

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	First National Real Estate 454 High Street, Maitland, NSW 2320	Phone: 49335544
co-agent		
vendor		
vendor's solicitor	Smyth Turner Wall Lawyers 93-95 Vincent Street, CESSNOCK NSW 2325	Phone: 02 4990 4955 Email: grahamwall@smythturnerwall.com.au u Fax: 02 4990 5464 Ref: GTW:NC:20324
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	19 Riverside Street, Bolwarra, New South Wales 2320 Registered Plan: Lot 3011 Plan DP 1256936 Folio Identifier 3011/1256936	
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

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

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

buyer's agent

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

SIGNING PAGE

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

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

PEXA

Manual transaction (clause 30)☒ NO ☐ yes

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

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

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make a **GSTRW payment**
(GST residential withholding payment)☒ NO ☐ yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to off the plan contract
Home Building Act 1989 <input checked="" type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	Other <input type="checkbox"/> 60

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

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

79 RIVERSIDE ST, BOLWARRA 2320

THESE ARE FURTHER CONDITIONS IN AGREEMENT FOR SALE

1. Amendments

The Clauses of this Contract shall be amended as follows:-

- a. Clause 7.1.1 is amended by substituting the figures "1%" for the figures "5%" wherein appearing.
- b. Clause 7.2.1 is amended by substituting the figures "5%" for the figures "10%" wherein appearing

2. Agent

The Purchaser hereby warrants that he has not been introduced to the property by the efforts, whether direct or indirect, of any commission agent except the agent (if any) referred to as the Vendor's Agent on page one (1) of the Contract herein and shall indemnify and save harmless the vendor in respect of any suit, action, claim or demand made or brought by any commission agent claiming commission arising from any such introduction in breach of this warranty, and this clause shall not merge on completion hereof.

3. Death Liquidation Etc

Notwithstanding any rule of Law or equity to the contrary.

- 3.1 Should either the Purchaser or Vendor (or if the Purchaser or Vendor is more than one person, any one or more of the persons comprising that party) prior to completion either;
 - 3.1.1 die, or
 - 3.1.2 become a mentally ill person or a mentally disordered person in accordance with the relevant criteria set out in Chapter 3 of the Mental Health Act 1990, or a protected person under the Protected Estates Act 1983; or
 - 3.1.3 become bankrupt
- 3.2 Then the Vendor or the Vendor's Authorised Representative, the Purchaser or the Purchaser's Authorised Representative, may rescind this Contract by notice to other party. This Contract will be at an end upon service of such notice.
- 3.3 Where the Purchaser or Vendor is a corporation and that corporation:
 - 3.3.1 is made subject to an order or an effective resolution passed for the winding up of that corporation.

- 3.3.2 enters into any scheme of arrangement with its creditors under Part 5.1 of the Corporations Law or other similar legislation applicable to that corporation; or
- 3.3.3 has any liquidator, receiver, provisional liquidator, controller or managing controller appointed to that corporation, and the provisions of clause 19 hereof shall apply.

Then at any time after the occurrence of any of those events the other may rescind this Contract by notice in writing forwarded to the first mentioned party Solicitors named herein. This Contract will be at an end upon service of such a notice.

- 3.4 The rights and remedies set out in this Special Conditions do not negate, limit or restrict any rights or remedies which would have been available to either party had this Special Condition not been included in this Contract.

4. Completion

- 4.1 Where for any reason other than delay by the party proposing to give a Notice to Complete this Contract is not completed by the completion date the party not in default may serve on the party in default a Notice to Complete which makes time of the essence of this contract.
- 4.2 Any Notice to Complete shall nominate a date by which this Contract must be completed, which date must be at least 14 days after the date of this service of the Notice to Complete (calculated exclusive of the date of service but inclusive of the nominated date). The parties acknowledge that this period of 14 days is reasonable for all purposes. Such notice may specify that completion is to take place at or before a nominated hour of the day.
- 4.3 The party serving a Notice to Complete may:
 - 4.3.1 at any time extend the date nominated for completion, without prejudicing the validity of the Notice to Complete; and
 - 4.3.2 at any time withdraw the Notice to Complete by further notice to the party in default; and
 - 4.3.3 at its option issue a further Notice to Complete.
- 4.4 If this contract is not completed by the completion date, due to default or delay by the Purchaser, the Purchaser shall on completion pay to the Vendor, in addition to the balance of the purchase price:-
 - 4.4.1 interest on the purchase price (except on any part of it which has already been paid to the vendor) at the rate of ten percent (10%) per annum calculated on a daily basis from and including the completion date (or if the Vendor is not ready willing and able to complete on the completion date then from such later date on which the Vendor is ready willing and able to complete this Contract), up to and including the date of completion; and
 - 4.4.2 if the vendor has served a notice to complete on the purchaser, the sum of three hundred and thirty dollars (\$330.00) including GST to cover legal costs and other expenses incurred as a consequence of the delay, as a genuine pre-estimate of those additional expenses.

4.5 The obligation to pay interest is an essential term of this Contract and the Vendor is under no obligation to complete this Contract unless the interest provided for in this Special Condition has been paid. If completion is at any time delayed by reason of the Vendor's default, interest shall not be charged for the period during which completion was so delayed. For the purposes of calculating interest under this clause, the unpaid balance of the price includes any part of the deposit monies provided by way of deposit bond guarantee.

4.6 The Vendor:

4.6.1 is not obliged to remove any charge on the property for any rate, tax or outgoing until the time when completion of this Contract is effected;

4.6.2 will not be deemed to be unable, not ready or unwilling to complete this Contract by reason of the existence of any charge on the property for any rate, tax or outgoing.

5. Warranties Etc.

5.1 The Purchaser warrants that:

(a) the Purchaser has inspected the property;

(b) unless stated otherwise in this contract, the Purchaser has not entered into this contract in reliance on any express or implied statement, representation, promise or warranty made by the Vendor or on its behalf in respect of any matter relating to the property (including without limit, any improvements, fixtures or inclusions) or which has or may have an effect on it, including but not limited to:

(i) Its neighbourhood, or

(ii) its state of repair.

(c) the Purchaser relies on its own enquiries in relation to all matters affecting the property, whether or not disclosed in this Contract.

5.2 The purchaser accepts the property (including, without limited, the improvements, fixtures and inclusions) in its current state of repair and subject to any latent or patent defects or any infestation or dilapidation existing at the date of this contract and subject to the purchasers rights under special condition 5.3.

5.3 The Purchaser is not entitled to:

- (a) Make any requisition or claim for compensation in relation to; or
- (b) Rescind, terminate or delay completion of this contract because of any,

matter referred to in special condition 5.1 or special condition 5.2 or the condition of the property and improvements and the furnishings and chattels on completion as a result of fair wear and tear occurring between the date of this contract and completion.

- 5.4 Should the purchaser become entitled to rescind this Contract for a breach of a warranty then the Vendor shall also be entitled to rescind this contract provided such right is exercised before the Purchaser has served their Notice of Rescission.

6. Payment of Deposit

Notwithstanding any other provision of this Contract the purchaser agrees to pay the agreed deposit of 10% of the purchase price in the following manner:

- a) as to the agreed amount on exchange of contracts; and
- b) as to the balance of the 10%, on the earlier of the Completion Date or Termination

7. Deposit Bond

- 7.1 Subject to consent of the Vendor, the deposit may be paid by a Bond. Any such Bond must be issued by a guarantor acceptable to the Vendor in its absolute discretion and must have either:-

- 7.1.1 no expiry date; or
- 7.1.2 an expiry date at least 3 months later than the Registration Date

- 7.2 Subject to special conditions 7.3 and 7.4 below, the delivery of the Bond, upon or before the making of this agreement, to the person nominated in this agreement to hold deposit shall, to the extent of the amount guaranteed under the Bond, be deemed for the purposes of this agreement to be payment of the deposit in accordance with this agreement.

- 7.3 The Purchaser shall pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed bank cheque on completion of this agreement or at such other time as may be provided for the deposit to be accounted for to the Vendor.

- 7.4 If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit then, to the extent that the amount has not already been paid under the Bond by the issuer of the Bond, the Purchaser shall forthwith pay the deposit (or so much thereof as has not been paid) to the person nominated in this agreement to hold the deposit.
- 7.5 The Vendor acknowledges that payment by the issuer of the Bond under the Bond shall, to the extent of the amount paid, be in satisfaction of the Purchaser's obligation to pay the deposit under special condition 7.4 above.
- 7.6 If the Bond contains an expiry date which is earlier than 3 months after the Registration Date or 3 months after the date to which the Registration Date has been extended (as permitted in this contract), no later than 30 days before the Bond expires, the Purchaser must give the Vendor a replacement Bond, that:-
- 7.6.1 is from the issuer that provided the original Bond or another institution approved by the Vendor; and
 - 7.6.2 has an expiry date at least 3 months after the later of the Registration Date or any date to which the Registration Date has been extended; and
 - 7.6.3 otherwise contains identical conditions as contained in the Bond or such other conditions as the Vendor may accept (acting reasonably).
- 7.7 When the Vendor receives a satisfactory replacement Bond it must return the original Bond. The Purchaser may elect instead of providing a replacement Bond as required by this special condition to tender cash for the amount of the deposit at least 30 days before the date on which the Bond expires.
- 7.8 It is an essential condition of this Contract that the Purchaser must comply with this special condition. If the Purchaser does not comply with the obligations of this special condition, non compliance will be deemed to be a failure to pay the deposit and a default by the Purchaser, whereupon the Vendor shall immediately be entitled to terminate this contract and call in the issuer of the Bond to make the payment to the Vendor under the Bond and in this respect the Purchaser provides such authorisation.

8. Additional Rescission Provisions

The Purchaser may rescind this Contract if the owner of the improvements on the land is not entitled, as at the date of settlement, to claim compensation from the Mine Subsidence Board in respect of any damage to the land and/or improvements arising from Mine Subsidence, and written communication from the Mine Subsidence Board to that effect shall be conclusive for the purpose of this condition.

9. Exclusion of Right to Rescind

- 9.1 Notwithstanding anything else herein contained the Purchaser is not entitled to rescind this Contract because of any State Environmental Planning Policy or Development Control plan or any unexhibited draft Local Environmental Plan which affects the property but which is not disclosed unless the Purchaser can show that any affectation is to the detriment of the Purchaser.
- 9.2 The Vendor discloses that SEPP28 has been repealed and that some provisions of SEPP 25 and SREP 12 that allowed subdivision of dual occupancies have been repealed, and the attached Section 149 Certificate may be inaccurate in respect of those matters and that the Purchaser/s acknowledges that it is not entitled to make any objection, requisition or claim for compensation in respect of such inaccuracies.

10. Electronic Settlement

- 10.1 It is an essential term of this Contract that in the event that settlement does not take place on the agreed scheduled date due to the default of the purchaser or the purchasers mortgagee or legal representative and through no fault of the Vendor, in addition to any other monies payable by the purchaser on completion of this Contract, the purchaser must pay an additional \$165.00 (inclusive of GST) on settlement, being legal costs incurred by the Vendor as a consequence of the cancelled or re-arranged settlement which sum is to allowed by the purchaser in favour of the Vendor as an additional adjustment on completion.

