

You can prepare your own version of pages 1 - 4 of this contract. Except as permitted under the Copyright Act 1968 (Cth) or consented to by the copyright owners (including by way of guidelines issued from time to time), no other part of this contract may be reproduced without the specific written permission of The Law Society of New South Wales and The Real Estate Institute of New South Wales.

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 152390571	NSW DAN:
vendor's agent	David Haggarty First National Real Estate 454 High Street MAITLAND NSW 2320		Phone: 02 4933 5544 Fax: 02 4933 1706 Ref:
co-agent			
vendor			
vendor's solicitor	Hunter Legal & Conveyancing Level 1, Suite 2 12 Elgin Street Maitland NSW 2320		Phone: 1300 224 828 Fax:
date for completion	35days after the contract date	(clause 15)	Email: sophie@hunterlegal.com.au
land	23 Ardenes Circuit Gillieston Heights NSW 2321		
(Address, plan details and title reference)	Lot 507 in Deposited Plan 1251686 507/1251686		
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space		
	<input type="checkbox"/> none <input checked="" type="checkbox"/> other: Dual-key		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered:		
	<input type="checkbox"/> other documents:		

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

inclusions	<input checked="" type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: water tank			
exclusions				
purchaser				
purchaser's solicitor			Phone:	
			Fax:	
			Ref:	
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 _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>	<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>

vendor agrees to accept a *deposit-bond*

NO yes

Nominated Electronic Lodgment Network (ELN) (clause 4)

PEXA

Manual transaction (clause 30)

NO yes

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

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

land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

Purchaser must make an *GSTRW payment*
(residential withholding payment)

NO yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – 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 number (if applicable):

Supplier's business address:

Supplier's representative:

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

HOLDER OF STRATA OR COMMUNITY 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
---	--

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another *party* or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply, in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7 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 of that direction.

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

32 Residential off the plan contract

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

23 ARDENNES CCT GILLIESTON HEIGHTS (2022)

1. Alterations to Printed Form

The vendor and the purchaser agree that the clauses of the printed form of Contract are amended as follows:

- a) Clause 14.2.1 and 14.2.2 shall be deleted.
- b) Clause 18 is amended by adding the following clause 18.8: "The purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property."
- c) Clause 23.9.1 shall be deleted.
- d) Clause 23.13 is amended and replaced with 'The purchaser must obtain a copy of the information certificate, section 109 or section 184 certificate under the Strata Schemes Management Act 2015 in relation to the property at least 7 days before completion and serve it on the vendor via email.'
- e) Clause 23.14 shall be deleted.

2. Claims by the Purchaser

Notwithstanding the provisions of Clauses 6 and 7 hereof the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of Clause 7 and 8 entitling the vendor to rescind this contract.

3. Reasonable Notice

- 3.1. It is expressly agreed between the parties hereto that in circumstances justifying the issue of a Notice to Complete and/or Notice to Perform, pursuant to clause 15, fourteen (14) days shall be deemed to be reasonable and sufficient notice for that purpose, notwithstanding the provisions of clause 21.1.
- 3.2. It is further agreed between the parties that in circumstances justifying the issue of a Notice to Complete and/or Notice to Perform by the Vendor, then in addition to the balance of the price, the purchaser shall pay to the vendor the sum of Four Hundred Dollars (\$400.00) exclusive of GST, as agreed reasonable legal expense incurred by the Vendor as a result of having to issue such Notice.
- 3.3. The purchaser's obligation to pay the sum referred to in clause 3.2 hereof is an essential term of this contract and shall in no way effect, abrogate, limit or inhibit the Vendor's right to take action for recovery of damages that may be suffered by the Vendor as a result of the Purchaser's breach of contract.

4. Liquidated Damages

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

5. Adjustment of Rates

Condition 14.2 of this agreement is hereby varied by the addition of the following sentence;
"The amount and figures for water consumption furnished by the relevant water rating authority, even if estimated or provisional, shall be conclusive for the purposes of the apportionment and adjustment of water consumption."

6. Incapacity of Party

If at any time prior to completion the Vendor or Purchaser (or any of them) dies or become mentally ill or being a company is wound up or go into liquidation, then either party may at any time thereafter rescind this agreement by notice in writing served on the other party and thereupon this Contract shall be at an end and the provisions of clause 19 hereof shall apply.

7. Condition of Property

The purchaser acknowledges to the vendor that:

- 7.1 The purchaser relies upon his own inspection and enquiries in relation to the property and not upon any warranties or representations made by or on behalf of the vendor (except as are expressly set out in this contract).
- 7.2 The purchaser is satisfied as to the approved and capable use and condition of the property.
- 7.3 The Purchaser acknowledges that the property (including its appurtenances if any) is sold in its present condition and state of repair and that he has satisfied himself by his own inspection and inquiries as to the state of repair condition and nature of the property and of any of improvements included with it and that unless otherwise contained in this contract no warranty representation or undertaking on the part of the Vendor in relation to such property and improvements has been made and no requisition or claim shall be made by the Purchaser in respect of such matters. The Purchaser shall not call upon the Vendor to do any work whatsoever in relation to the said property or any of its improvements.
- 7.4 The Purchaser will not make any requisition, raise any objection or claim any compensation in respect of the relationship of the property to the boundaries and the position of the fencing, if any, on the boundaries of the said land.
- 7.5 The Vendor shall not be responsible for any mechanical breakdown after the making of this Contract in respect of any inclusions.

8. Deposit

In the event:

- a) The Purchaser defaults in the observance of any obligations hereunder which is or the performance of which has become essential; and
- b) The Purchaser has paid a deposit of less than 10% of the purchase price; and
- c) The Vendor terminates this Agreement

Then the Vendor, as a consideration of accepting less than a 10% deposit, shall be entitled to recover from the Purchaser of the amount equal to 10% of the purchase price less the deposit paid as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any other remedies available to the vendor herein contained or implied notwithstanding any rule of Law or Equity to the contrary. This Clause shall not merge on termination of this Agreement.

9. Deposit Bond

The parties agree that in the event the Purchaser requests to use a Deposit Bond, a Deposit Bond will be accepted provided the Deposit Bond:

- a) is underwritten by **QBE Insurance (Australia) Ltd**;
- b) is for an amount equal to the 10% deposit or the balance of the 10% deposit in accordance with the Contract;
- c) must be valid for the period of the Contract;
- d) contains the name of the Vendor to whom the guaranteed amount is to be paid on demand;
- e) contains the name of the Purchaser and makes reference to the Contract and the sale of the property.

There are several agents who are able to provide a Deposit Bond on behalf of QBE Insurance (Australia) Ltd, including **Deposit Assure Pty Ltd** (www.depositassure.com.au).

10. Warranty as to Real Estate

The Purchaser warrants that he has not been introduced to the property by any Real Estate or Commissioned Agent other than the Vendors Agents (if any) and the Purchaser shall indemnify and save harmless the Vendor against any claims suits actions or demands for commission (including any costs or expenses of defending or compromising same) made or brought by any Real Estate or Commissioned Agents other than the Vendors agent (if any) arising from any such introduction in breach of this warranty and this clause shall not merge on completion date hereof. The Vendor warrants that there is no sole agency agreement in effect with any agent other than the Vendors Agents (if any).

11. Release of Deposit

The purchaser acknowledges that in the event the vendor wishes to enter into Contract for the purchase of another property the Vendor will require certain deposit moneys to enable exchange of Contracts to occur. The Purchaser hereby irrevocably authorizes the agent to release sufficient monies to enable the Vendor to exchange contracts for the purchase of such property as aforementioned provided such moneys so released are held in the trust account of a Licensed Real Estate Agent or Solicitor.

12. Requisitions on Title

The Requisitions on Title attached to this contract are taken to have been served on both parties upon exchange of contracts.

13. Limited Title

This condition is applicable if the title of the subject property is Torrens Title subject to a limitation pursuant to Section 28T(4) of the Real Property Act 1900, which relates to the boundaries of the land. The purchaser shall not make any requisition, objection or claim for compensation, nor have any right of rescission in respect of the limitation, nor shall the purchaser require the vendor to provide an abstract or prove prior old system title in relation thereto.

14. Electronic Signatures

- 14.1. This contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument
- 14.2. Execution by the parties of the contract by email or electronically via DocuSign (or equivalent encryption software) and transmission of the executed contract by either of those means shall constitute a valid and binding execution of this contract by such part or parties. For the purpose of the *Electronic Transaction Act 1999* (CTH) and *Electronic Transactions Act 2000* (NSW) each party consents to receiving and sending the contract electronically.
- 14.3. The purchaser acknowledges and agrees that an original 'ink' signed copy of the vendor's signed contract will not be provided.
- 14.4. The parties further agree that they shall not make any requisition, objection or claim (whether for compensation or not), nor claim any right to terminate or rescind this Contract or delay the completion of this Contract due to any matter disclosed in this Special Condition.

15. Error in Adjustment of Outgoings

Should any apportionment of outgoings required to be made under this contract, be overlooked or incorrectly calculated on completion, the vendor and the purchaser agree that, upon being so requested by the other party, that the correct calculation be made and paid to the party to whom it is payable by the party liable for the payment. This clause shall not merge on completion of this contract.

16. Mine Subsidence

The purchaser may rescind this agreement if the owner of the improvements on the land is not entitled, as at the date of this agreement, 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 purposes of this condition.

17. Deposit by Instalments under Cooling Off Period

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

- 17.1 0.25% of the agreed purchase price to be paid on or before the date of this Contract; and
- 17.2 9.75% of the agreed purchase price to be paid at any time before 5pm on the fifth (5th) business day after the date on which this Contract was made.

18. Sewer Diagram

- 18.1. The Vendor discloses, and the purchaser specifically acknowledges that the diagram annexed to the Contract may only disclose the sewer main and, as at the date of this Contract, this is the only diagram available for the property.
- 18.2. The parties acknowledge and agree that where the property is within the area serviced by Hunter Water Corporation (HWC). HWC does not make Sewer Lines Location Diagrams available in the ordinary course of administration. The purchaser agrees that they shall not make any requisition, objection or claim (whether for compensation or not), nor claim any right to terminate or rescind this Contract, or delay the completion of this Contract due to the matter disclosed in this Special Condition.
- 18.3. The Purchaser accepts this diagram and shall make their own inquiries in relation to the services and the diagram. The Purchaser agrees to not call upon the Vendor to supply

an updated diagram nor make any objection, requisition or claim, delay completion, rescind or terminate the Contract in respect of any matter disclosed in or arising from this clause.

19. Swimming Pool

- 19.1. The vendor does not warrant that any swimming pool (including any swimming pool fencing) on the property complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed under that Act or any other Act or Regulations relating to swimming pools all of which are referred to as the "Swimming Pool Legislation".
- 19.2. The purchaser shall not be entitled to make an objection, requisition or claim for compensation should it be established that the swimming pool and swimming pool fencing does not comply with the provisions of the Swimming Pool Legislation.
- 19.3. Clause 11.1 of the Contract is amended to the extent that it is the purchaser who shall comply with any Notice or Order made by the Local Council or other Statutory Authority relating to the swimming pool and swimming pool fencing whether or not such Notice was given or Order was made prior to or after the date hereof.

20. Tenancy

The purchaser acknowledges that if there is currently a tenant in the property and this Contract requires vacant possession of the property to be delivered to the purchaser, the vendor is required to give the tenant, in writing, 30 days' notice that the tenant is required to vacate the property ("the Notice"). The vendor agrees to cause the real estate agent to serve the Notice on the tenant. In the event the tenant does not vacate the property within the 30 day period specified in the Notice, the completion date is extended by a reasonable period of time to allow the vendor to deliver vacant possession of the property.

21. Caveat or Mortgage

The Purchaser shall not be entitled to require the Vendor prior to completion to register a Discharge of any Mortgage or Charge or Withdrawal of any Caveat affecting the subject land. If at the date of completion of this Contract there is noted on any Certificate of Title in respect of the property or any part thereof any Mortgage, Charge or Caveat, the Purchaser will accept a Discharge or Withdrawal thereof so far as the same relates to the property.

22. Extension(s) to Cooling Off Period and/or Subject to finance clause.

If a cooling-off period or subject to finance period applies to this Contract then on request for extension and each subsequent occasion that the purchaser requests an extension thereof and the request is granted by the vendor, the purchaser must on completion pay a further sum of \$220.00 inclusive of GST for the vendor's additional legal costs associated with dealing with the purchaser's request(s) for each extension granted. These fees are agreed by the parties to be a genuine and reasonable pre-estimate of the vendor's actual costs. The payment of this fee is an essential term of the completion of this Contract.

Should the Contract be rescinded then the above fees will fall payable immediately by the purchaser to the vendor's solicitor/conveyancer on demand in writing or the Notice of Rescission will be considered null and void and Contracts binding.

This is an essential term of the Contract.

23. Irrevocable Authority

Should the deposit payable under this Contract be held in trust by our office on behalf of the purchaser then the parties agree that the deposit funds held are to be loaded to the PEXA workspace and disbursed to the vendor on settlement.

No further authority is required from the purchaser for the abovementioned funds to be released on settlement.

24. Release of Deposit for Settlement

If the vendor (or any one of the vendors) requires the deposit or any part of it to complete a simultaneous purchase or to pay sale costs on the date for completion, the purchaser's representative agrees to authorise the deposit holder to transfer the deposit into the trust account of the vendor's representative for the vendors to use at completion.

25. GST

The purchaser warrants that the property will be used predominantly for residential accommodation. The purchaser will indemnify the vendor against any liability to pay GST arising from breach of this warranty. This right continues after completion.

26. Settlement Figures

The purchaser's representative must prepare and serve proposed settlement sheet with supporting certificates to the vendor's representative five (5) clear business days prior to the settlement date. If the proposed settlement sheet is provided less than five (5) clear business days prior to completion, the purchaser will allow the sum of \$200.00 plus GST to cover the vendor's representative's costs for late preparation of the Settlement Adjustment Sheet.

27. Company Guarantee & Indemnity

27.1. The provisions of this special condition 27 apply if the Purchaser is a corporation but ~~does not apply to a corporation listed on the Australian Stock Exchange. This special condition 27 is an essential term of this Contract~~

27.2. The word guarantor means each director of the Purchaser as at the date of this Contract.

27.3. If the guarantor has not signed where provided under this special condition 27, the Vendor may terminate this Contract by serving notice within fourteen (14) days after the date of this Contract.

27.4. Where the purchaser is a company, the officers or persons who sign this Contract on behalf of the company or who attests the Seal of the company on this Contract;

a) Jointly and separately guarantees all obligations of the purchaser under this Agreement including the payment of the purchase price and the performance of all the purchaser's obligations; and

b) Jointly and separately indemnifies the vendor in respect of any default of the purchaser under this Agreement.

27.5. This guarantee and indemnity is given by each guarantor as principal and is not discharged or released by any release or variation of this Agreement between the vendor and the purchaser.

27.6. The guarantor must pay to the Vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this special condition 27.

SIGNED IN MY PRESENCE BY
THE
GUARANTOR

.....
Signature of Guarantor

who is known to me:

.....
Signature of Witness

.....
Print Name of Witness

.....
Address of Witness

SIGNED IN MY PRESENCE BY
THE
GUARANTOR

.....
Signature of Guarantor

who is known to me:

.....
Signature of Witness

.....
Print Name of Witness

.....
Address of Witness

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. Please provide details of any bond together with the Rental Bond Board's reference number.
 - (e) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*).
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

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

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
- 16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
- 17. If a swimming pool is included in the property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 18.
 - (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

- 19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
- 20. Is the vendor aware of:
 - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
- 21. Has the vendor any notice or knowledge that the property is affected by the following:
 - (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
- 22.
 - (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the property?
- 23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

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

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.



FOLIO: 507/1251686

SEARCH DATE	TIME	EDITION NO	DATE
13/12/2024	10:33 AM	4	2/12/2021

LAND

LOT 507 IN DEPOSITED PLAN 1251686
AT GILLIESTON HEIGHTS
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF HEDDON COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1251686

FIRST SCHEDULE

AS JOINT TENANTS (T AP881010)

SECOND SCHEDULE (6 NOTIFICATIONS)

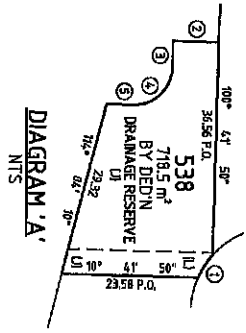
- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- DP1232443 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- DP1245051 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- DP1251686 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- DP1251686 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- AR678791 MORTGAGE TO BEYOND BANK AUSTRALIA LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

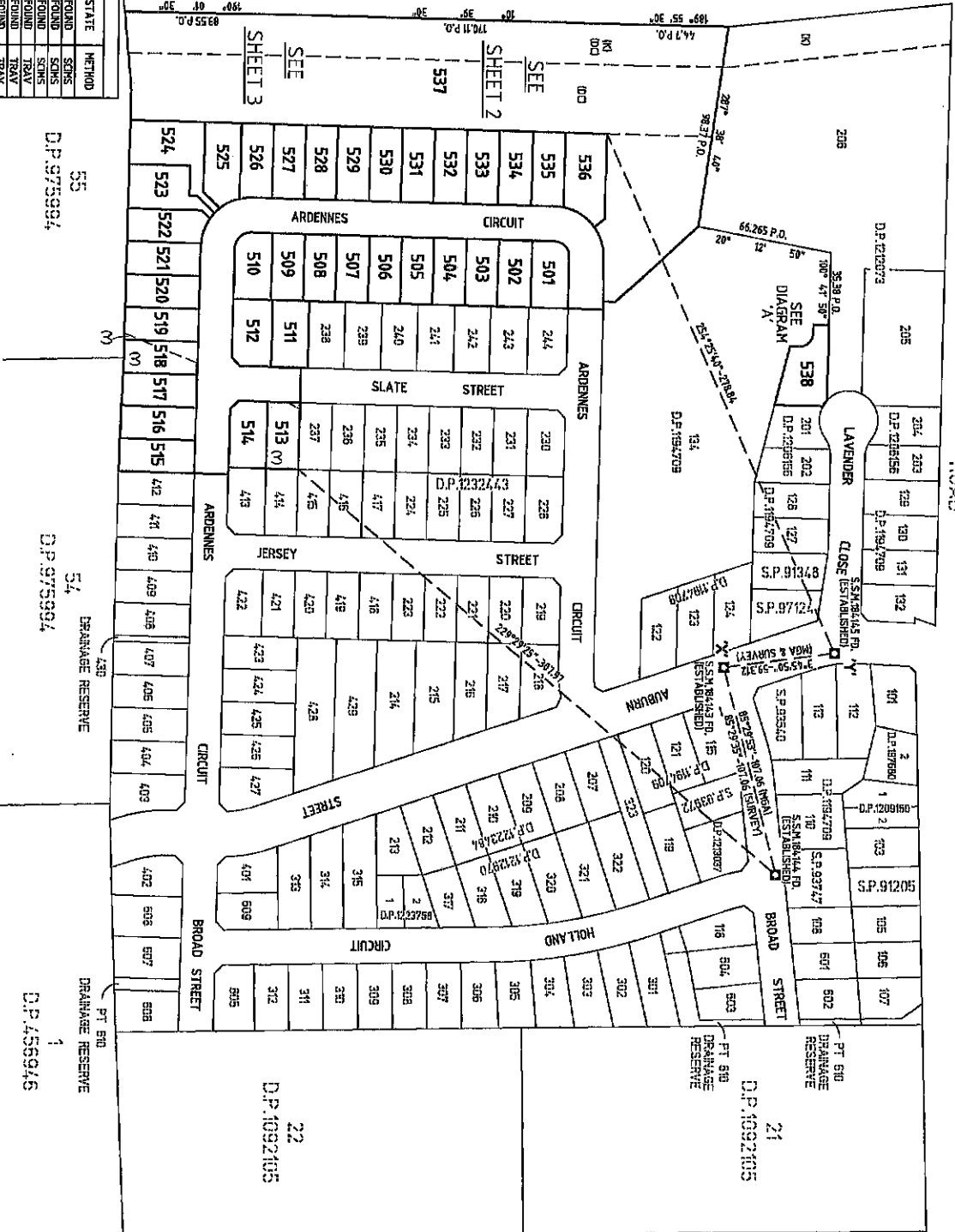
*** END OF SEARCH ***

Sheet Line & Arc Table (P.0)			
Number	Chord Bearing	Chord Distance	Arc Length
1	314°37'50"	3.375	3.385
2	506°42'50"	7.525	7.525
3	100°42'50"	4.2	4.2
4	145°16'20"	9.375	10.38
5	10°14'150"	4.925	6.5



