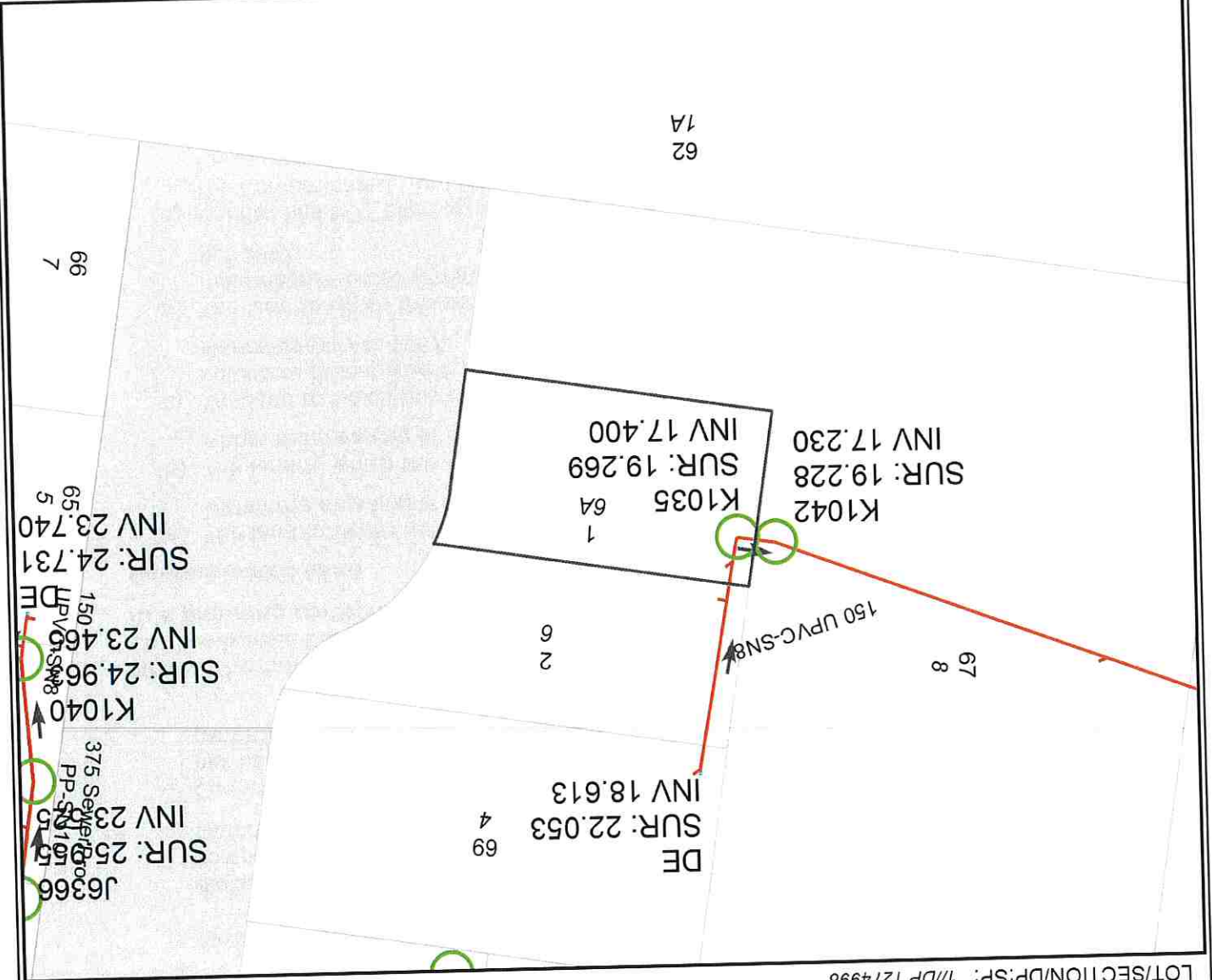
RATEABLE PREMISE NO.: 999915452

InfoTrack

6A COTTONWOOD

BOLWARRA NSW

PROPERTY ADDRESS: 6A COTTONWOOD CL BOLWARRA HEIGHTS 2320
 LOT/SECTION/DP/SP: 1//DP 1274998



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.

Scale at A4: 1:500

Date: 17/06/2024

CADASTRAL DATA @ LPI OF NSW
 @ AAMHatch
 @ Department of Planning

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