11. 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 of title annexed hereto.

12. FIRB approval

The Purchaser warrants that the Purchaser does not require Treasurer's Approval to purchase the property.

The purchaser acknowledged that, if the promise in clause 22.1 of the standard conditions is untrue in any respect, then the Purchaser hereby indemnifies the Vendor against any loss which the Vendor may suffer as a result of the Vendor having relied on the promise.

13. Execution by Docusign

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

14. Release of deposit for payment of a deposit.

The purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor's agent to release to the trust account of a Solicitor, Conveyancer or Real Estate Agent such part of the deposit moneys as they shall require for the purpose of a deposit to any piece of real estate that the vendors negotiate to purchase between the date hereof and the date of settlement hereof.

15. Qualified/Limited Title

If the subject property is noted as being Old System title, or subject to any limitations or qualifications, the Purchaser shall not make any requisition, object or claim for compensation nor have any right of rescission with respect to such limitation or qualification. The Purchaser shall not require the Vendor to provide an Abstract of Title, provide prior Old System Title or remove any qualification or limitation.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
 - (g) Has the vendor or the tenant of the premises taken any steps to seek any benefit or protection under any law enacted in response to the COVID-19 pandemic? If so, please provide details of the steps taken and of the progress or outcome of any negotiations or hearing.
 - (h) Has there been any application for land tax relief or residential tenancy support payment? If so, please provide details.
4. Is the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

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

Adjustments

10. All outgoings referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
11. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
12. If any land tax certificate or property tax status certificate under the *Property Tax (First Home Buyer Choice) Act 2022* (NSW) shows a charge for land tax or property tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

13. Subject to the Contract, the 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 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?~~

(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

16

(c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

(d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

(e) In respect of any residential building work carried out in the last 7 years:

- (i) please identify the building work carried out;
- (ii) when was the building work completed?
- (iii) please state the builder's name and licence number;
- (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).

(f) Have any actions been taken, including the issuing of any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.

(a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?

(b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property? If so please provide details and indicate if there are any proposals for amendment or revocation?

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* (NSW) and *Local Government Act 1993* (NSW)?
- (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
- (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
- (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
- (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

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* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?

Affectations/Benefits

19.

(a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:

- (i) whether there are any existing breaches by any party to it;
- (ii) whether there are any matters in dispute; and
- (iii) whether the licensor holds any deposit, bond or guarantee.

(b) In relation to such licence:

- (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
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) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
22. If the Property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to prevent the enjoyment of any rights appurtenant to the Property?

Capacity

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

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 5 business days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any GSTRW payment.
28. If any document created for completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
29. Searches, surveys and enquiries must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

32. If the Contract is an off the plan contract:
- (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.
 - (d) Has any developer provided to the Secretary of the Department of Customer Services an expected *completion notice under the Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) in relation to the Property? If so, when was it made?
 - (e) The vendor should provide an occupation certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all buildings or structures on the Property.

~~DRAFT ANSWERS TO RESIDENTIAL REQUISITIONS ON TITLE 2023~~

1. Noted;
2. We are instructed no;
3. We are instructed no;
4. We are instructed no;
5. We are instructed no;
6. Noted;
7. Noted;
8. We are instructed no;
9. We are instructed no;
10. Noted;
11. We are instructed no;
12. Not applicable;
13. Noted;
14. We are instructed no;
15. a) Vendor is unaware;
b) Vendor is unaware;
c) We are instructed no;
d) We are instructed no;
e) Not applicable;
f) We are instructed no;
16. a) As to Vendor we are instructed no;
b) Vendor is unaware;
17. Not applicable;
18. a) Purchaser equally with adjoining co-owners;
b) We are instructed no;
c) Not applicable;
d) Vendor is unaware;
e) We are instructed no;
19. Vendor is unaware;
20. Vendor is unaware;
21. We are instructed no;
22. Vendor is unaware;
23. a) We are instructed yes;
b) Vendor is unaware;
c) Vendor is unaware;
24. We are instructed no;
25. Not Applicable;
26. Noted;
27. Not applicable;
28. Noted;
29. Noted;
30. This alleged right is not admitted;
31. Noted;
32. Not applicable;



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 3011/1256936

SEARCH DATE	TIME	EDITION NO	DATE
20/6/2025	2:45 PM	3	11/3/2022

LAND

LOT 3011 IN DEPOSITED PLAN 1256936
AT BOLWARRA
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF MIDDLEHOPE COUNTY OF DURHAM
TITLE DIAGRAM DP1256936

FIRST SCHEDULE

AS JOINT TENANTS

(T AR954953)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1116838 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (3) IN THE S.88B INSTRUMENT
- 3 DP1234711 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (3) IN THE S.88B INSTRUMENT
- 4 DP1256936 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 5 DP1256936 POSITIVE COVENANT

NOTATIONS

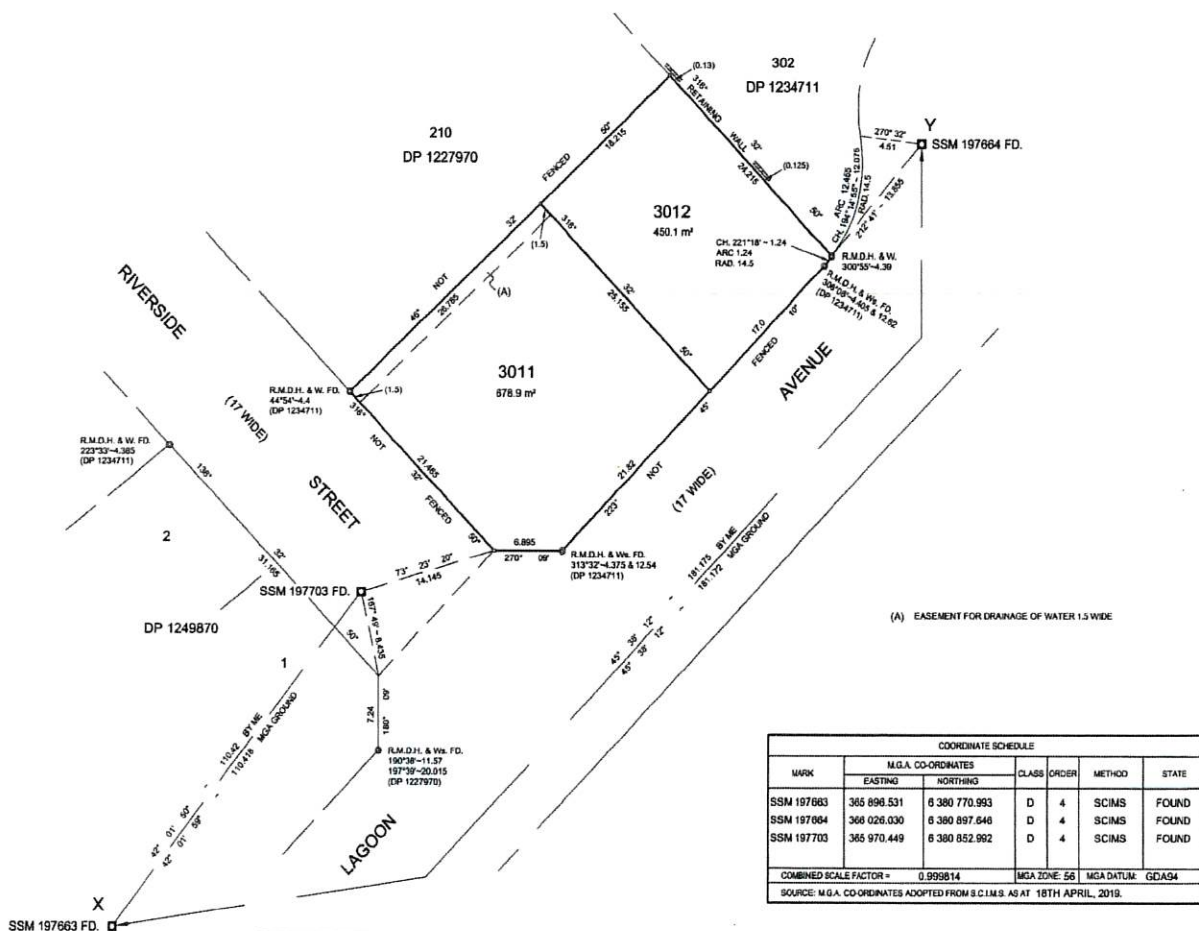
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

20324...

PRINTED ON 20/6/2025

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



COORDINATE SCHEDULE						
MARK	M.G.A. CO-ORDINATES		CLASS	ORDER	METHOD	STATE
	EASTING	NORTHING				
SSM 197683	365 896 531	6 380 770.993	D	4	SCIMS	FOUND
SSM 197664	366 026.030	6 380 897.646	D	4	SCIMS	FOUND
SSM 197703	365 970.449	6 380 852.962	D	4	SCIMS	FOUND

COMBINED SCALE FACTOR = 0.999814

SOURCE: M.G.A. CO-ORDINATES ADAPTED FROM S.C.I.M.S. AS AT 18TH APRIL, 2019.

Surveyor: ANDREW MARK SCOTT
NATHANIEL SCOTT PTY LTD
44 Cammerford Street / P.O. Box 165, Glenwood, 2325
Tel: (02) 4962 1711 Email: info@nathanscott.com.au
Date of Survey: 18TH APRIL, 2019
Surveyor's Ref: 22131




PLAN OF SUBDIVISION
OF LOT 301, DP 1234711

LGA: MAITLAND
Locality: BOLWARRA
Subdivision No: 180573
Lengths are in metres. Rectangles

Registered

 18/09/2019


DP1256936

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheet(s)	
Registered:  18/09/2019 Title System: TORRENS		Office Use Only		Office Use Only	
PLAN OF SUBDIVISION OF LOT 301 DP1234711		LGA: MAITLAND Locality: BOLWARRA Parish: MIDDLEHOPE County: DURHAM			
Survey Certificate I, ANDREW MARK SCOTT of MARSHALL SCOTT PTY LTD PO BOX 165 CESSNOCK 2325 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 18 APRIL 2019. *(b) The part of the land shown in the plan (*being/*excluding**) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: X-Y Type: *Urban/*Rural The terrain is *Level-Undulating/*Steep-Mountainous. Signature:  Dated: 13-6-19 Surveyor Identification No: 1970 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:			
Plans used in the preparation of survey/compilation. DP1227070 DP1234711		Subdivision Certificate I, LEANNE HARRIS *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: Maitland City Council Date of endorsement: 13.6.19 Subdivision Certificate number: 180573 File number: DA18 0573 *Strike through if inapplicable.			
Surveyor's Reference: 22131		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Office Use Only		Office Use Only	
Registered:  18/09/2019		<h1>DP1256936</h1>	
PLAN OF SUBDIVISION OF LOT 301 DP1234711			
Subdivision Certificate number: 180573		<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 2017• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals- see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
Date of Endorsement: 13.6.18			

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
3011	19	RIVERSIDE	STREET	BOLWARRA
3012	1	LAGOON	AVENUE	BOLWARRA

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

1. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.
2. POSITIVE COVENANT.