D.P.999274

(U) EASEMENT FOR PUMP STATION VARIABLE WIDTH (D.P.1194549)
 (D) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 20 MDE (D.P.1194549)
 (D) EASEMENT FOR DRINKING WATER 1.5 M DE (D.P.1286958)
 (D) POSITIVE COVENANT VARIABLE WIDTH
 (V) EXCEPTING LAND & MINERAL S BELONG A DEPTH FROM
 THE SURFACE OF 16.24 METRES (EX 9699 NO 547)



COORDINATE SCHEDULE					
MARK	EASTING	NORTHING	CLASS	ORDER	STATE
SSN 184163	361 764.526	6 373 598.074	D	4	FOUND
SSN 184164	361 871.238	6 373 606.476	C	3	FOUND
SSN 184165	361 768.459	6 373 657.248	D	4	FOUND
SSN 197675	361 622.7	6 373 554.7	U	U	FOUND
SSN 197676	361 593.4	6 373 471.8	U	U	FOUND
SSN 208277	361 670.2	6 373 582.3	U	U	FOUND
SSN 208278	361 598.8	6 373 567.6	U	U	FOUND
SSN 208279	361 579	6 373 590.8	U	U	FOUND
SSN 208280	361 544.9	6 373 564.7	U	U	FOUND

D.P.975994

D.P.975994

D.P.456946

D.P.1092105

SURVEYOR
 Name: NICKI DEETS
 Date: 20TH NOVEMBER 2018
 Reference: 76020

PLAN OF SUBDIVISION LOT OF 4.00 IN D.P.1251684

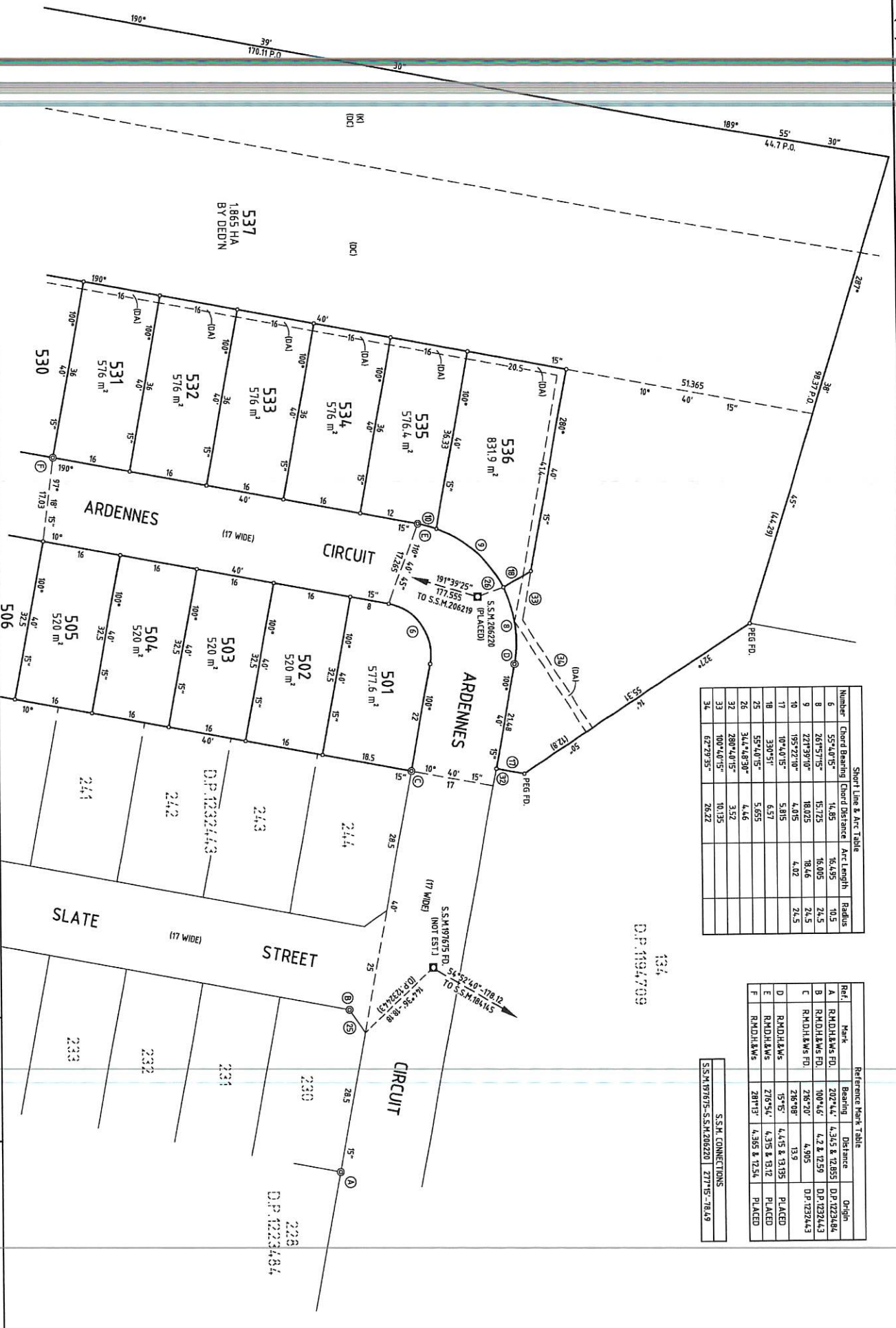
UDA
 Locality: GILLISTON HEIGHTS
 Production Ref: 5659
 Lengths are in millimetres.

REGISTERED
 25.03.2019

DP1251686



M.C.A.
(SCIMS)



Number	Chord Bearing	Chord Distance	Arc Length	Radius
6	55°40'15"	14.85	16.495	10.5
8	267°57'15"	15.725	16.005	24.5
9	227°39'10"	18.025	18.446	24.5
10	195°22'10"	4.035	4.02	24.5
11	107°40'15"	5.815	5.815	24.5
18	330°15"	6.57	6.57	24.5
25	55°40'15"	5.655	4.66	24.5
26	314°48'30"	4.66	4.66	24.5
27	289°40'15"	3.52	3.52	24.5
33	100°40'15"	10.135	10.135	24.5
34	62°29'35"	26.22	26.22	24.5

Ref.	Mark	Bearing	Distance	Origin
A	R.M.D.H.W.S. FD.	202°44'	4.345 & 0.895	D.P.1223484
B	R.M.D.H.W.S. FD.	100°44'	4.2 & 12.9	D.P.1223443
C	R.M.D.H.W.S. FD.	276°20'	4.995	D.P.1223443
D	R.M.D.H.W.S.	15°45'	4.415 & 8.135	PLACED
E	R.M.D.H.W.S.	276°54'	4.315 & 13.12	PLACED
F	R.M.D.H.W.S.	281°13'	4.385 & 12.54	PLACED

S.S.M. CONNECTIONS	
S.S.M.1976/75-S.S.M.206220	277°15'-18.49

(K) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 20 WIDE (D.P.1194543)
 (DA) EASEMENT TO DRAIN WATER FROM LOT 501
 (DD) POSITIVE COVENANT VARIATION (D.D.11)

SUBDIVISION	Name	Date	Reference
WHEEL DEFS	MIGEL DEFS	20TH NOVEMBER 2018	17620

PLAN OF SUBDIVISION OF LOT 4,000 IN D.P.1251684

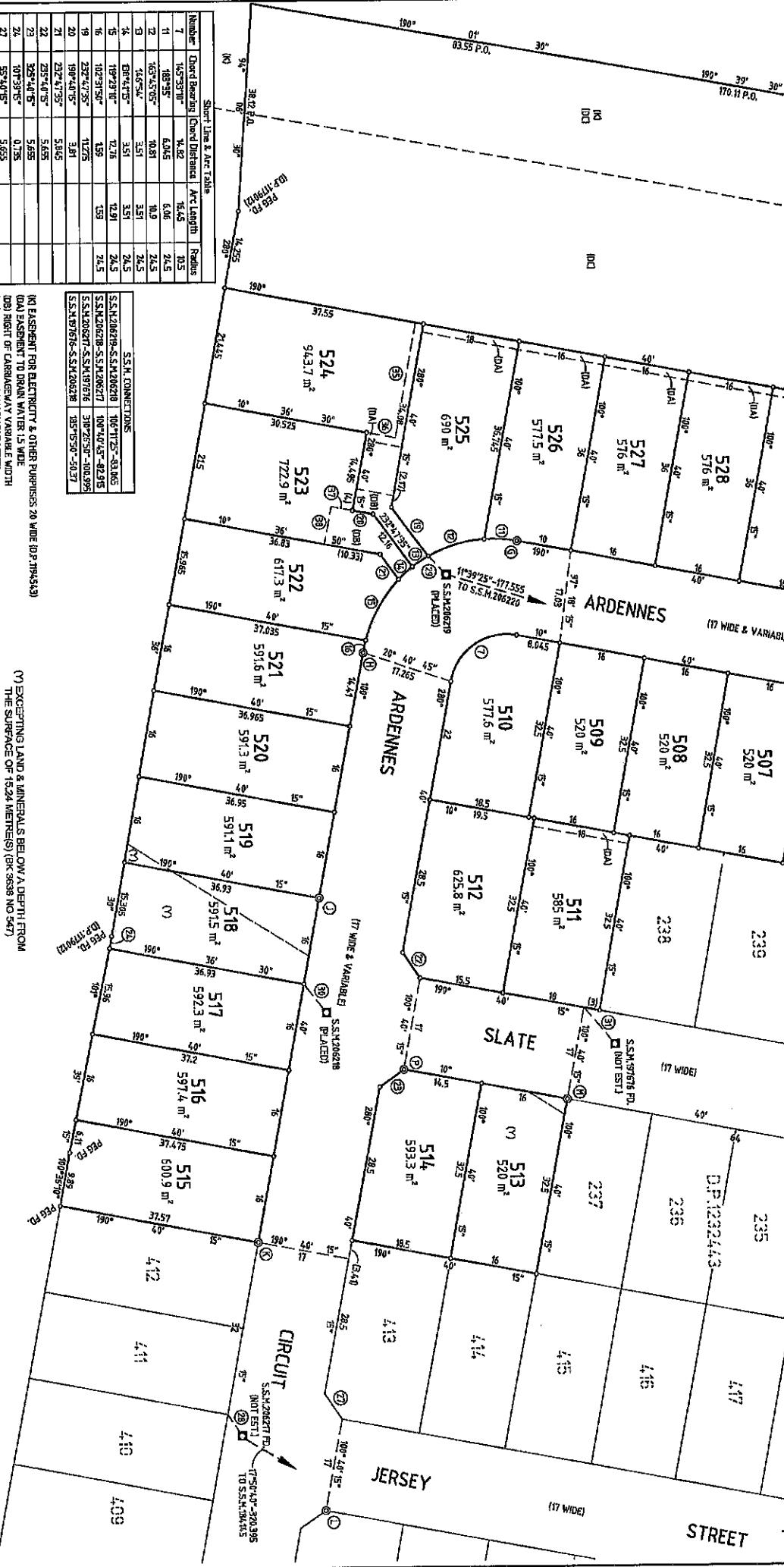
LGA	Locality	Reduction Ratio	Lengths are in metres.
MAITLAND	GILLESTON HEIGHTS	1:500	

REGISTERED 25.03.2019

DP1251686

TO 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

Ref	Mark	Bearing	Distance	Dr/Sign
F	RADIALS	281°12'	4.365 & 12.56	PLACED
G	RADIALS	289°51'	4.465 & 12.59	PLACED
H	RADIALS	297°02'	4.465 & 12.59	PLACED
I	RADIALS	304°53'	4.4 & 12.515	PLACED
J	RADIALS	312°44'	4.753 & 13.66	DP 1251684
K	RADIALS	320°35'	4.753 & 13.66	DP 1251684
L	RADIALS	328°26'	4.753 & 13.66	DP 1251684
M	RADIALS	336°17'	4.753 & 13.66	DP 1251684
N	RADIALS	344°08'	4.753 & 13.66	DP 1251684
P	RADIALS	351°59'	4.753 & 13.66	DP 1251684



Number	Chord Bearing	Chord Distance	Arc Length	Radius
7	145°33'11"	14.82	6.06	10.5
11	163°43'57"	6.045	10.81	24.5
12	163°43'57"	6.045	10.81	24.5
13	163°43'57"	6.045	10.81	24.5
14	163°43'57"	6.045	10.81	24.5
15	163°43'57"	6.045	10.81	24.5
16	163°43'57"	6.045	10.81	24.5
17	163°43'57"	6.045	10.81	24.5
18	163°43'57"	6.045	10.81	24.5
19	163°43'57"	6.045	10.81	24.5
20	163°43'57"	6.045	10.81	24.5
21	163°43'57"	6.045	10.81	24.5
22	163°43'57"	6.045	10.81	24.5
23	163°43'57"	6.045	10.81	24.5
24	163°43'57"	6.045	10.81	24.5
25	163°43'57"	6.045	10.81	24.5
26	163°43'57"	6.045	10.81	24.5
27	163°43'57"	6.045	10.81	24.5
28	163°43'57"	6.045	10.81	24.5
29	163°43'57"	6.045	10.81	24.5
30	163°43'57"	6.045	10.81	24.5
31	163°43'57"	6.045	10.81	24.5
32	163°43'57"	6.045	10.81	24.5
33	163°43'57"	6.045	10.81	24.5
34	163°43'57"	6.045	10.81	24.5
35	163°43'57"	6.045	10.81	24.5
36	163°43'57"	6.045	10.81	24.5

S.S.M. CONNECTIONS	100°17'25" - 83.045	100°17'25" - 83.045	100°17'25" - 83.045	100°17'25" - 83.045
S.S.M.206278-S.S.M.206278	100°17'25" - 83.045	100°17'25" - 83.045	100°17'25" - 83.045	100°17'25" - 83.045
S.S.M.206278-S.S.M.206277	100°17'25" - 83.045	100°17'25" - 83.045	100°17'25" - 83.045	100°17'25" - 83.045
S.S.M.206277-S.S.M.197676	310°25'50" - 100.975	310°25'50" - 100.975	310°25'50" - 100.975	310°25'50" - 100.975
S.S.M.197676-S.S.M.206278	185°15'50" - 50.37	185°15'50" - 50.37	185°15'50" - 50.37	185°15'50" - 50.37

(N) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 20 WIDE (D.P. 1194349)
 (O) EASEMENT TO DRAIN WATER 1.5 WIDE
 (D) RIGHT OF CARAVANWAY VARIABLE WIDTH
 (D) POSITIVE COVENANT VARIABLE WIDTH

(V) EXCEPTING LAND & MINERALS BELOW A DEPTH FROM THE SURFACE OF 15.24 METRES (50' 0" 0") (S.K. 9688 NO 547)

Number	Bearing	Distance
37	100°40'57"	1.01
38	100°40'57"	1.01



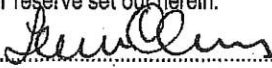
Surveyor	Name	Map No.
37	100°40'57"	29TH NOVEMBER 2018
38	100°40'57"	11829


PLAN OF SUBDIVISION OF LOT 400 IN D.P. 1251684


LIBA MAITLAND
 GILLESTON HEIGHTS
 Reduction Ratio 5000
 Lengths are in metres.

REGISTERED
 25.03.2019

DP1251686

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
Office Use Only	Office Use Only	
Registered:  25.03.2019	DP1251686	
Title System: TORRENS		
PLAN OF SUBDIVISION OF LOT 400 IN D.P. 1251684	LGA: MAITLAND Locality: GILLIESTON HEIGHTS Parish: HEDDON County: NORTHUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> <p style="text-align: center;">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 Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on, or</p> <p>*(b) The part of the land shown in the plan (*being* excluding * <u>Lot 538 and Part of Lot 537</u>) 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, <u>29/11/18</u>, the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</p> <p>Datum Line: 'X' - 'Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep Mountainous.</p> <p>Signature:  Dated: <u>17/12/19</u></p> <p>Surveyor Identification No: 8232</p> <p>Surveyor registered under the <i>Surveying and Spatial information Act 2002</i></p> <p><small>* Strike through if inapplicable. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	
<p style="text-align: center;">Subdivision Certificate</p> <p style="text-align: center;">LEANNE HARRIS</p> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number:</p> <p>Consent Authority: <u>Maitland City Council</u></p> <p>Date of endorsement: <u>28.2.19</u></p> <p>Subdivision Certificate number: <u>100791</u></p> <p>File number: <u>DA10 0791</u></p> <p><small>* Strike through if inapplicable</small></p>	<p>Plans used in the preparation of survey/compilation.</p> <p>D.P.1212970 D.P.1223484 D.P.1232443 D.P.1245051 D.P. 1179012 D.P. 1251684</p>	
<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE THE EXTENSION OF ARDENNES CIRCUIT & SLATE STREET TO THE PUBLIC AS PUBLIC ROAD.</p>	<p>Surveyor's Reference: 17620</p> <p style="text-align: center;">Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 4 sheet(s)
Registered:  25.03.2019	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 400 IN D.P.1251684	DP1251686	
Subdivision Certificate number :100791..... Date of Endorsement :28.2.19.....	<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.	
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:-</p> <ol style="list-style-type: none">1. EASEMENT TO DRAIN WATER 1.5 WIDE (DA)2. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DB)3. RESTRICTION ON THE USE OF LAND4. RESTRICTION ON THE USE OF LAND5. POSITIVE COVENANT VARIABLE WIDTH (DC) <p>RELEASE:-</p> <ol style="list-style-type: none">1. RIGHT OF ACCESS 17 WIDE (D.P.1232443) <p>IT IS INTENDED TO DEDICATE LOT 538 TO THE PUBLIC AS DRAINAGE RESERVE SUBJECT TO: EASEMENT FOR PUMP STATION VARIABLE WIDTH (D.P.1194709) EASEMENT TO DRAIN WATER 1.5 & 3 WIDE (D.P.1206156)</p>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 17620		