R. Stepten

If space is insufficient use additional annexure sheet

Surveyor's Reference: 22131

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

(Sheet 1 of 3 sheets)

Plan: **DP1256936**

Plan of Subdivision of Lot 301 DP1234711
Covered by Subdivision Certificate No. **180573**

Full name and address
of proprietor of Land:

Renate Christine STEPHENSON
19 Fletcher Street
NULKABA NSW 2325

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement For Drainage Of Water 1.5 Wide	3011	3012
2.	Positive Covenant	3011	Maitland City Council

1

(Sheet 2 of 3 sheets)

Plan: **DP1256936**

Plan of Subdivision of Lot 301 DP1234711
Covered by Subdivision Certificate No. **180573**

Part 2 (Terms)

1. Terms of Easement For Drainage Of Water 1.5 Wide firstly referred to in the plan:

1. The owner of the lot benefited may:
 - (a) drain water from any natural source through each lot burdened, but only within the site of this easement, and
 - (b) do anything reasonably necessary for that purpose, including:
 - entering the lot burdened, and
 - taking anything on to the lot burdened, and
 - using any existing line of pipes, and
 - carrying out work, such as constructing, placing, repairing or maintaining pipes, channels, ditches and equipment.
2. In exercising those powers, the body having the benefit of this easement must:
 - (a) ensure all work is done properly, and
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
 - (d) restore the lot burdened as nearly as is practicable to its former condition, and
 - (e) make good any collateral damage.

Name of party whose consent is required to release, vary or modify the terms of easement firstly referred to in the plan: The Owners of the lots burdened and benefited, only with the consent of Maitland City Council.

2. Terms of Positive Covenant secondly referred to in the plan:

The owner of the burdened lot may erect structures with the approval of Maitland City Council, such as retaining walls, overhanging eaves and gutters that encroach upon the Easement for Drainage of Water denoted (A), provided such structures do not interfere with any stormwater drainage lines or pits.

A

(Sheet 3 of 3 sheets)

Plan: **DP1256936**

Plan of Subdivision of Lot 301 DP1234711
Covered by Subdivision Certificate No. **180573**

Signed in my presence by
Renate Christine STEPHENSON
who is personally known to me

R. Stephenson
.....
Registered Proprietor

Signature of witness: *HHH*
.....

Name of witness (print): *ANDREW MARK SCOTT*
.....

Address of Witness: *44 CUMBERLAND ST, CROOKHACK NSW*
.....

Signed on behalf of Maitland City Council by its authorised
delegate pursuant to s.377 Local Government Act 1993:

Leanne Harris
.....
Signature of delegate

LEANNE HARRIS
.....
Name of delegate

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

Signature of witness: *K. Schroder*
.....

Name of witness (print): **KAREN SCHRODER**
.....

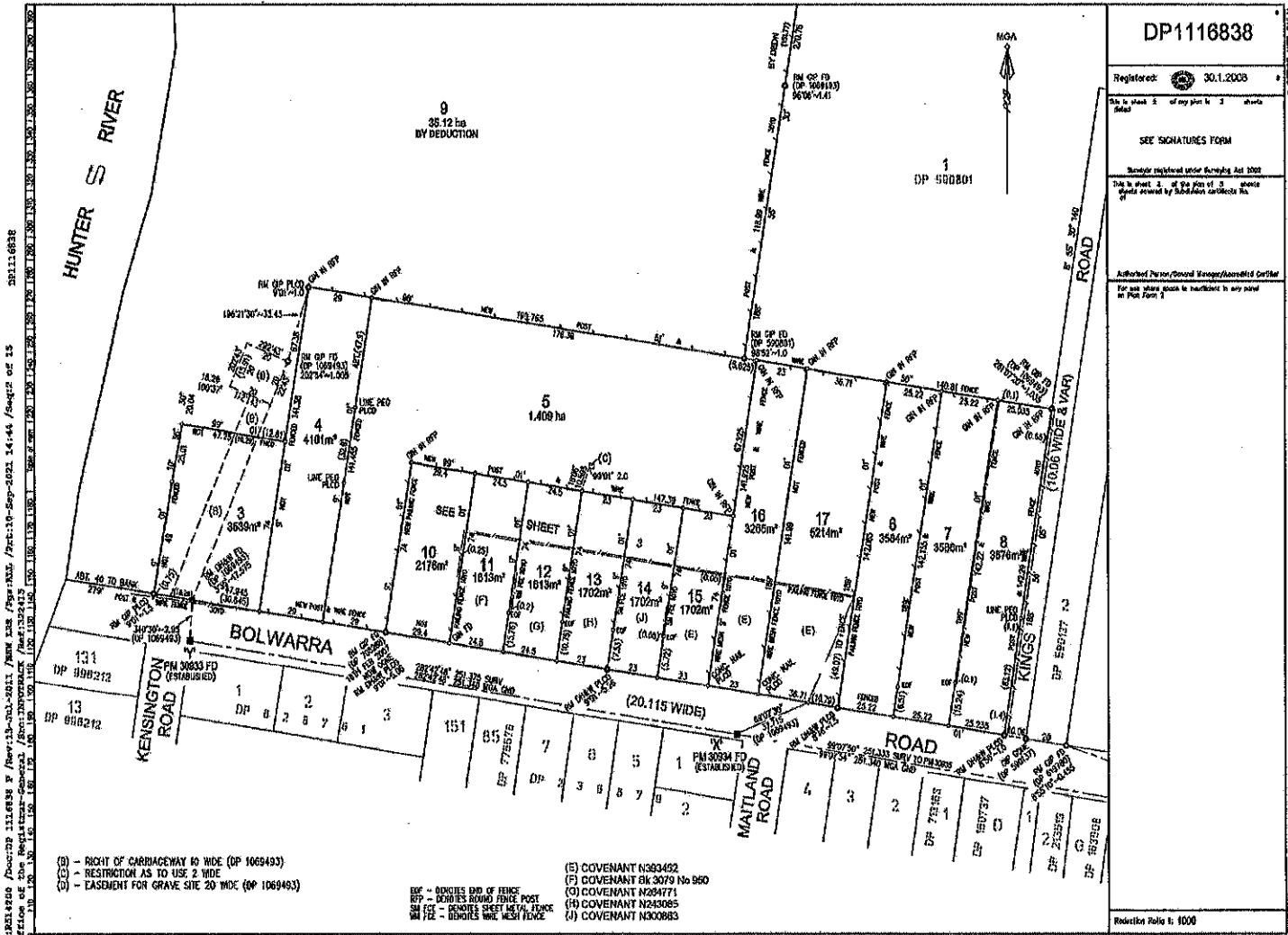
Address of Witness: **285 HIGH STREET MAITLAND**
.....

REGISTERED



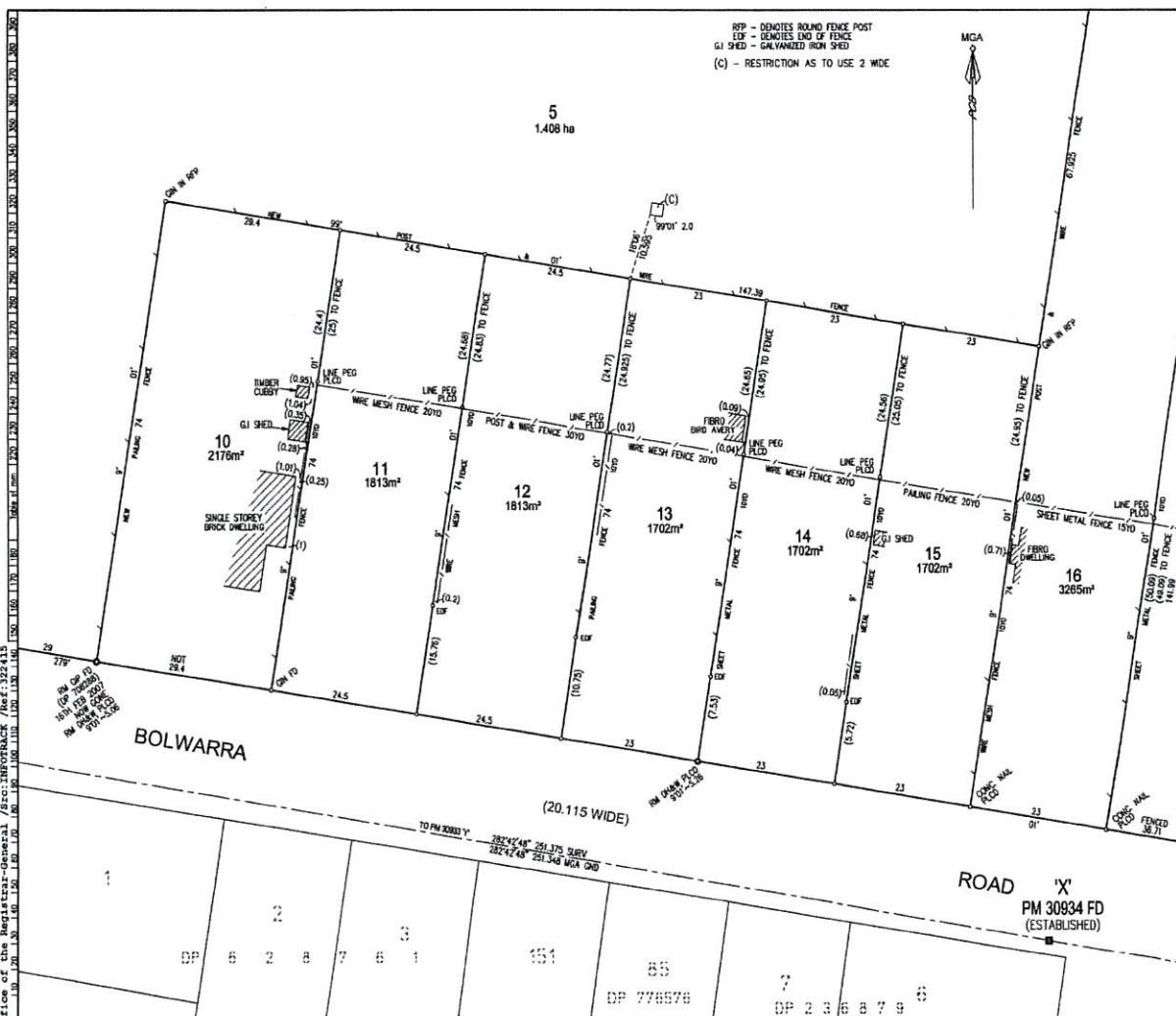
18/09/2019

1



DP1116838

DP1116838 P / Rev 13-Jul-2011 / HWS EAS / Pgs ALL / Pct:10-Sep-2021 14:44 / Seq:3 of 15



DP1116838

Registered: 30.1.2008

This is sheet 3 of the plan in 3 sheets

SEE SIGNATURES FORM

Surveyor registered under Surveying Act 2002

This is sheet 3 of the plan in 3 sheets

Surveyor registered under Surveying Act 2002

Authorized Person/General Manager/Accredited Officer

For use where space is insufficient in any panel on Plan Form 2

OFFICE USE ONLY

PLAN FORM 6

ePlan

CERTIFICATES, SIGNATURES AND SEALS

Sheet 1 of 1 sheet(s)

Plan of subdivision of Lot 1 DP818076, Lot 621 DP708288, Lot 1 DP243756, Lot 2 DP243756, Lot 3 DP243756, Lot 4 DP243756, Lot 5 DP243756, Lot 6 DP243756, Lot 2 DP818076 and positive covenant within Lot 1 DP590804

DP1116838

Registered:



30.1.2008

Surveying Regulation, 2001

I, BRETT DOUGLAS KITTEL
of PULVER COOPER & BLACKLEY
98 LAWES STREET, EAST MAITLAND 2323
a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on: 05/03/2007.....

The survey relates to LOTS 3-8 & LOTS 10-17.....

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature *Brett Douglas Kittel* Dated: 05/03/07
Surveyor registered under the *Surveying Act, 2002*

Datum Line: X-Y.....
Type: Urban/Rural

Crown Lands NSW/Western Lands Office Approval

I.....In approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature.....
Date.....
File Number.....
Office.....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed.....SUBDIVISION..... set out herein
(Insert 'subdivision' or 'new road')



* Authorised Person/General Manager/Accredited Certifier

Consent Authority: MAITLAND CITY COUNCIL.....

Date of Endorsement: 20.4.07.....

Accreditation no: 051619.....

Subdivision Certificate no: 051619.....

File no: DA 05-1619.....

* Delete whichever is inapplicable.

SIGNATURES, SEALS and STATEMENTS of Intention to dedicate public roads or to create public reserves and drainage reserves.

Use PLAN FORM 6A for additional certificates, signatures and seals

SURVEYOR'S REFERENCE: 04/183

* OFFICE USE ONLY

CERTIFICATES, SIGNATURES AND SEALS

Sheet 2 of 11 sheet(s)

Plan of subdivision of Lot 1 DP818076, Lot 621 DP708288. Lot 1 DP243756, Lot 2 DP243756, Lot 3 DP243756, Lot 4 DP243756, Lot 5 DP243756, Lot 6 DP243756, Lot 2 DP818076 and ~~positive covenant within Lot 1 DP590801~~

DP1116838

Registered:



30.1.2008

Subdivision Certificate No: 051619

Date of Endorsement: 20.4.07

Handwritten signature

AVALON RURAL HOLDINGS PTY LTD



Mortgagee under Mortgage No. *AB 511 222*

Signed at Sydney this *3rd* day of *MAY* 2007 for National

Australia Bank Limited ABN 12 004 044 937

by *Lynette Irene Darby*

its duly appointed Attorney under Power of

Attorney No. 549 Book 3834

Manager

Witness/Bank Officer *U SMIN ABIAN*
255 George Street, Sydney NSW

NATIONAL AUSTRALIA BANK LIMITED

ePlan

CERTIFICATES, SIGNATURES AND SEALS

Sheet 3 of 14 sheet(s)
12

Plan of subdivision of Lot 1 DP818076, Lot 621
DP708288, Lot 1 DP243756, Lot 2 DP243756,
Lot 3 DP243756, Lot 4 DP243756, Lot 5
DP243756, Lot 6 DP243756, Lot 2 DP818076 and
~~positive covenant within Lot 1 DP590801~~

DP1116838

Registered:



30.1.2008

Subdivision Certificate No: 051619

Date of Endorsement: 20.04.07

L. Lawrence

LINDSAY DOUGLAS LAWRENCE

SIGNED on behalf of Newcastle Permanent
Building Society Limited ABN 96 087 651 992
By its Attorney under Power of Attorney
Registered Book 4390 Number 164

D. Bird

DANIELLE LOUISE BIRD - Attorney

Witness *amoloney*

Witness Name ANNETTE MOLONEY

307 King Street Newcastle West

NEWCASTLE PERMANENT BUILDING SOCIETY

SURVEYOR'S REFERENCE: 04/183

* OFFICE USE ONLY

CERTIFICATES, SIGNATURES AND SEALS

Sheet 4 of 14 sheet(s)

Plan of subdivision of Lot 1 DP818076, Lot 621
DP708288. Lot 1 DP243756, Lot 2 DP243756,
Lot 3 DP243756, Lot 4 DP243756, Lot 5
DP243756, Lot 6 DP243756, Lot 2 DP818076 and
~~positive covenant within Lot 1 DP590801~~

DP1116838

Registered:



30.1.2008

Subdivision Certificate No: 051619

Date of Endorsement: 20.4.07

Janet Fraser Thompson

JANET FRASER THOMPSON

*under Power of Attorney
dated 16 May 1997.
Book 1464 No 6259*

SURVEYOR'S REFERENCE: 04/183

* OFFICE USE ONLY

PLAN FORM 6A

ePlan

CERTIFICATES, SIGNATURES AND SEALS

Sheet 5 of 11 sheet(s)
12

Plan of subdivision of Lot 1 DP818076, Lot 621
DP708288, Lot 1 DP243756, Lot 2 DP243756,
Lot 3 DP243756, Lot 4 DP243756, Lot 5
DP243756, Lot 6 DP243756, Lot 2 DP818076 and
~~positive covenant within Lot 1 DP590801~~

DP1116838 *

Registered:



30.1.2008 *

Subdivision Certificate No: 051619

Date of Endorsement: 20.4.07


JOHN ROBERT ARCHIE SIPPE
PETER CHARLES SIPPE

SURVEYOR'S REFERENCE: 04/183

* OFFICE USE ONLY

ePlan

CERTIFICATES, SIGNATURES AND SEALS

Sheet 6 of 14 sheet(s)
v1

Plan of subdivision of Lot 1 DP818076, Lot 621 DP708288. Lot 1 DP243756, Lot 2 DP243756, Lot 3 DP243756, Lot 4 DP243756, Lot 5 DP243756, Lot 6 DP243756, Lot 2 DP818076 and ~~positive covenant within Lot 1 DP590801~~

DP1116838

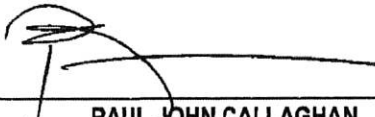
Registered:



30.1.2008

Subdivision Certificate No: 051619

Date of Endorsement: 20.4.07


PAUL JOHN CALLAGHAN


JULIE JANE CALLAGHAN

SURVEYOR'S REFERENCE: 04/183

* OFFICE USE ONLY

PLAN FORM 6A

ePlan

CERTIFICATES, SIGNATURES AND SEALS

Sheet 7 of 12 sheet(s)

Plan of subdivision of Lot 1 DP818076, Lot 621 DP708288, Lot 1 DP243756, Lot 2 DP243756, Lot 3 DP243756, Lot 4 DP243756, Lot 5 DP243756, Lot 6 DP243756, Lot 2 DP818076 and positive covenant within Lot 1 DP590801

DP1116838

Registered:



30.1.2008


Subdivision Certificate No: 051619

Date of Endorsement: 20.4.07


NEIL MACDONALD NEWMAN


ANN GERALDINE NEWMAN

Signed for and on behalf of
WESTPAC BANKING CORPORATION
ABN 33 007 457 141
by its Attorney:


Tiers Attorney
The Mortgage Centre

Power of Attorney registered at Land
and Property Information NSW
Book 4299 No. 332


I certify that the applicant, with whom I
am personally acquainted or as to whose
identity I am otherwise satisfied, signed
this application in my presence.

Signature of Witness:

Name of Witness:

Address of Witness:

Daytime telephone number of Witness:


Rachel James
25 Nelson St, LOCKLEY SA 5032
(08) 815 2112

WESTPAC BANKING CORPORATION

SURVEYOR'S REFERENCE: 04/183

* OFFICE USE ONLY

Office of the Registrar-General /Src:INFOTRACK /Ref:322415
PLAN FORM 6A

ePlan

CERTIFICATES, SIGNATURES AND SEALS

Sheet 8 of 12 sheet(s)

Plan of subdivision of Lot 1 DP818076, Lot 621 DP708288. Lot 1 DP243756, Lot 2 DP243756, Lot 3 DP243756, Lot 4 DP243756, Lot 5 DP243756, Lot 6 DP243756, Lot 2 DP818076 and ~~positive covenant within Lot 1 DP590801~~

DP1116838

Registered:



30.1.2008

Subdivision Certificate No: 051619

Date of Endorsement: 20.4.07

JOHN PERCIVAL ROSE

VICKI ELIZABETH ROSE

KELLY BAILEY

"SIGNED in my presence by the duly constituted Attornies, for and on behalf of GREATER BUILDING SOCIETY LTD. under Registered Book 4432 No. 86, who are personally known to me."

GREATER BUILDING SOCIETY LTD

SURVEYOR'S REFERENCE: 04/183

* OFFICE USE ONLY

PLAN FORM 6A

ePlan

CERTIFICATES, SIGNATURES AND SEALS

Sheet 9 of 11 sheet(s)

Plan of subdivision of Lot 1 DP818076, Lot 621 DP708288, Lot 1 DP243756, Lot 2 DP243756, Lot 3 DP243756, Lot 4 DP243756, Lot 5 DP243756, Lot 6 DP243756, Lot 2 DP818076 and positive covenant within Lot 1 DP590801

DP1116838

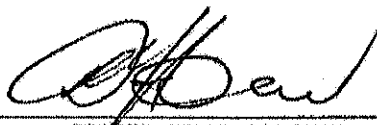
Registered:



30.1.2008

Subdivision Certificate No: 051619

Date of Endorsement: 20.4.07



DENNIS GEOFFREY FARR



PHYLLIS MAREE FARR

SURVEYOR'S REFERENCE: 04/183

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CERTIFICATES, SIGNATURES AND SEALS

Sheet 10 of 11 sheet(s)

Plan of subdivision of Lot 1 DP818076, Lot 621 DP708288. Lot 1 DP243756, Lot 2 DP243756, Lot 3 DP243756, Lot 4 DP243756, Lot 5 DP243756, Lot 6 DP243756, Lot 2 DP818076 and ~~positive covenant within Lot 1 DP590801~~

DP1116838

Registered:



30.1.2008

Subdivision Certificate No: 051619

Date of Endorsement: 20.4.07

ROGER KENDALL YOUNG

SALLY PRUDENCE YOUNG

St George Bank Limited ACN 055 513 070
By its Attorney under Power of Attorney
Registered Number 20 Book 4115

Attorney

Name: CHRIS SMITH
Position: SUPERVISOR

Who is personally known to me

Signature

Name of Witness: ALEX AFRICH

4-16 Montgomery Street Kogarah

ST. GEORGE BANK LIMITED

PLAN FORM 6A

ePlan

CERTIFICATES, SIGNATURES AND SEALS

Sheet 11 of 11 sheet(s)
12

Plan of subdivision of Lot 1 DP818076, Lot 621 DP708288, Lot 1 DP243756, Lot 2 DP243756, Lot 3 DP243756, Lot 4 DP243756, Lot 5 DP243756, Lot 6 DP243756, Lot 2 DP818076 and ~~positive covenant within Lot 1 DP590801~~

DP1116838

Registered:



30.1.2008

Subdivision Certificate No:

031619

Date of Endorsement:

20.4.07



MAITLAND CITY COUNCIL
Mr David Simm
Manager Development & Environment

MINDARIBBA LOCAL ABORIGINAL
LAND COUNCIL

SURVEYOR'S REFERENCE: 04/183

* OFFICE USE ONLY

CERTIFICATES, SIGNATURES AND SEALS

Sheet 11 of 11 sheet(s)
17 17

Plan of subdivision of Lot 1 DP818076, Lot 621
DP708288, Lot 1 DP243756, Lot 2 DP243756,
Lot 3 DP243756, Lot 4 DP243756, Lot 5
DP243756, Lot 6 DP243756, Lot 2 DP818076 and
positive covenant within Lot 1 DP590801

DP1116838

Registered:




30.1.2008

Subdivision Certificate No: 051619

Date of Endorsement: 20.4.07

MAITLAND CITY COUNCIL


**MINDARIBBA LOCAL ABORIGINAL
LAND COUNCIL**

SURVEYOR'S REFERENCE: 04/183

* OFFICE USE ONLY *

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

Page 1 of 14
15

LENGTHS ARE IN METRES

PLAN:

DP1116838

Plan of subdivision of Lot 1 DP818076,
Lot 621 DP708288. Lot 1 DP243756,
Lot 2 DP243756, Lot 3 DP243756, Lot
4 DP243756, Lot 5 DP243756, Lot 6
DP243756, Lot 2 DP818076 and
~~positive covenant within Lot 1--~~
~~DP590801~~ covered by Subdivision
Certificate No 051619 of 20.4.07

FULL NAME & ADDRESS OF
PROPRIETOR OF LAND
(Lot 1 DP590801, Lot 1 DP818076)

Avalon Rural Holdings Pty Ltd
1 Hartley Drive
THORNTON 2322

FULL NAME & ADDRESS OF
MORTGAGEE OF LAND
(Lot 1 DP590801, Lot 1 DP818076)

National Australia Bank Limited

FULL NAME & ADDRESS OF
PROPRIETOR OF LAND
(Lot 2 DP818076)

Lindsay Douglas Lawrence
55 Bolwarra Road
BOLWARRA 2320

FULL NAME & ADDRESS OF
MORTGAGEE OF LAND
(Lot 2 DP818076)

Newcastle Permanent Building
Society Limited

FULL NAME & ADDRESS OF
PROPRIETOR OF LAND
(Lot 1 DP243756)

Janet Fraser Thompson

FULL NAME & ADDRESS OF
PROPRIETOR OF LAND
(Lot 2 DP243756)

John Robert Archie Sippe
Peter Charles Sippe
210 Bruce Street
MEREWETHER 2291

FULL NAME & ADDRESS OF
PROPRIETOR OF LAND
(Lot 3 DP243756)

Paul John Callaghan
Julie Jane Callaghan
63 Bolwarra Road
BOLWARRA 2320

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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DP243756, Lot 2 DP818076 and
~~positive covenant within Lot 1~~
~~DP590801~~ covered by Subdivision
Certificate No 051619 of 20.4.07

FULL NAME & ADDRESS OF
PROPRIETOR OF LAND
(Lot 4 DP243756)

Neil MacDonald Newman
Ann Geraldine Newman
61 Bolwarra Road
BOLWARRA 2320

FULL NAME & ADDRESS OF
MORTGAGEE OF LAND
(Lot 4 DP243756)

Westpac Banking Corporation

FULL NAME & ADDRESS OF
PROPRIETOR OF LAND
(Lot 5 DP243756)

John Percival Rose
Vicki Elizabeth Rose
32 Bolwarra Road
BOLWARRA 2320

FULL NAME & ADDRESS OF
MORTGAGEE OF LAND
(Lot 5 DP243756)

Greater Building Society Limited

FULL NAME & ADDRESS OF
PROPRIETOR OF LAND
(Lot 6 DP243756)

Dennis Geoffrey Farr
Phyllis Maree Farr
57 Bolwarra Road
BOLWARRA 2320

FULL NAME & ADDRESS OF
PROPRIETOR OF LAND
(Lot 621 DP708288)

Roger Kendall Young
Sally Prudence Young
69 Bolwarra Road
BOLWARRA 2320

FULL NAME & ADDRESS OF
MORTGAGEE OF THE LAND
(Lot 621 DP708288)

St George Bank Limited

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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Page 3 of 15

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DP243756, Lot 2 DP818076 covered by
Subdivision Certificate No 051619 of
20.4.07

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)	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Restriction as to Use.	Lots 3 to 8 inclusive	Maitland City Council
2	Restriction As to Use 2 wide	5	Maitland City Council
3	Restriction as to Use	All lots	Maitland City Council

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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Page 4 of 15

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4 DP243756, Lot 5 DP243756, Lot 6
DP243756, Lot 2 DP818076 covered by
Subdivision Certificate No 051619 of
20.4.07

PART 2 (Terms)

1. Terms of Restrictions firstly referred to in the abovementioned plan:

No dwelling shall be constructed on the subject land unless the floor level of the dwelling has been constructed 500mm above the 1% AEP flood level of RL 14.3 AHD or at a level determined by Maitland City Council.

2. Terms of Restrictions Secondly referred to in the abovementioned Plan.

No excavation, construction or erection of buildings, improvements, or fencing is permitted within the area burdened. Maintenance of the surface through mowing and slashing is permitted provided that no sub surface disturbance occurs during these operations.

3. Terms of Restrictions Thirdly referred to in the abovementioned Plan.

No fencing shall be erected within a watercourse or floodway below the 1% AEP flood level of RL 14.3 or a level determined by Maitland City Council unless of post and wire construction.

Name of authority empowered to release, vary or modify the Restrictions firstly, secondly and thirdly referred to in the plan.

Maitland City Council

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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PLAN:

DP1116838

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DP243756, Lot 2 DP818076 and
~~positive covenant within Lot 1~~
DP590801 covered by Subdivision
Certificate No 051619 of 20.4.07

THE COMMON SEAL OF AVALON RURAL)
HOLDINGS PTY LTD ABN)
WAS HEREUNTO AFFIXED BY AUTHORITY)
OF THE BOARD IN THE PRESENCE OF:)



Handwritten signature

Handwritten signature
.....
DIRECTOR/SECRETARY

Mortgagee under Mortgage No. AB591222
Signed at Sydney this 3rd day of
MAY 2007 for National
Australia Bank Limited ABN 12 004 044 937
by Louise Irene DABBY
its duly appointed Attorney under Power of
Attorney No. 549 Book 3834

Handwritten signature
.....
Manager

Handwritten signature
.....
Witness/Bank Officer A. SMITH AB7AD
265 George Street, Sydney NSW

National Australia Bank Limited

SIGNED in my presence by)

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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Page 6 of 14
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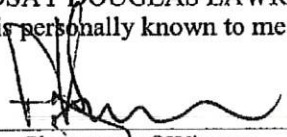
LENGTHS ARE IN METRES

PLAN:

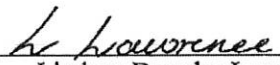
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DP243756, Lot 2 DP818076 and
~~positive covenant within Lot 1~~
~~DP590801~~ covered by Subdivision
Certificate No 051613 of 20.4.07

LINDSAY DOUGLAS LAWRENCE)
who is personally known to me:)



Signature of Witness

PETER HANDON
Name of Witness


Lindsay Douglas Lawrence

3 CORRAINE ST,
CHARLESTOWN NSW 2290,
Address of Witness

SIGNED on behalf of Newcastle Permanent
Building Society Limited ABN 95 087 651 992
By its Attorney under Power of Attorney
Registered Book 4390 Number 164


DANIELLE LOUISE BIRD - Attorney

Witness amoloney
Witness Name ANNETTE MOLONEY
307 King Street Newcastle West

Newcastle Permanent Building Society

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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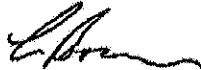
Page 7 of 14
15

PLAN:

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DP243756, Lot 2 DP818076 and
~~positive covenant within Lot 4~~
~~DP590801~~ covered by Subdivision
Certificate No 051613 of 20.4.07

SIGNED in my presence by)
JANET FRASER THOMPSON)
who is personally known to me:)



Signature of Witness

L Brown

Name of Witness

11 Lynwood Court

Peang Hui Q 4055

Address of Witness

Paul Charles Diffe
under POA dated 16 May 1997
Janet Fraser Thompson
Book 4464 No 259

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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~~positive covenant within Lot 1~~
~~DP590801~~ covered by Subdivision
Certificate No OS1619 of 20-4-07

SIGNED in my presence by)
JOHN ROBERT ARCHIE SIPPE)
who is personally known to me:)

Barbara Day
Signature of Witness

John Robert Archie Sippe
John Robert Archie Sippe

BARBARA DAY
Name of Witness

33 Woodside Ave

Fieldfield NSW 2070
Address of Witness

SIGNED in my presence by)
PETER CHARLES SIPPE)
who is personally known to me:)

L Brown
Signature of Witness

Peter Charles Sippe
Peter Charles Sippe

L Brown
Name of Witness

11 Lynwood Court

Ferry Hills NSW 4055
Address of Witness

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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DP243756, Lot 2 DP818076 and
~~positive covenant within Lot 1~~
~~DP590801~~ covered by Subdivision
Cert. of title No 051619 of 20-4-07

SIGNED in my presence by)
PAUL JOHN CALLAGHAN)
who is personally known to me:)


Signature of Witness

JOHN THOMAS CALLAGHAN
Name of Witness

37 NORFOLK STREET

ASHTONFIELD . NSW .

Address of Witness


Paul John Callaghan

SIGNED in my presence by)
JULIE JANE CALLAGHAN)
who is personally known to me:)

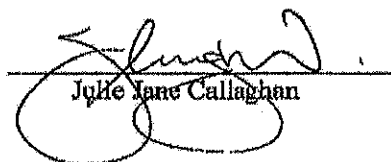

Signature of Witness

JOHN THOMAS CALLAGHAN
Name of Witness

37 NORFOLK STREET,

ASHTONFIELD . NSW .

Address of Witness


Julie Jane Callaghan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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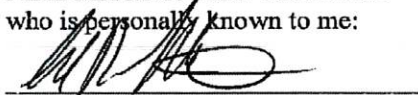
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~~positive covenant within Lot 1~~
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Certificate No OS1619 of 20-4-07

SIGNED in my presence by)
NEIL MACDONALD NEWMAN)
who is personally known to me:)



Signature of Witness



Neil MacDonald Newman

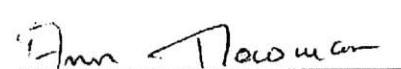
William Hunt
Name of Witness

235 Blotie at Blotie
Address of Witness

SIGNED in my presence by)
ANN GERALDINE NEWMAN)
who is personally known to me:)



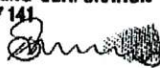
Signature of Witness



Ann Geraldine Newman

William Hunt
Name of Witness


235 Blotie at Blotie
Address of Witness

Signed for and on behalf of
WESTPAC BANKING CORPORATION
ABN 33 007 457 141
by its Attorney: 

Power of Attorney registered at Land
and Property Information NSW
Book 4299 No. 332

25 PERSON STREET
TIER 3 ATTORNEY
THE MORTGAGE CENTRE

I certify that the applicant, with whom I
am personally acquainted or as to whose
identity I am otherwise satisfied, signed
this application in my presence.