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 4 sheet(s)																																																																																																																																																												
Registered:  25.03.2019	Office Use Only	Office Use Only																																																																																																																																																												
PLAN OF SUBDIVISION OF LOT 400 IN D.P. 1251686		DP1251686																																																																																																																																																												
Subdivision Certificate number : 100791 Date of Endorsement : 28.2.19		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) 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. 																																																																																																																																																												
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:10%;">LOT</th> <th style="width:5%;">NO</th> <th style="width:40%;">STREET</th> <th style="width:45%;">SUBURB</th> </tr> </thead> <tbody> <tr><td>501</td><td>11</td><td>Ardennes Circuit</td><td>Gillieston Heights</td></tr> <tr><td>502</td><td>13</td><td>Ardennes Circuit</td><td>Gillieston Heights</td></tr> <tr><td>503</td><td>15</td><td>Ardennes Circuit</td><td>Gillieston Heights</td></tr> <tr><td>504</td><td>17</td><td>Ardennes Circuit</td><td>Gillieston Heights</td></tr> <tr><td>505</td><td>19</td><td>Ardennes Circuit</td><td>Gillieston Heights</td></tr> <tr><td>506</td><td>21</td><td>Ardennes Circuit</td><td>Gillieston Heights</td></tr> <tr><td>507</td><td>23</td><td>Ardennes Circuit</td><td>Gillieston Heights</td></tr> <tr><td>508</td><td>25</td><td>Ardennes Circuit</td><td>Gillieston Heights</td></tr> <tr><td>509</td><td>27</td><td>Ardennes Circuit</td><td>Gillieston Heights</td></tr> <tr><td>510</td><td>29</td><td>Ardennes Circuit</td><td>Gillieston Heights</td></tr> <tr><td>511</td><td>16</td><td>Slate Street</td><td>Gillieston Heights</td></tr> <tr><td>512</td><td>18</td><td>Slate Street</td><td>Gillieston Heights</td></tr> <tr><td>513</td><td>17</td><td>Slate Street</td><td>Gillieston Heights</td></tr> <tr><td>514</td><td>19</td><td>Slate Street</td><td>Gillieston Heights</td></tr> <tr><td>515</td><td>54</td><td>Ardennes Circuit</td><td>Gillieston Heights</td></tr> <tr><td>516</td><td>52</td><td>Ardennes Circuit</td><td>Gillieston Heights</td></tr> <tr><td>517</td><td>50</td><td>Ardennes Circuit</td><td>Gillieston Heights</td></tr> <tr><td>518</td><td>48</td><td>Ardennes Circuit</td><td>Gillieston Heights</td></tr> <tr><td>519</td><td>46</td><td>Ardennes Circuit</td><td>Gillieston Heights</td></tr> <tr><td>520</td><td>44</td><td>Ardennes Circuit</td><td>Gillieston Heights</td></tr> <tr><td>521</td><td>42</td><td>Ardennes Circuit</td><td>Gillieston Heights</td></tr> <tr><td>522</td><td>40</td><td>Ardennes Circuit</td><td>Gillieston Heights</td></tr> <tr><td>523</td><td>38</td><td>Ardennes Circuit</td><td>Gillieston Heights</td></tr> <tr><td>524</td><td>36</td><td>Ardennes Circuit</td><td>Gillieston Heights</td></tr> <tr><td>525</td><td>34</td><td>Ardennes Circuit</td><td>Gillieston Heights</td></tr> <tr><td>526</td><td>32</td><td>Ardennes Circuit</td><td>Gillieston Heights</td></tr> <tr><td>527</td><td>30</td><td>Ardennes Circuit</td><td>Gillieston Heights</td></tr> <tr><td>528</td><td>28</td><td>Ardennes Circuit</td><td>Gillieston Heights</td></tr> <tr><td>529</td><td>26</td><td>Ardennes Circuit</td><td>Gillieston Heights</td></tr> <tr><td>530</td><td>24</td><td>Ardennes Circuit</td><td>Gillieston Heights</td></tr> <tr><td>531</td><td>22</td><td>Ardennes Circuit</td><td>Gillieston Heights</td></tr> <tr><td>532</td><td>20</td><td>Ardennes Circuit</td><td>Gillieston Heights</td></tr> <tr><td>533</td><td>18</td><td>Ardennes Circuit</td><td>Gillieston Heights</td></tr> <tr><td>534</td><td>16</td><td>Ardennes Circuit</td><td>Gillieston Heights</td></tr> <tr><td>535</td><td>14</td><td>Ardennes Circuit</td><td>Gillieston Heights</td></tr> <tr><td>536</td><td>12</td><td>Ardennes Circuit</td><td>Gillieston Heights</td></tr> <tr><td>537</td><td>10</td><td>Ardennes Circuit</td><td>Gillieston Heights</td></tr> <tr><td>538</td><td>13</td><td>Lavender Close</td><td>Gillieston Heights</td></tr> </tbody> </table>			LOT	NO	STREET	SUBURB	501	11	Ardennes Circuit	Gillieston Heights	502	13	Ardennes Circuit	Gillieston Heights	503	15	Ardennes Circuit	Gillieston Heights	504	17	Ardennes Circuit	Gillieston Heights	505	19	Ardennes Circuit	Gillieston Heights	506	21	Ardennes Circuit	Gillieston Heights	507	23	Ardennes Circuit	Gillieston Heights	508	25	Ardennes Circuit	Gillieston Heights	509	27	Ardennes Circuit	Gillieston Heights	510	29	Ardennes Circuit	Gillieston Heights	511	16	Slate Street	Gillieston Heights	512	18	Slate Street	Gillieston Heights	513	17	Slate Street	Gillieston Heights	514	19	Slate Street	Gillieston Heights	515	54	Ardennes Circuit	Gillieston Heights	516	52	Ardennes Circuit	Gillieston Heights	517	50	Ardennes Circuit	Gillieston Heights	518	48	Ardennes Circuit	Gillieston Heights	519	46	Ardennes Circuit	Gillieston Heights	520	44	Ardennes Circuit	Gillieston Heights	521	42	Ardennes Circuit	Gillieston Heights	522	40	Ardennes Circuit	Gillieston Heights	523	38	Ardennes Circuit	Gillieston Heights	524	36	Ardennes Circuit	Gillieston Heights	525	34	Ardennes Circuit	Gillieston Heights	526	32	Ardennes Circuit	Gillieston Heights	527	30	Ardennes Circuit	Gillieston Heights	528	28	Ardennes Circuit	Gillieston Heights	529	26	Ardennes Circuit	Gillieston Heights	530	24	Ardennes Circuit	Gillieston Heights	531	22	Ardennes Circuit	Gillieston Heights	532	20	Ardennes Circuit	Gillieston Heights	533	18	Ardennes Circuit	Gillieston Heights	534	16	Ardennes Circuit	Gillieston Heights	535	14	Ardennes Circuit	Gillieston Heights	536	12	Ardennes Circuit	Gillieston Heights	537	10	Ardennes Circuit	Gillieston Heights	538	13	Lavender Close	Gillieston Heights
LOT	NO	STREET	SUBURB																																																																																																																																																											
501	11	Ardennes Circuit	Gillieston Heights																																																																																																																																																											
502	13	Ardennes Circuit	Gillieston Heights																																																																																																																																																											
503	15	Ardennes Circuit	Gillieston Heights																																																																																																																																																											
504	17	Ardennes Circuit	Gillieston Heights																																																																																																																																																											
505	19	Ardennes Circuit	Gillieston Heights																																																																																																																																																											
506	21	Ardennes Circuit	Gillieston Heights																																																																																																																																																											
507	23	Ardennes Circuit	Gillieston Heights																																																																																																																																																											
508	25	Ardennes Circuit	Gillieston Heights																																																																																																																																																											
509	27	Ardennes Circuit	Gillieston Heights																																																																																																																																																											
510	29	Ardennes Circuit	Gillieston Heights																																																																																																																																																											
511	16	Slate Street	Gillieston Heights																																																																																																																																																											
512	18	Slate Street	Gillieston Heights																																																																																																																																																											
513	17	Slate Street	Gillieston Heights																																																																																																																																																											
514	19	Slate Street	Gillieston Heights																																																																																																																																																											
515	54	Ardennes Circuit	Gillieston Heights																																																																																																																																																											
516	52	Ardennes Circuit	Gillieston Heights																																																																																																																																																											
517	50	Ardennes Circuit	Gillieston Heights																																																																																																																																																											
518	48	Ardennes Circuit	Gillieston Heights																																																																																																																																																											
519	46	Ardennes Circuit	Gillieston Heights																																																																																																																																																											
520	44	Ardennes Circuit	Gillieston Heights																																																																																																																																																											
521	42	Ardennes Circuit	Gillieston Heights																																																																																																																																																											
522	40	Ardennes Circuit	Gillieston Heights																																																																																																																																																											
523	38	Ardennes Circuit	Gillieston Heights																																																																																																																																																											
524	36	Ardennes Circuit	Gillieston Heights																																																																																																																																																											
525	34	Ardennes Circuit	Gillieston Heights																																																																																																																																																											
526	32	Ardennes Circuit	Gillieston Heights																																																																																																																																																											
527	30	Ardennes Circuit	Gillieston Heights																																																																																																																																																											
528	28	Ardennes Circuit	Gillieston Heights																																																																																																																																																											
529	26	Ardennes Circuit	Gillieston Heights																																																																																																																																																											
530	24	Ardennes Circuit	Gillieston Heights																																																																																																																																																											
531	22	Ardennes Circuit	Gillieston Heights																																																																																																																																																											
532	20	Ardennes Circuit	Gillieston Heights																																																																																																																																																											
533	18	Ardennes Circuit	Gillieston Heights																																																																																																																																																											
534	16	Ardennes Circuit	Gillieston Heights																																																																																																																																																											
535	14	Ardennes Circuit	Gillieston Heights																																																																																																																																																											
536	12	Ardennes Circuit	Gillieston Heights																																																																																																																																																											
537	10	Ardennes Circuit	Gillieston Heights																																																																																																																																																											
538	13	Lavender Close	Gillieston Heights																																																																																																																																																											
If space is insufficient use additional annexure sheet																																																																																																																																																														
Surveyor's Reference: 17620																																																																																																																																																														

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheet(s)
----------------------------	--	-----------------------

Office Use Only

Registered: 25.03.2019

Office Use Only

DP1251686

PLAN OF SUBDIVISION OF LOT 600
IN D.P. 1245054
 1251684

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

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

Subdivision Certificate number : 100791
 Date of Endorsement : 28.2.19

Geoffrey William O'Shea Christopher Garry Doran

.....

SIGNED BY MICHAEL ROBERT VICARY
 BY HIS ATTORNEYS PURSUANT TO
 POWER OF ATTORNEY REGISTERED
 BOOK 4641 No.621

Witness: Nigel Delfs
 10 Park Street
 Hamilton South
 NSW 2303

Geoffrey William O'Shea Christopher Garry Doran

.....

SIGNED BY SUSAN DEBRA VICARY
 BY HER ATTORNEYS PURSUANT TO
 POWER OF ATTORNEY REGISTERED
 BOOK 4641 No.620

Witness: Nigel Delfs
 10 Park Street
 Hamilton South
 NSW 2303

EXECUTED BY WESTPAC BANKING CORPORATION

ST GEORGE CORPORATE BANK
 LEVEL 1
 CNR WHARF ROAD AND
 MEREWETHER STREET
 NEWCASTLE
 NSW 2300

Signed on behalf of Westpac Banking Corporation
 by it's attorney(s) under power of attorney dated
 17 January 2011 Registered Book 4299 No 332 in
 the presence
 Witness: Attorney:

By executing the document the attorney(s) states
 that they have received no notice of revocation
 of the power of attorney.

MARNI SUTHERLAND
 Senior Account Executive

Nick Roach
 Senior Relationship Manager

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17620

**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 11 Sheets)

Plan:

DP1251686

Plan of Subdivision of Lot 400 in ~~D.P.1251684~~
~~D.P.~~ covered by
 Subdivision Certificate No: 100791
 Dated: 28.2.19

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

Michael Robert Vicary
 Susan Debra Vicary
 C/- 1 Hartley Drive, Thornton, NSW 2322

**Full Name and Address of the
 Mortgagee of the Land:**

Westpac Banking Corporation
 (ABN: 33 007 457 141)
 49-51 Hunter Street
 Newcastle NSW 2300

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 (DA)	511 524 525 526 527 528 529 530 531 532 533 534 535 536	512 523 524,523 525,524,523 526,525,524,523 527,526,525,524,523 528,527,526,525,524, 523 529,528,527,526,525, 524,523,523 530,529,528,527,526, 525,524,523 531,530,529,528,527, 526,525,524,523 532,531,530,529,528, 527,526,525,524,523 533,532,531,530,529, 528,527,526,525,524, 523 534,533,532,531,530, 529,528,527,526,525, 524,523 535,534,533,532,531, 530,529,528,527,526, 525,524,523
		537	536,535,534,533,532, 531,530,529,528,527, 526,525,524,523

20

**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 11 Sheets)

Plan:

DP1251686

Plan of Subdivision of Lot 400 in D.P.1251684
~~in D.P.~~ covered by
 Subdivision Certificate No: 100791
 Dated: 28.2.19

2	Right of carriageway variable width (DB)	524 523	523 524
3	Restriction on the use of land	501 to 537 inclusive	Every other lot except 538
4	Restriction on the use of land	501 to 514 inclusive 516 to 537 inclusive	Maitland City Council
5	Positive Covenant Variable Width (DC)	Part of Lot 537	Maitland City Council

PART 1A (Release)

Number of item shown in the intention panel on the plan.	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Right of Access Variable Width (D.P.1232443) 17m wide	400/1251684	Maitland City Council

PART 2 (Terms)

- Terms of the easement, profit a prendre, restriction, or positive covenant thirdly referred to in the abovementioned plan.

A. Residential Use

No building other than a single detached or dual occupancy (where approved by the seller) dwelling house shall be erected on the land together with such other improvements as may from time to time be approved in writing by the developer.

B. Approval of Plans

No improvements shall be commenced on the land unless and until the plans and specifications in respect of such improvements (including, where appropriate and without limitation, schedules of exterior finishes and the colour of all improvements), have been first approved in writing by the developer. It shall be in absolute discretion of the developer as to whether such plans and specifications including schedules of exterior finishes and colours shall be approved (and, if approved, with or without conditions) provided that, without limitation, no dwelling house shall have more than 2 storeys (and for that purpose of clarity the first storey shall be at ground level).

C. Floor Area

No dwelling house shall be constructed unless it has a minimum of 130 square metres including any attached garage and/or connection breezeway but excluding external decks and patios. In addition all dwelling houses shall have a lock up garage where possible (either single or double).

**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 11 Sheets)

Plan:

DP1251686

Plan of Subdivision of Lot 400 in **DP1251686**
~~in DP~~ covered by
Subdivision Certificate No: **100791**
Dated: **28.2.19**

D. Building Materials and Roofs

No dwelling house, garage or any other improvements shall be constructed unless it is constructed of be brick or brick veneer, block timber/steel frame or blueboard construction with a smooth trowelled or bagged texture finish, exposed face brickwork, textured paint, timber panelling or combination thereof, or such other finish as approved by the developer. No roof shall be constructed on the dwelling house unless it is made of tiles or colourbond metal deck roofing (of a slate or "earth tone" in colour) or such other non-reflective material as approved in writing by the developer. No roof having a pitch of 25° or greater, is allowed unless architecturally designed.

E. General Construction

No residential dwellings are to be built unless such dwellings adhere to recognised energy efficient practices.

All residential dwellings where possible are to have the main living areas orientated towards the north.

Minimal glazing is to face the west.

All glazing where possible is to be energy efficient.

All residences are to be fully insulated.

No dwellings shall be constructed unless they are to be equipped throughout with energy efficient LED light fittings and water efficient tapware or shower roses and all appliances are also to be energy efficient.

All new residential dwellings are to be equipped with water tanks (either above or below ground) as per Council and Hunter Water Corporation requirements/regulations. No water tanks are to be visible from the front street and are to be screened by vegetation where possible.

F. Previously Erected Building

No improvements previously erected or previously existing on or attached to other land shall be erected or placed on the Land.

G. Outbuilding

No outbuilding (including, without limitation, garden sheds or any similar structures) shall be erected on the land except after or concurrently with and as part of the erection of a dwelling house. The design, appearance and external colours and materials of all outbuildings where possible should be integrated with the dwelling house.

H. Temporary Structures

- (i) There shall not at any time be erected or placed on the land any temporary improvement or anything of a like nature except sheds, workshops or office rooms used for the purpose of the building of permanent improvements upon the land.

las

**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 11 Sheets)

Plan:

DP1251686

Plan of Subdivision of Lot 400 in ~~D.P.~~ **D.P. 1251684**
~~in D.P.~~ covered by
Subdivision Certificate No: **100791**
Dated: **28.2.19**

- (ii) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, re-constructed on or permitted to remain on any lot burdened.

I. Occupation

The land shall not be used for residential purposes until:

- (i) a dwelling house;
- (ii) fences which the registered proprietor is obliged to erect under Clause K;
- (iii) Landscaping; and
- (iv) all other improvements intended to be carried out on the land,

have been approved and completed in accordance with the provisions of the sales contract and, where appropriate, a final certificate has been issued by Maitland City Council and other consent authorities, e.g. Hunter Water Corporation.

In this clause, landscaping includes, without limitation, the planting of a substantial quantity of shrubs and trees and ground covers as well as the laying of good quality turf to the entire property up to the street gutter and in accordance with the plans approved by the seller and the consent authority (Maitland City Council).

J. Caravans / Mobile Homes

No caravan or mobile home shall be used on or about the land for residential purposes whether with or without the existence of a dwelling house upon the land.

K. Fencing

No fence shall be erected on any lot burdened to divide it from any adjoining land owned by Michael Robert Vicary and/or Susan Debra Vicary without the prior written consent of Michael Robert Vicary and/or Susan Debra Vicary their successors or assigns other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to Michael Robert Vicary and/or Susan Debra Vicary its successors or assigns and is double faced capped and lapped treated, fully seasoned and unpainted HWD fence up to 1.5m in height. In favour of any person dealing with the transferees Michael Robert Vicary and/or Susan Debra Vicary their successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. This covenant in regard to fencing shall be binding on the registered proprietor of any lot burdened, his executors, administrators and assigns only during the ownership of the said adjoining land by Michael Robert Vicary and/or Susan Debra Vicary, their successors or assigns other than purchasers on sale.

No outdoor pets shall be allowed unless there is fencing to contain such pet within the boundaries of the allotment.

No colourbond or metal fencing of any type is permitted on the estate.

No masonry fencing is permissible on the estate except for that by way of a signage panel to be erected on the main entry of the estate.

No fence erected by the developer is to be interfered with, damaged, removed or obscured in any way or allowed to fall into disrepair.

Handwritten initials: R AS

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

LENGTHS ARE IN METRES

(Sheet 5 of 11 Sheets)

Plan:

DP1251686

Plan of Subdivision of Lot 400 in ~~DP~~ DP1251684
~~in D.P.~~ covered by
Subdivision Certificate No: 100791
Dated: 28.2.19

No front boundary fencing is permissible and no side boundary fencing beyond the front building alignment is permissible on any residential allotments on the estate.

All front and side boundaries up to the front of the building alignment are to be defined by landscaped hedges or other planter beds. Landowners will be given a schedule of plants, shrubs, ground covers and trees from which they can select for planting in these areas.

L. Boat Trailers, e.t.c.

Any boat trailer or caravan stored or parked on the land must be housed in a garage or outbuilding, or kept at the back of the property and shielded so that the same is not visible from the street.

M. Excavation and Spear Pumps

No soil or gravel shall be dug or removed from the land except in preparation for an in-ground swimming pool or for the foundations of any improvement for gardens. Spear pumps shall not be installed under any circumstances.

Stormwater storage tanks are permitted provided that they are installed either above or below ground and comply with all the relevant governing rules and regulations. All such tanks and other structures are to have full approval in writing from the required consent authorities prior to any excavation or installations commencing.

N. Rubbish and Maintenance

No rubbish, spoil, waste receptacle or other material shall be brought onto, dumped or allowed to accumulate on the land. If any rubbish, spoil, waste receptacles or other materials is brought onto, dumped or allowed to accumulate on the land or if the grass on the land or in the opinion of the seller needs cutting or trimming, then the seller, its agents, employees and workman shall be at liberty (but shall not be obliged) to cut and/or trim the grass or remove such rubbish, spoil, waste receptacles or other material at any time or from time to time and then the costs shall be a debt due on demand by the registered proprietor to the developer.

No domestic rubbish bins are to be stored or screened unless not to be visible from the road or from an adjoining residence. Bins will be removed from street collection points on the same day as rubbish is collected from the relevant Council Contractor.

O. Signs and Hoarding

If a dwelling house has not been constructed on the land, no advertisement, sign or hoarding of a commercial nature shall be erected on the land without the prior consent in writing of the developer. If a dwelling house has been constructed on the land, no advertisement, sign or hoarding of a commercial nature shall be erected on the land without prior consent in writing of the council except one sign not over one meter square advertising the land for sale or a sign displayed by a builder. The registered proprietor irrevocably authorises the developer and persons authorised by the developer and persons authorised by the developer to enter upon the land to remove therefrom any advertisement, sign or hoarding erected on the land in contravention of this paragraph h.

P. Re-Subdivision

The land shall not be re-subdivided without the consent in writing of the council nor shall

Handwritten initials/signature

**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 11 Sheets)

Plan:

DP1251686

Plan of Subdivision of Lot 400 in D.P.1251684
~~In D.P.~~ covered by
Subdivision Certificate No: 100791
Dated: 28.2.19

any application be made without the prior consent in writing of the council to change the permitted use of land from single private dwelling residential accommodation.

Q. Letterboxes

No letterbox shall be constructed unless of a material and in a manner that complies with Australia Post preferred standards, and to match the style, colour and material of the house.

R. Commercial Uses Prohibited

No business or industry or commercial undertaking of any kind shall be conducted on the land without the written consent of Maitland City Council.

S. Construction Obligations

No dwelling shall be constructed unless the land shall be kept in a neat and tidy condition and maintained free of weeds and rubbish before, during and after construction works. No excavation material, trees, rubbish, builders waste or other substances whatsoever shall be deposited on the adjoining land. Upon completion of or during construction, all excess building materials, rubbish and excavated material is to be removed from the estate.

T. Alterations to Special Conditions

The developer may vary or not enforce the provisions of this clause at any time in respect of the land or any other land and in that event the registered proprietor shall have no claim whatsoever against the developer.

U. Set Back

All buildings to be erected on the allotments are to comply with Maitland City Council's boundary set back regulations.

V. Proper Construction of Improvements

All improvements shall be constructed and finished in a good acceptable tradesmanlike and/or workmanlike manner and in accordance with all the relevant governing rules and regulations as well as the best trade practices. All parts usually painted or stained shall be so painted or stained as soon as practicable.

W. Damage to Trees

The developer has planted numerous trees on public areas forming part of the estate, including, without limitation, footpaths adjoining the land. If the registered proprietor or any of the registered proprietors' employees, its builder or sub-contractors, agents or independent contractors cause damage to such trees, the registered proprietor must repair the damage and where the damage is irreparable, replace each damaged tree with a tree of substantially the same size and species. If the registered proprietor defaults in its obligations under this paragraph, the developer may repair the damage caused to any trees or, where the damage is irreparable, replace each damaged tree with a tree of the same size and species which the developer deems fit. The registered proprietor shall pay to the developer on demand the cost incurred or payable by the developer for the repair and replacement of such damaged trees or landscaped areas.

X. No Display Home

The buyer shall not, without the prior written consent of the seller, use or permit the land to

**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 11 Sheets)

Plan:

DP1251686

Plan of Subdivision of Lot 400 in D.P.1251686
~~in D.P.~~ covered by
Subdivision Certificate No: 106791
Dated: 28.2.19

be used for the purposes of constructing on the land a display home or permit a dwelling house to be constructed on the land to be used as a display home unless it has written consent from the seller.

Y. General Provisions

The following general provisions shall apply:

- (i) Garage doors shall be remote controlled, panel lift or roller doors with at least one double width door, in keeping with good design and aesthetic street appeal.
- (ii) No water tanks shall be constructed on the roof of any dwelling house. Solarhart or similar tanks installed must be non-visible from any road adjoining the dwelling house and must be inside the roof or the ground and not visible from the road.
- (iii) The registered proprietor shall not under any circumstances gain access to or egress from any lake adjoining or near the dwelling house except at such locations (if any) that the developer shall designate as an access point. Without limitation, where any boundary of the land is contiguous with any lake there shall be no access to the lake from the land and no egress from the lake to the land.

Z. Interpretation of Clause

For the purposes of this 88B Contract:

"Developer" shall be Gillieston Grove ABN 64 511 029 549.

"Display Home" includes a dwelling house used from time to time for advertising or displaying to any person or corporation the house design, building techniques or any building products of any person or corporation irrespective of whether the dwelling house is manned by a sales person or representative.

"Dwelling House" means a single detached private dwelling house.

"Improvements" includes, without limitation, a dwelling house and any other structure or thing on the land and any works comprising excavations for or construction (whether by way of addition, extension or renovation) of any building, structure, dwelling house, garage, verandah, out-building, shed, pergola, fence (including retaining walls), screen, swimming pool, spa bath (including in respect of such pool and spa, any filtration system and any other plant and equipment related thereto), tennis court, landscaping or similar works.

"Waste Receptacle" includes all incinerators and other articles connected with the disposal or storage of rubbish (except for domestic rubbish bins) not approved in writing by the seller.

AA. Other Conditions

- (i) No noxious, noisome or otherwise occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.

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

LENGTHS ARE IN METRES

(Sheet 8 of 11 Sheets)

Plan:

DP1251686

Plan of Subdivision of Lot 400 in **DP1251686**
~~in DP~~ covered by
Subdivision Certificate No: **100791**
Dated: **28.2.19**

- (ii) No building shall be erected or be permitted to remain erected or occupied by any person, corporation, government or semi-government instrumentality for the purpose of public housing.
 - (iii) No building shall be erected or be permitted to remain erected on any lot burdened with a solar hot water service unless the storage tank is located within the building or at the rear of the building at ground level.
 - (iv) With the exception of vehicles used in connection with the erection of a dwelling house on any lot burdened, no motor truck, lorry or semi-trailer with a load capacity exceeding 2.5 tonnes shall be parked or be permitted to remain on any lot burdened.
 - (v) No advertising or hoarding sign, including any "For Sale" sign, shall be displayed or erected on any lot burdened for a period of (1) year from the date of transfer by Gillieston Grove without the prior consent of Gillieston Grove.
 - (vi) No mobile home or temporary or permanent moveable improvements including a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, re-constructed on or permitted to remain on, or used for residential purposes on any land burdened.
- 2. Terms of the easement, profit a prendre, restriction, or positive covenant fourthly referred to in the abovementioned plan.**
- Dwellings constructed on the Lots burdened are to include acoustic control measures as outlined in Section 6.2 of the report prepared by Reverb Acoustics (Report No. 07-1166-R3).
- 3. Terms of the easement, profit a prendre, restriction, or positive covenant fifthly referred to in the abovementioned plan.**
- The owner of the lot burdened must preserve and maintain an acoustic mound and landscaping within the area designated (DC) on the plan.
- 4. The authority empowered to release, vary or modify easement, profit a prendre, restriction, or positive covenant numbered 1,2,4 & 5 in the abovementioned plan.**
- The lots burdened and benefitted, only with the consent of Maitland City Council.
- 5. The authority empowered to release, vary or modify easement, profit a prendre, restriction, or positive covenant numbered 3 in the abovementioned plan.**
- Gillieston Grove, during the period ending 3 years from the date of registration of this plan, thereafter the proprietor of the lots in the plan having common boundaries with the proprietor of the lot seeking to release, vary or modify the restriction.

Handwritten initials/signature

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

LENGTHS ARE IN METRES

(Sheet 9 of 11 Sheets)

Plan:

DP1251686

Plan of Subdivision of Lot 400 in **D.P.1251686**

~~in D.P.~~ covered by

Subdivision Certificate No: **100791**

Dated: **28.2.19**

SIGNED SEALED AND DELIVERED by
Michael Robert Vicary



Geoffrey William O'Shea Christopher Garry Doran

Signature

Signed by Michael Robert Vicary by his
Attorneys pursuant to Power of Attorney
Registered Book 4641 No.621

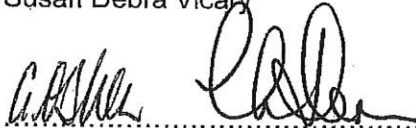


Jack Curtis Doran

Signature of Witness

Address: **3 RYHOPE ST MOUNT HUTTON
NSW**

SIGNED SEALED AND DELIVERED by
Susan Debra Vicary



Geoffrey William O'Shea Christopher Garry Doran

Signature

Signed by Susan Debra Vicary by his
Attorneys pursuant to Power of Attorney
Registered Book 4641 No.620



Jack Curtis Doran

Signature of Witness

Address: **3 RYHOPE ST MOUNT HUTTON
NSW**

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

LENGTHS ARE IN METRES

(Sheet 10 of 11 Sheets)

Plan:

DP1251686

Plan of Subdivision of Lot 400 in **D.P.1251684**
~~in D.P.~~ covered by
Subdivision Certificate No: **100791**
Dated: **28.2.19**

EXECUTED BY WESTPAC BANKING CORPORATION

ST GEORGE CORPORATE BANK
LEVEL 1
CNR WHARF ROAD AND
MEREWETHER STREET
NEWCASTLE
NSW 2300

Signed on behalf of Westpac Banking Corporation
by its attorney(s) under power of attorney dated
17 January 2011 Registered Book 4299 No 332 in
the presence:

Witness:

Attorney:



By executing the document the attorney(s) states
that they have received no notice of revocation
of the power of attorney.

(Tib 3)

MARNI SUTHERLAND
Senior Account Executive

Nick Roach
Senior Relationship Manager

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

LENGTHS ARE IN METRES

(Sheet 11 of 11 Sheets)


Plan:

DP1251686

Plan of Subdivision of Lot 400 in D.P.1251686
~~in D.P.~~ covered by
Subdivision Certificate No: 100791
Dated: 28.2.19

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

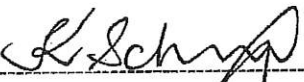
I certify that I am an eligible witness
and that the delegate signed
in my presence



Signature of delegate

LEANNE HARRIS

Name of delegate (BLOCK LETTERS)



Signature of Witness

KAREN SCHRÖDER

Name of Witness (BLOCK LETTERS)

285 HIGH STREET MAITLAND

Address of Witness (BLOCK LETTERS)

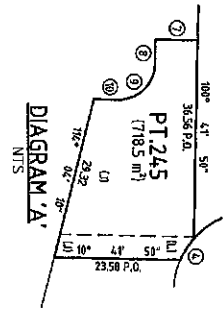
REGISTERED



25.03.2019

PLAN FORM 2 (A2)

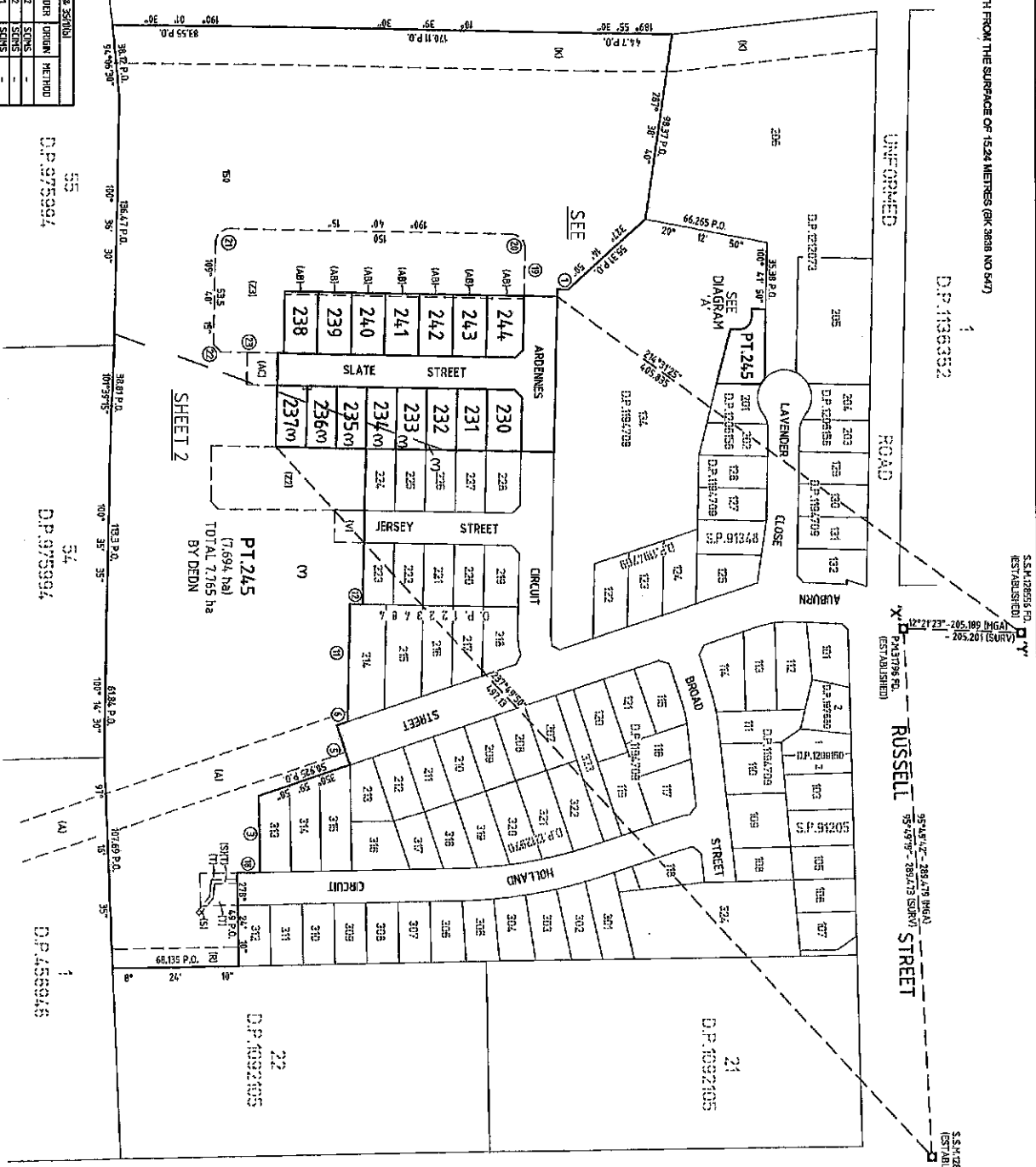
(V) EXCLUDING LAND AND MINERALS BELOW A DEPTH FROM THE SURFACE OF 15.24 METRES (OR 50% NO 547)



D.P. 9392774

Number	Bearing	Dist	Area	Notes
1	10° 40' 05"	5.875 P.O.		
2	278° 24' 10"	4.675 P.O.		
3	314° 57' 50"	3.375 P.O.		
4	260° 59' 50"	2.275 P.O.		
5	199° 44' 50"	4.2 P.O.		
6	109° 44' 50"	9.245 P.O.		
7	109° 44' 50"	9.245 P.O.		
8	109° 44' 50"	9.245 P.O.		
9	109° 44' 50"	9.245 P.O.		
10	109° 44' 50"	9.245 P.O.		
11	109° 44' 50"	9.245 P.O.		
12	109° 44' 50"	9.245 P.O.		
13	109° 44' 50"	9.245 P.O.		
14	109° 44' 50"	9.245 P.O.		
15	109° 44' 50"	9.245 P.O.		
16	109° 44' 50"	9.245 P.O.		
17	109° 44' 50"	9.245 P.O.		
18	109° 44' 50"	9.245 P.O.		
19	109° 44' 50"	9.245 P.O.		
20	109° 44' 50"	9.245 P.O.		
21	109° 44' 50"	9.245 P.O.		
22	109° 44' 50"	9.245 P.O.		
23	109° 44' 50"	9.245 P.O.		

- (A) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 20 WIDE (D.P. 194543)
- (B) EASEMENT FOR PUMP STATION VARIABLE WIDTH (D.P. 194543)
- (C) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 20 WIDE (D.P. 194543)
- (D) EASEMENT TO DRAIN WATER 1.5 & 3 WIDE (D.P. 194543)
- (E) EASEMENT FOR ASSET PROTECTION ZONE 10 WIDE (D.P. 194543)
- (F) EASEMENT FOR DRAINAGE OF WATER 3 WIDE (D.P. 194543)
- (G) EASEMENT TO DRAIN WATER 1.5 WIDE (D.P. 194543)
- (H) RIGHT OF ACCESS VARIABLE WIDTH (D.P. 1223484)
- (I) RIGHT OF ACCESS VARIABLE WIDTH (D.P. 1223484)
- (J) RIGHT OF ACCESS 17 WIDE
- (K) RIGHT OF ACCESS TO DRAIN WATER 1.5 WIDE (D.P. 1223484)
- (L) RIGHT OF ACCESS TO DRAIN WATER 1.5 WIDE (D.P. 1223484)
- (M) RIGHT OF ACCESS TO DRAIN WATER 1.5 WIDE (D.P. 1223484)
- (N) RIGHT OF ACCESS TO DRAIN WATER 1.5 WIDE (D.P. 1223484)
- (O) RIGHT OF ACCESS TO DRAIN WATER 1.5 WIDE (D.P. 1223484)
- (P) RIGHT OF ACCESS TO DRAIN WATER 1.5 WIDE (D.P. 1223484)
- (Q) RIGHT OF ACCESS TO DRAIN WATER 1.5 WIDE (D.P. 1223484)
- (R) RIGHT OF ACCESS TO DRAIN WATER 1.5 WIDE (D.P. 1223484)
- (S) RIGHT OF ACCESS TO DRAIN WATER 1.5 WIDE (D.P. 1223484)
- (T) RIGHT OF ACCESS TO DRAIN WATER 1.5 WIDE (D.P. 1223484)
- (U) RIGHT OF ACCESS TO DRAIN WATER 1.5 WIDE (D.P. 1223484)
- (V) RIGHT OF ACCESS TO DRAIN WATER 1.5 WIDE (D.P. 1223484)
- (W) RIGHT OF ACCESS TO DRAIN WATER 1.5 WIDE (D.P. 1223484)
- (X) RIGHT OF ACCESS TO DRAIN WATER 1.5 WIDE (D.P. 1223484)
- (Y) RIGHT OF ACCESS TO DRAIN WATER 1.5 WIDE (D.P. 1223484)
- (Z) RIGHT OF ACCESS TO DRAIN WATER 1.5 WIDE (D.P. 1223484)



WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

epan SHEET 1 OF 2 SHEETS

RUSSELL STREET
 85° 14' 12" - 289.479 MGA
 85° 14' 12" - 289.479 MGA
 85° 14' 12" - 289.479 MGA

M. C. A.

MARK	SYMBOL	COORDINATES	CLASS	ORDER	ORIGIN	METHOD
SS	55	D.P. 3755937				
54	54	D.P. 9759384				
53	53	D.P. 4559345				
52	52	D.P. 4559345				
51	51	D.P. 4559345				
50	50	D.P. 4559345				
49	49	D.P. 4559345				
48	48	D.P. 4559345				
47	47	D.P. 4559345				
46	46	D.P. 4559345				
45	45	D.P. 4559345				
44	44	D.P. 4559345				
43	43	D.P. 4559345				
42	42	D.P. 4559345				
41	41	D.P. 4559345				
40	40	D.P. 4559345				
39	39	D.P. 4559345				
38	38	D.P. 4559345				
37	37	D.P. 4559345				
36	36	D.P. 4559345				
35	35	D.P. 4559345				
34	34	D.P. 4559345				
33	33	D.P. 4559345				
32	32	D.P. 4559345				
31	31	D.P. 4559345				
30	30	D.P. 4559345				
29	29	D.P. 4559345				
28	28	D.P. 4559345				
27	27	D.P. 4559345				
26	26	D.P. 4559345				
25	25	D.P. 4559345				
24	24	D.P. 4559345				
23	23	D.P. 4559345				
22	22	D.P. 4559345				
21	21	D.P. 4559345				
20	20	D.P. 4559345				
19	19	D.P. 4559345				
18	18	D.P. 4559345				
17	17	D.P. 4559345				
16	16	D.P. 4559345				
15	15	D.P. 4559345				
14	14	D.P. 4559345				
13	13	D.P. 4559345				
12	12	D.P. 4559345				
11	11	D.P. 4559345				
10	10	D.P. 4559345				
9	9	D.P. 4559345				
8	8	D.P. 4559345				
7	7	D.P. 4559345				
6	6	D.P. 4559345				
5	5	D.P. 4559345				
4	4	D.P. 4559345				
3	3	D.P. 4559345				
2	2	D.P. 4559345				
1	1	D.P. 4559345				

PLAN OF SUBDIVISION LOT 229 IN D.P. 1223484

MAITLAND GILLESTON HEIGHTS

Registered 27.6.2017

DP1232443

Scale: 1:1000

Scale: 1:1000

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Number	Area	Distance
1	585.0	5.85 P.O.
2	585.0	5.85
3	585.0	5.85
4	585.0	5.85
5	585.0	5.85
6	585.0	5.85
7	585.0	5.85

DIAGRAM 'B'
ITS



Ref	Mark	Reference Mark Table	Dist. name	Origin
A	R.M.D.H.M.S.	107°41'	4.345 & 12.855 (D.P. 1232484)	PLACED
B	R.M.D.H.M.S.	107°41'	4.605 & 13.71 (D.P. 1232484)	PLACED
C	R.M.D.H.M.S.	131°55'	5.05 & 14.465 (D.P. 1232484)	PLACED
D	R.M.D.H.M.S.	207°20'	4.905	PLACED
E	R.M.D.H.M.S.	207°46'	4.2 & 13.59	PLACED
F	R.M.D.H.M.S.	127°03'	4.38 & 13.515	PLACED
G	R.M.D.H.M.S.	27°44'	14.355	PLACED



S.S.M. CONNECTIONS
 S.S.M. 1971/6
 S.S.M. 1255/1 61°23'40"-521.115

Surveyor
 NGEL DEBS
 Date of Survey
 27TH MARCH 2017
 Surveyor's Reference
 5582

PLAN OF SUBDIVISION LOT 229 IN D.P. 1232484

LGA
 MAITLAND
 Locality
 GILLESSTON HEIGHTS
 Subdivision No
 100791
 Lengths are in metres. Reduction Ratio 1500



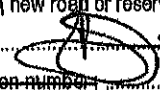
Registered
 27.6.2017

DP1232443

(AB) EASEMENT TO DRAIN WATER 1.5 WIDE
 (AD) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 1.76 WIDE

PLAN FORM 6 (2012)

WARNING : Creasing or folding will lead to rejection


DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 5 sheet(s)												
<p>Registered:  27.6.2017 Office Use Only</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<h1 style="margin: 0;">DP1232443</h1>													
<p>PLAN OF SUBDIVISION OF LOT 229 IN D.P.1223484</p>	<p>LGA: MAITLAND Locality: GILLIESTON HEIGHTS Parish: HEDDON County: NORTHUMBERLAND</p>													
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: Date: File Number: Office:</p>	<p style="text-align: center;">Survey Certificate</p> <p style="text-align: center;">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 Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on</p> <p>*(b) The part of the land shown in the plan (^{Lot 245} being/excluding ^.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on, 17/3/17, the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012</p> <p>Signature:  Dated: 24/3/17</p> <p>Surveyor ID: 8232</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 ^ Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>													
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>David Simm</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:  Accreditation number:</p> <p>Consent Authority: <u>Maitland City Council</u></p> <p>Date of endorsement: <u>17.5.17</u></p> <p>Subdivision Certificate number: <u>100791</u></p> <p>File number: <u>DA10 0791</u></p> <p>*Strike through if inapplicable</p>	<p>Statements of intention to dedicate public roads, public reserves and drainage reserves</p> <p>IT IS INTENDED TO DEDICATE SLATE STREET & THE EXTENSION OF ARDENNES CIRCUIT TO THE PUBLIC AS PUBLIC ROAD.</p>													
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Plans used in the preparation of survey/compilation</p> <table style="width: 100%; border: none;"> <tr> <td>D.P.998274</td> <td>D.P.1136352</td> <td>D.P.41133</td> </tr> <tr> <td>D.P.1016660</td> <td>D.P.1092105</td> <td>D.P.975994</td> </tr> <tr> <td>D.P.456946</td> <td>D.P.1179012</td> <td>D.P.1194709</td> </tr> <tr> <td>D.P.1212073</td> <td>D.P.1212970</td> <td>D.P.1223484</td> </tr> </table> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p> <p>Surveyor's Reference: 15362</p>		D.P.998274	D.P.1136352	D.P.41133	D.P.1016660	D.P.1092105	D.P.975994	D.P.456946	D.P.1179012	D.P.1194709	D.P.1212073	D.P.1212970	D.P.1223484
D.P.998274	D.P.1136352	D.P.41133												
D.P.1016660	D.P.1092105	D.P.975994												
D.P.456946	D.P.1179012	D.P.1194709												
D.P.1212073	D.P.1212970	D.P.1223484												

PLAN FORM 6A (2012)

WARNING : Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 5 sheet(s)

Office Use Only	Office Use Only
Registered  27.6.2017	<h1>DP1232443</h1>
PLAN OF SUBDIVISION OF LOT 229 IN D.P.1223484	
Subdivision Certificate number : 100791	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses See 60(c)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.
Date of Endorsement : 17.5.17	

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (AB)
2. RIGHT OF ACCESS 17 WIDE (AC)
3. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 1.76 WIDE (AD)
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15362

PLAN FORM 6A (2012)

WARNING : Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

Office Use Only

Office Use Only

Registered  27.6.2017

PLAN OF SUBDIVISION OF LOT 229 IN
 D.P.1223484

DP1232443

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 :100791.....

Date of Endorsement :17.5.17.....

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
230	1	SLATE	STREET	GILLIESTON HEIGHTS
231	3	SLATE	STREET	GILLIESTON HEIGHTS
232	5	SLATE	STREET	GILLIESTON HEIGHTS
233	7	SLATE	STREET	GILLIESTON HEIGHTS
234	9	SLATE	STREET	GILLIESTON HEIGHTS
235	11	SLATE	STREET	GILLIESTON HEIGHTS
236	13	SLATE	STREET	GILLIESTON HEIGHTS
237	15	SLATE	STREET	GILLIESTON HEIGHTS
238	14	SLATE	STREET	GILLIESTON HEIGHTS
239	12	SLATE	STREET	GILLIESTON HEIGHTS
240	10	SLATE	STREET	GILLIESTON HEIGHTS
241	8	SLATE	STREET	GILLIESTON HEIGHTS
242	6	SLATE	STREET	GILLIESTON HEIGHTS
243	4	SLATE	STREET	GILLIESTON HEIGHTS
244	2	SLATE	STREET	GILLIESTON HEIGHTS
245	17	SLATE	STREET	GILLIESTON HEIGHTS

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15362

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 5 sheet(s)

Office Use Only

Office Use Only

Registered



27.6.2017

**PLAN OF SUBDIVISION OF LOT 229 IN
D.P.1223484**

DP1232443

- 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 : 100791

Date of Endorsement : 17.5.17

SIGNED BY MICHAEL ROBERT VICARY
BY HIS ATTORNEYS PURSUANT TO
POWER OF ATTORNEY REGISTERED
BOOK 4641 No.621

SIGNED BY SUSAN DEBRA VICARY
BY HER ATTORNEYS PURSUANT TO
POWER OF ATTORNEY REGISTERED
BOOK 4641 No.620

EXECUTED BY WESTPAC BANKING CORPORATION

MARNI SUTHERLAND
Senior Account Executive

Signed on behalf of Westpac Banking Corporation
by it's attorney(s) under power of attorney dated
17 January 2011 Registered Book 4299 No 332 in
the presence:
Witness: Attorney:

By executing the document the attorney(s) states
that they have received no notice of revocation
of the power of attorney.

Nick Roach
Senior Relationship Manager

ST GEORGE CORPORATE BANK
LEVEL 1
CNR WHARF ROAD AND
MEREWETHER STREET
NEWCASTLE
NSW 2300

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15362

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

Office Use Only

Office Use Only

Registered  27.6.2017

PLAN OF SUBDIVISION OF LOT 229 IN
D.P.1223484

DP1232443

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

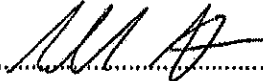
- A schedule of lots and addresses See 60(c)SSI Regulation 2012
- Statements of Intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number : 100791

Date of Endorsement : 17.5.17

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


Signature of Witness


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

KEVIN PEK
Print name of Witness
52 MARTIN PLACE
~~126 Phillip Street~~, Sydney NSW
2000

RICHARD DENT
Name of Agent in full

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15362

**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 12 Sheets)

Plan:

DP1232443

Plan of Subdivision of Lot 229 in
 D.P.1223484 covered by
 Subdivision Certificate No: *100791*
 Dated: *17.5.17*

Full name and address of
 Proprietors of Land:

Michael Robert Vicary
 Susan Debra Vicary
 C/- 1 Hartley Drive, Thornton, NSW 2322

Full Name and Address of the
 Mortgagee of the Land:

St George Corporate Bank
 (ABN: 43 140 954 981)
 Cnr Wharf Road and Merewether Street
 Newcastle NSW 2300

Westpac Banking Corporation
 (ABN: 33 007 457 141)
 49-51 Hunter Street
 Newcastle NSW 2300

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 (AB)	238 239 240 241 242 243 244	That part of 245 denoted (Z3 on the plan) 238, That part of 245 denoted (Z3 on the plan) 239,238, That part of 245 denoted (Z3 on the plan) 240,239,238, That part of 245 denoted (Z3 on the plan) 241,240,239,238, That part of 245 denoted (Z3 on the plan) 242,241,240,239,238, That part of 245 denoted (Z3 on the plan) 243,242,241,240,239, 238, That part of 245 denoted (Z3 on the plan)

**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 12 Sheets)

Plan:

Plan of Subdivision of Lot 229 in
D.P.1223484 covered by
Subdivision Certificate No: 100791
Dated: 17.5.2017

DP1232443

2	Right of access 17 wide (AC)	245	Maitland City Council
3	Easement for electricity & other purposes 1.76 wide (AD)	236 & 237	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
4	Restriction on the use of land	230 to 244 Inclusive	Every other lot except 245
5	Restriction on the use of land	230 to 244 inclusive	Maitland City Council

PART 2 (Terms)

1. **Terms of the easement, profit a prendre, restriction, or positive covenant thirdly referred to in the abovementioned plan.**

An easement is created on the terms and conditions set out in memorandum registered number AK980903. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

2. **Terms of the easement, profit a prendre, restriction, or positive covenant fourthly referred to in the abovementioned plan.**

A. Residential Use

No building other than a single detached or dual occupancy (where approved by the seller) dwelling house shall be erected on the land together with such other improvements as may from time to time be approved in writing by the developer.

B. Approval of Plans

No improvements shall be commenced on the land unless and until the plans and specifications in respect of such improvements (including, where appropriate and without limitation, schedules of exterior finishes and the colour of all improvements), have been first approved in writing by the developer. It shall be in absolute discretion of the developer as to whether such plans and specifications including schedules of exterior finishes and colours shall be approved (and, if approved, with or without conditions) provided that, without limitation, no dwelling house shall have more than 2 storeys (and for that purpose of clarity the first storey shall be at ground level).

C. Floor Area

No dwelling house shall be constructed unless it has a minimum of 130 square metres including any attached garage and/or connection breezeway but excluding external decks and patios. In addition all dwelling houses shall have a lock up garage where possible (either single or double).

D. Building Materials and Roofs



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED PURSUANT TO
~~SECTION 86B OF THE CONVEYANCING ACT, 1919~~**

LENGTHS ARE IN METRES

(Sheet 3 of 12 Sheets)

Plan:

DP1232443

Plan of Subdivision of Lot 229 in
D.P.1223484 covered by
Subdivision Certificate No: *100791*
Dated: *17.5.17*

No dwelling house, garage or any other improvements shall be constructed unless it is constructed of be brick or brick veneer, block timber/steel frame or blueboard construction with a smooth trowelled or bagged texture finish, exposed face brickwork, textured paint, timber panelling or combination thereof, or such other finish as approved by the developer. No roof shall be constructed on the dwelling house unless it is made of tiles or colourbond metal deck roofing (of a slate or "earth tone" in colour) or such other non-reflective material as approved in writing by the developer. No roof having a pitch of 25° or greater, is allowed unless architecturally designed.

E. General Construction

No residential dwellings are to be built unless such dwellings adhere to recognised energy efficient practices.

All residential dwellings where possible are to have the main living areas orientated towards the north.

Minimal glazing is to face the west.

All glazing where possible is to be energy efficient.

All residences are to be fully insulated.

No dwellings shall be constructed unless they are to be equipped throughout with energy efficient LED light fittings and water efficient tapware or shower roses and all appliances are also to be energy efficient.

All new residential dwellings are to be equipped with water tanks (either above or below ground) as per Council and Hunter Water Corporation requirements/regulations. No water tanks are to be visible from the front street and are to be screened by vegetation where possible.

F. Previously Erected Building

No improvements previously erected or previously existing on or attached to other land shall be erected or placed on the Land.

G. Outbuilding

No outbuilding (including, without limitation, garden sheds or any similar structures) shall be erected on the land except after or concurrently with and as part of the erection of a dwelling house. The design, appearance and external colours and materials of all outbuildings where possible should be integrated with the dwelling house.

H. Temporary Structures

(i) There shall not at any time be erected or placed on the land any temporary improvement or anything of a like nature except sheds, workshops or office rooms used for the purpose of the building of permanent improvements upon the land.

(ii) No existing dwelling house shall be partly or wholly moved to, placed upon, re-

**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 12 Sheets)

Plan:

DP1232443

Plan of Subdivision of Lot 229 in
D.P.1223484 covered by
Subdivision Certificate No: 100791
Dated: 17.5.17

erected upon, re-constructed on or permitted to remain on any lot burdened.

I. Occupation

The land shall not be used for residential purposes until:

- (i) a dwelling house;
- (ii) fences which the registered proprietor is obliged to erect under Clause K;
- (iii) Landscaping; and
- (iv) all other improvements intended to be carried out on the land,

have been approved and completed in accordance with the provisions of the sales contract and, where appropriate, a final certificate has been issued by Maitland City Council and other consent authorities, e.g. Hunter Water Corporation.

In this clause, landscaping includes, without limitation, the planting of a substantial quantity of shrubs and trees and ground covers as well as the laying of good quality turf to the entire property up to the street gutter and in accordance with the plans approved by the seller and the consent authority (Maitland City Council).

J. Caravans / Mobile Homes

No caravan or mobile home shall be used on or about the land for residential purposes whether with or without the existence of a dwelling house upon the land.

K. Fencing

No fence shall be erected on any lot burdened to divide it from any adjoining land owned by Michael Robert Vicary and/or Susan Debra Vicary without the prior written consent of Michael Robert Vicary and/or Susan Debra Vicary their successors or assigns other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to Michael Robert Vicary and/or Susan Debra Vicary its successors or assigns and is double faced capped and lapped treated, fully seasoned and unpainted HWD fence up to 1.5m in height. In favour of any person dealing with the transferees Michael Robert Vicary and/or Susan Debra Vicary their successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. This covenant in regard to fencing shall be binding on the registered proprietor of any lot burdened, his executors, administrators and assigns only during the ownership of the said adjoining land by Michael Robert Vicary and/or Susan Debra Vicary, their successors or assigns other than purchasers on sale.

No outdoor pets shall be allowed unless there is fencing to contain such pet within the boundaries of the allotment.

No colourbond or metal fencing of any type is permitted on the estate.

No masonry fencing is permissible on the estate except for that by way of a signage panel to be erected on the main entry of the estate.

No fence erected by the developer is to be interfered with, damaged, removed or obscured in any way or allowed to fall into disrepair.

No front boundary fencing is permissible and no side boundary fencing beyond the front building alignment is permissible on any residential allotments on the estate.

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

LENGTHS ARE IN METRES

(Sheet 5 of 12 Sheets)

Plan:

DP1232443

Plan of Subdivision of Lot 229 in
D.P. 1223484 covered by
Subdivision Certificate No: *100791*
Dated: *17.5.17*

All front and side boundaries up to the front of the building alignment are to be defined by landscaped hedges or other planter beds. Landowners will be given a schedule of plants, shrubs, ground covers and trees from which they can select for planting in these areas.

L. Boat Trailers, e.t.c.

Any boat trailer or caravan stored or parked on the land must be housed in a garage or outbuilding, or kept at the back of the property and shielded so that the same is not visible from the street.

M. Excavation and Spear Pumps

No soil or gravel shall be dug or removed from the land except in preparation for an in-ground swimming pool or for the foundations of any improvement for gardens. Spear pumps shall not be installed under any circumstances.

Stormwater storage tanks are permitted provided that they are installed either above or below ground and comply with all the relevant governing rules and regulations. All such tanks and other structures are to have full approval in writing from the required consent authorities prior to any excavation or installations commencing.

N. Rubbish and Maintenance

No rubbish, spoil, waste receptacle or other material shall be brought onto, dumped or allowed to accumulate on the land. If any rubbish, spoil, waste receptacles or other materials is brought onto, dumped or allowed to accumulate on the land or if the grass on the land or in the opinion of the seller needs cutting or trimming, then the seller, its agents, employees and workman shall be at liberty (but shall not be obliged) to cut and/or trim the grass or remove such rubbish, spoil, waste receptacles or other material at any time or from time to time and then the costs shall be a debt due on demand by the registered proprietor to the developer.

No domestic rubbish bins are to be stored or screened unless not to be visible from the road or from an adjoining residence. Bins will be removed from street collection points on the same day as rubbish is collected from the relevant Council Contractor.

O. Signs and Hoarding

If a dwelling house has not been constructed on the land, no advertisement, sign or hoarding of a commercial nature shall be erected on the land without the prior consent in writing of the developer. If a dwelling house has been constructed on the land, no advertisement, sign or hoarding of a commercial nature shall be erected on the land without prior consent in writing of the council except one sign not over one meter square advertising the land for sale or a sign displayed by a builder. The registered proprietor irrevocably authorises the developer and persons authorised by the developer and persons authorised by the developer to enter upon the land to remove therefrom any advertisement, sign or hoarding erected on the land in contravention of this paragraph h.

P. Re-Subdivision

The land shall not be re-subdivided without the consent in writing of the council nor shall any application be made without the prior consent in writing of the council to change the permitted use of land from single private dwelling residential accommodation.