Signature of Witness: 

Name of Witness:

Address of Witness:

Mobile Telephone number of Witness: (08) 815 21128

Rachel James
25 PERSON STREET
TIER 3 ATTORNEY
THE MORTGAGE CENTRE

Westpac Banking Corporation

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Certificate No 051613 of 20.4.07

SIGNED in my presence by)
JOHN PERCIVAL ROSE)
who is personally known to me:)



Signature of Witness

KATY SUTTON

Name of Witness

16 MARGOT CLOSE

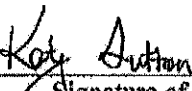
BOLWARRA HEIGHTS NSW 2320

Address of Witness



John Percival Rose

SIGNED in my presence by)
VICKI ELIZABETH ROSE)
who is personally known to me:)



Signature of Witness

KATY SUTTON

Name of Witness

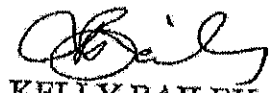
16 MARGOT CLOSE

BOLWARRA HEIGHTS NSW 2320

Address of Witness



Vicki Elizabeth Rose


KELLY BAILEY
"SIGNED in my presence by the duly
constituted Attornies, for and on
behalf of GREATER BUILDING
SOCIETY LTD. under Registered
Book 4432 No. 88, who are
personally known to me."


X
Greater Building Society Ltd

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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Certificate No 051619 of 20.4.07

SIGNED in my presence by)
DENNIS GEOFFREY FARR)
who is personally known to me:)



Signature of Witness

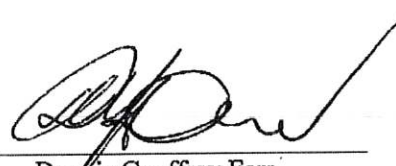
Allison Farr

Name of Witness

13 Sandalyn Ave

Thornton NSW 2322

Address of Witness



Dennis Geoffrey Farr

SIGNED in my presence by)
PHYLLIS MAREE FARR)
who is personally known to me:)



Signature of Witness

Allison Farr

Name of Witness

13 Sandalyn Ave

Thornton NSW 2322

Address of Witness



Phyllis Maree Farr

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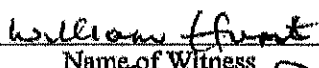
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positive covenant within Lot 1
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SIGNED in my presence by)
ROGER KENDALL YOUNG)
who is personally known to me:)



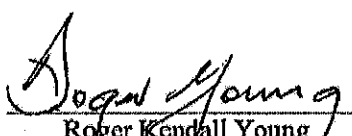
Signature of Witness



Name of Witness

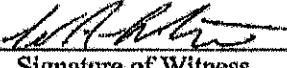


Address of Witness

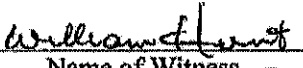


Roger Kendall Young

SIGNED in my presence by)
SALLY PRUDENCE YOUNG)
who is personally known to me:)



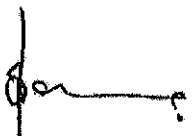
Signature of Witness



Name of Witness



Address of Witness



Sally Prudence Young

St George Bank Limited ACN 055 513 070
By its Attorney under Power of Attorney
Registered Number 20 Book 4115

Attorney

Name:


CHRIS SMITH
SUPERVISOR

Position:

Who is personally known to me

Signature

Name of Witness:


ALEX AFRICH

4-16 Mortgage Bank Limited

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

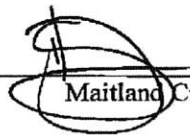
LENGTHS ARE IN METRES

Page 14 of 15

PLAN:

DP1116838

Plan of subdivision of Lot 1 DP818076,
Lot 621 DP708288. Lot 1 DP243756,
Lot 2 DP243756, Lot 3 DP243756, Lot
4 DP243756, Lot 5 DP243756, Lot 6
DP243756, Lot 2 DP818076 and
~~positive covenant within Lot 1~~
~~DP590801~~ covered by Subdivision
Certificate No 051619 of 20-4-07



Maitland City Council

Mr David Simm

Manager Development & Environment

Mindaribba Local Aboriginal Land Council



INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
INTENDED TO BE CREATED OR RELEASE AND OR RESTRICTONS ON THE USE OF
THE LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B CONVEYANCING ACT 1919

LENGTHS ARE IN METRES

Page 14 of 14
15 15

PLAN:

DP1116838

Plan of subdivision of Lot 1 DP818076,
Lot 621 DP708288. Lot 1 DP243756,
Lot 2 DP243756, Lot 3 DP243756, Lot
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~~positive covenant within Lot 1~~
~~DP590801~~ covered by Subdivision
Certificate No. 051619 of 20.4.07

St. George Bank Limited

Maitland City Council


Mindaribba Local Aboriginal Land Council

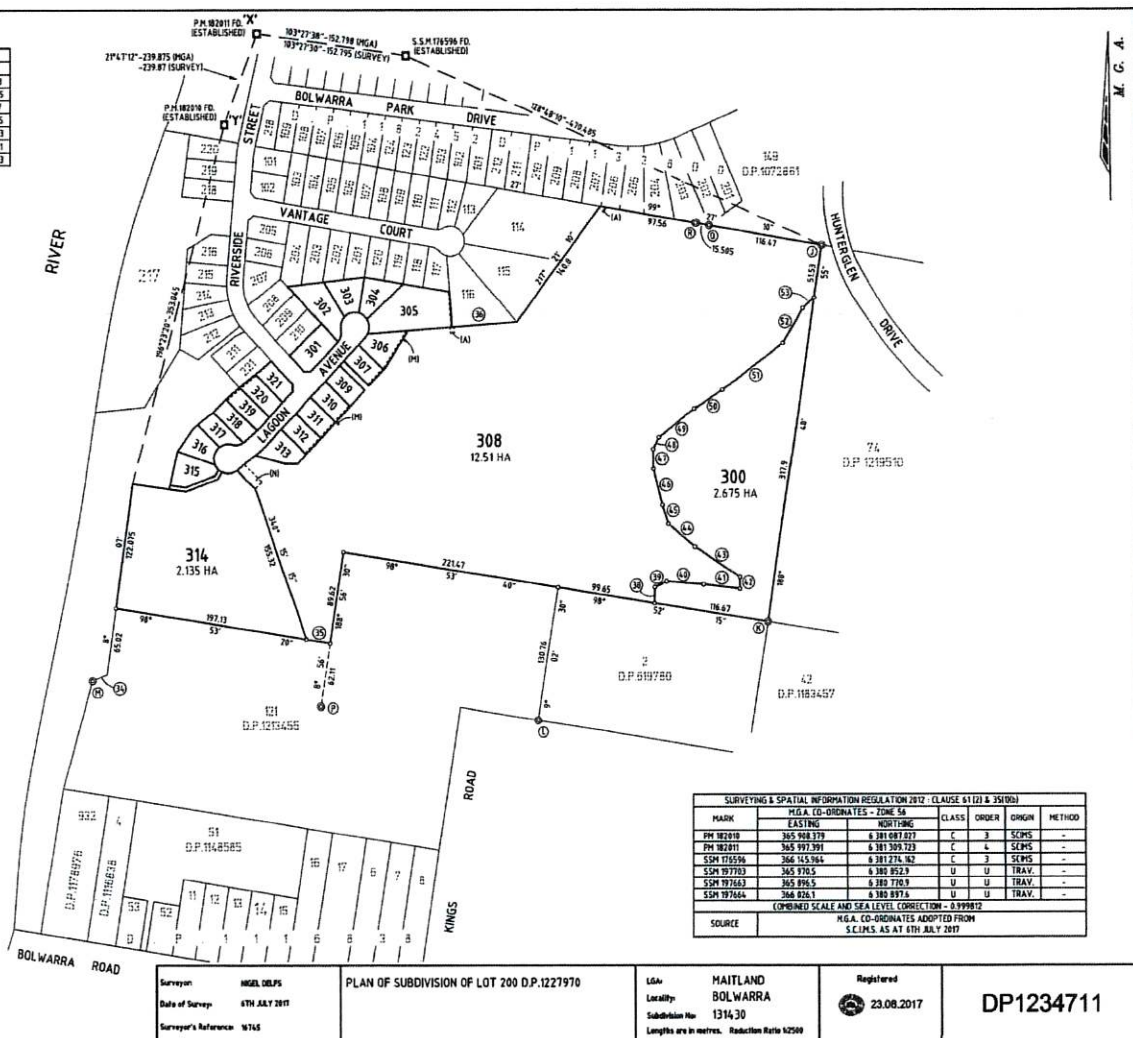
REGISTERED



30.1.2008

Reference Mark Schedule				
Ref	Type	Bearing	Distance	Origin
J	R.M.G.I.P. FD.	99°17'	1.215	D.P. 108288
K	R.M.G.I.P. FD.	1°05'	3.235	D.P. 1047905
L	R.M.G.I.P. FD.	8°02'	0.655	D.P. 590107
M	R.M.G.I.P. FD.	10°11'	16.275	D.P. 1213455
P	R.M.G.I.P. FD.	95°46'	1.1	D.P. 109493
Q	R.M.G.I.P. FD.	10°10'	2.795	D.P. 1072861
R	R.M.G.I.P. FD.	158°34'	2.375	D.P. 106463

Short Line Table		
Number	Bearing	Distance
34	67°22'50"	15.97
35	98°53'20"	23.56
36	265°43'10"	66.295
38	1°07'55"	15.565
39	64°54'54"	12.93
40	54°10'05"	37.805
41	96°20'45"	37.045
42	1°10'	11.055
43	127°57'50"	54.84
44	300°20'25"	25.445
45	342°02'30"	18.875
46	345°57'	36.85
47	35°08'	19.39
48	26°53'	12.79
49	52°12'40"	45.79
50	57°53'30"	33.75
51	53°48'10"	77.055
52	30°36'35"	39.54
53	50°30'30"	15.045



SURVEYING & SPATIAL INFORMATION REGULATION 2012 (CLAUSE 61(2) & 35(10))						
MARK	M.G.A. (D-ORIGINATES - ZONE 58)	CLASS	ORDER	ORIGIN	METHOD	
PM 102810	EASTING	1001596	C	3	SCMS	-
PM 102811	NORTHING	6 181 087 877	C	3	SCMS	-
SM 175596	366 145 964	6 181 276 167	C	3	SCMS	-
SM 177103	365 770.5	6 180 852.9	U	U	TRAV.	-
SM 177463	365 896.5	6 180 770.9	U	U	TRAV.	-
SM 177464	366 626.1	6 180 897.6	U	U	TRAV.	-
COMBINED SCALE AND SEA LEVEL CORRECTION - 0.999872						
M.G.A. (D-ORIGINATES ADOPTED FROM S.C.I.P.S. AS AT 6TH JULY 2017)						