**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 12 Sheets)

Plan:

DP1232443

Plan of Subdivision of Lot 229 in
D.P.1223484 covered by
Subdivision Certificate No: 100791
Dated: 17.5.17

Q. Letterboxes

No letterbox shall be constructed unless of a material and in a manner that complies with Australia Post preferred standards, and to match the style, colour and material of the house.

R. Commercial Uses Prohibited

No business or industry or commercial undertaking of any kind shall be conducted on the land without the written consent of Maitland City Council.

S. Construction Obligations

No dwelling shall be constructed unless the land shall be kept in a neat and tidy condition and maintained free of weeds and rubbish before, during and after construction works. No excavation material, trees, rubbish, builders waste or other substances whatsoever shall be deposited on the adjoining land. Upon completion of or during construction, all excess building materials, rubbish and excavated material is to be removed from the estate.

T. Alterations to Special Conditions

The developer may vary or not enforce the provisions of this clause at any time in respect of the land or any other land and in that event the registered proprietor shall have no claim whatsoever against the developer.

U. Set Back

All buildings to be erected on the allotments are to comply with Maitland City Council's boundary set back regulations.

V. Proper Construction of Improvements

All improvements shall be constructed and finished in a good acceptable tradesmanlike and/or workmanlike manner and in accordance with all the relevant governing rules and regulations as well as the best trade practices. All parts usually painted or stained shall be so painted or stained as soon as practicable.

W. Damage to Trees

The developer has planted numerous trees on public areas forming part of the estate, including, without limitation, footpaths adjoining the land. If the registered proprietor or any of the registered proprietors' employees, its builder or sub-contractors, agents or independent contractors cause damage to such trees, the registered proprietor must repair the damage and where the damage is irreparable, replace each damaged tree with a tree of substantially the same size and species. If the registered proprietor defaults in its obligations under this paragraph, the developer may repair the damage caused to any trees or, where the damage is irreparable, replace each damaged tree with a tree of the same size and species which the developer deems fit. The registered proprietor shall pay to the developer on demand the cost incurred or payable by the developer for the repair and replacement of such damaged trees or landscaped areas.

X. No Display Home

The buyer shall not, without the prior written consent of the seller, use or permit the land to be used for the purposes of constructing on the land a display home or permit a dwelling house to be constructed on the land to be used as a display home unless it has written

**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 12 Sheets)

Plan:

DP1232443

Plan of Subdivision of Lot 229 in
D.P. 1223484 covered by
Subdivision Certificate No: 100791
Dated: 17.5.17

consent from the seller.

Y. General Provisions

The following general provisions shall apply:

- (i) Garage doors shall be remote controlled, panel lift or roller doors with at least one double width door, in keeping with good design and aesthetic street appeal.
- (ii) No water tanks shall be constructed on the roof of any dwelling house. Solarhart or similar tanks installed must be non-visible from any road adjoining the dwelling house and must be inside the roof or the ground and not visible from the road.
- (iii) The registered proprietor shall not under any circumstances gain access to or egress from any lake adjoining or near the dwelling house except at such locations (if any) that the developer shall designate as an access point. Without limitation, where any boundary of the land is contiguous with any lake there shall be no access to the lake from the land and no egress from the lake to the land.

Z. Interpretation of Clause

For the purposes of this 88B Contract:

"Developer" shall be Gillieston Grove ABN 64 511 029 549.

"Display Home" includes a dwelling house used from time to time for advertising or displaying to any person or corporation the house design, building techniques or any building products of any person or corporation irrespective of whether the dwelling house is manned by a sales person or representative.

"Dwelling House" means a single detached private dwelling house.

"Improvements" includes, without limitation, a dwelling house and any other structure or thing on the land and any works comprising excavations for or construction (whether by way of addition, extension or renovation) of any building, structure, dwelling house, garage, verandah, out-building, shed, pergola, fence (including retaining walls), screen, swimming pool, spa bath (including in respect of such pool and spa, any filtration system and any other plant and equipment related thereto), tennis court, landscaping or similar works.

"Waste Receptacle" includes all incinerators and other articles connected with the disposal or storage of rubbish (except for domestic rubbish bins) not approved in writing by the seller.

AA. Other Conditions

- (i) No noxious, noisome or otherwise occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (ii) No building shall be erected or be permitted to remain erected or occupied by any

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

LENGTHS ARE IN METRES

(Sheet 8 of 12 Sheets)

Plan:

Plan of Subdivision of Lot 229 in
D.P.1223484 covered by
Subdivision Certificate No: 100791
Dated: 17.5.2017

DP1232443

person, corporation, government or semi-government instrumentality for the purpose of public housing.

(iii) No building shall be erected or be permitted to remain erected on any lot burdened with a solar hot water service unless the storage tank is located within the building or at the rear of the building at ground level.

(iv) With the exception of vehicles used in connection with the erection of a dwelling house on any lot burdened, no motor truck, lorry or semi-trailer with a load capacity exceeding 2.5 tonnes shall be parked or be permitted to remain on any lot burdened.

(v) No advertising or hoarding sign, including any "For Sale" sign, shall be displayed or erected on any lot burdened for a period of (1) year from the date of transfer by Gillieston Grove without the prior consent of Gillieston Grove.

(vi) No mobile home or temporary or permanent moveable improvements including a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, re-constructed on or permitted to remain on, or used for residential purposes on any land burdened.

3. Terms of the easement, profit a prendre, restriction, or positive covenant fifthly referred to in the abovementioned plan.

Dwellings constructed on the Lots burdened are to include acoustic control measures as outlined in Section 6.2 of the report prepared by Reverb Acoustics (Report No. 07-1166-R3).

4. The authority empowered to release, vary or modify easement, profit a prendre, restriction, or positive covenant numbered 3 in the abovementioned plan.

The party empowered to release, vary or modify this easement numbered 3 in the abovementioned plan is Alpha Ministerial Holding Corporation.

5. The authority empowered to release, vary or modify easement, profit a prendre, restriction, or positive covenant numbered 1, 2 & 5 in the abovementioned plan.

The lots burdened and benefitted, only with the consent of Maitland City Council.

6. The authority empowered to release, vary or modify easement, profit a prendre, restriction, or positive covenant numbered 4 in the abovementioned plan.

Gillieston Grove, during the period ending 3 years from the date of registration of this plan, thereafter the proprietor of the lots in the plan having common boundaries with the proprietor of the lot seeking to release, vary or modify the restriction.



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

LENGTHS ARE IN METRES

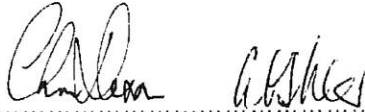
(Sheet 9 of 12 Sheets)

Plan:

DP1232443

Plan of Subdivision of Lot 229 in
D.P. 1223484 covered by
Subdivision Certificate No: 100791
Dated: 17.5.17

SIGNED SEALED AND DELIVERED by
Michael Robert Vicary



Signature
Signed by Michael Robert Vicary by his
Attorneys pursuant to Power of Attorney
Registered Book 4641 No.621



Signature of Witness *JACK CURTIS DORAN*
Address: 22/250 PARK AVENUE
KOTARA NSW

SIGNED SEALED AND DELIVERED by
Susan Debra Vicary



Signature
Signed by Susan Debra Vicary by his
Attorneys pursuant to Power of Attorney
Registered Book 4641 No.620



Signature of Witness *JACK CURTIS DORAN*
Address: 22/250 PARK AVENUE
KOTARA NSW

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

LENGTHS ARE IN METRES

(Sheet 10 of 12 Sheets)

Plan:

Plan of Subdivision of Lot 229 in
D.P. 1223484 covered by
Subdivision Certificate No: 100791
Dated: 17.5.17

DP1232443

EXECUTED BY ST GEORGE BANKING

Signed on behalf of Westpac Banking Corporation
by it's attorney(s) under power of attorney dated
17 January 2011 Registered Book 4299 No 332 in
the presence:

Witness:

Attorney:

MARNI SUTHERLAND
Senior Account Executive

By executing the document the attorney(s) states
that they have received no notice of revocation
of the power of attorney.

(FILE THREE)

ST GEORGE CORPORATE BANK
LEVEL 1
CNR WHARF ROAD AND
MEREWETHER STREET
NEWCASTLE
NSW 2300

Nick Roach
Senior Relationship Manager

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

LENGTHS ARE IN METRES

(Sheet 11 of 12 Sheets)

Plan:

DP1232443

Plan of Subdivision of Lot 229 in
D.P.1223484 covered by
Subdivision Certificate No: 100791
Dated: 17.5.2017

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


.....

Signature of Witness


.....

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

KEVIN PEK
.....

Print name of Witness

52 MARTIN PLACE
426 Phillip Street, Sydney NSW
2000

RICHARD DENT
.....

Name of Agent in full

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

LENGTHS ARE IN METRES

(Sheet 12 of 12 Sheets)

Plan:

DP1232443

Plan of Subdivision of Lot 229 in
D.P.1223484 covered by
Subdivision Certificate No: 100791
Dated: 17.6.17

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

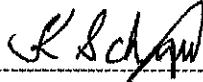
I certify that I am an eligible witness
and that the delegate signed
in my presence



Signature of delegate

DAVID SIMM

Name of delegate (BLOCK LETTERS)



Signature of Witness

KAREN SCHRODER

Name of Witness (BLOCK LETTERS)

285 HIGH ST

MAITLAND

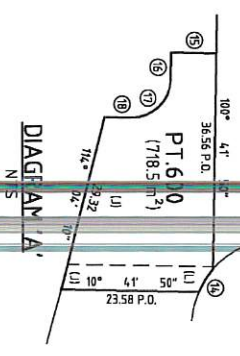
Address of Witness (BLOCK LETTERS)

REGISTERED



27.6.2017

Number	Chord Bearing	Chord Distance	Arc Length	Radius
1	10°40'15"	5.115		
2	10°40'20"	3.42		
3	10°40'15"	7.7		
4	280°40'55"	3.5		
5	190°40'20"	4.35		
6	280°40'15"	3.8		
7	10°40'15"	1.8		
8	280°40'15"	1.2		
9	10°40'20"	1.1		
10	280°40'20"	6.155		
11	350°55'50"	4.15		
12	280°59'50"	2.32		
13	98°24'10"	2.538		
14	314°37'50"	3.175	3.865	14.5
15	190°41'50"	7.825		
16	100°41'50"	1.2		
17	165°14'20"	5.315	10.38	6.5
18	10°41'50"	4.25		

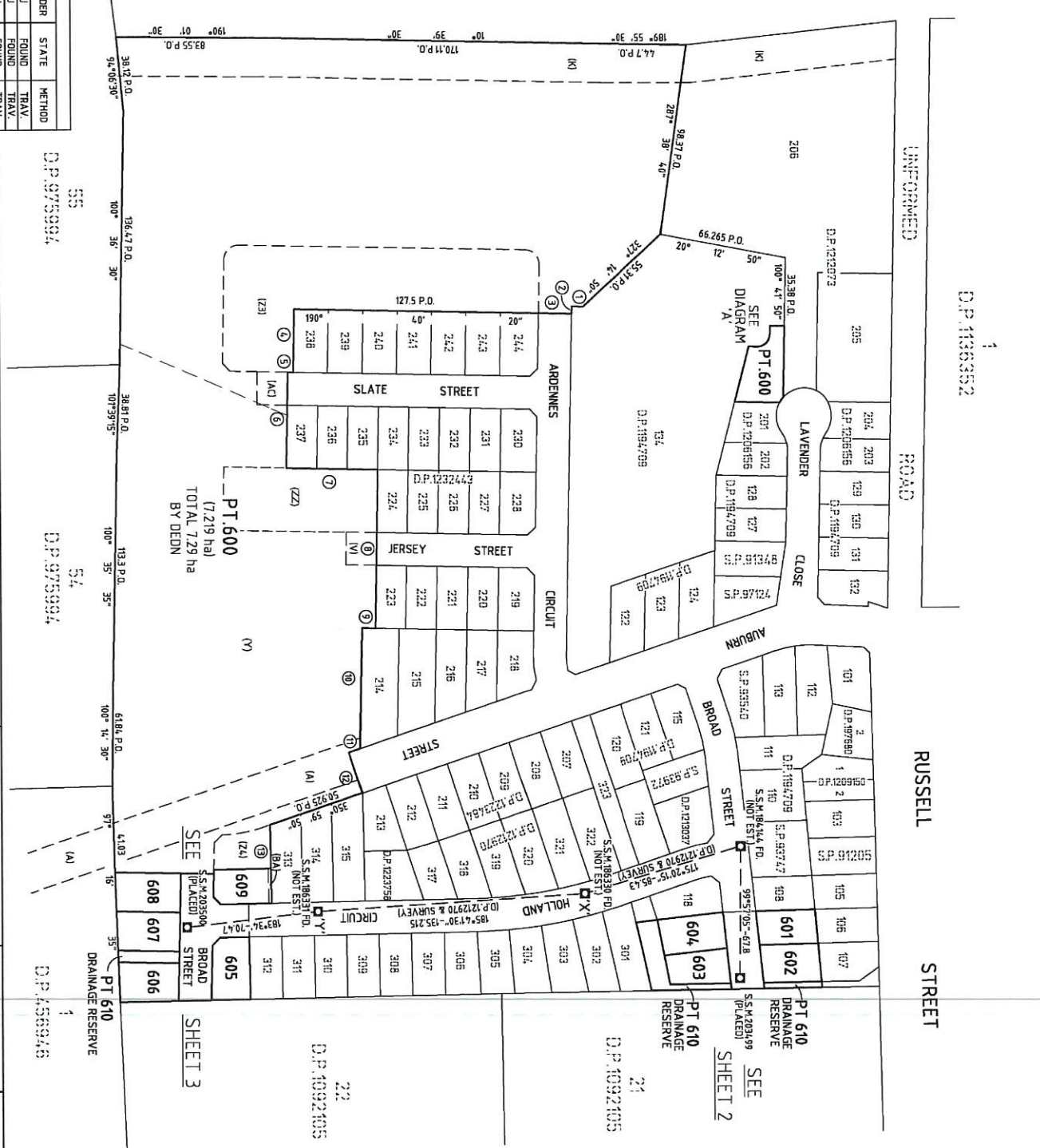


D.P. 9992774

- (V) EXCEPTING LAND & MINERALS BELOW A DEPTH FROM
- (W) EXCEPTING LAND & MINERALS BELOW A DEPTH FROM
- (X) EXCEPTING LAND & MINERALS BELOW A DEPTH FROM
- (Y) EXCEPTING LAND & MINERALS BELOW A DEPTH FROM
- (Z) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE - DP122394
- (A) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 20 WIDE (D.P.1194543)
- (J) EASEMENT FOR PUMP STATION VARIABLE WIDTH (D.P.1194709)
- (K) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 20 WIDE (D.P.1194543)
- (L) EASEMENT FOR DRAIN WATER 1.5 WIDE (D.P.1206556)
- (M) EASEMENT FOR ASSET PROTECTION ZONE 11 WIDE (D.P.1212970)
- (N) RIGHT OF ACCESS VARIABLE WIDTH (D.P.122394)
- (O) RIGHT OF ACCESS 17 WIDE (D.P.122394)
- (Z1) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE (D.P.1232443)
- (Z2) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE (D.P.1232443)
- (Z3) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE (D.P.1232443)
- (Z4) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE (D.P.1232443)

MARK	H.C.G.	COORDINATES	CLASS	ORDER	STATE	METHOD
SSM 19414	EASTING	NORTHING	U	U	FOUND	TRAV
SSM 19630	361 871.2	6 973 606.4	U	U	FOUND	TRAV
SSM 19631	361 871.2	6 973 521.3	U	U	FOUND	TRAV
SSM 19632	361 864.8	6 973 386.8	U	U	FOUND	TRAV
SSM 20349	361 938	6 973 592.7	U	U	PLACED	TRAV
SSM 20350	361 860.4	6 973 316.4	U	U	PLACED	TRAV

DATE OF SONS COORDINATES: 16/5/2011 M.G.A. ZONE: 56
 HORIZONTAL SCALE FACTOR: 0.99927



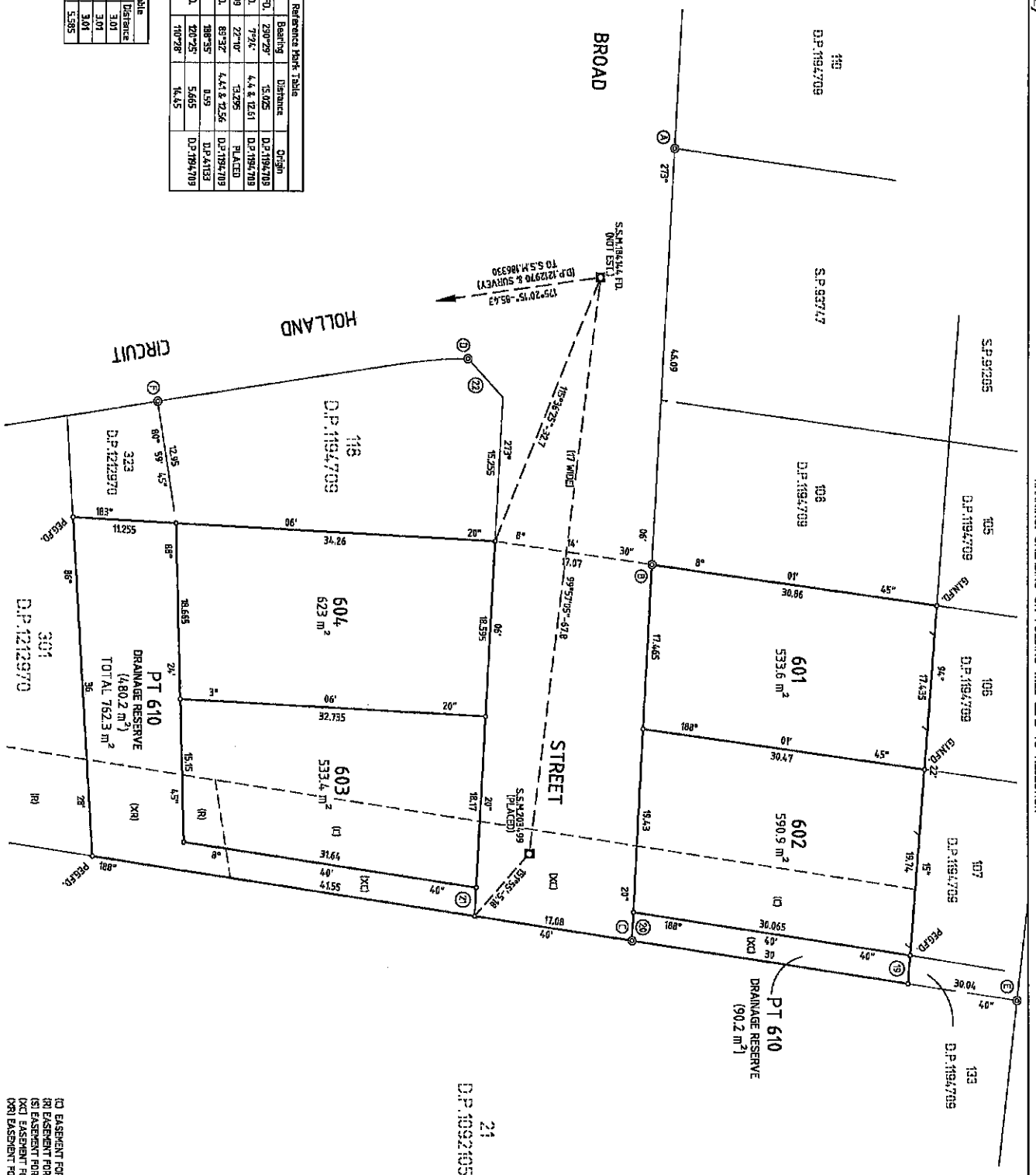
55
 D.P. 975994
 SURVEYOR
 NAME: NIGEL DELUS
 DATE: 18TH MAY 2018
 REFERENCE: 16881 (POLICY 2)

54
 D.P. 975994
 PLAN OF SUBDIVISION OF LOT 324, D.P.1212970 & LOT 245, D.P.1232443

LGA: MAITLAND
 LOCALITY: GILLESTON HEIGHTS
 REDUCTION RATIO: 1:500
 LENGTHS ARE IN METRES.
 REGISTERED
 15.8.2018

DP1245051





Ref.	Mark	Bearing	Distance	Origin
A	R.M.S.S.K.18144.FD.	290°29'	15.025	D.P.1194.709
B	R.M.D.H.A.V.S.R.D.	7°24'	4.4 & 12.61	D.P.1194.709
C	R.M.S.S.A.2034.99	22°10'	13.295	PLACED
D	R.M.D.H.A.V.S.R.D.	85°32'	4.41 & 8.56	D.P.1194.709
E	R.M.D.H.A.V.S.R.D.	108°55'	0.59	D.P.1194.709
F	R.M.D.H.A.V.S.R.D.	20°25'	5.665	D.P.1194.709
		140°28'	14.45	

Short Line Table		
Number	Bearing	Distance
19	314°22'15"	3.01
20	5°50'06"20"	3.01
21	5°50'06"20"	3.01
22	47°23'28"	5.585

SURVEYOR: MIRA DEBES
 Name: MIRA DEBES
 Date: 18TH MAY 2018
 Reference: 16881 (POLICY 3)
 PLAN OF SUBDIVISION OF LOT 324, D.P.1212970 & LOT 245, D.P.1232443
 LGH: MAITLAND
 Locality: GILLESTON HEIGHTS
 Reduction Ratio: 9300
 Lengths are in metres.
 REGISTERED: 15.8.2018
 DP1245051

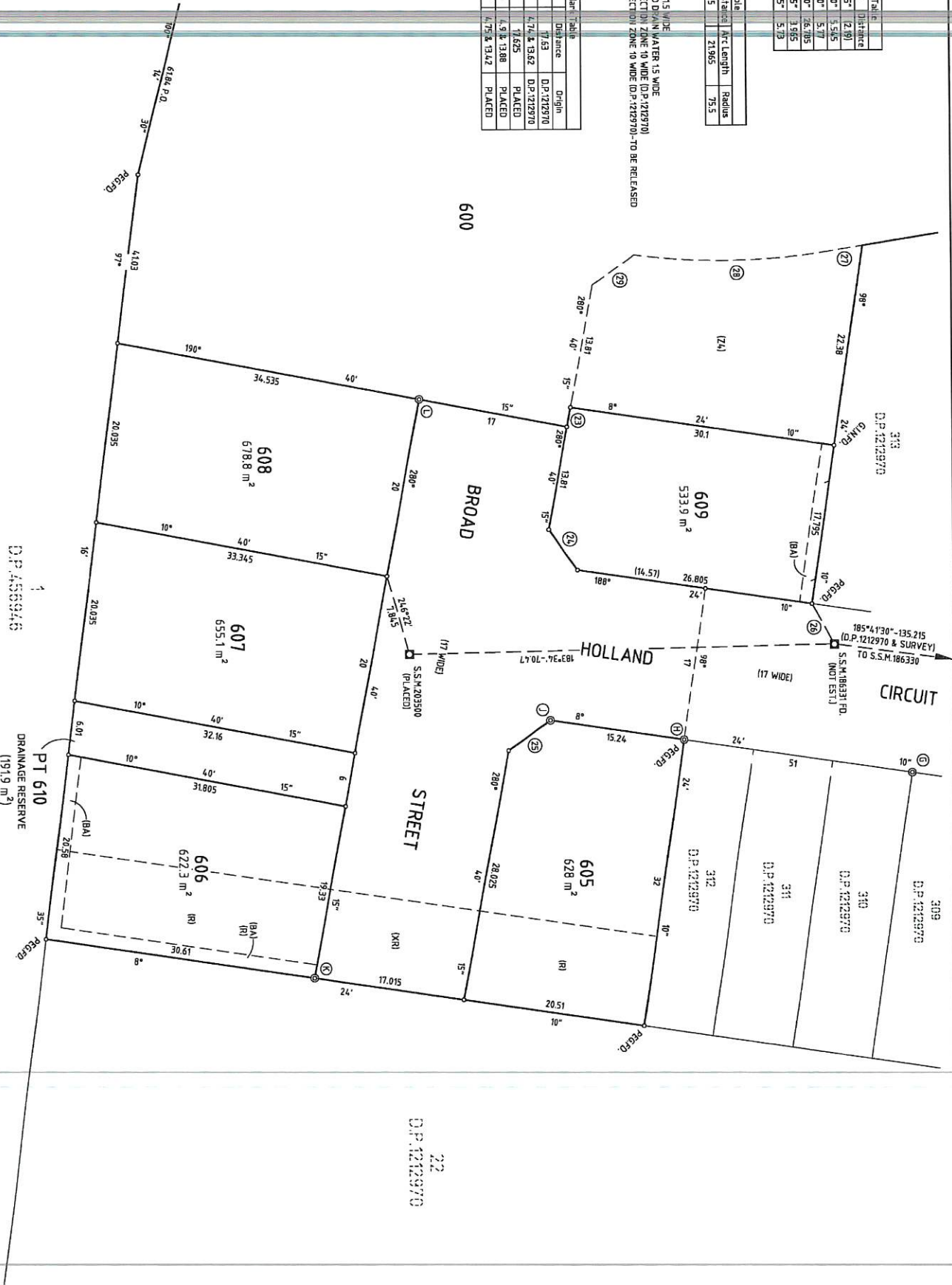
(D) EASEMENT FOR ASSET PROTECTION ZONE: 10 WIDE (D.P.1194.709)
 (R) EASEMENT FOR ASSET PROTECTION ZONE: 10 WIDE (D.P.1212970)
 (S) EASEMENT FOR DRAINAGE OF WATER: 3 WIDE (D.P.1212970)
 (K) EASEMENT FOR ASSET PROTECTION ZONE: 10 WIDE (D.P.1194.709) - TO BE RELEASED
 (KR) EASEMENT FOR ASSET PROTECTION ZONE: 10 WIDE (D.P.1212970) - TO BE RELEASED

Number	Bearing	Distance	Chord Distance	Chord Length	Radius
23	280° 41' 57"	12.91			
24	234° 47' 10"	5.545			
25	324° 47' 10"	5.177			
26	197° 41' 40"	26.405			
27	170° 41' 57"	13.585			
29	144° 35' 35"	5.13			

Number	Chord Bearing	Chord Distance	Arc Length	Radius
28	179° 19' 50"	2.885	21.965	15.5

(BA) EASEMENT TO DRAIN WATER 1.5 W/D
 (Z4) EASEMENT BY EASEMENT TO DRAIN WATER 1.5 WIDE
 (R) EASEMENT FOR ASSET PROTECTION ZONE 10 WIDE (D.P.1212970)
 (KR) EASEMENT FOR ASSET PROTECTION ZONE 10 WIDE (D.P.1212970)-TO BE RELEASED

Ref	Mark	Bearing	Distance	Origin
G	R.M.S.M.186331 HD.	53° 35'	17/53	D.P.1212970
H	R.M.D.H.&W.S.F.D.	121° 28'	4.714 & 13.62	D.P.1212970
J	R.M.S.S.M.203500	30° 33'	11.625	PLACED
K	R.M.D.H.A.W.S.	164.41'	4.91 & 13.88	PLACED
L	R.M.D.H.A.W.S.	211° 27'	4.75 & 13.42	PLACED



SURVEYOR Name: NIGEL DELORS Date: 18TH MAY 2018 Reference: 16881 (POLICY 3)		PLAN OF SUBDIVISION OF LOT 324 D.P.1212970 & LOT 245 D.P.1232443		LGA: MAITLAND Locality: GILLESTON HEIGHTS Reduction Ratio: 1:300 Lengths are in metres.		REGISTERED 15.8.2018		DP1245051	
--	--	--	--	--	--	-------------------------	--	-----------	--

PLAN FORM 6 (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:  15.8.2018

DP1245051

Title System: TORRENS

**PLAN OF SUBDIVISION OF LOT 324
D.P.1212970 & LOT 245 D.P.1232443**

LGA: MAITLAND
Locality: GILLIESTON HEIGHTS
Parish: HEDDON
County: NORTHUMBERLAND

Survey Certificate

I, NIGEL DELFS
of Delfs Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292
a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

~~*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on~~ ~~OR~~

*(b) The part of the land shown in the plan (~~"being"~~ excluding ~~**~~ Lot 600) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, 19/5/18, the part not surveyed was compiled in accordance with that Regulation, or

~~*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.~~

Datum Line: 'X' - 'Y'

Type: *Urban/*Rural-

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

Signature:  Dated: 2/7/18

Surveyor Identification No: 8232

Surveyor registered under the *Surveying and Spatial Information Act 2002*

* Strike through if Inapplicable.

** 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:

Subdivision Certificate

I, LEANNE HARRIS

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

Signature: 

Accreditation number:

Consent Authority: Maitland City Council

Date of endorsement: 9.7.18

Subdivision Certificate number: 100791

File number: DA10 0791

* Strike through if Inapplicable

Plans used in the preparation of survey/compilation.

D.P.1212970
D.P.1232443
D.P.1194709

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

IT IS INTENDED TO DEDICATE THE EXTENSION OF BROAD STREET AND HOLLAND CIRCUIT TO THE PUBLIC AS PUBLIC ROAD.

IT IS INTENDED TO DEDICATE LOT 610 TO THE PUBLIC AS DRAINAGE RESERVE.

Surveyor's Reference: 16881 (POLICY 3)

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

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:  15.8.2018

DP1245051

**PLAN OF SUBDIVISION OF LOT 324
D.P.1212970 & LOT 245 D.P.1232443**

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

Subdivision Certificate number : 100791
Date of Endorsement : 9.7.18

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (BA)
2. RESTRICTION ON THE USE OF LAND

RELEASE:-

1. EASEMENT FOR DRAINAGE OF WATER 3 WIDE (D.P.1212970)
2. RIGHT OF ACCESS 17 WIDE (D.P.1212970)
3. EASEMENT FOR ASSET PROTECTION ZONE 10 WIDE (D.P.1194709)
4. EASEMENT FOR ASSET PROTECTION ZONE 10 WIDE (D.P.1212970)

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
600	N/A	N/A	N/A	GILLIESTON HEIGHTS
601	11	BROAD	STREET	GILLIESTON HEIGHTS
602	13	BROAD	STREET	GILLIESTON HEIGHTS
603	14	BROAD	STREET	GILLIESTON HEIGHTS
604	12	BROAD	STREET	GILLIESTON HEIGHTS
605	29	HOLLAND	CIRCUIT	GILLIESTON HEIGHTS
606	67	BROAD	STREET	GILLIESTON HEIGHTS
607	69	BROAD	STREET	GILLIESTON HEIGHTS
608	71	BROAD	STREET	GILLIESTON HEIGHTS
609	28	HOLLAND	CIRCUIT	GILLIESTON HEIGHTS
610	N/A	N/A	N/A	GILLIESTON HEIGHTS

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16881 (POLICY 3)

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Office Use Only

Office Use Only


Registered:  15.8.2018


DP1245051

PLAN OF SUBDIVISION OF LOT 324
D.P.1212970 & LOT 245 D.P.1232443

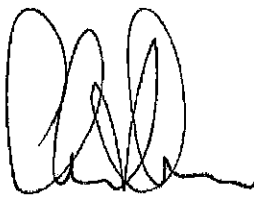
- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
 - Statements of Intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals - See 195D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

Subdivision Certificate number : 100791
Date of Endorsement : 9.7.18


.....
SIGNED BY MICHAEL ROBERT VICARY
BY HIS ATTORNEYS PURSUANT TO
POWER OF ATTORNEY REGISTERED
BOOK 4641 No.621


.....
SIGNED BY SUSAN DEBRA VICARY
BY HER ATTORNEYS PURSUANT TO
POWER OF ATTORNEY REGISTERED
BOOK 4641 No.620

EXECUTED BY CERRETTI HOLDINGS PTY LIMITED:
(ABN: 43 140 954 981)



.....
CHRISTOPHER GARRY DORAN
DIRECTOR


.....
STEPHEN JOHN DORAN
DIRECTOR

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16881 (POLICY 3)

Office Use Only

Registered:  15.8.2018

Office Use Only

DP1245051

**PLAN OF SUBDIVISION OF LOT 324
D.P.1212970 & LOT 245 D.P.1232443**

Subdivision Certificate number : 100791
Date of Endorsement : 9.7.18

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

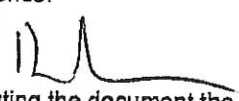
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - See 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel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

EXECUTED BY WESTPAC BANKING CORPORATION

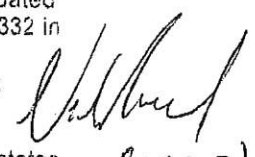
ST GEORGE CORPORATE BANK
LEVEL 1
CNR WHARF ROAD AND
MEREWETHER STREET
NEWCASTLE
NSW 2300

Signed on behalf of Westpac Banking Corporation
by it's attorney(s) under power of attorney dated
17 January 2011 Registered Book 4299 No 332 in
the presence:

Witness:



Attorney:



By executing the document the attorney(s) states
that they have received no notice of revocation
of the power of attorney.

(PICK 3)

Kath Cowan
Snr Account Executive

Nick Roach
Senior Relationship Manager

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16881 (POLICY 3)

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 12 Sheets)

Plan: **DP1245051**

Plan of Subdivision of Lot 324
 D.P.1212970 & Lot 245 D.P.1232443
 covered by Subdivision Certificate
 No: 100791

Full name and address of Proprietors of Land:

Michael Robert Vicary
 Susan Debra Vicary
 C/- 1 Hartley Drive, Thornton, NSW 2322

Full Name and Address of the Mortgagee of the Land:

Westpac Banking Corporation
 (ABN: 33 007 457 141)
 49-51 Hunter Street
 Newcastle NSW 2300

Cerreti Holdings Pty Limited
 (ABN:43 140 954 981)
 1/38 Metro Court
 Gateshead NSW 2290

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 (BA)	609 606	That part of 600 denoted (Z4 on the plan) Maitland City Council
2	Restriction on the use of land	601 to 609 inclusive	Every other lot except 600 & 610

PART 1A (Release)

Number of item shown in the intention panel on the plan.	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for drainage of water 3 wide (D.P.1212970)	324/1212970 245/1232443	Maitland City Council
2	Right of Access 17 Wide (D.P.1212970)	245/1232443	Maitland City Council
3	Easement for Asset Protection Zone 10 Wide (D.P.1194709) Denoted (XC) on Plan	324/1212970	Maitland City Council
4	Easement for Asset Protection Zone 10 Wide (D.P.1212970) Denoted (XR) on Plan	324/1212970	Maitland City Council

**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 12 Sheets)

Plan: **DP1245051**

Plan of Subdivision of Lot 324
D.P.1212970 & Lot 245 D.P.1232443
covered by Subdivision Certificate
No: 100791

PART 2 (Terms)

1. Terms of the easement, profit a prendre, restriction, or positive covenant secondly referred to in the abovementioned plan.

A. Residential Use

No building other than a single detached or dual occupancy (where approved by the seller) dwelling house shall be erected on the land together with such other improvements as may from time to time be approved in writing by the developer.

B. Approval of Plans

No improvements shall be commenced on the land unless and until the plans and specifications in respect of such improvements (including, where appropriate and without limitation, schedules of exterior finishes and the colour of all improvements), have been first approved in writing by the developer. It shall be in absolute discretion of the developer as to whether such plans and specifications including schedules of exterior finishes and colours shall be approved (and, if approved, with or without conditions) provided that, without limitation, no dwelling house shall have more than 2 storeys (and for that purpose of clarity the first storey shall be at ground level).

C. Floor Area

No dwelling house shall be constructed unless it has a minimum of 130 square metres including any attached garage and/or connection breezeway but excluding external decks and patios. In addition all dwelling houses shall have a lock up garage where possible (either single or double).

D. Building Materials and Roofs

No dwelling house, garage or any other improvements shall be constructed unless it is constructed of be brick or brick veneer, block timber/steel frame or blueboard construction with a smooth trowelled or bagged texture finish, exposed face brickwork, textured paint, timber panelling or combination thereof, or such other finish as approved by the developer. No roof shall be constructed on the dwelling house unless it is made of tiles or colourbond metal deck roofing (of a slate or "earth tone" in colour) or such other non-reflective material as approved in writing by the developer. No roof having a pitch of 25° or greater, is allowed unless architecturally designed.

E. General Construction

No residential dwellings are to be built unless such dwellings adhere to recognised energy efficient practices.

All residential dwellings where possible are to have the main living areas orientated towards the north.

Minimal glazing is to face the west.

**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 12 Sheets)

Plan: **DP1245051**

Plan of Subdivision of Lot 324
D.P.1212970 & Lot 245 D.P.1232443
covered by Subdivision Certificate
No: **100791**

All glazing where possible is to be energy efficient.

All residences are to be fully insulated.

No dwellings shall be constructed unless they are to be equipped throughout with energy efficient LED light fittings and water efficient tapware or shower roses and all appliances are also to be energy efficient.

All new residential dwellings are to be equipped with water tanks (either above or below ground) as per Council and Hunter Water Corporation requirements/regulations. No water tanks are to be visible from the front street and are to be screened by vegetation where possible.

F. Previously Erected Building

No Improvements previously erected or previously existing on or attached to other land shall be erected or placed on the Land.

G. Outbuilding

No outbuilding (including, without limitation, garden sheds or any similar structures) shall be erected on the land except after or concurrently with and as part of the erection of a dwelling house. The design, appearance and external colours and materials of all outbuildings where possible should be integrated with the dwelling house.

H. Temporary Structures

(i) There shall not at any time be erected or placed on the land any temporary improvement or anything of a like nature except sheds, workshops or office rooms used for the purpose of the building of permanent improvements upon the land.

(ii) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, re-constructed on or permitted to remain on any lot burdened.

I. Occupation

The land shall not be used for residential purposes until:

- (i) a dwelling house;
- (ii) fences which the registered proprietor is obliged to erect under Clause K;
- (iii) Landscaping; and
- (iv) all other improvements intended to be carried out on the land,

have been approved and completed in accordance with the provisions of the sales contract and, where appropriate, a final certificate has been issued by Maitland City Council and other consent authorities, e.g. Hunter Water Corporation.

In this clause, landscaping includes, without limitation, the planting of a substantial quantity of shrubs and trees and ground covers as well as the laying of good quality turf to the entire property up to the street gutter and in accordance with the plans approved by the seller and the consent authority (Maitland City Council).

**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 12 Sheets)

Plan: **DP1245051**

Plan of Subdivision of Lot 324
D.P.1212970 & Lot 245 D.P.1232443
covered by Subdivision Certificate
No: **100791**

J. Caravans / Mobile Homes

No caravan or mobile home shall be used on or about the land for residential purposes whether with or without the existence of a dwelling house upon the land.