(A) EASEMENT TO DRAIN WATER 15 & 3 WIDE (D.P. 1213455)
 (M) EASEMENT TO DRAIN WATER 15 WIDE
 (N) EASEMENT TO DRAIN WATER 10 WIDE

Surveyor: **NGEL DELPS**
 Date of Survey: **6TH JULY 2017**
 Surveyor's Reference: **W146**

PLAN OF SUBDIVISION OF LOT 200 D.P. 1227970


LGA: **MAITLAND**
 Locality: **BOLWARRA**
 Subdivision No: **131430**
 Lengths are in metres. Reduction Ratio 1/2500

Registered
23.08.2017

DP1234711

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

<p>Registered:  23.08.2017</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <p>Office Use Only</p> <p>DP1234711</p>
<p>PLAN OF SUBDIVISION OF LOT 200 D.P.1227970</p>	<p>LGA: MAITLAND</p> <p>Locality: BOLWARRA</p> <p>Parish: MIDDLEHOPE</p> <p>County: DURHAM</p>
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p>Survey Certificate</p> <p>NIGEL DELFS</p> <p>I, of Delfs Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on <u>6th July 2017</u></p> <p>*(b) The part of the land shown in the plan (*being* excluding A.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i></p>
<p>Subdivision Certificate</p> <p>I, <u>Leanne Harris</u></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: <u>Leanne Harris</u></p> <p>Accreditation number:</p> <p>Consent Authority: <u>Maitland City Council</u></p> <p>Date of endorsement: <u>4.8.17</u></p> <p>Subdivision Certificate number: <u>131430</u></p> <p>File number: <u>DA13 1430</u></p> <p>*Strike through if inapplicable</p>	<p>Signature: <u>[Signature]</u> Dated: <u>3/8/17</u></p> <p>Surveyor ID: <u>8232</u></p> <p>Datum Line: 'X' - 'Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level - Undulating / *Steep - Mountainous</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>Statements of intention to dedicate public roads, public reserves and drainage reserves</p> <p>IT IS INTENDED TO DEDICATE LAGOON AVENUE TO THE PUBLIC AS PUBLIC ROAD.</p>	<p>Plans used in the preparation of survey/compilation</p> <p>D.P.1213455</p> <p>D.P.1227970</p>
<p>IT IS INTENDED TO DEDICATE THE PATHWAY 4 WIDE TO THE PUBLIC.</p>	<p>If space is insufficient continue on PLAN FORM 6A</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference: 16745</p>

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered  23.08.2017

Office Use Only

Office Use Only

**PLAN OF SUBDIVISION OF LOT 200
D.P.1227970**

DP1234711

- 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.

Subdivision Certificate number : **131430**
Date of Endorsement : **4.8.17**

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. EASEMENT TO DRAIN WATER 10 WIDE
3. RESTRICTION ON THE USE OF LAND
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND

RELEASE:-

1. EASEMENT FOR PIPELINE 4 WIDE (D.P.1227970)

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
300	N/A	PANDANUS	CIRCUIT	BOLWARRA
301	1	LAGOON	AVENUE	BOLWARRA
302	2	LAGOON	AVENUE	BOLWARRA
303	3	LAGOON	AVENUE	BOLWARRA
304	4	LAGOON	AVENUE	BOLWARRA
305	5	LAGOON	AVENUE	BOLWARRA
306	6	LAGOON	AVENUE	BOLWARRA
307	7	LAGOON	AVENUE	BOLWARRA
308	8	LAGOON	AVENUE	BOLWARRA
309	9	LAGOON	AVENUE	BOLWARRA
310	10	LAGOON	AVENUE	BOLWARRA
311	11	LAGOON	AVENUE	BOLWARRA
312	12	LAGOON	AVENUE	BOLWARRA
313	13	LAGOON	AVENUE	BOLWARRA
314	17	LAGOON	AVENUE	BOLWARRA
315	20	LAGOON	AVENUE	BOLWARRA
316	21	LAGOON	AVENUE	BOLWARRA
317	22	LAGOON	AVENUE	BOLWARRA
318	23	LAGOON	AVENUE	BOLWARRA
319	24	LAGOON	AVENUE	BOLWARRA
320	25	LAGOON	AVENUE	BOLWARRA
321	26	LAGOON	AVENUE	BOLWARRA

If space is insufficient use additional annexure sheet


Surveyor's Reference: 16745

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Office Use Only		Office Use Only	
Registered  23.08.2017	DP1234711		
PLAN OF SUBDIVISION OF LOT 200 D.P.1227970		<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses See 60(c) SSI Regulation 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.	
Subdivision Certificate number : 131430 Date of Endorsement : 4.8.17			

EXECUTED by AVALON RURAL)
HOLDINGS PTY LIMITED)
(A.C.N. 002 294 911))
in accordance with Section 127 of)
the Corporations Act)



Name: GRAHAM ROBERT BURNS

Position: Director



Name: GEOFFREY WILLIAM OLSKA

Position: DIRECTOR

Executed by HUNTER WATER CORPORATION ABN 46 228 513 446
by its attorney
PETER JAMES KEMBREY



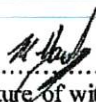
Pursuant to Power of Attorney Book 4695

No. 750

Signed in my presence by its Attorney
who is personally known to me.

MARK RAYMOND HICKOY

Name of witness (BLOCK LETTERS)



Signature of witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16745

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered  23.08.2017

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 200
D.P.1227970

DP1234711

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.

Subdivision Certificate number : 121430

Date of Endorsement : 4.8.17

WESTPAC BANKING CORPORATION

I certify that the Attorney for the Mortgagee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this.

in my presence.

Signature of Witness

Name of Witness

Address of Witness

Westpac Banking Corporation
ABN 33 007 457 141 hereby consents to the within

- * Linter Plan
- * Instrument
- * Lease
- * Deed

Signature

Name of Attorney
TIER THREE ATTORNEY
UNDER POWER OF ATTORNEY
BOOK 4299 NO 332
*Delete wh

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16475

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

LENGTHS ARE IN METRES

(Sheet 1 of 7 Sheets)

Plan: DP1234711

Plan of Subdivision of Lot 200
DP 1227970 covered by
Subdivision Certificate No: 13-1430

**Full name and address of
Proprietors of Land:**

Avalon Rural Holdings Pty Ltd
(ACN 002 294 911)
C/- 1 Hartley Drive, Thornton, NSW 2322

PART 1 (Creation)

Number of item shown in the intention panel on the plan.	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide	306 307 308 310 311 312 319 320	305, 307 & 308 308 305,306,307,309,310,311,312 & 313 309 309,310,312 & 313 313 318,320 & 321 321
2	Easement to Drain Water 10 wide	308	Maitland City Council
3	Restriction on the Use of Land	301 to 321 Inclusive	Every Other lot except 300
4	Restriction on the Use of Land	305 to 319 Inclusive	Maitland City Council
5	Restriction on the Use of Land	305 to 321 Inclusive	Maitland City Council

1

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

LENGTHS ARE IN METRES

(Sheet 2 of 7 Sheets)

Plan: **DP1234711**

Plan of Subdivision of Lot 200
DP 1227970 covered by
Subdivision Certificate No: 13-1430

Part 1A (to be Released)

Number of item shown in the intention panel on the Plan	Identity of easement profit a prendre, restriction or positive covenant to be released and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s) road(s), bodies or Prescribed Authorities:
1	Easement for Pipeline 4 Wide created by DP 1227970	Lot 200 DP 1227970	Hunter Water Corporation ABN 46 228 513 446

PART 2 (Terms)

1. Terms of Restriction on the Use of Land thirdly referred to in the abovementioned plan.

1. Definitions

"Avalon" means Avalon Rural Holdings Pty Ltd ACN 002 294 911.

"Principal Building" means a building that is the first building erected or permitted to remain on the Lot burdened which contains one or more residences.

2. No Principal Building 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 Principal Building is in aggregate (if more than one residence) equal to or greater than two hundred square metres.
3. No building including a Principal 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) Un-rendered, 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) Glass; or

P

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

LENGTHS ARE IN METRES

(Sheet 3 of 7 Sheets)

Plan: DP1234711

Plan of Subdivision of Lot 200
DP 1227970 covered by
Subdivision Certificate No: 13-1430

- 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 use 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) Painted Fibre-cement sheeting; or
 - vi) Timber; or
 - vii) Concrete; or
 - viii) Aluminium; or
 - ix) Such other materials, in such proportions, as may be approved by Avalon which approval may be given or withheld by Avalon in its absolute discretion;

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.
4. No building shall be erected on or permitted to remain on the Lot burdened having 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.
5. 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 the City 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 abut 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:
 - a) Brick;
 - b) Masonry;
 - c) Lapped and capped stained timber;
 - d) Lapped and capped pine impregnated with copper chrome arsenate (commonly known as treated pine);
 - e) Brushwood;
 - f) Chain wire;

Q

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

LENGTHS ARE IN METRES

(Sheet 4 of 7 Sheets)

Plan: DP1234711

Plan of Subdivision of Lot 200
DP 1227970 covered by
Subdivision Certificate No: 13-1430

- g) Cement rendered and painted brick or concrete blocks;
 - h) Bricks or concrete blocks coated with the product known as "Granotex" or "Granosite" or other similar product in the manner recommended by the Manufacturer;
 - i) Sheet metal that has been treated with the process commonly known as colourbonding or other similar factory pre-coated process, provided that the section of uninterrupted fence is no longer than fifty metres;
 - j) Open style post and wire rural standard fence (on any common boundary of a lot with a residential zone and a lot with an environmental zone).
6. No dividing fence shall be erected on the lot burdened unless it is erected without expense to Avalon, its successors and assigns other than the purchasers on sale.
7. 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 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.
8. No structure of a temporary nature of 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.
9. 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.
10. 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.
11. No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted or carried out on any lot burdened.
12. No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.
13. No advertisement hoarding sign or matter of any description shall be erected or displayed on any lot burdened, 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.
14. 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 building on the relevant lot burdened.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED PURSUANT TO
SECTION 89B OF THE CONVEYANCING ACT, 1919**

LENGTHS ARE IN METRES

(Sheet 5 of 7 Sheets)

Plan: DP1234711

Plan of Subdivision of Lot 200
DP 1227970 covered by
Subdivision Certificate No: 13-1430

15. 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.
16. 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 had 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.
17. 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.

2. Terms of Restriction on the Use of Land fourthly referred to in the abovementioned plan.

No fence shall be erected or permitted to remain erected on any common boundary of the Lots burdened where an R1 zoned lot shares a common boundary with an allotment with an environmental zone unless such fence is an open style post and wire rural standard fence.

3. Terms of Restriction on the Use of Land fifthly referred to in the abovementioned plan.

No dwelling shall be erected or permitted to remain erected on any of the lots burdened with a floor level less than 500mm above the 1% AEP flood event also described as the Flood Planning Level.

The Flood Planning Level for all of the lots burdened nominated by Council in DA 13-1430 and current at the time of registration of the plan is 14.39 metres Australian Height Datum.

1

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

LENGTHS ARE IN METRES

(Sheet 6 of 7 Sheets)

Plan: **DP1234711**

Plan of Subdivision of Lot 200
DP 1227970 covered by
Subdivision Certificate No: 13-1430

Name of the person/authority empowered to release, vary or modify easement, profit a prendre, restriction, or positive covenant numbered 1 in the abovementioned plan.