K. Fencing

No fence shall be erected on any lot burdened to divide it from any adjoining land owned by Michael Robert Vicary and/or Susan Debra Vicary without the prior written consent of Michael Robert Vicary and/or Susan Debra Vicary their successors or assigns other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to Michael Robert Vicary and/or Susan Debra Vicary its successors or assigns and is double faced capped and lapped treated, fully seasoned and unpainted HWD fence up to 1.5m in height. In favour of any person dealing with the transferees Michael Robert Vicary and/or Susan Debra Vicary their successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. This covenant in regard to fencing shall be binding on the registered proprietor of any lot burdened, his executors, administrators and assigns only during the ownership of the said adjoining land by Michael Robert Vicary and/or Susan Debra Vicary, their successors or assigns other than purchasers on sale.

No outdoor pets shall be allowed unless there is fencing to contain such pet within the boundaries of the allotment.

No colourbond or metal fencing of any type is permitted on the estate.

No masonry fencing is permissible on the estate except for that by way of a signage panel to be erected on the main entry of the estate.

No fence erected by the developer is to be interfered with, damaged, removed or obscured in any way or allowed to fall into disrepair.

No front boundary fencing is permissible and no side boundary fencing beyond the front building alignment is permissible on any residential allotments on the estate.

All front and side boundaries up to the front of the building alignment are to be defined by landscaped hedges or other planter beds. Landowners will be given a schedule of plants, shrubs, ground covers and trees from which they can select for planting in these areas.

L. Boat Trailers, e.t.c.

Any boat trailer or caravan stored or parked on the land must be housed in a garage or outbuilding, or kept at the back of the property and shielded so that the same is not visible from the street.

M. Excavation and Spear Pumps

No soil or gravel shall be dug or removed from the land except in preparation for an in-ground swimming pool or for the foundations of any improvement for gardens. Spear pumps shall not be installed under any circumstances.

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

LENGTHS ARE IN METRES

(Sheet 5 of 12 Sheets)

Plan: **DP1245051**

Plan of Subdivision of Lot 324
D.P.1212970 & Lot 245 D.P.1232443
covered by Subdivision Certificate
No: **100791**

Stormwater storage tanks are permitted provided that they are installed either above or below ground and comply with all the relevant governing rules and regulations. All such tanks and other structures are to have full approval in writing from the required consent authorities prior to any excavation or installations commencing.

N. Rubbish and Maintenance

No rubbish, spoil, waste receptacle or other material shall be brought onto, dumped or allowed to accumulate on the land. If any rubbish, spoil, waste receptacles or other materials is brought onto, dumped or allowed to accumulate on the land or if the grass on the land or in the opinion of the seller needs cutting or trimming, then the seller, its agents, employees and workman shall be at liberty (but shall not be obliged) to cut and/or trim the grass or remove such rubbish, spoil, waste receptacles or other material at any time or from time to time and then the costs shall be a debt due on demand by the registered proprietor to the developer.

No domestic rubbish bins are to be stored or screened unless not to be visible from the road or from an adjoining residence. Bins will be removed from street collection points on the same day as rubbish is collected from the relevant Council Contractor.

O. Signs and Hoarding

If a dwelling house has not been constructed on the land, no advertisement, sign or hoarding of a commercial nature shall be erected on the land without the prior consent in writing of the developer. If a dwelling house has been constructed on the land, no advertisement, sign or hoarding of a commercial nature shall be erected on the land without prior consent in writing of the council except one sign not over one meter square advertising the land for sale or a sign displayed by a builder. The registered proprietor irrevocably authorises the developer and persons authorised by the developer and persons authorised by the developer to enter upon the land to remove therefrom any advertisement, sign or hoarding erected on the land in contravention of this paragraph h.

P. Re-Subdivision

The land shall not be re-subdivided without the consent in writing of the council nor shall any application be made without the prior consent in writing of the council to change the permitted use of land from single private dwelling residential accommodation.

Q. Letterboxes

No letterbox shall be constructed unless of a material and in a manner that complies with Australia Post preferred standards, and to match the style, colour and material of the house.

R. Commercial Uses Prohibited

No business or industry or commercial undertaking of any kind shall be conducted on the land without the written consent of Maitland City Council.

S. Construction Obligations

No dwelling shall be constructed unless the land shall be kept in a neat and tidy condition and maintained free of weeds and rubbish before, during and after construction works. No excavation material, trees, rubbish, builders waste or other substances whatsoever shall

**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 12 Sheets)

Plan: **DP1245051**

Plan of Subdivision of Lot 324
D.P.1212970 & Lot 245 D.P.1232443
covered by Subdivision Certificate
No: 100791

be deposited on the adjoining land. Upon completion of or during construction, all excess building materials, rubbish and excavated material is to be removed from the estate.

T. Alterations to Special Conditions

The developer may vary or not enforce the provisions of this clause at any time in respect of the land or any other land and in that event the registered proprietor shall have no claim whatsoever against the developer.

U. Set Back

All buildings to be erected on the allotments are to comply with Maitland City Council's boundary set back regulations.

V. Proper Construction of Improvements

All improvements shall be constructed and finished in a good acceptable tradesmanlike and/or workmanlike manner and in accordance with all the relevant governing rules and regulations as well as the best trade practices. All parts usually painted or stained shall be so painted or stained as soon as practicable.

W. Damage to Trees

The developer has planted numerous trees on public areas forming part of the estate, including, without limitation, footpaths adjoining the land. If the registered proprietor or any of the registered proprietors' employees, its builder or sub-contractors, agents or independent contractors cause damage to such trees, the registered proprietor must repair the damage and where the damage is irreparable, replace each damaged tree with a tree of substantially the same size and species. If the registered proprietor defaults in its obligations under this paragraph, the developer may repair the damage caused to any trees or, where the damage is irreparable, replace each damaged tree with a tree of the same size and species which the developer deems fit. The registered proprietor shall pay to the developer on demand the cost incurred or payable by the developer for the repair and replacement of such damaged trees or landscaped areas.

X. No Display Home

The buyer shall not, without the prior written consent of the seller, use or permit the land to be used for the purposes of constructing on the land a display home or permit a dwelling house to be constructed on the land to be used as a display home unless it has written consent from the seller.

Y. General Provisions

The following general provisions shall apply:

- (i) Garage doors shall be remote controlled, panel lift or roller doors with at least one double width door, in keeping with good design and aesthetic street appeal.
- (ii) No water tanks shall be constructed on the roof of any dwelling house. Solarhart or similar tanks installed must be non-visible from any road adjoining the dwelling house and must be inside the roof or the ground and not visible from the road.
- (iii) The registered proprietor shall not under any circumstances gain access to or egress

**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 12 Sheets)

Plan: DP1245051

Plan of Subdivision of Lot 324
D.P.1212970 & Lot 245 D.P.1232443
covered by Subdivision Certificate
No: 100191

from any lake adjoining or near the dwelling house except at such locations (if any) that the developer shall designate as an access point. Without limitation, where any boundary of the land is contiguous with any lake there shall be no access to the lake from the land and no egress from the lake to the land.

Z. Interpretation of Clause

For the purposes of this 88B Contract:

"Developer" shall be Gilleston Grove ABN 64 511 029 549.

"Display Home" includes a dwelling house used from time to time for advertising or displaying to any person or corporation the house design, building techniques or any building products of any person or corporation irrespective of whether the dwelling house is manned by a sales person or representative.

"Dwelling House" means a single detached private dwelling house.

"Improvements" includes, without limitation, a dwelling house and any other structure or thing on the land and any works comprising excavations for or construction (whether by way of addition, extension or renovation) of any building, structure, dwelling house, garage, verandah, out-building, shed, pergola, fence (including retaining walls), screen, swimming pool, spa bath (including in respect of such pool and spa, any filtration system and any other plant and equipment related thereto), tennis court, landscaping or similar works.

"Waste Receptacle" includes all incinerators and other articles connected with the disposal or storage of rubbish (except for domestic rubbish bins) not approved in writing by the seller.

AA. Other Conditions

- (i) No noxious, noisome or otherwise occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (ii) No building shall be erected or be permitted to remain erected or occupied by any person, corporation, government or semi-government instrumentality for the purpose of public housing.
- (iii) No building shall be erected or be permitted to remain erected on any lot burdened with a solar hot water service unless the storage tank is located within the building or at the rear of the building at ground level.
- (iv) With the exception of vehicles used in connection with the erection of a dwelling house on any lot burdened, no motor truck, lorry or semi-trailer with a load capacity exceeding 2.5 tonnes shall be parked or be permitted to remain on any lot burdened.
- (v) No advertising or hoarding sign, including any "For Sale" sign, shall be displayed or

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

LENGTHS ARE IN METRES

(Sheet 8 of 12 Sheets)

Plan: **DP1245051**

Plan of Subdivision of Lot 324
D.P.1212970 & Lot 245 D.P.1232443
covered by Subdivision Certificate
No: *100791*

erected on any lot burdened for a period of (1) year from the date of transfer by Gillieston Grove without the prior consent of Gillieston Grove.

(vi) No mobile home or temporary or permanent moveable improvements including a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, re-constructed on or permitted to remain on, or used for residential purposes on any land burdened.

2. The authority empowered to release, vary or modify easement, profit a prendre, restriction, or positive covenant numbered 1 in the abovementioned plan.

The lots burdened and benefitted, only with the consent of Maitland City Council.

3. The authority empowered to release, vary or modify easement, profit a prendre, restriction, or positive covenant numbered 2 in the abovementioned plan.

Gillieston Grove, during the period ending 3 years from the date of registration of this plan, thereafter the proprietor of the lots in the plan having common boundaries with the proprietor of the lot seeking to release, vary or modify the restriction.

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

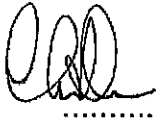

LENGTHS ARE IN METRES

(Sheet 9 of 12 Sheets)


Plan: **DP1245051**

Plan of Subdivision of Lot 324
D.P.1212970 & Lot 245 D.P.1232443
covered by Subdivision Certificate
No: 100791

SIGNED SEALED AND DELIVERED by
Michael Robert Vicary

 
.....

Signature
Signed by Michael Robert Vicary by his
Attorneys pursuant to Power of Attorney
Registered Book 4641 No.621

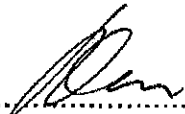
 JACK MORAN
.....

Signature of Witness
Address: 22/250 PARK AVENUE
KOTARA NSW 2289

SIGNED SEALED AND DELIVERED by
Susan Debra Vicary

 
.....

Signature
Signed by Susan Debra Vicary by his
Attorneys pursuant to Power of Attorney
Registered Book 4641 No.620

 JACK MORAN
.....

Signature of Witness
Address: 22/250 PARK AVENUE
KOTARA NSW 2289

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

LENGTHS ARE IN METRES

(Sheet 10 of 12 Sheets)

Plan: **DP1245051**

Plan of Subdivision of Lot 324
D.P.1212970 & Lot 245 D.P.1232443
covered by Subdivision Certificate
No: **100791**

EXECUTED BY WESTPAC BANKING CORPORATION

ST GEORGE CORPORATE BANK
LEVEL 1
CNR WHARF ROAD AND
MEREWETHER STREET
NEWCASTLE
NSW 2300

Signed on behalf of Westpac Banking Corporation
by its attorney(s) under power of attorney dated
17 January 2011 Registered Book 4299 No 332 in
the presence:

Witness:

Attorney:

By executing the document the attorney(s) states
that they have received no notice of revocation
of the power of attorney.

Kath Cowan
Snr Account Executive

Nick Roach
Senior Relationship Manager

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

LENGTHS ARE IN METRES

(Sheet 11 of 12 Sheets)

Plan: **DP1245051**

Plan of Subdivision of Lot 324
D.P.1212970 & Lot 245 D.P.1232443
covered by Subdivision Certificate
No: **100791**

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

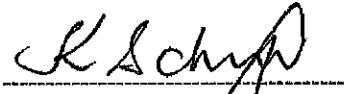
I certify that I am an eligible witness
and that the delegate signed
in my presence



Signature of delegate

LEANNE HARRIS

Name of delegate (BLOCK LETTERS)



Signature of Witness

KAREN SCHRODER

Name of Witness (BLOCK LETTERS)

285 HIGH STREET MAITLAND

Address of Witness (BLOCK LETTERS)

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

LENGTHS ARE IN METRES

(Sheet 12 of 12 Sheets)

Plan: **DP1245051**


Plan of Subdivision of Lot 324
D.P.1212970 & Lot 245 D.P.1232443
covered by Subdivision Certificate
No: 100791

EXECUTED BY CERRETTI HOLDINGS PTY LIMITED:

(ABN: 43 140 954 981)



.....
Christopher Garry Doran
Director



.....
Stephen John Doran
Director

REGISTERED



15.8.2018

Certificate No.: PC/2024/4334

Certificate Date: 20/12/2024

Fee Paid: \$69.00

Receipt No.: 2088542

Your Reference: 242538

SECTION 10.7 PLANNING CERTIFICATE

Environmental Planning and Assessment Act, 1979 as amended

APPLICANT:	Hunter Legal and Conveyancing bree@hunterlegal.com.au
PROPERTY DESCRIPTION:	23 Ardennes Circuit GILLIESTON HEIGHTS NSW 2321
PARCEL NUMBER:	97755
LEGAL DESCRIPTION:	Lot 507 DP 1251686

IMPORTANT: Please read this Certificate carefully.

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

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

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

SECTION 10.7(2)

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

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

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

State Environmental Planning Policies

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

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

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

Local Environmental Plan (LEP)

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

Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

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

Planning Proposal for a Local Environmental Plan

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

DLEP Implementation of Maitland Local Housing and Rural Land Strategies

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

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

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

Draft Development Control Plans

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

Draft State Environmental Planning Policies

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

ITEM 2 – Zoning and land use under relevant planning instruments

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

Zone and Land Use Table from Local Environmental Plan

R1 General Residential

1 Objectives of zone

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

2 Permitted without Consent

Home occupations

3 Permitted with Consent

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

4 Prohibited

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

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

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

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

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

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

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

Is the land within a conservation area, however described?

The land IS NOT in a Heritage Conservation Area.

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

The land does NOT contain an item of Environmental Heritage.

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

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

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

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

The land IS NOT in a special contributions area.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ITEM 5 – Exempt Development

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

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

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

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

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

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

ITEM 6 – Affected building notices and building product rectification orders

Whether the council is aware that –

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

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

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

ITEM 7 - Land Reserved for Acquisition

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

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

ITEM 8 – Road widening and road realignment

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

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

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

ITEM 9 – Flood related development controls

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

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

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

Note in this section – **flood planning area** has the same meaning as in the Floodplain Development Manual. **Floodplain Development Manual** means the

Floodplain Development Manual (ISBN 0 7347 5476 00) published by the NSW Government in April 2005. **probable maximum flood** has the same meaning as in Floodplain Development Manual

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

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

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

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

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

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

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

Note in this section –

adopted policy means a policy adopted –

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

ITEM – 11 Bush fire prone land

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

The land is NOT identified as being bushfire prone land.

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

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

ITEM – 12 Loose-fill asbestos insulation

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

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

ITEM – 13 Mine subsidence

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

The land is within a proclaimed Mine Subsidence District under section 20 of the Coal Mine Subsidence Compensation Act 2017. The approval of Subsidence Advisory NSW is required for all subdivision and building, except for certain minor structures. Surface development controls are in place to prevent damage from old, current or future mining. It is strongly recommended prospective purchasers consult with Subsidence Advisory NSW regarding mine subsidence and any surface development guidelines. The Board can assist with information about mine subsidence and advise whether existing structures comply with the requirements of the Act.

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.

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



HUNTER LEGAL & CONVEYANCING

23 ARDENNES

GILLIESTON HEIGHTS

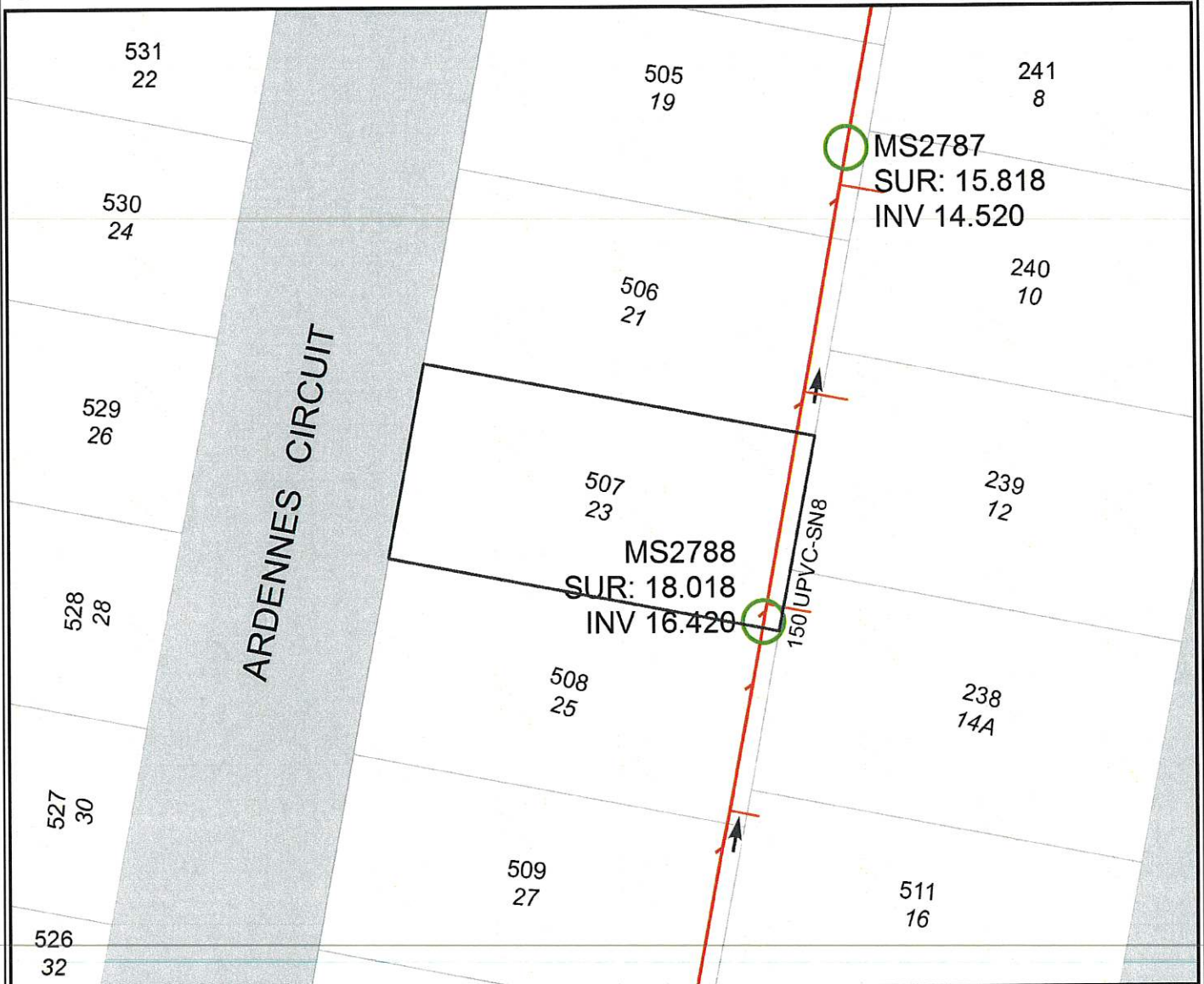
APPLICATION NO.: 2461928

APPLICANT REF: 242538

RATEABLE PREMISE NO.: 4202871035

PROPERTY ADDRESS: 23 ARDENNES CCT GILLIESTON HEIGHTS 2321

LOT/SECTION/DP:SP: 507//DP 1251686



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

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

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

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

Date: 6/01/2025

Scale at A4: 1:500

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

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