The registered proprietor of the lot benefited with the concurrence of Maitland City Council.

Name of the person/authority empowered to release, vary or modify easement, profit a prendre, restriction, or positive covenant numbered 3 in the abovementioned plan.

Avalon is the only party empowered to release vary or modify the restrictions on the use of land secondly referred to in the abovementioned plan whilst ever Avalon is a registered company (and is not under any external or internal insolvency actions) and 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 within 50 metres of the respective Lots burdened.

Maitland City Council by its authorised delegate pursuant to s.377 Local Government Act 1993

Signature of delegate



Name of delegate

LEANNE HARRIS

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

Signature of Witness



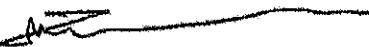
Name of Witness


KAREN SCHRODER

Address of Witness

285 HIGH STREET MAITLAND

EXECUTED by AVALON RURAL
HOLDINGS PTY LIMITED
(A.C.N. 002 294 911)
In accordance with Section 127 of the
Corporations Act


Director
GRAHAM ROBERT BURNS


Director
GREGORY WILLIAM OLSEN

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


LENGTHS ARE IN METRES

(Sheet 7 of 7 Sheets)

Plan: **DP1234711**

Plan of Subdivision of Lot 200
DP 1227970 covered by
Subdivision Certificate No: 13-1430

Executed by **HUNTER WATER CORPORATION** ABN 46 228 513 446
by its attorney **PETER JAMES KEMBREY**


Pursuant to Power of Attorney Book 4695 No. 750

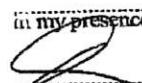
Signed in my presence by its Attorney
who is personally known to me.

MARK RAYMOND HICKEY
Name of witness (BLOCK LETTERS)


Signature of witness

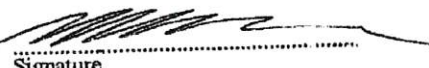
Westpac Banking Corporation

I certify that the Attorney for the
Mortgagee, with whom I am personally
acquainted or as to whose identity I am
otherwise satisfied, signed this.

in my presence.

Signature of Witness
Jon Kears
Name of Witness
27 Gould St Hamilton
Address of Witness

Westpac Banking Corporation
ABN 33 007 457 141 hereby consent
to the within

* Litch Plan * Lease
* Instrument * Deed


Signature
Geoff Henry
Name of Attorney
TIER THREE ATTORNEY
UNDER POWER OF ATTORNEY
BOOK 4299 NO 332
*Delete whichever not applicable.

REGISTERED



23.08.2017



Certificate No.: PC/2025/2189

Certificate Date: 20/06/2025

Fee Paid: \$69.00

Receipt No.:

Your Reference: 20324

SECTION 10.7 PLANNING CERTIFICATE

Environmental Planning and Assessment Act, 1979 as amended

APPLICANT:	Infotrack Pty Ltd ecertificates@infotrack.com.au
PROPERTY DESCRIPTION:	19 Riverside Street BOLWARRA NSW 2320
PARCEL NUMBER:	98146
LEGAL DESCRIPTION:	Lot 3011 DP 1256936

IMPORTANT: Please read this Certificate carefully.

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

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

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

SECTION 10.7(2)

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

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

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

State Environmental Planning Policies

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

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

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

Local Environmental Plan (LEP)

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

Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

Draft Environmental Planning Instruments and Draft Development Control Plans

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:

Planning Proposal for a Local Environmental Plan

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

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

The draft Maitland Development Control Plan 2025 is, or has been, on public exhibition under the Act and is applicable to the land.

Draft State Environmental Planning Policies

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

ITEM 2 – Zoning and land use under relevant planning instruments

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

Zone and Land Use Table from Local Environmental Plan

R1 General Residential

1 Objectives of zone

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

2 Permitted without Consent

Home occupations

3 Permitted with Consent

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

4 Prohibited

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

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

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

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

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

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

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

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

Is the land within a conservation area, however described?

The land IS NOT in a Heritage Conservation Area.

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

The land does NOT contain an item of Environmental Heritage.

Note: An item of environmental heritage, namely Aboriginal heritage, listed on the Aboriginal Heritage Information Management System (AHIMS), may be situated on the land. Contact the Department of Climate Change, Energy, the Environment and Water,

Environment and Heritage Division for further information.

ITEM 3 – Contribution plans

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

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

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

The land IS NOT in a special contributions area.

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

ITEM 4 – Complying Development

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) a restriction applies to the land, but it may not apply to all of the land,

- (b) and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.**

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

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

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

ITEM 5 – Exempt Development

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

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

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

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

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

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

ITEM 6 – Affected building notices and building product rectification orders

Whether the council is aware that –

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

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

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

ITEM 7 - Land Reserved for Acquisition

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

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

ITEM 8 – Road widening and road realignment

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

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

Note: This item relates to Council's road proposals only. Other authorities, including Transport for NSW may have road widening proposals.

ITEM 9 – Flood related development controls

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

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

The Maitland DCP 2011 identifies the flood planning level (FPL) as the level of a 1:100 ARI flood event plus 0.5m freeboard. The Maitland LEP 2011 does not provide a FPL measure. The probable maximum flood has the same meaning as the Flood Risk Management Manual.

Note in this section – **flood planning area** has the same meaning as in the Floodplain Development Manual. **Flood Risk Management Manual** means the Flood Risk Management Manual (ISBN 978-1-923076-17-4) published by the NSW Government in June 2023. **Probable maximum flood** has the same meaning as in Flood Risk Management Manual.

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

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

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

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

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

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

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

Note in this section –

adopted policy means a policy adopted –

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

ITEM – 11 Bush fire prone land

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

The land is NOT identified as being bushfire prone land.

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

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

ITEM – 12 Loose-fill asbestos insulation

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

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

ITEM – 13 Mine subsidence

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

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

ITEM – 14 Paper subdivision information

There is no development plan that applies to the:

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

ITEM – 15 Property vegetation plans

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

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

ITEM – 16 Biodiversity stewardship sites

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

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

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

ITEM 17 – Biodiversity certified land

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

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

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

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

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

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

ITEM 21 – Development consent conditions for seniors housing

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

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

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

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

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

proposed development on the land and, if there is a certificate –

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

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

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

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

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

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

ITEM 23 – Water or Sewerage services

If water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006, a statement to that effect.

Water and/or sewerage services are NOT, and are NOT planned to be, provided to the land under the Water Industry Competition Act 2006.

Note –

A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licenses necessary for the provision of water or sewerage services under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

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

Contaminated Land

- a) The land to which this certificate relates is NOT significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.
- b) The land to which this certificate relates is NOT subject to a management order within the meaning of the Contaminated Land Management Act 1997.
- c) The land to which this certificate relates is NOT the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.

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

Jeff Smith
General Manager



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

19 RIVERSIDE

BOLWARRA NSW

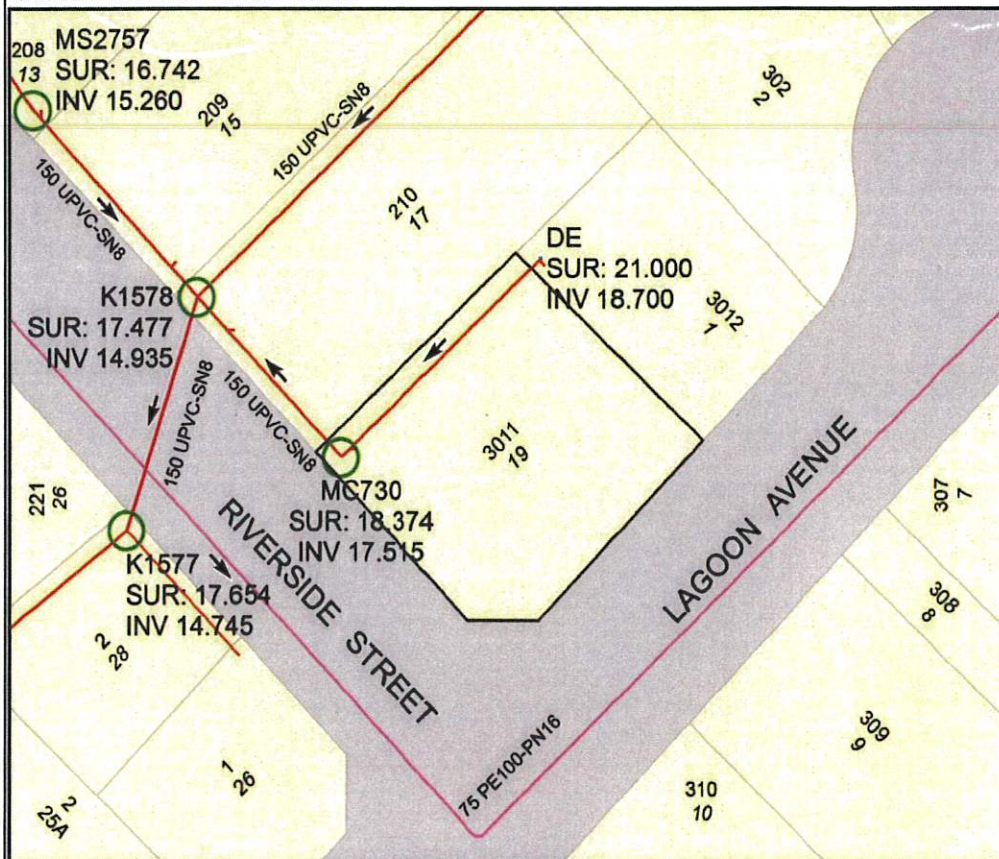
APPLICATION NO.: 1500937

APPLICANT REF: M 322415

RATEABLE PREMISE NO.: 0673669395

PROPERTY ADDRESS: 19 RIVERSIDE ST BOLWARRA 2320

LOT/SECTION/DP:SP: 3011//DP 1256936



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

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

IMPORTANT:

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

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

Date: 10/09/2021

Scale at A4: 1:500

CADASTRAL DATA © LPI OF NSW
CONTOUR DATA © AAM/Hatch
© Department of Planning

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

Certificate in respect of insurance for residential building work

Policy No: HBCF20010866

Policy Date: 09/03/2020

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

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period.
In respect of	New Single Dwelling Construction
Description of construction as advised by builder*	Construction of a New Single Storey Dwelling
At	
	19 Riverside Street
	Bolwarra Heights New South Wales 2320
Site plan number*	NA
Site plan type*	NA
Homeowner	
Carried out by	Mojo Homes Pty Limited
Licence number	269829C
Builder job number*	250307
Contract amount*	\$278,296.00
Contract date*	26/11/2019
Premium paid	\$1,850.66
Cost of additional products or services under contract	Nil - no additional services.
Price (including GST and Stamp Duty) <small>Note: The total price does not include any brokerage or other costs to arrange the insurance contract.</small>	\$2,218.95

*Additional Information

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

Certificate No: HBCF20010866

Issued on: 09/03/2020


Nathan Agius, General Manager, General Lines Underwriting
Signed on behalf of the insurer

icare HBCF

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

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

